

4564/2021

T- 4579/2021

# भारतीय गैर न्यायिक

पचास  
रुपये  
रु. 50



FIFTY  
RUPEES  
Rs. 50

## INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL A

AB 007239

ARA-IV

19.00  
2/24/21

2/24/21

221  
No: 30971817

221  
221  
136 covered  
13.46 for bank

Additional Registrar of Assurances-IV, Kolkata

THIS AGREEMENT made this 21<sup>st</sup> day of APRIL Two Thousand and Twenty One BETWEEN (1) DIAGNOSIS & CURE CENTRE, (PAN - ALQPS8174E), a sole proprietorship concern of Rajlaxmi Saha wife of Shri Manoranjan Saha having its principal office at 39, Gariahat Road South, Post Office -Dhakuria,

Rajlaxmi Saha Mangil Saha

Chinoti Saha

Val Case No 1094 of 20.04.21  
d/cd 250  
J/c 350  
Total 600/-  
Realised on

ARA-IV  
Kolkata

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

Jandogal

24 APR 2021

Additional Registrar of Assurances-IV, Kolkata

Mangil Saha

Jandogal

6711

Nirman LLP  
40/5 Strand Rd  
Kolkata

NAME	<i>Anirban</i>
ADD	
DATE	13 APR 2021
SURANJAN MIKHERJEE	
Licence of Insurance Vendor	
C. C. Court	
203, K. S. Road, West. Kot 1	

13 APR 2021

13 APR 2021

*Anirban*



ADDITIONAL REGISTRAR  
OF ASSURANCES, KOLKATA

21 APR 2021



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

GRN Details

GRN: 192021220002694172      Payment Mode: Counter Payment  
GRN Date: 09/04/2021 14:09:55      Bank/Gateway: HDFC Bank  
BRN : 12042021033      BRN Date: 12/04/2021 00:04:00  
Payment Status: Successful      Payment Ref. No: 2000749799/1/2021  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: Animesh Nirman LLP  
Address: 40/5 Strand Road kolkata 700001  
Mobile: 9830472908  
Email: vindhyaproperties111@gmail.com  
Depositor Status: Buyer/Claimants  
Query No: 2000749799  
Applicant's Name: Mr Subhash Naskar  
Identification No: 2000749799/1/2021  
Remarks: Sale, Development Agreement or Construction agreement  
Period From (dd/mm/yyyy): 09/04/2021  
Period To (dd/mm/yyyy): 17/04/2021

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000749799/1/2021	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2000749799/1/2021	Property Registration- Registration Fees	0030-03-104-001-16	70021
<b>Total</b>				<b>145042</b>

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



Government of West Bengal



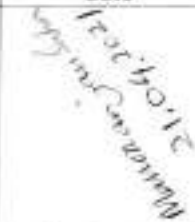


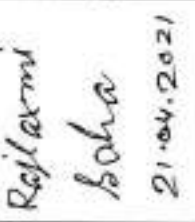



Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - IV KOLKATA, District Name :Kolkata







Signature / LTI Sheet of Query No/Year 19042000749799/2021

I. Signature of the Person(s)

in at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	MANORANJAN SAHA 14, Sreepur Road, P.O.- Haltu, P.S:- Garia, District:-South 24- Parganas, West Bengal, India, PIN - 700078	Land Lord		2209 	 21.04.2021 Manoranjan Saha
2	RAJLAXMI SAHA 14, Sreepur Road, P.O.- Haltu, P.S:- Garia, District:-South 24- Parganas, West Bengal, India, PIN - 700078	Land Lord		2211 	 Rajlaxmi Saha 21.04.2021
3	MANOJIT SAHA 14, Sreepur Road, P.O.- Haltu, P.S:- Garia, District:-South 24- Parganas, West Bengal, India, PIN - 700078	Land Lord		2210 	 Manojit Saha 21.4.2021

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	MINATI SAHA Alias Minati Roy Saha 14, Sreepur Road, P.O.- Haltu, P.S.- Garia, District.-South 24- Parganas, West Bengal, India. PIN - 700078	Land Lord		2212 	<i>Minati Saha</i> 21/4/2021
5	Rajlaxmi Saha , 14, Sreepur Road, P.O.- Haltu, P.S.- Garia, District.-South 24- Parganas, West Bengal, India, PIN - 700078	Represent ative of Land Lord [DIAGNO SIS & CURE CENTRE ]			<i>Rajlaxmi Saha</i> 21.04.2021
6	Ravi Shankar Agarwal , Urbana, Tower 3, 783, Anandapur, Madurdaha, P.O.- EKTP, P.S.- Jadavpur, District.-South 24-Parganas, West Bengal, India, PIN - 700107	Represent ative of Developer [ANIMES H NIRMAN LLP ]		2208 	<i>Ravi Shankar Agarwal</i> 21.04.2021
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Akash Saha Son of Goutam Saha M-9, Sree Pally, Purba Putiary, P.O.- Purba Putiary, P.S.- Regent Park, District.-South 24- Parganas, West Bengal, India, PIN - 700093	MANORANJAN SAHA, RAJLAXMI SAHA, MANOJIT SAHA, MINATI SAHA, Rajlaxmi Saha, Ravi Shankar Agarwal		2213 	<i>Akash Saha</i> 21.04.2021



(Mohul Mukhopadhyay)

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

**NDRC BANK**

Payment Challan Receipt

GRN : 100021220002894172      Bank Ref No : 151454  
GRN Date : 09-Apr-2021      Transaction Date with Time : 12-04-2021 11:01 AM

Depositor ID : 2000749799-1-2021  
Depositor Name : Animesh Nirwan LLP

**PAYMENT DETAILS**

1	00300210300002	75021.00
2	00300310400114	75021.00

Total Amount Paid : 145042.00

Signature of Bank Official

Date :



NOTE: This computer generated e-Challan Receipt should be signed by the Bank official with bank stamp and amount handed over to the depositor. This will be a valid e-Challan Receipt for submission to the Government.

End-Of Document

Police Station - Jadavpur, Kolkata-700031, (2) **MANORANJAN SAHA**, (PAN - ALSPS6270M), son of Late Upendra Nath Saha, by faith - Hindu, by occupation - Business, residing at 14, Sreepur Road, Post Office -Haltu, Police Station - Garfa, Kolkata - 700078, (3) (SMT.) **RAJLAXMI SAHA**, (PAN - ALQPS8174E), wife of Shri Manoranjan Saha, by faith - Hindu, by occupation - Business, residing at 14, Sreepur Road, Post Office -Haltu, Police Station - Garfa, Kolkata - 700078, (4) **MANOJIT SAHA**, (PAN - AUNPS1637G), son of Shri Manoranjan Saha, by faith - Hindu, by occupation - Business, residing at 14, Sreepur Road, Post Office -Haltu, Police Station - Garfa, Kolkata - 700078 and (5) (SMT.) **MINATI ROY (SAHA)**, (PAN - AUHPS5034R), wife of Shri Debashish Roy, by faith - Hindu, by occupation - Business, residing at 14, Sreepur Road, Post Office -Haltu, Police Station - Garfa, Kolkata - 700078 hereinafter referred to as "the **OWNERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs executors administrators legal representatives and/or assigns) of the **ONE PART AND ANIMESH NIRMAN LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its Registered Office at 40/5, Strand Road, Post Office Burabazar, Police Station Burabazar, District Kolkata-700001 and administrative office at 12B, Raja Basanta Roy Road, Post Office Kalighat, Police Station Tollygunge, Kolkata-700026 and having PAN AAZFA8398N and represented by its ~~Registered~~ Partner namely Mr. Ravi Shankar Agarwal (having PAN: ACXPA6637N and Aadhaar No. 910641323338) son of late Rajendra Kumar Agarwal residing at Urbana, Tower 3, 783 Anandapur, Madurdaha, Police Station Anandapur Post Office EKTP, Kolkata-700107 hereinafter referred to as "the **DEVELOPER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its partners, successors or successors-in-office and/or assigns) of the **OTHER PART**:

### PART-I # DEFINITIONS & INTERPRETATION:

#### 1. **DEFINITIONS:**

1.1. Unless in this Agreement there be something contrary or repugnant to the subject or context:-

1.1.1 "**Agreed Ratio**" shall mean the ratio of sharing or distribution in Realization between the Owners and the Developer and in several other matters hereinstated, which shall be 33% (thirty three percent) for the Owners and 67% (sixty seven percent) for the Developer.

1.1.2 "**Appropriate Authorities**" shall mean the Central or State Government or any department thereof and/or its officers and functionaries also all other State, Executive, Judicial or Quasi Judicial authorities, Local Authority, Government Company, Statutory Bodies and/or other authorities having jurisdiction and includes Rajpur Sonarpur Municipality, Zilla Parishad,

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Panchayet Samity, Municipal Engineering Directorate, B.L.&L.R.O., D.L.&L.R.O., Collector, Planning Authority, Development Authority, Fire Brigade, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Airport Authority, Real Estate Authorities, Housing Industry Regulatory Authority, Police Authorities, Law Enforcement Authorities, Pollution Control Authorities, Fire Service Authorities, Insurance Companies, Income Tax Authorities, Goods and Service Tax Authorities, Courts, Tribunals, Judicial and Quasi Judicial authorities and forums having jurisdiction over the relevant activity and include the concerned Service/Utility Providers for electricity, water, drainage, sewerage, lift, generator, telecom, television, wireless connectivity, digital and other utilities whatsoever or howsoever;

- 1.1.3 **“Building Complex”** shall mean and include the Subject Property and the New Buildings thereat with the Common Areas and Installations and all other open and covered spaces thereat;
- 1.1.4 **“Building Plans”** shall mean the one or more plans for construction of the New Buildings to be caused to be sanctioned by the Developer in the names of the Owners from the Appropriate Authorities and include all modifications and/or alterations as may be made thereto and also include all rights or benefits of Building Plan No. 2007/CB/24/12 dated 09.04.2015 sanctioned by the Rajpur Sonarpur Municipality to the extent utilized by the Developer;
- 1.1.5 **“Common Areas and Installations”** shall according to the context mean and include the areas installations and facilities comprised in and for the New Building/s and/or the Subject Property and/or any part or parts thereof as may be expressed or intended by the Developer from time to time for use in common with rights to the Developer to keep any part or parts of the Common Areas and Installations as being meant for use by the select category or group of Transferees and such other persons as the Developer may deem fit and proper. A tentative list of the proposed Common Areas and Installations is mentioned as the **SECOND SCHEDULE** hereunder written but the same is subject to modifications or changes as may be made by the Developer therein
- 1.1.6 **“Common Purposes”** shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the transferees thereof; collection and disbursement of the common expenses; the purpose of regulating mutual rights,




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obligations and liabilities of the transferees thereof; and dealing with all matters of common interest of the transferees thereof;

- 1.1.7 **"Developer's Realization Share"** shall mean and include 67% (sixty seven percent) of the Realization to belong to the Developer;
- 1.1.8 **"Developer's Allocation"** shall mean and include the Developer's Realization Share and all other properties and rights of the Developer in the Building Complex in terms hereof (including but not limited to those under clause 13 hereto) or in pursuance hereof.
- 1.1.9 **"Encumbrances"** shall include mortgages, charges, security interest, liens, lis pendens, attachments, leases, tenancies, bargadars, occupancy rights, uses, debutters, trusts, acquisition, requisition, vesting, claims, demands and liabilities whatsoever;
- 1.1.10 **"Extras and Deposits"** shall mean the amounts mentioned in **FIFTH SCHEDULE** hereto subject to any variations as per Clause 12.3 hereto;
- 1.1.11 **"Force Majeure"** shall mean any event or combination of events or circumstances beyond the control of a Party, which cannot be prevented or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under this Agreement including (a) Acts of God i.e. fire, draught, flood, earthquake, storm, lightning, epidemics, pandemic and other natural disasters; (b) Explosions or accidents, air crashes; (c) General strikes and/or lock-outs, civil disturbances, curfew etc.; (d) Civil commotion, insurgency, war or enemy action or terrorist action; (e) Change in Law, Rules and Regulations, injunctions, prohibitions, or stay granted by court of law, Arbitrator, Government; (f) Non functioning of any existing or new Appropriate Authorities due to any reason whatsoever and (g) any other event or circumstance which is beyond the control of the parties.
- 1.1.12 **"Internal Agreed Proportion"** shall mean the proportion of sharing of the Owners' Allocation inter se amongst the Owners as mentioned in the **FOURTH SCHEDULE** hereto;
- 1.1.13 **"New Building/s"** shall mean the several New Building/s to be constructed from time to time at the Subject Property;
- 1.1.14 **"Owners' Realization Share"** shall mean and include 33% (thirty three percent) of the Realizations to belong to the Owners in the Internal Agreed Proportion;




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- 1.1.15 **"Owners' Allocation"** shall mean and include the Owners' Realization Share and all other properties and rights of the Owners in the Project in terms hereof (including but not limited to those under clause 13 hereto) or in pursuance hereof.
- 1.1.16 **Owners' Named Representatives"** shall, unless changed by intimation in writing given by the Owners to the Developer hereafter in terms of clause 16.1.9, mean Mr. Manojit Saha (the Owner No. 4 hereto).
- 1.1.17 **"Phases"** with their grammatical variations shall mean the one or more different phases in which the Project may be carried out in terms hereof;
- 1.1.18 **"Pass Through Charges"** shall mean the Goods and Service Tax or any substitutes, additions or alterations thereof and any other impositions, levies or taxes (other than Income Tax) on the Transfer in favour of the Transferees.
- 1.1.19 **"Project"** shall mean and include (a) the planning and development of the Subject Property into the Building Complex, (b) Transfer of the Transferable Areas to the Transferees and the collection of the Realizations from the Transferees and distribution of the same amongst the parties, (c) division of unsold areas if any remaining as envisaged in clause 13 hereto with rights in respect thereof and (d) administration of Common Purposes until handing over to the Association, all as per the terms and conditions hereof..
- 1.1.20 **"Real Estate Laws"** shall mean the West Bengal Housing Industry Regulation Act, 2017 or any of them as applicable and include the amendments and substitutes thereof and also all rules, regulations and byelaws in respect thereof.
- 1.1.21 **"Realization"** shall mean and include all amounts received against Transfer of or otherwise in respect of the Units, Parking Spaces and other Transferable Areas from time to time (save those if separately allocated to the parties in terms hereof) including the consideration for Transfer and for Floor Rise Escalation and PLC; but shall not include any amounts received on account of (a) Pass Through Charges and (b) Extras and Deposits contemplated in clause 12.3 hereto.
- 1.1.22 **"Subject Property"** shall mean the piece or parcel of land in Mouza Dhamaitala and morefully and particularly fully described in the **FIRST SCHEDULE** hereunder written;




- 1.1.23 **"Transfer"** with its grammatical variations shall include transaction by sale and in case any Transferable Area is agreed to be Transferred by the Developer by lease, letting out, grants, exclusive rights or otherwise, then shall include such means of transaction;
- 1.1.24 **"Transferable Areas"** shall mean Units, Parking Spaces, terraces, roofs, gardens, open spaces, club (if constructed by the Developer) with or without any facilities and all other areas at the Building Complex capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise and shall also include any area, right or privilege at the Building Complex capable of being commercially exploited or transferred for consideration in any manner;
- 1.1.25 **"Transferees"** shall mean the persons to whom any Transferable Areas in the Building Complex is Transferred or agreed to be Transferred;
- 1.1.26 **"Units"** shall mean the independent and self-contained flats, offices, shops and other constructed spaces in the New Buildings at the Subject Property capable of being exclusively held used or occupied by a person;

1.2. **INTERPRETATION:**

- 1.2.1 Reference to any Clause shall mean such Clause of this Agreement and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this deed and include any parts of such Schedule;
- 1.2.2 Words of any gender are deemed to include those of the other gender;
- 1.2.3 Words using the singular or plural number also include the plural or singular number, respectively;
- 1.2.4 The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Parts and Clauses of this Agreement, as the case may be;
- 1.2.5 Reference to the word "include" shall be construed without limitation;
- 1.2.6 The Schedules/Annexure and recitals hereto shall constitute an integral part of this Agreement and any breach of the stipulations contained in the Schedule shall be deemed to be a breach of this Agreement;

**PART-II # RECITALS AND REPRESENTATIONS:**

2. **OWNERSHIP AND INTENT:** The Owners are the full and absolute Owners of the Subject Property in equal shares. The Owners have decided to carry out integrated

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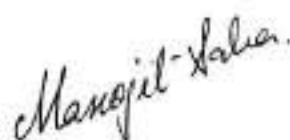
development of the Subject Property into the Building Complex through real estate promoters who would cause the development of the same and to Transfer the Transferable Areas in the same and shall also have the right to administer the building complex and have all connected rights in the same.

- 2.1. **BROAD & BASIC UNDERSTANDING:** Upon mutual discussions and negotiations between the parties, it was agreed and decided by and between them that the Owners would appoint Developer hereto as the Developer and grant to the Developer the sole and exclusive rights and authorities for causing to be developed the Building Complex at the Subject Property and the Owners would provide to the Developer the Subject Property in a state free from all Encumbrances and with clear marketable title and the Developer would construct or cause to be constructed the Building Complex and would have the right to Transfer the Transferable Areas therein in the manner herein stated and to be entitled to the Developer's Allocation and other rights as more fully hereinafter contained and in consideration thereof and further in consideration of the obligations, covenants, terms and conditions contained herein and on the part of the Owners to be observed, fulfilled and complied with, the Developer has agreed to the same on the terms and conditions hereinafter contained.
- 2.2. **OWNERS' REPRESENTATIONS:** The Owners have made the following several representations and assurances to the Developer which have been completely relied upon and believed to be true and correct by the Developer for the purpose of entering upon this Agreement and the transaction envisaged herein:
- 2.2.1 The Owners for valuable consideration paid by them purchased and became and still are the full and absolute Owners of the Subject Property in equal shares. The facts about the Owners deriving title to the Subject Property are represented by the Owners in the **SIXTH SCHEDULE** hereto and the same are all true and correct;
- 2.2.2 The Owners have good marketable title in respect of the Subject Property.
- 2.2.3 That the Subject Property and every part thereof are all free from all Encumbrances created or suffered by the Owners and without any claim, right, title, interest of any other person thereon or in respect thereof;
- 2.2.4 That the entire Subject Property is in open continuous khas vacant and peaceful possession of the Owners since the date of their purchase;
- 2.2.5 The Owners after having acquired the Subject Property have caused their names to be mutated in the relevant Land Records of the BLLRO and have paid upto date land revenue. The names of the Owners are also recorded in the records of the Rajpur Sonarpur Municipality and the Owners have paid upto date municipal tax;

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- 2.2.6 That the Subject Property is secured by boundary walls with proper entry/exit gates and is directly abutting on its front/road side by a more than 26 feet wide public Road commonly known as Dwarir Road with a continuous frontage of more than 79 feet approximately alongside such road;
- 2.2.7 There is no notice of acquisition or requisition received or to the knowledge of the Owners in respect of the Subject Property or any part thereof and the Subject Property does not contain any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or surplus land under West Bengal Estates Acquisition Act, 1953 or the West Bengal Land Reforms Act, 1955 or any other law whatsoever;
- 2.2.8 The Subject Property or any part thereof has never been attached and/or is liable to be attached or affected under any decree or order of any authority or court or tribunal or under any tax laws or FERA/FEMA laws or money laundering laws or otherwise.
- 2.2.9 There is no impediment, obstruction, restriction or prohibition in the Owners entering upon this Agreement and/or in development and transfer of the Subject Property so developed;
- 2.2.10 That all original documents of title in respect of the Subject Property are in the custody of the Owners;
- 2.2.11 The Owners have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Subject Property or any part thereof can or may be impeached, encumbered or affected, in title or would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement;
- 2.2.12 That the Owners have not stood as Guarantor or Surety for any obligation, liability, bond or transaction whatsoever in regard to or which may affect or entangle the Subject Property in any manner;
- 2.2.13 The Owners have not entered upon any agreement or contract with any other person in connection with the Subject Property or its development/sale/transfer nor have otherwise dealt with the Subject Property or any part thereof prior to execution of this Agreement;
- 2.2.14 There is no difficulty in the compliance of the obligations of the Owners hereunder.



- 2.3. **RECORDING INTO WRITING:** The parties are now entering upon this Agreement to record into writing all the terms and conditions agreed between them in connection with the development of the Subject Property and the Transfer and administration of the Building Complex and the respective rights and obligations of the parties in respect of the same as hereinafter contained.

**PART-III # WITNESSETH:**

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

**3. DEVELOPMENT AND CONSTRUCTION:**

- 3.1. In the premises aforesaid, the Owners have agreed to provide the Subject Property exclusively for the purpose of the Project and have appointed the Developer for the Project and hereby grant to the Developer the exclusive rights and authority to develop or cause to be developed the Subject Property as a Building Complex and to Transfer the Transferable Areas therein in the manner hereinstated and to be entitled to the Developer's Allocation and other rights as morefully hereinafter contained and in consideration thereof and further in consideration of the obligations, covenants, terms and conditions contained herein and on the part of the Owners to be observed, fulfilled and complied with, the Developer has agreed to the same on the terms and conditions hereinafter contained.
- 3.2. With effect from the date of execution hereof, the Developer shall have the sole and exclusive rights, authorities and entitlements(a) to develop and construct or cause to be developed and constructed the Building Complex at the Subject Property and (b) to administer the entire Building Complex in the manner and until the period as morefully contained herein and (c) Transfer the Transferable Areas in the manner hereinstated and (d) the Developer' Allocation and (e) entirety of the Extras and Deposits and (f) all other properties benefits and rights hereby agreed to be granted to the Developer or to which the Developer is entitled hereunder and the Owners shall be entitled (a) to the Owners' Allocation and (b) all other properties benefits and rights hereby agreed to be granted to the Owners or to which the Owners are entitled hereunder on and subject to the terms and conditions hereinafter contained.
- 3.3. The Owners agrees to Transfer the proportionate share in land appurtenant to the Units and other Transferable Areas comprised in favour of the concerned Transferees and the consideration for the same shall be the Owners' Realization Share.
- 3.4. Except in accordance with any specific terms and conditions mentioned elsewhere in this Agreement, this Agreement shall not be cancelled or revoked by the Parties under any circumstances.

- 3.5. Each of the parties agree to carry out their respective obligations and liabilities hereunder in the manner agreed to herein within the stipulated periods thereof and the Developer agrees to develop the Subject Property in the manner hereinafter mentioned and to provide or cause to be provided all requisite workmanship, materials, technical knowhow for the same and to pay the costs and expenses thereof in the manner mentioned hereinafter.
- 3.6. The Building Complex shall be constructed and completed by the Developer in the manner and in doing so the Developer shall adhere to the Building Plans at the Developer's cost.

#### 4. POSSESSION:

- 4.1. It is recorded that the Owners have delivered vacant and peaceful possession of the Subject Property to the Developer at or before the execution hereof.

#### 5. TITLE AND ENCUMBRANCES:

- 5.1. In connection with the Subject Property, the Owners shall at their own costs and expenses be obliged to carry out, observe and perform the following obligations:

5.1.1 **MARKETABLE TITLE:** The Owners shall make out and keep and maintain, at its costs, good marketable title to the Subject Property and answer all requisitions on title that may be raised by the Developer or its Advocates. The Owners agree to publication of notice in newspapers to ascertain claims or objections, if any, at the cost and expense of the Developer.

5.1.2 **FREE OF ENCUMBRANCES:** The Subject Property and each part thereof is and shall be free of and from of Encumbrances and in case any Encumbrance arises or is detected in respect of the Subject Property or any part thereof at any time or in case any defect or deficiency in the title of the Subject Property arises or is detected at any time or there is any claim of possession or occupation by any person in respect of the Subject Property at any time, the same shall be rectified and cured by the Owners.

5.1.3 **MUTATION & CONVERSION:** The Owners shall cause and continue to maintain proper mutation of their name in respect of the Subject Property in the records of the Rajpur Sonarpur Municipality, B.L.&L.R.O and any other Appropriate Authority. In case of any errors, defects, discrepancies, omissions, inconsistencies and/or mis-description in mutation or in any other recording is detected in the records of the said Rajpur Sonarpur Municipality, B.L.&L.R.O or any other Appropriate Authorities including as regards the area of land and/or the nature of recorded use for the purpose of

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*Manojit Saha*

*[Signature]*



development envisaged herein or otherwise, the Owners and the Developer will jointly solve but the responsibility and cost shall be primarily the obligation of the Owners.

- 5.1.4 **DIRECT ACCESS:** The said Land has and shall continue to have direct access from the abutting more than 26 feet wide public road namely Dwarir Road.
- 5.1.5 **CLEARANCES:** The Developer on behalf of Owners shall apply for and obtain any permissions and clearances in respect of the said Land as may be required in law to be obtained by the Owners including those under the Urban Land (Ceiling & Regulation) Act, 1976.
- 5.1.6 **OUTSTANDING TAXES:** The Owners shall pay and clear upto date government dues, municipal tax, Khajana, if any outstanding on or before the date of execution of this presentation.
- 5.1.7 **BOUNDARY WALLS:** The Owners shall repair/reinstate wherever necessary the existing boundary walls as required to make the property secured with proper boundary wall and gates, if required
- 5.1.8 **REQUISITES:** The Subject Property is and shall contain no bargadar, water body, kal, karkhana, mill, bagan.
- 5.1.9 **LOCAL DISPUTES:** In case of any local disputes and disturbances in connection with the ownership, title and possession of the Subject Property the Owners shall deal with and remove the same.
- 5.2. **TIME AND COSTS AND EXPENSES FOR OBLIGATIONS OF OWNERS:** Unless otherwise expressly mentioned, the time for compliance of the several obligations of the Owners shall be within **90 (ninety) days** from the date hereof or of being required to do so upon the situation for the same arising and wherever possible and practicable on the part of the Developer, the Owners and the Developer shall jointly solve the same.
6. **TITLE DEEDS:**
- 6.1. Title Deeds shall include the records of rights, succession certificates, heirship certificates, documents, instruments, etc., in respect of or evidencing ownership of the Owners and those forming part of the chain of title.
- 6.2. The Owners shall deliver all original documents of title and original building plans and permit already sanctioned, no objection certificate of architect, of the Owners, all related clearances including ULC clearance, no objections, certificates including

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mutation and conversion certificates, receipts, demands, etc., relating to the Subject Property to the Developer simultaneously with the execution hereof

- 6.3. The Developer shall be entitled from time to time and at all times to produce, give copies and extracts of and from the said original documents of title before government and semi government bodies and authorities, municipal and land authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi judicial forums, service providers, buyers/transferees of their respective areas in the Building Complex and banks and financial institutions providing finance to the Developer and buyers/transferees and other persons and authorities as may be required.
- 6.4. The Developer shall also be entitled to produce and/or deliver the original title deeds to banks and/or financiers of loans to the Developer for the Project or any aspect thereof Provided that the Developer shall not mortgage or charge the Owners' Realization Share. The Developer can mortgage only the Developer's Allocation alongwith the said Land.
- 6.5. Upon completion of the Project and formation of the Association of Co-owners thereof, the original title deeds of the Subject Property shall be delivered to the Association against proper receipts and acknowledgments thereof.

## 7. **PLANNING:**

- 7.1. The planning and layout for the development of the Subject Property including, inter alia, on the following aspects, shall be done by the Developer:-
- (i) The planning of the Building Complex and the decision on one or more New Buildings and the size and height thereof;
  - (ii) The number and area of Units in one or more New Buildings and other portions of the Subject Property;
  - (iii) The identification and demarcation of portions of the Subject Property and/or the New Buildings thereon for the different uses;
  - (iv) Club and/or sporting/entertainment/recreation/health centre, if any planned, for the Transferees and/or others and the composition, specifications, equipments, installations, services and facilities

## 8. **SURVEY, MUTATION, SANCTION AND MODIFICATION OF BUILDING PLANS:**

- 8.1. **SURVEY AND SOIL TEST:** With effect from the date of execution hereof the Developer shall be entitled at its own costs to cause survey and soil testing

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work at the Subject Property and other preparatory works relating to the sanction of plans for the New Building. The Owners have at their own costs have already caused to be done a soil testing work done. In case no further soil testing work is required by the Developer, then the Developer shall reimburse the costs incurred by the Owner for obtaining such soil testing work upon receiving the bills for the same.

## 8.2. BUILDING PLANS PREPARATION & SANCTION:

8.2.1 The Developer shall at its own cost and expenses from time to time cause to be prepared and modification of the sanctioned plans for the construction of the New Buildings at the Subject Property from the Rajpur Sonarpur Municipality. The Developer shall be entitled to take complete advantage and benefit of the plans already caused to be sanctioned by the Owners vide Building Plan No. 2007/CB/24/12 dated 09.04.2015 and all related permissions, clearances, no objections etc., in preparation and/or sanctioning of the Building Plans or modification thereof and may even prepare the new plans in modifications and/or alteration such sanctioned plans. The total sanctioned area under such new plans shall not be less than the total sanctioned area as per the said plan dated 09.04.2015 without the prior written consent of the Owners. The Developer shall send a copy of the proposed Building Plans to the Owners' Named Representative. In case there is any suggestion of the Owners, the Owners Named Representative shall inform the Developer thereabout within 30 (thirty) days from the receipt of the plans. All points of discussion on the same between the Owners Named Representative and the Developer, shall be done in the presence of the Architect for the project. Any disagreement shall be mutually settled by the parties and the decision of the Architect on any point of disagreement would be final and binding upon both the parties.

8.2.2 In case the Developer opts for preparation of new sanction plan and the Rajpur Sonarpur Municipality refunds the whole or part of the sanction fee paid by the Owners in respect of the Building Plan No. 2007/CB/24/12 dated 09.04.2015, the Developer shall obtain such refund directly in the name of the Owners and if such refund is granted in the name of the Developer or is expressly shown to be adjusted against the sanction fee payable for the new plans, then the Developer shall reimburse the amount so received by the Developer from the Rajpur Sonarpur Municipality to the Owners.



8.2.3 The Developer shall be entitled from time to time to cause modifications and alterations to the new sanctioned plans or revised sanctioned plans in such manner and to such extent as the Developer may deem fit and proper. However, in case by any such modification or alteration, the total area of the New Building as per the previous sanction gets reduced, the Developer shall take a prior written consent of the Owners, which such consent shall not be unreasonably refused by the Owners.

8.3. **APPROVALS FOR DEVELOPMENT:** Save the clearances agreed to be obtained by the Owners, the Developer shall in its own name or in the names of the Owners apply for and obtain all permissions, clearances, no objection certificates and other approvals required for carrying out the development at the Subject Property, including those required from Pollution Control Authority, Fire Service Authorities, Police Authorities, Municipal Authorities any other Statutory Authorities. The Developer shall also obtain necessary partial and/or full Completion/Occupancy Certificate from the Rajpur Sonarpur Municipality.

8.4. **SIGNATURE AND SUBMISSION:** The Owners shall sign, execute, submit and deliver all applications, undertaking, declaration, affidavit, plans, letters and other documents and do all acts deeds and things as may be required by the Developer in connection with the obtaining of sanctions and approvals required to be obtained by the Developer for commencing or carrying out the developments and constructions at the Subject Property.

## 9. CONSTRUCTION OF THE BUILDING COMPLEX:

9.1. **CONSTRUCTION:** The Developer shall construct and build the Building Complex at the Subject Property in accordance with the Building Plans and to do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules of the Appropriate Authority in force at the relevant time. The construction shall be done by the Developer in strict compliance of the legal requirements. The Owners or any other person authorized by the Owners shall have the right to inspect the construction and development activity during the normal working hours.

9.1.1 With effect from the date of execution of this Agreement, the Developer shall be free to set up site office, put up the hoardings/boards, bring out brochures and commence the preparatory works for marketing of the proposed Building Complex at the Developer's cost.

9.1.2 The Developer shall be entitled to display the board/hoardings of its group companies at the site of the Subject Property at any time after execution of

this Agreement till the date of completion of the Building Complex and thereafter on any portion of the said Building Complex.

9.1.3 The name of the Building Complex shall be such as be decided by the Developer. The Names of each building/portion thereof shall also be decided by the Developer.

9.2. **SPECIFICATION AND QUALITY:** The Developer shall construct erect and complete the Building Complex in a good and workman like manner with good quality of materials and shall construct and finish the same in accordance with the Specifications mentioned in the **THIRD SCHEDULE** hereto save as may be modified or altered by the Developer in consultation with the Architects and the Developer shall obtain necessary completion or occupancy certificates, as applicable in respect of such construction from the appropriate authorities or persons. The Developer may change the Specification in respect of the Units as per the requirement of the Transferees.

9.3. **UTILITIES:** The Developer shall apply for and obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all Appropriate Authorities and service providers, at its own cost. The Owners can visit the construction site of the subject property during construction period upon adhering the safety guidelines as informed by the Developer and/or the authorized person working at the project site.

9.4. **COMMON AREAS AND INSTALLATIONS:** The Developer shall erect and install the necessary Common Areas and Installations on a phase wise basis providing for passages, pathways and driveways for ingress and egress by users of the Subject Property as developed from time to time; electricity, drainage and sewerage and water connections with necessary constructions and equipments therefor; lifts/staircases/elevators wherever applicable in the New Buildings; any other area, installation or facility that the Developer may provide at the Subject Property.

9.4.1 The Developer shall be entitled to erect, install and/or operationalize the Common Areas and Installations for the Building Complex in phases and gradually and until completion of the Building Complex, to allow or permit only provisional and/or partial use of any of the Common Areas and Installations and also to impose restrictions and conditions for the use of the Common Areas and Installations and to charge, demand, receive or realize any Extras or Deposits in connection with any Common Areas and Installations and provide for separate entrances for different areas and provide and provide for segregation of Common Areas and Installations for different spaces/Transferees save and except from the owners and Developer

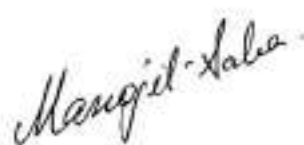
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whose right in all Common Areas and Installations shall remain free and perpetual till they hold any allocation.

- 9.5. **CALCULATION OF AREAS:** The carpet area shall be as per applicable Real Estate Laws and shall be provided by the Developer and the built-up and super built-up area in respect of all the Units and other Transferable Areas in the Building Complex shall be such as be determined by the Developer.
- 9.6. **CLEARANCES :** The Developer shall be authorised and empowered in its own name and also in the name of the Owners, insofar as may be necessary, to apply for and obtain all permissions, approvals and clearances from any authority whether local, state or central for the construction of the Building Complex and also to sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the appropriate authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the Subject Property or any portion thereof and/or for obtaining any utilities and permissions.
- 9.7. **PROCUREMENT OF EQUIPMENTS & MATERIALS:** The Developer shall be entitled to procure all building and construction materials, fittings, fixtures, common installations etc. (viz. steel, cement, sand, bricks, lift, water pump, sanitary fittings etc.), construction equipments and/or any type of machinery required (viz. crusher, mixer, tools etc.) for construction of the Building Complex and to return the same upon completion of the necessary works or if it is found to be defective or procured in excess.
- 9.8. **TEAM:** The Architects and the entire team of people required for execution of the Building Complex shall be such person as may be selected and appointed by the Developer in its sole discretion. The Developer shall be entitled from time to time to appoint engineers, consultants, planners, advisors, designers, experts and other persons of its choice as may be necessary. The Developer shall also appoint engage and employ such contractors, sub-contractors, engineers, labourers, mistries, caretakers, guards and other staff and employees and at such remuneration and on such terms and conditions as be deemed necessary by the Developer and wherever required, to revoke such appointments from time to time or at any point of time. All persons employed by the Developer for the purpose of construction shall be the persons under appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc.
- 9.9. **PHASES:** The construction work shall be carried out in phases as per the discretion of the Developer.


#### 9.10. AUTHORITY IN GENERAL:

- 9.10.1 The Developer shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the Building Complex and obtaining inputs, utilities and facilities therein.
- 9.10.2 The Developer shall deal with all the Appropriate Authorities and also Rajpur Sonarpur Municipality, concerned B.L. & L.R.O, Notified Authority, Panchayet Samity, Zilla Parishad, KMDA, MED, Planning Authority, Development Authority, Fire Brigade, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Pollution Control Authorities, B.L. & L.R.O., and other authorities under the West Bengal Land Reforms Act, Insurance Companies and authorities, Police Authorities, CESC/WBSEDC Limited and also all other authorities and Government Departments and/or its officers and also all other State Executives Judicial or Quasi Judicial, Municipal and other authorities and persons in all manner and for all purposes connected with the development or Transfer of the Building Complex or anyway connected therewith.
- 9.10.3 To sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the Appropriate Authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the Subject Property or any portion thereof and/or for obtaining any utilities and permissions
- 9.10.4 To use its own name as the Developer in respect of the Building Complex.
- 9.10.5 To supervise the construction work in respect of the Building Complex to be carried out in accordance with the Building Plans with all necessary and/or permissible and/or sanctionable additions or alterations and in accordance with all the applicable rules and regulations made by the Appropriate Authority in its own name.
- 9.10.6 To represent the Owners before all Appropriate Authorities and Government and also all electricity, water, drainage, sewerage, technology driven and other service providers.
- 9.10.7 To pay various fees, costs and charges to concerned authorities as may be necessary for the purpose of carrying out the development work on the Subject Property and to claim refund of such deposits so paid and to give valid and effectual receipts in connection with the refund of such deposits in its own name or in the name of the Owners or in the joint name, as may be required.

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- 9.11. **CALCULATION OF PROPORTIONATE SHARE:** The proportionate share in land and in the Common Areas and Installations attributable to any Unit shall be determined by taking the ratio in which the carpet of such Unit bears to the total carpet area of all the Units for the time being to contain in the New Buildings Provided That insofar as proportionate share in the Common Areas and Installations of individual buildings are concerned the same shall be determined by taking the ratio in which the carpet area of any Unit bears to the total carpet area of all the Units in the concerned building. The parties shall by mutual consent or if required by law, be entitled to vary the basis of determination of proportionate share as aforesaid.
- 9.12. **NAME** The name of the Building Complex shall be such as the Developer may decide. The names of each building thereof shall also be decided by the Developer.
- 9.13. **COMPLIANCE OF LAWS:** The Developer shall not violate any Municipal or other statutory rules and laws and always abide by and observe all the rules and procedures and practices usually followed in making construction of buildings. The Owners will not be responsible for any laches and/or lapses on the part of the Developer.
- 9.14. **TIME FOR CONSTRUCTION AND COSTS:**
- 9.14.1 **TIME FOR CONSTRUCTION:** Subject to the Owners not being in default in compliance of their obligations hereunder and subject to Force Majeure, the Developer shall construct the New Buildings within 42 (forty two) months from the date of modification of the existing Building Plans or sanction of the new Building Plan, as the case may be and registration of the project with the West Bengal Housing Industry Regulatory Authority (WBHIRA) with an extended period of 6 (six) months.
- 9.14.2 **COSTS AND EXPENSES:** All costs and expenses for sanctioning of plans (including fees of the Architects and all fees costs and charges payable for sanction, modification, alteration and/or revision of building plans), all costs of construction and development of the Subject Property in terms hereof shall be borne and paid by the Developer.
- 9.15. **ADDITIONAL AREAS:** In case upon sanction of the Building Plans, any additional area (including any incremental parking space) is thereafter possible to be constructed at the Subject Property beyond those sanctioned under the Building Plans and the Developer decides to avail such possibility, the sanction fee and expenses for sanction of such Additional Areas shall be borne and paid by the Owners and the Developer in the Agreed Ratio and the cost of construction of the Additional Areas shall be borne and paid by the Developer. The additional sanctioned area shall form part of the Transferable Areas and the Realizations from the Transfer of the same shall be shared between the parties in the Agreed Ratio. The time taken due to such further







construction shall be added to the time stipulated for sanction and construction hereunder.

- 9.16. **CO-OPERATION BY OWNERS:** The Owners shall fully cooperate with and assist the Developer and shall sign execute register and deliver all papers, plans, affidavits, indemnities, undertakings, declarations, powers etc., as may be required by the Developer therefor and do all acts deeds and things as may be required by the Developer therefor and also for the purposes herein contained.

**10. TRANSFER AND MANNER:**

- 10.1. **TRANSFER:** The Transfer of the Building Complex and all Transferable Areas therein shall be under the control and management of the Developer. The parties shall Transfer the Transferable Areas to the Transferees selected by the Developer wherein the proportionate undivided shares in the land attributable to the concerned Transferable Areas shall be Transferred or agreed to be Transferred by the Owners in the manner hereinafter provided and the constructed areas and all other rights, title or interest shall be Transferred or agreed to be so done by the Developer and the Owners collectively in the manner hereinafter provided. The Transfer of the proportionate share in the land shall be completed upon construction of the Transferable Areas or at such other time as the Developer may require and the consideration for the same and any other right, title or interest thereunder transferred by the Owners shall be the Realizations forming part of the Owners's Allocation.

- 10.2. **MANNER OF TRANSFER:** The parties agree to the following terms and conditions in respect of the Transfer:-

10.2.1 **Authority of Developer:** The Developer shall have the sole and exclusive rights to conduct the day to day Transfer in respect of the Building Complex and all Transferable Areas therein but at the rates and subject to the conditions hereinafter contained.

10.2.2 **Rate and Price for Transfer:** The rates of booking shall be finalized by the parties in writing in consultation with the marketing agents before commencement of booking (hereinafter referred to as "Minimum Rates"). Any sale below the Minimum Rates shall be done by the Developer only with prior written consent of the Owners.

10.2.3 **Publicity and Branding:** The Developer shall be entitled to advertise for Transfer of the Units, Parking Spaces and other saleable spaces/constructed areas in the Building Complex in all media. The branding in respect of the Building Complex shall be done by the Developer using its/group name and brand and those of the marketing agents and other connected persons.

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- 10.2.4 **Marketing Agents:** The Developer may select, appoint or discontinue the Marketing Agents, brokers, sub-brokers and other agents for Transfer of the Transferable Areas at such charges and terms and conditions as they may deem fit and proper.
- 10.2.5 **Discounts and Schemes:** In case Transfers are slow or the rates made applicable are not found acceptable in the market, then the Developer shall be entitled to give such discounts and employ such schemes as would be conducive to transfers of the Transferable Areas upon intimation to the Owners. In case of a discount or scheme below the rate as mentioned in Clause 10.2.2 of this Agreement, such scheme or discount shall be implemented only after written consent of the Owners which consent shall not be unreasonably withheld and shall be deemed to have been given if not objected to by the Owners within 10 days of being informed by the Developer to the Owners or the Owners' Named Representative.
- 10.2.6 **Bookings and Allotments:** The Developer shall accept bookings and make allotments, in respect of any Unit, Parking Space or other Transferable Areas in favour of any Transferees and to cancel revoke or withdraw the same if the situation so warrants according to the Developer at the agreed rates and prices.
- 10.2.7 **Signature to Agreements and Deeds:** The agreements and final Transfer deeds or deeds relating to Transfer of the Units, Parking Spaces and other Transferable Areas shall be executed by both the Owners and the Developer. The Developer shall be at liberty to sign the concerned agreement and deed on behalf of the Owners pursuant to the power of attorney to be conferred to it hereunder or in pursuance hereof.
- 10.3. The Developer shall deliver possession of the Transferable Areas directly to the Transferees thereof.
- 10.4. **ADVOCATES:** All documents of transfer or otherwise shall be such as be drafted by DSP Law Associates, Advocates of 4D Nicco House, 1B & 2 Hare Street, Kolkata-700001.
- 10.5. **MARKETING AND ADVERTISEMENT COSTS:** The marketing and publicity with related advertisements shall be done by the Developer. The costs and expenses of marketing and publicity shall be borne and paid by the parties in the Agreed Ratio. The Developer shall with effect from the date of its incurring any marketing and advertisement costs raise the invoice in respect of the share of the Owners in the marketing costs on a quarterly basis and the same shall be paid by the Owners within 7 days of receiving the invoice Provided That the invoices raised prior to





commencement of Realization shall be payable by the Owners within 7 days of the Owners receiving its share of the Realization for the first time. In case the Owners failing to pay the marketing costs within the time as stipulated in this clause hereinabove, they shall be liable to pay interest @12% per annum thereon and the said sum with interest shall be adjustable out of the share of the Owners in the Realization.

10.6. **INTEREST ETC., TO TRANSFEREES ETC.:** If any liability, interest, damage or compensation is payable to any Transferee or other person relating to the Building Complex, due to delay or default on the part of the Owners in compliance of their obligations, the same shall be payable by the Owners. If any liability, interest, damage or compensation is payable to any Transferee or other person relating to the Building Complex, due to delay or default on the part of the Developer in compliance of their obligations, the same shall be payable by the Developer. Save those stated hereinabove in this clause in case there be or arises any liability, interest, damage or compensation is payable to any Transferee or other person relating to the Building Complex, the same shall be payable by the parties in the Agreed Ratio.

10.7. **LOANS BY TRANSFEREES:** The Transferees shall be entitled to take housing loans for the purpose of acquiring specific Units and Transferable Areas launched from banks, institutions and entities granting such loans. The Owners and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents etc. as be required in this regard by such banks, institutions and entities Provided That there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Subject Property except the Unit and appurtenances under Transfer and save those occasioned due to cancellation of the agreement with the Transferee.

11. **SECURITY DEPOSIT:**

11.1. The Developer shall deposit with the Owners a sum of Rs. 70,00,000/- (Rupees sixty lakhs) only as and by way of Security Deposit (hereinafter referred to as "**Security Deposit**"):

11.1.1 Rs. 60,00,000/- (Rupees sixty lakhs) only at or before the execution hereof (the receipt whereof the Owners do hereby as also by the Receipt and Memo hereunder written admit and acknowledge).

11.1.2 Rs. 10,00,000 (Rupees ten lakhs) only within 7 days from the date of sanction of building plans.

11.2. **Refund of Security Deposit:** The said Security Deposit Amount shall be refunded by the Owners by allowing adjustment of 5% out of every disbursement of the Owners' Realization Share as morefully contained hereinafter till complete and full adjustment

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of the said Security Deposit and any unadjusted deposit shall be refunded by the Owners within 45 days of the issuance of Notice of Completion to the Owners and in any event before taking possession of any unsold areas allocated to the Owners in terms of clause 13 and its sub-clauses.

**12. REALIZATIONS, EXTRAS AND DEPOSITS AND DISTRIBUTION:**

12.1. The Owners shall be entitled to 33% (Thirty three percent) of the Realizations and the Developer shall be entitled to (a) 67% (Sixty seven percent) of the Realizations and (b) the entirety of all Extras and Deposits.

12.2. **MODUS OF DISTRIBUTION:** The Developer shall be entitled to receive the Realizations (including booking amounts, earnest money, part payments, consideration), Extras, Deposits and other amounts on any account receivable from the Transferees and other persons in respect of the Building Complex. All Extras, Deposits and amounts other than the Realizations shall be taken separately by the Developer in the name of the Developer alone. All Realizations shall be deposited in a specified bank account of the Developer (**Special Escrow Account**). There shall be standing instructions to the bank holding the Special Escrow Account about transfer of the funds therein to the respective bank accounts of the Owners and the Developer as follows:-

12.2.1 The entire Pass Through Charges shall be transferred to a specified bank account of the Developer for the Developer to comply with the formalities.

12.2.2 After disbursement of the amount in connection with Pass Through Charges as per clause 12.2.1 above, the following transactions shall take place from the balance lying in the Special Escrow Account:-

- (i) A sum equivalent to 2% (two percent) i.e. 1.34% of Developer and 0.66% of the Owners of the said balance shall be remitted in a separate specified joint bank account of the Developer and the Owners to meet the payments on account of cancellation/refunds of the bookings made by the applicants and other contingencies. This amount shall be credited to and kept in a separate account known as a 'Contingency Fund' and the balance remaining in the said account shall be distributed between the Parties in the Agreed Ratio after the Building Complex is sold. However, in case of there being any shortfall in the Contingency Fund at any time, both the parties shall contribute the shortfall in Agreed Ratio and the Owners shall pay their share within 7 (**seven**) days of being notified in writing by the Developer.
- (ii) 65.66% (sixty five decimal sixty six percent) of the said balance shall be remitted to a separate bank account of the Developer and belong to the Developer.

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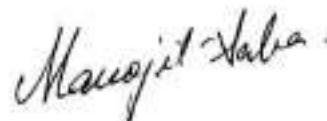
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- (iii) 5.00% (five percent) of the said balance shall be remitted to the specified bank account of the Developer towards *pro tanto* refund of the Security Deposit. This transfer shall continue until refund/adjustment of the Security Deposit, whereafter the same shall be remitted to the specified bank account of the Owners.
  - (iv) 27.34% (twenty seven decimal thirty four percent) of the said balance shall be remitted to the specified bank account of the Owners to belong to the Owners.
  - (v) It is clarified that the amounts mentioned in sub clauses (iii) to (iv) alongwith 33% of the amount mentioned in sub clause (i) of clause 12.2.2 above constitute the Owners' Realization Share of the concerned amount deposited in the Special Escrow Account and the amounts mentioned in sub clause (ii) alongwith 67% of the amount mentioned in sub clause (i) of clause 12.2.2 above constitute the Developer's Realization Share of the concerned amount deposited in the Special Escrow Account.
  - (vi) It is further clarified that the distribution as per clause 12.2.2 and its sub-clauses above shall be subject to the provisions of the laws for the time being in force including the Real Estate Laws and if more than one account are opened in accordance with the laws, then the account from the which disbursements shall be permitted under law, shall be treated as the Special Escrow Account.
- 12.3. **EXTRAS AND DEPOSITS:** All Extras and Deposits that may be agreed to be charged by the Developer directly from any Transferee shall be taken and deposited by the Developer separately in its separate bank accounts. The Developer shall be free to add or alter the particulars of Extras and Deposits as mentioned in the **FOURTH SCHEDULE** hereunder written. The residue remaining with the Developer on account of Deposits shall upon formation of the Association in respect of the Building Complex be handed over to such Association by the Developer after adjusting the dues and arrears receivable by the Developer.
- 12.4. **ACKNOWLEDGMENTS:** The Developer shall be and is hereby authorized to issue receipts on behalf of itself and the Owners for the amounts so received which shall fully bind both the Owners and the Developer.
- 12.5. **REPORTS:** The Developer shall send to the Owners quarterly account statements in respect of debits and credits pertaining to Transfer of Transferable Areas relating to the accounts maintained by the Developer and the Special Escrow Account as contemplated above.





- 12.6. **ERRORS AND OMISSIONS:** All payments made by the parties to each other shall be subject to any errors or omissions and the consequent accounting and settlement when detected.
- 12.7. **CONSEQUENCES OF CANCELLATION:** In case due to cancellation of any booking or agreements/contracts or any other reason, any part of the Realizations becomes refundable or payable to any Transferee over and above the balance in the Contingency Fund, the Owners and the Developer shall refund and pay the same to the extent received by them respectively and if any interest or compensation is payable to any Transferee otherwise than due to default of the Owners or the Developer, the Owners and the Developer shall bear and pay the same in the Agreed Ratio.
- 12.8. **ACCOUNTS:** The Developer shall maintain proper separate accounts pertaining to all the transactions relating to Transfer of the Building Complex received by the Developer in connection therewith.
- 12.9. **RECORDS AND INSPECTION:** The Owners shall upon giving 72 hours notice to the Developer have full and free access and liberty to inspect such separate Books of Accounts of the Developer relating to transactions for Transfer of the Building Complex. For the purpose of accounting and settlement, the parties shall, if so required by the Developer or found necessary, make all necessary entries and adjustments in their respective books of accounts in respect of their respective shares arising from the Transfer of the Complex.
- 12.10. **FINAL ACCOUNTS:** After fulfillment of this Agreement or at such time as the parties mutually agree, the final accounts pertaining to the entire period of continuance of this Agreement shall be made and finalized by the parties.
- 12.11. **ACCEPTANCE OF ACCOUNTS:** The accounts as on any given date shall be deemed to be final and accepted (save for any errors or omissions on the face of the record) if no objection from any party is received in respect thereon within **15 (fifteen) days** of such given date.
- 12.12. **ADDITIONAL BANK ACCOUNTS:** In case the Developer so requires, one or more additional bank accounts may be opened in the same or any other bank for which the signatory on behalf of the Owners shall sign all and submit necessary documents and provide all necessary co-operation.
- 12.13. **FINALITY OF MODUS OF DISTRIBUTION:** The modus of distribution mentioned above shall not be challenged or disputed by the Owners or the Developer without the prior mutual written consent of the parties and in case the same is required to be changed, the principles contained in Clause 12.2 shall be implemented unless any alternative modus mutually agreed to by and between the parties hereto.



12.14. **OWNERS' LIABILITIES TOWARDS EXTRAS AND DEPOSITS:** The Owners shall not be liable to make any contribution on account of Extras and Deposits in respect of the Transferable Areas that are agreed to be sold/transferred in as much as the same would be collected from the Transferees thereof. The Owners shall however pay the Extras and Deposits in respect of unsold areas falling to its share or portion at the same rates as the Transferees are liable to pay the same.

**13. CONTINGENT RESIDUAL AREAS:**

13.1. **Contingent Residual Areas:** In case upon expiry of 30 (Thirty) days from the date of Completion of Construction of the New Buildings, there be or remain unsold Transferable Areas (for which no agreement is entered with any Transferee) (which shall be and are hereinafter referred to as "the Contingent Residual Areas"), the parties shall, upon notice in writing given by either party to the other requiring separate allocation and within 10 (Ten) days of delivery of such notice, by mutual consent divide and allocate separate areas in the Building Complex and the following terms and conditions shall apply in connection therewith:-

13.1.1 The Owners and the Developer would be allocated and be entitled to identified units or portions of the Contingent Residual Areas as per the Agreed Ratio. However, if any part of the Security Deposit Amount or other dues of the Owners towards the Developer remains unrefunded or not paid to the Developer, then out of the Contingent Residual Areas allocable to the Owners, the Units containing so much of area as would be equivalent to the unrefunded amounts and other dues, if calculated at 10% (ten percent) less than the then prevalent booking rates in the Building Complex, shall be adjusted and be excluded from being part of the allocation of the Owners and thenceforth form part of the Developer's Allocation for all intents and purposes.

13.1.2 The location of the respective identified areas of the parties comprised in the Contingent Residual Areas shall be identified on *paripassu* basis and the areas so identified for the Owners shall belong to the Owners together with the appurtenant Share in the land comprised in the Subject Property and Common Areas and Installations and the areas so identified for the Developer shall belong to the Developer together with the appurtenant Share in the land comprised in the Subject Property and Common Areas and Installations.

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

13.1.4 In case, while demarcating and identifying the respective allocations of the parties as aforesaid, it is found that the areas in any of the Transferable Areas cannot be allocated exactly, then the party receiving less area shall be

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paid by the party receiving more area a mutually agreed monetary compensation therefor based on valuation as per the prevalent rates thereof.

13.1.5 The Developer shall deliver the identified separate Owners' Allocation to the Owners as provided for hereinafter and retain the Developer's Allocation for its own use or the use of its Transferees thereof.

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

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

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- (vi) The Owners shall not be entitled to sell and transfer the Contingent Residual Areas forming part of the Owners' Allocation at prices less than those offered by the Developer in respect of the Contingent Residual Areas forming part of the Developer's Allocation at the material time subject to a leverage/variation of 2% (two percent) without the prior written consent of the Developer.
- (vii) The sale of the Units may be done on carpet or built-up or super built-up or other basis as the Developer may from time to time decide for the entire or any part of the Building Complex.
- (viii) All amounts and consideration receivable by the Developer under any agreements, contracts and deeds in respect of the Contingent Residual Areas comprised in the Developer's Allocation shall be to the account of and shall be received realised and appropriated by the Developer exclusively and the Owners shall have no concern therewith.
- (ix) Subject to the other provisions hereof, all amounts and consideration receivable by the Owners under any agreements, contracts and deeds in respect of his portions of the Owners' Allocation shall be received realised and appropriated by them exclusively and the Developer shall have no concern therewith.
- (x) The Owners shall cause to be paid by the intending Transferees of the Owners' Allocation, the Extras and Deposits in favour of Developer.
- (xi) The parties shall appoint one or more common marketing agents to be decided by the parties mutually.

13.2.2 **Notice of completion of the Owners' Contingent Residual Areas:** The delivery from time to time of the Contingent Residual Areas identified exclusively for the Owners shall be intimated by the Developer to the Owners by way of 7 (seven) days notice, in writing. Within 30 (thirty) days of the Owners receiving such Notice to take possession, the Owners shall take possession of the notified areas. Unless the Owners takes possession within 30(thirty) days upon receiving the Notice of Completion as aforesaid, they shall be deemed to have taken possession of such notified areas on expiry of such notice period of 30 (thirty) days.

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

#### 14. FORCE MAJEURE:

14.1. Notwithstanding anything elsewhere to the contrary contained in this Agreement, the parties hereto shall not be considered to be in default in performance of the





obligations or be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the force majeure and time for performance shall remain suspended during the duration of the force majeure.

**15. COMMON PURPOSES AND MAINTENANCE IN-CHARGE:**

15.1. **COMMON PURPOSES:** Each of the Owners and the Developer and all Transferees including Transferees of Contingent Residual Areas of the Owners and the Developer shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Developer and adopted for or relating to the Common Purposes in respect of the Building Complex in consultation with the Owners Named Representative. Furthermore, while dealing with and/or entering into any agreements and other documents of transfer of their respective allocations out of the Contingent Residual Areas or any part thereof, the Owners and the Developer shall respectively necessarily incorporate all common rules, regulations restrictions and conditions framed by the Developer.

**15.2. MAINTENANCE IN-CHARGE:**

15.2.1 The Developer shall form Maintenance Company and/or one or more Association for the Common Purposes of management and maintenance of the Building Complex and collection and disbursement of common expenses and till such time as the Association or Maintenance Company is formed and handed over the charge of administering the Common Purposes or such other time as the Developer may desire, the Developer or its nominee shall be in charge of the administration for the Common Purposes. It is expressly agreed and understood that so long as the Developer or its nominee be the Maintenance In-charge, the Owners and/or their nominees or transferees shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred.

15.2.2 Until formation of the Association and handover of the charge of the Common Purposes or any aspect thereof to the Association, the Developer shall be free to appoint different agencies or organizations for any activities relating to Common Purposes at such consideration and on such terms and conditions as the Developer may deem fit and proper. All charges of such agencies and organizations shall be part of the Common Expenses;

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

**16. COVENANTS:**

16.1. The Owners do hereby covenant with the Developer as follows:-

- 16.1.1 That each and every representation made by the Owners hereinabove are all true and correct and the Owners agree and covenant to perform each and every representation and covenant and the failure in such performance or detection of any representation as false (partially or wholly) or incorrect or misleading shall amount to breach and default of the terms and conditions of this agreement by the Owners and all consequences in respect thereof shall be for and to the account of and borne and paid by the Owners.
- 16.1.2 All obligations of the Owners hereto shall be complied with by all of them and failure of any one of them shall be failure of all the Owners.
- 16.1.3 That with effect from the date of execution hereof, the Owners shall neither deal with, transfer, let out or create any Encumbrance in respect of the Subject Property or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.
- 16.1.4 The Owners shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Developer. Any transfer or assignment by the Owners shall be subject to this development agreement and all powers, contracts and writings in pursuance hereof and the rights of the Developer hereunder and thereunder. This Agreement and the powers, contracts and writings that may be executed in pursuance hereof shall remain valid and effective and automatically bind such Transferee as if the Transferee were parties hereto. The Transferee shall be bound by this agreement and any powers, contracts and writings executed in pursuance hereof and also to abide by all the terms and conditions of the Owners hereunder or thereunder and also to execute such further agreements, powers and other writings as may be required by the Developer.
- 16.1.5 That the Owners shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.
- 16.1.6 That the Owners shall not cause any interference or hindrance in the sanction/ modification/alteration of Sanction Plans in terms hereof, construction and development at the Subject Property by the Developer

and/or Transfer of the Transferable Areas as per the procedure laid down herein and not to do any act deed or thing whereby any right of the Developer hereunder may be affected.

16.1.7 For all or any of the purposes contained in this Agreement, the Owners shall render all assistance and co-operation to the Developer and sign execute and submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time.

16.1.8 The Owners shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement.

16.1.9 **Authority of Owners' Named Representative:** Unless changed by the Owners hereafter and communicated to the Developer in writing, only the Owners' Named Representative shall be and is hereby authorized by the Owners to deal with the Developer in all matters involving the Project. The acts of the Owners' Named Representatives in all matters referred to herein shall bind the Owners, except that no notice of termination or revocation of this Agreement or the Power of Attorney can be issued by the Owners' Named Representatives

16.2. **COVENANTS BY THE DEVELOPER:** The Developer doth hereby covenant with the Owners as follows:-

16.2.1 The Developer doth hereby agree and covenant with the Owners not to do any act deed or thing whereby any right or obligation of the Owners hereunder may be affected or the Owners are prevented from making or proceeding with the compliance of the obligations of the Owners hereunder.

16.2.2 The Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits as mentioned earlier without any delays or defaults and shall not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.

16.2.3 The Developer shall not be entitled to assign this Agreement or any part thereof as from the date hereof to any person other than its group company/companies without the prior consent in writing of the Owners' Named Representative. However, the Developer may collaborate with other persons or appoint any co-developer or joint developer. The full responsibility for completion of the work belongs to the Developer and if there is question of co-developer the Owners consent shall be a must.

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*Mangjit-Kalia*

16.2.4 The Developer shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement.

**16.3. GST AND TDS ETC.:**

16.3.1 The parties shall respectively discharge statutory compliances in respect of TDS or Income Tax related compliances as well as Goods and Service Tax in respect of their respective rights, benefits and obligations under or arising out of this agreement. As for the Transferable Areas other than the Contingent Residual Areas, the Developer shall be solely responsible for the compliances of collection and deposit of Goods and Service Tax. If there be any statutory requirement which obliges the Owners to register or pay, then the Owner shall comply with same.

16.3.2 The Owner will bear the Pass Through Charges or any other tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force pertaining to the Owner's Allocation, if and as applicable. The Owners shall also be liable to pay the Pass Through on its share or portion of the Contingent Residual Areas as applicable.

**17. POWERS OF ATTORNEY AND OTHER POWERS:**

17.1. The Owners shall with the execution of these presents execute and/or register one or more Power or Powers of Attorney in favour of the Developer and/or its authorized representatives granting all necessary powers and authorities with regard to the purposes provided in this Agreement or arising herefrom. If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned above, the Owners shall grant the same to the Developer and/or its authorized representatives.

17.2. While exercising the powers and authorities under the Power or Powers of Attorney to be granted by the Owners in terms hereof, the Developer shall not do any such act, deed, matter or thing which would in any way infringe on the rights of the Owners and/or go against the spirit of this Agreement.

17.3. It is clarified that nothing contained in the Power or Powers of Attorney to be so granted shall in any way absolve the Owners from complying with their obligations hereunder nor from compensating the Developer against any loss or damage, if any, that may be suffered by the Developer owing to delay or default in such compliance of their obligations.

17.4. The Power or Powers of Attorney shall form a part of this Agreement and shall subsist during the subsistence of this Agreement.

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*Mangil-Salia* *M/S*

17.5. It is understood that to facilitate the construction and Transfer of the Building Complex, various acts deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer if required.

**18. GENERAL:**


- 18.1. **PROPERTY TAXES AND OUTGOINGS:** Till the date of execution hereof all taxes and outgoings (including arrears) on account of municipal tax, land-Revenue, land tax, and other outgoings shall be borne and paid by the Owners and those arising for the period thereafter and until completion of construction shall be borne and paid by the Owners and the Developer in the Agreed Ratio provided that upon construction of the Building Complex, all taxes and outgoings in respect thereof shall be borne paid and discharged by the Transferees and for non alienated areas therein by the parties hereto for their respective allocation and otherwise proportionately.
- 18.2. **COMPLIANCE OF REAL ESTATE LAWS:** The Owners shall comply with all requirements of West Bengal apartment owners act 1972 and Real Estate Laws applicable to land owner and/or pertaining to the land and their title as applicable. The Developer shall comply with all requirements of Real Estate Laws applicable to construction and/or development as applicable.
- 18.3. **DUE DATE FOR PAYMENT GENERALLY:** Any amount required to be paid or contributed by any party in terms hereof shall, unless otherwise expressly mentioned herein, be paid by the concerned party to the other party within 30 (thirty ) days of the concerned party raising its demand in respect thereof and failure to pay shall attract interest @ 12% (twelve percent) per annum thereon.
- 18.4. **DEATH OR INCAPACITY:** Notwithstanding any subsequent death or incapacity etc., of any individual constituent of the Owners, this Agreement and the powers to be executed in pursuance hereof shall remain valid and effective and automatically bind all the heirs, executors, administrators, legal representatives of such constituent of the Owners as if they were parties hereto.

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*Mangil-Saha*

*A. Saha*

- 18.5. **MERGER/DEMERGER:** It is further expressly clarified that notwithstanding any conversion, amalgamation, etc., of the Developer, this Agreement as well as the Power/s of Attorney to be executed by the parties in pursuance hereof, shall remain valid and effective and automatically bind all the successors or successors-in-office of the parties.
- 18.6. **LOANS & FINANCES:** The Owners do hereby also agree and permit the Developer to obtain loans or finances in respect of construction of the Building Complex and also to get the Building Complex at the Subject Property approved from Banks and/or the Financial Institutions (viz. Life Insurance Corporation of India, Housing Development Finance Corporation Limited, SBI Home Finance Limited, National Housing Bank, Real Estate Investment Trust etc.) to enable the persons interested in acquiring and owning Units, Parking Spaces and other constructed areas or saleable spaces comprised in the Building Complex to take loans from any such Banks or Financial Institutions. The loans and advances shall be taken by the Developer only after the casting of the ground floor and first floor of the first of New Buildings to be constructed at the Subject Property and shall be without however creating any financial obligation upon the Owners and without creating any charge or lien on the Owners' Share in the Realization. In case the procurement of loan/finance requires the whole land to be given in security, the Owner hereby consents and agrees to the same being given by the Developer as security but under no circumstances the Developer shall give security of the of the Owners' Share in the Realization. The Owners agree from time to time to provide consents, confirmations and no objections or other documents as may be required for such mortgage or charge to be created by the Developer in respect of the Developer's Allocation alongwith the said Land alone and also agree to sign necessary loan and other agreements and power of attorney with the bankers or financiers in connection with the above Provided That the Owners shall not be liable in any manner for repayment thereof or any consequence of default in such repayment. In case owing to any loans or finances obtained by the Developer, the Owners suffer any losses or damages due to any non repayment, delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of its obligations in respect of any such loan or liability whatsoever, the Developer shall indemnify and keep the Owners saved harmless and indemnified in respect thereof.
- 18.7. **INDEMNITY BY OWNERS:** At all times hereafter the Owners hereto shall indemnify and agree to keep the Developer, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising due to any representation of the Owners being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature,


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

- 18.8. **INDEMNITY BY DEVELOPER:** At all times hereafter the Developer hereto shall indemnify and agree to keep the Owners, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Owners and arising due to any representation of the Developer being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Developer.
- 18.9. **NO PARTNERSHIP OR AOP:** The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 18.10. **NOT A PRESENT TRANSFER:** Nothing in this Agreement is intended to or shall be construed as a transfer of possession of the Subject Property in favour of the Developer.
- 18.11. **WAIVERS:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.
- 18.12. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written, oral or implied.
- 18.13. **PART UNENFORCEABILITY:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.

*Jan*

*Mansjit-Salia*

*[Signature]*



18.14. **MODIFICATIONS:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by the Owners and the Developer.

18.15. **EXECUTION IN DUPLICATE:** This Agreement is being executed in duplicate, and the original shall be retained by the Developer and duplicate certified copy by the Owners.

**19. DEFAULTS:**

19.1. **DEFAULTS OF OWNERS:** With effect from the date of execution of this agreement, in case the Owners fails and/or neglects to comply with any of its obligations mentioned in this Agreement in the manner or within the period stipulated therefor the Developer shall be entitled to take any one or more of the following recourses in any priority or order as the Developer shall deem fit and proper:-

19.1.1 To itself try and attempt the compliance of the obligation under default, at the cost and expense of the Owners.

19.1.2 To sue the Owners for specific performance of the contract.

19.1.3 To cancel the contract envisaged herein in whole or in respect of the portion affected by such default and in such event the consequences of Cancellation as envisaged hereinafter shall be followed.

19.2. **EFFECTS OF DEVELOPER CARRYING OUT OBLIGATION OF OWNERS:** In case of the Developer attempting the compliance of the obligation of the Owners under default, the amounts, costs and expenses paid or incurred by the Developer together with a pre-determined damage liquidated at a sum equivalent to 10% of such amounts, costs and expenses paid or incurred by the Developer shall be the liability of the Owners exclusively and the Developer shall have a lien on the Owners' Allocation for such amount until adjustment as hereinafter contained. The amount and interest shall be adjustable firstly out of the share of Realizations receivable by the Owners and the parties shall instruct the Bankers for necessary adjustment of the same and any residue shall be adjustable against the Contingent Residual Areas of the Owners

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

19.3.1 Any amount received by either party from the Transferees and required to be refunded owing to cancellation, shall be refunded by the recipient parties

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*Mangjit Salia .* *[Signature]*

respectively and the Owners shall be liable for any other claims of the Transferees.

19.3.2 The Security Deposit and all other amounts on any account paid or incurred by the Developer on the Subject Property including on its planning or development or otherwise together with simple interest at the then prevalent lending rate of State Bank of India for the period from the date of being paid or incurred by the Developer and together with the compensation and damages for all other losses and damages suffered by the Developer, shall immediately and in any event within 90 days of being demanded by the Developer, become refundable and payable by the Owners to the Developer wholly if the agreement is cancelled as a whole and proportionately if the agreement is cancelled only in respect of part of the Subject Property and upon such refund and payment pursuant to the cancellation of this agreement as a whole, the original title deeds deposited by the Owners to the Developer shall be returned by the Developer to the Owners. In case the agreement gets in the process of cancellation as above, some other developer will be given the assignment of development by the Owners on the condition that the security deposit thereby received will be at first used to pay to the Developer its dues as above and in case no new developer is appointed within 90 days of the notice of cancellation by the Developer hereto to the Owner, then the amounts shall be paid and refunded by the Owners from their own sources

19.3.3 Nothing contained in the last preceding sub-Clauses shall affect the other rights and remedies of the Developer.

19.4. **DEFAULTS OF DEVELOPER:** In case the Owners comply with and/or are ready and willing to carry out their obligations as stated herein and the Developer without being prevented by any Force Majeure event fails and/or neglects to construct and issue Notice of Completion of the New Building to the Owners within the time periods (including grace periods) mentioned in this Agreement then and in that event, till such time the Developer complies with the same, the Developer shall be liable to pay to the Owners a sum of Rs.100000/- (Rupees one lakh) only per month as compensation and the Owners shall also be at liberty to sue the Developer for specific performance of the contract.

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

19.6. **CHOICE OF REMEDIES:** It is clarified that the exercise of any one or more remedy by any party shall not be or constitute a bar for the exercise of any other

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remedy by the Second Party at any time. Furthermore, the liability of the First Party to pay interest at the rate and in terms of the other Clauses of this agreement shall continue for the entire duration until payment/repayment of the entire dues irrespective of the exercise of the other remedies by the defaulting party and without affecting the other liabilities of the defaulting party hereunder.

## 20. ACQUISITION AND REQUISITION:


20.1. Except as contained in clause 20.2 hereto, in case the Subject Property and/or any portion thereof is acquired or is requisitioned by the Government or any other Appropriate Authorities hereafter but before construction of the New Building and issuance of Completion Certificate thereof by the Architect, then in that event the parties shall contest and challenge such acquisition. If however, acquisition or requisition becomes inevitable, then the Developer shall have the following options:-

- i) **Either** to exclude the portion or portions as may be the subject matter of such acquisition or requisition from being part of the Subject Property and to continue the Project in the balance portion. In case of any such exclusion, the Subject Property shall be varied correspondingly and the Owner's Allocation shall be varied pro-rata and the compensation received in respect of the acquisition or requisition of the acquired portion shall belong to the parties in the Agreed Ratio.
- ii) **Or** to cancel this agreement in its entirety in which event the Consequences of Cancellation mentioned in Clause 19.3 shall apply and in addition the Developer shall be entitled to 30% of the compensation receivable. The compensation received/receivable by the Owners shall be charged towards the amounts receivable or recoverable by the Developer.

20.2. **Acquisition and Requisition after completion of the New Building:** In case the Subject Property is acquired or requisitioned after construction of the Designated Building, then in that event the respective Transferees and allottee parties shall directly contest the acquisition or requisition proceeding and any compensation in respect of the respective areas shall belong to them respectively and otherwise proportionately.

21. **NOTICES:** Except as otherwise specifically mentioned herein, all notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of despatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered speed post without the same being served. Notice to Owners shall always be deemed to be a sufficient notice to Owners herein. None of the parties shall be entitled to raise any objection as to service of the notice

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*Margit Sales* 

deemed to have been served as aforesaid. A copy of any notice sent by any party to the other party shall also be sent by email. For the purpose of this clause the email id of the Owners would be responsemj1978@gmail.com and for the Developer would be vindhyaproperties111@gmail.com..

- 22. ARBITRATION:** In case there arises any dispute or difference between the parties, the same shall at first be attempted to be reconciled through the process of mediation and each party shall provide its best efforts in such reconciliation.
- 22.1. If any dispute or difference is not reconciled through mediation as aforesaid, then all such disputes or differences between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/ or the Subject Property or determination of any liability shall be referred to arbitration and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act 1996 or any other statutory modification or enactment for the time being in force. In connection with the said arbitration, the parties have agreed and declared as follows:
- 22.1.1 The Arbitration Tribunal shall have summary powers and will be entitled to lay down their own procedure.
- 22.1.2 The Arbitration Tribunal will be at liberty to give interim orders and/or directions.
- 22.1.3 The Arbitration Tribunal shall be entitled to rely on oral submissions made by the parties and to pass awards and/or directions based on such oral submissions.
- 22.2. **JURISDICTION:** Only the Courts within the Jurisdiction of the Calcutta High Court and those having territorial jurisdiction over the Subject Property shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this Agreement or connected therewith including the arbitration as provided hereinabove.

#### PART-IV # SCHEDULES

**23. THE FIRST SCHEDULE ABOVE REFERRED TO: # Subject Property #**

- 23.1. **ALL THAT** piece and parcel of 'bastu' land containing an area of 62 satak or 0.62 acre more or less (upon physical measurement found to contain an area of 36 Cottahs 04 Chittacks and 13.46 Square feet) comprised in a divided and demarcated portion of L.R. Dag No. 286 (as described below) in Mouza – Dhamaitala (also known as Dhamaitola), J.L. No. 75, Police Station Sonarpur, Pargana - Magura, P.O. - Sonarpur, Sub Registry Office at Sonarpur, Holding No. 133, Dwarir Road, under Ward No. 24 of Rajpur - Sonarpur Municipality in the District of South 24 Parganas:-

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*Manojit Saha*

*M. Saha*

Number	Khatian Number	Dag	being subject matter of development
Dag No. 273 recorded in Khatian No. 10	Dag No. 286 recorded in Khatian No. 899, 931, 932, 933 and 934	0.82 acre	0.62 acre

The Subject Property is delineated in the plan annexed hereto duly bordered thereon in "RED" and the same is butted and bounded as follows.

- 23.1.1 ON THE NORTH: Partly by Dawarir Road and partly by remaining portion of L.R. Dag No. 286.
- 23.1.2 ON THE SOUTH : Partly by L.R. Dag No. 287 and partly by Dag No. 54 of Mouza Chauhati.
- 23.1.3 ON THE EAST : Partly by remaining portion of L.R. Dag No. 286 and partly by Mouza Chauhati, and
- 23.1.4 ON THE WEST : Partly by each of L.R. Dag Nos. 287 and 288

23.2. **OR HOWSOEVER OTHERWISE** the Subject Property now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished. **BE IT MENTIONED** that the total constructed area at the Subject Property is 3000 square feet more or less

**24. THE SECOND SCHEDULE ABOVE REFERRED TO # Tentative Common Areas and Installations:**

**24.1. Common Areas & Installations at any Block:**

- 24.1.1 Staircases, landings and passage and stair-cover on the ultimate roof.
- 24.1.2 Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the one lift of the Block.
- 24.1.3 Lift, with machineries accessories and equipments and lift well for installing the same in the Block.
- 24.1.4 Electrical installations with main switch and meter and space required therefor.
- 24.1.5 Ultimate open to sky space on the ultimate Roof of the Block.

Jar

Mangjit Dolea

- 24.1.6 Over head water tanks with water distribution pipes from such Overhead water tank connecting to the different Units of the Block.
- 24.1.7 Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Block.
- 24.1.8 Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas of the Block

**24.2. Common Areas & Installations at the Building Complex:**

- 24.2.1 Driveways and paths and passages at the said Land except those reserved by the Developer for exclusive use.
- 24.2.2 Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed at extra cost.
- 24.2.3 Intercom facility.
- 24.2.4 Underground water reservoir
- 24.2.5 Submersible Water pump with motor with water distribution pipes to the Overhead water tanks of the Buildings in the Project.
- 24.2.6 Municipal Water supply:
- 24.2.7 Water waste and sewerage evacuation pipes and drains from the Buildings in the Project to the municipal drains.
- 24.2.8 DG Set, its panels, accessories and wirings and space for installation of the same at extra cost.
- 24.2.9 Boundary wall and gate and Security Room
- 24.2.10 Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas of the Project

**25. THE THIRD SCHEDULE ABOVE REFERRED TO: # Specifications**

- 25.1. **STRUCTURE:** The building shall be constructed with RCC framed in accordance with the plan and drawing prepared by the Architects and sanctioned by the appropriate authority.
- 25.2. Interior Finish : Wall Putty
- 25.3. Flooring : Bedrooms - Vitrified tiles 2' X 2' 2' X 2' (600 mm X 600 mm)

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*Mangjit Salia.*

*ml*

:Door bell point at the main entrance door

:Modular switches of reputed brands

25.10 Balcony : MS railing up to 1meter Height

**26. THE FOURTH SCHEDULE ABOVE REFERRED TO: #Internal Agreed Proportion:**

SL NO.	NAME OF OWNERS	%AGE OF EACH OWNERS OUT OF TOTAL 100%
1	DIAGNOSIS & CURE CENTRE	20%
2	MANORANJAN SAHA	20%
3	(SMT.) RAJLAXMI SAHA	20%
4	MANOJIT SAHA	20%
5	(SMT.) MINATI ROY (SAHA)	20%
	TOTAL	100%

**27. THE FIFTH SCHEDULE ABOVE REFERRED TO: #Extras & Deposits:**

27.1. EXTRAS shall include:

27.1.1 Any type of taxes like goods and service tax, tax, local taxes and any other statutory levy or tax etc., payable to any government authority or local body (without however affecting the provisions in respect thereof under the operative part of the agreement above).

27.1.2 Any EDC charges payable to any government authority or any local body etc.

27.1.3 All costs, charges and expenses on account of bringing electricity lines/connections, HT & LT power (including Sub-station, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts payable to the electricity service provider.

27.1.4 All costs, charges and expenses on account of bringing water lines/connections and all the amounts payable to the provider thereof.

27.1.5 Security or any other deposit (including minimum deposits or any deposit by any name called) and all amounts or increases thereof payable to the

*Jan*

*Manojit Saha*

*[Signature]*

electricity service provider for electricity water and any other connection or service at the Complex.

- 27.1.6 All costs, charges and expenses on account of one or more generators and like other power-backup equipment and all their accessories (including cables, panels and the like) for the Complex.
- 27.1.7 External pipelines, sewerage treatment plants etc.
- 27.1.8 Betterment fees, development charges, and other levies taxes duties and statutory liabilities that may be charged on the Subject Property or the buildings or the Units or on their transfer or construction partially or wholly, as the case may be.
- 27.1.9 Cost of formation of Association/service maintenance company/society.
- 27.1.10 Intercom, CCTV or any other chargeable facility as may be decided by the Developer.
- 27.1.11 If it is decided by the Developer to furnish the Transferable Areas then the cost of such furnishing. However, any profit accruing therefrom, after deducting a sum equivalent to 15% of the cost of such furnishing towards remuneration of the Developer for carrying out such furnishing shall be shared by the Owners and the Developer in the Agreed ratio.
- 27.2. **DEPOSITS** (which shall be interest free) shall include:
- 27.2.1 Deposit on account of maintenance charges, electricity, water, other facilities, common expenses, rates and taxes, sinking fund etc.

**28. THE SIXTH SCHEDULE ABOVE REFERRED TO: #Chain of Title:**

28.1. The facts about the Owners deriving title to the Subject Property is as follows:-

- 28.1.1 One Jitendra Nath Mondal was the sole and absolute owner of **All That** pieces and parcels of land containing an area of 100 satak or 1 Acre more or less situate lying at and being comprised in a portion (i) containing an area of 18 satak more or less in R.S. Dag No. 272 (measuring 35 satak) and (ii) containing an area of 82 satak more or less in R.S. Dag No. 273 (measuring 231 satak) both recorded in R.S. Khatian No. 10 in Mouza - Dhamaitala, J.L. No. 75, Police Station Sonarpur, Pargana - Magura, P.O. - Sonarpur, Sub Registry Office at Sonarpur in the District of South 24 Parganas hereinafter referred to as "the **Larger Property**", absolutely and forever.

Jeni


Mangjit Saha

ml dn



- 28.1.2 By a Deed of Gift dated 26th February 1975 and registered with the Sub Registrar Sonarpur in Book I Volume No. 14 Pages 188 to 189 Being No. 838 for the year 1975, the said Jitendra Nath Mondal in consideration of his natural love and affections towards his son namely Gopal Chandra Mondal, Balai Chandra Mondal, Ranjit Mondal (also known as Bhelo Mondal) and Umesh Mondal (also known as Bhola Mondal) granted conveyed and transferred, by way of gift, the Larger Property, absolutely and forever, in equal shares.
- 28.1.3 Subsequently the said Gopal Mondal, Balai Mondal, Ranjit Mondal and Umesh Mondal amicably measured and demarcated the Larger Property into three Lots namely Lot A, Lot B and Lot C. Out of the said Lots, Lot A which contained an area of 12 Cottahs 5 Chittacks 5 Square feet was exclusively allotted to the said Gopal Mondal, Lot B which contained an area of 36 Cottahs 13 Chittacks more or less was exclusively allotted to the said Balai Mondal, Ranjit Mondal and Umesh Mondal and Lot C which contained an area of 10 Cottahs was exclusively allotted to the said Gopal Mondal, Balai Mondal, Ranjit Mondal and Umesh Mondal.
- 28.1.4 The said R.S. Dag No. 273 was subsequently renumbered as L.R. Dag No. 286 in the current Records of Rights published under the West Bengal Land Reforms Act, 1955.
- 28.1.5 By a Deed of Conveyance dated 21st March 2014 and registered with the District Sub Registrar-IV, Alipore, South 24 Parganas in Book I CD Volume No. 12, Pages 56 to 84, Being No. 02171 for the year 2014 as supplemented by a Deeds of Declaration dated 28th May, 2014 and registered with District Sub Registrar-IV, Alipore, South 24 Parganas in Book I, CD Volume No. 30, Pages 462 to 468, Being No. 05224 for the year 2014 and further supplemented by a Deed of Declaration dated 27<sup>th</sup> November 2015 and registered with District Sub Registrar-IV, Alipore, South 24 Parganas in Book IV Volume No. 1604-2015 Pages 6082 to 6095 Being No. 160400684 for the year 2015, the said Balai Mondal, Ranjit Mondal and Umesh Mondal for the consideration therein mentioned sold conveyed and transferred unto and to one Starlite Construction Private Limited, Manoj Kumar Poddar, Ruchira Poddar, Ruchika Poddar and Ashish Tibrewal All That the piece and parcel of land containing an area of 62 satak or 0.62 acre more or less comprised in L.R. Dag No. 286 (formerly R.S. Dag 273 recorded in R.S. Khatian No. 10) in Mouza - Dhamaitala, J.L. No. 75, Police Station Sonarpur, Pargana - Magura, P.O. - Sonarpur, Sub Registry Office at Sonarpur in the District of South 24 Parganas morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereinaabove written

Jani

Manojit Datta - 

and hereinafter referred to as "the **SUBJECT PROPERTY**", absolutely and forever. One Kartick Guha had concurred and confirmed such sale.

- 28.1.6 By a Development Agreement dated 16<sup>th</sup> May 2014 and registered with District Sub-Registrar-IV, Alipore, South 24 Parganas in Book I, CD Volume No. 30, Pages 1521 to 1545, Being No. 05313 for the year 2014, the said Manoj Kumar Poddar, Ruchira Poddar, Ruchika Poddar and Ashish Tibrewal appointed the said co-owner Starlite Construction Private Limited as Developer on the terms and conditions morefully contained therein. A Power of Attorney dated 16<sup>th</sup> May 2014 and registered with the District Sub-Registrar-IV, Alipore, South 24 Parganas in Book I, CD Volume No. 30, from Page No. 856 to 867, as Being No. 05225 for the year 2014 was also granted by the said Manoj Kumar Poddar, Ruchira Poddar, Ruchika Poddar and Ashish Tibrewal to the said Starlite Construction Private Limited pursuant to the said Development Agreement.
- 28.1.7 The said Lot B was assessed by the Rajpur-Sonarapur Municipality as Municipal Holding No. 133, Dwarir Road.
- 28.1.8 Upon measurement the said Lot B was found to contain an area of 36 Cottahs 04 Chittacks and 13.46 Square feet.
- 28.1.9 The said Starlite Construction Private Limited, Manoj Kumar Poddar, Ruchira Poddar, Ruchika Poddar and Ashish Tibrewal caused to be obtained a building plan for construction at the Subject Property from the Rajpur - Sonarapur Municipality vide Plan No. 2007/CB/24/12 dated 9th April 2015.
- 28.1.10 By a Deed of Cancellation dated 27<sup>th</sup> November 2015 and registered with the District Sub-Registrar-IV, Alipore, South 24 Parganas in Book I Volume No. 1604-2015 Pages 103075 to 103088 Being No. 160408082 for the year 2015, the said Development dated 16<sup>th</sup> May 2014 stood unconditionally, unequivocally and absolutely cancelled revoked rescinded extinguished and rendered invalid, for all intents and purposes. The said Power of Attorney dated 16<sup>th</sup> May 2014 was also revoked by a deed of revocation of Power of Attorney dated 30<sup>th</sup> November 2015 and registered with the District Sub-Registrar-IV, Alipore, South 24 Parganas in Book IV Volume No. 1604-2015 Pages 6202 to 6212 Being No. 160400692 for the year 2015
- 28.1.11 By a Deed of Conveyance dated 1st December 2015 and registered with Additional Registrar of Assurances-I, Kolkata in Book I Volume No. 1901-2015 Pages 171365 to 171415 Being No. 190109364 for the year 2015, the said Starlite Construction Private Limited, Manoj Kumar Poddar, Ruchira Poddar, Ruchika Poddar and Ashish Tibrewal for the consideration therein

Jani

Manoj Kumar Poddar

mentioned sold conveyed and transferred unto and to the Owners hereto, All That the Subject Property, absolutely and forever.

28.1.12 The names of the Owners were duly recorded as Raiyat in the Records of Rights published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian Nos. 899, 931, 932, 933 and 934 in respect of the Subject Property with a recorded area of 61 satak.

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

**SIGNED SEALED AND DELIVERED** on behalf of the withinnamed **OWNERS** at Kolkata in the presence of:

Anash Saha  
M-9, Sneepally  
Turba Puriary  
KOL-700093  
Batalu Begona Advocate

DIAGNOSIS & CURE CENTRE

Rajlaxmi Saha  
Proprietress

Maunoranjana Saha.

Rajlaxmi Saha

Mangjit Saha.

Shirati Saha.

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

Anash Saha  
Batalu Begona Advocate  
2 Hare Street, Kol-01

Drafted by me:-  
Batalu Begona, Advocate  
C/o DSP Law Associates  
4D, Nicco House  
1B & 2, Hare Street  
Kolkata - 700001  
F-1415/2010

ANIMESH NIRMAL LLP

Animesh Nirman  
Professor  
(Ravi Shankar Animesh)

**RECEIPT AND MEMO :**

**RECEIVED** from the within named Developer the within mentioned sum of Rs.60,00,000/- (Rupees sixty lakhs) only towards part payment of the Security Deposit as follows:-

**MEMO OF CONSIDERATION**

S.L No.	By or out of Cheque/Demand Draft	Date	Bank	Amount (Rs.)
1.	001526	14.12.2020	HDFC Bank	500000.00
2.	001522	14.12.2020	HDFC Bank	500000.00
3.	001524	14.12.2020	HDFC Bank	500000.00
4.	001523	14.12.2020	HDFC Bank	500000.00
5.	001525	14.12.2020	HDFC Bank	500000.00
6.	001631	16.04.2021	HDFC Bank	700000.00
7.	001632	16.04.2021	HDFC Bank	700000.00
8.	001633	16.04.2021	HDFC Bank	700000.00
9.	001634	16.04.2021	HDFC Bank	700000.00
10.	001635	16.04.2021	HDFC Bank	700000.00
<b>Total:</b>				<b><u>60,00,000.00</u></b>

(Rupees sixty lakhs only)

**WITNESSES:**

Akash Saha  
 Pratik Bagaria  
 Advocate

DIAGNOSIS &amp; CURE CENTRE

Rajlaxmi Saha  
 Proprietress

Mamonaanjana Saha

Rajlaxmi Saha

Mangit Saha

Shinati Saha

14 DAG OF MERRA CHANDEL

TWO STORED HORSE (DARTICE GARD)

TWO STORED HORSE (DARTICE GARD)

W.C. & SHED PART OF BHARANGA

VACANT LAND (DARTICE GARD)

A.C.S. MERRA CHANDEL

TWO STORED HORSE

VACANT LAND

PART OF 204 MERRA CHANDEL

DIAGNOSIS & CURE CENTRE

Rajlaxmi Saha  
Proprietress

Manoranjan Saha.

Rajlaxmi Saha

Manojit Saha.

Binati Saha.

PART OF 204 BHARANGA SARDAR

TWO STORED HORSE (DARTICE GARD)

















NOT TO SCALE


SCALE 1:1000


SITE PLAN OF PREMISES AT R. S. DAG NO. 273, L. R. DAG NO. 286, KHATIAN NO. 41, 154 & 184, J. L. NO. 75, MOUZA DHAMAITOLA, WARD NO. 24, HOLDING NO. 133 UNDER RAJPUR SONARPUR MUNICIPALITY.


Jan Jagannath  
Partner

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

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

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

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

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



भारत-सरकार  
GOVERNMENT OF INDIA



राजलक्ष्मी साहा  
RAJLAXMI SAHA

जन्मतारीख/ DOB: 15/06/1953  
महिला / FEMALE



3710 8671 6277

আমার আধার, আমার পরিচয়

Rajlaxmi Saha



भारतीय विशिष्ट पहचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:  
১৪, শ্রীপুর রোড, হালতু, হালতু,  
কোলকাতা,  
পশ্চিমবঙ্গ - ৭০০০৭৮

Address  
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P.O. Box No. 1947  
Bengaluru-560 001



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

**MANOJIT SAHA**

**MANORANJAN SAHA**

**17/03/1978**  
Permanent Account Number

**AUNPS1637G**

*Manojit Saha*  
Signature



*Manojit Saha*



भारत सरकार  
GOVERNMENT OF INDIA



মনোজিত সাহা  
MANOJIT SAHA  
পিতা : মনোরঞ্জন সাহা  
Father : MANORANJAN SAHA  
জন্ম সাল / Year of Birth : 1978  
পুরুষ / Male



3512 0787 2375

আধার - সাধারণ মানুষের অধিকার

*Manojit Saha*

16024067



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:  
১৫, শ্রীপুর রোড, হালতু, হালতু,  
কোলকাতা, পশ্চিমবঙ্গ, 700078

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700078



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Bengaluru-560 001

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

**MINATI SAHA**

**MANORANJAN SAHA**

**02/03/1973**

Permanent Account Number

**AUHPS5034R**

*Chinati Saha*  
Signature



17102008

*Chinati Saha.*



भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India

Government of India

Enrolment No.: 1040/94426/00826

To  
MINATI SAHA  
D/O Manoranjan Saha  
FLAT-4 ANKUR APARTMENT  
5 PURBACHAL MAIN ROAD  
Haltu  
Haltu  
Kolkata West Bengal - 700078  
8017775359

Download Date: 22/01/2018

Generation Date: 18/07/2018



आपका आधार क्रमांक / Your Aadhaar No. :

**9579 2335 5904**

मेरा आधार, मेरी पहचान

*Minati Saha.*



भारत सरकार  
Government of India



MINATI SAHA  
Date of Birth/DOB: 02/03/1973  
Female/FEMALE



**9579 2335 5904**

मेरा आधार, मेरी पहचान



*Anmol Gurman*



*Ravi Agarwal*



भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार  
Unique Identification Authority of India  
Government of India

Enrollment No. : 0647/03107/58017

To  
Ravi Shankar Agarwal

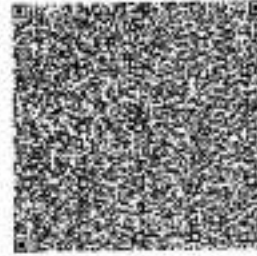
13/12/2016

C/O Late Rajendra Kumar Agarwal  
TOWER-3, FLAT-2901, URBANA  
783 ANANDAPUR  
MADURDAHA  
E.K.T  
E.k.t,Circus Avenue,Kolkata,  
West Bengal - 700107  
9830472908

75292375



KA752923755FH



आपका आधार क्रमांक / Your Aadhaar No. :

**9106 4132 3338**

मेरा आधार, मेरी पहचान



भारत सरकार  
Government of India



Ravi Shankar Agarwal  
DOB: 15/08/1964  
Male

*Ravi Shankar Agarwal*



9106 4132 3338

मेरा आधार, मेरी पहचान



भारत सरकार  
Government of India



नाम / Name  
Akash Saha  
जन्मदिन / DOB 25/07/1993  
लिंग / GENDER  
SM / MALE

16-10-2018

4225 3607 9843

आमर खाणा, आमला परिवार



एनडीए आईडी, एनडीए एनडीए  
Unique Identification Authority of India



पता, एन-१, टी नगर, नए बुरिघरी,  
पिन १३ १०१०, पश्चिम बंगाल ७११०१३

Address: N-1, TEE NAGAR, NEW BURIGHARI,  
PIN 131010, West Bengal, 711013



4225 3607 9843



1047



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www.uidai.gov.in

Akash Saha



स्थायी लेखा संख्या

/PERMANENT ACCOUNT NUMBER



ALSPS6270M

नाम /NAME

MANORANJAN SAHA

पिता का नाम /FATHER'S NAME

UPENDRA LAL SAHA

जन्म तिथि /DATE OF BIRTH

18-10-1950

हस्ताक्षर /SIGNATURE

Manoranjan Saha

*K. Das*

जायकार आयुक्त, प.ब. - XI

COMMISSIONER OF INCOME-TAX, W.B. - XI

Manoranjan Saha



भारत सरकार  
Government of India



MANORANJAN SAHA  
Date of Birth/DOB: 18/10/1950  
Male/ MALE



9555 6231 5874

मेरा आधार, मेरी पहचान

*Manoranjan Saha*



भारतीय विशिष्ट पहचान प्राधिकरण  
Unique Identification Authority of India

**Address:**  
14, SIRIPUR ROAD, HAFU, Huru S.O, Kolkata,  
West Bengal - 700078



9555 6231 5874



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स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

ALQPS8174E



नाम /NAME

RAJLAXMI SAHA

पिता का नाम /FATHER'S NAME

SURENDRA MOHAN PODDAR

जन्म तिथि /DATE OF BIRTH

15-06-1953

हस्ताक्षर /SIGNATURE

*Rajlaxmi Saha*

*B. Das*

आयकर आयुक्त, प.ब.-XI

COMMISSIONER OF INCOME-TAX, W.B. - XI

*Rajlaxmi Saha*

DATED THIS 21<sup>st</sup> DAY OF APRIL 2021

BETWEEN

DIAGNOSIS & CURE CENTRE & ORS.

... OWNERS

AND

ANIMESH NIRMAN LLP

... DEVELOPER

AGREEMENT

DSP LAW ASSOCIATES  
ADVOCATES  
4D NICCO HOUSE  
2 HARE STREET  
KOLKATA-700 001

### Major Information of the Deed

Deed No :	I-1904-04579/2021	Date of Registration	24/04/2021
Query No / Year	1904-2000749799/2021	Office where deed is registered	
Query Date	09/04/2021 12:17:50 PM	1904-2000749799/2021	
Applicant Name, Address & Other Details	Subhash Naskar Kolkata,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9123314639, Status :Buyer/Claimant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 70,00,000/-]		
Set Forth value	Market Value		
	Rs. 3,09,71,814/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,071/- (Article:48(g))	Rs. 70,105/- (Article:E, E, B, M(a), M(b), I)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

#### Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Dwarir Road, Mouza: Dhamaitala, , Ward No: 24, Holding No:133 JI No: 75, Pin Code : 700149

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-273 (RS :-)	LR-286	Bastu	Shali	36 Katha 4 Chatak 13.46 Sq Ft		2,87,21,814/-	Property is on Road Adjacent to Metal Road,
<b>Grand Total :</b>					<b>59.8434Dec</b>	<b>0 /-</b>	<b>287,21,814 /-</b>	

#### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	3000 Sq Ft.	0/-	22,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 3000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>3000 sq ft</b>	<b>0 /-</b>	<b>22,50,000 /-</b>	

#### Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>DIAGNOSIS &amp; CURE CENTRE</b> 39, Gariahat Road South, P.O:- Dhakuria, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700031 , PAN No.:: ALxxxxx4E,Aadhaar No Not Provided by.UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

2	<b>MANORANJAN SAHA</b> Son of Late Upendra Nath Saha 14, Sreepur Road, P.O:- Haltu, P.S:- Garia, District:-South 24-Parganas, West Bengal, India, PIN - 700078 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ALxxxxxx0M, Aadhaar No: 95xxxxxxxx5874, Status :Individual, Executed by: Self, Date of Execution: 21/04/2021 , Admitted by: Self, Date of Admission: 21/04/2021 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 21/04/2021 , Admitted by: Self, Date of Admission: 21/04/2021 ,Place : Pvt. Residence
3	<b>RAJLAXMI SAHA</b> Wife of Manoranjan Saha 14, Sreepur Road, P.O:- Haltu, P.S:- Garia, District:-South 24-Parganas, West Bengal, India, PIN - 700078 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ALxxxxxx4E, Aadhaar No: 37xxxxxxxx6277, Status :Individual, Executed by: Self, Date of Execution: 21/04/2021 , Admitted by: Self, Date of Admission: 21/04/2021 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 21/04/2021 , Admitted by: Self, Date of Admission: 21/04/2021 ,Place : Pvt. Residence
4	<b>MANOJIT SAHA</b> Son of Manoranjan Saha 14, Sreepur Road, P.O:- Haltu, P.S:- Garia, District:-South 24-Parganas, West Bengal, India, PIN - 700078 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AUxxxxxx7G, Aadhaar No: 35xxxxxxxx2375, Status :Individual, Executed by: Self, Date of Execution: 21/04/2021 , Admitted by: Self, Date of Admission: 21/04/2021 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 21/04/2021 , Admitted by: Self, Date of Admission: 21/04/2021 ,Place : Pvt. Residence
5	<b>MINATI SAHA, (Alias: Minati Roy Saha)</b> Wife of Debashish Roy 14, Sreepur Road, P.O:- Haltu, P.S:- Garia, District:-South 24-Parganas, West Bengal, India, PIN - 700078 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AUxxxxxx4R, Aadhaar No: 95xxxxxxxx5904, Status :Individual, Executed by: Self, Date of Execution: 21/04/2021 , Admitted by: Self, Date of Admission: 21/04/2021 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 21/04/2021 , Admitted by: Self, Date of Admission: 21/04/2021 ,Place : Pvt. Residence

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>ANIMESH NIRMAN LLP</b> 40/5, Strand Road, P.O:- Burabazar, P.S:- Burabazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 , PAN No.:: AAxxxxxx8N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Rajlaxmi Saha</b> Wife of Manoranjan Saha , 14, Sreepur Road, P.O:- Haltu, P.S:- Garia, District:-South 24-Parganas, West Bengal, India, PIN - 700078, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALxxxxxx4E, Aadhaar No: 37xxxxxxxx6277 Status : Representative, Representative of : DIAGNOSIS & CURE CENTRE (as Proprietor)
2	<b>Ravi Shankar Agarwal (Presentant )</b> Son of Rajendra Kumar Agarwal , Urbana, Tower 3, 783, Anandapur, Madurdaha, P.O:- EKTP, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700107, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx7N, Aadhaar No: 91xxxxxxxx3338 Status : Representative, Representative of : ANIMESH NIRMAN LLP (as Partner)

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Akash Saha</b> Son of Goutam Saha M-9, Sree Pally, Purba Putiary, P.O:- Purba Putiary, P.S:- Regent Park, District:-South 24-Parganas, West Bengal, India, PIN - 700093			
Identifier Of MANORANJAN SAHA, RAJLAXMI SAHA, MANOJIT SAHA, MINATI SAHA, Rajlaxmi Saha, Ravi Shankar Agarwal			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	DIAGNOSIS & CURE CENTRE	ANIMESH NIRMAN LLP-11.9687 Dec
2	MANORANJAN SAHA	ANIMESH NIRMAN LLP-11.9687 Dec
3	RAJLAXMI SAHA	ANIMESH NIRMAN LLP-11.9687 Dec
4	MANOJIT SAHA	ANIMESH NIRMAN LLP-11.9687 Dec
5	MINATI SAHA	ANIMESH NIRMAN LLP-11.9687 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	DIAGNOSIS & CURE CENTRE	ANIMESH NIRMAN LLP-600.00000000 Sq Ft
2	MANORANJAN SAHA	ANIMESH NIRMAN LLP-600.00000000 Sq Ft
3	RAJLAXMI SAHA	ANIMESH NIRMAN LLP-600.00000000 Sq Ft
4	MANOJIT SAHA	ANIMESH NIRMAN LLP-600.00000000 Sq Ft
5	MINATI SAHA	ANIMESH NIRMAN LLP-600.00000000 Sq Ft

**Land Details as per Land Record**

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Dwarir Road, Mouza: Dhamaitala, , Ward No: 24, Holding No:133 JI No: 75, Pin Code : 700149

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 273, LR Khatian No:- 286		Seller is not the recorded Owner as per Applicant.

On 20-04-2021

**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 3,09,71,814/-

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

On 21-04-2021

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

Presented for registration at 19:00 hrs on 21-04-2021, at the Private residence by Ravi Shankar Agarwal .

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

Execution is admitted on 21/04/2021 by 1. MANORANJAN SAHA, Son of Late Upendra Nath Saha, 14, Sreepur Road, P.O: Haltu, Thana: Garia, , South 24-Parganas, WEST BENGAL, India, PIN - 700078, by caste Hindu, by Profession Business, 2. RAJLAXMI SAHA, Wife of Manoranjan Saha, 14, Sreepur Road, P.O: Haltu, Thana: Garia, , South 24-Parganas, WEST BENGAL, India, PIN - 700078, by caste Hindu, by Profession Business, 3. MANOJIT SAHA, Son of Manoranjan Saha, 14, Sreepur Road, P.O: Haltu, Thana: Garia, , South 24-Parganas, WEST BENGAL, India, PIN - 700078, by caste Hindu, by Profession Business, 4. MINATI SAHA, Alias Minati Roy Saha, Wife of Debashish Roy, 14, Sreepur Road, P.O: Haltu, Thana: Garia, , South 24-Parganas, WEST BENGAL, India, PIN - 700078, by caste Hindu, by Profession Business

Identified by Akash Saha, , Son of Goutam Saha, M-9, Sree Pally, Purba Putiary, P.O: Purba Putiary, Thana: Regent Park, , South 24-Parganas, WEST BENGAL, India, PIN - 700093, by caste Hindu, by profession Private Service

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

Execution is admitted on 21-04-2021 by Rajlaxmi Saha, Proprietor, DIAGNOSIS & CURE CENTRE (Sole Proprietorship), 39, Gariahat Road South, P.O:- Dhakuria, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700031

Identified by Akash Saha, , Son of Goutam Saha, M-9, Sree Pally, Purba Putiary, P.O: Purba Putiary, Thana: Regent Park, , South 24-Parganas, WEST BENGAL, India, PIN - 700093, by caste Hindu, by profession Private Service

Execution is admitted on 21-04-2021 by Ravi Shankar Agarwal, Partner, ANIMESH NIRMAN LLP (LLP), 40/5, Strand Road, P.O:- Burabazar, P.S:- Burabazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001

Identified by Akash Saha, , Son of Goutam Saha, M-9, Sree Pally, Purba Putiary, P.O: Purba Putiary, Thana: Regent Park, , South 24-Parganas, WEST BENGAL, India, PIN - 700093, by caste Hindu, by profession Private Service

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

On 24-04-2021

**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.



**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 70,105/- ( B = Rs 70,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 84/-, by online = Rs 70,021/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 12/04/2021 12:00AM with Govt. Ref. No: 192021220002694172 on 09-04-2021, Amount Rs: 70,021/-,  
Bank: HDFC Bank ( HDFC0000014), Ref. No. 12042021033 on 12-04-2021, Head of Account 0030-03-104-001-16

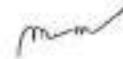
**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 75,021/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 6711, Amount: Rs.50/-, Date of Purchase: 13/04/2021, Vendor name: S Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 12/04/2021 12:00AM with Govt. Ref. No: 192021220002694172 on 09-04-2021, Amount Rs: 75,021/-,  
Bank: HDFC Bank ( HDFC0000014), Ref. No. 12042021033 on 12-04-2021, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2021, Page from 219864 to 219939

being No 190404579 for the year 2021.



*Mm*

Digitally signed by MOHUL  
MUKHOPADHYAY  
Date: 2021.05.03 10:52:29 +05:30  
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2021/05/03 10:52:29 AM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA  
West Bengal.

(This document is digitally signed.)