

05641/24

2-5567/2024



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AR 122850

1914
949018

Certified that the document is admitted for Registration. The signature sheets and the endroement sheets attached with the document are the part of this document.

District Sub-Register-ii
Alipore, South 24-Parganas

19 APR 2024

JOINT DEVELOPMENT AGREEMENT

1. Date: 19.04.2024
2. Place: Kolkata
3. Parties:

- 3.1 **(I) MR. AMIT GHOSH** (PAN:AHNPG7172P) (AADHAR NUMBER: 9813 0417 7819) son of Mr. Tapan Ghosh, residing at Bishnupur, P.S. Bishnupur, P.O. Bishnupur, District South 24 Paraganas, West Bengal-743503, **(II) MR. SAMBIT BASU** (PAN:ANCPB9442Q) (AADHAR NUMBER: 4067 8902 7498) son of Late Sabyasachi Basu, residing at Samannoy Park, P.S. Mahestala, P.O. Joteshibrampur, District South 24 Paraganas, West Bengal-700141, both by Nationality Indian, by occupation business by religion Hindu, hereinafter collectively referred to as the **"OWNERS"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators, successors and/or assigns) of the **ONE PART**;

And

- 3.2 **M/S. DTC PROJECTS PRIVATE LIMITED**, (PAN No. AAECs1016K) a company within the meaning of the Companies Act, 2013 and having its Registered Office at 1, Netaji Subhas Road, Police Station-Hare Street, Post Office -General Post Office (GPO), Kolkata-700001, hereinafter referred to as the **"DEVELOPER"** and represented by its Authorized Signatory **Mr. Ravi Khaitan** (PAN: ALLPK0522D) (AADHAR No. 7758 4646 2965), son of Late Nirmal Kumar Khaitan, residing at 152/2, Block B Bangur Avenue, North 24 Parganas, Kolkata-700055, pursuant to the Resolution dated 17th November, 2023 passed by the Board of Directors (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in interest and assigns) of the **OTHER PART**:

The OWNERS and the DEVELOPER are hereinafter individually referred to as a **"Party"** and collectively as **"Parties"**.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES as follows:

4. **Subject Matter of Agreement:** This Agreement between the Owners and the Developer records the terms and conditions agreed upon by and between the Parties with regard to development of **ALL THAT** piece and parcel of land

measuring **361.18 Decimals** equivalent to **219 Cottahs** comprised in R.S. and L.R. Dag Nos. 856, 864 (P), 865 (P) and 866 at Mouza Hatishala, J.L.No.09, P.S. Kolkata Leather Complex, District South 24 Parganas, under Beonta II Gram Panchayat together with right of easement for the purpose of ingress and egress from the property as more fully mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter collectively referred to as "the **said Property**".

5. Representations, Warranties and Background

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

5.1.1 **Ownership of said Property:** The Owners are the absolute joint owners of the said Property as more fully mentioned and described in the **FIRST SCHEDULE** hereunder written.

5.1.2 **Marketable Title:** The right, title and interest of the Owners in the said Property is free from all encumbrances, minor interest, Debutter interest, mortgages, leases, charges, liens, trusts, attachments, claims, demands and liabilities and the Owners have a marketable title to the said Property. The Owners further declare that neither the Owners nor their predecessors-in-title nor any body claiming from/or under them or any of them have or have granted any right of way or easement or other rights to any person over the said property.

5.1.3 **Possession:** The said Property in its entirety is in the possession of the Owners.

5.1.4 The Owners confirm that there is already an existing 5 ft high civil constructed boundary wall on the four sides of the said Property.

5.1.5 **B.L. & L.R.O. Mutation:** The name of the present Owners have mutated in the records of B.L. & L.R.O. having jurisdiction and details of recorded owners of the said property are more fully mentioned in the **SECOND SCHEDULE** hereunder written.

- 5.1.6 **Urban Land Ceiling and Land Acquisition:** The Owners declare that the Owners do not hold any land in excess of the ceiling limit under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 in respect of the said property. The Owners further declare that the said Property is free from any acquisition under the said law. However, the Owners still undertake to apply and obtain NOC from the Urban Land Ceiling Department and Land Acquisition Department, West Bengal at their own costs and expenses.
- 5.1.7 **No Requisition or Acquisition:** The said Property is not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise and the Owners have not received any Notice in connection therewith.
- 5.1.8 **Alignment:** The said Property is not affected by any Alignment plans of any authority or authorities under any law and/or otherwise and the Owners have not received any Notice in connection therewith.
- 5.1.9 **Contiguous Land:** The said Property comprises of plots in various Dags contiguous to each other.
- 5.1.10 **Taxes Paid:** The Owners have paid and/or shall pay the entire land revenue (Khazana) payable to the B.L. & L.R.O. having jurisdiction, up to date of sanction of plan for development and construction of New Buildings.
- 5.1.11 **Custody of Title Deeds:** The original documents of title in respect of the said Property (hereinafter referred to as the "**Original Title Documents**") are in exclusive possession and custody of the Owners and no other person or entity has any right or entitlement in respect of the same.
- 5.1.12 **No Guarantee:** No guarantee and/or corporate guarantee that may affect the said Property in any manner at any time whatsoever have been given by the Owners and/ or their predecessors.
- 5.1.13 **No Legal Proceedings:** No suits and/or other legal proceedings are pending regarding the said Property and there are no orders of Court or any

other authority affecting the said Property and/or the right title and interest of the Owners herein.

5.1.14 **No Previous Agreement:** The Owners and/or their predecessors have not entered into any agreement, arrangement or understanding whatsoever with any person or entity for sale, transfer, lease, development or otherwise dealing with or disposing off the said Property or any part thereof and has not created any third party rights whatsoever.

5.1.15 **Authority:** The Owners have full right, power and authority to enter into this Agreement and there is no legal bar or impediment regarding the same.

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

5.2.1 **Infrastructure, Expertise and Financial Capacity of Developer:** The Developer has necessary infrastructure and expertise in the field of construction and development of real estate as also the financial capacity and resources to successfully undertake complete and finish within the agreed time the development of the said Property.

5.2.2 **No Abandonment:** The Developer shall not abandon, delay or neglect the Project in any manner and shall accord the necessary priority thereto subject to all permissions and sanctions are obtained in timely manner and subject to the Owners fulfilling all their obligations and other terms and conditions of this Agreement.

5.2.3 **Authority:** The Developer has good right, full power and absolute authority to enter into this Agreement and appropriate resolutions / authorizations to that effect exist.

5.2.4 **Satisfaction of Owner's title:** The Developer before entering into this agreement has relied completely upon the documents provided and representations made by the Owners as regards to owners' clear and marketable title upon the said Property. In case of any requisition on title raised by the Developer's/ Transferee's advocates, the Owners agree to satisfy the same within a reasonable time at their own cost and expenses.

The Owners also agree to indemnify the Developer in case of any defect in the title.

5.2.5 **Application of Sanction Plan:** The Developer shall apply, within 9 (nine) months from the date of this agreement, before the Panchayat having jurisdiction and/or any other Competent Authority having power to sanction the building plan.

5.2.6 **Construction:** The Developer shall start construction and/or development of the said Property within 1 (one) month from the date of obtaining the Consent to Establish from Pollution Control Board and / or the competent authority.

5.3 **Background:** The Developer has expressed its interest to take up the development of the said Property by construction of the New Buildings thereat and marketing and selling the Units and other rights therein ("**Project**"). Pursuant to the above, the Parties have agreed to the final terms and conditions for the Project, which are being recorded in this Agreement.

6. **Basic Understanding:**

6.1 **Agreement:** The Owners shall at their own costs make available to the Developer for the purpose of development, the said Property with a marketable title free from all encumbrances and liabilities whatsoever. The Developer shall at its own costs and/or by availing construction loan and/or financial assistance develop the said Property, in phases, and construct New Buildings comprised of apartments/flats in several residential blocks thereon in accordance with the plans ("**Building Plans**") to be sanctioned by the Panchayat having jurisdiction and/or any other Competent Authority as a residential project with specified areas, amenities and facilities to be enjoyed in common ("**New Buildings**") in the manner envisaged in this Agreement. However it is agreed by the Parties that if the proposed building plan comprising of minimum G+10 is not sanctioned by the competent authority for any reason whatsoever at any point of time, in such event the Developer will apply for sanction of building plan comprising of bungalows/rowhouses and shall obtain the same in accordance with the building sanction plan. The saleable constructed spaces/

apartments/ flats /bungalows/ row houses and other rights in the New Buildings ("Units") shall be transferable in favour of intending buyers ("Transferees"). The term 'Transferees' shall also include the Owners and the Developer in respect of any Unit(s) that may be retained by them respectively.

6.2 **Developer to have exclusive development right:** For the purposes of construction and commercial exploitation, the Owners are hereby granting to the Developer an exclusive right and authority to construct the New Buildings and take all steps in terms of this Agreement.

7. **Appointment and Commencement**

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

7.2 **Commencement and Tenure:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force 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.

7.3 **Possession:** Simultaneously with the execution of this Agreement, the Owners doth hereby permit and grant exclusive license and permission to the Developer to enter upon the said property, with full right and authority to build upon and commercially exploit Said Property by constructing one or more building(s) thereon in accordance with sanctions/permissions to be obtained/sanctioned and to sell, transfer and dispose of or agree to sell transfer and dispose of the constructed areas to persons desirous of owning or otherwise acquiring the same for a consideration and on terms and conditions as may be mutually decided by the Parties. The Developer shall be entitled to carry out survey, soil testing and other development related works at the said Property from the date of possession of the said property.

8. Sanction, Approvals and Construction

- 8.1 **Sanction & Approvals & FAR:** After the Owners obtaining all clearances as stated herein above the Developer shall have the building plans prepared and applied for sanction to the Panchayat having jurisdiction and/or any other Competent Authority at their own cost in consultation with the Architects as may be approved by the Developer. The Developer agrees to expeditiously take steps and obtain sanction of the said plans from the Panchayat having jurisdiction and/or any other Competent Authority in a manner such that the maximum permissible area is sanctioned (keeping in view the marketability concept) along with obtaining all other sanctions, approvals, permissions, clearances, consents, no objections, registrations, licenses, etc. (collectively "**Approvals**") required for the Project and for commencement of the construction of the New Buildings. The decision of the Developer in the matter of total area to be constructed in Phases and the super built up areas (including proportionate common areas) shall be final and binding on the parties and the owners shall sign all the Plans to be submitted to Competent authority for sanction. All costs, charges, expenses, outgoings and fees for the Approvals (including development fee, sanction fee, etc) shall be borne and paid by the Developer. However, in case of any Approvals being necessary because of modifications/changes being made in any Unit at the request of the Transferees of such Unit, then the costs, charges, expenses, outgoings and fees for the same shall be borne and paid by the concerned Transferee to the Developer.
- 8.1.1 The Developer shall make its best endeavor to achieve optimum FAR utilization with incremental benefit resulting from services and other Government parameters. It is further agreed that if at any time additional/further constructions (FAR) become permissible on the said Property due to change in any law or Building Rules or otherwise, then sanction for such additional/further constructions shall be obtained by the Owners at their cost and expenses. The Developer, if so requested by the Owners, shall provide refundable deposits for the said purpose to be adjusted from the Owners' Allocation herein The Developer shall be entitled to sell such additional/further constructions and the sale proceeds thereof shall be shared by the Owners and the Developer in the ratio mentioned in clauses **11.2 and 11.3** below, respectively.

- 8.2 **Architects and Consultants:** The Architects and consultants for the Project shall be appointed by the Developer. All fees, costs, charges and expenses payable to them shall be paid by the Developer.
- 8.3 **Construction of New Building:** Subject to the sanction of the Building Plans and any other Approvals necessary for commencement of construction, the Developer shall commence and complete construction of the New Buildings at its own costs and expenses in accordance with the sanctioned Building Plans and the Units made fit for habitation within the time mentioned in clause 8.4 below.
- 8.4 **Completion Time:** The Developer shall, at its own costs and expenses, construct, erect and complete the New Building/s in accordance with the Building Plan within a period of 60 months from the date of receiving all Approvals necessary for commencement of construction ("**Completion Time**"). For any delay thereafter not attributable to Force Majeure, the Developer shall be entitled to a further period of 12 months from the date of expiry of the Completion Time ("**Grace Period**"). The Developer shall, if the Owners may so require, provide a quarterly progress report comprising of the status of the construction and development of the Project. If the Developer fails to construct erect and complete the said Residential Complex within the time aforesaid then the Developer shall be liable and the Owners shall be entitled to damages to be calculated at the rate of Rs. 5,00,000/- (Rupees Five Lakhs Only) per month until such time the said Residential Complex is completed.
- 8.5 **Common Portions:** The Developer shall at its own costs, construct and/or install and/or make available in the New Buildings, the common areas, amenities and facilities (collectively "**Common Portions**").
- 8.6 **Building Materials:** The Developer shall be authorized in the name 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 required for the construction of the New Buildings.
- 8.7 **Temporary Connections:** The Developer shall at its own costs be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall

be entitled to use any existing electricity and water connection at the said Property, the costs whereof shall be borne by the Developer.

- 8.8 **Co-operation:** Neither Party shall indulge in any activities that may be detrimental to the development of the said Property and/or may affect the mutual interest of the Parties. Both parties shall provide all cooperation that may be necessary for successful completion of the Project.
9. **Custody of Original Title Documents:** Simultaneous to the execution hereof, the Owners shall deposit with Universal Trusteeship Services Limited (Escrow Agent) the Original Title Deeds of the said Property. The Original Title Deeds shall remain deposited with the Escrow Agent to be held in escrow jointly on behalf of the Owners and the Developer as security for due performance by the Owners of their obligations hereunder. For the purpose of borrowing loans or for any other purpose, the Escrow Agent shall be entitled to give inspection of the Original Title Deeds to banks, financial institutions and/or any other person as may be jointly instructed by the Owners and Developer with prior notice, which inspection shall be in the presence of the Owners' and Developer's authorized representatives.
10. **Powers of Attorney:** Under this Agreement, the Owners hereby grant to the Developer necessary Powers of Attorney for the purpose of, *inter alia*, obtaining sanction of the said Building Plans together with all necessary Approvals for the New Buildings in Phases but not limited to (i) application and submission of such sanctioned plan's modification, revision, alterations and/or renewal if required thereafter, with the Panchayat having jurisdiction and/or any other Competent Authority and to pay fees and obtain such modification, revision, alteration and/or renewal and/or such other orders and permissions as be expedient therefore, (ii) applying and obtaining the Completion or Occupancy Certificate, as the case may be from the Panchayat having jurisdiction and/or any other Competent Authority (iii) negotiate, take bookings, enter into agreements, memorandum of understanding, letters of allotment and nominations and/or documents of whatsoever nature in respect of the entire project (entire saleable areas plus car parking spaces) or any part thereof and if necessary to amend, modify, alter or cancel the same (iv) allowing the intending buyers/transferees agreeing to purchase any part of entire project (entire saleable areas plus car parking spaces), to take loan/finance/advance in respect thereof and to accept confirm and become a party to the loan agreements or other documents required for grant of loans or other

finances in favour of the intending transferees through any Banks or Financial Institutions and (v) representing the Owners and to complete the sale and/or transfer of entire project (entire saleable areas plus car parking spaces) including the undivided share in the land of the said property.

11. Allocation of Revenues of Saleable Constructed Spaces in the New Building:

11.1 **Sale Proceeds:** The sale proceeds (excluding the Excluded Receipts, as defined herein below) from the sale of total saleable/constructed spaces in the New Buildings together with an undivided indivisible impartible proportionate share and/or interest in the Land and the Common Portions ("**Sale Proceeds**") shall be allocated between the parties as mentioned below. It is clarified that the amounts receivable by the Developer under clauses 19.1 are not part of the Sale Proceeds and the same shall belong exclusively to the Developer without the Owners having any share therein.

The **Excluded Receipts** shall mean and include the receipts on account of (i) all payments made by the Transferees on account of goods and service tax and other taxes, as may be applicable, (ii) all payments made by the Transferees towards payment of legal fees, stamp duties and registration charges for registration of their respective Agreement for Sale and Deed of Conveyance, corpus deposits and/or sinking funds for maintenance, deposits / expenses for formation of the Association and Maintenance Organization, Common Expenses, club charges, panchayat taxes and deposits for the same, deposits and expenses for purchase, installation and maintenance of the common installations and facilities including Generator and Transformer charges, electricity charges, infra development charges, charges / costs / expenses for additional work requested by any Transferee in his Unit, charges, out-pocket expenses and fees payable for changes / regularization / completion under the Applicable Law and rules, etc., (iii) all payments made by the Transferees towards installation and maintenance of any facility in the Project for common enjoyment, and (iv) all security deposits paid by any person / tenant in case of grant of lease / leave and license / any other non-permanent right of use of Project spaces, which shall be exclusively received by the Developer for use of the respective purposes for which they are received.

- 11.2 **Owners' Allocation of Sale Proceeds:** The Owners' Allocation of Sale Proceeds shall mean **25% (Twenty-Five per cent)** of the Sale Proceeds pertaining to apartment/flat and **31% (Thirty-One per cent)** of the Sale Proceeds pertaining to bungalow/row housing. The Owners hereby confirms that as per the Agreement dated 18th August, 2023 by and between the Owners and Panchmahal Conclave Private Limited the Owners' Allocation of Sale Proceeds and the Security Deposit shall be paid in favour of "Panchmahal Conclave Private Limited" wherein Mr. Amit Ghosh and Mr. Sambit Basu, the Owners herein, are the Directors and they shall not resign from the Panchmahal Conclave Private Limited till the completion of the Project.
- 11.3 **Developer's Allocation of Sale Proceeds:** The Developer's Allocation of Sale Proceeds shall mean **75% (Seventy-Five per cent)** of the Sale Proceeds pertaining to apartment/flat and **69% (Sixty-Nine per cent)** of the Sale Proceeds pertaining to bungalow/row housing.
12. **Financials:**
- 12.1 **Project Finance:** The Developer may arrange for financing of the Project (**Project Finance**) from any Bank / Financial Institution / NBFC / Private Equity Fund (**Financier**). After sanction of the Building Plans and obtaining of Approvals required for commencement of construction, the Owners shall sign such documents, NOC, as may be required by the Developer for obtaining such Project Finance. Provided That the Owners shall not have any liability whatsoever to repay the loans obtained by the Developer and/or any interest, penalty or other amounts relating to the same (collectively **Project Finance Liability**) and the Developer hereby indemnifies and agrees to keep indemnified the Owners against any claim, liability or loss whatsoever relating to Project Finance/Project Finance Liability. The Developer undertakes to make timely payment of the Project Finance Liability without any default and in a manner that neither the Project nor the sales of the constructed spaces therein are adversely affected.
- 12.2 The Transferees of constructed spaces in the New Buildings shall be entitled to obtain housing loans from Banks/Financial Institutions subject to the terms and conditions of the Agreement for Sale to be executed in their favour.
- 12.3 **Marketing Costs & Brokerage:** The marketing and publicity with related advertisements shall be done by the Developer. The parties have mutually agreed that the Owners share of Sale Proceeds shall be reduced by 5% thereof, towards the cost of Marketing and Brokerage. GST at applicable rate shall be paid by the Owners

to the Developer on such costs of Marketing and Brokerage by way of further deduction from the Owners' Allocation.

- 12.4 Project Development & Revenue:** The Developer after consulting with the Owners, shall have the exclusive right and entitlement to market / advertise / promote the entire Project including the right to sell, transfer and otherwise dispose-off any Units and/or other constructed areas or spaces, Parking Spaces, commercial spaces (if any) and other facilities comprised in the Project on such terms and conditions and at such prices as may be decided from time to time by the Owners and the Developer, jointly. In case of any difference of opinion, on the prices, the decision of the Developer shall be final and binding on the parties hereto, however it has been agreed by the Parties that the base rate of the unit shall not be less than Rs. 4,500/- (Rupees Four Thousand Five Hundred) only per square feet
- 12.5 MODUS OF DISTRIBUTION:** The Developer shall be entitled to receive the Sale Proceeds (including booking amounts, earnest money, part payments and consideration), Applicable Taxes, Extras & Deposits and other amounts on any account receivable from the Transferees and other persons in respect of the Project. All Extras & Deposits shall be taken separately by the Developer in the name of the Developer alone. All Sale Proceeds and applicable taxes shall be deposited in a Specified Bank Account of the Developer. Subject to compliance with the applicable provisions of RERA Laws, instructions shall be given to the bank holding the Specified Bank Account about transfer of the funds therein to the respective bank accounts of the Owners and the Developer, on a periodical basis as the Parties may mutually agree. The transfer of the funds therein to the respective bank accounts of the Owners and the Developer, shall be in the following order:-
- 12.5.1** The entire amount of Applicable taxes shall be transferred to the account of the Developer for the Developer to comply with the necessary formalities.
- 12.5.2** The entire amount of Extras & Deposits or Excluded Receipts shall be transferred to the account of the Developer exclusively.
- 12.5.3** Amount permitted to be withdrawn from the said Specified Bank Account, as per Real Estate Laws, shall be dealt with as under:

12.5.4 5% (plus GST at applicable rate) of the total Owners Proceeds to be remitted to bank account of the Developer. This amount shall be paid towards the marketing and brokerage costs in terms of clause 12.3 hereto

25% of Owner's Allocation of the Net Sale Proceeds, (after reducing amounts as stated in Clause 12.5.1, 12.5.2 and 12.5.3 as stated hereinabove) received from every intending purchaser until receipt/adjustment of 100% of the Security Deposit shall be remitted to bank account of the Developer towards pro-tanto refund of the Security Deposit refundable by the Owners in terms of clause 20, remaining 75% to be remitted to the account of the Owners. The said adjustments shall stop on the refund of the total sum of Security Deposit (including additional amounts, if any), to the account of the Developer. Thereafter, the total amount of the Owners' Allocation of the net sale proceeds shall be remitted to accounts of the Owners.

The aforesaid remittances shall be subject to the provisions of the Real Estate Laws and apply only to those bank accounts from which amounts are permitted to be used by the Developer for construction and other activities.

- 12.6** In the event any Agreement with any intending transferee is cancelled, then the Owners and the Developer shall refund from their respective accounts in their respective ratios to the intending transferee/s.
- 12.7** The Developer shall be entitled to receive amount as agreed with the intending Transferees towards nomination fee and cancellation charges, if any.
- 12.8** The Developer shall maintain the records in connection with the sale and/or transfer of the flats/units comprised in the said property.
- 12.9** **Rate and Price for Transfer:** The rates at which the Developer shall take booking for Transfer of the Transferable Areas shall be such as finalized by the Developer in consultation with the Owners before the commencement of bookings in the Project as more fully elaborated in Clause 19 under Developer's right here in below and the Developer shall have the right to decide for any downward revision of the same due to any market condition, however it has been agreed by the Parties that the base rate of the unit shall not be less than Rs. 4,500/- (Rupees Four Thousand Five Hundred) only per square feet..

12.10 **ACCOUNTS:** The Developer shall maintain proper separate accounts pertaining to all the transactions relating to Transfer of the Project and the Extras, Deposits and other amounts received by the Developer in connection therewith.

13. Unsold Units and transfer of Units to Transferees:

- 13.1 In case upon expiry of 6 (six) months from the date of Completion of Construction of the New Buildings, there be or remains unsold Transferable Areas (for which no agreement is entered with any Transferee), the parties may, upon notice in writing given by either party to the other requiring separate allocation and within 15 (fifteen) days of delivery of such notice, by mutual consent of the Developer and the Owners, divide and allocate separate areas out of such unsold areas (hereinafter referred to as "the Residual Areas") and the following terms and conditions shall apply in connection therewith:-
- 13.1.1 The Owners and the Developer would be allocated and be entitled to identified units or portions of the Residual Areas as per the Agreed Ratio. Both the Parties shall pay and bear GST liability in respect of residual areas of their respective allocations.
- 13.1.2 The location of the respective identified areas of the parties comprised in the Residual Areas shall be identified on paripassu basis and the areas so identified for the Owners shall belong to the Owners together with the appurtenant Shares in Land and Common Areas and Installations and the areas so identified for the Developer shall belong to the Developer together with the appurtenant Shares in Land and Common Areas and Installations.
- 13.1.3 All other areas agreed to be transferred or transferred prior to separate identification shall continue to be transferred jointly by the Owners and the Developer on the relevant terms and conditions mentioned in this Agreement.
- 13.1.4 In case, while demarcating and identifying the respective allocations of the parties as aforesaid, it is found that the areas in any of the Transferable Areas cannot be allocated exactly, then the party receiving less area shall be paid by the party receiving more area a mutually agreed monetary compensation therefor based on valuation thereof at the relevant time.
- 13.1.5 The Developer shall deliver the identified separate Owner's Allocation to the Owners and retain the Developer's Allocation for its own use or the use of its

Transferees thereof. Unless the Owners take possession within 15 (fifteen) days upon receiving the Notice from the Developer to take possession as aforesaid, they shall be deemed to have taken possession of such notified areas on expiry of such notice period of 15 (fifteen) days.

- 13.2 **Transfer in favour of Transferees:** The Units in the New Buildings shall be sold and transferred in favour of the Transferees by initially entering into registered Agreements for Sale and ultimately transferring title by registered Deeds of Conveyance. Both the Owners and the Developer shall be parties in all such Agreements and Deeds of Conveyance. The costs of such Agreements and Deeds of Conveyance including stamp duty and registration fees and user charges (including deficit stamp duty and registration fees) and all legal fees and expenses incidental or related thereto shall be borne and paid by the respective Transferees.
- 13.3 It is agreed and recorded that the entire constructed areas and other areas of whatsoever nature of the said New Buildings together with undivided proportionate impartible share in the said Property appertaining thereto are to be transferred jointly by way of sale by the Owners and the Developer where the Owners shall join as necessary Party and all sale proceeds, rents, issues and profits arising thereof shall be appropriated by the parties in proportion to their respective share of the Sale Proceeds from the said Project as stipulated above and the Owners and the Developer shall execute and register all Deeds or other Documents as may be required to give effect thereof.
14. **B.L. & L.R.O. and Panchayat Taxes and Outgoings:** All applicable B.L. & L.R.O. and Panchayat (as the case may be) rates, taxes and outgoings (collectively **Rates**) in respect of the said Property relating to the period (i) upto the date of Sanction of Building plans shall be borne, paid and discharged by the Owners (ii) from the date of sanction of Building Plans shall be borne, paid and discharged by the Developer, and (iii) thereafter from the date of grant of the Completion Certificate or notice of possession, whichever is earlier, the Rates shall be borne, paid and discharged by the respective Transferees and/or the Association upon its formation.
15. **Access and Post Completion Maintenance:**
- 15.1 **Notice of Completion:** Upon the construction of the New Building being completed to the extent necessary for giving access for internal finishing of Units therein as

per the certificate from the Architects, the Developer shall give a written notice to the Owners/Transferees and the date of such notice shall be deemed to be the Completion Date though Common Portions may be incomplete at that time and though the Completion / Occupancy Certificate from the Panchayat having jurisdiction and/or any other Competent Authority shall be obtained subsequently after completion of Common Portions by the Developer.

- 15.2 **Maintenance:** The parties shall frame a scheme for the management and maintenance of the New Building. Initially the maintenance of the New Building including the Common Portions shall be looked after by the Developer who shall be entitled to collect the costs and service charges for the same ("**Maintenance Charges**"). At an appropriate stage the Developer shall hand over the maintenance to a body constituted / formed at the instance of the Developer and the Transferees shall be represented on such body.
16. **Principal Obligations of Developer:**
- 16.1 **Payment of Deposits:** The Developer shall ensure timely deposit of any amount that may be mutually agreed in writing to be deposited by the Developer with the Owners in terms of this Agreement. Subject to fulfillment of Owners' Obligations, if the Developer fails to pay the agreed deposits within the stipulated time as mentioned above with a grace period 30(Thirty) days and further upon such non-compliance the Developer shall pay to the Owners an interest of 12% per annum, accruable on the agreed deposit amount, till the date of payment.
- 16.2 **Completion of construction for access within Completion Time:** The Developer shall complete the construction of the New Building to the extent necessary for giving notice under clause 15.1 above within the Completion Time Provided. However, in case of revised sanction, the time required for revision shall be added.
- 16.3 **Obligations subsequent to Completion:** The Developer shall complete the Common Portions and make available utilities like electricity, water, sewerage, drainage etc. at appropriate time.
- 16.4 **Completion Certificate from the Panchayat having jurisdiction and/or any other Competent Authority:** The Developer shall take steps and obtain at its own

costs the Completion/Occupancy Certificate from the Panchayat having jurisdiction and/or any other Competent Authority as and when the project is completed as per the sanctioned plan. The Developer shall thereafter obtain drainage/sewerage connection required to be obtained after the Completion Certificate

- 16.5 **Compliance with Laws:** The Developer shall execute the Project and make construction of the New Building in conformity with the prevailing laws, rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the responsibility of the Developer to ensure proper compliance.
- 16.6 **Involvement of other consultants, etc.:** The Developer shall be responsible for development and construction of the New Building with the help of the Architects as also all other consultants, professional bodies, contractors, etc. The Owners shall be consulted and kept informed.
- 16.7 **Specifications:** The Developer shall construct the new buildings as per the specifications of the sanction plan.
- 16.8 **Adherence by Developer:** The Developer has assured the Owners that it shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement.
- 16.9 **Construction at Developer's Risk and Cost:** The Developer shall construct and complete the New Building at its own cost and/or financial assistance, risk and responsibility including for planning, designing and sanction of building plan. The Developer shall be responsible and liable to Government, Panchayat and other authorities concerned for any loss or for any claim arising from such construction and hereby indemnifies and agrees to keep indemnified the Owners against any claims, losses or damages for any default or failure or breach on the part of the Developer.
- 16.10 **Tax Liabilities:** All project liabilities for taxes, levies, duties, etc. in relation to the development and construction of the New Building/Project, including sales tax, value added tax, service tax, works contract tax and all other rates and taxes shall

be paid by the Developer. With regard to the tax payable by the Owners on the income arising out of the Owners'/Developer Allocation from the Sale Proceeds, the same shall be payable by the Owners in respect of the Owners' Allocation and by the Developer in respect of the Developer's Allocation. The Developer shall be entitled to deduct tax at source on Owners' Allocation as per applicable rate.

- 16.11 **Approvals for Construction:** It shall be the responsibility of the Developer to obtain Approvals required from various Government authorities to commence, execute and complete the Project.
- 16.12 **Responsibility for Marketing:** All saleable constructed spaces in the New Building shall be marketed and sold by the Developer who shall decide the marketing strategy, budget, selection of publicity material, media etc.
- 16.13 **Intimation of Unit Booking:** The Developer shall submit a booking / sales report to the Owners within 7th days of every preceding month.
- 16.14 **Real Estate Laws:** shall mean The Real Estate (Regulation And Development) Act, 2016 and West Bengal Real Estate (Regulation and Development) Rules, 2021 and include the amendments and substitutes thereof and also all rules, regulations and byelaws in respect thereof. The Developer shall comply with all necessary requirements under the Real Estate Laws and required to be complied with by a Developer of a building and the Owner shall co-operate and assist the Developer in respect thereof.

17. **Principal Obligations of Owners**

- 17.1 **Title:** The Owners shall ensure that their title to the said Property continues to remain marketable and free from all encumbrances, attachment, acquisition, requisition, liabilities and restrictions and is approved for grant of Project Finance. The Owners shall remain liable to rectify defects, if any, in the title at their own costs. The Owners further represent if any dispute arises in future, the Owners shall be responsible for any litigation related to their title to the said Project land and in that event, the Owners shall, at their own cost and expenses, settle all disputes, claims, demands, suits, complaints, litigations etc. in relation to the right, title and interest of the Owners over the said Project Land and ensure that the development

and construction of the Project by the Developer shall not be interrupted, obstructed, hampered or delayed in any manner by such disputes, claims, demands, suits, complaints, litigations etc. Further the Owners agree and acknowledge that in the event the Developer incur any costs, expenses, damages etc. to rectify or remedy the title of the Owners to the said Property, it shall be entitled to deduct such incurred amounts from the Owner's share/ allocation in revenue with interest @12% per annum, compounded half yearly. The Owners further agree that if such defect in their title to the said property results in litigation after agreements for sale have been entered into with intending buyer's, the Owners would be obliged to refund their share of money received from the intending buyer/s along with interest @12% per annum, compounded half yearly. This amount will be limited to the sum received by the Owners as per Owner's Allocation.

- 17.2 **Co-operation with Developer:** That for all or any of the purposes contained in this Agreement, the Owners shall render all reasonable assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time.
- 17.3 **Documentation and Information:** The Owners undertake to provide the Developer with necessary documentation and information relating to the said Property as may be required by the Developer from time to time.
- 17.4 **No Obstruction to Developer:** The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions and/or exercising its rights and entitlements under this Agreement.
- 17.5 **No Dealing with the said Property:** The Owners hereby covenant not to let out, grant lease, mortgage and/or charge the said Property or any portion thereof save in the manner envisaged by this Agreement.
- 17.6 **Adherence by Owners:** The Owners have assured the Developer that they shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement within the specified time period.

- 17.7 **Litigation costs:** The Owners hereby agree and covenant that all matters, litigations etc. by any third party arising out of anything done or omitted to be done by the Owners and/or against or within the said Owners as regards to their title and/or any legal issues with Government or Competent Authority, then the owners shall bear and pay the costs and expenses thereof.
- 17.8 That the Owners shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Developer.
- 18. Indemnity**
- 18.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owners saved, harmless and indemnified of from and against any and all losses, damages and/or liabilities (whether criminal or civil) suffered by the Owners relating to the development and/or to the construction of the New Building and arising from any breach of this Agreement by the Developer and/or arising from any breach, default or violation of any law, permission, rules, regulations or bye-laws relating to development and construction and/or arising out of any accident or negligence during development and construction.
- 18.2 **By Owners:** The Owners hereby indemnify and agree to keep the Developer saved, harmless and indemnified of from and against any and all losses, damages and/or liabilities (whether criminal or civil) suffered by Developer relating to the ownership and title of the said Property and arising from any breach of this Agreement by the Owners and/or arising from any defect in title of the said Property and/or arising from any of the Representations of the Owners being incorrect.
- 19. Miscellaneous**
- 19.1 **Developer to Collect Extras & Deposits:** The Developer shall be entitled to collect in respect of all Units of the New Building all additional charges, expenses and/or deposits. These shall include Goods & Service tax and other levies, corpus deposit/sinking fund, deposit/expenses for formation of the Maintenance Company, Common Expenses, Maintenance Charges and deposits for the same, Panchayat Taxes and deposits for the same, deposits demanded by the electric supply authority and other agencies, Project Advocates' Fees, charges for additional work and amenities that may be provided, club charges, out pocket expenses and

fees payable for changes/ regularization/ completion under applicable Rules or provisions, etc. It is clarified that the aforesaid additional charges, expenses and/or deposits shall belong exclusively to the Developer and shall not be included as part of Sale Proceeds. The Owners agree that if any air-conditioning charges are taken from the Transferees, then the same shall belong exclusively to the Developer and no part thereof shall be claimed or demanded by and/or payable to the Owners.

19.2 Developers Right:

- 19.2.1 The Developer shall be entitled to appoint and employ such contractors, engineers, masons, mistries, caretakers, managers, supervisors, durwans, guards and other staff and employees at such remuneration, salaries, fees and charges as the Developer shall at its discretion think proper.
- 19.2.2 The Developer shall be responsible to look after the timely payment of salaries, wages, remuneration, compensation and other charges to all such persons who may be engaged or appointed by the Developer.
- 19.2.3 The Developer shall be entitled to fix the sign board on the said property, for advertisement with brief description of the impending Project to be developed with the Developer's name inscribed therein and also insertions in newspapers and other advertising media for such purposes.
- 19.2.4 **Publicity:** The Developer shall have exclusive rights in respect of the advertisement and signages to be placed at the Project and the Building. The Developer shall be entitled to advertise for Transfer of the Project in all media. The Developer shall negotiate and settle the costs and other terms with marketing and publicity agents and use its brands and logo in publicity materials and media.
- 19.2.5 **Marketing Agents:** The marketing of the Project shall be done by the Developer directly or through Marketing Agents, brokers, sub-brokers and other agents selected, appointed or discontinued by the Developer in consultation with the Owners.
- 19.2.6 The Owners shall render their best co-operation and assistance to the Developer in carrying out development of the property and/or construction of the buildings/tower/s as aforesaid in the manner as herein agreed.

- 19.2.7 In the manner set out herein above, the Developer shall market and sale the Unit(s)/space(s)/area(s) to the Transferees at the price as decided by the Developer from time to time in consultation with the Owners. It is agreed by the Parties that they shall share the revenue/income/ realization arising out of Transfer of the Project as set out hereinabove. It is agreed by the Parties that for sale of Units, the Developer in consultation with the Owners shall finalize the followings:-
- a) standard form of Provisional Allotment Letter, Unit Sale/Transfer Agreement and Conveyance Deed;
 - b) Sale Price of units, parking spaces & other areas from time to time; and
 - c) Schedule of payments to be collected from Transferee/s.
- 19.2.8 In pursuance to the foregoing it is agreed by the Parties that in order to maximize the revenue/income/realization from sale of the unit(s)/area(s)/space(s) to the Transferees, there shall be no delineation or allotment or allocation to Owners of any portion of the Project, to be developed. The Developer shall be exclusively entitled to sell 100% of the unit(s)/area(s)/space(s) in Project to be developed on the said Property.
- 19.3 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written, oral or implied.
- 19.4 **Validity:** The parties are executing this Agreement as a legally binding contract with intent to be bound by the terms hereof. If any term or provision herein contained shall be held to be invalid or unenforceable, the same shall not affect the validity or enforceability of the other provisions of this Agreement and the parties shall endeavor to replace such term or provision with a valid and enforceable term or provision which corresponds best to the original intention.
- 19.5 **Custody:** The Developer shall be entitled to the custody of this Agreement.
- 19.6 **Essence of the Contract:** The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

- 19.7 **No Partnership:** The Owners and the Developer have entered into this Agreement purely on a principal-to-principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 19.8 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights. A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion.
- 19.9 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 19.10 **Name of Building:** The Building shall be named as decided by the Developer.
- 19.11 **No Transfer at present:** Nothing in these presents shall be construed as a transfer, demise, assignment or conveyance in law of the said Property or any part thereof to the Developer by the Owners. No transfer of any title is intended to be or is being made by virtue of this Agreement. The transfer of title is intended to and shall take place in the name of the Transferees only after Completion of the New Buildings.
- 19.11 **Entity:** The change in entity or extinction of the Developer due to amalgamation, reconstruction, takeover etc by an entity in the same group or by parent/holding subsidiary and/or due to conversion into an LLP or otherwise, shall not be deemed to be in any manner affect or rescind and/or terminate these presents and/or shall not be deemed to be taken as non-observance or non- performance of any covenants herein contained by the Developer.
20. **ADJUSTABLE SECURITY DEPOSIT WITH SALE OF OWNERS' ALLOCATION IN THE PROJECT PAID BY THE DEVELOPER**
- 20.1 It is agreed between the parties hereto that Developer shall pay to the Owners in the following manner and on the following terms:

- 20.1.1 The Developer has paid to the Owners a sum of Rs.50,00,000/- (Rupees Fifty Lakh only) as and by way of interest free adjustable security deposit on or before the execution of this Agreement (the receipt whereof the Owners doth hereby admits and acknowledges as well in the Memo hereunder written).
- 20.1.2 The Developer shall pay Rs.3,00,00,000/- (Rupees Three Crores only) to the Owners as and by way of interest free adjustable security deposit within 30 (thirty) days from the date hereof.
- 20.1.3 An amount of Rs.50,00,000/- (Rupees Fifty Lakhs only) shall be paid by the Developer to the Owners after obtaining the Building Sanctioned Plan by the Developer.
- 20.2 The said Security Deposit of Rs.4,00,00,000/- (Rupees Four Crores only) shall be fully (100%) refundable (interest free) by the Owners to the Developer in the manner that the said sum of Rs.4,00,00,000/- (Rupees Four Crores only) shall be paid by way of adjustment of 25% of Owner's Allocation of the Net Sale Proceeds, received from every intending purchaser, till such time, the said Rs.4,00,00,000/- (Rupees Four Crores only) is fully adjusted.
- 20.3 As security for the refund of the Security Deposit, by the Owners to the Developer, or any part thereof, the Developer shall have a lien on the Owner's Share of Allocation that may be received or be receivable after the issuance of the Completion Certificate on portions and shares of the Owners in the unsold areas, if any, remaining unsold.

21. Defaults / Termination:

- 21.1 In case the Owners fail and/or neglect to maintain the marketable title to the Project Land or any part thereof or in case the Owners fails to comply with any of their obligations mentioned in this Agreement in the manner or within the period stipulated therefor, the Developer shall give a notice, in writing, to the Owners giving time of 30 days to remedy the default or breach and in case the Owners fail to remedy the same within such 30 days, the Owners shall be liable to pay interest

@ 12% per annum, compounded half yearly on the Security Deposit and all other amounts for the time being paid or incurred by the Developer on the Project for the period of delay and without affecting the obligation to pay interest as above, the Developer shall be entitled to take any one or more of the following recourses in any priority or order as the Developer shall deem fit and proper:-

- 21.1.1 To itself try and attempt the compliance of the obligation under default, at the cost and expense of the Owners and by paying such amounts and in such manner and on such terms and conditions as the Developer may deem fit and proper and without being liable to the Owners for the result of such attempt. The period taken for such attempt or the compliance pursuant to such attempt shall automatically be added to the time for Construction granted to the Developer.
- 21.1.2 To exclude the portion or portions as may be the subject matter of such default from being part of the Project and to continue the Project in the balance portion. In case of any such exclusion, the area of construction of the Project shall be modified accordingly.
- 21.1.3 To sue the Owners for specific performance of the contract.
- 21.1.4 To cancel the contract envisaged herein in respect of whole or part of the Project.
- 21.2 EFFECTS OF THE DEVELOPER CARRYING OUT THE OBLIGATIONS OF THE OWNERS: In case the Developer attempting the compliance of the obligation of the Owners under default, the amounts, costs and expenses paid or incurred by the Developer together with interest @ 12% per annum thereof shall be the liability of the Owners. The amount and interest shall be adjustable firstly out of the share of Sale Proceeds receivable by the Owners and the parties shall instruct the Bankers for necessary adjustment of the same and any residue shall be adjustable against the Residual Areas of the Owners.
- 21.3 In event of termination under clause 21.1 the Owners shall pay to the Developer the expenses and costs incurred at actual with 12% per annum interest thereon by the Developer till that time within 30 days of receipt of notice of termination. The Developer shall hand over the possession of the said Property to the Owners

simultaneously with receipt of the Deposit and the expenses along with interest as stated herein above.

- 21.4 Save as mentioned in clause 21, neither of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration. In the event of any default on the part of either Party, the other Party shall be entitled to sue the Party in default for specific performance of this Agreement. If the Development be not completed due to any willful default on the part of the Owners, the Developer shall be entitled to specific performance of this Agreement.

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 Agreement, which does not arise from and is not attributable to any act, omission, breach or violation by such Party of any of its obligations under this Agreement but which arises from, or is attributable to Acts of God, natural calamities, accidents, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic/pandemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, lock-down, terrorist action, civil commotion, non-availability/shortage of construction material, delays due to panchayat elections, any legislation, regulation, ruling or omissions (including delay or failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any Government or Court orders.

- 23. Amendment/Modification:** The parties may add to, alter, amend and/or modify this Agreement or any part hereof in such manner as may be mutually agreed in writing provided however it shall not be necessary to register such writing. No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the Parties.

- 24. Notice:** Any notice or other written communication given under or in connection with this Agreement may be delivered by hand against written acknowledgment or

sent by facsimile transmission with proof of proper transmission or sent by registered post with acknowledgement due to the address of the relevant Party mentioned in this agreement or such other address as may be notified in writing by each Party from time to time.

25. **Arbitration:** Any dispute or difference between the parties hereto arising out of and/or relating to and/or concerning the said Property and/or this Agreement or any term or condition herein contained and/or relating to interpretation thereof shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the Arbitrator shall have summary powers and may make or give interim orders, awards and/or directions. The Arbitrator shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law but shall give reasons for the award. The Award(s) made by the Arbitrator shall be final and the parties agree to be bound by the same.
26. **Jurisdiction:** In connection with the aforesaid arbitration proceedings, the Courts at Calcutta only shall have exclusive jurisdiction to receive, entertain, try and determine all actions and proceedings.
27. **Rules of Interpretation:**
- 27.1 **Statutes:** In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.
- 27.2 **Number:** In this Agreement, any reference to singular includes plural and vice-versa.

- 27.3 **Gender:** In this Agreement, words denoting any gender including all other genders.
- 27.4 **Party:** In this Agreement, any reference to a Party is to a party to this Agreement.
- 27.5 **Clause or Paragraph:** In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.
- 27.6 **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 27.7 **Headings:** In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.
28. **Schedules:**

THE FIRST SCHEDULE ABOVE REFERRED TO:
(Description of the said Property)

ALL THAT piece and parcel of land measuring about **361.18 Decimals** equivalent to **219 Cottahs** more or less comprised in R.S. and L.R. Dag Nos. 856, 864 (P), 865 (P) and 866 at Mouza Hatishala, J.L.No.09, P.S. Kolkata Leather Complex, District South 24 Parganas, under Beonta II Gram Panchayat together with right of easement for the purpose of ingress and egress from the property and marked with 'Red' border in the plan annexed herewith **TOGETHER WITH** all sorts of rights, easements, privileges and appurtenances.

L.R. Dag Numbers	Area (Decimal)
856	14
864 (P)	177.03

865 (P)	155.15
866	15
Total	361.18

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Mutation Details)

L.R. Dag No.	Khatian No.	Owner Name	Mutated Area
856	3919	Amit Ghosh	14
864	3919	Amit Ghosh	177.03
865	3919	Amit Ghosh	20.0087
	4135	Sambit Basu	135.1428
866	3919	Amit Ghosh	15

29. Execution and Delivery

IN WITNESS WHEREOF the Parties within named have executed this Agreement on the date mentioned above.

SIGNED AND DELIVERED by the
Owners abovenamed all at Kolkata in
the presence of:

1. Soham Basu
S/o Sudarsan Basu
360c, Panchanan Tala Road,
Kolkata-700091.

2. Sumit Koley
S/o Anant Koley
42 A.C. Banerjee Street
Konnagar, Hooghly -712235

Amit Ghosh

AMIT GHOSH

Sambit Basu

SAMBIT BASU

SIGNED AND DELIVERED by the
Developer abovenamed at Kolkata in
the presence of:

DTC PROJECTS PVT LTD

Ravi Khaitan
Authorized Signatory

M/S. DTC PROJECTS PRIVATE LIMITED

represented by its Authorized Signatory Ravi Khaitan

1. Tejasa Pal
D/o Biswajit Paul
185/352/A Rajib Braudhi Road
Konyakpur, Hooghly - 712235
2. Hemadip Jaisankar,
S/o Late Debdas Jaisankar
A/c-138, Talbagan, Kestopur - 700101

Drafted by:

Sudeep Chakraborty
F-1013/859/2019
Alipore Judges Court

RECEIVED of and from the within named Developer the within mentioned sum of Rs.50,00,000/- (Rupees Fifty Lakh only) being the agreed interest free refundable security deposit in terms of these presents as follows:

RECEIPT AND MEMO OF CONSIDERATION

By RTGS No.	Dated	Amount (Rs.)
Online RTGS	30.08.2023	20,00,000/-
Online RTGS	01.09.2023	30,00,000/-
	Total	50,00,000/-

Rupees Fifty Lakh only.

Pratik Kumar
Pratik Kumar

We say received

WITNESSES:-

1. Soham Basu,
S/o, Sudarsan Basu
360C, Panchanan Tala Road,
Kolkata- 700041.

2. Sumit Koley
S/o Asit Koley
42, A.L. Banerjee Street
Konmayer, Hooghly - 712235

SITE PLAN

DAG NO. :- 856 , 864 (P), 865 (P), 866 AT MOUZA :- HATISALA ; J.L. NO. :- 09 ;
 P.S. :- KOLKATA LEATHER COMPLEX ; DIST. SOUTH 24 PARGANAS ; UNDER
 BEONTA II GRAM PANCHAYET.
 TOTAL SCHEDULE OF LAND AREA :- 361.18 DEC. MARKED IN RED .

Scale - 1" = 147'-0"



INDEX	
DAG LINE	
PARTION LINE	
PROPERTY AREA	



[Handwritten signature of land owner]

SIGNATURE OF LAND OWNER

DTC PROJECTS PVT. LTD.

[Handwritten signature of developer]
 Authorised Signatory

SIGNATURE OF DEVELOPER

SPECIMEN FORM FOR TEN FINGER PRINTS



Pratik Sharma

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Finger					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Finger					



Pranav

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Finger					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Finger					



Ravi Khator

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Finger					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Finger					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Finger					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Finger					



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



170420242001798202

GRIPS Payment Detail

GRIPS Payment ID:	170420242001798202	Payment Init. Date:	17/04/2024 15:29:58
Total Amount:	125042	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	3592736724513	BRN Date:	17/04/2024 15:30:18
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr AMIT GHOSH
Mobile: 9830806854

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192024250017982038	Directorate of Registration & Stamp Revenue	125042
Total			125042

IN WORDS: ONE LAKH TWENTY FIVE THOUSAND FORTY TWO ONLY.

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





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



192024250017982038

GRN Details

GRN:	192024250017982038	Payment Mode:	SBI Epay
GRN Date:	17/04/2024 15:29:58	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	3592736724513	BRN Date:	17/04/2024 15:30:18
Gateway Ref ID:	788667795	Method:	Axis Bank-Corporate NB
GRIPS Payment ID:	170420242001798202	Payment Init. Date:	17/04/2024 15:29:58
Payment Status:	Successful	Payment Ref. No:	2000949018/1/2024

[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr AMIT GHOSH
Address:	HATISHALA
Mobile:	9830806854
Period From (dd/mm/yyyy):	17/04/2024
Period To (dd/mm/yyyy):	17/04/2024
Payment Ref ID:	2000949018/1/2024
Dept Ref ID/DRN:	2000949018/1/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000949018/1/2024	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2000949018/1/2024	Property Registration- Registration Fees	0030-03-104-001-16	50021
Total				125042

IN WORDS: ONE LAKH TWENTY FIVE THOUSAND FORTY TWO ONLY.

PAID

Major Information of the Deed



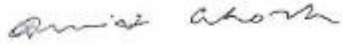



Deed No :	I-1602-05567/2024	Date of Registration	19/04/2024
Query No / Year	1602-2000949018/2024	Office where deed is registered	
Query Date	16/04/2024 12:01:08 PM	D.S.R. - I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Subrata Sardar High Court, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 7980853144, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 50,00,000/-]		
Set Forth value	Market Value		
	Rs. 13,65,26,607/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,121/- (Article:48(g))	Rs. 50,053/- (Article:E, E, B)		
Remarks			

Land Details :

District: South 24-Parganas, P.S:- Kolkata Leather Camp, Gram Panchayat: BENTTATA-II, Mouza: Hatisala, JI No: 9,
Pin Code : 700135

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-856 (RS :-)	LR-3919	Bastu	Shali	14 Dec		52,92,000/-	Property is on Road
L2	LR-864 (RS :-)	LR-3919	Bastu	Shali	177.03 Dec		6,69,17,340/-	Property is on Road
L3	LR-865 (RS :-)	LR-3919	Bastu	Shali	20.0087 Dec		75,63,289/-	Property is on Road
L4	LR-866 (RS :-)	LR-3919	Bastu	Shali	15 Dec		56,70,000/-	Property is on Road
L5	LR-865 (RS :-)	LR-4135	Bastu	Shali	135.143 Dec		5,10,83,978/-	Property is on Road
		TOTAL :			361.1815Dec	0 /-	1365,26,607 /-	
		Grand Total :			361.1815Dec	0 /-	1365,26,607 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr AMIT GHOSH Son of Mr Tapan Ghosh Executed by: Self, Date of Execution: 19/04/2024 , Admitted by: Self, Date of Admission: 19/04/2024 ,Place : Office	 19/04/2024	 Captured LTI 19/04/2024	 19/04/2024
Bishnupur, City:- Not Specified, P.O:- Bishnupur, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 743503 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX9 , PAN No.:: AHxxxxxx2P, Aadhaar No: 98xxxxxxxx7819, Status :Individual, Executed by: Self, Date of Execution: 19/04/2024 , Admitted by: Self, Date of Admission: 19/04/2024 ,Place : Office				
2	Name	Photo	Finger Print	Signature
	Mr SAMBIT BASU Son of Late Sabyasachi Basu Executed by: Self, Date of Execution: 19/04/2024 , Admitted by: Self, Date of Admission: 19/04/2024 ,Place : Office	 19/04/2024	 Captured LTI 19/04/2024	 19/04/2024
Samannoy Park, City:- Not Specified, P.O:- Joteshibrampur, P.S:-Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN:- 700141 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX6 , PAN No.:: ANxxxxxx2Q, Aadhaar No: 40xxxxxxxx7498, Status :Individual, Executed by: Self, Date of Execution: 19/04/2024 , Admitted by: Self, Date of Admission: 19/04/2024 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	DTC PROJECTS PRIVATE LIMITED 1, Netaji Subhas Road, City:- Not Specified, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 Date of Incorporation:XX-XX-1XX5 , PAN No.:: AAxxxxxx6K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Mr Ravi Khaitan (Presentant) Son of Mr Nirmal Kumar Khaitan Date of Execution - 19/04/2024, , Admitted by: Self, Date of Admission: 19/04/2024, Place of Admission of Execution: Office	 <small>Apr 19 2024 2:39PM</small>	 Captured <small>LTI 19/04/2024</small>	 <small>19/04/2024</small>
1, Netaji Subhas Road, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX7 , PAN No.:: Axxxxxx2d, Aadhaar No: 77xxxxxxxx2965 Status : Representative, Representative of : DTC PROJECTS PRIVATE LIMITED (as Represented)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Pradip Kumar Singh Son of Mr B N Singh C/o, S K Lath And Co 8A, K S Roy Road, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001	 <small>19/04/2024</small>	 Captured <small>19/04/2024</small>	 <small>19/04/2024</small>
Identifier Of Mr AMIT GHOSH, Mr SAMBIT BASU, Mr Ravi Khaitan			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mr AMIT GHOSH	DTC PROJECTS PRIVATE LIMITED-14 Dec

Transfer of property for L2

SI.No	From	To. with area (Name-Area)
1	Mr AMIT GHOSH	DTC PROJECTS PRIVATE LIMITED-177.03 Dec

Transfer of property for L3

SI.No	From	To. with area (Name-Area)
1	Mr AMIT GHOSH	DTC PROJECTS PRIVATE LIMITED-20.0087 Dec

Transfer of property for L4

SI.No	From	To. with area (Name-Area)
1	Mr AMIT GHOSH	DTC PROJECTS PRIVATE LIMITED-15 Dec

Transfer of property for L5

SI.No	From	To. with area (Name-Area)
1	Mr SAMBIT BASU	DTC PROJECTS PRIVATE LIMITED-135.143 Dec

Land Details as per Land Record

District: South 24-Parganas, P.S:- Kolkata Leather Camp, Gram Panchayat: BENTTATA-II, Mouza: Hatisala, JI No: 9,
Pin Code : 700135

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 856, LR Khatian No:- 3919	Owner:অমিত ঘোষ, Gurdian:ভদ্রন , Address:লিডা , Classification:পাণি, Area:0.14000000 Acre,	Mr AMIT GHOSH
L2	LR Plot No:- 864, LR Khatian No:- 3919	Owner:অমিত ঘোষ, Gurdian:ভদ্রন , Address:লিডা , Classification:পাণি, Area:1.87000000 Acre,	Mr AMIT GHOSH
L3	LR Plot No:- 865, LR Khatian No:- 3919	Owner:অমিত ঘোষ, Gurdian:ভদ্রন , Address:লিডা , Classification:পুত্র, Area:0.21000000 Acre,	Mr AMIT GHOSH
L4	LR Plot No:- 866, LR Khatian No:- 3919	Owner:অমিত ঘোষ, Gurdian:ভদ্রন , Address:লিডা , Classification:পাণি, Area:0.15000000 Acre,	Mr AMIT GHOSH
L5	LR Plot No:- 865, LR Khatian No:- 4135	Owner:সম্বিত বসু, Gurdian:সবনটি বসু, Address:সংস লিডা , Classification:পুত্র, Area:1.35000000 Acre,	Mr SAMBIT BASU

Endorsement For Deed Number : I - 160205567 / 2024

On 19-04-2024

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

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

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

Presented for registration at 13:39 hrs on 19-04-2024, at the Office of the D.S.R. -I | SOUTH 24-PARGANAS by Mr Ravi Khaitan ..

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 13,65,26,607/-

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

Execution is admitted on 19/04/2024 by 1. Mr AMIT GHOSH, Son of Mr Tapan Ghosh, Bishnupur, P.O: Bishnupur, Thana: Bishnupur, , South 24-Parganas, WEST BENGAL, India, PIN - 743503, by caste Hindu, by Profession Business, 2. Mr SAMBIT BASU, Son of Late Sabyasachi Basu, Samannoy Park, P.O: Joteshibrampur, Thana: Maheshtala, , South 24-Parganas, WEST BENGAL, India, PIN - 700141, by caste Hindu, by Profession Business Indentified by Mr Pradip Kumar Singh, , Son of Mr B N Singh, C/o, S K Lath And Co 6A, K S Roy Road, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

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

Execution is admitted on 19-04-2024 by Mr Ravi Khaitan, Represented, DTC PROJECTS PRIVATE LIMITED, 1, Netaji Subhas Road, City:- Not Specified, P.O:- GPO, P.S:-Hare Street, District-Kolkata, West Bengal, India, PIN:- 700001

Indentified by Mr Pradip Kumar Singh, , Son of Mr B N Singh, C/o, S K Lath And Co 6A, K S Roy Road, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 50,053.00/- (B = Rs 50,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 50,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/04/2024 3:30PM with Govt. Ref. No: 192024250017982038 on 17-04-2024, Amount Rs: 50,021/-, Bank: SBI EPay (SBlePay), Ref. No. 3592736724513 on 17-04-2024, Head of Account 0030-03-104-001-16


Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 122850, Amount: Rs.100.00/-, Date of Purchase: 14/04/2024, Vendor name: S Tiwari

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/04/2024 3:30PM with Govt. Ref. No: 192024250017982038 on 17-04-2024, Amount Rs: 75,021/-, Bank: SBI EPay (SBlePay), Ref. No. 3592736724513 on 17-04-2024, Head of Account 0030-02-103-003-02


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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2024, Page from 195637 to 195680
being No 160205567 for the year 2024.



Suman

Digitally signed by Suman Basu
Date: 2024.04.29 11:10:06 +05:30
Reason: Digital Signing of Deed.

(Suman Basu) 29/04/2024

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - I I SOUTH 24-PARGANAS

West Bengal.