

9897/2024

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भारतीय गैर न्यायिक

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रु.50FIFTY
RUPEES
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INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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

Additional Registrar of
Assurances-IV, Kolkata

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2/1483302/m
Additional Registrar of
Assurances-IV, Kolkata

14/06/2024
99.47.15.10

29 JUN 2024

DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT made on this the 29th day of
June, 2024.

BETWEEN

1. PASARI DEVELOPERS LLP (PAN - AAQFP3401L), a Limited Liability Partnership having its registered office at 35, Ballygunge Park, Post Office - Ballygunge, Police Station - Karaya, Kolkata - 700019, represented by its Authorized Signatory **Mr. Sanjit Kumar Jhnunjhunwala** (PAN - AGKPJ6305M & Aadhaar No.8445 7292 7366) son of Jagdish Jhunjhunwala, by faith - Hindu, by occupation-Services, by Nationality-Indian, residing at 23, Canal Street, Flat No. 507, Post Office-Sreebhumi, Police Station - Lake Town, Kolkata - 700 048 vide Board

63352

Name : A. K. SINGH, Advocate
Address : High Court, Calcutta
Calcutta - 700001

Calcutta Collectorate
11, Netaji Subhas Rd.,
Calcutta-1

Atul Kt. Saha
Licensed Stamp
Vendor

29 JUN 2024

3588 411



Identified by

Ajay Chakraborti

7 JAY CHAKRABORTI

10 Late Atul Chakraborti

asodopally, Maheshtala,
King's Park, Baranagar,

Calcutta - 700140.

29 JUN 2024

Resolution dated 21st June, 2024.

2. **REGALIA VENTURES LLP** (PAN-ABEFR1293D), a Limited Liability Partnership having its registered office at 19/2, Deodar Street, Post Office-Ballygunge, Police Station-Ballygunge, Kolkata-700019, represented by its Authorized Signatory **Mr. Bimal Sardar** (PAN - BHJPS8365K & Aadhaar No. 8784 7562 2183) son of Late Judhisthir Sardar, aged about - 47 years, by faith - Hindu, by occupation - Service, by Nationality - Indian residing at 16/2, Monohar Pukur Road, Post Office - Kalighat, Police Station - Tollygunge, Kolkata - 700026 vide Board Resolution dated 21st June, 2024.
3. **DEOKIRAN MERCHANDISE PRIVATE LIMITED** (PAN-AACCD3770B), a Company incorporated under the Companies Act, 2013 having its registered office at 35, Ballygunge Park, Post Office - Ballygunge, Police Station - Karaya, Kolkata - 700019, represented by its Director **Mr. Sanjit Kumar Jhnunjhunwala** (PAN-AGKPJ6305M & Aadhaar No.8445 7292 7366) son of Jagdish Jhunjhunwala, by faith-Hindu, by occupation-Services, by Nationality-Indian, residing at 23, Canal Street, Flat No. 507, Post Office-Sreebhumi, Police Station - Lake Town, Kolkata - 700048 vide Board Resolution dated 21st June, 2024.
4. **ANANT NIKETAN PRIVATE LIMITED** (PAN - AAFCA9798K), a Company incorporated under the Companies Act, 2013 having its registered office 35, Ballygunge Park, Post Office - Ballygunge, Police Station - Karaya, Kolkata - 700019, represented by its Authorized Signatory **Mr. Sanjit Kumar Jhnunjhunwala** (PAN-AGKPJ6305M & Aadhaar No.8445 7292 7366) son of Jagdish Jhunjhunwala, by faith-Hindu, by occupation-Services, by Nationality-Indian, residing at 23, Canal Street, Flat No. 507, Post Office-Sreebhumi, Police Station - Lake Town, Kolkata - 700048 vide Board Resolution dated 21st June, 2024.
5. **BUILDMORE DEALERS PRIVATE LIMITED** (PAN - AALCB0277E), a Company incorporated under the provisions of Companies Act, 1956 having its registered office at 1/29A, Gariahat Road, P.O. Jodhpur Park, P.S. Lake,



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29 JUN 2024

Kolkata-700 068, represented by its Authorized Signatory **Mr. Bimal Sardar** (PAN – BHJPS8365K & Aadhaar No. 8784 7562 2183) son of Late Judhisthir Sardar, aged about - 47 years, by faith - Hindu, by occupation - Service, by Nationality – Indian residing at 16/2, Monohar Pukur Road, Post Office - Kalighat, Police Station - Tollygunge, Kolkata – 700026 vide Board Resolution dated 21st June, 2024.

6. TISTA PROPERTIES PRIVATE LIMITED (PAN-AACCT5445P), a Company incorporated under the provisions of Companies Act, 1956 having its registered office at 35, Ballygunge Park, Post Office – Ballygunge, Police Station – Karaya, Kolkata – 700019, represented by its Director **Mr. Sanjit Kumar Jhunjunwala** (PAN-AGKPJ6305M & Aadhaar No.8445 7292 7366) son of Jagdish Jhunjunwala, by faith-Hindu, by occupation-Services, by Nationality-Indian, residing at 23, Canal Street, Flat No. 507, Post Office - Sreebhumi, Police Station - Lake Town, Kolkata – 700048 vide Board Resolution dated 21st June, 2024.

7. GOLDBRICK VENTURES LLP (PAN-AAXFG0407A), a Limited Liability Partnership having its registered office at 18/2, Deodgar Street, Post Office and Police Station - Ballygunge, Kolkata - 700019, represented by its Authorized Signatory **Mr. Bimal Sardar** (PAN – BHJPS8365K & Aadhaar No. 8784 7562 2183) son of Late Judhisthir Sardar, aged about - 47 years, by faith - Hindu, by occupation - Service, by Nationality – Indian residing at 16/2, Monohar Pukur Road, Post Office - Kalighat, Police Station - Tollygunge, Kolkata – 700026 vide Board Resolution dated 21st June, 2024.

8. BHAGYA LAXMI MINERAL AND LOGISTIC PRIVATE LIMITED (PAN-AAACD9138M, a Company incorporated under the Companies Act, 2013 having its registered office at 24, Hemant Basu Sarani, Mangalam Building, 1st Floor, P.S. Hare Street, P.O. R.N. Mukherjee Road, Kolkata - 700001, represented by its Authorized Signatory **Mr. Bimal Sardar** (PAN – BHJPS8365K & Aadhaar No. 8784 7562 2183) son of Late Judhisthir Sardar, aged about - 47 years, by faith - Hindu, by occupation - Service, by Nationality – Indian residing at 16/2, Monohar Pukur Road, Post Office -



Kalighat, Police Station - Tollygunge, Kolkata - 7000269 vide Board Resolution dated 21st June, 2024.

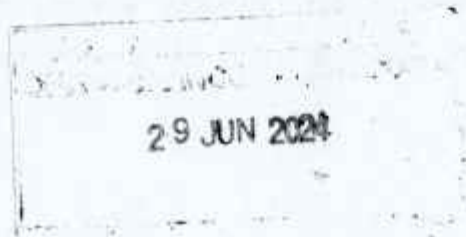
9. **SUNLIKE TRADECOM PRIVATE LIMITED** (PAN-AASCS5857N) a Company incorporated under the Companies Act, 2013 having its registered office at 24, Hemant Basu Sarani, Mangalam Building, 1st Floor, P.S. Hare Street, P.O. R.N. Mukherjee Road, Kolkata - 700001, represented by its Authorized Signatory **Mr. Bimal Sardar** (PAN - BHJPS8365K & Aadhaar No. 8784 7562 2183) son of Late Judhisthir Sardar, aged about - 47 years, by faith - Hindu, by occupation - Service, by Nationality - Indian residing at 16/2, Monohar Pukur Road, Post Office - Kalighat, Police Station - Tollygunge, Kolkata - 700026 vide a Letter of Authority dated dated 21st June, 2024.

10. **SWASTIK ENTERPRISES** (PAN - AEZFS9628B), a Partnership firm having its office at 379, Prantick Pally, 2nd Floor, Flat No. 4, Anandapur, P.O. East Kolkata Township, P.S. Anandapur, Kolkata - 700107, represented by one of its Partners **Mr. Om Prakash Yadav** (PAN - AAGPY1158H & Aadhaar No.3051 9508 4155) son of Sumer Singh Yadav, by faith - Hindu, by occupation - Business, by Nationality - Indian, of Premises No. 379, Prantick Pally, 2nd Floor, Flat No.04, Anandapur, P.O. East Kolkata Township, P.S. Anandapur, Kolkata - 700107.

all (1) to (10) abovementioned hereinafter collectively called "**the OWNERS**" (which expression shall mean and include their respective heirs, executors, administrators, legal representatives, successor/s in interest and/or assigns, as applicable) of the **FIRST PART**;

AND

AKP PROMOTERS PRIVATE LIMITED, (PAN : ABACA4877F), a Company incorporated under the Companies Act, 2013 having its Registered Office at 35, Ballygunge Park, Post Office - Ballygunge, Police Station - Karaya, Kolkata - 700019 represented by its Director **Mr. Akshay Kumar Pasari** (PAN-AKYPP3750A & Aadhaar No.9944 3122 5556) son of Ashok Kumar Pasari, by





Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



280620242009801996

GRIPS Payment Detail

GRIPS Payment ID:	280620242009801996	Payment Init. Date:	28/06/2024 20:00:38
Total Amount:	95042	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	4517604204712	BRN Date:	28/06/2024 20:01:19
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr Akshay Pasari
Mobile: 9830662503

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192024250098019978	Directorate of Registration & Stamp Revenue	95042
Total			95042

IN WORDS: NINETY FIVE THOUSAND FORTY TWO ONLY.

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

PAID



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



192024250098019978

GRN Details

GRN:	192024250098019978	Payment Mode:	SBI Epay
GRN Date:	28/06/2024 20:00:38	Bank/Gateway:	SBIePay Payment Gateway
BRN :	4517604204712	BRN Date:	28/06/2024 20:01:19
Gateway Ref ID:	CHQ3452316	Method:	State Bank of India NB
GRIPS Payment ID:	280620242009801996	Payment Init. Date:	28/06/2024 20:00:38
Payment Status:	Successful	Payment Ref. No:	2001483303/6/2024
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	Mr Akshay Pasari
Address:	35 Ballygunge Park
Mobile:	9830662503
Period From (dd/mm/yyyy):	28/06/2024
Period To (dd/mm/yyyy):	28/06/2024
Payment Ref ID:	2001483303/6/2024
Dept Ref ID/DRN:	2001483303/6/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001483303/6/2024	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2001483303/6/2024	Property Registration- Registration Fees	0030-03-104-001-16	20021
Total				95042

IN WORDS: NINETY FIVE THOUSAND FORTY TWO ONLY.

THE NEW YORK PUBLIC LIBRARY

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faith - Hindu, by occupation - Business, by Nationality - Indian, residing at Premises No.35, Ballygunge Park, Post Office - Ballygunge, Police Station - Karaya, Kolkata - 700019 vide a Board Resolution dated 21st June, 2024 hereinafter called "**the PRINCIPAL DEVELOPER**" (which expression shall mean and include their respective heirs, executors, administrators, legal representatives, successor/s in interest and/or assigns - as applicable) of the **SECOND PART;**

AND

BENGAL RELIABLE MAHANIRMAN LIMITED (PAN-AAGCB2440Q), a Company incorporated under the Companies Act, 2013 having its Registered Office at 24, Hemant Basu Sarani, Mangalam Building, Room No. 507, 5th Floor, P.S. Hare Street, P.O. R.N. Mukherjee Road, Kolkata - 700001 represented by its Authorized Signatory **Mr. Alok Jhunjhunwala**, son of Mahendra Jhunjhunwala, (PAN - AJNPJ8915H & AADHAAR No.7393 3338 3945), by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 1/B, Nando Mullick Lane, Post Office - Bedon Street, Police Station - Jorashanko, Kolkata - 700006 vide a Board Resolution dated 21st June, 2024 hereinafter called "**the OTHER DEVELOPER**" (which expression shall mean and include their respective administrators, legal representatives, successor/s in interest and/or assigns) of the **THIRD PART**

WHEREAS:

A) Definitions: Unless there is something contrary or repugnant to the subject or context in this agreement, following words shall have the meanings as assigned below respectively:

a) "Agreement": shall mean this development agreement with the recitals, schedules and annexures attached hereto, as amended, supplemented or replaced or otherwise modified from time to time, and any other document which amends, supplements, replaces or otherwise modifies this agreement;

b) "Applicable Law": shall mean any statute, law, regulation, ordinance,

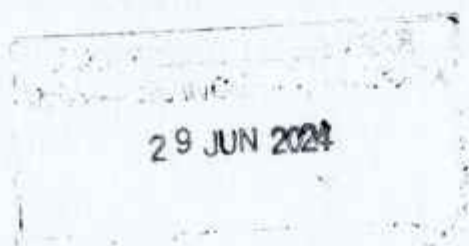


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rule, judgment, order, decree, bye-law, approval of any Governmental Authority, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation having the force of law of any of the foregoing by any Governmental Authority having jurisdiction over the matter in question, in effect at the relevant time in India;

- c) **"Association"**: shall mean society or syndicate or association or trust to be formed for the common purposes of the Complex;
- d) **"Complex"**: shall mean and include the Subject Land with the boundary wall, New Building and the Unit/s constructed therein, Common Part/s inclusive of the common areas, facilities and amenities therein and that in the complex the new building may be partly commercial and partly residential or fully residential as be decided by the Developers and all parties to these presents give their acceptance and consent to the above;
- e) **"Common Area"**: shall mean and include common areas, common facilities, amenities, installations and equipments in the complex and various segments of the Complex which may be provided by the Developers and required for the common use by the Prospective Purchaser/s for enjoyment of their respective Unit/s;
- f) **"Completion Notice"**: shall mean the notice in this regard to be issued by the Developers to the Prospective Purchaser/s of the Complex, which can be given only after Occupancy / Completion / Partial Completion Certificate obtained from the appropriate authority(ies), electricity connection, and completion of associated common area of the Complex so far it relates to usage of respective New Building for which Completion Notice would be given;
- g) **"Development"**: shall mean the value addition to the Subject Premises by the Developers including appointing Architect/s & Engineer's, Engineers, Consultants and Contractors, preparing and submission of plans, obtaining necessary permissions and sanctions for construction of New Building at the Subject Premises, drainage connection, electric connection, construction of



pucca boundary walls, making and developing internal roads, street lights, drainage & sewage, water supply, garbage disposal, providing and developing parks, common facilities, clubs, banquets, and other for community use, constructions and completion of New Building at the Subject Premises, Supervising the construction and also the personals appointed for the purpose construction, obtaining Completion/Partial Completion & Occupancy Certificates of each building and whole of the Project from the appropriate authority(ies), to do all things required for smooth completion of the Project, to create a Common Organization for the Prospective Purchasers of the Complex (hereinafter called "**Common Organization/Association**") and to transfer all Common Areas and handing over of the maintenance and management of the Complex in its entirety to the Common Organization, and to induct the Prospective Purchaser/s in such Common Organization and hand over and/or transfer management of the Common Organization to the Office Bearers of the Common Organization to be appointed by way of Election Process, and to do and supervise the marketing of the Project and without prejudice to the generality of the above, the word Development shall also mean and include the following:-

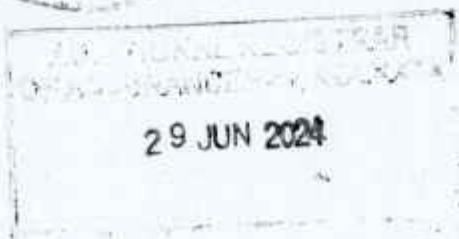
- (i) **Appointment of Professionals:** To engage Architect/s & Engineer/s, Surveyor/s, Contractor/s and other professionals and workmen, as it deems fit to execute the development work all of whom shall be the Developers' employees or its independent contractors and shall not be or deemed to be the employees of the Owners that the Developers shall fully comply with all Applicable Laws with respect to such persons engaged for the Project;
- (ii) **Adhering to Rules & Byelaws:** To execute the Project in conformity with the prevailing rules and bye-laws of all concerned bodies and authorities;
- (iii) **Association Formation:** To form a representative body of all the prospective purchaser/s, which shall be in charge of management of all the affairs of the Complex and to make the prospective purchaser/s members of such association;
- (iv) **Boundary Wall:** To complete the boundary wall (if any) around the Subject premises by the developers at their own costs and expenses in course of development of the project;



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- (v) **Construction & Completion:** To construct and complete the entire Project including the new building at the costs, efforts and expenses of the Developers only within the time specified in these presents; **"Completion Notice":** shall mean the notice in this regard to be issued by the Developers to the Prospective Purchaser/s of the Complex, which can be given only after Occupancy / Completion / Partial Completion Certificate obtained from the appropriate authority(ies), electricity connection, and completion of associated common area of the Complex so far it relates to usage of respective New Building for which Completion Notice would be given;
- (vi) **Fees of Professionals, etc.:** Payment of all costs, charges and expenses of all the professionals and workmen including Architect/s, Engineer/s, Surveyor/s, Contractor/s, Sub-contractors, etc. which shall be borne, paid and discharged paid by the Developers only and the Owners shall bear no financial or other responsibility in this context;
- (vii) **Materials, Fixtures, etc.:** Procuring all materials, fixtures and equipment required for Development of the Subject Land;
- (viii) **Modern Style:** To make development of the Complex with modern style by providing proper and all necessary infrastructural facilities.
- (ix) **Preparation of Plans, etc.:** Preparation of Plans for the Complex and the New Building thereat by a duly authorized Architect/s, Surveyor/s and/or Engineer/s / Others for being submitted to the various Authorities concerned for sanction, permission & NoC;
- (x) **Sanction & Permissions:** Making applications and getting Mutation, Proper Assessment of the Subject Premises and allotment of Premises numbers to each plots in proper sequential manner, cause merger and/or amalgamation and demerger and/or separation of the old existing plot numbers, holding numbers, etc Sanction, Approvals, NoCs, etc., (if not already done) and shall also have the plans prepared for constructions and submit the same to the appropriate body or authority for sanction, permission, etc. and effectively pursue and get the same within shortest possible time and shall ensure that there is no delay or default in this regard, and obtaining necessary permissions and get electric connection and connection of all other utilities etc.;



- h) "Development Costs":** shall mean and include all costs, charges, expenses, payable for the development of the Subject Land also all duties, fees, charges, fees, remuneration, penalty and anything whatever payable in respect of Development at the Subject premises;
- i) "Developers":** shall mean the Principal Developer and the Other Developer jointly.
- j) "Extras & Deposits":** shall mean all money as mentioned respectively in Part-I and Part-II of the 2nd Schedule hereto;
- k) "Force Majeure":** shall mean any event or circumstance or combination of events and circumstances set out hereunder and the consequence(s) thereof which affect or prevent the Developers from performing their obligations in whole or in part under this Agreement and which event or circumstance is beyond the reasonable control and not arising out of the fault of the Developers. Such events or circumstances include (i) Acts of God or natural disasters beyond the reasonable control of the Developers which could not reasonably have been expected to occur, including but not limited to storm, cyclone, typhoon, hurricane, flood, landslide, drought, lightning, earthquakes, volcanic eruption, fire, pandemic, epidemic, lockdown or restrictive actions imposed by Governmental Authorities; (ii) Strikes or boycotts or other industrial action or blockade or embargo or any other form of civil disturbances; (iii) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action, nuclear blast/explosion, sabotage or civil commotion; (iv) Any local disturbances, of howsoever nature arising out of any act or omission on the part of any Governmental Authority affecting the development and construction of the Project; or (iv) The effect arising out of such Force Majeure events.
- l) "New Building":** shall mean and include all building and structure to be constructed and completed on the Subject Premises after demolishing the existing building/s (if any) standing thereon as on the date of this agreement;
- m) "Net Revenue/Receipt":** shall mean all revenue received from



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purchasers of the unit/units of the project excluding Goods and Service Tax (GST) and Extras and Deposits.

- n) "Other Developer":** shall mean Bengal Reliable Mahanirman Limited, having its registered Office at 24, Hemant Basu Sarani, Mangalam Building, Room No. 507, 5th Floor, P.S. Hare Street, P.O. R.N. Mukherjee Road, Kolkata - 700001, defined as the "Other Developer" herein above EXCEPT Principal Developer.
- o) "Outgoings":** shall mean all rates, taxes, charges for the utilities including electricity charges, generator charges, cable charges and other outgoings in respect of the Subject premises;
- p) "Project":** shall mean the development proposed to be carried out by the Developers of new building on the Subject premises comprising one or more of several units, including but not restricted to residential and/or such other portions as may be determined by the Developers and the Owners, the proportion and/or area of each such units, manner of and phases of development to be determined by the Developer, including but not limited to the construction and development of all requisites/units of the Project together with development of all Common Areas, as determined by the Developer, in accordance with the Building Plan, from time to time. It is clarified that the Project shall include the built-up area, utilities, common facilities and other infrastructure facilities on the Subject Property. All the above shall be deemed to constitute the Project as a whole.
- q) "Principal Developer":** shall mean AKP Promoters Private Limited, having its registered Office at 35, Ballygunge Park, Post Office - Ballygunge, Police Station - Karaya, Kolkata - 700019, who shall work independently or together with the Other Developer but act as the leading developer and be entitled to take all the major decisions for self and on behalf of the Other Developer towards the development and construction of the project at the Subject Premises;
- r) "Prospective Purchaser/s":** shall mean all the prospective and/or proposed purchasers, Lessee/s, Transferee/s of the Constructed and



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associated Areas in the Complex and New Building thereat;

- s) **"REVENUE SHARE"**: shall mean, net sale proceeds on account of sale/transfer of constructed areas, right to park car in the said complex, to be shared by the parties herein, morefully mentioned in Clause No. 3(C) of this Agreement as per the mutually agreed ratio.
- t) **"RERA"**: shall mean the Real Estate (Regulation and Development) Act, 2016 read with West Bengal Real Estate (Regulation and Development) Rules, 2021, as may be amended, varied or superseded from time to time;
- u) **"Subject Premises/Subject Land"**: shall mean ALL THAT the piece and parcel of Bastu/Bahutal Abasan land aggregating an area of **99.47 Decimals** be the same a little more or less situate lying at Mouza - Mahisbathan, Touzi No.145, J.L No.18, Revenue Survey No.215, R.S./L.R. Dag Nos. 470 & 472, Police Station - Electronic Complex (formerly Bidhannagar East), under Ward No.1, within the ambit of Bidhannagar Municipal Corporation, in the District of North 24 Parganas, Kolkata - 700101 more fully described in the **FIRST-SCHEDULE** hereto and shown in RED borders on the map or plan hereto annexed as **Annexure-"A"** together with all the appurtenances attached thereto including all the easement and quasi-easement rights, common paths and passages between the said land and the adjacent land parcels together with all the rents, issues, incomes, profits, claims, demand in respect of the said land and/or attributable and/or relating to the aforesaid Land;
- v) **"Saleable Areas"**: shall mean the residential flats together with undivided proportionate share in the land together with right to use car parking spaces and common areas and facilities to be duly defined/demarcated.
- w) **"Sinking Fund"**: shall mean the reserve fund to be contributed by the Prospective Purchaser(s) on account of capital expenses to be incurred after letter for delivery of possession to them;
- x) **"Unit/s"**: shall mean and include the Flats, Parking Spaces, Terrace (if any) and each and every portions which may be used, owned and enjoyed



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separately by the person/s owning or occupying the same to the exclusion of all others and may be sold to the Prospective Purchasers for their exclusive use and the same shall be treated as and be part and parcel of New Building;

y) "Uncompleted Portion": shall mean those portions of the new building and/or complex of which Partial Occupancy / Completion Certificate has not been granted by the appropriate authority(ies) or portions of the subject premises wherein development activity has not been started at all / part development has been done by the Developers;

B) Interpretations:

In this agreement save and except as otherwise expressly provided-

- a] where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings; the headings and bold interfaces shall be ignored while construing the provisions of this Agreement;
- b] 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;
- c] all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written;
- d] any reference to any Act or 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;
- e] singular number shall mean and include plural and vice-versa;
- f] masculine shall mean and include feminine and vice-versa;



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C) The Owners have jointly as well as severally represented, assured and warranted to the Developers as follows:-

By several Registered Indentures of Conveyance, the Owners herein have purchased and became the sole and absolute owner of such specific land area at Subject premises (before Amalgamation) and got their names mutated with the records of BL & LRO, Rajarhat in respect of their respective lands in L.R. Dag Nos. 470(P) & 472(P) and also obtained L.R. Khatian numbers in respect of their names and as such the Owners herein are lawful owners in respect of the First Schedule Land and are in possession of the said land and also legally entitled to enter into these presents free from all encumbrances. The details of total land parcels as mentioned in the First Schedule hereunder are as follows :-

Owner No.	Name of the Owner	L.R. Dag No.	L.R. Khatian No.	Area (In Decimals)
1	Pasari Developers LLP	470(P)	2455	12.17
2	Regalia Ventures LLP	470(P)	2447	11.2645
3	Deokiran Merchandise Pvt. Ltd.	470(P)	2495	9.65
4	Anant Niketan Pvt. Ltd.	472(P)	2523	3.66
5	Buildmore Dealers Pvt. Ltd.	472(P)	2475	11.895
6	Tista Properties Pvt. Ltd.	472(P)	2487	11.895
7	Goldbrick Ventures LLP	472(P)	2448	8.52
8	Bhagya Laxmi Mineral And Logistic Pvt. Ltd.	472(P)	2519 & 2522	11.54
9	Sunlike Tradecom Pvt. Ltd.	472(P)	2530	6.51
10	M/s Swastik Enterprises	472(P)	2518 & 2520	12.37
	TOTAL			99.4745

D) The Owners have respectively further represented, assured and warranted to the Developers for their respective portions as follows:-

a) There is no active Agreement or Memorandum of Arrangements or receipts or any Deed or document with any person or persons for assignment and/or transfer of their interest in the subject premises nor there is any active third party interests including by way of mortgage, lease, license, gift, exchange or otherwise whereby or by reason whereof their right/s, title and



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interest/s in the subject premises is adversely affected or seriously prejudiced save as specifically mentioned in these presents;

b] The Owners have not directly or indirectly permitted anyone to do any act, deed, matter or thing which may affect the development, construction and marketability of the Flats in the Complex or which may cause charge, encroachments, litigations, trusts, liens, lispendens, attachments and liabilities on the subject premises save as stated later in these presents;

c] The subject premises or any part thereof is not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owners and the subject premises 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;

d] No suit and/or any other proceedings and/or litigations are pending against the Owners in respect of the subject premises or any part thereof and that the subject premises is not involved in any civil, criminal or arbitration proceedings and no such proceedings and no claims of any nature (whether relating to, directly or indirectly) are pending or threatened by or against the Owners in respect of the subject premises or any part thereof and in case of any litigation related to the title or occupation or possession of the Owners arising, the Owners concerned shall be responsible for dealing with the same and shall bear all costs in that respect;

e] The Owners are competent to contract and have full right, power and authority to enter into this agreement;

f] The Owners have the right to do construction and development of the subject premises;

g] No person/s has/have served any notice/s on the Owners, claiming any interest in the subject premises;



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- h] Notwithstanding any act, deed, matter or thing whatever done or omitted by the Owners or any person or persons lawfully or equitably claiming by, from under or in trust for them, the Owners have full power and absolute authority to enter into this Agreement and grant development rights in respect of the subject premises to the Developers;
- i] Owners represent and confirm that ingress/access to and egress from the subject premises is unconditionally and absolutely available for all purposes from the main road and the Owners have not entered into any arrangement or Term Sheet of any nature with any person/third party which in any manner restricts the access/egress to the subject premises from the road and may give rise to any dispute for access;
- j] In the event the Developers on their own or through their group companies/LLPs acquires and/or enters into any Development Agreement(s) for development of a real estate project on any land/lands adjacent to the Subject Premises, then the Developers shall be entitled to access the said adjacent land(s) through the Subject Premises. The Owners herein further permits the Developers and purchasers of units in the project that may be developed on the said adjacent land(s) to access and enjoy the ingress & egress, driveways, amenities, facilities and infrastructure available and attached to the project to be constructed on the subject premises without any charges or consideration.
- k] There is no attachment under the Income tax Act or under any of the provisions of the public Debt Recovery Act in respect of the subject premises or any part thereof nor any proceedings in respect thereof is pending nor any notice in respect of any such proceedings have been received or served on the Owners to the knowledge of the Owners;
- l] The Owners have not taken any loan, project finance from any bank, financial institutions or any other private Party in any manner whatsoever against the subject premises and it is not mortgaged, pledged or hypothecated to any Bank, Financial Institutions or any other private party in any manner whatsoever;



- m] The Owners have not stood as Guarantor or Surety for any obligation, liability, bond or transaction whatsoever in respect of the subject premises;
- n] The subject premises or any part thereof is not affected by any requisition or acquisition of the Govt. or any other statutory body such as the WBHIDCO, WB Housing Board, PWD or National Highway Authority of India 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;
- o] That the Owners are not restrained from dealing with or disposing of the subject premises in any manner whatsoever either under the Income Tax Act, Gift Tax Act, or any other statute or law for the time being in force;
- p] The Owners have paid and discharged/shall pay and discharge all debts and liabilities in respect of the subject premises payable to any of authorities including all municipal rates, taxes and other outgoings and in any case the same shall be borne and paid by the Owners;
- q] There are no easement rights, right of way or any pre-emptive rights created under any documents or by any way covenant or by prescription in respect of and/or upon the subject premises or any part/s thereof;
- r] The Owners have not done and shall not do nor permit to be done, anything whatsoever that would in any way impair, hinder and/or restrict the sole and exclusive appointment of and grant of rights to the Developers under this agreement including the unfettered exercise by the Developers of the exclusive right to develop the subject premises;
- s] There is no dispute with any revenue or other financial department of the State or Central Government or elsewhere in relation to the subject premises and the Owners are not aware of any facts, which may give rise to any such dispute;
- t] There is no excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 comprised in the subject premises;



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- u] The Owners shall obtain necessary No Objection Certificate from the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976 for the purpose of development of the subject premises, if required;
- v] The Owners will get the subject premises mutated and amalgamated as per the requirement of the concerned Municipality/Corporation/Zilla Parishad for the purpose of the development of the Complex;
- w] The Owners are not carrying on any manufacturing activities on and from the subject premises;
- x] If the Owners are interested in availing/purchasing extra FAR accruing by reason of the Metro passing by the near vicinity and on satisfying Green Building norms then the Owners shall bear all statutory cost and incidental expenses of obtaining such extra/additional FAR;
- y] Furthermore, in case of any unforeseen situation, if the Owners are forced to transfer their interest of their respective companies, they shall give first right of refusal to the Developers and/or their nominees to takeover the management and ownership of the said company and or LLP or firm at and for the consideration as may be agreed between the Developers and the concerned Owner and only if the Developers refuse to take over the management, then and in that case, the said Owner will transfer the ownership and management of the respective Company and/or LLP with the consent and concurrence of the Developers;
- z] The terms and conditions of this agreement shall apply mutatis mutandis on the new Owners in case of any transfer of ownership and the new Owners shall in any case not be entitled to stall the development of project;

E) The Developers have represented and warranted to the Owners as follows:-



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- a) The Principal Developer shall act as the Principal Developer commanding the entire project as the project manager with the support, aid and assistance of Other Developer;
- b) The Developers have fully satisfied themselves as to the Title of the Owners of the ownership of their respective Land portion at the subject premises as given in **Para-(C)** above and the structures relating thereto;
- c) The Developers have inspected the site and have acquainted themselves that subject premises are vacant and are presently in physical possession of Owners;
- d) The Developers have satisfied themselves as to the location of the subject premises;
- e) The Developers have assured the Owners that they have adequate financial resources and an experienced profession team at their command to undertake the development of the subject premises;
- f) The Developers are and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the subject premises;
- g) The Developers shall not abandon, delay or neglect the project of development of the subject premises and shall accord the highest priority, financial as well as infrastructural to the development of the Subject Premises;
- h) The Developers have full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist;
- i) The Developers have full power and authority to execute and deliver this agreement and to perform its obligation hereunder and to consummate the transactions contemplated hereby;



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- j] This Agreement upon being duly and validly executed and delivered by the Developers shall constitute a legal, valid and binding obligation of the Developers in accordance with its terms;
- k] There is no legal process pending and/or notice issued as against the Developers and their Directors and Shareholders regarding any kind of recovery;
- l] The Developers shall make their best endeavor to achieve full FAR utilization as available to the project as per rules;
- m] The entire Complex would be developed by the Developers at the costs of the Developers and the Developers will be jointly liable to do all acts deeds and things relating to planning of the project, preparation of the Building plans, obtaining all permissions from the competent authorities and clearances and no objection certificates from Fire, pollution and Environment departments, etc.;
- n] The Developers shall at all times perform the duties and undertake the responsibilities set forth in this Development Agreement in accordance with industry standards applicable to other residential and commercial Complex 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;
- o] That the Developers shall comply with the sanctioned plan and all the terms and conditions and consents, licenses, permits, approvals NOCs, provisional NOCs, recommendations, etc. obtained or may be obtained from time to time including renewals and/or revalidation thereof, in the name of the Owners for the development of the said project/Complex;
- p] That the Developers shall jointly make timely payments of all taxes, khajana outgoings, cesses, duties, levies and charges and all applicable statutory dues as per applicable law from time to time payable by the Developers for the development of the subject premises;



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q] The Developers shall not abandon, delay or neglect the project in any manner and shall accord the necessary priority thereto;

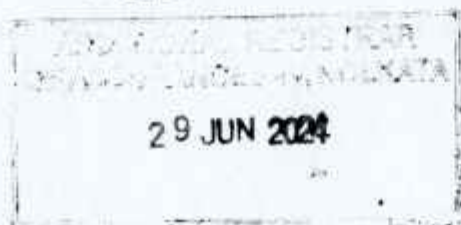
[F] PURPOSE AND OBJECT OF THE AGREEMENT :

The purpose of this Agreement is to set forth the terms and conditions with respect to the revenue share collaboration for construction and development of the Project with no economic benefit being derived between the Owners and the Developers. By this Agreement, the Owners shall collectively grant the right of construction on the Subject Premises/Subject Land and the Developers shall at their own cost, expenses and resource, construct, develop, build, complete and market the Project and Transfer the Saleable Areas. Further, the Owners and the Developers shall jointly share the net revenue arising out of the Transfer of the Saleable Areas to the Allottees as per their agreed ratio mentioned herein and according to the terms and conditions of this Agreement.

[G] GRANT OF DEVELOPMENT RIGHT:

(a) In lieu of the Land Owners' Share in the Net Revenue and *pro rata* Unsold Areas, the Land Owners hereby exclusively appoint and unequivocally grant, assure, transfer, and assign in favour of the Developers, the exclusive Development Rights in respect of the Subject Premises/Subject Land, together with all benefits, privileges, interests, easements and rights appurtenant thereto and those ancillary and incidental to the Development Rights, to develop, construct, launch and market the Subject Premises/Subject Land, Transfer the units and common areas and take steps pursuant thereto as per the terms and conditions specified in this Agreement.

(b) In lieu of the Developer's Share in the Net Revenue and *pro rata* Unsold Areas, the Principal Developer and the Other Developer jointly or individually agree to undertake the development of the Subject Premises/Subject Land, at their own cost and expenses. Such Development Right is only for the purpose of construction, development, marketing of the Subject Premises/Subject Land, Transfer of the Saleable Areas and all activities in relation to the same



and neither there is any supply of development rights nor construction services between the Land Owners and the Developer and *vice versa*.

NOW IT IS HEREBY MUTUALLY AGREED AND DECLARED by and between the PARTIES hereto as follows:

1) Appointment for Development & Ancillaries:

- A] **Collaboration:** The Owners and the Developers are collaborating with each other for Development of the subject premises by the Developers so that the Owners get maximum sale realization out of the subject Land, the Developers can do the development work and the Developers realize all money invested by the Developers towards development costs and the remuneration of the Developers by realizing the Developers' share in net Revenue from selling the composite Unit(s) comprised in the New Building at the Subject Premises;
- B] **Exclusive Appointment:** All the Owners hereby jointly as well as severally appoint the Developers for development of the subject premises specifically on the condition that the Developers shall jointly bear and pay the entire development costs and the Developers shall realize the same from sale of the Composite Unit(s) and common areas by way of Developers' share in net revenue;
- C] **Authority of appointment of professionals:** The Owners hereby authorizes the Developers to appoint the Architect/s & Engineer/s and other consultants and other professionals for the purpose of development of the project without any interference from the Owners;
- D] **Sales & Marketing:** The Developers shall carry out the marketing of the entire Project and also sales of the Saleable Areas and/or any part or portion thereof which forms part of the project. For the purpose of selling and marketing the composite units and other saleable areas of the project the Developers shall determine and execute necessary sale and marketing plans. The marketing cost shall be borne by the Developers. The Developers are further entitled to hire other marketing and selling agents/brokers for the



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project against marketing and brokerage charges as to be decided plus applicable GST.

E] **Responsibility of Construction:** The Developers shall at their own costs and expenses and without creating any financial or other liability on the Owners, construct and complete the complex at the Subject premises;

F] **Possession to the Developers :** The Owners hereby gives permissive possession of the subject premises to allow the Developers to enter upon the subject premises for enabling it to undertake development of the subject premises in accordance with the plan which may be sanctioned by the authorities concerned;

G] **Commencement & Validity:** This Agreement commences and shall be deemed to have come in force on and with effect from the date of execution of this agreement as mentioned above ("Commencement Date") and this Agreement shall remain valid and in force till all obligations of the parties towards each other stands fulfilled and performed and the Project is fully completed in all respects;

H] **Contribution of parties:** The Owners are contributing the subject Land in its entirety with clear and marketable title and fully vacant and peaceful possession and the Developers shall contribute all the money required for development, construction and completion of construction of new building togetherwith all common spaces, facilities and amenities appurtenant thereto on the subject land obtaining occupancy and completion certificate(s) and also contribute with their expertise in getting the land portion of the respective Owners free from encumbrances and fit for development;

2) **Marketing of the Project, Sales & Allied:**

All the parties agree that the Developers shall have the right to launch the Project, name the project with the prefix (that will be decided by the Developers) , display, signage/ display rights (whether on hoardings or on terraces or otherwise) and procure prospective purchasers for sale of the



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Unit/s, parking & other spaces in such manner as may be deemed appropriate by them in their sole and absolute discretion subject to the terms agreed upon by the Owners and the Developers in respect of the Units, Parking Spaces, allied and proportionate common part/s attributable thereto,

3) FINANCIALS, CONSIDERATION & PAYMENTS:

A) Municipal Taxes and Outgoings:

a) Relating to period prior to and After possession: All rates, taxes, surcharge, cess, and outgoings in respect of the subject premises relating to the period prior to this Agreement shall be borne and paid by the respective Owners and the same on and from the date of execution of this Agreement shall be borne and paid fully and its entirety by the Developers and that the Owners shall not be liable to the same or any part or portion thereof;

b) Relating to period After possession of New Building: As from the date of possession of the Unit/s to the prospective purchaser(s), all rates, taxes, surcharge, cess, development charges and other outgoings in respect of the subject premises and also in respect of the new building shall be borne and paid by the prospective purchaser(s);

B) TAXES:

a) The Owners shall be responsible to bear and pay direct and indirect taxes, including for example, income-tax and GST which arises upon execution of this Agreement, if at all. Wherever the Owners have a legal obligation to pay the aforesaid Taxes associated with this Agreement, the Owners shall be solely responsible for the same. If the Developer is held to have a legal obligation to pay GST, if any, upon entering and/or execution of the Agreement with the Owners, then the Developer shall invoice the Owners and the Owners shall pay that equivalent amount as assessed by the appropriate taxing authority. In case and in the event the Owners fails to or is unable to discharge the tax liability, then the Developer reserves the right to terminate this Agreement. Further, to the extent, if any GST is required to be paid by the Developer, both under forward or reverse charge under any provision of Applicable Law, the Developer will claim reimbursement of the



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same from the Owners. Notwithstanding anything contained hereinabove during subsistence of this Agreement and/or expiry of this Agreement, if any GST liability is determined, in terms with the provisions under the Applicable Law relating to GST or by virtue of a judgment by any court of law or directions issued by Government of India or any State Government, to be payable by the Developer on behalf of the Land Owners or on account of this agreement, the Developer shall claim the same from the Owners and the Owners undertake to pay the same to the Developer within 30 (thirty) days from the date of the claim raised by the Developer along with applicable interest, if any, payable in terms with the applicable Law relating to GST, failing which interest at the rate of 14% (fourteen percent) compounded annually, shall be payable by the Owners to the Developer from the date of expiry of the said 30 (thirty) days period until actual payment by the Land Owners.

C] Entitlements: for the sake of convenience, the sale of the Unit(s), Car Parks & Allied at the new Complex to be constructed on the subject premises shall be done in a composite manner along with the proportionate undivided share and interest in the subject land and also along with proportionate undivided share and interest in the Common Part/s at the complex (hereinafter collectively called as "Composite Unit(s)"). It is agreed by the parties hereto that notwithstanding anything contained in these presents or elsewhere;

a) 65% of the net Revenue from selling the composite units in the complex is and shall belong to the Owners which the Owners shall distribute amongst themselves as they may mutually decide by way of executing a Supplementary Agreement amongst themselves.

b) 17.5% of the net Revenue from selling the composite units in the complex is and shall belong to the Other Developers.

c) 17.5% of the net Revenue from selling the composite units in the complex is and shall belong to the Principal Developer.



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D] **Additional dispensation to Developers:** In addition to the realization towards consideration for sale of Composite Unit(s) as above by the Developers for self and also on behalf of the Owners, the Developers shall also be entitled to collect, charge & enjoy for the Extras & Deposits as mentioned in the 2nd SCHEDULE hereto (hereinafter called "the Extras") from the Prospective Purchaser(s) and that all such amounts shall be paid by the Prospective Purchaser(s) which shall form a part of revenue of the Developers only to be shared equally between the Developers after adjusting all the statutory deductions/liabilities and the Owners shall not have any right, title, interest or claim therein;

E] **Sharing of Sale Proceeds:** The Principal Developer upon execution and registration of this agreement shall open separate Bank Account(s) for the project which shall be used specifically for this project only. The details of the Bank Account(s) shall be intimated to all the Owners and the Other Developer by the Principal Developer. The sale proceeds from sale of Composite Unit(s) and Allied to be shared amongst all parties shall be determined and finalized on quarterly basis;

It is decided amongst the Owners and Developers that the amount to be received from time to time from the intending purchasers/allottees shall be utilized and withdrawn as per the provisions laid down under Section 4(1)(D) of The Real Estate (Regulation And Development) Act, 2016;

F] The said separate Bank account/s shall be operated by the authorized signatories of the Principal Developer and disbursements to the Revenue amongst the Owners and Developers shall take place in the manner mentioned hereinabove and instructions shall be given to the concerned bank to credit the accounts of the respective Owners and the Developers in terms of the above;

G] It is hereby expressly agreed and declared by and between the parties hereto that in the event of any agreement of the Prospective Purchaser(s) being terminated and any amount is to be refunded to any of the Prospective Purchaser(s), the Owners, Principal Developer and the Other Developer hereto shall make payment of the same in proportion to their respective share as in



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the revenue shared;

H] **Security Deposit of the Principal Developer:** The Principal Developer shall pay to the Owners interest free refundable Security Deposit of Rs.10,00,000/- (Rupees Ten Lakhs only) within 30 (Thirty) days from the date of sanction of building plans.

I] **Security Deposit of the Other Developer:** The Other Developer shall pay to the Owners interest free refundable Security Deposit of Rs.10,00,000/- (Rupees Ten Lakhs only) within 30 (Thirty) days from the date of sanction of building plans.

J] **Refund of Security Deposit:** The Security Deposit without any interest and accruals thereon shall be refunded by the Owners to the Developers upon obtaining the Completion Certificate from the appropriate authority.

K] **Mortgage of the Units:** The Developers shall have the right and authority to arrange for financing for Development of the project (project finance) from any Banks and/or Financial Institutions on such terms and conditions as may be applicable by creating charge or lien or hypothecation on the composite unit(s) or portion thereof and mortgaging the composite unit(s) or portion thereof with undivided proportionate share of the Subject Land by executing Simple Mortgage and/or by creating English mortgage or a registered mortgage without in any way causing prejudice to or affecting the right of the prospective/intending purchasers/allottees;

Further, the Owners at the written request of the Developers may execute any document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of deposit of title deeds, deliver the title deeds and to receive back the title deeds, etc., on such terms as may be mutually agreed;

In case owing to any loans or finances obtained by the Developers, the Owners suffer any losses or damages due to any non-repayment, delay in



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repayment by the Developers or due to any other consequence of delay or default of the Developers in respect of its obligations in respect of any such loan or liability whatsoever, the Developers shall indemnify and keep the Owners saved harmless and indemnified in respect thereof;

L] All benefits under the Income Tax Act for development would be available to the Developers and it would be entitled to claim all such benefits;

M] **Stamp & Registration:** All stamp duty, registration fees and registration charges relating to this Agreement shall be borne and paid by the Developers and the same related to Allotment, Agreement, Sale of the composite Unit(s) and parts and portions thereof will be borne by the Prospective Purchaser(s);

4) PRINCIPAL DEVELOPER'S AND OTHER DEVELOPER'S (JOINTLY REFERRED TO AS THE "DEVELOPERS") DUTIES, RESPONSIBILITIES, OBLIGATIONS, UNDERTAKINGS, RESTRICTIONS, COVENANTS:

1) **Utilization to Maximum:** The sanctions shall be obtained and the Complex shall be completed by the Developers by taking sanction and completing construction as per maximum available FAR on the Subject Premises;

2) **Development, Construction & Completion:** The Development of the entire Complex shall be done by the Developers at their own costs, efforts and expenses without making the Owners in any way liable or responsible for the same and that the Developers shall keep the Owners saved harmless and indemnified in this regard;

3) **Time of Completion:** The Developers hereby agree and covenant with the Owners to complete the Project within 48 (Forty Eight) months from the date of obtaining sanction of the Plans, getting licenses, permissions, etc. however, subject to force majeure as defined below and in case of delay for any reasonable cause, the Owners shall grant extensions of reasonable period of time to the Developers upon the Developers seeking such extensions in advance before expiry of the period and satisfying the Owners about the cause of delay.



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- 4) **Use of good materials:** The Developers shall use sound and good quality material available in the market and the workmanship will be of superior category;
- 5) **Statutory Obligation:** All persons employed by the Developers for compliance of its obligations hereunder will be deemed to be employees of the Developers who shall be solely responsible for fulfillment of statutory obligations relating to the Project;
- 6) **Access:** The Developers shall ensure that the Owners and their agents, servants, associates and any person claiming through or under them have access to the Subject Premises after giving 1 (one) working day prior intimation to the Developers and the Developers shall provide full cooperation and assistance in this regard;
- 7) **No Violation of Law:** The Developers hereby agree and covenant with the Owners that they shall ensure that there is no violation or contravention of any of the provisions of the laws, rules, regulations and bye-laws applicable to development of the Complex;
- 8) **Warranty:** The Developer warrants that the development work shall be free from material and structural defects and shall return and repair (free) any work found to be defective for a period of five (5) years from the date of Notice for possession and all product warranties, if any, are deemed assigned from Developers to Prospective Purchaser(s) and it is clarified that the Owners shall not be liable or held responsible for the same in any manner whatsoever;
- 9) **Possession of Composite Unit(s):** The Principal Developer shall handover the Composite Unit(s) to the respective Prospective Purchaser(s) of the project and the same shall be deemed as if the Owners and Other Developer have also delivered the possession of such Composite Unit(s) to the Prospective Purchaser(s);
- 10) **Assessment by Municipality / Corporation / Zilla Parishad:** After the constructions are complete, the Developers shall expeditiously carry out



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proper Assessment and/or re-assessment of the Units, Parking & Others in the name of Prospective Purchaser(s), get the same mutated, separated and get allotment of separate assessee number from the appropriate authority/ies;

11} The Principal Developer and Other Developer shall jointly and individually always –

- a) remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the sanctioned plan and have agreed to keep the Owners saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings;
- b) remain responsible for any accident and/or mishap taking place while undertaking construction and completion of the said new building and/or Housing Project in accordance with the said Plan sanctioned by authorities concerned and has agreed to keep the Owners and the Other Developers and each one of them saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings;
- c) comply and/or procure compliance with, all conditions attached to the building permission and any other permissions which may be granted during the course of development;
- d) comply or procure compliance with, all statutes and any enforceable codes of practice of the Municipal and/or other authority or other authorities affecting the Subject Premises or its development;
- e) take all necessary steps and/or obtain all permissions, approvals and/or sanctions as may be necessary and/or required and shall do all acts, deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the Subject Premises;
- f) incur all costs, charges and expenses for the purpose of constructing erecting and completing the said new building and/or the Complex in accordance with the Plan sanctioned by the authorities concerned;



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g) make proper provision for security of the Subject Premises from the date of delivery of the possession of the Subject Premises to the Developers till the date the maintenance and management of the Complex is handed over to the Prospective Purchasers' Association;

h) not to allow any person to encroach nor permit any encroachment by any person and /or persons into or upon the Subject Premises or any part or portion thereof;

i) not to expose the Owners to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents as may be necessary and/or required for the purpose of construction, erection and completion of the said Project.

j) remain jointly liable and/or responsible for all acts, deeds, matters and things for undertaking construction of the said new building and/or housing project in accordance with the Plan sanctioned and to pay perform and observe all the terms conditions covenants and obligations on the part of the Developers to be paid performed and observed;

k) maintain the books of accounts of the said project;

12) **Indemnity by Developers -**

a) **In case of Failure:** The Developers shall keep all the other parties herein, its agents, nominees, assignees and employees fully indemnified and harmless against any loss or liability, cost/s or claim/s, action/s or proceeding/s that may arise against all the parties or on the Subject Land by reason of failure by the Developers to discharge its liabilities /obligations /representations under this Agreement;

b) **In case of Third Party claims:** The Developers shall keep all other parties herein saved, harmless and indemnified against all third party claims, actions, suits, costs and proceedings arising out of any act of omission or commission on the part of the Developers in relation to the development of the Complex and/or for any defect therein or in development and completion of the Project;



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c) **For Use of Powers and Authorities:** The Developers shall keep all other parties indemnified and harmless from and against any claims, actions, suits, costs and proceedings arising out of any sort of steps taken by the Developers on behalf of the owners on the strength of powers and authorities given to the Developers by the Owners;

d) **For accidents, etc.:** The Developers shall keep all owners indemnified and harmless from and against injury and damage or suffering of any person/s arising out of neglect, carelessness, accident or any other cause in any way connected to the execution of this contract;

5) **The Owners' and the Developers' Duties, Responsibilities, Obligations, Undertakings, Restrictions, Covenants:**

A] Apart from those mentioned elsewhere in these presents, the obligations of the Owners and the Developers are and shall be as follows:-

a) **Removal of prior claims:** The Owners shall at their costs, efforts and expenses expeditiously get removed any objection, claim, dispute that may be received from any person or party relating to the title and possession and occupation of the Owners in respect to the Subject Premises for any act of the Owners prior to this date and to make out a clear and marketable title along with vacant and peaceful possession of the subject land of the Owners free from all encumbrances, claims, objections, disputes of any nature whatsoever;

b) **Settle & Discharge prior legal process:** The Owners shall at their costs, efforts and expenses expeditiously settle / withdraw any other Suit, Obligation, Complaint (Civil or Criminal), Miscellaneous Applications, Police Complaint that may have been filed in the above matter by any person/party for any reason whatsoever prior to this Agreement for any act of the Owners and to obtain a legal and effective discharge / withdrawal / NOC / Consent Letter from the disputant party as shall be required by the Developers /their lawyers;

c) **Providing Documents & Papers:** The Owners shall provide to the Developers all deeds, documents, suit papers, orders and such other



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documents as the Developers or their Lawyers shall require during the course of Due Diligence of the Subject Premises and as shall be required for transferring and assigning good title free from all encumbrances, claims, objections, disputes in favour of the Prospective Purchaser(s) of the Unit(s);

- d) **Execute Agreement/s, Conveyance/s, etc.:** The Owners through either of the Developers as their attorney and the Developers on their own capacity shall execute necessary Agreement/s for Sale and/or Deed/s of Conveyance and all other necessary documents, cancellations, Assignments and writings which are to be executed in respect of the Composite Unit(s), Parking & Others at the Subject Premises as may be required by the Developers and the Owners for effective transfer composite units [including providing a registered Power of Attorney in favour of their nominee/s for such purposes] in favour of the Prospective Purchaser(s) of the units as the case may be and for that purpose to attend the office of the relevant authorities personally for the purpose of execution and registration of the said Agreement/s for Sale and/or Deed/s of Conveyance and all other necessary deeds / documents / cancellations/ assignments/ writings;
- e) **Lodge for Registration:** The Owners through either of the Developers as their constituted attorney and the Developers on their own capacity shall lodge for registration the Agreement/s for Sale and/or Deed/s of Conveyance and all other necessary deeds / documents / writings in the office of the competent Registrar of Assurances, District Registrar or Sub-Registrar and to remain present personally in their office for the purpose of admission and execution of the said Agreement/s for Sale and/or Deed/s of Conveyance and all other necessary deeds / documents / writings in respect of sale of Composite Unit/s and the connected proportionate Land Share out of the Subject Land and proportionate Common Part/s;
- f) **Co-operation for Development:** The Owners shall co-operate with the Developers during the course of Development at the Subject Premises;
- g) **Signing necessary Applications, etc.:** The Owners through either of the Developers as their constituted attorney shall sign and execute all necessary Forms, Applications, Deeds, Documents, Affirmations, Affidavits, Papers,



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Plans, Writings, Undertakings as may be required by the Developers for permissions, sanctions, NOC's from Concerned Municipal Corporation/ any other concerned and/or competent bodies or authority/ies or any other Government/Semi-Government etc. including under the Urban Land Ceiling Act, the Town & Country Planning Authorities, Concerned Municipal Corporation, or any other public body or authority for the proper and effective development of the Subject Premises within the scope of work of the Developers;

h) **Personal presence before authorities:** The Owners through either of the Developers as their constituted attorney and the Developers shall remain present before various Government and Semi Government or Other Concerned Authorities as may be required from time to time;

i) **Confirm Documents:** The Owners through either of the Developers as their constituted attorney shall join in all deeds, documents, Agreements as the Developers may require from time to time and similarly, the Developers;

B] Possession: Simultaneously with signing and execution of this Agreement, the Owners have delivered to the Principal Developer permissive possession of the Subject Premises in its entirety which is only and specifically for development purposes;

It is hereby made expressly clear that the possession of the Subject Premises is not being given nor intended to be given by the Owners to the Developers in part performance as contemplated by Section 53A of the Transfer of Property Act, 1882 read with Section 2(47)(v) of the Income Tax Act, 1961 and it is being expressly agreed and declared that juridical possession of the Subject Land shall always remain vested in the Owners until such time the development is completed in all regards;

C] No obstruction: The Owners shall not do any act, deed or thing whereby the Developers are obstructed or prevented from development and completion of the Project and the Composite Unit(s) and in this regard the Owners shall keep the Developers saved, harmless and indemnified;

D] Co-operation: The Owners shall fully cooperate with the Developers for



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obtaining all permissions for constructing and completing the Project as envisaged in these presents and the Owners represent that they shall at all times during pendency of the development work and till completion of sale and handing over of the Project by the Developers to the Prospective Purchaser(s) and/or the Maintenance Agency, completely cooperate with the Developers without raising any dispute either with the Developers or amongst themselves and in case of any issues arising, the Owners agree that the Developers will be entitled to decide on the basis of majority view of the Owners;

E] Detrimental Acts: The Owners and the Developers shall not do act/s, deed/s or thing/s and/or indulge in any activities which may be detrimental to obtaining of permissions and sanctions or to the development and completion of the Project and/or which may interfere with sale or transfer of the Composite Unit(s) and / or which may affect the mutual interest of the parties and the Owners and the Developers shall not go against the spirit of this Agreement;

F] Information: The Owners undertakes to provide the Developers with any and all documentation and information relating to the Subject Premises as may be required by the Developers from time to time;

G] Freeing the Subject Premises: The Owners shall at their own costs, efforts and expenses get the Subject Land freed, cleared, released and discharged from all kinds of claim, unauthorized possession, snag, alienation or encumbrance, if any, save the agreements and arrangements done in pursuance of this agreement;

H] Title Indemnity: Subject to whatever is mentioned in this Agreement, the Owners shall always be responsible for giving good and marketable title along with vacant and peaceful possession of their respective Land Share out of the Subject Land to the Prospective Purchaser(s) of the Composite Unit(s), Parking & Others and the Owners hereby indemnifies and agrees to keep indemnified the Developers and the Prospective Purchaser(s) in this regard;

I] General Power of Attorney: The Owners shall grant to either of the



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Developers and/or both and/or their nominee(s) one or more Registered Power of Attorney(ies) for the purposes the Developers have been appointed as above;

J] Additional Authority: It is understood that from time to time to facilitate the uninterrupted development of the Subject Premises by the Developers, various deeds, matters and things not herein specified may be required to be done by the Developers and for which the Developers may need authority of the Owners and Further that various applications and other documents may be required to be signed or made by the Owners herein relating to which specific provisions may not have been made herein and in this regard the Owners hereby undertakes to do all such acts, deeds, matters and things and execute any such additional Power of Attorney and/or authorization as may be required by the Developers for such purpose and the Owners also undertakes to sign and execute all additional applications and other documents at the costs and expenses of the Developers;

K] Execution of Documents on request of the Developers: Notwithstanding and without prejudice to the General Power of Attorney, Development Power of Attorney and other Powers and Authorities granted, the Owners hereby undertakes that they shall execute, as and when necessary, all papers, documents, plans, etc. for the purpose of development of the Subject Premises and sale of composite Unit(s) within very next day of the request being made by the Developers;

6) Development Planning:

A] Immediately after the execution of this Agreement –

a) the Owners shall allow the Developers to enter upon the Subject Premises for the purpose of undertaking the preliminary work of construction and the Developers and/or any person authorized by it shall be entitled to and is hereby authorized:

- i) to have the lands surveyed;
- ii) to cause the soil to be tested;



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- iii) to carry out all preliminary works for the purpose of undertaking development of the said project property;
- iv) to enter upon the Subject Land for the purpose of undertaking the work of construction, erection and completion of the Project in accordance with the Plan to be sanctioned by appropriate authority and other concerned authorities;

B] Upon sanction of the Building Plans and other permissions being obtained for undertaking construction, the Developers shall-

- a) within 30 days commence and/or proceed diligently to execute the development and in this regard the Developers at their own costs and efforts shall be entitled to demolish the existing building and/or structures (if any) standing thereon;
- b) proceed diligently and execute and complete the development in a good and workmanlike manner with best and high quality branded materials;
- c) execute and complete the development in accordance with the approved plan and comply with the requirements of any statutory or other competent authority and the provisions of this agreement;

7) The Real Estate (Regulation And Development) Act, 2016 and/or any other law or statute of same or similar nature as may be applicable collectively "RERA") Compliances:

A] It shall be the obligation and responsibility of the Principal Developer to cause this real estate project to be registered with the Regulatory Authority established under RERA and obtain necessary certificates after registration of the project and develop the Subject Premises in compliance with all statutory prescriptions inclusive of the laws and rules mentioned in RERA and all other laws relating to development at the Developers' costs, efforts and expenses;

B] Without prejudice to the above, the Principal Developer undertakes that the Principal Developer shall take necessary steps for obtaining registration and/or approval of the Project treating the Owners and other developer as Promoters under RERA and/or any other applicable real estate law for the time being in force and shall comply with all provisions thereof and



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make payment of all costs, charges, expenses, outgoings and fees which may be required to be paid and the Developers shall keep the Owners saved, harmless and indemnified in this regard and also in respect of all claims, demands, proceedings, expenses, obligations arising there from or relating thereto;

C] The Owners and the other developer have agreed to render all co-operation and assistance and that the Owners shall give reply to all queries, questions and requisitions which may be required to be answered for RERA registration;

D] Notwithstanding anything contained in these presents or elsewhere it is clear and understood that the liability of the Owners under RERA is restricted only in respect of the Subject Land and that all other liabilities under RERA including that in respect of the building(s), Development Work, Sales, etc. shall be that of the Developers and that the Developers hereby agree and undertake to keep the Owners saved, harmless and indemnified in this regard and also in respect of all claims, demands, proceedings, expenses, obligation arising there from or relating thereto;

8) Dealings With Subject Land, Project and New Building:

A] **Measurements & Quality of Materials:** The decision of the Architect/s, Surveyor/s, Engineer/s regarding measurement of all the areas in the Complex and all aspects of development including the quality of materials shall be final and binding on the Parties;

B] **Handing over Sanctioned Plan & etc. to Association :** Upon completion of the Project, the Developers and the Owners as the case may be, shall hand over the Sanction Plans, NOC's & Clearances, Completion Certificate, Occupancy Certificates, Architect/s & Engineering Drawings, Electrical Drawings, Plumbing Drawings, etc. in respect of the Complex and/or the Subject Premises to the Flat Owners' Association;

C] **Purchaser/s of Composite Unit(s):** The Prospective Purchaser(s) of Composite Unit/s shall have the right to own and hold the Unit/s, etc. out of the project after purchasing the same;



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ADDITIONAL REGISTRAR
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- D] **Cost of Transfer:** The costs of registration of such conveyances including Stamp Duty, Registration Fees, Advocates Fees and registration expenses and all other expenses incidental or related thereto shall be borne and paid by the respective Prospective Purchaser(s);
- E] **Notice of Completion:** As soon as the project is completed with water connection, sewerage connection and power supply, the Developers shall give a written notice to the Prospective Purchaser(s) of the Unit(s) requiring the Prospective Purchasers to take possession of their respective Unit/s, and the Prospective Purchaser(s) shall take possession within 15 (fifteen) days from the date of such notice and from the date thereafter, it will be considered as deemed possession by the Prospective Purchaser(s) and all the outgoings including the maintenance, rates and taxes in respect of respective Unit(s) will be the liability of the Prospective Purchaser(s) or the transferee(s) of the Prospective Purchaser(s) as the case may be, from the date of said possession or deemed possession;
- F] **Possession Date and Rates & Taxes:** On and from date of taking physical possession or deemed possession (Possession Date), the Prospective Purchaser(s) shall be solely and exclusively liable and responsible for payment of all rates, taxes and other outgoings and impositions whatsoever payable in respect of the their respective Unit(s), Parking & Others;
- G] **Maintenance Charge:** It is clarified that the Maintenance Charge to be paid by the intending purchasers shall include premium for insurance, water, electricity, generator, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipments and other installations, appliances and equipments;
- H] **Failure to Pay Maintenance Charges:** Should the Prospective Purchaser(s) fail to pay the Maintenance Charges or any amount payable in respect of the Rates, Taxes and Other Outgoings within 15 (fifteen) days of demand in this behalf, the Defaulter shall be liable to pay interest on the amount outstanding @ $\frac{1}{2}\%$ per week or part thereof from the due date of payment till such payment is made and in addition, during the period of



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default, none of the common services shall be available to the defaulting party;

I] **Lien for payments:** All payments to be made by the Prospective Purchaser(s) in pursuance of these presents and/or otherwise shall be first charge and lien on their respective Unit(s);

9) **Defaults, Delays or Omissions:**

A] **Of Developers:** Subject to Force Majeure reasons, in the event the Developers fail and/or neglect to develop, complete and finish the project within the stipulated period then the Owners shall grant the Developers further necessary time for completion of the project.

B] **Of Owners:** In the event the Owners fail and/or neglect to perform any of their obligations under this agreement, then the Developers may grant further opportunities to the Owners for performing their duties and obligation as per this agreement.

C] **Notice for Default:** In case of any event of default, the other party (the aggrieved party) shall serve a notice in writing to the defaulting party, calling upon the defaulting party to comply with its obligation in default within the time and in the manner as may be mentioned in the said notice;

D] **Rectification of Default:** Upon receipt of such notice, the defaulting party shall rectify the said event of default and/or breach within the time and in the manner as mentioned in the said Notice;

E] **Rectification of Default by the Developers:** On expiry of the said period of notice, if the defaulting party are the Owners, then the Developers shall be entitled to take over the responsibility to rectify the defaulted item or items upon itself on behalf of the Owners and shall be entitled to complete the same at the risk, costs and expenses of the Owners;

F] **Force Majeure:**

Upon occurrence of any Force Majeure event and if such Force Majeure event continues for a period of 90 (ninety) days, then the Owners and Developers



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shall jointly conduct a meeting for deciding and formulating the future course of actions for the construction and completion of the project. The Parties shall further mutually decide and calculate the tentative time for recovering from the force majeure situation and accordingly extend the time of completion of the project to avoid any unnecessary delay. In the event due to force majeure either of the Developers becomes inactive then the active Developer shall carry out the project work either on its own or by admitting its subsidiary concern only after obtaining consent from the Owners. Due to force majeure situation if any or multiple terms of this agreement becomes impossible to perform then such terms shall be changed and/or modified by the parties herein by way of executing one or more supplementary agreement(s) without altering the basic essence and purpose of this Agreement.

10) Survival of The Agreement:

This Agreement shall be binding on the parties hereto and their respective heirs and/or legal representatives and/or successor and/or successors-in-office/interest as the case may be;

11) Original Title Deeds :

The original title deeds, link deeds, title related other deeds, agreements and declarations etc. shall always be held by and under the custody of the Owners but the owners are liable to produce the same as and when required by the Developers.

12) Miscellaneous:

A] **Mutual Goodwill :** This Agreement is entered into in a spirit of goodwill and the Parties covenant with each other that each Party will render at all times all reasonable assistance in its power to facilitate successful implementation of this Agreement and/or provide any information or document in its possession, which the other party(s) may reasonably require for the purpose of this Agreement;

B] **Principal to Principal basis:** The agreement entered into by and between the parties herein is and shall be on Principal to Principal basis;



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- C] **Chronological remedies:** All remedies, either under this Agreement or by Law or otherwise afforded, shall be chronological and not alternative;
- D] **Acquisition:** In the event of acquisition/requisition of the Subject Premises all the parties shall share the compensation in their respective entitlement share as defined and described above;
- E] **Legal Advice:** Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.
- F] **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, oral or implied;
- G] **Binding Effect:** This Agreement is binding upon, inures to the benefit of and is enforceable by the Parties hereto and their respective successors and permitted assigns;
- H] **Amendment/Modifications:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the parties and registered and expressly referring to the relevant provision of this Agreement;
- I] **Further Acts:** The Parties hereto shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement;
- J] **Assignment:** Notwithstanding anything contained in these presents or else where the Developers shall not be entitled transfer and/or assign and/or nominate any or all of its right under this Agreement and related and/or allied documents including Power of Attorney unto and in favour of any person, but the same may be done with prior notice of 45 days to the representatives of the Owners and after obtaining written permission from all the parties on



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such terms, conditions and considerations as may be mutually decided and agreed upon by all the parties;

K] **Extensions:** The parties to this Agreement may, by mutual consent, {a} extend the time for performance of any of the obligations or other acts of any Party, {b} waive any inaccuracies in the representations and warranties of any Party contained herein or in any document delivered by any Party pursuant hereto or waive compliance with any of the Agreements or conditions of any Party contained herein and any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Parties to be bound thereby;

L] It is clarified that - anything contained in these presents shall not cause any prejudice to the development of the Project by the Developers. The Developers shall be entitled to make all future vertical and horizontal exploitation in the adjoining lands and land contiguous to the adjoining land by amalgamating or merging the Subject Premises thereto or otherwise and take revised sanction for that purpose for which all the Parties hereto give their approval and consent, and the same shall belong to the owners of such adjoining land.

M] **Waiver in writing:** Any waiver, permit consent or approval of any kind or character on the part of Developers of any breach or default under this Agreement, or any waiver on the part of Developers of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing;

N] **Waiver not to be Subsequent waiver:** A waiver of any term, covenant or condition shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges;

O] **Non Waiver:** Any delay tolerated and/or indulgence shown by any party in enforcing the terms and conditions herein mentioned or any tolerance shown shall not be treated or constructed as a waiver of any breach nor shall the same in any way prejudicially affect the rights of either party;



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P] **Invalid Provisions:** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of any Party hereto under this Agreement shall not be materially and adversely affected thereby, {a} such provision shall be fully severable, {b} this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and {c} the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance there from;

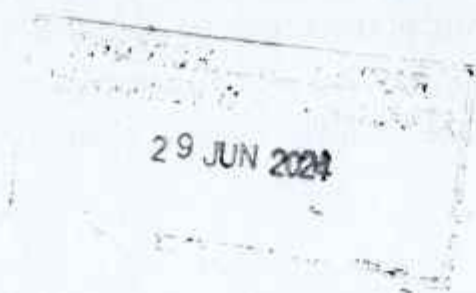
Q] **Specific performance:** In the event of there being breach by either party the other party will have the right to seek specific performance of this agreement and also claim any loss, damage costs and expenses caused due to such breach but the parties shall not be entitled to revoke, cancel, determine or terminate this agreement;

R] **Notice:** Any notice, consent, approval, demand, waiver or communication required or permitted hereunder shall be in writing and shall be deemed given/effective if delivered to the person personally at the time of delivery or if sent by Speed Post or reputed courier company, with postage and registration or certification fees thereon prepaid, on the 4th business day following delivery of such notice to the postal service or by courier if the addressee is outside Kolkata, on the 2nd business day following delivery of such notice to courier company if the addressee is within Kolkata, and are addressed as mentioned in the Name Clause, unless any change in address is communicated in writing by any Party to the Others and immediately but within business working hours if sent by Email or Whatsapp or Mobile Mennage or by any other electronic mode all at the address given in the name clause or as be intimated by one party to the other in writing in advance;

S] **Governing Laws:** The Parties shall abide by the laws of India and all applicable local laws with respect to the subject matter of this Agreement, to ensure that there is no contravention and if there is any contravention, either Party may, by written notice, call upon the other to ensure compliance with



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requirements as per applicable laws. Any penalties levied by the Government, State or Central, Municipal Body etc. as a result of non-compliance by either Party, will be borne by the defaulting Party;

T] Confidentiality:

a) Confidential Information shall mean and include all trade secrets, business plans and other information relating to (whether directly or indirectly) the business thereof (including, but not limited to, the provisions of this Agreement) and in whatever form, which is acquired by, or disclosed to, the other Party pursuant to this Agreement;

b) In consideration of Confidential Information of each Party (Disclosing Party) being made available to the other Party (Receiving Party) under this Agreement, the Receiving Party shall at all times :

- i) Treat all such Confidential Information as secret and confidential and take all necessary steps to preserve such confidentiality;
- ii) Not use any such Confidential Information other than for the purpose of performing his/its obligations under this Agreement and in particular, not to use or seek to use such Confidential Information to obtain (whether directly or indirectly) any commercial, trading or other advantage (whether tangible or intangible) over the Disclosing Party;
- iii) Not disclose such Confidential Information to anyone other than with the prior written consent (such consent to be granted or withheld at the Disclosing Party's absolute discretion) of the Disclosing Party;
- iv) Not make any copies of any such Confidential Information (including, without limitation, any document, electronic file, note, extract, analysis or any other derivation or way of representing or recording any such Confidential Information) without the Disclosing Party's prior written consent (such consent to be granted or withheld at the Disclosing Party's absolute discretion);
- v) Upon written request by the Disclosing Party, promptly deliver to the Disclosing Party or the direction of the Disclosing Party, destroy, all materials containing any such Confidential Information and all copies,



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extracts or reproductions of it (as permitted under this Agreement) and to certify compliance to the Disclosing Party in writing;

U] **Dispute Resolution:** If any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, development, performance, breach or enforceability of this Agreement (collectively Disputes) occurs in that event the parties herein jointly appoint three persons as Conciliators who shall first attempt to settle, by way of negotiation;

V] **Arbitration:** In case the conciliation fails, any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, Development, performance, breach or enforceability of this Agreement (collectively Disputes) shall be decided by way of Arbitration of a sole Arbitrator to be jointly appointed by the parties herein under the Arbitration and Conciliation Act, 1996 with all statutory modifications in force for the time being and that the language of Arbitration shall be in English and the place of Arbitration shall be at Kolkata only;

W] **Jurisdiction:** Only the Courts having jurisdiction over the Subject Premises shall have the exclusive jurisdiction in all matters connected with this agreement and/or affairs and/or disputes between the parties;

X] **Severability:** Each of the provisions contained in this Agreement shall be severable and the invalidity of one shall not affect the validity of any other provision of this Agreement or the remaining portion of the applicable provision and the Parties shall endeavor to replace such unenforceable provision/portion with a legally permissible provision, which as far as possible, reflects the original intent of the Parties;

FIRST SCHEDULE ("THE SUBJECT PREMISES")

ALL THAT the piece and parcel of Bastu/Bahutal Abasan land measuring an area of 99.4745 Decimals (equivalent to 4025.04 Sq. Mtr.) be the same or a little more or in R.S./L.R. Dag No.470(P) comprised in L.R. Khatian Nos. 2455, 2447 & 2495 and R.S./L.R. Dag No. 472(P) comprised in L.R. Khatian Nos.



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2523, 2475, 2487, 2448, 2522, 2519, 2530, 2520 & 2518, both the dags are lying at Mouza - Mahisbathan, Touzi No.145, J.L No.18, Revenue Survey No.215, under Police Station - Electronic Complex (formerly Bidhannagar East), Ward No.1 of Bidhannagar Municipal Corporation, in the District of North 24 Parganas, Kolkata - 700101 and as demarcated on the map or plan hereto annexed and marked as **Annexure "A"** and thereon shown in RED border and butted and bounded in the manner following :-

ON THE NORTH : L.R. Dag No.470(P);

ON THE SOUTH : L.R. Dag No.504;

ON THE EAST : L.R. Dag No.470(P) and 472(P);

ON THE WEST : 60 Meter wide road;

All above TOGETHER WITH fittings, boundary wall, rights of easements, title, benefits, easements, authorities, claims, demands, usufructs, sanctions, permissions, NOCs, clearances and tangible and intangible rights, rights appurtenant and/or attributable thereto.

SECOND SCHEDULE

PART- I

("EXTRAS")

- 1) Electrical installation relating to meter, transformer and sub-station for receiving electricity;
- 2) Provision for separate electric meter for each flat for installation at the cost borne by the flat owners;
- 3) Generator Capital charges and expenses for providing standby power for flats and common areas in the Subject Premises;
- 4) Proportionate costs and charges of electric transformer/service/ meter and security deposit for the meter;
- 5) Deposit and charges of electric meter and transformer and service line;
- 6) Costs of formation of the Association for management and maintenance of the Complex at the Subject Premises;
- 7) Guarding Charges, if the Prospective Purchaser(s) does not take delivery within period stipulated after receiving letter of completion and request for taking possession of the Fat concerned;



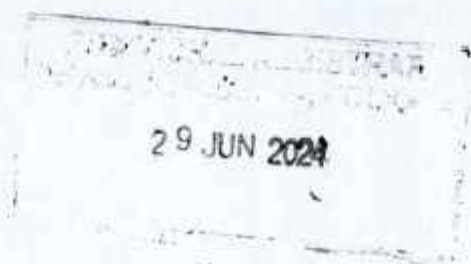
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- 8) Proportionate costs of the insurance of the building, if any;
- 9) Proportionate costs of generator to be installed for providing electricity to the respective Flats in the aforesaid building;
- 10) Deposits towards Common Expenses of Complex and its various segments and/or maintenance of the building/s or blocks thereat;
- 11) GST or any other present or future taxes/cess;
- 12) Any water or any other utility deposits;
- 13) Maintenance charges, contribution to corpus fund;
- 14) Legal charges, Stamp Duty, Registration Fees and Misc. & Incidental expenses to be paid to the Advocates of the project to be appointed by the Developers;
- 15) Common Organization Membership fee;
- 16) Internal Layout Change: any internal change made in the layout/improvement in finishing of the flats/the Flats.
- 17) Air Conditioning Charges.

PART- II **("DEPOSITS")**

- 1) **Common Expenses/Maintenance Charges/Deposits:**
proportionate share of the common expenses/maintenance charges as may be levied;
- 2) **Sinking Fund:** to be decided and collected by the Developers from the prospective purchasers of flats/saleable areas.
- 3) **Transformer and allied installation:** Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipments;
- 4) **Taxes:** deposits towards municipal/corporation rates and taxes, etc.;
- 5) **Electricity Meter:** Security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Complex, at actual;
- 6) **Generator:** Deposit towards running and maintenance of generators;

Note: The aforesaid deposits and charges shall be collected by the Developers in their names and it shall be the joint responsibility of the Developers to handover and transfer the Maintenance charges deposit, Municipal Rates and Taxes deposit and the Sinking Fund to the Common Association, upon its formation.



IN WITNESS WHEREOF the parties have hereunto executed these presents on the day, months and year first above written and admit execution by their acts and actions;

EXECUTED AND DELIVERED by
the OWNERS above named at
Kolkata in presence of:

(1) M. D' Rozario
(MARY D'ROZARIO).

35, Bullygoose Bank
Kolkata - 700019

(2) Suprasad Chatterjee
(SUPRASAD CHATTERJEE)
52, 7th Avenue, Alameda
VBI-19

PASARI DEVELOPERS LLP

Parijat Kumar Shrivastava
Authorised Signatory

OWNER No.1

REGALIA VENTURES LLP

Bimal Sanyal
Authorised Signatory

OWNER No.2

DEOKIRAN MERCHANDISE PVT. LTD.

Parijat Kumar Shrivastava
Director

OWNER No.3

For Anant Niketan Pvt. Ltd.

Parijat Kumar Shrivastava
Authorised Signatory

OWNER No.4

BUILDMORE DEALERS PVT. LTD.

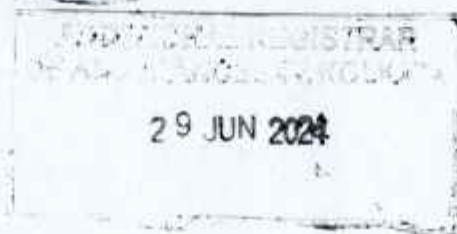
Bimal Sanyal
~~Director~~ / Authorised Signatory

OWNER No.5

TISTA PROPERTIES PVT. LTD.

Parijat Kumar Shrivastava
Director

OWNER No.6



GOLDBRICK VENTURES LLP
Bimal Saha
 Authorised Signatory
OWNER No.7

Bhagya Laxmi Mineral And Logistic Pvt. Ltd.
Bimal Saha
 Director / Authorised Signatory
OWNER No.8

SUNLIKE TRADECOM PVT. LTD.
Bimal Saha
 Directors/Authorised Signatory
OWNER No.9

SWASTIK ENTERPRISES.
[Signature]
PARTNER
OWNER No.10

EXECUTED AND DELIVERED by the
 Principal Developer & Other Developer
 above named at Kolkata in presence of:

(1) *M. D' Rozario*
 (MARY D'ROZARIO)
 35, Ballygunge Park
 Kolkata-700019.

(2) *Supriya Chatterjee*
 (SUPRIYA CHATTERJEE)
 53, 3rd Flr. Anna Apy Avenue
 K-1-17

Drafted by

Abhishek Dutta

Advocate

High Court, Calcutta
 Enrolment No. WB/1135/2010.

AKP PROMOTERS PVT. LTD.

[Signature]

Director

PRINCIPAL DEVELOPER

BENGAL RELIABLE MAHANIRMAN LTD.

[Signature]

Director / Authorised Signatory

OTHER DEVELOPER

SWASTIKER BRIDGES

PARTNER

AKR DE MONTAIGNE

1000000



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
29 JUN 2024

AKP PROMOTERS PVT. LTD.

Akan

Director

BENGAL RELIABLE MAHANIRMAN LTD.

Akote g... g...

Director / Authorised Signatory

SARI DEVELOPERS LLP

Srijit Kumar Bhattacharya

Authorised Signatory

DEOKIRAN MERCHANDISE PVT. LTD.

Srijit Kumar Bhattacharya

Director

TISTA PROPERTIES PVT. LTD.

Srijit Kumar Bhattacharya

Director

For Anant Niketan Pvt. Ltd.

Srijit Kumar Bhattacharya

Authorised Signatory

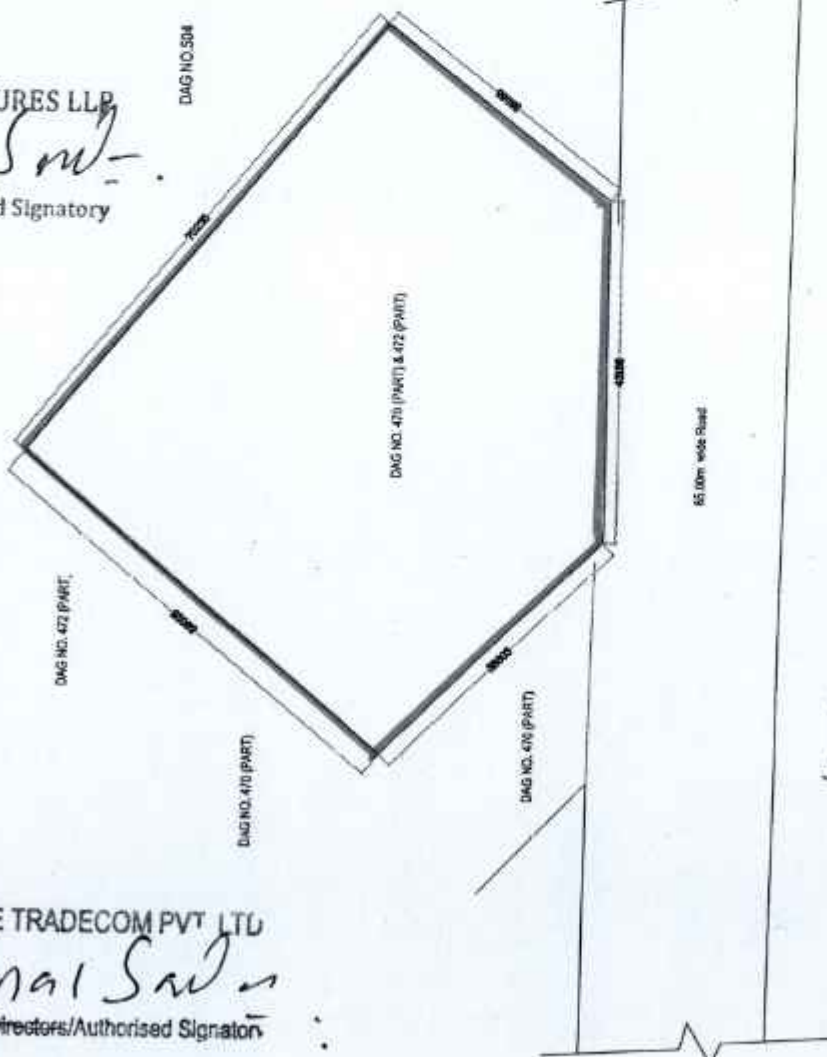


SITE PLAN :

Total Land Area Being 4025.04 SQ.M Forming Part Of L.R. Dag Nos. 470(Part) & 472(Part), Mouza - Mahisbathan, Touzi No. 145, J.L. No. 18, Police Station-Electronic Complex (formerly Bidhanagar East), under Ward No. 1, Of Bidhanagar Municipal Corporation, District -North 24 Parganas, Kolkata - 700 101

SITE PLAN

TOTAL LAND AREA-4025.04 SQ.M



BUILDMORE DEALERS PVT. LTD.

Bimal Saha

Director / Authorised Signatory

SUNLIKE TRADECOM PVT LTD

Bimal Saha

Directors/Authorised Signatory

S^WSWASTIK ENTERPRISES.

S...
PARTNER

Bhagya Laxmi Mineral And Logistic Pvt. Ltd.

Bimal Saha

Director / Authorised Signatory

REGALIA VENTURES LLP

Bimal Saha

Authorised Signatory

29 JUN 2024

100



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
29 JUN 2024

29 JUN 2024

PARTNER

FINGER PRINTS



	Little	Finger	Ring	Finger	Middle	Finger	Fore	Finger	Thumb	Finger
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Signature Sanjit Kumar Jhunjhunwala
 Name SANJIT KUMAR JHUNJHUNWALA



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Signature Bimal Sardar
 Name BIMAL SARDAR



	Little	Finger	Ring	Finger	Middle	Finger	Fore	Finger	Thumb	Finger
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Signature Om Prakash Yadav
 Name OM PRAKASH YADAV



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

29 JUN 2020

FINGER PRINTS



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Signature

Name AKSHAY KUMAR PASARI



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Signature

Name ALOK JHUNJHUNWALA



	Little	Finger	Ring	Finger	Middle	Finger	Fore	Finger	Thumb	Finger
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R										
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Signature

Name



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
29 JUN 2024

Major Information of the Deed

Deed No :	I-1904-09362/2024	Date of Registration	29/06/2024
Query No / Year	1904-2001483303/2024	Office where deed is registered	
Query Date	17/06/2024 9:38:25 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	ABHISHEK DUTTA HIGH COURT, CALCUTTA, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9830317345, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 20,00,000/-]		
Set Forth value	Market Value		
	Rs. 14,66,29,047/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,071/- (Article:48(g))	Rs. 20,105/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Mohisbathan, Mouza: Mahishabathan, , Ward No: 1 JI No: 18, Pin Code : 700101

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-470 (RS :-)	LR-2455	Bastu	Bastu	12.17 Dec		1,79,39,025/-	Property is on Road
L2	LR-470 (RS :-)	LR-2447	Bastu	Bastu	11.2645 Dec		1,66,04,284/-	Property is on Road
L3	LR-470 (RS :-)	LR-2495	Bastu	Bastu	9.65 Dec		1,42,24,452/-	Property is on Road
L4	LR-472 (RS :-)	LR-2523	Bastu	Bastu	3.66 Dec		53,94,973/-	Property is on Road
L5	LR-472 (RS :-)	LR-2475	Bastu	Bastu	11.895 Dec		1,75,33,665/-	Property is on Road
L6	LR-472 (RS :-)	LR-2487	Bastu	Bastu	11.895 Dec		1,75,33,665/-	Property is on Road
L7	LR-472 (RS :-)	LR-2448	Bastu	Bastu	8.52 Dec		1,25,58,791/-	Property is on Road
L8	LR-472 (RS :-)	LR-2519	Bastu	Bastu	5.77 Dec		85,05,191/-	Property is on Road
L9	LR-472 (RS :-)	LR-2522	Bastu	Bastu	5.77 Dec		85,05,191/-	Property is on Road
L10	LR-472 (RS :-)	LR-2530	Bastu	Bastu	6.51 Dec		95,95,978/-	Property is on Road
L11	LR-472 (RS :-)	LR-2518	Bastu	Bastu	6.6 Dec		97,28,641/-	Property is on Road

L12	LR-472 (RS :-)	LR-2520	Bastu	Bastu	5.77 Dec		85,05,191/-	Property is on Road
		TOTAL :			99.4745Dec	0 /-	1466,29,047 /-	
		Grand Total :			99.4745Dec	0 /-	1466,29,047 /-	

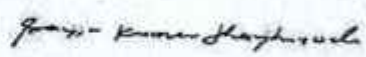
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Pasari Developers LLP City:- Not Specified, P.O:- Ballygunge, P.S:-Karaya, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 Date of Incorporation:XX-XX-2XX4 , PAN No.:: AAxxxxxx1L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	Regalia Ventures LLP City:- Not Specified, P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 Date of Incorporation:XX-XX-2XX1 , PAN No.:: ABxxxxxx3D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
3	Deokiran Merchandise Private Limited City:- Not Specified, P.O:- Ballygunge, P.S:-Karaya, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 Date of Incorporation:XX-XX-1XX1 , PAN No.:: AAxxxxxx0B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
4	Anant Niketan Private Limited City:- Not Specified, P.O:- Ballygunge, P.S:-Karaya, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 Date of Incorporation:XX-XX-2XX6 , PAN No.:: AAxxxxxx8K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
5	Buildmore Dealers Private Limited City:- Not Specified, P.O:- Jodhpur Park, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700068 Date of Incorporation:XX-XX-2XX2 , PAN No.:: AAxxxxxx7E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
6	Tista Properties Private Limited City:- Not Specified, P.O:- Ballygunge, P.S:-Karaya, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 Date of Incorporation:XX-XX-2XX6 , PAN No.:: AAxxxxxx5P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
7	Goldbrick Ventures LLP City:- Not Specified, P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 Date of Incorporation:XX-XX-2XX1 , PAN No.:: AAxxxxxx7A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
8	Bhagya Laxmi Mineral And Logistic Private Limited City:- Kolkata, P.O:- R N Mukherjee Road, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 Date of Incorporation:XX-XX-1XX2 , PAN No.:: AAxxxxxx8M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
9	Sunlike Tradecom Private Limited City:- Kolkata, P.O:- R N Mukherjee Road, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 Date of Incorporation:XX-XX-2XX3 , PAN No.:: AAxxxxxx7N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
10	Swastik Enterprises City:- Not Specified, P.O:- EKT, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Date of Incorporation:XX-XX-2XX3 , PAN No.:: AExxxxxx8B,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	AKP Promoters Private Limited City:- Not Specified, P.O:- Ballygunge, P.S:-Karaya, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 Date of Incorporation:XX-XX-2XX4 , PAN No.: ABxxxxxx7F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative
2	Bengal Reliable Mahanirman Limited City:- Kolkata, P.O:- R N Mukherjee Road, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 Date of Incorporation:XX-XX-2XX5 , PAN No.: AAxxxxxx0Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Sanjit Kumar Jhunjhunwala Son of Late Jagdish Jhunjhunwala Date of Execution - 29/06/2024, , Admitted by: Self, Date of Admission: 29/06/2024, Place of Admission of Execution: Office	Photo  Jun 29 2024 2:11PM	Finger Print  Captured LTI 29/06/2024	Signature  29/06/2024
	City:- Not Specified, P.O:- Sreebhumii, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700048, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Date of Birth:XX-XX-1XX0 , PAN No.: AGxxxxxx5M, Aadhaar No: 84xxxxxxxx7366 Status : Representative, Representative of : Pasari Developers LLP (as Authorised Signatory), Deokiran Merchandise Private Limited (as Director), Anant Niketan Private Limited (as Authorised Signatory), Tista Properties Private Limited (as Director)			
2	Name Mr Bimal Sardar (Presentant) Son of Late Judhishtir Sardar Date of Execution - 29/06/2024, , Admitted by: Self, Date of Admission: 29/06/2024, Place of Admission of Execution: Office	Photo  Jun 29 2024 2:12PM	Finger Print  Captured LTI 29/06/2024	Signature  29/06/2024
	City:- Not Specified, P.O:- Kalighat, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700026, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Date of Birth:XX-XX-1XX7 , PAN No.: BHxxxxxx5K, Aadhaar No: 87xxxxxxxx2183 Status : Representative, Representative of : Regalia Ventures LLP (as Authorised Signatory), Buildmore Dealers Private Limited (as Authorised Signatory), Goldbrick Ventures LLP (as Authorised Signatory), Bhagya Laxmi Mineral And Logistic Private Limited (as Authorised Signatory), Sunlike Tradecom Private Limited (as Authorised Signatory)			

3	Name Mr Om Prakash Yadav Son of Mr Sumer Singh Yadav Date of Execution - 29/06/2024, , Admitted by: Self, Date of Admission: 29/06/2024, Place of Admission of Execution: Office	Photo  Jun 29 2024 2:14PM	Finger Print  Captured LTI 29/06/2024	Signature  29/06/2024
City:- Not Specified, P.O:- EKT, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX5 , PAN No.:: AAxxxxxx8H, Aadhaar No: 30xxxxxxxx4155 Status : Representative, Representative of : Swastik Enterprises (as Partner)				
4	Name Mr Akshay Kumar Pasari Son of Mr Ashok Kumar Pasari Date of Execution - 29/06/2024, , Admitted by: Self, Date of Admission: 29/06/2024, Place of Admission of Execution: Office	Photo  Jun 29 2024 2:11PM	Finger Print  Captured LTI 29/06/2024	Signature  29/06/2024
City:- Not Specified, P.O:- Ballygunge, P.S:-Karaya, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX6 , PAN No.:: AKxxxxxx0A, Aadhaar No: 99xxxxxxxx5556 Status : Representative, Representative of : AKP Promoters Private Limited (as Director)				
5	Name Mr Alok Jhunjunwala Son of Mr Mahendra Jhunjunwala Date of Execution - 29/06/2024, , Admitted by: Self, Date of Admission: 29/06/2024, Place of Admission of Execution: Office	Photo  Jun 29 2024 2:13PM	Finger Print  Captured LTI 29/06/2024	Signature  29/06/2024
City:- Kolkata, P.O:- Bedon Street, P.S:-Jorasanko, District:-Kolkata, West Bengal, India, PIN:- 700006, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX0 , PAN No.:: AJxxxxxx5H, Aadhaar No: 73xxxxxxxx3945 Status : Representative, Representative of : Bengal Reliable Mahanirman Limited (as Authorised Signatory)				

Identifier Details :

Name Mr Ajay Chakraborti Son of Late Atul Chakraborti Sarada Pally, Maheshtala, Chingripota, Batanagar, City:- Maheshtala, P.O:- Batanagar, P.S:-Maheshtala, District:- South 24-Parganas, West Bengal, India, PIN:- 700140	Photo  29/06/2024	Finger Print  Captured 29/06/2024	Signature  29/06/2024
Identifier Of Mr Sanjit Kumar Jhunjunwala, Mr Bimal Sardar, Mr Om Prakash Yadav, Mr Akshay Kumar Pasari, Mr Alok Jhunjunwala			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Pasari Developers LLP	AKP Promoters Private Limited-6.085 Dec,Bengal Reliable Mahanirman Limited-6.085 Dec
Transfer of property for L10		
Sl.No	From	To. with area (Name-Area)
1	Sunlike Tradecom Private Limited	AKP Promoters Private Limited-3.255 Dec,Bengal Reliable Mahanirman Limited-3.255 Dec
Transfer of property for L11		
Sl.No	From	To. with area (Name-Area)
1	Swastik Enterprises	AKP Promoters Private Limited-3.3 Dec,Bengal Reliable Mahanirman Limited-3.3 Dec
Transfer of property for L12		
Sl.No	From	To. with area (Name-Area)
1	Swastik Enterprises	AKP Promoters Private Limited-2.885 Dec,Bengal Reliable Mahanirman Limited-2.885 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Regalia Ventures LLP	AKP Promoters Private Limited-5.63225 Dec,Bengal Reliable Mahanirman Limited-5.63225 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Deokiran Merchandise Private Limited	AKP Promoters Private Limited-4.825 Dec,Bengal Reliable Mahanirman Limited-4.825 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Anant Niketan Private Limited	AKP Promoters Private Limited-1.83 Dec,Bengal Reliable Mahanirman Limited-1.83 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	Buildmore Dealers Private Limited	AKP Promoters Private Limited-5.9475 Dec,Bengal Reliable Mahanirman Limited-5.9475 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	Tista Properties Private Limited	AKP Promoters Private Limited-5.9475 Dec,Bengal Reliable Mahanirman Limited-5.9475 Dec
Transfer of property for L7		
Sl.No	From	To. with area (Name-Area)
1	Goldbrick Ventures LLP	AKP Promoters Private Limited-4.26 Dec,Bengal Reliable Mahanirman Limited-4.26 Dec
Transfer of property for L8		
Sl.No	From	To. with area (Name-Area)
1	Bhagya Laxmi Mineral And Logistic Private Limited	AKP Promoters Private Limited-2.885 Dec,Bengal Reliable Mahanirman Limited-2.885 Dec

Transfer of property for L9		
Sl.No	From	To. with area (Name-Area)
1	Bhagya Laxmi Mineral And Logistic Private Limited	AKP Promoters Private Limited-2.885 Dec,Bengal Reliable Mahanirman Limited-2.885 Dec

Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Mohisbathan, Mouza: Mahishabathan, , Ward No: 1 JI No: 18, Pin Code : 700101

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 470, LR Khatian No:- 2455	Owner:পাসারী ডেভেলপার্স এল এল পি, Gurdian:ডায়েরেক্টর , Address:বিজ , Classification:শালি, Area:0.12000000 Acre,	Pasari Developers LLP
L2	LR Plot No:- 470, LR Khatian No:- 2447	Owner:রেগেলিয়া ভেনচারস্ এল.এল.পি , Gurdian:ডায়েরেক্টর , Address:বিজ , Classification:শালি, Area:0.10000000 Acre,	Regalia Ventures LLP
L3	LR Plot No:- 470, LR Khatian No:- 2495	Owner:দেওকিরন মার্চান্ডাইস প্রাঃ লিঃ , Gurdian:মফঃ ডিরেক্টর, Address:বিজ , Classification:শালি, Area:0.11000000 Acre,	Deokiran Merchandise Private Limited
L4	LR Plot No:- 472, LR Khatian No:- 2523	Owner:অনন্ট নিকেতন প্রাইভেট লিমিটেড, Gurdian:মফঃ ডিরেক্টর, Address:বিজ , Classification:শালি, Area:0.03000000 Acre,	Anant Niketan Private Limited
L5	LR Plot No:- 472, LR Khatian No:- 2475	Owner:বিউড মোর ডিলারস্ প্রাইভেট লিমিটেড, Gurdian:ডায়েরেক্টর , Address:বিজ , Classification:শালি, Area:0.12000000 Acre,	Buildmore Dealers Private Limited
L6	LR Plot No:- 472, LR Khatian No:- 2487	Owner:তিস্তা প্রপার্টিজ প্রাঃ লিঃ, Gurdian:মফঃ ডায়েরেক্টর, Address:বিজ , Classification:শালি, Area:0.12000000 Acre,	Tista Properties Private Limited
L7	LR Plot No:- 472, LR Khatian No:- 2448	Owner:গোল্ডব্রিক ভেনচারস্ এল এল পি, Gurdian:পার্টনার , Address:বিজ , Classification:শালি, Area:0.08000000 Acre,	Goldbrick Ventures LLP
L8	LR Plot No:- 472, LR Khatian No:- 2519	Owner:ভাগ্যলক্ষী মিনারেল এন্ড লজিস্টিক প্রাঃ লিঃ, Gurdian:মফঃ ডিরেক্টর, Address:বিজ , Classification:শালি, Area:0.05000000 Acre,	Bhagya Laxmi Mineral And Logistic Private Limited
L9	LR Plot No:- 472, LR Khatian No:- 2522	Owner:ভাগ্যলক্ষী মিনারেল এন্ড লজিস্টিক প্রাঃ লিঃ, Gurdian:মফঃ ডিরেক্টর, Address:বিজ , Classification:শালি, Area:0.05000000 Acre,	Bhagya Laxmi Mineral And Logistic Private Limited
L10	LR Plot No:- 472, LR Khatian No:- 2530	Owner:সানলি ট্রেডকম প্রাঃ লিঃ, Gurdian:মফঃ ডিরেক্টর, Address:বিজ , Classification:শালি, Area:0.06000000 Acre,	Sunlike Tradecom Private Limited

L11	LR Plot No:- 472, LR Khatian No:- 2518	Owner: স্বস্তিক এন্টারপ্রাইজেস , Gurdian: পঙ্কজ ডিরেক্টর, Address: নিজ , Classification: শালি, Area: 0.05000000 Acre,	Swastik Enterprises
L12	LR Plot No:- 472, LR Khatian No:- 2520	Owner: স্বস্তিক এন্টারপ্রাইজেস , Gurdian: পঙ্কজ ডিরেক্টর, Address: নিজ , Classification: শালি, Area: 0.06000000 Acre,	Swastik Enterprises

Endorsement For Deed Number : I - 190409362 / 2024

On 29-06-2024

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 11:40 hrs on 29-06-2024, at the Office of the A.R.A. - IV KOLKATA by Mr Bimal Sardar ..

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 14,66,29,047/-

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

Execution is admitted on 29-06-2024 by Mr Sanjit Kumar Jhunjhunwala, Authorised Signatory, Pasari Developers LLP (LLP), City:- Not Specified, P.O:- Ballygunge, P.S:-Karaya, District:-South 24-Parganas, West Bengal, India, PIN:- 700019; Authorised Signatory, Anant Niketan Private Limited (Private Limited Company), City:- Not Specified, P.O:- Ballygunge, P.S:-Karaya, District:-South 24-Parganas, West Bengal, India, PIN:- 700019; Director, Deokiran Merchandise Private Limited (Private Limited Company), City:- Not Specified, P.O:- Ballygunge, P.S:-Karaya, District:-South 24-Parganas, West Bengal, India, PIN:- 700019; Director, Tista Properties Private Limited (Private Limited Company), City:- Not Specified, P.O:- Ballygunge, P.S:-Karaya, District:-South 24-Parganas, West Bengal, India, PIN:- 700019

Indetified by Mr Ajay Chakraborti, . . Son of Late Atul Chakraborti, Sarada Pally, Maheshtala, Chingripota, Batanagar, P.O: Batanagar, Thana: Maheshtala, . City/Town: MAHESHTALA, South 24-Parganas, WEST BENGAL, India, PIN - 700140, by caste Hindu, by profession Service

Execution is admitted on 29-06-2024 by Mr Bimal Sardar, Authorised Signatory, Regalia Ventures LLP (LLP), City:- Not Specified, P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019; Authorised Signatory, Buildmore Dealers Private Limited (Private Limited Company), City:- Not Specified, P.O:- Jodhpur Park, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700068; Authorised Signatory, Goldbrick Ventures LLP (LLP), City:- Not Specified, P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019; Authorised Signatory, Bhagya Laxmi Mineral And Logistic Private Limited (Private Limited Company), City:- Kolkata, P.O:- R N Mukherjee Road, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001; Authorised Signatory, Sunlike Tradecom Private Limited (Private Limited Company), City:- Kolkata, P.O:- R N Mukherjee Road, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Indetified by Mr Ajay Chakraborti, . . Son of Late Atul Chakraborti, Sarada Pally, Maheshtala, Chingripota, Batanagar, P.O: Batanagar, Thana: Maheshtala, . City/Town: MAHESHTALA, South 24-Parganas, WEST BENGAL, India, PIN - 700140, by caste Hindu, by profession Service

Execution is admitted on 29-06-2024 by Mr Om Prakash Yadav, Partner, Swastik Enterprises (Partnership Firm), City:- Not Specified, P.O:- EKT, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107

Indetified by Mr Ajay Chakraborti, . . Son of Late Atul Chakraborti, Sarada Pally, Maheshtala, Chingripota, Batanagar, P.O: Batanagar, Thana: Maheshtala, . City/Town: MAHESHTALA, South 24-Parganas, WEST BENGAL, India, PIN - 700140, by caste Hindu, by profession Service

Execution is admitted on 29-06-2024 by Mr Akshay Kumar Pasari, Director, AKP Promoters Private Limited (Private Limited Company), City:- Not Specified, P.O:- Ballygunge, P.S:-Karaya, District:-South 24-Parganas, West Bengal, India, PIN:- 700019

Indetified by Mr Ajay Chakraborti, . . Son of Late Atul Chakraborti, Sarada Pally, Maheshtala, Chingripota, Batanagar, P.O: Batanagar, Thana: Maheshtala, . City/Town: MAHESHTALA, South 24-Parganas, WEST BENGAL, India, PIN - 700140, by caste Hindu, by profession Service

Execution is admitted on 29-06-2024 by Mr Alok Jhunjhunwala, Authorised Signatory, Bengal Reliable Mahanirman Limited (Private Limited Company), City:- Kolkata, P.O:- R N Mukherjee Road, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Indetified by Mr Ajay Chakraborti, . . Son of Late Atul Chakraborti, Sarada Pally, Maheshtala, Chingripota, Batanagar, P.O: Batanagar, Thana: Maheshtala, . City/Town: MAHESHTALA, South 24-Parganas, WEST BENGAL, India, PIN - 700140, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 20,105.00/- (B = Rs 20,000.00/- ,E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 20,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 28/06/2024 8:01PM with Govt. Ref. No: 192024250098019978 on 28-06-2024, Amount Rs: 20,021/-, Bank: SBI EPay (SBlePay), Ref. No. 4517604204712 on 28-06-2024, Head of Account 0030-03-104-001-16

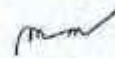
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 50.00/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 63352, Amount: Rs.50.00/-, Date of Purchase: 06/06/2024, Vendor name: A K SAHA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 28/06/2024 8:01PM with Govt. Ref. No: 192024250098019978 on 28-06-2024, Amount Rs: 75,021/-, Bank: SBI EPay (SBlePay), Ref. No. 4517604204712 on 28-06-2024, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2024, Page from 549481 to 549548
being No 190409362 for the year 2024.



[Handwritten signature]

Digitally signed by MOHUL MUKHOPADHYAY
Date: 2024.07.16 16:47:13 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 16/07/2024
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.