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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AS 265001

Certified that the document is submitted in registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.

[Signature]
District Sub-Registrar-III
Alipore, South 24-parganas

25 / 11 / 2024

THIS JOINT DEVELOPMENT AGREEMENT is made at Kolkata on this the 26th day of July TWO THOUSAND AND TWENTY FOUR

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19 JUN 2024

Sl. No.....
Sold to.....
of.....
Rupees.....

Date: CHAKRABORTY (Adv.)
Alipore Judges Court, Kolkata-27

Samiran Das
Stamp Vendor
Alipore Police Court
South 24 Pgs., Kol-27



Baralaxa Da
SDA
Maha Gola on
Shyampran
Howrah
4/15/5

BETWEEN

(1) TANGRA ENCLAVE LLP (PAN AAUFT1085A) (having LLPIN ABZ-9123), a Limited Liability Partnership within the meaning of the Limited Liability Partnership Act, 2013 having its Registered Office at 122/D/5 Matheswartola Road, Abinash Chaowdhury Lane, Post Office Tiljala (Previously P.O. Gobindo Khatick), Police Station Pragati Maidan (Previously P.S. Tiljala), Kolkata- 700046, represented by its Authorised Signatories Sri Kishan M Agarwal son of Sri Ram Bilas Agarwal, residing at Lala Lajpat Sarani, Police Station Bhawanipore, Post Office L.R. Sarani (having PAN AFJPA6544H) and Sri Rahul Chokhany son of Rajendra Prasad Chokhany, residing at 14/2A, Mandeville Gardens, Ballygunge, Police Station Gariahat, Post Office Ballygunge Kolkata - 700019 (having PAN ACAPC2036Q) **(2) PROGRESSIVE LAND DEVELOPMENT COMPANY PRIVATE LIMITED (PAN AADCP4154G)** a company having been incorporated in accordance with the provisions of the Companies Act 1956 and an existing company within the meaning of the Companies Act 2013 having its registered office situated at 1002, E. M. Bypass Front Block, Kolkata - 700 015, P.S. Pragati Maidan, P.O. Dhapa, and represented by its Director Shri Surendra Kumar Dugar (PAN ACUPD1317K) son of Late J.M. Dugar, working for gain at 1002, E. M. Bypass Front Block, Kolkata - 700 015, P.S. Pragati Maidan, P.O. Dhapa, 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 successor and/or successors in office/interest and permitted assigns) of the **FIRST PART**

AND

PS GROUP REALTY PRIVATE LIMITED (CIN U65922WB1988PTC044915) (PAN AABCP5390E) also a company having been incorporated in accordance with the provisions of the Companies Act 1956 and an existing company within the meaning of the Companies Act 2013 having its registered office situated at 1002, E. M. Bypass Front Block, Kolkata - 700 015, P.S. Pragati Maidan, P.O. Dhapa, and represented by its Director Shri Arun Kumar

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Sancheti (PAN AKOPS4951L) son of Shri Sumermall Sancheti working for gain at 1002, E. M. Bypass Front Block, Kolkata - 700 015, P.S. Pragati Maidan, P.O. Dhapa, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **THIRD PART**

WHEREAS:

- A)** In this Agreement wherever the context so permits the Owners and the Developer are collectively referred to as the 'parties' and individually as a 'party'.
- B)** The Owner No.1 is the absolute owner and sufficiently entitled to:
- (i) ALL THAT the various pieces and parcel of land containing by estimation an area of 21 cottahs 7 chittacks (more or less) comprised in C.S. Dag No. 678 in Mouza Tangra (more fully and particularly mentioned and described in PART I of the FIRST SCHEDULE hereunder written and hereinafter referred to as the PART ONE PROPERTY).
- (ii) ALL THAT the piece and parcel of land containing by estimation an area of 17 Cottahs (more or less) comprised in C.S. Dag No. 676 in Mouza Tangra (more fully and particularly mentioned and described in PART II of the FIRST SCHEDULE hereunder written and hereinafter referred to as the PART TWO PROPERTY)
- (iii) $\frac{1}{2}$ Undivided Share in ALL THAT the lands forming part of Dag No. 674 and 675 containing by estimation an area of 65 cottahs 5 chittacks 20 square feet (more or less) (more fully and particularly mentioned and described in PART III of the FIRST SCHEDULE hereunder written and hereinafter referred to as the PART THREE PROPERTY)



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- C) The Owner No. 2 is also the absolute owner and sufficiently entitled to $\frac{1}{2}$ Undivided Share in ALL THAT the lands forming part of Dag No. 674 and 675 containing by estimation an area of 65 cottahs 5 chittacks 20 square feet (more or less) (more fully and particularly mentioned and described in PART IV of the FIRST SCHEDULE hereunder written and hereinafter referred to as the PART FOUR PROPERTY)
- D) The Owners and the Developer have agreed to undertake the development of FIRSTLY ALL THAT the divided and demarcated portion of the lands forming part of C.S. Dag No. 676 and 678 in Mouza Tangra containing by estimation an area of 20 Cottahs (more or less) comprised of Municipal Premises No 122D/5 and 119A/1 Matheswartala Road AND SECONDLY ALL THAT the divided and demarcated piece and parcel of land containing by estimation an area of 57 Cottahs 8 Chittack (more or less) comprised in C.S. Dag No. 674 & 675 in Mouza Tangra (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written and hereinafter collectively referred to as the **said PROPERTY** situation whereof is shown and delineated in the map or plan annexed hereto and bordered in RED thereon) for the consideration and subject to the terms and conditions hereinafter appearing
- E) The parties are desirous of recording the same, in writing

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

ARTICLE I - DEFINITIONS

Unless in these presents there is something in the subject or context inconsistent therewith.

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DISTRICT SUB REGISTRAR
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- 1.1 **ARCHITECT** - shall mean any person or persons or firm or firms appointed or nominated by the Developer as the Architect(s) of the building.
- 1.2 **ADVANCES** shall mean the various amounts to be recovered by the Developer from the various intending purchasers as and by way of advances towards municipal rates taxes and other outgoings and maintenance charges and after adjustment and appropriation to be made over by the Developer to the Association and/or Facility Management Company (FMC) as the case may be
- 1.3 **BUILDING/S** - shall mean the new building and/or buildings to form part of the Building Complex to be constructed on the said Property as the case may be in accordance with the plan which may be sanctioned by Kolkata Municipal Corporation
- 1.4 **BUILDING PLAN** - shall mean the map or plan to be submitted for sanction to Kolkata Municipal Corporation for undertaking a Building Complex on the said on the said Property as the case may be and shall include any amendments and/or modifications made thereto by the Developer with the consent^{and} concurrence of the Owners.
- 1.5 **BUILDING COMPLEX** shall mean the development comprising of one or more of such several components as may be determined by the Developer at its sole and absolute discretion, proposed to be carried out by the Developer on the Said Property (the proportion and/or area of each component as also the manner and phases of construction of the same to be determined by the Developer).
- 1.6 **BROKERAGE** shall mean 2% of the Total Sales Proceeds, which shall be deducted by the Developer from the Sales Proceeds

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- 1.7 **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 and other facilities in the buildings forming part of the said Housing Project, 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 Building Complex. It being clarified that the passages leading to the Lot A (as defined hereinafter) and Lot B Land (as defined hereinafter) shall not be part of the Common Areas and shall exclusively belong to the Developer and/or its nominees.
- 1.8 **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 intending buyers and all other expenses for the Common Purpose including those to be contributed, borne, paid and shared by the intending buyers 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.
- 1.9 **CONSENTS** shall mean the planning permission and all other consents including but not limited to the consent to amalgamate the said Property with Additional Lands licenses, permissions and approvals (whether statutory or otherwise) necessary or desirable for the carrying out, completion use and occupation of the Development and the New Building and/or Buildings.
- 1.10 **COMMON PURPOSES** – shall mean and include the purpose of managing, maintaining and up keeping the Building as a whole in



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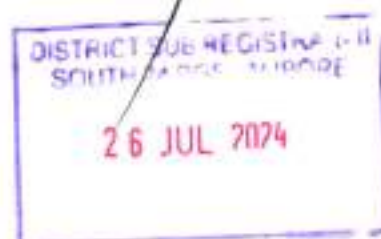
particular the Common Areas, Facilities and Amenities, rendition of common services in common to the Co-owners, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.

1.11 **DEVELOPER** shall mean **PS GROUP REALTY PVT LTD** a private limited company having been incorporated in accordance with the provisions of the Companies Act 1956 as extended by the Companies Act 2013 and shall include its successor and/or successors in office/interest and assigns.

1.12 **DEPOSITS** shall mean each of the amounts levied/charged/imposed/received by the Developer from an Intending Transferee as deposits and/or as sinking funds, corpus deposits etc. by whatever name called, for the installation as also for the on-going maintenance and management of inter alia the electrical infrastructure, the water connections, generator, all facilities serving the Project, municipal rates and taxes, commercial surcharge, land revenue, duties, charges and other outgoings, and the proportionate costs and expenses for the maintenance and management of the Commonly Used Areas And Facilities including the proportionate share of inter alia the municipal rates and taxes, commercial surcharge and land revenue in respect of the Commonly Used Areas And Facilities, and further all other deposits applicable to/imposed on the Intending Transferee(s), each as determined by the Developer at its sole and absolute discretion, the frequency, quantum and heads whereof shall be determined by the Developer from time to time at its sole and absolute discretion and will be held by the Developer till the same (subject to such deductions as

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may be applicable) are transferred to the Organization or made over to any body/authority, statutory or otherwise.

- 1.13 **EXTRA CHARGES** shall mean the extra amounts paid by and/or the reimbursements received from an Intending Transferee by the Developer towards any extra charges, club fit out charges, generator charges together with the charges and expenses allied/related thereto, charges towards electrical infrastructure, association formation charges, incidental charges, water meter charges VRV-AC charges, charges/fees towards/in lieu of having sanctioned any deviations from the sanctioned plan(s) in the construction, as stipulated in the relevant statute governing the same, legal fees, legal expenses, stamp duty, registration fees etc., each as determined by the Developer at its sole and absolute discretion.
- 1.14 **ENCUMBRANCES** shall include encumbrances, mortgages, charges, security interest, liens, lis pendens, attachments, leases, tenancies, thika tenancies, occupancy rights, uses, debutters, trusts, bankruptcy, insolvency, acquisition, requisition, vesting, claims, demands, forfeitures and liabilities whatsoever or howsoever.
- 1.15 **JOINT VENTURE AGREEMENT** shall mean this agreement
- 1.16 **MARKETING EXPENSES** shall mean 2% of the Total Sales Proceeds, which shall be deducted by the Developer from the Sales Proceeds
- 1.17 **PROJECT** shall mean and include (a) development of Building Complex at the said Property (b) Transfer of the Transferable Areas to the Transferees and the collection of the Sales Proceeds from the Transferees and distribution of the same amongst the parties, (c) division of unsold residual areas, if any remaining, and (d)

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administration of Common Purposes until handing over to the Association, all as per the terms and conditions hereof

1.18 **REAL ESTATE LAW** – means the provisions of Real Estate (Regulation and Development) Act 2016 and West Bengal Real Estate (Regulation and Development) Rules 2021 as applicable and include the amendments and substitute thereof and all rules, regulations thereunder provided, however, in the event of a conflict between the provisions of any other such law/s in the provisions of Real Estate (Regulation and Development) Act 2016 and West Bengal Real Estate (Regulation and Development) Rules 2021 shall apply.

1.19 **SALE PROCEEDS/REALISATIONS** shall mean the amounts received by the Developer from an Intending Transferee in lieu of Transfer/alienation of any part or portion of the Project together with the amounts, if any, received from the Intending Transferee towards the permission granted to park vehicles, high-rise charges, PLC, interest if any received from any Intending Transferee on any delayed payment made by the Intending Transferee, the amount if any received from any Intending Transferee as compensation on cancellation of an agreement executed with such Intending Transferee, but the term shall not mean or include:

- i. the Deposits;
- ii. the Extra Charges;
- iii. the Taxes, duties , fees;
- iv. any amounts received towards/as fees for nomination, transfer, assignment etc.;
- v. the amounts received by way loan(s) from any bank(s), financial institution(s); etc. identified by the Developer to finance the construction and implementation of the Project;
- vi. any amount received towards stamp duty and registration charges

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- 1.20 **OWNERS** shall mean the said Tangra Enclave LLP and Progressive Land Development Company Private Limited and shall include their respective successor and/or successors in office/interest and assigns
- 1.21 **PLAN** shall mean the plan which may be prepared by the Architect of the Developer and submitted for sanction to Kolkata Municipal Corporation and shall mean and include all modifications and/or alterations made thereto from time to time as may be recommended by the Architect.
- 1.22 **SALEABLE/TRANSFEREABLE AREAS/SPACE** - shall mean the Units, all types of Parking Spaces, other constructed spaces, private/reserved terraces/roofs with or without any facilities and all other areas at the Building Complex and Said Property capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise and shall also include any right, benefit or privilege at the Building Complex and Said Property capable of being commercially exploited and wherever the context so permits shall include the Shares in land. It being clarified that wherever the term FAR has been used, the same shall mean Saleable Areas.
- 1.23 **SHARES IN LAND** shall mean the proportionate undivided share in the land of whole or part of the Said Property attributable to any Unit
- 1.24 **SAID PROPERTY** shall mean **FIRSTLY ALL THAT** the divided and demarcated portion of the lands forming part of C.S. Dag No. 676 and 678 in Mouza Tangra containing by estimation an area of 20 Cottah (more or less) comprised of Municipal Premises No 122D/5 and 119A/1 Matheswartala Road **AND SECONDLY ALL THAT** the divided and demarcated piece and parcel of land containing by estimation an area of 57 Cottahs 8 Chittack (more or less) comprised in C.S. Dag No. 674 & 675 in Mouza Tangra (more fully and particularly mentioned and



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described in the SECOND SCHEDULE hereunder written situation whereof is shown and delineated in the map or plan annexed hereto and bordered in RED thereon).

- 1.25 **TRANSFER** - with its grammatical variations shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multistoried building to purchasers thereof although the same may not amount to a transfer in law.
- 1.26 **TAXES** shall mean each of the amounts levied/charged/received from/upon any Intending Transferee towards works contracts tax, GST etc. and/or any other fees, taxes, cesses, assessments, duties, levies, impositions etc. by whatever name called, whether applicable at present or levied in the future, with retrospective effect or otherwise, and shall mean and include the increments thereof.
- 1.27 **INTENDING PURCHASERS** shall mean the various persons acquiring the various flats units apartments constructed spaces and car parking spaces forming part of the development
- 1.28 **TRANSFeree** - shall mean a person to whom any space in the building has been transferred.
- 1.29 **MASCULINE GENDER** - shall include feminine gender and vice versa.
- 1.30 **SINGULAR NUMBER** - shall include plural number and vice versa.
- 1.31 **UNITS** shall mean the independent and self-contained residential flats and/or apartments and other constructed spaces capable of being exclusively held used or occupied by person/s.

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DISTRICT SUB REGISTRAR - III
SOUTH 24 PGS. WEST BENGAL

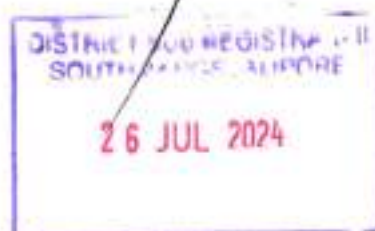
26 JUL 2024

**ARTICLE II - TITLE INDEMNITIES AND REPRESENTATIONS BY
THE OWNERS**

2.1 At or before entering into this Agreement the Owners have assured and covenanted with the Developer in respect of their respective land parcels as follows:

- i) THAT the Owners are the sole and absolute owners of the said Property as per their respective land parcels as provided in the Recital hereinabove and nobody else has any right title interest claim or demand into or upon the said Property or any part or portion thereof and the Owners are in khas possession of the said Property and the same has been duly secured by boundary walls on all sides with frontage alongside public road namely Matheswartala Road.
- ii) THAT the said Property is otherwise free from all Encumbrances, charges, liens, lispendens, attachments, trusts whatsoever or howsoever and the Owners have a marketable title in respect thereof.
- iii) That the Owners have caused its name to be mutated in the records of the Kolkata Municipal Corporation in respect of part and portion of the said Property and shall cause to mutate its name in respect of the remaining part and portion of the said Property .
- iv) THAT there is no excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act 1976 comprised in the said Property.
- v) THAT the various structures, sheds and building constructed on the said Property have been in existence for many years.





- vi) THAT no part or portion of the said Property is subject to any notice of acquisition and/or requisition and/or road widening.
- vii) THAT there is no attachment under the Income Tax Act or under any of the provisions of the Public Debt Recovery Act in respect of the said Property or any part thereof nor any proceedings in respect thereof is pending nor any notice in respect of any such proceedings have been received or served on the Owners to the knowledge of the Owners.
- viii) THAT the Owners are legally competent to enter into this agreement
- ix) THAT the Owners have paid or will pay all the municipal rates and taxes, land revenue and all other outgoing payable in respect of the Said Property, upto 31-03-2023 and thereafter Developer will pay the same.
- x) THAT the Owners are not carrying on any manufacturing activities on and from the said Property
- xi) That the said Property is fit for the Project as satisfied by the Developer.
- xii) That there is no injunction, status quo, impediment, obstruction, restriction or prohibition in the Owners entering upon this Agreement and/or in the development and transfer of the said Property nor is there any notice or proceeding affecting the same.
- xiii) That all the original documents of title in respect of the said Property are in the custody of the Owners and the same have not been deposited with anyone nor seized by any authority nor used as security or collateral security or bond or otherwise in respect of any activity or transaction whatsoever.



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- xiv) That there is no pending agreement or contract with any other person in connection with the said Property or any part thereof or its development/sale/transfer nor have executed any power of attorney in favour of any person nor have otherwise dealt with the said Property or any part thereof prior to execution of this Agreement.
- xv) That there is no water body, kal, karkhana, factory at the Said Property or any part thereof.
- xvi) That the Owners or their predecessors in title have not mortgaged or charged or provided security interest in respect of the said Property or any part thereof and there is no notice or proceeding for realization or recovery of any dues from any Bank, Financial Institution or anyone else.
- xvii) That subject to the terms hereof, there is no difficulty in the compliance of the obligations of the Owners hereunder.

2.2 Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Developer has agreed to enter into this agreement. IT BEING expressly agreed that that in the event of there being any defect in title of Part One Property and Part Two Property, it shall be the obligation and responsibility of the Owner No.1 to remedy and/or cure the same at their its cost and shall keep the Developer and its Directors and Officers and each one of them saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings including litigation costs and It being also expressly made clear that in the event of there being any defect in title of Part Three Property and Part Four Property, it shall be the obligation and responsibility of the Owners jointly to remedy and/or cure the same at their own cost equally and shall keep the Developer and its Directors and Officers and each one of them saved harmless and fully indemnified from



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and against all costs charges claims actions suits and proceedings including litigation costs.

ARTICLE III – COMMENCEMENT AND DURATION

- 3.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from 26th day of July 2024 (hereinafter referred to as the COMMENCEMENT DATE).
- 3.2 Subject to what is hereinafter appearing this agreement shall remain in full force and effect until such time the said Building Complex intended to be undertaken in terms of this agreement is fully completed in all respects unless terminated in the manner as hereinafter appearing

ARTICLE IV –DEVELOPMENT RIGHT

- 4.1 The Owners hereby grants to the Developer exclusive rights, interest and authority in respect of the said Property to develop the same by constructing the Building Complex thereon and to Transfer the Saleable Areas therein of the Owners share in the manner hereinstated and to be entitled to the Developer's Share and other rights as morefully hereinafter contained and in consideration thereof and further in consideration of the obligations, covenants, terms and conditions contained herein and on the part of the Owners to be observed, fulfilled and complied with, the Developer has agreed to the same on the terms and conditions hereinafter contained.
- 4.2 With effect from the date hereof, the Owners have allowed the Developer to carry out the initial development works and further on receipt of the Building Plan, and after entering into further Agreement if required, the Developer shall have the sole and exclusive rights, authorities and entitlements to (a) develop and construct or cause to be developed and constructed the Building Complex at the Said Property and (b) administer the Project in the manner and until the period as morefully



contained herein and (c) Transfer and market the Saleable Areas in its own name and in the manner hereinstated and (d) the Developer's Share and (e) all other properties benefits and rights of the Developer hereunder And the Owners shall be entitled (a) to the Owners Share and (b) all other properties benefits and rights of the Owners hereunder on and subject to the terms and conditions hereinafter contained.

- 4.3 The Building Complex shall be constructed or caused to be constructed by the Developer at its own costs and expenses. The Owners hereby agree to sell and transfer the shares in land attributable to the Saleable Areas in favour of the concerned Transferees and the consideration for the same shall be the Owners Share.
- 4.4 In consideration of the mutual covenants on the part of the Developer herein to be paid performed and observed and in further consideration of the Developer having agreed to undertake development of the said the Owners have agreed to grant the exclusive right of development in respect thereof unto and in favour of the Developer and in this regard the Developer is hereby authorized and shall be entitled to :
- i) apply for and obtain all consents approvals and/or permissions as may be necessary and/or required for undertaking development of the said Property including but not limited to mutation of the said Property and/or conversion of user of the land any part or portion of the said Property, if required
 - ii) take such steps as are necessary to divert all pipes, cables or other conducting media in, under or above the premises or any adjoining or neighbouring premises and which need to be diverted as a result of the development.
 - iii) install all electricity and other connections.



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- iv) serve such notices and enter into such agreements with statutory undertakers or other companies as may be necessary to install the services.
- v) give all necessary or usual notices under any statute affecting the demolition and clearance of the premises and the development, give notices to all water, electricity and other statutory authorities as may be necessary in respect of development of the said Property and pay all costs, fees and outgoings incidental to or consequential on, any such notice and indemnify and keep indemnified the Owners saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.
- vi) remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the Plan and has agreed to keep the Owners saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.
- vii) remain responsible for any accident and/or mishap taking place while undertaking construction and completion of the said new building and/or buildings and/or Building Complex in accordance with the said Plan sanctioned by authorities concerned and has agreed to keep the Owners saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.
- viii) Comply and/or procure compliance with, all conditions attaching to the building permission and any other permissions which may be granted during the course of development.



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- ix) comply or procure compliance with, all statutes and any enforceable codes of practice of the Municipal and/or other authority or other authorities affecting the Property or its development.
- x) take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the said Property.
- xi) incur all costs charges and expenses for the purpose of constructing erecting and completing the said new building and/or buildings and/or Building Complex in accordance with the Plan sanctioned by the authorities concerned.
- xii) make proper provision for security of the said Property during the course of development.
- xiii) not to allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said Property or any part or portion thereof.
- xiv) not to expose the Owners to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents as may be necessary and/or required for the purpose of construction erection and completion of the said Project.
- xv) to remain solely liable and/or responsible for all acts deeds matters and things for undertaking construction of the said new building and/or buildings and/or Building Complex in accordance with the Plan and to pay perform and observe all



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26 JUL 2024

the terms conditions covenants and obligations on the part of the Developer to be paid performed and observed.

- xvi) to be responsible for the compliance of the provisions of Real Estate (Regulation and Development) Act 2016 and West Bengal Real Estate (Regulation and Development) Rules 2021 and any other law and statute including Pollution, Fire and other norms. However, if any insurance with regard to title as may be applicable is required to be obtained, the same shall be responsibility and obligation of the Owners at its own costs as per their respective land parcels and the Owners shall also co operate with the Developer for the compliance of the provisions of Real Estate (Regulation and Development) Act 2016 and West Bengal Real Estate (Regulation and Development) Rules 2021

- 4.5 The Owners shall, without any demur or delay or cavil, co-operate with the Developer and do all acts, deeds, things etc. that may be required or deemed desirable by the Developer to give effect to the provisions of this Agreement, including but not limited to signing and submitting any plans, applications, consents, proposals, permissions etc. to various Governmental Authorities and/or bodies/authorities, to enable the Developer to inter alia exercise its Development Rights with respect to each of the Land Parcels and/or the said Property.

ARTICLE V - LAND RELATED OBLIGATIONS OF OWNERS

- 5.1 **ATTRIBUTES REQUIRED FOR SAID LAND:** The Owners shall be wholly responsible and liable for the Said Property towards the development and Transfer in terms hereof. The Owners shall comply with and meet the following criteria and requirements:

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i. **Marketable Title:** The Owners had made out and agree to keep and maintain good marketable title to the said Property. The Owners shall have complete responsibility in respect of the Ownership and title of the said Property and for ensuring a marketable title in respect of the said Property to the Developer and all Transferees and the Owners agree not to create any Encumbrance or do any act deed or thing which may result in any defect in their title to the Said Property. Any tenable objection or claim of any person in respect of the Said Property shall be dealt with and settled and cleared by the Owners immediately and in any event within 90 days from the date of receiving such objection or claim. The Owners do hereby authorize the Developer to publish notices in newspapers inviting claims or objections as part of their investigation of the title of the Owners to the said Property;

ii. **Mutation :** The Owners shall cause its name mutated/corrected in the records of the Kolkata Municipal Corporation in respect of the Said Property. The Owners shall cause and ensure the mutation of its name in the records of the appropriate authorities in respect of the Said Property as required. In case any errors, defects, discrepancies, omissions, inconsistencies and/or mis-description in mutation or in any other recording is detected in the records of the said Kolkata Municipal Corporation or any other Appropriate Authorities including as regards the area of land and/or the nature of recorded use for the purpose of development envisaged herein or otherwise, the Owners shall cause the same to be incorporated/corrected.

iii. **Physical Possession:** There is or shall be no claim or interference or obstruction of any other person as regards possession of the said Property or any part thereof

iv. **Clearances:** The Developer in the name of Owners shall cause the grant of the No Objection Certificate under the Urban Land (Ceiling & Regulation) Act, 1976. The cost of such clearance shall be borne by the Developer.

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v. **Municipal and statutory Dues:** The Owners shall at its own costs and expenses, bear and pay the municipal and all other rates taxes land revenue and other dues and outgoings in respect of the Project Land till 31-03-2023.

vi. **Boundary Wall and Direct Access:** The said Property is secured by boundary walls from all sides with proper entry/exit gates.

Time And Costs And Expenses For Obligations Of Owners : Unless otherwise expressly mentioned the time for compliance of the several obligations of the Owners shall be within 180 days from the date of execution hereof or as mutually agreed in writing to be extended or if the situation for the same arises later then within 180 (one hundred and eighty) days of the situation arising and all costs, charges, and expenses on any account whatsoever in respect of the several obligations of the Owners to get mutated its name contained herein shall be borne and paid by the Owners save and except the costs which has been agreed to be paid by the Developer.

ARTICLE VI - BUILDING PLAN

- 6.1 Immediately after the execution of this Agreement and the Owners complying with the Obligations (as mentioned hereinafter), the Developer shall cause a map or plan to be prepared by its Architect for the purpose of submitting the same for sanction to Kolkata Municipal Corporation and all costs charges and expenses in connection with the preparation of the said Plan including the sanction fee and other amounts which may have to be paid for causing sanction of the said Plan will be paid borne and discharged by the Developer. The Developer undertakes to obtain sanction of the building plan with all the permissions within a period of three years from this day.





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- 6.2 The Developer shall be entitled to alter and/or modify the said Plan based on the recommendation of the Architect for the purpose of optimizing the saleable area to comprise in the said Building Complex.
- 6.3 It has been agreed between the parties hereto that the Developer shall cause a plan to be sanctioned by the concerned authorities for residential purposes.
- 6.4 **METRO CORRIDOR F.A.R.:** The Developer shall apply for additional FAR. on account of Metro Corridor FAR and include the same in the planning and preparation of Building Plans or in any modifications or alterations thereof. Any such inclusion shall be subject to sanction by the Appropriate Authorities. The entire Metro fees payable to Kolkata Municipal Corporation attributable to such sanction of additional FAR on account of Metro Corridor shall be borne and paid by the Owners as per the land holding. The normal sanction fees and construction costs for such additional FAR shall be borne and paid by the Developer. Once sanctioned, the additional FAR shall automatically form part of the Building Complex and the Project.

ARTICLE VII - TITLE DEEDS

- 7.1 Immediately after the execution of this Agreement, the Owners shall allow the Developer to take inspection of the original title deeds and to make excerpts therefrom.
- 7.2 On execution of the Agreement and on presentation of building plans/scheme to the Owners, the Owners shall make over the original of the title deeds in respect of the Second Schedule to the Developer who shall be entitled from time to time and at all times to deliver the original title deeds to any Financers only in respect of construction loan or finance taken by the Developer and also execute registered mortgage if required by the Financers and upon completion of the Project and



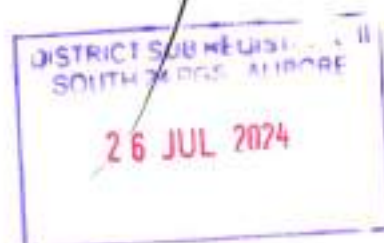
formation of the Association the Developer/Owners shall make over such title deeds to the Holding Organisation and/or FMC as the case may be. The Developer undertakes that in case of cancellation of the Development Agreement, the Developer shall return all the title deeds to the Owners within 30 days of such event. The said amount shall only be used for the construction/development of the said Project.

- 7.3 Till handing over the title deeds to the Developer/Financers as mentioned hereinabove, the Owners have agreed to hold the said Title Deeds in trust and for the purpose of giving effect to this agreement and shall keep the same in safe custody

ARTICLE VIII - LICENSE TO ENTER UPON THE SAID PROPERTY

- 8.1 Upon sanction of the plan or even prior thereto as the Developer in its absolute discretion may deem fit and proper, the Developer shall be entitled, as a Licensee of the Owners, to enter upon the said Property for the purpose of undertaking the work of construction erection and completion of the said Building Complex in accordance with the said Plan to be sanctioned by Kolkata Municipal Corporation it being expressly agreed that the Developer in its absolute discretion shall be entitled to enter upon the said Property and/or any part or portion thereof for the purpose of undertaking preliminary works such as:
- i) Carrying out a survey of the said Property
 - ii) Causing the soil to be tested
 - iii) To undertake all other preliminary work for the purpose of undertaking development of the said Property

IT BEING made expressly clear that the possession of the said Property is not being given nor intended to be given by the Owners to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act 1882 read with Section 2 (47)(v) of the Income



Tax Act 1961 it being expressly agreed and declared that juridical possession of the said Property shall always vest in the Owners until such time the development is completed in all regards.

8.2 Upon sanction of the said Plan and other permissions being obtained for undertaking construction the Developer shall -

- i) immediately commence and/or proceed diligently to execute and complete the development and in this regard the Developer at its own cost shall be entitled to demolish the existing building and/or structures standing thereon and all debris accruing there from shall be shared between the Developer and the Owners in such manner as may be mutually agreed upon
- ii) proceed diligently and execute and complete the development in a good and workmanlike manner with good quality materials
- iii) execute and complete the development in accordance with the approved plan and shall obtain all permissions that may be necessary and/or required and shall comply with the requirements of any statutory or other competent authority and the provisions of this agreement

ARTICLE IX - CONSTRUCTION AND COMPLETION OF THE PROJECT

9.1 Unless prevented by circumstances beyond its control, the Developer shall construct erect and complete the said Project within a period of 54 months from the date of receipt of all approvals for commencement of construction including sanction plan or receipt of complete vacant possession, whichever is later with a grace period of 6 (six) months (hereinafter referred to as the COMPLETION DATE). The Developer shall be free to plan, commence and continue the construction and

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development of the Said Property or any part thereof in one or more phases as the Developer may deem fit and proper

- 9.2 The said New Building and/or Buildings and/or Project shall be deemed to have been completed if made fit for habitation and certified so by the Architect and all costs charges and expenses for construction erection and completion of the said new building and/or buildings and/or Building Complex (hereinafter referred to as the CONSTRUCTION COSTS) shall be paid borne and discharged by the Developer.
- 9.3 While undertaking the said Project, the Developer shall be liable and agrees:
- i) immediately commence and/or proceed diligently to execute and complete the development and in this regard the Developer shall be entitled to demolish the existing structures standing thereon and all debris accruing therefrom shall belong to the Developer and the Owners in such proportion as may be mutually agreed upon.
 - ii) proceed diligently and execute and complete the development in a good and workmanlike manner with such materials and/or specifications as may be recommended by the architect
 - iii) execute and complete the development in accordance with the approved plan and shall obtain all planning permissions which may be necessary and/or required and shall comply with the requirements of any statutory or other competent authority and the provisions of this agreement.
 - iv) The Developer in the name of the Owners shall be entitled to apply for and obtain all permissions approvals and/or sanctions as may be necessary and/or required and for the aforesaid purpose it has been agreed that the Owners shall each execute a

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General Power of Attorney in favour of the Developer or its nominee and/or nominees.

- v) The Developer shall at its own costs and expenses and without creating any financial and other liability on the Owners construct and complete the New Buildings and/or Project in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by the Developer.
- vi) All costs charges and expenses including taxes and Architect's fees accruing due after the execution of this Agreement shall be paid borne and discharged by the Developer and the Owners shall bear no responsibility in this context.
- vii) The Developer hereby undertakes to keep the Owners indemnified against all actions suits costs proceedings and claims that may arise out of the Developer's action with regard to the development of the said Property and/or in the matter of construction of the said new building and/or buildings and/or for any defect therein.
- viii) If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise of the Developer, the Architect or their labourers or contractors, the same shall be on account of the Developer or its contractors and the Owners shall be fully absolved of any liability or claims thereof or therefrom.
- ix) The Owners and/or person and/or persons authorized by them shall be entitled to inspect the progress of the work of construction and in any event the Developer has agreed to



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periodically keep them informed about the progress of the work of construction and in the event of there being any defect or deviation detected then and in that event the Developer at its own cost shall cause the same to be cured

9.4 **MANAGEMENT, CONTROL & AUTHORITY:** With effect from the date of execution of this Agreement, the Developer shall have exclusive and unobstructed right to administer the Project till the formation of the Association or such earlier time as the Developer may desire. The Owners hereby agree and confirm that the Developer shall have all the authority to

9.4.1 Carry out the planning and development of the Project including the following to set up the site office, put up the hoardings/boards, bring out brochures /advertisements/ digital marketing in its own name and commence the preparatory works for Transfer of the proposed Project at the Developer's cost.

9.4.2 to display the board/hoardings/signage of the Developer at the said Property and the Building Complex

9.4.3 to apply for and obtain all permissions, approvals and clearances from any Appropriate Authority for all or any of the purposes connected with the planning or development or Transfer of the Building Complex from the Government or any other person and to pay various fees, costs and charges to the concerned authorities as may be necessary for the purpose of carrying out the development work on the said Property and to claim refund of such deposits so paid and to give valid and effectual receipts in connection with the refund of such deposits in its own name or in the name of the Owners or in the joint names, as may be required

9.4.4 To obtain the necessary partial and/or full Completion/Occupancy Certificate from the Kolkata Municipal Corporation.

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ARTICLE X – REVENUE SHARING

- 10.1 In consideration of the above and keep in view the marketing expertise of the Developer it has been agreed that the entirety of the constructed area forming part of the development shall be sold and marketed by the Developer and the Developer shall be entitled to enter into agreement for Sale in respect of the various flats units apartments constructed spaces and car parking spaces forming part of the development and to receive realize and collect the sale proceeds and other amounts and the Owners shall be necessary party to such sale agreement
- 10.2 Subject to the applicable provisions of the Real Estate (Regulation & Development) Act, 2016 (RERA) and the rules and/or regulations in respect thereof and/or made thereunder, together with any and all modifications, amendments etc. thereto (whether subsisting as on the Execution Date or enacted thereafter) including those provisions which mandate transfer of all the amounts realized from the allottees/intending transferees of any real estate project to a separate master bank account for the said project as also those which regulate the procedure of withdrawal from such separate master bank account and the sales proceeds in respect of the saleable area and the car parks attributable to the said Property shall be distributed in the manner as follows,
- (i) 34% (Thirty Four percent) of the amounts comprising the Sale Proceeds shall belong to the Owner No 1 (**Owner No. 1 Share**). Notwithstanding the sharing ratio mentioned in this Clause 10.2 (i), it is clarified that (1) Owner No .1 Share mentioned in this Clause is based and calculated on the development of the Said Property, described in the Second Schedule below and subject to the actual physical measurement (2) in the event of the Additional Lands being developed as a part of the Project as envisaged in



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Clause 19 below, then and in such event the Owner No .1 Share of 34% (Thirty Four percent) shall be recalculated and revised proportionately (i.e. the sharing ratio shall decrease in proportion to the additional lands included in the Project which is explained by way of an example in Clause 19.6 (3) such recalculation and revision of the sharing ratio shall be done such that the Owner No .1 Share shall at all times be equivalent to 34% (Thirty Four percent) of the sale proceeds arising from the sale of the Saleable area comprised in the land parcel equivalent to the measurement of the Said Property and (4) in the event the Owner No .1 Share is revised and recalculated in the aforesaid circumstances, the Parties may record their respective final revenue sharing ratios in the Project in another separate supplementary agreement, which may be executed by the Parties prior to the sanction of the Building Plans and commencement of sale of the Project.

- (ii) 21.5% (Twenty-One point five percent) of the amounts comprising the Sale Proceeds shall belong to Owner No. 2 (**Owner No. 2 Share**). Notwithstanding the sharing ratio mentioned in this Clause 10.2 (ii), it is clarified that (1) Owner No .2 Share mentioned in this Clause is based and calculated on the development of the Said Property, described in the Second Schedule below and subject to the actual physical measurement (2) in the event of the Additional Lands being developed as a part of the Project as envisaged in Clause 19 below, then and in such event the Owner No. 2 Share of 21.5% (Twenty One point five percent) shall be recalculated and revised proportionately (i.e. the sharing ratio shall decrease in proportion to the additional lands included in the Project which is explained by way of an example in Clause 19.6 (3) such recalculation and revision of the sharing ratio shall be done such that the Owner No .2 Share shall at all times be equivalent to 21.5% (Twenty One point five percent) of the sale proceeds arising from the sale of the Saleable area



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comprised in the land parcel equivalent to the measurement of the Said Property and (4) in the event the Owner No .2 Share is revised and recalculated in the aforesaid circumstances, the Parties may record their respective final revenue sharing ratios in the Project in another separate supplementary agreement, which may be executed by the Parties prior to the sanction of the Building Plans and commencement of sale of the Project.

Owner No.1 Share and Owner No. 2 Share shall collectively be referred to as the **Owners Share**

- (iii) 44.5% (Forty-Four point five percent) of the amounts comprising the Sale Proceeds shall belong to the Developer ("**Developer's Share**"). Notwithstanding the sharing ratio mentioned in this Clause 10.2 (iv), it is clarified that (1) the Developer's Share mentioned in this Clause is based and calculated on the development of the Said Property, described in the Second Schedule below and subject to the actual physical measurement and (2) in the event the Developer's Share is revised and recalculated due to the Additional Lands being developed as a part of the Project as envisaged in Clause 19 hereinbelow, the Parties may record their respective final revenue sharing ratios in the Project in another separate supplementary agreement, which may be executed by the Parties prior to the sanction of the Building Plans and commencement of sale of the Project;

- 10.3 It being unequivocally agreed and understood between the Parties that all amounts to be paid, deposited, reimbursed etc. by any Intending Transferees shall be received by the Developer in its own name and to be first deposited in a separate Escrow Bank account to be opened by the Developer for the Building Complex. The Developer shall provide a monthly bank statement along with a details break up statement of the



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intending purchaser's flat owner's break-up head of the amounts received to the Owners.

10.4 Subject to the provisions of Clauses 10.2, 10.5 and 10.7, the Owners and the Developer's Share shall be paid/disbursed to the Owners and the Developer on a monthly basis

(a) deduction of the then applicable tax deductible at source; and

(b) deduction of the Taxes, if any, payable on account of Owners and Developer from their respective shares.

(c) deduction of the Brokerage and Marketing Expenses; and

(d) In case for any reason the Developer shall not pay the Owners share within 30 days of the receipt of payment from the intending purchasers then the Developer shall pay to the Owners, interest @ 9% of such delay period.

10.5 Notwithstanding anything to the contrary stated anywhere in this Agreement, the liability of the Developer to disburse from time to time the Owners Share shall always remain subject to the relevant provisions of the RERA and the rules and/or regulations in respect thereof and/or made thereunder, each together with any and all modifications, amendments etc. thereto (whether subsisting as on the Execution Date or enacted thereafter) including those provisions which mandate transfer of all the amounts realized from the allottees/intending transferees of any real estate project to a separate Master bank account for the said project as also those which regulate the procedure of withdrawal from such project master account. The Owners undertakes and covenants not to make/raise any demand on the Developer under any circumstances whatsoever or howsoever to disburse/pay any part or portion of the Owners Share from such project master account which in the opinion of the Developer, would be contrary to the laws/statutes/rules governing the same provided however that as and when any amount is withdrawn from the said separate bank account



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subject to and/or in compliance with applicable statutory provisions and procedures, such withdrawals shall be in accordance with the provisions of Clauses 10.2 and 10.4.

- 10.6 In addition to the sale proceeds to the part form of the Developer's Share the Developer shall be entitled to retain all amounts paid by the intending transferees on account of Deposits, Extra Charges and /or any other amount not forming part of the sale proceeds. The aforesaid amounts on account of Deposits to be retained by the Developer shall be made over by the Developer to the Holding Organisation upon its formation after adjustment of expenses if any.
- 10.7 After the sanction of the building plan if the Owners and the Developer retain any Units, the same shall be allotted/allocated exclusively to the Owners and the Developer respectively in pari passu basis (Allocated Area). The Owners shall pay GST, if any on the allocated space. However, it is agreed herein that the Owners shall not sell its share of the Allocated Area prior to completion of 1 year from the date of receipt of the completion certificate of the said Property. The Owners will take physical possession and allotment within 6 months after the completion certificate as an unsold area of the Owner's Allocation. However, it being agreed that the said GST shall be payable by the Owners on receipt of the completion certificate or earlier if there is a change in applicable law. However, the Owners will be liable to pay to cost for Extra charges and Deposits at the time of taking possession after completion and no Brokerage shall be charged by the Developer on such units retained by the Owners. The Developer will fully complete the construction of the said Allocated Area as per the other portion of the project. Notwithstanding anything stated elsewhere, it being clarified that if the Owners or the Developer retains any Units, then in such evening the sharing of the Sales Proceeds as provided hereinabove shall be reduced accordingly.



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- 10.8 It is hereby expressly agreed and declared that it is the intention of the parties to commercially exploit the aforesaid Property to the hilt and to share the revenue in the ratio as aforesaid and as such the Developer shall be entitled to enter into agreements in its own name with the intending transferees and/or assignees in respect of the various flats units apartments constructed spaces and car parking spaces forming part of the development and to receive realize and collect the sale proceeds and other amounts in its own name and the Owners agree to join as parties to any agreements which may be entered into by the Developer.
- 10.9 It is agreed between the parties that Owners and Developer will hold the meeting before launching for the minimum sale price with respect to the constructed area and Car Parking Space. For any major decision for sale, the parties may hold meeting. If the Owners do not agree to the minimum sale price, then in such event the Owners Share shall be allocated to the Owners and the Owners shall be entitled to sell its allocation subject to the condition that it shall not be sold at a price lesser than the price sold by the Developer to the Intending Transferees at that point of time. In case of allocation the Owners shall be liable to pay GST to the Developer as per applicable law.
- 10.10 The Developer shall maintain the books of accounts and other papers connected with transfer of the development at its registered office and the Owners or any person authorised by them shall be entitled to take inspection of such books of accounts and other related papers and shall give monthly sales reports to the Owners. The accounts as on any given date shall be deemed to be final and accepted (save for any errors or omissions on the face of the record) if no objection from any party is received in respect thereon within 45 (forty-five) days of such given date.



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10.11 It is hereby expressly agreed and declared by and between the parties hereto that in the event of any agreement is terminated and any amount is to be refunded to the intending transferees, the parties hereto shall make payment of the same in proportion to their respective share in the revenue.

10.12 It is hereby expressly agreed and declared by and between the parties hereto that in the event of any agreement with the intending transferee is terminated and any amount is to be refunded to the intending transferees, the parties hereto shall make payment of the same in proportion to their respective share in the revenue. In case any liability, interest, damage or compensation is payable to any Transferee or other person relating to the Project, owing to delay or default on the part of the Owners in compliance of its obligations as agreed herein towards them in accordance with the agreements to be entered with the Transferees, the same shall be payable by the Owners exclusively as per their land holding. In case any liability, interest, damage or compensation is payable to any Transferee or other person relating to the Project, owing to delay or default on the part of the Developer in compliance of its obligations towards them in accordance with the agreements to be entered with the Transferees, the same shall be payable by the Developer exclusively.

10.13 The Intending Transferees shall be entitled to take housing loans for the purpose of acquiring specific Units and Saleable Areas from banks, institutions and entities granting such loans. The Owners and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents etc. as be required in this regard by such banks, institutions and entities Provided That there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Project/said Property except the



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Unit and appurtenances under Transfer and save those occasioned due to cancellation of the agreement with the Transferee.

ARTICLE-XI-BORROWING & FUNDING FOR THE PROJECT

- 11.1 For the purpose of raising funds for the execution and implementation of the Project, the Owners shall, at the request of the Developer and from time to time as the Developer may deem necessary, cause such parts or portions of the said Property as determined by the Developer from time to time together with all rights in respect thereof to be charged or mortgaged or encumbered including by way of equitable mortgage by deposit of the original Title Deeds and the originals of the other deeds and documents, if any as determined by the Developer, in favour of bank(s) and/or financial institution(s) identified by the Developer whereupon the Developer shall hand over the originals of the Title Deeds and of the other deeds and documents, if any as determined by the Developer pertaining to the concerned said Property to the aforesaid bank(s) and/or financial institution(s) identified by the Developer, and the Owners and Confirming Party shall do, carry out, execute and perform each of the several acts, deeds and things in respect of creation of such mortgage, charge etc. including procuring permissions if any required for the same, and signing, executing and delivering all deeds and documents as may be requested for and provided by the Developer.
- 11.2 It is clarified and understood that for the aforesaid purpose of raising funds for the execution and implementation of the Project, the Developer shall also be entitled to create a charge/mortgage/Encumbrance on all and/or any of the building(s) and other construction(s) and/or structure(s) constructed/erected on the said Property Land but it being agreed and undertake by Developer that no charge/mortgage shall be created over the Owners Share for such borrowings, and the Owners shall execute and/or cause the execution of such documents and deeds, and furthermore shall do, execute and perform and/or cause the doing, execution and



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performance of such acts, deeds and things as may be requested for from time to time by the Developer in respect thereof.

- 11.3 The Developer shall remain liable and responsible for the repayment of the aforesaid specific borrowings and shall keep each of the Owners safe, harmless and indemnified in respect thereof, it being agreed and understood that no charge shall be created over the Owners Share and for such borrowings.
- 11.4 The Owners also undertakes to execute, submit and make all statutory filings pertaining to the creation of the aforesaid mortgage, charge etc. pertaining to their respective Land Parcels at the cost of the Developer if any.
- 11.5 Without prejudice to the abovementioned obligations of the Owners, the Owners shall authorize and empower the Developer and/or its nominee(s) to do, carry out, execute and perform various acts, deeds and things in respect of the creation of such mortgage, charge, Encumbrance etc. including signing and executing all necessary deeds and documents.
- 11.6 The Owners shall also provide and render all necessary co-operation and assistance to the Developer as may be required to amend or extinguish any of the aforesaid mortgage rights and/or other Encumbrances.

ARTICLE XII - AUTHORITY BY THE OWNERS

- 12.1 For the purpose of giving effect to this Agreement the Owners hereby authorised the Developer to do the following acts deeds and things:
- i) Take charge of the said Property as "Licensee" and to run, administer and manage the same at its sole and absolute discretion, risk and cost for the purposes of this Agreement and implementation of the Project. The Developer and its employees,



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officers servants, agents, contractors, workers etc. shall have the authority to enter upon the said Property for the purpose of carrying out survey, measurements, preparing and getting revised plans approved for the development of the said Property and incidental purposes and to enable the Developer to commence the development thereof and to do all requisite works and things in that behalf.

- ii) Enter into and upon the said Property and/or any part or portion thereof, to move men, materials, and equipment into the same and to deploy them in the construction activity thereon.
- iii) Commence the development, carry on and complete the Project, and to do and perform all acts, deeds and things required for commencing such development and carrying on and completing the Project.
- iv) Supervise and monitor the Project till the Project Completion Certificate in respect thereof is obtained from the concerned Authorities and to ensure that the development is carried out strictly in accordance with the said Plan.
- v) Render all other management, technical, marketing, financial and professional know how which may be necessary for the successful completion of the Project in a timely manner.
- vi) Upon execution of the Agreement and until completion of the Project, to make payment of all taxes, cess, duties, levies, deposits and outgoings of whatever nature, payable in respect of the Said Property and to obtain proper receipts and discharges thereof and until then it shall be the responsibility and obligation of the Owners to pay and discharge the same and shall keep the Developer saved harmless to that extent.

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vii) Negotiate for and raise loans or funds for the development and completion of the Project and to create mortgage, charge or other encumbrance on the Said Property and execute and register necessary documents and instruments for the purpose. For this purpose, the Owners shall keep deposited with the concerned Bank/Financial Institution or other parties from whom the finance will be arranged the complete title deeds of the said Property and the Developer alone shall solely be liable for repayment of any such loans raised against such mortgage and/or such penalties imposed for default in repayment. On its part, the Owners shall facilitate such loans by creating an appropriate mortgage, charge or other encumbrance on the said Property or part thereof, and executing and registering necessary documents and Instruments for the purpose, if so desired, by the Developer in that behalf but it being agreed and undertake by Developer that no charge/mortgage shall be created over the Owners Share for such borrowings.

viii) To appear before the concerned registration and other Authorities for the purpose of registering any documents and instruments and to present the same before them and admit the execution thereof and to do all such acts, deeds, matters and things as may be necessary or advisable for the purpose of transfer of the said development to various Transferees. On its part, the Owners shall execute and register such documents and instruments for the purpose of perfecting the title of the intending purchasers.

ix) Sue, commence, institute, continue and prosecute any actions, suits or proceedings before any court, tribunal or quasi-judicial or judicial authority or other Authority (ies) whomsoever or any other proceeding which may be considered necessary or proper in or about for the execution of any of the powers and authorities hereby given and/or relating or pertaining to the Said Property or



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the Project and to prosecute and follow up or discontinue and withdraw the same with or without leave to institute fresh proceedings and to levy execution or to enter satisfaction upon any judgment or otherwise to act therein as it may deem fit or expedient, without being personally liable and/or responsible for any loss that may result therefrom.

- x) Collect and receive from the intending purchasers of the development consideration that is payable by such Transferees including various amounts on account of advances and deposits and for that purpose to make, sign, execute and/or give proper, effectual and lawful discharge for the same and also on non-payment thereof or any part thereof to enter upon and restrain and/or take legal steps for the recovery thereof or to eject such defaulting purchasers and/or transferees as the case may be.
- xi) To do all acts, deeds, things and matters as may be necessary to market and transfer the development and/or to carry out or complete the Project and for this purpose :
- xii) Advertise or market the Said Property in its own name and/or the development and receive monies thereof; and/or
- xiii) To make, sign, submit, execute, apply, present, endorse, file, re-file, amend, attest, verify, declare, receive back, withdraw any documents, Project drawings, notices, petition/s, declaration/s statements for the purposes of obtaining Approvals in connection with the Development and/or carrying out or completing the Project; and/or any documents, instruments and take all necessary steps for the registration of the co-operative society/association and/or any other legal entity or corporate body comprising of Transferees of the Said Property under the provisions of the relevant applicable laws including RERA and appear before the concerned Authority (ies) as and when necessary and required; and/or



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- xiv) any documents, instruments to raise loan from any financial institutions or banks for the purpose of construction of the buildings, residential units, forming part of the Development and/or carrying out or completing the Project and to repay the same and to provide, and request the Owners to provide, original title documents, instruments, writings and deeds connected therewith as security for the same; and/or
- xv) correspond with Authorities for the purposes of obtaining Approvals in connection with the Development and/or carrying out or completing the Project; and/or
- xvi) apply for modifications, alterations and/or changes in the Project drawings and/or Approvals and/or revalidation of the Project drawings and/or Approvals directly or through its representatives; and/or
- xvii) pay fees, charges, deposits and securities that may be payable in order to obtain the Approvals from the Authority (ies) to carry out the Development and complete the Project and for that purpose to execute any Documents and/or Instruments as may be required to be given to the Authority (ies); and/or
- xviii) obtain refund of deposits, scrutiny fees and/or other charges paid by the Developer to concerned Authority(ies) to carry out the Development and complete the Project and to obtain refund on that behalf and for that purpose to execute any documents and/or instruments as may be required to be given to the Authority (ies); and/or mutation, assessment of the Said Premises and/or the said Property in the concerned records of the concerned Authority (ies); and/or
- xix) request the Owners to sign any and/or all documents and instruments, necessary or proper to carry into effect any of the powers and authorities hereby given; and to do all such acts, deeds and things that may be necessary to do the above.



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- 12.2 For the purpose of carrying out the aforesaid acts, if required by the Developer, the Owners shall execute a separate power of attorney to enable the Developer to do any or all of the aforesaid acts deeds and things it being agreed that in the event any the abovementioned powers/authorities are granted/delegated by the Developer to any nominee(s) of the Developer, then the Developer shall keep the Owners indemnified against any loss and damage that may be suffered or incurred or sustained by the Owners due to any established prejudicial acts of such nominee(s) of the Developer.
- 12.3 The Owners acknowledge and accept that by virtue of this Agreement, the Developer has acquired a substantial interest and right in the said Property, and thus, each of the powers granted and/or to be granted from time to time in favour of the Developer and/or its nominees(s) including those granted under these presents as also under the abovementioned and several other power(s) of attorney that may be executed from time to time, being coupled with interest and consideration, are and shall at all times remain irrevocable.
- 12.4 It is further clarified and understood that despite the grant of the aforesaid powers and authorities in favour of the Developer, the Owners shall, as and when requested by the Developer, themselves sign, execute and register/lodge for registration such deeds, documents, applications, etc. as may be requested from time to time by the Developer.

ARTICLE XIII -TITLE OF THE SAID PROPERTY

- 13.1 The Developer can conduct Due Diligence of the said Property and the Owners shall provide all documents as and when desired for completion of Due Diligence in respect of Title of the said Property.
- 13.2 The execution of this Agreement and/or the due-diligence investigations, inspections, observations, reviews etc., to be conducted



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by/of the Developer in respect of the said Property shall not be deemed to mean and/or construe acceptance and/or confirmation by the Developer of the freehold title of the Owners, and thus the same shall not release the Owners from any of their obligations under this Agreement or derogate from their representations hereunder, and furthermore the same shall not impose any liability on the Developer, it being agreed and understood that the Developer has executed these presents solely and exclusively relying upon and based on the representations of the Owners.

- 13.3 The entering into the transaction stated herein and/or the conduct of the due-diligence investigations shall neither derogate from the rights and/or claims of the Developer under this Agreement
- 13.4 In the event at any time any of the Parties hereto become aware of any Encumbrance to and/or defect in the title of and/or any other issue pertaining to any of the Land Parcels and/or said Property and/or in the event any Encumbrance(s) and/or defect(s) in the title of any Land Parcel and/or any part or portion of the said Property and/or any other issue is ascertained by the Developer, the concerned Party shall immediately inform the Owners Authorised Representatives or the Developer, as the case may be, of the same.
- 13.5 In the event the Developer is of the opinion that any Encumbrance to/over and/or title defect and/or any other defect, issue etc. in any of the Land Parcels forming part of the said Property severally or materially affects the rights and/or interests of the Developer, the Parties shall mutually discuss the mode, manner and the time period within which such Encumbrance and/or defect and/or issue is to be resolved/rectified by the Owners at the cost and expense of the Owners, such that the rights and interests of the Developer to/over the said Property as also the right of the Developer to develop and deal with the Project is and remains unhindered and without any Encumbrance. The Owners shall resolve/rectify such Encumbrance(s) and/or defects



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to the satisfaction of the Developer ("Title Rectification") within the aforesaid mutually agreed time period ("Rectification Period").

ARTICLE XIV -REPRESENTATIVES

14.1 APPOINTMENT OF OWNERS REPRESENTATIVE

14.1.1 For the purpose of giving effect to this agreement and implementation thereof it has been agreed that Shri Kishan M Agarwal and Mr. Arun Sancheti shall be deemed to be the authorised representative for and on behalf of the Owners for the following purposes:

- i) the giving and receiving of all notices, statements and information required in accordance with this agreement
- ii) performance and responsibilities of the Owners in connection with the Development
- iii) For such other purposes for the purpose of facilitating the work of completion of the said project in terms of this Agreement

14.2 APPOINTMENT OF DEVELOPER'S REPRESENTATIVE

14.2.1 For the purpose of giving effect to this agreement and implementation thereof it has been agreed that Shri Arun Kumar Sancheti be deemed to be the authorised representative of the Developer for the following purposes:

- i) the giving and receiving of all notices, statements and information required in accordance with this agreement
- ii) performance and responsibilities of the Developer in connection with the Development
- iii) For such other purposes for the purpose of facilitating the work of completion of the said project in terms of this Agreement

14.3 It is hereby expressly made clear that any act, deed or thing done by any of the authorised representatives shall be final and binding on the parties to whom such authorized representative belongs.



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ARTICLE XV - DOCUMENTATION

- 15.1 The Developer shall have the right to enter into, sign, execute and deliver all documents, deeds, etc. for Transfer etc. of any space, area, unit, open or covered area(s), etc. and/or for granting any manner of right or interest in/to and/or the permission to use any space or area (open or covered) at any part or portion of the Project in terms of these presents and/or in respect of any part or portion of the said Property, each in its own name, in such a manner as the Developer may determine at its sole and absolute discretion.
- 15.2 The format and contents of each of the agreements, deeds, documents etc. pertaining to the Transfer of any part or portion of the Project shall be such as determined by the Developer.

ARTICLE XVI - MAINTENANCE OF THE COMMON PARTS AND PORTIONS FORMING PART OF THE SAID PROJECT

- 16.1 The Developer shall be entitled to frame necessary rules and regulations for the purpose of regulating the user of the various units forming part of the said project and each of the intending purchasers acquiring a unit/space in the said project shall be liable and agrees to observe such rules and regulations as shall be framed from time to time and shall also be liable to contribute the proportionate share on account of the maintenance charges. The Owners and the Developer and all Transferees of their respective allocations shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Developer and adopted for or relating to the Common Purposes of managing, maintaining, administering, up-keep and security of the Project and in particular the Common Areas and Installations.

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16.2 The Developer shall upon Completion of Construction of the Project form one or more Maintenance Company and/or Association for the Common Purposes and till then, the Developer or its nominee shall be in charge for the Common Purposes. It is expressly agreed and understood that so long as the Developer or its nominee be the Maintenance In-charge, the Owners and/or their nominees or transferees shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred. Further, the Developer shall not be bound to continue with such responsibility of administration of the Common Purposes beyond 6 (six) months from the Completion of Construction of the Building Complex.

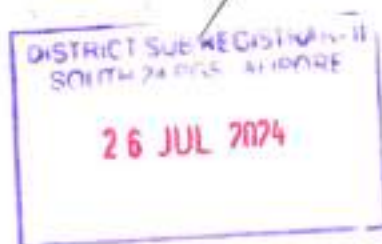
16.3 Until the formation of the Association and handover of the charge of the Common Purposes or any aspect thereof to the Association, the Developer shall be free to appoint different agencies or organizations for any activities relating to Common Purposes at such consideration and on such terms and conditions as the Developer may deem fit and proper in consultation with the Owners. All charges of such agencies and organizations shall be part of the Common Expenses.

ARTICLE XVII - FORCE MAJEURE

17.1 The Developer shall not be liable for delay in completion of the said Project or failing to perform any of its obligations if prevented either directly or indirectly by any of the following :

- a) Any causes beyond the Developer's reasonable control
- b) Acts of God
- c) Acts (including failure to act) of any governmental authority (de jure or de facto) wars (declared or undeclared)
- d) Governmental priorities, riots, revolutions, strikes





- e) Fires, floods, sabotage, nuclear incidents, earthquakes, storms epidemics, pandemics, tempests
- f) Local problem and/or local disturbance.
- g) Any prohibitory order from the court, Kolkata Municipal Corporation and other authorities.
- h) Change in Law, Rules and Regulations, injunctions, prohibitions, or stay granted by the court of law, Arbitrator, or Government;
- (i) Non-functioning of any existing or new Appropriate Authorities due to any reason whatsoever

ARTICLE XVIII - BREACHES

- 18.1 In the event of the Owners failing to make out a marketable title or failing to cure and/or remedy any defect in title or failing to perform and fulfill any of the conditions precedent then and in that event the Developer shall be entitled to cancel and/or rescind this agreement and claim reimbursement of the all costs charges and expenses incurred till then together with damages and interest @ 8% per annum on the all such amounts and the Developer and/or shall be further entitled to separate the said Property from the Additional Lands at its own discretion. None of the parties shall cancel and/or rescind this Agreement unless major breach of the Agreement and in the event of default on the part of either party (hereinafter referred to as the Defaulting Party) the other party shall be entitled to rectify the same within 90 days failing whereof either the agreement will be terminated or damages to be paid by defaulting parties.

ARTICLE XIX - ADDITIONAL LANDS

- 19.1 This joint development agreement pertains to the said Property it being made expressly clear that in the event of the Developer or its nominee and/or nominees acquiring any adjacent and/or contiguous lands the

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Developer shall be entitled to undertake development of the said adjacent and/or contiguous lands entirely on its own account without any right on the part of the Owners or any person or persons claiming through or under it excepting that the Owner No. 1 shall be entitled to the Sales Proceeds of 4 % of Saleable area accruing consequent to sale and transfer of the various flats units apartments constructed spaces and car parking spaces attributable to the said adjacent and/or contiguous lands comprised in LOT A, LOT B and LOT C (as defined hereinafter) after adjusting and appropriating therefrom on account of Brokerage @ 2% of the Total Sales Proceeds and on account of marketing costs @ 1% of the Total Sales Proceeds. It being agreed that if the Saleable area used by the Developer or its Director or its nominees(Dugar family) for their own residential housing/apartments subject to maximum of 30000 sqft, then in such event the Owner No. 1 shall not be entitled to 4% on such saleable area.

- 19.2 In regard to the scheme of development of the Project/Said Building Complex it is clarified that (1) the Developer intends to enter into a contract with the owners of the adjacent parcel of land measuring approximately 55 cottah 1 chittack and 14 square feet, more or less, comprised in Dag No. 662 and 668 (hereinafter referred to LOT A Land and morefully described in the Part I of the Third Schedule) and land measuring approximately 75 cottah, more or less, comprised in Dag No. 660 and 661 (hereinafter referred to LOT B Land and morefully described in the Part II of the Third Schedule) and land measuring approximately 163 Cottahs (more or less), more or less, comprised in CS Dag No. 669, 670, 671, 672, 673, 683 and 684, Mouza Tangra, J.L.No.5, Sub Division N, Grand Division IV (hereinafter referred to LOT C Land and morefully described in the Part III of the Third Schedule) (LOT A , LOT B and LOT C are collectively referred to as the Additional Lands) for the development of the Additional Lands (2) the Developer intends to develop the Said Property and the Additional Lands as a single and composite project with Common areas and amenities



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sharing, (3) the Owners and/or the their nominees or the Intending Transferees of the Project shall have no right in respect of Lot A and Lot B Land and the same shall exclusively belong to the Developer and/or its Director and/or nominees for their own residential purpose and the Owners have agreed to the aforesaid scheme of the Developer and further undertake not to raise any objection or hindrance in this regard and (3) in the event of the Said Property being developed together with the Additional Lands, the Owners agree to cooperate and also sign/execute any necessary documents required by the Developer for the inclusion of the Additional Lands as a part of the Project. The areas of Lot A, Lot B, Lot C are subject to changes as determined by the Developer. If any further Additional Land is added the Owner No.1 shall be entitled to 4% on Sales Proceeds related to such Additional Land.

- 19.3 The Developer shall be entitled to cause the said Additional Lands to be amalgamated with the said Property and for the aforesaid purpose the Owners shall sign and execute all applications deeds documents and other instruments as may be necessary and/or required and in any event the Developer as the Constituted Attorney of the Owners shall be entitled to sign and execute the same for and on behalf of the Owners and the Owners consents to the same. The cost of such amalgamation shall be borne by the Developer. It being clarified that on amalgamation the Developer shall develop the said Property and the Additional Lands as a Project which at the discretion of the Developer shall be developed in Phases. Further the sales proceeds arising of the project comprising the said Property and the additional lands shall be distributed as per the physical land area occupied by the Owners and the owners of the Additional Lands. The Owners along with the owners of the Additional Lands shall enter into a separate agreement wherein the ratio of each Owner (as per this agreement) and the Developer in the Sales Proceeds shall be provided therein. It being further clarified that the Developer at its discretion may exclude any Additional Land to form part of the



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Project or may include any other adjacent land to be part of the Additional Lands and the Owners shall raise no objection whatsoever and howsoever and this Agreement itself shall be treated as the consent of the Owners, however, Developer shall inform the Owners about the same.

19.4 The Developer has further clarified to the Owners that the land comprised in Lot A and Lot B Land (more fully demarcated in the Plan annexed hereto) shall exclusively and irrevocably belong and used by the Developer and/or its partners and/or its nominees for residential apartment/bungalow and the Owners shall have no claim over the said lands, however the FAR allocable to the said Lot A and Lot B after providing for the area used for the residential apartment/bungalow by the Developer and/or its partners and/or its nominees, shall be used in the said Property along with Lot C. Further it being again made clear that the passage for ingress and egress to the said Lot A and Lot B shall be through the said Property and Lot C and the Owners and/or their nominees and/or the Intending Transferees shall have no claim over part of the said passage and neither can use the said passage of Developer's or its nominees Bungalow and it shall be irrevocably used by the Developer and/or its partners and/or its nominees for the benefit and enjoyment of the residential apartment/bungalow to be constructed over the Lot A and Lot B Land. The said passage shall be treated as a perpetual right of easement granted by the Owners in favour of the Developer and/or its partners and/or its nominees. However, the other common areas (including common passages) of the said project shall be used by the intending transferees of the Project.

19.5 The Owner No. 1 hereby declare that the Owner No.1 Share and or the entitlement as per this Development Agreement as explained in Clause 19.6, shall be distributed between the partners of Owner No.1 in the following manner/ratio:





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Kishan Mirania Agarwal – 17.96%

Bishan M Agarwal- 17.96%

Fresh Byte Buildtech LLP- 4.13%

Suman Estates Private Limited- 0.05%

KBK Buildwell Private Limited- 0.05%

Heartland Realty LLP – 0.05%

PK Credit Services Private Limited- 11.00%

Jagmata Sales Private Limited- 13.60%

No. One Management Services LLP- 35.20%

It has been agreed that the said distribution shall done by the Owner No.1 interse amongst the Partners. The Owner No.2 or the Developer shall have no say or liability with regard to the same.

- 19.6 For the sake of convenience it is explained by way of an example wherein say the total saleable area of the Project comprising of the said Property and the Additional Lands (as defined below) is 9,05,000 square feet and the total land area in the said Project is say 350 Cottahs (more or less) out of which the physical area comprised in the said Property is 78 Cottahs. Thus in such event, the Owner's Share shall be:

Total Saleable Area $(350 \times 3.6 \times 720) = 9,05,000$ sqft (more or less)
Saleable Area proportionate to the physical area comprised in the said Property = $(9,05,000 \times 78 / 350) = 201685$

Thus Sales Proceeds of the Saleable Area to be shared between the Owners and the Developer= 201685 square feet



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Owner No.1 Share would be = $(201685 \times 34\%) + ((9,05,000 - 201685 - 30000) \times 4\%) = (68573 + 26933) = 95506$ square feet or $(95506 / 9,05,000 \times 100\%) = 10.55\%$ share in the Sales Proceeds of the entire Project

Owner No.2 Share would be = $(201685 \times 21.5\%) = 43362$ square feet or $(43362 / 9,05,000 \times 100\%) = 4.79\%$ share in the Sales Proceeds of the entire Project

The said sharing is subject to Clause 10.7 hereinabove

Developer's Share in respect of the said Property would be = 62817+ and the share in the Additional Lands as per the agreement with the additional land owners

After providing for the Owners Share and the Developer's Share the remaining share shall belong to the Owner's of the Additional Lands.

ARTICLE XX - MISCELLANEOUS

- 20.1 EFFECTS OF THE DEVELOPER CARRYING OUT THE OBLIGATIONS OF THE OWNERS :** In case the Developer attempts to comply the obligations of Owners on default by the Owners, the amounts, costs and expenses paid or incurred by the Developer together with interest @ 8% per annum thereof shall be the liability of the Owners exclusively and the Developer shall have a lien over the proportionate portion of the Owners Share for such amount. The amount and interest shall be adjustable firstly out of the share of the Realisations receivable by the Owners.
- 20.2 CONSEQUENCES OF CANCELLATION:** In case the Developer cancels this Agreement, then notwithstanding anything elsewhere to the



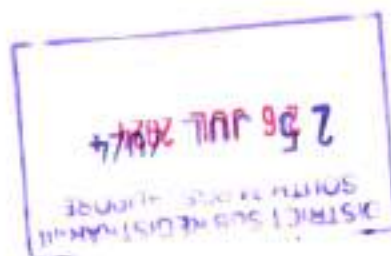


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contrary contained in this Agreement the following consequences shall apply:

- 20.3 Any cancellation affecting part of the Project Land shall not affect the continuance of this Agreement in respect of the remaining parts of the Project Land.
- 20.4 Any Realization received by either party from the Transferees and required to be refunded owing to cancellation, shall be refunded by the recipient parties respectively and the parties shall be liable for any other claims of the Transferees.
- 20.5 Due to the said cancellation for default of the Owners, the amounts on any account paid or incurred by the Developer on the said Property or in respect of the Project including on its planning or development or otherwise together with all interest @ 8% per annum thereon, shall immediately and in any event within three months of being demanded by the Developer, become payable by the Owners to the Developer.
- 20.6 On refund of the abovementioned amount the Developer will handover back the peaceful and khas possession of the said property along with all the Original Title Deeds and other papers to the Owners and undertake that in future not to raise any claim whatsoever.
- 20.7 In case if the Owners cancel the Agreement prior to launch of project for breach and default by the Developer and the Developer accepts the same, the Owners shall be liable as follows:
- 20.8 To refund the amounts incurred till cancellation. After receipt of the same, the developer has no claim whatsoever over and in respect of the said property or any part or portion thereof.
- 20.9 **DEFAULTS BY THE DEVELOPER:** In case the Owners complies with and/or is ready and willing to carry out their obligations as stated herein and the Developer fails and/or neglects to construct the Project within 54 months with a grace period of 6 months from the date of sanction of plan, then the Developer shall pay to the Owners an interest



@ 8% per annum on the Owners Share comprising of each of the amounts that would have been paid/become payable by each of the Intending Purchaser/Transferee only for the sold units, but has not been paid due to the delay. However in case of unsold units on completion of the said grace period, the parties shall allocate the same on equitable basis.

20.10 UNILATERAL CANCELLATION: Neither party hereto can unilaterally cancel or rescind this Agreement at any time unless such party is entitled to do so by express terms of this Agreement contained elsewhere herein upon default of the other party.

20.11 CHOICE OF REMEDIES: It is clarified that the exercise of any one or more remedy by any party shall not be or constitute a bar for the exercise of any other remedy by the concerned party at any time. Furthermore, the liability of the Owners or the Developer to pay interest at the rate and in terms of the other clauses of this Agreement shall continue for the entire duration until payment/repayment of the respective entire dues irrespective of the exercise of the other remedies by the other party and without affecting the other liabilities of the defaulting party hereunder.

20.12 RELATIONSHIP OF THE PARTIES – The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as partnership between the Parties in any manner nor shall the Parties constitute an Association of Persons.

20.13 UNSOLD UNITS: The parties hereby agree that if there are any Unsold Units post six months of receipt of the completion certificate , then in such event the parties shall divide and demarcate the units as per their





revenue sharing ratio. The distribution shall be done in pari passu basis.

20.14 GOODS AND SERVICE TAX : The parties hereto shall be responsible to pay all taxes and outgoings including Goods and Service Tax (GST) which may become payable including service tax and income tax as applicable in respect of their respective share in the revenue (including unsold units at the time of completion) as may be presently imposed or levied in future and shall keep the other saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings arising therefrom.

20.15 If any terms or provisions of this Agreement are found to be or interpreted to be inconsistent with the above clauses in the agreement at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the provisions of this agreement shall prevail. This Agreement shall then stand modified to the extent determined necessary to comply with the said provisions. Such modifications will however not affect other parts of the Agreement. Notwithstanding the other provisions of this agreement the power to make such amendments/modifications as may become necessary shall vest with the Board of Directors/Partners which power shall be exercised reasonably in the best interest of the companies/firm concerned and their shareholders/partners and which power can be exercised at any time.

20.16 RERA REGISTRATION & COMPLIANCE: The Owners and the Developer shall take necessary steps for obtaining registration and/or approval of the Project under the RERA and/or any other applicable real estate law for the time being in force and shall comply with all provisions thereof and developer shall make payment of all fees which may be required to be paid. The Owners has agreed to render all co-operation and assistance IT BEING made expressly clear that the





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Owners shall remain liable and responsible for timely compliance of their obligations and liabilities as Owners under the new Real Estate Law as envisaged in this Agreement and to answer and/or satisfy all queries, question, requisitions which may be required to be answered.

20.17 **NAME OF THE PROJECT:** The said Building Complex shall always be known as ----- or such other name as may be decided by the Developer

20.18 **NON WAIVER** - any delay tolerated and/or indulgence shown by either party in enforcing the terms and conditions herein mentioned or any tolerance shown shall not be treated or constructed as a waiver of any breach nor shall the same in any way prejudicially affect the rights of either party.

20.19 **ENTIRE AGREEMENT** - this agreement supersedes all document and/or writing and/or correspondence exchanged between the parties hereto till the date of execution of this agreement. Any addition alteration or amendment to any of the terms mentioned herein shall not be capable of being enforced by any of the parties unless the same is recorded in writing and signed by both the parties.

20.20 **COSTS**- each party shall pay and bear its own cost in respect of their respective advocates and/or solicitor's fees and the registration charges towards this agreement any supplementary agreement, power of attorney etc shall be paid borne and discharged by the Developer.

20.21 **NOTICES:** Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid post with recorded delivery, or by fax addressed to the intended recipient at its address set out in this agreement or to such other address or telefax number as any party may







from time to time duly notify to the others. Any such notice, demand of communication shall, unless the contrary is proved, be deemed to have been duly served (if given or made by fax) on the next following business day in the place or receipt (of if given by registered post with acknowledgement due) two days after posting and in proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted and in case of a fax such telefax was duly dispatched to a current telefax number of the addressee.

20.22 No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any one of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.

20.23 Time shall be the essence as regards the provisions of this agreement, both as regards the time and period mentioned herein and as regards any times or periods which may, by agreement between the parties be substituted for them

20.24 If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20.25 Save as hereinbefore provided, termination of this agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which





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thereafter may accrue in respect of any act or omission prior to such termination.

20.26 The Agreement (together with schedules, if any) the entire agreement between the parties and save as otherwise expressly provided, no modifications, amendments or waiver of any of the provisions of this agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto

20.27 This agreement shall be binding on the parties hereto and their respective successors and assigns

20.28 Nothing contained in this agreement shall be deemed to constitute a partnership between the parties hereto nor shall constitute any party the agent of the other for any purpose

20.29 Each party shall cooperate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

20.30 PROPERTY TAXES: All municipal rates taxes and other outgoings (hereinafter referred to as the RATES & TAXES) payable in respect of the said Property from 01-04-2023 until completion of the said Building Complex shall be paid borne and discharged by the Developer and prior thereto it shall be the obligation and responsibility of the Owners to pay and discharge the same.

20.31 ADDITIONAL FAR- The Developer has agreed to use the Additional FAR for the Housing Project on account of Rule 69A of KMC subject to being granted the necessary approvals as stipulated under the Applicable Law(s) provided that the fees payable for any extra floor area ratio for such Rules shall be borne by the Owners in proportion according to their land holding. It being clarified the construction cost including the fees chargeable sanction shall be borne by the Developer.



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20.32 SIGNAGE: The Parties have further agreed that the Developer shall install its own signage only in the said Project.

ARTICLE XXI – ARBITRATION AND JURISDICTION

- 21.1 The parties as far as possible shall amicably try and resolve all disputes and differences which may arise. However, in the event of any such disputes and/or differences being incapable of being resolved amicably then and in that event the parties shall refer such disputes and differences to arbitration whereby the Owners shall be entitled to nominate and appoint one arbitrator and the Developer shall be entitled to nominate and appoint one arbitrator and both the said two arbitrators shall appoint the third and/or presiding arbitrator and the same shall be deemed to be a reference within the meaning of the Arbitration & Conciliation Act 1996 or any other statutory modification or enactment thereto for the time being in force
- 21.2 The Arbitrators shall have summary power and shall be entitled to lay down their own procedure
- 21.3 The Arbitrators shall be entitled to pass interim awards and/or directions
- 21.4 It shall not be obligatory on the part of the Arbitrators to follow the principles laid down under the Indian Evidence Act
- 21.5 The parties hereto assure and covenant with each other that they have full trust and confidence in the Arbitrators and agree to abide by all their directions and/or awards and not to challenge or dispute the same in any manner whatsoever
- 21.6 The Arbitrators shall speedily adjudicate the disputes and differences between the parties and shall try their best to adjudicate such disputes within a period of 12 months from the date of entering upon the reference
- 21.7 Courts at Kolkata alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents.



THE FIRST SCHEDULE ABOVE REFERRED TO

PART I - THE PART ONE PROPERTY

ALL THAT the various pieces and parcel of land containing by estimation an area of 21 cottahs 7 chittacks (more or less) comprised in C.S. Dag No. 678 in Mouza Tangra J.L. No. 5, Sub Division N, Grand Divisio IV, Police Station - Pragati Maidan (Previously P.S. Tiljala), under ward No. 66 of the Kolkata Municipal Corporation, comprised in Dihi Panchannagram, together with all buildings and structures standing thereon and butted and bounded in the manner following:-

ON THE NORTH : By the CS Dag No. 676
ON THE EAST : By the Part of CS Dag No. 678
ON THE SOUTH : By JBS Haldane Avenue, Topsia, Kolkata,
ON THE WEST : By the Part of CS Dag No. 678

PART II - THE PART TWO PROPERTY

ALL THAT the piece and parcel of land containing by estimation an area of 17 Cottahs (more or less) comprised in C.S. Dag No. 676 in Mouza Tangra J.L. No. 5, Sub Division N, Grand Divisio IV, Police Station - Pragati Maidan (Previously P.S. Tiljala), under ward No. 66 of the Kolkata Municipal Corporation, comprised in Dihi Panchannagram, together with all buildings and structures standing thereon and butted and bounded in the manner following:-

ON THE NORTH : By the CS Dag No. 675
ON THE EAST : By the Part of CS Dag No. 676
ON THE SOUTH : By the CS Dag No. 678
ON THE WEST : By the Part of CS Dag No. 676



DISTRICT SUB-REGISTRAR-III
SOUTH 24 P.S., ALIPORE

26 JUL 2024

PART III - THE PART THREE PROPERTY

ALL THAT the $\frac{1}{2}$ Undivided Share of piece and parcel of lands containing by estimation an area of 65 cottahs 5 chittacks 20 square feet (more or less) comprised in C.S. Dag No. 674 and 675 containing in Mouza Tangra J.L. No. 5, Sub Division N, Grand Divisio IV, Police Station - Pragati Maidan (Previously P.S. Tiljala), under ward No. 66 of the Kolkata Municipal Corporation, comprised in Dihi Panchannagram, together with all buildings and structures standing thereon and butted and bounded in the manner following:-

ON THE NORTH : By the CS Dag No. 673
ON THE EAST : By Public Road (Matheseartola Road)
ON THE SOUTH : By the CS Dag No. 676
ON THE WEST : By CS Dag No. 678 (P), 676 (P), 675(P) and the
Municipal Premises No. 119/2B.

PART IV - THE PART FOUR PROPERTY

ALL THAT the $\frac{1}{2}$ Undivided Share of piece and parcel of lands containing by estimation an area of 65 cottahs 5 chittacks 20 square feet (more or less) comprised in C.S. Dag No. 674 and 675 containing in Mouza Tangra J.L. No. 5, Sub Division N, Grand Divisio IV, Police Station - Pragati Maidan (Previously P.S. Tiljala), under ward No. 66 of the Kolkata Municipal Corporation, comprised in Dihi Panchannagram, together with all buildings and structures standing thereon and butted and bounded in the manner following:-

ON THE NORTH : By the CS Dag No. 673
ON THE EAST : By Public Road (Matheseartola Road)
ON THE SOUTH : By the CS Dag No. 676
ON THE WEST : By CS Dag No. 678 (P), 676 (P), 675(P) and the
Municipal Premises No. 119/2B.



THE SECOND SCHEDULE ABOVE REFERRED TO

(SAID PROPERTY)

All that the divided and demarcated part land admeasuring 20 cottah (more or less) comprised in CS Dag No. 676 and 678, of Mouza Tangra, J.L. No. 5, Sub Division N, Grand Divisio IV, comprised of Municipal Premises No 122D/5 and 119A/1 Matheswartala Road AND
SECONDLY All that the divided and demarcated part land admeasuring 57 cottah 8 Chittack (more or less), comprised in CS Dag No. 674 and 675, of Mouza Tangra, J.L. No. 5, Sub Division N, Grand Divisio IV, Police Station – Pragati Maidan (Previously P.S. Tiljala), under ward No. 66 of the Kolkata Municipal Corporation, comprised in Dihi Panchannagram, together with all buildings and structures standing thereon and butted and bounded in the manner following:-

ON THE NORTH	: By the Municipal Premises No. 119/2B
ON THE EAST	: By Public Road (Matheseartola Road)
ON THE SOUTH	: By JBS Haldane Avenue, Topsia, Kolkata,
ON THE WEST	: By CS Dag No. 678 (P), 676 (P), 675(P) and the Municipal Premises No. 119/2B.

THE THIRD SCHEDULE ABOVE REFERRED TO

PART I

LOT A PROPERTY

All that the divided and demarcated part land comprised in CS Dag No. 662 and 668, of Mouza Tangra, J.L. No. 5, Sub Division N, Grand Divisio IV, being Municipal Premises No. 119/2A/1 Matheswartola Road, Kolkata 700 046 admeasuring 55 cottah 1 Chittack and 14 square feet (more or less), Police Station – Pragati Maidan (Previously P.S. Tiljala), under ward No. 66 of the Kolkata Municipal Corporation, comprised in Dihi Panchannagram, together with all buildings and structures standing thereon.

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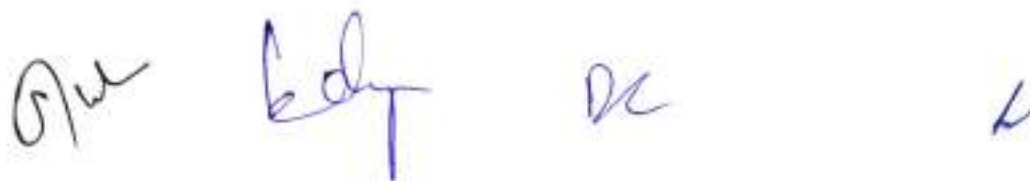
DISTRICT SUB-REGISTRAR II
SOUTH 24 PGS ALIPORE
26 JUL 2024

PART II
LOT B PROPERTY

All that the divided and demarcated part land comprised in CS Dag No. 660 and 661, of Mouza Tangra, J.L. No. 5, Sub Division N, Grand Divisio IV, being Municipal Premises No. 119/2A/1/A Matheswartola Road, Kolkata 700 046 admeasuring 75 cottah (more or less), Police Station – Pragati Maidan (Previously P.S. Tiljala), under ward No. 66 of the Kolkata Municipal Corporation, comprised in Dihi Panchannagram, together with all buildings and structures standing thereon.

PART III
LOT C PROPERTY

All that the divided and demarcated part land comprised in CS Dag No. 669, 670, 671, 672, 673, 683, and 684 of Mouza Tangra, J.L. No. 5, Sub Division N, Grand Divisio IV, being Municipal Premises No. 119/2B Matheswartola Road, Kolkata 700 046 admeasuring 163 cottah (more or less), Police Station – Pragati Maidan (Previously P.S. Tiljala), under ward No. 66 of the Kolkata Municipal Corporation, comprised in Dihi Panchannagram, together with all buildings and structures standing thereon.





DISTRICT SUB REGISTRAR-II
SOUTH 24 PGS, ALIPORE
26 JUL 2024

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

SIGNED AND DELIVERED BY THE OWNERS

At Kolkata in the presence of:

1. Rakesh Sharma.
1002, EM Bypass
Kot-105

2. Shubhasish Banerjee.

TANGRA ENCLAVE LLP



Designated Partner

TANGRA ENCLAVE LLP



Designated Partner

PROGRESSIVE LAND DEVELOPMENT CO. PVT. LTD



Director / Authorised Signatory

SIGNED AND DELIVERED BY THE DEVELOPER

At Kolkata in the presence of:

1. Rakesh Sharma.

2. Shubhasish Banerjee
1002, EM Bypass Kolkata

PS GROUP REALTY PVT. LTD.



Director / Authorised Signatory

Prepared by me



BAPI DAS

Advocate

Alipore Police Court





Kolkata-700 027

Regd.No.: -WB-613/2001














DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS. ALIPORE

26 JUL 2024

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					












Name _____

Signature  _____

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

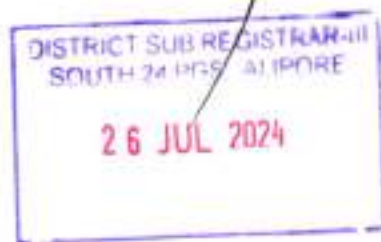
Name _____












Signature  _____

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name _____


Signature  _____



		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					


Name _____

Signature *Amr K. Samir*

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name _____

Signature _____

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name _____

Signature _____



DISTRICT SUB REGISTRAR-II
SOUTH 24 PGS ALIPORE
26 JUL 2024

Major Information of the Deed

Deed No :	I-1603-12486/2024	Date of Registration	26/07/2024
Query No / Year	1603-2001993615/2024	Office where deed is registered	
Query Date	25/07/2024 3:49:29 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	PRAVAKAR DAS 85A, Sarat Bose Road, Jyoti Vihar, 3rd Floor, Thana : Bhawanipore, District : South 24-Parganas, WEST BENGAL, PIN - 700026, Mobile No. : 7501785960, Status :Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
	Rs. 28,75,44,405/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,120/- (Article 48(g))	Rs. 53/- (Article E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip (Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Tangra, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Matheswartala Road, Road Zone : (On Road – On Road) , Premises No: 122D/5, , Ward No: 066 JI No: 5, Pin Code : 700046

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	5.5 Katha		2,04,06,377/-	Property is on Road

District: South 24-Parganas, P.S:- Tangra, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Matheswartala Road, Road Zone : (On Road – On Road) , Premises No: 119A/1, , Ward No: 066 JI No: 5, Pin Code : 700046

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	(RS :-)		Bastu	14.5 Katha		5,37,98,631/-	Property is on Road

District: South 24-Parganas, P.S:- Tangra, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Matheswartala Road, Road Zone : (On Road – On Road) , Premises No: Unassessed by KMC/HMC, Ward No: 066 JI No: 5, Pin Code : 700046

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L3	(RS :-)		Bastu	57 Katha 8 Chatak		21,33,39,397/-	Property is on Road
Grand Total :				127.875Dec	0/-	2875,44,405/-	

7







Land Lord Details :

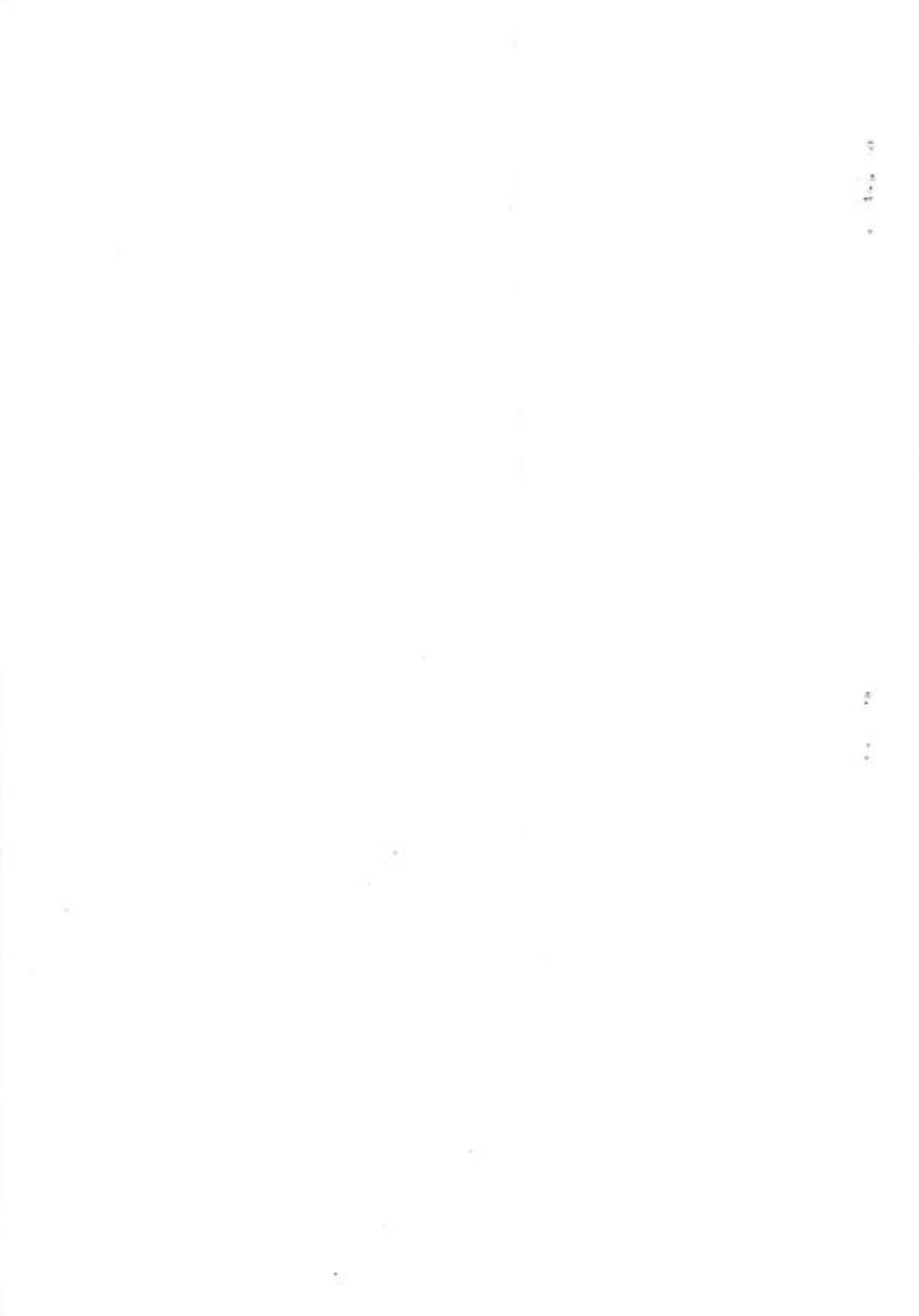
Sl No	Name,Address,Photo,Finger print and Signature
1	TANGRA ENCLAVE LLP 122/D/5, Matheswartola Road, City:- , P.O:- Gobindo Khatick, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046 Date of Incorporation:XX-XX-2XX3 , PAN No.:: AAxxxxxx5A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative
2	PROGRESSIVE LAND DEVELOPMENT CO PRIVATE LIMITED 1002, E M BYPASS, City:- , P.O:- DHAPA, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700015 Date of Incorporation:XX-XX-1XX4 , PAN No.:: AAxxxxxx4G,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	PS GROUP REALTY PRIVATE LIMITED 1002, E M BYPASS, City:- , P.O:- DHAPA, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700015 Date of Incorporation:XX-XX-2XX4 , PAN No.:: AAxxxxxx0E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	<div><div>Name</div><div>Mr KISHAN MIRANIA AGARWAL</div><div>Son of Shri Ram Bilas Agarwal</div><div>Date of Execution - 26/07/2024, , Admitted by: Self, Date of Admission: 26/07/2024, Place of Admission of Execution: Office</div></div>	<div><div>Photo</div><div></div><div>26/07/2024 12:22PM</div></div>	<div><div>Finger Print</div><div></div><div>Captured</div><div>LT1</div><div>26/07/2024</div></div>	<div><div>Signature</div><div></div><div>26/07/2024</div></div>
Lala Lajpat Sarani, City:- , P.O:- L R Sarani, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, Date of Birth:XX-XX-1XX6 , PAN No.: ADxxxxxx1E, Aadhaar No: 41xxxxxxxx0762 Status : Representative, Representative of : TANGRA ENCLAVE LLP (as Authorised signatory)				
2	<div><div>Name</div><div>Mr RAHUL CHOKHANY</div><div>Son of Mr Rajendra Prasad Chokhany</div><div>Date of Execution - 26/07/2024, , Admitted by: Self, Date of Admission: 26/07/2024, Place of Admission of Execution: Office</div></div>	<div><div>Photo</div><div></div><div>26/07/2024 12:20PM</div></div>	<div><div>Finger Print</div><div></div><div>Captured</div><div>LT1</div><div>26/07/2024</div></div>	<div><div>Signature</div><div></div><div>26/07/2024</div></div>
14/2A, Mandeville Gardens, City:- , P.O:- Ballygunge, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, Date of Birth:XX-XX-1XX5 , PAN No.: acxxxxxx6q, Aadhaar No: 72xxxxxxxx3683 Status : Representative, Representative of : TANGRA ENCLAVE LLP (as Authorised signatory)				



3	Name	Photo	Finger Print	Signature
	Mr Surendra Kumar Dugar Son of Late J M DUGAR Date of Execution - 26/07/2024, , Admitted by: Self, Date of Admission: 26/07/2024, Place of Admission of Execution: Office		 Captured	
		Jul 26 2024 12:24PM	LTJ 26/07/2024	26/07/2024
	1002, E M BYPASS, City:- , P.O:- DHAPA, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700015, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, Date of Birth:XX-XX-1XX0 , PAN No.: ACxxxxxx7K, Aadhaar No: 88xxxxxxxx8052 Status : Representative, Representative of : PROGRESSIVE LAND DEVELOPMENT CO PRIVATE LIMITED (as Director)			
4	Name	Photo	Finger Print	Signature
	Mr ARUN KUMAR SANCHETI (Presentant) Son of Mr. Sumernall Sancheti Date of Execution - 26/07/2024, , Admitted by: Self, Date of Admission: 26/07/2024, Place of Admission of Execution: Office		 Captured	
		Jul 26 2024 12:25PM	LTJ 26/07/2024	26/07/2024
	1002, E M Bypass, City:- , P.O:- Dhapa, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700015, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, Date of Birth:XX-XX-1XX9 , PAN No.: akxxxxxx1l, Aadhaar No: 83xxxxxxxx1141 Status : Representative, Representative of : PS GROUP REALTY PRIVATE LIMITED (as Director)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Pravakar Das Son of Mr. Sankar Das Nabagram, City:- , P.O:- Nabagram, P.S:- Shyampur, District:-Howrah, West Bengal, India, PIN:- 711315		 Captured	
	26/07/2024	26/07/2024	26/07/2024
Identifier Of Mr KISHAN MIRANIA AGARWAL, Mr RAHUL CHOKHANY, Mr Surendra Kumar Dugar, Mr ARUN KUMAR SANCHETI			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	TANGRA ENCLAVE LLP	PS GROUP REALTY PRIVATE LIMITED-9.075 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	TANGRA ENCLAVE LLP	PS GROUP REALTY PRIVATE LIMITED-23.925 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	TANGRA ENCLAVE LLP	PS GROUP REALTY PRIVATE LIMITED-47.4375 Dec
2	PROGRESSIVE LAND DEVELOPMENT CO PRIVATE LIMITED	PS GROUP REALTY PRIVATE LIMITED-47.4375 Dec

100 100 100

100 100 100

On 26-07-2024

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 12:14 hrs on 26-07-2024, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr ARUN KUMAR SANCHETI .

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 28,75,44,405/-

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

Execution is admitted on 26-07-2024 by Mr KISHAN MIRANIA AGARWAL, Authorised signatory, TANGRA ENCLAVE LLP, 122/D/5, Matheswarola Road, City:- , P.O:- Gobindo Khatick, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046

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

Execution is admitted on 26-07-2024 by Mr RAHUL CHOKHANY, Authorised signatory, TANGRA ENCLAVE LLP, 122/D/5, Matheswarola Road, City:- , P.O:- Gobindo Khatick, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046

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

Execution is admitted on 26-07-2024 by Mr Surendra Kumar Dugar, Director, PROGRESSIVE LAND DEVELOPMENT CO PRIVATE LIMITED, 1002, E M BYPASS, City:- , P.O:- DHAPA, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700015

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

Execution is admitted on 26-07-2024 by Mr ARUN KUMAR SANCHETI, Director, PS GROUP REALTY PRIVATE LIMITED, 1002, E M BYPASS, City:- , P.O:- DHAPA, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700015

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- (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 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 26/07/2024 11:17AM with Govt. Ref. No: 192024250138409108 on 26-07-2024, Amount Rs: 21/-, Bank: SBI EPay (SBIPay), Ref. No. 6652473025445 on 26-07-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs. 100.00/-, by online = Rs. 75,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no: 17526, Amount: Rs. 100.00/-, Date of Purchase: 19/06/2024, Vendor name: S DAS

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 26/07/2024 11:17AM with Govt. Ref. No: 192024250138409108 on 26-07-2024, Amount Rs: 75,020/-,

Bank: SBI EPay (SBIEPay), Ref. No. 6852473025445 on 26-07-2024, Head of Account 0030-02-103-003-02

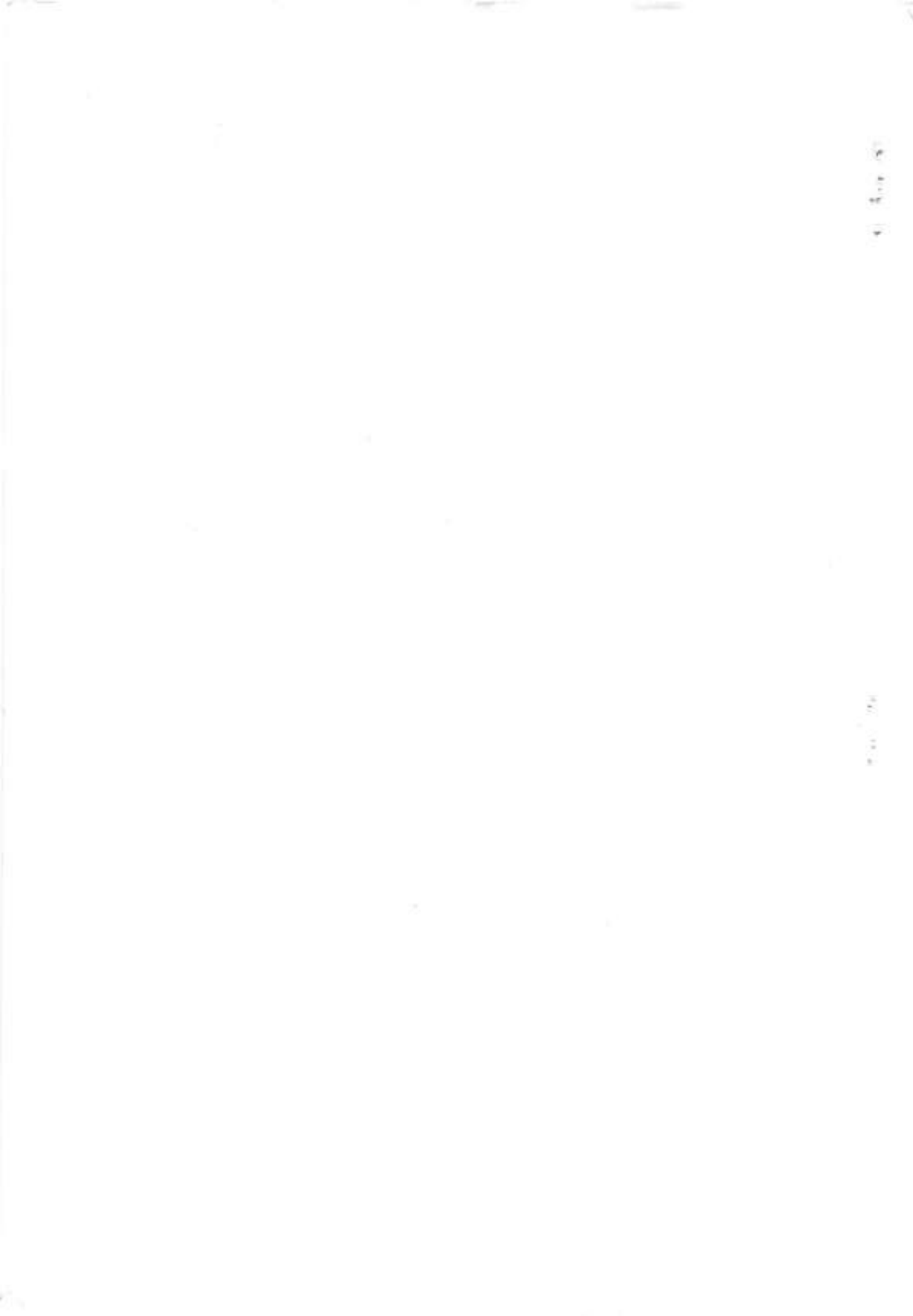


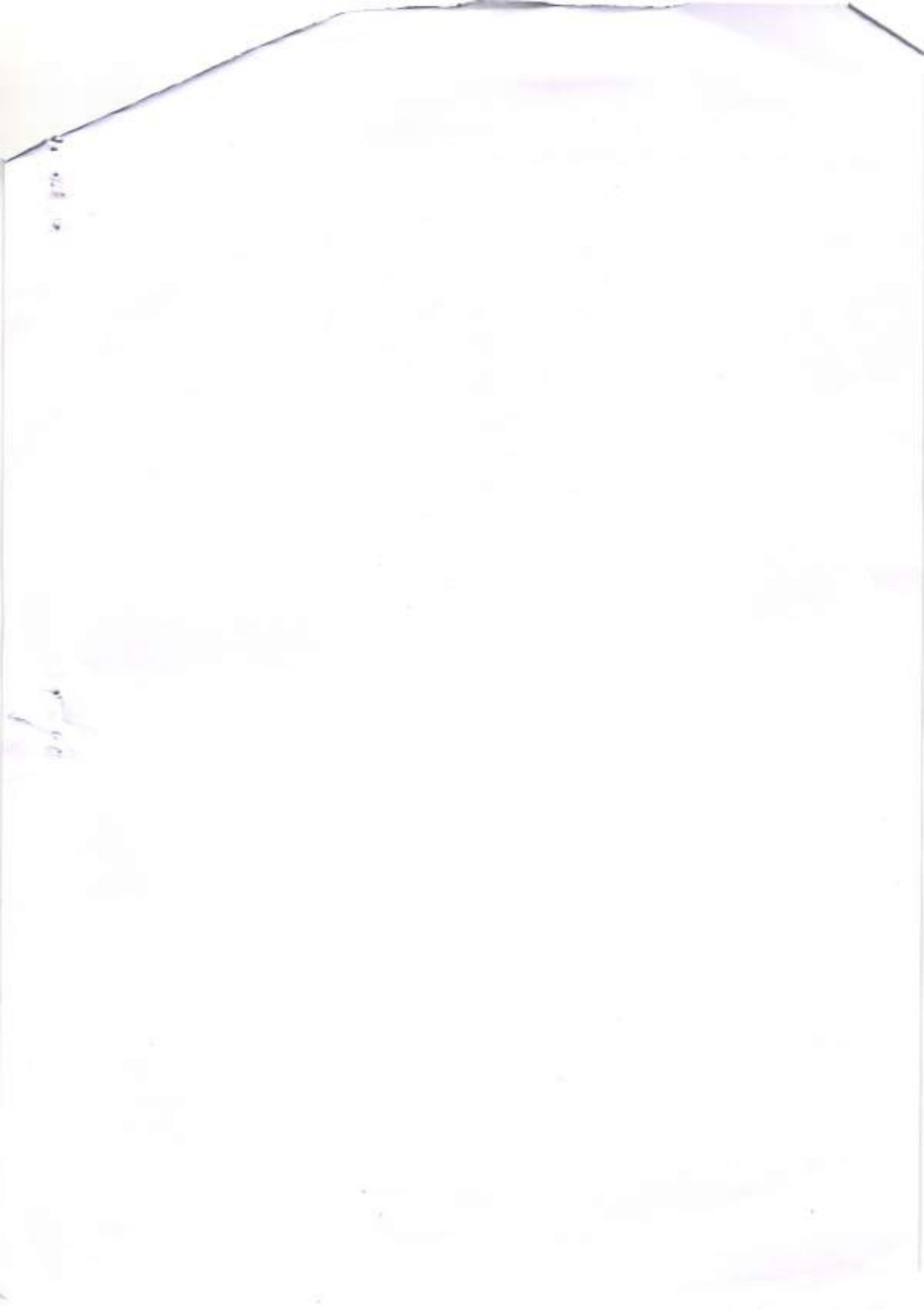
Debasish Dhar

DISTRICT SUB-REGISTRAR

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

South 24-Parganas, West Bengal





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2024, Page from 334893 to 334965

being No 160312486 for the year 2024.



[Handwritten signature]

Digitally signed by Debasish Dhar
Date: 2024.08.01 17:31:54 +05:30
Reason: Digital Signing of Deed

(Debasish Dhar) 01/08/2024

DISTRICT SUB-REGISTRAR

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

West Bengal.

PS Group Realty Pvt. Ltd.

[Handwritten signature]

(Constituted Attorney / Authorised Signatory)