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Additional Registrar of
Assurances-IV, Kolkata

Certified that the Document is admitted
Registration. The Signature Sheet and its
endorsement sheets attached to this document,
are the part of the Document.

Additional Registrar of
Assurances-IV, Kolkata

14 MAY 2024

THIS AGREEMENT made this 14th day of May, 2024 **BETWEEN**
(1) MR. JAI SHANKAR ROY ALIAS JAY SHANKAR ROY, son of the
Late Abhai Narayan Roy alias Abhoy Narayan Roy alias Abhai Narayan
Roy, having **PAN ADHPR2898D**, **AADHAAR NO.2768 1421 2245**
and **Mobile No.98307 72797**, by faith - Hindu, by Nationality-Indian,

86149

15 MAR 2024

DATE.....
SOLD TO.....
ADDRESS.....
RS.....
VICTOR MOSES & CO
Solicitors & Advocates
6, Old Post Office Street
Kolkata-700 001

CODE NO. (1067)
LICENCED NO.
20 & 20A / 1973

ANJUSHREE BANERJEE
L. S. VENDOR (O.S.)
HIGH COURT, KOLKATA-700

15 MAR 2024



to be filled up by the vendor
and the purchaser and the
witnesses and the registrar
and the court clerk and the
court clerk and the court clerk

to be filled up by the vendor
and the purchaser and the
witnesses and the registrar
and the court clerk and the
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to be filled up by the vendor
and the purchaser and the
witnesses and the registrar
and the court clerk and the
court clerk and the court clerk



by occupation-Lawyer, residing at P-135, Block A, 1st Floor, Lake Town, Post Office-Lake Town and Police Station-Lake Town, Kolkata-700 089, District-North 24 Parganas, in the State of West Bengal **AND** **(2) MR. KAILASH PRASAD ROY**, son of the Late Abhai Narayan Roy alias Abhoy Narayan Roy alias Abhai Narayan Roy, having **PAN DANPR8851L**, **AADHAAR NO.8357 6924 4203** and **Mobile No.80046 62845**, by faith-Hindu, by nationality-Indian, by occupation-Farmer, residing at Deoria, Post Office Deoria, Police Station-Zamania, District-Gazipur, in the State of Uttar Pradesh, PIN-232 340, hereinafter jointly referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART:**

AND

DJKA DEVELOPERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having **CIN U45100WB2018PTC226017** and **PAN AAGCD6835K** and having its Registered Office at P-846, Block-A, Lake Town, Post Office and Police Station-Lake Town, District-North 24Parganas, Kolkata-700 089, represented by one of its Directors, **MR. DEEPAK AGARWAL**, son of Mr. Jagdish Prasad Agarwal, having **DIN 02913789**, **PAN ACVPA7246D**, **AADHAAR NO.6868 3591 6385** and **Mobile No.98300 66889**, by faith-Hindu, by occupation-Business, by Nationality-Indian, residing at Premises No.NA 24 Sanjeeva Town Bungalows, Action Area I, New Town Rajarhaat, Post Office-New Town, Police Station-Kolkata Leather Complex, Kolkata-700 156, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor, successors in interest and assigns) of the **OTHER PART:**

WHEREAS:

1. By a Deed of Conveyance dated the 5th day of February, 1955 made between Co-operative Homes Limited therein referred to as the Vendor Society of the One Part and one Abhai Narayan Roy alias Abhoy Narayan Roy Alias Abhai Narayan Roy therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar, Cossipore, Dum Dum, and recorded in Book No.I, Volume No.22, Pages 173 to 178, Being No.1109 for the year 1955, the Vendor Society therein at and for the consideration mentioned therein granted transferred conveyed assigned and assured unto and in favour of the



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Purchasers therein All That the piece and parcel of land containing an area of 4 (Four) Cottahs 9 (Nine) Chittacks 15 (Fifteen) Sq.ft., be the same a little more or less, lying situate at Mouza-Patipukur, J.L. No.24, Sheet No.2, comprised in part of C.S. Dag Nos.40, 41, 41 to 50, 52, 69, 72, 73, 102, 103, 105, 107 to 112, 125 to 152, 154 to 156, the then Police Station-Dum Dum, in the then District-24Parganas, more fully mentioned and described in the Schedule thereunder written (hereinafter referred to as **the said land**).

2. Subsequent thereto the said Abhai Narayan Roy alias Abhoy Narayan Roy alias Abhai Narayan Roy got his name mutated in the records of South Dum Dum Municipality and after Assessment the said land was assessed as Holding No.297, Lake Town.

3. The said Abhai Narayan Roy alias Abhoy Narayan Roy alias Abhai Narayan Roy thereafter caused a Building Construction Plan sanctioned by the said South Dum Dum Municipality for construction of a 3 (Three) storied building on the said land.

4. Pursuant to afore-recited building construction Plan the said Abhai Narayan Roy alias Abhoy Narayan Roy alias Abhai Narayan Roy constructed and erected a 3 (Three) storied building having a covered area of 5950 (Five Thousand Nine Hundred and Fifty) Sq.ft., (on the ground floor 2800 (Two Thousand Eight Hundred) Sq.ft., on the first floor 2800 (Two Thousand Eight Hundred) Sq.ft., and on the second floor 350 (Three Hundred Fifty) Sq.ft.,) be the same a little more or less (hereinafter referred to as **the said building**), upon the said land.

5. The said Abhai Narayan Roy alias Abhoy Narayan Roy alias Abhai Narayan Roy from time to time inducted 11 (Eleven) different tenants in the said building at or for monthly rentals payable according to English Calendar month.

6. The said Abhai Narayan Roy alias Abhoy Narayan Roy alias Abhai Narayan Roy, a male Hindu, died intestate on the 15th day of August, 1996 leaving him surviving his two sons, namely Jai Shankar Roy alias Jay Shankar Roy and Kailash Prasad Roy and three daughters, namely, Premlata Rai, Saroj Rai and Savitri Devi, as his heirs, heiresses and legal representatives, and his wife namely, Namna Roy predeceased him on the 3rd day of July, 1978.

7. The afore-recited Holding No.297, Lake Town was subsequently renumbered as Holding No.468, Lake Town, Block- "A" under Ward No.30 within the ambit of the said South Dum Dum Municipality.



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Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



130520242004455278

GRIPS Payment Detail

GRIPS Payment ID:	130520242004455278	Payment Init. Date:	13/05/2024 11:48:52
Total Amount:	55042	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	4892331402315	BRN Date:	13/05/2024 11:50:08
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr DJKA DEVELOPERS PVT LTD
Mobile: 9830066889

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192024250044552808	Directorate of Registration & Stamp Revenue	55042
Total			55042

IN WORDS: FIFTY FIVE THOUSAND FORTY TWO ONLY.

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





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



192024250044552808

GRN Details

GRN:	192024250044552808	Payment Mode:	SBI Epay
GRN Date:	13/05/2024 11:48:52	Bank/Gateway:	SBIePay Payment Gateway
BRN :	4892331402315	BRN Date:	13/05/2024 11:50:08
Gateway Ref ID:	241348680317	Method:	HDFC Retail Bank NB
GRIPS Payment ID:	130520242004455278	Payment Init. Date:	13/05/2024 11:48:52
Payment Status:	Successful	Payment Ref. No:	2001179493/3/2024
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	Mr DJKA DEVELOPERS PVT LTD
Address:	P 846 BLOCK A LAKETOWN KOLKATA
Mobile:	9830066889
E-Mail:	accounts@rbdiagnostics.com
Period From (dd/mm/yyyy):	13/05/2024
Period To (dd/mm/yyyy):	13/05/2024
Payment Ref ID:	2001179493/3/2024
Dept Ref ID/DRN:	2001179493/3/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001179493/3/2024	Property Registration- Stamp duty	0030-02-103-003-02	40021
2	2001179493/3/2024	Property Registration- Registration Fees	0030-03-104-001-16	15021
Total				55042

IN WORDS: FIFTY FIVE THOUSAND FORTY TWO ONLY.

PAID



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



192024250046353398

GRN Details

GRN:	192024250046353398	Payment Mode:	SBI Epay
GRN Date:	14/05/2024 13:36:43	Bank/Gateway:	SBIPay Payment Gateway
BRN :	9778652456939	BRN Date:	14/05/2024 13:37:29
Gateway Ref ID:	241359264326	Method:	HDFC Retail Bank NB
GRIPS Payment ID:	140520242004635338	Payment Init. Date:	14/05/2024 13:36:43
Payment Status:	Successful	Payment Ref. No:	2001179493/8/2024
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	Mr DJKA DEVELOPERS PVT LTD LAKETOWN
Address:	P 846 BLOCK A LAKETOWN KOLKATA
Mobile:	8348860880
E-Mail:	ACCOUNTS@RBDIAGNOSTICS.COM
Period From (dd/mm/yyyy):	14/05/2024
Period To (dd/mm/yyyy):	14/05/2024
Payment Ref ID:	2001179493/8/2024
Dept Ref ID/DRN:	2001179493/8/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001179493/8/2024	Property Registration- Stamp duty	0030-02-103-003-02	44999
Total				44999

IN WORDS: FORTY FOUR THOUSAND NINE HUNDRED NINETY NINE ONLY.

8. Thus the said Jai Shankar Roy alias Jay Shankar Roy, Kailash Prasad Roy, Premlata Rai, Saroj Rai and Savitri Devi became jointly seised and possessed of All That the piece and parcel of land containing an area of 4 (Four) Cottahs 9 (Nine) Chittacks 15 (Fifteen) Sq.ft., be the same a little more or less, together with 3 (Three) storied building having a covered area of 5950 (Five Thousand Nine Hundred and Fifty) Sq.ft., (on the ground floor 2800 (Two Thousand Eight Hundred) Sq.ft., on the first floor 2800 (Two Thousand Eight Hundred) Sq.ft., and on the second floor 350 (Three Hundred Fifty) Sq.ft.,) be the same a little more or less in the occupation of the tenants, situate lying at Mouza-Patipukur, J.L. No.24, Sheet No.2, comprised in part of C.S. Dag Nos.40, 41, 41 to 50, 52, 69, 72, 73, 102, 103, 105, 107 to 112, 125 to 152, 154 to 156, Police Station-Lake Town, (formerly Dum Dum), being Plot No.135, Block -"A", Holding No.468, Lake Town under Ward No.30 within the ambit of the said South Dum Dum Municipality District-North 24Parganas, Kolkata-700 089, more fully and particularly described in the **First Schedule** hereunder written (hereinafter the said land and the building thereat are collectively referred to as **the said property**), each having undivided $1/5^{\text{th}}$ part or shares thereof.

9. By a Deed of Gift dated the 2nd day of May, 2024 made between the said Premlata Rai therein referred to as the Donor of the One Part and the Owners herein therein referred to as the Donees of the Other Part and registered with the Additional Registrar of Assurances-IV, Kolkata and recorded in Book No.I, Volume No.1904-2024, Pages 347796 to 347815, Being No.190406190 for the year 2024, the Donor therein in consideration of her natural love and affection towards the Donees therein, gifted transferred assigned and assured unto and in favour of the Donees therein All that her undivided $1/5^{\text{th}}$ part or share in the said property representing the piece and parcel of land containing an area 14 (Fourteen) Chittacks 30 (Thirty) Sq.ft., and together with undivided 1190 (One Thousand One Hundred Ninety) Sq.ft., of covered area of the old and dilapidated 3 (Three) storied building, cemented floors (on the ground floor 560 Sq.ft., on the first floor 560 Sq.ft., and on the second floor 70 Sq.ft.) in the occupation of the tenants, situate lying at Mouza-Patipukur, J.L. No.24, Sheet No.2, comprised in part of C.S. Dag Nos.40, 41, 41 to 50, 52, 69, 72, 73, 102, 103, 105, 107 to 112, 125 to 152, 154 to 156, Police Station-Lake Town, (formerly Dum Dum), being Plot No.135, Block -"A", Holding No.468, Lake Town under Ward No.30 within the ambit of the said South Dum Dum Municipality District-North 24Parganas, Kolkata-700 089, more fully mentioned and described in the Second Schedule thereunder written, freely, absolutely and forever.



10. By another Deed of Gift dated the 2nd day of May, 2024 made between the said Savitri Devi therein referred to as the Donor of the One Part and the Owners herein therein referred to as the Donees of the Other Part and registered with the Additional Registrar of Assurances-IV, Kolkata and recorded in Book No.I, Volume No.1904-2024, Pages 347816 to 347835, Being No.190406191 for the year 2024, the Donor therein in consideration of her natural love and affection towards the Donees therein, gifted transferred assigned and assured unto and in favour of the Donees therein All that her undivided 1/5th part or share in the said property representing the piece and parcel of land containing an area 14 (Fourteen) Chittacks 30 (Thirty) Sq.ft., and together with undivided 1190 (One Thousand One Hundred Ninety) Sq.ft., of covered area of the old and dilapidated 3 (Three) storied building, cemented floors (on the ground floor 560 Sq.ft., on the first floor 560 Sq.ft., and on the second floor 70 Sq.ft.) in the occupation of the tenants, situate lying at Mouza-Patipukur, J.L. No.24, Sheet No.2, comprised in part of C.S. Dag Nos.40, 41, 41 to 50, 52, 69, 72, 73, 102, 103, 105, 107 to 112, 125 to 152, 154 to 156, Police Station-Lake Town, (formerly Dum Dum), being Plot No.135, Block -"A", Holding No.468, Lake Town under Ward No.30 within the ambit of the said South Dum Dum Municipality District-North 24Parganas, Kolkata-700 089, more fully mentioned and described in the Second Schedule thereunder written, freely, absolutely and forever.

11. By another Deed of Gift dated the 2nd day of May, 2024 made between the said Saroj Rai therein referred to as the Donor of the One Part and the Owners herein therein referred to as the Donees of the Other Part and registered with the Additional Registrar of Assurances-IV, Kolkata and recorded in Book No.I, Volume No.1904-2024, Pages 347836 to 347855, Being No.190406192 for the year 2024, the Donor therein in consideration of her natural love and affection towards the Donees therein, gifted transferred assigned and assured unto and in favour of the Donees therein All that her undivided 1/5th part or share in the said property representing the piece and parcel of land containing an area 14 (Fourteen) Chittacks 30 (Thirty) Sq.ft., and together with undivided 1190 (One Thousand One Hundred Ninety) Sq.ft., of covered area of the old and dilapidated 3 (Three) storied building, cemented floors (on the ground floor 560 Sq.ft., on the first floor 560 Sq.ft., and on the second floor 70 Sq.ft.) in the occupation of the tenants, situate lying at Mouza-Patipukur, J.L. No.24, Sheet No.2, comprised in part of C.S. Dag Nos.40, 41, 41 to 50, 52, 69, 72, 73, 102, 103, 105, 107 to 112, 125 to 152, 154 to 156, Police Station-Lake Town, (formerly Dum Dum), being Plot No.135, Block -"A", Holding No.468, Lake Town under Ward No.30 within the ambit of the said South Dum Dum Municipality District-North 24Parganas,



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Kolkata-700 089, more fully mentioned and described in the Second Schedule thereunder written, freely, absolutely and forever.

12. Thus the Owners herein are now jointly seised and possessed of All That the said property as more fully mentioned and described in the **First Schedule** hereunder mentioned together with the afore-recited tenancies therein.

13. The Owners intend to develop the said property by constructing and erecting a multi-storied building(s) thereon or on the part thereof.

14. After negotiation between the parties, the Owners and the Developer have arrived at an agreement to develop the said property upon demolition of the structures standing thereon for their mutual benefit and have agreed to execute this agreement to record the terms and conditions mutually agreed upon by them.

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

1. **DEFINITIONS:**

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

ACT - shall mean the Real Estate (Regulation and Development) Act, 2016 and the Rules framed thereunder.

ADVOCATES - shall mean **VICTOR MOSES & CO.**, Solicitors & Advocates, Temple Chambers, 6, Old Post Office Street, Kolkata-700 001.

ALLOTTEE(S) - according to the context shall mean all the prospective or actual Allottee(s)/Purchaser(s) who would agree to acquire any Unit in the Project and for all unsold Unit and/or Units shall mean the Owner and the Developer in their respective allocations.

APARTMENT(S) - shall mean self-contained Apartment(s) and Exclusive Balcony/Verandah/Open Terrace Area, if any, and car parking spaces and/or other space(s) in the Project capable of being held independent of each other.

ARCHITECT - shall mean such person or persons who may be appointed by the Developer as the Architect for the Project.



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ASSOCIATION - shall mean the registered Association under the West Bengal Apartment Ownership Act, 1972 or any other similar Act applicable thereto 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.

BUILT UP AREA - shall mean carpet area plus: (1) 100% area of the external walls which are not shared, (2) 50% area of the external walls shared by the Apartment and the adjacent apartment, or (3) 50% area of the walls shared by the Apartment and the common facilities like lift lobbies stairs corridors and so on plus the balcony area or verandah, if any.

CARPET AREA - shall according to its context mean the net usable floor area of an Apartment excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah or open terrace area, but including the area covered by the internal partition walls of the Apartment.

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

COMMON AREAS, FACILITIES AND AMENITIES - shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, lift, car parking space, roof of the buildings, overhead water tank, water pump and motor, driveways, common lavatories, Generator, Fire Fighting systems and other facilities in the Project, more fully and particularly mentioned in the **Part-I** of the **THIRD SCHEDULE** hereunder written required for establishment, location, enjoyment, provisions, maintenance and/or management of the buildings as would be decided by Developer after sanction of plan.

COMMON EXPENSES/DEPOSITS/EXTRA CHARGES - 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, more fully and particularly mentioned in the **Part-II** of the **THIRD SCHEDULE** 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 Apartment shall be separately paid or reimbursed to the Maintenance in-charge.



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COMMON PURPOSES - shall mean and include the purpose of managing, maintaining and up keeping the buildings in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the Allottees 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 Allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas, Facilities and Amenities in common.

COMPLETION NOTICE - shall mean the notice contemplated in clause 12.1 below.

DATE OF COMMENCEMENT OF LIABILITY - shall mean the date on which the Owner or respective Allottees take actual physical possession of their allocations after fulfilling all obligations in terms of clause 12.2 hereinafter or the date next after expiry of the notice of taking possession by the Owner or respective Allottees after Completion, irrespective of whether the Owner or respective Allottees take actual physical possession or not, whichever is earlier.

DEVELOPER'S ALLOCATION - shall mean excepting the Owners' Allocation area the remaining of the entire saleable spaces in the Project AND TOGETHER WITH the undivided proportionate impartible part or share in the said Property attributable thereto TOGETHER WITH the share in the same proportion in all Common Areas, Facilities and Amenities of the building(s) or the Project.

DEVELOPMENT RIGHTS - shall mean, in addition to what has been provided for, elsewhere in this Agreement, the entire development rights of the Project 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 permissive possession of the said Property and every part thereof after the Plan is sanctioned for the purpose of developing the same in the manner herein contained;

(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 Project by transfer or creation of third-party rights therein, have exclusive control in respect of the pricing of such constructed



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space to be constructed on the said Property and enter into agreements with such Allottees 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 such constructed space and proportionate undivided interest in the land underneath, that is, the said Property;

(c) carry out the construction/development of the Project and remain in control of the said Property or any part thereof, until the completion of development of the Project and marketing or transfer of the constructed space in the Developer's Allocation of the Project on the said Property and every part thereof;

(d) apply for and obtain from the relevant authorities all approvals, permissions, no objections for development and construction of the building of the Project that are required to be obtained by the Developer in terms of this Agreement at its own costs and expenses;

(e) 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;

(f) make payment and/or receive the refund of all such deposits, or other charges to and from all public or private or Governmental Authorities relating to the development of the said Property;

(g) make applications to the South Dum Dum Municipality, Governmental or semi-governmental authority in respect of, and carry out, all the infrastructure work, including levelling, water storage facilities, water mains, sewages, storm water drains, boundary walls and all other common areas and facilities for the proposed Project to be constructed on the said Property as may be required or as the Developer deems fit;

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



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(i) carry out and comply with all the conditions contained in the Approvals, permissions, no objections as may be obtained from time to time;

(j) 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 in the Developer's Allocation to be constructed on the said Property as envisaged herein;

(k) manage the said Property and the facilities/common areas constructed upon the said Property as may be required under the West Bengal Apartment Ownership Act, 1972 or under the Real Estate (Regulation and Development) Act, 2016 or any other Applicable Laws and/or rules made thereunder 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 Project;

(l) take appropriate actions, steps and seek compliances, Approvals and exemptions under the provisions of the applicable Laws;

(m) demarcate the common areas and facilities in the Project, as per the lay out plan and applicable law and to file and register all requisite deeds and documents under the West Bengal Apartment Ownership Act, 1972 and the Real Estate (Regulation and Development) Act, 2016 with the competent authority;

(n) generally any and all other acts, deeds and things that may be required for the exercise of the Development Rights.

EXCLUSIVE BALCONY/VERANDAH/OPEN TERRACE AREA or EBVT AREA - shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the net usable floor area of Apartment/Unit, meant for the exclusive use of the Owners' or the Allottee(s) or the occupiers.

FORCE MAJEURE - shall mean and include an event as defined under the Real Estate (Regulation and Development) Act, 2016 and any legislation, regulation, ruling or any relevant Government or Court orders and further an event preventing either Party from performing any or all of their 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 their/its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, epidemic, pandemic 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.

GROSS AREA - shall mean the built-up area plus the proportionate common area attributable thereto.

MAINTENANCE-IN-CHARGE - shall mean the Association after it is formed or any outside agency to be appointed by the Developer till the formation of such body and handing over charge of the Project by the Developer to such body 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.

NET AREA - shall mean sum of the carpet area of the Apartment/Unit and EBVT area.

OCCUPANCY/COMPLETION CERTIFICATE - shall mean the occupancy or completion certificate or such other certificate by whatever name called, issued by the competent authority permitting occupation of any building(s), as provided under local laws, which has provisions for civic infrastructure such as water, sanitation and electricity.

OWNERS' ALLOCATION - shall mean the sanctioned areas and/or spaces reserved or allocated to the Owners in the proposed Project to be constructed on the said Property which shall consist of one or more residential flat(s) having a total carpet area of 5577 (Five Thousand Five Hundred Seventy-Seven) Sq.ft., and Exclusive Balcony/Verandah /Open Terrace Area, if any, having a total area of 100 (One Hundred) Sq.ft., aggregating to Net Area of 5677 (Five Thousand Six Hundred And Seventy Seven) Sq.ft., in total on each of the 2nd floor and the 3rd floor of the ground plus 7 (Seven) upper-floors in the building(s) along with 2 (Two) number of covered car parking space/garage spaces on the ground floor of the building(s) along with a shop/unit/commercial space having carpet area of 65 (Sixty Five) Sq.ft., in the ground floor of the building(s) AND TOGETHER WITH the undivided, proportionate, impartible part or share in the said Property attributable thereto



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TOGETHER WITH the share in the same proportion in all Common Areas, Facilities and Amenities of the Project.

PARKING SPACE - shall mean all the spaces in the portions in the ground floor, whether open or covered or stilted, of the Project expressed or intended to be reserved for parking of motor cars/two wheelers.

PLAN - shall mean the site plan, building construction plan, service plan, parking and circulation plan, landscape plan, layout plan, zoning plan and such other plan and includes structural designs, if applicable, permissions such as environment permission and such other permissions, which are approved by South Dum Dum Municipality or by the competent authority prior to start of Project Together-With all modifications and/or alterations thereto as per the Act.

PROJECT - shall mean the complete residential/commercial buildings in 1 (One) Block containing ground plus 7 (Seven) or more storeys by availing maximum FAR to be constructed, erected and completed by the Developer in terms of this Agreement and the Plan and the development of the said Property, construction of buildings thereon and the common areas, amenities and facilities therein in terms of this Agreement by the Developer at its costs and expenses. The Developer may subsequently during the subsistence of this agreement bring into the Project by merging or amalgamating with any other adjacent land/property for development of the same and shall be free to commercially exploit the same.

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 Project and where it refers to the share of the Owners' in the Project, shall mean as per the Owners' Allocation of this agreement and where it refers to the share of the Developer in the Project, shall mean as per the Developer's Allocation of this agreement.

REGULATIONS - means the Regulations made under the Real Estate (Regulation and Development) Act, 2016, as amended and/or substituted.

RULES - means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016, as amended and/or substituted.

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SAID PROPERTY - shall mean **ALL THAT** the piece and parcel of land containing an area of 4 (Four) Cottahs 9 (Nine) Chittacks 15 (Fifteen) Sq.ft., be the same a little more or less, together with 3 (Three) storied building having a covered area of 5950 (Five Thousand Nine Hundred and Fifty) Sq.ft., (on the ground floor 2800 (Two Thousand Eight Hundred) Sq.ft., on the first floor 2800 (Two Thousand Eight Hundred) Sq.ft., and on the second floor 350 (Three Hundred Fifty) Sq.ft.,) be the same a little more or less in the occupation of the tenants, situate lying at Mouza-Patipukur, J.L. No.24, Sheet No.2, comprised in part of C.S. Dag Nos.40, 41, 41 to 50, 52, 69, 72, 73, 102, 103, 105, 107 to 112, 125 to 152, 154 to 156, Police Station-Lake Town, (formerly Dum Dum), being Plot No.135, Block -"A", Holding No.468, Lake Town under Ward No.30 within the ambit of the said South Dum Dum Municipality District-North 24Parganas, Kolkata-700 089, more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.

SAID SHARE - shall mean the undivided, variable, proportionate, and 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.

SHOP(S)/SPACE(S) - shall mean self-contained Shop(s)/Space(s) and/or other space(s) in the Project capable of being held independent of each other.

SPECIFICATION - shall mean the specification for the said Project as mentioned in the **Second Schedule** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect or Civil Engineer.

TITLE DEEDS - shall mean the documents of title of the said Property as referred to herein.

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

UNITS/SALEABLE AREAS - shall mean flats, apartments, car parking spaces, shop(s)/space(s), or any other saleable areas comprised in the Project together with common areas, facilities and amenities capable of being held independent of each other.



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. **OWNERS' REPRESENTATION:**

- 3.1 The Owners have represented and warranted to the Developer as follows:-



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- a) The Owners are seised and possessed of the said Property, free from all encumbrances, charges, encroachments, litigations, trusts, liens, attachments, acquisitions, requisitions and liabilities and 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, save and except the tenancies as afore-recited.
- b) The Owners shall not do nor permit any one to do any act, deed, matter or thing which may affect the development, construction and marketability of the proposed New Building(s) or which may cause charge, encroachments, litigations, trusts, liens, lispensens, attachments and liabilities on the said Property or on the proposed Project.
- c) The Owners have marketable title to the said Property free from all encumbrances, charges, liens, lispensens, acquisitions, requisitions, attachments, liabilities, trusts of whatsoever nature, save and except the tenancies as afore-recited.
- 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, save and except the tenancies as afore-recited.
- 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 for dues of the revenue or any other Public Demand.
- f) All rates, taxes and impositions in respect of the said Property shall be duly paid and discharged by the Owner upto the March, 2024.
- g) The Owners shall not transfer, alienate, encumber, mortgage, lease, create any charge and/or deal with the said Property or part thereof in any manner whatsoever till the completion of the Project.
- h) Save and except hereinabove mentioned, the said Property not occupied by any other tenant or occupants.



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- i) No suit and/or any other proceedings and/or litigations are pending against the Owners or 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 and as far as the Owners are aware, there are no facts likely to give rise to any such proceedings.
- j) No portion of the said Property is affected by any notice or scheme or alignment of any Local Development Authority or the Government or any other Public or Statutory Body or Authority.
- k) The said Property is not affected by any requisition or acquisition or vesting or alignment or scheme of any authority or authorities under any law and/or otherwise.
- l) The Owners shall be liable to produce all original title documents as would be required by the Developer.
- m) 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 sole and exclusive appointment of and grant of rights to the Developer under this Agreement.
- n) The Owners shall not do nor permit any one to do any act, deed, matter or thing which may affect the development, construction and marketability of the Project or which may cause charge, encroachments, litigations, trusts, liens, lispendens, attachments and liabilities on the said Property, but the Owners can enter into any Agreement for Sale in respect of the Owners' Allocation in the Project.
- o) 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.
- p) The Owners shall give the Developer full and free licence to enter into the said Property for the purpose of causing development thereof as per the terms of this agreement.
- q) The Owners through the Developer shall immediately start negotiations and other available legal recourses to evict/shift the tenants from the said Property at the costs and



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expenses of the Developer and deliver peaceful vacant possession of the said Property unto the Developer herein within 3 (Three) months from the date of execution of this agreement.

r) The Owners shall at their own costs and expenses clear all types of ambiguity regarding the title to the said Property, if any found by the Developer herein.

s) The Owners shall deliver peaceful vacant possession of their occupations in the said Property unto the Developer herein within 3 (Three) months from the date of execution of this agreement.

t) In case any further land is being brought into the Project by the Developer in that case the Owners through the Developer shall apply for and obtain amalgamation of the Holding numbers with South Dum Dum Municipality or any other concerned authority or authorities.

u) In case any additional land is brought into by the Developer in the Project the rights of the Owners shall remain restricted to the Owners' Allocation and the properties appurtenant thereto and the Owners shall neither have any right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any such additional land or the structures to be developed thereupon.

4. **COMMENCEMENT:**

- 4.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of handing over peaceful vacant possession of the said Property by the Owners and after evicting/shifting the tenants and also from the date of sanction of the Plan, whichever event happens later (hereinafter referred to as the **COMMENCEMENT DATE**) and this Agreement shall remain valid and in force till all obligations of the parties towards each other stands fulfilled and performed or till this Agreement is terminated by either of the parties hereto.

5. **DEVELOPER'S REPRESENTATION:** The Developer has represented and warranted to the Owners that the Developer is carrying on the business of construction and development of real estate and has sufficient infrastructure, financial capability and expertise in this field.



6. **POSSESSION:**

- 6.1 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 or under the Income Tax Act, 1961.

7. **STEPS FOR DEVELOPMENT OF THE SAID PROPERTY:**

- 7.1 The Parties have mutually decided the scope of the Project, that is, the development of the said Property by construction of multistoried building(s) thereon and commercial exploitation of the same.
- 7.2 The Parties hereby accept the Basic Understanding between them as recorded above and all other terms and conditions mentioned in this Agreement.
- 7.3 By virtue of the rights hereby granted the Developer is authorized to build upon and exploit commercially the said Property by-
- (i) having the said property vacated by the tenants and taking over possession thereof at its own costs and expenses within 3 (Three) months from the date of execution of this agreement,
 - (ii) demolishing the existing structures,
 - (iii) constructing multistoried building(s), and
 - (iv) dealing with its allocation in the multistoried building(s) with corresponding undivided proportionate share in the said Property.
- 7.4 Upon construction and/or development of the multistoried building(s), the saleable spaces therein and all other spaces shall be shared between the Parties in the manner and on the terms and conditions recorded in this Agreement.

8. **SANCTION AND CONSTRUCTION:**

- 8.1 The Developer shall at its own costs and expenses apply for and obtain registration and permission to construct the New Building(s) under the Real Estate (Regulation and Development) Act, 2016 and the Rules framed thereunder.



- 8.2 The Developer shall at its own costs and expenses have the tenants shifted to suitable places and shall obtain vacant possession of the said Property for and on behalf of the Owners.
- 8.3 The Developer shall at its own costs and expenses have the Owners shifted to suitable rented places in the nearby locality of the Project and shall be liable to pay the rents thereof till the time the Owners' Allocation in the Project is handed over to the Owners and the Owners shall not in any way be liable to pay the rents of their such shifted tenanted accommodations till the time the Owners' Allocation in the Project is handed over to the Owners; and once the Developer hands over the Owners' Allocation in the Project to the Owners or it is deemed to have been handed over to the Owners the Developer shall not be further liable to pay any rent for such tenanted accommodations and further that the Owners after obtaining the Owners' Allocation shall immediately surrender and/or vacate the peaceful and vacant possession of such tenanted accommodations unto the landlords thereof without any delay or laches be it on whatsoever ground.
- 8.3 The Developer shall, at its own costs and expenses have the plan(s) for the Project prepared by the Architect and approved by the Owners. The Developer shall, at its own costs and expenses have the said plan(s) sanctioned by the South Dum Dum Municipality and shall make its best endeavor to have it sanctioned at the earliest.
- 8.4 All permissions, approvals, no objections and other requisites for such sanction and construction of the multistoried building(s) or the Project shall be obtained by the Developer in the name of the Owners at its costs and expenses.
- 8.5 The Owners shall, however, sign and execute all lawful papers, documents, plans, declarations, affidavits and other documentations whatever required for such sanction and construction relating exclusively to the development of the said Property as and when required by the Developer without any objection of whatsoever nature and within the 15th day of the request being made and the documents being made available to the Owners.
- 8.6 Demolition of the existing old dilapidated structures on the said Property will be done by the Developer and the Developer shall be entitled to the proceeds of the debris.



- 8.7 The Owners hereby authorize the Developer to appoint Architect and other consultants to complete the Project. All costs charges and expenses for pre or post sanction of the plan(s) 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.
- 8.8 The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owners, construct, erect and complete the Project pursuant to the plan(s) to be sanctioned by the competent Sanctioning Authorities 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**). The decision of the Architect regarding all aspects of construction including the quality of materials shall be final and binding on the Parties.
- 8.9 The Developer shall start the demolition work, that is, commencement of work of the Project at the site within 15 (Fifteen) days from the date of receiving the final sanction of plan(s) and other approvals from Government Authorities which are required for commencement of the construction and/or obtaining peaceful vacant possession of the existing building from the Owners as also the Tenants/occupiers thereof, whichever is later (**commencement of construction**) and the Developer shall construct, erect and complete the Project within a period of 36 (Thirty Six) months from the date of sanction of plan(s) by the South Dum Dum Municipality with a grace period of 6 (Six) months subject to Force Majeure.
- 8.10 The Developer shall obtain the Completion/Occupancy Certificate from the South Dum Dum Municipality and make over a copy thereof to the Owners and also the respective Allottees/intending purchasers.
- 8.11 The Developer shall at its own costs, install and erect in the multistoried building(s) within the Project, pump, water storage tank, overhead reservoir, water and sewage connection, common electric connection and all other necessary amenities and facilities.
- 8.12 The Developer is authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage.



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- 8.13 The costs, charges and expenses for providing any additional facility and/or utility and/or up-gradation of building materials at the request of the Allottees in or relating to the Apartment(s) shall be borne by the Allottees in full.
- 8.14 In case any further land is brought into by the Developer in the Project in that case the Owners through the Developer shall apply for and obtain amalgamation of the Holding numbers from the concerned South Dum Dum Municipality or any other concerned authority or authorities at the costs and expenses of the Developer.
- 8.15 Besides the development of the said Property as stated above, the Developer may also extend the Project in contiguous land in future by bringing into any additional land in the Project wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, community hall and other amenities shall all be part of a common integrated development and some amenities and facilities may for the sake of convenience be relocated on such extended area. And the Owners shall not have any objection to it and further, the Owners hereby give consent to the Developer that the Developer shall have full right, title, interest to use and utilise the additional FAR in respect of the land which may be made available even after the execution and registration of this agreement and the Owners shall not raise any objection of whatsoever nature for the same.
- 8.16 In case any such further land is brought into by the Developer in the Project in that case the Developer may decide to provide for a passage way across the Project and the additional area and for this purpose the Developer shall enter into an irrevocable License deed/agreement with the Owners herein as also the Owner of the adjoining land which shall be perpetually binding upon the all the Owners or the occupiers of this Project and the additional area. The Developer shall be entitled to amalgamate the extended development by integrating it with this Project and the additional area with shared infrastructure and common facilities which means that the facilities available in the Project and the additional area will be available for use to Owners/Allottees of the extended project(s)/phase(s) and similarly the facilities in the extended project(s)/phase(s) shall be available for use by the Owners/Allottees of the Project and the additional area. However, the right of the Owners herein shall remain restricted to the Owners' Allocation and the properties appurtenant thereto and the Owners herein shall



have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the Project and the additional area.

9. **DEPOSITS AND FINANCIALS:**

9.1 The Developer shall pay to the Owners a non-refundable amount of Rs.25,00,000/- (Rupees Twenty-Five Lacs only) in the manner following: -

a. At or before signing of this Agreement an amount of Rs.15,00,000/- (Rupees Fifteen Lacs only) has been paid by the Developer to the Owners;

b. Balance sum of Rs.10,00,000/- (Rupees Ten lacs only) to be paid by the Developer at the time of sanction of the Plan.

9.2 The Owners or their respective Allottees as also the Allottees of the other Apartments in the Project shall pay or deposit the extras and deposits as applicable for the Apartment(s) to be acquired by them, to the Developer.

9.3 If the Developer is able to avail sanction of building construction Plan for more than ground plus 7 (Seven) upper stories then and in that case the Developer shall pay an additional non-refundable amount of Rs.15,00,000/- (Rupees Fifteen Lacs only) unto the Owners for each such additional floors.

10. **POWERS AND AUTHORITIES:**

10.1 The Owners shall grant to the Developer, a registered Power of Attorney, for development of the said Property in terms of this agreement/simultaneously with the execution of this agreement, inter alia, 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 amalgamation (if any), sanction of plan and construction and completion of the development and also pursuing and following up the matter with all authorities in this regard;



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- iii) For obtaining temporary and permanent connections of water, electricity, drainage, sewerage, gas, lifts, etc., in the said Property.
- iv) For executing Agreements for Sale, Deeds of Conveyance etc., in respect of the Developer's Allocation in the Project.

10.2 While exercising powers and authorities under the Power 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 Power of Attorney shall be specific and valid for the purposes as would be given and shall not be revoked during the subsistence of this agreement, subject however, the Attorney not committing any breach and acting strictly in terms thereof.

10.3 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.

11. **DEALING WITH SPACES IN THE PROJECT:**

11.1 The Developer shall be exclusively authorized to sell and transfer all the units/constructed spaces to be comprised in the multistoried building(s) of the Project relating to the Developer's Allocation.

11.2 The Developer and the Owners shall execute and register with the appropriate registering authorities, Deeds of Conveyance for transferring of the constructed areas and other areas of the multistoried building(s) in the Project as aforesaid, unto and in favour of the intending Allottee(s) and the cost of stamp duty and registration charges and all other expenses in respect thereof shall be borne by the intending Allottee(s) as the case may be.

11.3 In case any other taxes, levies, impositions etc., including interest and penalty, are imposed or assessed at any time upon the sale and transfer of the units/constructed spaces in the multistoried building(s) in the Project and/or the Sale Proceeds with regard to the Developer's Allocation and the Owners' Allocation, the Owners and the Developer shall be liable to bear such taxes, levies, impositions etc., in terms of the Developer's Allocation and the Owners' Allocation.



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- 11.4 The Developer shall be entitled to claim the benefit of the GST, Tax Deducted at Source (TDS) as may be deducted as per the prevailing law from the consideration amount for the sale and transfer of the units/constructed spaces in the multistoried building(s) relating to the Developer's Allocation.

12. POST COMPLETION MAINTENANCE:

- 12.1 On and from the date of expiry of the period to be specified in the written notice of possession upon issuance of Completion/Occupancy Certificate by South Dum Dum Municipality, to be given by Developer to the Allottees (**Possession Date**), the Parties or their respective Allottee(s) shall become liable and responsible for the payments of rates and taxes in the ratio of their respective allocations irrespective of the fact whether actual physical possession were taken or not.
- 12.2 The Parties or their respective Allottee(s) shall pay or deposit the following proportionate costs for their allocations: -
- a) All costs for obtaining electricity connection(s).
 - b) All deposits required to be made with CESC Ltd.
 - c) Proportionate costs for LT connection charges, switchgear, cables and allied installations.
 - d) Sinking fund deposit at the rate of Rs.2.50P. (Rupees Two and Paisa Fifty only) per Sq.ft., of the Net Area of the Apartment/Unit/Space per year.
 - e) Maintenance deposit at the rate of Rs.2.50P. (Rupees Two and Paisa Fifty only) per Sq.ft., of the Net Area of the Apartment/Unit/Space per year.
 - f) Municipal tax deposit at the rate of Rs.2.40P. (Rupees Two and Paisa Forty only) per Sq.ft., or on actual of the Net Area of the Apartment/Unit/Space per year.
 - g) Proportionate cost for formation of the Association at the rate of Rs.5000/- (Rupees Five Thousand only) or on actual per Apartment/Unit/Space.



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- h) Proportionate cost for providing standby generator at the rate of Rs.20,000/- (Rupees Twenty Thousand only) per KVA per year.

12.3 The Parties and their respective nominees/Allottees shall punctually and regularly pay the rates and taxes for their respective allocations to the concerned authorities and the parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other or others.

12.4 Till such time the management, maintenance and administration of the multistoried building(s) in the Project is not made over to the Association, the Developer shall be responsible for the same or at its discretion and appoint an agency to do the same. The Owners and Developer hereby agree to abide by all the rules and regulations to be framed for the management of the affairs of the multistoried building(s).

12.5 The Developer or the Agency to be appointed shall manage and maintain the Common Portions and Services of the multistoried building(s) in the Project and shall collect the costs and service charge therefor (**Maintenance Charge**). It is clarified that the Maintenance Charge shall include premium for the insurance of the multistoried building(s), tax for water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments.

13. **TENANTS-OCCUPANTS:**

13.1 It is recorded that the said Property is now in possession of the 11 (Eleven) different tenants; (hereinafter referred to as the **Tenants**).

13.2 The Owners through the Developer shall be entitled to cause vacating of the portions of the said Property in occupation of the Tenants within 3 (Three) months from the date of execution of this agreement, by shifting them somewhere else/due process of law or by paying any other charges and in that case all the legal expenses for eviction/shifting/vacating the Tenants or any such other charges would be borne by the Developer.

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- 13.3 The Developer hereby agree, acknowledge and confirm that it would be its responsibility and obligation to cause the entirety of the said Property to be vacated at its own costs within a period of 3 (Three) months from the date of execution of this Agreement (hereinafter referred to as the **Vacating Date**).
- 13.4 The Developer hereby agrees to keep the Owners informed of all developments of obtaining vacant possession in respect of the tenanted occupations in the said Property.
- 13.5 The Developer shall arrange for alternative accommodations of the tenants till the time the multistoried building(s) is constructed and the Developer shall also be liable to pay for the monthly rentals of the alternative accommodations of the Tenants till such time the multistoried building(s) is constructed and possession is delivered unto them. The Developer shall however shall not be liable for any payment of rents for the monthly rentals of the alternative accommodations of the Tenants once the multistoried building(s) is constructed and possession is delivered unto Tenants.
- 13.6 The Developer shall be liable to re-induct the Tenants in its Developer's Allocation once the multistoried building(s) is constructed either on tenancy basis or on ownership basis and on such terms and conditions as may be mutually decided by and between the Developer and the Tenants.

14. **COMMON RESTRICTIONS:**

- 14.1 The multistoried building(s) shall be subject to the same restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the multistoried building(s) of the Project, which shall include the following:-
- (a) No occupant of the multistoried building(s) shall use or permit to be used, his Apartment 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 multistoried building(s).
 - (b) No occupant of the multistoried building(s) shall demolish or permit demolition of any wall or other structures in his Apartment or any portions, major or minor, without the written consent of the Developer or Association, after its formation.



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- (c) No occupant of the multistoried building(s) shall transfer or permit transfer of his Apartment or any portion thereof unless all terms and conditions to be observed and/or performed have been observed and performed and the proposed Allottee gives a written undertaking to the effect that such Allottee shall remain bound by the terms and conditions of these presents and further that, such Allottee shall pay all and whatsoever shall be payable in relation to the concerned space.
- (d) All occupants of the multistoried building(s) shall abide by all laws, bye-laws, rules and regulations 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 multistoried building(s) shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc., in his Apartment in good working condition and repair and in particular, so as not to cause any damage to the multistoried building(s) or any other space or accommodations therein and shall keep the other occupiers of the multistoried building(s) indemnified from and against the consequences of any breach.
- (f) No occupant of the multistoried building(s) shall do or cause or permit to be done any act or thing which may render void or voidable any insurance of the multistoried building(s) or any part thereof and shall keep the other occupiers of the multistoried building(s) harmless and indemnified from and against the consequences of any breach.
- (g) No occupant of the multistoried building(s) 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 multistoried building(s) 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 multistoried building(s).
- (h) No occupant of the multistoried building(s) shall throw or accumulate any dirt, rubbish, waste or refuse or permit



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the same to be thrown or accumulated in or about the multistoried building(s) or in the compound, corridors or any other portion or portions of the multistoried building(s).

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 multistoried building(s) of the Project shall permit the agency to be appointed as per clause 12.5, 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 the Developer, in consultation with the Owners, shall frame a scheme for the management and administration of the multistoried building(s) and all the occupiers of the building(s) shall perpetually in succession, abide by all the rules and regulations to be framed in connection with the management of the affairs of the multistoried building(s).

15. **OBLIGATIONS OF DEVELOPER:**

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

15.2 The Developer shall be responsible for planning, designing development and construction of the multistoried building(s) in the Project with the help of professional bodies, contractors, etc.

15.3 The Developer has assured the 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 multistoried building(s) at its own costs and responsibility. The Developer shall alone be responsible and liable to Government, Municipality and other authorities concerned and to the Allottee(s) and shall alone be liable for any loss or for any claim arising from such construction and shall indemnify the 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 development shall be paid by the Developer. All taxes as may be payable on account of allocation of the Owners' Allocation shall however be paid by the Owners.

15.6 The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the laws and rules applicable to construction of the multistoried building(s) or the Project.

15.7 The Developer shall be responsible for the construction made and any query regarding such construction raised by any authorities including South Dum Dum Municipality has to be explained by the Developer.

16. **OBLIGATIONS 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.

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.

16.3 The Owners shall provide the Developer with any and all documentation and information relating to the said Property as may be required by the Developer from time to time.

16.4 The Owners shall not do any act, deed or thing whereby Developer may be prevented from discharging its functions under this Agreement.

16.5 The Owners hereby covenant not to cause any interference or hindrance in the construction of the multistoried building(s) or the Project.

16.6 The Owners hereby covenant not to enter into any agreement, let out, grant lease, transfer, mortgage and/or charge the said Property or any portions thereof save in the manner envisaged herein during the subsistence of this Agreement.

16.7 The Owners shall handover all the original title deeds and documents and other relevant papers and documents relating to



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the said Property unto the Developer within 7 (Seven) days from the date of execution of this agreement.

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 Owners in relation to the construction of the multistoried building(s) or the Project and those resulting from breach of this Agreement by the Developer.

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 in the course of implementing the Project including marketing thereof for any successful claim by any third party for any defect in title of the said Property or any of their Representations and the warranties being incorrect.

18. **MISCELLANEOUS:**

18.1 This 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 It is understood that from time to time to facilitate the uninterrupted construction of the multistoried building(s) or the Project 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 the Owners. Further, various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to perform all such acts, deeds,



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matters and things and execute any additional Power of Attorney and/or authorization as may be required by the Developer for the purpose and the 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 the Owners and/or go against the spirit of this Agreement.

18.6 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

18.7 The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of 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 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.

18.8 The name of the building(s) shall be "135 ARB".

19. **DEFAULTS:**

19.1 The following shall be the events of default: -

- a) If the Owners fail to comply with any of its obligations contained herein;
- b) If the Developer fails to construct, erect and complete the Project within the date specified; or
- 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 30 (Thirty) days 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.

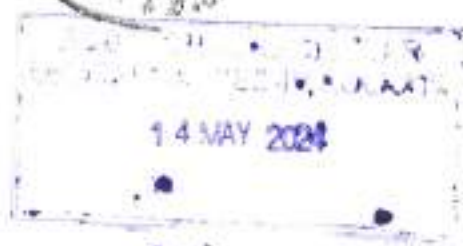
19.4 If the default continues for a period of over 60 (Sixty) days after expiry of such notice and there is no remedy provided for herein, the notice of termination may be served by the aggrieved party at their/its sole discretion.

20. **FORCE MAJEURE:**

20.1 If either Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the other Party 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 that Party, using all reasonable endeavors, to recommence its affected operations in order for it to perform its obligations. Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall 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 In the eventuality of Force Majeure circumstances, the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the completion thereof and 7 (Seven) days thereafter.

20.3 The Party 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. **NOTICE:**

- 21.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or by electronic mail or registered post or speed 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).
- 21.2 Any such notice or other written communication shall be deemed to have been served:-
- i) If delivered personally, at the time of delivery.
 - ii) 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.
 - iii) If sent by electronic mail, at the time of sending (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of sending.
- 21.3 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 an electronic mail, that an activity or other report from the sender's mailbox can be produced.

22. **ENTIRE AGREEMENT:**

- 22.1 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.

23. **AMENDMENT/MODIFICATION:**

- 23.1 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 and expressly referring to the relevant provision of this Agreement.



24. **SPECIFIC PERFORMANCE:**

- 24.1 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:**

- 25.1 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 shall be referred to, and finally resolved through, arbitration by an Arbitrator jointly appointed by the parties hereto in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made there under. The arbitration proceedings shall be conducted at Kolkata and in English.

26. **JURISDICTION:**

- 26.1 The courts at Kolkata alone shall have jurisdiction to entertain or try any action or proceeding arising out of this agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the said Property)

ALL THAT the piece and parcel of land containing an area of 4 (Four) Cottahs 9 (Nine) Chittacks 15 (Fifteen) Sq.ft., be the same a little more or less, together with 3 (Three) storied building having a covered area of 5950 (Five Thousand Nine Hundred and Fifty) Sq.ft., (on the ground floor 2800 (Two Thousand Eight Hundred) Sq.ft., on the first floor 2800 (Two Thousand Eight Hundred) Sq.ft., and on the second floor 350 (Three Hundred Fifty) Sq.ft.) be the same a little more or less in the occupation of the tenants, situate lying at Mouza-Patipukur, J.L. No.24, Sheet No.2, comprised in part of C.S. Dag Nos.40, 41, 41 to 50, 52, 69, 72, 73, 102, 103, 105, 107 to 112, 125 to 152, 154 to 156, Police Station-Lake Town, (formerly Dum Dum), being Plot No.135, Block -"A", Holding No.468, Lake Town under Ward



No.30 within the ambit of the said South Dum Dum Municipality District-North 24Parganas, Kolkata-700 089, and butted and bounded in the manner following:-

ON THE NORTH	:	By property of Plot No.136, Lake Town;
ON THE SOUTH	:	By 60 feet wide VIP Jessore Link Road;
ON THE EAST	:	By property of Plot No.160, Block A Lake Town; and
ON THE WEST	:	By 40 feet wide South Dum Dum Market Road.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Specifications)

<u>BUILDING:</u>	Designed on a RCC Frame Structure with piling foundation depending on soil conditions.
<u>EXTERIOR ELEVATION:</u>	To be designed by the architect, finished with suitable exterior paint finish.
<u>INTERIOR WALLS:</u>	Brick walls with POP finish on walls & ceiling.
<u>ENTERENCE LOBBY/ UPPER LOBBY:</u>	Marble / Granite / Vitrified Tiles.
<u>FLOORING:</u>	Vitrified tiles bathroom & kitchen premium vitrified door height tiles.
<u>KITCHEN:</u>	Granite Counter top with stainless sink, 2 Ft. Ceramic tiles dado above the counter, and skid ceramic tiles on floor.
<u>TOILETS:</u>	Anti-skid tiles on floor, premium vitrified tiles up to door height.
<u>SANITARY WARE:</u>	Corrosion free PPP/UPVC or equivalent pipes and fittings of supreme or equivalent. All taps and fittings of Jaguar or equivalent, wash basin, rain shower in master bathroom.
<u>WINDOWS:</u>	Premium UPVC, Glass shutters and grills.



[Handwritten signature]

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
14 MAY 2024

<u>DOORS:</u>	Good quality flush doors with standard ironmongery fittings and 7 Ft. height.
<u>LOCKS:</u>	Reputed make lock for all doors.
<u>ELECTRICALS:</u>	Concealed Copper wiring, MCB, and switches of Havells or equivalent, AC point, Exhaust fan point, Geyser Point, Broadband and Telephone connectivity, Cable TV sockets in adequate numbers. Designer lighting in common areas, fancy façade lighting.
<u>WATER SUPPLY:</u>	Municipality water supply.
<u>LIFTS:</u>	Kone or equivalent lift.
<u>FIRE SAFETY SYSTEM:</u>	Fire safety system to protect you from undesirable situations.
<u>SECURITY:</u>	CCTV Monitoring.

THE THIRD SCHEDULE ABOVE REFERRED TO:

**PART-I
(COMMON AREAS)**

1. Project Boundary Wall, internal boundary walls and Entrance and Exit gates of the Project.
2. Paths passages and open spaces project and those reserved by the Promoter.
3. Driveways.
4. Stand-by diesel generator set of reputed makes as per the designed capacity for lighting the lights at the common areas, for operation of lifts and pump and for supply of power in the said Apartment/Unit/Space to the extent of quantum mentioned herein during power failure and generator room.
5. Water pump with motor, water distribution system.
6. Underground water reservoir.



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7. Room for darwan/security guard, caretaker's office.

(COMMON FACILITIES AND AMENITIES)

1. Community Hall.
2. Roof Top Garden.
3. Covered and Open Parking.
4. Driveways, passages and pathways.

PART-II

(Common Expenses/Deposits/Extra Charges)

Electricity Meter: Security deposit and all other billed charges of the supply agency for providing electricity meter to the multistoried building(s), at actual.

Formation of Association: Rs.5,000/- (Rupees Five Thousand only) per Apartment/Unit/Space.

Generator: Rs.20,000/- (Rupees Twenty Thousand only) per /KVA per year.

Maintenance Charges: Proportionate share of the common expenses/maintenance charges Rs.2.50P (Rupees Two and Paisa Fifty only) per Sq.ft., of the Net Area of the Apartment/Unit/Space per year.

Municipal Tax Deposit: Rs.2.40P (Rupees Two and Paisa Forty only) per Sq.ft., of the Net Area of the Apartment/Unit/Space per year.

Sinking fund deposit: Rs.2.50P (Rupees Two and Paisa Fifty only) per Sq.ft., of the Net Area of the Apartment/Unit/Space per year.

Taxes: Deposits towards Municipal rates and taxes, etc. and G.S.T. or any other tax and imposition levied by the State Government, Central Government or any other authority or body payable on the transfer of the Owners' Allocation by the Developer to Owners shall be paid by the Owners.

Transformer and allied installation: Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipments.

Upgradation of fixtures and fittings: If the Owners or any Allottee requests, any improved specifications of construction, any internal change made in the layout and/or upgradation of fixtures and fittings of any Apartment over and above the Specifications described.

ADDITIONAL REGISTRAR
OFFICE OF THE REGISTRAR
KOLKATA
7 4 MAY 2024



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. Sachin Roy (SACHIN ROY)
126, Lake Town, Bl-A, Kol-89

Jai Shankar Roy alias
Jai Shankar Roy
Kailash Prasad Roy

2. Prashant Bachhawat
(PRASHANT BACHHWAT)
873, 'A' Block, Lake Town
Kol-700089

SIGNED SEALED AND DELIVERED
by the **DEVELOPER** at Kolkata in the presence of:

1. Sachin Roy

DJKA DEVELOPERS PVT. LTD.
Director
(DEEPAK AGARWAL)

2. Prashant Bachhawat

Drafted by:

Suprabhat Bandyopadhyay

Suprabhat Bandyopadhyay
Advocate, High Court, Calcutta
Enrollment No. WB/520/1997



ADDITIONAL REGISTRAR
OF ASSURANCES - IV, KOLKATA
14 MAY 2024

RECEIVED of and from the within-named Developer the within-mentioned sum of Rs.15,00,000/- (Rupees Fifteen Lacs only) being the part of non-refundable amount as per Memo below:-

MEMO OF CONSIDERATION

Name of the Vendors	Cheque Nos.	Date	Bank's Name/Branch	Amount in Rupees
Jai Shankar Roy	000220	14.05.2024	HDFC Bank	Rs. 6,75,000/-
			TDS	Rs. 75,000/-
Kailash Prasad Roy	000221	14.05.2024	HDFC Bank	Rs. 6,75,000/-
			TDS	Rs. 75,000/-
			TOTAL:	Rs.15,00,000/-

(RUPEES FIFTEEN LACS ONLY).

WITNESSES:

1. *[Signature]*

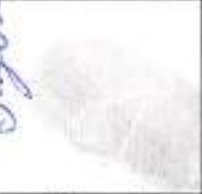
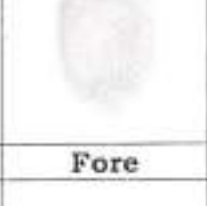
2. *[Signature]*

*Jai Shankar Roy alias
Jayshankar Roy
Kailash Prasad Roy*



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
14 MAY 2024

SPECIMEN FORM FOR TEN FINGER PRINTS

	<i>Jai Shankar Rotas Jai Shankar Rotas</i>					
Little Ring Middle Fore Thumb		(Left Hand)				
						
Thumb Fore Middle Ring Little		(Right Hand)				
	<i>Kailash Prasad Ray</i>					
Little Ring Middle Fore Thumb		(Left Hand)				
						
Thumb Fore Middle Ring Little		(Right Hand)				
 Deepak_pphoto	<i>Deepak Agnani</i>					
Little Ring Middle Fore Thumb		(Left Hand)				
						
Thumb Fore Middle Ring Little		(Right Hand)				



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
14 MAY 2024

Major Information of the Deed

Deed No :	I-1904-06881/2024	Date of Registration	14/05/2024
Query No / Year	1904-2001179493/2024	Office where deed is registered	
Query Date	11/05/2024 11:00:29 AM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	VICTOR MOSES AND CO 6, OLD POST OFFICE STREET, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9830602627, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4306] Other than Immovable Property, Sale [Rs : 15,00,000/-], [4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value:	Market Value		
	Rs. 2,46,41,250/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 85,120/- (Article:48(g))	Rs. 15,105/- (Article:E, A(1),)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

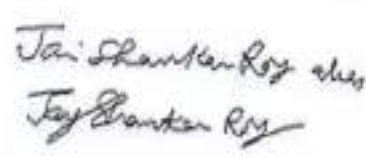
District: North 24-Parganas, P.S:- Lake Town, Municipality: SOUTH DUM DUM, Road: Lake Town Block-A, Mouza: Patipukur, , Ward No: 030, Holding No:468 JI No: 24, , P 135 Pin Code : 700089

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-135		Bastu	Bastu	4 Katha 9 Chatak 15 Sq Ft		2,06,25,000/-	Width of Approach Road: 60 Ft.,
Grand Total :					7.5625Dec	0 /-	206,25,000 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	5950 Sq Ft.	0/-	40,16,250/-	Structure Type: Structure
Gr. Floor, Area of floor : 2800 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 2800 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 3, Area of floor : 350 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		5950 sq ft	0 /-	40,16,250 /-	

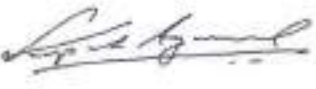
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr JAI SHANKAR ROY, (Alias: Mr JAY SHANKAR ROY) Son of Late ABHAI NARAYAN ROY Executed by: Self, Date of Execution: 14/05/2024 , Admitted by: Self, Date of Admission: 14/05/2024 ,Place : Office	Photo 	Finger Print  Captured	Signature 
		14/05/2024	LTI 14/05/2024	14/05/2024
	P-135 BLOCK A,1ST FLOOR,LAKE TOWN, Block/Sector: B, City:- Not Specified, P.O:- LAKE TOWN, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700089 Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: IndiaDate of Birth:XX-XX-1XX3 , PAN No.: ADxxxxxx8D, Aadhaar No: 27xxxxxxxx2245, Status :Individual, Executed by: Self, Date of Execution: 14/05/2024 , Admitted by: Self, Date of Admission: 14/05/2024 ,Place : Office			
2	Name Mr KAILASH PRASAD ROY Son of Late ABHAI NARAYAN ROY Executed by: Self, Date of Execution: 14/05/2024 , Admitted by: Self, Date of Admission: 14/05/2024 ,Place : Office	Photo 	Finger Print  Captured	Signature 
		14/05/2024	LTI 14/05/2024	14/05/2024
	DEORIA,, City:- Not Specified, P.O:- DEORIA, P.S:-ZAMANIA, District:-Ghazipur, Uttar Pradesh, India, PIN:- 232340 Sex: Male, By Caste: Hindu, Occupation: Cultivation, Citizen of: IndiaDate of Birth:XX-XX-1XX6 , PAN No.: DAxxxxxx1L, Aadhaar No: 83xxxxxxxx4203, Status :Individual, Executed by: Self, Date of Execution: 14/05/2024 , Admitted by: Self, Date of Admission: 14/05/2024 ,Place : Office			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	DJKA DEVELOPERS PRIVATE LIMITED P-713, LAKE TOWN, Block/Sector: A, City:- Not Specified, P.O:- LAKE TOWN, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700089 Date of Incorporation:XX-XX-2XX8 , PAN No.: AAxxxxxx5K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr DEEPAK AGARWAL (Presentant) Son of Mr JAGDISH PRASADE AGARWAL Date of Execution - 14/05/2024, , Admitted by: Self, Date of Admission: 14/05/2024, Place of Admission of Execution: Office		 Captured	
	May 14 2024 1:39PM	LTI 14/05/2024		14/05/2024
	NA 24,SANJEEVA TOWN BUNGLOWS,ACTION AREA I,NEW TOWN RAJARHAT, City:- Not Specified, P.O:- NEW TOWN, P.S:-Kolkata Leather Camp, District:-South 24-Parganas, West Bengal, India, PIN:- 700156, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX8 , PAN No.:: ACxxxxxx6D, Aadhaar No: 68xxxxxxxx6385 Status : Representative, Representative of : DJKA DEVELOPERS PRIVATE LIMITED (as DIRECTOR)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SUJIT KUMAR ROY Son of Late M M ROY 6, OLD POST OFFICE STREET, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001		 Captured	
	14/05/2024	14/05/2024	14/05/2024
Identifier Of Mr JAI SHANKAR ROY, Mr DEEPAK AGARWAL, Mr KAILASH PRASAD ROY			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr JAI SHANKAR ROY	DJKA DEVELOPERS PRIVATE LIMITED-7.5625 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr JAI SHANKAR ROY	DJKA DEVELOPERS PRIVATE LIMITED-2975.00000000 Sq Ft
2	Mr KAILASH PRASAD ROY	DJKA DEVELOPERS PRIVATE LIMITED-2975.00000000 Sq Ft

On 14-05-2024

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

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

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

Presented for registration at 13:02 hrs on 14-05-2024, at the Office of the A.R.A. - IV KOLKATA by Mr DEEPAK AGARWAL.

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 2,46,41,250/-.

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

Execution is admitted on 14/05/2024 by 1. Mr JAI SHANKAR ROY, Alias Mr JAY SHANKAR ROY, Son of Late ABHAJ NARAYAN ROY, P-135 BLOCK A, 1ST FLOOR, LAKE TOWN, Sector: B, P.O: LAKE TOWN, Thana: Lake Town, North 24-Parganas, WEST BENGAL, India, PIN - 700089, by caste Hindu, by Profession Advocate, 2. Mr KAILASH PRAASAD ROY, Son of Late ABHAJ NARAYAN ROY, DEORIA, P.O: DEORIA, Thana: ZAMANIA, Ghazipur, UTTAR PRADESH, India, PIN - 232340, by caste Hindu, by Profession Cultivation

Indertified by Mr SUJIT KUMAR ROY, ., Son of Late M M ROY, 6, OLD POST OFFICE STREET, P.O: GPO, Thana: Here Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

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

Execution is admitted on 14-05-2024 by Mr DEEPAK AGARWAL, DIRECTOR, DJKA DEVELOPERS PRIVATE LIMITED, P-713, LAKE TOWN, Block/Sector: A, City:- Not Specified, P.O:- LAKE TOWN, P.S:-Lake Town, District:- North 24-Parganas, West Bengal, India, PIN:- 700089

Indertified by Mr SUJIT KUMAR ROY, ., Son of Late M M ROY, 6, OLD POST OFFICE STREET, P.O: GPO, Thana: Here Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 15,105.00/- (A(1) = Rs 15,000.00/-, E = Rs 21.00/-, I = Rs 55.00/-, M(a) = Rs 25.00/-, M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 16,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Bank: SBI EPay (SBIePay), Ref. No. 4892331402315 on 13-05-2024, Head of Account 0030-03-104-001-16 Online on 13/05/2024 11:50AM with Govt. Ref. No: 192024260044552808 on 13-05-2024, Amount Rs: 15,021/-
Bank: SBI EPay (SBIePay), Ref. No. 4892331402315 on 13-05-2024, Head of Account 0030-03-104-001-16 Online on 14/05/2024 1:37PM with Govt. Ref. No: 192024250046353398 on 14-05-2024, Amount Rs: 0/-, Bank: SBI EPay (SBIePay), Ref. No. 9778652456939 on 14-05-2024, Head of Account

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 85,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 85,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 86149, Amount: Rs.100.00/-, Date of Purchase: 15/03/2024, Vendor name: A Banerjee

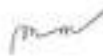
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 13/05/2024 11:50AM with Govt. Ref. No: 192024250044552808 on 13-05-2024, Amount Rs: 40,021/-,

Bank: SBI EPay (SBIPay), Ref. No. 4892331402315 on 13-05-2024, Head of Account 0030-02-103-003-02

Online on 14/05/2024 1:37PM with Govt. Ref. No: 192024250046353396 on 14-05-2024, Amount Rs: 44,999/-, Bank:

SBI EPay (SBIPay), Ref. No. 9778652456939 on 14-05-2024, Head of Account 0030-02-103-003-02



Mohul Mukhopadhyay

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2024, Page from 394904 to 394955
being No 190406881 for the year 2024.



[Handwritten signature]

Digitally signed by MOHUL MUKHOPADHYAY
Date: 2024.05.24 17:35:57 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 24/05/2024
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.