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No.....Rs. /- Date.....

Name:- B. C. LAHIRI  
*Advocate*

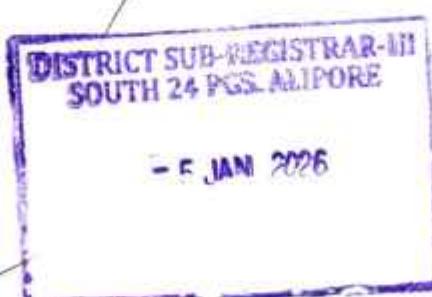
Address:- Alipore Judge's Court, Kol-27  
Alipore Collectorate, 24 Pgs. (S)

SUBHANKAR DAS

STAMP VENDOR

Alipore Police Court, Kol-27

Vendor .....



*PRAVAKAR DAS*

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

**(1) MANINAGAR DEVELOPERS LLP (PAN ABFHM4923A) (LLPIN AAL-3868)** a Limited Liability Partnership, within the meaning of the Limited Liability Partnership Act, 2013 having its Registered Office situated at 12C Chakraberia Road (North), P.S. Ballygunge P.O. Lala Lajpat Rai Sarani Kolkata - 700020 and represented by its Authorised Signatory **SHRI RADHE SHYAM PANCHARIA [PAN AEQPP5365K]**, son of Sri Bhanwar Lal Pancharia, residing at 1/11, Arbinda Nagar, Police Station - Jadavpur, Post Office - Bijoygarh, Kolkata - 700 032, by virtue of Board Resolution dated 23.07.2024.

**(2) GREEN FIELD NIKETAN PRIVATE LIMITED (CIN U45200WB2007PTC113880) (PAN AACCG8179K)** 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 12C Chakraberia Road (North), P.S. Ballygunge P.O. Lala Lajpat Rai Sarani Kolkata - 700020 and represented by its Authorised Signatory **SHRI RADHE SHYAM PANCHARIA [PAN AEQPP5365K]**, son of Sri Bhanwar Lal Pancharia, residing at 1/11, Arbinda Nagar, Police Station - Jadavpur, Post Office - Bijoygarh, Kolkata - 700 032, by virtue of Board Resolution dated 23.07.2024.

**(3) RAINBOW ENCLAVE PRIVATE LIMITED (CIN U70101WB1995PTC073425) (PAN AABCR2114G)** 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 12C Chakraberia Road (North), P.S. Ballygunge P.O. Lala Lajpat Rai Sarani Kolkata - 700020 and represented by its Director **SHRI SANJAY SHARMA (PAN BTUPS9455H)** son of Shri Ram Swarup Sharma, working for gain at 12C Chakraberia Road (North), P.S. Ballygunge P.O. Lala Lajpat Rai Sarani Kolkata - 700020,

**(4) KASAUTI VYAPAAR PRIVATE LIMITED (CIN U51109WB2006PTC107781) (PANAACCK9206F)** 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 12C Chakraberia Road (North), P.S. Ballygunge P.O. Lala Lajpat Rai Sarani Kolkata - 700020 and represented by its Director **SHRI ARIHANT SANCHETI (PAN FOIPS8939R)** son of Shri Arun Kumar Sancheti, working for gain at 12C Chakraberia Road (North), P.S. Ballygunge P.O. Lala Lajpat Rai Sarani Kolkata - 700020, all hereinafter collectively referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successor and/or successors in office/interest and assigns) of the **ONE PART**

**AND**

**PS GROUP REALTY PRIVATE LIMITED (CIN U65922WB1988PTC044915) (PAN AABCP5390E)** also a company having been incorporated in accordance with the provisions of the Companies Act 1956 and an existing company within the meaning of the Companies Act 2013 having its registered office situated at 1002, E. M. Bypass Front Block, Kolkata - 700 015, P.S. Pragati Maidan, P.O. Dhapa, and represented by its Director Shri Arun Kumar Sancheti (PAN AKOPS4951L) son of Shri Sumermall Sancheti working for gain at 1002, E. M. Bypass Front Block, Kolkata - 700 015, P.S. Pragati Maidan, P.O. Dhapa, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **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'.



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B) The Owners are the absolute owners of ALL THAT piece and parcel of land containing by estimation an area of 55 Cottahs 1 chittack and 40 square feet (more or less) comprised in C.S. Dag No. 662 (P) and 668 (P) in Mouza Tangra being Municipal Premises No 122D/5, Matheswartala Road (previously numbered as 119/2A/1), Kolkata - 700 046 under Ward No. 66 of Kolkata Municipal Corporation, District South 24 Parganas (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the **SAID PROPERTY**)

C) By a development agreement dated 21.10.2024 registered in the Office of D.S.R. III, South 24 Parganas, Alipore, vide Book I, CD Volume No 1603 -2024, Pages 485747 to 485807, Being 160317622 for the year 2024 (hereinafter referred to as the "**First Development Agreement**"), the Owners had appointed the Developer herein to develop the said Property on the terms and conditions as enumerated in the said development agreement.

D) Subsequent to the First Development Agreement, the Owners, along with owners of the adjacent plots, have executed a Deed of Amalgamation dated 7 May 2025, registered at DSR-III, South 24 Parganas, Alipore, in Book No. I, Volume No. 1603 - 2025, Pages 299328 to 299380, Being No. 160311314 for 2025 ("Deed of Amalgamation"), amalgamating their land parcels into a single premise under one assessee number to facilitate such integrated development and FAR utilization.

E) The Owners and the Developer have mutually agreed to amend the First Development Agreement, and this agreement shall supersede the said First Development Agreement and shall be remain in force and binding in the amended and restated form contained in this Agreement.

F) The Owners shall construct a residential building for self-use utilizing their own resources. However, the ingress and egress to the said



Property was facilitated through a narrow public road, which limited the Floor Area Ratio (FAR) / Floor Space Index (FSI) applicable to the said Property. In order to attain a higher FAR / FSI, the Owners had approached the Developer with a proposal to amalgamate the said Property with the adjacent properties under development by the Developer, which has been carried out as provided in Recital D. It is expressly understood that out of the total FAR/FSI applicable to the said Property, the Owners shall not grant any development rights in respect of 37,726 square feet, which they shall use for development of their own residential building. Any FAR/FSI in excess of the stipulated area of 37,726 square feet shall be developed by the Developer by using the same in the new buildings to be constructed in the adjacent properties, subject to the terms and conditions as agreed herein.

G) Thus the Owners and the Developer have agreed to undertake the development of the for the consideration and subject to the terms and conditions hereinafter appearing

H) The parties are desirous of recording the same, in writing

**NOW THIS AGREEMENT WITNESS, 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.

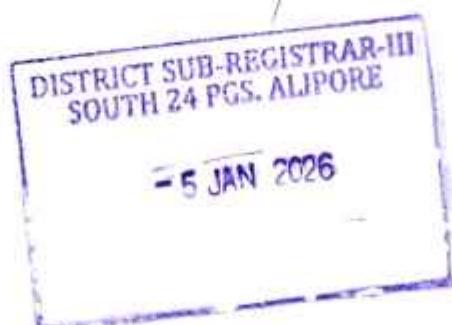
- 1.1 **ARCHITECT** - shall mean any person or persons or firm or firms appointed or nominated by the Developer as the Architect(s) of the building.
- 1.2 **ADDITIONAL LANDS** shall mean the lands as defined in Clause 19.2 herein.



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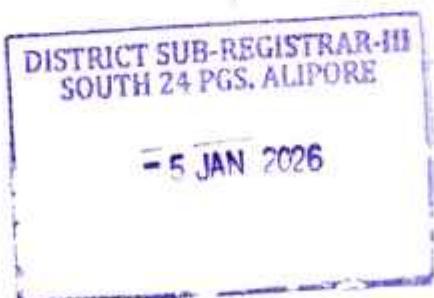
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- 1.3 **ABUTTING LAND OWNERS** shall mean the said Jewrajka Plastics LLP and shall include their respective successor and/or successors in office/interest and assigns
- 1.4 **BUILDING PLAN** - shall mean the map or plan to be submitted for sanction to Kolkata Municipal Corporation for undertaking construction on the said on the said Property as the case may be and shall include any amendments and/or modifications made thereto by the Developer.
- 1.5 **BUILDING COMPLEX** shall mean the development comprising of one or more of such several components as may be determined by the Developer at its sole and absolute discretion, proposed to be carried out by the Developer on the Additional/Adjacent lands (the proportion and/or area of each component as also the manner and phases of construction of the same to be determined by the Developer).
- 1.6 **COMMON AREAS, FACILITIES AND AMENITIES** – shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, overhead water tank, water pump and motor, drive-ways, common lavatories, Generator, transformer, Effluent Treatment Plant, Fire Fighting systems and other facilities in the buildings forming part of the said Housing Project, which may be decided by the Developer in its absolute discretion and provided by the Developer, and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Building Complex. It being clarified that the passage leading to the said Property shall not be part of the Common Areas and shall belong to the Owners and owner of Lot C Land and/or Association of the Project to be constructed in portion of Lot A, D and E and shall be conveyed in proportion to the land owning ratio.
- 1.7 **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. It being clarified that the allottees of the Project shall be entitled to use the Common Areas, Facilities and/or Amenities in the Building Complex and shall bear the proportionate share of Common Expenses. The Common Expenses shall be borne by the allottees of the Project to be constructed in Lot A, D and E. However, the Owners herein shall pay Rs. 10,000/- plus applicable GST to the Association of the Project for maintenance of the Driveway leading to the said Property.

- 1.8 **CONSENTS** shall mean the planning permission and all other consents including but not limited to the consent to amalgamate the said Property with Additional/Adjacent 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.
- 1.9 **DEVELOPER** shall mean **PS GROUP REALTY PVT LTD** a private limited company having been incorporated in accordance with the provisions of the Companies Act 1956 as extended by the Companies Act 2013 and shall include its successor and/or successors in office/interest and assigns.
- 1.10 **DEPOSITS** shall mean each of the amounts levied/charged/imposed/received by the Developer from an Intending Transferee as deposits and/or as sinking funds, corpus deposits etc. by whatever name called, for the installation as also for the on-going maintenance and management of inter alia the electrical infrastructure, the water connections, generator, all facilities serving the Project, municipal rates and taxes, commercial surcharge, land revenue, duties, charges and other outgoings, and the proportionate costs and expenses for the maintenance and management of the Commonly Used Areas And



Facilities including the proportionate share of inter alia the municipal rates and taxes, commercial surcharge and land revenue in respect of the Commonly Used Areas And Facilities, and further all other deposits applicable to/imposed on the Intending Transferee(s), each as determined by the Developer at its sole and absolute discretion, the frequency, quantum and heads whereof shall be determined by the Developer from time to time at its sole and absolute discretion and will be held by the Developer till the same (subject to such deductions as may be applicable) are transferred to the Organization or made over to anybody/authority, statutory or otherwise.

1.11 **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 etc., each as determined by the Developer at its sole and absolute discretion.

1.12 **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.

1.13 **JOINT VENTURE AGREEMENT** shall mean this agreement

1.14 **OWNERS** shall mean the said said Maninagar Developers LLP, Green Field Niketan Private Limited, Rainbow Enclave Private Limited And Kasauti Vyapaar Private Limited and shall include their representatives, successor and/or successors in office/interest and assigns.



1.15 **PROJECT** shall mean and include (a) development of Building Complex using the additional FSI available in respect of the said Property, to be constructed on lands for which the Developer has entered into separate agreements (b) Transfer of the Transferable Areas to the Transferees and the collection of the Sales Proceeds from the Transferees subject to the Owner's Share, all as per the terms and conditions hereof

1.16 **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.

1.17 **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, the amount if any received from any Intending Transferee as compensation on cancellation of an agreement executed with such Intending Transferee, but the term shall not mean or include:

- i. the Deposits;
- ii. the Extra Charges;
- iii. the Taxes, duties, fees;
- iv. any amounts received towards/as fees for nomination, transfer, assignment etc.;



- v. the amounts received by way of loan(s) from any bank(s), financial institution(s), etc., identified by the Developer to finance the construction and implementation of the Project;
- vi. Any amount received towards stamp duty and registration charges.
- vii. Retained Area (defined below) which shall belong to the Owners

1.18 **SALEABLE AREAS/SPACE** - 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 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 capable of being commercially exploited and wherever the context so permits shall include the Shares in land save and except shares in the Said Property which shall not be the subject matter of Transfer to any intending Transferee/Intending Purchasers.

1.19 **SAID PROPERTY** shall mean ALL THAT divided and demarcated pieces and parcel of land containing by estimation an area of 55 Cottahs 1 chittack and 40 square feet (more or less) comprised in C.S. Dag No. 662 and 668 in Mouza and portion of Municipal Premises No 122D/5 (previously numbered as 119/2A/1 Matheswartala Road), Kolkata - 700 046 under Ward No. 66 of Kolkata Municipal Corporation, District South 24 Parganas (more fully and particularly mentioned and described in the **FISRT SCHEDELE** hereunder written)

1.20 **TRANSFER** - with its grammatical variations shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multistoried building to purchasers thereof, although the same may not amount to a transfer in law.



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1.21 **TAXES** shall mean each of the amounts levied/charged/received from/upon any Intending Transferee towards works contracts tax, GST etc. and/or any other fees, taxes, cesses, assessments, duties, levies, impositions etc. by whatever name called, whether applicable at present or levied in the future, with retrospective effect or otherwise, and shall mean and include the increments thereof.

1.22 **INTENDING PURCHASERS** shall mean the various persons acquiring the various flat units apartments constructed spaces and car parking spaces forming part of the development

1.23 **TRANSFeree** - shall mean a person to whom any space in the building has been transferred.

1.24 **MASCULINE GENDER** - shall include feminine gender and vice versa.

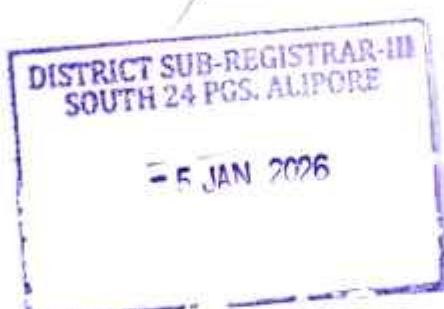
1.25 **SINGULAR NUMBER** - shall include the plural number and vice versa.

1.26 **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 - TITLE INDEMNITIES AND REPRESENTATIONS BY THE OWNERS**

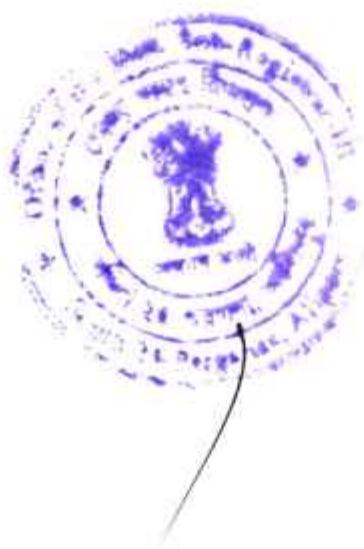
2.1 At or before entering into this Agreement the Owners have assured and covenanted with the Developer in respect of their respective land parcels as follows:

i) THAT the Owners are the sole and absolute Owners of the said Property and nobody else has any right title interest claim or demand into or upon the said Property or any part or portion thereof and the Owners are in khas possession of the said Property and the same has been duly secured by boundary walls



on all sides with frontage alongside public road namely Matheswartala Road.

- ii) THAT the said Property is otherwise free from all Encumbrances, charges, liens, lispendens, attachments, trusts whatsoever or howsoever and the Owners have a marketable title in respect thereof.
- iii) That the Owners have caused 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.
- v) THAT the various structures, sheds and buildings constructed on the said Property have been in existence for many years.
- vi) THAT no part or portion of the said Property is subject to any notice of acquisition and/or requisition and/or road widening.
- vii) THAT there is no attachment under the Income Tax Act or under any of the provisions of the Public Debt Recovery Act in respect of the said Property or any part thereof nor any proceedings in respect thereof are 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



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respect of the Said Property, up to the execution of this Agreement and thereafter Developer will pay the same.

- x) THAT the Owners are not carrying on any manufacturing activities on and from the said Property
- xii) That there is no injunction, status quo, impediment, obstruction, restriction or prohibition in the Owners entering upon this Agreement and/or in the development and transfer of the said Property, nor is there any notice or proceeding affecting the same.
- xiii) That all the original documents of title in respect of the said Property are in the custody of the Owners and the same have not been deposited with anyone nor seized by any authority nor used as security or collateral security or bond or otherwise in respect of any activity or transaction whatsoever.
- xiv) That there is no pending agreement or contract with any other person in connection with the said Property or any part thereof or its development/sale/transfer nor have executed any power of attorney in favour of any person nor have otherwise dealt with the said Property or any part thereof prior to execution of this Agreement.
- xv) That there is no water body, kal, karkhana, and/or factory at the Said Property or any part thereof.
- xvi) That the Owners or their predecessors in title have not mortgaged or charged or provided security interest in respect of the said Property or any part thereof and there is no notice or proceeding for realization or recovery of any dues from any Bank, Financial Institution or anyone else.



2.2 Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Developer has agreed to enter into this agreement. IT BEING expressly agreed that that in the event of there being any defect in the title of the said Property, it shall be the obligation and responsibility of the Owners to remedy and/or cure the same at their its cost and shall keep the Developer and its Directors and Officers and each one of them saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings including litigation costs

### **ARTICLE III – COMMENCEMENT AND DURATION**

3.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from 15<sup>th</sup> day of September, 2025 (hereinafter referred to as the **COMMENCEMENT DATE**).

3.2 Subject to what is hereinafter appearing, this agreement shall remain in full force and effect until such time the said Project intended to be undertaken in terms of this agreement is fully completed in all respects unless terminated in the manner as hereinafter appearing

### **ARTICLE IV –DEVELOPMENT RIGHT**

4.1 The Owners hereby grants to the Developer exclusive rights, interest and authority in respect of FAR/FSI available over and above the said 37,726(more or less) square feet in respect of the said Property and to develop the same by constructing the same on the Additional Lands comprising of Lot A, Lot D and Lot E (defined hereinafter) and part and portion of Municipal Premises No. 122D/5 Matheswartzala Road solely for the purpose of obtaining extra FAR/FSI over and above the said 37,726 (more or less) square feet and to handover 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 more fully hereinafter contained and in consideration thereof and further in



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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. It is expressly understood that out of the total FAR/FSI applicable to the Property, the Owners shall not grant any development rights in respect of 37,726 (more or less) square feet to be constructed on the said Property, which they shall use for development of their own residential building (Retained Area). Any FAR/FSI in excess of the Retained Area shall be developed by the Developer by using the same in the new multi-storeyed buildings to be constructed in the on part and portion of Municipal Premises No. 122D/5 Matheswartzala Road as provided hereinabove.

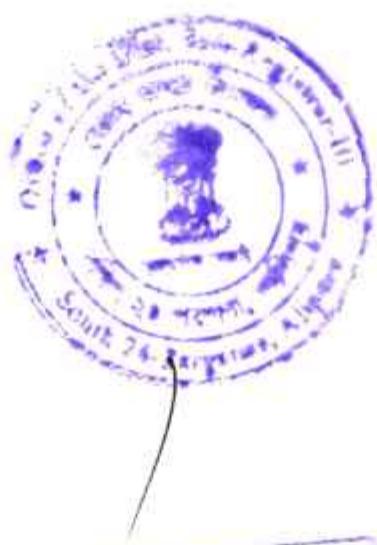
- 4.2 With effect from the date hereof, on receipt of the Building Plan, the Developer shall have the sole and exclusive rights, authorities and entitlements to (a) develop and construct or cause to be developed and constructed the Project solely for the purpose of obtaining extra FAR/FSI over and above the said 37,726 (more or less) square feet and (b) administer the Project in the manner and until the period as more fully contained herein and (c) Transfer the Saleable Areas in the manner herein stated and (d) the Developer' Share and (e) all other properties benefits and rights of the Developer hereunder And the Owners shall be entitled to the Owners Share hereunder on and subject to the terms and conditions hereinafter contained.
- 4.3 The Project shall be constructed or caused to be constructed by the Developer at its own costs and expenses.
- 4.4 In consideration of the mutual covenants on the part of the Developer herein to be paid performed and observed the Owners have agreed to grant the exclusive right of development in respect thereof unto and in favour of the Developer and in this regard the Developer is hereby authorized and shall be entitled to :



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- i) Apply for and obtain all consents approvals and/or permissions as may be necessary and/or required for undertaking the development of the Municipal Premises No. 122D/5 Matheswartzala Road under development by the Developer
- ii) Comply and/or procure compliance with all conditions attached to the building permission and any other permissions which may be granted during the course of development.
- iii) 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.
- iv) Incur all costs, charges and expenses for the purpose of constructing erecting and completing the said new building and/or buildings in accordance with the Plan sanctioned by the authorities concerned save and except the residential building to be constructed on the land retained by the Owners as defined below.
- v) To be responsible for the compliance with the provisions of the 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 the responsibility and obligation of the Owners at its own costs as per their respective land parcels and the Owners shall also cooperate 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.



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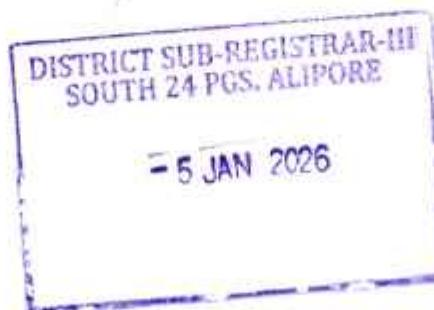
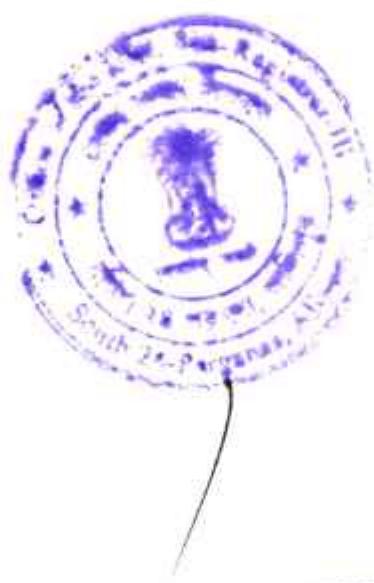
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4.5 The Owners shall, without any demur or delay or cavil, co-operate with the Developer and do all acts, deeds, things etc. that may be required or deemed desirable by the Developer to give effect to the provisions of this Agreement, including but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

#### **ARTICLE V – LAND-RELATED OBLIGATIONS OF OWNERS**

5.1 **ATTRIBUTES REQUIRED FOR SAID LAND:** The Owners shall be wholly responsible and liable for the Said Property. The Owners shall comply with and meet the following criteria and requirements:

i. **Marketable Title:** The Owners has made out and agrees 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 agrees 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 does hereby authorize the Developer to publish notices in newspapers inviting claims or objections as part of their investigation of the title of the Owners to the said Property;



- ii. **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
- iii. **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 the execution of this Agreement.
- iv. **Boundary Wall and Direct Access:** The said Property is secured by boundary walls from all sides with proper entry/exit gates.

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

#### **ARTICLE VI – BUILDING PLAN**

- 6.1 The Developer has caused a map or plan to be prepared by its Architect and has submitted 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 the sanction of the building plan with all the permissions within a period of three years from this day. However, it



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being made clear the plan in respect of the residential building to be constructed by the Owners in the said Property shall be made through its architect at its own costs and the Owners shall be liable to pay the sanction fees in respect of the said Retained Area.

- 6.2 The Developer shall be entitled to alter and/or modify the said Plan based on the recommendation of the Architect for the purpose of optimizing the saleable area to comprise in the said Building Complex without however affecting the constructions of the residential buildings to be carried out by the Owners in the Said Property.
- 6.3 It has been agreed between the parties hereto that the Developer shall cause a plan to be sanctioned by the concerned authorities for residential purposes.
- 6.4 **METRO CORRIDOR F.A.R.:** The Developer shall apply for additional FAR interalia on account of Metro Corridor FAR and include the same in the planning and preparation of building plans or 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 Developer. The normal sanction fees and construction costs for such additional FAR shall also be borne and paid by the Developer. Once sanctioned, the additional FAR shall automatically form part of the Building Complex and the Project.

#### **ARTICLE VII - TITLE DEEDS**

- 7.1 Immediately after the execution of this Agreement, the Owners shall allow the Developer to take inspection of the original title deeds and to make excerpts therefrom.
- 7.2 After the plan is sanctioned and the Developer obtains a sanction letter for construction loan/finance, the Owners shall make over the original



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of the title deeds to the Developer who shall be entitled from time to time and at all times to deliver the original title deeds to any Financers only in respect of construction loan or finance taken by the Developer and upon completion of the Project the Developer shall make over such title deeds to the Owners. The Developer undertakes that in case of cancellation of the Development Agreement, the Developer shall return all the title deeds to the Owners within 30 days of such event.

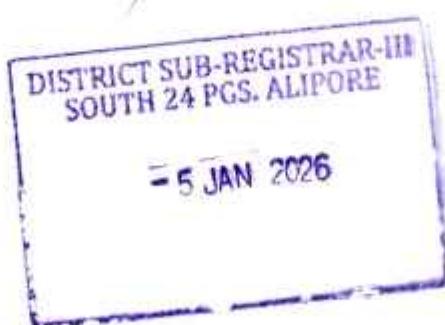
7.3 Till sanction of the said Plan and handing over the title deeds to the Developer, the Owners has agreed to hold the said Title Deeds in trust and for the purpose of giving effect to this agreement and shall keep the same in safe custody

#### **ARTICLE VIII - LICENSE TO ENTER UPON THE SAID PROPERTY**

8.1 Upon sanction of the plan or even prior thereto as the Developer in its absolute discretion may deem fit and proper, shall be entitled to enter upon the said Property and/or any part or portion thereof for the purpose of undertaking preliminary works such as:

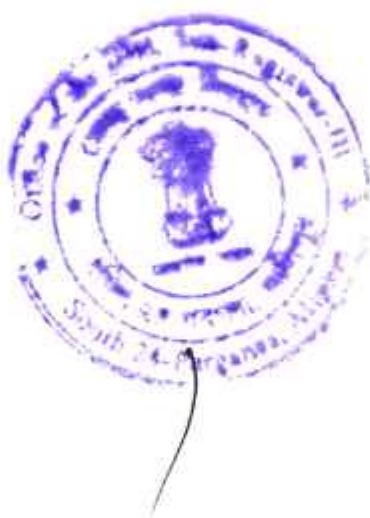
- i) Carrying out a survey of the said Property
- ii) Causing the soil to be tested
- iii) To undertake all other preliminary work for the purpose of undertaking the development of the said Property

IT BEING made expressly clear that the possession of the said Property is not being given nor intended to be given by the Owners to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act 1882 read with Section 2 (47) (v) of the Income Tax Act 1961 it being expressly agreed and declared that juridical possession of the said Property shall always vest in the Owners.



**ARTICLE IX - CONSTRUCTION AND COMPLETION OF THE  
PROJECT**

- 9.1 Unless prevented by circumstances beyond its control, the Developer shall construct erect and complete the said Project within a period of 54 months from the date of receipt of all approvals for commencement of construction including sanction plan or receipt of complete vacant possession, whichever is later with a grace period of 6 (six) months (hereinafter referred to as the COMPLETION DATE).
- 9.2 The said new Building and/or buildings and/or Project shall be deemed to have been completed if made fit for habitation and certified so by the Architect and all costs charges and expenses for construction erection and completion of the said new building and/or buildings and/or Building Complex (hereinafter referred to as the CONSTRUCTION COSTS) shall be paid borne and discharged by the Developer save and except the costs required to be incurred by the Owners. It being agreed that the residential building to be constructed by the Owners in the said Property shall be done by the Owners at its own cost, without any liability on the Developer and the same shall be completed prior to the Developer applying for the completion certificate of the Project and as such the Owners shall keep the Developer indemnified for any loss costs and consequences. The Owners shall 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 Developer saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.
- 9.3 **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



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Association or such earlier time as the Developer may desire. The Owners hereby agrees and confirms that the Developer shall have all the authority to carry out the planning and development of the Project including the following:-

- 9.3.1 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 Project from the Government or any other person
- 9.3.2 To pay various fees, costs and charges to the concerned authorities as may be necessary for the purpose of carrying out the development work on the said Property and to claim refund of such deposits so paid and to give valid and effectual receipts in connection with the refund of such deposits in its own name or in the name of the Owners or in the joint names, as may be required.
- 9.3.3 To obtain the necessary partial and/or full Completion/Occupancy Certificate from the Kolkata Municipal Corporation.

#### **ARTICLE X - AREA SHARING**

10.1 An area of 3504.83 square meter or 37,726 (more or less) square feet more or less being built up area TOGETHER WITH the divided and demarcated land measuring 55 Cottahs 1 chittack and 40 square feet (more or less) comprised of the said Property shall be retained by the Owners (**Retained Area**). It being agreed that the construction on the said Retained Area shall be carried out by the Owners itself. The Owners shall have a right to deal with respect to Retained Area as it may deem fit and proper. It being further clarified that the ingress egress to the Retained Area and Lot C shall be from the Driveway earmarked in Lot A, D and E Land and the Owners and the Abutting Land Owner along



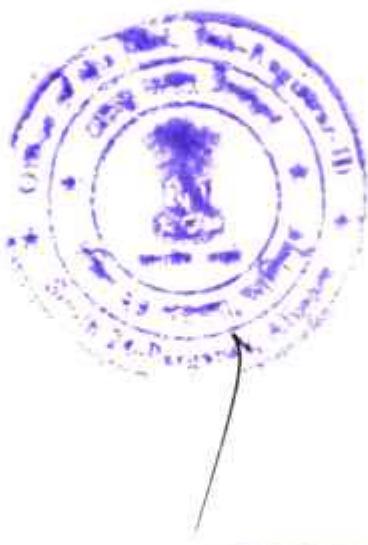
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with the Association of the Project shall proportionately own the said Driveway and perpetually use the same.

- 10.2 It has been agreed that the entirety of the constructed area attributable to the said Property save and except the Retained Area as provided herein above and Owner's Share (defined below), shall be sold and marketed by the Developer and the Developer shall be entitled to enter into agreement for Sale in respect of the various flats units apartments constructed spaces and car parking spaces forming part of the development and to receive realize and collect the Sale proceeds and other amounts and the Owners shall be necessary party to such sale agreement. The Saleable Area except the Retained Area shall be shared between the Owners and the Developer in the Agreed Ratio and the Extra Charges and Deposits shall exclusively belong to the Developer and the Owners shall have no claim whatsoever and/or howsoever.
- 10.3 The Saleable area except Retained Area, attributable to the said Property shall be distributed in the following manner:

- (i) After providing for the Retained Area, the remaining Saleable Area in respect of or attributable to the said Property which shall be constructed on the Additional Lands and/or adjacent properties shall 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. The saleable area and the car parks attributable to the said Property shall be distributed in the manner as follows:

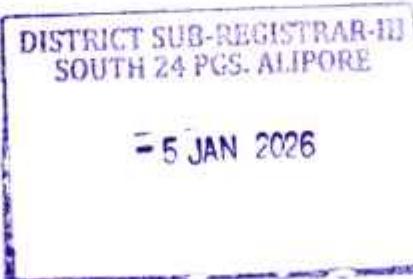


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35.5% (Thirty Five point five percent) of the Saleable Area after reduction of the Saleable Area in respect of the Retained Area shall belong to the Owners ("**Owners Share**"). Notwithstanding the sharing ratio mentioned in this Clause 10.3 (i), it is clarified that (1) Owners' Share mentioned in this Clause is based and calculated on the development of the Said Property, described in the First Schedule below and subject to the actual physical measurement (2) in the event of the Additional Lands being developed as a part of the Project as envisaged in Clause 19 below, then and in such event the Owners' Share of 35.5% (Thirty Five point five percent) shall be recalculated and revised proportionately (i.e. the sharing ratio shall decrease in proportion to the additional lands included in the Project) (3) such recalculation and revision of the sharing ratio shall be done such that the Owners' Share shall at all times be equivalent to 35.5% (Thirty Five point five percent) 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 revised and recalculated in the aforesaid circumstances, the Parties may record their respective final revenue sharing ratios in the Project in another separate supplementary agreement, which may be executed by the Parties prior to the sanction of the Building Plans and commencement of sale of the Project.

64.5 % ( Sixty Four point five percent) of the Saleable Area after reduction of the Saleable Area in respect of the Retained Area shall belong to the Developer. ("**Developer's Share**"). Notwithstanding the sharing ratio mentioned in this Clause 10.3 (i), 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 First Schedule below and (2) in the event the Developer's Share is revised and recalculated due to the Additional Lands being developed as a part of the Project as envisaged in Clause 19 hereinbelow, the



Parties may record their respective final revenue sharing ratios in the Project in another separate supplementary agreement, which may be executed by the Parties prior to the sanction of the Building Plans and commencement of sale of the Project ;exclusively belong to the Developer ("**Developer's Share**").

- 10.3 It being unequivocally agreed and understood between the Parties that all amounts to be paid, deposited, reimbursed, etc. by any Intending Transferees shall be received by the Developer in its own name for the Developer's Share and Owners shall be entitled to deal with its Owners Share independently. The parties shall allocate their share after sanction of Building plan and deal with the same.
- 10.4 In addition to the Sale proceeds to form part of the Developer's Share the Developer shall be entitled to retain all amounts paid by the intending transferees on account of deposits, extra charges and /or any other amount not forming part of Sale Proceeds.
- 10.5 It is hereby expressly agreed and declared that it is the intention of the parties to commercially exploit the aforesaid Property to the hilt and to Saleable Area as aforesaid shall belong to the Developer and as such the Developer shall be entitled to enter into agreements in its own name with the intending transferees and/or assignees in respect of the various flats units apartments constructed spaces and car parking spaces forming part of the Developer's Share and to receive realize and collect the Sale proceeds and other amounts in its own name and the Owners agree to join as parties to any agreements which may be entered into by the Developer
- 10.6 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



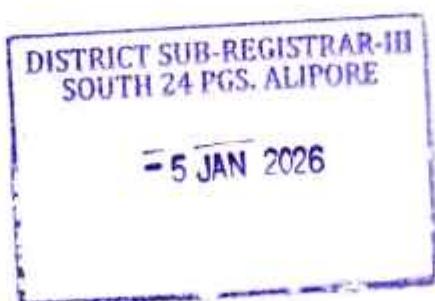
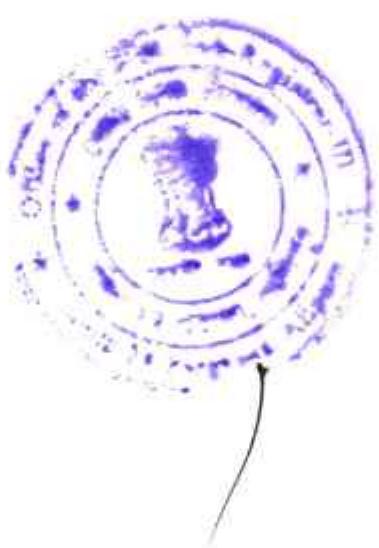
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them nor any charge or lien on the Project/said Property except the Unit and appurtenances under Transfer and save those occasioned due to cancellation of the agreement with the Transferee.

#### **ARTICLE-XI-BORROWING & FUNDING FOR THE PROJECT**

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

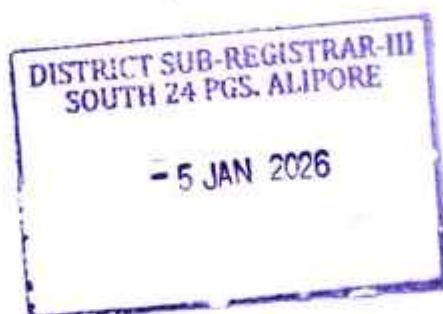


furthermore shall do, execute and perform and/or cause the doing, execution and performance of such acts, deeds and things as may be requested for from time to time by the Developer in respect thereof.

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

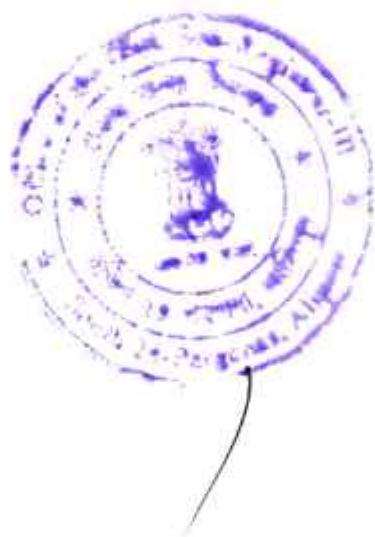
#### **ARTICLE XII – AUTHORITY BY THE OWNERS**

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



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

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



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

- viii) To appear before the concerned registration and other Authorities for the purpose of registering any documents and instruments and to present the same before them and admit the execution thereof and to do all such acts, deeds, matters and things as may be necessary or advisable for the purpose of transfer of the said development to various Transferees. On its part, the Owners shall execute and register such documents and instruments for the purpose of perfecting the title of the intending purchasers.
- ix) Sue, commence, institute, continue and prosecute any actions, suits or proceedings before any court, tribunal or quasi-judicial or judicial authority or other Authority (ies) whomsoever or any other proceeding which may be considered necessary or proper in or about for the execution of any of the powers and authorities hereby given and/or relating or pertaining to the Said Property or 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 and for this purpose :
- xii) Advertise or market the Building Complex/Project at the cost of the Developer and receive monies thereof save and except the Retained Area; and/or
- xiii) To make, sign, submit, execute, apply, present, endorse, file, re-file, amend, attest, verify, declare, receive back, withdraw any documents, Project drawings, notices, petition/s, declaration/s statements for the purposes of obtaining Approvals in connection with the Development and/or carrying out or completing the Project; and/or any documents, instruments and take all necessary steps for the registration of the co-operative society/association and/or any other legal entity or corporate body comprising of Transferees of the Said Property under the provisions of the relevant applicable laws including RERA and appear before the concerned Authority (ies) as and when necessary and required; and/or
- xiv) any documents, instruments to raise loan from any financial institutions or banks for the purpose of construction of the buildings, or residential units, forming part of the Development



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and/or carrying out or completing the Project and to repay the same and to provide, and request the Owners to provide, original title documents, instruments, writings and deeds connected therewith as security for the same; and/or

xv) correspond with Authorities for the purposes of obtaining Approvals in connection with the Development and/or carrying out or completing the Project; and/or

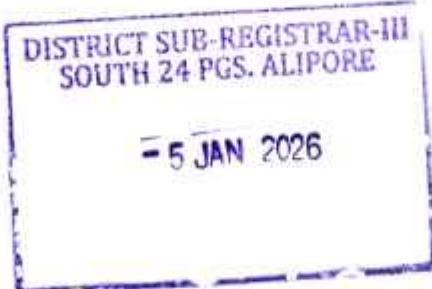
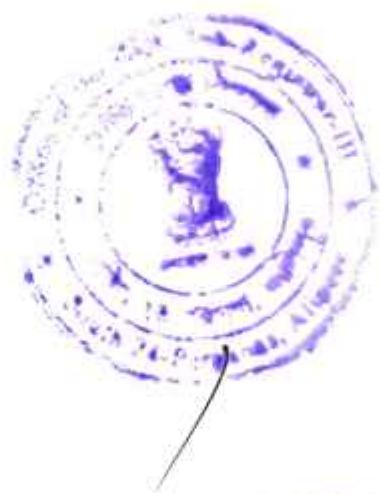
xvi) apply for modifications, alterations and/or changes in the Project drawings and/or Approvals and/or revalidation of the Project drawings and/or Approvals directly or through its representatives; and/or

xvii) pay fees, charges, deposits and securities that may be payable in order to obtain the Approvals from the Authority (ies) to carry out the Development and complete the Project and for that purpose to execute any Documents and/or Instruments as may be required to be given to the Authority (ies); and/or

xviii) obtain refund of deposits, scrutiny fees and/or other charges paid by the Developer to concerned Authority(ies) to carry out the Development and complete the Project and to obtain refund on that behalf and for that purpose to execute any documents and/or instruments as may be required to be given to the Authority (ies); and/or mutation, assessment of the Said Premises and/or the said Property in the concerned records of the concerned Authority (ies); and/or

xix) request the Owners to sign any and/or all documents and instruments, necessary or proper to carry into effect any of the powers and authorities hereby given; and to do all such acts, deeds and things that may be necessary to do the above.

12.2 For the purpose of carrying out the aforesaid acts, if required by the Developer, the Owners shall execute a separate power of



attorney to enable the Developer to do any or all of the aforesaid acts deeds and things it being agreed that in the event any the abovementioned powers/authorities are granted/delegated by the Developer to any nominee(s) of the Developer, then the Developer shall keep the Owners indemnified against any loss and damage that may be suffered or incurred or sustained by the Owners due to any established prejudicial acts of such nominee(s) of the Developer.

- 12.3 The Owners acknowledges and accepts that by virtue of this Agreement, the Developer has acquired a substantial interest and right in the said Property, and thus, each of the powers granted and/or to be granted from time to time in favour of the Developer and/or its nominees(s) including those granted under these presents as also under the abovementioned and several other power(s) of attorney that may be executed from time to time, being coupled with interest and consideration, are and shall at all times remain irrevocable.
- 12.4 It is further clarified and understood that despite the grant of the aforesaid powers and authorities in favour of the Developer, the Owners shall, as and when requested by the Developer, themselves sign, execute and register/lodge for registration such deeds, documents, applications, etc. as may be requested from time to time by the Developer.

#### **ARTICLE XIII -TITLE OF THE SAID PROPERTY**

- 13.1 The Developer can conduct Due Diligence of the said Property and the Owners shall provide all documents as and when desired for completion of Due Diligence in respect of Title of the said Property.



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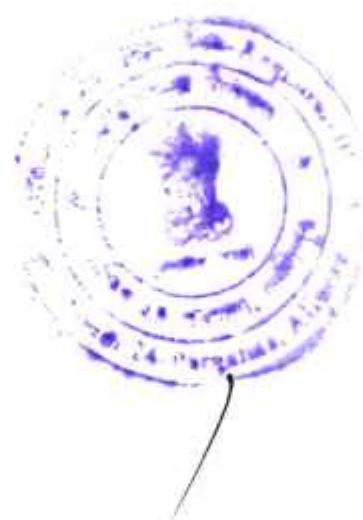
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13.2 The execution of this Agreement and/or the due-diligence investigations, inspections, observations, reviews etc. to be conducted by/of the Developer in respect of the said Property shall not be deemed to mean and/or construe acceptance and/or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

13.3 The entering into the transaction stated herein and/or the conduct of the due-diligence investigations shall neither derogate from the rights and/or claims of the Developer under this Agreement

13.4 In the event at any time any of the Parties hereto become aware of any Encumbrance to and/or defect in the title of and/or any other issue pertaining to any of the Land Parcels and/or said Property and/or in the event any Encumbrance(s) and/or defect(s) in the title of any Land Parcel and/or any part or portion of the said Property and/or any other issue is ascertained by the Developer, the concerned Party shall immediately inform the Owners Authorised Representatives or the Developer, as the case may be, of the same.

13.5 In the event the Developer is of the opinion that any Encumbrance to/over and/or title defect and/or any other defect, issue etc. in any of the Land Parcels forming part of the said Property severally or materially affects the rights and/or interests of the Developer, the Parties shall mutually discuss the



mode, manner and the time period within which such Encumbrance and/or defect and/or issue is to be resolved/rectified by the Owners at the cost and expense of the Owners, such that the rights and interests of the Developer to/over the said Property as also the right of the Developer to develop and deal with the Project is and remains unhindered and without any Encumbrance. The Owners shall resolve/rectify such Encumbrance(s) and/or defects to the satisfaction of the Developer ("Title Rectification") within the aforesaid mutually agreed time period ("Rectification Period").

#### **ARTICLE XIV -REPRESENTATIVES**

##### **14.1 APPOINTMENT OF OWNERS REPRESENTATIVE**

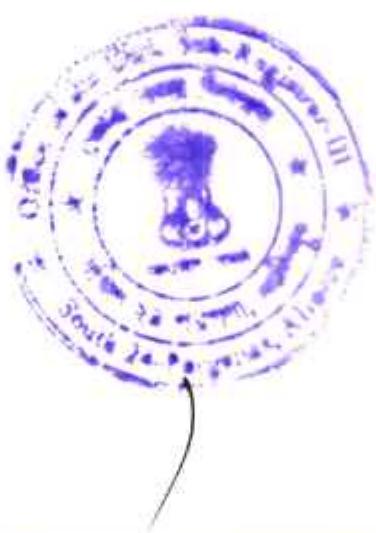
14.1.1 For the purpose of giving effect to this agreement and implementation thereof, it has been agreed that Shri Surendra Kumar Dugar shall be deemed to be the authorised representative for and on behalf of the Owners for the following purposes:

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

##### **14.2 APPOINTMENT OF DEVELOPER'S REPRESENTATIVE**

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

- i) The giving and receiving of all notices, statements and information required in accordance with this agreement
- ii) Performance and responsibilities of the Developer in connection with the Development



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- iii) For such other purposes for the purpose of facilitating the work of completion of the said project in terms of this Agreement

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

#### **ARTICLE XV -DOCUMENTATION**

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

15.2 The format and contents of each of the agreements, deeds, documents, etc. pertaining to the Transfer of any part or portion of the Project shall be such as determined by the Developer.

15.3 Notwithstanding anything to the contrary mentioned in this Agreement, it has been expressly agreed that all sale agreements, conveyance deeds and/other other transfer documents in respect of the Project ("collectively **Transfer Documents**") shall expressly mention that (a) the Retained Area, being an area of 3504.83 square meter or 37,726 square feet more or less being built up area TOGETHER WITH the divided and demarcated land measuring 55 Cottahs 1 chittack and 40 square feet comprised of the Said Property shall be exclusively owned by the Owners and the Intending Transferees/Intending Purchasers of the Project shall have no right, title and/or interest whatsoever in respect of the Retained Area and (b) the undivided land share being transferred to any Intending Transferees/Intending Purchasers shall expressly exclude the divided and demarcated land measuring 55 Cottahs 1



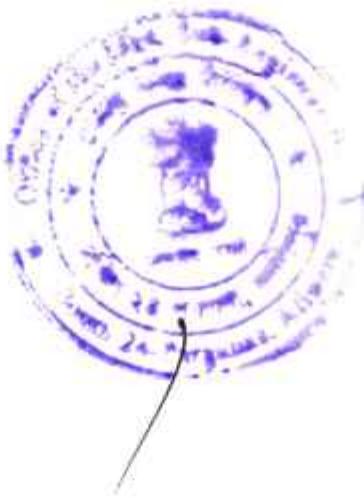
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chittack and 40 square feet comprised of the Said Property (collectively **Owners' Retained Area Clauses**).

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

- 16.1 The Developer shall be entitled to frame necessary rules and regulations for the purpose of regulating the user of the various units forming part of the said project and each of the intending purchasers acquiring a unit/space in the said project shall be liable and agrees to observe such rules and regulations as shall be framed from time to time and shall also be liable to contribute the proportionate share on account of the maintenance charges. The Developer and all Transferees of 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. It being agreed that since the Retained Area be completely separate, and in no way connected to the Housing Project being developed by the Developer, it shall not form part of the Association and the Owners shall not be liable for any maintenance charges or Common Expenses or follow any rules and regulations framed by the Developer.
- 16.2 The Developer shall, upon Completion of Construction of the Project form one or more Maintenance Company and/or Association for the Common Purposes and till then, the Developer or its nominee shall be in charge for the Common Purposes. It is expressly agreed and understood that so long as the Developer or its nominee be the Maintenance In-charge, the 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



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administration of the Common Purposes beyond 6 (six) months from the Completion of Construction of the Building Complex.

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

#### **ARTICLE XVII - FORCE MAJEURE**

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

- a) Any causes beyond the Developer's reasonable control
- b) Acts of God
- c) Acts (including failure to act) of any governmental authority (de jure or de facto) wars (declared or undeclared)
- d) Governmental priorities, riots, revolutions, strikes
- e) Fires, floods, sabotage, nuclear incidents, earthquakes, storms epidemics, pandemics, and tempests.
- f) Local problem and/or local disturbance.
- g) Any prohibitory order from the court, Kolkata Municipal Corporation and other authorities.
- h) Change in Law, Rules and Regulations, injunctions, prohibitions, or stay granted by the court of law, Arbitrator, or Government;
- i) Non-functioning of any existing or new Appropriate Authorities due to any reason whatsoever



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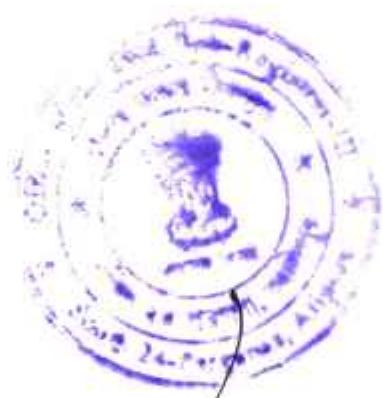
### **ARTICLE XVIII - BREACHES**

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

### **ARTICLE XIX - ADDITIONAL LANDS**

19.1 This joint development agreement pertains to the said Property it being made expressly clear that the Developer or its nominee and/or nominees are in the process of developing the adjacent and/or contiguous lands and as such the Developer shall be entitled to undertake development of the said adjacent and/or contiguous lands entirely on its own account without any right on the part of the Owners or any person or persons claiming through or under it

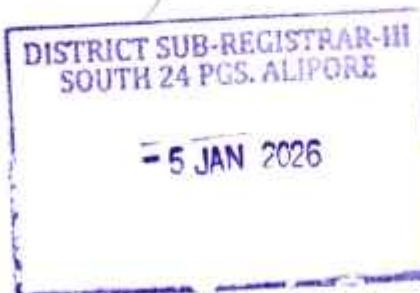
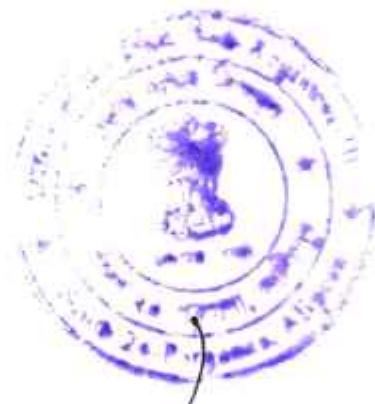
19.2 In regard to the scheme of development of the Project/Said Building Complex it is clarified that (1) the Developer has entered into a contract with the owners of the adjacent parcel of land measuring approximately 20 Cottahs, more or less, comprised in CS Dag No. 676, and 678, (hereinafter referred to LOT A Land and more fully described in the Part I of the Third Schedule) and



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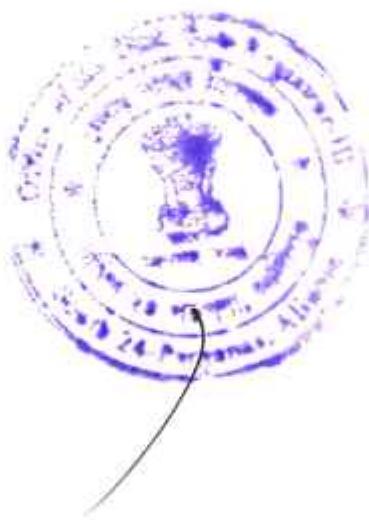
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land measuring approximately 38 Cottah 12 Chittack and 17 square feet (more or less) (on physical measurement it is found out to be 35 Cottah 14 Chittack 11 square feet), comprised in CS Dag No. 660 and 661 (hereinafter referred to LOT B Land and morefully described in the Part II of the Third Schedule) and land measuring approximately 33 Cottah, more or less, comprised in CS Dag No. 660 and 661 (hereinafter referred to LOT C Land and morefully described in the Part III of the Third Schedule) and land measuring approximately 163 Cottahs (more or less), more or less, comprised in CS Dag No. 669 (P), 670, 671 (P), 672 (P), 673, 682 (P), 683 (P), 684 (P) and685 (P), Mouza Tangra, J.L.No.5, Sub Division N, Grand Division IV (hereinafter referred to LOT D Land and morefully described in the Part IV of the Third Schedule) and 57.5 cottah more or less, comprised in CS Dag No. 674 and 675 (hereinafter referred to LOT E Land and morefully described in the Part V of the Third Schedule) ( LOT A , LOT B , LOT C , LOT D and LOT E are collectively referred to as the "**Additional Lands**") for the development of the Additional Lands (2) the Developer intends to get all approvals of the Said Property and the Additional Lands as a single and composite project with Common areas and amenities to be shared in the manner as deemed fit by the Developer (3) the Owners shall have exclusive rights over the Retained Area and the same shall exclusively belong to them for their own residential purpose along with a driveway from Lot A, D and E Land and Owners shall have share in the Common Areas Amenities and Facilities and the Developer and the owners of the Additional Lands have agreed to the aforesaid scheme of the Owners, and further undertake not to raise any objection or hindrance in this regard (4) the owners of said Property and Lot C Land and/or the their respective nominees shall have exclusive rights in respect of said Property and Lot C Land and the same shall exclusively belong to them for their own residential purpose and the Developer and the Owners



and owners of the Additional Lands have agreed to the aforesaid scheme of the Abutting Land Owners and further undertake not to raise any objection or hindrance in this regard and (5) in the event of the Said Property being developed together with the Additional Lands, the Owners agree to cooperate and also sign/execute any necessary documents required by the Developer for the inclusion of the Additional Lands as a part of the Project. The areas of Lot A, Lot B, Lot C , Lot D and Lot E are subject to changes as determined by the Developer and it being clarified that save and except the Owners share (in respect of the Additional FSI after providing for the Retained Area), the Owners have no right and/or interest in the Additional Lands, since the same are owned by different land owners .

19.3 The Developer has caused the said Additional Lands to be amalgamated with the said Property for the purpose of using the FAR of the said Property in part and portion of the Additional Lands now numbered as Municipal Premises No. 122D/5 Matheswartzala Road, however it being clarified that Retained Area shall exclusively belong to the Owner and no person shall have any claim on the same. The cost of such amalgamation shall be borne by the Developer. It being clarified 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. The Owners along with the owners of the Additional Lands, if required by the Developer, shall enter into a separate agreement wherein the ratio/ share of each Owners (as per this agreement and the other agreements entered with the other land Owners) and the Developer in the Sales Proceeds shall be provided therein. It being further clarified that the Developer at its discretion may exclude any Additional Land to form part of the Project or may include any other adjacent land to be part of the Additional Lands and the Owners shall raise no objection

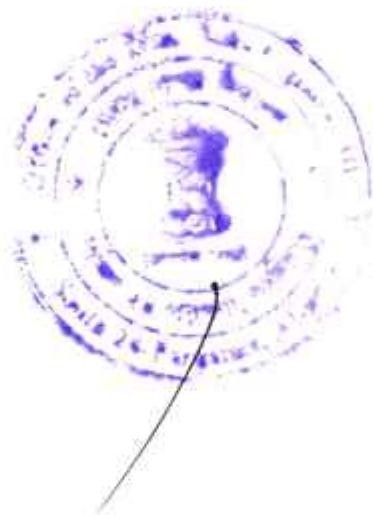


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whatsoever and howsoever and this Agreement itself shall be treated as the consent of the Owners.

- 19.4 The Developer has further clarified to the Owners that the land comprised in the said Property (morefully demarcated in the Plan annexed hereto) shall exclusively and irrevocably belong and used by the Owners and/or its partners/directors and/or its nominees for residential apartments/bungalows and it being agreed that the Developer and the owners of the Additional Lands shall have no claim over the said portion of the said Property, however the FAR allocable/attributable to the said Property after providing for the Retained Area for the residential apartment/bungalow by the Owners of said Property shall be used in the Lot A, D and Lot E Land. The Owners shall be at liberty to deal, dispose etc. with Retained Area without any hindrance from any person whatsoever or howsoever. Further, it being again made clear that the ingress and egress to the said portion of the said Property shall be through the driveway forming part of the Additional Lands and the Owners shall have no claim whatsoever or howsoever in any other portion of the said Housing Project and/or the Additional Lands save and except the Owners Share.
- 19.5 The Developer has further clarified to the Owners that the land comprised in said Property and Lot C Land (morefully demarcated in the Plan annexed hereto) shall exclusively and irrevocably belong and used by the Abutting Land Owners and/or its partners/directors and/or its nominees for residential apartment/bungalow and it being agreed that the Developer, Owners and the owners of the Additional Lands shall have no claim over the said lands, however the FAR allocable to the said Property and Lot C after providing for the area used for the residential apartment/bungalow by the said Owners of said Property and Abutting Land Owners of Lot C Land and/or its



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partners/directors and/or its nominees, shall be used in the Lot A, D and Lot E Land. Further, it being again made clear that the passage for ingress and egress to the said Property and Lot C shall be through the Lot A, Lot D and Lot E Land and the Owners, Developer 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 and it shall be irrevocably used by the Abutting Land Owners of Lot C and Owners herein and/or its partners and/or its nominees for the benefit and enjoyment of the residential apartment/bungalow to be constructed over said Property and Lot C Land. The said passage shall be treated as a perpetual right of easement granted in favour of the Owners and Abutting Land Owners of said Property and/or Lot C Land and/or its partners and/or its nominees by the Developer or the owners of the Additional Land. However, the other common areas (including common passages) of the said project shall be used by the intending transferees of the Project.

19.6 The Developer has further clarified to the Owners that the land comprised in Lot B Land shall exclusively and irrevocably belong and used by the owners of the said Lot B Land and/or its partners/directors and/or its nominees for residential apartment/bungalow and it being agreed that the Developer and Owners shall have no claim over the said lands, however the FAR allocable to the Lot B Land after providing for the area used for the residential apartment/bungalow by the said owners of said Lot B Land and/or its partners/directors and/or its nominees, shall be used in the Lot A, D and Lot E Land.

#### **ARTICLE XX - MISCELLANEOUS**

20.1 **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



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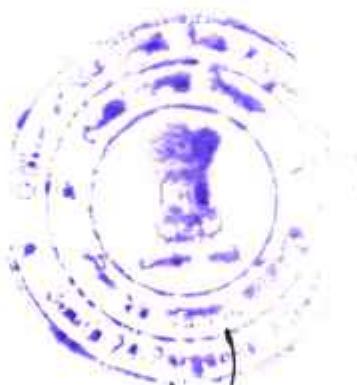
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nor constitute an association of persons. Each party shall bear its own cost relating to the development of its share in the property as envisaged in this Agreement and shall bear its own losses and retain its profits separately.

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

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

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



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

**20.5 NAME OF THE PROJECT:** The said Project shall always be known as may be decided by the Developer

**20.6 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 construed as a waiver of any breach nor shall the same in any way prejudicially affect the rights of either party.

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

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

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



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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 of receipt (if given by registered post with acknowledgement due) two days after posting and in proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted and in case of a fax such telefax was duly dispatched to a current telefax number of the addressee.

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

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

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

20.13 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.



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

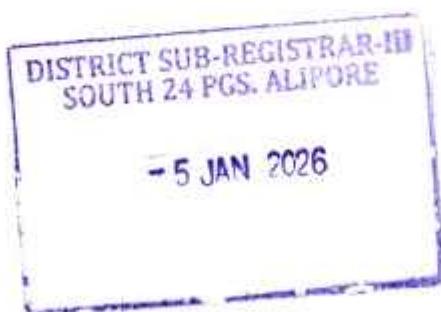
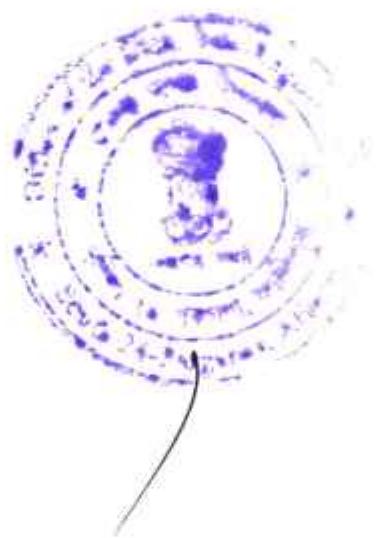
20.15 This agreement shall be binding on the parties hereto and their respective successors and assigns

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

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

#### **ARTICLE XXI – ARBITRATION AND JURISDICTION**

21.1 The parties as far as possible shall amicably try and resolve all disputes and differences which may arise. However, in the event of any such disputes and/or differences being incapable of being resolved amicably then and in that event the parties shall refer such disputes and differences to arbitration whereby the Owners shall be entitled to nominate and appoint one arbitrator and the Developer shall be entitled to nominate and appoint one arbitrator and both the said two arbitrators shall appoint the third and/or presiding arbitrator and the same shall be deemed to be a reference within the meaning of the Arbitration & Conciliation Act 1996 or any other statutory modification or enactment thereto for the time being in force



21.2 The Arbitrators shall have summary power and shall be entitled to lay down their own procedure

21.3 The Arbitrators shall be entitled to pass interim awards and/or directions

21.4 It shall not be obligatory on the part of the Arbitrators to follow the principles laid down under the Indian Evidence Act

21.5 The parties hereto assure and covenant with each other that they have full trust and confidence in the Arbitrators and agree to abide by all their directions and/or awards and not to challenge or dispute the same in any manner whatsoever

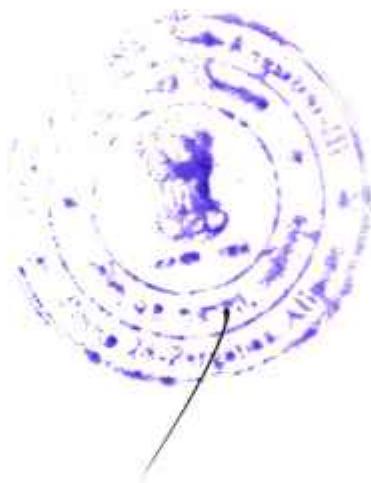
21.6 The Arbitrators shall speedily adjudicate the disputes and differences between the parties and shall try their best to adjudicate such disputes within a period of 12 months from the date of entering upon the reference

21.7 Courts at Kolkata alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(SAID PROPERTY)**

ALL THAT the various pieces and parcel of land containing by estimation an area of 55 cottahs 1 chittack and 40 square feet (more or less) comprised in C.S. Dag No. 662 and 668 in Mouza Tangra J.L. No. 5, Sub Division N, Grand Division IV, being Municipal Premises No. 122D/5 Matheswartala Road (previously numbered as 119/2A/1 Matheswartala Road) Police Station – Pragati Maidan (Previously P.S. Tiljala), under ward No. 66 of the Kolkata Municipal Corporation, comprised in Dihi Panchannagram, together with all buildings and



structures standing thereon and butted and bounded in the manner following:-

ON THE NORTH : By Municipal Premises No. 119/2A/1/A

ON THE EAST : By Public Road (Matheswartala Road) under CS Dag No. 868 and CS Dag No. 890

ON THE SOUTH : By Municipal Premises No. 119/2B

ON THE WEST : By Part CS Dag No. 662 and Part CS Dag No. 668

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**PART I**

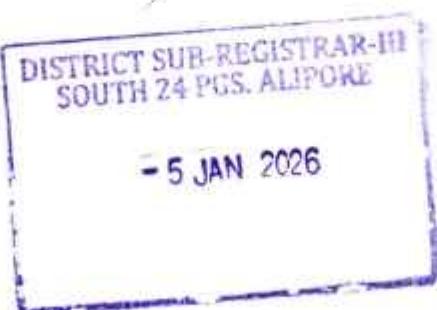
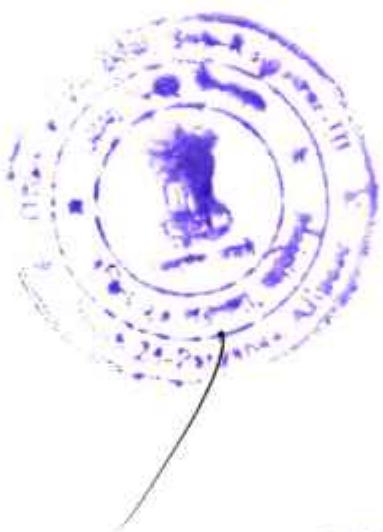
**LOT A PROPERTY**

All that the divided and demarcated part land containing by estimation an area of 20 cottahs (more or less) comprised in CS Dag No. 676, 678 of Mouza Tangra, J.L. No. 5, Sub Division N, Grand Division IV, being Municipal Premises No. 119/A/1 and 122/D/5 Matheswartala Road (now both numbered as 122D/5 Matheswartala Road), Police Station - Pragati Maidan (Previously P.S. Tiljala), under ward No. 66 of the Kolkata Municipal Corporation, comprised in Dihi Panchannagram, together with all buildings and structures standing thereon.

**PART II**

**LOT B PROPERTY**

ALL THAT the divided and demarcated piece and parcel of land containing by estimation an area of 38 Cottah 12 Chittack and 17 square feet (more or less) (on physical measurement it is found out to be 35 Cottah 14 Chittack 11 square feet) comprised in C.S. Dag No. 660 and 661 in Mouza Tangra J.L. No. 5, Sub Division N, Grand Division IV, being Municipal Premises No. 119/2A/1/A Matheswartala Road (now numbered as 122D/5 Matheswartala Road) Police Station - Pragati Maidan (Previously P.S. Tiljala), under ward No. 66 of the Kolkata Municipal Corporation, comprised in Dihi Panchannagram, together with all buildings and structures standing thereon



**PART III**  
**LOT C PROPERTY**

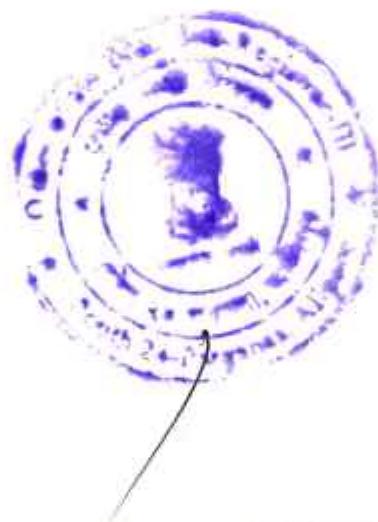
ALL THAT the various pieces and parcel of land containing by estimation an area of 33 Cottah (comprised in C.S. Dag No. 660(P) and 661(P) in Mouza Tangra J.L. No. 5, Sub Division N, Grand Division IV, being part and portion of Municipal Premises No. 122D/5 Matheswartala Road (previously numbered as 119/2A/1/A Matheswartala Road) Police Station – Pragati Maidan (Previously P.S. Tiljala), under ward No. 66 of the Kolkata Municipal Corporation, comprised in Dihi Panchannagram, together with all buildings and structures

**PART IV**  
**LOT D PROPERTY**

All that the divided and demarcated part land containing by estimation an area of 163 cottahs (more or less) comprised in CS Dag No. 669 (P), 670, 671 (P), 672 (P), 673, 682 (P), 683 (P), 684 (P) and 685 (P) of Mouza Tangra, J.L. No. 5, Sub Division N, Grand Division IV, being Municipal Premises No. 119/2B, Matheswartala Road (now numbered as 122D/5 Matheswartala Road), Kolkata 700 046, Police Station – Pragati Maidan (Previously P.S. Tiljala), under ward No. 66 of the Kolkata Municipal Corporation, comprised in Dihi Panchannagram, together with all buildings and structures standing thereon.

**PART V**  
**LOT E PROPERTY**

All that the divided and demarcated part land containing by estimation an area of 57.5 cottahs (more or less) comprised in CS Dag No. 674 and CS Dag No. 675 of Mouza Tangra, J.L. No. 5, Sub Division N, Grand Division IV, being Municipal Premises No. 119A/4, Matheswartala Road (now numbered as 122D/5 Matheswartala Road) Kolkata 700 046, Police Station – Pragati Maidan (Previously P.S. Tiljala), under ward No. 66 of the Kolkata Municipal Corporation, comprised in Dihi Panchannagram, together with all buildings and structures standing thereon.



**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 OWNER** at Kolkata

in the presence of:

1. *Nikhil Singh*  
154 Sapt Bori  
Raniket-26

2. *Rakesh Sharma*  
1002, EM Bypass  
Raniket-105

For : MANINAGAR DEVELOPERS LLP

*Radhe Shyam Panchain*

Authorised Signatory  
**MANINAGAR DEVELOPERS LLP**

**GREENFIELD NIKETAN PVT. LTD.**

*Radhe Shyam Panchain*  
Director

**GREEN FIELD NIKETAN PRIVATE LIMITED**

For RAINBOW ENCLAVE PVT. LTD.

*Sanjay Sharma*  
Director

**RAINBOW ENCLAVE PRIVATE LIMITED**

**KASAUTI VYAPAAR PRIVATE LIMITED**

*Arpit Saha*  
Director / Authorised Signatory

**KASAUTI VYAPAAR PRIVATE LIMITED**



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**SIGNED AND DELIVERED  
BY THE DEVELOPER at  
Kolkata in the presence of:**

1. *Nikhil Banerjee*

**PS GROUP REALTY PVT. LTD.**

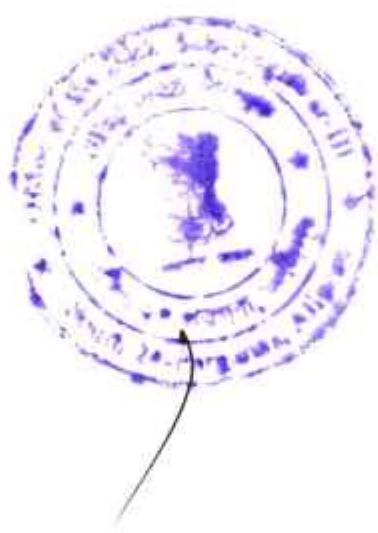
*Anuradha*

Director

2. *Rakesh Sharma.*  
1002, EM Bypass  
Kol-105

**PS GROUP REALTY PRIVATE LIMITED**

*Drafted by me*  
*Abhushet Roy*  
*Atwo caste*  
Enrollment No - F/2047/1780/2019

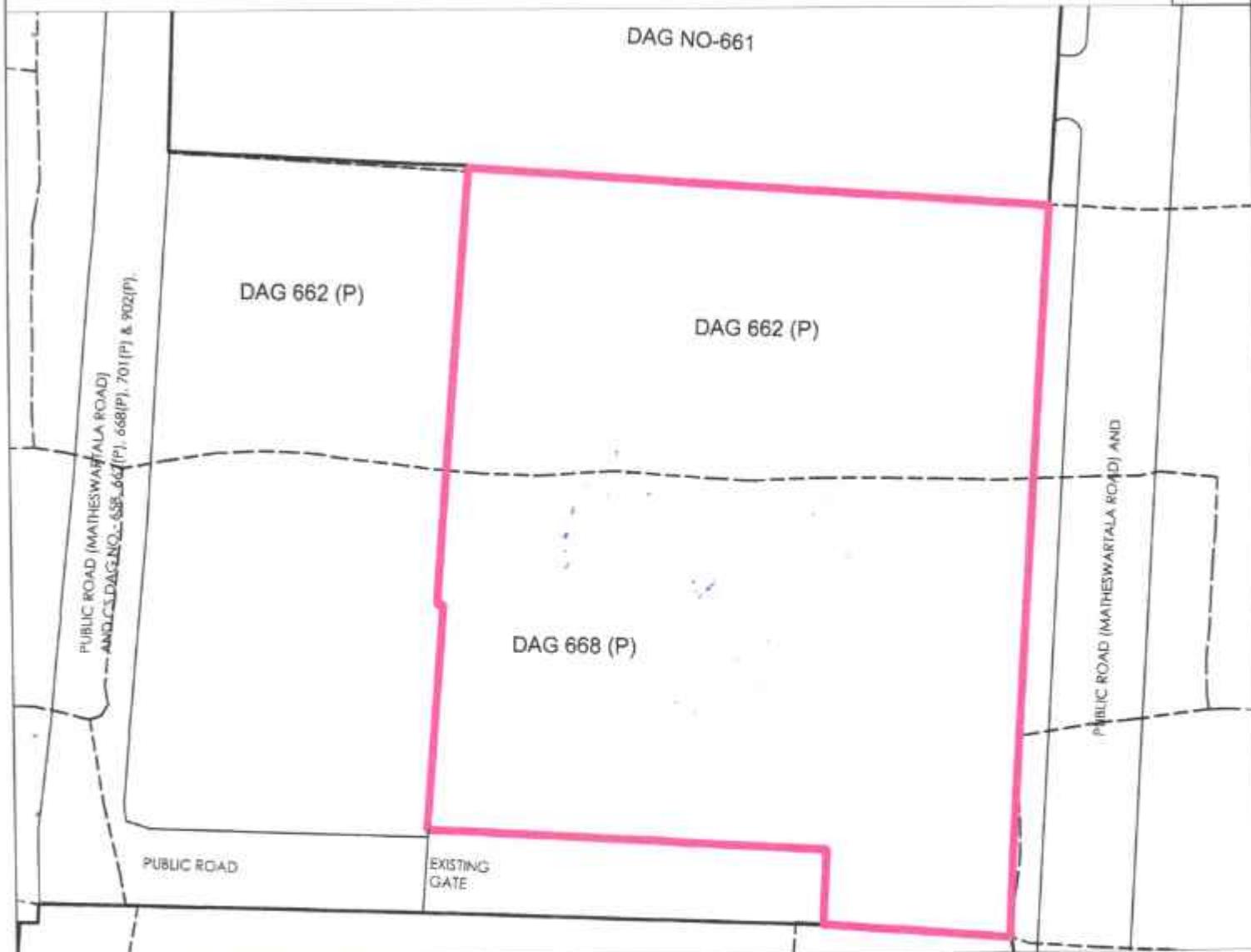


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SITE PLAN OF CS DAG NO 662(P) and 668(P) in Mouza Tangra, Being a part and portion of Municipal Premises No. 122D/5 Matheswartala Road (previously numbered as 119/2A/1 Matheswartala Road) Police Station – Pragati Maidan (Previously P.S. Tiljala), under ward No. 66 of the Kolkata Municipal Corporation,

AREA 55 COTTAH, 1 CHITTACK, 40 SQFT



MANINAGAR DEVELOPERS LLP

*Radhe Shyam Pancarain*

Partner / Authorised Signatory

GREENFIELD NIKETAN PVT. LTD.

*Radhe Shyam Pancarain*

Authorised Signatory / Director

For RAINBOW ENCLAVE PVT. LTD.

*Sayaj Shyam*

Director

For KASAUTI VYAPAAR PVT. LTD.

*Ankit Sutti*

Director

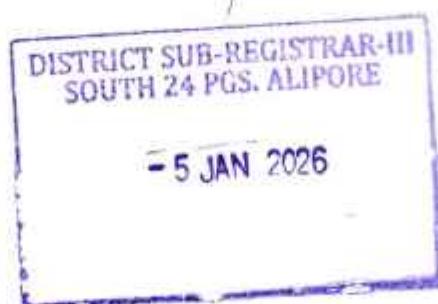
SIGNATURE OF OWNER

PS GROUP REALTY PVT. LTD.

*Anup Sankar*

Director / Authorised Signatory

SIGNATURE OF DEVELOPER





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

Name ARIHANT SANCHETI  
Signature Arik Sanchet



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

Name RADHE SHYAM PANCHARIA  
Signature Radhe Shyam Pancharia



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

Name SANJAY SHARMA  
Signature Sanjay Sha



DISTRICT SUB-REGISTRAR-B  
SOUTH 24 PGS. ALIPORE

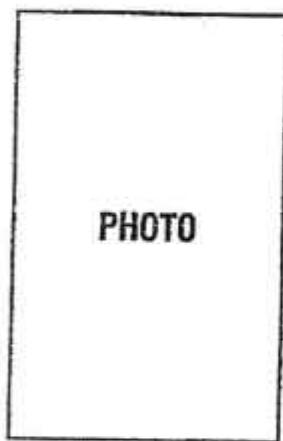
- 5 JAN 2026



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

Name ARUN KUMAR SANCHETI

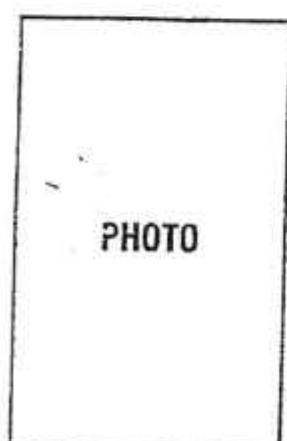
Signature Arun Sancheti



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

Name .....

Signature .....



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

Name .....

Signature .....



DISTRICT SUB-REGISTRAR-III  
SOUTH 24 PGS. ALIPORE

- 5 JAN 2026

### Major Information of the Deed

Deed No :	I-1603-00157/2026	Date of Registration	05/01/2026
Query No / Year	1603-2003445361/2025	Office where deed is registered	
Query Date	23/12/2025 7:23:04 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	PRAVAKAR DAS 85A, Sarat Bose Road, Jyoti Vihar, 3rd Floor, Thana : Bhawanipore, District : South 24-Parganas, WEST BENGAL, PIN - 700026, Mobile No. : 7501785960, Status :Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,120/- (Article:48(g))	Rs. 632/- (Article:E, E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

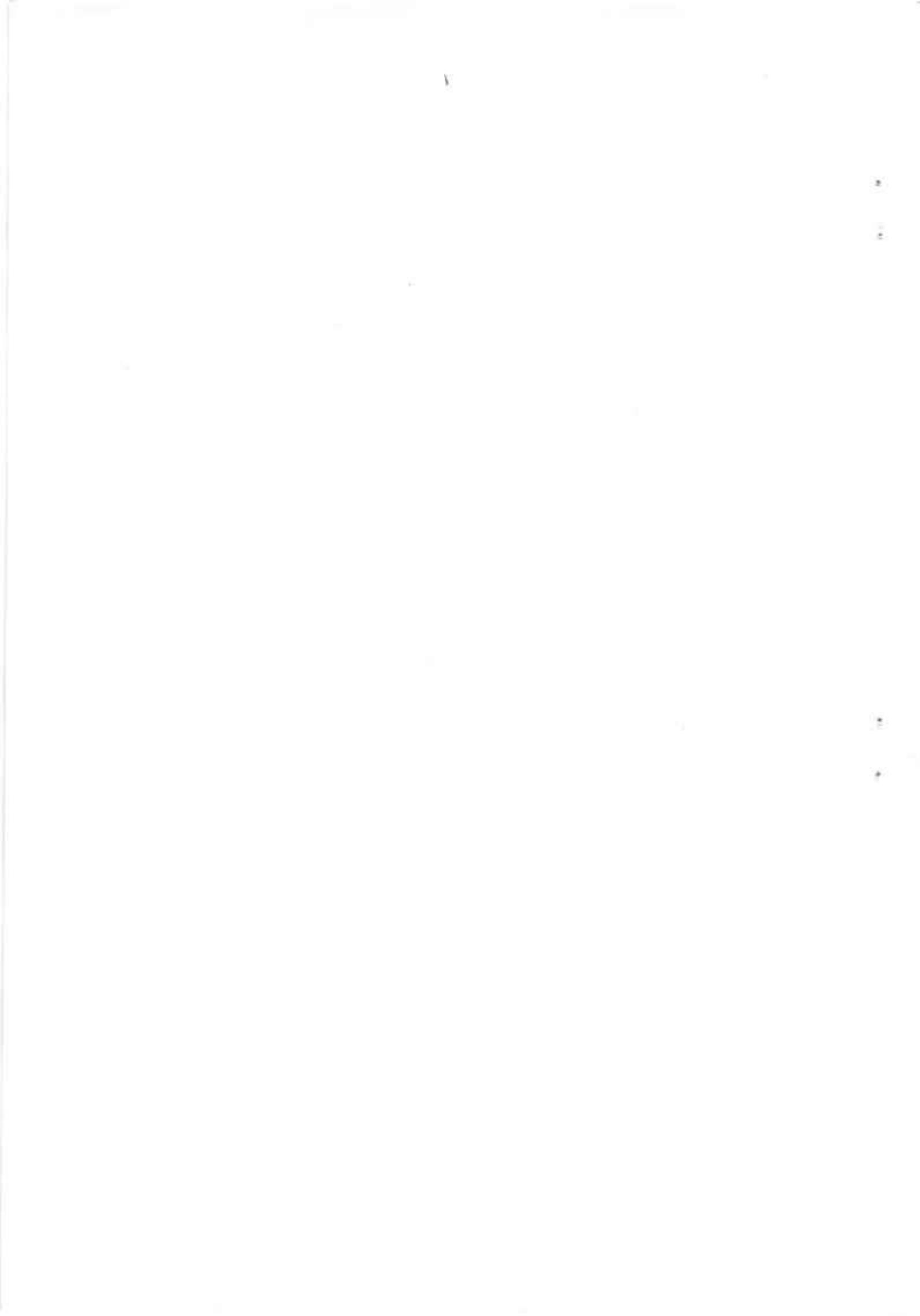
#### Land Details :

District: South 24-Parganas, P.S:- Tangra, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Matheswartala Road, Road Zone : (On Road – On Road) , Premises No: 122D/5, , Ward No: 066 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	55 Katha 1 Chatak 40 Sq Ft		24,80,31,275/-	Property is on Road
	Grand Total :			90.9448Dec	0/-	2480,31,275/-	

#### Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<b>MANINAGAR DEVELOPERS LLP</b> 12C CHAKRABERIA ROAD (NORTH), City:-, P.O:- LALA LAJPAR RAI SARANI, P.S:-Ballygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 Date of Incorporation:XX-XX-2XX7 , PAN No.: ABxxxxxx3A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	<b>GREEN FIELD NIKETAN PRIVATE LIMITED</b> 12C CHAKRABERIA ROAD (NORTH), City:-, P.O:- LALA LAJPAR RAI SARANI, P.S:-Ballygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 Date of Incorporation:XX-XX-2XX7 , PAN No.: AAxxxxxx9K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
3	<b>RAINBOW ENCLAVE PRIVATE LIMITED</b> 12C CHAKRABERIA ROAD (NORTH), City:-, P.O:- LALA LAJPAR RAI SARANI, P.S:-Ballygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 Date of Incorporation:XX-XX-1XX5 , PAN No.: AAxxxxxx4G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative



4	<b>KASAUTI VYAPAAR PRIVATE LIMITED</b> 12C CHAKRABERIA ROAD (NORTH), City:- , P.O:- LALA LAJPAR RAI SARANI, P.S:-Ballygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 Date of Incorporation:XX-XX-2XX6 , PAN No.: AAxxxxxx6F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
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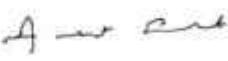
**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>PS GROUP REALTY PRIVATE LIMITED</b> 1002, E.M. BYPASS FRONT BLOCK, City:- , P.O:- DHAPA, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700015 Date of Incorporation:XX-XX-1XX8 , PAN No.: AAxxxxxx0E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	<b>Mr RADHE SHYAM PANCHARIA</b> Son of Mr BHANWAR LAL PANCHARIA Date of Execution - 05/01/2026, , Admitted by: Self, Date of Admission: 05/01/2026, Place of Admission of Execution: Office		 Captured	 05/01/2026
1/11, ARBINDA NAGAR, City:- , P.O:- BIJOYGARH, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX8 , PAN No.: AExxxxxx5K, Aadhaar No: 67xxxxxxxx7035 Status : Representative, Representative of : MANINAGAR DEVELOPERS LLP (as AUTHORISED SIGNATORY), GREEN FIELD NIKETAN PRIVATE LIMITED (as AUTHORISED SIGNATORY)				
2	<b>Shri SANJAY SHARMA</b> Son of Shri Ram Swarup Sharma Date of Execution - 05/01/2026, , Admitted by: Self, Date of Admission: 05/01/2026, Place of Admission of Execution: Office		 Captured	 05/01/2026
12C, Chakraberia Road (north), City:- , P.O:- Lala Lajpat Rai Sarani, P.S:-Ballygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX2 , PAN No.: BTxxxxxxxx5H, Aadhaar No: 74xxxxxxxx8663 Status : Representative, Representative of : RAINBOW ENCLAVE PRIVATE LIMITED (as Director)				



Name		Photo	Finger Print	Signature
3	<b>Shri ARIHANT SANCHETI</b> Son of Shri Arun Kumar Sancheti Date of Execution - 05/01/2026, , Admitted by: Self, Date of Admission: 05/01/2026, Place of Admission of Execution: Office		 Captured	
	Jan 5 2026 3:17PM		LTI 05/01/2026	05/01/2026
	12C, Chakraberia Road(north), City:- , P.O:- Lala Lajpat Rai Sarani, P.S:-Ballygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX6 , PAN No.: FOxxxxxx9R, Aadhaar No: 66xxxxxxxx4268 Status : Representative, Representative of : KASAUTI VYAPAAR PRIVATE LIMITED (as DIRECTOR)			
4	<b>ARUN KUMAR SANCHETI (Presentant )</b> Son of Shri Sumermall Sancheti Date of Execution - 05/01/2026, , Admitted by: Self, Date of Admission: 05/01/2026, Place of Admission of Execution: Office		 Captured	
	Jan 5 2026 3:32PM		LTI 05/01/2026	05/01/2026
	1002, E M Pypass Front Block, City:- , P.O:- Dhapa, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700015, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX9 , PAN No.: AKxxxxxx1L, Aadhaar No: 83xxxxxxxx1141 Status : Representative, Representative of : PS GROUP REALTY PRIVATE LIMITED (as DIRECTOR)			

#### Identifier Details :

Name	Photo	Finger Print	Signature
<b>Mr PRAVAKAR DAS</b> Son of Mr S DAS NABAGRAM, City:- , P.O:- NABAGRAM, P.S:-Shyampur, District:-Howrah, West Bengal, India, PIN:- 711315		 Captured	
	05/01/2026	05/01/2026	05/01/2026

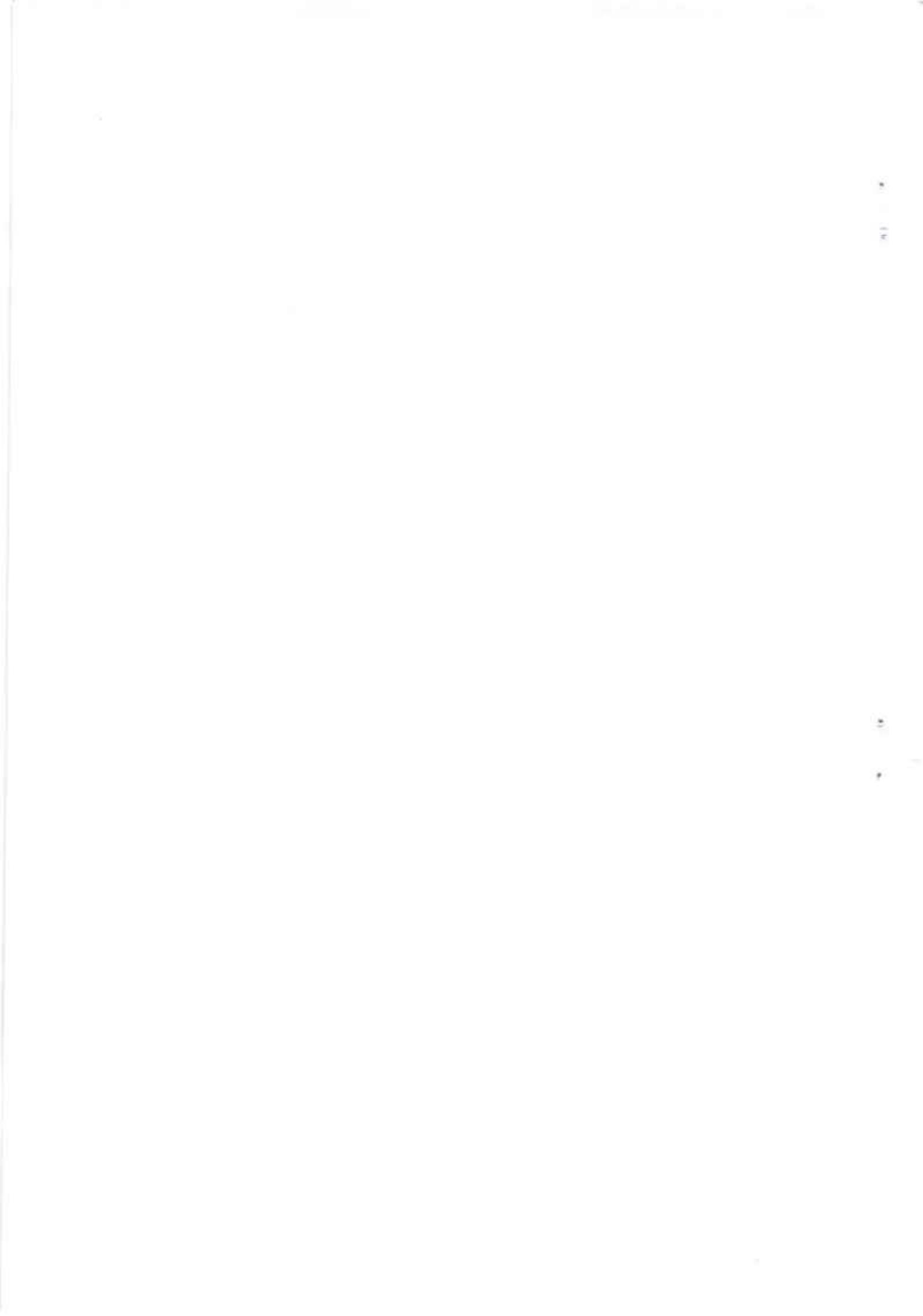
Identifier Of Mr RADHE SHYAM PANCHARIA, Shri SANJAY SHARMA, Shri ARIHANT SANCHETI, ARUN KUMAR SANCHETI

#### Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	MANINAGAR DEVELOPERS LLP	PS GROUP REALTY PRIVATE LIMITED-22.7362 Dec
2	GREEN FIELD NIKETAN PRIVATE LIMITED	PS GROUP REALTY PRIVATE LIMITED-22.7362 Dec
3	RAINBOW ENCLAVE PRIVATE LIMITED	PS GROUP REALTY PRIVATE LIMITED-22.7362 Dec
4	KASAUTI VYAPAAR PRIVATE LIMITED	PS GROUP REALTY PRIVATE LIMITED-22.7362 Dec







On 05-01-2026

**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 12:47 hrs on 05-01-2026, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by ARUN KUMAR SANCHETI ,

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 24,80,31,275/-

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

Execution is admitted on 05-01-2026 by ARUN KUMAR SANCHETI, DIRECTOR, PS GROUP REALTY PRIVATE LIMITED (Private Limited Company), 1002, E.M. BYPASS FRONT BLOCK, City:-, P.O:- DHAPA, P.S:-Tiljala, District:- South 24-Parganas, West Bengal, India, PIN:- 700015

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

Execution is admitted on 05-01-2026 by Mr RADHE SHYAM PANCHARIA, AUTHORISED SIGNATORY, MANINAGAR DEVELOPERS LLP (LLP), 12C CHAKRABERIA ROAD (NORTH), City:-, P.O:- LALA LAJPAR RAI SARANI, P.S:-Ballygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700020; AUTHORISED SIGNATORY, GREEN FIELD NIKETAN PRIVATE LIMITED (Private Limited Company), 12C CHAKRABERIA ROAD (NORTH), City:-, P.O:- LALA LAJPAR RAI SARANI, P.S:-Ballygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700020

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

Execution is admitted on 05-01-2026 by Shri SANJAY SHARMA, Director, RAINBOW ENCLAVE PRIVATE LIMITED (Private Limited Company), 12C CHAKRABERIA ROAD (NORTH), City:-, P.O:- LALA LAJPAR RAI SARANI, P.S:- Ballygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700020

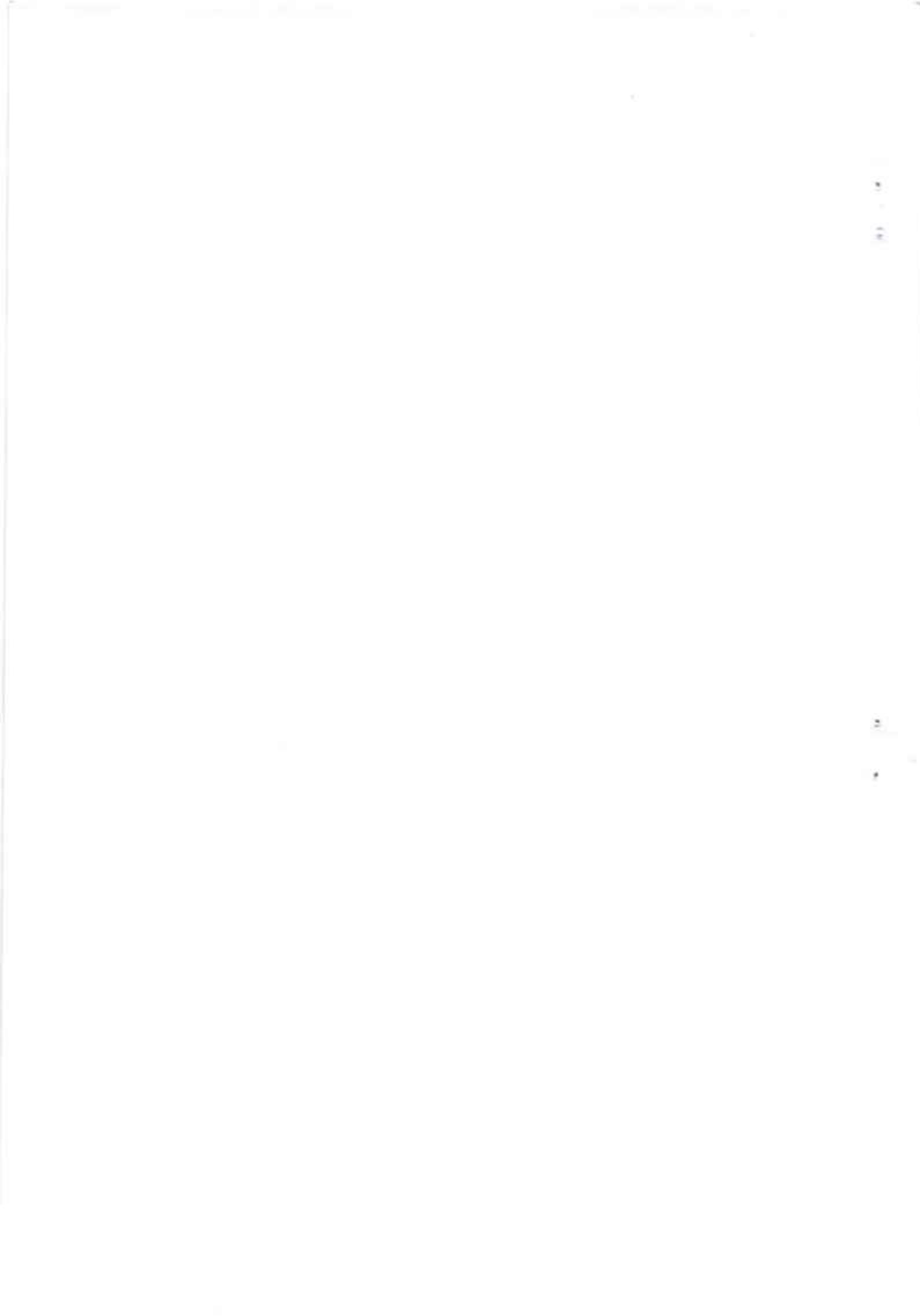
Indetified by Mr PRAVAKAR DAS, , Son of Mr S DAS, NABAGRAM, P.O: NABAGRAM, Thana: Shyampur, , Howrah, WEST BENGAL, India, PIN - 711315, by caste Hindu, by profession Service

Execution is admitted on 05-01-2026 by Shri ARIHANT SANCHETI, DIRECTOR, KASAUTI VYAPAAR PRIVATE LIMITED (Private Limited Company), 12C CHAKRABERIA ROAD (NORTH), City:-, P.O:- LALA LAJPAR RAI SARANI, P.S:-Ballygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700020

Indetified by Mr PRAVAKAR DAS, , Son of Mr S 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 632.00/- ( E = Rs 600.00/- ,H = Rs 28.00/- ,M (b) = Rs 4.00/- ) and Registration Fees paid by , by Cash Rs 32.00/-, by online = Rs 600/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/12/2025 11:22AM with Govt. Ref. No: 192025260408369148 on 29-12-2025, Amount Rs: 600/-, Bank: SBI EPay ( SBEPay ), Ref. No. 3783522052545 on 29-12-2025, Head of Account 0030-03-104-001-16



**Payment of Stamp Duty**

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

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 2853, Amount: Rs.100.00/-, Date of Purchase: 03/11/2025, Vendor name: S Das  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 29/12/2025 11:22AM with Govt. Ref. No: 192025260408369148 on 29-12-2025, Amount Rs: 75,020/-  
Bank: SBI EPay ( SBEPay), Ref. No. 3783522052545 on 29-12-2025, Head of Account 0030-02-103-003-02



**Debasish Dhar**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - III SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2026, Page from 43693 to 43754

being No 160300157 for the year 2026.



Digitally signed by Debasish Dhar  
Date: 2026.02.03 17:11:11 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 03/02/2026

**DISTRICT SUB-REGISTRAR**

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

**West Bengal.**

PS Group Realty Pvt. Ltd.



(Constituted Attorney / Authorised Signatory)