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[Signature]
 District Sub-Register-II
 Alipore, South 24-Parganas

DEVELOPMENT AGREEMENT

26 AUG 2022

This DEVELOPMENT AGREEMENT ("AGREEMENT") is entered on this 26th day
 of August 2022 at Kolkata ("EFFECTIVE DATE")

For J. G. DEVELOPMENT PVT. LTD.
[Signature]
 Director

BY AND BETWEEN

[Signature]
 ✓ Sreeleha Roy choudhary.
[Signature]
 ✓ Rupa Ghosh

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Licenced Stamp Vendor
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District Sub Registrar-II
Alipore, South 24 Parganas
26 AUG 2022

Sudepto Ghosh
S/o- Sri Kumar Ghosh
Rajpur, P.O. Rajpur
P.S. Sonarpur
kol- 700149.

4756) (1) **SRI SOUMENDRA NATH ROY** (PAN: ADPPR3064D) (Aadhaar No. 7188 2591 4756), son of Late Samarendra Nath Roy Chowdhury, by occupation - Self-employed, by faith - Hindu, by nationality Indian and residing at 40, Mahanirban Road, Kolkata 700029 under Police Station Gariahat, **(2) SMT. SREELEKHA ROY CHOUDHURY ALIAS SUKLA ROY** (PAN: ADMPR3848N) (Aadhaar No. 6776 2551 6374), wife of Sri Prodip Roy Choudhury and daughter of Late Samarendra Nath Roy Chowdhury, by occupation - Housewife, by faith - Hindu, by nationality Indian and residing at 5/2A, Beltala Road, Kolkata 700026 under Police Station Bhawanipore, **(3) SMT. RINA BASU ROY** (PAN: CBHPR6487E) (O.C.I. No. A 1733741), wife of Shantanu Basu and daughter of Late Narendra Nath Roy Chowdhury, by occupation Retired Dean of Science, by faith - Hindu, by nationality American, residing at 9858 Penbridge Drive, Granite Bay, CA 95746, USA and having correspondence address at 40, Mahanirban Road, Kolkata 700029 under Police Station Gariahat, AND **(4) SMT. RUPA GHOSH** (PAN: AEMPG2610J) (O.C.I. No. A 1745616), daughter of Late Narendra Nath Roy Chowdhury, by occupation Teacher, by faith - Hindu, by nationality American, residing at 241 Maidenbrook Lane, Sacramento, CA 95823, USA and having correspondence address at 40, Mahanirban Road, Kolkata 700029 under Police Station Gariahat, hereinafter jointly referred to as to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective, legal heirs, successors, executors, administrators, legal representatives and permitted assigns) of the **FIRST PART**;

AND

M/S. J.G. DEVELOPMENT PRIVATE LIMITED (PAN AAACJ6837F) (CIN. U74210WB1985PTC038622), a Company incorporated under the provisions of the

Companies
Gariahat, Post
represented by
of Mr



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Alipora, South 24 Parganas
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Companies Act, 1956 and having its registered office at 176B, Rash Behari Avenue, Gariahat, Post Office Sarat Bose Road, Police Station Gariahat, Kolkata-700 029 represented by its Director **MR. JAYANTA MAZUMDAR** (PAN: CCCPM5612G) son of Mr. Jyotirmoy Mazumdar, residing at Apartment No, 207, Darpan Complex, 50A, Purna Das Road, Post Office Sarat Bose Road, Police Station Gariahat, Kolkata 700029, 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, successor-in-office/interest and/or assigns) of the **SECOND PART**.

The Owners and the Developer shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. By virtue of an Indenture of Conveyance dated 13th January 1933, registered with the office of Sub-Registrar Alipore and recorded in Book No. I, Volume No. 29, Pages 234 to 237 being No. 1351 for the year 1933, Roma Bhushan Bosu son of Late Phani Bhushan Bosu became the sole and absolute owner of All that the piece or parcel of land measuring about 5 Cottha 11 Chitak 39 Sq.ft be the same a little more or less situate and being Plot No. 654 of the surplus land in Improvement Scheme No. XV (B) formed out of portions of Municipal Premises No. 47/8, Gariahat Road, 18, 19 Panditiya Road, being a part of Holding Nos. 297, 436/256, 265, 255 and 266 in Sub-Division 'P', Division VI, Dihi Panchannan Gram, Police Station Tollugunge, District 24 Parganas herein after referred to as the **SAID LAND**.
- B. Subsequently the said Land was renumbered as P-654, Rasbehari Avenue and thereafter Premises No. 40, Mahanirban Road, Kolkata 700029.
- C. While exclusively seized and possessed of and/or otherwise well and sufficiently entitled to the said Land, said Roma Bhushan Bosu built erect and constructed a brick built multi storeyed building thereon.



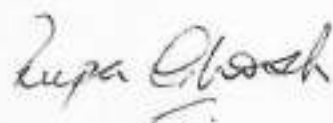

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District Sub Registrar 11
Alipora South 24 Parganas
26 AUG 1962

By a *Bengali Kobala* dated 20th November 1941, registered with the office of District Sub-Registrar Alipore and recorded in Book No. 1, Volume No. 100, Pages 85 to 90 being No. 4103 for the year 1941, said Roma Bhushan Bosu sold transferred and conveyed the said Land togetherwith the brick built multi storeyed building standing thereon to Amarendra Nath Roy son of Late Debendra Nath Roy for the consideration and on the terms and conditions fully mentioned therein.

- E. While exclusively seized and possessed of and/or otherwise well and sufficiently entitled to, said Amarendra Nath Roy, by a Deed of Settlement dated 30th March, 1964, registered with the office of District Sub-Registrar Sealdah and recorded in Book No. 1, Volume No. 16, Pages 150 to 154 being No. 559 for the year 1964, settle the said Land togetherwith the brick built multi storeyed building standing thereon in favour of a Trust created by him appointing his wife Ashalata Roy as the trustee of the said Trust with the terms and conditions fully mentioned therein.
- F. Said Amarendra Nath Roy died intestate on 23.06.1973 leaving behind him surviving his wife namely Ashalata Roy, two sons namely Samarendra Nath Roy Chowdhury and Narendra Nath Roy Chowdhury, two daughters namely Pratima Basu and Nilima Basu and childless widow of his predecesed son Rathindra Nath Roy namely Krishna Roy as his only legal heirs.
- G. While being the trustee of the above mentioned trust said Ashalata Roy died intestate on 22.05.1981 leaving behind her surviving her, two sons namely Samarendra Nath Roy Chowdhury and Narendra Nath Roy Chowdhury, two daughters namely Pratima Basu and Nilima Basu and childless widow of her predecesed son Rathindra Nath Roy namely Krishna Roy as her only legal heirs.
- H. Simultaneously with the death of the said trustee Ashalata Roy, the said Trust got dissolved and ceased to exist as per the terms of the said Deed of Settlement and further as per the terms of the said Deed of Settlement said Samarendra Nath Roy Chowdhury and Narendra Nath Roy Chowdhury became the joint and absolute owners of All that the piece or parcel of land measuring about 5 Cottha 11 Chitak 39 Sq.ft be the same a little more or less togetherwith the brick built multi storeyed building standing thereon



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Alipore, South 24 Parganas
26 AUG 2008

lying situate at and being Premises No. 40, Mahanirban Road, Kolkata 700029 having Assessee No. 110851300569 within the limits of Ward No. 85 of the Kolkata Municipal Corporation under Police Station Gariahat, South 24 Parganas hereinafter referred to as 'the **SAID PREMISES**' and morefully described in the **FIRST SCHEDULE** written hereunder.

- I. As per the terms of the said Deed of Settlement, said Krishna Roy became the life interest holder in respect of a room situated on the 2nd Floor of the building lying situate at being and part of Premises No.40, Mahanirban Road, Kolkata 700029 having Assessee No. 110851300569 within the limits of Ward No. 85 of the Kolkata Municipal Corporation under Police Station Gariahat, South 24 Parganas hereinafter referred to as the '**SAID PROPERTY**'.
- J. While jointly seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises said Samarendra Nath Roy Chowdhury died intestate on 09.02.1982 leaving behind him surviving his wife namely Juthika Roy and one son namely Soumendra Nath Roy and one daughter namely Sreelekha Roy Choudhury alias Sukla Roy as his only legal heirs and successors to his estate.
- K. While jointly seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises said Narendra Nath Roy Chowdhury died intestate on 12.04.1994 leaving behind him surviving his wife namely Manju Roy Chowdhury and two daughters namely Rina Basu Roy and Rupa Ghosh as his only legal heirs and successors to his estate.
- L. While jointly seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises said Juthika Roy died intestate on 25.02.2008 leaving behind her surviving her one son namely Soumendra Nath Roy and one daughter namely Sreelekha Roy Choudhury alias Sukla Roy as her only legal heirs and successors to her estate.
- M. While jointly seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises said Manju Roy Chowdhury died intestate on 18.04.2021 leaving behind her surviving her two daughters namely Rina Basu Roy and Rupa Ghosh as her only legal heirs and successors to her



Rupa Ghosh

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estate.

By a Deed of Transfer dated 25th day of August 2022, and registered with the office of the District Sub Registerer - II, Alipore and recorded in Book No. I, Volume No. 1602-2022, Pages 3969 06 to 3969 32, being No. 160211467 for the year 2022, said Krishna Roy transferred conveyed released, surrendered, gifted assigned and assured all her right title interest in respect of the said Property in favour of said Soumendra Nath Roy, Sreelekha Roy Choudhury alias Sukla Roy, Rina Basu Roy and Rupa Ghosh the Owners herein.

- O. Thus by virtue of inheritance and also by virtue of the said Deed of Transfer said Soumendra Nath Roy, Sreelekha Roy Choudhury alias Sukla Roy, Rina Basu Roy and Rupa Ghosh the Owners herein became the joint and absolute Owners of, seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises free from all encumbrances of every nature and kind.
- P. The Owners above named presently are the recorded Owners of the said Premises as per the books and records of the Kolkata Municipal Corporation and paying taxes regularly and presently seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises free from all encumbrances, charges, mortgages, liens, lispendens, injunction, status quo, occupancies, leases, tenancies, liabilities, acquisitions, requisitions, vesting, attachments, trusts of whatsoever nature.
- Q. The Owners were desirous of developing the said Premises by constructing a multi storeyed building upon demolition of the existing building thereat but due to their lack of expertise in construction of multi storeyed building and allied Act, Rules and Regulation they were in search for a responsible and reputable promoter/developer who will take up all the responsibilities of development of the said Premises by constructing the proposed multi storeyed building as per the plan(s) sanctioned by the appropriate authority upon demolition of the existing building thereat at its own cost and expenses.
- R. The Developer is a renowned developer in and around Kolkata and the



For J. G. DEVELOPMENT PVT. LTD.

Director



Soumendra Nath Roy
Sreelekha Roy Choudhury



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Owners being aware of the credential of the Developer have approached the Developer to develop the "Said Premises".

5. The Owners have agreed to grant **Development Rights** (as defined hereinafter) to the Developer and the Developer, relying on the representations of the Owners and believing the same to be true and correct, has consented to the same and the Parties have mutually agreed to and are entering into this Agreement to record their understanding with respect to the terms and conditions for such development of the said Premises and construction of the proposed Buildings thereat by the Developer herein.

NOW in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement and other good and valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, **THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the parties as follows:-

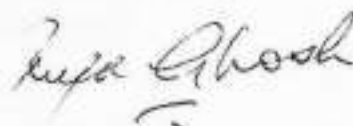
1. DEFINITIONS

Unless in this agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings:-

ARCHITECT - shall mean the Architect and/or Engineer, who may be retained and/or appointed by the Developer for designing, planning and supervising the carrying out of the development of the "Said Premises" as also construction of the proposed Project as per the sanctioned plan as also the Municipal Laws and the Building Rules.

ALLOTTEES-according to the context shall mean all the intending prospective or actual buyers/transferees, who would agree to acquire or shall have acquired on ownership basis or otherwise any Unit in the said Project and for all unsold Unit and/or Units shall mean the Owners and the Developer in their respective allocation.

AGREEMENT - shall mean this Agreement along with all annexures and schedules attached hereto and all instruments supplemental to or in amendment or furtherance or confirmation of this Agreement, entered into in writing, in accordance with its terms, including the Power of Attorney;



BUILDING - sh
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BUILDING - shall mean and include building consisting of residential flats, commercial spaces, semi-commercial spaces servant's quarters, parking spaces and other spaces including Common Areas to be constructed at or upon the "said Premises" as per the plan to be sanctioned by the Kolkata Municipal Corporation and/or approved by the competent authority and as per Municipal Laws and the Building Rules.

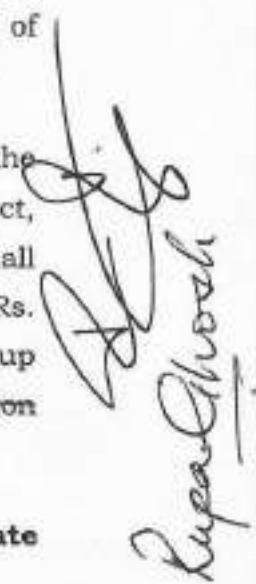
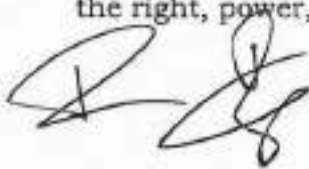
COMMON AREAS, FACILITIES AND AMENITIES - shall mean the areas, facilities and amenities in the Building(s) and/or the Land earmarked for common use and enjoyment of the Owners/occupiers of the Units and shall include the entirety of the said Premises, lifts, lift lobbies, shafts/ducts, fire escapes, entrances and exits of the building corridors, hallways, stairways, internal and external passages, passage-ways, terraces, periphery walls, parapet walls, pump house, overhead water tanks, reservoirs water pumps and motors, drive-ways, common lavatories, drains, sewers, pits, machine room, store room, caretaker room, common storage spaces, electricity installation rooms, gas bank, generator room, electric/transformer/meter or other equipment room, common toilets and other spaces to be reserved by the Developer, Generator, transformer and other facilities, projections, foundation, columns, supports, facilities and all commercial facilities in the Project which may be provided by Developer and required for establishment, location, use, enjoyment, provisions, maintenance and/or management of the said Premises as would be decided by Developer after sanction of plan.

COST OF CONSTRUCTION shall mean all costs and expenses for the construction and development of the Project, marketing of the Project, Architect fees etc. and for obtaining any Approvals for the same, which shall exclude the Reimbursable Costs. For the purpose of this Agreement Rs. 2,600/- has been fixed as construction cost per square feet super built up area which is subject to revision ~~from time to time taking into consideration the then prevailing inflation rate.~~ *on mutual agreement.*

DEVELOPER shall mean and include **Messrs. J.G. Development Private Limited**, and its successor or successors-in-interest and/or assigns.

DEVELOPER'S ALLOCATION - shall mean the allocation as ascribed in the Clause No. 5.2 herein below and sub clauses thereunder;

DEVELOPMENT RIGHTS - shall include (but not be limited to), *inter alia*, the right, power, entitlement, authority, sanction and permission to:



Rupa Ghosh



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- (i) enter upon and take possession of the said Premises in accordance with this Agreement for the purpose of development and construction of the Project and to remain in such possession until the Completion of the Project;
- (ii) demolish the existing structures in the said Premises;
- (iii) appoint, employ or engage architect, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the planning, design, development and construction of the Project;
- (iv) carry out planning, design, all the infrastructure and related work/ constructions for the Project, including leveling, water storage facilities, water mains, sewages, storm water drains, , boundary walls, electrical sub-stations and all other common areas and facilities for the total built up area to be constructed at the said Premises as may be required by any Approvals, layout plan, or order of any Governmental Authority; and to set up site offices, marketing offices and construct sample apartments/ Units;
- (v) launch the Project for booking and receive advances on sale of Units in the Project from the Allottees and to exercise full, exclusive and irrevocable marketing, leasing, licensing and sale rights in respect of the Units and related undivided interests in the said Premises and enter into agreements of transfer with all Allottees of the Units and on such marketing, leasing, licensing or sale, to receive proceeds and give receipts and hand over Ownership, possession, use or occupation of the Units to the Allottees;
- (vi) deal with, appear before and file applications, declarations, certificates and submit/receive information, as may be required under the Applicable Law, any municipal corporation or Governmental Authority in relation to the said Project necessary for the full, free, uninterrupted and exclusive development of the said Premises, and construction of the Building on the said Premises.
- (vii) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the marketing, leasing, licensing or sale of the



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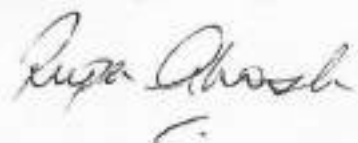


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Units, including execution/registration of the Unit Transfer Agreements, appear and present for registration before the jurisdictional Registrar or Sub Registrar towards registration of the documents for sale, lease or transfer of the Units;

- (viii) remain in control of the said Project or any part thereof, until the completion of the Project and marketing and transfer of the constructed space in the Developer's Allocation of the Project and every part thereof.
- (ix) manage the said Premises and the Common Areas constructed upon the said Premises till the completion of the Project and transfer/assign such right of maintenance to the Association upon formation and to retain all benefits, consideration etc. accruing from such maintenance of the Project in trust for the Association and handover the same to the Association on its formation;
- (x) apply for and obtain any approvals in the name of the Owners or wherever required under the Applicable Law in the name of the Developer, including any temporary connections of water, electricity, drainage and sewerage in the name of the Owners for the purpose of development and construction and Completion of the Project or for any other exploitation of the Development Rights in the Project as per this Agreement;
- (xi) generally, do any and all other acts, deeds and things that are ancillary or incidental for the exercise of the Development Rights, including any rights stated elsewhere in this Agreement.

FORCE MAJEURE - shall mean and include an event preventing either Party from performing any or all of their obligations under this Agreement, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, epidemic, pandemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or omissions (including failure to grant any





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necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders.

OWNERS - shall mean and include Soumendra Nath Roy, Sreelekha Roy Choudhury alias Sukla Roy, Rina Basu Roy and Rupa Ghosh and their successor or successors in interest and/or permitted assigns.

OWNERS' ALLOCATION - shall mean the allocation as ascribed in the Clause No. 5.1 herein below and sub clauses thereunder;

PERSON- shall mean any individual, sole proprietorship, unincorporated association, body corporate, corporation, company, partnership, limited liability company, joint venture, Governmental Authority or trust or any other entity or organization;

PLAN - shall mean the plan(s) to be sanctioned by the Kolkata Municipal Corporation and other sanctioning authority for construction of the building /Project and all modifications and/or alterations thereto from time to time made or to be made by the Developer either under advice or on the recommendation of the Architect and approved by the sanctioning authorities.

PROJECT - shall mean and include the project of Development of the "said Premises" and construction of the Building by the Developer for Sale on ownership or otherwise disposal of Units thereat. The name of the Project shall be decided by the Developer and such name shall not be changed by the Owner(s) and/or the Allottees of the Units.

PROPORTIONATE OR PROPORTIONATELY - according to the context shall mean the proportion in which the built up area of any Unit or Units may bear to the total built-up area of all the Units in the Project.

REIMBURSABLE COSTS - means all costs and expenses as are required to be paid by the Owners as set forth at **SECOND SCHEDULE** of this Agreement;

SAID PREMISES- shall mean Premise No. 40, Mahanirban Road, Kolkata 700029 more fully and particularly described in the **FIRST SCHEDULE** hereunder written.

SECURITY DEPOSIT-shall have the meaning as specified in Clause 7



SPECIFICATION mentioned in alternate



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SPECIFICATION - shall mean the specification for the said Project as mentioned in the **FOURTH SCHEDULE** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect or Civil Engineer.

TITLE DEEDS - shall mean the documents of title of the Owners and their predecessor in title in respect of the Said Premises.

TRANSFER -with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multi-storeyed building to the transferees thereof as per Law.

UNITS/ SALEABLE AREAS- shall mean the Residential Flats, Servant's quarters, Car Parking Spaces, Commercial Spaces and other spaces comprised in the project capable of being held independent of each other and capable of being enjoyed as a Unit along with Common Areas, Facilities and Amenities and/or are capable of being dealt with or transferred by the Owners and the Developer.

2. INTERPRETATION

In this Agreement, unless the contrary intention appears any reference to any statute or statutory provision shall include:

- 2.1 Any covenant by the Developer and/or the Owners not to do or commit any act deed or thing shall mean and include their respective obligations not to permit such act or thing to be done or committed;
- 2.2 Any reference to the singular shall include the plural and vice-versa;
- 2.3 Any references to the masculine, the feminine and the neuter shall include each other;
- 2.4 The expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the entire section (not merely the sub section, paragraph or other provision) in which the expression occurs;
- 2.5 Each of the representations and warranties provided in this Agreement is independent of other representations and warranties and unless the



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Alipore, South 24 Parganas
26 JUL 1962

contrary is expressly stated, no Clause in this Agreement limits the extent or application of another Clause or any part thereof;

2.6 Headings to clauses, schedules and parts and paragraphs thereof are for convenience only and shall not form part of this Agreement nor control the construction or interpretation of the clauses, schedules and parts and paragraphs under the headings;

2.7 The recitals and the schedule and any other document referred to in this Agreement by reference shall form integral part of the Agreement;

2.8 Any reference to "development and construction" shall mean and include demolition, planning, designing, construction, development, marketing of the Project and sale and transfer of the Developer's Share in the Project in the said Premises in terms of the Agreement;

2.9 "In writing" include any communication made by letter, fax or e-mail;

2.10 all the aforesaid recitals shall form integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

3. PURPOSE

3.1 This Agreement is to set forth the terms and conditions with respect to and pertaining to the grant of the Development Rights of the said Premises by the Owners in favour of the Developer, the nature of the Project to be developed by the Developer and the rights and obligations of the Parties towards the implementation of the Project.

3.2 The Parties shall extend all cooperation to each other and do all such acts and deeds that may be required to give effect to and accomplish the provisions and purposes of this Agreement. The Owners shall provide all assistance to the Developer that may be required by the Developer from time to time for the purpose of carrying out the transactions contemplated hereby.

3.3 If, for any reason whatsoever, any term contained in this Agreement cannot be performed or fulfilled, then save and except any other rights the Parties respectively may have against the other under this Agreement or in law, the Parties shall meet, explore and agree to any alternative





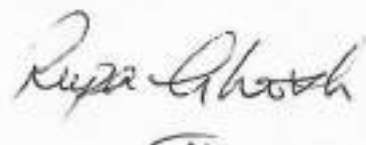
District Sub Registrar-II
Bangalore, South 24 Warganas
26 Nov 1982

...tions depending upon the changed circumstances, but keeping in
view the spirit and objectives of this Agreement.

GRANT OF DEVELOPMENT RIGHTS

- (i) Subject to the terms and conditions contained in this Agreement, on and from the Effective Date, the Owners hereby exclusively grant to the Developer and the Developer hereby accepts from the Owners, all the Development Rights in respect of the said Premises. The Parties agree that hereafter the Project shall be exclusively implemented/constructed/ developed by the Developer as per the terms contained in this Agreement. The Owners hereby agree not to disturb, interrupt or interfere with or commit any act or omission which would in any manner result in any detriment to the Development Rights of the Developer or delay or stoppage of the Project.
- (ii) The Parties agree to ensure that no other person, acting under or through them, does, any act of commission or omission that (a) interferes with or causes any obstruction or hindrance in the exercise of any of the Development Rights by the Developer; or (b) whereby the grant of the Development Rights or the rights of the Developer in respect of the said Premises are prejudicially affected. In the performance of its duties and the exercise of its rights, powers and authorities under this Agreement, the Owners shall act in the best interests of the Developer and shall not, in any manner whatsoever do any act, deed or thing that is detrimental to or against the interests of the Developer. The Owners shall not do or have any right to do any act or deed which tends to have the effect of interrupting the progress or Completion of the development of the Project on the said Premises or which either renders the Developer incapable of performing its obligations under this Agreement or increases the burden of the Developer in performing its obligations under this Agreement, or which adversely affects the rights of the Developer, or which adversely affects the Project.

4.2 The Developer shall, at its costs and expenses, carry out the development and construction of the Project. Further the Developer shall, at its costs





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and expenses, obtain all requisite Approvals for development and construction of the Project. All Project Costs shall be payable by the Developer.

The Developer shall prepare, all applications, plans, undertakings, lay out plans, details, descriptions etc. for submission with any Government Authority for obtainment of any Approval. The Owners agree that in the event the Owners are required to obtain any Approvals or have at any point in time applied for or obtained, any Approval whether with respect to the Project, it shall provide to the Developer copies of all such applications along with documents filed and approvals obtained, as and when the same are made or obtained.

- 4.4 The Owners agree that within 1 (one) month from the date of sanction of the building plan subject to Conditions Precedent specified in clause 8, the Owners shall hand over the vacant and peaceful possession of the said Premises exclusively to the Developer for the purpose of development and construction of the Project, and the Developer shall have the right to enter upon the said Premises directly and/or through its affiliates, associates, nominees, agents, architects, consultants, representatives, contractors, and/ or assigns, to do all such acts and deeds required and/or necessary for, exercising the Development Rights and for the implementation and development of the Project. Provided however that, nothing contained herein shall be construed as delivery of possession in part performance of any Agreement of Sale under Section 53-A of the Transfer of Property Act, 1882 or Section 2(47) (v) of Income Tax Act, 1961. The possession of the said Premises to be handed over to the Developer shall be in accordance with and for the purposes of development and construction of the Project and other rights and entitlements as set forth in this Agreement.
- 4.5 Nothing in these presents shall be construed as a sale, transfer or assignment or conveyance in law by the Owners 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, save the right to undertake development and other rights interest and entitlements as per this Agreement.



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The Developer shall execute the Project strictly in accordance with the Building Plan sanctioned by the competent authority.

The Owners agree and undertake to execute, maintain and cause to be registered simultaneously herewith or any time hereinafter an, exclusive irrevocable Development Power of Attorney in favour of the Developer. The Development Power of Attorney executed by the Owners in favour of the Developer shall remain effective and registered for the entire term of this Agreement so as to enable the Developer to perform all its obligations as stated under this Agreement and to enable the Developer to sell the transferred units/area which are/may/could be transferred or appropriated through adjustments made from the Owner's Share/Allocation to the Developer for any reason whatsoever. The Owners agree and undertake not to cancel, revoke or modify the Development Power of Attorney without the prior written consent of the Developer. The Developer shall be entitled to appoint one or more substitutes under the said Development Power of Attorney for the exercise of any or all of the powers and authorities thereunder in favour of any of its Affiliates.

- 4.8 The Developer shall be at liberty to incorporate an Association upon completion of the Project to look after, manage and administer such maintenance work on account of the Allottees of the Units in the Building constructed at the said Premises and also realise the monthly maintenance charges and incur costs and expenses for the maintenance.

5 SHARE OF THE OWNERS AND THE DEVELOPER IN THE PROJECT

5.1 The Owners shall be entitled to:

- i.) 50% of the saleable area of the 2nd Floor at the rear side of the building AND the entire saleable area of the 3rd Floor and 4th Floor comprising of various residential Units AND Five covered /open car parking spaces on the Ground Floor of the multistoreyed building of the said Project.
- ii) **AND TOGETHER WITH** proportionate undivided impartible share in the said Premises;
- iii) **AND TOGETHER WITH** the undivided proportionate share in





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Common Areas, Facilities and Amenities of the Project to be constructed on the said Premises

The Developer shall be entitled to:

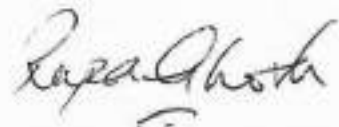
- i) The entire saleable areas of the Ground Floor comprising of various non-residential Units and or constructed space and/or car parking spaces save and except Five covered /open car parking spaces earmarked as Owners' Allocation AND The entire saleable areas of the First Floor comprising of various non-residential Units and or constructed space AND 50% of the saleable area of the 2nd Floor at the front side of the building comprising of residential Units and or constructed space; of the multistoreyed building of the said Project;
- ii) **AND TOGETHER WITH** proportionate undivided impartible share in the said Premises;
- iii) **AND TOGETHER WITH** the undivided proportionate share in Common Areas, Facilities and Amenities to be constructed on the said Premises.

5.3 Subject to the approval of the sanctioning Authority, in case of construction beyond Fourth Floor i.e, Ground + IV Storeyed; Owners and Developer shall share the proceeds of the "Best Sale Price" of such Construction equally after adjusting therefrom the cost of such Construction of the multistoreyed building at the said Premises. Be it noted that the Reimbursable Costs mentined herein shall not form a part of the Best Selling Price or the Sale Proceeds and shall be solely realise and appropriate by the Developer.

5.4 The above allocations are fixed, deemed final. No further claim, whatsoever in nature, will be entertained in the future in the finished Project under the clause Owners' Allocation

6 BEST SELLING PRICE

The Owners and the Developer have mutually agreed that the Best Selling Price in respect of the area constructed beyond Fourth Floor i.e. Ground + IV, shall be mutualy decided by the Owners and the Developer.



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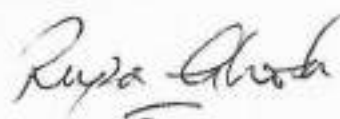
SECURITY DEPOSIT

On the understanding that the Developer is and shall be deemed to be in de-jure possession of the said Premises from the date of execution and registration of the instant Development Agreement, the Developer agrees to pay **Rs. 72,00,000/- (Rupees Seventy Two Lacs) only**, subject to TDS, as interest free security deposit ("**Security Deposit**") to the Owners towards part performance of this Agreement in the following manner:

- (i) Rs. 10,00,000/- (Rupees Ten Lacs) only, subject to TDS, at or before the execution of this Agreement' (the receipt whereof the Owners do hereby as also by the receipt hereunder written admit and acknowledge);
- (ii) Rs. 32,00,000/- (Rupees Thirty Two Lacs) only, subject to TDS, within 2 (two) months from the date hereof subject to the markatable title report;
- (iii) Rs. 30,00,000/- (Rupees Thirty Lacs) only, subject to TDS, within 1 (one) months from the date of issuance of sanctioned building plan and on or after the date of take over the exclusive possession of the said Premises.

7.2 The Developer shall also provide a rental accomodation of 3BHK residential Unit with lift facility togetherwith one car parking parking space within the vicinity of the said Premises to the said Soumendra Nath Roy and rent and maintanance charges for such residential Unit and car parking parking space shall be borne by the Developer for the period starting from the date of hand over of the vacant possession of the said Premises to the Developer till the date of handover of possession of the Owners' allocation to the Owners. Cost and expenses of shifting of said Soumendra Nath Roy to such rental accomodation shall also be borne by the Developer.

7.3 The Developer shall arrange for a secured space for the safe keep of the Owners' belongings at its own cost for the period starting from the date of hand over of the vacant possession of the said Premises to the Developer till the date of handover of possession of the owners' allocation to the Owners without any obligation in case of any loss and/or damages caused



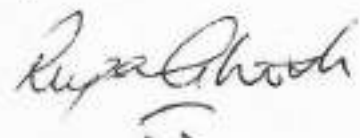


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such belongings due to any reason not attributable to the fault or negligence of the Developer and/or beyond the control of the Developer.

As security for the said Security Deposit, the Owners shall hand over all the original documents of title in respect of the said Premises to the Developer simultaneously with the payment as stated in Clause 7.1 (ii) and which shall be held by the Developer during the subsistence of this Agreement and unless default is committed by either party, shall be made over to the Association upon its formation.

- 7.5 If the Owners fail to make out a good and marketable title to the said Premises to the satisfaction of the Developer or if the Owners fail to perform any of its obligation under this Presents, then the Developer shall be entitled to cancel this Agreement whereupon the Owners shall refund the Security Deposit paid to the Owners together with the Rehabilitation Expenses (described in Clause 7.2 and 7.3 herein) incurred for the Owners together with all costs of stamp duty, registration fees, advocates fees and other legal and other expenses as incurred by the Developer within 30 days from the date of such cancellation and simultaneously therewith the Developer shall return to the Owners all the original documents of title in respect of the said Premises which were expressly handed over to the Developer as per the terms of this Agreement. In the event of inordinate delay beyond 30 (thirty) days, the Developer shall be entitled to get simple interest of 18% per annum on the total demand from the date on which the Developer becomes entitled to receive the refund in terms of this Agreement till the actual refund of the same and until such refund, the Developer shall have charge on the said Premises.
- 7.6 In case the Owners successfully establishes their good and marketable title to the said Premises to the satisfaction of the Developer and its Advocates and fulfils all its obligations hereunder to the satisfaction of the Developer and its Advocates then and in such an event the Security Deposit shall become nonrefundable by the Owners to the Developer. Therefore, the Security Deposit shall become a part of the Owners' Allocation in addition to the share mentioned in Clause 5.1.





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CONDITIONS PRECEDENT

Owners shall hand over vacant and peaceful possession of the said premises exclusively to the Developer within 1 (one) month from the date of sanction of the building plan subject to the conditions mentioned in the **THIRD SCHEDULE ("CONDITIONS PRECEDENT")**. It is hereby clarified that the Owners shall be responsible for the satisfaction of the Conditions Precedent.

9. MARKETING RIGHTS AND PROJECT SALES

- 9.1 The Owners agree and undertake that (i) the Developer shall have the exclusive right to launch the Project, name the Project, display, signage/display rights (whether on hoardings or on terraces or otherwise) and sell/license/transfer the Developer's Allocation, in such manner and on such terms, as may be deemed appropriate by the Developer, in its sole and absolute discretion; (ii) the name and/or identification numbers given to the buildings or portions thereof of the Project shall be displayed in a manner as may be decided by the Developer in its sole discretion; (iii) no signboard, hoarding or any other logo or sign shall be put up by the Owners on the Buildings or on the exterior of the Buildings or on the outer walls of the Buildings of the Project; and (iv) the Owners shall not do any act or thing that may adversely affect the aesthetic appearance/beauty of the Buildings of the Project nor do anything which may cause nuisance or obstruction or hindrance to the Allottees.
- 9.2 The Developer shall have all right, power and authority to execute and register all the Agreements for Sale, Deeds of Conveyance and/or other Indentures/Instruments as the case may be for transferring the Unit(s) and the proportionate undivided interests in the Land in favour of the Allottees of the Unit(s). The Owner, as and when called upon by the Developer, shall join and execute all such Agreements for Sale, Deeds of Conveyance and/or other Indentures/Instruments as a party in such capacity as may be appropriate in the context.

10. CONSTRUCTION AND COMPLETION OF THE PROJECT

- 10.1 (i) The Developer has agreed to commence construction of the Project after





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Condition Precedent morefully mentioned in the Third Schedule and after the demolition of the existing buildings/structures on the said Premises, within a period of 6 (six) months from the date of obtaining the last of the Approvals by the concerned regulatory authority required for commencement of construction of the Project subject to there being: (a) no Force Majeure events; and (b) no defaults of the Owners or any acts, omissions or conduct of the Owners or any persons acting on behalf of the Owners which may cause or result in delays in commencement of construction (such date shall be calculated after taking into consideration delays/ time taken owing to the Force Majeure and others events as stated above), being referred to as the "**Construction Commencement Approvals Date**" or the "**CCA Date**").

(ii) Developer shall at its own cost and expenses and without creating any financial or other liability on the Owner, develop the said premises and construct the Building(s) thereat in accordance with the Building Plans, specifications and elevations sanctioned by the local, Municipal and Development authority subject to any amendment, modification or variation to the said Building Plans and specifications which may be made by the Developer subject to the approval of the appropriate authorities, if required. It is the responsibility of the Developer to make the construction of the project strictly as per law and no liability whatsoever shall be that of the Owner if the Developer violates any provision of the Kolkata Municipal Corporation Act or any other law in force. The Developer assures and undertakes to abide by all such laws and agrees to indemnify the Owners for any loss caused to them due to any such violation by the Developer. Any issue/claim/dispute arising due to the development/construction related activities shall be the sole responsibility of the Developer and the Owners shall not be liable in respect of the same. The Project as a whole and the Building(s) shall be constructed under the supervision and guidance of the Architect and the decision of the Architect as to the cost, quality of the materials and specifications to be used for construction of the Building(s) shall be final, binding and conclusive on the Parties.

(iii) Owners shall have the full liberty to enter the said Premises at any time and inspect and/or cause to be inspected the material and/or the construction at the said Premises but only after serving a notice of minimum





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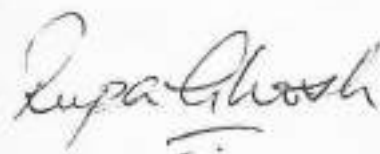
to the Developer. However, Owners shall share their views only with the officers designated by the Developer for the purpose.

The Developer shall cause construction by use of standard quality building materials specifications as may be recommended by the Architects of the Project keeping in mind the conditions that may be imposed by various sanctioning and approving authorities and agencies. Developer shall furnish the certificate of the Architects as to the quality of material and construction being carried out in terms of this Agreement to the Owners on a quarterly basis only for the specific issues raised by the Owners.

(v) In case of any defect in construction of the Project or part thereof whether detected while the work is in progress or within six months after Completion, Developer shall take immediate steps to rectify the defect either on its own or upon receipt of any notice from the Owners and/or the Purchasers to rectify such defects and all costs, charges and expenses in that regard shall be borne and paid by Developer. Upon such rectification, the Developer shall furnish a certificate of the Architect confirming removal of defect.

(vi) All taxes, duties, cess, levies etc. levied by or payable to any Government Authority or any municipal or other authority relating to the said Premises upto the date of physical possession of the said Premises is handed over to the Developer shall be the liability of the Owners.

10.2 Subject to Force Majeure and/ or any delays owing to defaults of the Owner(s) or any acts, omissions or conduct of the Owner(s) or any persons acting on behalf of the Owner, the Developer shall complete construction and offer possession of the Units of the Owners' Allocation to the Owners within a period of 24 (twenty four) months from the "Construction Commencement Approvals Date" or the "CCA Date" with a grace period of 6 (six) months; ("**Completion Period**"). It is clarified that the Parties agree that any delays owing to Force Majeure; and/ or any delays owing to defaults of the Owner(s) or any acts, omissions or conduct of the Owner(s) or any persons acting on behalf of the Owner; shall be excluded from the calculation/ determination of the Completion Period.





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REPRESENTATIONS, WARRANTIES AND COVENANTS

Owners and the Developer expressly agree that the representations, warranties and covenants contained in this Agreement shall be the essence of this contract.

Each of the Parties hereby represents, warrants, covenants and undertakes to the other Party that:

It has the full power and absolute authority to enter into, execute and deliver this Agreement and any other deeds, documents or agreements, including Power of Attorney, development agreements and consents, contemplated hereunder or pursuant hereto and to perform the obligations, transaction contemplated hereunder and, in case of body corporate, it is duly incorporated or organised with limited liability and existing under the laws of the jurisdiction of its incorporation;

- (ii) Both the Owners and the Developer shall take such further steps and do or commit such further acts, and also execute and deliver such further instruments and documents, and generally to do all such other things as may be reasonably necessary to accomplish the Development of the "said Premises" and/or construction of the proposed building by the Developer as contemplated in this Agreement;
- (iii) This Agreement constitutes a legal, valid and binding obligation on the Party, enforceable against it in accordance with its terms;
- (iv) If at any time hereafter it shall appear that either of the parties hereto has failed and/or neglected to carry out its/their obligations under this agreement or to extend full co-operation agreed to be extended hereunder, then the other party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by them from the defaulting party, without prejudice to its other rights hereunder.
- (v) All deeds, documents, Agreements and papers as may from time to time be required to be prepared in pursuance of this Agreement shall be prepared by the Developer and its Advocate(s).
- (vi) The Developer shall have the sole and exclusive right to appoint, employ or engage architect, surveyors, engineers, contractors, sub-contractors,





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...ear, workmen, personnel (skilled and unskilled) or other persons to carry out the planning, design, development and construction of the Project.

The Developer and/or its Advocate/s shall be at liberty but not obliged to publish any notice or notices in newspaper/s in regards to the said Premises for any reason whatsoever without any written consent from the Owners.

- (viii) Upon issuance of completion certificate by Kolkata Municipal Corporation, the Parties shall become liable and responsible for the payments of rates and taxes in the ratio of their respective allocations irrespective of the fact whether actual physical possession was taken or not.
- (ix) The costs, charges and expenses for providing any additional facility and/or utility and/or up-gradation of building materials at the request of the Owners in or relating to the Apartment(s) belonging to the Owners' Allocation shall be borne by the Owners in full. It is further clarified that if by reason of such additional work any delay is caused in completion of construction of the said Project ultimately resulting in delay in the delivery of possession of the Owners' allocation, by the Developer to the Owners, the Developer shall not be held responsible and liable for payment of any penalty, interest, damage, compensation, etc for such delay.
- (x) The Parties or their respective Allottee(s) shall pay or deposit the following proportionate costs for their allocation:- (a) All costs for obtaining electricity connection(s); (b) All deposits required to be made with CESC Ltd; (c) Generator and Electric Meter Charges and (d) Proportionate costs for LT connection charges, switchgear, cables and allied installations.

11.2 The Developer hereby represents and warrants to the Owners as follows:

- (i) All information contained or referred to in this Agreement which has been given to the Owner, continues to be, true, complete and accurate in all respects and not misleading in any manner. Nothing has occurred (since the time such information was given) that results in any



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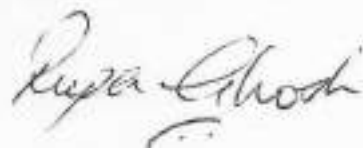
information, provided by them or on their behalf in connection with the transaction contemplated herein, becoming untrue or only partially true in any respect; and

The Developer shall carry out and complete the development of the "said Premises" and/or construction of the Project within the agreed time, strictly in accordance with the Plan to be sanctioned by the Kolkata Municipal Corporation.

Save and except the conditions specifically mentioned herein, the Developer under no circumstances shall demand the Project Costs from the Owner, in part or whole.

11.3 The Owners hereby represent warrant and covenant to the Developer as follows:

- (i) Clear & marketable title: Save and except as referred in "Conditions Precedent" as per Third Schedule, the Owners possesses clear, marketable, unfettered, absolute and unrestricted right, title and interest on the said Premises and are the absolute and exclusive Owners of the said Premises having peaceful, legal and physical possession thereof and no other person has any right, title, interest, claim or concern of any nature therein and there are no impediments, defaults, omissions or constraints whatsoever with regard to the rights, ownership, titles, estate, privileges and interests vesting in the Owners. All current and antecedent title documents have been duly registered and stamped at the correct valuation of the said Premises as required under law;
- (ii) No Encumbrance: The said Premises and all parts of it are free from all kinds of Encumbrance and third party claims including any prior sale, agreement to sell, development agreement, joint venture agreement, gift, mortgage, tenancy, license, trust, life interest, occupancy right, exchange, lease, encroachment by or settled possession of a third party, legal flaw, claims, prior agreement to sell, loan, surety, security, lien, court injunction, litigation, stay order, notices, charges, disputes, acquisition, attachment in the decree of any court, hypothecation, income tax or wealth tax attachment or any other registered or unregistered Encumbrance whatsoever;





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There are no subsisting agreement or arrangement entered into by the Owners concerning sale, lease, tenancy, development or otherwise transfer of "said Premises" or any part thereof (except with the Developer herein) nor have the Owners received any deposit and/or earnest money or token money from any person or persons under any arrangement whatsoever in respect of the said Premises or any part thereof nor have the Owners dealt with the said Premises in any manner contrary to this Agreement;

- (iv) No Prior power of attorney: The Owners have not issued and/ or executed any power of attorney or any other authority, oral or otherwise empowering any other person(s) to deal with the said Premises or any part thereof for any purpose whatsoever;
- (v) No future impediment: The Owners agree and covenant that after execution of this Agreement, and except in accordance with the terms hereof, they shall not enter into any agreement, commitment, arrangement or understanding with any person which shall have the effect of creating, directly or indirectly and whether immediately or contingently, in favour of such person any right, interest, title, claim or Encumbrance in or over or in relation to the said Premises and/ or the constructed area or any part thereof;
- (vi) Each of the representations and warranties set forth in this Clause shall be construed as a separate warranty and (save as expressly provided to the contrary herein) shall not be limited or restricted by reference to or inference from the terms of any other representation or warranty or any other term of this Agreement or qualified by any actual or constructive knowledge on the part of the Developer or any of its agents, representatives, officers or employees.
- (vii) For the avoidance of doubts, the representations, warranties and covenants mentioned in Clause 11 shall survive and continue to be in force and effect from the Effective Date.
- (viii) As and when requested by the Developer, the Owners shall sign execute and deliver all necessary papers, applications, plans, sketches, maps, designs and other documents as may from time to time be required by the Developer for carrying out the Project and/or obtaining the



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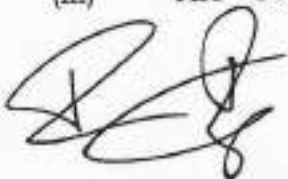
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phone, electricity, water, drainage/sewerage and other essential services at the said Premises and/or Building(s) and/or Units.

The Owners shall, at their own costs and expenses, settle all disputes, claims, demands, suits, complaints, litigation, etc. in relation to the right, title and interest of the Owners over the said Premises which may be raised, filed or created during the subsistence of this Agreement by any person, occupants, tenants or society etc. to ensure that the development and construction of the Project on the said Premises by the Developer shall not be interrupted, obstructed, hampered or delayed in any manner by such disputes, claims, demands, suits, complaints, litigation, etc. Further, the Owners agree and acknowledge that in the event the Developer incurs any reasonable costs, expenses, damages etc. to rectify or remedy the title of the said Premises, it shall be entitled to deduct/adjust such incurred amounts from the Owners' Share.

11.4 Owners' Obligation:

- (i) It is the primary obligation of the Owners to make out a free and marketable title in respect of the said Premises and also assure that the same is free from all encumbrances, charges, liens, lispendens, attachments, mortgages, acquisition, requisition, vesting, debutteror trust life interest, occupancy right etc. whatsoever. The Owners assume all responsibilities and obligations with regard to issues and consequences arising from the representations made by the Owners in confirmation of title of the said Premises. The Owners have full knowledge of the fact that the Developer has agreed to sign and execute the present agreement solely relying upon the representation made by the Owners.
- (ii) The Owners shall duly made available to the Developer vacant and peaceful physical possession of the "said Premises" for the purpose of development of the "said Premises"/construction of the Project within 1 (one) month from the date of sanction of the building plan on the understanding that the Developer is and shall be deemed to be in de-jure possession of the said Premises from the date of execution and registration of the instant Development Agreement.
- (iii) The Owners shall duly hand over to the Developer all required





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missions including all certificates relating to mutation of the "said Premises" in originals and the receipts evidencing up-to-date payment of property related taxes.

The Owners herein shall bear and pay municipal taxes and all other rates, taxes and outgoings on account and in respect of the "said Premises" for the period upto the date of hand over of the exclusive physical possession of the said Premises.

- (v) The Owners shall sign execute and deliver all necessary papers, applications, plans, sketches, maps, designs and other documents as may from time to time be reasonably required by the Developer for obtaining necessary sanctions, permissions, approvals and/or No Objection Certificates from the appropriate government authorities and/or departments including obtaining of necessary Sanctioned Plan from the Kolkata Municipal Corporation in the name of the Owners and also for carrying out the construction of the Project and/or development of the "said Premises".
- (vi) Simultaneously with the execution hereof, the Owners shall grant Power of Attorney in favour of the Developer and/or its nominee/s authorizing and/or empowering it/him/them to do all acts deeds matters and things, to carry out Development of the "said Premises" and Construction of the Project in conformity with the terms and conditions of this Agreement and to appear and represent the Owners before the Corporation and all the Government authorities and/or departments and also to apply for and obtain all sanctions, permissions, clearances, approvals and no objections from the concerned authorities and/or departments as also to obtain telephone, electricity, gas and other connections at the said Premises and/or the Project and/or Units and to do all acts deeds matter and things for carrying out and completing the Project and further to sign execute and register all agreements, contracts, deeds and documents for sale or otherwise disposal of the "Units" and "other saleable spaces" of the proposed Project after sanction of Plan. The Power of Attorney to be granted by the Owners as aforesaid shall form an integral part of this Agreement and shall at all time be co-existent and co-terminus with this Agreement. It is expressly made clear that the Owners shall not have any financial or other liability to any





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person or entity by virtue of any power exercised by the Developer and/or its nominee/s pursuant to the Power of Attorney save and except obligation towards transfer of title of "Units" of the Project in terms of this Agreement and the Developer hereby indemnifies and agrees to keep the Owners fully indemnified in this regard.

- (vii) The Owners shall provide the Developer with any and all documentation and information relating to the said Premises as may be required by the Developer from time to time.
- (viii) The Owners shall take over the possession of the Owners' Allocation within 15 (fifteen) day's from the date of notice issued by the Developer to the Owners to take possession of the Owners' Allocation.

11.5 Developer's Obligation: The Developer has agreed that:

- (i) Execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies.
- (ii) The Developer shall be responsible for planning, designing, development and construction of the Project with the help of professional bodies, contractors, etc. and prepare the building/s plan and get it approved from the concerned authorities and to pay the demand raised towards the sanction of the said plan.
- (iii) The Developer shall construct the Project at its own cost and responsibility. The Developer shall alone be responsible and liable to Government, Corporation and other authorities concerned as also to all the labourers, staff and employees engaged by it and shall alone be liable for any loss or for any claim arising from such construction.
- (iv) Subject to the conditions precedent the Developer shall obtain all approvals permission sanctions and launch/commence sales of the Project as early as possible and commence construction of the Project within 6 months from the "CCA Date". The development of the "said Premises" and/or construction of the said Project shall be made complete in all respect by the Developer including all Common Areas, facilities and amenities like installation of lifts, tube well, electrical connection and fittings, water pumps, municipal water, sewerage and drainage connections, plumbing and sanitary fittings as also over-head





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and under-ground water reservoirs, etc. All the units in the said Project shall be made habitable fitted with necessary electrical and sanitary fittings and fixtures and lifts as per the specifications mentioned in the FOURTH SCHEDULE written hereunder.

- (v) The Developer shall at its own costs duly apply for and obtain electricity, water, sewerage and drainage connections at the Project and shall also obtain necessary occupation certificate / completion certificate from the Kolkata Municipal Corporation as be required under the Municipal laws.
- (vi) The Developer shall complete the development of the "said Premises" and/or construction of the Project and obtain full occupation certificate and full completion certificate regarding the entire Project within a period of 24 (twenty four) months from the "Construction Commencement Approvals Date" or the "CCA Date" with a grace period of 6 (six) months, subject to Force Majeure and/or any delays owing to defaults of the Owner(s) or any acts, omissions or conduct of the Owner(s) or any persons acting on behalf of the Owner(s);
- (vii) Upon obtaining 'Completion Certificate' for the Building from the Kolkata Municipal Corporation, the Developer shall give 15 (fifteen) days' notice to the Owners to take possession of the Owners' Allocation.
- (viii) Upon completion of construction and obtaining completion certificate, the Developer shall first handover possession of the units belonging to the Owners' allocation prior to those of the units which belong to the Developer's allocation.
- (ix) Upon completion of the project and handing over possession of the premises, the Developer shall form an Association and handover the original title documents and other relevant paper including the Original Sanction plan, the Completion certificate, electricity documents, the lift license and other such documents in respect of the building. The Developer shall be liable to provide a set of photocopy of these documents to each of the Owners at their own cost.



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District Sub Registrar-II
Alipore, South 24 Parganas
26 AUG 2022

MORTGAGE OF THE SAID PREMISES

The Owners hereby agree, undertake and acknowledge that the Developer shall be entitled to create, of its own and without any further action, consent or recourse to the Owners, mortgage or charge or encumbrances over the any unit except the ones to be earmarked for the Owners' Allocation for the purposes of lending/ financing/ guarantees for development and construction of the Project or for any payment of fees/ charges or any other statutory or government levies for development/ construction on the said Premises or for any customer financing for the Allottees in the Project or for anything pertaining to development/construction of the Project. The Developer is hereby authorised by the Owners to execute and register all documents/ agreements/ letters/ undertakings that may be required by the Developer for any such lending/ financing or mortgages/ charges/ encumbrance including giving any undertaking and/or no objection for and on behalf of the Owners and submitting the original Title Deeds with respect to the said Premises with the lenders for that purpose.

12.2 The Owners hereby authorise the Developer to furnish for and on their behalf to the lenders of the Allottees No Objection Certificates for creation of mortgage over their respective Unit(s) and the proportionate interests in the Land from time to time as a collateral security.

13 GOVERNING LAW AND DISPUTE RESOLUTION

13.1 This Agreement shall be governed by the laws of India.

13.2 Any dispute arising from or out of or in relation to this Agreement and any issue relating to this Agreement shall be referred to arbitration, by a sole arbitrator to be appointed mutually by the parties and conducted in accordance with the Arbitration and Conciliation Act 1996, as amended or restated from time to time. All disputes relating to the validity, interpretation, performance or termination of this Agreement is also arbitrable. The decision of the sole Arbitrator shall be final and binding on





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the Parties to this Agreement. The place of arbitration shall be Kolkata and the language of arbitration shall be English

Subject to Clause 13.2 above, the courts of Kolkata shall have exclusive jurisdiction in relation to any disputes arising out of or in connection with this Deed.

14 NOTICES

Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Agreement shall be given in writing and may be given by facsimile (except the court documents which may not be served by facsimile) and shall be deemed to be duly made, served or communicated only if the notice, letter or communication is addressed to the other Party at the address mentioned herein above or such other addresses as may be intimated in writing, and sent by registered post/speed post/e-mail or delivered personally with acknowledgement.

15. MISCELLANEOUS

15.1 RATES AND TAXES

All taxes, Goods and Service Tax (GST), municipal rates, taxes and other outgoings including Property Tax (hereinafter referred to as the RATES & TAXES) payable in respect of the said Premises from the date of receiving the exclusive physical possession from the Owners shall be paid borne and discharged by the Developer till the date of completion of the said Project and subsequent thereto such rates and taxes shall have to be paid, borne and discharged by all interested parties in the ratio of their proportionate right or interest.

Both the Developer and the Owners undertake to assume their respective proportionate statutory liabilities and/or obligations including but not limited to payment of GST, such other statutory obligations arising from the present Projects. Any tax or statutory liability attributable to the Owners' Allocation shall always be deemed to be the Owners' part of obligation and any tax or statutory liability attributable to the Developer's Allocation shall always be deemed to be the Developer's part of obligation. However, for any



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reason if the Developer has to make any ad hoc and/or advance payment of taxes the Developer shall be entitled to raise demand upon the Owners, of such proportionate amount or amounts attributable to the Owners' Allocation.

15.2 INDEMNITY

Each Party ("Indemnifying Party") shall indemnify and agrees to defend and to keep the other indemnified including its heirs, successors, officers, directors, agents and employees and save harmless against all costs, expenses (including attorneys' fees), charges, loss, damages, claims, demands or actions of whatsoever nature by reason of:

- i. the non-performance and non-observance of any of the terms and conditions of the Agreement by the Indemnifying Party;
- ii. acts of negligence or intentional misconduct by the Indemnifying Party;
- iii. breach of any of the provision of this Agreement by the Indemnifying Party;
- iv. any representation and warranty by the Indemnifying Party found to be misleading or untrue or incorrect;
- v. failure by the Indemnifying Party to fulfil its obligations under this Agreement or any applicable law; and
- vi. any obligation, loss or liability of the Indemnifying Party or any affiliate of the Indemnifying Party whether disclosed or not-disclosed.

15.3 TERMINATION

Subject to Clause 15.3 (iii) herein, the Parties recognise and acknowledge that this Agreement can be terminated only on the following ground(s).

- (i) The Developer shall be entitled to terminate this Agreement in case:
 - (a) The Government Authorities concerned refuse to provide permission under the Urban Land (Ceiling & Regulation) Act, 1976/or any other approval/permission/sanction/NoC under

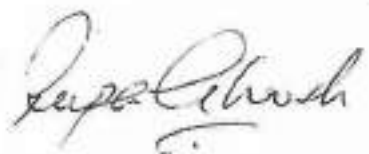




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- any Applicable Laws is refused; or
- (b) The performance of this Agreement becomes unviable due to any change in law or due to refusal of any necessary statutory permission or imposition of any onerous condition by any competent authority; or
- (c) Any of the representations declarations and assurances made and/or given by the Owners to the Developer being found to be untrue, incorrect, false or misleading OR if the Owner(s) is in default or breach of any of the terms and conditions of this Agreement.
- (ii) The Owners shall be entitled to terminate this Agreement in case any of the representations declarations and assurances made and/or given by the Developer to the Owners being found to be untrue, incorrect, false or misleading OR if the Developer is in default or breach of any of the terms and conditions of this Agreement.
- (iii) In case of any event of default, the other party (the aggrieved party) shall serve a notice in writing to the defaulting party, calling upon the defaulting party to comply with its obligation in default within 30 (Thirty) days and in the manner to be mentioned in the said notice. Upon receipt of such notice, the defaulting party shall rectify the said event of default and/or breach within the time and in the manner mentioned herein. If the default continues for a period of over 60 (Sixty) days after expiry of such notice, the notice of termination may be served by the aggrieved party at their/its sole discretion.
- (iv) In case of such termination, the Owners shall forthwith refund the Security Deposit paid to the Owners as per the clause 7.5 along with the Cost borne towards the Registration of these presents and any other costs incurred in future on behalf of the Owners by the Developer and the Developer shall not vacate the said Premises until such refund is made and until such refund, the Developer shall have charge on the said Premises



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EFFECTIVE DATE & TERM

This Agreement shall take effect on the Effective Date and shall remain in force till Completion. Neither Party shall, except as provided in clause 15.3 above, have the right to terminate the Agreement.

15.5 COUNTERPARTS

This original of the Agreement will be retained by the Developer and a duly signed photocopy as true copy of the original will remain with the Owners.

15.6 VARIATION

No variation of this Agreement shall be binding on any Party unless such variation is in writing and signed by each Party.

15.7 RELATION

- (i) The Owners and the Developer have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed or construed to be a partnership and/or joint venture between the Developer and the Owners nor the parties hereto shall constitute an Association of persons as contemplated either by the Indian Partnership Act, 1932, or by the Income Tax Act, 1961.
- (ii) Simultaneous with the execution of this Agreement, the Owners shall execute the Development Power of Attorney in favour of the Developer in terms of Clause 4.7 above and have the same registered before the registrar having jurisdiction. The Owners shall ensure that the Development Power of Attorney remains in full force and effect throughout the implementation of the Project. In the event any subsequent steps are required for the reasons of change in law or otherwise to sustain the Development Power of Attorney and all powers granted therein, the Owners shall take all such steps and do all such acts including execution and registration of a fresh Power of Attorney as may be required to provide the authorizations to the Developer throughout the implementation of the Project.



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WAIVER

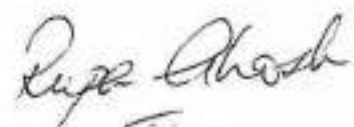
No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or of any other provisions hereof, and no modification or amendment of this Agreement nor waiver of the terms or conditions herein recorded shall be binding, unless made specifically in writing by both the parties and it shall not be necessary to register any document containing any modification, amendment or clarification.

15.9 FORCE MAJEURE

If and to the extent that any Party is delayed, hindered or prevented by a Force Majeure event from performing any of its obligations under this Agreement, the obligations of the Party so affected shall remain suspended while such affected Party is prevented or hindered from complying with its obligations. In such event, the affected Party shall give written notice of suspension as soon as reasonably possible to the other Party stating the date and extent of such suspension and the cause and likely duration thereof. The affected Party shall take all reasonable steps to ameliorate or remedy the position and shall communicate the same to the other Parties. The affected Party shall resume full performance of its obligations after such Force Majeure event ceases. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

15.10 SEVERABILITY

If any provision of this Agreement is invalid, unenforceable or prohibited by Applicable Law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein, provided, however, that the Parties hereto shall negotiate in good faith to modify this Agreement so as to give effect to





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the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transaction contemplated hereby be consummated as originally contemplated to the fullest extent possible. Any such invalid, illegal, void, unenforceable or against policy provision shall be replaced by a mutually acceptable provision, which being valid, legal, enforceable and within policy comes closest to the intention of the Parties underlying the invalid, illegal, void, unenforceable or against policy provision.

15.11 CONFLICT

To the extent that there is any conflict between any of the provisions of this Agreement and any other agreement by which the Owners or the said Premises or any part thereof is bound, the provisions of this Agreement shall prevail to the extent permitted by the Applicable Law.

15.12 ENTIRE UNDERSTANDING AND REASONABLENESS

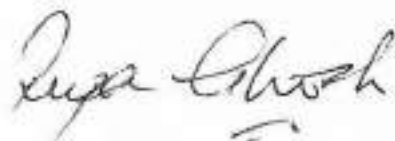
This Agreement constitutes and represents the entire agreement between the Parties with regard to the rights and obligations of each of the Parties and cancels and supersedes all prior arrangements, agreements or understandings, if any, whether oral or in writing, between the Parties on the subject matter hereof or in respect of matters dealt with herein.

15.13 SPECIFIC PERFORMANCE OF OBLIGATIONS

The Parties to this Agreement agree that, to the extent permitted by the Applicable Law, the rights and obligations of the Parties under this Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party.

15.14 STAMP DUTY AND REGISTRATION COST

The stamp duty and registration charges in respect of this Agreement and the Development Power of Attorney shall be borne and paid by the Developer.



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LIQUIDATED DAMAGES

If the Developer fails and neglects to perform its obligation under this Agreement and fails and neglects to offer possession of the Owners allocation to the Owners as per the terms contained in Clause 10.2 written herein above then in such default the Developer shall be liable to pay Rs. 1,00,000/- per month to the Owners for the delay of each month or part thereof till receipt of the final completion certificate from the Kolkata Municipal Corporation subject to exclusion of clause 15.3 (ii) stated herein above.

15.16 Entire sale proceeds of the debris / ruins post demolition of the existing building shall be retained by the Developer.

15.17 On completion of the development of the "said Premises" and/or construction of the said Project as also distribution and transfer of all the Units including the Flats, Shops, Showrooms, Offices, Car Parkings and other spaces of the Project in the manner as stated hereinabove, this Agreement shall stand fulfilled.





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SECOND SCHEDULE ABOVE REFERRED TO
(REIMBURSABLE COSTS)

Reimbursable Costs shall include any amounts towards:

- (A) any external development charges/ infrastructure development charges/ license fees and charges as may be payable to the Governmental Authorities;
- (B) any Goods and Service Tax (GST) or any other present or future taxes/ cess or any other statutory or government levies or fees/ charges on development, construction or sale/transfer of any Units or otherwise on the Project levied or payable by the Developer, on account of (i) allotment/ Share or handover of any unsold Units to the Owner;
- (C) any electricity/ water or any other utility deposits;
- (D) any moneys collected/ received or to be collected/ received from the Allottees for providing all facilities/ utilities including electricity, water etc.;
- (E) any monies collected towards maintenance and/or contribution towards corpus fund, any amount received from the prospective Allottees towards legal charges, stamp duty, registration fee, documentation charges for transfer of Unit(s) and other incidental and allied costs, expenses, of all deeds, documents, agreements, collected from the Allottees;
- (F) all fitment charges, furniture, machineries, equipment, furnishing, tools, etc., if any, to be provided in the Units;
- (H) any other costs and expenses incurred by the Developer with respect to the Owners' Allocation which are customarily reimbursable from the Allottees.



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THIRD SCHEDULE ABOVE REFERRED TO
Conditions Precedent

MUTATION:

The Owners shall mutate the said Premises exclusively in their name in the books and records of Kolkata Municipal Corporation and other statutory bodies and pay up-to-date municipal taxes and other outgoings in respect to the said Premises.

2. LITIGATIONS AND LISPENDENS:

The Owner, at their own cost and expenses, shall clear all Litigations and LISPENDENS, if any, connected with the said Premises and also clear all disputes if any, and settle all claims, if any, related with the said Premises or any aprt thereof.

3. LOANS, OUTSTANDING AND CREDIT LIMITS:

The Owners shall cause the release of any collateral security in relation to the said Premises if any against any credit limits of any financial institutions/bank and also repay any outstanding or loans taken from any financial institutions/bank.

4. OUTGOINGS:

All taxes, duties, cess, levies etc. levied by or payable to any Government Authority or any municipal or other authority relating to the said Premises upto the date of handed over of possession of the said Premises to the Developer shall be the liability of the Owners and shall be paid by them.

5. TITLE DOCUMENTS:

The Owners shall hand over all the original Deed(s), papers along-with all the relevant documents of the said Premises to the Developer simultaneously with the payment as stated in Clause 7.1 (ii). After completion of the Project, the relevant original documents will be handed over to the Association if formed or to the authorized representative of the Allottees.



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THE FOURTH SCHEDULE ABOVE REFERRED TO

SPECIFICATIONS

1. Structure: RCC frame structure
2. Walls: AAC BLOCK work, internal surface plaster finished with putty, external surface 20mm plaster with water proofing compound, finished with external texture paint.
3. Doors: Front door: Teak wood frame and shutters, internal doors including kitchen and bathrooms: Salwood frames and laminated flush door shutters with fittings from Godrej make.
4. Windows: UPVC/Aluminum windows
5. Kitchen: Anti-skid vitrified Tiles on floors, Wall finished with tiles upto 7 feet, rest portion finished with plaster and putty, granite kitchen Counter, high end Stainless Steel sink.
6. Toilet: White European wall mounted W.C and Basin of high end make (e.g. Kohler, jaquar/bravat), Glass Mirror, Towel Rod with necessary fittings & Fixtures; 7ft wall vitrified tiles.
7. Flooring: marble slab/ laminated floor//Vitrified Floor Tiles of high quality.
8. Electricals: Conceal wiring with copper wire of IS make. Adequate light and fan points in each room, toilet and kitchen. AC point in all bedrooms, living and dining room. Required TV, extra plug points, computer points, geyser, washing machine, water purifier, microwave, fridge, oven points as required for modern living. All plugs and switches to be of standard IS make (e.g. L&T, Havels, Anchor, GM, Mescab). Without any fittings and fixtures.
9. Water Supply: Underground reservoir, pump and overhead tank.
10. Plumbing: Internal concealed plumbing
11. Roof: Skid concrete with water proofing treatment.
12. Stairs: Indian Patent Stone Flooring; MS railing
13. Fittings & Fixtures to be provided in the New Buildings
14. Exterior Elavation: To be designed by the architect, finished with suitable exterior texture paint.

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Supra Ghosh

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15. Lobbies: Tile Finish
16. Lifts: 4 Passenger lift of reputed make
17. Lift Facia: Vitrified Tiles with Granite / marble in ground floor lobby.
18. Generator: A suitable standby generator shall be provided as standby for full functionality except AC points.

A stylized, handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Rupa Ghosh



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District Sub Registrar-II
Alipore, South 24 Parganas
26 AUG 2022

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

SIGNED, SEALED DELIVERED by the OWNERS/FIRST PARTY at Kolkata in the presence of:-

1. *[Signature]*
P. N. C. Road
KOL-147

2. Sudepto Ghosh
ROJBU, Kol-700149.

SIGNED, SEALED DELIVERED by the DEVELOPER/SECOND PARTY at Kolkata in the presence of:-

1. *[Signature]*

2. Sudepto Ghosh.

✓ *Sundera Wata Ray.*

Sreelekha Roy Chandney

[Signature]

✓ *Rupz Ghosh*

For J. G. DEVELOPMENT PVT. LTD.
[Signature]
Director

Prepared and Drafted by

[Signature]

SANJAY BHATTACHARYA

Advocate

High Court, Calcutta

F/718/413/2017

person
and



District Sub Registrar-II
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RECEIPT AND MEMO OF CONSIDERATION

RECEIVED of and from the within-named **DEVELOPER** the within-mentioned sum of Rs. 10,00,000/- [Rupees Ten Lacs Only] being the money payable under these presents as per memo below:

MEMO OF CONSIDERATION


Date	Chq / Draft No.	Bank	Branch	Amount (in Rs)
1	221175	SBI	Rash Behari Avenue	2,50,000/-
2	221176	SBI	"	2,50,000/-
3	221177	"	"	2,50,000/-
4	221178	"	"	2,50,000/-
TOTAL				10,00,000/-

(RUPEES TEN LACS ONLY).

WITNESSES:


1. 

2. Sudipta Ghosh

✓ 

✓ Sreelekha Roy Choudhury

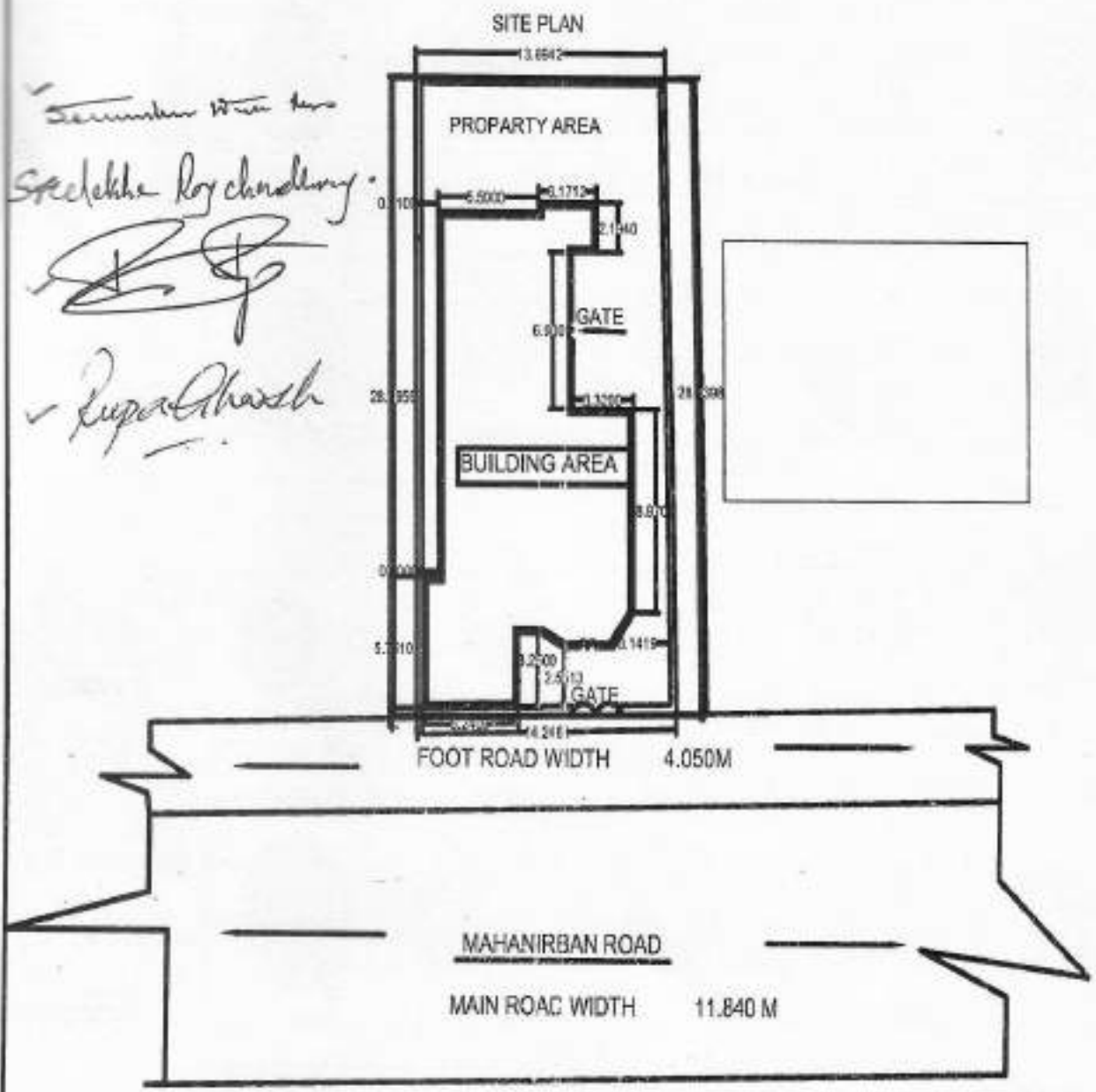
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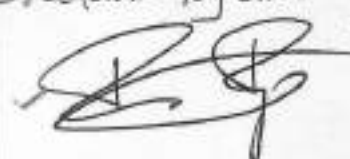
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SIGNATURE OF THE OWNERS



District Sub Registrar-II
Alipore, South 24 Parganas
26 AUG 2022



✓ *Sanjiv Kumar*
 ✓ *Speckle by chandray*

 ✓ *Rupa Chavsh*

AREA OF LAND: 5 K 1, CH 39 Sqft

PRES NO 40.
 MAHANIRBAN ROAD
 ,KOL-70029

For J. G. DEVELOPMENT PVT. LTD.


 Director



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District Sub Registrar-II
Alipore, South 24 Parganas
26 AUG 2022

Signature of the Parties



Sundera Wadhwa

Sundera Wadhwa

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(Right Hand)				
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ircelekh Roy Chaudhary

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(Right Hand)				
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[Handwritten signatures]

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(Right Hand)				
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District Sub Registrar-II
Alipore, South 24 Parganas
26 AUG 2022



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

Details

GRN:	192022230105455758	Payment Mode:	Online Payment (SBI Epay)
GRN Date:	24/08/2022 18:04:40	Bank/Gateway:	SBIePay Payment Gateway
BRN :	4194796237013	BRN Date:	24/08/2022 18:07:50
Gateway Ref ID:	CHK2640476	Method:	State Bank of India NB
Payment Status:	Successful	Payment Ref. No:	2002510954/2/2022

[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr J G DEVELOPMENT PVT LTD
Address: 176 B RASH BEHARI AVENUE KOLKATA 700029
Mobile: 9836692453
EMAIL: connect@onejg.in
Period From (dd/mm/yyyy): 24/08/2022
Period To (dd/mm/yyyy): 24/08/2022
Payment ID: 2002510954/2/2022
Dept Ref ID/DRN: 2002510954/2/2022

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002510954/2/2022	Property Registration- Stamp duty	0030-02-103-003-02	40041
2	2002510954/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	72035
			Total	112076

IN WORDS: ONE LAKH TWLEVE THOUSAND SEVENTY SIX ONLY.

DEVELOPMENT AGREEMENT

DATED THIS _____ DAY OF AUGUST 2022

DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

BETWEEN

SOUMENDRA NATH ROY
SREELEKHA ROY CHOUDHURY
alias SUKLA ROY
RINA BASU ROY
RUPA GHOSH

..... OWNERS

- AND -

J.G. DEVELOPMENT PVT. LTD.

.....DEVELOPER

! :

SANJAY BHATTACHARYA

Advocate

10, K. S. Roy Road

Kolkata 700001

9903856156 / 8442968273

sanjb240576@gmail.com

Deed No
Qu...

Major Information of the Deed

Deed No :	I-1602-11476/2022	Date of Registration	26/08/2022
Query No / Year	1602-2002510954/2022	Office where deed is registered	
Query Date	19/08/2022 5:14:10 PM	D.S.R. -II SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Sanjay Bhattacharya 10 K S Roy Road, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001 Mobile No. : 8442968273, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 72,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 2,85,69,743/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 40,141/- (Article:48(g))	Rs. 72,067/- (Article:E, E, E, B, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Gariahat, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Mahanirbar Road, , Premises No: 40, , Ward No: 085 Pin Code : 700029

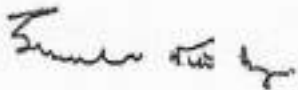


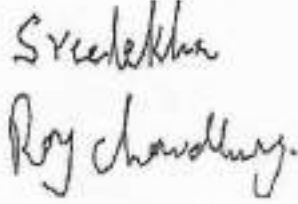

Sch No	Plot Number	Khatian Number	Land Use Proposed	Area of Land ROR	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		1/-	2,77,19,243/-	Property is on Road Adjacent to Metal Road,
Grand Total :					1/-	277,19,243 /-	

Structure Details :




Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2100 Sq Ft.	1/-	8,50,500/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 700 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 58 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 700 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 58 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 2, Area of floor : 700 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 58 Years, Roof Type: Pucca, Extent of Completion: Complete</p>					
Total :		2100 sq ft	1/-	8,50,500 /-	



and Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr SOUMENDRA NATH ROY Son of Late SAMARENDRA NATH ROY Executed by: Self, Date of Execution: 26/08/2022 , Admitted by: Self, Date of Admission: 26/08/2022 ,Place : Office	 26/08/2022	 LTI 26/08/2022	 26/08/2022
	40, Mahanirban Road, City:- Not Specified, P.O:- GARIAHAT, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ADxxxxxx4D, Aadhaar No: 71xxxxxxxx4756, Status :Individual, Executed by: Self, Date of Execution: 26/08/2022 , Admitted by: Self, Date of Admission: 26/08/2022 ,Place : Office			
2	Name Smt SREELEKHA ROY CHOUDHURY Wife of Mr PRODIP ROY CHOUDHURY Executed by: Self, Date of Execution: 26/08/2022 , Admitted by: Self, Date of Admission: 26/08/2022 ,Place : Office	 26/08/2022	 LTI 26/08/2022	 26/08/2022
	5/2A, Beltala Road, City:- Not Specified, P.O:- BHAWANIPORE, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700026 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ADxxxxxx8N, Aadhaar No: 67xxxxxxxx6374, Status :Individual, Executed by: Self, Date of Execution: 26/08/2022 , Admitted by: Self, Date of Admission: 26/08/2022 ,Place : Office			
3	Name Smt RINA BASU ROY Daughter of Late NARENDRA NATH ROY CHOUDHURY Executed by: Self, Date of Execution: 26/08/2022 , Admitted by: Self, Date of Admission: 26/08/2022 ,Place : Office	 26/08/2022	 LTI 26/08/2022	 26/08/2022
	PENBRIDGE DRIVE, Flat No: OCI NO A1733741, 9858, City:- , P.O:- Sacramento, California, United States, PIN:- 95823 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: United States, PAN No.:: CBxxxxxx7E,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 26/08/2022 , Admitted by: Self, Date of Admission: 26/08/2022 ,Place : Office			












Name	Photo	Finger Print	Signature
Msmt RUPA GHOSH Daughter of Late AMARENDRA NATH ROY CHOUDHURY Executed by: Self, Date of Execution: 26/08/2022 , Admitted by: Self, Date of Admission: 26/08/2022 ,Place : Office			
26/08/2022	LTI	26/08/2022	26/08/2022
MAIDINBROOK LANE, Flat No: OCI NO A1745616, 241, City:- , P.O:- SACRAMENTO, California, United States, PIN:- 95823 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: American Samoa, PAN No.:: AExxxxxx0J,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 26/08/2022 , Admitted by: Self, Date of Admission: 26/08/2022 ,Place : Office			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	J G DEVELOPMENT PVT LTD 176B, Rash Behari Avenue, City:- Not Specified, P.O:- SARAT BOSE ROAD, P.S:-Gariahat, District:-South 24- Parganas, West Bengal, India, PIN:- 700029 , PAN No.:: AAxxxxxx7F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr JAYANTA MAZUMDAR (Presentant) Son of Mr JYOTIRMOY MAZUMDAR Date of Execution - 26/08/2022 , , Admitted by: Self, Date of Admission: 26/08/2022, Place of Admission of Execution: Office </td> <td></td> <td></td> <td></td> </tr> <tr> <td>Aug 26 2022* 1:52PM</td> <td>LTI</td> <td>26/08/2022</td> <td>26/08/2022</td> </tr> </tbody> </table> <p>E1 BISHAKHA, NEELACHAL ABASAN, 98, Rajdanga Main Road, City:- Not Specified, P.O:- EKTP, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: CCxxxxxx2G,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : J G DEVELOPMENT PVT LTD (as DIRECTOR)</p>	Name	Photo	Finger Print	Signature	Mr JAYANTA MAZUMDAR (Presentant) Son of Mr JYOTIRMOY MAZUMDAR Date of Execution - 26/08/2022 , , Admitted by: Self, Date of Admission: 26/08/2022, Place of Admission of Execution: Office				Aug 26 2022* 1:52PM	LTI	26/08/2022	26/08/2022
Name	Photo	Finger Print	Signature										
Mr JAYANTA MAZUMDAR (Presentant) Son of Mr JYOTIRMOY MAZUMDAR Date of Execution - 26/08/2022 , , Admitted by: Self, Date of Admission: 26/08/2022, Place of Admission of Execution: Office													
Aug 26 2022* 1:52PM	LTI	26/08/2022	26/08/2022										

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SUDIPTA GHOSH Son of Mr SUKUMAR GHOSH RAJPUR, City:- Not Specified, P.O:- RAJPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700149			



Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr SOUMENDRA NATH ROY	J G DEVELOPMENT PVT LTD-2.36844 Dec
2	Smt SREELEKHA ROY CHOUDHURY	J G DEVELOPMENT PVT LTD-2.36844 Dec
3	Smt RINA BASU ROY	J G DEVELOPMENT PVT LTD-2.36844 Dec
4	Smt RUPA GHOSH	J G DEVELOPMENT PVT LTD-2.36844 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr SOUMENDRA NATH ROY	J G DEVELOPMENT PVT LTD-525.00000000 Sq Ft
2	Smt SREELEKHA ROY CHOUDHURY	J G DEVELOPMENT PVT LTD-525.00000000 Sq Ft
3	Smt RINA BASU ROY	J G DEVELOPMENT PVT LTD-525.00000000 Sq Ft
4	Smt RUPA GHOSH	J G DEVELOPMENT PVT LTD-525.00000000 Sq Ft



Document is digitally signed.
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Endorsement For Deed Number : I - 160211476 / 2022

26-08-2022

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 : 4 (g) of Indian Stamp Act 1899.

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

Presented for registration at 11:45 hrs on 26-08-2022, at the Office of the D.S.R. - I I SOUTH 24-PARGANAS by Mr JAYANTA MAZUMDAR .

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 2,55,69,743/-

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

Execution is admitted on 26/08/2022 by 1. Mr SOUMENDRA NATH ROY, Son of Late SAMARENDRA NATH ROY, 40, Road: Mahanirban Road, P.O: GARIAHAT, Thana: Lake, South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession Retired Person, 2. Smt SREELEKHA ROY CHOUDHURY, Wife of Mr PRODIP ROY CHOUDHURY, 5/2A, Road: Beltala Road, P.O: BHAWANIPURE, Thana: Bhawanipore, South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession House wife, 3. Smt RINA BASU ROY, Daughter of Late NARENDRA NATH ROY CHOUDHURY, PENBRIDGE DRIVE, Flat No: OCI NO A1733741, 9858, P.O: Sacramento, California, United States, PIN - 95823, by caste Hindu, by Profession House wife, 4. Smt RUPA GHOSH, Daughter of Late AMARENDRA NATH ROY CHOUDHURY, MAIDINBROOK LANE, Flat No: OCI NO A1745616, 241, P.O: SACRAMENTO, California, United States, PIN - 95823, by caste Hindu, by Profession House wife

Identified by Mr SUDIPTA GHOSH, . . Son of Mr SUKUMAR GHOSH, RAJPUR, P.O: RAJPUR, Thana: Sonarpur, South 24-Parganas, WEST BENGAL, India, PIN - 700149, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 26-08-2022 by Mr JAYANTA MAZUMDAR, DIRECTOR, J G DEVELOPMENT PVT LTD (Private Limited Company), 176B, Rash Behari Avenue, City:- Not Specified, P.O:- SARAT BOSE ROAD, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700029

Identified by Mr SUDIPTA GHOSH, . . Son of Mr SUKUMAR GHOSH, RAJPUR, P.O: RAJPUR, Thana: Sonarpur, South 24-Parganas, WEST BENGAL, India, PIN - 700149, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 72,067/- (B = Rs 72,000/- ,E = Rs 35/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 72,035/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/08/2022 6:07PM with Govt. Ref. No: 192022230105455758 on 24-08-2022, Amount Rs: 72,035/-, Bank: SBI EPay (SBIEPay), Ref. No. 4194796237013 on 24-08-2022, Head of Account 0030-03-104-001-16

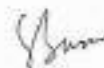
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,041/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 40,041/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 799668, Amount: Rs.100/-, Date of Purchase: 29/07/2022, Vendor name: L K Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/08/2022 6:07PM with Govt. Ref. No: 192022230105455758 on 24-08-2022, Amount Rs: 40,041/-, Bank: SBI EPay (SBIEPay), Ref. No. 4194796237013 on 24-08-2022, Head of Account 0030-02-103-003-02



Suman Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I I SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2022, Page from 397236 to 397293

being No 160211476 for the year 2022.



Digitally signed by SUMAN BASU
Date: 2022.08.26 16:29:59 +05:30
Reason: Digital Signing of Deed.

Suman

(Suman Basu) 2022/08/26 04:29:59 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)