

599/2025

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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL



AP 135883

15/1
No: 55

2/85858/25 one bigha

Additional Registrar of
Assurances-IV, Kolkata

Kr 10674 9999/-

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

Additional Registrar of
Assurances-IV, Kolkata

15 JAN 2025

THIS AGREEMENT made this 15th day of January, 2025
BETWEEN (1) MR. RABINDRA NATH BANIK, having PAN-
ADJPB1748C, AADHAAR NO.2364 5311 2667 and Mobile No.98310
08592 AND (2) MR. RATHINDRA NATH BANIK, having PAN-
ADJPB1749D, AADHAAR NO.5194 8387 4029 and Mobile No.98300
52981, both are- sons of the Late Gourango Chandra Banik, Indians

REGISTRAR
KOLKATA

21 MAR 2023

89361

DATE.....
SOLD TO.....
ADDRESS.....
RS.....

VIGOR MOSES & CO.
Solicitors & Advocates
6, Old Post Office Street
Kolkata-700 001

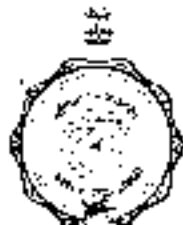
CODE NO. (1087)
LICENCED NO.
20 & 20A / 1973

ANJUSHREE BANERJEE
L. S. VENDOR (O/S)
HIGH COURT, KOLKATA-700 004

21 MAR 2023



ADDITIONAL REGISTRAR
OF ASSURANCES - IV, KOLKATA
15 JAN 2025



Government of West Bengal

GRIPS 2.0 Acknowledgement Receipt

Payment Summary



150120252035749123

GRIPS Payment Detail

GRIPS Payment ID:	150120252035749123	Payment Init. Date:	15/01/2025 08:01:41
Total Amount:	75041	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	9633541342923	BRN Date:	15/01/2025 08:02:13
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr DEEPAK AGARWAL
Mobile: 9830066889

Payment(GRN) Details

SL No.	GRN	Department	Amount (₹)
1	192024250357491248	Directorate of Registration & Stamp Revenue	75041
Total			75041

IN WORDS: SEVENTY FIVE THOUSAND FORTY ONE ONLY.

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



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



192024250357491248

GRN Details

GRN:	192024250357491248	Payment Mode:	SBI Epay
GRN Date:	15/01/2025 08:01:41	Bank/Gateway:	SBIcPay Payment Gateway
BRN :	9633541342923	BRN Date:	15/01/2025 08:02:13
Gateway Ref ID:	250153986677	Method:	HDFC Retail Bank NB
GRIPS Payment ID:	150120252035749123	Payment Init. Date:	15/01/2025 08:01:41
Payment Status:	Successful	Payment Ref. No:	2000085858/2/2025
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr DEEPAK AGARWAL
Address:	P 846 BLOCK A LAKETOWN KOLKATA 700089
Mobile:	9830066889
E-Mail:	deepak.agarwal@gmail.com
Period From (dd/mm/yyyy):	15/01/2025
Period To (dd/mm/yyyy):	15/01/2025
Payment Ref ID:	2000085858/2/2025
Dept Ref ID/DRN:	2000085858/2/2025

Payment Details

Sl No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000085858/2/2025	Property Registration- Stamp duty	0030-02-103-003-02	75020
2	2000085858/2/2025	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				75041

IN WORDS: SEVENTY FIVE THOUSAND FORTY ONE ONLY.

RBD PROJECTS PRIVATE LIMITED

CIN: U43299WB2023PTC263304

P-846 LAKE TOWN, BLOCK-A, P.S- LAKE TOWN, Lake Town (North 24 Parganas), Kolkata, North 24

Pgs, West Bengal, India, 700089

Email: deepak.agarwal@gmail.com

BOARD RESOLUTION

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF RBD PROJECTS PRIVATE LIMITED HAVING ITS REGISTERED OFFICE AT P-846, BLOCK A, LAKETOWN, KOLKATA 700089 HELD ON 14TH DAY OF JANUARY' 2025 AT THE REGISTERED OFFICE OF THE COMPANY.

RESOLUTION FOR REGISTRY OF JOINT DEVELOPMENT AGREEMENT

"RESOLVED THAT the consent of the Board be and is hereby accorded to enter into a Joint Development Agreement for the property situated at Holding No. 225, Lake Town, Block A, Post Office & Police Station Lake Town, Kolkata-700089, with the landowners MR. RABINDRA NATH BANIK and MR. RATHINDRA NATH BANIK, both sons of Late Gourango Chandra Banik, residing at 142, S.K. Deb Road, Post Office- Sreebhumi, Police Station-Lake Town, District-North 24 Parganas, Kolkata-700048."

"FURTHER RESOLVED THAT MR. DEEPAK AGARWAL, Director of the Company, be and is hereby authorized to sign, execute, and register the said Joint Development Agreement and any other necessary documents on behalf of RBD Projects Private Limited with the landowners, MR. RABINDRA NATH BANIK (PAN-ADJPB1748C, Aadhaar No. 2364 5311 2667, Mobile No. 98310 08592) and MR. RATHINDRA NATH BANIK (PAN-ADJPB1749D, Aadhaar No. 5194 8387 4029, Mobile No. 98300 52981), in accordance with the terms agreed upon."

"FURTHER RESOLVED THAT MR. DEEPAK AGARWAL (DIN-02913789, PAN-ACVPA7246D, Aadhaar No. 6868 3591 6385, Mobile No. 9830066889), be and is hereby authorized to take all necessary steps and actions as may be required for the effective execution and implementation of the said Joint Development Agreement, including but not limited to dealing with governmental and non-governmental authorities for the registration of the agreement."

"FURTHER RESOLVED THAT a copy of this resolution, certified to be true, be furnished to whomsoever it may concern under the signature of the Directors of the Company."

**Certified True Copy
For RBD Projects Private Limited**


(Director)

Name: MR. DEEPAK AGARWAL
DIN: 02913789

Date: 14.01.2025
Place: Kolkata


(Director)

Name: MR. ABHINAYA GOENKA
DIN: 03150998



15 JAN 2005

by nationality, Hindus by religions, Businesses by occupations, and both are residing at 142, S.K. Deb Road, Post Office-Sreebhumi, Police Station-Lake Town, District-North 24 Parganas, Kolkata-700 048, in the State of West Bengal, hereinafter jointly referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**:

AND

RBD PROJECTS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having **CIN-U43299WB2023PTC263304** and **PAN-AAMCR8100M** and having its Registered Office at P-846, Block-A, Lake Town, Post Office and Police Station-Lake Town, District-North 24 Parganas, Kolkata-700 089, represented by one of its Directors, **MR. DEEPAK AGARWAL** having **DIN-02913789**, **PAN-ACVPA7246D**, **AADHAR NO. 6868 3591 6385** and **Mobile No. 9830066889**, son of Jagadish Prasad Agarwal, by faith-Hindu, by occupation-Business, by Nationality-Indian, residing at Premises No.NA-24, Sanjeeva Town Bungalows, Konchpukur, Aquatica Water Park, Thakdani, New Town Rajarhaat, Post Office-New Town, Police Station-Kolkata Leather Complex, Kolkata-700 156, vide Board Resolution dated the 14th day of January, 2025, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor, successors-in-interest and assigns) of the **OTHER PART**:

Lakshmi with Banik
Rabin with Banik

WHEREAS:

1. By a Bengali Kobala (Deed of Sale) dated the 31st day of January, 1967 made between one Lakshmi Banik therein referred to as the Vendor of the One Part and one Gourango Chandra Banik, Nityananda Banik and Monoranjan Banik therein jointly referred to as the Purchasers of the Other Part and registered with the Sub-Registrar, Cossipore Dum Dum and recorded in Book No.1, Volume No.10, Pages 251 to 255, Being No.623 for the year 1967, the Vendor therein at and for the consideration mentioned therein granted transferred conveyed assigned and assured unto and in favour of the Purchasers therein All That the piece and parcel land containing an area of 1 Bigha equivalent to 20 Cottahs, be the same a little more or less, marked as "Cinema Plot", situate lying at Mouza-Patipukur, J.L. No.23, Plot No.225, Holding No.162/48 Calcutta Jessore Road, Police Station-Lake Town, within the ambit of South Dum Dum Municipality, District-24 Parganas,



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in the then city of Calcutta, more fully mentioned and described in the Schedule thereunder written (herein after referred to as **the said land**), more fully mentioned and described in the Schedule thereunder written.

2. Thereafter, the said Gourango Chandra Banik, Nityananda Banik and Monoranjan Banik caused mutation of their names in the records of the South Dum Dum Municipality in respect of the said land and the same was renumbered as being Municipal Holding No.590, Lake Town, Block-A.

3. By a Bengali Bontannama (Deed of Partition) dated the 29th day of May, 1986 made between the said Gourango Chandra Banik therein referred to as the party to the First Part, the said Nityananda Banik therein referred to as the party to the Second Part and the said Monoranjan Banik therein referred to as the party to the Third Part and registered with the Additional District Sub-Registry Office, Bidhannagar and recorded in Book No.I, Volume No.77, Pages 263 to 282, Being No.4032 for the year 1986, the party to the First Part namely the said Gourango Chandra Banik was allotted to the exclusion of others, amongst others All That the said land more fully mentioned and described in the "Kha" Schedule thereunder.

4. Subsequently, the said Gourango Chandra Banik constructed a three storied building on the said land (the said land and the building standing thereupon are hereinafter collectively referred to as **the said property**).

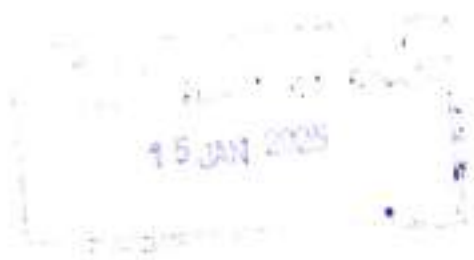
5. Thereafter, the said Gourango Chandra Banik inducted 6 (Six) tenants on the part of the ground floor in the said property (hereinafter referred to as **the said tenants**).

6. The said Municipal Holding No.590, Lake Town was subsequently renumbered as Holding No.1123, Lake Town, Block-A.

7. The said Gourango Chandra Banik a male Hindu governed by the Dayabhaga School of Hindu law, died intestate on the 14th day of April, 2006 leaving behind his, his two sons, namely, the said Rabindra Nath Banik and Rathindra Nath Banik, namely the Owners herein, as his heirs and legal representatives, who jointly inherited All That the said property, each having equal undivided part or portion thereof. The wife of the late Gourango Chandra Banik, namely Tara Sundari Banik, predeceased him on 13th day of August, 1996. The mother of the late Gourango Chandra Banik, also predeceased him.



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8. Thus, the Owners herein are now jointly seised and possessed of All That the said property containing land area of 1 Bigha equivalent to 20 Cottahs, be the same a little more or less, together-with structures standing thereon having a total covered area of 9,000 Sq.ft., (on the ground floor 3,000 Sq.ft., on the first floor 3,000 Sq.ft., and on the second floor 3,000 Sq.ft.) be the same a little more or less, situate lying at Mouza-Patipukur, J.L. No.23, Plot No.225, Municipal Holding No.1123, Lake Town (formerly 162/48 Calcutta Jessore Road), Block-A, Police Station-Lake Town, within the ambit of South Dum Dum Municipality, District-24Parganas, Kolkata-700 089, as more fully mentioned and described in the **FIRST SCHEDULE** hereunder mentioned together with the afore-recited tenancies therein.

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

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

1. **DEFINITIONS:**

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

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

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

AGREEMENT - shall mean this Development Agreement including the Schedules and Annexure hereto and any amendments/addendums/supplemental agreement(s) hereto made from time to time, in accordance with the provisions of this Agreement.

AGREED RATIO - shall have the meaning ascribed to it in Clause No.10.1 of this Agreement.

ALLOTTEE(S) - according to the context shall mean all the prospective or actual Allottee(s)/Purchaser(s) who would agree to acquire any Unit



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in the New Building of the Project on rent or lease or purchase any Unit in the New Building of the Project and for all unsold Unit and/or Units shall mean the Owner and the Developer in their respective allocations.

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

ASSOCIATION – shall mean the registered Association under the West Bengal Apartment Ownership Act, 1972 or any other similar Act applicable thereto as may be formed by the Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

APPROVALS – shall mean all permissions, approvals, consents, validations, confirmations, licenses, clearances and other authorizations required to be obtained from any statutory, government, regulatory authority/authorities, including RERA registration, environmental clearance (if necessary), completion/occupancy certificate and other approvals pertaining to commencement, implementation and completion of the Project.

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

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

CAR PARKING SPACE – shall mean the spaces in the portions of the basement of the New Building expressed or intended to be reserved for parking of motor cars/two wheelers.

COMMON AREAS, FACILITIES AND AMENITIES – shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, roofs of the buildings excluding the signage for the project and other spaces to be reserved by the Developer and the Owners, overhead water tank, water pump and motor, drive-ways, common lavatories, Generator, transformer, Effluent Treatment Plant, Fire Fighting systems, rain water harvesting areas and other facilities



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the New Building or the Project. The Owners have further agreed to provide 10 (Ten) demarcated, distinguished and designated Car Parking Spaces in the Basement of the New Building in the Project from the Owners' Allocation which shall be reserved for the Developer or its Allottees and the Developer or its Allottees shall be at liberty to park their 10 (Ten) Sedan size cars thereat on hourly chargeable basis payable to the Owners or their appointed parking managers/staffs.

DEVELOPMENT RIGHTS - shall mean, in addition to what has been provided for, elsewhere in this Agreement, the entire development rights of the Project on the said Property and shall include (but not be limited to), inter alia, the right, power, entitlement, authority, sanction and permission to:

- (a) enter upon and take permissive possession of the said Property and every part thereof for the purpose of developing the same in the manner herein contained;
- (b) exercise full, free, uninterrupted, exclusive and irrevocable marketing or transfer rights in respect of the constructed spaces in the Developer's Allocation of the Project by transfer or creation of third-party rights therein, have exclusive control in respect of the pricing of such constructed space to be constructed on the said Property and enter into agreements with such Allottees as it deems fit and to receive the full and complete proceeds as per the terms herein and give receipts and hand over possession, use or occupation of such constructed space and proportionate undivided interest in the land underneath, that is, the said Property;
- (c) carry out the construction/development of the Project and remain in control of the said Property or any part thereof, until the completion of development of the Project and marketing or transfer of the constructed space in the Developer's Allocation of the Project on the said Property and every part thereof;
- (d) apply for and obtain from the relevant authorities all approvals, permissions, no objections for development and construction of the New Building in the Project that are required to be obtained by the Developer in terms of this Agreement at its own costs and expenses;
- (e) appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the



development work and to pay the wages, remuneration and salary of such persons;

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

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

(h) carry out and comply and perform with all the conditions for the development of the Project;

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

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

(k) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the marketing, or transfer of the constructed space in the Developer's Allocation to be constructed on the said Property as envisaged herein;

(l) manage the said Property and the facilities/common areas constructed upon the said Property as may be required under the West Bengal Apartment Ownership Act, 1972 or under the Real Estate (Regulation and Development) Act, 2016 or any other Applicable Laws and/or rules made thereunder and/or to transfer/assign right to maintenance to any third party and to retain all benefits, consideration etc., accruing from such maintenance of the Project;



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

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

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

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

FORCE MAJEURE - shall mean and include an event as defined under the Real Estate (Regulation and Development) Act, 2016 and any legislation, regulation, ruling or any relevant Government or Court orders and further an event preventing either party from performing any or all of their obligations under this Agreement, which arises from, or is attributable to unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the party so prevented and does not arise out of a breach by such party of any of their/its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, epidemic, pandemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either party) or any relevant Government or Court orders.

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

MAINTENANCE-IN-CHARGE - shall mean the Association after it is formed or any outside agency to be appointed by the Developer till the formation of such body and handing over charge of the Project by the Developer to such body for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary



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by the Developer not inconsistent with the provisions and covenants herein contained.

MULTIPLEX - shall mean the 3 (Three) screen multiplex situated on the 6th, 7th and 8th floors of the new building to be named as Jaya Cinema.

NET AREA - shall mean sum of the carpet area of the Unit(s) and EBVT area, if any.

NEW BUILDING - shall mean the complete commercial building in a single Block containing ground plus eleven upper storeys by availing maximum FAR to be constructed, erected and completed by the Developer in terms of this Agreement and the Plan at the said Property in the Project.

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

OWNERS' ALLOCATION - shall mean the agreed 50% of the sanctioned areas and/or saleable spaces reserved or allocated to the Owners in the New Building of the Project to be constructed on the said Property AND TOGETHER WITH the undivided proportionate impartible part or share in the said Property attributable thereto TOGETHER WITH the share in the same proportion in all Common Areas, Facilities and Amenities of the New Building or the Project.

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

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

PROJECT - shall mean the complete commercial New Building in 1 (One) Block containing ground plus 11 (Eleven) consisting of several



Handwritten signature

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Anchor Shops, Retail Showrooms, Food Courts, 3-Screen Multiplex, Restaurants, Office Spaces and/or other Space(s) by availing maximum FAR to be constructed, erected and completed by the Developer on the said Property, in terms of this Agreement and the Plan and the development of the said Property, construction of New Building thereon and the common areas, amenities and facilities therein in terms of this Agreement by the Developer at its costs and expenses and the Developer shall be free to commercially exploit the same.

PROPORTIONATE OR PROPORTIONATELY - according to the context shall mean the proportion in which the built up area of any Unit(s) or space(s) may bear to the built-up area of all the Units in the Project and where it refers to the share of the Owners' in the Project, shall mean as per the Owners' Allocation of this agreement and where it refers to the share of the Developer in the Project, shall mean as per the Developer's Allocation of this agreement.

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

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

SAID PROPERTY - shall mean **ALL THAT** the piece and parcel of land containing an area of the piece and parcel land containing an area of 1 Bigha equivalent to 20 Cottahs, be the same a little more or less, together-with structures standing thereon having a total covered area of 9,000 Sq.ft., (on the ground floor 3,000 Sq.ft., on the first floor 3,000 Sq.ft., and on the second floor 3,000 Sq.ft.) be the same a little more or less, situate lying at Mouze-Patipukur, J.L. No.23, Plot No.225, Municipal Holding No.1123, Lake Town (formerly 162/48 Calcutta Jessore Road), Block-A, Police Station-Lake Town, within the ambit of South Dum Dum Municipality, District-24Parganas, Kolkata-700 089, more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.

SAID SHARE - shall mean the undivided, variable, proportionate, and indivisible part or share in the land comprised in the said Property attributable to either party's allocation as in the context would become applicable.

SALEABLE AREAS - shall mean self-contained units, shop(s)/ Showrooms/ space(s)/ multiplex or any other saleable areas comprised



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in the Project together with common areas, facilities and amenities capable of being held independent of each other.

SIGNAGE SPACE - shall mean all signage and display spaces outside all the Units in the common areas of the Project, if any and the exterior of the New Building to be constructed and the open areas of the New Building as also the boundary walls of the Project.

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

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

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

UNITS - shall mean self-contained Anchor Shops, Retail Showrooms, Food Courts, 3-Screen Multiplex, Restaurants, Shops, Office Spaces and/or other Space(s) and Exclusive Balcony/Verandah/Open Terrace Area, if any, and/or any other space(s) in the Project capable of being held independent of each other.

2. **INTERPRETATION:**

In this agreement save and except as otherwise expressly provided

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



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day of such period is not a business day, the period in question shall end on the next business day.

- iv) all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- v) the words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or Section thereof.
- vi) Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.
- vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.

3. **OWNERS' REPRESENTATION:**

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

- a) The Owners are seised and possessed of the said Property, free from all encumbrances, charges, encroachments, litigations, trusts, liens, attachments, acquisitions, requisitions and liabilities and no person other than the Owners have any right, title and/or interest, of any nature whatsoever in the said Property or any part thereof, save and except the tenancies as afore-recited.
- b) The Owners shall not do nor permit any one to do any act, deed, matter or thing which may affect the development, construction and marketability of the proposed New Building in the Project or which may cause charge, encroachments, litigations, trusts, liens, lispendens, attachments and liabilities on the said Property or on the proposed Project.



A handwritten signature in black ink, consisting of a stylized, cursive mark, is located to the right of the circular stamp.

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
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c) The Owners have marketable title to the said Property free from all encumbrances, charges, liens, liens, acquisitions, requisitions, attachments, liabilities, trusts of whatsoever nature, save and except the tenancies as afore-recited.

d) The Owners have not entered into any other Agreement for sale or transfer or development or lease etc., in respect of the said Property or any part thereof, save and except the tenancies as afore-recited.

e) The said Property or any part thereof is not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owners and the said Property is not attached under any Decree or Order of any Court of Law or for dues of the revenue or any other Public Demand.

f) All rates, taxes and impositions in respect of the said Property shall be duly paid and discharged by the Owners upto the December, 2024.

g) The Owners shall not transfer, alienate, encumber, mortgage, lease, create any charge and/or deal with the said Property or part thereof in any manner whatsoever till the completion of the Project.

h) Save and except the Tenants hercinabove mentioned, the said Property is not occupied by any other tenant or occupants.

i) No suit and/or any other proceedings and/or litigations are pending against the Owners or in respect of the said Property or any part thereof and that the said Property is not involved in any other civil, criminal or arbitration proceedings and no such proceedings and no claims of any nature (whether relating to, directly or indirectly) are pending or threatened by or against the Owners or in respect whereof the Owners are liable to indemnify any person and as far as the Owners are aware, there are no facts likely to give rise to any such proceedings.



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j) No portion of the said Property is affected by any notice or scheme or alignment of any Local Development Authority or the Government or any other Public or Statutory Body or Authority.

k) The said Property is not affected by any requisition or acquisition or vesting or alignment or scheme of any authority or authorities under any law and/or otherwise.

l) There is no excess vacant land comprised in the Project within the meaning of the Urban Land (Ceiling & Regulation) Act 1976 nor there is any proceeding under the said statute either initiated or pending.

m) The Owners shall be liable to produce all original title documents as would be required by the Developer.

n) The Owners have not done and shall not do, nor permit to be done, anything whatsoever that would in any way impair, hinder and/or restrict the sole and exclusive appointment of and grant of rights to the Developer under this Agreement.

o) The Owners shall not do nor permit any one to do any act, deed, matter or thing which may affect the development, construction and marketability of the Project or which may cause charge, encroachments, litigations, trusts, liens, lispendens, attachments and liabilities on the said Property, but the Owners can enter into any Agreement for Sale in respect of the Owners' Allocation in the Project.

p) There is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the affairs of the said Property and there are no facts, which may give rise to any such dispute.

q) The Owners shall give the Developer full and free licence to enter into the said Property for the purpose of causing development thereof as per the terms of this agreement.

r) The Owners shall start negotiations with the Tenants immediately after execution and registration of this agreement to shift the Tenants in terms Clause 14.2 herein.



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

t) The Owners shall set up their old Cinema Halls named and known as "Jaya Cinema" on the 6th, 7th and 8th floor as 3(three) Screen Multiplex in the New Building of the Project.

u) The Owners have not created any registered or equitable mortgage or anomalous mortgage or charge or lien on the said Property or any part thereof.

4. **COMMENCEMENT:**

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

5. **DEVELOPER'S REPRESENTATION:**

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

6. **POSSESSION:**

It is made clear that making over possession of the said Property by the Owners to the Developer shall not be under Section 53A of the Transfer of Property Act or under the Income Tax Act, 1961.

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

7.1 The Parties have mutually decided the scope of the Project, that is, the development of the said Property by construction of multistoried building thereon and commercial exploitation of the same.



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- 7.2 The Parties hereby accept the Basic Understanding between them as recorded above and all other terms and conditions mentioned in this Agreement.
- 7.3 By virtue of the rights hereby granted the Developer is authorized to build upon and exploit commercially the said Property by-
- (i) constructing multistoried New Building, and
 - (ii) dealing with its allocation in the New Building with corresponding undivided proportionate share in the said Property.
- 7.4 Upon construction and/or development of the multistoried New Building, the saleable spaces therein and all other spaces shall be shared between the parties hereto in the manner and on the terms and conditions recorded in this Agreement.

8. SANCTION AND CONSTRUCTION:

- 8.1 The Developer shall at its own costs and expenses apply for and obtain registration and permission to construct the New Building under the Real Estate (Regulation and Development) Act, 2016 and the Rules framed thereunder.
- 8.2 The Developer shall, at its own costs and expenses have the plan(s) for the Project prepared by the Architect and approved by the Owners. The Developer shall, at its own costs and expenses have the said plan(s) sanctioned by the South Dum Dum Municipality and shall make its best endeavor to have it sanctioned at the earliest.
- 8.3 All permissions, approvals, no objections and other requisites for such sanction and construction of the multistoried New Building or the Project shall be obtained by the Developer in the name of the Owners at its costs and expenses.
- 8.4 The Owners shall, however, sign and execute all lawful papers, documents, plans, declarations, affidavits and other documentations whatever required for such sanction and construction relating exclusively to the development of the said Property as and when required by the Developer



without any objection of whatsoever nature and within the 15th (Fifteenth) day of the request being made and the documents being made available to the Owners.

- 8.5 The Owners hereby authorize the Developer to appoint Architect and other consultants to complete the Project. All costs charges and expenses for pre or post sanction of the plan(s) in this regard including professional fees and supervision charges shall be discharged and paid by the Developer and in this regard the Owners shall have no liability or responsibility.
- 8.6 The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owners, construct, erect and complete the Project pursuant to the plan(s) to be sanctioned by the competent Sanctioning Authorities and as per the specifications mentioned in the **SECOND SCHEDULE** hereunder and/or as be recommended by the Architect from time to time (collectively **Specifications**). The decision of the Architect regarding all aspects of construction including the quality of materials shall be final and binding on the Parties.
- 8.7 The Developer shall start the commencement of work of the Project at the site within 15 (Fifteen) days from the date of receiving and/or obtaining peaceful vacant possession of the said Property from the Tenants/occupiers thereof (**commencement of construction**) and the Developer shall construct, erect and complete the Project within a period of 30 (Thirty) months from the date of starting construction of the Project with a grace period of 6 (Six) months subject to Force Majeure.
- 8.8 The Developer shall obtain the Completion/Occupancy Certificate from the South Dum Dum Municipality and make over a copy thereof to the Owners and also the respective Allottees/intending purchasers.
- 8.9 The Developer shall at its own costs, install and erect in the multistoried New Building within the Project, pump, water storage tank, overhead reservoir, water and sewage connection, common electric connection and all other necessary amenities and facilities.



8.10 The Developer is authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage.

8.11 The costs, charges and expenses for providing any additional facility and/or utility and/or up-gradation of building materials at the request of the Allottees in or relating to the Unit(s) shall be borne by the Allottees in full.

9. **DEPOSITS AND FINANCIALS:**

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

10. **RESPECTIVE ALLOCATIONS:**

10.1 The Owners and the Developer have agreed to share the sanctioned saleable spaces in the Project in agreed ratio of 50:50.

The GST and/or any other tax liability as will be applicable on the Developer's Allocation shall be exclusively borne and discharged by the Developer and/or its nominee(s).

10.2 The ultimate roof/terrace of the New Building will be part of the Common Areas to be used by the Owners and the Developer and/or their respective Allottees/transferees in common.

11. **POWERS AND AUTHORITIES:**

11.1 The Owners shall grant to the Developer, a registered Power of Attorney, for development of the said Property in terms of this agreement/simultaneously with the execution of this agreement, inter alia, for the following purposes: -

- i) all purposes for obtaining sanction of plan including addition/alteration/modification thereof;
- ii) for obtaining various necessary permissions and sanctions from different authorities in connection with sanction of plan and construction and completion of the



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development and also pursuing and following up the matter with all authorities in this regard;

- iii) for obtaining temporary and permanent connections of water, electricity, drainage, sewerage, gas, lifts, etc., in the said Property;
- iv) for executing Agreements for Sale, Deeds of Conveyance etc., in respect of the Developer's Allocation in the Project; and
- v) for carrying out and/or perform all other necessary acts and deeds which the Developer may think fit and proper for the purpose of development of the said Property or the Project.

11.2 While exercising powers and authorities under the Power of Attorney to be granted by the Owners in terms hereof, the Developer shall not do any act, deed, matter or thing which would in any way infringe or prejudicially affect the rights of the Owners and/or go against the spirit of this agreement. The said Power of Attorney shall be specific and valid for the purposes as would be given and shall not be revoked during the subsistence of this agreement, subject however, the Attorney not committing any breach and acting strictly in terms thereof.

11.3 The Owners hereby agree to ratify and confirm all acts, deeds and things lawfully done in the interest of the Project by the Developer and persons nominated by the Developer in pursuance of the rights and authorities granted as aforesaid.

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

12.1 The Developer shall be exclusively authorized to sell and transfer all the constructed Units/Spaces to be comprised in the multistoried New Building in the Project relating to the Developer's Allocation.

12.2 The Developer and the Owners shall execute and register with the appropriate registering authorities, Deeds of Conveyance for transferring of the constructed areas and other areas of the multistoried New Building in the Project as aforesaid, unto and in favour of the intending Allottee(s)



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and the cost of stamp duty and registration charges and all other expenses in respect thereof shall be borne by the intending Allottee(s), as the case may be.

- 12.3 In case any other taxes, levies, impositions etc., including interest and penalty, are imposed or assessed at any time upon the sale and transfer of the constructed Spaces/Units in the multistoried New Building in the Project and/or the Sale Proceeds with regard to the Developer's Allocation and the Owners' Allocation, the Owners and the Developer shall be liable to bear such taxes, levies, impositions etc., in terms of the Developer's Allocation and the Owners' Allocation.
- 12.4 The Developer shall be entitled to claim the benefit of the GST, Tax Deducted at Source (TDS) as may be deducted as per the prevailing law from the consideration amount for the sale and transfer of the Units/Spaces/constructed spaces in the multistoried New Building in the Project relating to the Developer's Allocation.

13. **POST COMPLETION MAINTENANCE:**

- 13.1 On and from the date of expiry of the period to be specified in the written notice of possession upon issuance of Completion/Occupancy Certificate by South Dum Dum Municipality, to be given by Developer to the Allottees (**Possession Date**), the Parties or their respective Allottee(s) shall become liable and responsible for the payments of rates and taxes in the ratio of their respective allocations irrespective of the fact whether actual physical possession were taken or not.
- 13.2 The Parties or their respective Allottee(s) shall pay or deposit the following proportionate costs for their allocations: -
 - a) All costs for obtaining electricity connection(s).
 - b) All deposits required to be made with CESC Ltd.
 - c) Proportionate costs for LT connection charges, switchgear, cables and allied installations.

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- d) Sinking fund deposit at the rate of Rs.180/- (Rupees One Hundred and Eighty only) per Sq.ft., of the Net Area of the Unit(s) per year.
 - e) Maintenance deposit at the rate of Rs.180/- (Rupees One Hundred and Eighty only) per Sq.ft., of the Net Area of the Unit(s) per year.
 - f) Municipal tax deposit at the rate of Rs.72/- (Rupees Seventy-Two only) per Sq.ft., or on actual of the Net Area of the Unit(s) per year.
 - g) Proportionate cost for formation of the Association at the rate of Rs.5/- (Rupees Five only) per Sq.ft. of super built up area.
 - h) Proportionate cost for providing standby generator at the rate of Rs.30,000/- (Rupees Thirty Thousand only) per KVA per year.
- 13.3 The Parties and their respective nominees/Allottees shall punctually and regularly pay the rates and taxes for their respective allocations to the concerned authorities and the parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other or others.
- 13.4 Till such time the management, maintenance and administration of the Project is not made over to the Association, the Developer shall be responsible for the same or at its discretion and appoint an agency to do the same. The Owners and Developer hereby agree to abide by all the rules and regulations to be framed for the management of the affairs of the New Building and/or the Project.
- 13.5 The Developer or the Agency to be appointed shall manage and maintain the Common Portions and Services of the New Building and/or the Project and shall collect the costs and service charge therefor (**Maintenance Charge**). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Building, tax for water, electricity, sanitation and scavenging charges and



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also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipment of the New Building and/or the Project.

14. **TENANTS-OCCUPANTS:**

- 14.1 It is recorded that part of the said Property is now in possession of the 6 (Six) different tenants (hereinafter referred to as the Tenants).
- 14.2 The Developer will start construction on the vacant portion of the ground floor of the said Property and upon completion of such constructions on the ground floor the Developer shall intimate the Owners and then the Owners shall have the tenants shifted to such newly constructed portion temporarily and then the Developer shall cause constructions of the remaining areas of the said Property.
- 14.3 The expenses for shifting the Tenants as per Clause 14.2 shall be borne by the Tenants and the Developer or the Owners shall in no way be responsible for any such claim or demand of the Tenants for such shifting as per Clause 14.2, and the Owners shall keep the Developer safe and harmless from any claims demands or dispute of whatsoever nature, that may occur at the initiation of the Tenants, if any.
- 14.4 The Owners shall be liable to re-induct the Tenants in the Owners' Allocation once the multistoried New Building and/or the Project is constructed on such terms and conditions as may be mutually decided by and between the Owners and the Tenants. Such inducted Tenants shall be bound to perform and/or observe all the rules and regulations of the Developer or the Association or the Maintenance Agency as also the terms and conditions as stipulated herein to be observed by the Allottees and/or Transferees.

15. **COMMON RESTRICTIONS:**

- 15.1 The multistoried New Building and/or the Project shall be subject to the same restrictions as are applicable to ownership buildings, intended for common benefit of all



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occupiers of the multistoried New Building of the Project, which shall include the following: -

- (a) no occupant of the multistoried New Building of the Project shall use or permit to be used, his Unit(s) or any portion thereof, for any obnoxious, illegal and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the multistoried New Building of the Project;
- (b) no occupant of the multistoried New Building of the Project shall demolish or permit demolition of any wall or other structures in his Unit(s) or any portions, major or minor, without the written consent of the Developer or Association, after its formation;
- (c) no occupant of the multistoried New Building of the Project shall transfer or permit transfer of his Unit(s) or any portion thereof unless all terms and conditions to be observed and/or performed have been observed and performed and the proposed Allottee gives a written undertaking to the effect that such Allottee shall remain bound by the terms and conditions of these presents and further that, such Allottee shall pay all and whatsoever shall be payable in relation to the concerned space;
- (d) all occupants of the multistoried New Building of the Project shall abide by all laws, bye-laws, rules and regulations of the Government and local bodies and shall attend to, answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws, rules and regulations;
- (e) all occupants of the multistoried New Building of the Project shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc., in his Units in good working condition and repair and in particular, so as not to cause any damage to the multistoried New Building of the Project or any other space or accommodations therein and shall keep the other occupiers of the multistoried New Building of the Project indemnified from and against the consequences of any breach;



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- (f) no occupant of the multistoried New Building of the Project shall do or cause or permit to be done any act or thing which may render void or voidable any insurance of the multistoried New Building of the Project or any part thereof and shall keep the other occupiers of the multistoried New Building of the Project harmless and indemnified from and against the consequences of any breach;
 - (g) no occupant of the multistoried New Building of the Project shall leave or keep any goods or other items for display or otherwise in the corridors or at other places of common use and enjoyment in the multistoried New Building of the Project and no hindrance shall be caused in any manner in the free movement and use of the corridors and other places for common use and enjoyment in the multistoried New Building of the Project; and
 - (h) no occupant of the multistoried New Building of the Project shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the multistoried New Building or in the compound, corridors or any other portion or portions of the Project.
- 15.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the multistoried New Building of the Project shall permit the agency to be appointed as per Clause 13.5, with or without workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof.
- 15.3 It is agreed between the parties that the Developer, in consultation with the Owners, shall frame a scheme for the management and administration of the multistoried New Building of the Project and all the occupiers of the New Building of the Project shall perpetually in succession, abide by all the rules and regulations to be framed in connection with the management of the affairs of the multistoried New Building of the Project.



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16. OBLIGATIONS OF DEVELOPER:

- 16.1 Construction and execution New Building and/or the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government in terms of this Agreement and the Plan at the said Property in the Project.
- 16.2 The Developer shall be responsible for planning, designing development and construction of the multistoried New Building in the Project with the help of professional bodies, contractors, etc.
- 16.3 The Developer has assured the Owners that it shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default.
- 16.4 The Developer shall construct the multistoried New Building and/or the Project at its own costs and responsibility. The Developer shall alone be responsible and liable to Government, Municipality and other authorities concerned and to the Allottee(s) and shall alone be liable for any loss or for any claim arising from such construction and shall indemnify the Owners against any claims, loss or damage for any default or failure or breach on the part of the Developer.
- 16.5 All tax liabilities in relation to the development shall be paid by the Developer. All taxes as may be payable on account of allocation of the Owners' Allocation shall however be paid by the Owners.
- 16.6 The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the laws and rules applicable to construction of the multistoried New Building and/or the Project.
- 16.7 The Developer shall be responsible for the construction made and any query regarding such construction raised by any authorities including South Dum Dum Municipality has to be explained by the Developer.
- 16.6 The Developer while erecting the New Building of the Project shall also take care of the internal ducting



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arrangements for air-conditioning, furniture, fixtures, fittings, fire sprinklers/detectors, electrical fittings, access control and other internal utilities within the Space(s)/Unit(s) should not be violating any laws, rules or regulations of any Corporation/Municipality and other authorities.

17. OBLIGATIONS OF THE OWNERS:

- 17.1 The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the said Property.
- 17.2 The Owners undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 17.3 The Owners shall provide the Developer with any and all documentation and information relating to the said Property as may be required by the Developer from time to time.
- 17.4 The Owners shall not do any act, deed or thing whereby Developer may be prevented from discharging its functions under this Agreement.
- 17.5 The Owners hereby covenant not to cause any interference or hindrance in the construction of the multistoried New Building and/or the Project.
- 17.6 The Owners hereby covenant not to enter into any agreement, let out, grant lease, transfer, mortgage and/or charge the said Property or any portions thereof save in the manner envisaged herein during the subsistence of this Agreement.
- 17.7 The Owners shall handover all the original title deeds and documents and other relevant papers and documents relating to the said Property unto the Developer within 7 (Seven) days from the date of execution of this agreement.

18. INDEMNITY:

- 18.1 The Developer shall indemnify and keep the Owners saved, harmless and indemnified of, from and against any and all



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loss, damage or liability (whether criminal or civil) suffered by the Owners in relation to the construction of the multistoried New Building and/or the Project and those resulting from breach of this Agreement by the Developer.

- 18.2 The Owners shall indemnify and keep the Developer saved, harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developer in the course of implementing the Project including marketing thereof for any successful claim by any third party for any defect in title of the said Property or any of their Representations and the warranties being incorrect.

19. **MISCELLANEOUS:**

- 19.1 This Agreement entered into by and between the parties herein is and shall be on principal to principal basis.
- 19.2 The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 19.3 Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 19.4 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 19.5 It is understood that from time to time to facilitate the uninterrupted construction of the multistoried New Building and/or the Project by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owners. Further, various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to perform all such acts, deeds, matters and things and execute any additional Power of Attorney and/or authorization as may be required by the Developer for the purpose and the Owners also



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

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

19.7 The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Developer's Allocation. Similarly, the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owners' Allocation and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Owners' Allocation.

19.8 The name of the building(s) shall be "JAYA RB SQUARE".

20. **DEFAULTS:**

20.1 The following shall be the events of default: -

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

20.2 In case of any event of default, the other party (the aggrieved party) shall serve a notice in writing to the defaulting party, calling upon the defaulting party to comply with its obligation in default within 30 (Thirty) days and in the manner to be mentioned in the said notice.



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20.3 Upon receipt of such notice, the defaulting party shall rectify the said event of default and/or breach within the time and in the manner mentioned herein.

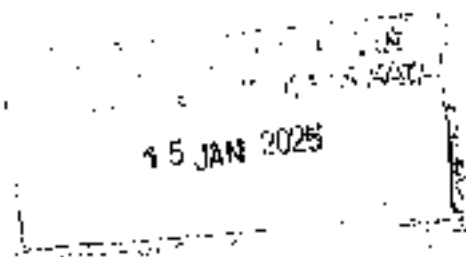
20.4 If the default continues for a period of over 60 (Sixty) days after expiry of such notice and there is no remedy provided for herein, the notice of termination may be served by the aggrieved party at their/its sole discretion.

21. **FORCE MAJEURE:**

21.1 If either Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such time after the cessation, as is necessary for that Party, using all reasonable endeavors, to re-commence its affected operations in order for it to perform its obligations. Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

21.2 In the eventuality of Force Majeure circumstances, the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the completion thereof and 7 (Seven) days thereafter.

21.3 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may



be performed despite the continuance of the event of Force Majeure.

22. NOTICE:

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

22.2 Any such notice or other written communication shall be deemed to have been served: -

i) If delivered personally, at the time of delivery.

ii) If sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities.

iii) If sent by electronic mail, at the time of sending (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of sending.

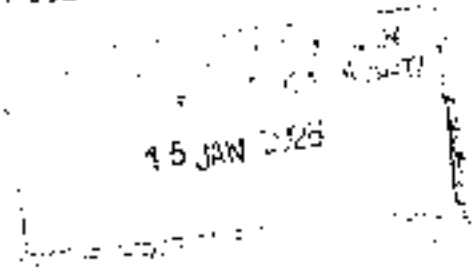
22.3 In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by courier, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of an electronic mail, that an activity or other report from the sender's mailbox can be produced.

23. 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.

24. AMENDMENT/MODIFICATION:

No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in



writing executed by all the Parties and expressly referring to the relevant provision of this Agreement.

25. **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.

26. **ARBITRATION:**

The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties. If the Parties have not settled the Disputes by negotiation within 30 (Thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to, and finally resolved through, arbitration by an Arbitrator jointly appointed by the parties hereto in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made there under. The arbitration proceedings shall be conducted at Kolkata and in English.

27. **JURISDICTION:**

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

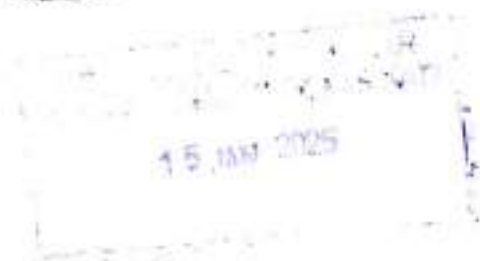
(Description of the said Property)

ALL THAT the piece and parcel of land containing an area of 1 Bigha equivalent to 20 Cottahs, ^{all floor having cemented} be the same a little more or less, together-with structures standing thereon having a total covered area of 9,000 Sq.ft., (on the ground floor 3,000 Sq.ft., on the first floor 3,000 Sq.ft., and on the second floor 3,000 Sq.ft.) be the same a little more or less, situate lying at Mouza-Patipukur, J.L. No.23, Plot No.225, Municipal Holding No.1123, Lake Town (formerly 162/48 Calcutta

Rabindranath Tagore



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Jessore Road), Block-A, Police Station-Lake Town, within the ambit of South Dum Dum Municipality, District-24 Parganas, Kolkata-700 089, and butted and bounded in the manner following:-

ON THE NORTH	:	By VIP Lake Town 60 feet connecting Road;
ON THE SOUTH	:	By Residential Building;
ON THE EAST	:	By 40 feet wide Road; and
ON THE WEST	:	By 60 feet wide Road.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Specifications)

<u>BUILDING:</u>	Designed on a R.C.C. Frame structure with R.C.C. Plie Foundation as per structural design using cement concrete M-25.
<u>DOORS/WINDOWS:</u>	Best quality UPVC OR FIRE PROOF DOORS of 7 ft., with primer and pain finish. All Door panels are best quality Flush Doors and framed toughened glass doors where necessary with all fittings and fixings.
<u>DRIVEWAY/PAVEMENT:</u>	High quality and heavy weight tiles.
<u>ELECTRICALS:</u>	Concealed insulated copper wiring with modular switches of Havells or equivalent, AC points, Exhaust fan points, Broadband and Telephone connectivity. Designer lighting in common areas, fancy façade lighting. Sub-station with 11KV transformer with OLTC. Lightening Arrester on the roof of the building.



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<u>ELEVATION:</u>	Acsthetically designed elevation as per the recommendation of the Architect.
<u>ENTERENCE LOBBY/ UPPER LOBBY:</u>	Marble / Granite / Vitrified Tiles.
<u>EXTERIOR ELEVATION:</u>	To be designed by the architect, finished with suitable exterior weather coat paint of best quality over putty and plaster.
<u>FIRE SAFETY SYSTEM:</u>	Provision for adequate fire-fighting safety systems in the building as recommended by the Fire department, Government of West Bengal.
<u>FLOORING:</u>	Flooring work with non-skid tiles for basement floor with all necessary cement concrete works and with Vitrified tiles/Granite slabs for all upper floors. Matt finished best quality glazed tiles upto 2100mm heights in Toilets and Kitchen.
<u>INTERIOR WALLS:</u>	Brick walls with POP finish on walls & ceiling over plaster. Common area finished with best quality decorative paint with primer coat over plaster.
<u>LANDSCAPING:</u>	Beautifully landscaped compound with fine paving and planters all around.
<u>LIFTS:</u>	Total 5 (Five) Nos. of lift installation with 20 PAX capacity of Kone or equivalent lift.
<u>LOCKS:</u>	Reputed make lock for all doors.
<u>PLASTERING:</u>	35mm cement and sand plaster in all external walls and 25mm cement sand



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plaster in all internal walls using cement sand mortar (1:4)

POWER BACK UP:

Generators installation of silent type: -

- a. 1 (One) No. having 750KVA;
- b. 1 (One) No. having 500 KVA; and
- c. 1 (One) No. having 125 KVA.

ROOF:

Proper water proof treated roof, finished with good quality roof tiles.

SANITARY WARE:

Best quality Iron soil pipe of 150 mm diameters and PVC water pipe of 100 mm diameters for carrying soil waste and water to the SW Pit to connect SW system.

SECURITY:

CCTV Monitoring and 24 hours Security System.

TOILETS/KITCHEN:

All white Vitreous sanitary wares of reputed make.

All C.P. Fittings of reputed make.

All internal water pipelines are of best quality CPVC make.

Anti-skid tiles on floor, premium vitrified tiles up to door height.

WALLS FINISH:

250mm Cement Brick work for external wall and 125/75th brick work for internal wall using cement and sand mortar (1:4) using 1st Class bricks. Plaster of Paris with primer.

WATER SUPPLY:

Municipality water supply through under-ground Reservoir to Over-head Reservoir with in house pumping system. 1 lac liters water reservoir for the usages by the commercial units in the Project and 1 lac liters water reservoir for the fire safety.



THE THIRD SCHEDULE ABOVE REFERRED TO:**PART-I****(COMMON AREAS)**

1. Driveways and pathways.
2. Lifts, lobbies and staircases.
3. Paths passages and open spaces project and those reserved by the Developer.
4. Project Boundary Wall, internal boundary walls and Entrance and Exit gates of the Project.
5. Rooms for darwan/security guard, caretaker's office.
6. Stand-by diesel generator set of reputed makes as per the designed capacity for lighting the lights at the common areas, for operation of lifts and pump and for supply of power in the said Unit(s) to the extent of quantum mentioned herein during power failure and generator room.
7. Underground water reservoir.
8. Water pump with motor, water distribution system.

(COMMON AMENITIES AND FACILITIES)

1. The land and all other areas of the Project and all apparatus, systems, equipment and installations now or hereafter existing in the New Building or the Project nor part of any Units, for the common use of all Units or by all Units owners necessary or convenient for the existence, maintenance or use of the Project as a whole.
2. All foundations, columns, girders, beams and supports, including load bearing walls but excluding those which are specifically designated elsewhere.
3. All structural floor assemblies including the underside of such assembly ceiling.



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4. All exterior walls of the New Building including the exterior limestone façade of the New Building and the structural masonry walls.
5. All windows, window frames, casements and mullions.
6. All central and appurtenant installations for services such as electricity, sewer, waste and all other mechanical equipment (except those which are contained in any Units which serve or benefit all Allottees or other general common elements).
7. Staircase on all the corridors, floors and lobbies.
8. Staircase landings and lift landings on all floors.
9. Lift well.
10. Lift plant/car installation.
11. Lift room (Machine room less lifts are being provided in the Project).
12. Ultimate Roof.
13. Common passage and lobby on the ground floor excepting car parking areas and other open and covered spaces.
14. Overhead water tank (domestic plus firefighting) underground water reservoir water pipes and other common plumbing installation.
15. Electrical wiring meters and fittings in the common areas.
16. Drainage and sewerage.
17. Fire Fighting system installation and allied equipment.
18. Entrance, driveways, passages and pathways.
19. All other facilities of the Building including but not limited to shafts, pipes, wires, ducts, vents, cables, conduits and lines) which serve or benefit or are necessary or convenient.



ADDL. REGISTRAR
OF ASSAM - KOLKATA
15 JAN 2025

PART-II

(Common Expenses/Deposits/Extra Charges)

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

Formation of Association: Rs.5/- (Rupees Five only) per Sq.ft.

Generator: Rs.30,000/- per KVA (Rupees Thirty Thousand only) per /KVA per year.

Maintenance Charges: Proportionate share of the common expenses/maintenance charges Rs.180/- (Rupees One Hundred Eighty only) per Sq.ft., of the Net Area of the Unit per year.

Municipal Tax Deposit: Rs.72/- (Rupees Seventy-Two only) per Sq.ft., of the Net Area of the Unit per year.

Sinking fund deposit: Rs.180/- (Rupees One Hundred Eighty only) per Sq.ft., of the Net Area of the Unit per year.

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

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

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



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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
15 JAN 2025

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

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

1. Suresh Kumar Roy
6, old Pann. office St.
Kolkata - 700001
2. Abhinaya Goshal

Rabindra Nath Banik
Sahindor Nath Banik,

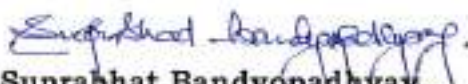
SIGNED SEALED AND DELIVERED
by the **DEVELOPER** at Kolkata in the
presence of:

1. Suresh Kumar Roy
2. Abhinaya Goshal
Sanjeeva Tower WL-20
New Town Kol - 700156

RBD PROJECTS PVT. LTD.


Director

Drafted by:


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



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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
15 JAN 2025

SPECIMEN FORM FOR TEN FINGER PRINTS

	<i>Rabin Nath Boudi</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
	<i>Rabin Nath Boudi</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
	<i>Rabin Nath Boudi</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
15 JAN 2025

DATED THIS 15th DAY OF JANUARY, 2025
#####

BETWEEN

RABINDRA NATH BANIK & ANR.

... OWNERS

AND

RED PROJECTS PRIVATE LIMITED

... DEVELOPER

DEVELOPMENT AGREEMENT

VICTOR MOSES & CO.
SOLICITORS & ADVOCATES
6, OLD POST OFFICE STREET
KOLKATA - 700 001.

Major Information of the Deed

Deed No :	I-1904-00657/2025	Date of Registration :	15/01/2025
Query No / Year	1904-2000085858/2025	Office where deed is registered	
Query Date :	09/01/2025 5:53:56 PM	A.R.A. - IV KOLKATA, District Kolkata	
Applicant Name, Address & Other Details	VICTOR MOSES AND CO B, OLD POST OFFICE STREET, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9830602627, Status : Solicitor firm		
Transaction	Additional Transaction		
[D110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
	Rs. 10,67,48,999/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,120/- (Article:48(g))	Rs. 101/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assentment slip.(Urban area)		

Land Details :

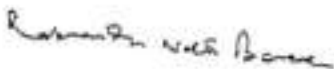
District: North 24-Parganas, P.S:- Lake Town, Municipality: SOUTH DUM DUM, Road: Lake Town Block-A, Mouza: Palipukur, . Holding No:1123 JI No. 23, Pin Code : 700089

Sch. No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-100		Baru	Baru	1 Bigha		9,99,99,999/-	Property is on Road
Grand Total :					33Dec	0/-	999,99,999/-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	9000 Sq Ft.	0/-	67,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 3000 Sq Ft..Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extant of Completion: Complete					
Floor No: 1, Area of floor : 3000 Sq Ft..Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extant of Completion: Complete					
Floor No: 2, Area of floor : 3000 Sq Ft..Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extant of Completion: Complete					
Total :		9000 sq ft	0/-	67,50,000/-	

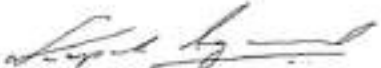
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr RABINDRA NATH BANIK Son of Late GOURANGO CHANDRA BANIK Executed by: Self, Date of Execution: 15/01/2025 , Admitted by: Self, Date of Admission: 15/01/2025 ,Place : Office	Photo  15/01/2025	Finger Print  LTI 15/01/2025	Signature  15/01/2025
142,S.K.DEB ROAD, City:- Not Specified, P.O:- SREEBHUMI, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700048 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX6 , PAN No.: ADxxxxxx8C, Aadhaar No: 23xxxxxxxx2667, Status :Individual, Executed by: Self, Date of Execution: 15/01/2025 , Admitted by: Self, Date of Admission: 15/01/2025 ,Place : Office				
2	Name Mr RATHINDRA NATH BANIK Son of Late GOURANGO CHANDRA BANIK Executed by: Self, Date of Execution: 15/01/2025 , Admitted by: Self, Date of Admission: 15/01/2025 ,Place : Office	Photo  15/01/2025	Finger Print  LTI 15/01/2025	Signature  15/01/2025
142,S.K.DEB ROAD, City:- Not Specified, P.O:- SREEBHUMI, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700048 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX8 , PAN No.: ADxxxxxx9D, Aadhaar No: 51xxxxxxxx4029, Status :Individual, Executed by: Self, Date of Execution: 15/01/2025 , Admitted by: Self, Date of Admission: 15/01/2025 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	RBD PROJECTS PRIVATE LIMITED P-846,BKOCK-A,LAKE TOWN, City:- Not Specified, P.O:- SREEBHUMI, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700048 Date of Incorporation:XX-XX-2XX3 , PAN No.: aaxxxxxx0m,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 DEEPAK AGARWAL (Presentant) Son of Mr JAGADISH PRTASAD AGARWAL Date of Execution - 15/01/2025, , Admitted by: Self, Date of Admission: 15/01/2025, Place of Admission of Execution: Office	 Jan 15 2025 3:09PM	 L71 15/01/2025 Captured	 15/01/2025
NA-24,SANJEEVA TOWER BHNGLOWS,THAKDARI, City:- Not Specified, P.O:- NEW TOWN, P.S:- Kolkata Leather Camp, District:-South 24-Parganas, West Bengal, India, PIN:- 700156, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX8 , PAN No.: ACxxxxxx6D,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : RBD PROJECTS PRIVATE LIMITED (as DIRECTOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SUJIT KUMAR ROY Sbn of Late M M ROY 6, OLD POST OFFICE STREET, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001	 15/01/2025	 15/01/2025 Captured	 15/01/2025
Identifier Of Mr RABINDRA NATH BANIK, Mr RATHINDRA NATH BANIK, Mr DEEPAK AGARWAL			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr RABINDRA NATH BANIK	RBD PROJECTS PRIVATE LIMITED-16.5 Dec
2	Mr RATHINDRA NATH BANIK	RBD PROJECTS PRIVATE LIMITED-16.5 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr RABINDRA NATH BANIK	RBD PROJECTS PRIVATE LIMITED-4500.00000000 Sq Ft
2	Mr RATHINDRA NATH BANIK	RBD PROJECTS PRIVATE LIMITED-4500.00000000 Sq Ft

Endorsement For Deed Number : I - 190400657 / 2025

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 : 46 (g) of Indian Stamp Act 1899.

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

Presented for registration at 14:55 hrs on 15-01-2025, at the Office of the A.R.A. - IV KOLKATA by Mr DEEPAK AGARWAL.

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 10,67,49,999/-

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

Execution is admitted on 15/01/2025 by 1. Mr RABINDRA NATH BANIK, Son of Late GOURANGO CHANDRA BANIK, 142, S.K. DEB ROAD, P.O- SREEBHUMI, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by Profession Business, 2. Mr RATHINDRA NATH BANIK, Son of Late GOURANGO CHANDRA BANIK, 142, S.K. DEB ROAD, P.O: SREEBHUMI, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by Profession Business

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

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

Execution is admitted on 15-01-2025 by Mr DEEPAK AGARWAL, DIRECTOR, RBD PROJECTS PRIVATE LIMITED, P-848, BKOCK-A, LAKE TOWN, City:- Not Specified, P.O:- SREEBHUMI, P.S:- Lake Town, District:- North 24-Parganas, West Bengal, India, PIN:- 700048

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 101.00/- { E = Rs 21.00/-, I = Rs 55.00/-, M(a) = Rs 21.00/-, M(b) = Rs 4.00/- } and Registration Fees paid by Cash Rs 80.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 15/01/2025 8:02AM with Govt. Ref. No: 192024250357491248 on 15-01-2025, Amount Rs: 21/-, Bank- SBI EPay (SBIEPay), Ref. No. 9633541342923 on 15-01-2025, Head of Account 0030-03-104-001-16

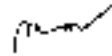
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 75,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 89361, Amount: Rs 100.00/-, Date of Purchase: 21/03/2023, Vendor name: A Banarjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 15/01/2025 8:02AM with Govt. Ref. No: 192024250357491248 on 15-01-2025, Amount Rs: 75,020/-, Bank- SBI EPay (SBIEPay), Ref. No. 9633541342923 on 15-01-2025, 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 1904-2025, Page from 44727 to 44776
being No 190400657 for the year 2025.



Digitally signed by MOHUL MUKHOPADHYAY
Date: 2025.01.21 15:49:52 +05:30
Reason: Digital Signing of Deed,

(Mohul Mukhopadhyay) 21/01/2025
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2025, Page from 44727 to 44776

being No 190400657 for the year 2025.



[Handwritten signature]

Digitally signed by MOHUL MUKHOPADHYAY
Date: 2025.01.21 15:49:52 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 21/01/2025

ADDITIONAL REGISTRAR OF ASSURANCE

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

West Bengal.