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THIS DEVELOPMENT AGREEMENT made on this 25th day of March, Two Thousand Twenty One [2021] **BETWEEN (1) SUNRISE BUILDERS AND FINANCE PRIVATE LIMITED**, having **PAN AAHCS7635P**, CIN No.U70101WB1987PTC041889, a company duly incorporated under the Companies Act, 1956, having its registered office at Plot No. 26, 11/1/C, East Topsia Road, Kolkata-700 046, represented by its Director Vikash Agarwal having **PAN-ACYPA6431H & AADHAR - 7903 7838 5781**, son of Sri Gokul Chand Agarwal, residing at 11A/1, Sunny Park, Police Station - Ballygunge, Kolkata-700 019, **AND**

[Signature]

UTOPIA DEVELOPERS

PARTNER

30 MAR 2021



SL. NO. 62 DT. 12/03/21
VALUE OF IL J. STAMP RS. 100/-
NAME OF PURCHASER
ADDRESS

SAPI DAB
Advocate
Alipore Police Court
Kolkata-700017

H. MUKHERJEE
STAMP VENDER S.R.O. BUDGE BUDGE

[Signature]



T-9-2083

UTOPIA DEVELOPERS



[Signature]
PARTNER
(SONNY) IT GUPTA



T-9-2084

FOR SURVIVE EQUITY & FINANCE PVT. LTD.

[Signature]
DIRECTOR



FOR DRVASHI DISTRIBUTORS PVT. LTD.

[Signature]
DIRECTOR

(VIKASH AGARWAL)



ID-2085

[Signature]
Alipore Police Court
25-29



(2) **URVASHI DISTRIBUTORS PRIVATE LIMITED**, having **PAN AABCU0786D**, CIN No.U52100WB2009PTC134992, a company duly incorporated under the Companies Act, 1956, having its registered office at 11/1/C, East Topsia Road, Plot No. 26, Kolkata-700 046, represented by its Director Vikash Agarwal having **PAN- ACYPA6431H & AADHAR - 7903 7838 5781**, son of Sri Gokul Chand Agarwal, residing at 11A/1, Sunny Park, Police Station - Ballygunge, Kolkata-700 019, hereinafter jointly referred to as the **OWNERS** (which expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their respective successor or successors-in-interest and assigns) of the **ONE PART AND UTOPIA DEVELOPERS**, having **PAN- AAGFU6177J**, a Partnership firm, having its registered office at P-78, Lake Road, Post Office- Sarat Bose Road and Police Station- Rabindra Sarobar, Kolkata 700 029, represented by one of its Partner Mr. Soumyajit Gupta, son of Mr. Indrajit Gupta, **PAN - AJAPG9130E & Aadhar No. 4474 9191 3448** and residing at Premises No. 87A, Sarat Bose Road, Post Office- Kalighat and Police Station- Bhowanipore, Kolkata-700 026, hereinafter referred to as the **DEVELOPER** (which expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the **OTHER PART**:

WHEREAS:

I. 15/2, Priyanath Mullick Road

A. By a registered Indenture dated the 22nd day of December, 1925 one Madhab Chandra Ghosh purchased All That the piece and parcel of land containing an area of 7 cottahs 8 chittacks 36 sq.ft. be the same a little more or less lying situate at and being Plot No.87/2 of the Surplus land in Improvement Scheme No. V, formed out of the portion of old Premises Nos.102A and 102B, Beltala Road and 147, Russa Road (South), being part of Holding Nos.374 and 379, Sub-Division M, Division-VI, of Dihi Panchannagram, Police Station-Bhowanipore, within the limits of the then Calcutta Municipal Corporation, Ward No.72, District the then 24-Parganas (hereinafter referred to as the **said 1st premises**) from The Trustees for the Improvement of Calcutta and became seized and possessed absolutely and forever.

B. The said 1st premises was subsequently renumbered by the then Calcutta Municipal Corporation being premises No.15/2, Priyanath Mullick Road.



C. The said Madhab Chandra Ghosh who during his lifetime was a Hindu, governed by Dayabhaga School of Hindu Law died on 26th September, 1964 after making and publishing his Last Will and Testament dated 17th June, 1961 whereby and where under he appointed State Bank of India as the Sole Executor and Trustee under the said Last Will and Testament gave devised bequeath All That the said 1st premises in favour of Amarnath Dey and Nitya Lal Dey absolutely and forever.

D. The said State Bank of India being the Executor applied for and obtained probate issued on 18th day of March, 1975 of the said Last Will and Testament of Madhab Chandra Ghosh in the Testamentary and Intestate Jurisdiction of the Hon'ble High Court at Calcutta and as such became the trustee of the said 1st premises.

E. In terms of the Last Will and Testament of Madhab Chandra Ghosh the said State Bank of India executed a Deed of Transfer dated the 25th day of July, 1985 in favour of the said Amarnath Dey and Nitya Lal Dey and duly registered with Registrar of Assurances, Calcutta in Book No.I, Volume No.327, Pages 337 to 344, Being No.14881 for the year 1985 in respect of the said 1st premises.

F. Thus the said Amarnath Dey and Nitya Lal Dey jointly became seized and possessed of and/or otherwise well and sufficiently entitled to All That the said 1st premises absolutely and forever.

G. By an Indenture dated the 24th day of February, 1989 made between the said Amarnath Dey therein referred to as the Vendor of the One Part and one Smt. Hansa Hemani, Smt. Bharti Hemani, Smt. Uma Hemani, Dipika Hemani and Bhavana Hemani therein jointly referred to as the Purchasers of the Other Part and registered with Registrar of Assurances, Calcutta in Book No.I, Volume No.77, Pages 291 to 300, Being No.2099 for the year 1989 the Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers All That his undivided $\frac{1}{2}$ part or share of the said 1st premises absolutely and forever.

H. By another Indenture dated the 24th day of February, 1989 made between the said Nitya Lal Dey therein referred to as the Vendor of the One Part and one Smt. Hansa Hemani, Smt. Bharti Hemani, Smt. Uma Hemani, Dipika Hemani and Bhavana Hemani therein jointly referred to as the Purchasers of the Other Part and registered with Registrar of Assurances, Calcutta in Book No.I, Volume No.77, Pages 301 to 310, Being No.2100 for the year 1989 the Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in



favour of the Purchasers All That his undivided $\frac{1}{2}$ part or share of the said 1st premises absolutely and forever.

I. Thus the said Smt. Hansa Hemani, Smt. Bharti Hemani, Smt. Uma Hemani, Dipika Hemani and Bhavana Hemani jointly became seized and possessed of and/or otherwise well and sufficiently entitled to All That the said 1st premises absolutely and forever.

J. By a Deed of Declaration dated the 22nd day of July, 1994 executed by the said Smt. Hansa Hemani, Smt. Bharti Hemani, Smt. Uma Hemani, Dipika Hemani and Bhavana Hemani and registered at the office of the Additional District Sub-Registrar, Alipore in Book No.I, Being No.2131 for the year 1994 the declarant therein declare themselves as the sole and absolute Owners of the said 1st premises.

K. By an Indenture dated the 22nd day of July, 1994 made between the said Smt. Hansa Hemani, Smt. Bharti Hemani, Smt. Uma Hemani, Smt. Dipika Hemani and Smt. Bhavana Hemani therein jointly referred to as the Vendors of the One Part and one Sunrise Builders and Finance Private Limited therein referred to as the Purchaser of the Other Part and registered at the office of the Additional District Sub-Registrar, Alipore, South 24-Parganas in Book No.I, Volume No.61, Pages 243 to 280, Being No.2183 for the year 1994, the Vendors therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser All That the said 1st premises absolutely and forever.

L. Thus the said Sunrise Builders and Finance Private Limited is now absolutely seized and possessed of and/or otherwise well and sufficiently entitled to All that Premises No.15/2, Priyanath Mullick Road, Police Station-Bhowanipore, Kolkata- 700 026, under Kolkata Municipal Corporation, Ward No.72, District- South 24-Parganas (hereinafter referred to as the **1st premises**), more fully described in the **Part-I** of the **FIRST SCHEDULE** hereunder written free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments, trusts of whatsoever nature.

II. 15/1B, Priyanath Mullick Road

A. By a registered Indenture dated the 9th day of February, 1926 one Jadu Nath Sarkar purchased All That the piece and parcel of land containing an area of 5 cottahs 6 chittacks 10 sq.ft. be the same a little more or less lying situate at and being Plot No.87/1 of the Surplus land in Improvement Scheme No.V formed out of the portion of old Premises Nos.102A and 102B, Beltala Road and 147, Russa Road (South), being part



of Holding Nos.374 and 379, Sub-Division M, Division-VI, of Dihi Panchannagram, Police Station-Bhowanipore, within the limits of the then Calcutta Municipal Corporation, Ward No.72, District the then 24-Parganas (hereinafter referred to as the mother premises) from The Trustees for the Improvement of Calcutta and became seized and possessed absolutely and forever.

B. The said Jadu Nath Sarkar divided the said Mother Premises in two parts and thus All That the piece and parcel of land containing an area of 2 cottahs 10 chittacks 40 sq.ft. be the same a little more or less being the divided and demarcated portion of the said Mother Premises numbered as Premises No.15/1B, Priyanath Mullick Road (hereinafter referred to as the **said 2nd premises**).

C. The said Jadu Nath Sarkar who during his lifetime was a Hindu, governed by Dayabhaga School of Hindu Law died intestate on 4th April, 1938 leaving behind him surviving his widow Smt. Ashima Sarkar and two unmarried daughters namely Smt. Priti Sudha Sarkar and Smt. Smriti Sudha Sarkar, who had a limited interest in the said 2nd premises, two married daughters namely Smt. Shanti Roy Choudhury, Smt. Bhakti Sudha Basu, who didn't have any right title and interest on the said 2nd premises and two sons namely Jitendranath Sarkar and Jibendranath Sarkar who upon his death jointly became entitled to All That the said 2nd premises absolutely and forever.

D. The said Smt. Ashima Sarkar who during her lifetime was a Hindu, governed by Dayabhaga School of Hindu Law died on 23rd February, 1946 after making and publishing her last Will and Testament dated 12th December, 1945 duly registered with the office of the District Sub-Registrar, Alipore in Book No.III, Volume No.5, Pages 49 to 50, Being No.65 for the year 1945 whereby and where under she appointed Subodh Chandra Basu and Jitendranath Sarkar as the Executors under the said last Will and Testament and give devised bequeath All That the said 2nd premises in favour of her younger daughter Smt. Smriti Sudha Sarkar (Pal) absolutely and forever.

E. The said Subodh Chandra Basu and Jitendranath Sarkar jointly applied for and obtained probate of the said last Will and Testament before the Learned Court of District Delegate, Alipore under Act 39 Case No.15 of 1946 issued on 14th day of November, 1946 and as such the said Smt. Smriti Sudha Sarkar (Pal) became owner of All That the said 2nd premises absolutely and forever.



F. The said Smt. Smriti Sudha Sarkar (Pal) who during her lifetime was a Hindu, governed by Dayabhaga School of Hindu Law died intestate on 10th May, 1983 leaving behind her surviving her husband Jyoti Prasad Pal and only son Anil Kumar Pal as his heirs and legal representatives who upon her death became jointly entitled to All That the said 2nd premises each having undivided 1/2nd shares.

G. The said Anil Kumar Pal who during his lifetime was a Hindu, governed by Dayabhaga School of Hindu Law died intestate on 19th August, 1995 leaving behind him surviving his father Jyoti Prasad Pal as his heir and legal representative who upon his death became entitled to All That his undivided ½ part or share in the said 2nd premises.

H. The said Jyoti Prasad Pal who during his lifetime was a Hindu, governed by Dayabhaga School of Hindu Law died on 10th February, 2003 after making and publishing his last Will and Testament dated 3rd September, 1999 whereby and where under he appointed Smt. Sabitri Biswas as the Sole Executrix under the said last Will and Testament and give devised bequeath All his properties including the said 2nd premises in favour of the said Smt. Sabitri Biswas absolutely and forever.

E. The said Smt. Sabitri Biswas duly applied for and obtained probate of the said last Will and Testament before the Learned Court of District Delegate, Alipore under Act 39 Case No.183 of 2003 issued on 23rd day of December, 2003 and as such the said Smt. Sabitri Biswas (Sil) became owner of All That the said 2nd premises absolutely and forever.

F. By a Deed of Conveyance dated the 26th March, 2010 made between the said Smt. Sabitri Biswas (Sil) therein referred to Vendor of the One Part and one Urvashi Distributors Private Limited therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurance-I, Kolkata in Book No.I, CD Volume No.10, Pages 3374 to 3390, Being No.03828 for the year 2010 the Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser All That the said 2nd premises absolutely and forever.

G. One Ashim Sirkar filed a Title Suit being No. 3528 of 2010 before the Learned 4th Civil Judge (Junior Division) at Alipore against the said Urvashi Distributors Private Limited and the said Smt. Sabitri Biswas (Sil) praying for the cancellation of the said Deed of Conveyance dated the 26th March, 2010, Being No. 03828 for the year 2010 and to declare the same as null and void.



H. By a Memorandum of Settlement dated the 19th day of June, 2012 made between the said Asim Sirkar and the said Urvashi Distributors Private Limited, the Parties therein agreed to settle the said Title Suit being No. 3528 of 2010 mutually by and between them at and for the consideration and on the Terms and condition contained therein. In terms of the said Memorandum the parties jointly filed a compromise petition before the Learned Court in the said suit.

I. By a Deed of Declaration dated the 19th day of June, 2012 made between the said Asim Sirkar therein referred to as the First part of One Part and the said Urvashi Distributors Private Limited therein referred to as the Second Part of the Other Part and registered at the office of District Sub-registrar-I, South 24 Parganas in Book No. I, CD Volume No.10, Pages 887 to 903, Being No. 02223 for the year 2012, the said Asim Sirkar disclaimed all his right, title, interest and claims whatsoever nature in respect of the said 2nd premises at and for the consideration and on the terms and conditions mentioned therein.

J. Thus the said Urvashi Distributors Private Limited is now absolutely seized and possessed of and/or otherwise well and sufficiently entitled to All that Premises No.15/1B, Priyanath Mullick Road, Police Station-Bhowanipore, Kolkata- 700 026, under Kolkata Municipal Corporation, Ward No.72, District- South 24-Parganas (hereinafter referred to as the **2nd premises**), more fully described in the **Part-II** of the **FIRST SCHEDULE** hereunder written free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments, trusts of whatsoever nature.

III. The Owners are presently desirous of developing the said 1st and 2nd premises into a single Premises, as a Residential cum Commercial building. Thus the Owners and the Developer have negotiated and arrived at an agreement to develop the said 1st and 2nd premises upon demolition of the old structures standing thereon for mutual benefit on the terms and conditions hereunder written.

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

1. DEFINITIONS:

Unless in this Agreement there is something contrary or repugnant to the subject or context, the following words shall have the following meanings:-

ADVOCATES - shall mean **VICTOR MOSES & CO.**, Solicitors & Advocates,



Temple Chambers, 6, Old Post Office Street, Kolkata - 700 001.

AGREEMENT FOR SALE – shall mean an agreement to be entered into between the Developer and the allottee(s)/purchaser(s).

ALLOTTEE/PURCHASER- shall mean the person to whom an apartment would be allotted or sold or otherwise transferred by the Developer and would include the person who would subsequently acquire the said allotment through sale, transfer or otherwise but does not include a person to whom such apartment would be given on rent.

ARCHITECT – shall mean such person or persons who may be appointed by the Developer as the Architect for the New Building.

ASSOCIATION – shall mean any company under the Companies Act, 2013 or any Association or a Committee as may be formed by the Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

CAR PARKING SPACE – shall mean the spaces in the portions of the ground floor level, whether open or covered, of the New Building expressed or intended to be reserved for parking of motor cars/two wheelers.

CLOSING DATE – shall mean the date, after receiving the notice of completion as provided hereafter and realization of their proportionate revenue from the Project Marketing Account, on which the Owners and Developer will mutually decide to close the rights and obligations under this Agreement.

COMMON AREAS, FACILITIES AND AMENITIES – shall mean the entire land for the project, the stair cases, lifts and lift lobbies, fire escapes, and common entrances and exist of the said building, the common basements, terraces, parks, play areas, open parking areas and common storage spaces, the property for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel, installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy, the water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use, all community and commercial facilities as provided in the said project and all other portion of the project necessary or convenient for its maintenance, safety, etc. and in common use;



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 allottees and all other expenses for the Common Purpose including those mentioned hereunder written to be contributed, borne, paid and shared by the allottees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge.

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

COMPLETION CERTIFICATE- shall mean the completion certificate, or such other certificate, by whatever name called, to be issued by the competent authority certifying that the said project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority.

COMPLETION NOTICE - shall mean the notice contemplated in clause 8.7 below.

COMPLEX - shall mean the entire building Complex with open areas to be constructed, erected and completed by the Developer in terms of this Agreement and the Plan.

CO-TRANSFEREE - shall mean all the prospective or actual transferees who for the time being have agreed to acquire any Unit in the New Building and for all unsold Unit and/or Units in Owners' allocation shall mean Owners and for all unsold Unit and/or Units in Developer's allocation shall mean the Developer.

DATE OF COMMENCEMENT OF LIABILITY - shall mean the date on which the Owners take actual physical possession of their allocation after fulfilling all obligations in terms of clause 1.1.2 hereinafter or the date next after expiry of the Completion Notice irrespective of whether the Owners take actual physical possession or not, whichever is earlier.



DEVELOPMENT - shall mean carrying out the development of the Said property, engineering or other operations in, on, over or under the property or the making of any material change in the Said property.

DEVELOPMENT WORKS - shall mean the external development works and internal development works on the Said property.

DEVELOPER'S ALLOCATION - shall mean 50% (Fifty percent) of the Net Revenue generated from the sale of various flats, units, apartments and/or constructed spaces of the new buildings to be constructed on the Said Land **TOGETHER WITH** the share in the same proportion in car parking spaces (open and covered) **AND TOGETHER WITH** the undivided proportionate impartible part or share in the Said Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage spaces in the Complex **AND TOGETHER WITH** all areas earmarked as excluded and reserved areas which are not for common uses.

DEVELOPMENT RIGHTS - shall mean, in addition to what has been provided for elsewhere in this Agreement, the entire development rights of the New building on the said property and shall include (but not be limited to), *inter alia*, the right, power, entitlement, authority, sanction and permission to:

- (a) enter upon and take possession and control of the said property and every part thereof for the purpose of developing the New building;
- (b) exercise full, free, uninterrupted, exclusive and irrevocable marketing or transfer rights in respect of the constructed spaces in the Developer's Allocation of the New building by way of any manner of transfer or creation of third-party rights therein, have exclusive control with respect to the pricing of the constructed space to be constructed on the said property and enter into agreements with such Transferees, Assignees as it deems fit and to receive the full and complete proceeds as per the terms herein and give receipts and hand over possession, use or occupation of the constructed space and proportionate undivided interest in the land underneath i.e. the said property;
- (c) carry out the construction/development of the New building and remain in possession, control of, peaceful enjoyment of the said property or any part thereof until the completion of development of the New building and marketing or transfer of the constructed space in



the Developer's Allocation of the new building on the said property and every part thereof;

(d) apply for and obtain from the relevant authorities all Approvals for development and construction of the New building that are required to be obtained by the Developer in terms of this Agreement;

(e) apply for and obtain from the relevant authorities all Approvals for change of nature of use or purpose of the said property and of the New building constructed thereon or on the part thereof;

(f) in the event of default by the Owners in compliance of their obligations under this Agreement, at the sole discretion of the Developer, to do all such acts, deeds and things that may be required for the New building or for compliance of the terms in this Agreement;

(g) appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development work and to pay the wages, remuneration and salary of such persons;

(h) make payment and/or receive the refund of all deposits, or other charges to and from all public or Governmental Authorities or public or private utilities relating to the development of the said property paid by the Developer;

(i) make applications to the concerned Governmental Authority or semi-governmental authority, in respect of, and carry out, all the infrastructure work, including leveling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical transformer and all other common areas and facilities for the proposed building to be constructed on the said property as may be required by any Approval, layout plan, or order of any Governmental Authority or semi-governmental authority and acquire relevant Approvals for obtaining water and electricity connections and Approvals for cement, steel and other building materials, if any as the Developer deems fit;

(j) deal with, appear before and file applications, declarations, certificates and submit/ receive information with, as may be required under the Applicable Law, any Governmental Authority in relation to the New building necessary for the full, free, uninterrupted and exclusive development of the said property, the development of and construction of building on the said property;



- (k) carry out and comply with all the conditions contained in the Approvals as may be obtained from time to time;
- (l) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the marketing, or transfer of the constructed space to be constructed on the said property as envisaged herein;
- (m) manage the said property and the property and facilities / common areas constructed upon the said property as may be required under the West Bengal Apartment Ownership Act, 1972 or any other Applicable Laws and/or rules made there under and / or to transfer/ assign right to maintenance to any third party and to retain all benefits, consideration etc. accruing from such maintenance of the New building;
- (n) take appropriate actions, steps and seek compliances, Approvals and exemptions under the provisions of the Applicable Law,
- (o) demarcate the common areas and facilities, in the New building in the sole discretion of the Developer and also in consultation with the Owners, as per the lay out plan and applicable law and to file and register all requisite deeds and documents;
- (p) generally any and all other acts, deeds and things that may be required for the exercise of the Development Rights,

FORCE MAJEURE – shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders.

INTERNAL DEVELOPMENT WORKS – shall mean roads, footpaths, water supply, sewers, drains, parks, tree planting, street lighting, provision for community buildings and for treatment and disposal of sewage and sullage



water, solid waste management and disposal, water conservation, energy management, fire protection and fire safety requirements, social infrastructure such as educational health and other public amenities or any other work in a project for its benefit, as per sanctioned plans.

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

MARKETING – shall mean marketing, selling, leasing, letting out or otherwise dealing with any space in the New Building to any transferee for owning or occupying any flat, unit, apartment, and/or constructed space either by the Owners or Developer.

MARKETING EXPENSES – shall mean all expenses relating to or in connection with marketing of the Saleable Spaces comprised in the Complex, such as, fees or brokerage of Marketing Agent, advertisement expenses and such other expenses as may be mutually agreed by and between the Developer and the Owners.

NET REVENUE – shall mean the sum of money received or receivable from Sale or Marketing of the Saleable Spaces in the Complex after deducting therefrom the Marketing Expenses and any other expenses relating to the project as may be mutually agreed upon by the Developer and the Owners from time to time.

NEW BUILDING - shall mean the new building to be constructed, erected and completed in accordance with the Plan on the said property.

OWNERS' ALLOCATION – shall mean 50% (Fifty percent) of all the Net Revenue generated from the sale of various flats, units, apartments and/or constructed spaces of the new buildings to be constructed on the said land **TOGETHER WITH** the share in the same proportion in car parking spaces (open and covered) **AND TOGETHER WITH** the undivided proportionate impartible part or share in the said land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage spaces in the Complex **AND TOGETHER WITH** all areas earmarked as excluded and reserved areas which are not for common uses.

PLAN – shall mean the building plan to be sanctioned by the Kolkata Municipal Corporation together with all modifications and/or alterations



thereto from time to time made or to be made by Developer either under advice of the said corporation or on the recommendation of the Architect or agreed upon between the parties from time to time.

PROJECT - shall mean the development of the said property and the construction, erection and completion of the Complex by the Developer in terms of this Agreement and the Plan.

PROPORTIONATE OR PROPORTIONATELY - according to the context shall mean the proportion in which the built up area of any Unit or Units may bear to the built-up area of all the Units in the New Building where it refers to the share of the Owners in the New Building, shall mean Owners' Allocation and where it refers to the share of Developer in the New Building, shall mean Developer's Allocation.

SAID PROPERTY - shall mean ALL THAT the piece and parcel of land containing an area of 7 cottahs 8 chittacks 36 sq.ft. be the same a little more or less lying situate at and being Premises No.15/2, Priyanath Mullick Road, Police Station-Bhowanipore, Kolkata- 700 026, under Kolkata Municipal Corporation, Ward No.72, District- South 24-Parganas, more fully described in the **Part-I** of the **FIRST SCHEDULE** hereunder written **AND** ALL THAT the piece and parcel of land containing an area of 2 Cottahs 10 Chittacks 40 Sq.ft. be the same a little more or less lying situate at and being Premises No.15/1B, Priyanath Mullick Road, Police Station-Bhowanipore, Kolkata- 700 026, under Kolkata Municipal Corporation, Ward No.72, District- South 24-Parganas, more fully described in the **Part-II** of the **FIRST SCHEDULE** hereunder written.

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

SPECIFICATIONS - shall mean the specification for the said New Building as mentioned in the **SECOND SCHEDULE** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

TITLE DEEDS - shall mean the documents of title of the Owners in respect of the said property and the documents referred to herein.

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



2. INTERPRETATION:

In this agreement save and except as otherwise expressly provided –

- i) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- ii) the division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- iii) when calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- iv) all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- v) the words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.
- vi) Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.
- vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.

3. COMMENCEMENT:



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

4. OWNERS' REPRESENTATIONS: The Owners have represented and warranted to the Developer as follows:

(a) The Owners are seized and possessed of and well and sufficiently entitled to the said property. No person other than the Owners have any right, title and/or interest, of any nature whatsoever in the said property or any part thereof.

(b) The Owners have satisfied the Developer about their title in respect of the said property based on the documents furnished and representations made by the Owners. The Owners shall answer all reasonable questions relating to the property which may be raised by any bank, financial institution or other nominee or nominees of Developer.

(c) The Owners shall not do nor permit anyone to do any act deed matter or thing which may affect the marketability of the said New Building or which may cause charges, encroachments litigations, trusts, liens, lispendens, attachments and liabilities.

(d) The Owners have not entered into any other Agreement for sale or transfer or development or lease etc in respect of the said property or any part thereof.

(e) The said property or any part thereof is not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owners and the said property is not attached under any decree or order of any Court of Law or dues of the Income Tax, Revenue or any other Public Demand.

(f) No suits, and/or any other proceedings and/or litigations are pending in respect of the said property or any part thereof and that the said property is not involved in any other civil, criminal or arbitration proceedings and no such proceedings and no claims of any nature (whether relating to, directly or indirectly) are pending or



threatened by or against the Owners or in respect whereof the Owners are liable to indemnify any person concerned and as far as the Owners are aware there are no facts likely to give rise to any such proceedings.

(g) Subject to what has been stated in this Agreement, the Owners have not done and shall not do nor permit to be done, anything whatsoever that would in any way impair, hinder and/or restrict the grant of rights to the Developer under this Agreement including, exercise by Developer of the right to develop the said property.

(h) There is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the affairs of the said property and there are no facts, which may give rise to any such dispute.

5. DEVELOPER'S REPRESENTATION:

Developer has represented and warranted to the Owners as follows:

- a. The Developer has sufficient infrastructure, expertise and resources in the field of development and construction of real estate.
- b. The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.

6. POSSESSION FOR DEVELOPMENT:

Simultaneously with the signing of this agreement, the Owners shall made over vacant possession of the portions of the said property under their occupation to the Developer for the purpose of construction only, in terms hereof and the Developer shall be in such possession till the completion of the project. It is made clear that making over possession of the said property by the Owners to the Developer shall not be under section 53A of the Transfer of Property Act. The right to transfer by conveyance of the Developer's allocation shall only arise after handing over Owners' Allocation to the Owners.

7. STEPS FOR DEVELOPMENT OF THE SAID PROPERTY:

- 7.1 The Parties have mutually decided the development of the said property by construction of the New Building thereon, and commercial exploitation of the same. The Developer shall construct or cause to be



constructed the New Building at its own costs and expenses.

- 7.2 The Parties hereby accept the Basic Understanding between them as recorded above and all other terms and conditions mentioned in this Agreement. In consideration of Developer, agreeing to construct and complete the Owners' Allocation, the Owners agree to transfer their proportionate undivided share in the said property attributable to the saleable area of the Developer's Allocation to the Developer or its nominee or nominees being the Developer's Allocation in such part or parts as Developer may desire and hereby further grant the exclusive and absolute right to develop the said property.
- 7.3 By virtue of the rights hereby granted Developer is irrevocably authorized to build upon and exploit commercially the said property by [1] demolishing the existing structures, [2] constructing the New Building and [3] dealing with the spaces in the New Building with corresponding undivided proportionate share in the said property and according to the respective allocations and the marketing format.
- 7.4 In consideration of the development of the said property by the Developer herein and the Developer having undertaken the construction of the New Building as per agreed specification, the Owners agree to transfer the proportionate, undivided and impartible share in the said property in favour of the intending transferee(s) of the constructed space in the New Building, if required.
- 7.5 The development rights granted herein includes the exclusive right, authority and authorization to the Developer to:
 - a) hold, occupy, enter upon and use the said Property for the purpose of development only by constructing building thereat at its own cost and expense and such other development and construction therein or thereon as may be necessary or appropriate;
 - b) appoint architects, consultants, contractors, sub-contractors or agents and enter into agreements for implementing the development and making available the various facilities;
 - c) establish, provide or procure, install, construct, as the context admits or requires, and operate the facilities;
 - d) carry out such other activities incidental to the foregoing or proper or desirable for the safe, efficient and economic implementation and operations of the development work including sale and marketing of



the units.

It is however made clear that in carrying out any of the activities mentioned hereinabove or in exercising any of the rights conferred upon the Developer herein, the Developer shall not fasten any liability on the Owners and shall keep the Owners safe, harmless and indemnified against all liabilities, civil or criminal, and all costs, charges and expenses arising there from.

- 7.6 The Developer shall at its own costs and expenses have the plan prepared for the New Building i.e. the residential cum commercial building by the Architect and the same shall be submitted for sanction to the KMC and the Planning Authorities in the name of the Owners by the Developer within a period of 3 (three) months post amalgamation of Premises No. 15/2, Priyanath Mullick Road, 15/1A, Priyanath Mullick Road and 15/1B, Priyanath Mullick Road from the date hereof and if necessary the Developer shall sign the same on behalf of and/or as the constituted attorney of the Owners.
- 7.7 All permissions, approvals, sanctions, modification, no-objections and other statutory formalities for sanction of plan would be obtained by the Developer at its own cost and expenses.
- 7.8 The Developer shall be entitled to amalgamate the said property with Premises No. 15/1A, Priyanath Mullick Road, any other adjacent property acquired by the Developer for the purpose of developing the same in a single project. The Owners hereby further consents and confirms that they do not have any objection to the Developer amalgamating the said property with Premises No. 15/1A, Priyanath Mullick Road and will render all necessary help for the purpose of amalgamation and shall not raise any objection in the same.
- 7.10 The Owners indemnifies to the Developer that they shall not raise any claim and/or any right, title and interest whatsoever in nature on the additional portion of the property after such amalgamation. The right, title and interest of the owners shall be restricted to the Owners' Allocation only.
- 7.10 The Owners shall, however, sign and execute all papers, documents, plans, declarations, affidavits and other documentations whatever required for such sanction and construction as and when required by the Developer without any objection and within 7 (Seven) days of the request being made and the documents being made available to the Owners. In addition to the aforesaid, the Owners shall sign, execute



and register a General Power of Attorney authorizing the Developer or its representative(s) to do, act and perform all or any of the obligations as mentioned above.

7.11 The Developer shall be entitled to have the said plan modified or amended from time to time at its own costs and expenses and shall also have the same sanctioned.

7.12 The Owners shall grant to the Developer and/or its Authorised Signatory and/or Nominees a registered Power of attorney after execution and registration of this Agreement for the following purposes:-

- i) All purposes for obtaining sanction of plan including addition/alteration/modification thereof;
- ii) For obtaining various necessary permissions and sanctions from different authorities in connection with or related to the sanction of plan and construction and completion of the development and also pursuing and following up the matter with all authorities in this regard;
- iii) For obtaining temporary and permanent connections of water, electricity, drainage, sewerage, gas, lifts etc. in the said land.
- iv) For the purpose of executing Agreements for sale and Conveyances in respect of the saleable spaces.

7.13 While exercising powers and authorities under the Power or Powers of Attorney to be granted by the Owners in terms hereof, the Developer shall not do any act, deed, matter or thing which would in any way infringe or prejudicially affect the rights of the Owners and/or go against the spirit of this agreement. The said Powers of attorney shall be specific and valid for the purposes they would be given and shall not be revoked during the subsistence of this agreement.

8. CONSTRUCTION AND COMMERCIAL EXPLOITATION OF NEW BUILDING:

8.1 The Developer with its own cost & expenses shall be entitled to demolish the existing building/structure standing on the said Property and dispose of the proceeds thereof. The Developer shall be entitled to the net realization thereof exclusively.

8.2 The Owners shall be entitled to take away without any cost all the



furniture, fixtures, fittings, etc. of the existing building on the said property prior to the demolition thereof.

- 8.3 The Owners hereby authorize the Developer to appoint the Architect and other consultants to complete the New Building. All costs charges and expenses for post sanction of the plan in this regard including professional fees and supervision charges shall be discharged and paid by the Developer and in this regard the Owners shall have no liability or responsibility for the same.
- 8.4 Developer shall, at its own costs and expenses and without creating any financial or other liability (save and except agreed hereunder) on the Owners construct, erect and complete the New Building pursuant to the sanctioned plan and as per the specifications mentioned in the **Second Schedule** hereunder and/or as be recommended by the Architect from time to time (collectively **Specifications**).
- 8.5 The decision of the Architects regarding measurement of area constructed and all aspects of construction including the quality of materials as per specifications shall be final and binding on the Parties. However none of the materials shall be in anyway inferior to the materials as specified in the **Second Schedule** hereunder written.
- 8.6 Developer shall start the demolition work i.e. commencement of work of the New Building at site within 60 (Sixty) days from the date of receiving the final sanction of plans and other approvals from Government Authorities which are required for commencement of the construction and /or obtaining vacant possession of the existing building whichever is later but not later than 3 (Three) months from the date of registration of this agreement and Developer shall construct, erect and complete the New Building within a period of 36 (Thirty - Six) months from the date of commencement of construction with a grace period of 6 (Six) months subject to Force Majeure but not later than 48 (Forty Eight) months from the registration of this agreement, both subject to force majeure.
- 8.7 Immediately after completion of construction of the Complex, the Developer shall give a notice of completion to the Owners and the date on which the Owners receive such completion notice is hereinafter referred to as **the Completion Date**. The certificate of the Architect as to the completion of the New Building shall be final in this regard.
- 8.8 Developer shall at its own costs install and erect in the New Building, pump, water storage tank, overhead reservoir, water and sewage connection, electric connection, piped Gas supply connection and all other necessary amenities and facilities.



- 8.9 Developer is hereby authorized in the name of the Owners to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Building but in no circumstances the Owners shall be responsible for the price/value, storage and quality of the building materials.
- 8.10 Developer shall be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage and other necessary utilities.

9. **DEPOSITS AND FINANCIALS:**

- 9.1 The Developer shall keep deposited with the Owners an aggregate sum of Rs.25,00,000/- (Rupees twenty five lakhs only) as interest free refundable/adjustable security deposit (hereinafter referred to **Deposit Amount**) being payable as follows:

- a) SUNRISE BUILDERS AND FINANCE PRIVATE LIMITED - Rs. 20,00,000/- (Twenty lacs only)
- b) URVASHI DISTRIBUTORS PRIVATE LIMITED - Rs. 5,00,000/- (Five lacs only)

The aforesaid deposit will be payable in two tranches -

- a) SUNRISE BUILDERS AND FINANCE PRIVATE LIMITED - Rs. 2,00,000/- (two lakh only) payable on execution of this agreement and balance on receipt of sanction plan.
- b) URVASHI DISTRIBUTORS PRIVATE LIMITED - Rs. 1,00,000/- (one lakh only) payable on execution of this agreement and balance on receipt of sanction plan.

which the Owners do and each of them doth hereby as well as in the Memo of Consideration below, written admit and acknowledge.

- 9.2 The Owners shall refund/adjust the said Deposit Amount to the Developer either by payment of the said amount or in the alternative by way of adjusting saleable area of the same value from their allocation demarcated between the parties mutually at the first booking rate of the saleable area of the said Complex by the Developer.



- 9.3 The Developer will be entitled to seek financing for the construction of the Complex and finishing the Project (**Project Finance**) by a Bank/Financial Institution (Banker). Such Project Finance can be secured on the strength of the security of its allocation in the said property being developed and construction work-in-progress/receivables to the extent pertaining to the Developer's Allocation. For this purpose, the Owners shall execute necessary documents through their delegated authority or General Power of Attorney in favour of the Developer and the Owners may join as consenting parties (if required by the Banker) to create a charge in favour of Banks or Financial Institutions or any other institution(s) for availing such loan facility. In this regard, the Developer shall indemnify the Owners against any claim arising out of such borrowings.
- 9.4 All benefits under the Income Tax Act for such borrowings made by the Developer would be available to the Developer and it would be entitled to claim all such benefits.
- 9.5 The transferees/purchasers shall pay or deposit the extras and deposits for the Unit to be acquired with the Developer as may be decided later.

10. **POWERS AND AUTHORITIES:**

- 10.1 The Owners hereby agree to ratify and confirm all acts, deeds and things lawfully done in the interest of the Project by the Developer and persons nominated by the Developer in pursuance of the rights and authorities granted as aforesaid.
- 10.2 Notwithstanding anything contained above, the Owners shall grant to the Developer and/or its nominees a registered General Power of Attorney for the purpose of doing all acts required for the Project simultaneously on execution of this Agreement and the costs on account thereof shall be borne by the Developer.
- 10.3 Notwithstanding anything contained above, the Owners shall grant to the Developer and/or its nominees a registered General Power of Attorney for the purpose of entering into agreement for sale of the Unit/s attributable to the Developer's allocation only.
- 10.4 Notwithstanding anything contained above, the Owners shall grant to the Developer and/or its nominees a registered General Power of Attorney for the purpose of sale, transfer and/or otherwise disposal of



the Unit(s) attributable to the Developer's allocation only simultaneously with the delivery of Owners' allocation duly completed and supported by a completion certificate of the Architect and Kolkata Municipal Corporation.

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

11. **DEALING WITH SPACES IN THE NEW BUILDING:**

- 11.1 All the spaces in the new building will be marketed by the Developer.

11.2 The Developer individually or in consultation with the marketing agency shall determine the first basic price for sale or disposal of the Units in the new building to be constructed by the Developer on the said property to comprise in the Complex keeping in view the economics and market response of the project. None shall sell or market any space under such basic price.

11.3 The marketing costs of the Project i.e. advertising/publicity costs and brokerage shall be shared by the parties on actual basis in their respective proportion except for any units explicitly reserved by the Owners which shall be specified before the launch of the project. Any brokerage required to be paid by the Developer for sale of any portion in the Complex agreed to be sold shall be shared by the parties herein in their respective proportions.

11.4 If the parties through the marketing agency are unable to sell or market the entire Saleable Spaces in the Complex within a period of 3 (Three) years from the Completion Date then the parties shall mutually fix a date for completion or closing the transaction under this agreement and the date so fixed by the parties shall mean **the Closing Date**.

11.5 On the Closing date the parties shall mutually demarcate the Unsold saleable space of the Complex according to the market value of the Project on such date in accordance with their respective allocations. The Developer shall then handover to the Owners their allocation duly completed in all respect upon compliance of the obligations of the Owners.

11.6 Upon such demarcation of the Unsold Units/Saleable space the parties shall be entitled to deal with the same in any manner as the Parties desire. The deposits required to be made by the purchasers/transferees



shall then be paid by the parties or their respective purchasers/transferees as the case may be.

11.4 The Developer on behalf of the Owners shall execute and register with the appropriate registering authorities all agreements and Deeds of Conveyance or other document for transferring and/or demising of any saleable space in the New Buildings as aforesaid unto and in favour of the intending purchasers/transferees and the cost for stamp duty and registration charges in respect thereof shall be borne by the intending purchasers/transferees as the case may be.

11.5 It is agreed and recorded that all Agreements, Deeds of Conveyance or any other papers and documents in respect of the transfer of any areas in the New Buildings shall maintain uniformity in respect of the restrictions, stipulations, covenants, terms and condition for the use and occupation thereof together with amenities and facilities therein as are stipulated in this agreement or that would be drafted by the Advocates for the Developer and the parties hereby undertake to each other that neither of them shall deviate from the such restrictions stipulations, covenants, terms and conditions.

12. MUNICIPAL TAXES AND OUTGOINGS:

12.1 All Municipal rates and taxes or land revenue and outgoings on the property to comprise in the Complex relating to the period prior to the execution of this presents shall be borne, paid and discharged by the Owners and such dues shall be borne and paid by the Owners as and when called upon by the Developer, without raising any objection thereto.

12.2 From the date of execution of this presents, the Developer shall pay the property taxes as also other outgoings in respect of the said property or so much thereof which would be under construction proportionately till such time the New Building is ready for occupation, after which, the Parties and/or their respective transferees or nominees shall become liable and responsible for payment property taxes and all other outgoings (collectively Rates) in the ratio of their respective allocations.

13. POST COMPLETION MAINTENANCE:

13.1 The Developer shall be responsible for the management, maintenance and administration of the New Building or at its discretion appoint an agency to do the same. The Owners hereby agree to abide by all the rules and regulations to be framed for the management of the affairs of the New Building.



13.2 The Developer or the Agency to be appointed as per clause 13.1 shall manage and maintain the Common Portions and services of the New Building and shall collect the costs and service charge therefore (**Maintenance Charge**). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Building, land tax, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments.

14. **COMMON RESTRICTIONS:**

14.1 The Complex shall be subject to the restrictions as are applicable to ownership building, intended for common benefit of all occupiers of the New Building, which shall include the following:

- (a) No occupant of the New Building shall use or permit to be used his/her/their/its space or any portion thereof for any obnoxious, illegal and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the New Building.
- (b) No occupant of the New Building shall demolish or permit demolition of any wall or other structure in his respective space or any portions, major or minor, without the written consent of DEVELOPER.
- (c) No occupant of the New Building shall transfer or permit transfer of his/her/their/its space or any portion thereof unless all terms and conditions to be observed and/or performed have been observed and performed and the proposed transferee gives a written undertaking to the effect that such transferee shall remain bound by the terms and conditions of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the concerned space.
- (d) All occupants of the New Building shall abide by all laws, bye-laws, rules and regulation of the Government and local bodies and shall attend to, answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws, rules and regulations.
- (e) All occupants of the New Building shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and



appurtenances and floor and ceiling etc. in each of his respective space in good working condition and repair and in particular so as not to cause any damage to the New Building or any other space or accommodations therein and shall keep the other occupiers of the New Building indemnified from and against the consequences of any breach.

- (f) No occupant of the New Building shall do or cause or permit to be done any act or thing which may render void or voidable any insurance of the New Building or any part thereof and shall keep the other occupiers of the New Building harmless and indemnified from and against the consequences of any breach.
- (g) No occupant of the New Building shall leave or keep any goods or other items for display or otherwise in the corridors or at other places of common use and enjoyment in the New Building and no hindrance shall be caused in any manner in the free movement and use of the corridors and other places for common use and enjoyment in the New Building.
- (h) No occupant of the New Building shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the New Building or in the compound, corridors or any other portion or portions of the New Building.

14.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the New Building shall permit the agency to be appointed as per clause 13.4, with or without workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof.

14.3 It is agreed between the parties that Developer shall frame a scheme for the management and administration of the New Building and all the occupiers of the building shall perpetually in succession abide by all the rules and regulations to be framed in connection with the management of the affairs of the New Building.

15. **RESPONSIBILITIES OF THE DEVELOPER:**



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

15.2 The Developer shall be responsible for planning, designing development and construction of the New Building with the help of professional bodies, contractors, etc.

15.3 The Developer has assured Owners that it shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default.

15.4 The Developer shall construct the New Building at its own cost and responsibility. The Developer shall alone be responsible and liable to Government, Municipality and other authorities concerned as also to all the laborers, staff and employees engaged by it and shall alone be liable for any loss or for any claim arising from such construction and shall indemnify Owners against any claims, loss or damage for any default or failure or breach on the part of the Developer.

15.5 All tax liabilities in relation to the construction, namely sales tax, works contract tax and other dues shall be paid by the Developer.

15.6 All statutory levies including VAT, Service Tax, Works Contract Tax and any other taxes as may be applicable for the total Owners' Allocation in terms of the Agreement shall be entirely on account of the Owners.

15.7 The costs of marketing and publicity/advertisement campaigns shall be shared and borne by the parties respectively. The marketing strategy, budget, selection of publicity material, media etc. shall be decided by the Developer.

15.8 The Developer hereby agrees and covenants with Owners not to transfer and/or assign the benefits of this agreement or any portion thereof without the consent in writing of the Owners first obtained.

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

15.10 The Owners hereby agree and covenant with the Developer not to do any act deed or thing whereby the Developer is prevented from developing, constructing, completing, selling, assigning and/or disposing of any part or portion of the constructed area or saleable area.



15.11 For the purpose of carrying out the work of development herein envisaged, the Developer shall be entitled to appoint engage and employ such contractors, sub-contractors, engineers, labourers, mistries, caretakers, guards and other staffs and employees and at such remuneration and on such terms and conditions as may be deemed necessary by the Developer. Staff and employees engaged by the Developer, if any, shall be the employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc. The Developer indemnifies the Owners from any liability on account of accident, mishap, fire occurring in the development area with reference to any work being carried out by the Developer or its Agents/employees.

15.12 The Developer shall be entitled to obtain project loan or advances from any bank or financial institution or anyone for the said project and for the said purpose shall be entitled to create mortgage or charge on the Developer's undivided share in the said land to comprise in the Complex or the Developer's allocation in the new buildings to be constructed thereon, in favour of any Bank by deposit of title deeds of the land to comprise in the Complex (equitable mortgage) or by executing simple mortgage deed or creating English mortgage, to secure project finance required by the Developer and further to execute any further document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of title deeds, deliver the title deeds and to receive back the title deeds and further to acknowledge the debt and security in terms of Sections 18 and 19 of Limitation Act. Provided however the mortgage to be created by the Developer shall be limited to the Developer's allocation and shall not extend to the allocation of the Owners and the loan so obtained shall only be utilized for this project.

16. **RESPONSIBILITIES OF THE OWNERS:**

- 16.1 The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the said Property by construction of New Building thereupon.
- 16.2 The Owners shall provide the Developer with any and all necessary documentation and information relating to the said Property as may be required by the Developer from time to time.
- 16.3 The Owners shall not do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.



16.4 The Owners hereby covenants not to cause any interference or hindrance in the construction of the New Building.

16.6 The Owners hereby agree and covenant with the Developer not to do any act deed or thing whereby the Developer is prevented from developing, constructing, completing, selling, assigning and/or disposing of any part or portion of the saleable area.

16.2 The Owners undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.

17. INDEMNITY:

17.1 The Developer shall indemnify and keep the Owners saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the other party including any act of default of obtaining any permission or violation of rules, regulations or bye-laws or arising out of any accident or otherwise.

17.2 The Owners shall indemnify and keep the Developer saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developer resulting from breach of this Agreement by the Owners and/ or arising from any successful claim by any third party for any defect in title of the said Property.

18. MISCELLANEOUS :

18.1 The agreement entered into by and between the parties herein is and shall be on principal to principal basis.

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

18.3 Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

18.4 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.

18.5 The Parties shall do all further acts, deeds and things as may be



necessary to give complete and meaningful effect to this Agreement.

- 18.6 The Owners shall not be liable for any Income Tax, Wealth Tax, Service Tax and/or GST or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Developer's allocation. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax, Service Tax and/or GST or any other taxes in respect of the Owners' Allocation and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Owners' Allocation. It is further clarified that any Service Tax or GST arising out of construction made by the Developer for the Owners i.e. (Owners' allocation) shall be collected by the Developer from the Owners as per the prevalent laws thereof.
- 18.7 It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of Owners. Further, various applications and other documents may be required to be signed or made by Owners relating to which specific provisions may not have been mentioned herein. Owners hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and Owners also undertake to sign and execute all additional applications and other documents, provided that all such acts, deeds matters and things do not in any way infringe on the rights of Owners and/or go against the spirit of this Agreement.
- 18.8 All the previous agreements, understandings and arrangements by and between the parties shall stand cancelled or superseded by this agreement and this agreement shall prevail. The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 18.9 The name of the building shall be ¹³such as may be decided by the Developer in consultation with the Owners.
19. **DEFAULTS:**



19.1 The following shall be the events of default:-

- a) If the Owners fail to comply with any other obligation contained herein.
- b) If the Developer fails to construct, erect and complete the new building within the time and in the manner as mentioned in Clause 8.5 hereinabove.
- c) If the Developer fails to comply with any other obligations contained herein.

19.2 In case of any event of default, the other party (the aggrieved party) shall serve a notice in writing to the defaulting party, calling upon the defaulting party to comply with its obligation in default within the time and in the manner to be mentioned in the said notice.

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

19.4 In case of the default continues for a period of thirty (30) days thereafter, in such event, the aggrieved party shall be entitled to serve a final notice on the defaulting party, after which the aggrieved party shall be entitled to refer the matter to arbitration.

19.5 If the agreement is terminated by reason of any default of the Owners, the Owners shall be liable to and the Developer shall be entitled to refund of the entire security deposit within a period of 60 (Sixty) days from the date of termination.

20. **FORCE MAJEURE:**

20.1 If the Developer is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, the Developer shall forthwith serve notice in writing to the Owners specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such time after the cessation, as is necessary for the Developer, using all reasonable endeavors, to re-commence its affected operations in order for it to



perform its obligations. The Developer shall not be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

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

21. ENTIRE AGREEMENT:

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

22. AMENDMENT/MODIFICATION:

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

23. NOTICE:

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

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

23.2.1 If delivered personally, at the time of delivery.

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



23.2.3 If sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.

23.3 In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by courier, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

24. SPECIFIC PERFORMANCE:

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

25. ARBITRATION:

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

26. JURISDICTION:

The Courts of Kolkata alone shall have the jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the parties herein.



THE FIRST SCHEDULE ABOVE REFERRED TO:

PART-I

ALL THAT the piece and parcel of land containing an area of 7 cottahs 8 chittacks 36 Sq.ft. be the same little more or less togetherwith a 2 (Two) storied structure standing thereon measuring an area of 3000 sq.ft. be the same a little more or less situate lying at and being Premises No.15/2, Priyanath Mullick Road, Police Station-Bhowanipore, Kolkata- 700 026, under Kolkata Municipal Corporation, Ward No.72, Sub Registrar Alipore, District-South 24-Parganas, and butted and bounded in the manner follows:-

ON THE NORTH : By 13/1/2, Priyanath Mullick Road;

ON THE SOUTH : By Beltola Basic Training School;

ON THE EAST : By now or lately New Harijan School and
Property of Goutam Chakraborty;

ON THE WEST : By Partly Priyanath Mullick Road and Partly
by
property now or lately of Sailen Sen Gupta;

PART-II

ALL THAT the piece and parcel of land containing an area of 2 Cottahs 10 Chittacks 40 Sq.ft. be the same little more or less togetherwith a 3 (Three) storied structure standing thereon measuring an area of 2100 sq.ft. be the same a little more or less situate lying at and being Premises No.15/1B, Priyanath Mullick Road, Police Station-Bhowanipore, Kolkata- 700 026, under Kolkata Municipal Corporation, Ward No.72, Sub Registrar Alipore, District-South 24-Parganas, and butted and bounded in the manner follows:-

ON THE NORTH : By 15/B, Priyanath Mullick Road;

ON THE SOUTH : By 15/2, Priyanath Mullick Road;

ON THE EAST : By 15/1A, Priyanath Mullick Road;

ON THE WEST : By KMC Road;



THE SECOND SCHEDULE ABOVE REFERRED TO:

Structure: After Geo Technical test of the soil condition and as per Structural Engineers design, Building designed on RCC Frame and foundation being earthquake resistant;

Steel: SRMB/ ELEGANT or equivalent make;

Cement: ACC/ Ultratech / Lafarge make;

Sand: High quality coarse sand available in the market;

Stone Chips: Good quality available in the market;

Bricks: 1st Class Bricks available in the market;

Flooring: Good quality marble slabs/vitrified tiles/flooring in all the bedrooms and also in the living-cum- dining area.

Kitchen: Flooring marble or anti-skid vitrified tiles of **KAJARIA/NITCO/ORIENT** quality make with granite work/counter top and coloured ceramic tiles with Stainless Steel sink (37" x 18"), Geyser with Hot and Cold water pipeline and Chimney points;

Toilets: Flooring of anti-skid Tiles with wall dados in coloured ceramic tiles upto ceiling height with modern CP fittings of extremely high quality like **JAQUAR /CERA** make, Geyser points with concealed Hot & Cold water pipeline and exhaust points;

Sanitary Ware: Sanitary Ware all by **PARRYWARE/HINDWARE/CERA** make only;

Grill: MS Grills as designed and suggested by the Architect, Railings, Main gate, handrails also like above;

Doors: Seasoned Malaysian Sal wood frame and all internal flush doors and 35 mm Wooden Panel Door alongwith night latches for Main Door;Godrej make locks for all the doors

Windows: Anodised Alumunium sliding windows with clear glasses.

Lofts: Above toilets/ passage.



Lift: Fully Automatic 1 (One) lift of **Otis / Kone make** of (5/6 Passenger) capacity.

Electricals: Concealed 3 (Three) phase Copper wiring by **Finolex / Havells** provided from ground floor to each unit with adequate points, modular switches and MCB's all of **Legrand make, at Living room/ Bed Rooms/Kitchen/ Toilets;**

Telephone Wiring: Concealed wiring provided from ground floor upto each unit and in all the rooms;

Security System: CCTV, intercom with Separate wiring from the ground floor/reception lobby;

Internal Walls: High quality Internal Wall Care Putty of **Birla/JK** make over cement plastering;

External Walls: Cement plastering finished with external putty on all sides, two coats primer and paints by an authorized applicator from **Asian Paints;**

Roof: Water proofing treatment done and completed with tiles flooring;

Power Back Up: Soundless Maintenance free Outdoor Genset system in fully acoustic enclosure with automatic switchover for all common facilities including lift and upto 5 [Five] KVA for each flat; **AT EXTRA COST**

Exterior: Aesthetically designed Gothic or Modern Elevation as suggested by the Architect (and in consultation with the Owners);

Lobby: Exclusively designed by an Interior Designer with Granite flooring having Reception Counter, False Ceiling, adequate lighting and Glass Partition and small Waiting Lounge Area for Visitors;

Pump: B.E., Crompton, M.B.H.

Water Supply: Municipality water supply.

Others: Fire fighting systems to be installed on each floor, car wash Facility, Common toilet & bathrooms for Servants.



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

SIGNED SEALED AND DELIVERED

by the **OWNERS** at Kolkata in the presence of:

1. *1. Sandip Kumar Jha.*
10, Chandi Charan Banerjee
Lane, KOL-35

For Banglar Builders & Finance Pvt. Ltd

Sandip Kumar Jha
Director

2. Dasarath Biswas.
vill-Kharai, P.O. Sirsha
P.S. Uambazar
Dist - Birbhum
PIN - 731124

for UNVASHI DISTRIBUTORS PV. LTD

Dasarath Biswas
DIRECTOR

SIGNED SEALED AND DELIVERED

by the **DEVELOPER** at Kolkata in the presence of:

1. *Ankush Mukherjee*
(ANKUSH MUKHERJEE)
47A/1, C. G. Rd. Kol-40

UTOPIA DEVELOPERS

Ankush Mukherjee
PARTNER
(SARANYA) IT GUPTA

2. *Dipankar Jaisankar*
1/55 Jadavgarh, Po-Halte
Kolkata - 700078

Prepared by me

Bapi Das

BAPI DAS
Advocate
Alipore Police Court
Kolkata-700 027
Regd. No.-WB-613/2001



RECEIVED of and from the within named **DEVELOPER** the within mentioned sum of 1) Rs.2,00,000/- (Rupees Two Lakhs only) and 2) Rs.50,000/- (Rupees Fifty Thousand only) being the first instalment of deposit payable under these presents as per Memo below:-

MEMO OF CONSIDERATION

SL. NO.	CHEQUE NO.	BANK	DATE	IN FAVOUR OF	AMOUNT (RS.)
1	000003	HDFC BANK LTD. DESHAPRIYA PARK BRANCH, KOLKATA	20.03.2021	SUNRISE BUILDERS & FINANCE PVT.LTD.	Rs.2,00,000/-
2	000004	HDFC BANK LTD. DESHAPRIYA PARK BRANCH, KOLKATA	20.03.2021	URVASHI DISTRIBUTORS PVT. LTD.	Rs.50,000/-
Total				Rs. 2,50,000/-	

(RUPEES TWO LAKH FIFTY THOUSAND ONLY)

WITNESS:

1.

Ankur Mohajerjee
(ANKUR MOHAJERJEE)
47A/1, C. G. Rd, Kol - 40

Sunrise Builders & Finance Pvt. Ltd.

[Signature]
Director

SUNRISE BUILDERS & FINANCE PVT.LTD.

2.











Difaukore Jorjore
1/55 Jadavgarh
Po - Halta,
Kolkata - 700078

Urvashi Distributors Pvt. Ltd.

[Signature]
DIRECTOR











URVASHI DISTRIBUTORS PVT. LTD.



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


Name..... VIKASH AGARWAL

Signature..... 


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

Name..... SOURAJIT GUPTA

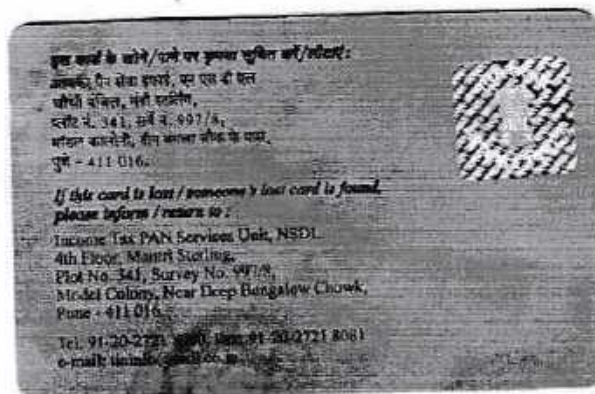
Signature..... 

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

Name..... BABI DAS

Signature..... 



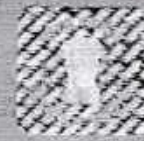


आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SUNRISE BUILDERS AND FINANCE
PRIVATE LIMITED



13/02/1987

Permanent Account Number

AAHCS7635P

13/02/2011





आयकर विभाग
 INCOME TAX DEPARTMENT
 भारत सरकार
 GOVT. OF INDIA

VIKASH AGARWAL
 GOKUL CHAND AGARWAL
 16/01/1977
 Permanent Account Number
 ACYPA6431H

Signature



If case this card is lost / found, kindly inform / return to
 Income Tax PAN Services Unit, UTTSI,
 Plot No. 3, Sector 11, CBD Belapur,
 Navi Mumbai - 400 614.

यह कार्ड जो खोने या पाए जाने पर कृपया सूचित करें / लौटाएं :
 आयकर पैन सेवा इकाई, उत्तसी,
 प्लॉट नं. 3, सेक्टर 11, सीडी बीलपुर,
 नवी मुंबई - 400 614.



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

SOURYAJIT GUPTA
INDRAJIT GUPTA

12/03/1977
Permanent Account Number
AJAPG9130E

Signature

28002006

यह कार्ड के खोने / खोने पर कृपया सूचित करें / लौटाने :
आयकर पैन सेवा इकाई, नया रात दो रात
तीसरी मंजिल, सफ़ाई विभाग
बनार टेलिफोन एक्चेंज के नजदीक
बनार, पुणे - 411 045

If this card is lost / someone's lost card is found,
please inform / return to :
Income Tax PAN Services Unit, NSDL
3rd Floor, Sapphire Chambers,
Near Banar Telephone Exchange,
Banar, Pune - 411 045

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: taxn@nsdl.co.in





ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India
Government of India

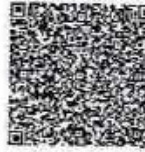
চালিকাভুক্তির আইডি / Enrollment No. : 1178/39270/04638

To
Soumyajit Gupta
সৌম্যজীৎ গুপ্ত
S/O: Indrajit Gupta
87A, FI-3A
Sarat Bose Road
Kallighat
Kallighat, Circus Avenue, Kolkata,
West Bengal - 700026
9831021960



KA159145484FH

15914548



আপনার আধার সংখ্যা / Your Aadhaar No. :

4474 9191 3448

আমার আধার, আমার পরিচয়



ভারত সরকার

Government of India

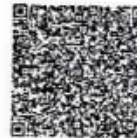


সৌম্যজীৎ গুপ্ত
Soumyajit Gupta

জন্মতারিখ / DOB: 12/03/1977

পুরুষ / Male

4474 9191 3448



আমার আধার, আমার পরিচয়





তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন প্রমাণীকরণ দ্বারা লাভ করুন।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- আধার সারা দেশে মান্য।
- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



ঠিকানা: এম/ও: ইন্দ্রজিত গুপ্ত,
৪৭এ, ফ্ল-৩এ, সারৎ বোস রোড,
কালিঘাট, কলিকাতা, ভারত
৭০০০২৬

Address: S/O: Indrajit Gupta,
87A, Fl-3A, Sarat Bose Road,
Kalighat, Kolkata,
Circus Avenue, West Bengal,
700026

4474 9191 3448



1947



help@uidai.gov.in



www.uidai.gov.in





ভারত সরকার
Unique Identification Authority of India
Government of India

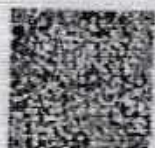
ভারতীয় পরিচয় আইন / Enrollment No.: 1040/21051/04803

To
বিশ্ব আগরওয়াল
Vikash Agarwal
4TH FLOOR 11A/1 SUNNY PARK
Ballygunge
Circular Avenue Kolkata
West Bengal 700019

57756372



MN577963724F1



আপনার আধার সংখ্যা / Your Aadhaar No. :

7903 7838 5781

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
Government of India



বিশ্ব আগরওয়াল
Vikash Agarwal
পিতা : গোবিন্দ চন্দ আগরওয়াল
Father : Gokul Chand Agrawal
জন্ম তারিখ / DOB : 18/07/1977
লিঙ্গ / Male



7903 7838 5781

আধার - সাধারণ মানুষের অধিকার



Department of India



ভাষা

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন প্রমাণীকরণ দ্বারা পাঠ করা হয়।

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- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



ভারত সরকার
Unique Identification Authority of India

ঠিকানা:
4TH FLOOR, 11A/1 সানি পার্ক, 4TH FLOOR, 11A/1 SUNNY
বালিগুঞ্জ, কলকাতা, পশ্চিম বঙ্গ, 700019
Ballygunge, Kolkata,
পশ্চিম বঙ্গ, 700019

7903 7838 5781



1800 100 1007



help@uidai.gov.in

www.uidai.gov.in



ভারতের নির্বাচন কমিশন
ELECTION COMMISSION OF INDIA
IDENTITY CARD

RNH6583660



নির্বাচকের নাম : বসন্ত স

Elector's Name : Bap Das

পিতার নাম : সুনীল ডাস

Father's Name : Sunil Das

লিঙ্গ/Sex : পুরুষ / M

জন্ম তারিখ : 24/11/1974

Date of Birth

RNH6583660

(স্বাক্ষর)

127 শিব গার্ডেন রোড, প্র. নং
120 13076, কাসবা মিউনিসিপাল
কলকাতা-700031

Address:

127 SARAI GHOSH GARDEN ROAD, PR. NO
120 13076, KMC, KASBA, KOLKATA-700031

Date: 26/11/2019

149 কাসবা নির্বাচন কেন্দ্রের নির্বাচক নিবন্ধন
আধিকারিকের স্বাক্ষরের অনুকৃতি

Facsimile Signature of the Electoral
Registration Officer for

149 Kasba Constituency

ঠিকানা পরিবর্তন হলে নতুন ঠিকানায় ভোটার লিষ্টে নাম
তোলা ও একই সময়ের নতুন সচিব পরিচয়পত্র পাওয়ার
জন্য নির্দিষ্ট সময়ের মধ্যে পরিচয়পত্রের নম্বরটি উল্লেখ করুন।

In case of change in address mention this Card No.
in the relevant form for including your name in the
roll at the changed address and to obtain the card
with same number.

146 / 132



Major Information of the Deed

Deed No :	I-1603-02738/2021	Date of Registration	30/03/2021
Query No / Year	1603-2000542309/2021	Office where deed is registered	
Query Date	10/03/2021 1:21:48 AM	1603-2000542309/2021	
Applicant Name, Address & Other Details	Bapi Das Alipore Police Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9836980696, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 25,00,000/-]	
Set Forth value		Market Value	
		Rs. 6,81,05,623/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 75,121/- (Article:48(g))		Rs. 25,053/- (Article:E, E, B, M(b), H)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Bhawanipore, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Priyanath Mallick Road, , Premises No: 15/2, , Ward No: 072 Pin Code : 700026

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		7 Katha 8 Chatak 36 Sq Ft		4,74,38,157/-	Property is on Road

District: South 24-Parganas, P.S:- Bhawanipore, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Priyanath Mallick Road, , Premises No: 15/1B, , Ward No: 072 Pin Code : 700026

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	(RS :-)		Bastu		2 Katha 10 Chatak 40 Sq Ft		1,68,42,466/-	Property is on Road
Grand Total :					16.8804Dec	0 /-	642,80,623 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	3000 Sq Ft.	0/-	22,50,000/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 1500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 1500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p>					
S2	On Land L2	2100 Sq Ft.	0/-	15,75,000/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 700 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p>					



Floor No: 1, Area of floor : 700 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 2, Area of floor : 700 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

	Total :	5100 sq ft	0 /-	38,25,000 /-	
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Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	SUNRISE BUILDERS AND FINANCE PRIVATE LIMITED 26, 11/1/C, East Topsia Road,, P.O:- GOBINDA KHATICK ROAD, P.S:- Topsia, District:-South 24-Parganas, West Bengal, India, PIN - 700046 , PAN No.: AAxxxxxx5P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	URVASHI DISTRIBUTORS PRIVATE LIMITED 11/1/C, East Topsia Road, Plot No. 26,, P.O:- GOBINDA KHATICK ROAD, P.S:- Topsia, District:-South 24-Parganas, West Bengal, India, PIN - 700046 , PAN No.: AAxxxxxx6D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	UTOPIA DEVELOPERS P-78, Lake Road,, P.O:- SARAT BOSE ROAD, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029 , PAN No.: AAxxxxxx7J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Mr Vikash Agarwal Son of Mr Gokul Chand Agarwal 11A/1, Sunny Park,, P.O:- Ballygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ACxxxxxx1H, Aadhaar No: 79xxxxxxxx5781 Status : Representative, Representative of : SUNRISE BUILDERS AND FINANCE PRIVATE LIMITED (as DIRECTOR), URVASHI DISTRIBUTORS PRIVATE LIMITED (as DIRECTOR)
2	Mr Soumyajit Gupta (Presentant) Son of Mr Indrajit Gupta 87A, Sarat Bose Road,, P.O:- Kalighat, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700026, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AJxxxxxx0E, Aadhaar No: 44xxxxxxxx3448 Status : Representative, Representative of : UTOPIA DEVELOPERS (as PARTNER)



Identifier Details :

Name	Photo	Finger Print	Signature
Mr BAPI DAS Son of Late SUNIL DAS ALIPORE POLICE COURT, P.O:- ALIPORE, P.S:- Alipore, District:-South 24 -Parganas, West Bengal, India, PIN - 700027			

Identifier Of Mr Vikash Agarwal, Mr Soumyajit Gupta

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	SUNRISE BUILDERS AND FINANCE PRIVATE LIMITED	UTOPIA DEVELOPERS-6.22875 Dec
2	URVASHI DISTRIBUTORS PRIVATE LIMITED	UTOPIA DEVELOPERS-6.22875 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	SUNRISE BUILDERS AND FINANCE PRIVATE LIMITED	UTOPIA DEVELOPERS-2.21146 Dec
2	URVASHI DISTRIBUTORS PRIVATE LIMITED	UTOPIA DEVELOPERS-2.21146 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	SUNRISE BUILDERS AND FINANCE PRIVATE LIMITED	UTOPIA DEVELOPERS-1500.00000000 Sq Ft
2	URVASHI DISTRIBUTORS PRIVATE LIMITED	UTOPIA DEVELOPERS-1500.00000000 Sq Ft

Transfer of property for S2

Sl.No	From	To. with area (Name-Area)
1	SUNRISE BUILDERS AND FINANCE PRIVATE LIMITED	UTOPIA DEVELOPERS-1050.00000000 Sq Ft
2	URVASHI DISTRIBUTORS PRIVATE LIMITED	UTOPIA DEVELOPERS-1050.00000000 Sq Ft



On 24-03-2021

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 6,81,05,623/-



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

On 25-03-2021

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

Presented for registration at 18:50 hrs on 25-03-2021, at the Private residence by Mr Soumyajit Gupta ,.

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

Execution is admitted on 25-03-2021 by Mr Vikash Agarwal, DIRECTOR, SUNRISE BUILDERS AND FINANCE PRIVATE LIMITED (Private Limited Company), 26, 11/1/C, East Topsia Road,, P.O:- GOBINDA KHATICK ROAD, P.S:- Topsia, District:-South 24-Parganas, West Bengal, India, PIN - 700046; DIRECTOR, URVASHI DISTRIBUTORS PRIVATE LIMITED (Private Limited Company), 11/1/C, East Topsia Road, Plot No. 26,, P.O:- GOBINDA KHATICK ROAD, P.S:- Topsia, District:-South 24-Parganas, West Bengal, India, PIN - 700046

Indetified by Mr BAPI DAS, , , Son of Late SUNIL DAS, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 25-03-2021 by Mr Soumyajit Gupta, PARTNER, UTOPIA DEVELOPERS (Partnership Firm), P-78, Lake Road,, P.O:- SARAT BOSE ROAD, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029

Indetified by Mr BAPI DAS, , , Son of Late SUNIL DAS, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate



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

On 30-03-2021

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 25,053/- (B = Rs 25,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 25,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/03/2021 5:07PM with Govt. Ref. No: 192020210247302098 on 19-03-2021, Amount Rs: 25,021/-, Bank: SBI EPay (SBlePay), Ref. No. 1434081629627 on 19-03-2021, Head of Account 0030-03-104-001-16



Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no AG6897, Amount: Rs.100/-, Date of Purchase: 12/03/2021, Vendor name: H Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/03/2021 5:07PM with Govt. Ref. No: 192020210247302098 on 19-03-2021, Amount Rs: 75,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 1434081629627 on 19-03-2021, 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 1603-2021, Page from 79778 to 79830
being No 160302738 for the year 2021.



Dhar

Digitally signed by DEBASISH DHAR
Date: 2021.04.12 18:20:45 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2021/04/12 06:20:45 PM

DISTRICT SUB-REGISTRAR

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

West Bengal.



(This document is digitally signed.)