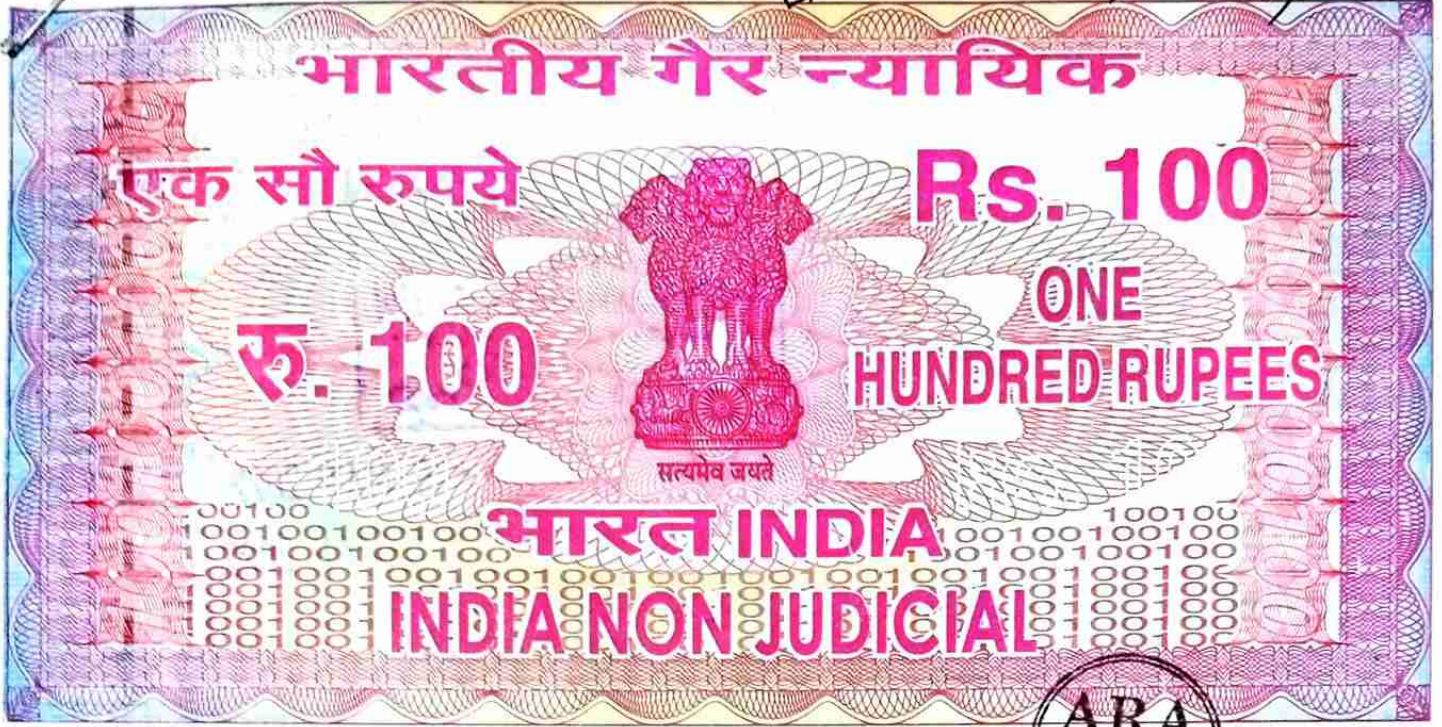


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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL



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Certified that the Document is admitted to
Registration and the
endorsement
are the part of
this document

[Signature]
Additional Registrar
of Assurances II Kolkata

1 SEP 2022

DEVELOPMENT AGREEMENT

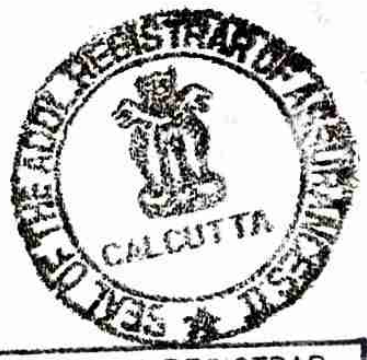
THIS DEED OF AGREEMENT is made on this the 1st day of September, Two
Thousand Twenty Two BETWEEN

183979

Shri Kamesh Chandra
Advocate
C.C. Court, Calcutta

NAME.....
 ADD.....
 RA.....
 - 5 MAR 2022
 GURANJAN MUKHERJEE
 C. C. Court
 Kolkata

- 5 MAR 2022
 - 5 MAR 2022



ADDITIONAL REGISTRAR
 OF ASSURANCE-II, KOLKATA
 - 1 SEP 2022

h.

SPECIMEN FORM FOR TEN FINGERPRINTS



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb		Fore Finger	Middle Finger	Ring Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb		Fore Finger	Middle Finger	Ring Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb		Fore Finger	Middle Finger	Ring Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb		Fore Finger	Middle Finger	Ring Finger
Right Hand					



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

GRN Details

GRN: 192022230111056938 Payment Mode: Online Payment (SBI Epay)
GRN Date: 31/08/2022 11:58:38 Bank/Gateway: SBIEpay Payment Gateway
BRN : 4237939895227 BRN Date: 31/08/2022 12:02:56
Gateway Ref ID: 5092951721 Method: Punjab National Bank - Retail and Corporate NB
Payment Status: Successful Payment Ref. No: 2002588763/4/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr DIPAK KUMAR SAHA
Address: 2/1, RAMLAL AGARWAL LANE
Mobile: 9830219513
Period From (dd/mm/yyyy): 31/08/2022
Period To (dd/mm/yyyy): 31/08/2022
Payment ID: 2002588763/4/2022
Dept Ref ID/DRN: 2002588763/4/2022

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002588763/4/2022	Property Registration- Stamp duty	0030-02-103-003-02	74921
2	2002588763/4/2022	Property Registration- Registration Fees	0030-03-104-001-16	471021
			Total	545942

IN WORDS: FIVE LAKH FORTY FIVE THOUSAND NINE HUNDRED FORTY TWO ONLY.

(1) MR. AVIJIT SINGHA ROY, (PAN – ADHPR3364C), son of Late Ganesh Chandra Singha Roy, by faith Hindu, by occupation Business, by nationality Indian, presently residing at Nowapara, Post Office - Hatiyara, Police Station New Town, Kolkata - 700 157 (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, successors, legal representatives, administrators, agents and / or permitted assigns) and (2) M/S. R K I SMELTERS PRIVATE LIMITED (PAN - AACCR9122K), a private limited company incorporated in accordance with the provisions of The Companies Act., 2013, having its registered office at 33/1, N. S. Road, Fifth Floor, Room No.551, Police Station – Burrabazar, Post Office - GPO, Kolkata – 700 001, represented by one of its Directors namely Mr. Rajendra Anchalia, (PAN – ACSPA0012G), son of Mohan Lal Anchalia, presently residing at 1B, Deodar Street, Flat No. 5B on Fifth Floor, Police Station & Post Office - Ballygunj, Kolkata - 700 019 (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its successors in interest, successor-in-office, future directors, representatives and / or permitted assigns), hereinafter jointly called and referred to as “FIRST PARTY / LANDOWNERS” of the ONE PART. (Referred to herein as “Parties” or individually as “Party”).

A N D

M/S. GRIHAM REAL ESTATES PRIVATE LIMITED (PAN – AAFCG7075B), a private limited company incorporated in accordance with the provisions of The Companies Act., 2013, having its registered office at 48/1C, B. T. Road, P.O. & Police Station - Sinthi, Kolkata - 700 050, represented by one of its Directors namely MR. RANJAN SAHA (PAN – ALMPS4512L), son of Late Ratish Chandra Saha, presently residing at 74, Desha Priya Nagar Colony, P.O. Sinthi, Police Station Baranagar, Kolkata – 700 050, hereinafter referred to as the “SECOND PARTY / DEVELOPER” (term or expression shall unless excluded by of repugnant to the context or subject be deemed to mean and include its successors in interest, successor-in-office, future directors, representatives and / or permitted assigns) of the OTHER PART;

BACKGROUND / TITLE OF THE PROPERTY:

WHEREAS by virtue of a Deed of Conveyance dated 9th day of October, 1974 duly registered in the Office of Assurances Calcutta in Book No. I, Volume No.222, Pages from 272 to 290, Being No.6200 for the year 1974, Smt. Usharani Sen, wife of Late Duniya Chand Sen, Sri Uday Sankar Sen, son of Late Duniya Chand Sen, and Sri Pannalal Sen, of Late Duniya Chand Sen, jointly purchased ALL THAT piece and parcel of Bastu land containing by estimation an area of 7 (seven) Cottahs 8 (eight) Chittacks more or less together with structure thereon, lying and situate at and being Premises No. 65, Bidhan Sarani (formerly known as 65, Cornwallis Street)-in the north division of the town of Calcutta, within the limits of Calcutta Municipal Corporation from the erstwhile owners for valuable consideration mentioned. After the said purchase they got the said premises duly mutated in their names in the records of Calcutta Municipal Corporation as joint owners thereof.

AND WHEREAS while seized and possessed the said property at Premises No.65, Bidhan Sarani, one of the co-owners namely Usharani Sen died intestate leaving behind her surviving legal heirs and heiresses, namely (1) UDAY SANKAR SEN, son of Late Duniya Chand Sen, (2) PANNA LAL SEN, son of Late Duniya Chand Sen, (3) MOUSHUMI SEN, wife of Late Swapan Kumar Sen, and daughter-in-law of Late Duniya Chand Sen, (4) PRIYANKA SEN, daughter of Late Swapan Kumar Sen, and grand daughter of Late Duniya Chand Sen, (5) SAMAR KUMAR SEN, son of Late Duniya Chand Sen, (6) BIDYUT PARNA DHAR, wife of Sri Nagendra Lal Dhar, and daughter of Late Duniya Chand Sen, (7) JHARNA PAUL, wife of Late Manoranjan Paul, and Daughter of Late Duniya Chand Sen, (8) ARCHANA DHAR, wife of Sri Rohini Ranjan Dhar, and daughter of Late Duniya Chand Sen, and (9) ALPANA DHAR, wife of Ranjit Kumar Dhar, and daughter of Late Duniya Chand Sen, who inherited the property mentioned above as per the Law of Inheritance.

AND WHEREAS the aforesaid legal heirs and successors of the said Usharani Sen inherited the undivided share of the property in the following manner:-

UDAY SANKAR SEN:	undivided $1/3^{\text{rd}} + 1/24^{\text{th}} = 3/8^{\text{th}}$ share representing 2 Cottahs 13 Chittacks more or less;
PANNALAL SEN:	undivided $1/3^{\text{rd}} + 1/24^{\text{th}} = 3/8^{\text{th}}$ share representing 2 Cottahs 13 Chittacks more or less;
MOUSHUMI SEN & PRIYANKA SEN:	jointly undivided $1/24^{\text{th}}$ share representing 5 Chittacks more or less;
SAMAR KUMAR SEN:	undivided $1/24^{\text{th}}$ share representing 5 Chittacks more or less;
BIDYUT PARNA DHAR:	undivided $1/24^{\text{th}}$ share representing 5 Chittacks more or less;
JHARNA PAUL:	undivided $1/24^{\text{th}}$ share representing 5 Chittacks more or less;
ARCHANA DHAR:	undivided $1/24^{\text{th}}$ share representing 5 Chittacks more or less;
ALPANA DHAR:	undivided $1/24^{\text{th}}$ share representing 5 Chittacks more or less;

AND WHEREAS by virtue of a Deed of Conveyance dated 10th day of November, 2017 duly registered in the office of the Additional Registrar of Assurances - II, Kolkata in Book No.I, Volume No.1902-2017, Pages from 125758 to 125792, Being No.3634 for the year 2017 the said Uday Shankar Sen sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece and parcel of land hereditaments admeasuring an area of undivided $1/3^{\text{rd}} + 1/24^{\text{th}} = 3/8^{\text{th}}$ equivalent to 2

(two) Cottahs 13 (thirteen) Chittacks more or less being undivided portion of Premises No.65, Bidhan Sarani, Police Station Burtolla, Kolkata - 700 006, in Ward No.16, within the local limits of Kolkata Municipal Corporation, unto and in favour of Smt. Rumki Maitra.

AND WHEREAS while seized and possessed of the said undivided share of the property, Smt. Rumki Maitra, sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT the piece and parcel of land hereditaments admeasuring an area of undivided 2 (two) Cottahs 13 (thirteen) Chittacks more or less being undivided portion of Premises No.65, Bidhan Sarani, Police Station Burtolla, Kolkata - 700 006, unto and in favour of M/S. R.K.I SMELTERS PRIVATE LIMITED by virtue of a Deed of Conveyance, dated 4th December, 2019 duly registered in the office of the Additional Registrar of Assurances – IV, Kolkata in Book No.I, Volume No.1904-2019, Pages from 550562 to 550616, Being No.11192 for the year 2019.

AND WHEREAS by virtue to a deed of conveyance dated 20/05/2013, registered in the office of the Addl. Registrar of Assurances – II, Kolkata and recorded in Book No.I, Volume No.1902-2016, Page from 69314 to 69340, Being No.2230 for the year 2016, one Avijit Singha Roy, son of Late Ganesh Chandra Singha Roy, purchased ALL THAT undivided 1/24th share and interest of land measuring 7 (seven) Cottahs 8 (eight) Chittaks more or less (i.e. equivalent to 5 Chittaks more or less) lying and situate at and being undivided portion of Premises No.65, Bidhan Sarani, Police Station Burtolla, Kolkata – 700 006 from Archana Dhar, for valuable consideration mentioned therein.

AND WHEREAS by virtue to a deed of conveyance dated 19/05/2014, registered in the office of the Addl. Registrar of Assurances – II, Kolkata and recorded in Book No.I, CD Volume No. 27, Page from 3561 to 3582, Being No.5980 for the year 2014, said Avijit Singha Roy, purchased ALL THAT undivided 3/8th share and interest of the said land measuring 7 (seven) Cottahs 8 (eight) Chittaks more or less (i.e. equivalent to 2 Cottahs 13 Chittaks more or less) lying and situate at and being undivided portion of Premises

No.65, Bidhan Sarani, Police Station Burtolla, Kolkata – 700 006 from Panna Lal Sen, for valuable consideration mentioned therein.

AND WHEREAS by virtue to a deed of conveyance dated 13/08/2013, registered in the office of the Addl. Registrar of Assurances – II, Kolkata and recorded in Book No.I, Volume No.1902-2016, Page from 128953 to 128977, Being No.4092 for the year 2016, said Avijit Singha Roy, purchased ALL THAT undivided 1/24th share and interest of the said land measuring 7 (seven) Cottahs 8 (eight) Chittaks more or less (i.e. equivalent to 5 Chittaks more or less) lying and situate at and being undivided portion of Premises No.65, Bidhan Sarani, Police Station Burtolla, Kolkata – 700 006 from Alpana Dhar, for valuable consideration mentioned therein.

AND WHEREAS by virtue of a deed of conveyance dated 20/05/2013, registered in the office of the Addl. Registrar of Assurances – II, Kolkata and recorded in Book No.I, Volume No.1902-2016, Page from 129004 to 129028, Being No.4094 for the year 2016, said Avijit Singha Roy, purchased ALL THAT undivided 1/24th share and interest of the said land measuring 7 (seven) Cottahs 8 (eight) Chittaks more or less (i.e. equivalent to 5 Chittaks more or less) lying and situate at and being undivided portion of Premises No.65, Bidhan Sarani, Police Station Burtolla, Kolkata – 700 006 from Samar Kumar Sen, for valuable consideration mentioned therein.

AND WHEREAS by virtue to a deed of conveyance dated 12/07/2013, registered in the office of the Addl. Registrar of Assurances – II, Kolkata and recorded in Book No.I, Volume No.1902-2016, Page from 128927 to 128952, Being No.4091 for the year 2016, said Avijit Singha Roy, purchased ALL THAT undivided 1/24th share and interest of the said land measuring 7 (seven) Cottahs 8 (eight) Chittaks more or less (i.e. equivalent to 5 Chittaks more or less) lying and situate at and being undivided portion of Premises No.65, Bidhan Sarani, Police Station Burtolla, Kolkata – 700 006 from Jharna Paul, for valuable consideration mentioned therein.

AND WHEREAS by virtue to a deed of conveyance dated 24/05/2013, registered in the office of the Addl. Registrar of Assurances – II, Kolkata and recorded in Book No.I, Volume No.1902-2016, Page from 128978 to 129003, Being No.4093 for the year 2016, said Avijit Singha Roy, purchased ALL THAT undivided 1/12th share and interest of the said land measuring 7 (seven) Cottahs 8 (eight) Chittaks more or less (i.e. equivalent 10 Chittaks more or less) lying and situate at and being undivided portion of Premises No.65, Bidhan Sarani, Police Station Burtolla, Kolkata – 700 006 from Moushumi Sen and Priyanka Sen (jointly 1/24th), and from Bidyut Parna Dhar (1/24th) for valuable consideration mentioned therein.

AND WHEREAS on the basis of the above purchases said Avijit Singha Roy became the owner of the undivided 4 (four) Cottahs 11 (eleven) Chittaks more or less of land of Premises No.65, Bidhan Sarani, Police Station Burtolla, Kolkata – 700 006 and while seized and possessed of the said undivided share of the said property said Avijit Singha Roy gifted undivided 4 (four) Cottahs more or less of land from his share to his wife Smt. Madhumita Singha Roy and said M/S. R.K.I SMELTERS PRIVATE LIMITED gifted undivided 1 (one) Chittak more or less of land from its share in the said property to the said Smt. Madhumita Singha Roy, jointly by virtue to a deed of gift dated 21.05.2022, registered in the office of the Addl. Registrar of Assurances – I, Kolkata and recorded in Book No.I, Volume No.1901-2022, Page from 239594 to 239641, Being No. 4657 for the year 2022, and they jointly retained the balance area of the said property, measuring 3 (three) Cottahs 7 (seven) Chittaks more or less. Said Smt. Madhumita Singha Roy thus became the sole and absolute owner of the said gifted land measuring 4 (four) Cottahs 1 (one) Chittak more or less and got the same mutated in her name in the records of Kolkata Municipal Corporation wherein it was independently assessed as Premises No.65A, Bidhan Sarani, Police Station Burtolla, Kolkata – 700 006.

AND WHEREAS by virtue of an Indenture dated 28th day of April, 2008 duly registered in the office of the Additional Registrar of Assurances - II, Kolkata in Book No.I, CD Volume No.77, Pages from 1268 to 1285, Being No.10787 for the year 2008, M/S. S.K.Mall Commercial Services Private Limited purchased ALL THAT piece and parcel

of land measuring 14 (fourteen) Cottahs more or less, being Municipal Premises No.25, Mahesh Bhattacharjee Sarani, (formerly Roy Bagan Street), Police Station Burtolla, Kolkata - 700 006, in ward No.16 within the local limits of Kolkata Municipal Corporation from the erstwhile owner for valuable consideration mentioned therein.

AND WHEREAS thereafter the said M/s. S. K. Mall Commercial Services Pvt. Limited changed its name to M/s. S. K. Mall Pvt. Limited and thereafter converted the said Company into a public Limited Company namely M/s. SKM Estates Limited through Registrar of Companies, Government of India, Ministry of Corporate affairs on 29th day of April, 2009.

AND WHEREAS by virtue of Deed of Conveyance, dated 26th day of April, 2013 duly registered in the office of the Additional Registrar of Assurances - II, Kolkata in Book No.I, CD Volume No.19, Pages from 6791 to 6811, Being No.5925 for the year 2013 the said M/s. SKM Estates Limited, indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT undivided 7 (seven) Cottahs more or less of land out of 14 (fourteen) Cottahs of land being the undivided portion of municipal Premises No.25, Mahesh Bhattarjee Sarani, Police Station Burtolla, Kolkata - 700 006, to M/S. On The House Private Limited.

AND WHEREAS while seized and possessed of the said undivided share of the property, the said M/S. On The House Private Limited, sold, transferred, conveyed, assigned and assured the said undivided 7 (seven) Cottahs more or less of land being the undivided portion of municipal Premises No.25, Mahesh Bhattarjee Sarani, Police Station Burtolla, Kolkata - 700 006, to M/S. R K I SMELTERS PRIVATE LIMITED by virtue of Deed of Conveyance, dated 4th day of December, 2019 duly registered in the office of the Additional Registrar of Assurances - IV, Kolkata copied in Book No.I, Volume No.1904-2019, Pages from 550562 to 550616, Being No.11192 for the year 2019, for valuable consideration mentioned therein.

AND WHEREAS by virtue of a deed of conveyance dated 26/04/2013, registered in the office of the Addl. Registrar of Assurances – II, Kolkata and recorded in Book No.I, CD Volume No.19, Page from 6812 to 6832, Being No.5926 for the year 2013, said M/s. SKM Estates Limited sold and conveyed the undivided 1/4th share and interest of the land measuring 14 (fourteen) Cottahs more or less [i.e. equivalent to 3 (three) Cottahs 8 (eight) Chittaks more or less] lying and situate at and being the undivided portion of Premises No.25, Mahesh Bhattacharjee Sarani, Police Station Burtolla, Kolkata – 700 006 to Sushil Kumar Misra & Sons (HUF), for valuable consideration mentioned therein.

AND WHEREAS by virtue of a deed of conveyance dated 26/04/2013, registered in the office of the Addl. Registrar of Assurances – II, Kolkata and recorded in Book No.I, CD Volume No.19, Page from 6770 to 6790, Being No.5924 for the year 2013, said M/s. SKM Estates Limited sold and conveyed the undivided 1/4th share and interest of the land measuring 14 (fourteen) Cottahs more or less [i.e. equivalent to 3 (three) Cottahs 8 (eight) Chittaks more or less] lying and situate at and being the undivided portion of Premises No.25, Mahesh Bhattacharjee Sarani, Police Station Burtolla, Kolkata – 700 006 to M/s. S.K. Misra Realty Pvt. Limited, for valuable consideration mentioned therein

AND WHEREAS by virtue of a deed of conveyance dated 31.03.2022, registered in the office of the Addl. Registrar of Assurances – I, Kolkata and recorded in Book No.I, Volume No.1901-2022, Page from 202647 to 202675, Being No.3146 for the year 2022, said Sushil Kumar Misra & Sons (HUF) sold and conveyed the undivided 3 (three) Cottahs 8 (eight) Chittaks more or less of land lying and situate at and being the undivided portion of Premises No.25, Mahesh Bhattacharjee Sarani, Police Station Burtolla, Kolkata – 700 006 to the said Avijit Singha Roy, for valuable consideration mentioned therein.

AND WHEREAS by virtue of a deed of conveyance dated 31.03.2022, registered in the office of the Addl. Registrar of Assurances – I, Kolkata and recorded in Book No.I, Volume No.1901-2022, Page from 202619 to 202646, Being No.3145 for the year 2022, said M/s. S.K. Misra Realty Pvt. Limited sold and conveyed the undivided 3 (three)

Cottahs 8 (eight) Chittaks more or less of land lying and situate at and being the undivided portion of Premises No.25, Mahesh Bhattacharjee Sarani, Police Station Burtolla, Kolkata – 700 006 to the said Avijit Singha Roy, for valuable consideration mentioned therein.

AND WHEREAS on the happening of the above events said M/S. R K I SMELTERS PRIVATE LIMITED and said Avijit Singha Roy became the joint owners of the entire property being Premises No.25, Mahesh Bhattacharjee Sarani, Police Station Burtolla, Kolkata – 700 006, having an area of land measuring 14 (fourteen) Cottahs more or less and the rest portion of Premises No.65, Bidhan Sarani, Police Station Burtolla, Kolkata – 700 006, measuring 3 (three) Cottahs 7 (seven) Chittaks more or less.

AND WHEREAS thereafter finally said M/S. R K I SMELTERS PRIVATE LIMITED and said Avijit Singha Roy got the above two premises mutated in their names and thereafter amalgamated the two premises into a single property in the records of Kolkata Municipal Corporation and the said amalgamated property has been recorded and assessed as Premises No.65, Bidhan Sarani, Police Station Burtolla, Kolkata – 700 006 having a total area of land measuring 17 (seventee) Cottahs 7 (seven) Chittaks more or less, morefully mentioned in the First Schedule hereunder written and they are now jointly seized and possessed of the said property with absolute right, title and interest therein.

AND WHEREAS in order to make proper use and commercial gain from the said premises / property the Owners intended to develop the said premises by constructing a multi storied building decided to engage, appoint and entrust the said development work to a capable, competent and reputed Developer who could skillfully raise and complete the said proposed multi-storied building at its costs and responsibilities and having so decided offered the Developer to undertake the said project and the Developer has agreed to take up the said project and upon such agreement the parties hereto entered into this Development Agreement under mutual terms and conditions hereinafter appearing.

NOW THIS AGREEMENT FOR DEVELOPMENT WITNESSETH AND THE PARTIES AGREE AS FOLLOWS:-

ARTICLE – I, DEFINITION

1.1 BUILDING: shall mean proposed (G+12) storied building/s so to be constructed according to the plan to be sanctioned at the instance of the developer by the competent authority / Kolkata Municipal Corporation on the said premises morefully described in the First Schedule written herein below.

1.2 COMMON FACILITIES AND AMENITIES: Shall mean and include entrance of the building, lobbies, stairs, staircases, lift, passage, ways, pump room, ultimate roof, main gate, water distribution pipes, rain water pipes / aqua-ducts, sewerages, drains, common meter room / space, common lighting, RCC structure, underground and overhead water tank and other facilities whatsoever required for common use, maintenance and / or management of the building as would be determined by the Developer in its absolute discretion, morefully mentioned in the Fourth Schedule hereunder written.

1.3. SALEABLE SPACE: shall mean the space within the building/s, which is to be available as a unit / flat / parking and commercial space for independent use and occupation in respect of Owners' Allocation & Developer's Allocation as mentioned in this Agreement.

1.4 LANDOWNERS' ALLOCATION: will be (a) Entire Fourth floor and entire Eighth floor; (b) Six numbers of Mechanical Car Parking Spaces; and (c) Rs.5,71,00,000/- (Rupees Five Crore Seventy One Lakh) only.

1.5. DEVELOPER'S ALLOCATION: entire balance constructed area in the form of flats, shops, commercial spaces and units and balance car parking spaces of the proposed multi storied at the said Premises No.65, Bidhan Sarani, Police Station Burtolla, Kolkata – 700 006, excepting the Owners' allocation as stated above.

1.6 ARCHITECT / ENGINEER: shall mean such person or persons appointed or to be appointed by the Developer.

1.7 TRANSFER: with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the landowner as a transfer of space in the said building/s to intending purchasers thereof for Developer allocation.

1.8 BUILDING PLAN: shall mean such plan for the construction of the multi storied building/s, which will to be sanctioned by the Kolkata Municipal Corporation in the name of the landowner for construction of the building/s including its modification and amenities and alterations.

1.9 PREMISES: shall mean ALL THAT piece or parcels of land measuring 17 (seventeen) Cottahs 7 (seven) Chittacks be the same a little more or less lying and situate at and being Premises 65, Bidhan Sarani, P.O. Beadon Street, Police Station Burtolla, Kolkata - 700 006, in Ward No.16, within the local limits of Kolkata Municipal Corporation, morefully described in the First Schedule hereunder written.

1.10 ADVOCATE: The person or persons and / or Advocate / Advocates / Solicitor to be appointed by the Developer at their costs and expenses for looking after all legal matters in connection with the project under this agreement.

ARTICLE – II, COMMENCEMENT

2.1 This Agreement shall be deemed to have been commenced on and with effect from the date of execution of this agreement.

ARTICLE – III, LANDOWNERS' RIGHT & REPRESENTATION

3.1 That the piece or parcels of land measuring 17 (seventeen) Cottahs 7 (seven) Chittacks be the same a little more or less lying and situate at and being Premises 65,

Bidhan Sarani, P.O. Beadon Street, Police Station Burtolla, Kolkata - 700 006, in Ward No.16, within the local limits of Kolkata Municipal Corporation is free from all encumbrances and the landowners herein are giving to develop the said property to the developer herein.

3.2 POSSESSION: The Landowners are now seized and possessed of and / or otherwise well and sufficiently entitled to the said premises and shall deliver physical possession to the developer to develop the said premises.

3.3 The said premises is free from all litigation and the landowners have marketable title in respect of the said undivided land of the premises.

3.4 The Owners declare that they are entitled to enter into this agreement with the Developer and they have full right and absolute authority to sign and execute the same.

3.5 That excepting the owners, nobody else has any right, title, interest, claim or demand whatsoever or howsoever over the said premises.

3.6 That the owners pursuant to this Agreement for Development will simultaneously handover the physical and vacant possession of the said entire premises to the Developer herein.

3.7 That the Land Owners further undertake to execute registered Development Power of Attorney in favour of the Developer herein which to be irrevocable in nature for the purpose of constructing multistoried building/s at the said premises and to sell or transfer the Developer's allocation and to receive the advance money, part payment and the entire consideration thereof and / or any acts, deeds and things with the absolute right title and interest for negotiation, settlement, resettlement.

3.8 That the Owners have not entered into any agreement for sale or Lease or Development of the Said Property or any part thereof with any person or persons prior to this agreement.

3.9 That the Owners shall not do any act, deed, matter or thing whereby or by reason whereof, the Development of the Said Property may be prevented or affected.

3.10 The Owners have a good and marketable title to the said property and the same is free from all encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies (including thika tenancy), licenses, trusts, debutter, prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, attachments, vestings, alignments, easements, liabilities, lis pendens, suits, legal proceedings and litigation whatsoever.

3.11 The said land or any part thereof is at present not affected by any requisitions or acquisition or any alignment of any authority or authorities under any law or otherwise nor any notice or intimation about any such proceedings has been received or come to the notice of the Owners and that there is no excess vacant land at the said Property within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.

3.12 Neither the said property nor any part thereof has been attached and / or is liable to be attached due to Income tax, revenue or any other public demand.

3.13 It is further covenant by the Owners that in case any dispute crops up in respect of the title of the Property the same shall be set right by the Owner at his own costs and expenses and the Owners shall take responsibility of persons in respect of the Said Property or having any sorts of direct or indirect interest in the Said Property. If the Said Property is found to be anywise encumbered or to suffer from any defect in title or the development of the said property is found to be impossible for such causes or disturbances or for any inherent / legal defects or shortfall the Owner shall forthwith compensate the Developer and the related persons.

ARTICLE – IV, DEVELOPER RIGHTS & REPRESENTATION

4.1. The Developer shall have authority to deal with the property in terms of the agreement and to negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against Developer's allocation or acquire right under these agreement without prejudiced to the owners' right.

4.2. The landowners hereby grant permission, subject to what have been hereunder provided, exclusive right to the developer to build new building and/or buildings upon the said premises in accordance with the plan to be sanctioned by Kolkata Municipal Corporation or the authority concern in the name of the landowners with or without any amendment and / or modification thereof to be made or caused to be made by the developer herein.

4.3. All applications, plans and other papers and documents that may be required by the developer for the purpose of obtaining necessary sanction from the Kolkata Municipal Corporation shall be prepared and submitted by the developer on behalf of the landowners with the help of the Power of Attorney and the landowners shall sign all such plans, application, other papers and documents as and when necessary for the purpose of Development and all costs expenses including plan sanctioning costs will be borne by the developer.

4.4. That the Developer shall the carry total construction work of the proposed building/s as per the sanctioned Building Plan at its cost and will take the sale proceeds of Developer's Allocation exclusively.

4.5. Booking from intending purchasers for Developer's Allocation will be taken by the developer and the agreement with the intending purchasers will be signed in its name on behalf of the landowners as a Registered Development Power of Attorney holder.

4.6 The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the landowners and the profit & loss, earned from the project will be entirely received or borne by the developer and no amount will be adjusted from the Owners' Allocation on account of loss or vice versa on account of profit from Developer's Allocation. The land owners on the other hand can sell their allocation as per their choice and rate.

4.7 Developer is empowered to collect consideration money from the sale of Developer's Allocation from the intending purchasers and issue money receipt in his / her / their / its own name. the developer will also take advance and full and final consideration from the intending purchaser/s for Developer's Allocation only.

4.8 On completion of the proposed building/s, when the flats / units and / or any other space are ready for giving possession to the intending purchaser/s, possession letters will be signed by the Developer as the representatives and Power of Attorney holders of the landowners and the landowners will also sign as confirming party, if needed. The Deed of Conveyance will be signed by the Developer on behalf of and as representative and registered Power of Attorney holder of the landowners.

4.9 That Developer will handover and / or deliver the peaceful vacant possession of the owners' allocation as per the terms and condition of this Agreement. The developer shall intimate the landowners by serving and one month's notice to receive their possession personally or through their lawful representative and the said Land Owners will be bound to accept their said allocation.

4.10 All construction cost and other charges will be borne by the developer, no liability on account of construction cost will be charged from Owners' Allocation.

4.11 That the Developer will be obliged to handover constructed area in the proposed building/s as per owners' allocation morefully mentioned in the Second Schedule, but the

Developer shall not be obliged to pay anything more or less than the share of the Landowners according to the allocation.

4.12 The Developer shall after the execution of this agreement be at liberty to advertise, fix hoarding or sign board of any kind relating to the publicity for and / or inviting the intending purchasers for the sale of flats, shops, spaces and units of the Developer's allocation with exclusive right and authority to negotiate for the sale of such flats, shops, units and spaces together with proportionate share of land to any prospective buyers before, after or in course of construction of work of the said building at such consideration and on such terms and conditions as the Developer shall think fit and proper, either at its own effort or by appointing Marketing Agencies. It is clearly agreed and declared by the parties herein that the entire consideration money for such transfer or transfers as aforesaid including earnest money or part payments thereof shall be received by the Developer. The Owners herein will have no right and share and will not be entitled to any portions thereof.

4.13 The Developer shall be entitled to occupy and use the Premises SUBJECT TO the terms of this agreement, for the duration of the project. The Developer shall be entitled to use the Premises for setting up a temporary site office and / or quarters for its guard and other staff and shall further be entitled to put up boards and signs advertisement in the project and post its watch and ward staff.

4.14 Upon being introduced into the Premises, the Developer shall be at liberty to do all works as be required for the project and to utilize the existing electricity and water in the Premises, at the Developer's costs and expenses. The Developer shall have the right to obtain temporary and / or permanent connection of utilities for the project and the Owners shall sign and execute all papers and documents necessary therefore by the concerned authorities for such utilities, if required.

4.15 That the Developer shall demolish the existing structure at its costs and the realization of sale proceeds of the old building materials will be appropriated by the Developer and the Landowners will not be entitled to any such materials.

ARTICLE – V, CONSIDERATION

5.1 The Developer has agreed to build the said proposed multistoried building/s at its cost and expenses and to commercially exploit the said premises and the landowners shall not be required to contribute any sums towards the construction and other charges of the said building and / or buildings on the said premises. The developer has agreed to provide the landowners the space defined in Owners' Allocation.

5.2 In consideration of the landowners having agreed to grant exclusive right for developing the said premises and in consideration of the Owners' Allocation as herein provided, the developer will be entitled to and have the Developer's allocation herein provided and mentioned.

5.3 Apart from the aforesaid consideration, which has already been agreed to be given by the developer to the landowners, the developer has agreed to make and shall remain bound to make and bear several necessary expenses as consideration for the purpose of development of the said premises and / or this development agreement and such consideration for all practical purposes will be deemed to be apparent consideration on the part of the Developer without any right of reimbursement from the owners are as follows :-

(a) Space allocation to the landowners.

(b) Costs, charges and expenses incurred for construction erection and completion of the said new building/s at the said premises.

(c) Costs, charges and expenses on account of causing the plan or map prepared for the purpose of obtaining sanction by the Kolkata Municipal Corporation

(d) Costs, charges and expenses incurred for engagement of Engineers, if any and also sewerage, drainage and other connections.

(e) Fees payable to Architect and / or the Engineers as also fees payable to the Kolkata Municipal Corporation for the purpose of obtaining necessary permission of sanction for sewerage, drainage and water connection as per sanction.

(f) Legal expenses incurred and paid for this Development Agreement and all other expenses and charges for the purpose of development of the said premises.

5.4 The landowners having agreed to grant exclusive right for developing the said premises in term of these presents the developer has agreed and undertaken to build the said building/s at its costs and expenses and the landowners shall not be required to contribute any sum towards construction of the said building/s and / or development of the land / premises. The cost for individual electricity connection for the respective unit/s of the Building/s will be provided by the respective user.

ARTICLE – VI, PROCEDURE

6.1 The landowners shall grant to the developer Registered Development Power of Attorney as may be required for the purpose of obtaining sanction of building plan and all necessary permission and sanction from different authorities in connection with the construction of the building/s and also for pursuing and following up the matter with the Kolkata Municipal Corporation and other authorities and also for selling, transferring and conveying Developer's Allocation and for executing deed of conveyance and handing over physical as well as legal possession of the Developer's Allocation to the intending purchaser / purchasers.

ARTICLE – VII, DEALING OF SPACE IN THE BUILDING AND / OR BUILDINGS

7.1 The Developer shall on completion of the new building/s put the landowners in undisputed peaceful possession of the Owners' Allocation together with all rights of the common facilities and amenities as mentioned earlier, within 48 months from the date of commencement of construction work after sanction of building plan.

7.2 The landowners shall be entitled to transfer or otherwise deal with Owners' Allocation in the building/s and in that event the developer will be added as party to the sale deed, if required, without any demand being raised by the Developer herein.

7.3 The Developer shall be exclusively entitled to the Developer's Allocation in the said building and / or Buildings with exclusive right to transfer any right, claim, interest therein irrespective of the landowners and the landowners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

7.4 In so far as necessary all dealing by the Developer's in respect of the building/s including Agreement for Sale or any kind of transfer receiving advance money concerning Developer's Allocation shall be in the name of the Developer for which purpose of the landowners undertake to give the developer or the Developer's agent, a Registered Power of Attorney in a form and manner required by the Developer. It being understood that such dealing shall not in any manner fasten or create any financial liability upon the landowners.

ARTICLE – VIII, SPACE ALLOCATION

8.1 On completion of the proposed building/s, the landowners agree to sign either personally or through their Attorney holder/s as per sole decision of Developer, execute and register at the cost of the Developer or intending buyer all such agreement, document, instruments and writings as may be necessary and expedient for the purpose of transfer or sale of the Developer's Allocation in time to time.

ARTICLE – IX, POWER AND PROCEDURE

9.1 The landowners shall execute separate Development Power of Attorney which is to be irrevocable in nature for the purpose of construction of the multistoried building and / or buildings from time to time as per the convenience of the Developer and till handing over of all developer's allocation including all settlements, negotiation, execution in favour of the developer including power of preparing and executing and signing and also presenting for registration of Deed of Conveyance for Developer's Allocation.

ARTICLE – X, NEW BUILDING

10.1 The Developer shall at its cost construct, and complete the new building/s at the said premises in accordance with the sanctioned plan with good and standard material as may be specified by the Architect/Engineer from time to time.

10.2 The Developer shall install and erect in the building/s at Developer's cost and expenses, pump water, storage tank, overhead reservoir, electrification, permanent electric connection from the CESC and until permanent electric connection is provided, to obtain temporary electric connection to be provided in a residential building/s having self-contained apartments and constructed for sale of flats, unit and/or any other spaces therein on ownership basis.

10.3 All costs, charges and expenses including Architect's fees shall be discharged and paid by the Developer and the landowners shall bear no responsibility in this context.

10.4 All such taxes outgoing in respect of the said properties would be borne by the developer till the date of completion of the construction and allocation. From the date of completion and allocation of the floor area between the landowners and the developer the Municipal taxes and other taxes payable for the said property shall be borne in proportionate of area of developer and area of landowners by the landowners and developer and / or its nominees respectively. Up keep repair and maintenance of the said

building/s and other erection and / or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portion thereof.

ARTICLE – XI, COMMON FACILITIES

11.1 The developer shall pay and bear the all property, taxes and other dues and outgoings in respect of the said premises during the course of construction.

11.2 As soon as the building/s at the said premises is completed the developer shall give written notice to the landowners requiring the landowners to take possession of the Owners' Allocation in the building/s if there is no dispute regarding the completion of the building/s in term of the agreement and according to the specification and plan thereof, and certificate of the Architect / L.B.S. or the Corporation being provided to that effect, then after 30 days from the date of service of such notice and at all times there after the landowners shall be exclusively responsible for payment of all Municipal and property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rates) payable in respect of the Owners' Allocation only. The said rates to be proportionate prorate with reference to the said saleable space.

11.3 The landowners and the developer shall punctually and regularly pay for their respective allocations of the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the landowners and developer and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the landowners or the developer in this behalf.

11.4 As and from the date of delivery of possession, the landowners shall also be responsible to pay and bear and shall pay the service charges for the common facilities in the new building/s payable in respect of the Owners' Allocation to the owners association

to be formed by the flat owners. such charges is to include proportionate share of premium for the insurances of the building/s, water, fire and damaging charges and taxes, light, sanction and maintenance, occassional repair and renewal charges for bill collection and management of the common facilities renovation, replacement, repair and maintenance charges and expenses for the building/s and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time.

11.5 The landowners shall not do any act, deed or things, whereby the developer may be prevented from construction and completion of the said building/s.

ARTICLE – XII, COMMON RESTRICTION

12.1 The Owners' Allocation in the building/s shall be subject at to the same restriction and use as are applicable to the Developer's Allocation in the building/s intended for common benefits of all occupiers of the building/s which shall include as follows :-

- I. Neither party shall use or permit to be used the respective allocation in the building/s or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building/s.
- II. Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf.
- III. Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and / or breach of any of the said laws byelaws and regulation.

- IV. The respective parties shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building/s in good working conditions and repair and in particular so as not to cause any damage to the building/s or any other space or accommodation therein and shall keep the other of them and/or the occupiers of the building/s indemnified from and against the consequence of any breach.
- V. No goods or other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building/s and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building/s.
- VI. Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building/s or in the compound corridor or any other portion or portions of the building/s.

ARTICLE – XIII, OWNERS' OBLIGATION

13.1 The landowners hereby agree and covenant with the developer not to cause any interference or hindrance in the construction of the building/s at the said premises by the developer.

13.2 The landowners hereby agree and covenant with developer not to do any act, deed or thing, whereby the developer may be prevented from selling, assigning and / or disposing of any of the Developer's allocated portion in the building/s at the said premises.

13.3 The landowners hereby agree and covenant with the developer not to let out, grant, lease, mortgage and / or charge the said premises or any portion thereof without the consent in writing of the developer during the period of construction.

13.4 The landowners shall permit and also not raise any objection to the developer and its servant/s and agent/s with or without workmen and others, at all reasonable times to enter into an upon the Owners' Allocation and every part thereof for the purpose of constructing, repairing, maintaining building/s, cleaning, lighting and keeping in order and condition any common facility during the period of construction work in respect of the said premises.

13.5 The Owners shall not obstruct or withheld or in any way interfere in the progress of construction of the said building to be made by the Developer. The Owners hereby authorize the Developer to do, execute and perform all acts, deeds, matters and things for the purpose of or relating to the construction of the said building.

13.6 The Owners shall not do any act or thing whereby the Developer shall be prevented from constructing and completing and / or doing any other act relating to the said building and selling, assigning and / or disposing of the Developer's allocation in the said building to the intending buyers / transferees.

13.7 The Owners above-named shall always co-operate the Developer for commercial exploitation of the said plot of land and premises and at the request of the Developer shall at all times sign necessary applications, affidavits, documents, deeds and agreements.

13.8 The Owners herein undertake not to create any kind of charges or mortgages including that of equitable mortgage by depositing the title deeds of their Said property or any portion thereof at any time during the subsistence of this agreement nor shall let out, lease out, mortgage, charge or deliver possession of the Said property hereby agreed and settled or any portion thereof to any third party on and from the date of execution of this agreement.

13.9 The Owners shall keep the Developer indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly

instituted against or suffered by the Owners in respect of the Said Property or for the act and conduct of the Owners or otherwise.

ARTICLE – XIV, DEVELOPER’S OBLIGATIONS

14.1 That the Developer herein will endeavour to sanction the building/s plan from Kolkata Municipal Corporation within 12 (twelve) months from the date of Registered Development Agreement.

14.2 The Developer hereby agrees and covenants with the landowners to handover Owner’s Allocation within 48 (forty eight) months from the date of Registered Development Agreement positively with a grace period of another 6 (Six) months if needed.

14.2 The Developer hereby agrees and covenants with the landowners not to do any act, deed or thing, whereby the landowner is prevented from enjoying, selling, assigning and / or disposing of any Owners’ Allocation in the building/s at the said premises vice versa.

14.3 The Developer shall provide amenities and fixture in the Owners’ Allocation as per specification attached herewith.

ARTICLE – XV, OWNERS’ INDEMNITY

15.1 The landowners hereby undertake that the developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the developer but subject to perform and fulfill the terms and conditions herein contained and / or its part to be observed and performed by the developer herein.

15.2 Owners shall keep the Developer indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted

against or suffered by the Owners in respect of the Said Property or for the act and conduct of the Owners or otherwise.

ARTICLE – XVI, DEVELOPER’S INDEMNITY

16.1 The developer hereby undertakes to keep the landowners indemnified against third party claiming and actions arising out of any sort of act of omission or commission of the developer in relation to the construction of the said building/s.

16.2 The developer hereby undertakes to keep the landowners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the developer’s actions with regard to the development of the said premises and / or for any defect therein.

ARTICLE – XVIII, MISCELLANEOUS

17.1 The landowners and the developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the landowner and the developer in any manner nor shall the parties hereto be constituted as association of persons.

17.2 Immediately upon the developer obtaining vacant possession of the premises the developer shall be entitled to start construction if law of the land so permits otherwise shall start construction on obtaining sanction of the building plan from the competent authority.

17.3 It is understood that from time to time to facilitate the construction of the building/s by the developer, various deeds matters and things not hereby specified may be required to be done by the developer and for which the developer may need the authority of the landowner and various applications and other documents may be required to be signed or made by the landowners related to which specific provisions may not have been mentioned herein. The landowners hereby undertake to do all such legal acts, deeds,

matters and things as and when required and the landowners shall execute any such additional power of attorney and / or authorization as may be required by the developer Specific for the purpose of Construction and the landowners also undertake to sign and execute all such additional applications and other documents as the cause may be, provided that all acts, deeds, matters and things do not in any way infringe on the rights of the owners and / or against the spirit of these presents.

17.4 The landowners shall not be liable for any income tax, wealth tax, GST or any other taxes in respect of the Developer's Allocation and the developer shall be liable to make payment of the same and keep the landowners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof and vice versa. The Owners will pay GST for the Owner's allocation.

17.5 Any notice required to be given by the developer to the landowners shall without prejudice to any other mode of service available be deemed to have been served on the landowners if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the developer by the landowner if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgement to the registered office of the developer.

17.6 The developer and the landowners jointly shall frame scheme for the management and the administration of the said building/s and / or common parts thereof. After the completion of the said building/s and receiving peaceful possession of the allocation the landowners hereby agree to abide by all the rules and regulations to be framed by any society / association / holding organization and / or any other organization, who will be in charge or such management of the affairs of the building/s and / or common parts thereof and hereby given their consent to abide by such rules and regulations.

17.7 The name of the building/s shall selected by the Developer.

17.8 The developer be entitled to borrow money at their own risk and responsibility from any Bank or any financial institution without creating any financial liability of the landowners or effecting their estate and interest in the said premises. It being expressly agreed and understood that in no event the landowners nor any of their estate shall be responsible and / or be made liable for payment of any due to such bank or banks and the developer shall keep the landowner indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.

17.9 As and from the date of completion of the building/s the developer and / or its transferees and the landowners and / or their transferees shall each be liable to pay and bear proportionate charges on account of ground rent and wealth tax and other taxes & outgoing payable in respect of their respective spaces.

17.10 The original Title Deeds relating to the said premises will be in the custody of the Developer at the time of signing of this agreement and who will give copy of the same to the Owners and the prospective purchasers of the developer's allotted share of flats, parking and / or any other spaces will be at liberty to inspect the same as and when required. The Developer will render or undertake to produce the original Title Deeds before the authority / authorities as and when so required. The Developer also undertakes to allow inspection of the said Title Deeds to the Owners or their agents as and when required and the original all papers in respect of the land will be deposited to the association by the Developer after completion of the new proposed building and/or buildings.

17.11 If any dispute arises during the period of construction, the parties will do all sorts of acts and deeds for solve the same mutually.

18.12 The building/s proposed to be constructed by the developer shall be made in accordance with the specification morefully and particularly mentioned and described in the Fourth Schedule herein written.

ARTICLE – XIX, FORCE MAJEURE

18.1 The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

18.2 Force Majeure shall mean pandemy, epidemy, lockdown, flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other act of commission beyond the reasonable control of the parties hereto.

ARTICLE – XX, JURISDICTION

19.1 The Hon'ble competent lower Court or High Court at Calcutta would be the Jurisdiction to settle such disputes of the property to entertain and determine all actions suits and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the entire property)

All that piece and parcel of land measuring an area of 17 (seventeen) Cottahs 7 (seven) Chittacks, be the same a little more or less together with old single storied building thereon, measuring 2,200 sq. ft. more or less standing thereon, with cement flooring, lying and situate at and being Premises No.65, Bidhan Sarani, P.O. Beadon Street, Police Station Burtolla, Kolkata - 700 006, in Ward No.16, Borough No.II, Assessee No.110160400018, within the local limits of Kolkata Municipal Corporation; butted and bounded as follows:-

On The North By : Partly Premises No.66, Bidhan Sarani & partly Premises No.24/1A, Roy Bagan Lane,
 On The South By : Partly Premises No.65A, Bidhan Sarani, partly Premises No.55B, Avedananda Road & partly Premises No.26A, Roy Bagan Lane,

On The East By : Roy Bagan Lane,
 On The West By : Bidhan Sarani.

(Zone : Srimoni Market Crossing – Abhoy Guha Road Crossing On Road)

THE SECOND SCHEDULE ABOVE REFERRED TO

LAND OWNERS' ALLOCATION : The Landowner hereto in consideration of allowing the developer to develop the said premises as stated in the first schedule herein above by raising the proposed multi storied building/s in accordance with the building plan so to be sanctioned by the Kolkata Municipal Corporation or appropriate authority concerned will be entitled to have the allocation in the manner as follows;

(a) Entire Fourth floor and entire Eighth floor; M/S. R K I SMELTERS PRIVATE LIMITED will get the entire Fourth floor and MR. AVIJIT SINGHA ROY will get the entire Eighth floor;

(b) Six numbers of Mechanical Car Parking Spaces; Each of the Owners will get three Mechanical Car Parking Spaces; and

(c) Rs.5,71,00,000/- (Rupees Five Crore Seventy one Lakh) only;

Out of the said amount, a sum of Rs.1,21,00,000/- (Rupees One Crore Twenty One lakh) only will be paid to M/S. R K I SMELTERS PRIVATE LIMITED and a sum of Rs.3,50,00,000/- (Rupees Three Crore Fifty Lakh) only to MR. AVIJIT SINGHA ROY, at the time of registration of this agreement. After plan sanction Rs.1,00,00,000/- (Rupees One Crore Only) will be paid to M/S. R K I SMELTERS PRIVATE LIMITED after deducting TDS.

Be it further mentioned here that after taking delivery of the Owners' Allocation the Owners will get their allocation partitioned and or transferred amongst themselves as per law.

THE THIRD SCHEDULE ABOVE REFERRED TO


(Developer's Allocation)

DEVELOPER'S ALLOCATION : Entire balance constructed area in the form of flats, shops, commercial spaces, flats and units and balance car parking spaces of the proposed multi storied at the said Premises No.65, Bidhan Sarani, Police Station Burtolla, Kolkata – 700 006, excepting the Owners' allocation as stated above together with undivided proportionate share, title and interest Together with the common facilities, common parts and common amenities of the building/s together with absolute right on the part of the developer to enter into agreement for sale with intending purchaser/s and / or agent/s, by any mode of transfer like sell, gift, lease, letting out, demise, etc. as the absolute owners thereof.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(SPECIFICATION OF WORK)

1. Structure :
 - R.C.C framed structure with brick wall and both side cement plastering.
2. Flooring :
 - Drawing and Dining floor vitrified floor tiles.
 - Common and attached bathroom anti skid vitrified floor tiles.
 - Kitchen vitrified floor tiles flooring.
3. Kitchen :
 - Granite polished counter top with 2(two) ft. high dado of ceramic tiles.
 - Steel sink.
 - Exhaust fan / chimney point.
4. Bathroom :
 - Ceramic tiles up to window top height.
 - White sanitary ware of Hindware / Jaguar.
 - Exhaust fan point.

- C.P. fittings of standard quality.
 - White Basin.
5. Doors :
- Entrance Door-polished teak ply / veneer flush door with Sal frame inside the flat- painted flash door with Sal frame.
6. Window:
- Aluminium sliding window with glass.
7. Internalwall:
- Putty only.
8. Stair Landing:
- Marble / granite / vitrified floor tiles finished.
9. Electrical:
- Concealed copper wiring.
 - Cable T.V in Living / Dining and Master Bedroom.
 - Adequate 15 Amp plug points for fridge and other electrical appliances.
 - Calling Bell and electric light point in entrance.
 - Electric light point in verandah.
 - 1 (one) No. of 15 Amp plug point.
10. Lift: Will be provided by the Developer.
11. Additional specification at extra cost with prior intimation:
- The extra work may be done subject to approval of the Architect's of the Developer and extra cost will be deposited in advance to the developer herein.
 - All decision of developer will be final subject to sanctioned Plan.
- 

IN WITNESS whereof the parties hereto put their respective sign, seal and signature hereunto on the day, month and year first above written.

WITNESSES:

1. *Sunmeet Ash.*
32/1B, Baghajatin Road,
Kolkata-36.

Arijit Singhrao

RKI SMELTERS PVT. LTD.

Ramesh
Director

Signature of the Land Owners

2. *Sumit Kumar De.*
51B, Chidam Mudi hehe,
Kolkata-700006.

GRINAM REAL ESTATES PRIVATE LIMITED
Rajendra
Director

Drafted and prepared by:

Dipak Kumar Saha

Dipak Kumar Saha

Advocate

High Court, Calcutta

W.B.No.319/1991.

Signature of the Developer



MEMO OF CONSIDERATION

Received from the within named Developer the within mentioned payment of Rs.4,71,00,000/- (Rupees Four Crore Seventy One Lakh) only in the following manner:

SL. NO.	NAME	CHEQ/DRAFT/N EFT	DATE	BANK	BRANCH	AMOUNT (RUPEES)
1.	AVIJIT SINGHA ROY	131153	23.01.2022	PNB	SOUTH SINTHEE	50,00,000.00
2.	AVIJIT SINGHA ROY	131155	02.03.2022	PNB	"	75,00,000.00
3.	AVIJIT SINGHA ROY	NEFT	31.03.2022	PNB	"	10,000.00
4.	AVIJIT SINGHA ROY	RTGS	02.04.2022	PNB	"	99,90,000.00
5.	AVIJIT SINGHA ROY	RTGS	02.04.2022	PNB	"	50,00,000.00
6.	AVIJIT SINGHA ROY	NET BANKING	18.06.2022	PNB	"	18,00,000.00
7.	AVIJIT SINGHA ROY	"	06.07.2022	PNB	"	18,00,000.00
8.	AVIJIT SINGHA ROY	"	25.08.2022	PNB	"	4,00,000.00
9.	AVIJIT SINGHA ROY	TDS				13,90,000.00
10.	AVIJIT SINGHA ROY	TDS				11,10,000.00
11.	AVIJIT SINGHA ROY	TDS				2,00,000.00
12.	AVIJIT SINGHA ROY	TDS				2,00,000.00
13.	AVIJIT SINGHA ROY	TDS				6,00,000.00
14.	RKI SMELTORS PVT. LTD.	131158	13.05.2022	PNB	SOUTH SINTHEE	9,90,000.00
15.	RKI SMELTORS PVT. LTD.	NET BANKING	04.08.2022	PNB	SOUTH SINTHEE	22,50,000.00
16.	RKI SMELTORS PVT. LTD.	NEFT	31.08.2022	PNB	SOUTH SINTHEE	6,50,000.00
17.	RKI SMELTORS PVT. LTD.	DD NO. 275017	31.08.2022	PNB	SOUTH SINTHEE	5,00,000.00
18.	RKI SMELTORS PVT. LTD.	DD NO. 275018	31.08.2022	PNB	SOUTH SINTHEE	5,00,000.00
19.	RKI SMELTORS PVT. LTD.	DD NO. 275019	31.08.2022	PNB	SOUTH SINTHEE	5,00,000.00
20.	RKI SMELTORS PVT. LTD.	DD NO. 275020	31.08.2022	PNB	SOUTH SINTHEE	5,00,000.00
21.	RKI SMELTORS PVT. LTD.	DD NO. 275021	31.08.2022	PNB	SOUTH SINTHEE	5,00,000.00
22.	RKI SMELTORS PVT. LTD.	DD NO. 275022	31.08.2022	PNB	SOUTH SINTHEE	5,00,000.00
23.	RKI SMELTORS PVT. LTD.	DD NO. 275023	31.08.2022	PNB	SOUTH SINTHEE	5,00,000.00
24.	RKI SMELTORS PVT. LTD.	DD NO. 275024	31.08.2022	PNB	SOUTH SINTHEE	5,00,000.00
25.	RKI SMELTORS PVT. LTD.	DD NO. 275025	31.08.2022	PNB	SOUTH SINTHEE	5,00,000.00
26.	RKI SMELTORS PVT. LTD.	DD NO. 275026	31.08.2022	PNB	SOUTH SINTHEE	5,00,000.00
27.	RKI SMELTORS PVT. LTD.	DD NO. 275027	31.08.2022	PNB	SOUTH SINTHEE	5,00,000.00
28.	RKI SMELTORS PVT. LTD.	DD NO. 275028	31.08.2022	PNB	SOUTH SINTHEE	5,00,000.00
29.	RKI SMELTORS PVT. LTD.	DD NO. 275029	31.08.2022	PNB	SOUTH SINTHEE	5,00,000.00
30.	RKI SMELTORS PVT. LTD.	DD NO. 275030	31.08.2022	PNB	SOUTH SINTHEE	5,00,000.00
31.	RKI SMELTORS PVT. LTD.	TDS				1,10,000.00
32.	RKI SMELTORS PVT. LTD.	TDS				2,50,000.00
33.	RKI SMELTORS PVT. LTD.	TDS				8,50,000.00
					TOTAL	4,71,00,000.00

RUPEES FOUR CRORE SEVENTY ONE LAKH ONLY

WITNESSES:

1. *Sumeet Ash.*

2. *Sumit Kumar De.*

Anujit Singha Roy

RKI SMELTORS PVT. LTD.

Ranvir

Director

Signature of the Owners

Major Information of the Deed

Deed No :	I-1902-10254/2022	Date of Registration	01/09/2022
Query No / Year	1902-2002588763/2022	Office where deed is registered	
Query Date	28/08/2022 9:28:50 PM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Dipak Kumar Saha 2/1, Ramlal Agarwal Lane, Thana : Baranagar, District : North 24-Parganas, WEST BENGAL, PIN - 700050, Mobile No. : 9830219513, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 4,71,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 10,13,18,507/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 4,71,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :




District: Kolkata, P.S:- Burtola, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Bidhan Sarani, Road Zone : (Srimoni Market Crossing -- Abhoy Guha Road Crossing On Road) , , Premises No: 65, , Ward No: 016 Pin Code : 700006

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	17 Katha 7 Chatak	1/-	9,98,33,507/-	Property is on Road
Grand Total :				28.7719Dec	1 /-	998,33,507 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2200 Sq Ft.	1/-	14,85,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 2200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		2200 sq ft	1 /-	14,85,000 /-	




Land Lord Details :




SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr AVIJIT SINGHA ROY Son of Late Ganesh Chandra Singha Roy Executed by: Self, Date of Execution: 01/09/2022 , Admitted by: Self, Date of Admission: 01/09/2022 ,Place : Office			
	01/09/2022	LTI 01/09/2022		01/09/2022
Nowapara, City:- , P.O:- Hatiyara, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700157 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx4C,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 01/09/2022 , Admitted by: Self, Date of Admission: 01/09/2022 ,Place : Office				
2	R K I SMELTERS PRIVATE LIMITED 33/1, N.S. Road, 5th Floor, Room No. 551, City:- , P.O:- G P O, P.S:-Burrobazar, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx2K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative			

Developer Details :




SI No	Name,Address,Photo,Finger print and Signature			
1	GRIHAM REAL ESTATES PRIVATE LIMITED 48/1C, B.T. ROA, City:- , P.O:- Sinth, P.S:-Sinthi, District:-North 24-Parganas, West Bengal, India, PIN:- 700050 , PAN No.:: AAxxxxxx5B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr RAJENDRA ANCHALIA Son of Mohan Lal Anchalia Date of Execution - 01/09/2022, , Admitted by: Self, Date of Admission: 01/09/2022, Place of Admission of Execution: Office			
	Sep 1 2022 12:25PM	LTI 01/09/2022		01/09/2022
1B, Deodar Street,, Flat No: 5B, 5th Floor, City:- , P.O:- Ballygunj, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx2G,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : R K I SMELTERS PRIVATE LIMITED (as Director)				

Name	Photo	Finger Print	Signature
Mr RANJAN SAHA (Presentant) Son of Late Ratish Chandra Saha Date of Execution - 01/09/2022, , Admitted by: Self, Date of Admission: 01/09/2022, Place of Admission of Execution: Office			
	Sep 1 2022 12:25PM	LTI 01/09/2022	01/09/2022
74, Desha Priya Nagar Colony, City:- , P.O:- Sinthi, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700050, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALxxxxxx2L,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : GRIHAM REAL ESTATES PRIVATE LIMITED (as Director)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Dipak Kumar Saha Son of Late Ajit Kumar Saha 2/1, Ramlal Agarwal Lane,, City:- , P.O:- Sinthi, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700050			
	01/09/2022	01/09/2022	01/09/2022
Identifier Of Mr AVIJIT SINGHA ROY, Mr RAJENDRA ANCHALIA, Mr RANJAN SAHA			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mr AVIJIT SINGHA ROY	GRIHAM REAL ESTATES PRIVATE LIMITED-14.3859 Dec
2	R K I SMELTERS PRIVATE LIMITED	GRIHAM REAL ESTATES PRIVATE LIMITED-14.3859 Dec

Transfer of property for S1

SI.No	From	To. with area (Name-Area)
1	Mr AVIJIT SINGHA ROY	GRIHAM REAL ESTATES PRIVATE LIMITED-1100.00000000 Sq Ft
2	R K I SMELTERS PRIVATE LIMITED	GRIHAM REAL ESTATES PRIVATE LIMITED-1100.00000000 Sq Ft

On 01-09-2022

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 11:43 hrs on 01-09-2022, at the Office of the A.R.A. - II KOLKATA by Mr RANJAN SAHA

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 10,13,18,507/-

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

Execution is admitted on 01/09/2022 by Mr AVIJIT SINGHA ROY, Son of Late Ganesh Chandra Singha Roy, Nowapara, P.O: Hatiyara, Thana: New Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by Profession Business

Indetified by Mr Dipak Kumar Saha , , , Son of Late Ajit Kumar Saha , 2/1, Ramlal Agarwal Lane,, P.O: Sinthi, Thana: Baranagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700050, by caste Hindu, by profession Advocate

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

Execution is admitted on 01-09-2022 by Mr RAJENDRA ANCHALIA, Director, R K I SMELTERS PRIVATE LIMITED (Private Limited Company), 33/1, N.S. Road, 5th Floor, Room No. 551, City:- , P.O:- G P O, P.S:-Burrobazar, District:- Kolkata, West Bengal, India, PIN:- 700001

Indetified by Mr Dipak Kumar Saha , , , Son of Late Ajit Kumar Saha , 2/1, Ramlal Agarwal Lane,, P.O: Sinthi, Thana: Baranagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700050, by caste Hindu, by profession Advocate

Execution is admitted on 01-09-2022 by Mr RANJAN SAHA, Director, GRIHAM REAL ESTATES PRIVATE LIMITED (Private Limited Company), 48/1C, B.T. ROA, City:- , P.O:- Sinthi, P.S:-Sinthi, District:-North 24-Parganas, West Bengal, India, PIN:- 700050

Indetified by Mr Dipak Kumar Saha , , , Son of Late Ajit Kumar Saha , 2/1, Ramlal Agarwal Lane,, P.O: Sinthi, Thana: Baranagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700050, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 4,71,021/- (B = Rs 4,71,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 4,71,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 31/08/2022 12:02PM with Govt. Ref. No: 192022230111056938 on 31-08-2022, Amount Rs: 4,71,021/-, Bank: SBI EPay (SBlePay), Ref. No. 4237939895227 on 31-08-2022, 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/-, by online = Rs 74,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 183479, Amount: Rs.100/-, Date of Purchase: 05/03/2022, Vendor name: S MUKHERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 31/08/2022 12:02PM with Govt. Ref. No: 192022230111056938 on 31-08-2022, Amount Rs: 74,921/-, Bank: SBI EPay (SBlePay), Ref. No. 4237939895227 on 31-08-2022, Head of Account 0030-02-103-003-02

Satyajit Biswas

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2022, Page from 364709 to 364752
being No 190210254 for the year 2022.



Digitally signed by SATYAJIT BISWAS
Date: 2022.09.05 10:04:33 +05:30
Reason: Digital Signing of Deed.

Handwritten signature

(Satyajit Biswas) 2022/09/05 10:04:33 AM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.

(This document is digitally signed.)