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Certified that the document **IR-54466** is duly registered. The signature sheets and the endorsement sheets attached with the document are the part of this document.

27/03/2024

2-2-796093/24

District Sub-Register-III
Alipore, South 24-parganas

27/03/2024

THIS JOINT DEVELOPMENT AGREEMENT is made at Kolkata on this
the 27th day of March TWO THOUSAND AND TWENTY FOUR
BETWEEN

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9 FEB 2024

A. No. Date:

Sold to:

of:

Rupees:

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

Samiran Das
Stamp Vendor
Alipore Police Court
South 24 Pgs., Kolkata



Pravakar Das

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



(1) **DIAMOND TANNERY & CO (PAN AABFD9556B)** a partnership firm having its registered office at 119/2B Matheswartola Road, Kolkata 700046, PS Pragati Maidan PO Gobindo Khatick Road represented by its partner **LIAO MEI YING (PAN ABLPL2585P) (AADHAR 4864 4853 5828)** wife of Late Li Chin Cheng, residing at 119/2B Matheswartola Road, Kolkata 700046, PS Pragati Maidan PO Gobindo Khatick Road, **LI TAI CHOI (PAN AAWPL9832F) (AADHAR 8260 6456 9744)** son of Late Li Chin Cheng residing at 119/2B Matheswartola Road, Kolkata 700046, PS Pragati Maidan PO Gobindo Khatick Road, **LI TAI YU (PAN ABBPL2623E) (AADHAR 7753 5641 2742)** son of Late Li Chin Cheng residing at 119/2B Matheswartola Road, Kolkata 700046, PS Pragati Maidan PO Gobindo Khatick Road and **LI TAI PAO (PAN ABBPL2624D) (AADHAR 7947 1245 5006)** son of Late Li Chin Cheng residing at 119/2B Matheswartola Road, Kolkata 700046, PS Pragati Maidan PO Gobindo Khatick Road (2) **LIAO MEI YING (PAN ABLPL2585P) (AADHAR 4864 4853 5828)** wife of Late Li Chin Cheng, residing at 119/2B Matheswartola Road, Kolkata 700046, PS Pragati Maidan PO Gobindo Khatick Road (3) **LI TAI CHOI (PAN AAWPL9823F) (AADHAR 8260 6456 9744)** son of Late Li Chin Cheng residing at 119/2B Matheswartola Road, Kolkata 700046, PS Pragati Maidan PO Gobindo Khatick Road (4) **LI TAI YU (PAN ABBPL2623E) (AADHAR 7753 5641 2742)** son of Late Li Chin Cheng residing at 119/2B Matheswartola Road, Kolkata 700046, PS Pragati Maidan PO Gobindo Khatick Road AND (5) **LI TAI PAO (PAN ABBPL2624D) (AADHAR 7947 1245 5006)** son of Late Li Chin Cheng residing at 119/2B Matheswartola Road, Kolkata 700046, PS Pragati Maidan PO Gobindo Khatick Road, hereinafter collectively referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context in so far as the individuals are concerned shall mean and include their and each of their respective heirs, executors, administrators, legal representatives, successors-in-interest, in so far as Partnership is concerned shall mean and include its partners for the time being and such other person or persons who may be admitted as partners thereof and each of their respective heirs, executors, administrators, legal representatives) of the **ONE PART**



पुस्तकालय
SOUTH 24 PGS. ALIPORE
27 MAR 2024

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PS GROUP REALTY PRIVATE LIMITED (PAN: AABCP5390E), 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, Police Station – Pragati Maidan, Post Office – Dhapa, and represented by its Director **MR. SURENDRA KUMAR DUGAR (PAN: ACUPD1317K)**, son of Late J. M. Dugar, working for gain at 1002 E. M. Bypass, Front Block, Police Station – Pragati Maidan, Post Office – Dhapa, having been duly authorised in pursuance of a Resolution of the Board of Directors dated 11.03.2024 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 **OTHER 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 Owners by virtue of Devolution of Title as described in the **FIRST SCHEDULE** herein became entitled to ALL THAT the various pieces and parcel of land containing by estimation an area of 163 Cottahs (more or less) comprised and being part or portion of C.S. Dag No. 669, 670, 671, 672, 673, 682, 683, 684 and 685 recorded in Khatian No. 221, 171, 138, 394 and 395 in Mouza Tangra, J.L.No. 5, numbered as Municipal Premises No. 119/2B, Kolkata (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the **SAID PROPERTY**).
- C) The Owners are desirous that said Property be utilized for the Project (as defined hereinafter) and pursuant to discussions between the parties and the representations as hereinafter contained, the Owners



পরিচালক, আলিপুরে ডিষ্ট্রিক্ট সাব-রেজিস্ট্রারের কার্যালয়
SOUTH 24 PGS, ALIPORE
27 MAR 2024

has agreed to grant to the Developer exclusive rights and interest in respect of the Project whereby the Developer shall, inter alia, be entitled to the exclusive right to develop the Building Complex and Transfer the Saleable Areas to Intending Transferees and shall be entitled to the Developer's Share and other benefits and the Owners shall, inter alia, be entitled to the Owner's Share and other benefits.

D) 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.

1.1 AGREED RATIO shall mean the ratio of sharing or distribution in Sales Proceeds and several other matters referred to herein between the Owners and the Developer which shall be 50% (Fifty percent) for the Owners and 50% (Fifty percent) for the Developer after providing for the Retained Area (as defined herein below). Notwithstanding the sharing ratio mentioned in this, it is clarified that the Owners Share and the Developer's Share mentioned in herein is based and calculated on the development of the Said Property, described in the Second Schedule below and in the event the Owner's Share and Developer's Share is revised and recalculated due to the Additional Lands (as provided herein below) being developed as a part of the Project as envisaged in Clause 21 below, the distribution of the Sale Proceeds shall be done by the Developer considering the said Property and the Additional Lands. The Developer if deems fit may record the respective final revenue sharing ratios of the parties 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



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS. ALIPORE
27 MAR 2024

- 1.2 ARCHITECT** - shall mean any person or persons or firm or firms appointed or nominated by the Developer as the Architect(s) of the building.
- 1.3 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
- 1.4 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
- 1.5 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 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 Owner.
- 1.6 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).
- 1.7 BROKERAGE** shall mean 2% of the Total Sales Proceeds and/or Total Sales Consideration, which shall be deducted by the Developer from the Sales Proceeds
- 1.8 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



DISTRICT SUB-REGISTRAR'S OFFICE
SOUTH 24 PGS, ALIPORE
27 MAR 2024

motor, drive-ways, common lavatories, generator, transformer, Effluent Treatment Plant, Fire Fighting systems and other facilities in the buildings forming part of the said Building Complex, which may be decided by the Developer in its absolute discretion and provided by the Developer, and required for establishment, location, enjoyment, provisions, maintenance and/or management of the 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.

- 1.9 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.
- 1.10 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.
- 1.11 COMMON PURPOSES** – shall mean and include the purpose of managing, maintaining and up keeping the Building as a whole in 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



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS. ALIPORE
27 MAR 2024

and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.

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, and the proportionate costs and expenses for the maintenance and management of the Commonly Used Areas And Facilities, each as determined by the Developer and will be held by the Developer till the same (subject to such deductions as 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, 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.

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



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS. ALIPORE
27 MAR 2024

1.16 MARKETING EXPENSES- shall mean 1.5% of the Total Sales Proceeds and/or the Total Sales Consideration, which shall be deducted by the Developer from the Sales Proceeds

1.17 SALE PROCEEDS 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, but the term shall not mean or include:

- i. the Deposits;
- ii. the Extra Charges;
- iii. the Taxes& Duties;

1.18 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.

1.19 PARKING SPACES shall mean the spaces at the Building Complex including at covered space or covered mechanized multilevel systems for parking of motor cars and/or two-wheelers, however the open parking areas shall be reserved for the visitors.

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



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
27 MAR 2024

1.21 SAID PROPERTY shall mean the various pieces and parcels of land described in the Second Schedule hereunder written

1.22 SALEABLE AREAS/SPACES - shall mean the Units, 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 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 multi-storeyed building to purchasers thereof although the same may not amount to a transfer in law.

1.25 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, cess, 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.

1.26 INTENDING TRANSFEREES shall mean the various persons acquiring the various flats units apartments constructed spaces and car parking spaces forming part of the development

1.27 TRANSFEREE - shall mean a person to whom any space in the building has been transferred.



DISTRICT SUB REGISTRAR PART-III
SOUTH 24 PGS., ALIPORE

27 MAR 2024

- 1.28 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.
- 1.29 RETAINED AREA-** means the area calculated by multiplying the said Property area in square feet with the FAR over and above 2.4 and dividing the entirety of the same by 2.
- 1.30 MASCULINE GENDER** - shall include feminine gender and vice versa.
- 1.31 SINGULAR NUMBER** - shall include plural number and vice versa.
- 1.32 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.

ARTICLE II- INTERPRETATION:

- 2.1 Reference to any clause shall mean such clause of this Agreement and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this Agreement and include any parts of such Schedule.
- 2.2 Headings, Clause Titles, Capitalized expressions and Bold expressions are given for convenience only.
- 2.3 Reference to the word "include" shall be construed without limitation;
- 2.4 The Schedules/Annexure and recitals hereto shall constitute an integral part of this Agreement and any breach of the stipulations contained in the Schedule shall be deemed to be a breach of this Agreement;
- 2.5 Reference to a document, instrument or agreement (including, without limitation, this Agreement) is a reference to any such document,



DISTRICT SUB REGISTRAR
SOUTH 24 PGS. ALIPORE
27 MAR 2024

instrument or agreement as modified, amended, varied, supplemented or novated from time to time in accordance with the provisions.

ARTICLE III - TITLE INDEMNITIES AND REPRESENTATIONS BY THE OWNERS

- 3.1 At or before entering into this Agreement the Owners has assured and covenanted with the Developer as follows:
- i) THAT the Owners are the sole and absolute Owners of the said Property 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 free from all Encumbrances, charges, liens, lispens, attachments, trusts whatsoever or howsoever and the Owners have a marketable title in respect thereof as satisfied by the Developer.
 - iii) That the Owners have caused its/their name to be mutated in the records of the Kolkata Municipal Corporation in respect 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 to the knowledge of the owners.
 - 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 to the knowledge of the Owners.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
27 MAR 2024

- 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, up to 31.03.2022 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 there is no notice of acquisition or requisition or alignment received or pending in respect of the said Property or any part thereof to the knowledge of the Owners.
- xiv) 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



DISTRICT SUB-REGISTRAR (MAGISTRATE)
SOUTH 24 PGS., ALIPORE
27 MAR 2024

used as security or collateral security or bond or otherwise in respect of any activity or transaction whatsoever.

- xv) 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.
- xvi) That there is no water body, kal, karkhana, factory at the Said Property or any part thereof.
- xvii) That the Owners or their predecessors in title have not mortgage 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.
- xviii) That subject to the terms hereof, there is no difficulty in the compliance of the obligations of the Owners hereunder.

3.2 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 is hereby made expressly clear that notwithstanding the Developer being satisfied with regard to marketable title, in the event of there being any defect in title, it shall be the obligation and responsibility of the Owners to remedy and/or cure the same at their own 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. However, it being agreed that if there are any frivolous claims / disputes by producing any forged documents the Developer shall resolve the same at its own costs.



DISTRICT SUB REGISTRAR
SOUTH 24 PGS. ALIPORE
27 MAR 2024

3.3 REPRESENTATIONS OF DEVELOPER: The Developer has represented and assured the Owners, inter alia, as follows:-

- (i) The Developer is carrying on the business of construction and development of real estate and has infrastructure, expertise and resources in this field.
- (ii) The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.
- (iii) Subject to the terms hereof, there is no difficulty in compliance of the obligations of the Developer hereunder.
- (iv) The Developer has physically inspected surveyed and take measurement of the said property. The Developer made enquires and due diligence, searches, gone through the documents of title and fully satisfied about the physical condition of the owners. However, such due diligence shall not limit or affect any representation, obligation or liability of the Owners nor absolve the Owners therefrom.
- (v) In case if the Developer within a period of two years from the date of execution of this agreement fails to purchase the adjacent plots and to amalgamate the same with the said property so that the said Project have direct access from the main road and to enable the parties to have an FAR of 3 and benefit on account of metro Corridor of 20% from the Kolkata Municipal Corporation, then this Agreement and the POA granted pursuant to the same shall automatically stand cancelled unless extended by both the parties in writing. However, the cancellation shall happen subject to the Owners refunding the Security Deposit and liquidated damages as shall be mutually agreed by and between the parties hereto and the Developer shall handover vacant possession and the title deeds.
- (vi) The Developer assure the Owners that the Developer will also have building plan sanction from Kolkata Municipal Corporation with a minimum FAR of 3 and 20% benefit on account of benefit as may be received for Metro Corridor.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS, ALIPORE
27 MAR 2024

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ARTICLE III - COMMENCEMENT AND DURATION

- 4.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from 27th day of March 2024 (hereinafter referred to as the **COMMENCEMENT DATE**).
- 4.2 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 and cannot be cancelled by the Owners or the Developer except only in accordance with breach of any specific terms and conditions mentioned herein.

ARTICLE V - DEVELOPMENT RIGHT

- 5.1 The Owners hereby grant 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.
- 5.2 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 the Saleable Areas in the manner hereinstated and (d) the Developer' Share and (e) all other properties benefits and rights of the Developer hereunder



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS, ALIPORE

27 MAR 2024

And the Owners shall be entitled (a) to the Owner's Share and (b) all other properties benefits and rights of the Owners hereunder on and subject to the terms and conditions hereinafter contained.

- 5.3 The Building Complex shall be constructed or caused to be constructed by the Developer at its own costs and expenses. The Owners hereby agrees 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.
- 5.4 In consideration of the mutual covenants and undertaking on the part of the Developer herein to be complied performed and observed and in further consideration of the Developer having agreed to undertake development of the said Property 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 interalia 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 conversion of user of the land or any part or portion of the said Property, NOC for Pollution Control Board, Fire, NOC from the competent authority under Urban Land (Ceiling and Regulation) Act, 1976.
 - ii) it is the responsibility of the Developer to amalgamate the various plots in one single holding of the proposed project to have direct access from the main Road within a period of 18 months from this day.
 - iii) The Developer before submission of the building plan will provide a copy of the same to the owners and owners entitle to give any suggestion for consideration of the Developer. However, it is agreed that there will be no mechanical car parking space in the open area .



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS, ALIPORE
27 MAR 2024

- iv) 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 neighboring premises and which need to be diverted as a result of the Development.
- v) install all electricity and other connections.
- vi) serve such notices and enter into such agreements with statutory undertakers or other companies as may be necessary to install the services.
- vii) 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.
- viii) 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 Building Plan and has agreed to keep the Owners saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.
- ix) 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.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS. ALIPORE
27 MAR 2024

- x) 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.
- xi) 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.
- xii) 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.
- xiii) 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.
- xiv) make proper provision for security of the said Property during the course of development.
- xv) 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 .
- xvi) 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.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS, ALIPORE
27 MAR 2024

- xvii) 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 the terms conditions covenants and obligations on the part of the Developer to be paid performed and observed.
- xviii) The Developer will be solely 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 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.
- xix) The Developer shall be solely responsible to look after, supervise, manage and administer the progress and day to day work of construction of the proposed new building/s and shall not violate any municipal Act or other statutory rules and laws and abide by and observe the rules procedures and practices usually followed in making construction of the new buildings.
- xx) The Developer while making construction of the new building/s shall ensure that there is no deviation from the building plan save those which are sanctionable or can be regularised subsequently and done with consultation of the Architects.
- xxi) The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or omission of the Developer relating to the construction and development of the said Premises.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS, ALIPORE
27 MAR 2024

- xxii) The Owners or its authorised representative with the approval of the Developer have the right to inspect progress of the work, building material used therein and the workmanship and if the Owners desire to give any suggestion it can be brought to the notice of the Developer's site incharge or Engineer. However, neither the Owners nor the authorised representatives have the right to disturb the progress of the work and they will ensure that the construction and development work will not be hampered or obstructed in any manner whatsoever or howsoever due to such inspection.
 - xxiii) The Developer shall incur all costs, charges and expenses whatsoever for development of the said Property on the terms and conditions hereinafter appearing including but not limited to costs , charges , fees, expenses for survey, sanction, amalgamation, construction, landscaping development, electricity connection, fire fighting equipments, completion certificate from Kolkata Municipal Corporation. The Owners shall not incur any expenses or costs whatsoever unless the same is mentioned in this agreement.
- 5.5 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 the said Property.

ARTICLE VI – LAND RELATED OBLIGATIONS OF OWNERS

- 6.1 **ATTRIBUTES REQUIRED FOR SAID LAND:** The Owners shall be wholly responsible and liable to cause and ensure the availability of the Said Property towards the development and Transfer in terms



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
27 MAR 2024

hereof. The Owners shall comply with and meet the following criteria and requirements:

- 6.2 **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 doth 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;
- 6.3 **Mutation and Amalgamation:** 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.
- 6.4 **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 till date.



DISTRICT SUB REGISTRAR (MAN-III)
SOUTH 24 PGS. ALIPORE
27 MAR 2024

- 6.5 **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.
- 6.6 **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 31st March 2022.
- 6.7 **Boundary Wall and Direct Access:** The said Property is and shall be secured by boundary walls from all sides with proper entry/exit gates.
- 6.8 **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 their 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 VII - BUILDING PLAN

- 7.1 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.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS. ALIPORE
27 MAR 2024

- 7.2 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.
- 7.3 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.
- 7.4 **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 and the Developer according to their share of saleable area. 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. The Developer at the first instance pay the owner's share of Metro Fees and adjust the same in without interest from the first sale proceeds of the Owners' share.
- 7.5 Any Extra FAR over and above 2.4 with regard to the said Property shall be shared between the parties herein as per the terms and conditions provided in this Agreement. However, all the costs and charges for construction of the same shall be borne by the Developer.

ARTICLE VIII - SECURITY DEPOSIT

- 8.1 In further consideration of the development of the said Property, the Developer has paid to the Owners an interest-free refundable Security Deposit of **Rs. 51,00,000/- (Fifty-One lakhs)** (the receipt whereof the Owners do hereby acknowledge to have been received)



DISTRICT SUB REGISTRAR
SOUTH 24 PGS., ALIPORE
27 MAR 2024

8.2 The Security Deposit of **Rs.51,00,000/- (Fifty-One lakhs)** shall be refunded within 30 days of receipt of the completion Certificate from Kolkata Municipal Corporation.

ARTICLE IX - TITLE DEEDS

- 9.1 The Owners duly allowed the Developer and Developer to take inspection of the original title deeds and take excerpts therefrom as well as photocopies thereof. The Developer shall also conduct due diligence of the said Property.
- 9.2 On execution of this Development Agreement the Owners shall make over the original of the title deeds to Mr. Bishen Mirania Agarwal, who shall be entitled to hold the same as Escrow Agent until completion of the Project. However, the Escrow Agent as and when required by the Developer after sanction of the building plan 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 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 Escrow Agent shall return all the title deeds to the Owners within 30 days of such event, subject to confirmation from the Developer on account of receipt of the Security Deposit and the liquidated damages.

ARTICLE X - LICENSE TO ENTER UPON THE SAID PROPERTY

- 10.1 The Owners have handed over part possession of the said Property to the Developer on execution of this Development Agreement. The Developer shall be entitled, as a Licensee of the Owners, to remain in possession of 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



DISTRICT SUB REGISTRAR
SOUTH 24 PGS, ALIPORE

27 MAR 2024

its absolute discretion shall be entitled to remain in possession of 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 the development of the said Property.

10.2 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 belong to the Owners.
- 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 XI - CONSTRUCTION AND COMPLETION OF THE PROJECT

11.1 Unless prevented by circumstances beyond its control, the Developer shall construct erect and complete the said Building Complex 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 development of the Said Property or any part thereof in one or more phases as the Developer may deem fit and proper.



DISTRICT SUB REGISTRATION
SOUTH 24 PGS, ALIPORE
7 7 MAR 2024

- 11.2 The said New Building and/or Buildings and/or Building Complex 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.
- 11.3 While undertaking the said Building Complex, 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 Owners.
 - 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 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.
 - 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 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 Building



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
27 MAR 2024

Complex 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) The Developer shall comply with all necessary requirements under the Real Estate Laws and required to be complied with by a developer of a building and the Owners shall co-operate and assist the Developer in respect thereof and shall also comply with all necessary requirements under the Real Estate Laws required to be complied with by a land owner and/or as and being the Owners hereunder.
- ix) 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.
- x) To provide an alternate accommodation to the Owners by reimbursing the cost of renovating a Ground plus three storied building on an adjacent plot belonging to the Owners subject to their being no local hurdles. The cost for G+3 building to be reimbursed by the Developer shall not exceed



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS, ALIPORE

27 MAR 2024

Rs 3,50,00,000/- (Three Crore Fifty lakhs only) and the said cost shall be reimbursed as per the progress of renovation. The Developer shall always provide ingress and egress for six cars to said property from the said project to the main entrance and exit and ensure that no obstruction or storage of anything in the said passage for ingress and egress from and to the said Property. However, it being clarified that if the Owners sell, transfer, let out or lease the said accommodation then in such event the Owners shall provide the first right of refusal to the Developer and if the Developer refuses to accept such offer within a period of 60 days then in such an event the Owners can sell or transfer to any third party with right of ingress and egress to the said Plot with a condition that the said accommodation shall be used for residential purposes only, failing which Developer shall not provide any ingress and/or egress to the said Plot. On completion of the renovation as by the Developer, the Owners shall shift to the G+3 Storied building within 30 days of the notice being given to the Owners. In the event if due to local hurdles the Owners are unable to renovate the Ground plus three storied building or there is stoppage of work for 3 months, then the Owners shall not be liable to reimburse the cost of construction already incurred by the Developer in respect of the said plot. However, as such the Developer in lieu of the renovation cost shall provide three units 4BHK flats on rental, rent will be paid by the Developer in the nearby vicinity of the said Property such as projects namely Inia, Aurus, Aqua beaumont etc. and the Owners shall shift to the said three flats within 15 days from the date of notice being given by the Developer, however, it being made clear that the Owners shall vacate the said flats within 4 months from the date of receipt of completion Certificate and notice of possession for the Allocated Area and the Developer shall not liable to pay any rent post expiry of the said period.

- xi) The Owners and the Developer desire to retain the built up area of approximately 45000 Square Feet each comprise of various



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
27 MAR 2024

flats in the proposed building towards Owners Share and the Developer's Share respectively (hereinafter referred to as the Allocated Area). After the sanction of the building plan the Owners and the Developer will identify the said area/flat on a pari passu basis and the same shall be allotted/allocated exclusively to the Owners and the Developer respectively. 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 Owner's 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.

- xii) It is agreed that for the Allocated Area of the Owners, the Owners are not responsible for paying the brokerage and marketing cost @ 3½%. However, the Owners will liable to pay to cost for Extra charges and Deposits at the time of taking possession after completion. The Developer will fully complete the construction of the said Allocated Area as per the other portion of the project.

11.4 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 carry out the planning and development of the Project including the following:-

- 11.4.1 to set up the site office, put up the hoardings/boards, bring out brochures and commence the preparatory works for Transfer of the proposed Project at the Developer's cost.
- 11.4.2 to display the board/hoardings of its group companies at the said Property and the Building Complex.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS, ALIPORE
27 MAR 2024

- 11.4.3 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.
- 11.4.4 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.
- 11.4.5 To obtain the necessary partial and/or full Completion/ Occupancy Certificate from the Kolkata Municipal Corporation.

ARTICLE XII – REVENUE SHARING

- 12.1 In consideration of the above and keeping in view the marketing expertise of the Developer it has been agreed that the entirety of the constructed area forming part of the development (except Owners' retain area/Allocated Area) 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 and 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.
- 12.2 In consideration of the Developer achieving a Saleable Area/ FAR of more than 2.4 i.e say 3.6, it has been agreed by and between the parties hereto that 70416 square feet ($163 \times 720 \times 1.2/2$) of saleable area and proportionate car parks as per Retained area to Total Saleable Area attributable to the said property shall belong to the Developer exclusively out of the Total saleable area attributable to the said Property and the Sales Proceeds in respect of the Retained Area shall belong to the Developer exclusively. It being made clear that the



DISTRICT SUB REGISTRAR
SOUTH 24 PGS. ALIPORE
27 MAR 2024

Owner's Share shall also be calculated on the basis of the physical area comprised in the said Property.

12.3 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 bank account as also those which regulate the procedure of withdrawal from such separate bank account and [along with the Retained Area of Sales Proceeds applicable to the Retained Area,] the sales proceeds in respect of the remaining saleable area and the car parks attributable to the said Property shall be distributed in the manner as follows:

- (i) 50% (Fifty percent) of the amounts comprising the Sales Proceeds [after reduction of the proportionate Sales Proceeds in respect of the Retained Area,] shall belong to the Owners ("**Owners Share**"). Notwithstanding the sharing ratio mentioned in this Clause 12.3 (i), it is clarified that (1) Owners' 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 21 below, then and in such event the Owners' Share of 50% (Fifty 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 21.5) (3) such recalculation and revision of the sharing ratio shall be done such that the Owners' Share shall at all times be equivalent to 50 % (Fifty 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 subject to the Retained Area and (4) in the event the Owners' Share is



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS. ALIPORE
27 MAR 2024

revised and recalculated in the aforesaid circumstances, the Developer shall distribute the Sale Proceeds accordingly and if the Developer deems fit it may record the respective final revenue sharing ratios of the parties 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) 50% (Fifty percent) of the amounts comprising the Sales Proceeds after reduction of the Sales Proceeds in respect of the Retained Area shall belong to the Developer. However, the Sales Proceeds of the Retained Area shall also belong to the Developer exclusively ("**Developer's Share**"). Notwithstanding the sharing ratio mentioned in this Clause 12.3 (ii), 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 21 hereinbelow, the Developer shall distribute the Sale Proceeds accordingly and if the Developer deems fit it may record the respective final revenue sharing ratios of the parties 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;

- 12.4 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 intending purchaser's flat owner's break-up head of the amounts received to the Owners. Subject to the provisions of Clauses 12.3, the Owners' and the Developer's Share shall be paid/disbursed to the Owners and the Developer on a monthly basis after:

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



DISTRICT SUB REGISTRAR
SOUTH 24 PGS., ALIPORE

27 MAR 2024

- (b) deduction of the Brokerage and Marketing Expenses;
 - (c) In case if the intending Transferee deducts TDS @ 1% on the payment and deposits the same with the credit of the Developer will give credit of the said T.D.S. amount proportionate to the owners.
 - (d) In case for any reason the Developer shall not pay the Owner's share within 90 days of the receipt of payment from the intending purchasers then the Developer shall pay to the Owner interest @ 13.5% of such delay period. In case for any reason Developer delay to party the Owner's share for six months from the respective date of the payment received from intending Transferee then in such an event the Developer will be treated as committed breach of the contract and the consequences will follow.
- 12.5 Marketing And Brokerage Costs: The marketing and publicity with related advertisements shall be done by the Developer. The parties have presently mutually fixed the cost of Marketing and Brokerage at a sum equivalent to 3.50% (Three Decimal Fifty Percent) of the Sales Proceeds to be jointly borne and paid by the Owners and the Developer and the Owner's share of such costs shall be adjusted from the Owners share of the Sales Proceeds as provided hereinabove. It being clarified that if the Owners sells any Unit by introducing any Intending Transferee and acts as agent for completing the sale and/or transfer to such Intending Transferee then in such an event the Developer shall pay brokerage @ 2% on the consideration of such Unit
- 12.6 In addition to the sale proceeds to part form of the Developer's Share the Developer shall be entitled to retain all amounts paid by the intending transferees on account of GST, Deposits and Extra Charges. 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.
- 12.7 It is hereby expressly agreed and declared that it is the intention of the parties to commercially exploit the aforesaid Said Property to the hilt and to share the revenue in the ratio as aforesaid and as such the



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS. ALIPORE
27 MAR 2024

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.

- 12.7.1 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.
- 12.8 The Developer shall maintain the books of accounts and other papers connected with the transfer of the development of the said project 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.
- 12.9 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



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE

27 MAR 2024

Transferee or other person relating to the Project, owing to delay or default on the part of the Owners in compliance with 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. 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.

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

12.11 **FINAL ACCOUNTS:** After fulfilment of this Agreement or at such time as the parties mutually agreed, the final accounts pertaining to the entire period of continuation of this Agreement shall be made and finalised by the parties.

ARTICLE-XIII-BORROWING & FUNDING FOR THE BUILDING COMPLEX

13.1 For the purpose of raising funds for the execution and implementation of the Project, after sanction of the plan 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 to be charged or mortgaged including by way of equitable mortgage by deposit of the original Title Deeds and the originals of the other deeds and documents in favour of bank(s)



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE

27 MAR 2024

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, pertaining to the Said Property to the aforesaid bank(s) and/or financial institution(s) identified by the Developer, and the Owners 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 signing, executing and delivering all deeds and documents as may be requested for and provided by the Developer. It being agreed and undertaken by Developer that no charge shall be created over the Owners Share for such borrowings

- 13.2 It is clarified and understood that for the aforesaid purpose of raising funds for the execution and implementation of the Building Complex, the Developer shall also be entitled to create a charge/mortgage on all the and/or any of the building(s) and other construction(s) and/or structure(s) constructed/erected on the Said Property.
- 13.3 In case the Developer intend to obtain the loan from the Bank and/or Financial Institution inter alia by depositing the original title Deeds of the Owners they will inform the broad terms of such loan and repayment schedule. The Developer at the interval of every three months inform the amount of loan received and remains outstanding. It is made clear that the owners will not be liable for repayment of such loan or any part or portion thereof in any circumstances whatsoever.
- 13.4 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 for such borrowings.
- 13.5 Each of 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.



DISTRICT SUB REGISTRAR
SOUTH 24 PGS., ALIPORE
27 MAR 2024

- 13.6 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.

ARTICLE XIV- AUTHORITY BY THE OWNERS

- 14.1 For the purpose of giving effect to this Agreement the Owners will execute and register separately General Power of Attorney authorised the Developer amongst others to do the following acts deeds and things subject to the Developer fulfilling various obligations as mentioned in this Agreement:

- 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, 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



DISTRICT AND REGISTRATION
SOUTH 24 PGS., ALIPORE
27 MAR 2024

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 sanction of the Plan and until completion of the Project, to make payment of all municipal taxes, 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 Developer to pay and discharge the same.
- vii) After sanction of the Building Plan negotiate for and raise loans or funds for the construction stage of the development and completion of the Project and to create mortgage or charge 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 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 and keep the owners fully indemnify for the same.
- 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 constructed portion and proportionate share of land said development and/or units 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 of the constructed portion and proportionate share of land.



DISTRICT SUB-REGISTRAR
SOUTH 24 PGS., ALIPORE
27 MAR 2024

- 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 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 there from.
- 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.
- xii) Advertise or market the Said Property 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



DISTRICT SUB REGISTRAR'S OFFICE
SOUTH 24 PGS., ALIPORE

27 MAR 2024

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

- xiv) any documents, or 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



DISTRICT SUB REGISTRAR
SOUTH 24 PGS. ALIPORE

27 MAR 2024

Property 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.

- 14.2 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.
- 14.3 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 effective subject to the Developer not committed breach of this Agreement.
- 14.4 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 as required in terms of this Agreement.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
27 MAR 2024

ARTICLE XV –TITLE OF THE SAID PROPERTY

- 15.1 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 said Property, the concerned Party shall immediately inform the Owners Authorised Representatives or the Developer, as the case may be, of the same.
- 15.2 In the event the Developer is found 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 within the 180 days of such defect. For all other issues and obstructions, the Developer on its own cost and on its case will resolve the same.

ARTICLE XVI –REPRESENTATIVES

16.1 APPOINTMENT OF OWNERS REPRESENTATIVE

- 16.1.1 For the purpose of giving effect to this agreement and implementation thereof it has been agreed that Shri LI TAI CHOI and in alternate Shri LI TAI YU failing which Shri LI TAI PAO 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.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS. ALIPORE
27 MAR 2024

16.2 APPOINTMENT OF DEVELOPER'S REPRESENTATIVE

16.2.1 For the purpose of giving effect to this agreement and implementation thereof it has been agreed that Mr. Surendra Kumar Dugar 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

16.3 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.

ARTICLE XVII -DOCUMENTATION

17.1 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 Building Complex 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.

17.2 The format and contents of each of the agreements, deeds, documents etc. pertaining to the Transfer of any part or portion of the Building Complex shall be such as determined by the Developer provided a copy of the same in advance to be supplied to the owners.



DISTRICT SUB REGISTRAR
SOUTH 24 PGS., ALIPORE
27 MAR 2024

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

- 18.1 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. Each of the Owner 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.
- 18.2 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.
- 18.3 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.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS. ALIPORE
27 MAR 2024

ARTICLE XIX - FORCE MAJEURE

- 19.1 Notwithstanding anything elsewhere to the contrary contained in this Agreement, neither of the parties hereto shall be considered to be in default in performance of their respective obligations or be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the Force Majeure and time for performance shall remain suspended during the duration of the Force Majeure "Force Majeure" shall mean any event or combination of events, which cannot be prevented or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under this Agreement including (a) Acts of God i.e. fire, draught, flood, earthquake, storm, lightning, pandemic, epidemics and other natural disasters; (b) Explosions or accidents, air crashes; (c) General strikes and/or lock-outs, civil disturbances, curfew etc.; (d) Civil commotion, insurgency, war or enemy action or terrorist action; (e) Change in Law, Rules and Regulations, injunctions, prohibitions, or stay granted by court of law, Arbitrator, Government; (f) Non-functioning of any existing or new Appropriate Authorities due to any reason whatsoever .

ARTICLE XX - BREACHES

- 20.1 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 fulfil 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 security deposit, all costs charges and expenses incurred till then together with a liquidated damage as shall be mutually agreed and interest @ 8% per annum on the all such amounts and/or the Developer 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



DISTRICT SUB-REGISTRAR
SOUTH 24 PGS. ALIPORE
27 MAR 2024

within 90 days failing whereof either the agreement will be terminated with damages to be paid by Defaulting parties.

ARTICLE XXI – ADDITIONAL LANDS

- 21.1 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 or developing any adjacent and/or contiguous lands, the Developer shall be entitled to undertake the 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 Owners shall be entitled to the net revenue 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 and LOT B lands (as defined hereinafter) after adjusting and appropriating therefrom on account of Brokerage @ 2% of the Total Sales Proceeds and/or Consideration and on account of marketing costs @1.5% of the Total Sales Proceeds and/or Total Consideration. It being agreed that if the Saleable area used by the Developer or its Director or its nominees for their own residential housing/apartments subject to maximum of 30000 sqft, then in such event the Owners shall not be entitled to 4% on such Saleable area on the said land.
- 21.2 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 77 cottah, more or less, comprised in Dag No. **674, 675, 676 and 678** (hereinafter referred to **LOT C Land** and morefully described in the **Part III** of the **Third Schedule**)



DISTRICT SUB-REGISTRAR
SOUTH 24 PGS., ALIPORE
27 MAR 2024

(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 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 and Lot C are subject to changes as determined by the Developer.

- 21.3 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 Owner 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. If the Developer deems fit, The Owners along with the owners of the Additional Lands may enter into a separate agreement wherein the ratio of each Owner and the Developer in the Sales Proceeds may be recorded therein. It being further clarified that the Developer at its discretion may exclude any Additional Land to form part of the Project or may include any



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
27 MAR 2024

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.

- 21.4 The Developer has further clarified to the Owners that the land comprised in Lot A and Lot B Land (morefully demarcated in the Plan annexed hereto) shall exclusively and irrevocably belong and be 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 Land. 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 Land 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 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.

- 21.5 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 163 Cottahs. Thus, in such event, the Owners Share shall be:

Total Saleable Area $(350 \times 3.6 \times 720) = 9,05,000$ sqft (more or less)



DISTRICT SUB-REGISTRAR
SOUTH 24 PGS. ALIPORE

27 MAR 2024

Saleable Area proportionate to the physical area comprised in the said Property = $(9,05,000 \times 163/350) = 4,21,471$.

Less: Retained Area allocable to the Developer = 70,416 square feet.

Thus Sales Proceeds of the Saleable Area to be shared between the Owners and the Developer = $(4,21,471 - 70,416) = 3,51,055$ square feet.

Owners Share would be = $(3,51,055 \times 50\%) + ((9,05,000 - 4,21,471 - 30,000 - (60 \times 720 \times 3.6)) \times 4\%)$ (Have assumed 60 Cottahs of land comprised in Lot C) = $(1,75,527 + 11,920) = 1,87,447$ square feet or $(1,87,447 / 9,05,000 \times 100\%) = 20.72\%$ share in the Sales Proceeds of the entire Project subject to retention of the Allocated Area and deduction of Brokerage and Marketing expenses.

It has also been agreed that the Owners will be further provided .33% of the Sales Proceeds of the entire Project subject to the deduction of Brokerage and Marketing expenses.

Developer's Share as per the above example, in respect of the said Property would be = 163608 + Retained Area 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 Owners of the Additional Lands.

ARTICLE XXII - MISCELLANEOUS

- 22.1 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.



DISTRICT SUB REGISTRAR
SOUTH 24 PGS. ALIPORE

27 MAR 2024

22.2 CONSEQUENCES OF CANCELLATION: In case the Developer cancels this Agreement , then notwithstanding anything elsewhere to the contrary contained in this Agreement the following consequences shall apply:

22.2.1 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.

22.2.2 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.

22.2.3 Due to the said cancellation for default of the Owners, the entire Security Deposit, liquidated damages as mutually agreed and all other 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. However if the Developer cancels without any default of the Owners then in such event the Owners shall only be liable to refund the Security Deposit.

22.2.4 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.

22.3 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:

22.3.1 To refund the entire Security Deposit and liquidated damages as mutually agreed and other amounts received till cancellation. After receipt of the entire Security Deposit and liquidated damages, the



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS. ALIPORE

27 MAR 2024

developer has no claim whatsoever over and in respect of the said property or any part or portion thereof.

22.4 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 Owner's 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.

22.5 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.

22.6 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.

22.7 RELATIONSHIP OF THE PARTIES - The parties have entered into this agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the parties hereto or be construed as a Joint Venture between the parties nor constitute an association of persons. Each party shall bear its own cost relating to the development of its share in the property and shall bear its own losses and retain its profits separately.



DISTRICT SUB REGISTRAR
SOUTH 24 PGS. ALIPORE
27 MAR 2024

22.8 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. The parties shall be responsible to pay income tax as applicable in respect of their respective share in the revenue 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.

22.9 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.

22.10 NAME OF THE PROJECT: The said Building Complex shall always be known as may be decided by the Developer

22.11 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.

22.12 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



DISTRICT SUB REGISTRAR
SOUTH 24 PGS, ALIPORE
27 MAR 2024

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.

22.13COSTS- 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.

22.14NOTICES: 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, or 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.

22.15No 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

22.16Time shall be the essence as regards the provisions of this agreement, both as regards the time and period mentioned herein



DISTRICT SUB-REGIONAL OFFICE
SOUTH 24 PGS. ALIPORE
27 MAR 2024

and as regards any times or periods which may, by agreement between the parties be substituted for them

22.17 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.

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

22.19 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

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

22.21 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

22.22 Each party shall co-operate 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.

22.23 **PROPERTY TAXES:** Subject to the Owners are in compliance with all its obligations and the Developer is able to develop the said Property,



DISTRICT SUB REGISTRAR
SOUTH 24 PGS, ALIPORE
27 MAR 2024

all municipal rates taxes and other outgoings (hereinafter referred to as the RATES & TAXES) payable in respect of the said Property from 01.04.2022 and until completion of the said Building Complex shall be paid borne and discharged by the Developer and any rates and taxes prior to 31.03.2022 shall be the obligation and responsibility of the Owners to pay and discharge the same.

ARTICLE XXIII – JURISDICTION

- 23.1 Only the Calcutta High Court and those having territorial jurisdiction over the said Property shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this Agreement or connected therewith.

THE FIRST SCHEDULE ABOVE REFERRED TO **(DEVOLUTION OF TITLE)**

- 1) Bakul Bala Mondal, Debala Devi Mondal, Ranajit Kumar Mondal and Provash Kumar Mondal, with the consent and concurrence of the confirming party therein sold, transferred and conveyed interest **50 cottahs 8 chittaks** along with structures in Municipal Premises No. 119/2B Matheswartala Road comprised out of CS Dag No. 682,683, 684, 685, 728, 731 and 732, Mouza Tangra, J.L.No. 5 to **M/s. Diamond Tannery & Co.**, vide deed of conveyance dated 27.02.2003 and registered with the office of District Sub- Registrar- III at Alipore and recorded in Book No. 1, Volume No. 10, pages 440 to 462, Being No. 2400 for the year 2003, hereinafter referred to as '**First Property**'.
- 2) Manmatha Nath Khatick while in possession of the land with structures, sold transferred and conveyed the right title and interest over and respect of ALL THAT piece of land measuring **1 bigha 15 cottahs and 21 sq. ft** comprised in holding No. 162, recorded in C.S. plot No. 672 under Khatian No. 171, J.L. No. 5, Touzi No. 1298/2833, Thana- Tollygunge, under Calcutta Corporation District: South 24 Parganasto M/s. East Calcutta Land Development Company (Private) Limited. The said deed of conveyance dated 21.12.1974 was registered with District Registrar and recorded in Book No. 1, Volume No. 196, Pages from 229 to 236, Being no. 8595 for the year 1974 hereinafter referred to as '**Second Property**'.
- 3) Thereafter, M/s. East Calcutta Land Development Company (Private) Limited while enjoying the right title interest and possession of the



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS. ALIPORE

27 MAR 2024

second property, sold transferred and conveyed the right title and interest over and respect of the second property to **M/s. Diamond Tannery & Co** vide a deed of conveyance dated 12.05.1975. The said deed of conveyance was registered with the Sub-Registrar at Alipore and recorded in Book No. 1, Volume No. 19, and Pages from 286 to 293, being no. 3512 for the year 1975.

- 4) Ram Chandra Shaw was entitled to 16 cottahs (more or less) out of ALL THAT piece of land measuring 87 decimals comprised Dag No. 671 and 671/889 under Khatian No. 221, Holding No. 160, J.L. No. 5, Touzi No. 1298/2833, Thana- Tollygunge, under Calcutta Corporation District: South 24 Parganas hereinafter referred to as '**Third Property**'.
- 5) Thereafter, Ram Chandra Shaw while in possession of the 16 Cottahs more or less sold transferred and conveyed the right title and interest over and respect of the 16 Cottahs to M/s. East Calcutta Land Development Company (Private) Limited. The said deed of conveyance dated 04.12.1974 was registered with District Sub- Registrar at Alipore and recorded in Book No. 1, Volume No. 165, Pages from 293 to 300, Being no. 6135 for the year 1974.
- 6) Thereafter, M/s. East Calcutta Land Development Company (Private) Limited while in possession of the 16 Cottahs sold transferred and conveyed the right title and interest over and respect of the 16 cottahs out of the third property to **M/s. Diamond Tannery & Co** vide a deed of conveyance dated 12.07.1975. The said deed of conveyance was registered with Sub-Registrar at Alipore and recorded in Book No. 1, Volume No. 89, Pages from 293 to 300, Being no. 3511 for the year 1975.
- 7) One Kailash Chandra Mukherjee while being the absolute owner of ALL THAT piece of land being Mourasi Mekarari land measuring 31 decimals equivalent to **18 Cottahs 12 Chittack 4 square feet (more or less)** comprised in Dag No. 673 under Khatian No.138 and Holding No. 163 J.L. No. 5, Touzi No. 1298/2833, Thana- Tollygunge, under Calcutta Corporation District: South 24 Parganas hereinafter referred to as "**Fourth Property**".
- 8) By an indenture dated 05.05.1975 while being enjoying the right title interest over the said fourth property has sold transferred and conveyed his right title interest over the said fourth property to **M/s Diamond Tannery**. The said deed of conveyance was registered with District Sub-Registrar at and recorded in Book No. 1, Volume No. 113, Pages from, Being no. 3620 for the year 1975.
- 9) One Jugal Chandra Biswas was enjoying the right title and interest over ALL THAT piece of land measuring 94 decimals equivalent to **56 Cottahs 13 Chittack 41.4 square feet** comprised Dag No. 669 and



DISTRICT SUB-REGISTRAR
SOUTH 24 PGS., ALIPORE

27 MAR 2024

670 under Khatian No. 180 within Tollygunge municipality Holding No. 156 J.L. No. 5, Touzi No. 1298/2833, Thana- Tollygunge, under Calcutta Corporation District: South 24 Parganas, hereinafter referred to as '**Fifth Property**'.

- 10) By an indenture dated 27.11.1972 while being enjoying the right title interest over the said Fifth property, he sold and transferred conveyed his right title interest over the said fourth property to **LI HSIAO YUN LIN**. The said deed of conveyance was registered with District Sub- Registrar at and recorded in Book No. 1, Volume No. 100, Pages from 138-141, Being no. 4631 for the year 1972.
- 11) The said Li Hsiao Yun Lin, died on 05.06.1998
- 12) That said Li Hsiao Yun Lin, died intestate on 05.06.1988, leaving behind her legal heirs being (1) Mrs. Liao Mei Ying, (daughter-in-law) (2) Mr. Li Tai Choi, (grandson), (3) Mr. Li Tai Yu (grandson) (4) Mr. Li Tai Pao (grandson) and (5) Ms. Li Soon Fang (granddaughter) each being entitled to 1/5th share in the Fifth Property.
12. By a Deed of Gift Dated 21/3/2022 the Li Soon Fang gifted her undivided 1/5th share in the Fifth Property to Li Tai Choi, Mr. Li Tai Yu and Mr. Li Tai Pao in equal shares.
13. By virtue of above the Owner No.1 became entitled to the First, Second, Third and Fourth Property being a divided and demarcated portion of ALL THAT the land comprised in:
 - CS Dag No. 671 - **10 Cottahs** (more or less)
 - CS Dag No. 671/889- **6 Cottahs** (more or less)
 - CS Dag No.672 - **1 bigha 15 cottahs and 21 sq. ft** (more or less)
 - CS Dag No.673 - **18 Cottahs 12 Chittack 4 square feet** (more or less) and
 - CS Dag No. 683 (P) and 684(P) - **50 cottahs 8 chittaks** (more or less)

Mouza Tangra, J.L.No.5, Sub Division N, Grand Division IV, being divided and demarcated part of Municipal Premises No. 119/2B Matheswartala Road, Kolkata 700 046 admeasuring **120 Cottahs 4 Chittack 25 square feet (more or less)** P.S.Pragati Maidan (previously P.S. Tiljala), under Ward No.66 of Kolkata Municipal Corporation, comprised in Dihi Panchannagram, together with all buildings and structures standing thereon
14. By virtue of the above the Owner No. 2 to 4 became entitled to the Fifth Property being ALL THAT the land comprised in
 - CS Dag No. 669 - **33 Cottahs 14 Chittack 3.4 square feet** (more or less)



DISTRICT COLLECTOR'S OFFICE
SOUTH 24 PGS., ALIPORE
27 MAR 2024

CS Dag No. 670 - **22 Cottahs 15 Chittacks 38 square feet** (more or less)

Mouza Tangra, J.L.No.5, Sub Division N, Grand Division IV, being divided and demarcated part of Municipal Premises No. 119/2B Matheswartala Road, Kolkata 700 046 admeasuring 48 Cottahs 10 Chittack 38 square feet (more or less) P.S.Pragati Maidan (previously P.S. Tiljala), under Ward No.66 of Kolkata Municipal Corporation, comprised in Dihi Panchannagram, together with all buildings and structures standing thereon in the following shares:

- Owner No 2 - $1/5^{\text{th}}$ share
- Owner No. 3- $4/15^{\text{th}}$ share
- Owner No. 4- $4/15^{\text{th}}$ share
- Owner No. 5- $4/15^{\text{th}}$ share

15. By a deed of sale dated 24/02/2022, the Owner No.1 has sold and transferred undivided 10 square feet in ALL THAT the land comprised in CS Dag No. 671,671/889,672, 673, 683 and 684, Mouza Tangra, J.L.No.5, Sub Division N, Grand Division IV, being divided and demarcated part of Municipal Premises No. 119/2B Matheswartala Road, Kolkata 700 046 admeasuring 120 Cottahs 4 Chittack 25 square feet (more or less) P.S.Pragati Maidan (previously P.S. Tiljala), under Ward No.66 of Kolkata Municipal Corporation, comprised in Dihi Panchannagram, together with all buildings and structures standing thereon, to the Owner No. 2 to 4 herein
16. By a deed of sale dated 24/02/2022, the Owner No. 2 to 4 have sold and transferred undivided 10 square feet in ALL THAT the land comprised in CS Dag No. 669 and 670, Mouza Tangra, J.L.No.5, Sub Division N, Grand Division IV, being divided and demarcated part of Municipal Premises No. 119/2B Matheswartala Road, Kolkata 700 046 admeasuring 56 Cottahs 13 Chittack 41.4 square feet (more or less) P.S.Pragati Maidan (previously P.S. Tiljala), under Ward No.66 of Kolkata Municipal Corporation, comprised in Dihi Panchannagram, together with all buildings and structures standing thereon, to the Owner No. 1 herein.
17. However on physical inspection, it is pertinent to mention that **10 Cottahs** of divided and demarcated land comprised of CS Dag No. 671, Mouza Tangra Khatian No. 221, Holding No. 160, J.L. No. 5, Touzi No. 1298/2833, Thana- Tollygunge, under Calcutta Corporation District: South 24 Parganas being part of the 'Third Property' is only included in the said Property and CS Dag No. 671/889 is not forming part of the said Property.



DISTRICT SUB REGISTRAR
SOUTH 24 PGS., ALIPORE
27 MAR 2024

18. Further on physical inspection it is also found that 42.53 decimals equivalent **25 Cottahs 11 Chittack and 31 square feet** (more or less) of divided and demarcated land comprised of CS Dag No. 669, Mouza Tangra Khatian No. 180, Holding No. 156, J.L. No. 5, Touzi No. 1298/2833, Thana- Tollygunge, under Calcutta Corporation District: South 24 Parganas is only included in the said Property and the remaining portion of CS Dag 669 is falling outside the said Property.
19. Thus in the abovementioned events, the Owners are owners and absolutely seized and possessed of ALL THAT the divided and demarcated land comprised in
 CS Dag No. 669 -**25 Cottahs 11 Chittack and 31 square feet** (more or less)
 CS Dag No. 670- **22 Cottahs 15 Chittacks 38 square feet** (more or less)
 CS Dag No. 671- **10 Cottahs** (more or less)
 CS Dag No. 672 -**1 bigha 15 cottahs and 21 sq. ft** (more or less)
 CS Dag No. 673 -**18 Cottahs 12 Chittack 4 square feet** (more or less) and
 CS Dag No. 682, 683, 684 and 685 - **50 cottahs 8 chittaks** (more or less)

Mouza Tangra, J.L.No.5, Sub Division N, Grand Division IV, being Municipal Premises No. 119/2B Matheswartala Road, Kolkata 700 046 admeasuring 163 Cottahs (more or less) P.S. Pragati Maidan (previously P.S. Tiljala), under Ward No. 66 of Kolkata Municipal Corporation, comprised in Dihi Panchannagram (hereinafter referred to as the said Property), together with all buildings and structures as per the land holding as mentioned hereinabove.

20. The said Property has been numbered as Municipal Premises No. 119/2B Matheswartala Road under Ward 66 of the Kolkata Municipal Corporation.

THE SECOND SCHEDULE ABOVE REFERRED TO
SAID PROPERTY

ALL THAT the divided and demarcated part of land comprised in CS Dag No. 669, 670, 671, 672, 673, 682, 683, 684 and 685, Mouza Tangra, J.L.No.5, Sub Division N, Grand Division IV, being Municipal Premises No. 119/2B Matheswartala Road, Kolkata 700 046 admeasuring 163 Cottahs (more or



DISTRICT SUB REGISTRAR
SOUTH 24 PGS., ALIPORE

27 MAR 2024

less) P.S.Pragati Maidan (previously P.S. Tiljala), under Ward No.66 of 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 Municipal Premises No. 119/2A/1 and CS Dag No. 668 (P), 669(P) 686 and 687, Mouza Tangra
- ON THE EAST : By Public Road (Matheswartala Road)
- ON THE SOUTH : By Public Road (Matheswartala Road), Municipal Premises No. 102 Matheswartala Road and CS Dag 674, Mouza Tangra
- ON THE WEST : By Municipal Premises No. 102 Matheswartala Road and CS Dag 701 and 902, Mouza Tangra

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, Mouza Tangra, J.L.No.5, Sub Division N, Grand Division IV, being Municipal Premises No. 119/2A/1 Matheswartala Road, Kolkata 700 046 admeasuring 55 cottah 1 chittack and 14 square feet square feet (more or less) P.S.Pragati Maidan (previously P.S. Tiljala), under Ward No.66 of Kolkata Municipal Corporation, comprised in Dihi Panchannagram, together with all buildings and structures standing thereon

PART II

LOT B PROPERTY

ALL THAT the divided and demarcated land comprised in CS Dag No. 660 and 661, Mouza Tangra, J.L.No.5, Sub Division N, Grand Division IV admeasuring 75 cottah (more or less) P.S. Pragati Maidan (previously P.S. Tiljala), under Ward No.66 of Kolkata Municipal Corporation, comprised in Dihi Panchannagram, together with all buildings and structures standing thereon



DISTRICT SUB REGISTRAR
SOUTH 24 PGS. ALIPORE
27 MAR 2024

PART III
LOT C PROPERTY

ALL THAT the land comprised in CS Dag No. 674, 675, 676 and 678, Mouza Tangra, J.L.No.5, Sub Division N, Grand Division IV, admeasuring 77 cottah (more or less) P.S. Pragati Maidan (previously P.S. Tiljala), under Ward No.66 of Kolkata Municipal Corporation, comprised in Dihi Panchannagram, together with all buildings and structures standing thereon



DISTRICT SUB REGISTRAR
SOUTH 24 PGS, ALIPORE
27 MAR 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) Jayanti Paudyal
Chowdhury (Nri) B/OCW,
Ces - 72142

2) Pravat K. Das
85A Sarat Bose Road
Kul-22

DIAMOND TANNERY & CO.

Li Tai Pao
Partner

DIAMOND TANNERY & CO.

Li Tai Pao
Partner

DIAMOND TANNERY & CO.

Li Tai Pao
Partner

DIAMOND TANNERY & CO.

Li Tai Pao
Partner

Li Tai Pao
Partner

Li Tai Pao
(LI TAI CHOI)

Li Tai Pao
(LI TAI YU)

Li Tai Pao
(LI TAI PAO)

SIGNED AND DELIVERED BY THE DEVELOPER

At Kolkata in the presence of:

1) Jayanti Paudyal
2) Pravat K. Das

PS GROUP REALTY PVT. LTD.
Director/Authorised Signatory

Abhishek Roy

Abhishek Roy
Advocate
Alipore Judges Court
Enrollment No F/2047/1780/2019



DISTRICT SUB REGISTRAR
SOUTH 24 PGS., ALIPORE
27 MAR 2024

SPECIMEN FORM FOR TEN FINGERPRINTS



Leung Kuen out

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



Leao mei ying

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



Lo Kin

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



Li Kin

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



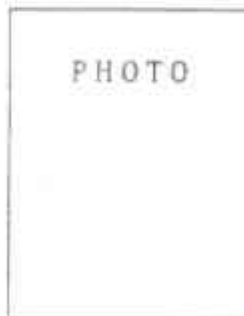
DISTRICT SUB REGISTRAR
SOUTH 24 PGS. ALIPORE
27 MAR 2024

SPECIMEN FORM FOR TEN FINGERPRINTS



Li Tai-fan

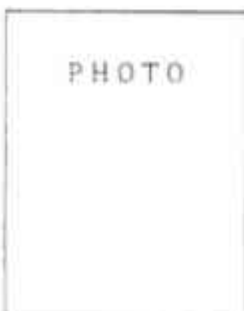
	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



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



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



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



DISTRICT SUB REGISTRAR
SOUTH 24 PGS. ALIPORE
27 MAR 2024

Major Information of the Deed




Deed No :	I-1603-05360/2024	Date of Registration	27/03/2024
Query No / Year	1603-2000796093/2024	Office where deed is registered	
Query Date	26/03/2024 12:23:23 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], [4311] Other than Immovable Property, Receipt [Rs : 51,00,000/-]	
Set Forth value		Market Value	
		Rs. 52,81,20,053/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 75,121/- (Article:48(g))		Rs. 51,053/- (Article:E, E, B)	
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: 119/2B, , Ward No: 066 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	163 Katha		52,81,20,053/-	Property is on Road
Grand Total :				268.95Dec	0 /-	5281,20,053 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	DIAMOND TANNERY & CO 119/2B, Matheswartola Road, City:- , P.O:- Gobindo Khatick Road, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046 , PAN No.:: AAxxxxxx6B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative			
2	Name LIAO MEI YING Wife of Late Li Chin Cheng Executed by: Self, Date of Execution: 27/03/2024 , Admitted by: Self, Date of Admission: 27/03/2024 ,Place : Office	Photo  27/03/2024	Finger Print  Captured LTI 27/03/2024	Signature  27/03/2024

119/2B, Matheswartola Road, City:- , P.O:- Gobindo Khatick Road, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046 Sex: Female, By Caste: Buddhist, Occupation: Others, Citizen of: India, PAN No.:: abxxxxxx5p, Aadhaar No: 48xxxxxxxx5828, Status :Individual, Executed by: Self, Date of Execution: 27/03/2024 , Admitted by: Self, Date of Admission: 27/03/2024 ,Place : Office

3	Name	Photo	Finger Print	Signature
	LI TAI CHOI Son of Late Li Chin Cheng Executed by: Self, Date of Execution: 27/03/2024 , Admitted by: Self, Date of Admission: 27/03/2024 ,Place : Office	 27/03/2024	 Captured LTI 27/03/2024	 27/03/2024

119/2B, Matheswartola Road, City:- , P.O:- Gobindo Khatick Road, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046 Sex: Male, By Caste: Buddhist, Occupation: Others, Citizen of: India, PAN No.:: aaxxxxxx3f, Aadhaar No: 82xxxxxxxx9744, Status :Individual, Executed by: Self, Date of Execution: 27/03/2024 , Admitted by: Self, Date of Admission: 27/03/2024 ,Place : Office

4	Name	Photo	Finger Print	Signature
	LI TAI YU Son of Late Li Chin Cheng Executed by: Self, Date of Execution: 27/03/2024 , Admitted by: Self, Date of Admission: 27/03/2024 ,Place : Office	 27/03/2024	 Captured LTI 27/03/2024	 27/03/2024

119/2B, Matheswartola Road, City:- , P.O:- Gobindo Khatick Road, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046 Sex: Male, By Caste: Buddhist, Occupation: Others, Citizen of: India, PAN No.:: ABxxxxxx3E, Aadhaar No: 77xxxxxxxx2742, Status :Individual, Executed by: Self, Date of Execution: 27/03/2024 , Admitted by: Self, Date of Admission: 27/03/2024 ,Place : Office










5	Name	Photo	Finger Print	Signature
	LI TAI PAO Son of Late Li Chin Cheng Executed by: Self, Date of Execution: 27/03/2024 , Admitted by: Self, Date of Admission: 27/03/2024 ,Place : Office	 27/03/2024	 Captured LTI 27/03/2024	 27/03/2024

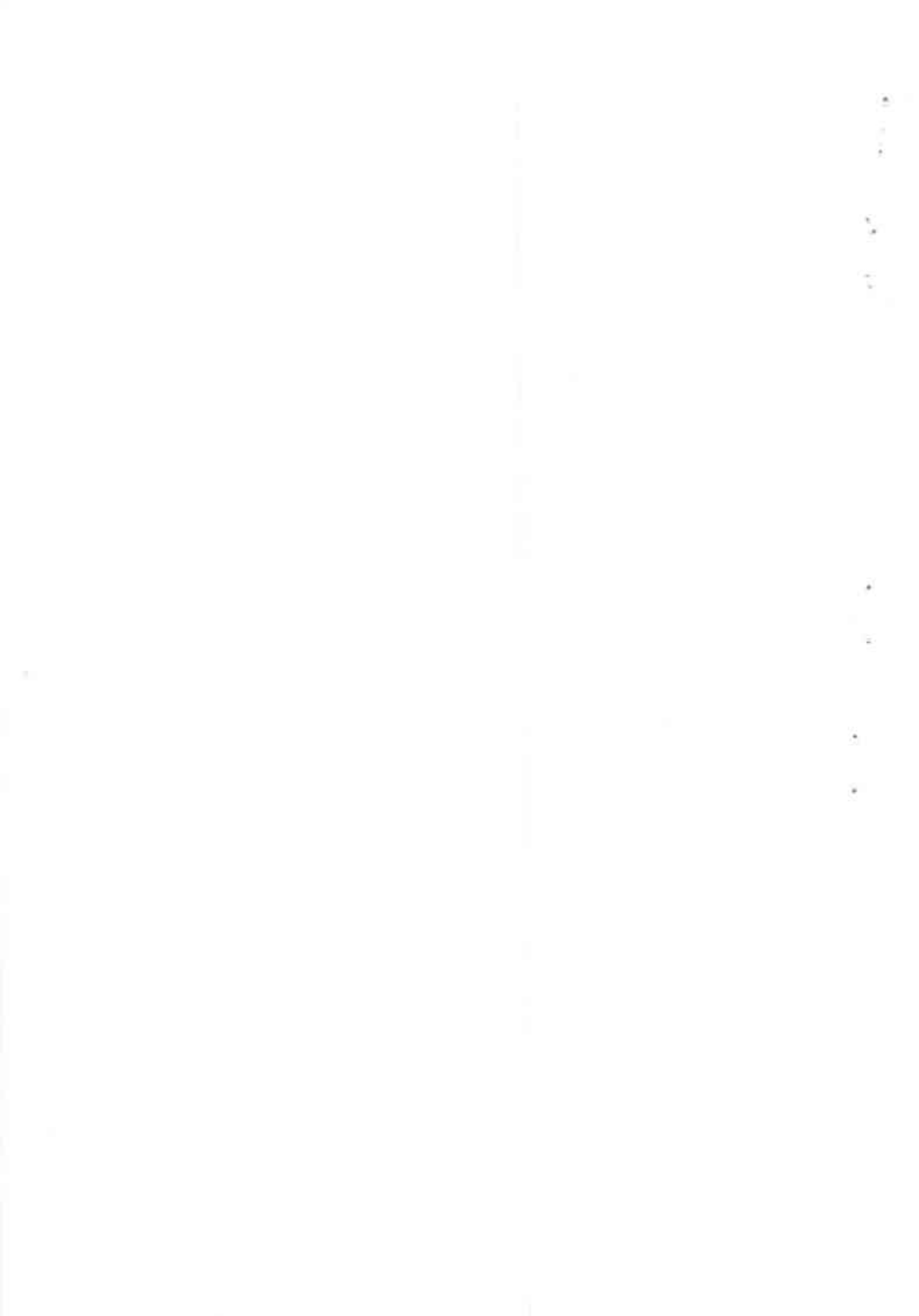
119/2B, Matheswartola Road, City:- , P.O:- Gobindo Khatick Road, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046 Sex: Male, By Caste: Buddhist, Occupation: Others, Citizen of: India, PAN No.:: ABxxxxxx4D, Aadhaar No: 79xxxxxxxx5006, Status :Individual, Executed by: Self, Date of Execution: 27/03/2024 , Admitted by: Self, Date of Admission: 27/03/2024 ,Place : Office







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:- 700105 , PAN No.:: AAxxxxxx0E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Representative Details				
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	LIAO MEI YING Wife of Late Li Chin Cheng Date of Execution - 27/03/2024, , Admitted by: Self, Date of Admission: 27/03/2024, Place of Admission of Execution: Office		 Captured	
	Mar 27 2024 1:29PM	LTI 27/03/2024	27/03/2024	
119/2B, Matheswartola Road, City:- , P.O:- Gobindo Khatick Road, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046, Sex: Female, By Caste: Buddhist, Occupation: Others, Citizen of: India, , PAN No.:: abxxxxxx5p, Aadhaar No: 48xxxxxxxx5828 Status : Representative, Representative of : DIAMOND TANNERY & CO (as PARTNER)				
2	Name	Photo	Finger Print	Signature
	LI TAI CHOI Son of Late Li Chin Cheng Date of Execution - 27/03/2024, , Admitted by: Self, Date of Admission: 27/03/2024, Place of Admission of Execution: Office		 Captured	
	Mar 27 2024 1:25PM	LTI 27/03/2024	27/03/2024	
119/2B, Matheswartola Road, City:- , P.O:- Gobindo Khatick Road, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046, Sex: Male, By Caste: Buddhist, Occupation: Others, Citizen of: India, , PAN No.:: aaxxxxxx2f, Aadhaar No: 82xxxxxxxx9744 Status : Representative, Representative of : DIAMOND TANNERY & CO (as PARTNER)				
3	Name	Photo	Finger Print	Signature
	LI TAI YU Son of Late Li Chin Cheng Date of Execution - 27/03/2024, , Admitted by: Self, Date of Admission: 27/03/2024, Place of Admission of Execution: Office		 Captured	
	Mar 27 2024 1:24PM	LTI 27/03/2024	27/03/2024	
119/2B, Matheswartola Road, City:- , P.O:- Gobindo Khatick Road, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046, Sex: Male, By Caste: Buddhist, Occupation: Others, Citizen of: India, , PAN No.:: abxxxxxx3e, Aadhaar No: 77xxxxxxxx2742 Status : Representative, Representative of : DIAMOND TANNERY & CO (as PARTNER)				



4	Name	Photo	Finger Print	Signature
	LI TAI PAO Son of Late Li Chin Cheng Date of Execution - 27/03/2024, , Admitted by: Self, Date of Admission: 27/03/2024, Place of Admission of Execution: Office	 Mar 27 2024 1:27PM	 Captured LTI 27/03/2024	 27/03/2024
119/2B, Matheswartola Road, City:- , P.O:- Gobindo Khatick Road, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046, Sex: Male, By Caste: Buddhist, Occupation: Others, Citizen of: India, , PAN No.:: abxxxxxx4d, Aadhaar No: 79xxxxxxxx5006 Status : Representative, Representative of : DIAMOND TANNERY & CO (as PARTNER)				
5	Name	Photo	Finger Print	Signature
	Mr SURENDRA KUMAR DUGAR (Presentant) Son of Late J M Dugar Date of Execution - 27/03/2024, , Admitted by: Self, Date of Admission: 27/03/2024, Place of Admission of Execution: Office	 Mar 27 2024 1:22PM	 Captured LTI 27/03/2024	 27/03/2024
1002 E M Bypass, City:- , P.O:- Dhapa, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700105, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: acxxxxxx7k, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : PS GROUP REALTY PRIVATE LIMITED				

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	 27/03/2024	 Captured 27/03/2024	 27/03/2024
Identifier Of LIAO MEI YING, LI TAI CHOI, LI TAI YU, LI TAI PAO, LIAO MEI YING, LI TAI CHOI, LI TAI YU, LI TAI PAO, Mr SURENDRA KUMAR DUGAR			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	DIAMOND TANNERY & CO	PS GROUP REALTY PRIVATE LIMITED-188.48 Dec
2	LIAO MEI YING	PS GROUP REALTY PRIVATE LIMITED-16.0832 Dec
3	LI TAI CHOI	PS GROUP REALTY PRIVATE LIMITED-21.4622 Dec
4	LI TAI YU	PS GROUP REALTY PRIVATE LIMITED-21.4622 Dec
5	LI TAI PAO	PS GROUP REALTY PRIVATE LIMITED-21.4622 Dec



Endorsement For Deed Number : I - 160305360 / 2024

On 27-03-2024

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 12:58 hrs on 27-03-2024, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr SURENDRA KUMAR DUGAR ,

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 52,81,20,053/-

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

Execution is admitted on 27/03/2024 by 1. LIAO MEI YING, Wife of Late Li Chin Cheng, 119/2B, Matheswartola Road, P.O: Gobindo Khatick Road, Thana: Tiljala, , South 24-Parganas, WEST BENGAL, India, PIN - 700046, by caste Buddhist, by Profession Others, 2. LI TAI CHOI, Son of Late Li Chin Cheng, 119/2B, Matheswartola Road, P.O: Gobindo Khatick Road, Thana: Tiljala, , South 24-Parganas, WEST BENGAL, India, PIN - 700046, by caste Buddhist, by Profession Others, 3. LI TAI YU, Son of Late Li Chin Cheng, 119/2B, Matheswartola Road, P.O: Gobindo Khatick Road, Thana: Tiljala, , South 24-Parganas, WEST BENGAL, India, PIN - 700046, by caste Buddhist, by Profession Others, 4. LI TAI PAO, Son of Late Li Chin Cheng, 119/2B, Matheswartola Road, P.O: Gobindo Khatick Road, Thana: Tiljala, , South 24-Parganas, WEST BENGAL, India, PIN - 700046, by caste Buddhist, by Profession Others

Indetified 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 Service

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

Execution is admitted on 27-03-2024 by LI TAI PAO, PARTNER, DIAMOND TANNERY & CO, 119/2B, Matheswartola Road, City:- , P.O:- Gobindo Khatick Road, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046

Indetified 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 Service

Execution is admitted on 27-03-2024 by Mr SURENDRA KUMAR DUGAR,

Indetified 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 Service

Execution is admitted on 27-03-2024 by LIAO MEI YING, PARTNER, DIAMOND TANNERY & CO, 119/2B, Matheswartola Road, City:- , P.O:- Gobindo Khatick Road, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046

Indetified 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 Service

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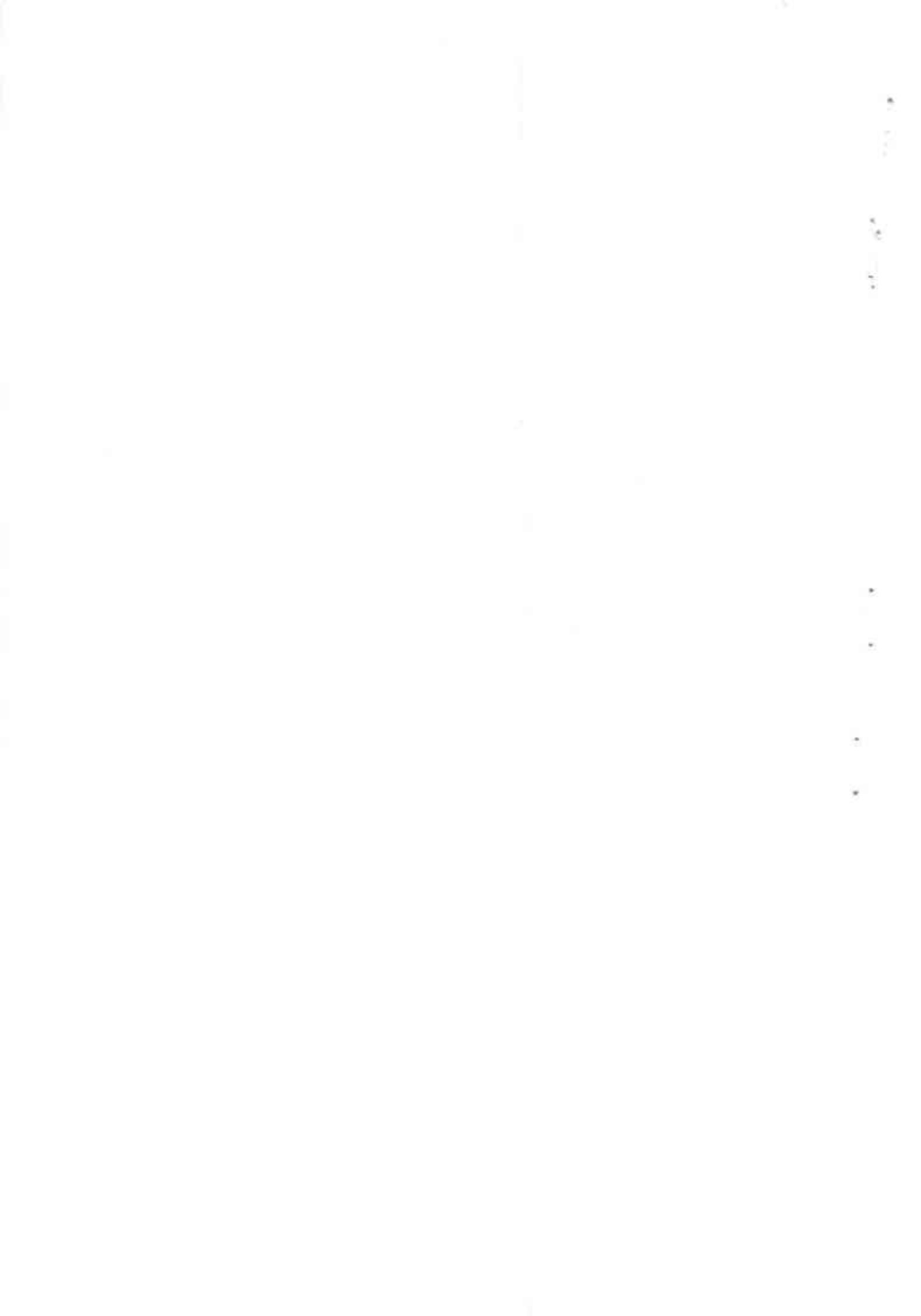
Indetified by Mr PRAVAKAR DAS, , Son of Mr Sankar Das, Nabagram, P.O: Nabagram, Thana: Shyampur, , Howrah, WEST BENGAL, India, PIN - 711315, by caste Hindu, by profession Service

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Indetified 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 Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 51,053.00/- (B = Rs 51,000.00/- , E = Rs 21.00/- , H = Rs 28.00/- , M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 51,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/03/2024 3:39PM with Govt. Ref. No: 192023240437849358 on 26-03-2024, Amount Rs: 51,021/-, Bank: SBI EPay (SBlePay), Ref. No. 7777552965115 on 26-03-2024, Head of Account 0030-03-104-001-16



Payment of Stamp Duty

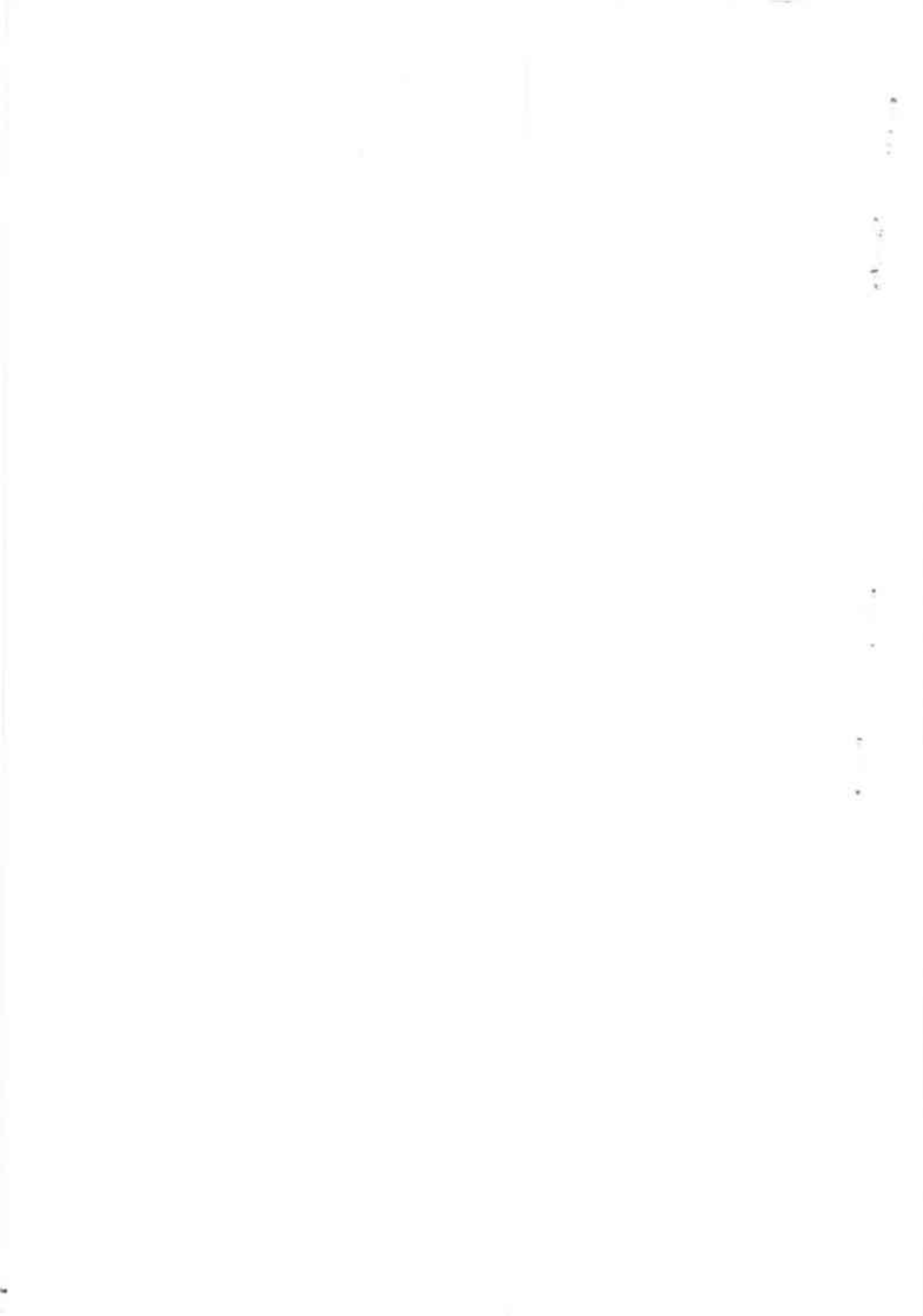
Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 5280, Amount: Rs.100.00/-, Date of Purchase: 09/02/2024, Vendor name: S DAS
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 26/03/2024 3:39PM with Govt. Ref. No: 192023240437849358 on 26-03-2024, Amount Rs: 75,021/-, Bank: SBI EPay (SBlePay), Ref. No. 7777552965115 on 26-03-2024, 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



$$f(x) = x^2 - 1$$

$$f(x) = x^2 - 1$$

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$$f(x) = x^2 - 1$$

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2024, Page from 131735 to 131806

being No 160305360 for the year 2024.



Digitally signed by Debasish Dhar
Date: 2024.04.01 11:24:10 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 01/04/2024

DISTRICT SUB-REGISTRAR

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

West Bengal.

PS Group Realty Pvt. Ltd.

(Constituted Attorney / Authorised Signatory)