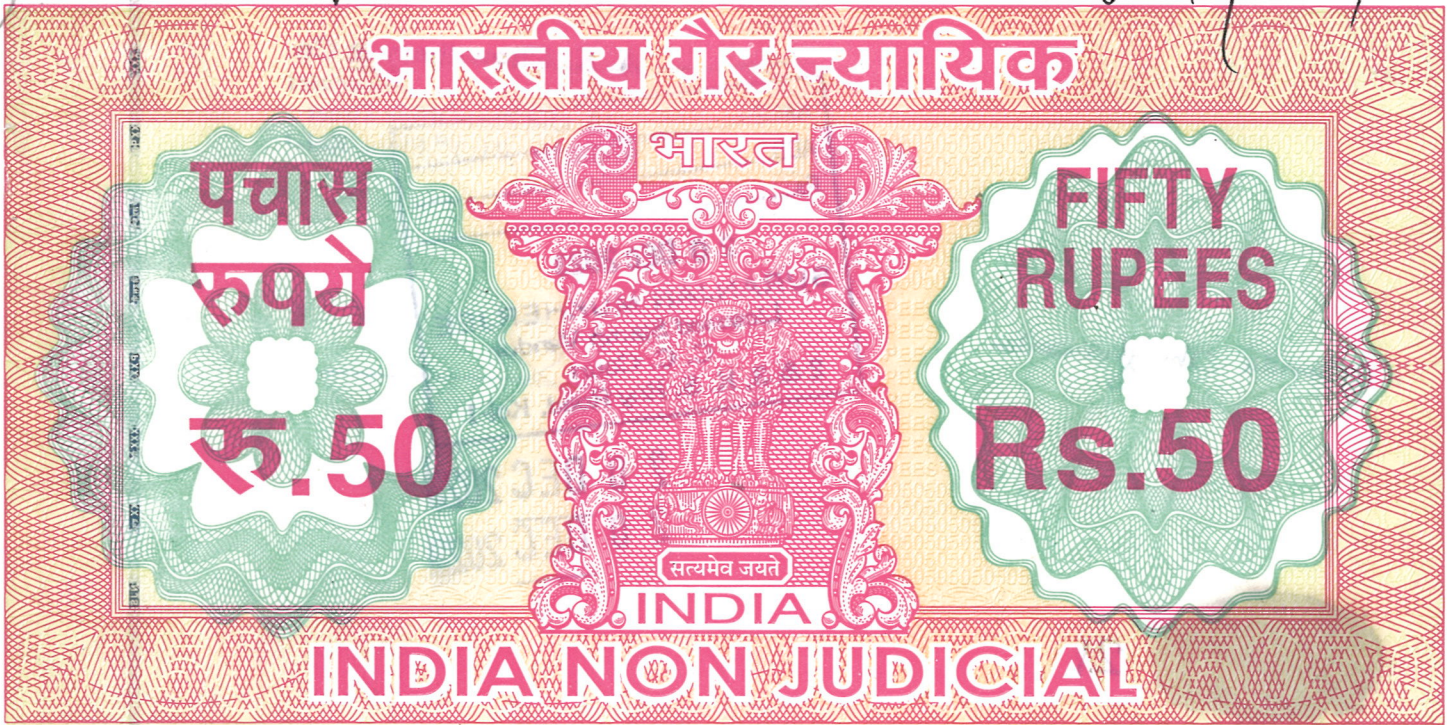


222/2024

✓ 0291/2024



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

REGISTRATION DEPARTMENT PVT. LTD. AH 732547

Additional Registrar of Assurances-IV, Kolkata

2/1/24 7:15/6/2
10:10 am



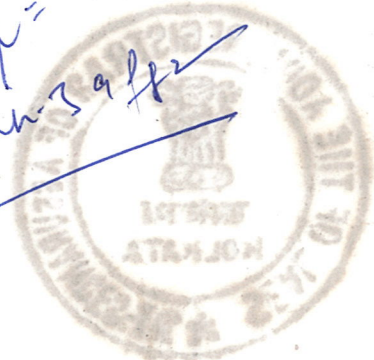
Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

Additional Registrar of Assurances-IV, Kolkata

03/1/24 10:40-39/22

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M = 95872080/



6 JAN 2024

LARICA ESTATES LTD.

DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT is made on this the 03rd day of January 2024

REGISTRATION DEPARTMENT PVT. LTD. KOLKATA

Visit Case No. 003 02/01/24

J(1)-	250
J(2)-	350
Total	600
Realised On	600

ARA-IV Kolkata

210586

A. K. Chowdhary & Co.
Advocates

NAME..... 10, Old Post Office Street
ADD..... Room No. 21, 1st Floor, Kol-1
Rs.....
20 DEC 2023
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kol-1

Danai Jhughnasa

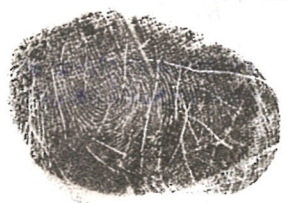
20 DEC 2023
20 DEC 2023



21

BHAWANI URBAN HOUSING DEVELOPMENT PVT. LTD.

Danai Jhughnasa
Director



22

LARICA ESTATES LTD.

Satish Lakhtia
Director Mng. Director

(Satish Lakhtia alias
SATISH CHANDRA LAKHOTIA)



23

Ranjan Roy
s/o late Ranjit Roy
Niranjana Palley
P.O + P.S. - Bamadran
Kolkata - 700070
Coville

**ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA**
- 3 JAN 2024

Additional Registrar of Assurances - Kolkata

BETWEEN

LARICA ESTATES LIMITED (PAN AAACL5431D) a company within the meaning of the Companies Act, 2013 and having its registered office at 52 B Shakespeare Sarani, Kolkata- 700017, P.O. and P.S. Shakespeare Saran, represented by one of its Director and Authorised signatory **Sri Satish Lakhotia alias Sri Satish Chandra Lakhotia** (PAN- ABAPL2094A) son of Sri R.N. Lakhotia, hereinafter referred to as the '**OWNER**' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its legal representatives, successor or successor-in-interest and assigns) of the **ONE PART**.

Satish Lakhotia

AND

BHAWANI URBAN HOUSING DEVELOPMENT PVT. LTD (PAN- AAJCB5411G) a company within the meaning of the Companies Act, 2013 and having its registered office at 829/A, Lake Town, Block-A, Kolkata- 700089, P.S. Lake Town, represented by one of its Director and authorised signatory **Shri Raunak Jhunjunwala, (PAN- AEYPJ0495G)** (AADHAR- 232981284549) son of Shri Sushil Jhunjunwala, by faith Hindu, by occupation Business, by nationality Indian, residing at JJ House, Block-A, 829/A, Lake Town, Kolkata- 700089, hereinafter referred to as the '**DEVELOPER**' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its legal representatives, successor or successor-in-interest and assigns) of the **OTHER PART**.

Raunak Jhunjunwala

WHEREAS:-

- A)** The owner herein has confirmed and assured that Premises No.63/A, G.T. Road (E), Konnagar Hooghly, measuring more or less 3 Bighas 10 Chittaks 39 sqft is absolutely free from all encumbrances mortgages charges liens lispens attachments trusts debutters leases tenancies alignment acquisition requisition and liabilities whatsoever or howsoever.
- B)** The Owner has a clear and valid marketable title in respect of the said premises and is in peaceful physical and vacant possession of the same being duly butted and bounded without any claim or demand interruption



ADDITIONAL REGISTRAR
OF ASSURANCES-1, KOLKATA
- 3 JAN 2024

disturbance or hindrance of any nature whatsoever or howsoever either by Konnagar Municipality or by any other party.

- C)** There is no pending suit or litigation or proceeding filed by or against the said premises in any court of law.
- D)** The Owner has not entered into any agreement for sale, lease, development, tenancy or otherwise for transfer of its rights title, interest or possession in the said premises or any part thereof nor has in any way created any third party interest over and in respect of the said premises.
- E)** There is no legal bar or impediment of any nature whatsoever or howsoever which may prevent the owner herein from developing the said premises for development as envisaged herein.
- F)** The developer is a renowned company having great experience of construction who is in the construction line for several years and has resources to take up the construction of the said premises on certain terms and conditions.
- G)** The owner herein is intended to develop the said premises and with a view of the same, contacted with the developer herein to undertake the development of the said premises by constructing new multi-storied building/s thereupon comprising of several self contained residential flats/units/commercial spaces according to the sanctioned building plan to be duly sanctioned by the Konnagar Municipality from its own financial resources and endeavor for ultimate transfer thereof to the intending purchaser/s on the terms and conditions as agreed herein and contained hereunder.

NOW THIS AGREEMENT WITNESSETH that in pursuance of this agreement the parties hereto have mutually agreed for development and for constructing new multi-storied building/s on the said premises and it is hereby mutually agreed to covenanted and declared by and between the parties hereto as follows:

ARTICLE NO. I

DEFINITION: unless the context or subject otherwise, requires, words of expression contained in this agreement shall have the following meaning

- a) **OWNER:** shall mean the owner named above including its legal representatives, successors, successors-in-office, executors, administrators and assigns.
- b) **DEVELOPER/BUILDER:** shall mean the developer named above and include legal representatives, successors, successors-in-office, executors, administrators and assigns.
- c) **PURCHASER/S:** shall mean and include any intending person, persons, individual, company, partnership firm, Body of Individuals etc. interested in purchasing unit/commercial spaces in the proposed new building/s at the said premises.
- d) **THE SAID PREMISES/PROPERTY:** shall mean and include "All that piece and parcel of land measuring more or less 3 Bighas 10 Chittaks 39 sq ft. comprised in Dag No.13816 under Khatian No.17699 being Premises No.63/A. G.T. Road (E), Konnagar, Hooghly".
- e) **THE NEW BUILDING/S:** shall mean and include the new proposed building consisting of spaces and/or flats, commercial units, car parking and other structures to be constructed on the said premises according to the building plan to be sanctioned by Konnagar Municipality.
- f) **SANCTIONED BUILDING PLAN:** shall mean and include the plan for construction of the proposed multi storied building and/or other structures as may be sanctioned by the Konnagar Municipality and/or other appropriate authority or authorities including all or any amendments thereto and/or modification, elevations, designs, maps, drawings and other specification





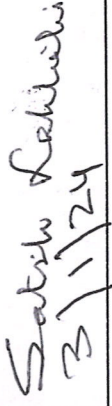



Government of West Bengal

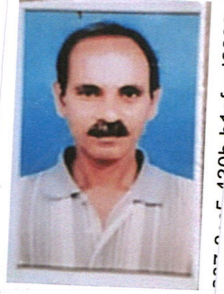

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

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

Signature / LTI Sheet of Query No/Year 19042003177436/2023

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

SI No.	Name of the Executant	Category	Photo	Finger Print 22	Signature with date
1	Mr SATISH LAKHOTIA Alias Mr SATISH CHANDRA LAKHOTIA 52 B SHAKESPEARE SARANI, City:- , P.O:- SHAKESPEARE SARANI, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017	Represent ative of Land Lord [LARICA ESTATES LIMITED]			 3/1/24
SI No.	Name of the Executant	Category	Photo	Finger Print 21	Signature with date
2	Shri RAUNAK JHUNJHUNWALA JJ HOUSE, BLOCK A, 829/A LAKE TOWN, City:- , P.O:- LAKE TOWN, P.S:-Lake Town, District:-North 24- Parganas, West Bengal, India, PIN:- 700089	Represent ative of Developer [BHAWAN URBAN HOUSING DEVELOP MENT PRIVATE LIMITED.]			 03.01.2024

SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print 23	Signature with date
1	Mr RANJAN ROY Son of Late Ranjit Roy Niranjan Pally, City:- Kolkata, P.O:- Bansdroni, P.S:- Bansdroni, District:- South 24-Parganas, West Bengal, India, PIN:- 700070	Mr SATISH LAKHOTIA, Shri RAUNAK JHUNJHUNWALA			<i>Ranjan Roy</i> 03/01/2024

(Mohul Mukhopadhyay)
 ADDITIONAL REGISTRAR
 OF ASSURANCE
 OFFICE OF THE A.R.A. -
 IV KOLKATA
 Kolkata, West Bengal



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



192023240333702888

GRN Details

GRN: 192023240333702888 Payment Mode: SBI Epay
GRN Date: 02/01/2024 16:53:55 Bank/Gateway: SBIEpay Payment Gateway
BRN : 3851316632839 BRN Date: 02/01/2024 16:54:54
Gateway Ref ID: CHO6493195 Method: State Bank of India NB
GRIPS Payment ID: 020120242033370287 Payment Init. Date: 02/01/2024 16:53:55
Payment Status: Successful Payment Ref. No: 2003177436/6/2023
[Query No*/Query Year]

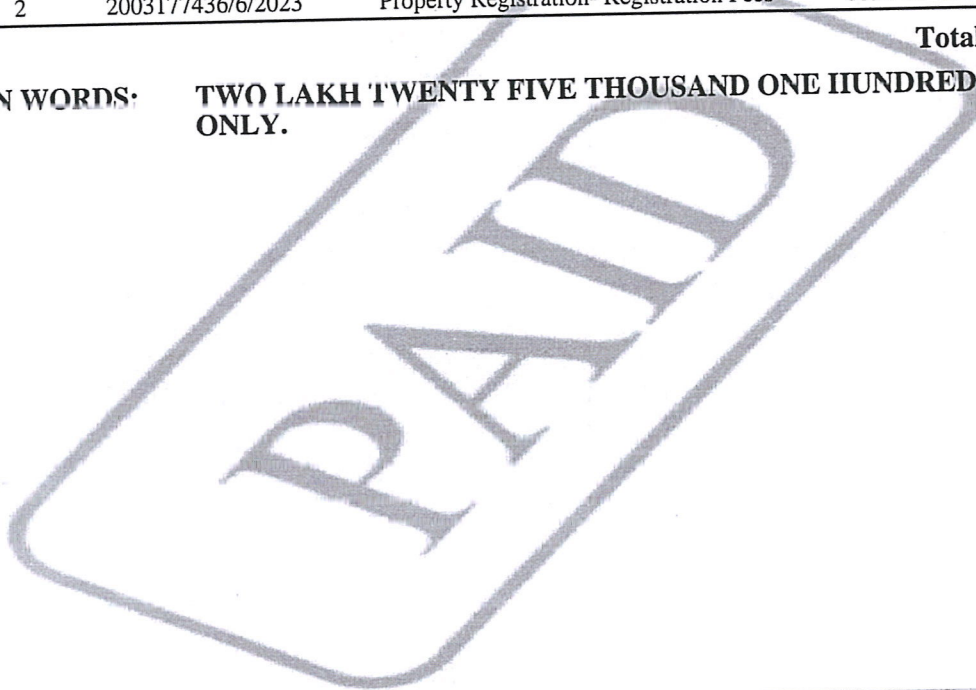
Depositor Details

Depositor's Name: Mr RAUNAK JHUNJHUNWALA
Address: 829/A LAKE TOWN BLOCK A KOLKATA 700089
Mobile: 9831899977
Period From (dd/mm/yyyy): 02/01/2024
Period To (dd/mm/yyyy): 02/01/2024
Payment Ref ID: 2003177436/6/2023
Dept Ref ID/DRN: 2003177436/6/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003177436/6/2023	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2003177436/6/2023	Property Registration- Registration Fees	0030-03-104-001-16	150105
			Total	225126

IN WORDS: TWO LAKH TWENTY FIVE THOUSAND ONE HUNDRED TWENTY SIX ONLY.





Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



020120242033370287

GRIPS Payment Detail

GRIPS Payment ID:	020120242033370287	Payment Init. Date:	02/01/2024 16:53:55
Total Amount:	225126	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	3851316632839	BRN Date:	02/01/2024 16:54:54
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr RAUNAK JHUNJHUNWALA
Mobile: 9831899977

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240333702888	Directorate of Registration & Stamp Revenue	225126
Total			225126

IN WORDS: TWO LAKH TWENTY FIVE THOUSAND ONE HUNDRED TWENTY SIX ONLY.

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



thereof as may be made from time to time for the construction of the proposed multi storied building.

- g) COMMON PARTS/Common Facilities:** shall mean and include the entrance corridors, lobbies, landings, staircases, lift, lift well, lift room, roof/terrace, users right of the building, electric meter room, water pump room, underground and overhead water reservoir, passage and airway, and all open spaces including other common areas, covered spaces, caretaker room, security room, generator room, generator machine etc. whatsoever of the building as may be required for the beneficial use and enjoyment and maintenance of new building and part thereof of the unit holders of the said building.
- h) FLAT/UNIT:** shall mean any self-contained residential space/commercial unit or apartment in the premises including car parking spaces and all fittings and fixtures therein and/or appurtenant thereto agreed to be constructed together with undivided and impartible right title and interest in the said premises.
- i) MEASURING OF THE FLAT AREAS:** shall according to its context mean plinth area of the flats in the building including the balconies and open spaces, if any, adjacent to the said flats and also the thickness of the peripheral walls, internal walls and pillars and also the proportionate shares or area in the staircase and lobbies of the building.
- j) THE SALEABLE AREA/SPACE:** The saleable space shall mean the space in the building available for independent use, transfer, use and occupation along with undivided proportionate interest and share or common area as defined hereinbefore
- k) SUPER BUILT UP AREA:** shall mean the area to be certified by the architect who shall determine the covered area of the said flat/unit/apartment together

thereof as may be made from time to time for the construction of the proposed multi storied building.

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- i) MEASURING OF THE FLAT AREAS:** shall according to its context mean plinth area of the flats in the building including the balconies and open spaces, if any, adjacent to the said flats and also the thickness of the peripheral walls, internal walls and pillars and also the proportionate shares or area in the staircase and lobbies of the building.
- j) THE SALEABLE AREA/SPACE:** The saleable space shall mean the space in the building available for independent use, transfer, use and occupation along with undivided proportionate interest and share or common area as defined hereinbefore
- k) SUPER BUILT UP AREA:** shall mean the area to be certified by the architect who shall determine the covered area of the said flat/unit/apartment together

with the portion of the staircase, common area and such proportionate share in the common parts as per applicable laws.

- l) ROOF:** shall mean and include the entire open space of the ultimate roof and/or top of the building excluding the space required for the installation of the overhead water tank, T.V. antenna, V-SAT and other facilities.
- m) PROPORTIONATE SHARE:** shall mean the proportion in which the covered area of the flat to the total covered area of the premises provided that where it refers to share of any municipal rates and/or taxes amongst the common expenses, then such share of whole, shall be determined on the basis of which such rates and/or taxes being respectively levied i.e. in case the basis of any levy be area, rental, income or user, then the same shall be shared on the basis of area, rents, income or user respectively of the respective flats.
- n) COMMON EXPENSES:** all costs of maintenance, operation, replacing, white washing, painting, rebuilding, reconstruction, decorating, redecorating, and lighting the common parts, etc. salaries of all persons employed, insurance premium, electricity bills, lift etc.
- o) ARCHITECT:** shall mean any experienced and qualified person or persons, firm or firms or a limited company having the proper, requisite and valid license an Building Architect to be appointed and/or nominated by the Developer.
- p) APPLICABLE LAWS:** both the parties shall comply with the acts, provisions, regulations, directives, directions, notifications, circulars and rules of all applicable laws, Goods and Services Tax Act, 2017 (GST), Real Estate (Regulation & Development) Act 2016 (RERA) and/or any equivalent state act and/or central act and Income Tax Act, 1956.

- q) CO-OWNER:** shall mean all persons who have agreed to own units/flats/apartments/commercial units/car parking space in the proposed building in the said premises including the owner/developer for un-acquired units till acquired and/or allotted.
- r) OWNER' ALLOCATION/CONSIDERATION:** shall include: mean and
- i.** ALL THAT proportionate **29% (Twenty-Nine Percent) of the Net Sales Proceed** (as defined in clause-x) received by the developer herein on account of sale of all the flats and units in the said project.
 - ii.** **Rs.1,50,00,000/-(Rupees One Crore Fifty Lakhs only** as refundable and/or appropriable interest free security deposit, to be deposited, by the developer with the owner herein, at the time of execution of this development agreement.
 - iii.** **Rs.1,50,00,000/-(Rupees One Crore Fifty Lakhs) only** as refundable and/or appropriable interest free security deposit, to be deposited, by the developer with the owner herein, after receiving and obtaining sanctions, permissions, no objection certificates, consents from all concerned authorities, municipalities and banks.
 - iv.** That the aforesaid interest free security deposit of Rs.3 crores, received by the owner herein shall be fully exhausted against the proportionate Net Sales Proceed as per a ratio of 75:25 and after exhaustion of the said security deposit the agreed ratio of 71:29 in terms of clause(a) as above shall be applicable. It is clarified that 4% less payment than agreed ratio to the owner will be treated as adjusted against repayment of security deposit. Such Payment shall be calculated and reconciled every month and payable within the 7th days of the month following thereafter.

In consideration of the Developer having agreed to bear the entire cost of construction and charges, the owner shall transfer undivided proportionate share of the land unto

and in favour of prospective purchasers of units or unto the developer as the case may be.

- s) DEVELOPERS' ALLOCATION:** shall mean and include ALL THAT the balance of **71% (Seventy One percent)** of the Net Sales Proceed (as defined in clause-x), received by the developer herein on account of sale of all the flats and units in the said project save and except for exhaustion of the said security deposit as mentioned above.

However, if any further construction is possible and allowed to be constructed on the roof subject to sanctioned plan by the Konnagar Municipality, the terms and conditions including sharing ratio shall apply mutatis mutandis on such further construction.

- t) INTEPRETATION:** Any reference to statute shall include any statutory extension or modification/amendments and its enactment of such statute and the rules regulations or orders made therein. Any covenant, by the Developer and/or other owner not to do of commit act, deed or thing shall mean and include their respective obligations not to permit such act or thing to be done or committed.

- u) MARKETING AGENT:** shall mean and refer to any company or any firm, through whose single window all the flats/units, commercial space and other saleable area of the said project, may be sold in the open market to prospective buyers. The developer, in its sole discretion and if necessary, shall appoint such marketing agent for such single window sale. The said marketing agent shall, in discussion and consultation with the owner and developer, fix the absolute/base market price of the said units/commercial space/saleable areas, as may be required from time to time on market conditions or once at least every six months below which no units/commercial space will be sold (both owners' allocation and developers' allocation) to any prospective buyer along with all specified charges (as defined in clause-y) over and above the fixed/base price. The developer shall have exclusive, unfettered and absolute

- z) RECEIPTS/PAYMENTS:** All monies/consideration on account of sale of salable space in the said project shall be received by the developer herein in its name and shall appropriate the same through an escrow account in terms of this agreement.

- aa) DATE OF POSSESSION:** shall mean the near exact date when the completion certificate is issued in respect of the said project from the Konnagar Municipality.

- bb) SINGULAR:** shall mean and include plural and vice versa.

- cc) MASCULINE:** shall mean and include feminine and vice versa.

ARTICLE II: COMMENCEMENT

This agreement shall be deemed to have been commenced on and from and with effect from the date of the developer making the first payment of security deposit to the Owner.

ARTICLE III: OWNERS' REPRESENTATIONS ON TITLE

The owner is absolutely seized and possessed of the said premises and/or otherwise well and sufficiently entitled in respect of the said property more fully described in the Schedule hereunder written and it has not deposited original title deeds and documents in respect of the said property with any person with an intention to create equitable mortgage or as security for performance of any act or payment of any money and /or there is no violation of any order by any statutory authority and /or no instance of any non compliance/violation of any order by any statutory authority and it has not entered into any agreement for sale and/or development in respect of the said property with any person or company other than the developer herein whosever and also after execution of this agreement it shall not in any manner encumber, mortgage, sell, transfer, let out, demise or otherwise deal with or dispose of the said property except in the manner as hereinafter expressly provided.

ARTICLE IV: DEVELOPER'S REPRESENTATION

a) The Developer having inspected the said property as also the copies of title deed and other documents and papers concerning or relating to the said property and relying on the assurances and representations made by the owner and acting on the good faith thereof have been duly satisfied themselves with regard to the right, title and interest of the owner. However, in case of any defect relating to the right, title and interest being found, or any issue or dispute surfaced or encountered from any statutory authorities, the owner shall rectify and/or cause such defects to be rectified to make the title perfect at its cost. Alternatively, the developer may opt for cancellation of this development agreement and shall be entitled to claim for refund of its entire security amount and the cost of construction, business loss/s and all other costs together with interest thereon till the date of the actual refund.

b) The Developer has sufficient knowledge and experience in the matter of development of immoveable properties and construction of new building and has sufficient means of necessary finance as may be required for carry out the development of the said property and construction of the said building.

c) The Developer, simultaneously with the execution of these presents, has received the vacant and peaceful possession of the said property free from all encumbrances whatsoever.

d) The Developer shall carry out the development in respect of the said property after the owner herein handover permissions/ licenses/conversion certificates/amalgamation certificates from respective authorities in respect of the said property to the Developer.

e) The developer shall be only liable for liabilities as expressed and agreed herein and shall be not liable to bear any liability, whether of any development, maintenance or any other liability, in respect of any adjacent land not forming part of the project land.

f) The developer shall not be bound to perform any act or fulfill any obligation, save and accept as mutually agreed, accepted and expressly written herein. Any obligation towards the Konnagar Municipality that the owner has assumed shall be the owners obligation and the present development agreement shall not expressly and/or by inference shall not bind and/or require the developer to fulfill such obligations and the owner shall be solely responsible and liable to act, and perform such obligation and bear such liabilities.

ARTICLE V: OWNER' AND DEVELOPEPRS' JOINT OBLIGATION.

- a) After handing over vacant and peaceful possession of the said premises unto the developer and if permitted by respective statutory authorities, the developer shall start demolition of the old structure within the project land, if any, and at its sole discretion shall utilize any proceeds and sale of the salvage or any other material. The cost of such demolition including the removal of the debris if any shall also be borne by the developer solely.
- b) The owner shall handover all original title documents/papers related to the said premises to the developer herein and the developer shall be entitled to mortgage the said title documents against obtaining financial assistance/ project loan over the said premises. Interest and charges payable on such financial assistance/ project loan shall be the exclusive liability of the developer herein. The owner herein shall have no liability whatsoever in respect of any project loan.
- c) That the owner shall bear all costs and necessary charges for sanctioning of plan and payment of fees to the concerned municipalities and shall do everything in getting the said plan sanctioned by the Municipality however the issuance of sanctioned plan shall not absolve the Owners responsibilities undertaken with regard to the title of the land and it is expressly agreed that such obligations shall be a continuing obligation.
- d) That on the building plan being sanctioned by the Konnagar Municipality and after getting necessary statutory approvals from all quarters the developer shall start construction of the said building according to the direction and specification and shall

complete the building with fixture and fittings within 48 months from the date of the said sanctioned plan and after getting necessary statutory approvals from all quarters with a liberty of grace period of 06 months reckoned from the last day of expiry of 48 months and shall submit a completion certificate, issued by Konnagar Municipality, to the owner herein.

e) The developer herein shall be at liberty to enter into agreement with prospective buyers of the several flats, parking spaces, garages etc, for the said project through a marketing agent (if appointed)/single window system, at the proposed multi-storied building/s with proportionate undivided share or interest in the land over which the proposed building will be constructed and shall be entitled to receive all monies/consideration amount from prospective buyers in an escrow account. Total proceeds from such agreements/sale shall be received and deposited by the developer in the said escrow account, and out of such total sale proceeds the developer herein shall be entitled to retain all specified charges (as defined in clause-y), upfront from such total sale proceeds, before appropriation and distribution of the same between the parties in terms of (clause-r) herein but subject to refund/appropriable of interest free security deposit as mentioned above.

f) Retention of any unit/commercial space by any of the party herein, is permissible and all terms and conditions shall apply mutatis mutandis to such retention. Furthermore, parties herein may alter and modify their individual sharing ratios if required and mutually permitted.

g) All disputes and differences between the parties hereto in any way related to this agreement and/or arising out of the provisions hereof shall be referred for arbitration. The owner and developer will appoint the arbitrator jointly. Such arbitration shall otherwise be in accordance with the provisions of the Arbitration & Conciliation Act, 1996 as amended till date and the outcome of the said arbitration proceedings shall be final and binding upon the parties hereto.

h) The owner shall execute and register a deed of General Power of Attorney in favour of the Developer on the date of this agreement to facilitate the formalities of

construction, as well as to raise further funds by way of booking flats, and spaces, for sale and transfer of units/commercial space, and also for proper preparation, execution, presentation and registration of documents of the said saleable areas unto the prospective buyers.

i) Both the parties may prepare further documents and papers as to properly commission the said project and such documents and papers shall become piece and parcel of this document.

j) The owner shall complete the process of obtaining fresh sanction plans/permissions at its own costs and charges and shall pay all outstanding arrears of municipal taxes, Khazna, electricity charges and other outgoing if any in respect of the said premises till the execution of this development agreement. Charges for drawing and planning shall be solely paid by the developer.

k) The developer shall be entitled to put its signboards on the said premises stating the name of the developer, its address and other particulars as may be required from the date of execution of this agreement.

l) The parties hereto shall have no right or power, to unilaterally terminate this agreement.

m) It is further specifically agreed that a notice addressed to either party by a registered post with A/D shall be deemed a valid notice duly served upon the parties,

n) That the developer herein shall not cause any unnecessary delay (subject to force majeure) for construction of the said proposed building.

o) If the project is not materialized due to force majeure, the owner shall refund the entire security amount to the developer without any interest and/or charges upon it. If the project cannot be materialized due to any reasons and/or fault, except force majeure, the parties shall mutually decide about their respective remedies.

p) Both the parties herein shall be liable and/or amenable to any law or enactment, if brought into existence during the continuation of this project.

ARTICLE VI-FORCE MAJEURE

i) The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of a force majeure.

ii) Force majeure shall mean any pandemic, lockdowns, flood, earthquake, riot, war storm, civil commotion, strikes or from other acts beyond the control of the parties hereto.

ARTICLE-VII-MISCELLENEOUS

i) Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the owner of the premises or any part thereof to the developer or as creating of any right, title or interest in respect thereof (save and except the contractual right hereby created in favour of the developer) of the developer nor this development agreed be construed any partnership agreement or arrangement other than an exclusive license to the developer to commercially develop the same in terms hereof.

ii) That the developer shall be authorized to apply for and obtain connection of water, electricity to the new building for the purpose of construction or enjoyment of the building.

iii) The developer shall:

i) Install all electricity, gas, water, and telecommunications, serves and surface and soil water drainage to the premises and shall ensure that the same connect directly to the mains thereby benefitting all the intending buyers.

ii) Serve such notices and enter into such agreements with statutory undertakings or other companies as may be necessary to install the services.

iii) Give all necessary or usual notices under any statute affecting the demolition and clearance of the premises and the development, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said premises and pay all costs, fees and outgoing incidental to or consequential, on any such notice and indemnified the owner from and against all costs charges, claims actions suit and proceedings.

iv) Remain responsible and completely liable for due compliance with all statutory requirements whether local, state or central in respect of complying of provisions under various laws and shall also remain responsible for any deviation in construction which may not be in accordance with the plan and has agreed to keep the owner saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.

v) Remain responsible for any accident and/or mishap taking place while undertaking demolition and/or clearance of the site and also while constructing erecting and completing the said project and/or new building and/or buildings in accordance with the said plan and has agreed to keep the owner save harmless and fully indemnified from and against all costs charges claims actions suit and proceedings.

vi) Incur all costs charges and expenses for the purpose of constructing, erecting and completing the said new buildings in accordance with the said plan.

vii) Not to allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said premises or any part or portion thereof.

viii) Not to expose the owner to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, engineer and other agents as may be necessary and/or required for the purpose of construction erection and completion of the said project.

ix) Shall be solely and completely liable for all the materials, fittings and constructions and has agreed to keep the owner save harmless and fully indemnified from and against all costs charges claims action suit and proceedings.

x) That the developer hereby undertakes to keep the owner indemnified against all third party claims and actions arising out of any sort of act or commission of the developer in or related to the construction of the said new building and vice versa the Owner hereby undertakes to keep the developer indemnified against all third party claims and actions arising out of any sort of act or commission of the owner in or related to the title of the land.

xi) That the developer hereby undertakes to keep the owner indemnified against all actions, suits, costs and proceedings and claims that may arise out of the developer's actions with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect herein. For any matter raised under this clause, only developer will be responsible to solve the matter legally and the same may apply to the owner vice versa.

xiii) The developer shall after completion of the said project shall take steps for obtaining completion certificate, to be issued by Konnagar Municipality, and shall serve a copy thereof to the owner herein thereby intimating the owner about completion of the project.

SCHEDULE ABOVE REFERRED TO






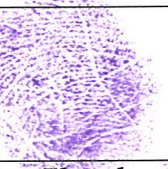

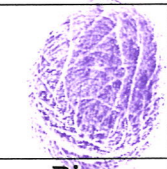






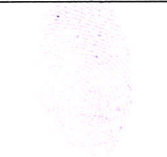



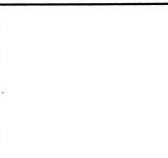
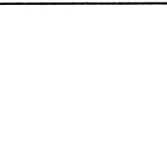
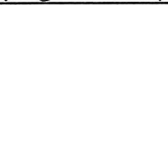
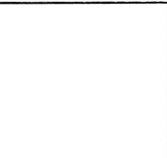
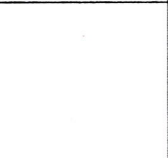
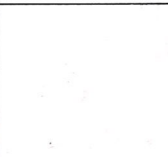
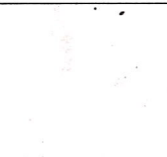
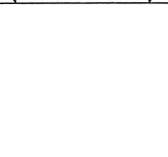
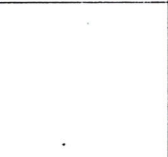
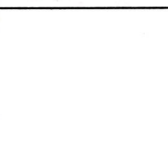
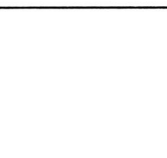
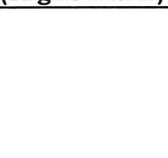
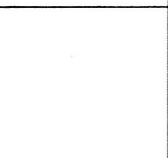
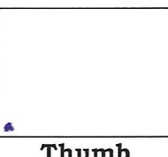
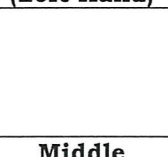
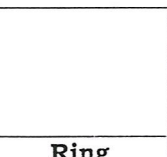
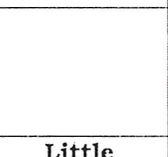
All that piece and parcel of land measuring 3 Bighas 10 Chittaks 39 Square Feet in Mouza Konnagar J L No 7 comprised in LR Dag No. 13816 under L R Khatian No 17699 (New) being Premises No. 63/A, G.T. Road (E), under ward No 15 of the Konnagar Municipality under Assessee No: 2703401050431Konnagar, P.S. Uttarpara, District-Hooghly- 712235 and butted and bounded:

On the North :	Mirpara Lane
On the South :	Land of Habibur Rahaman
On the East :	Gifted land of owner to Konnagar Municipality
On the West :	G.T. Road

Satish Kumar

Pranab Kumar

SPECIMEN FORM FOR TEN FINGERS PRINT

	Satish Kulkarni					
		Little Ring Middle Fore Thumb				
		(Left Hand)				
						
		Thumb Fore Middle Ring Little				
		(Right Hand)				
	Ramai Thiyamsonkar					
		Little Ring Middle Fore Thumb				
		(Left Hand)				
						
		Thumb Fore Middle Ring Little				
		(Right Hand)				
<p align="center">PHOTO</p>						
		Little Ring Middle Fore Thumb				
		(Left Hand)				
						
		Thumb Fore Middle Ring Little				
		(Right Hand)				
<p align="center">PHOTO</p>						
		Little Ring Middle Fore Thumb				
		(Left Hand)				
						
		Thumb Fore Middle Ring Little				
		(Right Hand)				

In Witness Whereof the Parties have executed and delivered this Agreement on the date mentioned above

SIGNED SEALED AND DELIVERED

by the Owner at Kolkata

in the presence of:

1. Ranjan Roy
Nirbanjan Palley
KOL-700070

2. JAYAK DAS
10, STD Post office St.
KOLKATA-1.

LARICA ESTATES LTD.

Satish Lakhotia
Director Mng. Director
(Satish Lakhotia alias
Satish Ch. Lakhotia)

SIGNED SEALED AND DELIVERED

by the DEVELOPER' at Kolkata

in the presence of:

1. Ranjan Roy

BHAWANI URBAN HOUSING DEVELOPMENT PVT. LTD.

Damani Jhunjhunwala
Director

BHAWANI URBAN HOUSING DEVELOPMENT PVT. LTD

(DEVELOPER)

2. JAYAK DAS.

Drafted by me

Satanshu Dey
Advocate
High Court, Calcutta
WB/2142/2009

Major Information of the Deed

Deed No :	I-1904-00291/2024	Date of Registration	06/01/2024
Query No / Year	1904-2003177436/2023	Office where deed is registered	
Query Date	27/12/2023 1:05:01 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	MOUSUMI PAUL 10, OLD POST OFFICE STREET,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 7003301158, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,50,00,000/-]		
Set Forth value	Market Value		
	Rs. 9,58,32,080/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,071/- (Article:48(g))	Rs. 1,50,105/- (Article:E, E, B, M(a), M(b), I)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Hooghly, P.S:- Uttarpara, Municipality: KONNAGAR, Road: G. T. Road - Konnagar, Road Zone : (Holding located on GT Road -- Holding located on GT Road) , Mouza: Konnagar, Premises No: 63/A, , Ward No: 015 JI No: 7, Pin Code : 712235

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-13816 (RS :-)	LR-17699	Bastu	Bastu	3 Bigha 10 Chatak 39 Sq Ft		9,58,32,080/-	Property is on Road
Grand Total :					100.1206Dec	0 /-	958,32,080 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	LARICA ESTATES LIMITED 52 B SHAKESPEARE SARANI, City:- , P.O:- SHAKESPEARE SARANI, P.S:-Shakespeare Sarani, District:- Kolkata, West Bengal, India, PIN:- 700017 , PAN No.:: AAxxxxx1D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

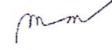
SI No	Name,Address,Photo,Finger print and Signature
1	BHAWANI URBAN HOUSING DEVELOPMENT PRIVATE LIMITED 829/A LAKE TOWN, BLOCK A, City:- , P.O:- LAKE TOWN, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700089 , PAN No.:: AAxxxxx1G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Endorsement For Deed Number : I - 190400291 / 2024

On 02-01-2024

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 9,58,32,080/-



Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

On 03-01-2024

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

Presented for registration at 10:10 hrs on 03-01-2024, at the Private residence by Shri RAUNAK JHUNJHUNWALA ,.

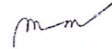
Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 03-01-2024 by Mr SATISH LAKHOTIA, , Mr SATISH CHANDRA LAKHOTIA AUTHORISED SIGNATORY, LARICA ESTATES LIMITED (Private Limited Company), 52 B SHAKESPEARE SARANI, City:- , P.O:- SHAKESPEARE SARANI, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017

Identified by Mr RANJAN ROY, , , Son of Late Ranjit Roy, Niranjn Pally, P.O: Bansdroni, Thana: Bansdroni, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by profession Service

Execution is admitted on 03-01-2024 by Shri RAUNAK JHUNJHUNWALA, AUTHORISED SIGNATORY, BHAWANI URBAN HOUSING DEVELOPMENT PRIVATE LIMITED (Private Limited Company), 829/A LAKE TOWN, BLOCK A, City:- , P.O:- LAKE TOWN, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700089

Identified by Mr RANJAN ROY, , , Son of Late Ranjit Roy, Niranjn Pally, P.O: Bansdroni, Thana: Bansdroni, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by profession Service



Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

On 05-01-2024

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,50,105.00/- (B = Rs 1,50,000.00/- ,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 1,50,105/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/01/2024 4:54PM with Govt. Ref. No: 192023240333702888 on 02-01-2024, Amount Rs: 1,50,105/-, Bank: SBI EPay (SBlePay), Ref. No. 3851316632839 on 02-01-2024, Head of Account 0030-03-104-001-16

Registration under section 60 and Rule 69.
Book - I
Number 1904-2024, Page from 53295 to 53326
No 190400291 for the year 2024.



mm

Digitally signed by MOHUL MUKHOPADHYAY
Date: 2024.01.17 18:06:00 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 17/01/2024
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.