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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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Verifies that the document is authentic in Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

Additional Registrar of Assurances-I, Kolkata

31 AUG 2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this 2nd day of August, 2023 (Two Thousand Twenty Three)

BETWEEN

Visit Case No. 1143 of 218
J(1) - 250
J(2) - 100
Total - 350
Realised On 31/8/23

19630

SL No. DATE
NAME
ADD
AMT. 1002

02 AUG 2023

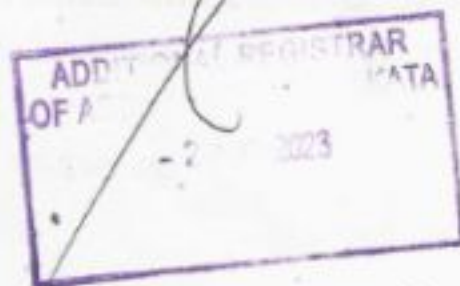
Manish Paul

Advocate
High Court Calcutta

For

8

MOUBUMI GHOSH
LICENSED STAMP VENDOR
KOLKATA REGISTRATION OFFICER



Identified by me

Manish Paul
Advocate

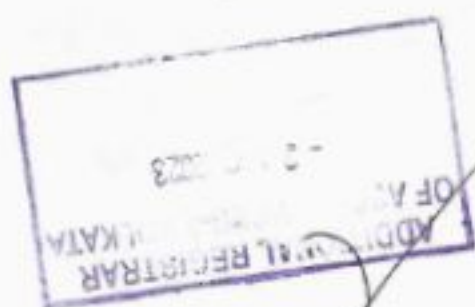
High Court, Calcutta
F992/99

Son of Sri Mrityunjay Paul

INSTITUTE OF INTERNATIONAL TRADE, (PAN No. AAATI45I6R) a registered Charitable Trust having its office at Premises No.6, Waterloo Street, 5th Floor, Room No. 504, Post office & Police Station: Hare Street, Kolkata- 700069, being represented by one of its Trustee DR. DHANPATRAM AGARWAL, (PANACZPA4900E), Aadhaar No 821890838814, son of Late Chandu Lal Agarwal, by faith: Hindu, by Occupation-Business, having office at premises No. 6, Waterloo Street, 5th Floor, Room No.504, Post office & Police Station: Hare Street, Kolkata-700069, hereinafter called & referred to as the "**OWNER**" (which term or expression shall unless it be repugnant to the context or meaning there of be deemed to mean and include its successors in interest and permitted assigns) of the **FIRST PART**;

AND

M/S LARICA SMART HOME LLP, having LLPIN ACA-4554 & PAN AAKFL7477N a Limited Liability Partnership registered and incorporated under the Limited Liability Partnership Act, 2008 ,having its Registered Office at 7/1 Gurusaday Road, Ajanta Apartment, Post Office-Ballygaunge, Police Station-Karaya, Kolkata-700019, represented by its Partners, MR. MANISH LAKHOTIA, having PAN ABAPL3373J & Aadhaar No 333848277403, son of Mr. Satish Lakhotia and MR. SHAUNAK LAKHOTIA haing PAN BAIPL1571N & Aadhar no. 919273404411, son of Mr. Manish Lakhotia, both by faith-Hindu, by Nationality-Indian, by occupation-Business, residing at 7/1, Gurusaday Road, Post Office-Ballygaunge, Police Station-Karaya, Kolkata-700019, 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(s)-in-office, administrators, legal representative and assigns) of the **SECOND PART**;



AND

The "Owner" "Developer" either to execute, jointly or severally are hereinafter collectively referred to as the 'Parties' and also individually referred to as "Party".

WHEREAS THE PARTIES HEREINABOVE REFERRED TO ARE DESIROUS OF ENTERING INTO AND EXECUTING THIS DEVELOPMENT AGREEMENT ON THE TERMS AND CONDITIONS SET OUT HEREIN BELOW:-

BACKGROUND AND RECITALS**A. TITLE FLOW OF THE OWNER'S LANDS.**

The Particulars of the purchased deeds and properties are mentioned hereunder-

- (i) INSTITUTE OF INTERNATIONAL TRADE, the owner herein purchased undivided 1/7th share of land measuring about 60.42 decimal out of total land measuring about 423 decimals lying and situated in Mouza-Kalikapur, J.L. No. 95, R.S. No. 204, Touzi No. 109, Pargana Medanmalla, R.S. Dag No. 1602, 1605, 1622, 1623, 1604, 1624, 1603, under R.S. Khatian No. 827, 946, 242/972, 975 and 4008, Police Station- Sonarpur, within the limits of Kalikapuj-- Gram Panchayat, District 24 Parganas (South) from Peerless Developer Limited, having its registered office at 13A, Dacres Lane, P.O. & P.S.- Hare Street Kolkata - 700073, by way of Deed of Conveyance registered in the office of A.D.S.R. Sonarpur, on 8th December, 2010 and recorded in Book No. I, CD Volume no. 32, page 3094 to 3113, Being No.13483 for the year 2010.
- (ii) The said Institute of International Trade, further purchased 58.40 decimal and lying and situated in Mouza-Kalikapur, J.L. No. 95,



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R.S. No. 204, Touzi No. 109, Pargana Medanmalla, C.S. Dag No. Till & 1112 under C.S. Khatian No. 439 and 477, corresponding to RS. Dag, No. 1221, 1222, under R.S. Khatian No. 867, 868, Police Station- Sonarpur, within the limits of Kalikapur-1, Gram Panchayet, District 24 Parganas (South) from Peerless Developer Limited, having its registered office at 13A, Dacres Lane, Police Station-Hare Street, Kolkata-700073, by way of Deed of Conveyance registered in the office of ADSR Sonarpur, on 8th December, 2010 and recorded in Book No. I, CD Volume no. 32, page 3069 to 3093, Being No. 13486 for the year 2010.

- (iii) The said Institute of International Trade, further purchased undivided $1/7^{\text{th}}$ share of land measuring about 56.77 decimal land out of total land measuring about 423 decimal lying and situated in Mouza - Kalikapur, J.L. No. 95, R.S. No. 204, Touzi No. 109, Pargana Medanmalla, corresponding to R.S. Dag No. 1602, 1605, 1622, 1623, 1604, 1624, & 1603, under R.S. Khatian No. 827, 946, 242/972, 975, 408, Police Station- Sonarpur, within the limits of Kalikapur-1 Gram Panchayet, District 24 Parganas (South) from Peerless Developer Limited, having its registered office at-13A, Dacres Lane, Police Station-Hare Street, Kolkata - 700 073, by way of Deed of Conveyance registered in the office of A.D.S.R. Sonarpur, on 8th December, 2010 and recorded in Book No. CD Volume no. 32, page 3029 to 3048, Being No. 13494 for the year 2010.

- iv. The said Institute of International Trade further purchased a plot of land measuring about 1.18 acres more or less lying and situated in Mouza -Kalikapur, J.L. No. 95, RS. No. 204, Touzi No. 109, Pargana Medanmalla, C.S. DagNo. 1121, CS KhatianNo.581, corresponding



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- to R.S. Dag No. 1233, under R.S. Khatian No. 421, Police Station- Sonarpur, within the limits of Kalikapur-Gram Panchayet, District 24 Parganas (South) from Peerless Developer Limited, having its registered office at 13 A, Dacres Lane, Police Station - Hare Street, Kolkata 700073, by way of Deed of Conveyance registered in the office of A.D.S.R. Sonarpur, on 8th December, 2010 and recorded in Book No. 1, CD Volume no. 32, page 3049 to 3068, Being No. 13488 for the year 2010.
- v. The said Institute of International Trade further purchased undivided 1/7th share of land measuring about 60.42 decimal land out of total land measuring about 423 decimal lying and situated in Mouza, Kalikapur, J.L. No. 95, R.S. No. 204, Touzi No. 109, Pargana Medanmalla, corresponding to R.S. Dag No. 1602, 1605, 1622, 1623, 1604, 1624 & 1663, under R.S. Khatian No. 827, 946, 242/972, 975, 408, Police Station- Sonarpur, within the limits of Kalikapur-1 Gram Panchayet, District 24 Parganas (South) from Peerless Developer Limited, having its registered office at 13A, Dacres Lane, Police Station - Hare Street, Kolkata 700073, by way of Deed of Conveyance registered in the office of A.D.S.R. Sonarpur, on 8th December, 2010 and recorded in Book No. 1, CD Volume no. 32, page 3009 to 3028, Being No. 13503 for the year 2010.
- vi. The said Institute of International Trade, further purchased a plot of land measuring about 58 decimal more or less out of total land measuring 406 decimal lying and situated in Mouza-Kalikapur, J.L. No. 95, R.S. No. 204, Touzi - No. 109, Pargana Medanmalla, R.S. Dag Nos. 1602, 1605, 1622, 1623, 1604, 1624 & 1603, under R.S. Khatian Nos. 827, 946, 242/972, 975, 408, Police Station-

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Sonarpur, within the limits of Kalikapur- 1 Gram Panchayet, District 24 Parganas (South) from one Smt. Shyamali Ghosh (nee Mukheijee) wife Sri Samir Ghosh of 42, Diamond Harbour Road, Flat No. 1-10, Pushpasree Housing Society, P.O. & P.S. Behala, Kolkata -700 040, by way of Deed of Conveyance registered in the office of A.D.S.R. Sonarpur, on 26th July, 2011 and recorded in Book No. I, CD Volume no. 20, page 4312 to 4326, Being No.08653 for the year 2011.

- vii. The said Institute of International Trade, further purchased a plot of land measuring about 54.45 decimal more or less out of total land measuring 406 decimal lying and situated in Mouza- Kalikapur, J.L. No. 95, R.S. No. 204, Touzi No. 109, Pargana Medanmalla, R.S. Dag No.1602, 1605, 1622, 1623, 1604,1624 &1603, under RS. Khatian No. 827, 946, 242/972, 975, 408, P.O. &Police Station - Sonarpur, within the limits of Kalikapur - 1, Gram Panchayet, District 24 Parganas (South) Pin-743613,from one Sri Nirmalendu Chakraborty son of Late Birendra Nath Chakraborty of 42B, R.K. Chatterjee Road, Police Station -Kasba, Kolkata-700042,by way-of. Deed of Conveyance registered in the office of A.D.S.R. Sonarpur, on 22th September, 2011 and recorded in. Book No. 1, CD Volume No.24, page 3813 to 3825, Being No. 10396 for the year 2011.
- viii. The said Institute of International Trade, further purchased a plot of land measuring about 26 decimals more or less out of total land measuring 45 decimal lying and situated in Mouza - Kalikapur, J.L. No. 95, R.S. No. 204, Touzi No. 109, Pargana Medanmalla, R.S. Dag Nos. 1602, 1605, 1622, 1623, 1604, 1624 & 1603, under R.S.



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Khatian Nos. 827, 946, 242/972, 975, 408, Police Station-Sonarpur, within the limits of Kalikapur-1 Gram Panchayet, District 24 Parganas (South) from one Sri Kamala Prasad Chakraborty, son of Late Bhupendra Nath Chakraborty of Village -Kalikapur, P.S. Sonarpur, District 24 Parganas (South) by way of Deed of Conveyance registered in the office of A.D.S.R. Sonarpur, on 12th September, 2011 and recorded in Book No. I, CD Volume no. 24, page 3826 to 3838, Being No.10.395 for the year 2011.

- ix. The said Institute of International Trade, further purchased a plot of land measuring about 51.27 decimal more or less out of total land measuring 359 decimal lying and situated in Mouza-Kalikapur, J.L. No. 95, R.S. No. 204, Touzi No. 109, Pargana Medanmalla, R.S. Dag No.1626, L.R. Dag No. 1644, R.S. Khatian No. 242, Khanda Khataian No. 972, corresponding to L.R. Khatian No. 585 and R.S. Dag No. 1625, corresponding to L.R. Dag No.1643, R.S. Khatian No. 247, Police Station- Sonarpur, within the limits of Kalikapur-1 Gram Panchayet, District 24 Parganas (South) from one Smt. Dipika Ghosh, wife of Sri Bimal Kumar Ghosh and daughter of Late Birendra Nath Chakraborty, of 65A, Linton. Street, P.S. Beniapukur, Kolkata - 700014, by way of Deed of Conveyance registered in the office of A.D.S.R. Sonarpur, on 24th September, 2011 and recorded in Book No. 1, CD Volume no.24, page 3839 to 3851, Being No. 10394 for the year 2011.

- x. The said Institute of International Trade, further purchased a plot of land measuring about 51.27 decimal more or less out of total land measuring, 359 lying, and situated in Mouza - Kalikapur J.L.No. 95, R.S. No. 204, Touzi No. 109, Pargana Medanmalla, R.S.

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Dag No.1626, L.R. Dag No. 1644, R.S. Khatian No 242, Khanda Khatian No.972, corresponding to L.R. Khatian No.585 and R.S. Dag No. 1625, corresponding L. R. Dag No. 1643, R.S. Khatian No. 247, corresponding to L.R. Khatian No. 585, Police Station-Sonarpur, within the limits of Kalikapur-1 Gram Panchayet, District-24 Parganas (South) from one Sri Milan Kumar Bhattacharjee, son of Late Murari Mohan Bhattacharjee of Pujadeep Apartment, Flat No. 12/3, Bata More, P.S. Maheshtala, Kolkata-700141, by way of Deed of Conveyance registered in the office of A.D.S.R. Sonarpur, on 12th September, 2011 and recorded in Book No. I, CD Volume no.24, page 3852 to 3865, Being No. 10393 for the year 2011.

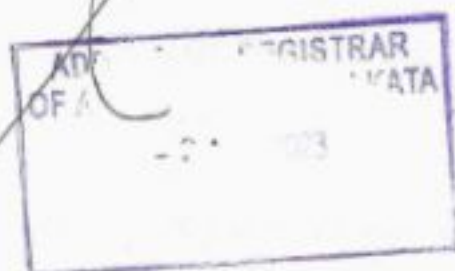
B. PREVIOUS AGREEMENT WITH MARTIN BURN

1. By virtue of the abovementioned Ten numbers of Deed of Conveyances said Institute of International Trade, the Owner herein, became the absolute Owner of total land measuring about 595 decimal but it has been recorded as 589 decimal in the records of the B.L. & L.R.O. lying and situated in Mouza- Kalikapur, J.L. No. 95, R.S. Dag Nos. 1602, 1603, 1604, 1605, 1221, 1222, 1233, 1622, 1623, 1624, 1625, 1626, corresponding to L.R. Dag Nos. 1618, 1619, 1620, 1621, 1224, 1225, 1236, 1640, 1641, 1642, 1643, 1644, under R.S. Khatian Nos. 827, 946, 242/972, 975, 408, R.S. Khatian No. 242 (L.R. Khatian No. 585, R.S. Khatian No. 247 (L.R. Khatian No. 585), R.S. Khatian Nos. 867, 868, 421, under L.R. Khatian No. 1767, Police Station-Sonarpur, under Kalikapur-I dram Panchayet, District-24 Parganas (South) and absolutely seized and possessed by mutating its name in the record of the L.R.O. and also



in the record of the Kalikapur-1 Gram Panchayet by paying rents and taxes thereto.

2. The Owner herein had entered into a Development agreement for the development of the aforesaid property i.e. "Owner's Land" (mentioned in first schedule here underwritten) with 'Martin Bum Limited' having its registered office at "Martin Bum House" 1, R.N. Mukhejee Road, P.S. Hare Street, P.O. Lalbazar, Kolkata-700001, registered on 20/02/2018 with certain terms and conditions mentioned therein, registered in the office of D.S.R. IV, Alipore, South 24 Parganas, recorded in Book No. 1, Volume No. 1604-2018, Pages 45552 to 45610, being the Deed No. 01787 for the year 2018.
3. The Owner also executed a Power of Attorney in favour of the said 'Martin Bum Limited', the previous Developer for the development of the aforesaid property i.e. "Owner's Land" (mentioned in first schedule hereunder written) appointing the said Martin Bum Limited, as constituted attorney, having its registered office at "Martin Bum House" 1, R.N. Mukherjee Road, P.S. Hare Street, P.O. Lalbazar, Kolkata-700001, registered on 03/07/2018, registered in the office of D.S.R. IV, Alipore, South 24 Parganas, recorded in Book No. 1, Volume No. 1604-2018, Pages 127232 to 127262, being the Deed No. 04336 for the year 2018.
4. After That the said 'Martin Bum Ltd. got plan sanctioned from South 24 Parganas Zilla Parishad in the year 2019 for 1 BHK & 1 BK Combo Block, 1 BK, 2 BHK, Club House including Master Plan



vide sanctioned Building Plan No.561/691/KMD A-G+4 dated 21/05/2019.

5. The said 'Martin Bum Limited' also got the project registered in the name of Jeevanam, Phase 1 under WBHIRA (West Bengal Housing Industry Regulation Act.), vide Registration Certificate of Project bearing No. HIRA/P/SOU/2019/000480.
6. The said 'Martin Bum Limited.' thereafter engaged in construction process upon 456 decimal of Owner's Land and raise only two structures like column, beam & ceiling /roof up to 2nd floor, but did not proceed for any further construction and have expressed their inability to complete the project and the owner and the said Martin Bum agreed to relinquish the Project.
7. The said 'Martin Bum Limited.' due to aforesaid reason relinquished the project and have mutually agreed and decided to be relieved of the irrespective liabilities arising out of the said development agreement pursuant by cancellation of said Development Agreement which was registered on 20/02/2018 as well as Power of Attorney registered on 03/07/2018, and settled down their financial obligation, liabilities & damages in respect of the said land and construction thereon with the owner and or any other person/s/buyers/allottees. So there are no dues and obligation against each other and or any other interested Party or parties and parties are free and independent against each other, as well as all other account between them have been settled and adjusted as such covenant contained in the said registered Development Agreement shall stand cancelled and abrogated and simultaneously



delivered the possession of the First Schedule Property , written hereunder to the Owner herein, was the same identical property being the subject matter of previous Development Agreement.

8. That the said Development Agreement which was registered on 20/02/2018 was cancelled by a Deed of Cancellation of Development agreement dated 01.08.2023 registered at the office of A.R.A. I, **Kolkata** recorded in Book No. I, being the Deed No. 6456 for the year 2023.
9. That the said Power of Attorney registered on 03/07/2018 was also cancelled by a Deed of Cancellation of Power of Attorney dated 01.08.2023 registered at the office of A.R.A.I, Kolkata.
10. Pursuant to such event Owner's Land at present is free from all encumbrances and with the cancellation of the Development agreement dated 20.02.2018 and by the revocation of Power of Attorney dated 03.07.2018 the said Martin Bum Limited has no interest in the said property and the present developer is free to develop the said schedule property.
11. The said Martin Bum has no objection in any manner whatsoever in respect of the development agreement in between the Owner and Developer herein. Further it is also confirmed by the Owner as per best of Owner's knowledge that there is no outstanding liability in whatsoever manner payable by the Developer from the new project arising out of the Development agreement between the Owner and



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Martin Bum Limited. If any liability found subsequently, that will be fully Owner's liability.

12. During the survey of the said land, it was found in the records of the B.L. & L.R.O. that 15 (Fifteen) decimal land in R.S. Dag No. 1626, corresponding to L.R. Dag No. 1644, out of the total, land measuring about 471 decimal, has been recorded as Bargadar and as such this area of the said land, i.e. 15 decimal would not be used for the development and the Owner will hold that land exclusively for itself. Furthermore, the Owner will grant access to this land area of 15 (Fifteen) Decimal in R.S. Dag No. 1626, corresponding to L.R. Dag No. 1644 from the area proposed for development i.e. 456 (Four Hundred Fifty Six) Decimal. However this access will be common with the rest of the area of the project.

C. REPRESENTATION OF THE OWNER

1. The Owner in order to fulfil its requirement of funds for the aforesaid purpose has approached the developer to develop its said land measuring about 456 decimal more or less Bastu land out of total land as per B.L. & L.R.O. Record 589 decimal but total area of land as per nine deeds measuring about 477 decimal, lying and situated in Mouza - Kalikapur, J.L. No. 95, R.S. Dag. Nos. 1602, 1603, 1604, 1605, 1221, 1222, 1622, 1623, 1624, 1625, corresponding to L.R. Dag Nos. 1618, 1619, 1620, 1621, 1624, 1225, 1640, 1641, 1642, 1643, under R.S. Khatian.Nos. 827, 946, 242/972, 975, 408, R.S. Khatian No. 242, L.R. Khatian No. 585, R.S. Khatian No. 247 (L.R. Khatian No. 585), R.S. Khatian Nos. 867, 868, 421, under L.R. Khatian No. 1767, Police Station-Sonarpur, under Kalikapur-I Gram Panchayet, District 24 Parganas (South), to



construct multi storied building(s) in several blocks thereon at the cost of competent Developer.

2. The owner herein has decided to develop in continuation of the aforesaid property with the Developer herein more fully described in the first schedule here under written by constructing several, new multi-storied buildings consisting of residential flats and/or commercial buildings through a competent Developer.
3. **THE OWNER HAS REPRESENTED TO THE DEVELOPER AS follows:**
 - i. The Owner is the legal, exclusive and rightful Owner of and insole and exclusive possession of various parcels of land as mentioned above. The aforesaid Lands are hereinafter collectively referred to as the "Owner's Land" or "Subject Land".
 - ii. By virtue of the aforesaid acts and deeds the Owner shall become the legal, rightful, and exclusive Owner of and otherwise well and sufficiently entitled to all that pieces and parcels of Owner's Land.
 - iii. That the said property does not attract the mischief of Urban Land (Ceiling & Regulation) Act 1976 and/or vesting of land process under West Bengal Land Reforms Act 1955 and rules there to or any other attachment at present.
 - (iv) The Owner further represented to the Developer herein that Land in question and the title of the Owner of are clear and marketable and free from all encumbrances and reasonable doubts and the Owner holds peaceful possession of the same;



- (v) The Owner further declares that the conversion certificate of the Owner's Land from Sali/Doba Land to Bastu Land has been obtained from the competent authority.
- (vi) Relying upon the above representation made by the Owner and information provided by the Owner from time to time and for valid consideration, and believing the same to be true, the Developer has agreed to develop the said landed property and represented to the Owner that it has sufficient resources and expertise as a real estate developer and has proposed to develop the said property for and on behalf of the OWNER more fully described in first schedule hereunder written in accordance with the terms hereof.
- (vii) That the Developer has fully satisfied itself as the freehold marketable title of the OWNER as well as on the basis of representation of the Owner in respect of the said property, in future if any dispute arise over the owner's land in that case the owner shall be liable and undertake to make it clear the right title and interest from the concerned authority within the reasonable time so that project completion period shall not be effected.

D. TERMS AND CONDITIONS OF THE AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Development Agreement and other good and valuable consideration, the Parties with the intent to be legally bound hereby agree as follows:



ARTICLE -1 - DEFINITIONS, INTERPRETATION AND PURPOSE

In this Development Agreement (including the recitals), unless the context otherwise requires, the following expressions shall have the following meanings:

- 1.1 **OWNER** Shall mean INSTITUTE OF INTERNATIONAL TRADE, a Registered Charitable Trust having its office at Premises No.6, Waterloo Street, 5th floor, Room No. 504, Post office & Police Station: Hare Street, Kolkata- 700069, being represented by one of its Trustee DR. DHANPATRAM AGARWAL, (PANACZPA4900E), son of Late Chandu Lai Agarwal, by faith; Hindu, by occupation: Business, having office at premises No. 6, Waterloo Street, 5th floor, Room No. 504, Post office & Police Station: Hare Street, Kolkata-700069, and his heirs, executors, administrators, representatives successors, duly authorized attorney or agents and assigns.
- 1.2 **DEVELOPER** shall mean M/S LARICA SMART HOME LLP, having LLPIN ACA4554 & PAN AAKFL7477N a Limited Liability Partnership Company registered and incorporated under the Limited Liability Partnership Act, 2008, having its Registered Office at 7/1 Gurusaday Road, Ajanta Apartment, Post Office- Ballygaunge, Police Station-Karaya, Kolkata-700019, represented by its Partners, MR. MANISH LAKHOTIA, having PAN ABAPL3373J & Aadhaar No 333848277403, son of Mr. Satish Lakhotia and MR. SHAUNAK LAKHOTIA haing PAN BAIPL1571N & Aadhar no. 919273404411, son of Mr. Manish Lakhotia, both by faith-Hindu, by Nationality-Indian, by Occupation-Business, residing at 7/1, Gurusaday Road, Post Office- Ballygaunge, Police Station-Karaya, Kolkata-700019.



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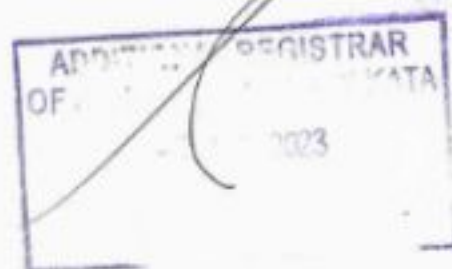
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- 1.3 **THE PREMISES** Shall mean ALL THAT piece and parcel of Bastu land measuring about 456 decimal more or less out of total land as per B.L.& L.R.O. Record 589 decimal but total area of land as per nine deeds measuring about 477 decimal, lying and situated in Mouza-Kalikapur, J.L. No. 95, RS. Dag No. 1602, 1603, 1604, 1605, 1221, 1222, 1622, 1623^ 1624, 1625, corresponding to L.R. Dag No. 1618, 1619, 1620, 1621, 1224, 1225, 1640, 1641, 1642, 1643, under R.S. Khatian No. 827, 946, 242/972, 975, 408, R.S. Khatian No. 242 (L.R. Khatian No: 585, RS. Khatian No. 247) (LR. Khatian No. 585), R.S. Khatian No. 867, 868, 421, under L.R. Khatian No. 1767, P.O. & Police Station- Sonarpur, Block: Sonarpur, under Kalikapur-I Gram Panchayet, Sonarpur Chakberia Road, District 24 Parganas (South), PIN:743613, West Bengal, morefully and particularly described in the first schedule hereto (i.e. owner's land).
- 1.4. **SALEABLE SPACE** shall mean all such spaces in the New Buildings which shall be available for independent use and occupation after making necessary provision for common areas and amenities as required for common use and enjoyment of different units in the New Buildings and shall include the flats/units constructed in said New Buildings as well as Owner's Allocation (i.e. 20% sale proceeds of the entire construction/saleable space upon the said land), morefully mentioned hereunder.
- 1.5 **BUILDING** Shall mean the new multistoried buildings consisting of affordable housing complex or such structures or construction to be constructed in several/different Blocks on the said plot of land by the Developer in accordance with the plan or plans to be



sanctioned/revised/alterd /modified to be sanctioned by Kalikapur-1, Gram Panchayet/Zila Parishad or other statutory authorities as the case may be with the same specifications mentioned in Seventh Schedule hereunder.

- 1.6 **UNIT/UNITS** shall mean and include independent Flat or Flats and/or other independent self-contained space/spaces in the said New Building/s intended to be built and constructed by the Developer to be exclusively used/sold for residential purposes with all fittings and fixtures required for the use and enjoyment thereof as agreed upon by the parties hereto.
- 1.7. **PURCHASER** Shall mean and include such persons intending to purchase unit/plat(s) in the New Building including their heirs, executors, legal representatives, successors, and/or assigns as the case may be.
- 1.8 **PARKING** Shall mean the open and/or covered space in the ground floor of the New Building reserved for the unit/flat Owner for parking cars thereat.
- 1.9 **COVERED AREA** Shall mean and include the built-up area at floor level of any unit including the width of the external walls (except for the walls separating one unit from the other of which 50% only to be added).
- 1.10 **BUILDING/SANCTION PLAN** shall mean such plan of the building which to be sanctioned by Kalikapur-1, Gram Panchayet/ South 24 Parganas Zilla Parishad or other statutory authorities as the case may for construction of the New Building or Buildings (comprising



of several units) on the said property and shall amendments/improvement thereon and/or modification thereof or include any fresh Building Plan with such addition, alteration or modification as prescribed and/or made afterwards by the Developer from time to time.

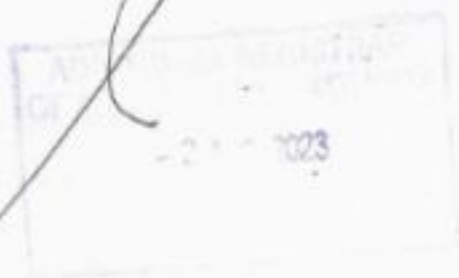
- 1.11 **OWNER'S ALLOCATION** shall mean the Owner's undivided right of 20% of the sale proceeds of flat (s), Unit (s)/garage (s) in several blocks in the proposed multistoried Building (s) on the said plot of land, received from the intending purchaser. The Owner's allocation will be disbursed through Escrow account of the project.
- 1.12 **DEVELOPER'S ALLOCATION** shall mean balance 80% sale proceeds of flat(s), Unit(s)/garage(s) in several block as and when received from the intending purchasers, in the new buildings together with proportionate indivisible share in the common areas and amenities in the New Building and together with proportionate indivisible share in the land comprised in the said property as more fully mentioned in the THIRD SCHEDULE herein. The developer shall be entitled to claim all costs and expenses incurred by him from the intending purchaser(s) for any extra work done by him.
- 1.13 **ARCHITECT** Shall mean such Registered Architect/ Engineer or Finn of Architect having requisite qualifications and experience that the Developer shall appoint for drawing the building plan revised plan of the New Buildings.
- 1.14 **COMMON SPACES & AMENITIES** Shall mean all such spaces which are not saleable spaces in the New Buildings and shall include but not limited to the ultimate roof, entrances, gateways, corridors,

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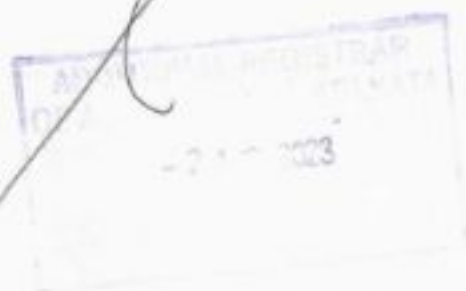
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carriageways, hallways, stairways, staircases with landings, passages, lobbies, driveways, common lavatories, drains, sewerage, STP (Sewerage Treat Plant) underground sewerage external/common plumbing lines for lifting and supply of water, pump room, security guard room, pathways, tube well, underground supply lines / pipes, underground water reservoir, overhead water tank, water pump and electric motor, elevators and other facilities which may be required for the establishment, location, enjoyment provisions maintenance and/or management of the New Building and/or the said premises more fully mentioned in the FOURTH SCHEDULE hereunder written.

- 1.15 **PROPORTIONATE SHARE** Shall mean the undivided and indivisible proportionate share in the Common Spaces & Amenities and in the land situate in the said Property, which the owner(s)/purchaser(s) of each flat/unit shall acquire in proportion to the Covered Area of the respective flat/unit acquired or purchased in the New Building, which must not be altered and encroached by whatever means by any owner or Owner of the new building and further it will run with the right, title and interest of the respective flat/unit which cannot be claimed separately.
- 1.16 **COMMON EXPENSES** shall mean the expenses for the common facilities and purposes including maintenance and upkeep thereof more fully mentioned in the FIFTH SCHEDULE hereunder written.
- 1.17 **CO-OWNER** shall according to the context mean person(s) who will own flats or units in the New Building including the Owner, the Developer or their/its purchasers/nominees.



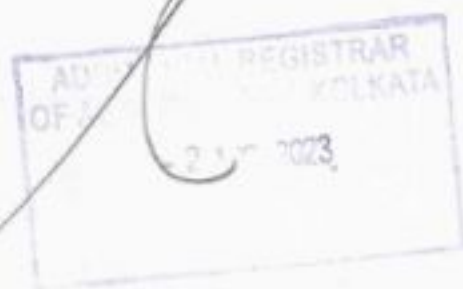
- 1.18 **COMMON PURPOSE** shall mean and include the purpose of upkeep, maintenance, management and protection of the land comprising the said premises and buildings/structures standing thereon and in particular the COMMON SPACES & AMENITIES and meeting all the common expenses and the matters relating to mutual rights and obligations of the Co-Owner and/or their interests relating to the said land and the said buildings and the common use and enjoyment thereof COMMON SPACES & AMENITIES.
- 1.19 **ASSOCIATION** shall mean any Association, Syndicate Body, and Corporate Society appointed for management, upkeep, maintenance and administration of the New Building.
- 1.20 **DEVELOPMENT AGREEMENT** Shall mean the instant Agreement between the Owner and the Developer for the development of the said premises described in First schedule here under written and construction of New Building/s thereon on the terms and conditions herein contained.
- 1.21 **SINGULAR** shall include Plural and vice versa.
- 1.22 **MASCULINE** shall include Feminine and vice versa.
- 1.23 **TRANSFeree** shall mean person(s) or body of individuals to whom any space in the New Building is to be transferred. '
- 1.24 **COMMENCEMENT** shall mean this Agreement shall be deemed to have commenced with effect from the date of execution of this Agreement.



- 1.25 **ADVOCATE** shall mean such person(s) or body of individuals or Firm that the Developer shall appoint for drafting all required documents in respect of the project including agreements, power of attorney, agreement for sale, deed of conveyance and/or any other required document for sale and disposal of Developer's Allocation. The Owner shall be at liberty to appoint their chosen Advocate(s) for drafting necessary documents, sale deeds and others as required in respect of Owner's Allocation and advising them in the matters related thereto at the cost of the Owner.

ARTICLE -II - OWNER'S RIGHT & REPRESENTATION

- 2.1 The Owner is absolutely seized and possessed of and/or sufficiently entitled to the entire property described in First Schedule hereto free from all encumbrances.
- 2.2 The total land area of the said property is 456 decimal be a little more or less.
- 2.3 None other than the Owner shall have any claim, right title or interests or demand over and in respect of the said property or any portion thereof.
- 2.4 The property is free from all encumbrances, charges, mortgages, liens, attachments, Trusts acquisitions whatsoever and/or howsoever.
- 2.5 There is no excess vacant land in the said property within the meaning of the Urban Land Ceiling and Regulation Act, 1976.



ARTICLE -III - DEVELOPER'S RIGHT

- 3.1 The Developer will hold possession of the said plot of land as exclusive+ licensee and the Developer shall have the authority to demolish the old structure, if any in the said property and construct, multi storied New Buildings thereat consisting of residential flats/units, garages, commercial units, shops, in accordance with Building Plan to be sanctioned/ revised/ alter/ modified by Kalikapur-I, Gram Panchayet/Zila Parishad or other statutory authorities as per terms and conditions of this agreement, as the case may be including any addition/alteration and/or change at the choice of the Developer in compliance of applicable statutory rules and regulations entirely at the cost of the Developer.
- 3.2 All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction/clearance including sanction of Building Plan from the appropriate authorities shall be prepared and submitted by the Developer entirely at the cost of the Developer, The Developer shall also bear all fees expenses and outgoings including Architects fees, Lawyers charges, expenses required to be paid or deposited for development of the said property. However, the Developer shall be exclusively entitled to all refunds (if any) out of the deposits made by him upon successful completion of construction of the New Buildings.
- 3.3 It is agreed and recorded that entire finances, costs of construction and charges and expenses of whatsoever nature for completion of the said several blocks in multi storied building(s) on the said plot



of land shall be arranged, by the developer and the owner shall not be liable to incur and pay the same.

- 3.4 It is agreed and recorded that the Developer shall have exclusive right to the Management of the said flat(s)/units(s)/garage(s) and recovery of monthly maintenance for the flat/units etc. to be constructed in several blocks of the multistoried buildings on the said plot of land shall remain with the developer till the formation of Association.
- 3.5 If any amendment or modification is required in the said building plans the same shall be made by the Developer at its own cost and expenses with prior intimation to the Owner and the Developer will pay and bear all fees and Panchayet charges and expenses required to be paid or deposited, for such amendment and/or modification of the building plans.

ARTICLE -IV-PROCEDURE

- 4.1 The Owner hereby shall give to the Developer a Registered Power of Attorney as it is required for the purpose of obtaining necessary permission and Sanction Plan from the different Authorities in connection with the construction of the proposed new building(s) and also for pursuing and following up the matters with the Kalikapur-1, Gram Panchayet/Zila Parishad and other authorities in accordance with the terms of this agreement and also give power to sale the Flat(s), unit(s)/garage(s), Shop(s) and other saleable spaces in the New Building(s) wherein to convey undivided right, title and interest in land to and in favour of the prospective purchaser(s) of Apartments as well as Developer convey the specified super built up



area being constructed on the land in favour of prospective purchaser (s).

- 4.2 After getting the Building Plan of the New Building sanctioned by Kalikapur-1, Gram Panchayet/Zila Parishad or other statutory authorities as the case may be, subject to any amendment, modification or alteration made by Developer with the prior approval from Kalikapur-1, Gram Panchayet/Zila Parishad or other statutory authorities, the Developer shall provide Xerox copies of the Building Plan(s) to the Owner and give notice to the Owner for commencement of the construction work.
- 4.3 The Developer undertakes to inform the Owner about the progress and development status of the project time to time.

ARTICLE - V BUILDING & ITS TRANSFER

- 5.1 The Developer shall at the Developer's cost and expenses construct, erect and complete the New Building(s) at the said premises in accordance with the sanctioned plan/revised plan as per the Schedule of specification for construction as per Seventh Schedule and with good, new and standard materials as approved by the engineer.
- 5.2 The Developer shall construct and complete the said New Building(s) in accordance with the sanctioned building plan subject to any amendment, modification or alteration made by Developer with the sanction/approval of by Kalikapur-1, Gram Panchayet/Zila Parishad or other statutory authorities as the case may be and if



necessary to regularize and obtain revised sanction of Building Plan(s) by Kalikapur-1, Gram Panchayet/Zila Parishad.

- 5.3 The Developer at his own costs and expenses shall install and erect motor pump, underground water storage tanks, overhead reservoirs, electric wiring, sewerage lines, Sewerage treat plant, sanitary fittings, elevators and other facilities in the New Building/s as are required to be provided in a residential building/s having self-contained apartments and constructed for sale of flats therein on Ownership and as mutually agreed.
- 5.4 Any transfer of any part/unit shall be subject to the provisions contained herein regarding use and enjoyment of COMMON SPACES & AMENITIES and obligation for payment of proportionate costs for maintenance/upkeep thereof of the intending purchaser/s.
- 5.5 The Owner shall not do any act, deed or thing whereby the Developer shall be prevented from constructing and completing the said New Building(s).

ARTICLE - VI - COMMON RESTRICTION

The Owner and Developer's respective allocations in the New Building shall be subject to the same covenants, exceptions and obligations regarding use and enjoyment of COMMON SPACES & AMENITIES in the New Building(s) which shall include the following:-

- 6.1 Neither party shall use or permit to use the New Building (s) or any portion thereof for carrying any obnoxious illegal or immoral trade



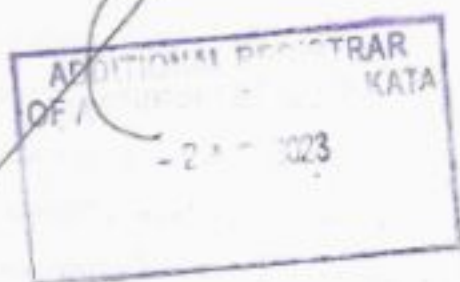
or activity nor use the same for any purpose which may cause any nuisance or hazards to the occupiers of the New Building(s).

- 6.2 Neither party shall demolish or permitted to demolition of any wall or other structure or any portion thereof or make any structural alterations therein without the prior consent in writing of the other in this behalf and without sanction thereof from the by Kalikapur-1, Gram Panchayet/Zila Parishad or any other competent authority.
- 6.3 Both parties shall abide by all Laws, Byclaws, Rules and Regulations of the Government, local bodies-as the case may be 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.
- 6.4 No goods or other items shall be kept by the Owner or Developer and/or their Nominees for display or otherwise in the staircase, corridors or other places of common use in the New Building(s) or on be exterior walls thereof no hindrance shall be caused in .any manner whatsoever in the free movement in the staircase, corridors and other places of common use in the New Building(s).
- 6.5 Neither party shall do or cause or permit to be done any act or thing which render void and voidable any insurance of the building, if any or any part thereof and shall keep the other occupiers of the said building(s) harmless and indemnified from and against the consequence of any breach.
- 6.6 Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion(s) of the building.

ARTICLE -VII - OWNER'S OBLIGATION



- 7.1 The Owner will deliver peaceful vacant possession of the schedule property to the developer on the date of execution of this agreement.
- 7.2 Not to sell, transfer, alienate or encumber the premises so long this agreement shall remain in force and effect up to the period of 60 months from the date of this agreement, which may be extended for a further period of 6 months on mutual consent.
- 7.3 The owner shall ensure that the site of construction remains without obstruction of whatsoever nature and shall extend full co-operation to the developer to erect, construct and complete the several/different blocks of multi storied building(s) to be constructed by the developer.
- 7.4 The Developer shall on behalf of owner shall sign and execute from time to time throughout the course of construction all such plans, papers and documents for the purpose of obtaining such further approval or permissions of the plans together with the modifications thereof or any other work in connection with the development and construction of the said several/different flats on the said plot of land which are required to be signed by the owner for the purpose and fulfillment of the terms of this agreement on the basis of Power of Attorney more fully described hereunder written.
- 7.5 Not to cause any obstruction disturbance and interference in the bonafide construction erection and completion of the said multi storied building(s) on the said premises subject to compliance of all necessary formalities in accordance with law and compliance of the terms and conditions mentioned herein.
- 7.6 To execute registered power of attorney in favour of the Developer at the time of this agreement to comply all the formalities of agreement and construction of the said building lying and situated in Mouza-Kalikapur, Police Station-Sonarpur, within the



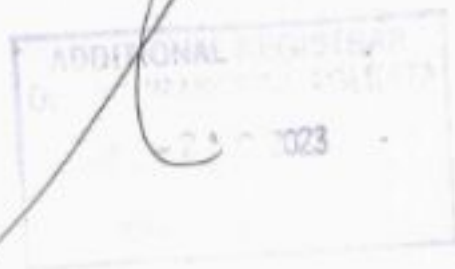
Jurisdiction of the Kalikapur-I Gram Panchayet, District 24 Parganas (South), more fully described in the First Schedule here underwritten.

- 7.7 The Developer shall not be treated in default if the works is delayed due to the reasons amounting to FORCE MAJEURE.
- 7.8 The Owner has agreed to handover the possession of the said plot of land morefully arid particularly described in the FIRST SCHEDULE hereunder written to the Developer at the time of execution of this agreement.
- 7.9 The Owner agrees to provide all relevant papers/documents, required to obtain project approval for housing finance from housing finance banks/N.H.B./Institutions for the intending buyers. .
- 7.10 The owner hereby gives consent to the developer for exclusively selling all the flat(s)/unit(s)/garage(s) in the said several/ different blocks of multi storied building(s) and receive advance(s) as well as balance consideration money from the intending purchasers in its own name. The Developer shall sign, execute and register necessary deed of conveyances and shall present the said deed of conveyance or conveyances before any registrar, additional sub registrar or district sub-registrar competent to register the documents and to admit the execution thereof.
- 7.11 Subject to preceding clauses, the Owner hereby grant exclusive right, authority and permission to the Developer to construct, erect and complete the proposed multi storied building(s) in several/different blocks on the said plot of land in accordance with the sanctioned building plan.
- 7.12 The Developer shall be exclusively entitled to sell all the flat(s)/unit(s)/garage(s) in the several/ different blocks of the multi



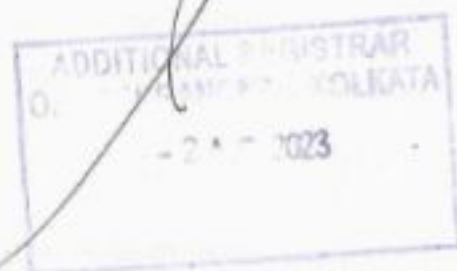
storied building(s) to be constructed or proposed to be erected thereon with the rights to transfer or otherwise deal with or dispose of the same subject to delivery of vacant and peaceful possession in all good and habitable manner and the owner shall not in any way interfere- with or disturb the quiet and peaceful possession of the said flat(s)/ unit(s) and further subject to that 20% of sale proceeds of flat(s)/unit(s)/garage(s) in the several/ different blocks of the multi storied building(s) will be Owner's share.

- 7.13 The Owner hereby agrees and covenants with the Developer not to do any act, deed or thing, whereby the Developer may be prevented from selling assigning and/or disposing of any of the flat(s)/unit(s) and/or selecting the person in whose favour the Developer shall sell/transfer subject to terms and conditions mentioned herein.
- 7.14 That the Owner undertakes that during the continuance of this agreement they must not enter into any agreement with the third party to negotiate in respect of the aforesaid plot of land or any part thereof morefully and particularly described in the FIRST SCHEDULE hereunder written in any way whatsoever.
- 7.15 The Owner, Developer and/or its nominees shall have common right over the land, passage, underground water reservoir overhead water tank, stair, staircase, drainage, septic tank, open spaces, landing, roof etc. as mentioned in the FOURTH SCHEDULE written below in common with the Developer and/or with the purchasers of the flat(s)/ unit(s).
- 7.16 That the Owner declares that the Developer will be entitled to use the existing electric meter if any installed in the said premises during the time of construction of the building and the Developer will pay regular electric consumption charges and the owner will not raise any objection in respect of the same.



ARTICLE - VIII - DEVELOPER'S OBLIGATION

- 8.1 To incur all costs, charges and expenses for construction of the said multi storied building(s) in several/ different blocks of the said land lying and situated in Mouza-Kalikapur, Police Station-Sonarpur, within the Jurisdiction of the Kalikapur-I Gram Panchayet, District 24-Parganas(South),as per plan sanctioned by the concerned authority.
- 8.2 The Developer undertakes to adhere to the timelines specified for completion of project.
- 8.3 To ensure that the Project i.e. the construction work of the proposed multi storied building(s) in different blocks of the said land lying and situated in Mouza-Kalikapur, Police Station-Sonarpur, within the Jurisdiction of the Kalikapur-I Gram Panchayet, District 24 Parganas (South), is duly registered with the West Bengal Real Estate Regulatory Authority (WBREERA) and is in constant compliance with the provisions of the Real Estate Regulatory Authority Act, 2016 as applicable in the state of West Bengal. The Developer further agrees to indemnify the Owner against any liability, penalties, or any other adverse action taken against the Owner by the WBREERA, in connection with the said Project.
- 8.4 To complete the entire construction work of the proposed multi storied building(s) in different blocks of the said land lying and situated in Mouza- Kalikapur, Police Station-Sonarpur, within the Jurisdiction of the Kalikapur-I Gram Panchayet, District 24



Parganas (South), in all respect and fully complete and in habitable condition with all facilities and/or amenities attached thereto.

- 8.5 The Developer shall pay the rents and taxes to the Panchayet and or B. L & L.R.O and/or other outgoings in respect of the aforesaid property till delivery of possession of the flats to the Purchasers.
- 8.6 The Developer also agrees that from time to time the Owner and its authorized representatives shall have the right to inspect the construction of the proposed building without creating any disturbances or obstruction to the buildings.
- 8.7 To enjoy and negotiate with prospective buyers and accept advance(s) as it may think fit and proper from all such person or persons without any interference from the Owner but subject to the due performance of the obligations as contained herein without having any responsibility in any way for receipt of such advance money by the developer and the responsibility for any amount of money received from any persons will be entirely upon the Developer.
- 8.8 That the Developer shall agree to pay the entire incidental charges during construction/completion of the said building(s).
- 8.9 That the Developer shall demolish any existing building/structure by its own labour excluding the boundary walls and instruments taking all safety measures in accordance with the law and receive or appropriate the sale proceeds of the same. The Owner will have no



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OF CHHATTISGARH - BILKATA
- 21.07.2023

liability in any way after delivery of possession of the scheduled property to the Developer.

- 8.10 The Developer hereby declares that the proposed building to be completed within 60 (sixty) months from the date of this agreement, which may be extended for a further period of 6 (Six) months on mutual consent subject to FORCE MAJEURE. The Owner's obligation wherever applicable in the agreement will be subject to Force Majeure.
- 8.11 The Developer will remain bound to construct a reservoir for preserving the drinking water supplied by the Kalikapur-I Gram Panchayet for further supply to all flats at his cost and expenses.
- 8.12 The Developer can use the electric meters which exist but the expenditure on that account will be borne by the Developer.
- 8.13 If the Developer intend to sell, subject to compliance of RERA provisions and Regulations, open car parking space, open space under the sky and other spaces in the open areas and any commercial space and other open commercial spaces in that case the sale proceeds will be divided 20% for the Owner and 80% for the Developer.

ARTICLE IX - CONSIDERATION

- 9.1 In lieu of Owner's allocation mentioned below and on payment of some consideration as stated hereunder the Owner do hereby grant, exclusive right to the Developer to construct multi storied building(s) in different blocks on the land described in the FIRST



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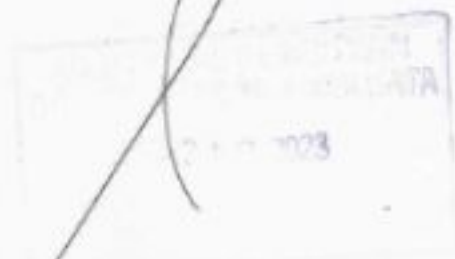
SCHEDULE and also authorize the Developer here in to exclusively sell all the flat(s)/unit(s)/garage(s) to the intending purchaser or purchasers to be selected by the Developer.

ARTICLE - X- OWNER'S INDEMNITY

- 10.1 The Owner hereby undertake that Developer shall be entitled to carry out the said construction and shall enjoy their allocated space without any interference and/or disturbance provided the Developer performs and fulfills all the terms and conditions herein contained and on its part to be observed and performed.
- 10.2 The Owner also undertakes to keep the Developer indemnified against any third party claims and actions in respect of the title of the said property.

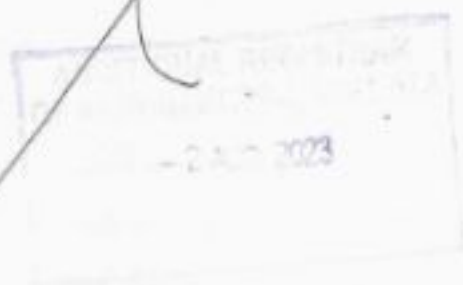
ARTICLE -XI- DEVELOPER'S INDEMNITY

- 11.1 The Developer hereby agrees and covenants with the Owner not to transfer and/or assign this Agreement or any rights or benefits hereunder in favour of any third party without the prior written consent of the Owner. Any transfer of shares or the doing or not doing of any other act deed or thing which results in the management and control of party being changed shall be deemed to be an assignment without consent.
- 11.2 The Developer hereby undertakes to keep the Owner indemnified against all action, suits, proceedings and any third-party claims that may arise out of the Developer's action with regard to the development of the said property and shall be wholly responsible for any illegal act and unauthorized construction and/or unscientific construction within adequate and defective material, which may



endanger and any accident or mishap in the course of demolition of the old building/construction or any time thereafter the safety and security of the New Building for which the Owner shall not be responsible and/or liable in any ways during the construction period. The Developer shall and keep indemnified the Owner against any loss and/or harassment suffered by the Owner for any illegal and unauthorized and defective work or deed of the Developer.

- 11.3 The Developer shall be responsible for and shall make and pay all payments, wages, dues, contributions, entitlements, contractual and/or statutory obligations and requirements of the workmen, suppliers, supervisors, labourers, employees, Architect, Engineers, Brokers and others by whatever name called or describe, appointed, deputed or engaged or required or part on site of the erection, construction and completion of the New Building and the Owner shall under no circumstances be deemed to be the Employer and shall have no responsibility and/or liability for meeting any obligations in any manner whatsoever in the aforesaid matter or otherwise. The Owner agrees to indemnify, keep indemnified, defend and hold harmless the Owner and its assigns and agents against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with respect to any non-compliances, by the Developer, of all the Applicable Laws for development and construction of the Project.
- 11.4 All costs, charges and expenses incidental to the construction of the Project including cost of materials, Architect's Fees and cost of marketing shall be borne, paid and discharged by the Developer and the Developer hereby agrees to indemnify and keep indemnified the Owner from and against all suits, proceedings, actions, claims



and/or demands, costs, expenses and loss whatsoever relating to or in respect of the same.

ARTICLE -XII - G.S.T. APPLICABILITY

12.1 Both the Owner and the Developer have agreed to comply with all the provisions of the Goods and Service Tax, imposed/levied by the Government of India, as amended from time to time during the progress of the construction work and upon completion of the project.

ARTICLE - XIII - CALCULATION OF SALE PROCEEDS FOR THE PURPOSE OF DISBURSEMENT

13.1 The sale proceeds for the purpose of disbursement shall be calculated after deduction of G.S.T.

13.2 ESCROW MECHANISM: All sale proceeds from sale of flats and units alongwith car parking spaces and PLC charges shall be deposited in the Project Bank Account as per RERA norms. Out of such total sale proceeds the developer herein shall be entitled to retain all specified charges upfront from such total sale proceeds, before appropriation and distribution of the same between the parties herein. The Parties shall issue standing instructions to the Banker of the Project Bank Account to transfer (a) 70% (seventy percent) of all amounts deposited in the Project Bank Account to a separate Bank Account of the Developer and this amount shall always be a part of the Developer's Allocation to be used for construction of the Project as per RERA and (b) 30% (thirty percent) of all amounts deposited in the Project Bank Account to another Bank Account operated by the Developer.



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Assurances-I, Kolkata

The Parties shall issue standing instructions to the Banker of this Bank Account to transfer 20% of sale proceeds to separate Bank Accounts of the Owner and the balance to the Developer within next working day. The Parties shall cause quarterly accounting to reconcile the amounts of Owner's Allocation and the Developer's Allocation and the deficit payments shall be completed immediately.

ARTICLE -XIV - MISCELLANEOUS

- 14.1 That the New Building at the said premises shall be named and known as per Developer's choice.
- 14.2 The Owner and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be construed as partnership or as a joint venture between the parties hereto in any manner whatsoever nor shall be parties be constituted as Association of persons.
- 14.3 The decision of the developer regarding the quality of the materials certified by the architect/engineer shall be final and binding between the parties hereto. The Developer at its own cost and expenses shall install and erect the said building/s and also pump, water storage tank, over-head reservoirs, in the said building/s. Temporary electric connection without fitting/s shall be provided in the building/s by the Developer at its cost and expenses until permanent electric connection is obtained and other facilities as agreed by the Developer will be provided by the Developer in the building having self-contained flat/flats constructed for sale of flat/flats/units /garages/shops and other spaces but separate




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electric meters shall however be arranged upon payment of costs as would be required for installations of such meter for supply of electricity in each flat by the respective purchaser/ transferee.

- 14.4 The Developer for and on behalf of the Owner shall be entitled to apply for and obtain electric water gas sanitary telephone or other facilities as required and/or other amenities, and facilities of whatsoever nature as may be required for the said project comprising of several/different blocks to be constructed by the developer and the owner here by accords its consent and further agrees to sign papers and documents including Power of Attorney written hereunder.
- 14.5 All costs, charges, and expenses including, stamping and registration of this agreement as well as general power of attorney including further mutual agreed modification thereof, filling of the land, Panchayat fees and architect and/or engineers' fees during the period of and relating to and/or concerning construction of the building shall be borne and paid by the Developer and the Owner shall not bear any cost and/or expenses in any respect.
- 14.6 It is understood that from time to time to facilitate the construction of the New Building (s) by the Developer various deeds, matters and things not herein specified may be required to be done by the Developer and which the Developer may need the authority of the Owner and various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein, the Owner hereby undertake to do all such acts, deeds, matters and things that may be reasonably required to be done in the matters and the



Owner shall sign and execute any such Power(s) of Attorney and/or authorization as may be required by the Developer for the purpose, and the Owner also undertake to sign and execute all such additional applications and other documents as the case may be PROVIDED that all such acts, deeds, matters and things do not in any way infringe on the rights of the Owner and/or go against the spirit of the Agreement.

- 14.7 The original title deeds relating to the said premises during the continuance of this agreement shall be kept with the Owner at all times and all interested person(s) shall be entitled to have inspection and make extract there from unless and until those required for taking financial assistance for construction by the Developer.
- 14.8 The building proposed to be constructed by the Developer shall be made in accordance with the specifications more fully and particularly mentioned and described in Seventh Schedule hereunder written.
- 14.9 The roof of the New Building shall remain common for the Developer and the Owner.
- 14.10 The Owner and their representatives have the right to inspect/supervise the construction of the New Building as and when required.
- 14.11 This agreement is final and conclusive and shall supersede and/or have indisputable overriding effect over any other agreement, understanding or writing between the parties or any of them and all

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- 2 AUG 2023

such other agreement, understanding or writing if any shall be void and unenforceable.

14.12 The terms of this agreement cannot be varied or modified unless agreed and documented by Owner and Developer herein. Nothing herein contained shall be construed as a demise or assignment or conveyance in law by the OWNER of the said property or any part thereof to the DEVELOPER so as to create any title in respect thereof other than an exclusive right to commercially exploit the said property in terms hereof provided. However the DEVELOPER shall be entitled to avail construction finance from any Bank/s, and/or financial institution and/or non-banking financial institution solely for the purpose of development of the said property without creating any financial liability on the OWNER and the Owner has no objection of the same subject to that the Owner shall not, under any circumstances, be nor be made liable for repayment of construction finance or consequence of default in such payment and further the construction finance amount shall not exceed the developer's share of construction and to be utilized for the purpose of construction of the project. The DEVELOPER shall keep the OWNER indemnified against all actions, suits, proceedings and cost, charge and expenses in respect thereof.

14.13 Any notice required to be* given by the DEVELOPER shall without prejudice to any other mode of service available, be deemed to have been served on the OWNER if delivered by hand and duly acknowledged or sent by prepaid registered/speed-post with acknowledgement due at its address given in this Agreement and shall likewise be deemed to have been served on the DEVELOPER



ADDITIONAL REGISTRAR
OF ASSURANCE
- 2 JUL 2023 -

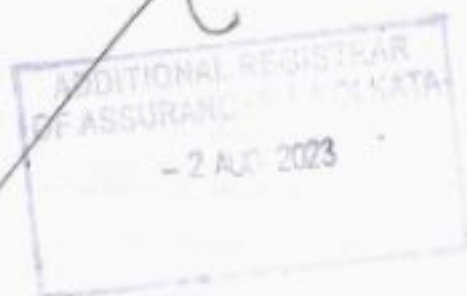
by the OWNER if delivered by hand or sent by prepaid registered/speed post to the office of the DEVELOPER.

14.14 The OWNER hereby fully agrees and consents that the DEVELOPER shall have the right to appoint brokers for sale and marketing of the flats at its costs and the DEVELOPER shall be free to advertise, fix hoardings or signboard of any kind relating to the publicity for the benefit or commercial exploitation of the new building/from the date of execution of this agreement and on completion of the building or earlier, all such advertisements and hoardings shall be cleared off by the DEVELOPER at its own costs.

14.15 The Original copy of this agreement & copies of the deed/s in respect of the said property shall be kept at the City Office of the DEVELOPER or at the office of its agent for the inspection of the intending Purchaser/s.

14.16 If the Developer obtains further sanction for construction of another floor, then in that case the sale proceeds of the entire additional floor will be divided in the ration of 20% of the Owner and 80% of the Developer. After obtaining building. Completion Certificate from the Kalikapur-IGram Panchayet/ Zila Parishad or any other competent authority, any flat(s)/unit(s)/garage(s) and/or other spaces remain unsold, the maintenance charges, rents and taxes and other levies and incidental charges imposed by any competent authority will borne by the owner 20% and Developer 80% of the total outstanding amount.

ARTICLE - XV - FORCE MAJEURE



- 15.1 The parties hereto shall not be liable for any obligation hereunder to the extent that the performance of the relative obligations is prevented by the existence of the Force Majeure in the nature of Flood, Earthquake, Riot, or War, Lockdown, or any catastrophic occurrence and any restriction imposed by the competent authority under law and shall be suspended from the obligations during the existence of such Force Majeure which period of time shall be added to the period for the performance of any obligation by any of the parties hereto as provided in this Agreement. Provided the Developer shall inform the Owner immediately on occurrence of any such FORCE MAJURE incidence and make best efforts to address the situation for early resolution.

ARTICLE -XVI - DEFAULT & TERMINATION CLAUSE

- 16.1 The term of this Agreement shall be for a period of 60 months from date of execution of this Agreement or until the completion of the obligations of the Developer under this Agreement, whichever is later. However, it is clarified that in the event the Developer fails to fulfil its Obligations within the period of 60 months, it shall be liable to pay compensation as mutually agreed.
- 16.2 It is recorded herein that the completion period of the proposed building shall be only sixty months from the date of execution of this agreement. If the Developer fails to complete the proposed Project within sixty months, as aforesaid, in that event Owner shall allow six months more to complete.
- 16.3 It is made clear that, the following shall be considered an Event of Default -



ADDITIONAL REGISTRAR
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- 2 AUG 2023

- i. In the event the Developer fails to start the construction work even after six months from the date of plan sanction; or
- ii. In the event the Developer fails to fulfil at least 50% of the construction and development work, within a period of 36 months from the date of execution of this Agreement; or
- iii. In the event the Developer abandons the construction work after some progress; or
- iv. In the event the Developer fails to adhere to the timelines specified to complete the project or
- v. Any other similar default by the Developer.

ARTICLE - XVII - DISPUTE RESOLUTION AND FORUM

17.1 In case of any dispute, differences or questions arising between the parties with regard to the interpretations, meaning or scope of this Agreement or any rights and liabilities of the parties under this Agreement or out of this Agreement or in any manner whatsoever concerning this Agreement the same shall be referred to the sole arbitration by an arbitral tribunal to be appointed by the parties; the Owner shall be entitled to appoint one Arbitrator and the Developer shall be entitled to appoint another Arbitrator and the two Arbitrators so appointed, shall appoint the third Arbitrator to constitute the Arbitral Tribunal. The arbitration shall be held according to the rules of the Arbitration and Conciliation Act, 1996, and/or statutory modification or enactment thereto and the Award made and published by the Arbitrators shall be final and binding on the parties. Arbitration shall be held in Kolkata and the language shall be in English.

17.2 Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the parties shall




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2 AUG 2023

continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

- 17.3 Courts at Kolkata alone shall have the exclusive jurisdiction to try, entertain and consider all actions suits and proceedings arising out of this Agreement.

THE FIRST SCHEDULE ABOVE REEFED TO

ALL THAT piece and parcel of Bastu land measuring about 456 decimal more or less out of total land as per B.L.& L.R.O. Record 589 decimal but total area of land as per nine deeds measuring about 477 decimal, lying and situated in **Mouza - Kalikapur**, J.L. No. 95, R.S. Dag No. 1602, 1603, 1604, 1605, 1221, 1222, 1622, 1623, 1624, 1625, corresponding to **L.R. Dag No. 1618, 1619, 1620, 1621, 1224, 1225, 1640, 1641, 1642, 1643**, under R.S. Khatian No. 827, 946, 242/972, 975, ^408, R.S. Khatian No. 242 (L.R. Khatian No. 585, R.S. Khatian No. 247) (L.R. Khatian No. 585), R.S. Khatian No. 867, 868, 421, **under L.R. Khatian No. 1767**, P.O. & Police Station-Sonarpur, Block: Sonarpur, under Kalikapur-I Gram Panchayet, Sonarpur Chakberia Road, District 24 Parganas (South), PIN: 743613, West Bengal. Property is butted and bounded as follows:

On the North : By R.S. Dag No. 1255, 1600, 1601, 1606.
On the South : By 26' Feet Wide Road
On the East : By R.S. Dag No. 1613, 1621, 1627, 1628
On the West : By R.S. Dag No. 1254 & 1233.

SECOND SCHEDULE ABOVE REFERRED TO

OWNER'S ALLOCATION

ADDITIONAL REGISTRAR
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- 2 AUG 2023

- a. The Owner shall be entitled to receive 20% (Twenty Percent) of the sale proceeds from the intending purchasers of the flat(s)/unit(s)/garage(s) in several blocks in the proposed multi storied Building(s) on the said Plot of Land.
- b. The above mentioned owner's Allocation shall be together with undivided proportionate share of land and user rights of all common areas including roof right and facilities at the said land lying and situated in Mouza - Kalikapur, Police Station -Sonapur, within the jurisdiction of Kalikapur -1 Gram Panchayat, District - South 24Parganas,more fully mentioned in first schedule above.
- c. It is to be expressly mentioned that the owner shall receive from the Developer 20% of the sale proceeds of all saleable areas.
- d. The Developer shall pay a total sum of Rs.2,25,00,000/- (Rupees Two Crores Twenty Five Lakh Only) to the Owner in the following manner:-
 - i. Rs. 1,00,00,000/- (Rupees One Crore On the date of only) [As Refundable Security Deposit] execution of this Agreement
 - ii. Rs.75,00,000/- (Rupees Seventy Five On the date of Lakh only) execution of this Agreement
 - iii. Rs.50,00,000/- (Rupees Fifty Lakh Only) After three months from the date of execution.

The owner shall issue receipt to the Developer for the amount as and when received.

ADDITIONAL REGISTRAR
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- 24th 2023

- e. The sum of Rs.1,00,00,000/-, as mentioned hereinabove, shall be treated as a refundable security deposit. The said sum shall be refunded during the completion of project after the Owner receives 50% payment of the sale proceeds towards its allocation/share.
- f. If the building/s will be constructed beyond G+III and/or G+IV storied or extended in any way at any time in future ALL. THAT 20% of the sale proceeds of total extended area to be built in the building/s to be constructed on the schedule land along with undivided proportionate share of the said land fully and particularly described in the FIRST SCHEDULE hereunder TOGETHER with common areas and facilities mentioned in the FOURTH SCHEDULE hereunder written together with cost and expenses and outgoings and obligations mentioned in the FIFTH SCHEDULE hereunder written together with several restrictions mentioned in the SIXTH SCHEDULE hereunder written shall belong to the Owner.

THIRD SCHEDULE ABOVE REFERRED TO
DEVELOPER'S ALLOCATION

- a. The Developer is entitled to retain 80% of the sale proceeds of the flat(s)/unit(s)/garages(s) as and when received from the intending purchasers.
- b. The above-mentioned Developer's allocation shall be together with undivided proportionate share of land and user rights of all common areas together with roof right and facilities at the said land lying and situated in Mouza - Kalikapur, Police Station -Sonarpur



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within the jurisdiction of the Kalikapur-1 Gram Panchayat, District-24Pgs(s), more fully mentioned in the FIRST SCHEDULE above.

- c. The said interest free refundable sum paid to the Owner by the Developer shall be refunded with regular payment in proportionately upon payment of 50% of Owner's share.
- d. If the Building will be constructed beyond G+IV storied or extended in any way at any time in future ALL THAT 80% of the sale proceeds of total extended area to be built in the building(s) to be constructed on the scheduled land along with undivided proportionate share of the said land fully and particularly described in the FIRST SCHEDULE hereunder TOGETHER WITH common area and facilities mentioned in the FOURTH SCHEDULE hereunder written together with cost and expenses and out goings and obligations mentioned in the FIFTH SCHEDULE hereunder written together with several restrictions mentioned in SIXTH SCHEDULE hereunder written shall belong to the Developer.

FOURTH SCHEDULE ABOVE REFERRED TO:

COMMON AREAS AND FACILITIES

The common areas and the common parts mentioned in this agreement:-

- (a) Stair case on all the floors.
- (b) Stair case landing on all the floors including thereof of the building.
- (c) Water tank, water pipes and other common plumbing installations.
- (d) Electrical wiring meters.
- (e) General Common Elements of all appurtenance and facilities and other items which are not part of the "Said Unit".



- (f) All land and premises described in the First Schedule hereinabove written whether improved or unimproved.
- (g) Exterior conducts utility lines and underground storage tanks.
- (h) Public connection meters, gas, electricity, telephone and water owned by public utility or other agencies providing such services and located outside the complex.
- (i) Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
- (j) Lift & all elevations including shafts walls machine rooms and apartments facilities.
- (k) All other facilities of elements or any improvement outside the unit but upon the said building which is necessary for convenient to the existence management operation maintenance and safety of the building or normally in common use.
- (l) The foundation fittings columns girders beams support exterior walls of the "Said Unit", side or interior load bearing walls within the complex or concrete floor slab except the roof slab and all concrete ceiling and all stair cases in the said buildings.
- (m) Conduit utility lines telephone and electrical systems contained within the said building.

FIFTH SCHEDULE ABOVE REFERRED TO:

Costs and expenses and outgoings and obligations for which all purchasers are to contribute proportionately:

- (i) The expenses for maintaining, repairing, decorating act, of the main structure and in particular the matter pit and drains, water pipes, electric wires and in under or upon the building and enjoyed or used by the Owner in common with the Other occupiers other



vendors and the main staircase entrance, passage, landing associations room of the building and the boundary walls, etc.

- ii. The costs of the cleaning and lighting the passage landings staircase and other common parts of the building as enjoyed or used by the Intending purchaser and/or co-sharer in common with the owner as aforesaid.
- iii. The cost of decorating the exterior of the building.
- iv. The cost of working and maintenance of electrical installation and over lights, services charges, sewerage, sewerage treatment plant.
- v. Panchayat/Municipal Taxes and other Taxes/Levies.
- vi. The flat owner association may determine other incidental expenses for the maintenance of the building.

SIXTH SCHEDULE ABOVE REFERRED TO:

- a. Not to use "SAID UNIT" for any purpose other than that for the purpose for which it has been constructed.
- b. Not to use and "SAID UNIT" and roof or any portion thereof in such manner which may or is likely to cause nuisance or annoyance to the first occupiers and/or to the owner or occupiers of the other units shall be use the same for any illegal or immoral purpose.
- c. Not to carry on or permit to be carried on upon the "SAID UNIT" any offensive of unlawful business whatsoever not to do or permit to be done anything in the said unit which may be illegal or forbidden under any law for the time being in force.
- d. Not to demolish or cause to be demolished or damaged the "SAID UNIT" or any part thereof.



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OF ASSURANCE, KOLKATA
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- e. Not to do or permit to be done any deed or thing which may render void or voidable any insurance of any flat/ unit or any part thereof or cause any increased premium to be payable in respect thereof.
- f. Not to claim division or partition of the said land and/or the common areas.
- g. Not to decorate the exterior of the building unit flat which will be harmful for the UNIT STRUCTURE of the building.
- h. Not to throw or accumulate any dirt rubbish or other refuse or permit the same to be thrown or accumulated in his said unit or any portion of the building.

SEVENTH SCHEDULE ABOVE REFERRED TO:
STRUCTURE SCHEDULE

Construction will be of standard combination of hollow and solid block bricks with gravel / red bricks and RCC with gravel. Designed by the architect.

FINISHING

External plastered surface shall be painted with cement paint and internal finishing will be white wash only.

DOORS

All doors shall be 25 m.m. thick commercial flush door with aluminium/steel fittings. Frames are of M.S. angle frame finished with enamel paint.

WINDOWS

Fully glazed composite steel windows with steel fittings.

FLOORING

Ceramic tiles flooring in all rooms and toilets.

ADDITIONAL REGISTRAR
OF ASSURANCE KOLKATA

- 2 - 2023

TOILET

One white E.W.C. with P V.C. cistern, white porcelain basin. All pipes will be of G.I. / PVC and fittings will be chromium plated and toilet wall will have coloured glazed tiles upto 4ft and upto lintel level at shower.

ELECTRICAL

All rooms will have a combination of concealed and surface wiring. All wirings will be of aluminium conductors of standard make. All room will consist of two light-points, one fan point and one plug point. One calling bell point will be provided in each flat.

KITCHEN

Raised black stone cooking platform with 2 ft. high white / coloured glazed tiles above cooking platform only and one black stone sink and one tap will be provided. Kitchen will have one light point and one PowerPoint.

SEWAGE

Septic tank, Sewerage treatment Plant

WATER

24 hours water supply from tube well with pump and stand by generator for pump and area lighting only.

EXTRA WORK:

The Developer will charge all extra works other than the specification mentioned above extra. All the electrical wires and bathroom, toilets and kitchen fittings will be of ISI marked good quality materials.

ADDITIONAL REGISTRAR
OF ASSURANCE KOLKATA
- 2 - 2023

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

SIGNED, SEALED AND DELIVERED

By the OWNER in the presence of:-

1. Anurag Agarwal
S/O Dhanpat Ram Agarwal
AE 758, Salt Lake, Kol-64

For Institute of International Trade
Dhanpat Ram Agarwal

SIGNATURE OF THE OWNER

2. Shri Kumar Sharma
S/O Late Maheshwar Sharma
Sardarpur, Muzaffar, Haryana

LARICA SMART HOME LLP

Manish Lakshya

D. Partner

SIGNED, SEALED AND DELIVERED

By the DEVELOPER in the presence of:-

1. Anurag Agarwal

LARICA SMART HOME LLP

Manish Lakshya

D. Partner

SIGNATURE OF THE DEVELOPER

2. Shri Kumar Sharma

Drafted by me

Manish Lakshya
Advocate Advocate

F 992/97

High Court, Calcutta

1

ADDITIONAL REGISTRAR
OF ASSURANCE KOLKATA
-21-10-2023



SPECIMEN FORM FOR TEN FINGERPRINTS



Shangyi Hong

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



Manik Lakshmi

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



Shantika Lakshmi

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



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



ADDITIONAL REGISTRAR
OF ASSURANCE, KOLKATA
- 21-11-2023

MEMO OF CONSIDERATION

RECEIVED with thanks from the within named DEVELOPER the within mentioned sum of Rs. 1,75,00,000/- (Rupees One Crore Seventy Five Lakhs) only payable under these presents.

Dated 02.08.2023 Cheque No. 021251

Axis Bank, Salt Lake

Rs. 1,75,00,000/-

Total

Rs. 1,75,00,000/-

(Rupees One Crore Seventy Five Lakhs) only.

WITNESSES:

1. *Anurag Aggarwal*

For Institute of International Trade
Shamshad Hussain

SIGNATURE OF OWNER Trustee

2. *Shri. K. K. K. K.*





INSTITUTE OF INTERNATIONAL TRADE

Certified copy of the Resolution of the Board of Trustees held on 25th July 2023 at 3 PM at the registered office of the Trustee at 6, Waterloo Street, Suite No.504, 5th Floor, Kolkata-700 069.

Resolved that a Development Agreement be entered into with Larika Smart Home LLP of 7/1, Gurusaday Road, Ajanta Apartment, Ballygunge, Kolkata-700 019 for construction of a housing project on the total area of land measuring about 477 decimal, lying and situated in Mouza- Kalikapur, J. L. No.95 under L.R. Khatian No.1767, P.O. & Police Station-Sonarpur, Block :Sonarpur, under Kalikapur-I Gram Panchayet, Sonarpur Chakberia Road, District 24 Parganas (South), Pin-743 613, West Bengal and Dr. Dhanpat Ram Agarwal the Trustee be and is hereby authorised to execute the said Development Agreement and the Power of Attorney in favour of the said Larika Smart Home LLP and to take necessary steps for registration of the same

Certified to be true copy.

For Institute of International

(Dr. Dhanpat Ram Agarwal)
Trustee

For Institute of International Trade

(Anurag Agarwal)
Trustee



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
- 21 - 2023



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



300820232019609316

GRIPS Payment Detail

GRIPS Payment ID:	300820232019609316	Payment Init. Date:	30/08/2023 17:16:04
Total Amount:	175085	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	7052659595223	BRN Date:	30/08/2023 17:16:33
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr Larica Smart Home LLP
Mobile: 9831444378

Payment(GRN) Details

Sl. No	GRN	Department	Amount (₹)
1	192023240196093178	Directorate of Registration & Stamp Revenue	175085
Total			175085

IN WORDS: ONE LAKH SEVENTY FIVE THOUSAND EIGHTY FIVE 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



192023240196093178

GRN Details

GRN:	192023240196093178	Payment Mode:	SBI Epay
GRN Date:	30/08/2023 17:16:04	Bank/Gateway:	SBIePay Payment Gateway
BRN :	7052659595223	BRN Date:	30/08/2023 17:16:33
Gateway Ref ID:	IGAQCMSXI3	Method:	State Bank of India NB
GRIPS Payment ID:	300820232019609316	Payment Init. Date:	30/08/2023 17:16:04
Payment Status:	Successful	Payment Ref. No:	2001969227/8/2023

[Query No*/Query Yes]

Depositor Details

Depositor's Name:	Mr Larica Smart Home LLP
Address:	Ajanta Apartment, Ballygunge
Mobile:	9831444378
Period From (dd/mm/yyyy):	30/08/2023
Period To (dd/mm/yyyy):	30/08/2023
Payment Ref ID:	2001969227/8/2023
Dept Ref ID/DRN:	2001969227/8/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001969227/8/2023	Property Registration- Stamp duty	0030-02-103-003-02	1
2	2001969227/8/2023	Property Registration- Registration Fees	0030-03-104-001-16	175084
Total				175085

IN WORDS: ONE LAKH SEVENTY FIVE THOUSAND EIGHTY FIVE ONLY.

PAID



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



192023240153460488

GRN Details

GRN:	192023240153460488	Payment Mode:	SBI Epay
GRN Date:	02/08/2023 16:04:31	Bank/Gateway:	SBIePay Payment Gateway
BRN :	5866187010327	BRN Date:	02/08/2023 16:05:17
Gateway Ref ID:	IGAPZATPO1	Method:	State Bank of India NB
GRIPS Payment ID:	020820232015346046	Payment Init. Date:	02/08/2023 16:04:31
Payment Status:	Successful	Payment Ref. No:	2001969227/1/2023

[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr Larica Smart Home LLP
Address: 7/1, Guru Saday Road, Ballygunge
Mobile: 9831444378
Period From (dd/mm/yyyy): 02/08/2023
Period To (dd/mm/yyyy): 02/08/2023
Payment Ref ID: 2001969227/1/2023
Dept Ref ID/DRN: 2001969227/1/2023

Payment Details

SL No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001969227/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	75020
2	2001969227/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				75041

IN WORDS: SEVENTY FIVE THOUSAND FORTY ONE ONLY.

PAID

GOVT OF WEST BENGAL
Department of Registration & Stamp
Rajshahi
CRIPS & BADA
MUMBAI



1. Name of the person who has been appointed as the Additional Registrar of the District of Rajshahi, West Bengal, for the purpose of the CRIPS & BADA, Mumbai, is as follows:-
2. The name of the person who has been appointed as the Additional Registrar of the District of Rajshahi, West Bengal, for the purpose of the CRIPS & BADA, Mumbai, is as follows:-
3. The name of the person who has been appointed as the Additional Registrar of the District of Rajshahi, West Bengal, for the purpose of the CRIPS & BADA, Mumbai, is as follows:-
4. The name of the person who has been appointed as the Additional Registrar of the District of Rajshahi, West Bengal, for the purpose of the CRIPS & BADA, Mumbai, is as follows:-
5. The name of the person who has been appointed as the Additional Registrar of the District of Rajshahi, West Bengal, for the purpose of the CRIPS & BADA, Mumbai, is as follows:-



ADDITIONAL REGISTRAR
OF ALPHANS-1, KOLKATA
- 2 - 2023



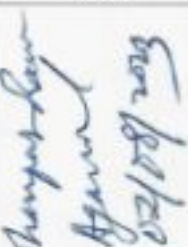
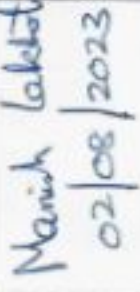
Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - I KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19012001969227/2023

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Dr Dhanpatram Agarwal Flat No: 504, 6, Waterloo Street, City:- Kolkata, P.O:- Hare Street, P.S:- Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700069	Representative of Land Lord [Institute Of International Trade]		 2623	 02/08/2023
2	Mr Manish Lakhotia 7/1, Guru Saday Road, City:- , P.O:- Ballygaunge, P.S:-Karaya, District:- South 24-Parganas, West Bengal, India, PIN:- 700019	Representative of Developer [Larica Smart Home LLP]		 2622	 02/08/2023
3	Mr Shaunak Lakhotia 7/1, Guru Saday Road, City:- , P.O:- Ballygaunje, P.S:- Karaya, District:-South 24-Parganas, West Bengal, India, PIN:- 700019	Representative of Developer [Larica Smart Home LLP]		 3624	 02/08/2023



ADDITIONAL REGISTRAR
OF ASSAM, KATA
- 2023

Sl No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Manish Paul Son of Mr Mrityunjoy Paul 33/5D, Biplabi Barin Ghosh Sarani, City:- Kolkata, P.O:- Ultadanga, P.S:- Maniktala, District:- Kolkata, West Bengal, India, PIN:- 700067	Dr Dhanpatram Agarwal, Mr Manish Lakhotia, Mr Shaunak Lakhotia		 3625	 02/08/2023

(Pradipta Kishore Guha)
 ADDITIONAL REGISTRAR
 OF ASSURANCE
 OFFICE OF THE A.R.A. - I
 KOLKATA
 Kolkata, West Bengal

2023

(C-1)

1916

RECEIVED
1916

RECEIVED
1916

ADDITIONAL REGISTRAR
OF ASSAM
KOLKATA
2023



Major information of the Deed

Deed No :	I-1901-07243/2023	Date of Registration	31/08/2023
Query No / Year	1901-2001969227/2023	Office where deed is registered	
Query Date	01/08/2023 9:36:49 PM	A.R.A. - I KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Manish Paul 7, Red Cross Place, 4th Floor, Kolkata, Thana : Hare Street, District : Kolkata, WEST BENGAL, Pin - 700019, Mobile No. : 9433081545, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4306] Other than immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,75,00,000/-]		
Set Forth value	Market Value		
Rs. 1,50,00,000/-	Rs. 6,83,31,600/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,121/- (Article:48(g))	Rs. 1,75,105/- (Article:E, E, B)		
Remarks			

Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Gram Panchayat: KALIKAPUR-I, Mouza: Kalikapore, JI No: 95, Pin Code : 743613

33613

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1224 (RS :-)	LR-1767	Promoting /Developin g	Shall	0.55 Acre	18,09,200/-	77,22,000/-	Property is on Road Adjacent to Metal Road,
L2	LR-1225 (RS :-)	LR-1767	Promoting /Developin g	Shall	0.02 Acre	66,000/-	2,80,800/-	Property is on Road Adjacent to Metal Road,
L3	LR-1618 (RS :-)	LR-1767	Promoting /Developin g	Shall	2 Acre	65,79,000/-	3,02,40,000/-	Property is on Road Adjacent to Metal Road,
L4	LR-1619 (RS :-)	LR-1767	Promoting /Developin g	Shall	0.17 Acre	5,59,000/-	25,70,400/-	Property is on Road Adjacent to Metal Road,
L5	LR-1620 (RS :-)	LR-1767	Promoting /Developin g	Shall	0.11 Acre	3,62,000/-	16,63,200/-	Property is on Road Adjacent to Metal Road,
L6	LR-1621 (RS :-)	LR-1767	Promoting /Developin g	Shall	1.2 Acre	39,47,000/-	1,81,44,000/-	Property is on Road Adjacent to Metal Road,
L7	LR-1640 (RS :-)	LR-1767	Promoting /Developin g	Shall	0.14 Acre	4,60,500/-	21,16,800/-	Property is on Road Adjacent to Metal Road,
L8	LR-1641 (RS :-)	LR-1767	Promoting /Developin g	Shall	0.15 Acre	4,93,000/-	22,68,000/-	Property is on Road Adjacent to Metal Road,
L9	LR-1642 (RS :-)	LR-1767	Promoting /Developin g	Shall	0.11 Acre	3,62,000/-	16,63,200/-	Property is on Road Adjacent to Metal Road,

L10	LR-1643 (RS :-)	LR-1767	Promoting /Developin g	Shali	0.11 Acre	3,62,300/-	16,63,200/-	Property is on Road Adjacent to Metal Road,
		TOTAL :			456Dec	150,00,000 /-	683,31,600 /-	
		Grand Total :			456Dec	150,00,000 /-	683,31,600 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Institute Of International Trade Flat No: 504, 6, Waterloo Street, City:- Kolkata, P.O:- Hare Street, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700069 , PAN No.: aaxxxxx6r,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Larica Smart Home LLP Ajanta Apartment, 7/1, Guru Saday Road, City:- , P.O:- Ballygaunge, P.S:-Karaya, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 , PAN No.: AAxxxxxx7n,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Dr Dhanpatram Agarwal Son of Late Chandu Lal Agarwal Flat No: 504, 6, Waterloo Street, City:- Kolkata, P.O:- Hare Street, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700069, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: axxxxx0e, Aadhaar No: 82xxxxxxxx8814 Status : Representative, Representative of : Institute Of International Trade (as trustee)
2	Mr Manish Lakhota (Presentant) Son of Mr Satish Lakhota 7/1, Guru Saday Road, City:- , P.O:- Ballygaunge, P.S:-Karaya, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: abxxxxxx3j, Aadhaar No: 33xxxxxxxx7403 Status : Representative, Representative of : Larica Smart Home LLP (as partner)
3	Mr Shaunak Lakhota Son of Mr Manish Lakhota 7/1, Guru Saday Road, City:- , P.O:- Ballygaunge, P.S:-Karaya, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: baxxxxx1n, Aadhaar No: 91xxxxxxxx4411 Status : Representative, Representative of : Larica Smart Home LLP (as partner)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Manish Paul Son of Mr. Mrityunjay Paul 33/5D, Biplobi Barin Ghosh Sarani, City:- Kolkata, P.O:- Ulladanga, P.S.-Maniktala, District-Kolkata, West Bengal, India, PIN:- 700067			
Identifier Of Dr Dhanpatram Agarwal, Mr Manish Lakhota, Mr Shaunak Lakhota			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Institute Of International Trade	Larica Smart Home LLP-55 Dec
Transfer of property for L10		
Sl.No	From	To. with area (Name-Area)
1	Institute Of International Trade	Larica Smart Home LLP-11 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Institute Of International Trade	Larica Smart Home LLP-2 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Institute Of International Trade	Larica Smart Home LLP-200 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Institute Of International Trade	Larica Smart Home LLP-17 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	Institute Of International Trade	Larica Smart Home LLP-11 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	Institute Of International Trade	Larica Smart Home LLP-120 Dec
Transfer of property for L7		
Sl.No	From	To. with area (Name-Area)
1	Institute Of International Trade	Larica Smart Home LLP-14 Dec
Transfer of property for L8		
Sl.No	From	To. with area (Name-Area)
1	Institute Of International Trade	Larica Smart Home LLP-15 Dec
Transfer of property for L9		
Sl.No	From	To. with area (Name-Area)
1	Institute Of International Trade	Larica Smart Home LLP-11 Dec

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Gram Panchayat: KALIKAPUR-I, Mouza: Kalikapore, JI No: 95, Pin Code : 743813

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1224, LR Khatian No:- 1767	Owner: ইনস্টিটিউট অফ ইন্টারন্যাশনাল ট্রেড, Address: 6, বারদৈয় বীচ, পোস্তা- 700073 Classification: ন/ক, Area: 0.55000000 Acre,	Institute Of International Trade
L2	LR Plot No:- 1225, LR Khatian No:- 1767	Owner: ইনস্টিটিউট অফ ইন্টারন্যাশনাল ট্রেড, Address: 6, বারদৈয় বীচ, পোস্তা- 700073 Classification: ক/ক, Area: 0.02000000 Acre,	Institute Of International Trade
L3	LR Plot No:- 1618, LR Khatian No:- 1767	Owner: ইনস্টিটিউট অফ ইন্টারন্যাশনাল ট্রেড, Address: 6, বারদৈয় বীচ, পোস্তা- 700073 Classification: ন/ক, Area: 2.00000000 Acre,	Institute Of International Trade
L4	LR Plot No:- 1619, LR Khatian No:- 1767	Owner: ইনস্টিটিউট অফ ইন্টারন্যাশনাল ট্রেড, Address: 6, বারদৈয় বীচ, পোস্তা- 700073 Classification: ন/ক, Area: 0.17000000 Acre,	Institute Of International Trade
L5	LR Plot No:- 1620, LR Khatian No:- 1767	Owner: ইনস্টিটিউট অফ ইন্টারন্যাশনাল ট্রেড, Address: 6, বারদৈয় বীচ, পোস্তা- 700073 Classification: ন/ক, Area: 0.11000000 Acre,	Institute Of International Trade
L6	LR Plot No:- 1621, LR Khatian No:- 1767	Owner: ইনস্টিটিউট অফ ইন্টারন্যাশনাল ট্রেড, Address: 6, বারদৈয় বীচ, পোস্তা- 700073 Classification: ন/ক, Area: 1.20000000 Acre,	Institute Of International Trade
L7	LR Plot No:- 1640, LR Khatian No:- 1767	Owner: ইনস্টিটিউট অফ ইন্টারন্যাশনাল ট্রেড, Address: 6, বারদৈয় বীচ, পোস্তা- 700073 Classification: ন/ক, Area: 0.14000000 Acre,	Institute Of International Trade
L8	LR Plot No:- 1641, LR Khatian No:- 1767	Owner: ইনস্টিটিউট অফ ইন্টারন্যাশনাল ট্রেড, Address: 6, বারদৈয় বীচ, পোস্তা- 700073 Classification: ন/ক, Area: 0.15000000 Acre,	Institute Of International Trade
L9	LR Plot No:- 1642, LR Khatian No:- 1767	Owner: ইনস্টিটিউট অফ ইন্টারন্যাশনাল ট্রেড, Address: 6, বারদৈয় বীচ, পোস্তা- 700073 Classification: ন/ক, Area: 0.11000000 Acre,	Institute Of International Trade
L10	LR Plot No:- 1643, LR Khatian No:- 1767	Owner: ইনস্টিটিউট অফ ইন্টারন্যাশনাল ট্রেড, Address: 6, বারদৈয় বীচ, পোস্তা- 700073 Classification: ন/ক, Area: 0.11000000 Acre,	Institute Of International Trade

Endorsement For Deed Number : I - 190107243 / 2023

On 02-08-2023

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

Presented for registration at 18:02 hrs on 02-08-2023, at the Private residence by Mr Manish Lakhota ,

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 6,83,31,600/-

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

Execution is admitted on 02-08-2023 by Dr Dhanpatram Agarwal, trustee, Institute Of International Trade (Trust), Flat No: 504, 6, Waterloo Street, City:- Kolkata, P.O:- Hare Street, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700069

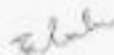
Identified by Mr Manish Paul, . . Son of Mr Mrityunjoy Paul, 33/5D, Biplabi Barin Ghosh Sarani, P.O: Ultadanga, Thana: Maniktala, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700067, by caste Hindu, by profession Advocate

Execution is admitted on 02-08-2023 by Mr Manish Lakhota, partner, Larica Smart Home LLP (LLP), Ajanta Apartment, 7/1, Guru Saday Road, City:- , P.O:- Ballygaunge, P.S:-Karaya, District:-South 24-Parganas, West Bengal, India, PIN:- 700019

Identified by Mr Manish Paul, . . Son of Mr Mrityunjoy Paul, 33/5D, Biplabi Barin Ghosh Sarani, P.O: Ultadanga, Thana: Maniktala, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700067, by caste Hindu, by profession Advocate

Execution is admitted on 02-08-2023 by Mr Sheunak Lakhota, partner, Larica Smart Home LLP (LLP), Ajanta Apartment, 7/1, Guru Saday Road, City:- , P.O:- Ballygaunge, P.S:-Karaya, District:-South 24-Parganas, West Bengal, India, PIN:- 700019

Identified by Mr Manish Paul, . . Son of Mr Mrityunjoy Paul, 33/5D, Biplabi Barin Ghosh Sarani, P.O: Ultadanga, Thana: Maniktala, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700067, by caste Hindu, by profession Advocate



Pradipta Kishore Guha
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
Kolkata, West Bengal

On 05-08-2023

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,75,105.00/- (B = Rs 1,75,000.00/- E = Rs 21.00/- , I = Rs 55.00/- , M(a) = Rs 25.00/- , M(b) = Rs 4.00/-) and Registration Fees paid by by online = Rs 21/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 02/08/2023 4:05PM with Govt. Ref. No: 192023240153460488 on 02-08-2023, Amount Rs: 21/-, Bank: SBI
EPay (SBIPay), Ref. No: 5866187010327 on 02-08-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by online = Rs 75,020/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 02/08/2023 4:05PM with Govt. Ref. No: 192023240153460488 on 02-08-2023, Amount Rs: 75,020/-, Bank: SBI EPay (SBIEPay), Ref. No. 5866187010327 on 02-08-2023, Head of Account 0030-02-103-003-02

Pradipta
Pradipta Kishore Guha
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
Kolkata, West Bengal

On 31-08-2023

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,75,105.00/- (B = Rs 1,75,000.00/- ,E = Rs 21.00/- ,J = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 1,75,084/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 30/08/2023 5:16PM with Govt. Ref. No: 192023240196093178 on 30-08-2023, Amount Rs: 1,75,084/-, Bank: SBI EPay (SBIEPay), Ref. No. 7052659595223 on 30-08-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 1/-

Description of Stamp

1. Stamp Type: Impressed, Serial no 19630, Amount: Rs.100.00/-, Date of Purchase: 02/08/2023, Vendor name: M GHOSH

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 30/08/2023 5:16PM with Govt. Ref. No: 192023240196093178 on 30-08-2023, Amount Rs: 1/-, Bank: SBI EPay (SBIEPay), Ref. No. 7052659595223 on 30-08-2023, Head of Account 0030-02-103-003-02

Satyajit
Satyajit Biswas
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2023, Page from 301507 to 301576
being No 190107243 for the year 2023.



Pradipta

Digitally signed by PRADIPTA KISHORE GUHA
Date: 2023.09.21 14:14:53 +05:30
Reason: Digital Signing of Deed.

(Pradipta Kishore Guha) 21/09/2023
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
West Bengal.