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RUPEES  
Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Certified that the document is admitted  
Registration. The signature sheets and the  
encroachment sheets attached with the  
document are the part of this document.

District Sub-Registrar-1)  
Alipore, South 24-Parganas

11 9 JUL 2024

DEVELOPMENT AGREEMENT WITH RELATED

POWER OF ATTORNEY

**THIS AGREEMENT** made this the ...19<sup>th</sup>...day of June, Two Thousand  
and Twenty-Four at Kolkata

11884

C. Lahiri Advocate  
Allpore Judges Court, Kol-27

NO. \_\_\_\_\_ DATE \_\_\_\_\_  
SOLD TO: C. \_\_\_\_\_  
OF: B. \_\_\_\_\_  
RS. \_\_\_\_\_  
JAYDEEP CHATTERJEE  
16, INDIA EXCHANGE PLACE, KOL-1  
GOVT. LICENSED STAMP VENDOR  
NO. 351RS2016

07 MAY 2024

*[Handwritten Signature]*  
07 MAY 2024

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Identified by me.  
Abhoyto Ghosh  
S/o Lt. Jayantī Kr. Ghosh  
Advocate  
Jaldah Civil Court  
Kol-14

District Sub Registrar-II  
Alipore, South 24 Parganas  
19 JUL 2024  
*[Signature]*

**BETWEEN**

(1) **PS GROUP REALTY PRIVATE LIMITED (PAN AABCP5390E)** a Company incorporated under the Companies Act, 1956 having its registered office at 1002, E M Bypass, Front Block, Police Station-Pragati Maidan (Previously Topsia), Post Office- Dhapa, Kolkata - 700105

(2) **PKC & ASSOCIATES LLP (PAN AAUFP0386J)** a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act, 2008 having its registered office at 1002, E M Bypass, Front Block, Police Station- Pragati Maidan (Previously Topsia), Post Office- Dhapa, Kolkata - 700105,

(3) **SREOME BUILDERS PRIVATE LIMITED (PAN AAECs4070M)** a Company incorporated under the Companies Act, 1956 having its registered office at 1002, E M Bypass, Front Block, Police Station-Pragati Maidan (Previously Topsia), Post Office- Dhapa, Kolkata - 700105,

(4) **PAR CARE RESEARCH & MEDICAL PRIVATE LIMITED(PAN AADCPO842K)** a Company incorporated under the Companies Act, 1956 having its registered office at P-17A, Ashutosh Chowdhury Avenue, Police Station- Bhawanipore, Post Office- Entally, Kolkata - 700014

(5) **SURSARITA TIE UP PRIVATE LIMITED(PAN AALCS0491B)** a Company incorporated under the Companies Act, 1956 having its registered office at P-17A, Ashutosh Chowdhury Avenue, Police Station- Bhawanipore, Post Office- Entally, Kolkata.- 700014

(6) **ANGIRA SALES PRIVATE LIMITED(PAN AAFCA9336B)** a Company incorporated under the Companies Act, 1956 having its registered office at 36/1A, Elgin Road, Post Office- Lala Lajpat Rai Sarani, Police Station- Bhawanipore, Kolkata - 700020,



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(7) **BHUMI VINIMAY PRIVATE LIMITED(PAN AACCB9850C)** a Company incorporated under the Companies Act, 1956 having its registered office at 36/1A, Elgin Road, Post Office- Lala Lajpat Rai Sarani, Police Station- Bhawanipore, Kolkata – 700020,

(8) **DEVKRIPA VANIJYA PRIVATE LIMITED(PAN AACCD4722H)** a Company incorporated under the Companies Act, 1956 having its registered office at 36/1A, Elgin Road, Post Office- Lala Lajpat Rai Sarani, Police Station- Bhawanipore, Kolkata – 700020,

all represented by their Authorised Representative , **Sri Sunil Agarwal**, son of Late Mahabir Prasad Agarwal,(PAN ADAPA9172G)(Aadhar No: 740538323436) by faith- Hindu, by Occupation- Service, residing at Block P, Flat 3A, Sherwood Estate, 169, N.S.Bose Road, Post Office – Narendrapur, Police Station- Now Narendrapur (Previously Sonarpur), Kolkata- 700103 hereinafter jointly referred to as the **OWNER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their successor and/or successors-in-interest and assigns) of the **ONE PART**,

**AND**

**SRIPSK DEVELOPERS LLP. (PAN AEFBS1929H)** a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act, 2008 having its regd. Office at 36/1A, Elgin Road, Kolkata – 700 020 represented by its Partner Mr Keshav Agarwal, (PAN DBBPA3241L) (Aadhar 801501158057), son of Sri Shyam Sunder Agarwal, by Occupation- Business, by faith- Hindu, residing at 2, Justice Chandra Madhab Road, Police Station- Bhawanipore, Post Office- Lala Lajpat Rai Sarani, Kolkata- 700020, hereinafter referred to as the **DEVELOPER/PROMOTER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include successor and/or successors-in-interest and assigns) of the **OTHER PART**.



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**Parties**" shall mean collectively the Owners and the Developer and **"Party"** means each of the Owners and the Developer individually.

**W H E R E A S:-**

- A. The Owners whose title documents are set out in the FIFTH SCHEDULE hereunder are presently seized and possessed of or otherwise well and sufficiently entitled to All That the pieces and parcel of land measuring 5 Bighas and 4 Cottahs more or less comprised in C.S. Dag no. 356 and 356/380 of Khatian No. 564 of District Settlement and Khatian No. 828 of the Revisional Settlement, within Mouza Tangra, J L No. 5, and land measuring 1.65 acres more or less (equivalent to 5 Bighas) comprised in C.S. Dag no. 353 of C.S. Khatian No. 893 corresponding to R.S. Dag No. 353 under R.S. Khatian No. 114 within Mouza Tangra, J L No. 5, Touzi 1298/2833 aggregating to 10 (Ten) Bighas and 4 (Four) Cottahs more or less within Ward No. 58 of Kolkata Municipal Corporation, P.S. Pragati Maidan, (formerly Tangra), numbered as 27 Matheswartala Road, Kolkata 700046 (Assessee No. 110580700883 under Kolkata Municipal Corporation) in the State of West Bengal. (aggregate land measuring 13645.480 square meters) more fully and particularly described in **First Schedule** hereunder written and shown in the map or plan annexed hereto. (hereinafter referred to as the **Said Entire Project Land**).
- B. By a Deed of Gift dated 18<sup>th</sup> July, 2014, registered in the Office of the DSR-III, Alipore, South 24 Parganas, recorded in Book No.1, CD Volume No. 13, Pages from 7119 to 7131, Being No. 05695 for the year 2014, the



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Owners gifted land measuring 12.71 cottah more or less corresponding to 21 decimal on a portion of the Said entire complex to the KMC for construction of a access road.

- C. The Owners have decided to grant the Developer the Development Rights (*as hereinafter defined*) to construct three building blocks wherein the PHASE-1 will comprise the Service Apartment & the Multi Level Car Parking and PHASE-2 will comprise the Hotel and both together shall constitute the "Complex" and thereafter market, promote and sell/transfer and otherwise deal with the Service Apartment Units by executing necessary Definitive Agreements.
- D. The Parties now have agreed to enter into a development agreement for development of the Complex on the Said Project Land more fully described in **the First Schedule** and based on the assurances and representations of the Developer regarding its expertise and competence to undertake the development and Completion of the Project and based on the representations of the Owners regarding title, the Owners have agreed to grant Development Rights (*as defined hereinafter*) to the Developer, by and under this Agreement and the Developer has consented to the same; and the Parties are entering into this Agreement to record their understanding with respect to the terms and conditions for such development of the Land and the Project by the Developer.
- E. The parties have mutually agreed and framed a Scheme for development of the said Project Land as follows:-
- a) The Owner shall do or cause to be done all deeds and things at its costs and expenses to satisfy the Developer as to the title of the Owner to the said project land.



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- b) The Owner shall at their own costs and expenses make out marketable title, free from all encumbrances and hand over vacant and peaceful possession of the said Land immediately after execution of this Agreement, for the purpose of development unto the Developers and shall answer all requisitions that may be made either by the Developers or their Advocates.
- c) The Owner shall level the entire said lands till road level or up to a height of one feet above the highest flood level, whichever is higher, at their cost and expenses.
- d) The Owner shall construct boundary wall at any unbounded portion of the said Land at its costs and expenses.
- e) The Owner shall also be responsible for any litigation related to the title of the Owner to the said Project Land and shall bear all costs associated in that respect.
- f) The Developer shall make its best endeavor to obtain maximum FAR with incremental benefit resulting from Services and the Metro railway passing by near vicinity of the Project land. It is further agreed between the parties hereto that if the Project becomes eligible for any extra FAR, as a result of any change in the government norms or regulations or as a result of any Green Building norms/certifications, and the Owner is interested in availing/purchasing such extra FAR, then the Owner shall bear all the cost & incidental expenses of obtaining such extra/additional FAR, including cost of such certifications.



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- g) The entire project would be developed by the Developer at their own costs and expenses and shall be solely liable to do all acts deeds and things relating to planning of the project, preparation of the Building plans and assisting the Owners in obtaining all permissions from the competent authorities and clearances and no objection certificates from Fire, Pollution and Environment departments required for construction of the building project and making the same fit for construction, habitation and marketing and providing insurance during the entire period of construction and warranty and defect liability for at least five years from the statutory completion certificate for the respective block and the Owner shall be kept fully saved harmless and indemnified in respect thereof.
- h) The Developer shall always remain liable or responsible to comply with its obligations and/or commitments towards the Owner under this agreement, whatever method of development it may adopt in future.

**NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this agreement and other good and valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, the parties with the intent to be legally bound this agreement witnesseth and it is hereby agreed by and between the parties as follows:**

1. **DEFINITIONS:**



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

**AFFILIATE** shall mean with respect to any person, any other person directly or indirectly controlling, controlled by, or under direct or indirect common control with, such person;

**AGREEMENT** shall mean this Agreement along with all annexure and schedules attached hereto and all instruments supplemental to or in amendment or furtherance or confirmation of this Agreement, entered into in writing, in accordance with its terms, including the Power of Attorney;

**APPLICABLE LAW** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;

**ARCHITECT** - shall mean any such person or persons who may be appointed by the Developers as the Architect for the Complex..

**ASSOCIATION** - shall mean any company incorporated under the Companies Act, 1956 or any Association or any Syndicate or a Committee or registered Society as may be formed by Developers for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developers not inconsistent with the provisions and covenants herein contained.



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**CAR PARKING SPACE** – shall mean all the spaces in the portions at the basement or ground floor level, whether open or covered, of the Complex expressed or intended to be reserved for parking of motor cars/scooters.

**COMMON AREAS, FACILITIES AND AMENITIES** – shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, overhead water tank, water pump and motor, drive-ways, common lavatories, Generator, transformer, Effluent Treatment Plant, Fire Fighting systems, rain water harvesting areas and other facilities in the Complex, which may be decided by the Developer in its absolute discretion and provided by the Developer, and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Complex Provided That the Developer shall be liable to provide the minimum areas, installations and facilities

**COMMON EXPENSES** – shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses for the Common Purpose including those mentioned in the **SECOND SCHEDULE** hereunder written which shall arise after obtaining Completion Certificate and to be contributed, borne, paid and shared by the transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge.

**COMMON PURPOSES** – shall mean and include the purpose of managing, maintaining and up keeping the Complex as a whole in particular the Common Areas, Facilities and Amenities, rendition of



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common services in common to the transferees and/or the occupants in any other capacity, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.

**COMPLETION NOTICE** - shall mean the possession notice as defined hereinafter.

**COMPLEX** - shall mean the three Blocks wherein the PHASE-1 will comprise the Service Apartment & the Multi Level Car Parking and PHASE-2 will comprise the Hotel with open areas to be constructed, erected and completed by the Developer in accordance with the Plan.

**DEPOSITS/EXTRA CHARGES/TAXES (EDC)** - shall mean the amounts specified in the **THIRD SCHEDULE** hereunder to be deposited/paid by transferees of the units/ Service Apartments to the Developer and also payable by the Owner and Developer for unsold portions of their allocations.

**DEVELOPER'S and OWNERS ADVOCATES** - shall mean any Solicitor & Advocate, appointed by the Developer for the Project.

**DEVELOPER'S ALLOCATION** - shall mean **40% (Forty percent)** of the total realization from sale of constructed areas of the Service Apartment and Revenues collected from the Hotel to be constructed on the said project Land **TOGETHER WITH** the share in the same proportion in car parking spaces (open and covered), more fully and particularly



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described in Part - I of the **Fourth Schedule** hereunder written **TOGETHER WITH** the undivided proportionate impartible part or share in the said project Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage space

**DEVELOPMENT RIGHTS** shall include (but not be limited to), *inter alia*, the right, power, entitlement, authority, sanction and permission to:

- (i) enter upon and take possession of the entire project land in accordance with this agreement for the purpose of development and construction of the project and to remain in such possession until the completion of the project;
- (ii) to demolish existing structures , if any, on the project land;
- (iii) to put up a sign board at the Project site with brief description of the the impending Project to be developed with the Developer's name inscribed therein.
- (iv) appoint, employ or engage architect, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the planning, design, development and construction of the project;
- (v) to carry out planning, design, all the infrastructure and related work/ constructions for the project, including leveling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations, landscaping and all other common areas and facilities for the total built up area to be constructed on the project land as may be required by any approvals, layout plan, or order of any governmental



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- authority; and to set up site offices, marketing offices and construct sample Service Apartments/ units;
- (vi) to launch the project for booking and receive advances on sale of Service Apartments/units in the project from the intending purchasers and to exercise full, exclusive and irrevocable marketing, leasing, licensing and sale rights in respect of the units and related undivided interests in the project land and enter into agreements of transfer with all intending purchasers of the units and on such marketing, leasing, licensing or sale, to receive proceeds and give receipts and hand over ownership, possession, use or occupation of the units to the intending purchasers;
  - (vii) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the development rights and in connection with all the marketing, leasing, licensing or sale of the units, including execution/ registration of the unit / Service Apartment agreements, appear and present for registration before the jurisdictional registrar or sub registrar towards registration of the documents for sale, lease or transfer of the units/ Service Apartments;
  - (viii) manage the said project land and the common areas constructed upon the entire project land till the completion of the project and transfer/ assign such right of maintenance upon formation of the association and to retain all benefits, consideration etc. accruing from such maintenance of the project and handover the project to the association on its formation;
  - (ix) apply for and obtain any approvals in the name of owners



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or wherever required under the applicable law in the name of the developer, including any temporary connections of water, electricity, drainage and sewerage in the name of the owners for the purpose of development and construction and completion of the project or for any other exploitation of the development rights in the project as per this agreement;

- (x) generally do any and all other acts, deeds and things that are ancillary or incidental for the exercise of the development rights, including any rights stated elsewhere in this agreement.

**ENCUMBRANCE** means any mortgage, lien, charge, non-disposal or other restrictive covenant or undertaking, right of pre-emption, easement, attachment or process of court, burdensome covenant or condition and/or any other arrangement which has the effect of constituting a charge or security interest or other third party interest or negative lien which could affect the construction and development and/or ownership of the Project;

**SAID PROJECT LAND** - shall mean All That the piece and parcel of land measuring 5 Bighas and 4 Cottahs more or less comprised in C.S. Dag no. 356 and 356/380 of Khatian No. 564 of District Settlement and Khatian No. 828 of the Revisional Settlement, within Mouza Tangra, J L No. 5, and land measuring 1.65 acres more or less (equivalent to 5 Bighas) comprised in C.S. Dag no. 353 of C.S. Khatian No. 893 corresponding to R.S. Dag No. 353 under R.S. Khatian No. 114 within Mouza Tangra, J L No. 5, Touzi 1298/2833 aggregating to 10 (Ten) Bighas and 4 (Four) Cottahs more or less within Ward No. 58 of Kolkata Municipal Corporation, P.S. Pragati Maidan, (formerly Tangra),



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numbered as Premises No. 27 Matheswartala Road, Kolkata 700046 (Assessee No. 110580700883 under Kolkata Municipal Corporation) in the State of West Bengal (aggregate land measuring 13645.480 square meters being offered by the Owners for development

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

**MARKETING** - shall mean selling, with any space in the complex to any transferee for owning and occupying any Service Apartment, unit, office block, show room, shop room and/or constructed space by the Developer for self and/or on behalf of the Owners in terms hereof.

**NEW BUILDINGS** - shall mean the new Service Apartment building and Multi Level Car Parking to be developed in the First Phase and a Hotel Building to be Developed in the Second Phase in the Complex to be constructed, erected and completed in accordance with the Plan on the said land.

**OWNERS' ALLOCATION** - shall mean **60% (Sixty percent)** of the total realization from sale of constructed areas of the Service Apartment and Revenues collected from the Hotel to be constructed on the said project Land **TOGETHER WITH** the share in the same proportion in car parking spaces (open and covered), more fully and particularly described in Part - II of the **Fourth Schedule** hereunder written **TOGETHER WITH** the undivided proportionate impartible part or share



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in the said project Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage space

**PLAN** – shall mean the plan to be sanctioned by the concerned Kolkata Municipal Corporation or any other sanctioning authority as the case may be Together With all modifications and/or alterations thereto and/or revisions thereof from time to time made or to be made by the Developer either under advice or on the recommendation of the Architect as decided by the Developer from time to time and approved by the sanctioning authorities.

**PROPORTIONATE OR PROPORTIONATELY** – according to the context shall mean the proportion in which the revenue from the sale of space and/or spaces , as the case may be, shall be shared between the owners and the Developer.

**SALE PROCEEDS** shall mean and include all amounts, considerations and receipts, whether one time or periodical, as may be received and collected from the Intending Purchasers for (a) transfer of the Service Apartments/ Unit(s) and proportional undivided interest in the Land to Intending Purchasers; (b) transfer of exclusive car park areas/ spaces; and (c) transfer of proportionate Common Areas and facilities; (d) leasing/ licensing/ renting of Service Apartments/ Unit(s) in the Project which are not transferred on outright sale basis; BUT shall not include any amounts received or collected by the Developer towards:

- (i) any GST or any other present or future taxes/cess or any other statutory or government levies or fees/ charges on development, construction or sale/transfer of any Service Apartments/ Units or otherwise on the Project;



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- (ii) any electricity/ water or any other utility deposits;
- (iii) any moneys collected/ received from the Purchasers for providing facilities/ utilities including electricity, water, club amenities/ equipment etc.;
- (iv) any monies collected towards maintenance and/or contribution towards corpus fund, any amount received from the prospective Purchasers towards legal charges, share money, society membership fees, stamp duty, registration fee, documentation charges for transfer of Service Apartments/ Unit(s) and other incidental and allied costs, expenses, of all deeds, documents, agreements, collected from the prospective purchasers;;
- (v) all fitment charges, furniture, machineries, equipment, furnishing, tools, etc., if any, to be provided to in the Institutional Units;
- (vi) any grants and/or subsidies to be received for or in connection or in relation with the development work of the Project from the Authorities concerned under any Governmental or Statutory Schemes;
- (vii) any money collected on account of Cancellation charges and Nomination.
- (viii) any payment which may be specifically stated elsewhere in the Agreement to be solely realised and appropriated by the Developer; and

**TOTAL REALIZATION** shall mean the sale proceeds as defined above realized from the sale of saleable areas, signage spaces, car parking spaces, common areas arising from sale and transfer but excluding



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Cancellation charges, Nomination charges, Extra Charges and Deposits etc

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

**SIGNAGE SPACE** – shall mean all signage and display spaces outside all Service Apartment / Units/ spaces in the common areas of the commercial area, if any and the Complex and the exterior of the new buildings including the roofs, car parking area and the open areas of the new buildings as also the boundary walls of the Complex.

**SPECIFICATION** – shall mean the specification for the said Complex subject to minor alterations or modifications with the consent of the Architect.

**TITLE DEEDS** – shall mean the documents of title of the Owners in respect of the entire project Land mentioned in the **FIFTH SCHEDULE** hereunder written and the documents of title of the Owners as available in respect of the said Land.

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

**TRANSFeree/PURCHASER** – according to the context shall mean all the prospective or actual transferees who would agree to purchase or shall have purchased any Service Apartment/ Unit in the Complex and



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for all unsold Service Apartment/ Unit and/or Units in the Owners' allocation shall mean the Owners and for all unsold Service Apartment/ Unit and/or Units in the Developer's Allocation shall mean the Developer.

## **2.INTERPRETATION:**

In this agreement save and except as otherwise expressly provided –

- i) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- ii) the division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- iii) when calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- iv) all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.



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*[Signature]*

- v) the words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.
- vi) Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.
- vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated. all the aforesaid recitals shall form integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

### **3. PURPOSE**

3.1 This Agreement is to set forth the terms and conditions with respect to and pertaining to the grant of the Development Rights by the Owners with respect to the Said Project Land in favour of the Developer, the nature of the Project to be developed by the Developer and the rights and obligations of the Parties towards the implementation of the Project.

3.2 The Parties shall extend all cooperation to each other and do all such acts and deeds that may be required to give effect to and accomplish the provisions and purposes of this Agreement. The Owners shall provide all assistance to the Developer that may be required by the Developer from time to



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time for the purpose of carrying out the transactions contemplated hereby.

3.3 If, for any reason whatsoever, any term contained in this Agreement cannot be performed or fulfilled, then save and except any other rights the Parties respectively may have against the other under this Agreement or in law, the Parties shall meet, explore and agree to any alternative solutions depending upon the changed circumstances, but keeping in view the spirit and objectives of this Agreement.

4. **OWNERS' REPRESENTATIONS:** The Owners have represented to the Developer as follows:-

(a) The Owners trace their title successively from the C.S and R.S recorded owners right upto the L.R stage and possess clear, marketable, unfettered, absolute and unrestricted right, title and interest and pursuant thereto are seized and possessed of and well and sufficiently entitled to the Said land which is properly identified by metes and bounds in accordance with Mouza map as well as the Smart Plan . No person other than the Owner has any right, title and/or interest, of any nature whatsoever in the Said land or any part thereof and the Owners have made all payments to be made in terms of the sale deed/ documents under which the Said Land were acquired and there are no impediments, defaults, omissions or constraints whatsoever with regard to the rights, ownership, titles, estate, privileges and interests vesting in the Owner. All current and antecedent



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title documents have been duly registered and stamped at the correct valuation of the Said Land as required under law;

- (b) The Owners have full right, power and authority to enter into this Agreement.
  
- (c) The Owners represent that they have made all material disclosures in respect of the Said Land and have provided all information in relation to the transactions contemplated herein and all original documents of title of the Owner and all other title related documents such as Powers of Attorney, Wills, Probates, Letters of Administration, Heirship certificates, Faraznama and/or sworn affidavits affirming heirships and Court Order granting permission to Trusts enabling purchase or sale of land etc wherever necessary with regard to the chain of title are in its custody and the Owners agree to deposit the same in the custody of the Developer's Advocates, whom the parties have agreed to appoint as the Escrow Agent, to be held in Escrow and after formation of the Association, hand over the documents to the Association of Apartment owners.

For the purpose of due diligence by the Developer if any further documents are required, the Owners undertake to provide the same such as:

- (i) documents establishing Legal Heirship, Faraznama of the predecessors in title of the owners;



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- (ii) any document establishing requisition of land whether subsequently acquired or not ;
  - (iii) Copies of Powers of Attorney granted by predecessors in interest of the Owners.
- (d) The Owners further represents that no part of the Land is affected by the West Bengal Thika Tenancy (Acquisition & regulation) Act 2001 or the erstwhile Kolkata Thika and other Tenancies and Lands (Acquisition and Regulation) Act, 1981.
- (e) The Owners shall do or cause to be done all deeds and things at its costs and expenses to satisfy the Developer or its Advocates as to the title of the Owner to the said land and agree to ensure that no other person, acting under or through them, does, any act of commission or omission that (i) interferes with or causes any obstruction or hindrance in the exercise of any of the Development Rights by the Developer; or (ii) whereby the grant or assignment of the Development Rights or the rights of the Developer in respect of the Said Project Land are prejudicially affected. In the performance of their duties and the exercise of its rights, powers and authorities under this Agreement, the Owners shall act in the best interests of the Project and shall not, in any manner whatsoever do any act, deed or thing that is detrimental to or against the interests of the Developer.
- (f) The Owner shall apply for and obtain the mutation of the non mutated portions of the said land in the names of the Owners at their cost and expenses.



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- (g) The Owners further represents that neither they nor their predecessors held any excess vacant land within the meaning of Urban Land (Ceiling and Regulation) Act, 1976 and if required the Owner shall apply for and obtain necessary no objection certificate from the competent authority under the said Act at its cost and expenses.
- (h) The Owner shall obtain conversion of the said land to 'Vastu use' under the West Bengal Land Reforms Act at its cost and expenses.
- (i) The Said Land and all parts of it are free from all kinds of Encumbrance and third party claims including any prior sale/ agreement to sell, lease/license/ allotment whether flat buyer agreement, plot buyer agreement or villa buyer agreement or any other agreement or memorandum of understanding for sale, booking of any Service apartment or any other space/ area gift, mortgage, tenancy, license, trust, exchange, lease, encroachment by or settled possession of a third party or any power of attorney or any other authority, oral or otherwise empowering any other person(s) to deal with the Said Land or any part thereof for any purpose whatsoever, claims, loan, surety, security, lien, court injunction, litigation, stay order, notices, charges, disputes, acquisition, attachment in the decree of any court, hypothecation, income tax or wealth tax attachment or any other registered or unregistered Encumbrance whatsoever. No part or portion of the Said Land has vested under any law in force and The Said Land is properly contiguous land and there are no



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impediments with regard to the development and construction of the Project on the Said Land;

- (j) The Owners are in absolute compliance of the Applicable Law, all statute, law, land ceiling laws, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration including rules and regulations prescribed by the Kolkata Improvement Trust (KIT) as the case may be as well as the Land Use & Control Development Plan of the KMDA or WBHIDCO, having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question as in effect as of the date of this Agreement;
- (k) No part or portion of the Said Land is classified as 'industry'.
- (l) No part or portion of the said Owner's Land falls under the East Kolkata Wetlands (Conservation and Management) Act, 2006,
- (m) There are no structures on the Said Land which are recorded as 'Heritage' Property.
- (n) The said land does not fall in a Cantonment area or in a Zone having any military establishment within 500 meters
- (o) The Said Land does not fall under a forest zone.



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- (p) The provisions of the Coastal Regulation Zone under the Environment Protection Act , 1986 do not apply to this land.
- (q) The Said Land was never subject to any restrictions provided in Chapter IIA of the West Bengal Land Reforms Act, 1955 with regard to tribal rights
- (r) The Owners further represent if any dispute arises in future the Owner shall be responsible for any litigation related to their title to the said Project land and in that event, the Owners shall, at their own costs and expenses, settle all disputes, claims, demands, suits, complaints, litigation, etc. in relation to the right, title and interest of the Owners over the Said Project Land and ensure that the development and construction of the Project by the Developer shall not be interrupted, obstructed, hampered or delayed in any manner by such disputes, claims, demands, suits, complaints, litigation, etc. Further, the Owners agree and acknowledge that in the event the Developer incurs any costs, expenses, damages etc. to rectify or remedy the title of the Owners to the Said Project Land, it shall be entitled to deduct such incurred amounts from the Owners' share in revenue with interest.
- (s) The Owners represent that they shall not (i) initiate, solicit or consider, whether directly or indirectly, any offers or agreements from any third party for the sale/ transfer or disposal of the Project Land or any rights or entitlements, including any Development Rights in the Said Project Land,



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in any manner whatsoever; (ii) enter into any arrangement or agreement of any nature whatsoever for sale/ transfer or disposal of the Said Project Land (or any rights or entitlements, including any development Rights in the Land), in any manner whatsoever with any other person; (iii) negotiate or discuss with any third party the financing, transfer, mortgage of the Said Land (or any rights or entitlements, including any development Rights in the Project Land); and (iv) disclose any information pertaining to this Agreement or Said Project Land to any other person.

- (t) The Owners represent that no part or portion of the said land ever belonged to any Debtor trust / or to any Minor ;
- (u) The Owner shall obtain and co-operate with the Developer in obtaining all certificates which may be required for the purpose of completing the registration of sale deeds or other deeds and /or for transferring the title for undivided share of the land unto and in favor of the ultimate buyers after obtaining the Completion Certificate.
- (v) The said land or any part thereof is, not affected by any requisition or acquisition of the Govt or any other statutory body such as the HIDCO, Housing Board, PWD or National Highway Authority or Road alignment of any authority or authorities under any law and the said land is not attached under any decree or order of any Court of Law or dues of the Income Tax, Revenue or any other Public Demand.



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- (w) There is no prohibitory orders, notices of any nature whatsoever of any Municipal Authority or Statutory Body concerning or relating to or involving the Said Land or the Owners pertaining to the Said Land. There are no court orders or any orders/ directions from any Governmental Authority or any other person, which may have any adverse effect on the ownership of the Said Land vesting with the Owner, the contemplated transaction under this Agreement or on the development and construction of the Project;
- (x) Subject to what has been stated in this Agreement, the Owner has not done and shall not do nor permit to be done, anything whatsoever that would in any way impair, hinder and/or restrict the sole and exclusive appointment of and grant of rights to the Developer under this Agreement including, without limitation, the unfettered exercise by the Developer of the sole and exclusive right to develop the said land.
- (y) There is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the affairs of the said land and there are no facts, which may give rise to any such dispute ..
- (z) The Said Land of the Owners is free of any liability or demand and There is no outstanding property taxes, rates, duties, cess, levies including assessments, water charges, electricity charges, dues or any other charges by the Municipal Authorities or any infrastructure charges, under any Applicable Law, Revenue or any other Authority or



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department of the State or Central Government nor is there any claim or demand by any person or persons affecting the said land.,

- (aa) Simultaneous with execution of this Agreement the Owner would be able to deliver peaceful vacant possession of the said land to the Developer.
- (bb) The Owners hereby give their consent to the Developer to publish appropriate notices of the impending development of the Project land in the leading news papers .
- (cc) That the Owner has not stood as Guarantor or Surety for any obligation, liability, bond or transaction whatsoever;
- (dd) None of the Owners and/or their predecessors was a 'Big Raiyat' in terms of the W.B.E.A Act 1953 and none of them own land in excess of the ceiling prescribed in the West Bengal Land Reforms Act,-1955.
- (ee) The Owners represent and confirm that access to and egress from the Said Land is unconditionally and absolutely available for all purposes from the main road and the Owners have not entered into any arrangement or agreement of any nature with any Person/ third party which in any manner restricts the access/ egress to the Said Land from the road and may give rise to any dispute for access.
- (ff) The Developer shall be entitled to construct/ develop the Project by utilizing the optimum FAR/ FSI as feasible for development on the Land, provided that in case due to some



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technical reason the Developer is preparing the Plan with less FAR because of marketability the Parties agree that the same shall not affect in any manner the rights and obligations of the Parties contained in the Agreement and the Project shall be implemented for such lower FSI sanctioned. The description of Land and the Project Land as represented by the Owners and provided in this Agreement is true and correct and not misleading in any respect.

(gg) No part or portion of the Project Land is used for agriculture nor affected by Sec 4E of the West Bengal Land Reforms Act , 1955.

(hh) The Owners state , declares and assure the Developer that based on their representation of a clear and marketable title to the Said Land:

- (i) the Developer can submit the declaration supported by a sworn affidavit together with the application to the Authorities under the Real Estate (Regulation & Development )Act;2016 for registration of the project ;
- (ii) Obtain Insurance of the title of the land as required under the said Act at the cost and expenses to be borne by the Owner.

And in case the Developer suffers any losses on account of any defect in title of the owners arising in future, the Owners agree to indemnify the Developer.

For the avoidance of doubts, the representations mentioned above shall survive and continue to be in force and effect from the date of execution



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of this agreement . The Owners undertake to notify the Developer in writing, promptly within 48 hours, if they become aware of any fact, matter or circumstance (whether existing on or before the date hereof or arising afterwards) which would cause any of the representations or warranties given by them herein, to become untrue or inaccurate or misleading, at any point of time.

5. **DEVELOPER'S REPRESENTATION:** (i) The Developer has represented and warranted to the Owners that the Developer is carrying on business of construction and development of real estate and have sufficient infrastructure and expertise in this field for the same.

(ii)It shall complete the development of the said premises in accordance with the sanction plans as modified from time to time and other parameters in this regard and in compliance with all applicable laws but the timelines for completion of the Project by the Developer shall begin only after satisfaction of all pre-conditions, completion of all obligations and compliances by the Owners as provided herein, from the date of the last of the approvals;

(iii)The Developer shall at all times perform the duties and undertake the responsibilities set forth in this Agreement in accordance with industry standards applicable to other residential and commercial developers of repute in India offering similar quality and services products and using reasonable, expeditious, economical and diligent efforts at all times in the performance of its obligations;



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(iv) That the Developer shall continue to comply with terms and conditions of all the consents and all other licenses, permits, approvals obtained or may be obtained in the name of the Owners for the development of the said premises;

(v) That the Developer shall make timely payments of all taxes, cesses, duties, levies and charges and all applicable statutory dues as per applicable law payable by the Developer for the development of the said premises as per the terms and conditions of this Agreement;

(vi) That the Developer has full power and authority to execute, deliver and perform its obligations under this Agreement.

6. **COMMENCEMENT:**

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

7. **STRUCTURING OF THE PROJECT:**

7.1 Subject to the terms and conditions contained in this Agreement, on and from the execution of this Agreement Date, the Owners exclusively grants to the Developer and the Developer hereby accepts from the Owners, all the Development Rights in respect of the Said Land.



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- 7.2 The Developer shall register the real estate project with the Regulatory Authority established under the West Bengal Housing Industry Regulation Act 2017 and after registration of each phase separately, whenever and wherever required;
- 7.3 The Developer shall develop the said land subject however to the Owner complying with their obligations herein contained.
- 7.4 The Developer shall at its own costs and expenses be solely liable to do and comply with all acts deeds and things relating to (a) Planning of the Project, (b) preparation and assisting the Owners in the Sanctioning of the Building Plans and obtaining all permissions and clearances and no objection for construction and marketing of the Project (including Pollution, Fire, Airport Authority, BSNL Authority , WBSEDCL, Competent Authority under West Bengal Housing Industry Regulation Act 2017 and (b) Construction of the Service Apartment Building, Multi Level Car Parking and Hotel Complex Project and making the same fit for construction and habitation and marketing and providing insurance during the entire period of construction and warranty and defect liability for five year from the completion certificates.
- 7.5 The Developer shall appoint all engineers, staff, labour contractors etc., at its own costs and risks without any obligations or liability, in respect of laborers etc , upon the Owner in respect thereof and shall also appoint the Architect , Consultants & Surveyors , of the Project.
- 7.6 The specifications and facilities for construction shall be as per the sole discretion of the Developer/ Promoter.



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- 7.7 All sanctions, constructions, completion and delivery of the new building complex/project shall be done by the Developer upon due compliance of all laws and with good workmanship and good quality materials and at the sole risk and responsibility of the developers.
- 7.8 The Developer will construct the Service Apartment Complex, Multi Level Car Parking and a Hotel in different phases as decided by it.
- 7.9 The Developer shall prepare, all applications, plans, undertakings, lay out plans, details, descriptions etc. for submission with any Government Authority for obtainment of any Approval by the Owners. The Owners agree that in the event the Owners are required to obtain any Approvals or have at any point in time applied for or obtained any Approval whether with respect to the Project, it shall provide to the Developer copies of all such applications alongwith documents filed and approvals obtained, as and when the same are made or obtained.
- 7.10 The Owners shall be deemed to have handed over the vacant and peaceful possession of the said project Land to the Developer for the purpose of development and construction of the Project, and the Developer shall have the right to enter upon the Project Land directly or through its affiliates, associates, nominees, agents, architects, consultants, representatives, contractors, and/ or assigns, to do all such acts and deeds required and/or necessary for, exercising the Development Rights and for the implementation and development of the Project. Provided however that, nothing



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contained herein shall be construed as delivery of possession in part performance of any Agreement of Sale under Section 53-A of the Transfer of Property Act, 1882 or Section 2(47)(v) of Income Tax Act, 1961. The possession of the Project Land handed over to the Developer shall be in accordance with and for the purposes of development and construction of the Project and other rights and entitlements as set forth in this Agreement.

- 7.11 Subject to Force Majeure and/ or any delays owing to defaults of the Owners or any acts, omissions or conduct of the Owners or any persons acting on behalf of the Owners, the Developer shall complete construction and offer possession of the Service Apartments/ Units within a period of **60 (Sixty)** months with a grace period of 12 months and such timeline shall start from the date all requisite Approvals for commencement of construction and development of the phase/project the entire project including registration of the Project with the RERA authorities are obtained by the Owner and within its validity period of the registration of the Phase/project ("Completion Period"). The Developer shall, if the Owners may so require, provide a quarterly progress report comprising of the status of the construction and development of the Project. It is clarified that the Parties agree that any delays owing to Force Majeure; and/ or any delays owing to defaults of the Owners or any acts, omissions or conduct of the Owners or any persons acting on behalf of the Owner; shall be excluded from the calculation/determination of the Completion Period which is also extendable on practical/reasonable /market consideration.



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- 7.12 All fees, costs, charges and expenses including professional fees and supervision charges in respect of the above obligations of the Developer shall be borne and paid by the Developer. Except the costs and expenses for performance of the Owner's obligations such as Mutation and title related expenses thereof and the obligation to contribute marketing costs in terms hereof, the owners shall not be liable for any costs and expenses related to construction of the Project.
- 7.13 Ordinarily there is no plan to construct basement but considering market conditions and other circumstances if the Plan sanctioned requires creation of additional car parking spaces in the basement of building blocks for the purpose of marketing the Service Apartments/ Units/ flats in such event only if there is a surplus resulting from excess of realization over total costs of construction and marketing the basement, such surplus shall be available for sharing between the Owners and the Developer in their agreed ratio.
- 7.14 (i) Out of the realizations from sale of real estate project time to time seventy per cent of the amounts, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction by the Developer and the land cost (share of the Owner is called the land cost) and the same shall be used only for that purpose. For the above purpose, land cost and cost of construction of Owners area will be Developer's land cost/market value of land, whichever is lower.
- (ii) Withdrawal from this account shall be permitted based on the percentage of completion of the Project to be certified by an engineer, an architect and a chartered accountant in practice.



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- (iii) All such withdrawals shall be shared by the Owners and the Developer in their agreed ratio..
- 7.15 Out of the total realizations, the balance thirty per cent can be withdrawn by the Parties in the ordinary course in their agreed ratio. .
- 7.16 Final settlement of account between the Owners and the Developer will take place at the end of the Project.

8. **EXCLUSIVE ENTRY FOR DEVELOPMENT:**

- 8.1 Simultaneously with the execution of this agreement, the Owner have in part performance hereof allowed the Developer exclusive and irrevocable right to enter the said project land directly or through its affiliates, associates, nominees, agents, architects, consultants, representatives, contractors, and/ or assigns, to develop the same by constructing or causing to be constructed new buildings and to take all steps in terms of this agreement. This exclusive entry will not debar the right of the owner in any manner to enter into the premises and it shall always be deemed to be in joint possession for the sole purpose of development of the land.

9. **STEPS FOR DEVELOPMENT OF THE SAID LAND:**

- 9.1 The Parties have mutually decided the scope of the Project, that is, the development of the said project land by construction of the New Buildings thereon, and commercial exploitation of the New Buildings and/or the complex. The Developer has conceptualised the project to be Service Apartment/ Residential/ Hotel.



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- 9.2 The Developer shall undertake development either by itself, associate or by any other Contractor/developer appointed by it and/or in any other manner it deems fit and proper and/or to enter into partnership with others or to assign the benefits and burden of this agreement in favor of any firm or LLP in which the Developer may be a partner or otherwise in order to effectively perform or discharge its obligation hereunder.
- 9.3 In consideration of the land being provided by the Owners, the Developer has agreed to construct the Service Apartment, Multi Level Car Parking and Hotel Complex and share the realizations from the sale thereof in their agreed ratio.
- 9.4 By virtue of the rights hereby granted the Developer is authorised to build upon and exploit commercially the said land by: (1) constructing the New Buildings, (2) dealing with the spaces in the New Buildings with corresponding undivided proportionate share in the said project land to the extent and on the terms and conditions hereinafter contained.
- 9.5 At the time of the execution of this agreement the Owners shall make over all the documents of title in respect of the Said project land with the Developer who will keep them under 'Escrow'. Inspections and productions shall be made available as per requirement of the Developer. Upon formation of Association/Society/Company of transferees and sale of all areas in the Service Apartment/Hotel Complex, the title deeds shall be handed over to the Association/Society/Company.



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- 9.6 The Owners shall apply for conversion of the said project land and shall obtain conversion of the said project land to homestead or 'vastu' land at their own costs and expenses
- 9.7 The Developer shall at its own costs and expenses prepare the plans for the new buildings in the said project and shall assist the Owners in getting the same sanctioned from the sanctioning authority for the time being.
- 9.8 All other permissions, approvals, sanctions, no-objections and other statutory formalities for sanction of plan would be obtained by the Owners with the aid and assistance of the Developer at the Developer's cost and expenses.
- 9.9 The Owners shall, however, sign and execute all papers, documents, plans, declarations, affidavits and other documentations required for such sanction and construction as and when required by the Developer without any objection of whatsoever nature and within 7 days of the request being made and the documents being made available to the Owners. In addition to the aforesaid, the Owners shall sign, execute and register a General Power of Attorney authorising the Developer, its affiliates or its officers to act, do and perform all or any of the obligations of the Developers mentioned above. The Owners shall ensure that the Power of Attorney remains in full force and effect throughout the implementation of the Project. In the event any subsequent steps are required for the reasons of change in law or otherwise to sustain the Developer Power of Attorney and all powers granted therein, the Owners shall take all such steps and do all such acts including execution and registration of a fresh



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power of attorney as may be required to provide the authorizations to the Developer throughout the implementation of the Project.

10. **CONSTRUCTION AND COMMERCIAL EXPLOITATION OF NEW BUILDINGS:**

- 10.1 The Owners hereby authorise the Developer to appoint the Architect and other consultants to complete the Project. All costs charges and expenses in this regard including professional fees and supervision charges shall be discharged and paid by the Developer.
- 10.2 The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owners construct, erect and complete the New Buildings pursuant to the final plans to be sanctioned by sanctioning authorities and as per the specifications as may be provided by the Developer/ Promoter. The decision of the Architects regarding measurement of area constructed and all aspects of construction including the quality of materials shall be final and binding on the Parties.
- 10.3 The Developer shall at its own costs install and erect in the New Buildings, the Common Areas, Installations and Facilities including pump, water storage tanks, overhead reservoirs, water and sewage connection and all other necessary amenities.
- 10.4 (i) The Developer has agreed to commence construction of the Project within a period of 30 days from the date of obtaining the last of the Approvals including registration from the Regulatory Authority under RERA 2016 required for commencement of construction of the Project subject to their being: (a) no Force



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Majeure events; and (b) no defaults of the Owners or any acts, omissions or conduct of the Owners or any persons acting on behalf of the Owners which may cause or result in delays in commencement of construction (such date shall be calculated after taking into consideration delays/ time taken owing to the Force Majeure.

(ii) The entire Project on the Said project Land may be constructed /developed / completed by the Developer in phases on the sole discretion and option of the Developer considering the then marketing strategy and economy of the locale.

(iii) Developer shall at its own cost and expenses and without creating any financial or other liability on the Owners, develop the Land and construct the Building(s) in accordance with the Building Plans, specifications and elevations sanctioned by the local, Municipal and Development authority subject to any amendment, modification or variation to the said Building Plans and specifications which may be made by the Developer subject to the approval of the appropriate authorities, if required. The Project as a whole and the Building(s) shall be constructed under the supervision and guidance of the Architect and the decision of the Architect as to the cost, quality of the materials and specifications to be used for construction of the Building(s) shall be final, binding and conclusive on the Parties.

(iv) The Developer shall cause construction by use of standard quality building materials; specifications as may be recommended by the Architects of the Project keeping in mind the conditions that may be imposed by various sanctioning and approving



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authorities and agencies. Developer shall furnish the certificate of the Architects as to the quality of material and construction being carried out in terms of this Agreement to the Owners on a yearly basis only for the specific issues raised by the Owners.

(v) The Developer would cause erection of pathways, driveways and lanes as may be required for free ingress and egress to and from the Land and Building(s) to be constructed at the Land. The Developer shall construct the required common parts and essential services including water, drainage/sewerage, electricity and telephone connections and landscaping and electrification of roads, pathways, driveways and lanes.

11. **POWERS AND AUTHORITIES:**

11.1 To enable the Developer to specifically perform its obligations arising out of this Agreement and subject to the other terms and conditions of this agreement, the Owners agree and undertake to jointly and/or severally execute, maintain and cause to be registered simultaneously herewith or any time hereinafter an, exclusive special power of attorney ("**POA**") in favour of the Developer. The POA executed by the Owners in favour of the Developer shall remain effective and registered for the entire term of this Agreement so as to enable the Developer to perform all its obligations as stated under this Agreement. The Owners agree and undertake not to cancel, revoke or modify the Developer Power of Attorney without the prior written consent of the Developer. The Developer shall be entitled to appoint one or more substitutes under the said POA for the exercise of any or all of the powers and authorities thereunder in favour of any of its Affiliates.



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- a) To obtain permission or approval from the Planning Authorities and other authorities as may be required for the development and construction of the New Buildings in accordance with this Agreement and for that purpose to sign such applications, papers, writings, undertakings, appeals, etc., as may be required.
- b) To enter upon the said entire project land with men and material as may be required for the purpose of development work and erect the New Buildings as per the Building Plans to be sanctioned.
- c) To appoint the named architect, contractors, sub-contractors consultants, and surveyors as may be required and to supervise the development and construction work of the New Buildings on the said entire project land.
- d) To apply for modifications of the Building Plans from time to time as may be required.
- e) To apply for obtaining quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Buildings.
- f) To approach the concerned authorities for the purpose of obtaining permissions and service connections including water, sewerage and electricity for carrying out and completing the development of the said entire project land.



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- g)* To make deposits with the Planning Authorities and other authorities for the purpose of carrying out the development work and construction of the New Buildings on the said land and to claim refunds of such deposits and to give valid and effectual receipt and discharge on behalf of the Owners in connection therewith.
- h)* After completion of the construction of the New Buildings or any Phase of the Building Complex, to apply for and obtain occupation and completion certificate in respect thereof or parts thereof from the Planning Authorities or other concerned authorities.
- i)* To enter into agreements for sale with intending purchasers of Service Apartments/ Flats/Units/Constructed spaces alongwith or without the corresponding undivided share in the said entire project land, on such terms and conditions as the Developer may think fit and proper.
- j)* To execute from time to time deeds of transfer of all kinds and mode in respect of Service Apartments/ Flats/Units/Constructed spaces comprised in the said premises or any part or portion comprised in the Developer's Allocation alongwith or without the corresponding undivided share in the said project land, to receive consideration, rents, and deposits there for and present the above documents for registration and admit the execution of such documents before the appropriate authorities.



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- k) To appear and represent us before the Additional Registrar / Sub-Registrar, District Registrar, Additional District Sub-Registrar, Registrar of Assurances, Kolkata in connection with the sale and transfer of Service Apartments/ Flats/Units/Constructed spaces alongwith or without the corresponding undivided share in the said land in the Buildings constructed on the said premises.
- l) To accept any service of writ of summons or other legal process on behalf of and in the name of the Owners and to appear in any court or authority as the Developer deem appropriate and to commence, prosecute and/or defend any action or legal proceedings relating to development of the said land in any court or before any authority as the Developer may think fit and proper and for such purpose to appoint any Solicitor, Advocate, Lawyer in the name and on behalf of the Owners or in the name of the Developer and pay the costs, expenses, fee and other outgoings. Further to depose in the court of law or authority, sign vakalatnama, sign and verify the plaint, written statement, affidavits, petitions, applications, appeals etc., and any other document or documents in furtherance of the said objective. Provided always that this authority shall be available to and exercised by the Developer strictly only in cases where such litigation would touch or concern the development of the project on the said land without in anyway relating to or affecting the title of the said land or the Owners' Allocation.

To arrange for financing of the project (project finance) from any Banks and/or Financial Institutions for construction and completion of the project upon such terms and conditions as



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may be applicable. Such finance may be secured by mortgaging the said project land belonging to the Owners in favour of any bank / financial institution by deposit of original title deeds of the said project land by way of Equitable Mortgage and/or by executing Simple Mortgage and/or by creating English mortgage or a Registered Mortgage along with charge on developer's share of revenue/allocation in the project. Further, the Developer may execute any document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of deposit title deeds, deliver the title deeds and to receive back the title deeds, etc.,. Notwithstanding the same, the Developer shall take the project finance without creating any charge / liability in respect of owner's share of revenue or owner's allocation in the project.

*m)* To do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained, as fully and effectually as the Owners could do in person.

11.2 The Owner hereby ratifies and confirms, and agrees to ratify and confirm all acts, deeds and things lawfully done in the interest of the project and in accordance with the terms and conditions of this agreement by the Developer and persons nominated by the Developer in pursuance of the powers and authorities granted as aforesaid.



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- 11.3 Notwithstanding grant of the aforesaid powers and authorities, the Owners shall grant to the Developer and/or its nominees a registered General Power of Attorney for the purpose of doing all acts required to be performed by the Developer for the Project simultaneously on execution of this Agreement and the costs on account thereof shall be borne by the Developer.
- 11.4 Notwithstanding grant of the aforesaid General Power of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for the purpose of development of the said land within 7 (Seven) days of the request being made.
- 11.5 While exercising the powers and authorities under the Power or Powers of Attorney to be granted by the Owner in terms hereof, the Developer shall not do any such act, deed, matter or thing which would in any way infringe the rights of the Owners in any manner or put any financial or other obligation claim or liability upon the Owners.

## **12.: EXTRA CHARGES & MARKETING**

- 12.1 After sale of the constructed areas the Developer alone shall be entitled to receive the Extras and Deposits (EDC) from the Service Apartment Owners.
- 12.2 The cost of marketing of the project/Complex would be shared by and between the Owners and the Developer in the ratio of their respective allocation (hereinafter referred to as "the said ratio"). The marketing costs which includes all the marketing related costs such as advertisement and promotion costs of the project



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shall be shared by the Owners and the Developers as agreed which the Owners shall pay to the Developer as a marketing cost (inclusive of advertisement and promotion costs of the project, brokerage, commission and all other costs and expenses on any account whatsoever relating to marketing or sale). In connection with the sharing of realisation the following is agreed:-

- (a) Except Extra Charges and Deposits (EDC) as mentioned in Third Schedule, Cancellation Charges and Nomination Charges all proceeds and receivables in gross on any account whatsoever arising from the sale or transfer or otherwise of any Transferable Areas (in short Realisation) by the parties jointly as above shall belong to the Owners in the said ratio i.e 40% to the Developer and 60% to the Owners.
- (b) Extras and Deposits (EDC) shall be realised solely by the Developer from the proposed buyers of the transferable areas both under the Owner's as well as Developer's Allocation.
- (c) The Owners specifically agree and acknowledge the Developer shall be exclusively entitled to the right to transfer or dispose of the Service Apartments/ Units in such manner and on such terms and conditions as Developer may deem fit and proper and be exclusively entitled to receive and realise the entire proceeds thereof with the sole obligation to pay to the Owners their revenue share in the Sale Proceeds arising out of the transfer or otherwise of the Service Apartments/ Units.



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- (d) As per RERA 2016 coming into effect, (i) Under the scheme of Development, three separate accounts will be opened with any Scheduled Bank i.e One 'Project Sale Proceeds Bank Account'; one Special Bank Account (Escrow Account); a third Account termed as the 'Owners Sale Proceeds Bank Account'. Each instalment Cheque received from the Buyer will be first deposited into the **'Project Sale Proceeds Bank Account'**. On the instruction of the Developer, the Bank will transfer 70% out of the amounts credited in the Project Sale Proceeds Bank Account to the Credit of the Escrow Account for the purpose of covering cost of construction and Owners' land cost **and** out of the balance 30% of the instalment amounts proportionate share of the Owner will be transferred to the Credit of the Owner's Sale Proceeds Bank Account. All customers will be required to be notified about mentioning of the 'Project Sale Proceeds Bank Account' in the cheques and other instruments for making payments. There shall be standing instructions to the bank about transfer of the funds therein to the Escrow account and the Owner's Sale Proceeds Bank Account . There shall be standing instructions to the bank about transfer of the funds therein to the bank accounts of the Owners subject to the restrictions under the RERA 2016 as mentioned in Clause 6.15 above.
- (e) The Developer shall provide a Quarterly statement of account to the Owners giving details of the total Sales



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Proceeds received by the Developer during the Quarter and calculation of the Owners Share.

**13. MORTGAGE OF THE LAND**

The Developer shall have the right and authorities to arrange for financing of the project (project finance) from any Banks and/or Financial Institutions for construction and completion of the project upon such terms and conditions as may be applicable. Such finance may be secured by mortgaging the said project land in favour of any bank / financial institution by deposit of original title deeds of the said project land by way of Equitable Mortgage and/or by executing Simple Mortgage and/or by creating English mortgage or a registered mortgage along with charge on developer's share of revenue/allocation in the project. Further, the Developer may execute any document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of deposit title deeds, deliver the title deeds and to receive back the title deeds, etc,. Notwithstanding the same, the Developer shall take the project finance without creating any charge / liability in respect of owner's share of revenue or owner's allocation in the project. In case owing to any loans or finances obtained by the Developer, the Owners suffer any losses or damages due to any non repayment, delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of its obligations in respect of any such loan or liability whatsoever, the Developer shall indemnify and keep the Owner saved harmless and indemnified in respect thereof.

**14. DEALING WITH SPACES IN THE NEW BUILDINGS:**



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- 14.1 The Owners agree and undertake that (i) the Developer shall have the exclusive right to launch the Project, name the Project, display, signage/ display rights (whether on hoardings or on terraces or otherwise) and sell/ license/transfer in such manner and on such terms, as may be deemed appropriate by the Developer, in its sole and absolute discretion; (ii) the name and/or identification numbers given to the buildings or portions thereof of the Project shall be displayed in a manner as may be decided by the Developer in its sole discretion; (iii) no signboard, hoarding or any other logo or sign shall be put up by the Owners on the Buildings on the exterior of the Buildings or on the outer walls of the Buildings of the Project; and (iv) the Owners shall not do any act or thing that may adversely affect the aesthetic appearance/beauty of the Buildings of the Project nor do anything which may cause nuisance or obstruction or hindrance to the Intending Purchasers.
- 14.2 All the spaces in the new buildings will be marketed by the Developer through a common marketing agency to be appointed by the Developer (collectively Marketing Format) and the marketing agents shall act on behalf of the owners and the Developer.
- 14.3 The Developer shall arrange brokers for the Project and all brokerage charges etc for the same shall be shared by all the Parties in proportion of their agreed share. Any GST (or any other indirect tax) charged by broker shall also be shared proportionately.



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- 14.4 In marketing the said project, name and logo of Developer only would be boldly displayed in all marketing materials .
- 14.5 The Developer shall ensure that the advertising and marketing is carried out in a manner that is consistent with and not in derogation of or conflict with any of the terms or provisions of this Agreement and the Applicable Laws.
- 14.6 Subject to other terms and conditions mentioned herein the Developer shall be exclusively entitled to and shall have exclusive right to transfer or otherwise deal with or dispose of the Service Apartments/ Unit(s) in the Project in such manner and on such terms and conditions as Developer may deem fit and proper. The Parties hereby agree that the price and payment schedule for transfer of the Service Apartments/ Units shall always be decided by the Developer.
- 14.7 The Developer shall determine the price for sale or disposal of the spaces in the Service Apartment Building to be constructed by the Developer on the said project land keeping in view the economics and market response of the project. None shall sell or market any Transferable Areas below such basic price.
- 14.8 The Developer shall periodically revise the rates for sale of various types of service apartments /transferable areas and also the tariff pertaining to the hotel rooms , Banquet etc and the same shall be adhered to.
- 14.9 The Parties hereby agree, undertake and acknowledge that, (i) all agreements for sale/ lease/ license/ allotment of Service



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Apartments/ Unit/ flat/ (ii) any other agreement or memorandum of understanding or letter of intent for sale, booking of any Service Apartment, Unit, flat, or any other space/ area in the Project Land; and and (iii) any power of attorney or indemnity bond or undertakings or other agreements which are ancillary to the agreements contemplated above (hereinafter collectively the "**Unit Agreements**"), shall be prepared by the Developer and further the Developer shall have all right, power and authority to execute and register the Deed of Conveyance for the Unit(s) and the proportionate undivided interests in the Land in favour of the Intending Purchasers of the Unit(s). The Owners, as and when called upon by the Developer, shall join and execute all such Deeds of Conveyance as the confirming party or in such capacity as may be appropriate in the context. The Owners agree and undertake to execute simultaneously herewith or any time hereinafter a special power of attorney in favour of the Developer authorizing the Developer, inter alia, to enter into agreements, arrangements with Intending Purchasers and execute and present for registration deeds of conveyances for undertaking to transfer and/or transfer of the Service Apartments/ Units along with the undivided proportionate share in the Said entire project Land comprised in the Service Apartments/ Units to the Intending Purchasers. The stamp duty and registration fees on any such Power of Attorney shall be paid by the Developer.

- 14.10 The Developer and Owners shall execute and register with the appropriate registering authorities Deeds of Conveyance or other document for transferring and/or demising of any saleable space in the New Buildings as aforesaid unto and in favour of the intending purchasers / transferees and the cost for stamp duty



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and registration charges in respect thereof shall be borne by the intending purchasers / transferees as the case may be.

14.11 The Owners shall also be liable for the actual proportionate common expenses in respect of any separately allocated unsold Units delivered to the Owners.

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

#### **15. MUNICIPAL TAXES, OTHER TAXES AND OUTGOINGS:**

15.1 All taxes, duties, cess, levies etc. levied by or payable to any Government Authority or any municipal or other authority upto the date possession is handed over to the Ultimate Purchasers, shall be the liability of the Owners and thereafter the Purchasers of the Units shall become liable to pay proportionate share in the taxes, duties, cess, levies etc. As far as the Hotel in Phase 2 is concerned payment of taxes, duties, cess, levies etc. relating thereto shall be continuing responsibility of the Developer as long as the Developer remains responsible for running the Hotel.



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- 15.2 Since the parties are following the Revenue Sharing model, each of the Land Owners will be required to register for GST as the owners will become liable to pay GST on the share of the Revenue received by them. Each time a tranche of 'Revenue' out of the sale proceeds is received by the Owners, the Owners shall pay GST directly to the Authorities within the due date as per provisions of the GST Act.

PROVIDED that in case of no-payment of GST by the Owners as aforesaid, the Developer will acquire the right to hold back disbursement of subsequent tranches of Revenue share of the owners.

- 15.3 After completion of any phase/part of phase/the Project, if any Unit is sold, it will also attract GST. Such GST, Maintenance cost and Property Tax after grant of Completion Certificate(CC) will also be borne and paid by the Owners in proportion to their share or allocation in such sale.

16. **POST COMPLETION MAINTENANCE:**

- 16.1 On completion of each phase/project/block the Developer shall give a notice to the Owners informing thereabout. Before giving notice as aforesaid, the Developer shall obtain the statutory Partial/Completion Certificate from the concerned municipal authorities in respect of the area forming part of such notice.
- 16.2 The Parties and/or their respective nominees/transferees shall punctually and regularly pay the maintenance charges, Rates for their respective allocations to the concerned



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authorities/Maintenance in charge in accordance with the terms and conditions hereof.

- 16.3 The Owners of Completed phase may decide to form their own Association of Unit Owners and accordingly with or without the assistance of the Developer, take steps to form their own Association. However till Association is formed by them the Developer will maintain the Service Apartments/ Units in the Building (s) and the common areas and be entitled to be reimbursed by the Owners, the actual cost thereon as Management fees.
- 16.4 Till handing over of the project to the Association the Developer shall be responsible for the management, maintenance and administration of the New Buildings or at its discretion appoint an agency to do the same. The Owners hereby agree to abide by all the common rules and regulations to be framed for the management of the affairs of the New Buildings.
- 16.5 The Developer or the Agency to be appointed shall manage and maintain the Common Portions and services of the New Buildings and shall collect the costs and service charge therefor (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Buildings, land tax, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments and all other expenses incurred for common purpose.



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17. **COMMON RESTRICTIONS:**

- 17.1 The Complex shall be subject to the restrictions as are applicable to ownership buildings and hotels, intended for common benefit of all occupiers of the New Buildings.
- 17.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the New Buildings shall permit the agency to be appointed, with or without workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof with prior notice.
- 17.3 It is agreed between the parties that the Developer shall frame a scheme for the management and administration of the Service Apartment and Hotel and all the occupiers of the buildings shall perpetually abide by all the rules and regulations to be framed in connection with the management of the affairs of the New Buildings.

18. **OBLIGATIONS OF THE DEVELOPER:**

- 18.1 Execution of the Project shall be in conformity with the sanction plans and prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies.
- 18.2 The Developer shall be responsible for planning, designing development and construction of the New Buildings with the help of professional bodies, contractors, etc.



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- 18.3 The Developer shall construct the New Buildings at its own cost and responsibility. The Developer shall alone be responsible and liable to Government, Municipality and other authorities concerned as also to all the labourers, staff and employees engaged by it and all Transferees and shall alone be liable for any loss or for any claim arising from such construction or otherwise relating thereto .
- 18.4 All tax liabilities in relation to the construction including GST and other dues shall be paid by the Developer..
- 18.5 The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the laws and rules applicable to construction of the New Buildings.
19. **OBLIGATIONS OF OWNERS:** During the subsistence of this agreement:
- 19.1 The Owners undertake not to disturb, interrupt or interfere with or commit any act or omission which would in any manner result in any detriment to the Development Rights of the Developer or delay or stoppage of the Project.
- 19.2 The Owner undertake to fully co-operate wherever necessary with the Developer for any requirement of the Developer for obtaining all permissions required for development of the said project Land
- 19.3 The Owner shall provide the Developer with all available documentation and information relating to the said project land as may be required by the Developers from time to time.



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- 19.4 The Owner shall not do any act, deed or thing whereby the Developer may be prevented from discharging their functions under this Agreement.
- 19.5 The Owners and each one of them as and by way of negative covenants have assured and covenanted with the Developer as follows:
- i) Not to do any act deed or thing which may be contrary to or in violation of any of the terms and conditions herein contained
  - ii) To do all acts deeds and things as may be necessary and/or required from time to time.
- 19.6 The Owner hereby covenants not to cause any interference or hindrance in the construction of the New Buildings.
- 19.7 The Owner hereby agree and covenant with the Developer not to do any act deed or thing whereby the Developer is prevented from developing, constructing, completing, selling, assigning and/or disposing of any part or portion of the constructed area or saleable area in the Service Apartment block and /or in marketing the hotel .
- 19.8 During the subsistence of this agreement the Owner shall not transfer any part or portion of the said project land to any other person without the prior written consent of the Developer.
20. **MISCELLANEOUS:**
- 20.1 The Owner shall, at all material times, be liable and/or responsible to make out marketable title in respect of the said land to the satisfaction of the Developer and shall be liable to



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answer the requisitions that may be raised or made in respect of the title of the Owner in the said property. The Owner shall keep the Developer safe, harmless and indemnified against any liability in respect of the title of the said land.

- 20.2 The agreement entered into by and between the parties herein is and shall be on principal to principal basis.
- 20.3 The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 20.4 Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 20.5 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 20.6 It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of Owners. Further, various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorisation as may be



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required by the Developers for the purpose and the Owner also undertake to sign and execute all additional applications and other documents, provided that all such acts, deeds matters and things do not in any way infringe on the rights of the Owners and/or go against the spirit of this Agreement.

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

20.8 The name of the project and logo shall be decided by the Developer.

21. **DEFAULTS:**

21.1 The following shall be the events of default:-

- a) If the Owner fails to do or cause to be done all deeds and things at its costs and expenses to satisfy the Developer as to the title of the Owner to the said land.
- b) If the Owner fail to comply with any of the obligation contained herein.
- c) If the Developer fails to perform its obligations under the Agreement.

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



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- 21.3 Upon receipt of such notice, the defaulting party shall remedy the said event of default and/or breach within the time and in the manner mentioned herein.
- 21.4 In case the default continues for a period of thirty (30) days thereafter, in such event, the aggrieved party shall be entitled to serve a notice on the defaulting party.
- 21.5 On expiry of the said period of notice, if the defaulting party are the Owner, then the Developer shall be entitled to take over the responsibility of the defaulted item or items upon itself on behalf of the Owner and shall be entitled to complete the same at the, costs and expenses of the Owners.

22. **FORCE MAJEURE:**

- 22.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Indenture, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of any act or omission of the Party so prevented or breach by such Party of any of its obligations under this Indenture or which could have been prevented by the party so prevented it by being diligent, vigilant or prudent, including, without limitation, flood, fire, explosion, earthquake, subsidence, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or any relevant Government or Court orders materially affecting the continuance of the obligation



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or any local issues beyond the control of the Developer which may hamper the implementation of the Project such as Strike, lockout, non-availability of materials or other labour difficulties or existence of any adverse condition which causes a material or adverse effect or impact on the Project and/or the Land resulting in stoppage or suspension of work or sale of Units in the Project for a continuous period exceeding 30 (thirty) days

22.2 If either Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such further time after the cessation, as mentioned in clause 22.1 hereto. Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure..

22.3 In the eventuality of Force Majeure circumstances the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the completion thereof .

23. **ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between the



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Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, oral or implied. This Agreement shall take effect on the Date of this Agreement and shall remain in force till Completion. Neither Party shall, except as provided in clause 25 below, have the right to terminate the Agreement.

24. **AMENDMENT/MODIFICATION:**

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

25. **TERMINATION**

The Owners recognize and acknowledge that the Developer has invested and will further be investing substantial sums of money and time in the Project and has entered into this Agreement on the specific understanding that the Owners shall not be entitled to terminate this Agreement for any reason whatsoever after work has started on any part or portion of the Project Land and the Developer has entered into agreements for sale with any prospective buyer(s).

26. **ORIGINAL/CERTIFIED COPY**

The registered original Agreement will be retained by the Developer and the certified copy will be preserved by the Owners..

27. **ASSIGNMENT AND SUB CONTRACT**

27.1 The Developer shall at all times be permitted to assign its rights,



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obligations and interest in the Agreement (or part thereof), Development Rights, Project and/or built up area to any third party or to its affiliate/ subsidiary company without the prior written consent of the Owners.

27.2 The Developer shall at all times be entitled to engage and contract out construction/ development of the Project or any specific aspect to any sub-contractor/ contractor on such terms and conditions as the Developer may deem fit and appropriate.

27.3 The Owners shall not assign any rights and obligations contained herein to any person without prior written permission of the Developer.

## **28. FURTHER ACTS**

Each Party will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Agreement and each of the transactions contemplated under this Agreement. Without limiting the generality of the foregoing, if the Approvals of any Governmental Authority are required for any of the arrangements under this Agreement to be effected, each Party will use all reasonable endeavors to obtain such Approvals.

## **29. AUTHORIZATION**

The persons signing this Agreement on behalf of the respective Parties represent and covenant that they have the authority to sign and execute this document on behalf of the Parties for whom they are signing.



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30. **CONFLICT**

To the extent that there is any conflict between any of the provisions of this Agreement and any other agreement by which the Owners or the Project Land or any part thereof is bound, the provisions of this Agreement shall prevail to the extent permitted by the Applicable Law.

31. **SPECIFIC PERFORMANCE OF OBLIGATIONS**

The Parties to this Agreement agree that, to the extent permitted by the Applicable Law, the rights and obligations of the Parties under this Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party.

32. **NOTICE:**

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

33. **ARBITRATION:**

(1) The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of



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negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties. If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes, if not solved/settled, shall be referred to, and finally resolved by, arbitration by an Arbitration Tribunal formed in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made thereunder. The arbitration shall be conducted in English and venue shall be Kolkata only.

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

34. **JURISDICTION:**

Only Courts having territorial jurisdiction over the said Property shall have jurisdiction in all matters arising herefrom.

**DEVELOPMENT POWER OF ATTORNEY**



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**NOW KNOW YE ALL MEN BY THESE PRESENTS**, the Principals/ Owners by writing do hereby appoint nominate and authorise the Developer/ Promoter as its TRUE AND LAWFUL ATTORNEY for itself and to act on its behalf and in its name and do the following further acts, deeds and things through its said nominees either jointly or severally relating to the Said Property (more fully described in the **FIRST SCHEDULE** hereunder written.

1. To manage, maintain, look after, supervise and administer and defend possession of the said Property/Premises and every part thereof and installations lying in the said property and also to do any such act deed that may be required for ensuring the safety and security of the said Property/Premises.
2. To apply for mutation, and cause to be mutated the names of the Principals including updation, insertions, correction in the records of all concerned authorities, including the B.L. & L.R.O and the concerned municipal authorities, as owner of the said Property/Premises, for such parts or portions which are pending.
3. To do all acts deeds and things if and as be required to be done for amalgamation of the said Property/Premises, and do all acts deeds and things incidental thereto.
4. To consolidate, separate, apportion, divide, partition and demarcate the said Property/Premises and/or any portion thereof;
5. To apply for conversion of the nature of use of the said Property/Premises or any part thereof with the concerned authorities under the provisions of the West Bengal Land Reforms Act, 1955 and all other relevant acts and rules, and to have the same converted in all relevant Government records.
6. To sign and apply for and obtain from the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 all permissions,



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clearances, NOCs etc., that may be required for sanctioning, modification and/or alteration of plan obtaining utilities and other purposes herein stated.

7. To accept or object to the assessments made from time to time of land revenue taxes or valuations or taxes in respect of the said Property or the building or buildings that may be constructed thereon or any part or share thereof by the land authorities, municipal authorities and other authorities and to attend all hearings and have the same finalized.
8. To sign and apply for and obtain all necessary permissions and clearances from the authorities under the pollution and environment laws and all other related authorities.
9. To appoint and terminate the appointment of Architects, Engineers, Surveyors and others for survey and soil testing and also for preparation of plans in respect of construction of new buildings at the said Property/Premises or portion or portions thereof and also for addition and/or alteration and/or modifications thereto (including those on account of user or change of user thereof or any part thereof) and also for other purposes herein stated.
10. To deal negotiate and enter into contracts agreements and arrangements with the Purchasers and Unit Owners of various constructed spaces in the said Property/Premises.
11. To have the said Property/Premises surveyed and measured and to have the soil tested.
12. To prepare, sign and apply for and submit the building plans including modification, alteration, revision of the building plans from time to time in respect of buildings at the said Property/Premises or on portion or portions thereof with the concerned Municipal Authorities and/or any



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other Statutory/ Planning/ Development Authority having jurisdiction to sanction the plans for construction of the new buildings and to issue the necessary Approvals and Completion Certificates in respect thereof, and all other concerned authorities for sanctioning and to have the same sanctioned and if required, to have the same modified, rectified and/or altered from time to time.

13. To give notice to the concerned Municipal Authorities and/or B.L. & L.R.O. and all other concerned authorities regarding commencement of construction works and/or demolition of any structure(s) on the said Property/Premises.
14. To inform the concerned Municipal Authorities and/or B.L. & L.R.O. and all other concerned authorities of all internal alterations within the sanctioned covered space and to incorporate all such deviations in the Completion Plan in terms of the then prevailing rules, regulations, bye-laws of the concerned Municipal Authorities and/or B.L. & L.R.O. and all other concerned authorities and to get the same regularized.
15. To pay all fees and expenses and obtain sanction revalidation renewal and such other order or orders or permissions from the necessary authorities and do all other necessary acts deeds and things as be expedient for sanctioning revalidation renewal modification and/or alteration of plans.
16. To pay all rates taxes charges expenses and other outgoings whatsoever (including municipal rates and taxes, land revenue and other charges whatsoever) payable for and on account of the said Property/Premises or any part thereof or any undivided share or shares therein or the buildings that may be constructed thereon and receive refund of the excess amounts paid from the concerned authorities and to grant receipts and discharges in respect thereof.



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17. To accept or object to the assessments made from time to time of Annual Valuations in respect of the said Property/Premises or the buildings that may be constructed thereon or any part or share thereof by the concerned Municipal Authorities have the same finalized.
18. To construct new buildings and/or structures at the said Property/Premises and for such purpose take all necessary and reasonable steps by following due process of law and adhering to all applicable laws for the time being in force.
19. To sign, apply for and obtain electricity, gas, water, sewerage, drainage, tube-well, bore-well, lift, and/or other connections of any other utility or facility in the said Property/Premises from the CESC, concerned Municipal Authorities and other appropriate authorities and/or to make alterations therein and to close down and/or have disconnected the same and for that to sign execute and submit all papers applications documents and plans and to do all other acts, deeds and things as be deemed fit and proper by the said Attorney at the cost of the Developer.
20. To sign and apply for and obtain such permissions as be necessary for obtaining steel, cement, bricks and other building materials and construction equipment for the purpose of construction of the new buildings at the said Property/ Premises.
21. To sign and apply for and obtain permissions and licenses from the appropriate authorities to erect and run/operate one or more lifts and/or elevators, generator, Dish Antenna and other utilities at the said Property/Premises and to place orders for supply and erection of lift or lifts at the said property/Premises on the manufacturer thereof and also to give contract to the manufacturer for maintenance of lift or lifts, Dish Antenna and other utilities and its associated machineries.



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22. To sign and apply for and obtain the Completion or Occupancy or other certificates from the concerned Municipal and/or other concerned authorities in respect of construction and/or occupation of the new buildings to be constructed at the said Property/Premises or any part thereof and also to sign and apply for and have No Objection Certificate from the Fire Department / authorities if necessary and police department.
23. To warn off restrict, and prohibit the unauthorized trespassing in the said Property and to abate all nuisance and if necessary to proceed in due forum of law against all or any trespassers on the said Property/Premises or any part thereof and to take appropriate steps.
24. For all or any of the purposes hereinbefore and also hereinafter stated, to appear and represent the Principals before the concerned Municipal Authorities and/or B.L. & L.R.O., the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, the Authorised Officer / authority under the West Bengal (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993 and/or the Real Estate (Regulation and Development) Act, 2016, other authorities under the West Bengal Land Reforms Act, 1955 and other Land / Tenancy laws, Town And Country Planning Authorities, all Revenue Authorities, Pollution Control Board and other authorities connected to pollution matters, Environment authorities, Development Plan Authorities of the Government of West Bengal and/or India, Insurance Companies, Traffic Police and other Police Authorities, Calcutta Electric Supply Corporation and/ or West Bengal Fire Services and all Fire Authorities, Airports Authority of India, Chief Electrical Inspector and other Electricity Authorities, Government of West Bengal, Microwave Authorities of Department of Telecommunication and also all other authorities and Government Departments and/or its officers and also all other State and Union Executives Judicial or Quasi Judicial, and other authorities and persons and also all courts tribunals and appellate authorities and to do



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- all acts deeds and things and to make sign execute register submit register and/or deliver all documents, declarations, affidavits stating true facts, applications, undertakings, objections, notices etc (including those relating to boundary verification) and also to submit and take delivery of all title deeds concerning the said Premises and other papers and documents (including cause papers and orders passed in any suit or litigation or proceeding) as be required by the necessary authorities or as may in any way be found necessary or expedient by the said Attorney.
25. To deal with any person owning occupying or having any right title and interest in the said Property or the property adjacent to or near the said Property in connection with the Project in such manner and on such terms and conditions as the said Attorney may deem fit and proper.
  26. To sign and execute all plans, sketches, maps, declarations, forms, petitions, letters, undertakings, affidavits, gift of strips or splayed corners required by any authority or any other documents relating to or in connection with applying for and obtaining sanction of plan in respect of the Said Property.
  27. To obtain delivery of the sanction plan from the relevant authority or authorities.
  28. To enter upon the said Property with men and material as may be required for the purpose of development work and erect the new buildings as per the building plans to be sanctioned.
  29. To appear and represent the Principals before the necessary authorities including the Fire Services Department, Government of West Bengal, Kolkata Police, West Bengal Police, West Bengal Pollution Control Board / Environment Department, Airports Authority of India, Bharat Sanchar Nigam Ltd., and all other statutory authority or body in connection with the sanction, modification and/or alteration of plans



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30. To insure and keep insured the said Property/Premises and all any parts thereof including construction materials and equipment, and new buildings to be constructed thereat against loss or damage by fire, earthquake, natural and unnatural calamities and acts by person or group of person and/or other risks as be deemed necessary and/or desirable by the said attorney and to pay all premium for such insurance policies.
31. To negotiate with the person or persons interested in owning, purchasing and/or otherwise acquiring spaces, areas, units, car parking spaces or rights and other constructed areas or transferrable spaces in the new buildings to be constructed at the said Property/Premises and accept bookings/blockings from such intending buyer or buyers or transferee or transferees and to make commitments and sell, convey, lease, transfer or otherwise dispose of such spaces, areas, units, car parking spaces or rights and other constructed areas or transferrable spaces in the new buildings to be constructed at the said Property/Premises alongwith or independent of or independently the land comprised in the said Property/Premises attributable thereto or any portion thereof or any undivided proportionate share therein to such person or persons and at such consideration and on such terms and conditions as the said Attorney may deem fit and proper, Provided However the Attorney is not authorized to sign any Agreement or Deed or nomination for such transfer for or on behalf of the Principals, and to receive and appropriate the proceeds consideration deposit and other amounts received/realised out of such sale conveyance and/or transfer and grant valid receipts and discharges which shall fully exonerate the person paying the same, in accordance with the said Development Agreement. The Developer shall immediately on receipt of sums from the transferees, deposit the Owners'/ Principals' share of revenue to the Principals'/Owner's Bank Account as per ratio and on the terms mentioned in the said Development Agreement.



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32. To cancel any booking/blocking and terminate any contract agreement right of occupancy user and/or enjoyment with any person or persons intending to acquire spaces, areas, units, car parking spaces or rights and other constructed areas or transferrable spaces in the new buildings to be constructed at the said Property/Premises, and all tangible, intangible properties and commercial benefits advantages and rights and all other benefits accruing/derivable from the said Premises such as hoardings, signages, bill-boards etc. and/or undivided share in the land comprised in the said Property/Premises and to deal with the space and rights of such person or persons in such manner as the said Attorney may deem fit and proper.
33. To receive the excess amount of fees, if any, paid for the purpose of sanction, modification and/or alteration of the Plans to any authority or authorities
34. To appear and represent us before all authorities including Kolkata Municipal Corporation and/ or any other statutory authorities for fixation and/or finalization of the annual valuation of the said Property and for that purpose to sign, execute and submit necessary papers and documents and to do all acts, deeds and things as the Attorneys may deem fit and proper.
35. To obtain construction finance for construction of the New Buildings and Building Complex Completion from any Banks and/or the Financial Institutions (namely Bajaj Finance, LIC Housing Finance Corporation, Tata Capital, Aditya Birla) etc strictly in terms of the Development Agreement and without encumbering or creating any security or charge over the Project Land or any part or share thereof and/or the Principals/Owners' Allocation and/or the Principals/ Owners' Realization in any manner whatsoever and the Principals shall not be



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nor be made liable for repayment of the loans or any consequence of default in such repayment

36. For all or any of the powers and authorities herein contained to sign execute enter into modify, cancel, alter, draw, approve rectify and/or register and/or give consent and confirmation to all such papers, documents, agreements, supplementary agreements, consents, rectifications, declarations, affidavits (stating true facts only), applications, undertakings, and other documents, which do not intend to record or confirm sale convey transfer lease alienate mortgage and/or assign any part or portion of the said Premises/ Property and/or units and/or transferrable space to be constructed thereat to any third party.
37. To sign and appear and represent the Principals before any Registrar, Sub Registrar, Additional Registrar, District Registrar, Registrar of Assurances and other officer or officers or authority or authorities having jurisdiction and to present for registration and admit execution and to acknowledge and register or have registered and perfected all documents deeds instruments and writings signed by the said Attorney by virtue of the powers hereby conferred, except for any deed or agreement or recording or writing to record or confirm sale convey transfer lease alienate mortgage and/or assign any part or portion of the said Premises/ Property and/or units and/or transferrable space to be constructed thereat to any third party.
38. To finalize and accept or dispute the market value assessed by the concerned Registrar or the concerned Collector or other concerned authority or authorities and for that to do all acts deeds and things and sign execute deliver and submit all papers documents applications objections notices etc. and also to submit and take delivery of all documents of title, clearances, plans etc. as may be required and found necessary or expedient by the said attorney or attorneys.



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39. To sign and appear and represent the Principals before any Notary Public, Metropolitan or other Magistrates and other officer or officers and authorities in connection with affirmation of any deed instrument declaration or writing, except for any deed or agreement or recording or writing to record or confirm sale convey transfer lease alienate mortgage and/or assign any part or portion of the said Premises/Property and/or units and/or transferrable space to be constructed thereat to any third party, signed or made by the said attorney or attorneys by virtue of the powers hereby conferred.
40. To implement any covenant in any agreement, sale deed, transfer deed, conveyance, assignment deed or any other documents of transfer executed by the Principals personally or by the said Attorney by virtue of the powers hereby conferred and if any right to re-enter arises under such covenants or under notice to determine or quit then to exercise such right, amongst others.
41. To ask, demand, sue for, recover, realise and collect money, earnest money, consideration, construction costs, deposits, advances, compensation, interest, damages, payments whatsoever etc., which are or may be due payable or recoverable under any such Agreement from any person or persons or authority or authorities on any account whatsoever and to remit the share of the Principals in the same to the Principals in terms of the Development Agreement and to give effectual receipts and discharges for the same.
42. To sign and submit all papers applications and documents for having and to have the spaces, areas, units, car parking spaces or rights and other constructed areas or transferrable spaces in the new buildings to be constructed at the said Property/Premises separately assessed and mutated in the names of the respective persons desirous of acquiring the same as hereinbefore stated in all public records and with all



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- authorities and/or persons (including the concerned Municipal Authorities and/or Revenue Authority and/or Panchayat) having jurisdiction over the said Property/Premises and to deal with such authority and/or authorities in such manner as the said Attorney may deem fit and proper.
43. To commence prosecute enforce defend answer and oppose all actions suits writs appeals revision and other legal proceedings and demands civil criminal or revenue concerning the sanction revalidation renewal modification and/or alteration of plans and/or obtaining of permission, clearances, certificate etc., and/or touching any of the matters herein contained concerning the said property/Premises or any part thereof in which the Principals are in any way or manner now or may hereafter be interested or concerned and if thought fit to compromise settle, refer to arbitration, abandon, submit to judgement or become non suited in any such action or proceedings as aforesaid before any Court, Civil or Criminal or Revenue (including the Collector, Tribunal etc.), which will not have any effect of sale convey transfer lease alienate mortgage and/or assign any part or portion of the said Premises/ Property and/or units and/or transferrable space to be constructed thereat to any third party.
44. To sign declare verify and/or affirm any plaint, written statement, petition, consent petition, affidavit, vakalatnama, warrant of attorney, memorandum of appeal or any other document or cause paper in any proceeding in any way or connected with the said Property/Premises, and if necessary to adduce evidence for and on behalf of the Principals.
45. To accept notices, summons and service or papers from any Court, Tribunal, Postal authorities and/or other authority and/or person.
46. To collect advance / payment from the intending transferees against sale/lease of the proposed constructed areas in the proposed New



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Buildings only in accordance with the terms of the Development Agreement and not otherwise.

47. To ask for, receive and recover from all the Purchasers/Lessees and Transferees of Flats/Units and Apartments service charges for maintenance and all the other charges and in case of non-payment thereof to take legal steps for the recovery thereof;
48. For better and more effectually exercising the powers and authorities aforesaid to retain appoint and employ Advocates, Pleaders, Solicitors, Mukhtears and to revoke such appointments.
49. To Deposit and withdraw fees, documents and monies in and from any Court or Courts and /or Authority and give valid receipts and discharges therefor.
50. To file appeals, references, revisions and appear and represent before the competent authorities in respect of any matter relating to the said Property.
51. To receive or pay and/or deposit all moneys including stamp duty, court fees, registration fees, legal fees etc. and to pay and/or receive refunds thereof or the excess amount and give valid receipts and discharges therefor.
52. To sign and appear and represent the Principals before all authorities make commitments and give undertakings as be required for all or any of the purposes herein contained.

**AND GENERALLY** to do all acts deeds and things for better exercise of the authorities herein contained relating to the said Property/Premises or any part thereof or any undivided share therein and/or in the buildings to be



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constructed at the said Property/Premises which the Principals themselves would have lawfully done under their own hand and seal, if personally present.

**AND** the Principals doth hereby ratify and confirm and agree to ratify and confirm all and whatever the said Attorney shall lawfully do or cause to be done in or about the premises aforesaid in accordance with the terms and conditions of the said Development Agreement.

This Power of Attorney shall remain co-extensive and co-terminus with the said Development Agreement.

**AND** it is clarified that the terms and expressions used herein shall, unless there be something contrary or repugnant to the subject or context, have the meanings assigned to them in the Development Agreement.

**AND** it is expressly provided that while exercising the powers and authorities hereby conferred on the said Attorneys, they or any of them shall not do any act deed or thing which would go against the provisions of the Development Agreement or impair or affect the rights and entitlement of the Principals and by executing this Power of Attorney the obligations of the Developer or consequences for non compliance under the Development Agreement shall not be affected. Further, if any areas are separately allocated to the Principals, the Attorneys shall not have or derive any authority in respect of the same.

**THE FIRST SCHEDULE ABOVE REFERRED TO:<sup>1</sup>**

**{Said Entire Project Land}**

All That the pieces and parcel of land measuring 5 Bighas and 4 Cottahs more or less comprised in C.S. Dag no. 356 and 356/380 of

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Khatian No. 564 of District Settlement and Khatian No. 828 of the Revisional Settlement, within Mouza Tangra, J L No. 5 and land measuring 1.65 acres more or less (equivalent to 5 Bighas) comprised in C.S. Dag no. 353 of C.S. Khatian No. 893 corresponding to R.S. Dag No. 353 under R.S. Khatian No. 114 within Mouza Tangra, J L No. 5, Touzi 1298/2833 aggregating to 10 (Ten) Bighas and 4 (Four) Cottahs more or less togetherwith structure of 10000 sq ft. which is within Ward No. 58 of Kolkata Municipal Corporation, P.S. Pragati Maidan, (formerly Tangra), numbered as 27 Matheswartala Road, Kolkata 700046 (Assessee No. 110580700883 under Kolkata Municipal Corporation) in the State of West Bengal (aggregate land measuring 13645.480 square meters) and is butted and bounded by the following: -

ON THE NORTH	:	By Premises no 71 Matheswartala Road, R.S Dag 357 & 364, Mouza- Tangra
ON THE SOUTH	:	By 48, Matheswartala Road & Municipal Road
ON THE EAST	:	1, HATGACHI ROAD BASTI & 52 feet Municipal Road
ON THE WEST	:	By Premises no 34 & 48, Matheswartala Road, R.S Dag no 357 and Premises No 72, Matheswartala Road, and KMC Land

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**COMMON EXPENSES**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.



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2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the respective buildings of the complex and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the complex.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the complex.



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9. Cleaning as necessary of the areas forming parts of the complex.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the complex and providing such additional apparatus as the builder may think fit.
11. Providing and arranging for the emptying receptacles for rubbish.
12. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the various buildings of the complex or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
13. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
14. Generally managing and administering the development and protecting the amenities in the new building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
15. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying



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the total amount thereof for the period to which the account relates.

16. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the owner/occupier of any flat/flats.
17. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Builder may from time to time be considered necessary for the carrying out of the acts and things mentioned in this Schedule.
18. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
19. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management Company/Association it is reasonable to provide.
20. In such time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.



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[Signature]

21. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organisation for the owners of the Units and shall only be applied in accordance with the decision of the Holding Organisation.
22. The charges/fees of any professional Company/Agency appointed to carry out maintenance and supervision of the complex.
23. Any other expense for common purpose.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**DEPOSITS/EXTRA CHARGES/TAXES**

**IN CASE OF SERVICE APARTMENT BUILDING**

- **Special Amenities/Facilities:** provision of any special amenities/facilities in the common portions including Club Facilities and Development charges etc.
- **Upgradation of fixtures and fittings:** improved specifications of construction of the said complex over and above the Specifications described.
- **Sinking Fund:**
- **Transformer and allied installation:** Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipments.
- Diesel Generator Charges.
- Legal Charges
- **Taxes:** deposits towards Municipal rates and taxes, etc.



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Stamp Duty, Registration Fees, Service Tax and any other tax and imposition levied by the State Government, Central Government or any other authority

- **Common Expenses/Maintenance Charges/Deposits:** proportionate share of the common expenses/maintenance charges as may be levied.
- Formation of Association/Holding Organization
- **Electricity Meter:** Security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Complex, at actual.
- **Internal Layout Change:** any internal change made in the layout of the Owner's Allocation and/or upgradation of fixtures and fittings.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**Part - I**

**(Developers' Allocation)**

**ALL THAT 40% (Forty percent)** of the total realization from sale of constructed areas of the Service Apartment and Revenues collected from the Hotel to be constructed on the said project Land **TOGETHER WITH** the share in the same proportion in car parking spaces (open and covered), **TOGETHER WITH** the undivided proportionate impartible part or share in the said project Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage space

**Part - II**

**(Owners' Allocation)**

**ALL THAT 60% (Sixty percent)** of the total realization from sale of constructed areas of the Service Apartment and Revenues collected



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from the Hotel to be constructed on the said project Land **TOGETHER WITH** the share in the same proportion in car parking spaces (open and covered), **TOGETHER WITH** the undivided proportionate impartible part or share in the said project Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage space and more particularly described in the **Second Schedule**.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**TITLE DEEDS OF THE OWNERS**

The Owners purchased the Said Land by following registered Conveyance Deeds at the office of DSR-II, District South 24 Parganas, Alipore in Book No. 1

Sl. No.	Date	Deed No.	Book no.	Volume No.	Pages	Year
1	27.08.20 13	07906	I	6	460 to 487	2013



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SR.

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

**SIGNED, SEALED AND DELIVERY** by the said **OWNERS/ PRINCIPALS** at Kolkata in the presence of :

1. *Debjyoti Ghosh*  
Advocate  
Sealdah Civil Court,  
KOL-14.

For PS GROUP REALTY PRIVATE LIMITED, PKC & ASSOCIATES LLP, SREOME BUILDERS PRIVATE LIMITED, PAR CARE RESEARCH & MEDICAL PRIVATE LIMITED, SURSARITA TIE UP PRIVATE LIMITED, ANGIRA SALES PRIVATE LIMITED, BHUMI VINIMAY PRIVATE LIMITED, DEVKRIPA VANIJYA PRIVATE LIMITED

*Sk. Apurva*

Authorised Signatory

2. *Ravi Gupta*  
Advocate  
Human Judges' Court-

**SIGNED, SEALED AND DELIVERY** by the said **DEVELOPER/ PROMOTER/ ATTORNEY** at Kolkata in the presence of :

1. *Debjyoti Ghosh*  
Advocate

For SRIPSK Developers LLP

2. *Ravi Gupta*  
Advocate

*Ravi Gupta*

Authorised Signatory

DRAFTED BY ME  
(As Per instruction and  
the Documents available)  
*Debjyoti Ghosh*  
(DEBJYOTI GHOSH)  
ADVOCATE  
WB/547/2009  
SEALDAH CIVIL COURT  
BAR ASSOCIATION  
KOLKATA - 700014



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SITE PLAN SHOWING THE BOUNDARY AT PREMISES NO. - 27, MATHESWARTALA ROAD, KOLKATA - 700046, P.S - PRAGATI MAIDAN, WARD NO. - 58, BOROUGH - VII.

AREA OF LAND ( AS PER DEED ) = 108. - 4K. - 0CH. - 05FT. = 13645.48 SQM.

AREA OF LAND ( AS PER ULC & PHYSICAL ) = 193.36 COTTAHS = 12933.877 SQM.

AREA OF GIFTED LAND FOR ROAD WIDENING = 12.71 COTTAHS = 850.167 SQM.

AREA OF PLOT AFTER GIFT = 12083.710 SQM.

6773 10560 6353 7091 13868 19560 13237 8963 2503 40469 6612 20448 8440 10986 7088 8861 19196 50161 33593 15508 17509 31272 6612

LAND AREA = 12083.710 SQ.M.

34  
MATHESWARTALA  
ROAD

DAG NO - 357

17B48 16481 29310 50B91

72  
MATHESWARTALA  
ROAD

21337 4737 12280 8868 13305 13146 14464 14992 12440 16308 15792

PUMPING  
STATION  
WATER  
SUPPLY

48  
MATHESWARTALA  
ROAD

ROAD

ROAD

1, HATGACHIA  
BASTI

16m. ROAD

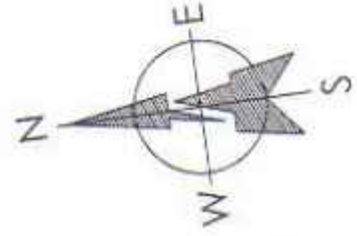
HATCHED  
AREA  
( 850.167  
SQ.M ) FREE  
GIFTED LAND  
FOR ROAD  
WIDENING TO  
K.M.C.

MILAN MELA

For PS GROUP REALTY PRIVATE LIMITED  
PKC & ASSOCIATES LLP, BREEZHE BUILDERS  
PRIVATE LIMITED, PNR CARE RESEARCH  
& MEDICAL PRIVATE LIMITED,  
BURGARITA TIE UP PRIVATE LIMITED,  
ARGIRA SALES PRIVATE LIMITED,  
BIHUMI VINIMAY PRIVATE LIMITED,  
DEVKRIPA VANIJYA PRIVATE LIMITED

*S. K. Ghosh*  
Director / Authorised Signatory

For SRIPSK Developers LLP  
*K. Ghosh*  
Authorised Signatory



NOTE:  
1. BOUNDARIES OF PREMISES NO - 27, MATHESWARTALA ROAD, KOLKATA  
ADMEASURING 12083.710 SQM. SHOWN THUS IN RED BORDERS.

SCALE -  
1:500



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# SREOME BUILDERS PRIVATE LIMITED

12C CHAKRABERIA ROAD KOLKATA- 700020 WB

CIN: U70101WB1995PTC071944

Email: [cs@psgroup.in](mailto:cs@psgroup.in)

Phone No: 9836299939

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF SREOME BUILDERS PRIVATE LIMITED HELD ON MONDAY, 06<sup>TH</sup> DAY OF MAY, 2024 AT THE REGISTERED OFFICE OF THE COMPANY AT 1002, E M BYPASS, FRONT BLOCK, POLICE STATION- PRAGATI MAIDAN (PREVIOUSLY TOPSIA), POST OFFICE- DHAPA, KOLKATA – 700105 FROM 05.30 P.M. TO 06.00 P.M.

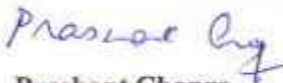
“RESOLVED THAT Sri Sunil Agarwal, son of Late Mahabir Prasad Agarwal,(PAN ADAPA9172G)(Aadhar No: 740538323436) by faith- Hindu, by Occupation- Service, residing at Block P, Flat 3A, Sherwood Estate, 169, N.S.Bose Road, Post Office – Narendrapur, Police Station- Now Narendrapur (Previously Sonarpur), Kolkata- 700103 Authorized Signatory, be and is hereby authorized to sign, execute and register Development Agreement/ Supplementary Development/ Boundary Declaration and all such document (s), in connection with ALL THAT the pieces and parcel of land measuring 5 Bighas and 4 Cottahs more or less comprised in C.S. Dag no. 356 and 356/380 of Khatian No. 564 of District Settlement and Khatian No. 828 of the Revisional Settlement, within Mouza Tangra, J L No. 5 and land measuring 1.65 acres more or less (equivalent to 5 Bighas) comprised in C.S. Dag no. 353 of C.S. Khatian No. 893 corresponding to R.S. Dag No. 353 under R.S. Khatian No. 114 within Mouza Tangra, J L No. 5, Touzi 1298/2833 aggregating to 10 (Ten) Bighas and 4 (Four) Cottahs more or less within Ward No. 58 of Kolkata Municipal Corporation, P.S. Pragati Maidan, (formerly Tangra), numbered as 27 Matheswartala Road, Kolkata 700046, and to do the other acts, deeds and things necessary for the said purpose”.

“RESOLVED FURTHER THAT Sri Sunil Agarwal is hereby also authorized to present before the concerned Registrar to sign and execute the aforesaid document as and when required”.

The Resolution was carried unanimously.

Certified true copy

For Sreome Builders Private Limited



Prashant Chopra

Director

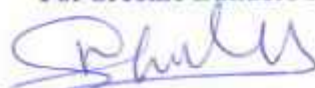
DIN: 01533392



Authorized Signatory

Attested by me

For Sreome Builders Private Limited



Man Mohan Shukla

Director

DIN: 10364860



**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF P S GROUP REALTY PRIVATE LIMITED HELD AT ITS REGISTERED OFFICE AT 1002 E M BYPASS FRONT BLOCK KOLKATA - 700105 ON MONDAY, 13<sup>TH</sup> MAY, 2024 FROM 11.30 A.M. TO 12.30 P.M.**

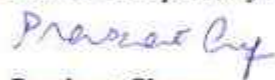
“RESOLVED THAT Sri Sunil Agarwal, son of Late Mahabir Prasad Agarwal,(PAN ADAPA9172G) (Aadhar No: 740538323436) by faith- Hindu, by Occupation- Service, residing at Block P, Flat 3A, Sherwood Estate, 169, N.S.Bose Road, Post Office – Narendrapur, Police Station- Now Narendrapur (Previously Sonarpur), Kolkata- 700103 Authorized Signatory, be and is hereby authorized to sign, execute and register Development Agreement/ Supplementary Development/ Boundary Declaration and all such document (s), in connection with **ALL THAT** the pieces and parcel of land measuring 5 Bighas and 4 Cottahs more or less comprised in C.S. Dag no. 356 and 356/380 of Khatian No. 564 of District Settlement and Khatian No. 828 of the Revisional Settlement, within Mouza Tangra, J L No. 5 and land measuring 1.65 acres more or less (equivalent to 5 Bighas) comprised in C.S. Dag no. 353 of C.S. Khatian No. 893 corresponding to R.S. Dag No. 353 under R.S. Khatian No. 114 within Mouza Tangra, J L No. 5, Touzi 1298/2833 aggregating to 10 (Ten) Bighas and 4 (Four) Cottahs more or less within Ward No. 58 of Kolkata Municipal Corporation, P.S. Pragati Maidan, (formerly Tangra), numbered as 27 Matheswartala Road, Kolkata 700046, and to do the other acts, deeds and things necessary for the said purpose”.

“RESOLVED FURTHER THAT Sri Sunil Agarwal is hereby also authorized to present before the concerned Registrar to sign and execute the aforesaid document as and when required”.

The Resolution was carried unanimously.

*Certified true copy*

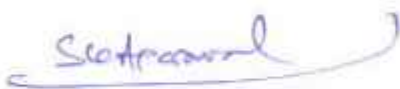
*For PS Group Realty Private Limited*



**Prashant Chopra**

**Director**

**DIN: 01533392**



**Authorized Signatory**

*Attested by me*

*PS Group Realty Private Limited*



**Ravi Kumar Dugar**

**Director**

**DIN: 01549253**



District Sub Registrar-II  
Alipore, South 24 Parganas  
19 JUL 2024

# PKC & ASSOCIATES LLP

1002 E M Bypass Front Block Kolkata -700105 West Bengal

LLPIN: AAE-8464

Email Id: [cs@psgroup.in](mailto:cs@psgroup.in)

Phone No: 033- 6767 6700

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**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE PARTNERS OF PKC & ASSOCIATES LLP HELD ON 20<sup>TH</sup> DAY OF MAY, 2024 AT THE REGISTERED OFFICE OF THE LLP AT 1002, E M BYPASS, FRONT BLOCK, POLICE STATION- PRAGATI MAIDAN (PREVIOUSLY TOPSIA), POST OFFICE- DHAPA, KOLKATA – 700105**

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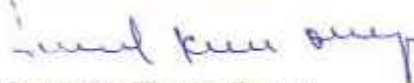
“RESOLVED THAT Sri Sunil Agarwal, son of Late Mahabir Prasad Agarwal,(PAN ADAPA9172G)(Aadhar No: 740538323436) by faith- Hindu, by Occupation- Service, residing at Block P, Flat 3A, Sherwood Estate, 169, N.S.Bose Road, Post Office – Narendrapur, Police Station- Now Narendrapur (Previously Sonarpur), Kolkata- 700103 Authorized Signatory, be and is hereby authorized to sign, execute and register Development Agreement/ Supplementary Development/ Boundary Declaration and all such document (s), in connection with **ALL THAT** the pieces and parcel of land measuring 5 Bighas and 4 Cottahs more or less comprised in C.S. Dag no. 356 and 356/380 of Khatian No. 564 of District Settlement and Khatian No. 828 of the Revisional Settlement, within Mouza Tangra, J L No. 5 and land measuring 1.65 acres more or less (equivalent to 5 Bighas) comprised in C.S. Dag no. 353 of C.S. Khatian No. 893 corresponding to R.S. Dag No. 353 under R.S. Khatian No. 114 within Mouza Tangra, J L No. 5, Touzi 1298/2833 aggregating to 10 (Ten) Bighas and 4 (Four) Cottahs more or less within Ward No. 58 of Kolkata Municipal Corporation, P.S. Pragati Maidan, (formerly Tangra), numbered as 27 Matheswartala Road, Kolkata 700046, and to do the other acts, deeds and things necessary for the said purpose”.

“RESOLVED FURTHER THAT Sri Sunil Agarwal is hereby also authorized to present before the concerned Registrar to sign and execute the aforesaid document as and when required”.

The Resolution was carried unanimously.

Certified true copy

For PKC & Associates LLP



Surendra Kumar Dugar

Designated Partner

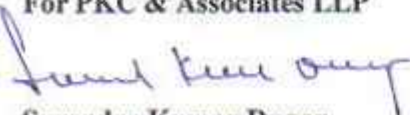
DPIN: 00424900



Authorized Signatory

Attested by me

For PKC & Associates LLP



Surendra Kumar Dugar

Designated Partner

DPIN: 00424900



# ANGIRA SALES PRIVATE LIMITED

36/1A, ELGIN ROAD, KOLKATA-700020

Email id: [accounts@srijanrealty.in](mailto:accounts@srijanrealty.in) Ph-033 4040 2020

CIN- U51109WB2005PTC105023

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF ANGIRA SALES PRIVATE LIMITED HELD ON 20<sup>TH</sup> DAY OF MAY, 2024 AT THE REGISTERED OFFICE OF THE COMPANY AT 36/1A, ELGIN ROAD, POST OFFICE- LALA LAJPAT RAI SARANI, POLICE STATION- BHAWANIPURE, KOLKATA - 700020**

"RESOLVED THAT Sri Sunil Agarwal, son of Late Mahabir Prasad Agarwal,(PAN ADAPA9172G) (Aadhar No: 740538323436) by faith- Hindu, by Occupation- Service, residing at Block P, Flat 3A, Sherwood Estate, 169, N.S.Bose Road, Post Office - Narendrapur, Police Station- Now Narendrapur (Previously Sonarpur), Kolkata- 700103 Authorized Signatory, be and is hereby authorized to sign, execute and register Development Agreement/ Supplementary Development/ Boundary Declaration and all such document (s), in connection with ALL THAT the pieces and parcel of land measuring 5 Bighas and 4 Cottahs more or less comprised in C.S. Dag no. 356 and 356/380 of Khatian No. 564 of District Settlement and Khatian No. 828 of the Revisional Settlement, within Mouza Tangra, J L No. 5 and land measuring 1.65 acres more or less (equivalent to 5 Bighas) comprised in C.S. Dag no. 353 of C.S. Khatian No. 893 corresponding to R.S. Dag No. 353 under R.S. Khatian No. 114 within Mouza Tangra, J L No. 5, Touzi 1298/2833 aggregating to 10 (Ten) Bighas and 4 (Four) Cottahs more or less within Ward No. 58 of Kolkata Municipal Corporation, P.S. Pragati Maidan, (formerly Tangra), numbered as 27 Matheswartala Road, Kolkata 700046, and to do the other acts, deeds and things necessary for the said purpose".

"RESOLVED FURTHER THAT Sri Sunil Agarwal is hereby also authorized to present before the concerned Registrar to sign and execute the aforesaid document as and when required".

The Resolution was carried unanimously.

Certified true copy

For ANGIRA SALES PRIVATE LIMITED



Director

RAM NAREESH AGARWAL

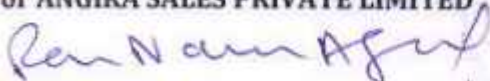
(DIN:00206676)



Authorized Signatory

Attested by me

For ANGIRA SALES PRIVATE LIMITED



Director

RAM NAREESH AGARWAL

(DIN:00206676)



# PRIMA SACES PRIVATE LIMITED

INCORPORATED IN INDIA

100, Park Road, Bangalore - 560002

TELEPHONE: 22222222

IN WITNESS WHEREOF, the Board of Directors of the Company has caused this Certificate to be signed by its duly authorized officers and the same to be attested by its Secretary, on this 15th day of January, 1999.

Signature of the Secretary  
Name of the Secretary  
Signature of the Director  
Name of the Director

Witnessed by me, the undersigned, a Notary Public for the State of Karnataka, on this 15th day of January, 1999.



Handwritten notes and signatures in the bottom right corner of the page.



# BHUMI VINIMAY PRIVATE LIMITED

36/1A, ELGIN ROAD, KOLKATA-700020

Email id: [accounts@srijanrealty.in](mailto:accounts@srijanrealty.in) Ph-033 4040 2020

CIN- U51109WB2006PTC107904

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF BHUMI VINIMAY PRIVATE LIMITED HELD ON 20<sup>TH</sup> DAY OF MAY, 2024 AT THE REGISTERED OFFICE OF THE COMPANY AT 36/1A, ELGIN ROAD, POST OFFICE- LALA LAJPAT RAI SARANI, POLICE STATION- BHAWANIPORE, KOLKATA - 700020**

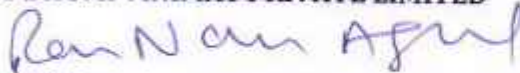
**"RESOLVED THAT Sri Sunil Agarwal, son of Late Mahabir Prasad Agarwal,(PAN ADAPA9172G) (Aadhar No: 740538323436) by faith- Hindu, by Occupation- Service, residing at Block P, Flat 3A, Sherwood Estate, 169, N.S.Bose Road, Post Office - Narendrapur, Police Station- Now Narendrapur (Previously Sonarpur), Kolkata- 700103 Authorized Signatory, be and is hereby authorized to sign, execute and register Development Agreement/ Supplementary Development/ Boundary Declaration and all such document (s), in connection with ALL THAT the pieces and parcel of land measuring 5 Bighas and 4 Cottahs more or less comprised in C.S. Dag no. 356 and 356/380 of Khatian No. 564 of District Settlement and Khatian No. 828 of the Revisional Settlement, within Mouza Tangra, J L No. 5 and land measuring 1.65 acres more or less (equivalent to 5 Bighas) comprised in C.S. Dag no. 353 of C.S. Khatian No. 893 corresponding to R.S. Dag No. 353 under R.S. Khatian No. 114 within Mouza Tangra, J L No. 5, Touzi 1298/2833 aggregating to 10 (Ten) Bighas and 4 (Four) Cottahs more or less within Ward No. 58 of Kolkata Municipal Corporation, P.S. Pragati Maidan, (formerly Tangra), numbered as 27 Matheswartala Road, Kolkata 700046, and to do the other acts, deeds and things necessary for the said purpose".**

**"RESOLVED FURTHER THAT Sri Sunil Agarwal is hereby also authorized to present before the concerned Registrar to sign and execute the aforesaid document as and when required".**

The Resolution was carried unanimously.

Certified true copy

For BHUMI VINIMAY PRIVATE LIMITED



Director

RAM NAREESH AGARWAL

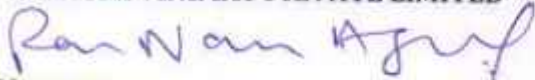
(DIN:00206676)



Authorized Signatory

Attested by me

For BHUMI VINIMAY PRIVATE LIMITED



Director

RAM NAREESH AGARWAL

(DIN:00206676)

THE HINDUSTAN PATENTS LIMITED

Registered Office: 10, Market Street, Calcutta.

Agents: Messrs. J. H. & Co., 10, Market Street, Calcutta.

It is hereby notified that the following Patents have been granted to the Hindustan Patents Limited, and the same are now available for working in India:

1. Patent No. 10,000, for an improvement in the method of manufacturing paper, the nature of which is described in the specification filed with the Registrar of Patents, Calcutta, on the 10th day of January, 1924, and published in the Patent Office Gazette, Calcutta, on the 10th day of February, 1924.

2. Patent No. 10,001, for an improvement in the method of manufacturing paper, the nature of which is described in the specification filed with the Registrar of Patents, Calcutta, on the 10th day of January, 1924, and published in the Patent Office Gazette, Calcutta, on the 10th day of February, 1924.



# DEVKRIPA VANIJAYA PRIVATE LIMITED

36/1A, ELGIN ROAD, KOLKATA-700020  
Email id: [accounts@srijanrealty.in](mailto:accounts@srijanrealty.in) Ph-033 4040 2020  
CIN- U51109WB2006PTC107782

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF DEVKRIPA VANIJAYA PRIVATE LIMITED HELD ON 20<sup>TH</sup> DAY OF MAY, 2024 AT THE REGISTERED OFFICE OF THE COMPANY AT 36/1A, ELGIN ROAD, POST OFFICE- LALA LAJPAT RAI SARANI, POLICE STATION- BHAWANIPURE, KOLKATA - 700020**

**"RESOLVED THAT Sri Sunil Agarwal**, son of Late Mahabir Prasad Agarwal, (PAN ADAPA9172G) (Aadhar No: 7405 3832 3436) by faith- Hindu, by Occupation- Service, residing at Block P, Flat 3A, Sherwood Estate, 169, N.S. Bose Road, Post Office - Narendrapur, Police Station- Now Narendrapur (Previously Sonarpur), Kolkata- 700103 Authorized Signatory, be and is hereby authorized to sign, execute and register Development Agreement/ Supplementary Development/ Boundary Declaration and all such document (s), in connection with **ALL THAT** the pieces and parcel of land measuring 5 Bighas and 4 Cottahs more or less comprised in C.S. Dag no. 356 and 356/380 of Khatian No. 564 of District Settlement and Khatian No. 828 of the Revisional Settlement, within Mouza Tangra, J L No. 5 and land measuring 1.65 acres more or less (equivalent to 5 Bighas) comprised in C.S. Dag no. 353 of C.S. Khatian No. 893 corresponding to R.S. Dag No. 353 under R.S. Khatian No. 114 within Mouza Tangra, J L No. 5, Touzi 1298/2833 aggregating to 10 (Ten) Bighas and 4 (Four) Cottahs more or less within Ward No. 58 of Kolkata Municipal Corporation, P.S. Pragati Maidan, (formerly Tangra), numbered as 27 Matheswartala Road, Kolkata 700046, and to do the other acts, deeds and things necessary for the said purpose".

**"RESOLVED FURTHER THAT Sri Sunil Agarwal** is hereby also authorized to present before the concerned Registrar to sign and execute the aforesaid document as and when required".

The Resolution was carried unanimously.

Certified true copy

For DEVKRIPA VANIJAYA PRIVATE LIMITED

*Ram Nareish Agarwal*

Director

RAM NARESH AGARWAL

(DIN:00206676)

*Seetaparna*

Authorized Signatory

Attested by me

For DEVKRIPA VANIJAYA PRIVATE LIMITED

*Ram Nareish Agarwal*

Director

RAM NARESH AGARWAL

(DIN:00206676)

**REGISTRATION DEPARTMENT**  
GOVERNMENT OF WEST BENGAL  
ALIPUR JARAI

Date: \_\_\_\_\_

No. \_\_\_\_\_

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**SURSARITA TIE UP PRIVATE LIMITED**

CIN NO. U51109WB2007PTC113791

Address: P-17A, Ashutosh Chowdhury Avenue, Kolkata - 700 019

Email Id: sursaritatieup@gmail.com

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF SURSARITA TIE UP PRIVATE LIMITED HELD ON 20TH DAY OF MAY, 2024 AT THE REGISTERED OFFICE OF THE COMPANY AT P-17A, ASHUTOSH CHOWDHURY AVENUE, POLICE STATION- KARAYA, KOLKATA-700019

**"RESOLVED THAT Sri Sunil Agarwal**, son of Late Mahabir Prasad Agarwal, (PAN ADAPA9172G) (Aadhar No: 740538323436) by faith- Hindu, by Occupation- Service, residing at Block P, Flat 3A, Sherwood Estate, 169, N.S. Bose Road, Post Office - Narendrapur, Police Station- Now Narendrapur (Previously Sonarpur), Kolkata- 700103 Authorized Signatory, be and is hereby authorized to sign, execute and register Development Agreement/ Supplementary Development/ Boundary Declaration and all such document (s), in connection with **ALL THAT** the pieces and parcel of land measuring 5 Bighas and 4 Cottahs more or less comprised in C.S. Dag no. 356 and 356/380 of Khatian No. 564 of District Settlement and Khatian No. 828 of the Revisional Settlement, within Mouza Tangra, J L No. 5 and land measuring 1.65 acres more or less (equivalent to 5 Bighas) comprised in C.S. Dag no. 353 of C.S. Khatian No. 893 corresponding to R.S. Dag No. 353 under R.S. Khatian No. 114 within Mouza Tangra, J L No. 5, Touzi 1298/2833 aggregating to 10 (Ten) Bighas and 4 (Four) Cottahs more or less within Ward No. 58 of Kolkata Municipal Corporation, P.S. Pragati Maidan, (formerly Tangra), numbered as 27 Matheswartala Road, Kolkata 700046, and to do the other acts, deeds and things necessary for the said purpose".

**"RESOLVED FURTHER THAT Sri Sunil Agarwal** is hereby also authorized to present before the concerned Registrar to sign and execute the aforesaid document as and when required".

The Resolution was carried unanimously.

Certified true copy

For SURSARITA TIE UP PRIVATE LIMITED

*S. Ramo*  
Director

(DIN: 02145329)



*S. Ramo*

Authorized Signatory

Attested by me

For SURSARITA TIE UP PRIVATE LIMITED

*S. Ramo*  
Director

(DIN: 02145329)





**PAR CARE RESEARCH & MEDICAL PRIVATE LIMITED**

CIN NO. U85110WB1992PTC057034

Address: P-17A, Ashutosh Chowdhury Avenue, Kolkata - 700 019

Email Id: parcareresearch@gmail.com

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF PAR CARE RESEARCH & MEDICAL PRIVATE LIMITED HELD ON 20TH DAY OF MAY, 2024, AT THE REGISTERED OFFICE OF THE COMPANY AT P-17A, ASHUTOSH CHOWDHURY AVENUE, POLICE STATION- KARAYA, KOLKATA-700019

**"RESOLVED THAT Sri Sunil Agarwal**, son of Late Mahabir Prasad Agarwal, (PAN ADAPA9172G)(Aadhar No: 740538323436) by faith- Hindu, by Occupation- Service, residing at Block P, Flat 3A, Sherwood Estate, 169, N.S.Bose Road, Post Office - Narendrapur, Police Station- Now Narendrapur (Previously Sonarpur), Kolkata-700103 Authorized Signatory, be and is hereby authorized to sign, execute and register Development Agreement/ Supplementary Development/ Boundary Declaration and all such document (s), in connection with **ALL THAT** the pieces and parcel of land measuring 5 Bighas and 4 Cottahs more or less comprised in C.S. Dag no. 356 and 356/380 of Khatian No. 564 of District Settlement and Khatian No. 828 of the Revisional Settlement, within Mouza Tangra, J L No. 5 and land measuring 1.65 acres more or less (equivalent to 5 Bighas) comprised in C.S. Dag no. 353 of C.S. Khatian No. 893 corresponding to R.S. Dag No. 353 under R.S. Khatian No. 114 within Mouza Tangra, J L No. 5, Touzi 1298/2833 aggregating to 10 (Ten) Bighas and 4 (Four) Cottahs more or less within Ward No. 58 of Kolkata Municipal Corporation, P.S. Pragati Maidan, (formerly Tangra), numbered as 27 Matheswartala Road, Kolkata 700046, and to do the other acts, deeds and things necessary for the said purpose".

**"RESOLVED FURTHER THAT Sri Sunil Agarwal** is hereby also authorized to present before the concerned Registrar to sign and execute the aforesaid document as and when required".

The Resolution was carried unanimously.

Certified true copy

**For PAR CARE RESEARCH & MEDICAL PRIVATE LIMITED**

  
Director

(DIN: 02145329)





**Authorized Signatory**

Attested by me

**For PAR CARE RESEARCH & MEDICAL PRIVATE LIMITED**

  
Director

(DIN: 02145329)







# SRIPSK DEVELOPERS LLP

36/1A, ELGIN ROAD, KOLKATA- 700020

Email id: [accounts@srijanrealty.in](mailto:accounts@srijanrealty.in) Ph-033 4040 2020

LLPIN- AAS-9703

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**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE PARTNERS OF SRIPSK DEVELOPERS LLP HELD ON 20<sup>TH</sup> DAY OF MAY, 2024 AT THE REGISTERED OFFICE OF THE LLP AT 36/1A, ELGIN ROAD, POST OFFICE- LALA LAJPAT RAI SARANI, POLICE STATION- BHAWANIPORE, KOLKATA- 700020**

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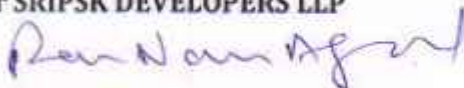
**"RESOLVED THAT Mr. Keshav Agarwal, (PAN: DBBPA3241L) (Aadhar: 801501158057) son of Sri Shyam Sunder Agarwal, by Occupation- Business, by faith- Hindu, residing at 2, Justice Chandra Madhab Road, Police Station- Bhawanipore, Post Office- Lala Lajpat Rai Sarani, Kolkata- 700020, Authorized Signatory, be and is hereby authorized to sign, execute and register Development Agreement/ Supplementary Development and all such document (s), in connection with ALL THAT the pieces and parcel of land measuring 5 Bighas and 4 Cottahs more or less comprised in C.S. Dag no. 356 and 356/380 of Khatian No. 564 of District Settlement and Khatian No. 828 of the Revisional Settlement, within Mouza Tangra, J L No. 5 and land measuring 1.65 acres more or less (equivalent to 5 Bighas) comprised in C.S. Dag no. 353 of C.S. Khatian No. 893 corresponding to R.S. Dag No. 353 under R.S. Khatian No. 114 within Mouza Tangra, J L No. 5, Touzi 1298/2833 aggregating to 10 (Ten) Bighas and 4 (Four) Cottahs more or less within Ward No. 58 of Kolkata Municipal Corporation, P.S. Pragati Maidan, (formerly Tangra), numbered as 27 Matheswartala Road, Kolkata 700046, and to do the other acts, deeds and things necessary for the said purpose".**

**"RESOLVED FURTHER THAT Mr. Keshav Agarwal is hereby also authorized to present before the concerned Registrar to sign and execute the aforesaid document as and when required".**

The Resolution was carried unanimously.

Certified true copy

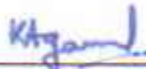
For SRIPSK DEVELOPERS LLP



Designated Partner

RAM NARESH AGARWAL

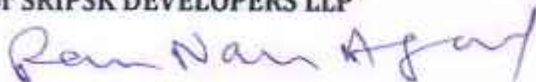
(DIN:00206676)



Authorized Signatory

Attested by me

For SRIPSK DEVELOPERS LLP



Designated Partner

RAM NARESH AGARWAL

(DIN:00206676)

# SILBER DEVELOPERS LLP

101, Sector 10, Gurgaon, Haryana  
122001, India  
Tel: +91 122 412 3456  
Email: info@silberdevelopers.com

Dear Sir,

I am writing to you regarding the project we discussed in our meeting last week. We are pleased to hear that you are interested in our services and would like to proceed with the project. We will be happy to assist you in any way we can.

We have reviewed the details of the project and we are confident that we can deliver the results you are looking for. We will be working closely with you throughout the project to ensure that we meet your requirements and expectations.

We are looking forward to working with you and to the successful completion of the project. Please let us know if you have any questions or need any further information.

Yours faithfully,  
[Signature]



## FINGER PRINTS

					
	Little      Ring      Middle      Fore      Thumb (Left Hand)				
					
	Thumb      Fore      Middle      Ring      Little (Right Hand)				

Name SUNIL Agarwal  
 Signature..... *Sunil Agarwal*

					
	Little      Ring      Middle      Fore      Thumb (Left Hand)				
					
	Thumb      Fore      Middle      Ring      Little (Right Hand)				

Name : Keshav Agarwal  
 Signature..... *Keshav*

PHOTO					
	Little      Ring      Middle      Fore      Thumb (Left Hand)				
	Thumb      Fore      Middle      Ring      Little (Right Hand)				

Name  
 Signature.....



District Sub Registrar-II  
Alipore, South 24 Parganas  
19 JUL 2024



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



192024250093594638

GRN Details

GRN:	192024250093594638	Payment Mode:	SBI Epay
GRN Date:	26/06/2024 10:37:11	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	1481575011940	BRN Date:	26/06/2024 10:37:38
Gateway Ref ID:	0860363216	Method:	ICICI Bank - Corporate NB
GRIPS Payment ID:	260620242009359462	Payment Init. Date:	26/06/2024 10:37:11
Payment Status:	Successful	Payment Ref. No:	2001527472/8/2024
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	Ms SRIPSK DEVELOPERS LLP
Address:	36/1A, ELGIN ROAD, KOL-20
Mobile:	9681224601
Period From (dd/mm/yyyy):	26/06/2024
Period To (dd/mm/yyyy):	26/06/2024
Payment Ref ID:	2001527472/8/2024
Dept Ref ID/DRN:	2001527472/8/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001527472/8/2024	Property Registration- Stamp duty	0030-02-103-003-02	75070
2	2001527472/8/2024	Property Registration- Registration Fees	0030-03-104-001-16	28
			<b>Total</b>	<b>75098</b>

IN WORDS: SEVENTY FIVE THOUSAND NINETY EIGHT ONLY.

PAID



### Major Information of the Deed

Deed No :	I-1602-10331/2024	Date of Registration	19/07/2024
Query No / Year	1602-2001527472/2024	Office where deed is registered	
Query Date	20/06/2024 4:13:03 PM	D.S.R. - I   SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	APURBAA GHOSH DEWANMARO, POST: NIMPURA, Thana : Kharagpur Town, District : Paschim Midnapore, WEST BENGAL, PIN - 721304, Mobile No. : 9474977297, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 50/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 74,13,37,574/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,120/- (Article:48(g))	Rs. 80/- (Article:E, E, E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: South 24-Parganas, P.S:- Tangra, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Matheswartala Road, Road Zone : (On Road – On Road) , Premises No: 27, , Ward No: 058 Pin Code : 700046

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	10 Bigha 4 Katha	1/-	73,44,00,074/-	Property is on Road
<b>Grand Total :</b>				<b>336.6Dec</b>	<b>1 /-</b>	<b>7344,00,074 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	10000 Sq Ft.	1/-	69,37,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 10000 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 20 Years, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>10000 sq ft</b>	<b>1 /-</b>	<b>69,37,500 /-</b>	

### Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>PS GROUP REALTY PRIVATE LIMITED</b> 1002,e M Bypass, Front Block, City:- , P.O:- Dhapa, P.S:-Topsia, District:-South 24-Parganas, West Bengal, India, PIN:- 700105 Date of Incorporation:XX-XX-1XX8 , PAN No.:: aaxxxxxx0e,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative





2	<b>PKC &amp; ASSOCIATES LLP</b> 1002,e M Bypass,Front Block, City:- , P.O:- Dhapa, P.S:-Topsia, District:-South 24-Parganas, West Bengal, India, PIN:- 700105 Date of Incorporation:XX-XX-2XX5 , PAN No.:: AAxxxxxx6J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
3	<b>SREOME BUILDERS PRIVATE LIMITED</b> 1002.E M Bypass, Front Block, City:- , P.O:- Dhapa, P.S:-Topsia, District:-South 24-Parganas, West Bengal, India, PIN:- 700105 Date of Incorporation:XX-XX-1XX5 , PAN No.:: AAxxxxxx0M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
4	<b>PAR CARE RESEARCH &amp; MEDICAL PRIVATE LIMITED</b> P 17A, Ashutosh Chowdhury Avenue, City:- , P.O:- Entally, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700014 Date of Incorporation:XX-XX-1XX2 , PAN No.:: AAxxxxxx2K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
5	<b>SURSARITA TIE UP PRIVATE LIMITED</b> P 17A, Ashutosh Chowdhury Avenue, City:- , P.O:- Entally, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700014 Date of Incorporation:XX-XX-2XX7 , PAN No.:: AAxxxxxx1B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
6	<b>ANGIRA SALES PRIVATE LIMITED</b> 36/1A,Elgin Road, City:- , P.O:- Lala Lajpat Rai Sarani, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 Date of Incorporation:XX-XX-2XX5 , PAN No.:: AAxxxxxx6B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
7	<b>BHUMI VINIMAY PRIVATE LIMITED</b> 36/1A,Elgin Road, City:- , P.O:- Lala Lajpat Rai Sarani, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 Date of Incorporation:XX-XX-2XX6 , PAN No.:: AAxxxxxx0C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
8	<b>DEVKRIPA VANIJYA PRIVATE LIMITED</b> 36/1A,Elgin Road, City:- , P.O:- Lala Lajpat Rai Sarani, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 Date of Incorporation:XX-XX-2XX6 , PAN No.:: AAxxxxxx2H,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	<b>SRIPSK DEVELOPERS LLP</b> 36/1A,Elgin Road, City:- , P.O:- Lala Lajpat Rai Sarani, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 Date of Incorporation:XX-XX-2XX0 , PAN No.:: AExxxxxx9H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr SUNIL AGARWAL</b> <b>(Presentant)</b> Son of Late MAHABIR PRASAD AGARWAL Date of Execution - 19/06/2024 , Admitted by: Self, Date of Admission: 19/07/2024, Place of Admission of Execution: Office	 <small>Jul 19 2024 2:31PM</small>	 <small>LT1 19/07/2024</small>	 <small>19/07/2024</small>



BLOCK P,FLAT 3A,LOBBY 1,SHERWOOD ESTATE,169 N S C BOSE ROAD, City:- , P.O:- NARENDRAPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700103, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Date of Birth:XX-XX-1XX9 , PAN No.:: ADxxxxx2G, Aadhaar No: 74xxxxxxxx3436 Status : Representative, Representative of : PS GROUP REALTY PRIVATE LIMITED (as AUTHORISED SIGNATORY), PKC & ASSOCIATES LLP (as AUTHORISED SIGNATORY), SREOME BUILDERS PRIVATE LIMITED (as AUTHORISED SIGNATORY), PAR CARE RESEARCH & MEDICAL PRIVATE LIMITED (as AUTHORISED SIGNATORY), SURSARITA TIE UP PRIVATE LIMITED (as AUTHORISED SIGNATORY), ANGIRA SALES PRIVATE LIMITED (as AUTHORISED SIGNATORY), BHUMI VINIMAY PRIVATE LIMITED (as AUTHORISED SIGNATORY), DEVKRIPA VANIJYA PRIVATE LIMITED (as AUTHORISED SIGNATORY)

2	Name	Photo	Finger Print	Signature
	<b>Mr KESHAV AGARWAL</b> Son of Mr Shyam Sunder Agarwal Date of Execution - 19/06/2024, , Admitted by: Self, Date of Admission: 19/07/2024, Place of Admission of Execution: Office	 <small>Jul 19 2024 4:27PM</small>	 <small>LTI 19/07/2024</small>	 <small>19/07/2024</small>
2, Justice Chandra Madhab Road, City:- , P.O:- Bhawanipore, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-2XX0 , PAN No.:: dbxxxxx1I,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SRIPSK DEVELOPERS LLP (as PARTNER)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr DEBJYOTI GHOSH</b> Son of Late Jayanta Kumar Ghosh Sealdah Civil Court,Room No. 411, City:-, P.O:- Bellaghata, P.S:-Bellaghata, District:-South 24-Parganas, West Bengal, India, PIN:- 700014	 <small>19/07/2024</small>	 <small>19/07/2024</small>	 <small>19/07/2024</small>
Identifier Of Mr SUNIL AGARWAL, Mr KESHAV AGARWAL			



Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	PS GROUP REALTY PRIVATE LIMITED	SRIPSK DEVELOPERS LLP-42.075 Dec
2	PKC & ASSOCIATES LLP	SRIPSK DEVELOPERS LLP-42.075 Dec
3	SREOME BUILDERS PRIVATE LIMITED	SRIPSK DEVELOPERS LLP-42.075 Dec
4	PAR CARE RESEARCH & MEDICAL PRIVATE LIMITED	SRIPSK DEVELOPERS LLP-42.075 Dec
5	SURSARITA TIE UP PRIVATE LIMITED	SRIPSK DEVELOPERS LLP-42.075 Dec
6	ANGIRA SALES PRIVATE LIMITED	SRIPSK DEVELOPERS LLP-42.075 Dec
7	BHUMI VINIMAY PRIVATE LIMITED	SRIPSK DEVELOPERS LLP-42.075 Dec
8	DEVKRIPA VANIJYA PRIVATE LIMITED	SRIPSK DEVELOPERS LLP-42.075 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	PS GROUP REALTY PRIVATE LIMITED	SRIPSK DEVELOPERS LLP-1250.00000000 Sq Ft
2	PKC & ASSOCIATES LLP	SRIPSK DEVELOPERS LLP-1250.00000000 Sq Ft
3	SREOME BUILDERS PRIVATE LIMITED	SRIPSK DEVELOPERS LLP-1250.00000000 Sq Ft
4	PAR CARE RESEARCH & MEDICAL PRIVATE LIMITED	SRIPSK DEVELOPERS LLP-1250.00000000 Sq Ft
5	SURSARITA TIE UP PRIVATE LIMITED	SRIPSK DEVELOPERS LLP-1250.00000000 Sq Ft
6	ANGIRA SALES PRIVATE LIMITED	SRIPSK DEVELOPERS LLP-1250.00000000 Sq Ft
7	BHUMI VINIMAY PRIVATE LIMITED	SRIPSK DEVELOPERS LLP-1250.00000000 Sq Ft
8	DEVKRIPA VANIJYA PRIVATE LIMITED	SRIPSK DEVELOPERS LLP-1250.00000000 Sq Ft



**Endorsement For Deed Number : I - 160210331 / 2024**

**On 19-07-2024**

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

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

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

Presented for registration at 12:40 hrs on 19-07-2024, at the Office of the D.S.R. -I I SOUTH 24-PARGANAS by Mr SUNIL AGARWAL .,

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

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 74,13,37,574/-

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

Execution is admitted on 19-07-2024 by Mr SUNIL AGARWAL, AUTHORISED SIGNATORY, PS GROUP REALTY PRIVATE LIMITED (Private Limited Company), 1002,e M Bypass, Front Block, City:- , P.O:- Dhapa, P.S:-Topsia, District:-South 24-Parganas, West Bengal, India, PIN:- 700105; AUTHORISED SIGNATORY, PKC & ASSOCIATES LLP (LLP), 1002,e M Bypass,Front Block, City:- , P.O:- Dhapa, P.S:-Topsia, District:-South 24-Parganas, West Bengal, India, PIN:- 700105; AUTHORISED SIGNATORY, SREOME BUILDERS PRIVATE LIMITED (Private Limited Company), 1002,E M Bypass, Front Block, City:- , P.O:- Dhapa, P.S:-Topsia, District:-South 24-Parganas, West Bengal, India, PIN:- 700105; AUTHORISED SIGNATORY, PAR CARE RESEARCH & MEDICAL PRIVATE LIMITED (Private Limited Company), P 17A, Ashutosh Chowdhury Avenue, City:- , P.O:- Entally, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700014; AUTHORISED SIGNATORY, SURSARITA TIE UP PRIVATE LIMITED (Private Limited Company), P 17A, Ashutosh Chowdhury Avenue, City:- , P.O:- Entally, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700014; AUTHORISED SIGNATORY, ANGIRA SALES PRIVATE LIMITED (Private Limited Company), 36/1A,Elgin Road, City:- , P.O:- Lala Lajpat Rai Sarani, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020; AUTHORISED SIGNATORY, BHUMI VINIMAY PRIVATE LIMITED (Private Limited Company), 36/1A,Elgin Road, City:- , P.O:- Lala Lajpat Rai Sarani, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020; AUTHORISED SIGNATORY, DEVKRIPA VANIJYA PRIVATE LIMITED (Private Limited Company), 36/1A,Elgin Road, City:- , P.O:- Lala Lajpat Rai Sarani, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020

Identified by Mr DEBJYOTI GHOSH, , Son of Late Jayanta Kumar Ghosh, Sealdah Civil Court,Room No. 411, P.O: Beliaghata, Thana: Beliaghata, , South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Advocate

Execution is admitted on 19-07-2024 by Mr KESHAV AGARWAL, PARTNER, SRIPSK DEVELOPERS LLP (LLP), 36/1A,Elgin Road, City:- , P.O:- Lala Lajpat Rai Sarani, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020

Identified by Mr DEBJYOTI GHOSH, , Son of Late Jayanta Kumar Ghosh, Sealdah Civil Court,Room No. 411, P.O: Beliaghata, Thana: Beliaghata, , South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 60.00/- ( E = Rs 28.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 28/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB . Online on 26/06/2024 10:37AM with Govt. Ref. No: 192024250093594638 on 26-06-2024, Amount Rs: 28/-, Bank: SBI EPay ( SBIEPay), Ref. No. 1461575011940 on 26-06-2024, Head of Account 0030-03-104-001-16





### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,070/- and Stamp Duty paid by Stamp Rs 50.00/- by online = Rs 75,070/-

#### Description of Stamp

1. Stamp: Type: Impressed, Serial no 822110, Amount: Rs.50.00/-, Date of Purchase: 07/05/2024, Vendor name: JAYDEEP CHATTERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/06/2024 10:37AM with Govt. Ref. No: 192024250093594638 on 26-06-2024, Amount Rs: 75,070/-, Bank: SBI EPay ( SBIPay), Ref. No. 1481575011940 on 26-06-2024, Head of Account 0030-02-103-003-02



**Suman Basu**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - I | SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2024, Page from 341441 to 341548  
being No 160210331 for the year 2024.



*Suman*

Digitally signed by Suman Basu  
Date: 2024.07.19 18:43:18 +05:30  
Reason: Digital Signing of Deed.

**(Suman Basu) 19/07/2024**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - I I SOUTH 24-PARGANAS**  
**West Bengal.**

