

13993/2024

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पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL

A.R.A.  
IV

AS 663255

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

Additional Registrar of Assurances-IV, Kolkata

THIS AGREEMENT made this 18<sup>th</sup> day of SEPTEMBER Two Thousand and Twenty Four BETWEEN

18 SEP 2024

**PARTIES:**

**1.1 OWNER:**

**RAJA UDYOG PRIVATE LIMITED**, (having CIN U15412WB2001PTC092881 and PAN AACCR0764P), a Company within the meaning of the Companies Act, 2013 having its registered office at 16 F, B T Road Sukhchar Girja, Post Office Sukchar, Police Station Khardah, Kolkata, North 24 Parganas WB 700115 represented by its Director Mr. Loknath Prasad Gupta (having PAN AUDPG5810F and Aadhaar No.8979 5618 5641) son of late Badri Prasad Gupta residing at 31, B.T. Road Titagarh Post Office Titagarh, Police Station Titagarh, Kolkata 700119 hereinafter referred to as "the **OWNER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or successors-in-interest and/or assigns) of the **ONE PART; AND**

*(Signature)*

*(Signature)*

*(Signature)*

*(Signature)*

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*(Handwritten notes)*

11774

Serial No.....  
 Name.....  
 Address.....

DSP LAW ASSOCIATES  
 Advocates  
 40 Alipore House  
 B & 2 Hare Street  
 Kolkata - 700001

05 SEP 2024

Prop :- Srikanth Chavari  
 Licenced Stamp Vender  
**BAHAN GANGA**  
 23, Bankshall Street  
 Kolkata - 700 001

05 SEP 2024

U.A.N.A



ADVISOR  
 OF ASSURANCE  
 18 SEP 2024

## 1.2 DEVELOPER:

**SAGNIK EXPORT (I) PRIVATE LIMITED** (having CIN U19119WB1995PTC074310 and PAN AAHCS1845D), a Company within the meaning of the Companies Act, 2013 having its registered office at P-9 Motijheel Avenue, Post Office Motijheel, Police Station Nagerbazar, Kolkata-700074, West Bengal, India, represented by its Directors (i) Prabir Roychowdhury (having PAN ADIPR1841H and Aadhaar No. 3291-9498-7795) son of Netai Roychowdhury residing at BF-14, BF Block, Salt Lake, Sector - I, VTC Bidhannagar (M), Post Office Bidhannagar CC Block, Police Station Bidhannagar (N), Sub District North 24 Parganas, Kolkata - 700064 and (ii) Sanajit Laskar (having Aadhaar No. 4625-9637-5883 and PAN ABUPL7954R) son of Late Jatan Kanta Laskar residing at 22A Tara Shankar Sarani, Tala Park Avenue, Police Station Tala, Post Office Tala, North 24 Parganas, Pin - 700037 hereinafter referred to as "the **DEVELOPER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or successors-in-interest and/or assigns) of the **OTHER PART**:

### SECTION-I # DEFINITIONS & BACKGROUND:

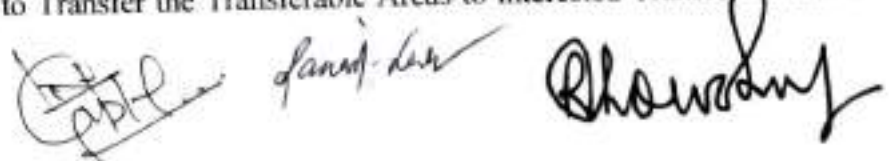
2. **DEFINITIONS:** Unless in this Agreement there be something contrary or repugnant to the subject or context, the terms or expression used in this agreement shall have the meanings as per **SIXTH SCHEDULE** hereto and the interpretations in several matters shall be as contained in the said Schedule.

### 3 **RECITALS/REPRESENTATIONS:**

#### 3.1 **RECITALS:**

3.1.1 The Owner is the sole and absolute owner of **All That** pieces or parcels of land containing an area of 3.87 acre (as per documents of title stated to contain an area of 4.027 acre) more or less situate at several dags in Mouza Sukchar morefully described in the **First Schedule** hereunder written and defined herein and referred to hereinafter as the Subject Property.

3.1.2 Pursuant to discussions between the parties and the representations as hereinafter contained, the Owner and the Developer have agreed to enter into this agreement whereby the Developer shall, inter alia, be entitled to the exclusive right and interest in the Subject Property to develop multiple buildings at the Subject Property for residential, commercial and/or mixed use as per planning of the Developer and to Transfer the Transferable Areas to interested Transferees and be





ADDITIONAL REGISTRAR  
OF ASSURANCE, KARNATAKA  
18 SEP 2024

entitled to the Developer's Allocation and other benefits and the Owner shall, inter alia, be entitled to the Owner's Allocation and other benefits herein stated.

### 3.2 REPRESENTATIONS:

3.2.1 The Owner made the following representations, assurances and warranties to the Developer which have been completely relied upon and believed to be true and correct by the Developer for the purpose of entering upon this Agreement and the transaction envisaged herein:

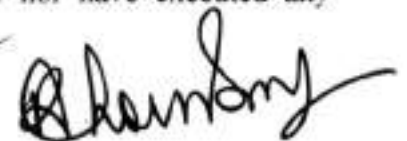
- (i) That the Owner is the sole and absolute owner of the Subject Property with good marketable title free from all Encumbrances whatsoever and the Owner is in khas vacant and peaceful possession thereof and the Subject Property is duly identified by proper boundary on all sides. The facts about the Owner deriving title to the Subject Property is represented and warranted by the Owner to the Developer to be as stipulated in the **FIFTH SCHEDULE** hereto and the same are all true and correct.
- (ii) That all the original documents of title in respect of the Subject Property are in the personal custody of the Owner and no other person has any right or entitlement in respect of the same.
- (iii) That the Owner have caused to be converted the Subject Property to "Housing Complex". Further, although the documents of title state a cumulative area of 4.027 acre, the Subject Property on survey and actual measurement contained 3.87 acre only and besides the said 3.87 acre, the Owner do not own, have or hold any other property adjacent to the Subject Property.
- (iv) That the Owner or its predecessors in title have not mortgaged or charged or provided security interest in respect the Subject Property or any part thereof and there is no notice or proceeding for realization or recovery of the dues of the Bank nor is there any notice or proceeding of winding up or bankruptcy or insolvency proceedings under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or the Companies Act or Insolvency and Bankruptcy Code or before the Debts Recovery Tribunal or before any Court or Tribunal filed or pending against the Owner or its predecessor-in-title.
- (v) That there are no pending legal proceedings filed or pending by or against the Owner and/or its Directors in respect of the Subject Property nor has the

Owner or its Directors extended any security and/or guarantee which are likely to affect the Subject Property in any manner whatsoever.

- (vi) That the Subject Property or any part thereof has not been attached or forfeited and/or is liable to be attached or forfeited under any decree or order of any Court of Law or due to Income Tax Realization, Foreign Exchange, Money Laundering, Black Money, Benami Transaction or any other Statutory Dues or Public Demand.
- (vii) That there never was nor is any notice or proceeding of acquisition or requisition or alignment under the Land Acquisition Act or The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 or any other act or law in respect of or affecting the Subject Property or any part thereof and the Subject Property or any part thereof does not contain any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any other law whatsoever.
- (viii) That there is no notice or proceeding initiated at any time under the West Bengal Estates Acquisition Act, 1953, West Bengal Land Reforms Act 1955, West Bengal Inland Fisheries Act, 1984 or any other laws affecting the Subject Property or any part thereof or in respect of any violation or breach of any law.
- (ix) That there is no suit, dispute, claim or other legal proceeding, civil, criminal or revenue have ever been filed or is pending by or against the Owner or its predecessor-in-title affecting or in anyway relating to the Subject Property and there is no legal proceeding, dispute or claim affecting the Subject Property and/or the Owner or its predecessor-in-title.
- (x) That there is no subsisting order of injunction, status quo, prohibition or any other order or condition in any way relating to or affecting the Subject Property in any manner
- (xi) There is no impediment, obstruction, restriction or prohibition in the Owner entering upon this Agreement and/or in the development and transfer of the Subject Property.
- (xii) That except this agreement, the Owner has not entered upon any agreement or contract with any other person in connection with the Subject Property or any part thereof or its development/sale/transfer nor have executed any



*Sanjay Kumar*



power of attorney in favour of any person nor have otherwise dealt with the Subject Property or any part thereof prior to execution of this Agreement.

- (xiii) That the Owner has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Subject Property or any part thereof can or may be impeached, encumbered or affected in title or would in any way impair, hinder and/or restrict the development transfer and other activities envisaged under this Agreement.
- (xiv) That there is no statutory or other dues of the Owner towards any person or authority whatsoever which may result in the assets of the Owner being attached or entangled in any claim, dispute, litigation or objection whatsoever or howsoever;
- (xv) No change in the majority shareholding, control and management of the Owner is agreed upon or effected or implemented;
- (xvi) That there is no difficulty in the compliance of the obligations of the Owner hereunder.

**SECTION-II # WITNESSETH:**

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

**4. AGREEMENT AND CONSIDERATION:**

- 4.1 The Owner hereby agree to provide the entirety of the Subject Property for its development and Transfer in terms hereof and hereby creates an interest in the same in favour of the Developer for the Project and grants to the Developer exclusive rights and authority to develop and Transfer the Subject Property and the Building Complex to be constructed thereon on the terms and conditions hereinafter contained and in consideration thereof and further in consideration of the obligations, covenants, terms and conditions contained herein and on the part of the Owner to be observed, fulfilled and complied with, the Developer has agreed to cause to be constructed the New Buildings and the Building Complex for mutual benefit as morefully contained herein and on the terms and conditions hereinafter contained.



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



192024250210233948

GRN Details

GRN:	192024250210233948	Payment Mode:	SBI Epay
GRN Date:	16/09/2024 15:41:04	Bank/Gateway:	SBlePay Payment Gateway
BRN :	6831618532356	BRN Date:	16/09/2024 15:41:33
Gateway Ref ID:	CHR0946985	Method:	State Bank of India NB
GRIPS Payment ID:	160920242021023393	Payment Init. Date:	16/09/2024 15:41:04
Payment Status:	Successful	Payment Ref. No:	2002441722/3/2024

[Query No\*/Query Year]

Depositor Details

Depositor's Name:	Ms SAGNIK EXPORT I PVT. LIMITED
Address:	P-9, Motijheel Avenue, Kolkata-700074
Mobile:	9874242281
Period From (dd/mm/yyyy):	16/09/2024
Period To (dd/mm/yyyy):	16/09/2024
Payment Ref ID:	2002441722/3/2024
Dept Ref ID/DRN:	2002441722/3/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002441722/3/2024	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2002441722/3/2024	Property Registration- Registration Fees	0030-03-104-001-16	100021
<b>Total</b>				<b>175042</b>

IN WORDS: ONE LAKH SEVENTY FIVE THOUSAND FORTY TWO ONLY.



# Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



160920242021023393

## GRIPS Payment Detail

GRIPS Payment ID:	160920242021023393	Payment Init. Date:	16/09/2024 15:41:04
Total Amount:	175042	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	6831618532356	BRN Date:	16/09/2024 15:41:33
Payment Status:	Successful	Payment Init. From:	Department Portal

## Depositor Details

Depositor's Name:	Ms SAGNIK EXPORT I PVT. LIMITED
Mobile:	9874242281

## Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192024250210233948	Directorate of Registration & Stamp Revenue	175042
<b>Total</b>			<b>175042</b>

IN WORDS: ONE LAKH SEVENTY FIVE THOUSAND FORTY TWO ONLY.

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

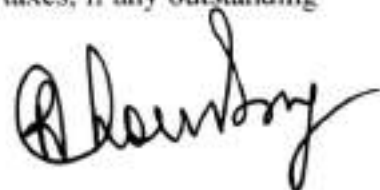
- 4.2 With effect from the date hereof, the Developer shall have unassailable interest in the Subject Property for the Project and the sole and exclusive rights, authorities and entitlements (a) to develop and construct or cause to be developed and constructed the Building Complex at the Subject Property and (b) to administer the Building Complex in the manner and until the period as morefully contained herein and (c) to Transfer all Transferable Areas exclusively and sharing of the Realizations by the Owner and the Developer in the Agreed Ratio in the manner morefully stated elsewhere herein and (d) to entirety of the Extras and Deposits and (e) to all other properties benefits and rights of the Developer hereunder or to which the Developer is entitled hereunder; **And** the Owner shall be entitled (i) to the Owner's Allocation and (ii) to all other properties benefits and rights of the Owner hereunder or to which the Owner is entitled hereunder; on and subject to the terms and conditions hereinafter contained.
- 4.3 The New Buildings shall be constructed or caused to be constructed by the Developer at its own costs and expenses. The Owner hereby agrees to sell convey and transfer proportionate undivided share in the land attributable to the Transferable Areas in favour of the Transferees and the consideration for the same shall be the share of the Owner in the Realizations.
- 4.4 The agreement and the rights of the Developer shall be and remain valid and subsisting at all times and cannot be cancelled except only in accordance with any specific terms and conditions mentioned herein.
- 5 **OBLIGATIONS OF OWNER PERTAINING TO TITLE AND ENCUMBRANCES:** The Owner shall at its own costs and expenses and unless otherwise expressly mentioned in any sub-clause hereof, within a period of 2 (two) months from the date hereof do and comply with the following obligations:
- 5.1 **Marketable Title:** The Subject Property and each part thereof shall at all times be absolute freehold property with good and marketable title of the Owner. The Owner shall make out and keep and maintain, at its costs, good marketable title to the Subject Property. The Owner shall be liable for satisfying all buyers and bankers about marketable title and for all title and ownership and possession related claims.
- 5.2 **Free from Encumbrances:** The Subject Property and each part thereof shall be free of and from all kinds of Encumbrances. The Subject Property shall also be free from any claims or disputes by any predecessor in title or any other person and there shall be no restriction or prohibition under any laws for its development and/or Transfer in any manner. In case of any local disputes upto the date of

delivery of possession of the Subject Property to the Developer or connected therewith, the Owner shall deal with and remove the same.

- 5.3 Physical Possession:** The Owner shall deliver vacant and peaceful possession of the Subject Property duly secured by 10 feet high boundary walls and having direct access to the public road Barrackpore Trunk Road to the Developer simultaneously with the execution hereof.
- 5.4 Mutation & Conversion:** The Owner shall be responsible to cause and ensure that there is proper mutation of the Owner in the all public records including the BLLRO and/or Panihati Municipality and the Subject Property is converted for purposes commensurate with the Building Complex and there is no bargadar or Schedule Tribe or Schedule Caste at any part of the Subject Property nor any water body, kal, karkhana, mill, factory and/or bagan thereat either physically or on records.
- 5.5 Clearances:** The Owner shall obtain and provide clearance from the authorities under the Urban Land (Ceiling & Regulation) Act, 1976 and also all other necessary land related permissions, certificates and clearances from any Appropriate Authority as may be required in respect of the Subject Property or to make the same fit for development.
- 5.6 Defects/Deficiencies/Errors:** In case any Encumbrance arises or is detected in respect of the Subject Property or any part thereof at any time or in case any defect or deficiency in the title of the Subject Property arises or is detected at any time or there is any claim of possession or occupation by any person in respect of the Subject Property or any other issue/obligations arise in connection with the ownership and/or possession of the Subject Property, at any time, the same shall be rectified and cured by the Owner. Further in case the records of the B.L. & L.R.O., municipal and/or any other Appropriate Authorities contain any error, defect, discrepancy, omission, inconsistency or mis-description or require any amalgamation, reassessment, renumbering, correction or rectification or change, the Owner shall also cause the same to be done in proper manner.
- 5.7 Fit for Development:** The Owner shall cause and ensure that the Subject Property is and shall continue to remain fit for the Project.
- 5.8 Dues on the Subject Property:** The Owner shall pay and clear upto date land revenue, municipal and property tax and any other dues or taxes, if any outstanding in respect of the Subject Property.



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**5.9 Title Deeds & Other Documents:** The Owner shall simultaneously with the execution hereof deliver all original records of rights and title deeds and documents relating to the Subject Property free of any lien or encumbrance thereon. In case hereafter the Owner come into custody of any other original title deed or document in respect of the Subject Property, the Owner agree to deliver the same to the Developer within 7 days of receipt thereof.

**5.10** The Developer may construct internal fencing and/or boundary at the Subject Property or by including additional areas that may be acquired by the Developer hereafter.

## **6 PLANNING & PHASES:**

**6.1** The planning and layout for the development of the Subject Property including, inter alia, on the aspects mentioned hereinbelow, shall be done by the Developer:

**6.1.1** The planning of the land including as a single complex or multiple complex with sharing of all/any facilities/infrastructure inter se or otherwise;

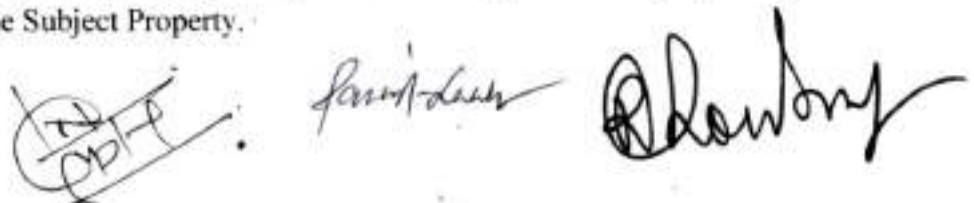
**6.1.2** The design, concept and layout of the Building Complex including division if any between residential segment, commercial segment and/or mixed use segment;

**6.1.3** All landscaping, plantation, walkways, driveways, etc., at the Subject Property, the number and area of Residential Units and Non-Residential Units, Parking Spaces in one or more New Buildings and other portions of the Subject Property and the nature of the constructions and developments at the Subject Property including any underground, ground level or above the ground developments and constructions;

**6.2** The Developer shall be free to plan, commence and continue the construction and development of the Subject Property or any part thereof in such separate or several phases as the Developer may deem fit and proper and the Developer shall decide the extent of each phase.

## **7 SURVEY, SANCTION AND MODIFICATION OF BUILDING PLANS:**

**7.1 SURVEY AND SOIL TESTING:** The Developer shall at its own costs and expenses carry out necessary survey and soil testing and other preparatory works in respect of the Subject Property.

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- 7.2 **BUILDING PLANS:** The Developer shall cause to be prepared the one or more plans for any construction of the Buildings by including additional areas on account of Green Building (IGBC) in consultation with the Owner and to have the same sanctioned by the concerned authority/ies at one or more times and may from time to time cause modifications and alterations to the same or any of them in such manner and to such extent as the Developer may deem fit and proper. In case of any conflict between the parties with regard to any aspect (other than inclusion of additional areas on account of Green Building as aforesaid) in respect of the preparation, sanction, modification and/or alteration of the plan, the decision of the Architect preparing the plan and/or its modification/alteration shall be final and binding on the parties.
- 7.3 **SIGNATURE AND SUBMISSION:** The Owner shall sign, execute, submit and deliver all applications, undertakings, declarations, affidavits, plans, letters and other documents and do all acts deeds and things as may be required by the Developer in connection with the obtaining of sanctions and approvals required to be obtained by the Developer for commencing or carrying out the Development at the Subject Property.
- 7.4 **APPROVALS FOR DEVELOPMENT:** The Developer shall in its own name or in the name of the Owner apply for and obtain all permissions, clearances, no objection certificates and other approvals required for carrying out the development at the Subject Property, including those if so and to the extent required from Pollution Control Authority, Fire Service Authorities, Airport Authorities, Police Authorities, Environment Authorities, municipal or any other Statutory Authorities, at its own costs and expenses.
- 8 **CONSTRUCTION:**
- 8.1 **DEMOLITION:** The Owner shall, within the time mutually agreed and at its own cost, be entitled to demolish existing or new structures at the Subject Property and to realize the proceeds realized from disposal of debris etc., to its own benefit and in case the owner fails and/or neglects to do so within 30 days of being required by the Developer, the Developer shall be entitled to do so at the cost of the Owner and with proceeds belonging to the Owner.
- 8.2 **CONSTRUCTION:** The Developer shall carry out the development as per planning finalized by it and construct and build the New Buildings and other constructions and developments at the planned portions of the Subject Property and also erect and install the Common Areas and Installations in accordance with such planning and upon due compliance of the applicable Building Plans and laws affecting the same. The Developer shall have the sole and complete rights and

obligations in respect of all aspects of development and construction including the construction, elevation, beautification, pathways, walkways, driveways, division or demarcation of the Subject Property into different portions by way of walls or fencing or any other means whatsoever, signages etc.

- 8.3 GOOD CONSTRUCTION:** The Developer shall construct erect and carry out the development at the Subject Property in a good and workman like manner with good quality of materials and specifications as mentioned in the **THIRD SCHEDULE** hereto or equivalent substitutes thereof. The Developer shall construct and build the New Buildings in accordance with the Building Plans and all sanctioned/sanctionable modifications and alterations thereof and do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules in force at the relevant time. The construction shall be done by the Developer in compliance of the legal requirements and the Developer shall ensure compliance of building code as applicable under laws. In case owing to construction at the Building Complex there is any accident or injury, the Developer shall deal with the same and keep the Owner fully saved harmless and indemnified from any loss or liability owing thereto.
- 8.4 REAL ESTATE LAWS:** The Developer shall comply with all necessary requirements under the Real Estate Laws and required to be complied with by a promoter constructing a building thereunder.
- 8.5 INSURANCE:** All insurance of the New Building construction except title insurance shall be the obligation of the Developer. Title Insurance shall be the obligation of the Owner.
- 8.6 MANAGEMENT AND CONTROL:** With effect from the date of execution of this Agreement, the Developer shall have exclusive and unobstructed right to administer building complex. The rights and authorities of the Developer shall include the following:
- 8.6.1** The Developer shall be free to set up site office, put up the hoardings/boards, bring out brochures and commence the preparatory works for Transfer of the proposed Building Complex at the Developer's cost.
- 8.6.2** The Developer shall with effect from the date hereof be entitled to display the board/hoardings of the Developer and the Project at the Subject Property and the Building Complex.

- 8.6.3** The Developer shall at the appropriate time obtain necessary partial and/or full Completion/Occupancy Certificate from the concerned Appropriate Authority if so and as granted by them.
- 8.6.4** The name of the Building Complex shall be such as the Developer may decide. The names of each phase/segment/portion/building shall also be decided by the Developer.
- 8.7 TEAM:** The Architect for the Building Complex and the entire team of people required for the execution of the Building Complex shall be such person as may be selected and appointed by the Developer in its sole discretion. All persons employed by the Developer for the purpose of construction such as architects, contractors, labourers, care-takers etc., shall be the persons under the appointment from and/or employees of the Developer and the Owner shall not in any way be liable or responsible for their salaries, wages, remuneration etc. or their acts in any manner whatsoever and shall have no responsibility towards the architect and/or contractors labourers caretaker etc. or for the compliance of the provisions of labour laws, payment of wages, payment of P.F., E.S.I. etc., maintenance of records of labourers etc. and all the responsibilities in this regard shall be of the Developer and the Owner shall be kept protected and harmless against any action, if taken against the Owner for non compliance or violation of the said requirements.
- 8.8 UTILITIES:** The Developer shall be entitled to apply for and obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the proposed Complex, at its own cost.
- 8.9 COMMON AREAS AND INSTALLATIONS:** The Developer shall identify the Common Areas and Installations in the Subject Property meant jointly or individually for all or any of the following:-
- (i) Individual New Buildings and other types of developments and/or the Subject Property as a whole and/or different phases thereof;
  - (ii) Residential Segment, Commercial Segment, Mixed Use and/or other areas.
  - (iii) Different types and category of Transferees and/or use of the Transferable Areas;


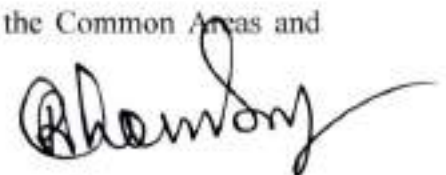
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**8.10** The Developer shall provide for the availability of Common Areas and Installations on a phase wise basis providing for –

- (i) Passages, pathways and driveways for ingress and egress by users of the Subject Property as developed from time to time;
- (ii) Electricity, drainage and sewerage and water connections with necessary constructions and equipments therefor;
- (iii) Lifts/staircases/elevators wherever applicable in the New Buildings;
- (iv) Any other area, installation or facility that the Developer may provide at the Subject Property.
- (v) Identification and use of Common passages by all or any owners, occupiers or users of different Phases as applicable in such manner as the Developer may deem fit and proper.

**8.11** The Developer shall be entitled to:

- (i) Erect, install and/or operationalize the phasewise Common Areas and Installations in phases and gradually;
- (ii) Allow or permit use of the Common Passages in parts or whole or phasewise as the Developer may decide;
- (iii) Allow or permit only provisional and/or partial use of any of the Common Areas and Installations until Completion of Construction of the Building Complex or until such earlier time as the Developer may deem fit and proper;
- (iv) Change the location, dimension, capacity or any other physical or in-built specifications of any Common Areas and Installations in phases and from time to time to erect, install or shift any portion into any new phase or other portions of the Subject Property;
- (v) Erect temporary or permanent boundary between the different phases and to remove the same at any time or upon the completion of the later phase as the Developer may deem fit and proper;
- (vi) Impose restrictions and conditions for the use of the Common Areas and Installations;

- (vii) Charge, demand, receive or realize any Extras or Deposits in connection with any Common Areas and Installations;
- (viii) Provide for common or separate entrances and other Common Areas and Installations for different classification/segment/phases/groups of Transferees.

**8.12 AREAS:** The carpet area in respect of the all the Units shall be as per applicable Real Estate Laws as applicable and otherwise the same and the built-up area and/or areas for CAM or other areas in respect of all the Units and other Transferable Areas in the Building Complex shall be such as be determined by the Developer.

**8.13 CALCULATION OF PROPORTIONATE SHARE:** The proportionate share in land and in the Common Areas and Installations attributable to any Unit shall be determined by the Developer according to the nature and location of the Unit. The Developer shall be entitled to vary the basis of determination of proportionate share as aforesaid.

**8.14 CO-OPERATION :** For all or any of the purposes contained hereinabove and required by the Developer, the Owner shall render all assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time promptly and without any delay, failing which the time periods for construction by the Developer shall stand automatically extended by the periods of delay on the part of the Owner.

**9 TIME FOR SANCTION AND CONSTRUCTION AND COSTS:** Subject to the Owner not being in delay or default in compliance of their obligations hereunder and subject to force majeure:-

**9.1 TIME FOR SANCTION:** The Developer shall cause the plans for construction of the Building/s in the first phase to be sanctioned within a period of 06 (six) months from date of execution hereof or finalization of plans whichever be later.

**9.1.1 TIME FOR CONSTRUCTION:**, the Developer shall carry out Completion of Construction of the New Buildings within 60 (sixty) months from the date of commencement of construction upon sanction of Building Plans and grant of registration under the Real Estate Laws and environment clearance for establishing the New Buildings. The Developer may decide time for the different phases as per the planning of the Developer without affecting the overall time mentioned above.

Santhi Devi

- 9.1.2 EXTENSION:** There shall be granted extension grace period of 12 months to the Developer in respect of time stipulated hereinabove. Any further extension beyond twelve months shall be by mutual consent of the parties hereto in writing.
- 9.1.3 COMPLETION OF CONSTRUCTION:** Any New Building at the Building Complex or any phase shall be deemed to be constructed on the issuance of Completion Certificate by Architect in respect thereof and application being made for grant of Completion/Occupancy Certificate to the Municipality.
- 9.1.4** Without affecting the provisions of Completion of Construction as stipulated above, it is clarified as follows:-
- (i) The Developer shall be at liberty to carry out Completion of Construction phase wise and obtain partial completion certificates.
  - (ii) The elevation works and decoration and beautification works, relief and land layout works, pavements, permanent connections relating to the common amenities may be part of the last phase of construction of the Building Complex.
  - (iii) The Developer shall from time to time apply for and obtain Completion Certificate/Occupancy Certificate from the concerned Appropriate Authority as necessary, after Completion of Construction as per clause 9.1.3 above but the time for each such certificate is expected to be within 9 months of the Completion of Construction, unless mutually agreed to be more than that by the parties.
- 9.1.5 ADDITIONAL AREAS:** Upon sanction of the Building Plans, the Developer shall, if so and as is thereafter possible/permissible, under any laws for the time being then in force, to be caused to be sanctioned and constructed, be entitled (and not obliged) to apply for sanction of additional/further constructions (including any incremental parking space) beyond those so sanctioned. The sanction fee for such additional areas and the cost of construction payable in respect thereof shall be shared as mutually agreed in writing between the parties. In case of sanction of Additional Areas, the time for completion shall be extended by the time required therefor.
- 9.1.6 COSTS AND EXPENSES:** All fees, costs and expenses for sanctioning of plans (including fees of the Architects and all fees costs and charges payable for sanction, modification, alteration and/or revision of building plans), all costs of construction and development of the Subject Property and the connected activities mentioned

above (except as contained in clause 9.1.5 above) shall be borne and paid by the Developer.

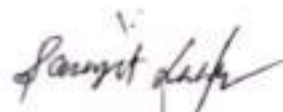
- 9.2 INSPECTION BY OWNER:** The Owner and their authorized representatives shall have at all times upon prior intimation to the Developer, the right and liberty to inspect the construction work at the said premises by following all safety protocols of the Developer and without however interfering with such works of construction. The Owner shall address any queries only to the Developer.
- 9.3 ADDED AREAS:** The Developer shall, at its own costs and expenses, be free to acquire, combine, amalgamate or include any adjoining or adjacent properties or area (hereinafter referred to as the '**Added Areas**') in the proposed development and to give or take such rights in connection therewith as the Developer may deem fit and proper. All benefits and obligations arising from such combining or inclusion shall exclusively belong to the Developer and form part of the Developer's Allocation and the Owner as and being the Owner of the Subject Property shall not have any right, title, interest or claim therein Provided that the Developer shall ensure that even if the percentage of Owner is reduced, the Owner's Realization Share as is receivable by the Owner in respect of the development of the Subject Property without inclusion of Added Areas, shall not be reduced thereby. The Developer shall be entitled to share any portion, area, utility, facility, access way, entry/exit points, clubs or any common or other facility (including the Common Areas and Installations) between the occupants of the Building Complex and the Added Areas in such manner and to such extent as the Developer may deem fit and proper. The Owner agrees to co-operate with the Developer fully and in all manner and to sign execute and/or register by and at the costs of the Developer, any supplementary agreement with the Developer and other writings as may be required to implement the same and to record the consequential terms and conditions owing to the inclusion of Added Areas as also execute and/or register deed of exchange/conveyance or any other agreements or contracts to give effect to the provisions contained in this clause.

**10 TRANSFER AND MANNER:**

- 10.1 TRANSFER:** The Transfer of all Transferable Areas at the Building Complex shall be conducted by and be under the exclusive control and management of the Developer. The minimum rates for booking shall be finalized between the Owner and the Developer before sanction of Building Plans and thereafter the same may be varied by mutual consent of the parties. The Developer shall be entitled to carry out Transfers at the minimum rates or more and on such terms and conditions as the

Developer may deem fit and proper. The parties shall Transfer the Transferable Areas to the Transferees selected by the Developer. In case the Transfer relates to a Unit or constructed area in a Building, the proportionate undivided shares in the land attributable thereto the concerned Transferable Areas shall be Transferred or agreed to be Transferred by the Owner in the manner hereinafter provided and the constructed areas and all other rights, title or interest shall be Transferred or agreed to be so done by the Developer and confirmed by the Owner in the manner required by the Developer.

- 10.2 Publicity and Marketing:** The Developer shall have rights of advertizement and signages for Transfer of the Units, Parking Spaces and other Transferable Areas in all media and to also place any of them at the Subject Property or any part thereof. The branding in respect of the Building Complex shall be done by the Developer using its/group name and brand and those of the marketing agents and other connected persons. The Owner shall be liberty to include its brand in the envisaged Project as Owner of the Subject Property of the same size as the Developer. The Developer may select, appoint or discontinue the Marketing Agents, brokers, sub-brokers and other agents, in consultation with the Owner, for Transfer of the Transferable Areas at such charges and terms and conditions as they may deem fit and proper. The marketing (including brokerage) and publicity cost payable by the Owner shall be 4% of the Owner's share of Realization. The Developer shall raise the invoice in respect of the share of the Owner in the marketing costs on a monthly basis and the same shall be paid by the Owner within 7 days of receiving the invoice.
- 10.3 Bookings and Allotments:** The Developer shall accept bookings and make allotments, in respect of any Unit, Parking Space or other Transferable Areas in favour of any Transferees and to cancel revoke or withdraw the same if the situation so warrants according to the Developer.
- 10.4 Discounts and Schemes:** In case Transfers are slow or the rates made applicable are not found acceptable in the market, then the Developer shall be entitled to give such discounts and employ such schemes as would be conducive to transfers of the Transferable Areas upon intimation to the Owner. In case of a discount or scheme below the rate as mentioned in Clause 10.1 of this Agreement, such scheme or discount shall be implemented only after written consent of the Owner which consent shall not be unreasonably withheld and shall be deemed to have been given if not objected to by the Owner within 10 days of being informed by the Developer to the Owner or the Owner's Named Representative.


- 10.5 Signature to Agreements and Deeds:** All application, allotment, agreements, sale deeds and documents of Transfer shall have both the Owner and the Developer as parties and shall be based on the draft formats prepared by the Advocates for the Project. The Developer shall be at liberty to sign the concerned agreements, letters and deeds on behalf of the Owner pursuant to the power of attorney to be conferred to it hereunder or in pursuance hereof.
- 10.6** The Developer shall deliver possession of the Transferable Areas directly to the Transferees thereof.
- 10.7 ADVOCATES:** All documents of transfer or otherwise shall be such as be drafted by DSP Law Associates, Advocates of 4D Nicco House, 1B & 2 Hare Street, Kolkata-700001.
- 10.8 INTEREST ETC., TO TRANSFEREES ETC.:** If any liability, interest, damage or compensation is payable to any Transferee or other person relating to the Building Complex, otherwise than due to delay or default on the part of the Developer or the Owner in compliance of their respective obligations towards them in accordance with the agreements to be entered with the Transferees, the same shall be payable by the parties in the Agreed Ratio and if the same is payable due to delay or default of any of the parties, the concerned party shall be liable therefor.
- 10.9 LOANS BY TRANSFEREES:** The Transferees shall be entitled to take housing loans for the purpose of acquiring specific Units and Transferable Areas launched from banks, institutions and entities granting such loans. The Owner and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents etc. as be required in this regard by such banks, institutions and entities Provided That there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Building Complex/Subject Property except the Unit and appurtenances under sale or Transfer and save those occasioned due to cancellation of the agreement with the Transferee and to the extent to be mentioned in the agreement for sale to be entered with them. The liability arising out of any such cancellation shall be to the account of the party which is in default.
- 11 FINANCE AND MORTGAGE:** The Owner hereby agrees and permits the Developer to obtain loans and finance for development of the Subject Property from any Banks and/or the Financial Institutions and/or Non-Banking Financial Companies and/or Recognized Foreign Direct Investors by giving mortgage, charge and/or security of the entire Subject Property and also deposit of title deeds but in

no case the Owner's share of Realization shall be mortgaged, charged or given in security and the Owner shall not be liable for repayments thereof. The Developer shall make loan agreement with banks or financial institutions or other financiers by disclosing this Development Agreement and its terms and conditions. The Developer confirms that the bank loan/finance shall be utilized only towards construction of the Project and shall be taken as per the progress of construction. The Developer shall indemnify and keep the Owner fully indemnified against any loss damage cost claim action or proceeding suffered by the Owner owing to any delay or default in repayment of the amounts and dues against any such mortgage by the Developer. The Owner agrees from time to time to provide consents, confirmation and no objections or other documents as may be required for such mortgage or charge to be created by the Developer and also agrees to sign, execute and/or register necessary loan and other agreements or documents and power of attorney with the bankers or financiers in connection with the above.

## 12 SECURITY DEPOSIT:

12.1 The Developer shall deposit with the Owner a sum of Rs.10,00,00,000/- (Rupees Ten Crores only) as and by way of interest free refundable Security Deposit (hereinafter referred to as "**Security Deposit**") and payable as follows:-

12.1.1 Rs.1,00,00,000/- (Rupees one crore) only on or before the execution of this agreement hereof (the receipt whereof the Owner doth hereby as also by the Receipt and Memo hereunder written admit and acknowledge).

12.1.2 Rs. 9,00,00,000/- (Rupees nine crore) only shall be paid by the Developer within 15 days from the date of execution hereof.

12.2 **REFUND OF SECURITY DEPOSIT:** The Owner shall refund the Security Deposit to the Developer as follows:

12.2.1 The Developer shall be entitled to adjust from the Owner's share of Realizations payable to the Owner in terms hereof, 10% (ten percent) towards pro-tanto refund of the Security Deposit and this procedure shall continue until refund of the entirety of the Security Deposit. Any amount if remaining unrefunded on issuance of Completion Certificate for the New Buildings by the Architect shall be refunded by the Owner to the Developer within 15 days of such Completion Certificate.

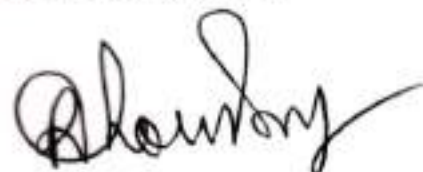
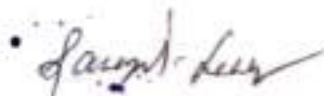
12.3 As security for the refund by the Owner to the Developer of the Security Deposit or any part thereof, the Developer shall have a lien on the Owner's share of

Realization that may be received thereafter and also on portions and shares of the Owner in the unsold areas, if any, remaining unsold.

**13 REALIZATIONS, EXTRAS AND DEPOSITS AND DISTRIBUTION:**

- 13.1** All Realizations on account of Transferable Areas including Units (including terraces, if any, floor rise (if charged) and/or PLC (if charged)) and car parking shall be share in the Agreed Ratio i.e. the Owner shall be entitled to **45% (forty-five percent)** of the Realizations and the Developer shall be entitled to **55% (fifty-five percent)** of the Realizations received in respect of Transfer of Transferable Areas.
- 13.2 PAYMENT TO OWNER:** The entire amounts receivable from the Transferees shall be received by the Developer. Save the portion of the Realizations that may be required to be kept in escrow account under the Real Estate Laws or other applicable laws, the Developer shall out of the remaining Realization in the Distribution Account pay to the Owner the share of the Owner therein as per the Agreed Ratio on a monthly cumulative balance basis after adjustments on account of Security Deposit, Publicity and Marketing Costs, share of Owner in refunds to Transferees, GST (if payable by Owner), TDS under Income Tax laws etc., as applicable. The payments shall be remitted to Bank account of Owner as provided. In case of any error or omission, the same shall be adjusted in the next monthly payments.
- 13.3 EXTRAS AND DEPOSITS:** All Extras and Deposits including, club charges, one-time charges, DG charges, Legal charges, Transformer/ Procurement of Power charges from CESC or WBSEDCL etc. that may be agreed to be charged by the Developer directly from any Transferee (including those mentioned in the **FOURTH SCHEDULE** hereto) shall be taken and received by the Developer to its own account and benefit. The Developer shall be free to add or alter the particulars of Extras and Deposits as mentioned in the said **FOURTH SCHEDULE**.
- 13.4 ACKNOWLEDGMENTS:** The Developer shall be and is hereby authorized to issue receipts on behalf of itself and the Owner for the amounts so received which shall fully bind both the Owner and the Developer.
- 13.5 REPORTS:** The Developer shall send to the Owner's Named Representatives monthly account statements in respect of debits and credits of amounts pertaining to Transfer of Transferable Areas (including retention amounts in escrow account and adjustments thereof as contemplated above).

- 13.6 ERRORS AND OMISSIONS:** All payments made by the parties to each other shall be subject to any errors or omissions and the consequent accounting and settlement when detected.
- 13.7 CONSEQUENCES OF CANCELLATION:** In case due to cancellation of any booking or agreements/contracts or any other reason, any part of the Realizations becomes refundable or payable to any Transferee, the Owner and the Developer shall be liable to refund and pay the same to the extent received by them respectively and if any interest or compensation is payable to any Transferee otherwise than due to default of the Owner or the Developer, the Owner and the Developer shall bear and pay the same in the Agreed Ratio.
- 13.8 ACCOUNTS:** The Developer shall maintain proper separate accounts pertaining to all the transactions relating to Transfer of the Units in the Building Complex received by the Developer.
- 13.9 RECORDS AND INSPECTION:** The records of Transfer of the Complex shall be kept at the place of business of the Developer at its office and the Developer shall not change the same without giving advance **15 days** notice to the Owner in respect of the new place so fixed by the Developer. The Owner's Named Representative shall if so required have upon giving a prior 72 hours notice to the Developer be provided access and liberty to inspect such separate accounts of the Developer relating to transactions for Transfer of the Building Complex and the transfers in the escrow accounts made as per Real Estate Laws and in case any clarification being required by the auditor of the Owner, the same shall be clarified by the Developer. For the purpose of accounting and settlement, the parties shall, if so required by the Developer or found necessary, make all necessary entries and adjustments in their respective books of accounts in respect of their respective shares arising from the Transfer of the Complex.
- 13.10 FINAL ACCOUNTS:** After fulfillment of this Agreement or at such time as the parties mutually agree, the final accounts pertaining to the entire period of continuance of this Agreement or any phase thereof shall be made and finalized by the parties.
- 13.11 ACCEPTANCE OF ACCOUNTS:** The accounts as on any given date shall be deemed to be final and accepted (save for any errors or omissions on the face of the record) if no objection from any party is received in respect thereon within **15 (fifteen) days** of such given date.



**13.12 FINALITY OF MODUS OF DISTRIBUTION:** The modus of distribution mentioned above shall not be challenged or disputed by the Owner or the Developer without the prior mutual written consent of the parties.

**13.13 OWNER'S LIABILITIES TOWARDS EXTRAS AND DEPOSITS:** The Owner shall not be liable to make any contribution on account of Extras and Deposits in respect of the Transferable Areas that are agreed to be sold/transferred in as much as the same would be collected from the Transferees thereof. The Owner shall however pay the Extras and Deposits in respect of unsold and/or separate areas if identified and allocated to the Owner and payment for the same shall be made at the same rates as the Transferees have paid the same.

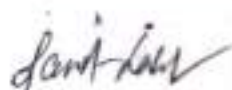
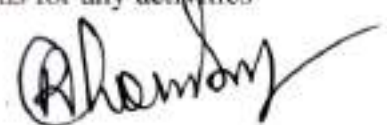
**14 COMMON PURPOSES AND MAINTENANCE IN-CHARGE:**

**14.1 COMMON PURPOSES:** The Owner shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Developer and adopted for or relating to the Common Purposes. Furthermore, while dealing with and/or entering into any agreements and other documents of transfer of any unsold areas allocated to either party, the Owner and the Developer shall respectively necessarily incorporate all rules, regulations restrictions and conditions framed by the Developer in consultation with the Owner's Named Representatives as aforesaid.

**14.2 MAINTENANCE IN-CHARGE:**

**14.2.1** The Developer shall upon Completion of Construction of the Building Complex or any phase thereof form one or more Maintenance Company and/or Association for the Common Purposes and till then, the Developer or its nominee shall be in charge for the Common Purposes. It is expressly agreed and understood that so long as the Developer or its nominee be the Maintenance In-charge, the Owner and/or its nominees or transferees shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred. Further the Developer shall not be bound to continue with such responsibility of administration of the Common Purposes beyond 6 (six) months from the Completion of Construction of the Building Complex.

**14.2.2** Until formation of the Association and handover of the charge of the Common Purposes or any aspect thereof to the Association, the Developer shall be free to appoint different agencies or organizations for any activities

relating to Common Purposes at such consideration and on such terms and conditions as the Developer may deem fit and proper in consultation with the Owner's Named Representatives. All charges of such agencies and organizations shall be part of the Common Expenses.

14.2.3 Notwithstanding any formation of Association or handover of charge to it, neither the Association nor the members thereof or any Transferee shall be entitled to frame any rule or regulation or decide any condition which may affect any right or privileges of the parties hereto.

**15 COVENANTS BY THE OWNER:**

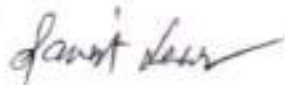
15.1 The Owner doth hereby covenant with the Developer as follows:-

15.1.1 The Owner hereby covenant that each and every representation made by the Owner hereinabove are all true and correct and agree and covenant to perform each and every representation and covenant and the failure in such performance or detection of any representation as false (partially or wholly) or incorrect or misleading shall amount to breach and default of the terms and conditions of this Agreement by the Owner and all consequences in respect thereof shall be for and to the account of and borne and paid by the Owner.

15.1.2 With effect from the date of execution hereof, the Owner shall neither deal with, transfer, let out or create any Encumbrance in respect of the Subject Property or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.

15.1.3 The Owner shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Developer. Further, the current shareholding and management control of the Owner shall not be transferred to any third party (not being family member) till Completion of Construction of the Building Complex, without the prior written consent of the Developer.

15.1.4 That the Owner shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.

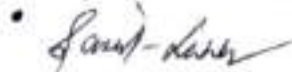
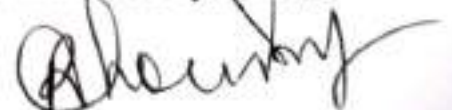

- 15.1.5** That the Owner shall not cause any interference or hindrance in the sanction/modification/addition/alteration of Building Plans in terms hereof, construction and development at the Subject Property by the Developer and/or Transfer of the Developer's Allocation and not to do any act deed or thing whereby any right of the Developer hereunder may be affected.
- 15.1.6** That for all or any of the purposes contained in this Agreement, the Owner shall render all assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time.
- 15.1.7** That the Owner shall ensure that it shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement and shall keep the Developer and all persons deriving right from the Developer fully saved harmless and indemnified from and against all losses, damages, costs, claims, demands, actions or proceeding that may be suffered or incurred by it in this regard.
- 15.1.8** The Owner will bear and pay any tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force on the Owner's Allocation.
- 15.1.9 Authority of Owner' Named Representative:** Unless changed by either the Owner hereafter and communicated to the Developer in writing, only the Owner's Named Representatives shall be and is hereby authorized by the respective Owner to deal with the Developer in all matters involving the Project. Upon change of the representative, the new representative shall be bound therewith. The acts of the Owner's Named Representative of the Owner in all matters referred to herein shall bind the Owner in all matters referred to herein, except that no notice of termination or revocation of this Agreement or the Power of Attorney can be issued by any of the Owner's Named Representatives.

**15.2 COVENANTS BY THE DEVELOPERS:** The Developer doth hereby covenant with the Owner as follows:-

- 15.2.1** That each and every representation made by the Developer hereinabove are all true and correct and agrees and covenants to perform each and every representation.
- 15.2.2** That the Developer doth hereby agree and covenant with the Owner not to do any act deed or thing whereby any right or obligation of the Owner hereunder may be affected or the Owner is prevented from making or proceeding with the compliance of the obligations of the Owner hereunder.
- 15.2.3** That the Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and shall not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.
- 15.2.4** That the Developer may enter upon a LLP or Company and/or joint venture, collaboration, tie-up with any person and also to appoint sub-Developer as the Developer may deem fit and proper. However the obligations of the Developer hereunder shall not be affected thereby.

### **15.3 GST AND TDS ETC.:**

- 15.3.1** The parties shall respectively discharge statutory compliances in respect of TDS or Income Tax related compliances as well as Goods and Service Tax in respect of their respective rights, benefits and obligations under or arising out of this agreement. As for the Transferable Areas other than unsold areas allocated to the Owner, the Developer shall be solely responsible for the compliances of collection and deposit of Goods and Service Tax. If there be any statutory requirement which obliges the Owner to register or pay, then the Owner shall comply with same.
- 15.3.2** The Owner will bear the GST or any other tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force pertaining to the share of the Owner as per Agreed Ratio in the unsold areas on the date of issuance of Completion/Occupancy Certificate by the Panihati Municipality or other concerned Appropriate Authorities or otherwise on the Owner's Allocation, if and as applicable and the same shall be paid within 7 days of demand by the Developer upon the Owner. The Owner shall also be liable to pay the GST or any other tax on its share or portion of any unsold areas allocated to it if and as applicable. The Developer will bear the GST or any other tax and imposition levied by the State

Government, Central Government or any other authority or body or applicable under any law for the time being in force pertaining to the any unsold areas allocated to it, if and as applicable.

**16 ALLOCATION OF UNSOLD AREAS:**

**16.1** In case upon expiry of 30 (Thirty) days from the date of issuance of Completion/Occupancy Certificate in respect of a New Building by the Panihati Municipality or any other concerned Appropriate Authorities, there be or remain unsold Transferable Areas (for which no agreement is entered with any Transferee) (which shall be and are hereinafter referred to as "the **Contingent Residual Areas**"), the parties shall, upon notice in writing given by either party to the other requiring separate allocation and within 15 (fifteen) days of delivery of such notice, by mutual consent divide and allocate the same between them as per the Agreed Ratio and on the following terms and conditions:-

**16.1.1** The Owner and the Developer would be allocated and be entitled to identified units or portions of the Contingent Residual Areas as per the Agreed Ratio. However, if any part of the Security Deposit Amount or other dues of the Owner towards the Developer remains unrefunded or not paid to the Developer, then a portion of the unsold areas, the area whereof shall be sufficient to meet the dues of the Owner, shall be retained by the Developer as Security Area and the same shall be delivered by the Owner only upon payment of the entire dues of the Developer.

**16.1.2** The location of the respective identified areas of the parties comprised in the Contingent Residual Areas shall be identified on *paripassu* basis and the areas so identified for the Owner shall belong to the Owner together with the appurtenant Share in the land comprised in the Subject Property and Common Areas and Installations and shall thenceforth form part of the Owner's Allocation and the areas so identified for the Developer shall belong to the Developer together with the appurtenant Share in the land comprised in the Subject Property and Common Areas and Installations and shall thenceforth form part of the Developer's Allocation.

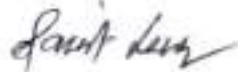
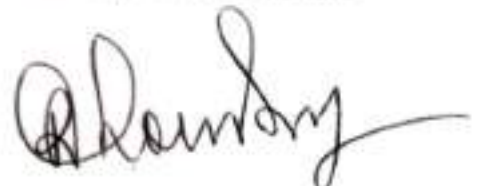
**16.1.3** All other areas agreed to be transferred or transferred prior to separate identification shall continue to be transferred jointly by the Owner and the Developer on the terms and conditions mentioned in this Agreement.



**16.1.4** In case, while demarcating and identifying the respective allocations of the parties as aforesaid, it is found that the areas in any of the Transferable Areas cannot be allocated exactly, then the party receiving less area shall be paid by the party receiving more area a mutually agreed monetary compensation therefor based on valuation as per the prevalent rates thereof.

**16.2 Transfer of the Contingent Residual Areas:** The Owner and the Developer shall be entitled to deal with and dispose of their respective separately Identified allocation forming part of the Contingent Residual Areas to such persons and at such price/consideration as they may respectively deem fit and proper **Provided However That:-**

- (i) After the identification of the Contingent Residual Areas between the Owner and the Developer, the Owner shall be entitled to execute Agreements for Sale and other deeds and documents in favour of the Transferees of the Contingent Residual Areas comprised in the Owner's Allocation and if necessary, register the same. If requested by the Owner, the Developer shall join as a party in such documents without claiming any additional consideration or money. The dealings of the Owner with regard to the Owner's Allocation shall not in any manner fasten or create any additional financial or monetary liabilities upon the Developer.
- (ii) The Owner do hereby accord his consent and authorization to the Developer to enter into the agreements and contracts with the prospective Transferees in respect of the Contingent Residual Areas comprised in the Developer's Allocations or any part thereof without making the Owner a party thereto. However, if so required by the Developer, the Owner shall, notwithstanding the consent and authorization above, and without claiming any consideration or money, join in as confirming party to all such agreements and contracts.
- (iii) Neither party shall make any commitment or enter upon any term which is or may be repugnant to or contrary to those contained or otherwise affects or prejudices the scope of the respective rights and obligations of the parties hereto herein;
- (iv) Any transfer by any party shall be at its own respective risks and consequences;

- (v) The sale of the Units may be done on carpet or built-up or super built-up or other basis as the Developer may from time to time decide for the entire or any part of the Building Complex.
- (vi) All amounts and consideration receivable by the Developer under any agreements, contracts and deeds in respect of the Contingent Residual Areas comprised in the Developer's Allocation shall be to the account of and shall be received realised and appropriated by the Developer exclusively and the Owner shall have no concern therewith.
- (vii) Subject to the other provisions hereof, all amounts and consideration receivable by the Owner under any agreements, contracts and deeds in respect of his portions of the Owner's Allocation shall be received realised and appropriated by them exclusively and the Developer shall have no concern therewith.
- (viii) The Owner shall cause to be paid by the intending Transferees of the Owner's Allocation, the Extras and Deposits in favour of Developer.
- (ix) The Owner shall carry out Transfers preferably through marketing agents of the Developer.

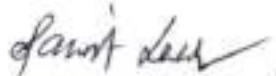
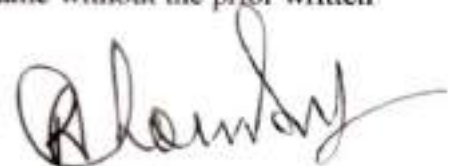
**16.2.2 Notice of completion of the Owner's Contingent Residual Areas:** The delivery from time to time of the Contingent Residual Areas identified exclusively for the Owner shall be intimated by the Developer to the Owner by way of **7 (seven) days** notice, in writing. Within such 7 (seven) days of the Owner receiving such Notice to take possession, the Owner shall take possession of the notified areas. Unless the Owner takes possession within 7 (seven) days upon receiving the Notice of Completion as aforesaid, they shall be deemed to have taken possession of such notified areas on expiry of such notice period of 7 (seven) days.

**16.2.3** Save as aforesaid all other terms and conditions of this Agreement shall apply *mutatis mutandis*.

**17 FORCE MAJEURE:** Notwithstanding anything elsewhere to the contrary contained in this Agreement, the parties hereto shall not be considered to be in default in performance of the obligations or be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the force majeure and time for performance shall remain suspended during the duration of the force majeure,

**18 POWERS OF ATTORNEY:**


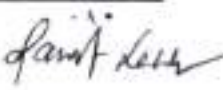

- 18.1** The Owner shall with the execution of these presents execute and/or register one or more Powers of Attorney in favour of the Developer and/or the Developer's nominated persons being namely (1) Mr. Prabir Roychowdhury son of Netai Roychowdhury and (2) Mr. Sanajit Laskar son of Late Jatan Kanta Laskar, or such other person as may be nominated from time to time granting all necessary powers and authorities to effectuate and implement this Agreement including for preparation/sanction/modification/alteration of Building Plans, construction and development of the Subject Property and for all temporary/permanent utilities thereat, sale or otherwise transfer of the Transferable Areas and shares in land all share right title and interest of the Owner in the Building Complex, other than any unilateral action resulting in modification of the agreement that affects the Owner along with the Developer and also otherwise under this Agreement and agree not to modify or alter the same and such power shall subsist during the subsistence of this Agreement.
- 18.2** If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned herein, the Owner shall grant the same to the Developer and/or its nominees at the latter's costs and expenses and agree that the same shall also subsist during the subsistence of this Agreement.
- 18.3 AUTHORITY AND ADDITIONAL POWERS:** It is understood that to facilitate the Building Complex and Transfer of Transferable Areas and administration of the Building Complex and various acts deeds matters and things not herein specified may be required to be done by the Developer for which the Developer may need the authority of the Owner for making or signing of various applications and other documents relating to which specific provisions may not have been mentioned herein. The Owner hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owner shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owner also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.
- 18.4** The said power or powers of attorney to be so granted by the Owner to the Developer and/or its nominee/s shall form an integral part of this Agreement and the Owner shall not be entitled to modify or alter the same without the prior written consent of the Developer.

whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Developer.

- 24 **NO PARTNERSHIP OR AOP:** The Owner and the Developer has entered into this Agreement purely as a contract and 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 (AOP).
- 25 **NOT A PRESENT TRANSFER:** Nothing in this Agreement is intended to or shall be construed as a transfer of possession of the Subject Property at present in favour of the Developer.
- 26 **WAIVERS:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. A waiver on any occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.
- 27 **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written oral or implied.
- 28 **PART UNENFORCEABILITY:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.
- 29 **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 the Owner and the Developer.

30 **DEFAULTS AND CONSEQUENCES:**

  . 

**30.1 DEFAULTS OF OWNER:** In case the Owner fails to make out and maintain a marketable title to the Subject Property in the manner or within the period stipulated therefor and/or fails and/or neglects to comply with all or any of their obligations mentioned in this Agreement in the manner or within the period stipulated therefor, the Developer shall give a notice, in writing, to the Owner giving time of 60 (sixty) days to remedy the default or breach and in case the Owner fail to remedy the same within such 60 (sixty) days, the Owner shall be liable to pay interest @ 15% (fifteen percent) per annum on the Security Deposit and all other amounts for the time being paid or incurred by the Developer on any account relating to the Building Complex and its development and Transfer, for the period of delay and without affecting the obligation to pay interest as above, the Developer shall be entitled to take any one or more of the following recourses in any priority or order as the Developer shall deem fit and proper:-

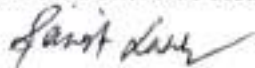
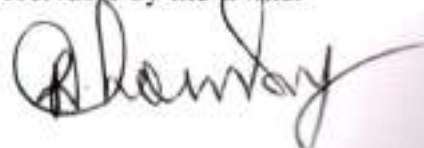
**30.1.1** To itself try and attempt the compliance of the obligation under default, at the cost and expense of the Owner and by paying such amounts and in such manner and on such terms and conditions as the Developer may deem fit and proper and without being liable to the Owner for the result of such attempt. The period taken for such attempt or the compliance pursuant to such attempt shall automatically be added to the time for Completion of Construction granted to the Developer hereunder.

**30.1.2** To exclude the portion or portions as may be the subject matter of such default from being part of the Subject Property and to continue the Project in the balance portion. In case of any such exclusion, the Subject Property shall be varied accordingly.

**30.1.3** To sue the Owner for specific performance of the contract.

**30.1.4** To cancel the contract envisaged herein in respect of whole or part of the Subject Property and in such event the consequences of Cancellation as envisaged in Clause 30.3 shall be followed.

**30.2 EFFECTS OF THE DEVELOPER CARRYING OUT THE OBLIGATIONS OF THE OWNER:** In case the Developer attempting the compliance of the obligation of the Owner under default, the amounts, costs and expenses paid or incurred by the Developer together with interest @ 15% (fifteen percent) per annum thereof shall be the liability of the Owner exclusively and the Developer shall have a lien on the Owner's Allocation for such amount. The amount and interest shall be adjustable out of the share of Realizations receivable by the Owner

and the parties shall instruct the Bankers for necessary adjustment of the same and any residue shall be adjustable against the Contingent Residual Areas of the Owner.

**30.3 CONSEQUENCES OF CANCELLATION:** In case the Developer cancels this Agreement, then notwithstanding anything elsewhere to the contrary contained in this Agreement the following consequences shall apply:

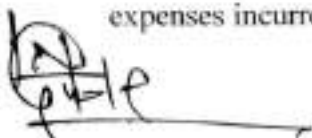
**30.3.1** Any cancellation affecting part of the Subject Property shall not affect the continuance of this Agreement in respect of the remaining parts of the Subject Property.

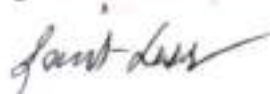
**30.3.2** Any Realization received by either party from the Transferees and required to be refunded owing to cancellation, shall be refunded by the recipient parties respectively and they each shall respectively be liable for any other claims of the Transferees.

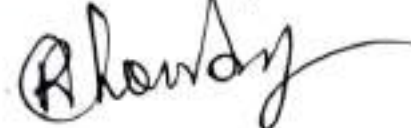
**30.3.3** The entire Security Deposit and all other amounts on any account paid or incurred by the Developer on the Subject Property including on its planning or development or otherwise together with all interest, compensation and damages payable by the Owner under different provisions of this agreement or otherwise, shall immediately and in any event within 7 (seven) days of being demanded by the Developer, become refundable by the Owner to the Developer.

**30.3.4** Nothing contained in the last preceding sub-clauses shall affect the other rights and remedies of the Developer.

**30.4 DEFAULTS BY THE DEVELOPER:** In case the Owner complies with and/or is ready and willing to carry out its obligations as stated herein and the Developer fails and/or neglects to achieve Completion of Construction in terms hereof within the stipulated period and extended period, the Developer shall pay to the Owner for the period of delay, a sum of Rs.1,00,000/- per month as pre-determined compensation Provided That if the Developer has by then made progress in the construction work then the compensation amount shall be reduced pro-rata for the progress made until then and to be decided by arbitration. Without prejudice to its right to receive such pre-determined compensation, the Owner shall be entitled to take over the unfinished works in the Project and to complete the same at the costs and expenses of the Developer together with pre-determined damages liquidated at 15% ( fifteen percent ) of such costs and expenses incurred for completing the unfinished works in which event the liability







to pay monthly pre-determined compensation as above shall cease. The benefits of all sanctions, licenses, permissions, clearances and certificates in respect of the works taken over by the Owner shall stand assigned in favour of the Owner without any cost. In case of such takeover by the Owner, all Realizations of the Developer's Allocation in respect of the Project so taken over accruing from the date of take over shall be exclusively received by the Owner and after adjusting (i) the said costs and expenses incurred by the Owner for completing the unfinished works out of the Developer's entitlement in such Realizations and (ii) the pre-determined liquidated damages, the balance amount of the Developer's entitlement (if any) shall be paid to the Developer. Upon completion of the works and accounting of the same, if it is found that the costs of construction with the said liquidated damages exceed the Realization from the Developer's Allocation, the Developer shall pay the deficit to the Owner, including adjustment out of the unrefunded Security Deposit; and if the same are less than the Realization from the Developer's Allocation, the surplus Realization shall be forthwith paid by the Owner to the Developer. In case the Owner has to borrow funds for completing such unfinished work, then the interest payable to the lender shall also be treated as costs of construction but the Owner shall not be entitled to damage of 15% on such interest amount, it being clarified that the Realizations shall be firstly applied for repayment of the borrowings only. Save as above, in case the Owner comply with and/or is ready and willing to carry out its other obligations as stated herein and the Developer fails and/or neglects to comply with its obligations within the stipulated period, the Owner shall be entitled to sue the Developer for specific performance of the contract and/or damages.

**30.5 UNILATERAL CANCELLATION:** Neither party hereto can unilaterally cancel or rescind this Agreement at any time unless such party is entitled to do so by express terms of this Agreement contained elsewhere herein upon default of the other party.

**30.6 CHOICE OF REMEDIES:** It is clarified that the exercise of any one or more remedy by any party shall not be or constitute a bar for the exercise of any other remedy by the concerned party at any time. Furthermore, the liability of the Owner to pay interest at the rate and in terms of the other clauses of this Agreement shall continue for the entire duration until payment/repayment of the entire dues irrespective of the exercise of the other remedies by the Developer and without affecting the other liabilities of the Developer hereunder.

**31 ACQUISITION AND REQUISITION:**



Santosh



**31.1** Except as contained in Clause 31.2 hereto, in case the Subject Property and/or any portion thereof is acquired or is requisitioned by the Government or any other Body or Authority hereafter but before the Completion of Construction of the Building Complex or the phase on such affected portion and issuance of Completion Certificate thereof by the Architect in respect thereof, then in that event the parties shall contest and challenge such acquisition. If however, acquisition or requisition becomes inevitable, then the parties shall have the following options:-

**31.1.1** **Either** to exclude the portion or portions as may be the subject matter of such acquisition or requisition from being part of the Subject Property and to continue the Project in the balance portion. In case of any such exclusion, the Subject Property shall be varied accordingly and the compensation received in respect of the acquisition or requisition of the acquired portion shall belong to the Owner and the Developer in Agreed Ratio;

**31.1.2** **Or** to cancel this Agreement in its entirety in which event the Consequences of Cancellation mentioned in Clause 30.3 shall apply.

**31.1.3** The Developer shall have a lien and first charge on the amount awarded in respect of such acquisition or requisition towards amounts receivable or recoverable by the Developer in either of the eventualities contemplated in Clause 31 above.

**31.2 ACQUISITION AND REQUISITION AFTER COMPLETION OF THE BULIDING COMPLEX IN ANY PHASE:** In case the Subject Property or any part thereof is acquired or requisitioned after Completion of Construction of the Building Complex in respect thereof or the Phase on the affected portion, then in that event the respective Transferees and allottee parties shall directly contest the acquisition or requisition proceeding and any compensation in respect of the respective areas shall belong to them respectively and otherwise proportionately.

**32 CUSTODY OF ORIGINAL AGREEMENT:** The Developer and the Owner will execute this agreement in duplicate. The original shall be retained by the Developer and the duplicate counterpart shall be retained by the Owner.

**33 NOTICES:** All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of despatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered speed

post without the same being served and a copy of such notice shall be sent by email transmission at the email address mentioned hereinafter (unless changed by any party by notice in writing to the other). None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid. The email address of the Owner shall be ruplfact@gmail.com, sanjay.rajaudyog@gmail.com and of the Developer shall be pradeepbaid15@gmail.com.

- 34 ARBITRATION:** In case there arises any dispute or difference between the parties, the same shall at first be attempted to be reconciled through the process of mediation and each party shall provide its best efforts in such reconciliation. If any dispute or difference is not reconciled through mediation as aforesaid within a period of 60 days, then all such disputes or differences between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/ or the Subject Property or determination of any liability shall be referred to arbitration before a sole arbitrator as may be mutually appointed by the Parties or in accordance with the provisions of Arbitration and Conciliation Act 1996 or any other statutory modification or enactment for the time being in force and the award made thereunder shall be final and binding on the parties. The seat of arbitration shall be Kolkata alone and the language used shall be English alone.
- 35 JURISDICTION:** Only the Courts those having territorial jurisdiction over the Subject Property and High Court at Calcutta shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this Agreement or connected therewith including the arbitration as provided hereinabove.

**SECTION-IV # SCHEDULES**

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(SUBJECT PROPERTY)**

**ALL THAT** the piece or parcel of land containing an area of 3.87 Acre or 387 Satak or 11 Bighas 14 Cottahs 2 Chittack 7 Square feet more or less more or less (documents of title erroneously stated to contain a total area of 4.027 acre or 402.7 satak) situate lying at and being R.S. Dag No. 3408 (containing a total area of 77 satak), R.S. Dag No. 3409 (containing a total area of 65 satak), R.S. Dag No. 3410 (containing a total area of 14 satak), 3411 (containing a total area of 12 satak), 3412 (containing a total area of 16

satak), 3417 (containing a total area of 67 satak), 3418 (containing a total area of 40 satak), 3419 (portion) (containing a total area of 51 satak), 3408/3529 (containing a total area of 33 satak), 3419/3557 (containing a total area of 12 satak) and 3483 (portion) (containing a total area of 48 satak) recorded in R.S. Khatian Nos. 115, 116, 117, 118, 2016 and 2017, all being presently renumbered as L.R. Dag No. 9511 together with several dwelling rooms and other structures on portions thereat in Mouza Sukhchar, J.L. No. 9, Police Station Khardah, Holding No. 224F (formerly Holding No. 186F and theretofore Holding Nos. 8, 7, 11, 12, 13, 14, 15, 16 and 17), Barrackpore Trunk Road, within ward No. 14 of the Panihati Municipality in the District of North 24 Parganas and delineated in the Plan annexed hereto duly bordered thereon in **RED** and the same is butted and bounded as follows:

- On the **North** : Partly by each of R.S. Dag Nos. 3413, 3414, 3416, 3423, 3422, 3420 and 3447;
- On the **South** : Partly by each of R.S. Dag Nos. 3563, 3407, 3561, 3564, 3572, 3483 and 3419;
- On the **East** : Partly by each of R.S. Dag Nos. 3422, 3420, 3447, 3482, 3419, 3483 and 3572; and
- On the **West** : Partly by each of Barrackpore Trunk Road and R.S. Dag Nos. 3414, 3415 and 3416.

**OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished. **BE IT MENTIONED** that the area of the (i) several residential dwelling rooms with cemented flooring on the Subject Property is 59537 Square Feet more or less out of which the ground floor contains 38310 square feet more or less and the first floor contains 21227 square feet more or less and (ii) several residential tin and asbestos sheds with cemented flooring on the Subject Property is 34800 square feet more or less all of which are more than 50 years old and there is no provision for lift in the structures erected at the Subject Property.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**(TENTATIVE COMMON AREAS AND INSTALLATIONS)**

**I. Common Areas & Installations at any building:**

1.1 Electrical wiring and fittings and fixtures for lighting the common areas.

1.2 Electrical installations with main switch and meter and space required therefore in the Building.

- 1.3 Overhead water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the Building.
- 1.4 Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.
- 1.5 Lift, if any.

**2 Common Areas & Installations at the Building Complex:**

- 2.1 Electrical installations and the accessories and wirings in respect of the Building Complex and the space required therefore, if installed.
- 2.2 Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Buildings.
- 2.3 Water waste and sewerage evacuation pipes and drains from the several buildings to the public drains.

**THE THIRD SCHEDULE ABOVE REFERRED TO :**

**SPECIFICATIONS**

1. **Structure:** RCC Superstructure.
2. **Internal walls:** Cement plastering overlaid with Plaster-of-Paris or AAC Block Brickwork overlaid with Putty or Punned Paris.
3. **Doors:** Wooden door frame with flush door.
4. **Windows:** Sliding Aluminum windows with large panes.
5. **Flooring:**
  - (i) Vitrified tiles flooring in living/dining room and bedrooms.
  - (ii) Ceramic anti skit tiles in bathrooms.
6. **Balcony:**
  - (i) Decorative MS railings up to 3 Feet Height.
  - (ii) Provision for full balcony grill (as per design approved by the developer) at extra cost.





(iii) Anti-skid Ceramic Floor Tiles.

7. **Kitchen:**

(i) Granite top platform with stainless steel sink.

(ii) Ceramic tiles dado above platform.

8. **Toilets:**

(i) Ceramic wall tiles up to door height.

(ii) Stainless steel CP fittings.

(iii) Western style WC in all bathrooms.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**EXTRAS AND DEPOSITS**

**Extras shall include:**

- (i) Additions or alterations made in the Unit/Flat at the instance of the Transferees/buyers;
- (ii) Any type of taxes like GST, local taxes, and other statutory levy or tax, etc. payable to any government authority or local body (without however affecting the provisions in respect thereof under the operative part of the Agreement above);
- (iii) All costs, charges, deposits and expenses on account of bringing electricity lines/connections, HT & LT power (including Sub-station, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts payable to the electricity service provider;
- (iv) All costs, charges, deposits and expenses on account of bringing water lines/connections and all the amounts payable to the provider thereof;
- (v) All costs, charges and expenses on account of one or more generators and the like, other power back-up equipment and all their accessories (including cables, panel and the like) for the Complex;
- (vi) For Club, Utility Areas and/or Recreation Facilities;

- (vii) Professional fees, Legal Charges, expenses for preparation and/or registration of agreements, deeds etc.;
- (viii) Mutation Charges post registration;
- (ix) Other Extras as the Developer may decide with the prior written consent of the Owner.

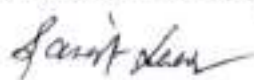
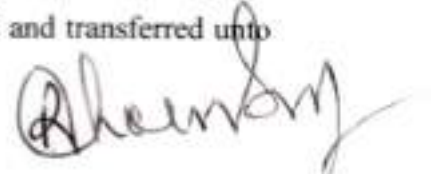
**Deposits shall include:**

- (i) Maintenance Deposit;
- (ii) Sinking Fund Deposit;
- (iii) Advance Municipal Tax Deposit
- (iii) Other deposits as the Developer may decide

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**(CHAIN OF TITLE)**

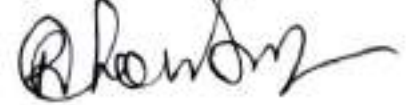
1. One Saral Chandra Ghosh (since deceased) was the sole and absolute owner of 387 satak or 3.87 Acre more or less comprised in R.S. Dag Nos. 3408, 3409, 3410, 3411, 3412, 3417, 3418, 3419, 3408/3529 and 3419/3557 in Mouza Sukchar, Police Station Khardah, Sub-Registry Office Barrackpore in the District of North 24 Parganas (hereinafter referred to as "the **Larger Property**") having purchased the same by way of the following two sale deeds and by virtue of his name being recorded as Raiyat in the Records of Rights published under the Revisional settlement:-
  - a. Sale Deed dated 01<sup>st</sup> February, 1935 and registered with the Registrar of Assurances, Calcutta in Book No. 1, Volume No. 13, Pages 178 to 184 Being No. 365 for the year 1935 whereby one (Smt.) Giri Bala Dassi for the consideration therein mentioned sold conveyed and transferred unto and in favour of Saral Chandra Ghosh hereto All That piece and parcel of land comprised in Dag Nos. 3408, 3409, 3410, 3411, 3412, 3418, 3419, 3408/3529 and 3419/3557 out of the Larger Property.
  - b. Sale Deed dated 28<sup>th</sup> March, 1944 and registered with the Sub-Registrar Barrackpore, North 24 Parganas in Book No. 1, Volume No. 5, Pages 260 to 263 Being No. 310 for the year 1944 whereby one (Smt.) Hemangini Dassi for the consideration therein mentioned sold conveyed and transferred unto

and in favour of the said Saral Chandra Ghosh hereto All That piece and parcel of land comprised in Dag No. 3417 out of the Larger Property.

2. By a Deed of Exchange dated 10<sup>th</sup> August, 1971 made between the said Saral Chandra Ghosh of the First Party and Commercial and Agricultural Investment Private Limited of the Second Party and registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 116, Pages 156 to 165 Being No. 3136 for the year 1971, the said Saral Chandra Ghosh conveyed and transferred All That demarcated portion of land measuring an area of 6 Cottahs 11 Chittacks and 9 Square Feet more or less in the said Dag No. 3419 in favour of Commercial and Agricultural Investment Private Limited and in exchange, the said Commercial and Agricultural Investment Private Limited conveyed and transferred All That demarcated portion of land measuring 6 Cottahs 11 Chittacks and 9 Square Feet more or less out of the Dag No. 3483 forming an additional part of the Larger Property in favour of the said Saral Chandra Ghosh in the said Mouza Sukchar absolutely and forever.
3. The said Saral Chandra Ghosh thus became the sole and absolute owner of All That piece and parcel of land containing an area of 387 satak or 3.87 Acre more or less comprised in R.S. Dag Nos. 3408, 3409, 3410, 3411, 3412, 3417, 3418, 3419, 3408/3529, 3419/3557 and 3483 in Mouza Sukchar, Police Station Khardah, Sub-Registry Office Barrackpore in the District of North 24 Parganas being the Subject Property.
4. The said Saral Chandra Ghosh, a Hindu, governed under the Dayabhaga School of Hindu Law died intestate leaving him surviving his only son Sisir Kumar Ghosh as his only heir and legal representative who upon his death inherited and became entitled to the Subject Property, absolutely. Wife of Saral Kumar Ghosh predeceased him.
5. By the following eight sale deeds dated 14<sup>th</sup> August 1982 and registered with Registrar of Assurances, Calcutta, the said Sisir Kumar Ghosh for the consideration therein mentioned sold conveyed and transferred his entire parts or shares of and in the Subject Property to Manju Rani Agarwal, Sabitri Devi Agarwal, Jagadish Prasad Agarwal (as Karta of J.P. Agarwala & Sons (HUF)), Kailash Chandra Agarwal (as Karta of K.C. Agarwal & Sons (HUF)), Om Prakash Shroff, Nawal Kishore Agarwal (as Karta of N.K. Agarwal & Sons (HUF)), Tara Devi Saraf, Raj Kumari Agarwal, absolutely and forever:-
  - a. Indenture of Conveyance registered in Book No. I, Volume No. 10, Pages 131 to 144 Being No. 7079 for the year 1982 executed in favour of Kailash Chandra Agarwal hereto (as Karta of K.C. Agarwal & Sons (HUF)) in respect of All That piece and parcel of land containing an area of 1 Bigha 5



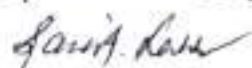
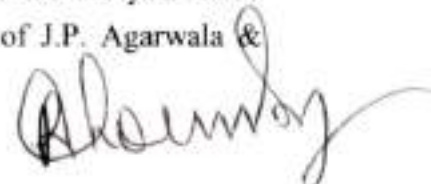


Cottahs 9 Chittacks and 25 square feet more or less with a common passage of 307 square metres in Dag Nos. 3409, 3410.

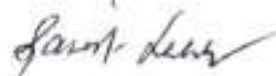
- b. Indenture of Conveyance registered in Book No. I, Volume No. 10, Pages 145 to 158 Being No. 7080 for the year 1982 executed in favour of Nawal Kishore Agarwal hereto (as Karta of N.K. Agarwal & Sons (HUF)) in respect of All That piece and parcel of land containing an area of 1 Bigha 5 Cottahs 3 Chittacks and 23 square feet more or less with a common passage of 232 square metres in Dag Nos. 3408/3529, 3412 and 3408.
- c. Indenture of Conveyance registered in Book No. I, Volume No. 10, Pages 159 to 172 Being No. 7081 for the year 1982 executed in favour of (Smt.) Sabitri Debi Agarwala hereto in respect of All That piece and parcel of land containing an area of 1 Bigha 3 Cottahs 9 Chittacks and 41 square feet more or less with a common passage of 480 square metres in Dag Nos. 3418, 3419 and 3419/3557.
- d. Indenture of Conveyance and registered in Book No. I, Volume No. 10, Pages 173 to 175 and 178 to 187 Being No. 7082 for the year 1982 executed in favour of (Smt.) Manju Rani Agarwal hereto in respect of All That piece and parcel of land containing an area of 1 Bigha 3 Cottahs 2 Chittacks and 16 square feet more or less with a common passage of 262 square metres in Dag Nos. 3417 and 3418.
- e. Indenture of Conveyance and registered in Book No. I, Volume No. 10, Pages 188 to 201 Being No. 7083 for the year 1982 executed in favour of Jagadish Prasad Agarwala hereto (as Karta of J.P. Agarwala & Sons (HUF)) in respect of All That piece and parcel of land containing an area of 1 Bigha 8 Cottahs 2 Chittacks and 36 square feet more or less with a common passage of 500 square metres in Dag Nos. 3409, 3419, 3483 (portion) and 3419/3557.
- f. Indenture of Conveyance and registered in Book No. I, Volume No. 10, Pages 202 to 215 Being No. 7084 for the year 1982 executed in favour of (Smt.) Raj Kumari Agarwal hereto in respect of All That piece and parcel of land containing an area of 1 Bigha 5 Cottahs 5 Chittacks and 3 square feet more or less with a common passage of 237 square metres in Dag Nos. 3408, 3411, 3412 and 3408/3529.
- g. Indenture of Conveyance and registered in Book No. I, Volume No. 10, Pages 216 to 229 Being No. 7085 for the year 1982 executed in favour of Om Prakash Shroff hereto in respect of All That piece and parcel of land containing an area of 1 Bigha 5 Cottahs 11 Chittacks and 43 square feet

more or less with a common passage of 259 square metres in Dag Nos. 3408, 3409, 3410 and 3411.

- h. Indenture of Conveyance and registered in Book No. I, Volume No. 10, Pages 230 to 244 Being No. 7086 for the year 1982 executed in favour of (Smt.) Tara Devi Saraf hereto in respect of All That piece and parcel of land containing an area of 1 Bigha 5 Cottahs 4 Chittacks and 33 square feet more or less with a common passage of 500 square metres in Dag No. 3417.
6. By the following eight sale deeds and registered with Additional District Sub-Registrar Barrackpore, North 24 Parganas, the said (Smt.) Manju Rani Agarwal, (Smt.) Sabitri Devi Agarwal, Jagadish Prasad Agarwal (as Karta of J.P. Agarwala & Sons (HUF)), Kailash Chandra Agarwal (as Karta of K.C. Agarwal & Sons (HUF)), Om Prakash Shroff, Nawal Kishore Agarwal (as Karta of N.K. Agarwal & Sons (HUF)), (Smt.) Tara Devi Saraf, (Smt.) Raj Kumari Agarwal for the consideration therein mentioned sold conveyed and transferred their entire respective entire parts or shares of and in the Subject Property to LNOP Products (Private) Limited, absolutely and forever:-
- a. Indenture of Conveyance dated 29<sup>th</sup> May 2000 and registered in Book No. I, Volume No. 133, Pages 271 to 290 Being No. 5287 for the year 2000 whereby the said Kailash Chandra Agarwal (as Karta of K.C. Agarwal & Sons (HUF)) sold conveyed and transferred All That piece and parcel of land containing an area of 1 Bigha 5 Cottahs 9 Chittacks and 25 square feet more or less with a common passage of 307 square metres in Dag Nos. 3409 and 3410.
- b. Indenture of Conveyance dated 29<sup>th</sup> May 2000 and registered in Book No. I, Volume No. 133, Pages 291 to 310 Being No. 5288 for the year 2000 whereby the said (Smt.) Sabitri Devi Agarwal sold conveyed and transferred All That piece and parcel of land containing an area of 1 Bigha 3 Cottahs 9 Chittacks and 41 square feet more or less with a common passage of 480 square metres in Dag Nos. 3418, 3419 and 3419/3557.
- c. Indenture of Conveyance dated 31<sup>st</sup> May 2000 and registered in Book No. I, Volume No. 133, Pages 311 to 330 Being No. 5289 for the year 2000 whereby the said Om Prakash Shroff sold conveyed and transferred All That piece and parcel of land containing an area of 1 Bigha 5 Cottahs 11 Chittacks and 43 square feet more or less with a common passage of 259 square metres in Dag Nos. 3408 to 3411.
- d. Indenture of Conveyance dated 29<sup>th</sup> May 2000 and registered in Book No. I, Volume No. 133, Pages 387 to 406 Being No. 5292 for the year 2000 whereby the said Jagadish Prasad Agarwal (as Karta of J.P. Agarwala &

- Sons (HUF)) sold conveyed and transferred All That piece and parcel of land containing an area of 1 Bigha 8 Cottahs 2 Chittacks and 36 square feet more or less with a common passage of 500 square metres in Dag Nos. 3409, 3419, 3483, 3419/3557.
- e. Indenture of Conveyance dated 31<sup>st</sup> May 2000 and registered in Book No. I, Volume No. 134, Pages 1 to 20 Being No. 5293 for the year 2000 whereby the said (Smt.) Tara Devi Saraf sold conveyed and transferred All That piece and parcel of land containing an area of 1 Bigha 5 Cottahs 4 Chittacks and 33 square feet more or less with a common passage of 500 square metres in Dag No. 3417.
  - f. Indenture of Conveyance dated 31<sup>st</sup> May 2000 and registered in Book No. I, Volume No. 134, Pages 21 to 40 Being No. 5294 for the year 2000 whereby the said Nawal Kishore Agarwal (as Karta of N.K. Agarwal & Sons (HUF)) sold conveyed and transferred All That piece and parcel of land containing an area of 1 Bigha 5 Cottahs 3 Chittacks and 23 square feet more or less with a common passage of 232 square metres in Dag Nos. 3408, 3408/3529 and 3412.
  - g. Indenture of Conveyance dated 31<sup>st</sup> May 2000 and registered in Book No. I, Volume No. 134, Pages 41 to 60 Being No. 5295 for the year 2000 whereby the said (Smt.) Raj Kumari Agarwal sold conveyed and transferred All That piece and parcel of land containing an area of 1 Bigha 5 Cottahs 5 Chittacks and 3 square feet more or less with a common passage of 237 square metres in Dag Nos. 3408, 3411, 3412, 3408/3529.
  - h. Indenture of Conveyance dated 29<sup>th</sup> May 2000 and registered in Book No. I, Volume No. 134, Pages 61 to 82 Being No. 5296 for the year 2000 whereby the said (Smt.) Manu Rani Agarwal sold conveyed and transferred All That piece and parcel of land containing an area of 1 Bigha 3 Cottahs 2 Chittacks and 16 square feet more or less with a common passage of 262 square metres in Dag Nos. 3417 and 3418.
7. By an Order dated 3<sup>rd</sup> August 2009 in Company Petition No. 168 of 2009 connected with Company Application No. 203 of 2009 in the Hon'ble High Court at Calcutta the said LNOP Products (Private) Limited, amongst other companies, was amalgamated with Raja Udyog Private Limited (the Owner hereto) and, inter alia, all tangible assets (including the Subject Property) stood transferred to and vested in the said Raja Udyog Private Limited, absolutely.

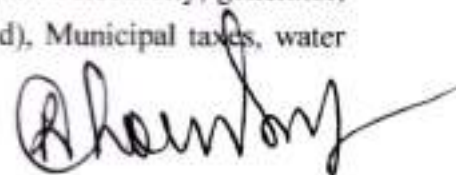

8. The Owner has caused to be mutated its name in the records of the Panihati Municipality under holding No. 224F B T Road and has been paid upto date municipal taxes.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**(DEFINITIONS)**

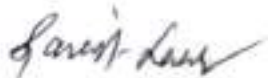
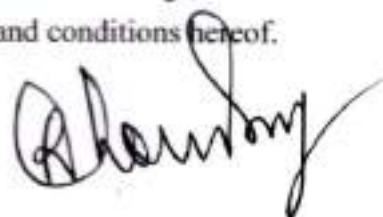
- (i) **"Agreed Ratio"** shall mean the ratio of sharing or distribution in Realizations and several other matters referred to herein between the Owner and the Developer which shall be **45% (forty five percent)** of the Owner and **55% (fifty five percent)** of the Developer.
- (ii) **"Appropriate Authorities"** shall according to the context mean all or any of the Central or State Government or any department thereof and/or its officers and functionaries and also all other State, Executive, Judicial or Quasi-Judicial authorities, Local Authority, Government Company, Statutory Bodies and/or other authorities and include municipal authority including Panihati Municipality, Collector, Municipal Engineering Directorate, Zilla Parishad, Planning Authority, Development Authority, B.L.&L.R.O., D.L.&L.R.O., Collector, Real Estate Authorities, Fire Brigade, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Airport Authority, Police Authorities, Law Enforcement Authorities, Environment Authorities, Pollution Control Authorities, Fire Service Authorities, Land Acquisition Collector, Insurance Companies, Income Tax Authorities, Goods and Service Tax Authorities, Courts, Tribunals, Judicial and Quasi-Judicial authorities and forums having jurisdiction over the relevant activity and include the concerned Service/Utility Providers for electricity, water, drainage, sewerage, lift, generator, telecom, television, wireless connectivity, digital and other utilities whatsoever or howsoever.
- (iii) **"Building Complex"** shall mean and include the Subject Property and the New Buildings (including the Units, Parking Spaces and roof etc.) thereat with the Common Areas and Installations and open and covered spaces as may be planned by the Developer thereat.
- (iv) **"Building Plans"** shall mean the one or more Building Permits and Plans from time to time issued and sanctioned by the Appropriate Authorities for construction of New Buildings or any of them at Subject Property or any parts or portions thereof and shall include all modifications and/or alterations thereto as also all extensions and/or renewals thereof;

- (v) **"Common Areas and Installations"** shall according to the context mean and include the areas installations and facilities comprised in and for the individual New Buildings and/or the Subject Property and/or any segment thereof and/or other part or parts thereof as may be expressed or intended by the Developer from time to time for use in common, with rights to the Developer to identify or specify different part or parts of the Common Areas and Installations for the different buildings/segments/portions and/or for different group of Transferees and/or such other persons as the Developer may deem fit and proper. A tentative list of the proposed Common Areas and Installations is mentioned in the **SECOND SCHEDULE** hereunder written but the same is subject to modifications or changes as may be made by the Developer therein.
- (vi) **"Common Purposes"** shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the transferees thereof; collection and disbursement of the common expenses; the purpose of regulating mutual rights, obligations and liabilities of the Transferees thereof; and dealing with all matters of common interest of the Transferees thereof.
- (vii) **"Completion of Construction"** in respect of any constructed area forming part of the Building Complex shall mean the compliance of requirements mentioned in clause 9.1.3 hereto.
- (viii) **"Developer's Realization Share"** shall mean and include the share of the Developer as per the Agreed Ratio i.e. 55% (fifty-five percent).
- (ix) **"Developer's Allocation"** shall mean and include the Developer's Realization Share and the shares or portions in unsold areas, allocable to the Developer hereunder and all other properties and rights belonging to the Developer in terms hereof.
- (x) **"Encumbrances"** shall include mortgages, charges, security interest, liens (including negative lien), lis pendens, hypothecations, attachments, leases, tenancies, bargadar, occupancy rights, licenses, uses, debutters, trusts, bankruptcy, insolvency, wakfs, acquisition, requisition, vesting, any other encumbrance, claims, demands and liabilities whatsoever or howsoever;
- (xi) **"Extras and Deposits"** shall be such amounts on account of electricity, generator, club (if any), air-conditioning of apartments (if installed), Municipal taxes, water



charges (if any), professional fees of advocates for the Building Complex, maintenance deposits, sinking fund deposits and other heads as may be taken by the Developer from the Transferees in the Project against corresponding expenses and also deposits and funds to cover common expenses which shall eventually be transferred to the maintenance association and including those mentioned in **FOURTH SCHEDULE** hereto subject to any variations as per Clause 13.3 hereto.

- (xii) **"Force Majeure"** shall mean any event or combination of events or circumstances beyond the control of a Party including (a) Acts of God i.e. fire, draught, flood, earthquake, storm, lightning, epidemics, pandemic and other natural disasters; (b) Explosions or accidents, air crashes; (c) General strikes and/or lock-outs, civil disturbances, curfew etc.; (d) Civil commotion, insurgency, war or enemy action or terrorist action; (e) Change in Law, Rules and Regulations, injunctions, prohibitions, or stay granted by court of law, Arbitrator, Government; (f) Non-functioning of any existing or new Appropriate Authorities due to any reason whatsoever including any lockdown imposed by the Government of India or the Government of West Bengal and (g) any other reasons beyond the control of the party claiming the same.
- (xiii) **"New Buildings"** shall mean the multiple buildings and other structures to be constructed from time to time at or portion/s of the Subject Property.
- (xiv) **"Owner's Realization Share"** shall mean and include the share of the Owner as per the Agreed Ratio i.e. 45% (forty-five percent).
- (xv) **"Owner's Allocation"** shall mean and include the Owner's Realization Share and the shares or portions in unsold areas and allocable to the Owner hereunder and all other properties and rights belonging to the Owner in terms hereof.
- (xvi) **"Owner's Named Representatives"** shall, unless changed by intimation in writing given by the respective Owner to the Developer hereafter in terms of clause 15.1.9, mean Mr. Loknath Prasad Gupta son of late Badri Prasad Gupta representing the Owner
- (xvii) **"Project"** shall mean and include (a) development of Building Complex at the Subject Property by the Developer, (b) Transfer of Transferable Areas and sharing of Realizations in the Agreed Ratio in the manner agreed to herein and (c) administration by the Developer of Common Purposes until handing over to the Association or until specified period, all as per the terms and conditions hereof.

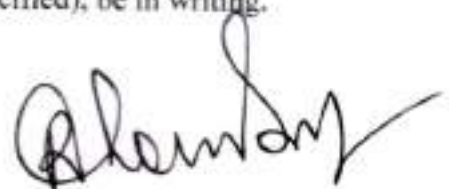
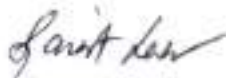
- (xviii) **"Parking Spaces"** shall mean the spaces at the Building Complex including at covered space, open area or under a shade at the open area or mechanized multilevel systems for parking of motor cars and/or two-wheelers.
- (xix) **"Real Estate Laws"** shall mean the Real Estate (Regulation and Development) Act, 2016 as applicable to West Bengal and include all the amendments and substitutes thereof and also all rules, regulations and byelaws framed thereunder.
- (xx) **"Realization"** shall mean and include the amounts received towards consideration for Transfer of the Units, Parking Spaces and other Transferable Areas from time to time and include amounts if any received on account of PLC and Floor Rise escalation; but shall not include any amounts received on any other account including but not limited to of Goods and Service Tax and any other taxes and Extras and Deposits, etc.;
- (xxi) **"Subject Property"** shall mean the pieces or parcels of land comprised in R.S Dag Nos. 3408, 3409, 3410, 3411, 3412, 3417, 3418, 3419, 3408/3529, 3419/3557 and 3483 in Mouza Sukhchar, J.L. No. 9, Police Station Khardah, Holding No. 224F, Barrackpore Trunk Road, within ward No. 14 of the Panihati Municipality in the District of North 24 Parganas and morefully and particularly described in the **FIRST SCHEDULE** hereunder written.
- (xxii) **"Transfer"** (with their respective grammatical variations) shall include transfers primarily by sale and also by lease or otherwise as decided by the Developer and any transfer by lease or otherwise shall be so decided by the Developer in consultation with the Owner.
- (xxiii) **"Transferable Areas"** shall include Units residential and commercial units, flats, parking spaces and any property benefit or right in the proposed Building Complex that can be transferred.
- (xxiv) **"Transferees/Buyers"** shall mean the persons to whom any Transferable Areas in the Building Complex is Transferred or agreed to be Transferred.
- (xxv) **"Units"** shall mean and include the
- (a) **"Residential Units"** meaning the flats, apartments etc for residential use in any New Building at the Subject Property; and
- (b) **"Commercial Units"** meaning office spaces, shops, mall, multiplex, constructed/covered spaces or the like for use as commercial, semi-

commercial, assembly, educational, mercantile or any other use other than residential;

(c) but shall not include any common areas and installations or Parking Spaces;

## 2 INTERPRETATION:

- 2.1 Reference to any clause shall mean such clause of this Agreement and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this Agreement and include any parts of such Schedule.
- 2.2 Headings, Clause Titles, Capitalized expressions and Bold expressions are given for convenience only.
- 2.3 Words of any gender are deemed to include those of the other gender;
- 2.4 Words using the singular or plural number also include the plural or singular number, respectively;
- 2.5 The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Articles of this Agreement, as the case may be;
- 2.6 Reference to the word "include" shall be construed without limitation;
- 2.7 The Schedules/Annexure and recitals hereto shall constitute an integral part of this Agreement and any breach of the stipulations contained in the Schedule shall be deemed to be a breach of this Agreement;
- 2.8 Reference to a document, instrument or agreement (including, without limitation, this Agreement) is a reference to any such document, instrument or agreement as modified, amended, varied, supplemented or novated from time to time in accordance with the provisions.
- 2.9 Where any act is prohibited by the terms of this Agreement, none of the Parties will knowingly permit or omit to do anything, which will allow that act to be done.
- 2.10 Where any notice, consent, approval, permission or certificate is required to be given by any party to this Agreement such notice, consent, approval, permission or certificate must (except where otherwise expressly specified), be in writing.



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

COMMON SEAL of the OWNER  
RAJA UDYOG PRIVATE LIMITED  
has hereunto been affixed by its Director  
LOKNATH PRASAD GUPTA  
pursuant to the resolution passed in the  
meeting of its Board of Directors held  
on 02-09-2024 who in token of  
acceptance thereof have executed these  
presents at **Kolkata** in the presence of:

*Sanjay Chakraborty*  
187 P/1, B.T. Road  
Kolkata - 700115  
*Pravin Prasad*

For Raja Udyog Pvt. Ltd.

*LoKNATH PRASAD GUPTA*

Director

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

*Sanjay Chakraborty*  
(SANJOY CHAKRABORTY)  
*Pravin Prasad*  
2 Haz Street  
Kolkata-01

SAGNIK EXPORT (INDIA) PVT. LTD.

*Shantanu*

Director

SAGNIK EXPORT (INDIA) PVT. LTD.

*Sanjay Chakraborty*

Director

RECEIPT AND MEMO OF CONSIDERATION

**RECEIVED** from the withinnamed Developer the withinmentioned sum of Rs.10000000/- (Rupees one crore only) towards part payment of the Security Deposit in terms hereof out of cheque no. 000023 dated 31.05.2024 drawn on HDFC Bank.

WITNESSES:

Rajesh Bagaria  
Adv.

Dilip kr. mahato  
2 Hare street/  
Kolkata - 700001

**For Raja Udyog Pvt. Ltd.**

  
Director

Drafted by me:-

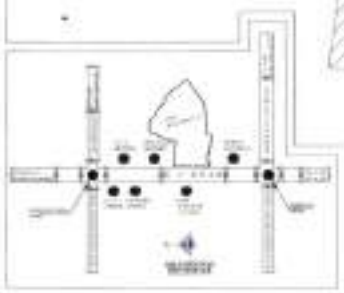
Rajesh Bagaria  
Adv.

2 Hare Street  
Kolkata - 01

11/11/24

SAGNIK EXPORT (INDIA) PVT. LTD.

*Bhawan*  
Director



PLAN SHOWING LANDED PROPERTY AT 214F, B.T. ROAD NEAR SUKCHAR GIRIA NORTH 14 PGS. KOLKATA-700011















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LAYOUT PLAN OF THE LAND AND EXISTING CONSTRUCTION


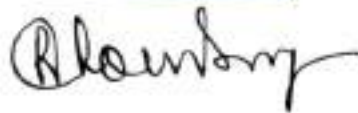










For Raja Udyog Pvt. Ltd.


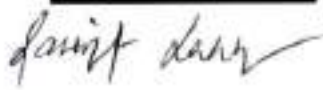










*[Signature]*  
Director

SAGNIK EXPORT (INDIA) PVT. LTD.

*[Signature]*  
Director

<i>Finger prints of the executant</i>					
 					
	<b>Little</b>	<b>Ring</b>	<b>Middle (Left</b>	<b>Fore Hand)</b>	<b>Thumb</b>
					
	<b>Thumb</b>	<b>Fore</b>	<b>Middle (Right</b>	<b>Ring Hand)</b>	<b>Little</b>

<i>Finger prints of the executant</i>					
 					
	<b>Little</b>	<b>Ring</b>	<b>Middle (Left</b>	<b>Fore Hand)</b>	<b>Thumb</b>
					
	<b>Thumb</b>	<b>Fore</b>	<b>Middle (Right</b>	<b>Ring Hand)</b>	<b>Little</b>

<i>Finger prints of the executant</i>					
 					
	<b>Little</b>	<b>Ring</b>	<b>Middle (Left</b>	<b>Fore Hand)</b>	<b>Thumb</b>
					
	<b>Thumb</b>	<b>Fore</b>	<b>Middle (Right</b>	<b>Ring Hand)</b>	<b>Little</b>

### Major Information of the Deed

Deed No :	I-1904-13792/2024	Date of Registration	18/09/2024
Query No / Year	1904-2002441722/2024	Office where deed is registered	
Query Date	13/09/2024 4:22:53 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Subhash Naskar 1B And 2, Hare Street, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9123314639, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,00,00,000/-]		
Set Forth value	Market Value		
	Rs. 58,93,92,737/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,121/- (Article:48(g))	Rs. 1,00,105/- (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:- Khardaha, Municipality: PANIHATI, Road: B.T. Road, Mouza: Sukhchar, , Ward No: 014, Holding No:224F JI No: 0, Pin Code : 700115

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-3408	RS-116	Bastu	Bastu	77 Dec		10,45,33,352/-	Property is on Road
L2	RS-3409	RS-115	Bastu	Bastu	65 Dec		8,82,42,440/-	Property is on Road
L3	RS-3410	RS-115	Bastu	Bastu	14 Dec		1,90,06,064/-	Property is on Road
L4	RS-3411	RS-116	Bastu	Bastu	12 Dec		1,62,90,912/-	Property is on Road
L5	RS-3412	RS-118	Bastu	Bastu	16 Dec		2,17,21,216/-	Property is on Road
L6	RS-3417	RS-2016	Bastu	Bastu	67 Dec		9,09,57,592/-	Property is on Road
L7	RS-3418	RS-117	Bastu	Bastu	40 Dec		5,43,03,040/-	Property is on Road
L8	RS-3419	RS-2016	Bastu	Bastu	39.928 Dec		5,42,02,579/-	Property is on Road
L9	RS-3408/3529	RS-118	Bastu	Bastu	33 Dec		4,48,00,008/-	Property is on Road
L10	RS-3419/3557	RS-118	Bastu	Bastu	12 Dec		1,62,90,912/-	Property is on Road
L11	RS-3483	RS-2017	Bastu	Bastu	25.774 Dec		3,63,47,740/-	Property is on Road
		<b>TOTAL :</b>			<b>402.7Dec</b>	<b>0 /-</b>	<b>5466,95,855 /-</b>	
		<b>Grand Total :</b>			<b>402.7Dec</b>	<b>0 /-</b>	<b>5466,95,855 /-</b>	

**Structure Details :**

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2, L3, L4, L5, L6, L7, L8, L9, L10, L11	59537 Sq Ft.	0/-	3,46,05,882/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 38310 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 40 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 21227 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 40 Years, Roof Type: Pucca, Extent of Completion: Complete</p>					
S2	On Land L1, L2, L3, L4, L5, L6, L7, L8, L9, L10, L11	34800 Sq Ft.	0/-	80,91,000/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 34800 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 40 Years, Roof Type: Tin Shed, Extent of Completion: Complete</p>					
<b>Total :</b>		<b>94337 sq ft</b>	<b>0 /-</b>	<b>426,96,882 /-</b>	






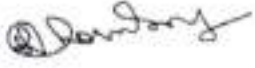



**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>RAJA UDYOG PRIVATE LIMITED</b> 16F, B. T. Road, Sukhchar Girja, City:- Khardah, P.O:- Sukchar, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700115 Date of Incorporation:XX-XX-2XX1 , PAN No.:: AAxxxxxx4P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>SAGNIK EXPORT I PVT. LIMITED</b> P-9, Motijheel Avenue, City:- Dum Dum, P.O:- Motijheel, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700074 Date of Incorporation:XX-XX-1XX5 , PAN No.:: AAxxxxxx5D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<p><b>Name</b></p> <p><b>Loknath Prasad Gupta</b>                      Son of Late Badri Prasad Gupta                      Date of Execution - 18/09/2024, , Admitted by: Self, Date of Admission: 18/09/2024, Place of Admission of Execution: Office</p>	 <p>Sep 18 2024 1:12PM</p>	 <p>Captured</p> <p>LTI 18/09/2024</p>	 <p>18/09/2024</p>
<p>, 31, B. T. Road, Titagarh, City:- Titagarh, P.O:- Titagarh, P.S:-Titagarh, District:-North 24-Parganas, West Bengal, India, PIN:- 700119, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX8 , PAN No.:: ADxxxxxx0F, Aadhaar No: 89xxxxxxxx5641 Status : Representative, Representative of : RAJA UDYOG PRIVATE LIMITED (as Director)</p>				
2	<p><b>Name</b></p> <p><b>Prabir Roy Chowdhury</b>                      Son of Netal Roy Chowdhury                      Date of Execution - 18/09/2024, , Admitted by: Self, Date of Admission: 18/09/2024, Place of Admission of Execution: Office</p>	 <p>Sep 18 2024 1:11PM</p>	 <p>Captured</p> <p>LTI 18/09/2024</p>	 <p>18/09/2024</p>
<p>, BF-14, BF Block, Salt Lake, Sector - I, VTC Bidhannagar (M), City:- Bidhannagar, P.O:- Bidhannagar CC Block, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700074, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX4 , PAN No.:: ADxxxxxx1H, Aadhaar No: 32xxxxxxxx7795 Status : Representative, Representative of : SAGNIK EXPORT I PVT. LIMITED (as Director)</p>				
3	<p><b>Name</b></p> <p><b>Sanajit Laskar (Presentant )</b>                      Son of Late Jatan Kanta Laskar                      Date of Execution - 18/09/2024, , Admitted by: Self, Date of Admission: 18/09/2024, Place of Admission of Execution: Office</p>	 <p>Sep 18 2024 1:12PM</p>	 <p>Captured</p> <p>LTI 18/09/2024</p>	 <p>18/09/2024</p>
<p>, 22A, Tara Shankar Sarani, Tala Park Avenue, City:- , P.O:- Tala, P.S:-Tala, District:-North 24-Parganas, West Bengal, India, PIN:- 700037, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX2 , PAN No.:: ABxxxxxx4R, Aadhaar No: 46xxxxxxxx5883 Status : Representative, Representative of : SAGNIK EXPORT I PVT. LIMITED (as Director)</p>				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<p><b>Sanjoy Chakraborty</b>                      Son of Ajoy Chakraborty                      187F/1, B T Road Sodepur, Panihati (M), City:- , P.O:- Sodepur, P.S:-Sodepur, District:-North 24-Parganas, West Bengal, India, PIN:- 700115</p>	 <p>18/09/2024</p>	 <p>Captured</p> <p>18/09/2024</p>	 <p>18/09/2024</p>

Identifier Of Loknath Prasad Gupta, Prabir Roy Chowdhury, Sanajit Laskar

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	RAJA UDYOG PRIVATE LIMITED	SAGNIK EXPORT I PVT. LIMITED-77 Dec

**Transfer of property for L10**

Sl.No	From	To. with area (Name-Area)
1	RAJA UDYOG PRIVATE LIMITED	SAGNIK EXPORT I PVT. LIMITED-12 Dec

**Transfer of property for L11**

Sl.No	From	To. with area (Name-Area)
1	RAJA UDYOG PRIVATE LIMITED	SAGNIK EXPORT I PVT. LIMITED-26.774 Dec

**Transfer of property for L2**

Sl.No	From	To. with area (Name-Area)
1	RAJA UDYOG PRIVATE LIMITED	SAGNIK EXPORT I PVT. LIMITED-65 Dec

**Transfer of property for L3**

Sl.No	From	To. with area (Name-Area)
1	RAJA UDYOG PRIVATE LIMITED	SAGNIK EXPORT I PVT. LIMITED-14 Dec

**Transfer of property for L4**

Sl.No	From	To. with area (Name-Area)
1	RAJA UDYOG PRIVATE LIMITED	SAGNIK EXPORT I PVT. LIMITED-12 Dec

**Transfer of property for L5**

Sl.No	From	To. with area (Name-Area)
1	RAJA UDYOG PRIVATE LIMITED	SAGNIK EXPORT I PVT. LIMITED-16 Dec

**Transfer of property for L6**

Sl.No	From	To. with area (Name-Area)
1	RAJA UDYOG PRIVATE LIMITED	SAGNIK EXPORT I PVT. LIMITED-67 Dec

**Transfer of property for L7**

Sl.No	From	To. with area (Name-Area)
1	RAJA UDYOG PRIVATE LIMITED	SAGNIK EXPORT I PVT. LIMITED-40 Dec

**Transfer of property for L8**

Sl.No	From	To. with area (Name-Area)
1	RAJA UDYOG PRIVATE LIMITED	SAGNIK EXPORT I PVT. LIMITED-39.926 Dec

**Transfer of property for L9**

Sl.No	From	To. with area (Name-Area)
1	RAJA UDYOG PRIVATE LIMITED	SAGNIK EXPORT I PVT. LIMITED-33 Dec

Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	RAJA UDYOG PRIVATE LIMITED	SAGNIK EXPORT I PVT. LIMITED-59537.00000000 Sq Ft
Transfer of property for S2		
Sl.No	From	To. with area (Name-Area)
1	RAJA UDYOG PRIVATE LIMITED	SAGNIK EXPORT I PVT. LIMITED-34800.00000000 Sq Ft

**Endorsement For Deed Number : I - 190413792 / 2024**

**On 18-09-2024**

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

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

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

Presented for registration at 12:03 hrs on 18-09-2024, at the Office of the A.R.A. - IV KOLKATA by Sanajit Laskar ..

**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 58,93,92,737/-

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

Execution is admitted on 18-09-2024 by Loknath Prasad Gupta, Director, RAJA UDYOG PRIVATE LIMITED (Private Limited Company), 16F, B. T. Road, Sukhchar Girja, City:- Khardah, P.O:- Sukchar, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700115

Identified by Sanjoy Chakraborty, . . Son of Ajoy Chakraborty, 187F/1, B T Road Sodepur, Panihati (M), P.O: Sodepur, Thana: Sodepur, , North 24-Parganas, WEST BENGAL, India, PIN - 700115, by caste Hindu, by profession Service

Execution is admitted on 18-09-2024 by Prabir Roy Chowdhury, Director, SAGNIK EXPORT I PVT. LIMITED (Private Limited Company), P-9, Motijheel Avenue, City:- Dum Dum, P.O:- Motijheel, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700074

Identified by Sanjoy Chakraborty, . . Son of Ajoy Chakraborty, 187F/1, B T Road Sodepur, Panihati (M), P.O: Sodepur, Thana: Sodepur, , North 24-Parganas, WEST BENGAL, India, PIN - 700115, by caste Hindu, by profession Service

Execution is admitted on 18-09-2024 by Sanajit Laskar, Director, SAGNIK EXPORT I PVT. LIMITED (Private Limited Company), P-9, Motijheel Avenue, City:- Dum Dum, P.O:- Motijheel, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700074

Identified by Sanjoy Chakraborty, . . Son of Ajoy Chakraborty, 187F/1, B T Road Sodepur, Panihati (M), P.O: Sodepur, Thana: Sodepur, , North 24-Parganas, WEST BENGAL, India, PIN - 700115, by caste Hindu, by profession Service

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 1,00,105.00/- ( B = Rs 1,00,000.00/- ,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 1,00,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/09/2024 3:41PM with Govt. Ref. No: 192024250210233948 on 16-09-2024, Amount Rs: 1,00,021/-, Bank: SBI EPay ( SBIEPay), Ref. No. 6831618532356 on 16-09-2024, Head of Account 0030-03-104-001-16

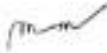
**Payment of Stamp Duty**

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

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 11774, Amount: Rs.100.00/-, Date of Purchase: 05/09/2024, Vendor name: S Tiwari

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/09/2024 3:41PM with Govt. Ref. No: 192024250210233948 on 16-09-2024, Amount Rs: 75,021/-, Bank: SBI EPay ( SBIEPay), Ref. No. 6831618532356 on 16-09-2024, 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 741337 to 741402  
being No 190413792 for the year 2024.



*Mohul*

Digitally signed by MOHUL MUKHOPADHYAY  
Date: 2024.09.21 14:26:28 +05:30  
Reason: Digital Signing of Deed.

**(Mohul Mukhopadhyay) 21/09/2024**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - IV KOLKATA**  
**West Bengal.**