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Additional Registral
ASSEMBLY
JOINT DEVELOPMENT AGREEMENT

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THIS JOINT-DEVELPMENT AGREEMENT is executed on this 12th day of April, 2023 (Two Thousand and Twenty Three A.D.).

BETWEEN

(I) M/S. PURNIMA PROMOTERS PRIVATE LIMITED, holding PAN: AAACJ7745A, both Private Limited Companies, within the meaning of the Companies Act, 1956 as extended by the Companies Act 2013, having their respective Registered Offices at 17/1, Lansdowne Terrace, P. O. Kalighat, P. S. - Lake, Kolkata 700 026 and represented by their Authorised Signatory, MR. ANUP GUPTA, son of Late Sital Prasad Gupta, holding PAN: AHMPG3857C, by faith – Hindu, by Occupation – Business, by Nationality – Indian, working for gain at 17/1, Lansdowne Terrace, Kolkata – 700 026, P. S. – Lake, hereinafter, referred to as the "CO-OWNERS" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor- in-interest, and permitted assigns) of the FIRST PART.

Purnima Promoters Private Limited

Anappusha

Director / Authorised Signatory

JYOTI DEALERS PVT. LTD

Director / Authorised Signatory

EDEN ELEMENTS LYP

Designated Pertner/Authorised Signatory

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NoRs. 100/- Date	
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Permima Promoters Privata Limited

Director / Audionised Signatory
JYOTI DEALERS PVT. LTD

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AND

M/S. EDEN ELEMENTS LLP, Holding PAN: AAFFE4297G, a Limited Liability Partnership, incorporated under the provisions of the "Limited Liability Partnership Act, 2008", having its Registered Office at 17/1, Lansdowne Terrace, P. S – Lake, Kolkata – 700026, hereinafter, called and referred to as 'THE DEVELOPER' represented by its Authorised Signatory MR. ADITYA AGARWAL, son of Mr. Sunil Agarwal, holding PAN: AFEPA7678D, presently residing at 16/1, Palm Avenue, Kolkata – 700 019, P. S. - Karaya, (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns etc.) of the SECOND PART.

WHEREAS:

A. M/s. Purnima Promoters Private Limited, the Owner No. 1 herein, is absolutely seized and possessed of or otherwise well and sufficiently entitled to All That piece and parcel of land measuring more or less 04 (Four) Kattahs 12 (Twelve) Chittak, within Mouza – Garfa, J. L. No. 19, Touzi No. – 56, R. S. No. – 2, being part of R. S. Dag No. 2129, R. S. Khatian No. – 802, P. S. – Kasba under Kolkata Municipal Corporation Ward No. 106, being Municipal Premises No. – 188-B, Kalikapur Road, Kolkata – 700 099, West Bengal, free from all encumbrances, charges, liens, lispendences, attachments, trusts whatsoever or howsoever in pursuance of purchase by virtue of a Deed of Conveyance dated 19.09.2007 duly registered at the office of ARA- I, Kolkata being Deed No. 14060 for the year 2007 registered in Book No. – I, Volume No. – - I, written in Page No. – 1 to 16.

B. Further, the said M/s. Purnima Promoters Private Limited, the Owner No. 1 herein, is absolutely seized and possessed of or otherwise well and sufficiently entitled to All That piece and parcel of land measuring more or less 01 (One) Kattahs 15 (Fifteen) Chittak 09 (Nine) Square Feet, within Mouza – Garfa, J. L. No. 19, Touzi No. – 56, R. S. No. – 2, being part of R. S. Dag No. 2129, R. S. Khatian No. – 802, P. S. – Kasba under Kolkata Municipal Corporation Ward No. 106, being Municipal Premises No. – 927, Purbachal Main Road, Kolkata – 700 099, West Bengal, free from all encumbrances, charges, liens, lispendences, attachments, trusts whatsoever or howsoever in



pursuance of purchase by virtue of a Deed of Conveyance dated 12.09.2008 duly registered at the office of ARA- I, Kolkata being Deed No. 09574 for the year 2008 registered in Book No. – I, Volume No. - I, written in Page No. – 811 to 826.

C. M/s. Jyoti Dealer Private Limited, the Owner No. 2 herein, is absolutely seized and possessed of or otherwise well and sufficiently entitled to All That piece and parcel of land measuring more or less 05 (Five) Kattahs within Mouza – Garfa, J. L. No. 19, Touzi No. – 56, R. S. No. – 2, being part of R. S. Dag No. 2129, R. S. Khatian No. – 802, P. S. – Kasba under Kolkata Municipal Corporation Ward No. 106, being Municipal Premises No. – 420, Kalikapur Road, Kolkata – 700 099, West Bengal, free from all encumbrances, charges, liens, lispendences, attachments, trusts whatsoever or howsoever in pursuance of purchase by virtue of a Deed of Conveyance dated 19.09.2007 duly registered at the office of ARA- I, Kolkata being Deed No. 14054 for the year 2007 registered in Book No. – I, Volume No. – I, written in Page No. – 1 to 16.

D. Further, the said M/s. Jyoti Dealer Private Limited, the Owner No. 2 herein, is absolutely seized and possessed of or otherwise well and sufficiently entitled to All That piece and parcel of land measuring more or less 02 (Two) Kattahs 36 (Thirty Six) Square Feet, within Mouza – Garfa, J. L. No. 19, Touzi No. – 56, R. S. No. – 2, being part of R. S. Dag No. 2129, R. S. Khatian No. – 802, P. S. – Kasba under Kolkata Municipal Corporation Ward No. 106, being Municipal Premises No. – 927, Purbachal Main Road, Kolkata – 700 099, West Bengal, free from all encumbrances, charges, liens, lispendences, attachments, trusts whatsoever or howsoever in pursuance of purchase by virtue of a Deed of Conveyance dated 12.09.2008 duly registered at the office of ARA- I, Kolkata being Deed No. 09575 for the year 2008 registered in Book No. – I, Volume No. - I, written in Page No. – 827 to 842

E. The entirety of the said premises is presently under the occupation of the aforesaid owners. After being lawfully owner of the said landed property measuring 13 (Thirteen) Kattahs 12 (Twelve) Chittak, more or less, more fully and particularly described in the **Schedule** hereunder written and hereinafter for the sake or brevity referred to as the **said property** and while enjoying the right title interest and possession in respect of the aforesaid plots, said owners had amalgamated the said plots of land by virtue of a registered Deed of Amalgamation dated 21.12.2021, registered at the office of



D.S.R. – IV, South 24 Parganas vide Deed No. 10444 for the year 2021, registered in Book No. – I, Volume No. – 1604-2021 written in Page No. 395645 to 395676. Subsequently, the owners, jointly, got amalgamated the said plots of land and mutated before the authority of Kolkata Municipal Corporation as recorded owner in respect of the said property stated hereinabove and had been numbered as being municipal **Premises No. 420, Kalikapur Road, Kolkata–700 099** within the limits of Kolkata Municipal Corporation under ward no. 106 under **Assessee No. 311060704203.**

F. In consideration of what is hereinafter appearing the Owners have agreed to grant the exclusive right of Development in respect of the said total land unto and in favour of the Developer herein and the Developer has agreed to undertake development of the said land and to incur all costs, charges and expenses in connection therewith including the cost of preparation and sanction of the plan (hereinafter referred to as the CONSTRUCTION COST) and to cause new building/s and/or a decent Housing Complex to be constructed on the said land (hereinafter referred to as the HOUSING COMPLEX) and thereafter to sell and transfer the various flats, units, apartments constructed spaces and car parking spaces forming part of the said Housing Complex and to divide and distribute the gross sale proceeds accruing therefrom between the Owners and Developer in the proportion as hereinafter appearing.

G. At the request of the said owner, the Developer herein has agreed to develop the said property and to commercially exploit the same for the consideration and on the terms and conditions hereinafter appearing.

H. The Developer shall undertake the construction of the building on the plot of land owned by the said Owner particulars of which are described in <u>SCHEDULE</u> hereunder written and hereinafter called the said land and the owners have agreed to has obtain a Building Plan to be sanctioned from Kolkata Municipal Corporation, jointly, in the name of the Owners.

F. That the Developer shall at its cost and expenses shall construct the proposed building on the schedule property in accordance with the building plan to be sanctioned by the Competent authority and confirm to such specification as may be recommended by the recognized licensed holder Architect from time to time appointed for the purposes and it is hereby clearly understood that the



decision of the Architect regarding the quality of materials shall be final and binding on the parties hereto.

NOW THIS AGREEMENT WITNESSETH and is hereby agreed by and between the parties hereto as follows:

ARTICLE I – DEFINITIONS

Unless in these presents there is something in the subject or context inconsistent therewith.

- 1.1 PREMISES shall mean the Premises No. 420, Kalikapur Road, Kolkata-700 099, measuring more or less 13 (Thirteen) Kattahs 12 (Twelve) within the limits of Kolkata Municipal Corporation (more fully and particularly described in the 'Schedule Property' hereunder written).
- **1.2 BUILDING** shall mean building or buildings to be constructed as per building plan sanctioned by the Kolkata Municipal Corporation on the said premises and shall include the parking and other spaces intended or means for the enjoyment of the building.
- 1.3 OWNER & DEVELOPER shall include their respective transferees.
- **1.4 COMMON FACILITIES** shall include corridors, hallways, stairways, landings, water reservoir, pump room, passageways, driveways, gardens, parkways, generator room (if necessary) and other spaces and facilities whatsoever required for the establishment, location, enjoyment, provision, maintenance and/or management of the building(s) and/or common facilities or any of their thereon as the case may be.
- 1.5 SALEABLE SPACE shall mean the space in the building available for independent use and occupation after making due provisions for common facilities and the space required thereof.
- 1.6 OWNER'S SHARE shall mean 30% (THIRTY PERCENT) of the total revenue/sale proceeds to be received from the sale of entire saleable area including car parking area/spaces of the proposed building/s to be constructed on the scheduled premises by the Developer at its own cost shall be the owner's allocation.



1.7 **DEVELOPER'S SHARE** - shall mean 70% (SEVENTY PERCENT) of the revenue/sale proceeds of the proposed building/s to be retained by the Developer in the building to be constructed by itself at its own cost in the manner hereinafter provided except the owner's allocation as mentioned above.

1.8 ARCHITECT- shall mean any person or persons or firm or firms appointed or nominated by the Developer as the Architect(s) of the building.

1.9 OWNERS- shall mean the said M/S. PURNIMA PROMOTERS PRIVATE LIMITED and M/S. JYOTI DEALERS PRIVATE LIMITED and shall mean and include its respective successor/s in its respective offices/interests and assigns.

1.10 DEVELOPER- shall mean EDEN ELEMENTS LLP, incorporated under the provisions of the "Limited Liability Partnership Act, 2008", having its registered office at 17/1, Lansdowne Terrace, P. S – Lake, Kolkata – 700026 and shall include its successor and/or successors in office/interest and assigns and/or nominee /s, which shall construct or develop or cause to be constructed or cause to be developed on a plot of land under the meaning of West Bengal Apartment Ownership Act, 1972 and West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993, for the purpose of transfer of such building or flats.

- **1.11 BUILDING PLAN-** shall mean the plan for construction of the building duly approved by the Owner and sanctioned by 'The Kolkata Municipal Corporation' and shall include any amendments thereto or modifications thereof made or caused by the Developer after the approval of the Owner.
- **1.12 TRANSFER-** with its grammatical variations shall include a transfer by ownership and by any other means adopted for affecting what is understood as a transfer of space in a multi-storied building to purchasers thereof although the same may not amount to a transfer in law.
- 1.13 TRANSFEREE shall mean a person to whom any space in the building shall be transferred.
- 1.14 MASCULINE GENDER shall include feminine gender and vice versa.



1.15 SINGULAR NUMBER - shall include plural number and vice versa.

ARTICLE II – REPRESENTATION AND WARRANTIES BY THE OWNERS AND THE DEVELOPER

- 2.1 At or before execution of this agreement, the Owner has represented and assured the Developer as follows:-
- i) That the Owners are presently the sole and absolute owner of the said Total Land.
- ii) That the Owners have a marketable title in respect of the said Total Land.
- iii) That the Owners are presently in khas possession of the said Total Land.
- iv) That after acquiring the said total land, the Owners have already caused the user thereof to be converted from 'Sali' to 'Homestead' and has also caused its name to be mutated in the 'Record of Rights'.
- v) That the Owners have not entered into any agreement for sale, transfer, lease and /or development nor has created any interest of any third party into or upon the said Total Land or any part or portion thereof.
- vi) That no part or portion of the said Total Lands is subject to any notice of any acquisition and / or requisition.
- vii) That there is no legal bar or impediment in the owner entering into this agreement.
- viii) That all rates and taxes Khazanas and other outgoings payable in respect of the said Total Lands have been paid and / or shall be paid by the Owners upto the date of execution of this agreement.
- ix) That there is no water body and / or pond on the said total lands and in the records of the Block Land and Land Reforms Officer and / or Municipality.



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- x) That the Owners will execute a registered 'Development Power of Attorney' in favour of the Developer to enable the Developer to carry out various works for undertaking the said Housing Complex and the Owners shall give symbolic possession of the plot of land to the Developer on which Developer shall cause the necessary construction activities.
- 2.2 At or before execution of this agreement, the Developer has represented and assured the Owners which are as follows:-
- i) That the Owners have delivered to the Developer copies of the title deeds, parcha, municipal taxes, receipts, record of rights, mutation certificate and all link deeds in respect of the said lands.
- ii) That the Developer has fully satisfied itself as to the right of ownership of the owner in respect of the said lands.
- iii) That the Developer has examined the total land area forming part of the said land.
- iv) That the Developer has satisfied itself as to the local conditions and acknowledge that it shall be the responsibility of the Developer to take care of all the local problems which the Developer may face while undertaking the work of construction at the said land.
- v) That the Developer assures the owner that the Developer has adequate financial resources and necessary personal and / or team to undertake development of the said land.
- vi) That the Developer shall utilize the maximum permissible F.A.R as far as possible.
- 2.3 Relying on the aforesaid representations and believing the same to be correct and true and acting on the faith thereof, the Developer has agreed to undertake the work of development of the said total land subject to the terms and conditions hereinafter appearing.

ARTICLE III - TITLE INDEMNITIES AND REPRESENTATIONS

The Owner doth hereby declare and covenant with the Developer as follows:





- 3.1 That the Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to All That the said premises.
- 3.2 That the said premises is free from all encumbrances, charges, liens, lispendences, acquisitions, requisitions, attachments and trusts of whatsoever or howsoever nature.
- 3.3 That excepting the Owner, no one else has any right, title, interest, claim or demand whatsoever or howsoever and in respect of the said premises or any portion thereof.
- 3.4 That there is no attachment under the Income Tax Act or under any of the provisions of the Public Debt Recovery Act in respect of the said premises or any part thereof nor any proceedings in respect thereof is pending nor any notice in respect of any such proceedings have been received or served on the Owner.
- 3.5 That the Owner has the absolute right and authority to enter into this agreement with the Developer in respect of the development of its schedule premises.
- 3.6 That the Developer hereby undertakes to indemnify and keep indemnified the Owner from and against any and all actions, charges, liens, claims, encumbrances and mortgages or any third party possessor rights in the said premises arising out of or due to the negligence or non-compliance of any laws, bye-laws, rules and regulations of 'The Kolkata Municipal Corporation' and/or any other Government or local bodies as the case may be and shall attend to answer and be responsible for any deviation, omission, violation and/or breach of any of the said laws, bye-laws, rules and regulations or any accident in or relative to the construction of the building. All costs and charges in this regard shall be paid by the Developer.

ARTICLE IV - COMMENCEMENT

4. That this Agreement shall commence or shall be deemed to have commenced on and with effect from the date of execution of this agreement.

ARTICLE V - DEVELOPER'S RIGHT OF CONSTRUCTION



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5.1 That the Owner hereby grant exclusive right to the Developer to build upon and to commercially exploit the said premises in legal manner as the Developer may choose by constructing building/s thereon at its own cost and expenses and the proposed building/s shall remain as exclusive property of the owner except the Developer's allocation in the said completed building/s.

ARTICLE VI - TITLE DEEDS

- 6.1 Immediately after the execution of this Agreement, the Owner shall make it convenient for the Developer to have access to the original title deeds by keeping it deposited with the Developer's Lawyers in Kolkata.
- 6.2 The Owner or its nominee or nominees or the transferees of Developer shall be entitled for inspection of the title deeds.
- 6.3 The Owner shall make out the marketable title in respect of the said premises free from all encumbrances, charges, liens, lispendences, attachments, trusts whatsoever or howsoever.
- 6.4 The deed or deeds of conveyance shall be executed in respect of the Developer's allocation in favour of the Developer or its nominee(s) in such part or parts as the Developer shall require. The cost involved in doing so shall be borne by the Developer or its nominee(s).

ARTICLE VII - POSSESSION

- obtained all necessary permissions, approvals and sanctions, the Owners shall allow the Developer to commence and carry out and complete the construction of the proposed building on behalf of the Owners as per the terms and conditions and the specifications as set out in these presents and complete the construction within a period of 36 (Thirty-Six) months from the date of sanction of plan by Kolkata Municipal Corporation. All costs, charges and expenses to be incurred including all municipal taxes for constructing and completing the said proposed building shall be paid by the Developer.
- 7.2 The Owners will handover vacant possession of the said property to commence construction in accordance with the Kolkata Municipal Corporation Building Sanction Plan and to allow the



Developer to remain in symbolic possession of the said premises for the purposes of construction and allied activities during the continuation of this agreement and until such time the building is completed in all respects. During such period the Owners will not prevent or any way interfere with its quiet and peaceful occupation of the said premises except in such circumstances when the Owner has reason to believe that the Developer and/or its Sub-Contractor are not carrying out their function in terms of this agreement.

7.3 The Developer shall put the Owner or its nominee/s in possession of the Owner's allocation, in the building to be constructed not later than 36 (Thirty-Six) months from the date of execution of this agreement.

ARTICLE VIII - SPACE ALLOCATION

- 8.1 The entire building shall be of uniform construction with standard first class building materials.
- 8.2 The Owner shall be bound to execute "Deed of Conveyance" or "Sale Deed", transfer in the name of Developer's nominee or intending purchaser. The Owner/ first Party hereby undertakes that as and when the Developer asks the First party herein to execute the Deed of Conveyance, the First party herein shall execute the necessary Deed of Conveyance or Conveyances in favour of the Developer or their Nominee or Nominees or any intending purchaser/s in such part or parts as shall be required by the Developer from time to time.
- **8.3** The Developer shall be entitled to sell the entire space in the building and transfer the sale proceeds of the owner's allocation in the account of the owner as mentioned above.
- 8.4 The common area / facilities shall be owned by the Owners and the Developer for the common use and enjoyment of all the intending purchasers.
- **8.5** The Developer shall be entitled to enter into agreement for sale or transfer or otherwise deal with the intending purchasers of the flats constructed by the Developer at its own cost.



ARTICLE IX - COMMON FACILITIES

- **9.1** As soon as the building is completed, the Developer shall be responsible for the payment of all municipal and property taxes, rates, duties, dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as the said rates) payable.
- **9.2** The Developer will punctually and regularly pay the said rates to the concerned authorities and shall keep the owner indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered or incurred by the owner as the case may be consequent upon a default by the Developer in this behalf.
- 9.3 On completion of the building and from the date of service of notice of possession, the Developer shall bear all maintenance and service charges for the common facilities in the building, the said charges and taxes, light and sanitation charges for bill collection and management of the common facilities, renovation, replacement, repair whatsoever including if any additional insurance premium is required to be paid for the insurance of the building.

ARTICLE X - CONSIDERATION

- 10.1 The Developer shall pay INTEREST FREE REFUNDABLE ADVANCE amount of RS. 20,00,000/- (RUPEES TWENTY LAC ONLY) to the Owners herein and which shall be refundable by the Owner to the developer on or after completion of the building. The said deposit amount will be shared by both the Owners in equal proportion. That is to say, each & every Owner will get Rs. 10,00,000/- (Rupees Ten Lac Only).
- 10.2 The undivided proportionate share or interest in the land attributable to each of the flats/units shall be transferred in favour of the flat buyers or its nominee or nominees.
 - 10.3 After the completion of the project, the Owner shall execute a Deed or Deeds of Conveyance for the undivided proportionate share of land for the purpose of the same, the costs, charges and



expenses incurred for completion of the Owner's Allocation shall be the consideration for sale and transfer of the said undivided proportionate share in the land attributable to the Developer's Allocation. The said consideration amount shall be apportioned in various deed of conveyance or conveyances to be executed by the Owner in favour of the Developer or its nominee or nominees at the cost of the Developer and/or its nominee(s) attributable to the remaining 70% area of the proposed construction (Developer's Allocation) in favour of the Developer or its nominee(s) in such part or parts as may be requested by the Developer. All other costs like stamp fees, registration charges, etc. would be borne by the Transferees. The consideration for such transfers shall be the cost of construction of 30% of the proposed construction (the Owner's Allocation).

ARTICLE XI - TIME FOR COMPLETION

- 11.1 The building shall be completed within 36 (Thirty-Six) months from the date of sanction of plan by Kolkata Municipal Corporation and on handing over vacant possession of the said premises to the Developer by the owner, unless and until the Developer is prevented by the circumstances beyond its control.
- 11.2 In the event if the Developer fails to complete the said proposed building within the said stipulated period of 36 (Thirty-Six) months from the date of sanction of plan by Kolkata Municipal Corporation for reasons beyond its control, or on account of force majeure which would include storm, tempest, flood, earthquake, riots, war, etc., in that event the Owners will extend further time of another 08 months after the expiry of stipulated 36 (Thirty-Six) months, (hereinafter referred to as the COMPLETION DATE). The completion of the building shall mean the completion of construction in all respects but would not necessarily mean the issue of the Completion Certificate or Occupation Certificate by the Municipal Authorities. An Architect's Certificate certifying the completion of the building in all respects would amount to such completion.
- 11.3 The Developer shall use their best endeavors to cause the Development to be practically in accordance with the provisions of this Agreement.

ARTICLE XII- MISCELLANEOUS



- 12.1 That the First Party shall also execute and register a 'Development Power of Attorney' in favour of the said Developer herein, as may be required for the proposed construction of the said building and to deal with the intending Purchaser/Purchasers for sale of the flats/ apartments, Car Parking Space, Servant Quarter, etc.
- 12.2 The Developer shall construct the said building with its own funds. However, the Developer is empowered to obtain financial assistance by creating equitable mortgage of the said land by depositing the title deeds of the said land herein at their own risk and responsibilities from any nationalized bank, Schedule Bank and/or any financial institution or from any Private Bank/person for the purpose of completion of the construction in terms of this Joint Development Agreement and the owner undertakes not to raise any objection in this regard and shall sign as guarantor on the said mortgage application, but the mortgage amount shall not be above the market price of the said land. Be it clearly mentioned that the owner shall not be liable for repayment of such loan amount and the Developer shall indemnify the Owner from any liability which may arise in future in this respect.
- 12.3 The Owners and the Developer have entered into this agreement purely on the principal of exchange of the owner's allocation in the building to be constructed and completed by the Developer at its own cost against the undivided proportionate share of land attributable to the Developer's allocation to be retained or sold to its nominees by the Developer in the said completed building. However, each party shall keep the other indemnified from and against the same.
- **12.4** The Owner and the Developer as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of a force majeure with a view that obligation of the party affected by the force majeure shall be suspended for the duration of the force majeure.
- 12.5 Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lock-outs or any other act or commission beyond the control of the party affected thereby.





- 12.6 It is understood that from time to time to enable the construction of the building by the Developer, various deeds, matters and things not herein specifically referred to may be required to be done by the Developer for which the Developer may require the authority of the Owner and various applications and other documents may be required to be signed or made by the Owner to which no specific provisions have been made herein, the Owner hereby authorizes the Developer to do all such acts, deeds, matters and things and undertake to execute any such additional powers of authorities as may be required by the Developer for the purpose and also undertake to sign and execute all such additional applications and other documents as may be required for the said purpose.
- 12.7 The Developer shall frame the rules and regulations regarding the uses and rendition of common services and also the common restrictions, which have to be normally, kept in the sale and transfer of the ownership flats.
- 12.8 The Owner hereby agrees to abide by all the rules and regulations of such Management Society / Association / Holding Organization as shall be formed by the Developer and hereby gives his/her consent to abide by the same.
- 12.9. Any notice required to be given by the Owner to the Developer will be without prejudice to any other mode of service available deemed to have been served on the Developer if delivered by hand or sent by prepaid registered post and shall be deemed to have been served on the Developer by the Owner. Similarly any notice required to be given by the Developer to the owner shall be without prejudice to any other mode of service available deemed to have been served on the Owners if delivered by hand or sent by prepaid paid registered post and shall be deemed to have been served on the Owner by the Developer.
- 12.10. Nothing in these presents shall be construed as a demised or assignment or conveyance in law by the Owner of the said premises or any part thereof to the Developer or as creating any right, title or interest in respect thereof, in favour of the Developer other than exclusive license to the Developer to commercially exploit the same in terms hereof.



12.11 As and from the date of completion of the building, the Developer and / or its transferee(s) and the Owner and / or his / her transferee(s) shall be liable to pay and bear proportionate charges on account of wealth and other taxes payable in respect of his / her respective spaces.

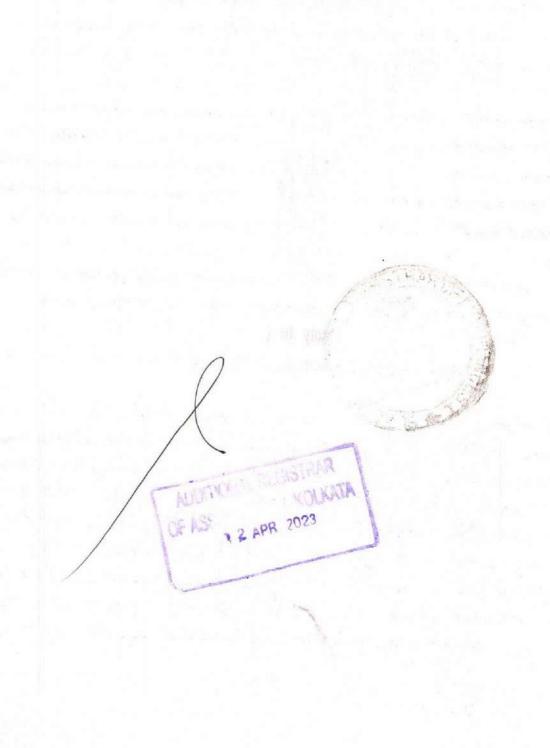
12.12 In the event of any liability of Service Tax, GST or Works Contract or any other Tax liability which may arise or become payable on the owner's allocation, the same would be payable by the Developer or their nominees as the case may be to the respective authority directly. Further it has been agreed that construction shall be deemed to be commenced when vacant possession of the land is handed over to the Developer and the plan is approved by the Kolkata Municipal Corporation.

12.13 In the event if the Developer acquires any other piece or parcel of land adjoining or contiguous to the land described in the schedule hereunder (hereinafter referred to as the additional area) the Developer shall be entitled to provide all facilities and/or utilities existent in the schedule area to the residents of the new building and/or buildings which may be constructed by the Developer on the additional plots of land which including access and/or for the purpose of ingress in and egress from and/or through the common parts and portions and also provide drainage, sewerage, transformer, generator, cable ducts, water lines and such other facilities and/or amenities and/or utilities which shall be provided in the new building in the adjacent area.

ARTICLE XIII - REVENUE/ CONSIDERATION DISTRIBUTION

13.1 The Total Sale Proceeds/Revenue out of the sale of the Flats, Car Parking Spaces in the building or buildings will be divided into two parts whereby 30% (THIRTY PERCENT) of the total revenue including proceed received out of sale Car Parking Spaces shall absolutely belong to the OWNERS (hereinafter referred to as the OWNER'S ALLOCATION). That is to say each one of the owner shall get 15% (FIFTEEN PERCENT) of the total revenue / realization / sale proceeds including proceed received out of sale of Car Parking Spaces and the remaining 70% (SEVENTY PERCENT) of the total revenue/ realization/ sale proceeds shall absolutely belong to the DEVELOPER (hereinafter referred to as the DEVELOPER'S ALLOCATION).

13.2 The entirety of the saleable area (including the owner's allocation and the developer's allocation) forming part of the development shall be sold and transferred by the Developer to the



bonafide purchaser/s. The Owner agrees and covenants with the Developer that the Owner shall sign and execute all deeds and documents and instruments if necessary and / or required from time to time.

13.3 The Developer shall be entitled to enter into agreement for sale and transfer of the various flats, units, apartments, constructed spaces and car parking spaces forming part of the development at such price and on such terms as may be agreed upon and duly confirmed by the Owner and any amount so received shall be divided and distributed amongst the parties hereto whereby 30% of such consideration amount shall belong absolutely to the Owner and the remaining 70% of such consideration amount shall belong to the Developer.

13.4 The Developer shall disburse the said 30% of the sale proceeds to the Owner's account at the end of every 6 months period. It shall be the obligation of the Developer to collect applicable Service Tax and / or other government levies or charges or taxes as applicable on sale and transfer of built up areas, flats, units, car parking spaces etc. and deposit the same to the appropriate authority and the Developer shall indemnify the Owners for any liability / demand which may arise in future in respect of the same.

13.5 The Developer and the Owner shall join in all the agreements for sale and 'Deeds of Conveyances' as shall be required, without raising any objection whatsoever or howsoever.

ARTICLE XIV - ARBITRATION

14.1 In case of any disputes, differences or questions arising between the parties with regard to the interpretation, meaning or scope of this agreement or any rights and liabilities of the parties under the agreement or out of the agreement or in any manner whatsoever concerning this agreement, the same shall be referred to the sole Arbitrator of Mr. Sanjay Kumar Jain, Advocate, under the provisions of the Indian Arbitration Act, 1996, and/or statutory modification or enactment thereto and the Award made and published by the said Arbitrator shall be final and binding on the parties and upon his failing or refusing or becoming incapable to act as the Arbitrator the same shall be referred to the arbitration in accordance with the provisions of the Indian Arbitration Act, 1996, or any statutory enactment of modification shall be binding, final and conclusive on the parties hereto.



ARTICLE XV - JURISDICTION

Courts at Kolkata alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the parties.

ARTICLE XVI-SPECIFICATIONS

Structure RCC-framed structure with anti termite treatment

in foundation. Cements to be used: Ambuja/

Lafarge/ OCL/ Ultratech/ Birla/ ACC/Ramco*.

Elevation Modern elevation, conforming to contemporary :

designs.

External Finish Paint by certified Nerolac/ Berger Applicator*, :

and other effects as applicable.

Ground Floor Lobby Beautifully decorated & painted lobby.

Doors & Hardware Quality wooden frames with solid core flush

doors. Door handles of Godrej/Hafele*. Main Door with premium stainless steel handle and

eyehole. Main Door lock by Godrej*.

Internal Finish Plaster of Paris.

Windows Color anodized / Powder coated Aluminum

sliding windows with clear glass (using high quality aluminum) and window sills. Large

Aluminum windows in Living Room Balcony.

Flooring Vitrified tiles in bedrooms/Living/Dining /

Kitchen. Marble Flooring & Granite Counter in

Kitchen. Premium Ceramic tiles in Toilets.

Kitchen Counter Granite slab with stainless steel sink. Wall :

Tiles upto 2 (two) feet height above Kitchen

counter.

Toilet Hot and Cold water line provision with CPVC*



pipes. CP fittings including Health Faucet of Jaquar/Kohler*.

Dado of Ceramic tiles upto door height.

Sanitaryware with EWC with ceramic cistern

and basin of Kohler/Parryware*.

Pipes of Supreme/Skipper*.

Elevators

Passenger lifts of Kone*.

Electrical

a) Concealed *Polycab/Mescab/RR Kabel** copper wiring with modular switches of *Anchor/Roma/Schneider Electric**.

- b) TV/Telephone points in master bedroom and living room.
- c) Two Light Points, one Fan Point, two 5A point in all bedrooms.
- d) One 15A Geyser point in All Toilets.
- e) One 15A & one 5A points, 5A refrigerator point and exhaust fan points in kitchen.
- f) One AC point in master Bedroom.
- g) Modern MCBs and Changeovers of HPL/Havells/Schneider*

Generator

24 hour Power backup for all common services. 600 W for 2 bedroom flats and 800 W for 3

bedroom flats.

Water Supply

Underground and Overhead storage tanks of suitable capacity. Suitable Electric Pump will be installed at Ground Floor to deliver water to overhead reservoir from Underground reservoir.

Security

CCTV cameras, Intercom facility and 24/7

Security Personnel.



Landscape

Professionally

designed

and

executed

landscaping.

* The specified brands are mentioned to give an indication of the quality, the Vendor will provide. In case of unavailability of materials/ brands or any other circumstances, the developer is not legally liable to provide the same brand and may instead provide material from a brand of similar quality

THE SCHEDULE ABOVE REFERRED TO (OWNED BOUALLY BY BOTH THE OWNERS)

ALL THAT Piece and Parcel of Bastu Land measuring, more or less, 13 (Thirteen) Kattahs 12 (Twelve) Chittak situated within Mouza - Garfa, Pargana -Khaspur, Police Station -formerly Kasba & now Anandapur, appertaining to R. S. Dag No. - 2129 under R.S. Khatian no. -802, R. S. No. - 2, J. L. No.-19, Touzi No.-56, being Premises No.- 420, Kalikapur Road, Kolkata-700 099, District- 24 Parganas (south), under Kolkata Municipal Corporation Ward No. - 106, West Bengal, which is butted and bounded as follows:-

ON THE NORTH

: By Premises No. 188/A/3, Kalikapur Road

ON THE SOUTH

: Property of Others

ON THE EAST

: By Premises No. 379, Kalikapur Road &

17 Feet Wide Municipal Road

ON THE WEST

: Property of Others

ZONE

: Other than P.A.S. connector - Other than P.A.S. connector. OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated

butted bounded called known numbered described or distinguished.



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

SIGNED, SEALED and DELIVERED

by the within named OWNERS at Kolkata in the presence of

Witnesses:-

Debarati Sengupta

. 17/1, Lansdowne Terrace Kol-700 026

Purnima Promoters Private Limited

Director / Authorised Signatory

JYOTI DEALERS PVT. LTD

purposupta

Director / Authorized Signatory

SIGNATURE OF OWNERS

SIGNED, SEALED and DELIVERED

by the within named DEVELOPER at Kolkata in the presence of

Fakesh Sharma.

17/1, Lansdowne Terrace Kol-700 026

Drafted by me on the basis of information furnished by the Parties herein

Sanjay Kumar Jain

Advocate, High Court, Calcutta

Enrolment No. WB/444/2005.

EDEN ELEMENTS LLE

SIGNATURE OF DEVELOPER



SPECIMEN FORM FOR TEN FINGERPRINTS

	Y		Little Finger	Ring Fi	nger	Middle Fi	nger	Fore Fi	nger	Thumb
	Saul S	Left Hand								
56	199	9	The sh		Enral	inger	Middle	- T F	Ring Finger	Little Finger
	70		Thumb		-ore i	-inger	Finge	r	King Finger	
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			Little Finger	Ring F	inger	Middle F	inger	Fore F	inger	Thumb
	NA	Left Hand								
	and a		Thumb		Fore	Finger	Midd Fing		Ring Finger	Little Finger
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r		T	Little Finger	Ring	Finge-	Middle	Finger	Fore	Finger	Thumb
		Left Hand								
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		Right Hand	60	on 9 4			Fing	ger	442.00	
		1	Little Finge	r Ring	Finger	Middle	Finger	Fore	Finger	Thumb
		Left Hand								
PHOTO		Right	Thun	nb		re Finger	Mic Fir	ddle iger	Ring Finge	r Little Finger
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Govt. of West Bengal Directorate of Registration & Stamp Revenue GRIPS eChallan





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GRN:

BRN:

192023240010181301 08/04/2023 13:18:18

GRN Date:

2105454885

GRIPS Payment ID:

080420232001018129

Payment Status:

Successful

Payment Mode:

Bank/Gateway:

BRN Date:

Payment Init. Date:

Payment Ref. No:

Online Payment

HDFC Bank

08/04/2023 00:00:00

08/04/2023 13:18:18 2000911109/3/2023

[Query No/*/Query Year]

Depositor Details

Depositor's Name:

M/S. EDEN ELEMENTS LLP

Address:

17/1 LANSDOWNE TERRACE KOLKATA, West Bengal, 700026

Mobile:

9830176766

EMail:

ACCOUNTS@EDENPROJECTS.IN

Contact No:

40052360

Depositor Status:

Others

Query No:

2000911109

Applicant's Name:

Mr SANJAY KUMAR JAIN

Identification No:

2000911109/3/2023

Remarks:

Sale, Development Agreement or Construction agreement

Period From (dd/mm/yyyy):

08/04/2023

Period To (dd/mm/yyyy):

08/04/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000911109/3/2023	Property Registration- Stamp duty	0020 02 102 002 02	
2	2000911109/3/2023	Property Registration-Registration Fees	0030-02-103-003-02 0030-03-104-001-16	75001 20007
4			Total	95008

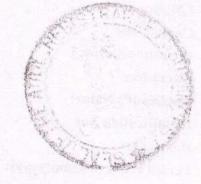
IN WORDS:

NINETY FIVE THOUSAND EIGHT ONLY.

95008

TOTAL CONTROLS

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OF ASSISTANT ADMINISTRANTA 12 APR 2023



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary





GRIP	'S Pa	yment	Detail

GRIPS Payment ID:

080420232001018129

Payment Init. Date:

08/04/2023 13:18:18

Total Amount:

95008

No of GRN:

00/0 112023 13.10.1

Bank/Gateway:

HDFC Bank

Payment Mode:

Online Payment

BRN:

2105454885

BRN Date:

08/04/2023 00:00:00

Payment Status:

Successful

Payment Init. From:

GRIPS Portal

Depositor Details

Depositor's Name:

M/S. EDEN ELEMENTS LLP

Mobile:

9830176766

Payment(GRN) Details

SI, No.	GRN	Department	Amount (₹)
1 3	192023240010181301	Directorate of Registration & Stamp Revenue	95008

Total

95008

IN WORDS:

NINETY FIVE THOUSAND EIGHT ONLY.

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

pages below.



DATED: 12TH DAY OF APRIL, 2023

'JOINT DEVELOPMENT AGREEMENT'

BETWEEN

M/S. PURNIMA PROMOTERS PRIVATE LIMITED &

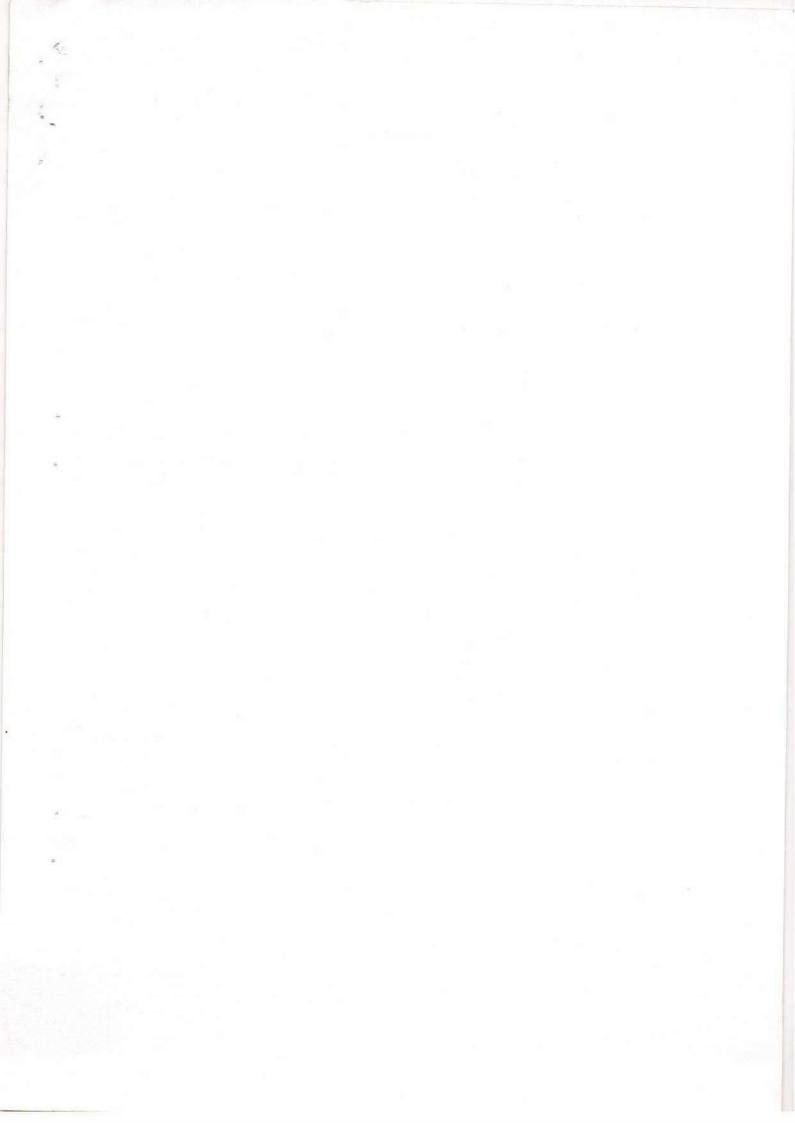
M/S. JYOTI DEALER PRIVATE LIMITED

-----CO-OWNERS

AND

M/S. EDEN ELEMENTS LLP
------DEVELOPER

'<u>EDEN LUXURIA'</u> 420, KALIKAPUR ROAD, KOLKATA – 700 099.



Major Information of the Deed

Deed No:	1-1901-02986/2023	Date of Registration	12/04/2023		
Query No / Year	1901-2000911109/2023	Office where deed is registered			
Query Date	08/04/2023 12:20:21 PM	A.R.A I KOLKATA, District: Kolkata			
Applicant Name, Address & Other Details	SANJAY KUMAR JAIN HIGH COURT, CALCUTTA, Than 700001, Mobile No.: 905144403	na : Hare Street, District : Kolka 5, Status :Advocate	ata, WEST BENGAL, PIN -		
Transaction		Additional Transaction			
[0110] Sale, Development agreement	Agreement or Construction	[4311] Other than Immovable Property, Receipt [Rs : 20,00,000/-]			
Set Forth value		Market Value			
Rs. 10,00,000/-		Rs. 3,31,78,616/-			
Stampduty Paid(SD)		Registration Fee Paid			
Rs. 75,101/- (Article:48(g))		Rs. 20,091/- (Article:E, B)			
Remarks	Received Rs. 50/- (FIFTY only area)) from the applicant for issuing	the assement slip.(Urban		

Land Details:

District: South 24-Parganas, P.S:- Kasba, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Kalikapur Road Road Zone: (Other than on P.A.S Connector -- Other than on P.A.S Connector), Premises No: 420, Ward No: 106 Pin Code: 700099

Sch		Khatian Number	Land Proposed	Use	Area of Land		Market Value (In Rs.)	Other Details
L1	(RS:-)		Bastu		13 Katha 12 Chatak	10,00,000/-		Width of Approach Road: 17 Ft.,
	Grand	Total:			22.6875Dec	10,00,000 /-	331,78,616 /-	

Land Lord Details:

SI No	Name, Address, Photo, Finger print and Signature
1	PURNIMA PROMOTERS PRIVATE LIMITED 17/1, Lansdowne Terrace, Kolkata, City:- Not Specified, P.O:- KALIGHAT, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700026, PAN No.:: AAxxxxxx4H,Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative
2	JYOTI DEALERS PRIVATE LIMITED 17/1, Lansdowne Terrace, Kolkata, City:- Not Specified, P.O:- KALIGHAT, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700026, PAN No.:: AAxxxxxx5A,Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

Developer Details:

SI No	Name, Address, Photo, Finger print and Signature
1	EDEN ELEMENTS LLP 17/1, Lansdowne Terrace, Kolkata, City:- Not Specified, P.O:- Kalighat, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700026, PAN No.:: AAxxxxxx7G, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

Representative Details:

DOMESTIC OF	Name	Photo	Finger Print	Signature
The second secon	Mr ADITYA AGARWAL (Presentant) Son of Mr SUNIL AGARWAL Date of Execution - 12/04/2023, , Admitted by: Self, Date of Admission: 12/04/2023, Place of Admission of Execution: Office			asty-2y-al
	, idinission of Englastian	Apr 12 2023 12:07PM	LTI 12/04/2023	12/04/2023
-	Representative. Representative	e of : EDEN ELE	MENTS LLP (as	o Not Provided by UIDAI Status : AUTHORISED SIGNATORY)
2	Representative, Representative	e of : EDEN ELE	MENTS LLP (as	Signature
	Name Name Mr ANUP GUPTA Son of Late Sital Prasad Date of Execution - 12/04/2023, , Admitted by: Self, Date of Admission: 12/04/2023, Place of	e of : EDEN ELE	MENTS LLP (as	AUTHORISED SIGNATORY)
	Name Mr ANUP GUPTA Son of Late Sital Prasad Date of Execution - 12/04/2023, , Admitted by: Self, Date of Admission:	e of : EDEN ELE	MENTS LLP (as	S AUTHORISED SIGNATORY) Signature

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SANJAY KUMAR JAIN Son of Late D JAIN HIGH COURT, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001			Som
	12/04/2023	12/04/2023	12/04/2023

Trans	fer of property for L1	·····································
SI.No	From	To. with area (Name-Area)
1	PURNIMA PROMOTERS PRIVATE LIMITED	EDEN ELEMENTS LLP-11.3438 Dec
2	JYOTI DEALERS PRIVATE LIMITED	EDEN ELEMENTS LLP-11.3438 Dec

Endorsement For Deed Number: I - 190102986 / 2023

On 12-04-2023

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

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

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

Presented for registration at 11:23 hrs on 12-04-2023, at the Office of the A.R.A. - I KOLKATA by Mr ADITYA AGARWAL ..

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 3,31,78,616/-

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

Execution is admitted on 12-04-2023 by Mr ADITYA AGARWAL, AUTHORISED SIGNATORY, EDEN ELEMENTS LLF (LLP), 17/1, Lansdowne Terrace, Kolkata, City:- Not Specified, P.O:- Kalighat, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700026

Indetified by Mr SANJAY KUMAR JAIN, , , Son of Late D JAIN, HIGH COURT, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 12-04-2023 by Mr ANUP GUPTA, AUTHORISED SIGNATORY, PURNIMA PROMOTERS PRIVATE LIMITED (Private Limited Company), 17/1, Lansdowne Terrace, Kolkata, City:- Not Specified, P.O:- KALIGHAT, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700026; AUTHORISED SIGNATORY, JYOTI DEALERS PRIVATE LIMITED (Private Limited Company), 17/1, Lansdowne Terrace, Kolkata, City:- Not Specified, P.O:- KALIGHAT, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700026

Indetified by Mr SANJAY KUMAR JAIN, , , Son of Late D JAIN, HIGH COURT, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 20,091.00/- (B = Rs 20,000.00/-, E = Rs 7.00/-, I = Rs 55.00/-, M(a) = Rs 25.00/-, M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 20.007/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/04/2023 12:00AM with Govt. Ref. No: 192023240010181301 on 08-04-2023, Amount Rs: 20,007/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 2105454885 on 08-04-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,001/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 75.001/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 13496, Amount: Rs.100.00/-, Date of Purchase: 14/03/2023, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/04/2023 12:00AM with Govt. Ref. No: 192023240010181301 on 08-04-2023, Amount Rs: 75,001/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 2105454885 on 08-04-2023, Head of Account 0030-02-103-003-02

Hog.

Satyajit Biswas ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - I KOLKATA

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2023, Page from 112385 to 112417 being No 190102986 for the year 2023.



Digitally signed by pradipta kishore guha Date: 2023.04.18 16:15:28 +05:30 Reason: Digital Signing of Deed.

Flain

(Pradipta Kishore Guha) 2023/04/18 04:15:28 PM ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - I KOLKATA West Bengal.

(This document is digitally signed.)