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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AP 185665

Certified that the Document is admitted of Registration. The Signature Sheet and the endorsement should be attached to this document are the next page.

Additional Registrar of Assurances-IV, Kolkata



Additional Registrar of Assurances-IV, Kolkata

29 MAY 2023

DEVELOPMENT AGREEMENT WITH RELATED POWER OF ATTORNEY

THIS AGREEMENT made this 25th day of May, 2023 (Two Thousand and Twenty-Three) at Kolkata

2002 25/05/23

250
350

550

A.R.A.-IV

3686

28 APR 2023

SL. NO. DATE.....
NAME.....
ADD.....
AMT.....

ANUJ JALAN
ADVOCATE
HIGH COURT, CALCUTTA

Mousumi Ghosh
MOUSUMI GHOSH
LICENSED STAMP VENDOR
KOLKATA REGISTRATION OFFICE

Lijal Surya Sarkar
3839

For SRIJAN REALTY PRIVATE LIMITED

Lijal Surya Sarkar
Authorised Signatory

For ALMITS DEVELOPERS LLP

Satpamal
Authorised Signatory



Identified by me
Dehivoti Ghosh
Advocate
s/o Lt Jayanta K. Ghosh
Sealdah Girl's Club
100-14

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
25 MAY 2023



Government of West Bengal

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

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

Signature / LTI Sheet of Query No/Year 19042001322318/2023

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr SUNIL AGARWAL SHERWOOD ESTATE, 169, N.S.C Bose Road, City:- Not Specified, P.O:- NARENDRAPUR, P.S:-Sonarpur, District:- South 24-Parganas, West Bengal, India, PIN:- 700103	Represent ative of Land Lord [ALMITS DEVELOP ERS LLP]		3840 	 25.05.2023
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr UJJAL SURYA SARKAR 36/1A, Elgin Road(Lala Lajpat Rai Sarani), City:- Not Specified, P.O:- LALA LAJPAT RAI SARANI, P.S:-Bhawanipore, District:-South 24- Parganas, West Bengal, India, PIN:- 700020	Represent ative of Developer [SRIJAN REALTY PRIVATE LIMITED]		3939 	 25.05.2023

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Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr DEBJYOTI GHOSH Son of Late JAYANTA KUMAR GHOSH SEALDAH CIVIL COURT BAR ASSOCIATION, ROOM NO 411,, Beliaghata Main Road, City:- Not Specified, P.O:- ENTALLY, P.S:- Beliaghata, District:- South 24-Parganas, West Bengal, India, PIN:- 700014	Mr SUNIL AGARWAL, Mr UJJAL SURYA SARKAR			<i>Debjyoti Ghosh</i> 25.5.2023

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





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



192023240066574541

GRN Details

GRN:	192023240066574541	Payment Mode:	Online Payment
GRN Date:	23/05/2023 18:48:35	Bank/Gateway:	ICICI Bank
BRN :	1003150530	BRN Date:	23/05/2023 18:52:04
GRIPS Payment ID:	230520232006657453	Payment Init. Date:	23/05/2023 18:48:35
Payment Status:	Successful	Payment Ref. No:	2001322318/2/2023
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	ALMITS DEVELOPERS LLP
Address:	36/1A, ELGIN ROAD, PS- BHAWANIPORE, DIST - SOUTH 24-PARGANAS KOLKATA , West Bengal, 700020
Mobile:	9836030263
Email:	ACCOUNTS@SRIJANREALTY.IN
Contact No:	9836030263
Depositor Status:	Others
Query No:	2001322318
Applicant's Name:	Mr Debjyoti Ghosh
Identification No:	2001322318/2/2023
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	23/05/2023
Period To (dd/mm/yyyy):	23/05/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001322318/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	75070
2	2001322318/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	28
Total				75098

IN WORDS: SEVENTY FIVE THOUSAND NINETY EIGHT ONLY.

BETWEEN,

ALMITS DEVELOPERS LLP (LLPIN:-AAE-7895) (PAN ABEFA1422D), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 36/1A, Elgin Road, P.O Lala Lajpat Rai Sarani, P.S Bhowanipore, , Kolkata - 700020 represented by its authorised Signatory Sri Sunil Agarwal (PAN:ADAPA9172G), (AADHAR NO:740538323436) , son of Late Mahavir Prasad Agarwal, by faith- Hindu, residing at Sherwood Estate, 169, N.S.C. Bose Road, Police Station- Narendrapur (Previously Sonarpur), Post Office- Narendrapur, Kolkata- 700103 hereinafter referred to as the **OWNER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in respect of the companies their respective successor or successors-in-interest and assigns and in respect of the individuals their respective heirs, legal representatives and assigns) of the **ONE PART**;

AND

SRIJAN REALTY PRIVATE LTD. (PAN AAHCS6112K), a private limited company having its registered office at 36/1A, Elgin Road, Kolkata - 700 020, West Bengal, India represented by **Sri Ujjal Surya Sarkar** (PAN: ALCPS1603G, Aadhar: 3685 5711 9425), Nationality: Indian, Occupation: Service, son of Late Rabindranath Sarkar, working for gain at 36/1A, Elgin Road, Post Office- Lala Lajpat Rai Sarani, Police Station- Bhowanipur, Kolkata- 700020 hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean its Successor and successors in interest and assigns) of the **SECOND PART**.

The Owners and the Developer, are hereinafter collectively referred to as the said "**Parties**".

WHEREAS:-



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A. By a Deed of Conveyance dated 11th May, 2022 made between West Bengal Infrastructure Development Finance Corporation Limited (WBIDFCL) therein referred to as the Vendor of the First Part and the Lessor herein and West Bengal Housing Infrastructure Development Corporation Ltd, therein referred to as the Purchaser of the Second Part and the Sub-Lessor herein and Finance Department, Government of West Bengal, therein referred to as the Confirming Party of the Third Part and registered with the Additional Registrar Of Assurances in Book No. 1, Volume No. 1904-2022, Pages 54677 to 546795 Being Deed No. 190407911 for the year 2022, the Vendor therein at and for the consideration therein mentioned sold, transferred, conveyed and assured unto and in favour of the Purchaser therein ALL THAT the piece and parcel of land containing by measurement an area of 6.29 acres Together With the semi finished structures containing by measurement an area of 6,50,658.22 sq ft more or less, known as Sankalpa Housing Project Site -I (Now renamed as TOWN SQUARE), situate lying at and being Plot No. BB/1, 34, Major Arterial Road, New Town, Kolkata 700 156 morefully described in the Schedule thereunder written and on the terms and conditions contained therein absolutely and forever.

B. The said West Bengal Housing Infrastructure Development Corporation Ltd, thereafter invited bids for lease of the aforesaid property by Notice for e auction bearing No. 1003/HIDCO/ADMIN-3934/2002 dated 12th May, 2002 *inter alia* for the purpose of selecting the highest bidder therein for the purpose of completing the construction of the existing structures thereat on the terms and conditions contained therein.



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C. The Owner named herein was declared as the highest successful bidder as intimated by HIDCO Memo No. M-2153/HIDCO/Admn-3934/2022 dated 23.09.2022 .

D. By an Indenture of Lease dated 23.02.2023, (**PRINCIPAL LEASE**) made between West Bengal Housing Infrastructure Development Corporation Ltd, the Lessor of the One Part and **Almits Developrs LLP** the Lessee of the Other Part registered with the DSR-I, North 24 Parganas in Book No. I, Volume No. 1501-2023, Pages 33151 to 33187, Being Deed No. 150101395 for the year 2023, the said **Almits Developrs LLP** became the absolute and lawful leasehold owner for a term of 99 years renewable for another 99 years and on the terms and conditions contained therein of All That the piece and parcel of land containing an area of 6.290 Acres equivalent to 380.545 Cottahs , be the same a little more or less being Plot No. BB/1, Premises No. 34, Major Arterial Road in Street No. 165 in Action Area -1, situated in New Town, Kolkata, Police Station – New Town, District North 24 Parganas erstwhile in Rajarhat area falling under Mouza Thakdari , (J.L.No.19) under Mahisbathan -II G.P more fully and particularly described in the Schedule thereunder written as also in the **Part-I** of the **Schedule-A** hereunder written (hereinafter referred to as the “**said land**”).

E.. The Owner is holding the Said Land as an' **Investment in Housing Project'** in its Books of Account and has earmarked the said land for the purpose of building a Residential cum Commercial Complex comprising four Multistoried Building Blocks , one Proprietary Club with car parking spaces, whether open covered or MLCP together with Common Areas, Common Facilities and Amenities and the said Project shall be known as



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"TOWNSQUARE" (Residential cum Commercial Complex) in phases more fully described in Schedule-A and identified in the Plan annexed hereto and marked **ANNEX-A** .

- C. The Owners being desirous of developing the said Land approached the Developer and the Developer has agreed to undertake development of the said Land for a residential cum Commercial complex (hereinafter referred to as the said "Complex") in various phases on the said Land.
- D. The entire development of the Residential cum Commercial Complex shall be Phase-wise in the following manner:

Block-No	Height of the Building	No. of Flats
1	B+G+24	56
2	B+G+24	56
3	B+G+19	53
4	B+G+14	41
5	B+G+19	53
TOTAL		259

Besides the above, Block Nos 6 and 7 will be constructed in future details of which are as under:

Block-No	Height of the Building	No.of Flats



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6	G+24	48
7	G+24	46

Application for modification of First Phase existing Building Plan will be filed with the Sanctioning Authority. Provided that the Present Phases, sanctioned phases, future non sanction acquired and future non sanctioned not acquired phases will all be part of the same **Housing Complex**.

- E. The Developer may in future acquire further expanses of land parcels around the vicinity of the Said land for causing Future Development in which case the present complex will stand extended by addition of future phases.
- F. All phases will share the common amenities, facilities and services amongst each other as shown in the Plan annexed hereto and marked ANNEX-A.
- G. The Owner and the Developer have devised the following scheme:
- (i) The Owners have vested unto the Developer as a Licensee the development rights for development of a Residential cum Commercial Housing Complex;
 - (ii) Save and except the right of development the Possession of the Said Land shall not be transferred to the Developer;
 - (iii) The Developer shall be adequately empowered to enter into Agreements for Lease of Units to prospective Customers for a term of 99 years;
 - (iv) The costs of development and receipts from lease of developer's allocation will be accounted for in the Accounts of the Developer.



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Similarly receipts from lease of Owner's allocation shall be accounted for in the Books of the Owner.

- (v) The Owner shall account for in its books all proceeds of leased units under Owners Allocation received from the Developer/Sub-lessee as an 'Advance'. The said Advances will be held by the Owner in its books till completion of the Project.
 - (vi) After completion of the Project the Owner will liquidate the Advance by adjusting the indexed value of cost of land from the lease consideration to arrive at the Long term Capital Gains
 - (vii) The entire Project would be developed by the Developer at its own costs, expenses and resources and shall be solely liable to do all acts deeds and things relating to planning of the project, preparation of the Building plans and obtaining all permissions and clearances and no objection certificates for construction, construction of the Project and marketing of the project, completion of the project and making the same fit for habitation and taking out appropriate insurance during the entire period of construction and warranty and defect liability for a period of 5 (five) years from the date of completion certificate and the Owners shall be kept fully saved harmless and indemnified in respect thereof. The Owners shall make available the entirety of the said Land to the Developer for this purpose.
- H. The Developer shall always remain liable or responsible to comply with its obligations and/or commitments towards the Owners under this Agreement, irrespective of whatever method of development it may adopt in future.
- I. The Developer shall get the Project registered with the Authorities under the Real Estate(Regulation and Development)Act,2016.



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NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO 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: -

ADVOCATES - shall mean such Advocates who may be appointed by the Developers for the Project.

AGREEMENT - shall mean this Development Agreement with the recitals, schedules and annexure attached hereto, as amended, supplemented or replaced or otherwise modified from time to time, and any other document which amends, supplements, replaces or otherwise modifies this Agreement.

APPLICABLE LAW - shall mean any statute, law, regulation, ordinance, rule, judgement, order, decree, bye-law, approval of any Governmental Authority, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision if or determination by, or any interpretation having the force of law of any of the foregoing by any Governmental Authority having jurisdiction over the matter in question, in effect at the relevant time in India

ARCHITECT - shall mean such person or persons who may be appointed by the Developer as the Architect for the Complex with consent of the Owners.

ASSOCIATION - shall mean any company incorporated under the Companies Act, 1956 or any Association or any Syndicate or a Committee or registered Society as may be formed by Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.



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CAR PARKING SPACE – shall mean all the spaces in the portions at the basement or ground floor/ any level, whether open or covered, of the Business Park expressed or intended to be reserved for parking of motor cars/scooters.

COMMON AREAS, FACILITIES AND AMENITIES – shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, overhead water tank, water pump and motor, drive-ways, common lavatories, Generator, transformer, Effluent Treatment Plant, Fire Fighting systems, rain water harvesting areas and other facilities in the Complex, which may be decided by the Developer in its absolute discretion and provided by the Developer, and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Complex Provided That the Developer shall be liable to provide the minimum areas, installations and facilities as are included in the **SCHEDULE-B** hereunder written.

COMMON EXPENSES– shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses for the Common Purpose including those mentioned in the **SCHEDULE-C** hereunder written to be contributed, borne, paid and shared by the transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge.

COMMON PURPOSES – shall mean and include the purpose of managing, maintaining and up keeping the Complex as a whole in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the transferees and/or the occupants in any other capacity, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.



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COMPLETION NOTICE - shall mean the possession notice as defined hereinafter.

COMPLEX - shall mean the building Complex with open areas to be constructed, erected and completed by the Developer in accordance with the Plan.

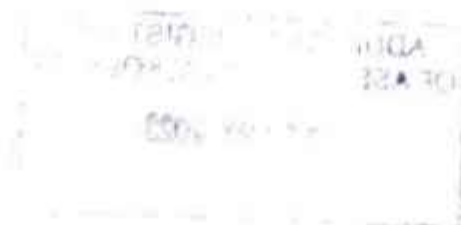
DEPOSITS/EXTRA CHARGES/TAXES(EDC)- shall mean the amounts specified in the **SCHEDULE-D** hereunder to be deposited/paid by transferees of the units to the Developer and also payable by the Owner and Developer for unsold portions of their allocations.

DEVELOPER'S ALLOCATION - shall mean **40% (Forty percent)** of the total constructed area to comprise of Units in the buildings to be constructed on the said Land **Together with** the share of parking spaces (open and covered), **TOGETHER with the** undivided proportionate share in impartible part or share in the said land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities..

MAINTENANCE-IN-CHARGE - shall mean and include such agency or any outside agency to be appointed by the Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

MARKETING - shall mean offering to sell, any Unit in the Complex to any transferee by the Developer for its own allocation and/or on behalf of the Owners Allocation in terms hereof.

NEW BUILDINGS - shall mean the new buildings in the Complex to be constructed, erected and completed in accordance with the Plan on the said land.





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OWNERS' ALLOCATION - shall mean **60% (Sixty percent)** of the total constructed area to comprise of Units in the buildings to be constructed on the said Land **Together with** the share of parking spaces (open and covered), **TOGETHER with the** undivided proportionate share in impartible part or share in the said land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities.

PLAN - shall mean the plan to be sanctioned by the sanctioning authority Together With all modifications and/or alterations thereto and/or revisions thereof from time to time made or to be made by the Developer and approved by such sanctioning authority

PROJECT -shall mean the development of the said Land by construction of residential and/or commercial and/or mixed use buildings with parking space and shall consist of all such assets and facilities that the Developer would design, develop, finance, construct, market, operate and maintain, to be constructed on the said Land. It is clarified that the Project shall include the built-up area, utilities, common facilities and other infrastructure facilities on the said Land. All the above shall be deemed to constitute the Project as a whole and any reference to the term "Project" shall comprise all or any of the activities listed above.

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 built-up area of all the Units in the Complex provided that where it refers to the share of the Owners in the Complex, shall mean 60 % and where it refers to the share of the Developer in the Complex, shall mean 40 %.

SAID LAND - shall mean All That the piece and parcel of land containing by measurement an area of 6.290 Acres equivalent to 380.545 Cottahs , be the same a little more or less being Plot No. BB/1, Premises No. 34, Major Arterial Road in Street No. 165 in Action Area -1, situated in New Town, Kolkata, Police Station - New Town, District North 24 Parganas erstwhile in Rajarhat,

Ligal Surveyor's Seal



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more fully and particularly described in the Schedule thereunder written as also in the **Part-I to Part- V** of the **Schedule-A** hereunder written (hereinafter referred to as the "**said land**")

SAID SHARE - shall mean the undivided proportionate indivisible part or share in the said Land attributable to either party's allocation as in the context would become applicable.

SIGNAGE SPACE - shall mean all signage and display spaces outside all Units/ spaces in the common areas of the commercial area, if any and the Complex and the exterior of the new buildings including the roofs, car parking area and the open areas of the new buildings as also the boundary walls of the Complex.

SPECIFICATION - shall mean the specification for the said Complex as may be decided by the developer

TAXES - shall mean all taxes, assessments, duties, levies and charges, including *ad valorem* taxes on real property, personal property taxes and business and occupation taxes, imposed by any governmental authority in connection with the development of the said Land.

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

TRANSFeree/SUB-LESSEE- according to the context shall mean all the prospective or actual transferees who would agree to obtain lease /purchase any Unit in the Complex.

UNIT - shall mean the constructed space in the Project capable of being separately owned, used and/or enjoyed, whether for residential and/or



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commercial purposes, by any transferee and which is not a part of the Common Areas, Amenities and Facilities.

2. INTERPRETATION:

In this agreement save and except as otherwise expressly provided -

- i) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- ii) the division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- iii) time is the essence in the performance of the Parties respective obligations. If any time the period specified herein is extended in writing by the Parties, such extended time shall also be of the essence.
- iv) when calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- iv) all references to section numbers refer to the sections of this Agreement, and all references to schedules refer to the Schedules hereunder written.
- v) the words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this Agreement as a whole and not to any particular Article or section thereof.



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- vi) Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.
- vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.

3. **OWNERS' REPRESENTATIONS:**

Prior to entering into this Agreement, the Owners have represented and assured the Developer and the Developer relying on such representations made by the Owners, on the basis of independent due diligence exercise carried out by it, *inter alia*, as follows:

- a) That the Owners are the absolute owner having leasehold interest of the said Land and save and except the Owners, nobody else has any right, title, interest, claim or demand whatsoever in respect of the said Land or any part or portion thereof or any undivided share therein.
- b) All the Owners of the Said Land collectively represent that they shall at all times during currency of the development work and till completion of the lease and handing over of the Project to the Association, completely cooperate with the Developer without raising any disputes either with the Developer or amongst themselves and in case of any issues/ disputes arising the Owners agree that the Developer will be entitled to decide based on Project benefit and continuance of the project in particular.



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- c) That the Owners have already mutated their names in the records of the Municipal Authorities in respect of their land holdings collectively forming the said Land. The Owners would be liable to get any additional land, if acquired, mutated in their respective names (as and when purchased) in the records of the appropriate municipality/local authority as may be reasonably required to complete the necessary formalities.
- d) The said Land is already converted to 'Bastu' in the Land records.
- e) That the facts as hereinbefore and hereinafter recited are all true and correct and the Developer can safely rely on the same.
- f) That the said Land is free from all encumbrances mortgages charges liens *lis pendens* attachments trusts debutters leases occupancy rights thika tenancies alignments acquisitions requisitions and liabilities whatsoever or howsoever.
- g) That no litigation or suit or proceeding is pending in any court of law in respect of the said Land or any part thereof or any undivided share therein nor has any decree, judgment or any other order / interim order been made or passed affecting the said Land or any part thereof in any manner whatsoever.
- h) That the said Land or any portion thereof is not affected by any notice or scheme of alignment of any public body or authority.
- i) That no declaration has been made or published for acquisition or requisition or vesting of the said Land or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the said Land or any portion thereof is not affected by any notice of acquisition or requisition or alignment or vesting under any Act or case whatsoever.



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j) That the said Land or any portion thereof is not affected by any attachment including attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demands Recovery Act or any other Act or otherwise whatsoever or howsoever and there is no certificate case or proceeding against the Owners or its predecessors-in-title or interest for realization of arrears of income tax or other taxes or dues or otherwise under the Public Demands Recovery Act or any other Act for the time being in force.

k) That the Owner has obtained NOC from the Competent Authority under the Urban Land (Ceiling and Regulation) Act 1976 with regard to the said Land.

l) That the said Land or any part thereof is not affected by or subject to any mortgage including mortgage by deposit of title deeds or anomalous mortgage under the Transfer of Property Act, 1882 any charge lien *lis pendens* or annuity, any right of residence or maintenance under any testamentary disposition settlement or other documents or under any law, any trust resulting or constructive, arising under any benami transaction or otherwise, any debutter wakf or devseva, any attachment including attachment before judgment of any Court or authority, any right of any person under any agreement or otherwise, any burden or obligation other than for payment of municipal/panchayat rates and taxes and other outgoings, any restrictive covenant or any pre-emption agreement or any other encumbrance of any kind whatsoever or any decree or order including any injunction or prohibitory order.

m) That there is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the affairs of the said Land and there are no facts, which may give rise to any such dispute to the knowledge of the Owners.



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n) That as on date there is no valid or subsisting agreement for lease, lease, development agreement, joint venture agreement or transfer otherwise of the Owners' rights title or interest in the said Land or any part thereof with any person or persons nor has the Owner otherwise dealt with the same nor created any interest or right of any third party therein.

o) That the said Land is free from any claim of any labour or employee of the erstwhile owner of the said Land.

p) That there is no legal bar or impediment in the Owners entering into this Agreement and in leasing out the units to be constructed on the said Land in favour of intending sub-lessees/purchaser(s).

q) The Owners have full right, power and authority to enter into this Agreement.

r) That the Owners have no difficulty in observing fulfilling and performing its obligations herein contained.

s) That subject to what has been stated in this Agreement, the Owners shall not do nor permit any one to do any act deed matter or thing which may affect the development, construction and marketability of the said Complex or which may cause charge, encroachments, litigations, trusts, liens, *lis pendens*, attachments and liabilities on the said Land or the Project.

t) That the Owners shall obtain and co-operate with the Developer in obtaining all certificates which may be required for the purpose of completing the registration of Deeds of Conveyance or other deeds and /or for transferring the title for undivided share of the land attributable to the Units.



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u) That the Owners shall also be responsible for any litigation related to the title of the Owners to the said Land and shall bear all costs associated in that respect till the date of completion of the Project. On and from the date of completion of the Project both the Owners and Developer shall be jointly responsible in this regard.

v) The Owners have inducted the Developer as a 'Licensee' and handed over permissive possession of the said Land unto the Developer for the limited purpose of carrying out development of the Said Land and nothing contained herein shall be construed as delivery of possession in part performance of any Agreement of Lease under Section 53-A of the Transfer of Property Act, 1882 or Section 2(47)(v) of Income Tax Act, 1961

w) The owners also give their unconditional undertaking that during the subsistence of the development of the project the owner will neither change the management nor the ownership of the company or the controlling interest in the Company by lease or transfer of shares without the prior written consent of the developer herein.

x) Furthermore, in case of any unforeseen situation if the owners are forced to transfer their interest in the company they shall give first right of refusal to the developer and/ or its nominees to take over the management and ownership of the company and/ or LLP at and for the consideration as may be agreed between the developer and the concerned owner and only if the developer refuses to take over the management then and in that case the owner will transfer the ownership and management of the company and / or LLP with the consent and concurrence of the Developer.

The terms and conditions of this agreement shall apply *mutatis mutandis* on the new owners in case of any transfer of ownership



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and the new owners shall in any case not be entitled to stall the development of the project.

4. **DEVELOPER'S REPRESENTATION:**

The Developer has represented and warranted to the Owners that the Developer is carrying on business of construction and development of real estate and has sufficient infrastructure and expertise in this field and also financial capacity for the same.

5. **COMMENCEMENT:**

- 5.1 This Agreement commences and shall be deemed to have come in force on and with effect from the date of execution, mentioned above (Commencement Date) and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated in this Agreement.

6. **STRUCTURING OF THE PROJECT:**

- 6.1 The Developers have satisfied themselves about the title of the Owners in respect of the said Land.
- 6.2 The Developer shall develop the said Land itself subject however the Owners complying with their obligations herein contained.
- 6.3 The Developer shall endeavour to utilize the maximum permissible FAR available as per applicable laws for the time being in force and try to obtain and consume the maximum constructed area permissible to be constructed at the said Land and get the plans sanctioned accordingly.
- 6.4 The Developer shall at its own costs and expenses be solely liable to do and comply with all acts deeds and things relating to (a) Planning of the Project, (b) preparation and obtaining sanctioning of the building plans and obtaining all permissions and clearances and no objection for construction and marketing of the Project including Pollution, Fire,



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Airport Authority, BSNL Authority Promoter's Act etc.) and (c) construction of the Project and making the same fit for construction and habitation and (d) marketing the project and (e) insuring the Project for the entire period of construction and warranty and defect liability for at least 5 (Five) years from the date of receipt of the completion/occupancy certificate as the case may be.

- 6.5 The Developer shall appoint all engineers, staffs, contractors etc., at its own costs and risks without foisting any obligations or liability upon the Owners in respect thereof.
- 6.6 The specifications for the construction shall be decided by the Developer.
- 6.7 All sanctions, constructions, completion and delivery of the Units in the Complex/Project shall be done by the Developer upon due compliance of all applicable laws and with good workmanship and good quality materials and at the sole risk and responsibility of the Developer.
- 6.8 The Developer will construct the Complex in phases but in continuity.
- 6.9 The Developer shall, subject to Force Majeure, construct and complete the Project within 31/01/2028 with a grace period of twelve months (COMPLETION DATE).
- 6.10 All fees, costs, charges and expenses including professional fees and supervision charges in respect of the above obligations of the Developer shall be borne and paid by the Developer. Except obligation to contribute the marketing costs in terms hereof, the Owners shall not be liable for any costs and expenses in respect of the Project.

7. **EXCLUSIVE ENTRY FOR DEVELOPMENT:**

- 7.1 Simultaneously with the execution of this Agreement, the Owners have granted development rights (*de hors* any exclusive right or interest in the said Land and further *dehors* any exclusive possession thereof),



and in part performance hereof allowed the Developer exclusive and irrevocable right to enter the said Land, to develop the same by constructing or causing to be constructed new buildings and to take all steps in terms of this Agreement.

8. **STEPS FOR DEVELOPMENT OF THE SAID LAND:**

- 8.1 The Parties have mutually decided the scope of the Project, that is, the development of the said Land by construction of the new buildings thereon, and commercial exploitation of the new buildings and/or the Complex. The Developer has conceptualized the Project to be for residential and/or commercial complex and/or mixed use purpose.
- 8.2 In consideration of the Developer agreeing to construct and market the entire Project and/or the Complex, the Owners do hereby grant the Developer entry upon the said Land solely for the purpose of development.
- 8.3 In consideration for the Developer constructing the Building Project, the Owners agree to transfer their proportionate undivided share in the Owners' land attributable to the Developer's Allocation to the Developer or its nominee or nominees in such part or parts as the Developer may desire and hereby further grant the exclusive and absolute right to develop the said Land.
- 8.4 By virtue of the rights hereby granted the Developer is authorized to build upon and exploit commercially the said Land by: (1) constructing the new buildings, (2) dealing with the Units in the new buildings TOGETHER WITH the undivided proportionate share in the said Land to the extent and on the terms and conditions hereinafter contained.



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- 8.5 At the time of the execution of this Agreement the Owners shall make over all the documents of title in respect of the said Land to the Developer who will keep them under 'Escrow' till completion of Project. Inspections and productions shall be made available as per requirement of the Owners. Upon formation of Association/Society/Company of transferees and lease of all areas in the Building Complex, the title deeds shall be handed over to the Association/Society/Company against covenant of production.
- 8.6 All costs, charges and expenses required to be incurred or paid to the Panchayat/Municipal Corporation and/or any other Government authority for getting access to the said Land from road and for connecting sewerage, drainage, water supply and other services to the said Land with the Panchayat/Municipal Corporation or any other government authority, for making the said Land suitable for development and for making any provision of any infrastructure in connection thereto, shall be paid by the Developer on demand being made by the Panchayat/Municipal Corporation or the concerned authorities. Further, it is made clear that any charges required to be paid for any drainage connection and water connection to the Complex on completion of the Project shall also be paid by the Developer.
- 8.7 The Developer shall at its own costs and expenses prepare the plans for the new buildings in the said Project and shall have the same sanctioned by the Municipal Authorities at the cost and expenses of the Developer.
- 8.8 All other permissions, approvals, sanctions, no-objections and other statutory formalities for sanction of plan would be obtained by the Developer at its cost and expenses.
- 8.9 The Owners shall, however, sign and execute all papers, documents, plans, declarations, affidavits and other documentations required for such sanction and construction as and when required by the Developer without any objection of whatsoever nature and within 7 days of the request being made and the documents being made available to the



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Owners. In addition to the aforesaid, the Owners shall sign, execute and register a General Power of Attorney appointing the Developer or its officers as their Constituted Attorney to act, do and perform all or any of the obligations of the Owners mentioned above.

9. **CONSTRUCTION AND COMMERCIAL EXPLOITATION OF NEW BUILDINGS:**

- 9.1 The Owners hereby authorise the Developer to appoint the named Architect and other consultants to complete the Project. All costs charges and expenses in this regard including professional fees and supervision charges shall be discharged and paid by the Developer and in this regard the Owners shall have no liability or responsibility.
- 9.2 The Developer shall, at its own costs and expenses and without foisting any financial or other liability on the Owners construct, erect and complete the new buildings in conformity with the final plans as maybe sanctioned by sanctioning authorities and as per the specifications with tolerance levels mentioned in the **Schedule-E** hereunder. The decision of the Architects regarding measurement of area constructed and all aspects of construction including the quality of materials shall be final and binding on the Parties.
- 9.3 The Developer shall at its own costs install and erect in the new buildings, the Common Areas, Installations and Facilities including pump, water storage tanks, overhead reservoirs, water and sewage connection and all other necessary amenities.
- 9.4 The Developer is hereby authorised in the names of the Owners to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the new buildings but in no circumstance shall the Owners be held



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responsible for the price/value, storage and quality or use of the building materials.

- 9.5 The Developer shall be authorised in the names of the Owners to apply for and obtain connections of water, electricity, drainage and sewerage.

10. **POWERS AND AUTHORITIES:**

- 10.1 To enable the Developer to specifically perform its obligations arising out of this Agreement and subject to the other terms and conditions of this Agreement, the Owners hereby nominate, constitute and irrevocably appoint the Developer to be represented through its nominated persons to be the true and lawful attorney of the Owners, to do, execute and perform all or any of the following acts, deeds, matters and things jointly or severally with respect to the said Land:

- a) To obtain permission or approval from the Planning Authorities and other authorities as may be required for the development and construction of the new buildings in accordance with this Agreement and for that purpose to sign such applications, papers, writings, undertakings, appeals, etc., as may be required.
- b) To enter upon the said Land with men and material as may be required for the purpose of development work and erect the new buildings as per the building plans to be sanctioned.
- c) To appoint the named architect, contractors, sub-contractors, consultants, and surveyors as may be required and to supervise the development and construction work of the new buildings on the said Land.
- d) To apply for modifications of the building plans from time to time as may be required.



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- e) To apply for obtaining quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Buildings but in no circumstances the Owners shall be responsible for the price/value, storage and quality and use of the building materials.
- f) To approach the concerned authorities for the purpose of obtaining permissions and service connections including water, sewerage and electricity for carrying out and completing the development of the said Land.
- g) To make deposits with the Planning Authorities and other authorities for the purpose of carrying out the development work and construction of the New Buildings on the said Land and to claim refunds of such deposits and to give valid and effectual receipt and discharge on behalf of the Owners in connection therewith.
- h) After completion of the construction of the New Buildings or any phase of the Building Complex, to apply for and obtain occupation and completion certificate in respect thereof or parts thereof from the planning authorities or other concerned authorities.
- i) To enter into agreements for transfer of the Units with or without the appurtenant proportionate undivided share in the said Land, on such terms and conditions as the Developer may think fit and proper.
- j) To execute from time-to-time Deeds of transfer of all kinds and mode in respect of Units/Constructed spaces comprised in the said Complex or any part or portion of the said Land alongwith or without the corresponding undivided share in the said Land, to



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receive consideration, rents, and deposits there for and present the above documents for registration and admit the execution of such documents before the appropriate authorities.

- k) To appear and represent us before the Additional Registrar / Sub-Registrar, District Registrar, Additional District Sub-Registrar, Registrar of Assurances, Calcutta in connection with the lease and transfer of Flats/Units/Constructed spaces alongwith or without the corresponding undivided share in the said land in the Buildings constructed on the said Land.
- l) To accept any service of writ of summons or other legal process on behalf of and in the name of the Owners and to appear in any court or authority as the Developer deem appropriate and to commence, prosecute and/or defend any action or legal proceedings relating to development of the said Land in any court or before any authority as the Developer may think fit and proper and for such purpose to appoint any Solicitor, Advocate, Lawyer in the name and on behalf of the Owners or in the name of the Developer and pay the costs, expenses, fee and other outgoings. Further to depose in the court of law or authority, sign vakalatnama, sign and verify the plaint, written statement, affidavits, petitions, applications, appeals etc., and any other document or documents in furtherance of the said objective. Provided always that this authority shall be available to and exercised by the Developer strictly only in cases where such litigation would touch or concern the development of the project on the said land without in anyway relating to or affecting the title of the said Land.
- m) To arrange for financing of the project (project finance) from any Bank and or Financial Institution for construction and completion of the Project upon such terms and conditions as may be secured by mortgaging the said Land in favor of any Bank /financial institution by deposit of original title deeds of the said Land by way



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of equitable mortgage and/or by executing simple mortgage and/or by creating English Mortgage or by registered mortgage as the case may be alongwith charge on Developer's share of the revenue/allocation in the Project. Further, the Developer may execute any document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds and to receive back the title deeds etc. Notwithstanding the same the Developer shall take the project finance without creating any charge/liability in respect of Owner 's share of revenue or owner's allocation in the project and shall always remain liable to repay the loan if any with interest thereon as may be required by the financial institution or bank.

n) To do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained, as fully and effectually as the Owners could do in person.

10.2 The Owners hereby ratify and confirm, and agree to ratify and confirm all acts, deeds and things lawfully done in the interest of the Project and in accordance with the terms and conditions of this Agreement by the Developer and persons nominated by the Developer in pursuance of the powers and authorities granted as aforesaid.

10.3 Notwithstanding grant of the aforesaid powers and authorities, the Owners shall grant to the Developer and/or its nominees a registered General Power of Attorney for the purpose of doing all acts required for the Project simultaneously on execution of this Agreement and the costs on account thereof shall be borne by the Developer.

10.4 Notwithstanding grant of the aforesaid General Power of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for the purpose of development of the said land within 7 (Seven) days of the request being made.



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- 10.5 While exercising the powers and authorities under the Power or Powers of Attorney to be granted by the Owner in terms hereof, the Developer shall not do any such act, deed, matter or thing which would in any way infringe the rights of the Owners in any manner or put any financial or other obligation claim or liability upon the Owners.

11 **FINANCIALS:**

- 11.1 The disposal of the Constructed spaces following completion of the Project on land held as Investment shall result in Capital Gains to the Owners.
- 11.2 All benefits under the Income Tax Act for development of the Complex would be available to the Developer and it would be entitled to claim all such benefits.
- 11.3 The Owners shall permit the Developer to arrange for financing of the Project (Project Finance) from any banks or financial institutions for construction and completion of the Project. Such finance may be secured by mortgaging the said Land belonging to the owners in favor of any bank / financial institution by deposit of original title deeds of the said Land by way of equitable mortgage and/ or by executing Simple mortgage and /or by creating English mortgage or Registered Mortgage along with charge on developers share of revenue in the Project. Further, the Developer may execute any document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of deposit title deeds, deliver the title deeds and to receive back the title deeds etc. Notwithstanding the same, the Developer shall obtain the Project finance without creating any charge / liability in respect of **owners allocation** in the Project.
- 11.4 It is expressly agreed and/or declared by the Developer that the charge to be created in pursuance of clause 11.4 hereinabove shall not withstanding anything to the contrary or otherwise stipulated elsewhere in these Agreement remain restricted only to the Developer and in no event the developer be entitled to create any charge and/ or



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lien and/ or encumbrance over and/ or in respect or in part or portion of the owners and no part or portion of the Owners shall be utilized and/or appropriated and/or for/ towards repayment or otherwise of the aforesaid borrowings of / by the Developer.

- 11.5 For the aforesaid purpose the Owners shall sign and execute all necessary deeds, documents instruments as may be reasonably requested for by the Developer and further will also execute powers and authorities in respect thereof in favour of the Developer and / or its nominee(s) to carry out execute and perform various acts, deeds and things in respect of the creation of the aforesaid mortgage including signing and executing all necessary deeds and documents.
- 11.6 It is unequivocally and unambiguously made clear understood and further the Developer undertakes and covenants that neither any of the parties comprising/ constituting the Owners nor any part or portion of the Owners share shall in any manner be responsible and/ or liable and / or applied for repayment of such loan amount/ borrowings of the Developer and/ or the interest accrued or due thereon and/ or for the due compliance and/or performance of any of the terms, conditions, obligations etc. relating/ pertaining to the same, and the Developer shall indemnify and keep each of the parties comprising/ constituting the owners safe, harmless and indemnified from and against all costs, charges, demands, claims, actions suits and proceedings arising there from and/ or in respect thereof.
- 11.7 The Developer further confirms and undertakes that the funds received as aforesaid shall be appropriated and used by the Developer solely and exclusively for the execution and implementation of the project and for no other purpose whatsoever and howsoever.
- 11.8 For the avoidance of any doubt it is further clarified that the above stated loan (if any) obtained by the Developer and/or the terms and conditions attached to/ governing the same shall in no manner impede



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and/or prejudice and/or hamper and/or hinder the right of the owners to receive the owners share in terms of this agreement and the Developer undertakes and covenants to ensure that the aforesaid is strictly enforced and complied with.

- (a) 11.9 All the transferees shall pay to or deposit with the Developer the Extras and Deposits (EDC) mentioned in the **SCHEDULE-D** hereunder written for the Units to be acquired. . If parts of Owner's Allocation delivered to the Owners remain unsold on completion of a phase or construction and/or finishing of the entire Complex and/or phases thereof, such Extras and Deposits shall be payable by the Owners as and when the Units will be Leased/sold and if any Unit remains unsold even after expiry of twelve months from the completion of the concerned phases/entire Complex, the Owners will pay EDC out of its own funds for the unsold Units except the following amounts:-Stamp Duty and registration fee, legal charges
- (b) Goods and Service Tax on the Owners Allocation, which shall be paid by the Developer and recovered by the Developer to the extent allowable in law from the transferees of the Owners' Allocation and in case of separate allocation from the Owners in respect of the separately allocated and /or unsold Owners' Allocation, the liability of the Owners to reimburse the same shall be as soon as it becomes actually payable by the Developer.
- (c) Any other tax and imposition levied by the State Government, Central Government or any other authority in respect of total construction shall be exclusively paid by the Developer
- (d) For this purpose, each phase/the entire Complex shall be deemed to be completed by the Developer on making the same habitable and issuance of the Completion certificate by the Municipal Authority.



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11.10 The entire proceeds against marketing of the said Project/Complex would be shared by and between the parties in their agreed. The marketing costs which include the advertisement and promotion costs of the Project shall be shared by the Owners and the Developer as agreed. In connection with the sharing of realisation the following is agreed: -

- (a) Except Parking Charges, Extra Charges and Deposits (EDC) as mentioned in **SCHEDULE - D**, all proceeds and receivables in gross on any account whatsoever arising from the lease or transfer or otherwise of any transferable areas in the Project (Realisation) by the parties jointly as above shall belong to the Developer.
- (b) Extras and Deposits (EDC) shall be realised solely by the Developer from the proposed buyers of the transferable areas.
- (c) The Owners will be at liberty to inspect the accounts in all respects mentioned herein for their satisfaction.
- (d) All Realisation shall be deposited in a specified escrow bank account jointly opened by the parties (Collection Account) and all customers will be required to be notified about mentioning of the bank account in the cheques and other instruments for making payments on any account relating to the said Project. There shall be standing instructions to the bank about transfer of the funds therein to the respective bank accounts of the Owners and the Developer in the said Ratio. The Developer hereto shall provide the Owners, on a fortnightly basis, bank statements of the said Collection Account.

12. **DEALING WITH SPACES IN THE NEW BUILDINGS:**



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- 12.1 All the spaces in the New Buildings will be marketed by the Developer through a common marketing agency to be appointed by the Developer from time to time (collectively Marketing Format) and the marketing agents shall act on behalf of the owners and the Developer.
- 12.2 In marketing the said Project, name and logo of only Developer will figure in all marketing materials with the same size as the names and logos of the Developer group.
- 12.3 The Developer in consultation with the marketing agent shall determine the consideration for transferor disposal of the spaces in the New Building/s to be constructed by the Developer on the said Land keeping in view the market response and market viability of the Project.-In the event, the Owners decide to transfer Units forming part of the Owners' Allocation, the Owners hereby covenant not to sell or market any such Units forming part of the Owners' Allocation below such consideration as may be finalized by the Developer in consultation with the marketing agent.
- 12.4 The parties in consultation with the marketing agent shall periodically revise the rates for transfer of various types of transferable areas and the same shall be adhered to.
- 12.5 In case of lease/sale of any portion of the Owners' Allocation by the Owners, the Owners shall directly receive the payment from the buyers, make payment of brokerage and shall pay the Developer the proportionate share of the actual advertisement and promotion costs. Such transferees shall directly pay or deposit the extras and deposits mentioned in the **SCHEDULE-D** hereunder written to the Developer PROVIDED HOWEVER that in the event Owners have already paid the amounts in terms of clause 11.8, then the Owners shall receive such extras and deposits from the transferees.



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- 12.6 The Developer shall also make over possession of the separate Owners' Allocation or so much thereof as would be ready for possession in the concerned phase, so as to enable the Owners to dispose off or otherwise deal with such portions in accordance with the terms and conditions contained herein. The balance portion out of such allocation, if still to be completed shall be completed by the Developer and would be made over in the manner herein contained.
- 12.7 The Developer and Owners shall execute and register with the appropriate registering authorities Deeds of Conveyance or other documents for transferring and/or demising of any leasable space in the New Buildings as aforesaid unto and in favour of the intending purchasers/transferees and the cost for stamp duty and registration charges in respect thereof shall be borne by the intending purchasers/transferees as the case may be.
- 12.7. The Owners shall also be liable to pay the actual proportionate common expenses in respect of any separately allocated unsold Units delivered to the Owners in terms of this Agreement provided the same is made fit for habitable use with effect from the date of receiving completion certificate of the respective blocks.
- 12.8 It is agreed and recorded that all Agreements, Deeds of Conveyance or any other papers and documents in respect of the transfer of any areas in the New Buildings shall maintain uniformity in respect of the restrictions, stipulations, covenants, terms and conditions for the use and occupation thereof applicable to transferees together with amenities and facilities therein as are stipulated in this Agreement or that would be drafted by the Developer's Advocates and the parties hereby undertake to each other that neither of them shall deviate from the such restrictions stipulations, covenants, terms and conditions.
- 12.9 The Owners and the Developer agree to execute all such deeds and documents that may be required by their transferees of their respective



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allocation to enable them to obtain loan from Bank and/or financial institutions without creating any liability or obligation upon them.

13. **MUNICIPAL TAXES AND OUTGOINGS:**

- 13.1 All taxes, duties, cess, levies etc. levied by or payable to any Government Authority or any municipal or other authority upto the date of handing over possession of the said land to the Developer for development shall be the liability of the Owners and thereafter the developer shall become liable to pay the taxes, duties, cess, levies etc. The Developer shall pay the rates and taxes in respect of the said land till such time the new buildings/shed are ready for occupation upon issuance of the Completion /Occupation Certificate in respect thereof, after which , the Transferees shall become liable and responsible for such payment

14. **POST COMPLETION MAINTENANCE:**

- 14.1 On completion of each phase the Developer shall give a notice to the Owners informing thereabout. Before giving notice as aforesaid, the Developer shall obtain the statutory Occupancy Certificate from the concerned municipal authorities in respect of the area forming part of such notice and make the same habitable including in respect of the services (such as water, drainage, electricity, lift etc.) and infrastructure.
- 14.2 If any part of the Owners' Allocation remaining unsold, on and from the date of expiry of the notice of Completion given in respect of the phase containing the same in terms of this Agreement and subject to the Developer having complied with its obligations regarding the construction and completion thereof in terms hereof, the Owners shall be deemed to have taken over possession for the purpose of determination of liability and shall become liable and responsible for the payments of maintenance charges (at the same rate as the Developer would pay the same for the separately allocated and unsold areas forming part of the Developer's Allocation) and rates in respect



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thereof irrespective of the fact whether actual physical possession was taken or not.

- 14.3 The Parties and/or their respective nominees/transferees shall punctually and regularly pay the maintenance charges, rates and taxes for their respective allocations to the concerned authorities/maintenance in charge in accordance with the terms and conditions hereof and in case any party is in default in payment of its liability, such party shall keep the other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by the other thereby.
- 14.3 The Parties and/or their respective nominees/transferees shall punctually and regularly pay the maintenance charges, rates and taxes for their respective allocations to the concerned authorities/maintenance in charge in accordance with the terms and conditions hereof and in case any party is in default in payment of its liability, such party shall keep the other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by the other thereby.
- 14.4 The Owners of Completed phases of the Commercial Project may decide to form their own Association of Unit Owners and accordingly with or without the assistance of the Promoter, take steps to form their own Association. However till Association is formed by them the Developer will maintain the Buildings and the common areas and be entitled to be reimbursed by the Owners the actual cost plus 20% thereon as Management fees.
- 14.5 The Developer or the Agency to be appointed by the Developer and thereafter the Association on formation, shall manage and maintain the Common Portions and services of the New Buildings and shall collect the costs and service charge therefor (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the

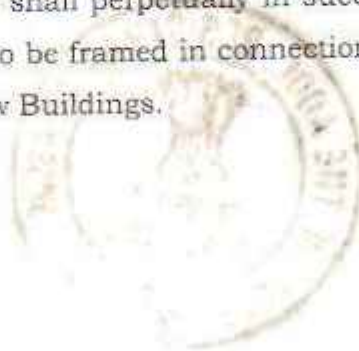


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insurance of the New Buildings, land tax, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipment and all other expenses incurred for common purpose.

15. **COMMON RESTRICTIONS:**

- 15.1 The Complex shall be subject to the restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the New Buildings.
- 15.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the New Buildings shall permit the agency to be appointed, with or without workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof.
- 15.3 It is agreed between the parties that the Developer shall in consultation with the Owners frame a scheme for the management and administration of the New Buildings and all the occupiers of the Units in such New Buildings shall perpetually in succession abide by all the rules and regulations to be framed in connection with the management of the affairs of the New Buildings.



16. **OBLIGATIONS OF THE DEVELOPER:**

- 16.1 Execution of the Project shall be in conformity with the sanction plans and prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies.



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- 16.2 The Developer shall be responsible for planning, designing development and construction of the New Buildings with the help of professional bodies, contractors, etc.
- 16.3 The Developer has assured the Owners that they shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default.
- 16.4 The Developer shall construct the New Buildings at its own cost and responsibility. The Developer shall alone be responsible and liable to Government, Municipality and other authorities concerned as also to all the laborers, staff and employees engaged by it and all Transferees and shall alone be liable for any loss or for any claim arising from such construction or otherwise relating thereto and shall indemnify the Owners against any claims, loss or damages for any default or failure or breach on the part of the Developer.
- 16.5 All tax liabilities in relation to the construction including leases tax, works contract tax and other dues shall be paid by the Developer subject to the condition that if at any stage the unsold Units are separately allocated between the parties in that case all statutory levies and taxes applicable for lease of the Owners' Allocation to the transferees thereof shall be entirely on account of the Owners.
- 16.6 The costs of marketing and publicity/advertisement campaigns shall be shared and borne by the parties in as agreed herein but the marketing strategy, budget, selection of publicity material, media etc. shall be decided by the Developer.
- 16.7 The Developer hereby agrees and covenants with Owners not to transfer and/or assign the benefits of this agreement or any portion thereof without the consent in writing of the Owners first obtained. It is



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clarified that the Developer shall until completion of the Complex be under the control and management of its present constituents and of no one else.

16.8 The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the laws and rules applicable to construction of the New Buildings.

17. **OBLIGATIONS OF OWNERS:** During the subsistence of this Agreement:

17.1 The Owners undertake to fully co-operate wherever necessary with the Developer for any requirement of the Developer for obtaining all permissions required for development of the said Land.

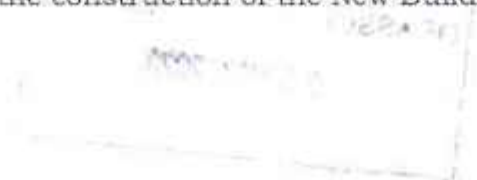
17.2 The Owners undertake to act in good faith towards the Developer so that the Project can be successfully completed.

17.3 During the subsistence of this agreement the Owners shall not sell, convey, sub-let, transfer, assign or charge, or give any authority in relation to, the said Land or any part thereof, or grant any rights or easements over the said Land or any part thereof, to any other person or enter into any covenants affecting the said Land or part thereof, with any other person without the prior written consent of the Developer.

17.4 The Owners shall provide the Developer with all available documentation and information relating to the said Land as may be required by the Developer from time to time.

17.5 The Owners shall not do any act, deed or thing whereby the Developer may be prevented from discharging their functions under this Agreement.

17.6 The Owners hereby covenant not to cause any interference or hindrance in the construction of the New Buildings.





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- 17.7 The Owners hereby agree and covenant with the Developer not to do any act deed or thing whereby the Developer is prevented from developing, constructing, completing, selling, assigning and/or disposing of any part or portion of the constructed area or leaseable area in the manner and to the extent mentioned in this Agreement.
- 17.8 The Owners hereby agree to modify this Joint Development Agreement as and when required by the Developer to ensure a smooth development of the said Land, and to allow the Developer to carry out its obligations in terms of this Joint Development Agreement without any objection.
- 17.9 It is agreed by and between the parties that the developer has invested huge time and cost since the preliminary stages of negotiations of the project and after the execution and registration of this agreement the owner shall not part with their right title and interest in the subject land and shall not do anything which jeopardizes the development of the project. The owner also undertakes that after the commencement of the development of the project the owner shall not terminate and / or cancel this agreement under any circumstances.

It is strictly agreed by and between the parties that the developer will have the sole prerogative to decide any matter relating to and concerning the mode style scheme and the manner in which development will take place and the owners will have no right to interfere with the above.

18. **OWNER'S REPRESENTATIVE**

- 18.1 The Owners shall, simultaneously with the execution of this Agreement, execute a Power of Attorney in favour of Developer, for the purpose of Development.



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- 18.2 All communication and correspondence in relation to such dispute to be made by the Developer shall be made to the Owner's Representative.

19. **INDEMNITY:**

- 19.1 The Developer shall indemnify and keep the Owners saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owners in relation to the construction of the New Buildings including any act of neglect or default of the Developer's contractors, employees or violation of any permission, rules regulations laws or bye-laws or arising out of any accident or otherwise or violation or breach of its obligations hereunder by the Developer or any attorney appointed under the Powers of Attorney to be granted by the Owners in pursuance hereof.

- 19.2 The Owners shall indemnify and keep the Developer saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developer in the course of implementing the Project including marketing thereof for any successful claim by any third party for any defect in title of the said Land or any of their representations being incorrect.

20. **MISCELLANEOUS:**

- 20.1 The Owners and the Developer have entered into this Agreement purely on a principal to principal basis and nothing stated herein shall be deemed or construed as a partnership between the Owners and the Developer or as joint venture between the Developer and the Owners nor shall the Developer and the Owners in any manner constitute an association of persons.

- 20.2 The Developer shall always be entitled to nominate transfer or assign its rights and obligations under this Agreement to any third party with prior intimation to but without the requirement of consent of the Owners.



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All rights and obligations of the Developer herein contained shall enure to and be available against such nominee transferee or assign.

20.3 To enable the expeditious construction of the proposed buildings in the complex by the Developer, various acts deeds matters and things not herein specifically referred to and as may be required to be done by the Developer, shall be ratified and confirmed by the Owners and in addition the Owners hereby undertakes, upon being required by the Developer, in this behalf to forthwith execute any such additional powers or authorities as may be required by the Developer for such purpose and the Owners also undertakes to sign and execute all such additional applications and other documents which may be reasonably required for such purposes and hereby authorizes the Developer to do all such acts deeds matters and things in connection therewith.

20.4 The Owners shall be liable for and shall indemnify the Developer in respect of all actions claims and demands arising out of and regarding their title to the said Land or which results in obstruction to the development of the said Land and shall indemnify and keep indemnified the Developer against all costs charges and expenses incurred or suffered by the Developer in this regard.

20.5 In the event, the Owners fails and/or neglects to perform any of the terms conditions and covenants to be paid observed and performed as contained herein, the Developer shall be entitled to terminate this Agreement and invoke security for the purpose of recovery of security deposit and interest and realisation of all costs charges and expenses till then incurred by it for development together with interest on such costs and liquidated damages as assessed at the material point of time .

20.6 In the case of acquisition or requisition of the said Land after the commencement of construction of the New Buildings and prior to completion of construction of the New Buildings then, the Owners shall be entitled to receive entire compensation awarded in respect of the entirety



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of the said Land PROVIDED THAT the Owners shall refund all amounts paid and/or spent by the Developer with interest @ 12 % per annum and the Developer shall be entitled to receive the compensation awarded in respect of the construction made till then.

20.7 In case of acquisition or requisition of the said Land after construction of the said New Building(s) then the Owner shall be entitled to the entire compensation in respect of the Owners' Allocation and the Developer shall be entitled to the entire compensation in respect of the Developer's Allocation after making adjustment in terms of this Agreement.

20.8 Upon construction and offering by the Developer to the Owners to take possession of the Owners' Allocation, the Owners shall hold the units and parking spaces constituting the Owners' Allocation on the same terms and conditions as regards the user and maintenance of the New Buildings and restrictions imposed with regard thereto as the transferees of the other units and parking spaces constituting the Developer's Allocation would hold. Further, the Owners with effect from the Developer offering the Owners to take possession of the Owners' Allocation shall pay and bear all maintenance charges, municipal rates and taxes, electricity, charges and other outgoings in respect of the Owners' Allocation at the same rate and in the same manner as the purchasers/ other buyers of the Developer's Allocation would pay or be liable to pay although physical possession has not been assumed or on behalf of the Owners and or Developer.

20.9 The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

WITNESSED BY



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- 20.10 Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 20.11 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 20.12 If the Developer desires to register this Agreement they shall make payment of appropriate stamp duty and registration charges. The Owners shall however provide all co-operation to the Developer to do that including being present before the registering authorities as and when required by the Developer.
- 20.13 It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of Owners. Further, various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorisation as may be required by the Developers for the purpose and the Owners also undertake to sign and execute all additional applications and other documents, provided that all such acts, deeds matters and things do not in any way infringe on the rights of the Owners and/or go against the spirit of this Agreement.
- 20.14 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 20.15 The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, claims, demands,



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costs, charges and expenses in respect of the Developer's Allocation. Similarly the Developer shall not be liable for any Income Tax or Wealth Tax in respect of transfer of the Owners' Allocation and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Owners' Allocation.

20.16 The name of the project shall be "TOWN SQUARE"

21. **DEFAULTS:**

21.1 The following shall be the events of default:-

- a) If the Developer complies with its obligations hereunder and the Owners fail to comply with any other obligation contained herein.
- b) If the Developer fails to apply for and obtain the sanctioned plans or to construct, erect and complete the complex or deliver the Owners' Allocation within the time and in the manner contained herein.
- c) If the Developer fails to perform its other obligations in the manner or within the time stipulated herein.

21.2 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 their obligation in default within the time and in the manner to be mentioned in the said notice. Provided that, in the event the defaulting party or the aggrieved party are the Owners, then such notice shall be sent from or addressed to, as the case may be, to the Owner's Representative hereinbefore mentioned.

21.3 Upon receipt of such notice, the defaulting party shall remedy the said event of default and/or breach within the time and in the manner mentioned herein.



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- 21.4 In case the default continues for a period of thirty (30) days thereafter, in such event, the aggrieved party shall be entitled to serve a final notice on the defaulting party.
- 21.5 On expiry of the said period of notice, if the defaulting party are the Owners, then the Developer shall be entitled to take over the responsibility of the defaulted item or items upon itself on behalf of the Owners and shall be entitled to complete the same at the costs and expenses of the Owners. In the event of dispute between the parties as to the quantum of the costs and expenses, the same shall be decided by arbitration. It is made clear that during the pendency of the arbitration, the parties shall continue to fulfill their obligation under this Agreement.
- 21.6 (i) In case the Developer fails to complete construction of the proposed buildings within 31.01.2028, the said "Completion Date" as stated above, then and in that event in respect of so much of the construction still remaining incomplete the Developer herein shall be entitled to another grace period of 6 (six) months commencing from the expiry of the said "Completion Date" for completing the construction of the said buildings, subject to the Developer paying to the Owner towards pre-determined liquidated damages the monthly payment of the amount calculated @ Rs. 8/- (Rupees Eight) only per Square Feet in respect of so much part of the total super built up area or the share of the revenue attributable to the Owner "Owner's Allocation";
- (ii) In the event the Developer fails to complete construction of the proposed buildings within the said "Completion Date" with grace period of 6 (six) months mentioned in sub-clause (i) above, then and in that event in respect of so much of the construction remaining incomplete the Developer herein shall be entitled to a further additional grace period of 6(six) months commencing from expiry of the said "Completion Date" with grace period of 6(six) months mentioned in sub-clause (i) above (the Extended Date), for completing the construction of the said buildings, subject to the Developer paying to



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the Owner towards pre-determined liquidated damages the monthly payment of the amount calculated @ Rs.12/- (Rupees Twelve) only per Square Feet in respect of so much part of the total super built up area or the share of the revenue attributable to the Owners "Owner's Allocation";

(iii) In case the Developer still fails to complete the construction even after 69 months (i.e. the "EXTENDED DATE"), then the Owner will automatically be deemed to have taken back the possession of the said property and the Owner shall be free to complete the leftover jobs /works through any third party. The cost and expense for getting the remaining leftover jobs /works shall be paid by the Developer to the Owner immediately on demand. After the construction is complete, and Developer making payment of leftover jobs, the Developer will be entitled to its allocation.

(iv) It is made clear that in case of the delay on the part of the Developer to complete the construction is due to Owner's fault, the period for completion of construction shall stand extended by such period of delay.

22. **FORCE MAJEURE:**

22.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Indenture, 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 any act or omission of the Party so prevented or breach by such Party of any of its obligations under this Indenture or which could have been prevented by the party so prevented it by being diligent, vigilant or prudent, including, without limitation, flood, fire, explosion, earthquake, subsidence, pandemic, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion,



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lockdown order, and any legislation, regulation, ruling or any relevant Government or Court orders materially affecting the continuance of the obligation.

22.2 If either Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such further time after the cessation, as mentioned in clause 21.3 hereto. Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Indenture for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

22.3 In the eventuality of Force Majeure circumstances the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the completion thereof and 7 (Seven) days thereafter.

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



23. **ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, oral or implied.

24. **AMENDMENT/MODIFICATION:**

No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.

25. **NOTICE:**

25.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, or by facsimile transmission or registered post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time). So far as the Owners and Developer are concerned the notice should only be given to:

a) **In case of the Owners:**

Sri Sunil Agarwal son of Late Mahavir Prasad Agarwal,
residing at Sherwood Estate, 169, N.S.C. Bose Road,
Police Station- Narendrapur (Previously Sonarpur),
Post Office- Narendrapur, Kolkata- 700103

b) **In case of the Developer:**

Mr. Ram Naresh Agarwal
36/1A, Elgin Road, Kolkata - 700 020.



25.2 Any such notice or other written communication shall be deemed to have been served:

25.2.1 If delivered personally, at the time of delivery and duly receipted.

25.2.2 If sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities.

In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by courier, that such notice or other written communication was properly addressed and delivered to the postal authorities

26. **SPECIFIC PERFORMANCE:**

In the event of there being breach by either party the other party will have the right to seek specific performance of this Agreement and also claim any loss, damage costs and expenses caused due to such breach.

27. **ARBITRATION:**

The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavours to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties. If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes, if not solved/settled, shall be referred to, and finally resolved by, arbitration by an Arbitration Tribunal formed in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made thereunder. The



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arbitration shall be conducted in English and venue shall be Kolkata only.

28. **JURISDICTION:**

Only Courts having territorial jurisdiction over the said Property shall have jurisdiction in all matters arising herefrom.





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POWER OF ATTORNEY

RELATED WITH DEVELOPMENT AGREEMENT AS MENTIONED HEREIN ABOVE

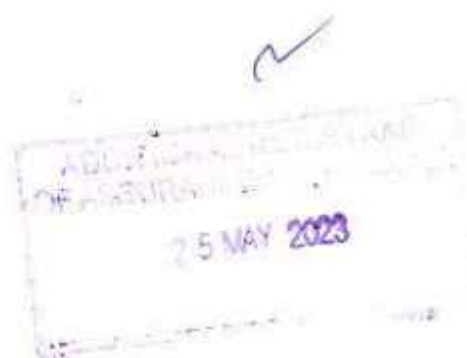
The Owners named in the Development Agreement above hereinafter referred to as **"THE PRINCIPAL"** of the **ONE PART** ;

TO AND IN FAVOUR OF

SRIJAN REALTY PRIVATE LIMITED (PAN AAHCS6112K), a Company within the meaning of Companies Act 2013 having its registered Office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore, Kolkata - 700020, hereinafter referred to as the **DEVELOPER** of the **OTHER PART**.

WHEREAS the Principal is the Owner of All That the pieces and parcel of land containing an area of 6.290 Acres equivalent to 380.545 Cottahs , be the same a little more or less being Plot No. BB/1, Premises No. 34, Major Arterial Road in Street No. 165 in Action Area - 1, situated in New Town, Kolkata, Police Station - New Town, District North 24 Parganas to be developed in Phases more fully and particularly described in the Schedule hereunder written (hereinafter referred to as **"SAID LAND"**)

AND WHEREAS for the purpose of development the Principal is now desirous of nominating, appointing and constituting **SRIJAN REALTY PRIVATE LIMITED**, a Company within the meaning of Companies Act 2013 having its registered Office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore, Kolkata - 700020 represented by **Sri Ujjal Surya Sarkar** (PAN: ALCPS1603G, Aadhar: 3685 5711 9425), Nationality: Indian, Occupation: Service, son of Late Rabindranath Sarkar, working for gain at 36/1A, Elgin Road, Post Office- Lala Lajpat Rai Sarani, Police Station- Bhowanipur, Kolkata- 700020 (hereinbefore as also hereinafter referred to as the **"ATTORNEY"**).



KNOW YE ALL MEN BY THESE PRESENTS, the Principal by writing under its common seal, do hereby appoint, nominate and authorize the Attorney as its TRUE AND LAWFUL ATTORNEY for itself and on its behalf and in its name to do the following further acts, deeds and things relating to the Said LAND (more fully described in the SCHEDULE-A hereunder written.

- I. To prepare, submit correspond, receive and sign all papers like Plans, Applications, Affidavits, Indemnities, Letters, authorizations and corrections, to appear and to represent before the competent authorities of the respective departments or bodies of both Central and State Governments like Kolkata Metropolitan Development Authority ("KMDA"), Bidhannagar Municipal Corporation, NDITA, the Kolkata Municipal Corporation, Competent Authority for supply of Ground Water, CESC or any other Supply Agency, Administrative offices of the Government of West Bengal, Urban Land Ceiling Authorities, Airports Authority of India, Bharat Sanchar Nigam Ltd., West Bengal Pollution Control Board/Environment Department, Govt. Of West Bengal, Directorate of Town and Country Planning, Kolkata Police, West Bengal Police, Land & Land Reform Department of the Govt. Of West Bengal etc., for obtaining the necessary certificates, sanctions, permissions, exemptions, no objection certificates orders etc., connected with the Said Property in respect of one or more of the following matters:
 - a) re-classification, re-constitution and / or re-union of the Said Property commensurate with the purposes for which the Development Agreement has been entered upon
 - c) Demolition of any superstructure(s) on the Said Property
 - d) Proposed constructions (s) of New Building (s)
 - e) Additions, revisions and alterations renewals, regularisation to the proposed New Buildings.:



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- f) Obtaining permanent or temporary service connections of water-supply, drainage, sewerage and electricity
2. To apply for and obtain sanction of the building plan in respect of the Said Property and to further apply for and obtain any modification or alterations thereto from time to time and at all times hereafter.
3. To apply for quotas, entitlements and other allocations for cement, steel, bricks and any other building material that may be required, for and on behalf of the owners/principals for construction of the New Building on the Said Property.
4. To sign and execute all plans, sketches, maps, declarations, forms, petitions, letters or any other documents relating to or in connection with applying for and obtaining sanction of plan in respect of the Said Property.
5. To obtain delivery of the sanction plan from the Bidhannagar Municipal Corporation, NDITA, KMC or any other authority or authorities.
6. to enter upon the Said Property with men and material as may be required for the purpose of development work and erect the new buildings as per the building plans to be sanctioned
7. To apply for and obtain necessary permissions, and/or approvals and/or sanctions from any statutory authority including the Bidhannagar Municipal Corporation, NDITA KMC, Fire Services Department, Government of West Bengal, Kolkata Police, West Bengal Police, West Bengal Pollution Control Board / Environment Department, Airports Authority of India ,Bharat Sanchar Nigam Ltd., and all other statutory authority or body.



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8. To appear and represent the Principal before the necessary authorities including the Bidhannagar Municipal Corporation, NDITA, Fire Services Department, Government of West Bengal, Kolkata Police, West Bengal Police, West Bengal Pollution Control Board / Environment Department, Airports Authority of India, Bharat Sanchar Nigam Ltd., and all other statutory authority or body in connection with the sanction, modification and/or alteration of plans.
9. To pay fees to obtain sanction or modification and such other orders and permissions from the necessary authorities as be expedient for sanction, modification and/or alteration of the sanctioned plans and submit all the papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects and other Agents, contractors and sub-contractors for the aforesaid purposes as the Attorneys shall think fit and proper.
10. To receive the excess amount of fees, if any, paid for the purpose of sanction, modification and/or alteration of the Plans to any authority or authorities.
11. To apply for and obtain electricity, gas, water, sewerage, drainage, telephone or other connections of any other utility to the Said Property and/or to make alterations therein and to close down and/or have disconnected the same and for that purpose to sign, execute and submit all papers, applications, documents and plans and to do all other acts, deeds and things as may be deemed fit and proper by the said Attorneys.
12. To pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the Said Property or any part thereof.



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13. To appear and represent us before all authorities including KMC for fixation and/or finalization of the annual valuation of the Said Property and for that purpose to sign, execute and submit necessary papers and documents and to do all acts, deeds and things as the Attorneys may deem fit and proper.
14. To arrange for financing of the project (project finance) from any Banks and/or Financial Institutions for construction and completion of the project upon such terms and conditions as may be applicable. Such finance may be secured by mortgaging the said project land belonging to the Owners in favour of any bank / financial institution by deposit of original title deeds of the said project land by way of Equitable Mortgage and/or by executing Simple Mortgage and/or by creating English mortgage and/ or Registered Mortgage. Further the Developer shall create charge in respect of its share of revenue or allocation in the Project without creating any charge or liability in respect of Owner's share of revenue or Owner's allocation in the Project. Further, the Developer may execute any document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of deposit title deeds, deliver the title deeds and to receive back the title deeds, etc,. Notwithstanding the same, the Developer shall take the project finance without creating any charge / liability in respect of owner's share of revenue or owner's allocation in the project.
15. To insure the New Buildings and fittings and fixtures against damages, fire, tempest, riots, civil commotion, floods, earthquakes, bomb blasts, malicious damage or destruction and against other risks as the Developer may think sufficient to protect the interest of all concerned therein.
16. To collect advance / payment from the intending purchaser against lease/lease of the proposed constructed areas in the proposed New Buildings.



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17. To ask for, receive and recover from all the Purchasers/Lessees and Transferees of Flats/Units and Apartments service charges for maintenance and all the other charges and also on non-payment thereof to enter upon and restrain and/or take legal steps for the recovery thereof.
18. To engage Advocates and to commence prosecute enforce defend answer and oppose all actions and other legal proceedings and demands touching any of the matters concerning construction on the Said Property or any part thereof and if thought fit to compromise settle, refer to arbitration, abandon, submit to judgment or become non - suited in any such action proceedings aforesaid before any Court, Civil or Criminal Tribunal or Revenue including the Rent Controller.
19. To Deposit and withdraw fees, documents and monies in and from any Court or Courts and /or any other person or Authority and give valid receipts and discharges therefor.
20. To sign, declare and/or affirm any plaint, written statement, petition, affidavit, verification, vakalatnama, warrant of attorney, Memo of Appeal or any other documents or papers in any proceedings or in any way connected therewith.
21. To file appeals, references, revisions and appear and represent before the competent authorities in respect of any matter relating to the Said Property.
22. To make and sign necessary application or pursue and follow up all applications already made and/or to be made to the appropriate Government Department, Local authority or other competent authorities including appropriate authorities under the RERA 2016 and the Urban Land (Ceiling & Regulation) Act, 1976 for all and any licenses,



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registrations, permissions and consents required by any act order statutory instruments regulations by laws or otherwise in connection with the Said Property in pursuance of the Map/Plan to be sanctioned and make payment of all charges and fees therefore and recovery of compensation, if any.

23. For all or any of the purposes hereinbefore stated to appear and represent us before all authorities having jurisdiction and to sign, execute and submit papers and documents.
24. To sign, execute and register and to appear before the sub registrar to register any Agreement (s), deeds or documents.
25. To present such agreement or conveyances for registration before the registering authority and admit execution thereof as if the same is executed by the Principal in respect of the Developer's Allocation.
26. To delegate such of the powers as the Attorneys in their absolute discretion shall think fit and proper to any of its officers and upon such delegation this power of attorney shall be deemed to have been granted by the Principal in favour of the said delegate or delegates as the case may be.

AND GENERALLY to do all acts, deeds and things, which are necessary for developing the Said entire project land in the manner aforesaid fully and effectively, and acts incidental and ancillary thereto AND the PRINCIPALS hereby agree to ratify and confirm all and whatsoever the Attorney through its nominated officers shall do, execute or perform or cause to be done executed or performed in connection with the development of the Said entire project land in terms of the Development Agreement

This Power of Attorney shall remain valid till the completion of the Complex on the Said entire project land and transfer of constructed area



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AND it is clarified that the terms and expressions used herein shall, unless there be something contrary or repugnant to the subject or context, have the meanings assigned to them in the Development Agreement

THE FIRST SCHEDULE ABOVE REFERRED TO:¹

(Said Land)

PART -I

(THE ENTIRE HOUSING COMPLEX)

ALL THAT the piece and parcel of land containing an area of 6.290 Acres equivalent to 380.545 Cottahs or 25442.69 Sq.Mtrs , be the same a little more or less being Plot No. BB/1, Premises No. 34, Major Arterial Road in Street No. 165 in Action Area -I, situated in New Town, Kolkata, Police Station - New Town , District North 24 Parganas erstwhile in Rajarhat area falling under Mouza Thakdari , (J.L.No.19) under Mahisbathan -II G.P. as per Plan annexed hereto as per ANNEX-A and butted and bounded:

ON THE NORTH: By Street No.0165 (18.0 Mtrs wide);

ON THE SOUTH:By [M.A.R] Street No.1111 (62.0 Mtrs wide)

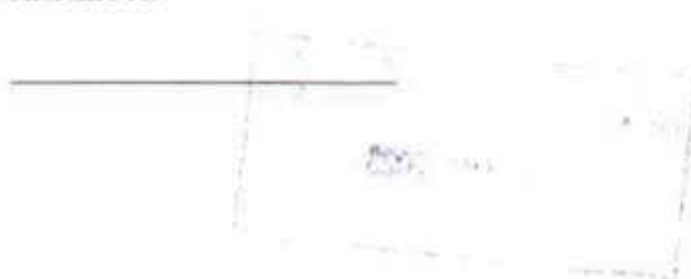
ON THE WEST: By Street No.0144(34.0 Mtrs wide);

ON THE EAST : By Street No.0160 (18.0 Mtrs wide)

PART -II

(THE SAID FIRST PHASE LAND /SAID LAND)

ALL THAT the piece and parcel of land containing an area of 8235.62 Sq.Mtrs equivalent to 203.51 Decimal (more or less). situate lying at Plot No. BB/1, Premises No. 34, Major Arterial Road in Street No. 165 in Action Area -I, situated in New Town, Kolkata, Police Station - New Town , District North 24 Parganas erstwhile in Rajarhat area falling under Mouza Thakdari , (J.L.No.19) under Mahisbathan -II G.P. as per Plan annexed hereto as per ANNEX-A.





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PART -III**(THE SAID SECOND PHASE LAND)**

ALL THAT the piece and parcel of land containing an area of 10807.84 Sq.Mtrs equivalent to 267.07 Decimal (more or less) situate lying at Plot No. BB/1, Premises No. 34, Major Arterial Road in Street No. 165 in Action Area - 1, situated in New Town, Kolkata, Police Station - New Town , District North 24 Parganas erstwhile in Rajarhat area falling under Mouza Thakdari , (J.L.No.19) under Mahisbathan -II G.P. as per Plan annexed hereto as per ANNEX-A.

PART - IV**(THE SAID THIRD PHASE LAND)**

ALL THAT the piece and parcel of land containing an area of 3151.73 Sq.Mtrs equivalent to 77.88 Decimal (more or less) situate lying at Plot No. BB/1, Premises No. 34, Major Arterial Road in Street No. 165 in Action Area -1, situated in New Town, Kolkata, Police Station - New Town , District North 24 Parganas erstwhile in Rajarhat area falling under Mouza Thakdari , (J.L.No.19) under Mahisbathan -II G.P. as per Plan annexed hereto as per ANNEX-A.

PART -V**(THE SAID FOURTH PHASE LAND)**

ALL THAT the piece and parcel of land containing an area of 3247.50 Sq.Mtrs equivalent to 80.25 Decimal (more or less). situate lying at Plot No. BB/1, Premises No. 34, Major Arterial Road in Street No. 165 in Action Area -1, situated in New Town, Kolkata, Police Station - New Town , District North 24 Parganas erstwhile in Rajarhat area falling under Mouza Thakdari , (J.L.No.19) under Mahisbathan -II G.P. as per Plan annexed hereto as per ANNEX-A.

THE SECOND SCHEDULE ABOVE REFERRED TO:
COMMON AREAS, FACILITIES AND AMENITIES
(Common Parts , Portions and Amenities)



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1. The Common Portions are at 3 (three) levels, which are :

1.1 LEVEL: Those which are common to all the segments and are collectively called the "Service Zone" and includes the following:

Applies to present phase and all the other phases both future and past

- 1.1.1 Rain water harvesting (RWH)
- 1.1.2 Solid Waste Management(SWM)
- 1.1.3 Renewable Energy-Solar to meet Electricity Generation as per PCB
- 1.1.4 Intercom Facility
- 1.1.5 Video Door Phone
- 1.1.6 Close Circuit TV
- 1.1.7 Fire Fighting Equipment and Extinguishers and Protection system
- 1.1.8 Power Backup
- 1.1.9 Provision for Electric Car Charging Points
- 1.1.10 Common Servant and Driver Toilet Areas
- 1.1.11 Provision for Car Wash
- 1.1.12 Sewerage treatment Plant / Septic Tank if provided
- 1.1.2 Common generators, its installation and its allied accessories , lighting of the common areas, pumps and common utilities.
- 1.1.3 Electric Sub-Station of premises
- 1.1.4 Garbage Disposal area
- 1.1.5 Roads including passages providing easement rights, installations, and security arrangements not exclusive to any segment.
- 1.1.6 Drains and sewers from the premises to the Municipal Duct / STP.
- 1.1.7 Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
- 1.1.8 Boundary walls of the premises including outer side of the walls of the building and main gates.
- 1.1.9. water pump and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
- 1.1.10. Transformer electrical wiring meters and fittings and fixtures for lighting common areas (.)
- 1.1.11 Management/Maintenance Office



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- 1.1.12. Round the Clock Security arrangements with CCTV and intercom
- 1.1.13. Main entrance Gate
- 1.1.14. water supply
- 1.1.15. Dedicated communication system for telephone
- 1.1.16. The water pump, the pump room, water reservoir, tube-well, and distribution pipes
- 1.1.17. Durwans Room
- 1.1.18. Cable connection/ Cable TV System

1.2 LEVEL-2 :Those which are to remain common to all the Apartment Owners of the residential complex of all the phases, present and in future as well as in the extensions. All the Apartment, Owner shall have proportionate share therein. These include the following:

CLUB AMENITIES

- 1.2.1 Business Centre with Co-Working Space
- 1.2.2 Smoking Zone
- 1.2.3 Isolation Zone
- 1.2.4 Gymnasium
- 1.2.5 Health Club/Spa
- 1.2.6 Multi-Purpose Hall
- 1.2.7 Indoor Court(Squash, Badminton, Half Basket Ball)
- 1.2.8 Indoor Games Room
- 1.2.9 Indoor Kids Play Area
- 1.2.10 Lounge

OUTDOOR AMENITIES

- 1.2.11 Swimming Pool
- 1.2.12 Kids Pool
- 1.2.13 Parents Deck Area
- 1.2.14 Jacuzzi
- 1.2.15 Aqua Gym
- 1.2.16 Outdoor Fitness Area
- 1.2.17 Bar B Q Lawn



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- 1.2.18 Outdoor Kids Play Area
- 1.2.19 Senior Citizen Zone
- 1.2.20 Private Cabana
- 1.2.21 Relaxation Garden
- 1.2.22 Wellness Garden
- 1.2.23 Sences Garden
- 1.2.24 Splash Fountain
- 1.2.25 Outdoor Gaming Zone
- 1.2.26 Jogging Track
- 1.2.27 Amphitheater
- 1.2.28 Outdoor seating Pavilion
- 1.2.29 Tree House
- 1.2.30 Open Badminton Court
- 1.2.31 Decorated Common Roof Terrace

1.3. LEVEL 3 : Building Block (But available to all/ association as percieved):

- 1.3.1 Decorative entrance with A.C ground floor lobby only.
- 1.3.2 The lobbies on each of its floors and the staircases from the ground floor up to the terrace and also the ultimate roof of the tower.
- 1.3.3 elevators in Towers, their installation and rooms.
- 1.3.4. Earmarked area of Roof of respective tower demarcated for common use
- 1.3.5. Overhead Water Tank.
- 1.3.6. Lifts and their accessories installations and spaces required therefore.
- 1.3.7. Servants/Drivers Toilet and shower room on the Ground Floor in some blocks.
- 1.3.8 Electric Rooms
- 1.3.9 FMC Rooms, if any.

Unless otherwise indicated herein and in addition to these mentioned in Levels 1 and 2 the common portions like land, roads, lighting equipments, gates, building for guards, trees bushes, decorations e.g. sculptures etc.



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pipes, ducts and cables situate within the area whether over or under the land of the service zone shall be deemed to be common to the Sub-Lessee/Allottees/Purchaser of all the segments and those that are inside the Residential Complex including its boundary walls and/or fences, water body etc. shall be deemed to be common Portion only of the residential complex and common to its Apartment Owners. **It is specifically made clear by the Promoter and agreed by the Sub-Lessee/Allottee/Purchaser that he /she shall not have any right title or interest in any other land , areas, facilities and amenities within the complex and the Sub-Lessee/Allottee/Purchaser agrees and confirms that the ownership of such lands areas and facilities shall vest solely with the Owners and the Promoter shall have the right to decide their usage, manner and method of disposal. Etc .**

2. The Promoter reserves the right to alter the above scheme or any of the items.

THE SCHEDULE-C ABOVE REFERRED TO:

COMMON EXPENSES

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the respective buildings of the complex and decorating and colouring all such parts of the property as usually are or ought to be.



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3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the complex.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the complex.
9. Cleaning as necessary of the areas forming parts of the complex.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the complex and providing such additional apparatus as the builder may think fit.
11. Maintaining and operating the lifts.



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12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the various buildings of the complex or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
15. Generally managing and administering the development and protecting the amenities in the new building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to



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the building excepting those which are the responsibility of the owner/occupier of any flat/flats.

18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Builder may from time to time be considered necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management Company/Association it is reasonable to provide.
21. In such time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organisation for the owners of the Units and shall only be applied in accordance with the decision of the Holding Organisation.



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23. The charges/fees of any professional Company/Agency appointed to carry out maintenance and supervision of the complex.
24. Any other expense for common purpose.

THE SCHEDULE-D ABOVE REFERRED TO:

DEPOSITS/EXTRA CHARGES/TAXES

- **Special Amenities/Facilities:** provision of any special amenities/facilities in the common portions including Club Facilities and Development charges etc.
- **Upgradation of fixtures and fittings:** improved specifications of construction of the said complex over and above the Specifications described.
- **Sinking Fund:**
- **Transformer and allied installation:** Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipments.
- Diesel Generator Charges.
- Legal Charges
- **Taxes:** deposits towards Municipal rates and taxes, etc.
Stamp Duty, Registration Fees, Service Tax and any other tax and imposition levied by the State Government, Central Government or any other authority
- **Common Expenses/Maintenance Charges/Deposits:** proportionate share of the common expenses/maintenance charges as may be levied.
- Formation of Association/Holding Organization
- **Electricity Meter:** Security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Complex, at actual.
- **Internal Layout Change:** any internal change made in the layout of the Owner's Allocation and/or upgradation of fixtures and fittings.



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THE SCHEDULE-E ABOVE REFERRED TO:**PART-A****SPECIFICATIONS**

STRUCTURE: RRC structure

LIVING ROOM/ DINING AREA:

FLOORING: Imported marble

WALL: Pop Finish

CEILING: Pop Finish

MAIN DOOR: Decorative Flush Door with accessories- Front side will be polished finish and the backside will be raw.

BALCONY: Aluminium sliding door with full glazing & toughened glass railing

WINDOW: Anodized powder coated aluminium with clear glazing

ELECTRICAL: Concealed wiring with modular switches of reputed make, provision for telephone and television points.

BEDROOMS:

FLOORING: Vitrified tiles

WALL: Pop finish

CEILING: Pop finish

DOOR: Flush doors

WINDOW: Anodized powder coated aluminium with clear glazing

ELECTRICAL: Concealed wiring with modular switches of reputed make, provision for power points.

KITCHEN:



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FLOORING: Imported marble

WALL: Pop finish, Wall tiles upto 2 feet height on all around wall over vitrified lab counter

CEILING: Pop finish

WINDOWS: Anodized powder coated aluminium with clear glazing

COUNTER: Vitrified slabs with stainless steel sink

ELECTRICAL: Concealed wiring with modular switches of reputed make water filter point, exhaust fan point, chimney point, plug point for appliances.

OTHERS: Provision for outlets for exhaust fan or chimney.

TOILET

FLOORING: Imported marble

WALL: Vitrified tiles

CEILING: Pop finish

DOOR: Flush doors

WINDOWS: Anodized powder coated aluminium with clear glazing

SANITARY WARE: Sanitary ware of Hindware/ Varmona/ Bravat or Equivalent brand.

CP FITTINGS: Slick CP Fittings from Bravat or Equivalent Brand

ELECTRICAL: Concealed wiring with modular switches of reputed make, provision for light, geyser and exhaust points.

OTHERS: Vitrified basin counter in all toilets

lifts: Automatic high speed Elevators of Mitsubishi or reputed brand.

OUTDOOR FINISH: Painted.



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TYPICAL FLOOR LOBBY: Vitrified Tiles.

PART-B**TOLERANCE LEVEL**

SL. NO.	ITEM DESCRIPTION	TOLERANCE	REFERENCE IS CODE	HAND BOOK
1.	COLUMN	CROSS SECTION: (+)12	IS456:20	IN CASE OF VERTICAL DEVIATION OF FORMWORK IS (+) 5 MM PER 2.5 METER AND AS A WHOLE STRUCTURE IT SHOULD NOT BE MORE THAN 10MM.
2.	BEAM	More (-)5 MM LESS	00	
3.	VERTICAL WALL	OR		
4.	SLAB	Tolerance for Cover Unless specified otherwise, actual concrete cover should not deviate from the required nominal cover + 10mm.	IS456:20 00	COMMON TOLERANCE FOR SLAB: MM IN 3 METER
5.	FOUNDATI ON	CROSS SECTION: (+)50 More (-)0.05D FOR THICKNESS	IS456:20 00	
6.	BRICKWOR K	The dimensions of Brick when tested in accordance with 6.2.1 shall be with the following	IS1077:1 992	JOINT THICKNESS WITHIN PERMISSIBLE LIMIT AND NOT



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		Limit per 20 bricks: a) For modular size (190x90x90mm) Length 3720 to 3880 mm (3800+80 mm) Width 1760 to 1840 mm (1800+40mm) Height 1760 to 1800 (1800+40mm) (for 40mm high bricks) b) For non-modular size (230x110x70MM) Length 4520 to 4680 mm (4600+80MM) Width 2240 to 2160 mm (2200+40 mm) Height 1440 to 1360 mm (1400+40mm) (For 70mm high brick)		MORE THAN 1/5TH OF SPECIFIED THICKNESS
7.	PLASTER	For three-coat plaster work, the local projection shall not exceed 1.2 cm proud of		



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		the general surface as determined by the periphery of the surface concerned and local depression shall not exceed 2.0cm. for two-coat plaster, a local projection shall not exceed 0.6cm and local depression 1.2cm		
--	--	---	--	--

IN WITNESS WHEREOF the Parties have hereunto set and subscribed their respective hands and seals the day, month and year first above written.

SIGNED, SEALED AND DELIVERED on
behalf of the **OWNER** in the presence of :

1. *Ravi Gupta*
Advocate
2. *Debjyoti Ghosh*
Advocate

For **ALMITS DEVELOPERS LLP**

Sudhansu
Authorised Signatory

SIGNED, SEALED AND DELIVERY by the
said **DEVELOPER** in the presence of :

1. *Ravi K Gupta*
Advocate
2. *Debjyoti Ghosh*
Advocate

For **SRIJAN REALTY PRIVATE LIMITED**

Rajat Surya Sarkar
Authorised Signatory

DRAFTED BY ME
(As Per Instruction)

Debjyoti Ghosh
(DEBJYOTI GHOSH)
ADVOCATE
SEALDAH CIVIL COURT
KOLKATA-700 014
WB/547/2009

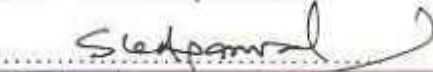


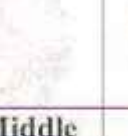
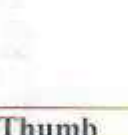
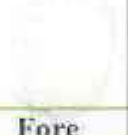
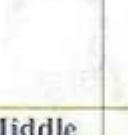
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FINGER PRINTS

					
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	Thumb	Fore	Middle	Ring	Little
(Right Hand)					

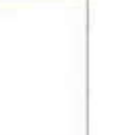
Name SUNIL AGARWAL

Signature 

					
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	(Left Hand)				
					
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(Right Hand)					

Name : UTTAL SURYA SARKAR

Signature 

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

Name

Signature 



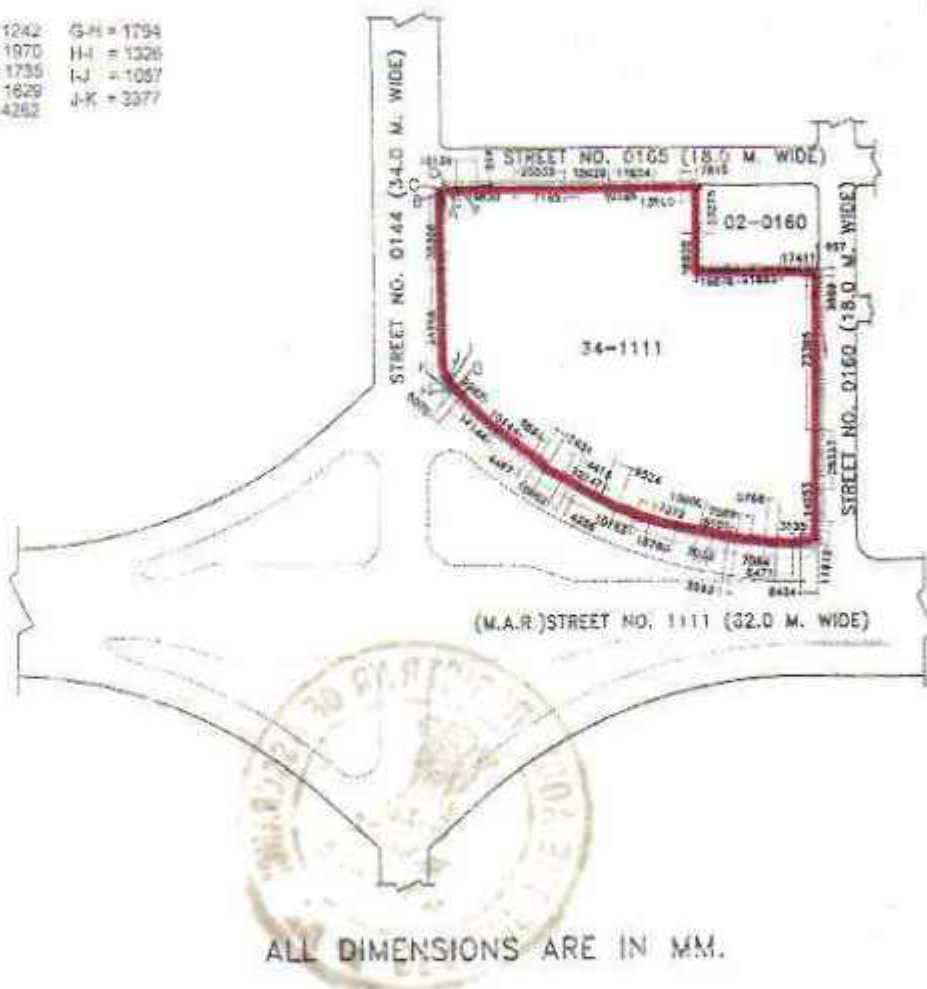
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**SITE PLAN OF PREMISES NO.34-III, PLOT NO. BB-I
OF NEW TOWN, KOLKATA.
MOUZA - THAKDARI, J.L. NO.19, MAHISBATHAN-II G.P.
UNDER NEW TOWN POLICE STATION**

SCALE - 1:3000

Area = 25442.69 Sq.M. (6.29 AC.)

A-B = 1242 G-H = 1794
 B-C = 1970 H-I = 1326
 C-D = 1735 I-J = 1087
 D-E = 1629 J-K = 3377
 E-F = 4262



ALL DIMENSIONS ARE IN MM.

ALMITS DEVELOPERS LLP.

Signature
Designated Person/Authorized Signatory

Srijan Realty Pvt. Ltd.

Signature
Designated Person/Authorized Signatory



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Major Information of the Deed

Deed No :	I-1904-07542/2023	Date of Registration	29/05/2023
Query No / Year	1904-2001322318/2023	Office where deed is registered	
Query Date	23/05/2023 12:58:06 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Debjyoti Ghosh Sealdah Court,Thana : Beliaghata, District : South 24-Parganas, WEST BENGAL, PIN - 700014, Mobile No. : 7003293305, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4002] Power of Attorney, General Power of Attorney [Rs : 100/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2]	
Set Forth value		Market Value	
Rs. 1/-		Rs. 135,86,40,000/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 75,170/- (Article:48(g))		Rs. 112/- (Article:E, E, E, M(a), M(b), I)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Mouza: Hidco (Block - B B), Premises No: 341111, , Holding No:BB/1 JI No: 19, Pin Code : 700156

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-1		Bastu	Bastu	6.29 Acre	1/-	135,86,40,000/-	Width of Approach Road: 203 Ft., Adjacent to Metal Road,
Grand Total :					629Dec	1 /-	13586,40,000 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	ALMITS DEVELOPERS LLP 36/1A, Elgin Road(Lala Lajpat Rai Sarani), City:- Not Specified, P.O:- LALA LAJPAT RAI SARANI, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 , PAN No.:: ABxxxxxx2D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SRIJAN REALTY PRIVATE LIMITED 36/1A, Elgin Road(Lala Lajpat Rai Sarani), City:- Not Specified, P.O:- LALA LAJPAT RAI SARANI, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 , PAN No.:: AAxxxxxx2K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr SUNIL AGARWAL Son of Late MAHAVIR PRASAD AGARWAL SHERWOOD ESTATE, 169, N.S.C Bose Road, City:- Not Specified, P.O:- NARENDRAPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN: 700103, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: ADxxxxxx2G, Aadhaar No: 74xxxxxxxx3436 Status : Representative, Representative of : ALMITS DEVELOPERS LLP (as Authorised Signatory)
2	Mr UJJAL SURYA SARKAR (Presentant) Son of Late RABINDRANATH SARKAR 36/1A, Elgin Road(Lala Lajpat Rai Sarani), City:- Not Specified, P.O:- LALA LAJPAT RAI SARANI, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: ALxxxxxx3G, Aadhaar No: 36xxxxxxxx9425 Status : Representative, Representative of : SRIJAN REALTY PRIVATE LIMITED (as Authorised Signatory)

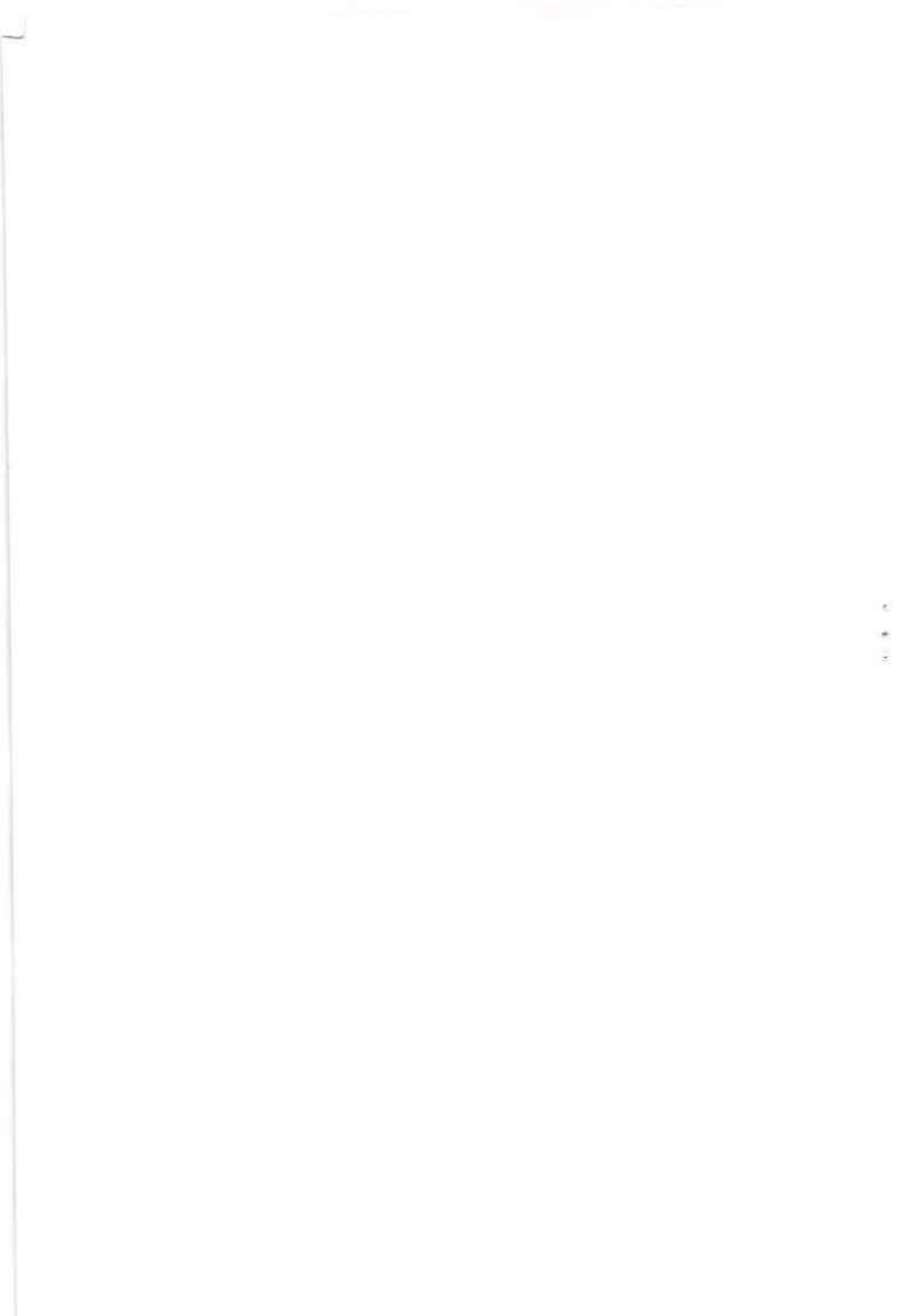
Identifier Details :

Name	Photo	Finger Print	Signature
Mr DEBJYOTI GHOSH Son of Late JAYANTA KUMAR GHOSH SEALDAH CIVIL COURT BAR ASSOCIATION, ROOM NO 411,, Beliaghata Main Road, City:- Not Specified, P.O:- ENTALLY, P.S:- Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN:- 700014			

Identifier Of Mr SUNIL AGARWAL, Mr UJJAL SURYA SARKAR

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	ALMITS DEVELOPERS LLP	SRIJAN REALTY PRIVATE LIMITED-629 Dec



On 25-05-2023

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

Presented for registration at 18:50 hrs on 25-05-2023, at the Private residence by Mr UJJAL SURYA SARKAR ,

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 135,86,40,000/-

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

Execution is admitted on 25-05-2023 by Mr SUNIL AGARWAL, Authorised Signatory, ALMITS DEVELOPERS LLP (LLP), 36/1A, Elgin Road(Lala Lajpat Rai Sarani), City:- Not Specified, P.O:- LALA LAJPAT RAI SARANI, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020

Indetified by Mr DEBJYOTI GHOSH, , Son of Late JAYANTA KUMAR GHOSH, SEALDAH CIVIL COURT BAR ASSOCIATION, ROOM NO 411,, Road: Beliaghata Main Road, , P.O: ENTALLY, Thana: Beliaghata, , South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Advocate

Execution is admitted on 25-05-2023 by Mr UJJAL SURYA SARKAR, Authorised Signatory, SRIJAN REALTY PRIVATE LIMITED (Private Limited Company), 36/1A, Elgin Road(Lala Lajpat Rai Sarani), City:- Not Specified, P.O:- LALA LAJPAT RAI SARANI, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020

Indetified by Mr DEBJYOTI GHOSH, , Son of Late JAYANTA KUMAR GHOSH, SEALDAH CIVIL COURT BAR ASSOCIATION, ROOM NO 411,, Road: Beliaghata Main Road, , P.O: ENTALLY, Thana: Beliaghata, , South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Advocate



Mohul Mukhopadhyay

ADDITIONAL REGISTRAR OF ASSURANCE

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

Kolkata, West Bengal

On 27-05-2023

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 112.00/- (E = Rs 28.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by by online = Rs 28/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 23/05/2023 6:52PM with Govt. Ref. No: 192023240066574541 on 23-05-2023, Amount Rs: 28/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 1003150530 on 23-05-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,070/- and Stamp Duty paid by by online = Rs 75,070/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 23/05/2023 6:52PM with Govt. Ref. No: 192023240066574541 on 23-05-2023, Amount Rs: 75,070/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 1003150530 on 23-05-2023, Head of Account 0030-02-103-003-02



Mohul Mukhopadhyay

ADDITIONAL REGISTRAR OF ASSURANCE

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

Kolkata, West Bengal

On 29-05-2023

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 112.00/- (E = Rs 28.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,070/- and Stamp Duty paid by Stamp Rs 100.00/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 3686, Amount: Rs.100.00/-, Date of Purchase: 28/04/2023, Vendor name: M GHOSH



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2023, Page from 361699 to 361783
being No 190407542 for the year 2023.



Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2023.05.29 14:03:48 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2023/05/29 02:03:48 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)

