

পশ্চিমঞ্জ पश्चिम बंगाल WEST BENGAL

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

> Registrar ssurances li Kolkate

F7 JUL 2025

ADDITIONAL REGISTRAR OF ASSURANCES-II, KOLKATA

> THIS AGREEMENT made this 07th day of July Two Thousand and Twenty-five.

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SOLD TO ...

ADDRESS ....

RS.

CODE NO. (1067) LICENCED NO. 20 & 20A / 1973

L. 3. VENDOR (0.5.)
HIGH COURT, KOLKATA.

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ADDITIONAL REGISTRAR OF ASSURANCE-II, KOLKATA

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#### BETWEEN

- 1 PARTIES:
- 1.1 OWNER:
- **SHREYASHI** TRADECOM PRIVATE 1.1.1 LIMITED (having U51909WB1998PTC086331 and PAN AAGCS5258K), a Company incorporated under the Companies Act, 1956 having its Registered Office at 1 & 3, BRABOURNE ROAD, ILLACO HOUSE, 4TH FLOOR, KOLKATA, West Bengal, India, 700001. represented by its Director Sri Saras Choudhary (having PAN AHNPC5784H and Aadhaar No. 8104 9256 9328) son of Shiv Kumar Choudhary, residing at 148 Mahatma Gandhi Road, near Chitpur Crossing, Barabazar, Post Office and Police Station Burrabazar, Pin-700007, hereinafter referred to as "the OWNER" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or successorsin-interest and/or assigns) of the ONE PART; AND
- 1.2 DEVELOPER:
- 1.2.1 LOOKLIKE HOMES PRIVATE LIMITED (having CIN No. U45400WB2013PTC194014 and PAN AACCL5220C), a Company incorporated under the Companies Act, 1956 having its Registered Office at 127, B.T. ROAD, Kolkata, KOLKATA, West Bengal, India, 700108 represented by its Director Smt. SANGHA RAKSHIKA KHAITAN (having PAN AIPPT4618Q and Aadhaar No. 2046 1626 8909) daughter of Kiran Tamang, residing at Block -1, Flat - 1A, 38, S. N. Roy Road, Kolkata, West Bengal, PIN-700038, P.S. - Behala, P.O. - Sahapur hereinafter referred to as "the DEVELOPER" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or successors-in-interest and/or assigns) of the OTHER PART:

#### SECTION-I # DEFINITIONS:

- 2 <u>DEFINITIONS</u>: Unless in this Agreement there be something contrary or repugnant to the subject or context:-
  - 2.1.1 "Agreed Ratio" shall mean the ratio of sharing or distribution in Distributable Realizations and several other matters referred to herein between the Owner and the Developer which shall be 26% (twenty six percent) of and belonging to the Owner and 74% (seventy four percent) of and belonging to the Developer solely and exclusively.
  - 2.1.2 "Appropriate Authority" with its grammatical variations shall according to the context mean all or any of the Baranagar Municipality any municipal body or authority, if having or acquiring jurisdiction, Municipal Engineering Directorate, KMDA or any other Planning or Development Authority if having or acquiring jurisdiction, Collector, B.L.&L.R.O., D.L.&L.R.O.,

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Collector, Fire Brigade, Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Airport Authority, Real Estate Authorities, Police Authorities, Law Enforcement Authorities, Pollution Control Authorities, Environment Authorities, Fire Service Authorities, Insurance Companies, Income Tax Authorities, Goods and Service Tax Authorities, 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 and also all Courts, Tribunals 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 connectivity and other utilities whatsoever or howsoever.

- **2.1.3** "Assured Attributes" shall in respect of Subject Property and every part thereof is concerned mean and include the qualities, specifications and features as mentioned in clause 5.1 and its sub-clauses.
- **2.1.4 "Building Complex"** shall mean and include the Subject Property and the New Buildings thereat with the Common Areas and Installations.
- 2.1.5 "Building Plans" shall mean the Building Permit No. SWS-OBPAS/2103/2024/0400 dated 30<sup>th</sup> January, 2025 caused to be sanctioned by the Owner from the Baranagar Municipality and include all modifications and/or alterations as may be made thereto and/or renewals or new plans caused to be sanctioned by the Developer in full or partial modification thereof.
- 2.1.6 "Common Areas and Installations" shall according to the context mean and include the areas installations and facilities comprised in and for the individual New Buildings and/or the Subject Property and/or any Phases or parts thereof as may be expressed or intended by the Developer from time to time for use in common with rights to the Developer to identify or specify any part or parts of the Common Areas and Installations for use by the select category or group of Transferees and such other persons as the Developer may deem fit and proper.
- 2.1.7 "Common Purposes" shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the transferees thereof; collection and disbursement of the common expenses; the purpose of regulating mutual rights, obligations and liabilities of the Transferees thereof; and dealing with all matters of common interest of the Transferees thereof.

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- 2.1.8 "Completion of Construction" in respect of any of the New Building or part thereof shall mean the obtaining of the Completion Certificate from Architect in respect thereof.
- 2.1.9 "Developer's Allocation" according to the context shall mean the Developer's Realization Share to belong to the Developer and shall include all other areas, properties and rights belonging to the Developer in terms hereof.
- 2.1.10 "Developer's Realization Share" shall mean the entire Gross Collections save and except the Owner's Realization Share and include 74 % of the Distributable Realizations.
- 2.1.11 "Distributable Realizations" shall mean and include the amounts received on account of price against Transfer of the Units, Parking Spaces (if any charged) and other Transferable Areas and shall also not include any other Gross Collections.
- 2.1.12 "Encumbrances" shall include but not be limited to mortgages, charges, liens, hypothecations, bankruptcy, insolvency, lis pendens, attachments, leases, tenancies, occupancy rights, bargadar, licenses, uses, debutters, trusts, wakf, acquisition, requisition, vesting, claims, demands and liabilities whatsoever or howsoever.
- 2.1.13 "Extras and Deposits" shall mean the amounts mentioned in FOURTH SCHEDULE hereto subject to any variations as per Clause 19.5 hereto.
- 2.1.14 "Force Majeure" shall in connection with the obligation of the Developer mean any event or combination of events or circumstances not caused by and beyond the control of a Party including (a) Acts of God i.e. fire, draught, flood, earthquake, storm, lightning, and other natural disasters; (b) Explosions or accidents, air crashes; (c) General strikes and/or lock-outs, civil disturbances, curfew, epidemic, pandemic; (d) Civil commotion, insurgency, war or enemy action or terrorist action; (e) Change in Law, Rules and Regulations, (f) injunctions, prohibitions, or stay granted by court of law, Arbitrator, Government otherwise than due to default of the party claiming benefit of force majeure; (g) Non-functioning of any existing or new Appropriate Authorities due to any reason whatsoever and materially affecting the execution of any work; (h) any lockdown imposed by the Government of India or the Government of West Bengal and (i) any other reason beyond the control of the Developer.
- 2.1.15 "Government" shall mean the Central or State Government or any Department thereof and includes any Local Authority or Statutory Bodies or authorities having jurisdiction and shall also include any Government Company.

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- 2.1.16 "Gross Collections" shall include the amounts on any account received from the Transferees in connection with the Transfer in its favour including Distributable Realizations, Extras and Deposits, Pass Through Charges, price for Transfer of Green Areas etc.
- **2.1.17 "New Buildings"** shall mean the one or more buildings to be constructed from time to time at the Subject Property.
- 2.1.18 "Owner's Allocation" according to the context shall mean the Owner's Realization Share to belong to the Owner and shall include all other areas, properties and rights belonging to the Owner in terms hereof.
- 2.1.19 "Owner's Named Representatives" shall, unless changed by an intimation in writing given by to the Developer hereafter in terms of Clause 24.1.9, mean Mr. Sandeep Goenka.
- 2.1.20 "Owner's Realization Share" shall mean 26% (twenty six percent) of the Distributable Realizations to belong to the Owner.
- **2.1.21 "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).
- 2.1.22 "Phases" with its grammatical variations shall mean the different and multiple phases (including overlapping phases if any) in which the Project shall be decided and carried out by the Developer.
- 2.1.23 "Project" shall mean the development and administration of the Building Complex and Transfer thereof.
- 2.1.24 "Subject Property" shall mean the piece or parcel of land hereditament and premises situate at and being municipal holding No. 126 B.T. Road, Kolkata morefully and particularly mentioned and described in the FIRST SCHEDULE hereunder written.
- 2.1.25 "Transfer" (with its respective grammatical variations) shall include transfers primarily by sale with possibility of lease, letting out, grants, exclusive rights or otherwise.
- 2.1.26 "Transferable Areas" shall mean the Units, Parking Spaces, terraces, roofs, gardens, open spaces, club (if constructed) 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.

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- **2.1.27 "Transferees"** shall mean the persons to whom any Transferable Areas in the Building Complex is Transferred or agreed to be Transferred.
- 2.1.28 "Units" shall mean the independent and self-contained flats, offices, shops, showrooms, villas, vilaments, row houses and other constructed spaces in the New Building at the Subject Property capable of being exclusively held used or occupied by a person and in cases of bungalows, villas, vilaments or row houses with or without plots.

#### 2.2 INTERPRETATION:

- 2.2.1 Reference to any clause shall mean such clause of this Agreement and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this Agreement and include any parts of such Schedule.
- 2.2.2 Headings, Clause Titles, Capitalized expressions and Bold expressions are given for convenience only.
- 2.2.3 Words of any gender are deemed to include those of the other gender;
- 2.2.4 Words using the singular or plural number also include the plural or singular number, respectively;
- 2.2.5 The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Articles of this Agreement, as the case may be;
- **2.2.6** Reference to the word "include" shall be construed without limitation;
- 2.2.7 Where any notice, consent, approval, permission or certificate is required to be given by any party to this Agreement such notice, consent, approval, permission or certificate must (except where otherwise expressly specified), be in writing.

# SECTION-II # RECITALS AND REPRESENTATIONS:

- 3 The Owner is seized and possessed of the Subject Property and in open exclusive possession and enjoyment of the same since last more 20 years. The name of the Owner is recorded as Raiyat in the Records of Rights published under the West Bengal Land Reforms Act, 1955 and in the Baranagar Municipality and the Owner is in complete enjoyment of the same.
- 3.1 The Owner had decided to carry out development of the Subject Property, through specialist real estate promoter who would cause the development, administration and Transfer of complex/es and accordingly approached the Developer. Upon discussing the proposal of the Owner, it was mutually decided between them that the Developer shall be appointed as the sole and exclusive developer in respect of the Subject Property and the Developer shall acquire interest in the Subject Property and shall be entitled to develop and carry out the Project and other acts deeds and things;

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- 3.2 The Owner has also made the following several representations, assurances and warranties to the Developer which have been completely relied upon and believed to be true and correct by the Developer for the purpose of entering upon this Agreement and the transaction envisaged herein:
  - **3.2.1** That the Owner has a marketable title in respect of the Subject Property without any claim, right, title, interest of any person thereon or therein.
  - **3.2.2** That the Subject Property is free from all Encumbrances whatsoever and having all the Assured Attributes.
  - 3.2.3 That except the Owner, no other person or persons has got any right, title and interest in the Subject Property in any manner or on any account whatsoever.
  - 3.2.4 That there is no notice of acquisition or requisition received or pending in respect of the Subject Property or any part thereof and the Subject Property or any part thereof does not contain any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or ceiling surplus land under West Bengal Estates Acquisition Act, 1953 or the West Bengal Land Reforms Act, 1955 or any other law whatsoever.
  - 3.2.5 That the Subject Property nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of Law or due to Income Tax, Realization or any other Public Demand.
  - 3.2.6 There is no impediment, obstruction, restriction or prohibition in the Owner entering upon this Agreement and/or in the development and transfer of the Subject Property.
  - **3.2.7** That the Owner has not stood as Guarantor or Surety for any obligation, liability, bond or transaction whatsoever.
  - 3.2.8 That the Owner has not entered upon any agreement or contract with any other person in connection with the Subject Property or any part thereof or its development/sale/transfer nor have otherwise dealt with the Subject Property or any part thereof prior to execution of this Agreement.
  - **3.2.9** That there is no difficulty in the compliance of the obligations of the Owner hereunder.
- 3.3 The parties are now entering upon this Agreement to put into writing all the terms and conditions agreed between them in connection with the Project and the respective rights and obligations of the parties in respect of the same and also otherwise connected with the Subject Property as hereinafter contained.

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### SECTION-III # WITNESSETH:

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

## 4 AGREEMENT AND CONSIDERATION:

- 4.1 In the premises aforesaid, the Owner has agree to provide the Subject Property exclusively for the purpose of the Project and hereby grant to the Developer the exclusive rights and authority to develop or cause to be developed the Subject Property as Building Complex in Phases and Transfer the Transferable Areas as morefully contained hereinafter and administer the Common Purposes and do all further or other acts deeds and things in connection therewith and the Project and the Developer hereby agrees to accept the same at and for the mutual consideration and on the terms and conditions hereinafter contained.
- With effect from the date of execution hereof the Developer shall acquire and have 4.2 interest in the Project and the Subject Property and shall acquire and have the sole and exclusive rights, authorities and entitlements to (a) develop and construct or cause to be developed and constructed the Building Complex at the Subject Property or parts thereof; (b) Transfer the Transferable Areas and receive the proceeds thereof for retention in part and distribution to Owner in part as morefully contained hereinafter; (c) administer the entire Building Complex and all Transferable Areas therein and the Common Purposes; (d) the Developer's Allocation (e) the 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 or by virtue hereof; and the Owner shall be entitled to the Owner's Allocation respectively and all other properties benefits and rights hereby agreed to be granted to the Owner or to which the Owner is entitled hereunder or by virtue hereof; all on and subject to the terms and conditions hereinafter contained .:
- 4.3 Except in accordance with any specific terms and conditions mentioned elsewhere in this Agreement, this Agreement and/or any power/s of attorney and/or any supplementary agreement/s to be executed in pursuance hereof shall not be cancelled or revoked by the Owner under any circumstances.

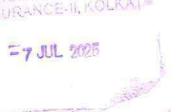
## 5 OBLIGATIONS OF OWNER:

- 5.1 ATTRIBUTES REQUIRED FOR SUBJECT PROPERTY: The Owner shall be responsible and liable to cause and ensure the availability of the Subject Property towards the Project in terms hereof. In connection with the Subject Property as a whole and each and every part thereof, the Owner shall be bound to comply with and meet the following criteria and requirements:
  - 5.1.1 Marketable Title: The Subject Property and each part thereof shall be absolute freehold property with good and marketable title of the Owner. The Owner shall make out and keep and maintain, at its costs, good marketable

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title to its respective portions of the Subject Property. Any objection or claim of any person due to any reason whatsoever shall be dealt with and settled and cleared by the Owner at its own costs.

- 5.1.2 Free from Encumbrances: The Subject Property and each part thereof shall be free of and from all kinds of Encumbrances. There shall be no restriction or prohibition under any laws for its Development and Transfer in any manner.
- 5.1.3 Mutation and nature of use: The Subject Property is already mutated in the name of the Owner in the records of the Baranagar Municipality and B.L. & L.R.O
- 5.1.4 Physical Possession: There is or shall be no claim of any other person as regards possession of the Subject Property or any part thereof.
- 5.1.5 Direct Access: The Owner shall cause and ensure that the Subject Property has and shall continue to have direct access from the abutting more than 12 meters wide public road named Jyotinagar Colony Road.
- 5.1.6 Fit for Development: the Owner shall cause and ensure that the Subject Property is fit for development of the Building Complex and Transfer of the Transferable Areas therein.
- 5.2 DEFECTS/DEFICIENCIES: 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 Owner within 30 days of the same arising.
- 5.3 ERRORS: In case records of the B.L. & L.R.O., Baranagar Municipality or any other Appropriate Authority contain any error, defect, discrepancy, omission, inconsistency or mis-description in numbering, mutation, area, nature, share etc. or require any correction or rectification or change, the Owner shall also cause the same to be corrected and rectified within 30 days from the date of execution hereof or within 30 days of the detection thereof.
- 5.4 DUES ON THE SUBJECT PROPERTY: The Owner shall pay and clear or cause to be paid and cleared upto date land revenue, property tax and any other dues or taxes, if any outstanding in respect of the Subject Property.
- 5.5 BOUNDARY WALL/FENCING: The Developer shall carry out any improvement on the existing boundary or fencing of the Subject Property and shall finally erect boundary wall/fencing or other demarcations as per its planning at the end of construction of the Building Complex.

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5.6 CLEARANCES: The Owner shall obtain any clearance required in respect of its ownership of the said Subject Property.

# 5.7 TIME AND COSTS AND EXPENSES FOR OBLIGATIONS OF OWNER: Unless otherwise expressly mentioned:-

- 5.7.1 The costs, charges, outgoings and expenses on any account whatsoever in respect of the several obligations of the Owner contained herein shall be borne and paid by the Owner exclusively and the Developer shall not be liable therefor.
- 5.7.2 The time for compliance of the several obligations of the Owner shall be within 90 days from the date of execution hereof or if the situation for the same arises later then within 30 days of the situation arising.

#### 5.8 TITLE DEEDS:

- 5.8.1 The Records of Rights evidencing raiyati ownership of the Owner and all upto date khajana receipts and municipal tax receipts shall be delivered by the Owner to the Developer.
- 5.8.2 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 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 its respective areas in the Building Complex and financial institutions providing finance to the Developer and buyers/transferees and other persons and authorities as may be required by the Developer.
- 5.8.3 The Developer may produce and/or deliver to Appropriate Authorities or financers providing loans or advances to the Developer pursuant to the rights and authorities of the Developer hereunder.

# 6 POSSESSION:

- 6.1 Simultaneously with the execution hereof, the Owner shall deliver vacant peaceful possession of the Subject Property to the Developer for the purpose of the Project.
- 7 DEMOLITION: The Developer shall be entitled from time to time to demolish all existing buildings and structures at the Subject Property as per its planning and requirement. The Developer may continue usage of the existing constructions or such parts thereof as may be required for its project office, storage, administration, security and other related purposes.

## 8 PLANNING:

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8.1 The planning and layout for the development of the Subject Property shall be done by the Developer and if necessary the Developer may cause modification of the sanctioned Building Plans therefor.

## 9 DEVELOPMENT IN PHASES:

- 9.1 The Developer shall be free to plan, commence and continue the construction and development of the Subject Property or any part thereof in such separate or overlapping phases as the Developer may deem fit and proper.
- 10 <u>SURVEY</u>, <u>SANCTION AND MODIFICATION OF BUILDING PLANS</u>: The Developer shall do and comply with the following:
- 10.1 SURVEY AND SOIL TESTING: The Developer shall at its own costs and expenses be entitled to carry out necessary survey and soil testing and other preparatory works in respect of the Subject Property.
- 10.2 BUILDING PLANS: The Owner has already caused the Building Plans to be sanctioned vide Building Permit No. SWS-OBPAS/2103/2024/0400 dated 30<sup>th</sup> January, 2025 from the Baranagar Municipality and the Developer shall cause the construction according to the same. However if the Developer desires to make any modification or alteration to the same or to cause new plans to be sanctioned in respect of whole or part of the areas sanctioned by the said Building Permit, the Developer shall be entitled to do so at its own costs and expenses and upon information to the Owner thereabout.
- 10.3 APPROVALS FOR DEVELOPMENT: Save those obtained by the Owner and provided to the Developer, the Developer shall in its own name or in the name of the Owner apply for and obtain all permissions, clearances, no objection certificates and other approvals required for carrying out the development at the Subject Property, including those required from Pollution Control Authority, Fire Service Authorities, Police Authorities, Municipal Authorities any other Statutory Authorities, at its own costs and expenses.

## 11 CONSTRUCTION OF THE BUILDING COMPLEX:

- 11.1 CONSTRUCTION: The Developer shall construct and build the New Buildings and other constructions and developments at the Subject Property and erect and install the Common Areas and Installations in accordance with the Planning of the Developer and upon due compliance of the Building Plans and laws affecting the same. The Developer shall have the sole and complete rights and obligations in respect of all aspects of development and construction including the construction, elevation, beautification, pathways, walkways, driveways, division or demarcation of the Subject Property into different portions by way of walls or fencing or any other means whatsoever, putting up of signages etc.
- 11.2 GOOD CONSTRUCTION: The Developer shall construct erect and carry out the development at the Subject Property in a good and workman like manner with good

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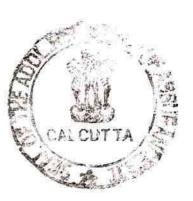
quality of materials and specifications as mentioned in the **THIRD SCHEDULE** hereto or equivalent substitutes thereof. The Developer shall construct and build the New Buildings in accordance with the Building Plans and do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules in force at the relevant time. The construction shall be done by the Developer in compliance of the legal requirements.

- 11.3 MANAGEMENT AND CONTROL: With effect from the date of execution of this Agreement, the Developer shall have exclusive and unobstructed right to administer the Building Complex Project and the Subject Property. The rights and authorities of the Developer shall include the following:
  - 11.3.1 The Developer shall be free to set up site office, put up the hoardings/boards, bring out brochures and commence the preparatory works for Transfer of the proposed Complex at the Developer's cost.
  - 11.3.2 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 Complex and thereafter on any portion of the developed Complex.
  - 11.3.3 The Developer shall obtain completion and structural engineering certificate from the Architect of the Complex and shall also obtain necessary Building Completion/Occupancy Certificate from the appropriate person or authority.
  - 11.3.4 The name of the Complex shall be such as the Developer may decide. The names of each building thereof shall also be decided by the Developer.
- 11.4 TEAM: The Architect for the Project and the entire team of people required for the execution of the Building Complex Project shall be such person as may be selected and appointed by the Developer in its sole discretion. All persons employed by the Developer for the purpose of construction such as architects, contractors, labourers, care-takers etc., shall be the persons under the appointment from and/or employees of the Developer and the Owner shall not in any way be liable or responsible for its salaries, wages, remuneration etc. or its acts in any manner whatsoever and shall have no responsibility towards the architect and/or contractors labourers caretaker etc. or for the compliance of the provisions of labour laws, payment of wages, payment of P.F., E.S.I. etc., maintenance of records of labourers etc. and all the responsibilities in this regard shall be of the Developer and the Owner shall be kept protected and harmless against any action, if taken against the Owner for non compliance or violation of the said requirements.
- 11.5 UTILITIES: The Developer shall be entitled to apply for and obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the proposed Complex, at its own cost.

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- 11.6 REAL ESTATE LAWS: The Developer shall comply with all necessary requirements under the Real Estate Laws and required to be complied with by a promoter constructing a building thereunder. The Owner shall co-operate and assist the Developer in respect thereof and shall also comply with all necessary requirements under the Real Estate Laws required to be complied with by a landowner and/or as and being the Owner hereunder.
- 11.7 INSURANCE: All insurance of the New Buildings construction except title insurance shall be the obligation of the Developer. Title Insurance shall be the obligation of the Owner for its respective portions.
- 11.8 COMMON AREAS AND INSTALLATIONS: The Developer shall identify the Common Areas and Installations in the Subject Property meant jointly or individually for all or any of the following:-
  - (i) Individual New Buildings and/or the Subject Property as a whole and/or different phases thereof;
  - (ii) Different types and category of Transferees and/or use of the Transferable Areas;
  - 11.8.2 The Developer shall provide for the availability of 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;
    - (ii) Electricity, drainage and sewerage and water connections with necessary constructions and equipments therefor;
    - (iii) Lifts/staircases/elevators wherever applicable in the New Buildings;
    - (iv) Any other area, installation or facility that the Developer may provide at the Subject Property.
  - 11.8.3 The Developer shall be entitled to:-
    - (i) Erect, install and/or operationalize the Common Areas and Installations in phases and gradually;
    - (ii) Allow or permit only provisional and/or partial use of any of the Common Areas and Installations until completion of the Development of the entire Subject Property or until such earlier time as the Developer may deem fit and proper;;
    - (iii) Change the location, dimension, capacity or any other physical or inbuilt specifications of any Common Areas and Installations in phases and from time to time to erect, install or shift any Portion into any new phase or other portions of the Subject Property;

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- (iv) Erect temporary or permanent boundary between the different phases and to remove the same at any time or upon the completion of the later phase as the Developer may deem fit and proper;
- Impose restrictions and conditions for the use of the Common Areas and Installations;
- (vi) Charge, demand, receive or realize any Extras or Deposits in connection with any Common Areas and Installations;
- (vii) Provide for separate entrances and other Common Areas and Installations for different groups of Transferees.
- 11.9 AREA: The carpet area, built-up area, unit area for CAM or any other area in respect of all the Units in the Project shall be such as be determined by the Developer.
- 11.10 AUTHORITY: The Owner hereby agree and confirm that the Developer shall have all the authority to carry out the planning and development of the Building Complex including the following:-
  - 11.10.1 To apply for and obtain all permissions, approvals and clearances from any Appropriate Authority for all or any of the purposes connected with the planning or development or Transfer of the Complex from the Government or any other person.
  - 11.10.2 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.
  - 11.10.3 To use its own name as the Developer in respect of the Complex.
  - 11.10.4 To supervise the construction work in respect of the 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.
  - 11.10.5 To represent the Owner before all Appropriate Authorities and Government and also all electricity, water, drainage, sewerage, technology driven and other service providers.
  - 11.10.6 To pay various fees, costs and charges to the 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

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its own name or in the name of the Owner or in the joint names, as may be required.

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

#### 12 TIME & COSTS FOR CONSTRUCTION:

- 12.1 TIME: Subject to Force Majeure and the Owner not being in default in compliance of its obligations hereunder and there being no lack of Assured Attributes, the Developer shall carry out Completion of Construction as follows:
  - (a) The Completion of Construction of the Building Complex shall be done within 36 (Thirty Six) months from the grant of registration under the Real Estate Laws and any other clearances and certificates by the Appropriate Authorities to commence and carry out the development of the Building Complex and there shall be an additional extended period of 6 (six) months in respect thereof.
- elsewhere herein, all costs and expenses for modification or alteration or sanctioning of new plans (if any), all costs of construction and development of the Subject Property and the activities mentioned above shall be borne and paid by the Developer. However, in case upon sanction of Building Plans any additional area is thereafter possible to be constructed on the same area as covered by such Building Plans and the Developer decides to avail such possibility, the costs and expenses in respect of sanction and construction for such additional area shall be borne and paid by the Owner and the Developer in the Agreed Ratio.
- COMPLETION OF CONSTRUCTION: For the purpose of "Completion" the construction of any New Building shall be deemed to have been completed on the Developer causing to be constructed the same internally as per the agreed specifications together with ingress and egress therefrom by staircase and lift and together with availability of temporary or permanent water, electricity and drainage connections (if and to the extent applicable for such constructed area) and the issuance of Occupancy Certificate (including partial occupancy certificate) of the Architect.
- POST CC WORKS: Nothing contained herein shall affect the obligations of the Developer to obtain the Completion Certificate if issued by the plan sanctioning authority and also carry out building elevation works, decoration and beautification works, landscaping works, pavements, permanent water connection

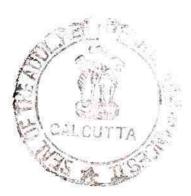
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(municipal/borewell) and/or sewerage connection and all other clearances and certificates under applicable laws required to be obtained upon issuance of such Completion Certificate in respect of the Building Complex which all shall, unless carried out earlier, be done by the Developer within a period of not exceeding 12 months after Completion of Construction of the entire Building Complex.

15 INSPECTION BY OWNER: The Owner's Named Representatives and its authorized representatives shall have at all times upon prior intimation to the Developer, the right and liberty to inspect the construction work at the Subject Property by following all safety protocols of the Developer and without however interfering with such works of construction.

## 16 TRANSFER:

- 16.1 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 shares in the land attributable to the concerned Transferable Areas shall be Transferred or agreed to be Transferred by the Owner in the manner hereinafter provided and the constructed areas and all other rights, title or interest shall be Transferred or agreed to be so done by the Developer and the Owner 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 Owner shall be the share of Distributable Realizations forming part of the Owner's Allocation.
- 16.2 MANNER OF TRANSFER: The parties agree to the following terms and conditions in respect of the Transfer:-
- 16.2.1 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.
- 16.2.2 Rate and Price for Transfer: The minimum rate per Square feet of carpet area of Units in the Building Complex shall be @Rs.8900/- per Square feet of the carpet area. All future transfers shall adhere to the aforesaid minimum rates for which the Developer shall not be required to take prior approval of the Owner. However for Transfers below the said minimum rates, the Developer shall be required to take prior written consent of the Owner's Named Representatives, which shall not be unreasonably withheld.
- 16.2.3 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

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shall be done by the Developer using its own name and brand and those of the marketing agents and other connected persons. All publicity materials and branding shall bear the name and logo of the Developer.

- 16.2.4 Marketing Agents: The Developer shall 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.
- 16.2.5 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.
- 16.2.6 Discounts and Schemes: In case Transfers are slow or the rates made applicable are not found acceptable in the market, then the Developer shall be entitled to give such discounts and employ such schemes as would be conducive to transfers of the Transferable Areas upon intimation to the Owner.
- 16.2.7 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 Owner and the Developer. The Developer shall be at liberty to sign the concerned agreements and deeds on behalf of the Owner pursuant to the power of attorney to be conferred to it hereunder or in pursuance hereof.
- 16.2.8 Possession to Transferees: The Developer shall deliver possession of the Transferable Areas directly to the Transferees thereof
- **16.3 ADVOCATES:** All documents of transfer or otherwise shall be such as be drafted by advocates appointed by the Developer.
- MARKETING AND ADVERTISEMENT COSTS: All costs and expenses related marketing and publicity, brokerage, commission and like other amounts relating to Transfers shall be paid by the Developer in the first instance. The Owner agree to pay to the Developer towards its respective share of the Marketing and Publicity Costs, a sum equivalent to 6% (Six Percent) of value of Owner's Allocation. From the Owner's Realization Share, 6% thereof plus applicable taxes towards such costs shall be adjusted and if any unsold area is allocated or retained by the Owner, the concerned Owner's shall be liable to pay the said cost as per the market value of such area.
- 16.5 INTEREST ETC., TO TRANSFEREES ETC.: If any liability, interest, damage or compensation payable to any Transferee or other person relating to the Building Complex, otherwise than due to delay or default on the part of the Developer or the Owner in compliance of its respective obligations towards them in accordance with the agreements to be entered with the Transferees, the same shall be payable by the parties in the Agreed Ratio. Any such liability, interest, damage or compensation

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payable to any Transferee or other person relating to the Building Complex arising due to default of any of the Owner shall be borne and paid by the concerned Owner and those arising due to default of the Developer shall be borne and paid by the Developer.

- 16.6 LOANS BY TRANSFEREES: The Transferees shall be entitled to take housing loans for the purpose of acquiring specific Units and Transferable Areas launched from banks, institutions and entities granting such loans. The Owner and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents etc. as be required in this regard by such banks, institutions and entities Provided That there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Project/Subject Property except the flat and appurtenances under sale or Transfer and save those occasioned due to cancellation of the agreement with the Transferee and to the extent to be mentioned in the agreement for sale to be entered with them. The liability arising out of any such cancellation shall be to the account of the party which is in default.
- FINANCE AND MORTGAGE: The Developer may obtain loans and finance for 17 development of the Subject Property from any Banks and/or the Financial Institutions and/or Non-Banking Financial Companies and/or Recognized Foreign Direct Investors by mortgaging and charging the Developer's Allocation including the land of the Subject Property without however creating any financial obligation upon the Owner and without creating any charge or lien on the Owner's Realization Share. The Owner agrees from time to time to provide consents, confirmation and no objections or other documents as may be required for such mortgage or charge to be created by the Developer and also agree to sign necessary loan and other agreements and power of attorney with the bankers or financers in connection with the above. The Developer shall make any loan agreement with any financers by disclosing the Development Agreement and its terms and conditions. In any event, in default of making repayment of any loan or advance, the Developer shall ensure that the Owner Realization Share or any part thereof shall be protected and shall not be included within the recovery procedure or measures of the financers.

## 18 SECURITY DEPOSIT:

- 18.1 The Developer shall deposit with the Owner a sum of Rs.11,00,000/- (Rupees Eleven Lakhs) only as and by way of refundable/adjustable Security Deposit (hereinafter referred to as "Security Deposit") and payable at or before the execution hereof.
- 18.2 REFUND OF SECURITY DEPOSIT: Except if payable on account of default of the Owner, the said Security Deposit shall be interest free. The said Security Deposit shall be refundable by the Owner to the Developer by adjustment out of the share of the Owner in the Distributable Realizations as also morefully contained hereinafter.
- 19 REALIZATIONS, EXTRAS AND DEPOSITS AND DISTRIBUTION:

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- 19.1 The Owner shall be entitled to 26% (twenty six percent) of the Distributable Realizations AND the Developer shall solely and exclusively be entitled to entirety of the remaining Gross Collections including (a) 74 % (seventy four percent) of the Distributable Realizations and (b) the entirety of all Extras and Deposits.
- 19.2 MODUS OF DISTRIBUTION: The Developer shall be entitled to receive the entire Gross Collections on any account receivable from the Transferees and other persons in respect of the Project.

#### 19.3 PAYMENT TO OWNER:

- 19.3.1 The Developer shall from the distributable portion of the amounts remaining after keeping portions in escrow accounts under the Real Estate Laws or other applicable laws, pay to the Owner, the Owner's Share of Distributable Realizations from such distributable portion. Such payment shall be made by the Developer on a monthly cumulative balance basis after making deduction/adjustments on account of Security Deposit, Publicity and Marketing Costs, share of Owner in refunds to Transferees, Pass Through Charges (if payable by Owner), TDS under Income Tax laws etc., as applicable and any other dues of the concerned Owner at the material time. It is clarified that the payments to the Owner shall be remitted to Bank account wherever provided by the Owner.
- 19.3.2 In case of any error or omission or increase/decrease due to any reasons in payments made to Owner in respect of amounts under clause 19.3.1 hereto, the same shall be adjusted in the next one or more monthly payments after detection.
- 19.4 DEVELOPER'S PART: Except as paid to the Owner, the entirety of the Gross Collections shall belong to and be appropriated by the Developer to its own benefit and advantage.
- 19.5 EXTRAS & DEPOSITS: The Developer shall be entitled to the entirety of the Extras and Deposits receivable from the Transferees. The Developer shall be free to add or alter the particulars of Extras and Deposits as mentioned in the said Fourth Schedule. In case any unsold areas are retained/separately allocated for the Owner, the concerned Owner shall be liable to pay to the Developer the Extras and Deposits in respect of such areas and payments of the same shall be made at least 15 days prior to the concerned Owner taking possession of its respective areas.
- 19.6 ACKNOWLEDGMENTS: The Developer shall be and is hereby authorized to issue receipts on behalf of itself and the Owner for the amounts so received which shall fully bind both the Owner and the Developer.
- 19.7 ACCOUNTS AND REPORTS: The Developer shall maintain proper separate accounts pertaining to all the transactions relating to Transfer received by the Developer. The Developer shall send to the Owner's Named Representatives quarterly account statements in respect of debits and credits of amounts pertaining to Transfer of Transferable Areas (including retention amounts in escrow account

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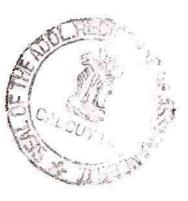
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- and adjustments thereof as contemplated above) and of all amounts adjusted giving particulars thereof.
- 19.8 ERRORS AND OMMISSIONS: All payments made by the parties to each other shall be subject to any errors or omissions and the consequent accounting and settlement after detection.
- 19.9 CONSEQUENCES OF CANCELLATION: In case due to cancellation of any booking or agreements/contracts or any other reason, any part of the Distributable Realizations becomes refundable or payable to any Transferee, the Owner and the Developer shall be liable to refund and pay the same to the extent received by them respectively and the Developer shall be entitled to adjust the share of the Owner from its next round of payments. If any interest or compensation is payable to any Transferee otherwise than due to default of the Owner or the Developer, the Owner and the Developer shall bear and pay the same in the Agreed Ratio and the share of the Owner in the same shall also be adjusted by the Developer as aforesaid.
- shall be kept at the place of business of the Developer at its office and the Developer shall not change the same without giving advance 15 days notice to the Owner in respect of the new place so fixed by the Developer. The Owner's Named Representative shall if so required have upon giving a prior 72 hours notice to the Developer be provided access and liberty to inspect such separate accounts of the Developer relating to transactions for Transfer of the Building Complex. 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 its respective books of accounts in respect of its respective shares arising from the Transfer of the Building Complex.
- 19.11 FINAL ACCOUNTS: After fulfillment of this Agreement or at such time as the parties mutually agree, the final accounts pertaining to the entire period of continuance of this Agreement or any phase thereof shall be made and finalized by the parties.
- 19.12 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.
- 19.13 FINALITY OF MODUS OF DISTRIBUTION: The modus of distribution mentioned above shall not be challenged or disputed by the Owner or the Developer without the prior mutual written consent of the parties.
- 19.14 TDS: The Developer shall discharge statutory compliances in respect of Tax Deducted at Source (TDS) under the Income Tax Act and any other statutory compliance in respect of Transfer of any Transferable Areas and shall out of any

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payments to the Owner of the Owner's Share of Distributable Realizations deduct TDS as per law.

## 20 SEPARATE ALLOCATIONS UNDER SPECIAL CIRCUMSTANCES:

- 20.1 In case upon expiry of 180 (one hundred eighty) days from the date of completion of construction of the Building Complex there be or remain unsold Transferable Areas or in case at any time hereafter the parties by mutual consent agree to divide and allocate separate areas in the Building Complex, then the following allocations and terms and conditions shall apply:-
  - 20.1.1 The Owner and the Developer would be allocated and be entitled to identified units or portions of the Transferable Areas remaining unsold as per the Agreed Ratio.
  - 20.1.2 The location of the respective identified areas of the parties shall be identified on pari passu basis and the areas so identified for the Owner shall belong to the Owner together with the appurtenant share in the land comprised in the Subject Property and in the 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 in the Common Areas and Installations. The Owner shall convey the undivided share appurtenant to the identified areas of the Developer's Allocation to the Developer and/or its nominee or nominees at any time and from time to time and in exchange the Developer shall convey the constructed areas forming part of the Owner's Allocation to the respective Owner and/or its respective nominee or nominees at any time and from time to time.
  - 20.1.3 All other areas agreed to be transferred or transferred prior to separate identification shall continue to be transferred jointly by the Owner and the Developer on the terms and conditions mentioned in this Agreement.
  - 20.1.4 In case, while demarcating and identifying the respective allocations of the parties as aforesaid, it is found that the areas in any of the Transferable Areas cannot be allocated exactly, then the party receiving less area shall be paid by the party receiving more area a mutually agreed monetary compensation therefor based on valuation thereof.
  - 20.1.5 The Developer shall construct and deliver the identified separate Owner's Allocation to the Owner and/or its nominees and retain the Developer's Allocation for its own use or the use of its Transferees thereof.
  - 20.1.6 The Owner and the Developer shall be entitled to deal with and dispose of its respective separately Identified allocation to such persons and at such price/consideration as they may respectively deem fit and proper Provided However That:-

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- (i) The Developer shall communicate the date of launch of a particular phase/part of the Complex to the Owner in writing, if not already launched by then, and until such communication the Owner shall not deal with, transfer or enter upon any negotiations in connection with such phase/part of the Complex;
- (ii) The Owner shall not execute and register the sale deeds and other instruments in respect of completion of sale or transfer in respect of any New Building, till such time the Developer has not commenced execution and registration of sale deeds for such New Building;
- (iii) Any transfer by any party shall be at its own respective risks and consequences;
- (iv) The Owner shall not be entitled to sell and transfer the Owner's Allocation at prices less than those offered by the Developer in respect of the Developer's Allocation at the material time subject to a leverage/variation of 2 % without the prior written consent of the Developer.
- (v) The parties shall appoint one or more common marketing agents to be decided by the parties mutually.
- 20.1.7 Notice of completion of the Owner's Allocation: The delivery of the separately identified Owner's Allocation shall be intimated by the Developer to the Owner by way of 15 days notice, in writing.

#### 21 PASS THROUGH CHARGES & TDS ETC.:

- 21.1 The Owner and the Developer shall respectively discharge statutory compliances in respect of TDS or Income Tax related compliances as well as Goods and Service Tax in respect of its respective rights, benefits and obligations under or arising out of this agreement. As for the Transferable Areas other than the those separately allocated to the parties, the Developer shall be solely responsible for the compliances of collection and deposit of Goods and Service Tax. If however, the Owner is required to pay the same in law, the Owner shall comply with the same.
- 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 Owner shall also be liable to pay the Pass Through Charges on its areas and/or shares of the areas not Transferred as on the date of Completion Certificate or any other date as per the laws for the time being in force and also if applicable on its share or portion of the areas not Transferred.

## 23 COMMON PURPOSES AND MAINTENANCE IN-CHARGE:

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23.1 COMMON PURPOSES: The Owner and the Developer and all Transferees of its respective allocations 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 consultation with the Owner. Furthermore, while dealing with and/or entering into any agreements and other documents of transfer of its respective allocations or any part thereof, the Owner and the Developer shall respectively necessarily incorporate all rules, regulations restrictions and conditions framed by the Developer in consultation with the Owner as aforesaid.

#### 23.2 MAINTENANCE IN-CHARGE:

- 23.2.1 The Developer shall upon completion of the proposed development at the Subject Property form one or more Association (which may be a Society or Company or Association or Co-operative Society as may be deemed proper and expedient) for the Common Purposes and till such time as the Association is formed the Developer or its nominee shall be in charge for the Common Purposes.
- 23.2.2 Until formation of the Association and handover of the charge of the Common Purposes or any aspect thereof to the Association, the Developer shall be free to appoint different agencies or organizations for any activities relating to Common Purposes at such consideration and on such terms and conditions as the Developer may deem fit and proper in consultation with the Owner's Named Representatives. All charges of such agencies and organizations shall be part of the Common Expenses.
- 23.2.3 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.

## 24 COVENANTS BY THE OWNER:

- 24.1 The Owner doth hereby covenant with the Developer as follows:-
  - 24.1.1 That the Owner hereby covenant that each and every representation made by the Owner hereinabove are all true and correct and agree and covenant to perform each and every representation and covenant and the failure in such performance or detection of any representation as false (partially or wholly) or incorrect or misleading shall amount to breach and default of the terms and conditions of this Agreement by the Owner and all consequences in respect thereof shall be for and to the account of and borne and paid by the Owner.
  - 24.1.2 That with effect from the date of execution hereof, the Owner shall neither deal with, transfer, let out or create any Encumbrance in respect of the

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- Subject Property or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.
- 24.1.3 That the Owner shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Developer.
- 24.1.4 That the Owner shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.
- 24.1.5 That the Owner shall not cause any interference or hindrance in the sanction/modification/alteration of Building Plans in terms hereof, construction and development at the Subject Property by the Developer and/or Transfer of the Transferable Areas and not to do any act deed or thing whereby any right of the Developer hereunder may be affected.
- 24.1.6 That for all or any of the purposes contained in this Agreement, the Owner shall render all assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time.
- **24.1.7** That all obligations of the Owner hereto shall be complied with by all of them and failure of any one of them shall be failure of all the Owner.
- 24.1.8 That the Owner shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement and shall not allow any differences between the Owner *inter-se* or with the said Land Owner to affect or disturb the Project in any manner and shall keep the Developer and all persons deriving right from the Developer fully saved harmless and indemnified from and against all losses, damages, costs, claims, demands, actions or proceeding that may be suffered or incurred by them or any of them in this regard.
- 24.1.9 Authority of Owner's Named Representatives: Only the Owner's Named Representatives shall be and is hereby authorized by the respective Owner to deal with the Developer in all matters involving the Project. The acts of the Owner's Named Representatives in all matters referred to herein shall bind the Owner, except that no notice of termination or revocation of this Agreement or the Power of Attorney can be issued by the Owner's Named Representatives. The named representatives of the Owner can only be changed by the Owner and shall be effective upon being communicated to the Developer in writing.

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- **24.1.10** The Owner will bear and pay any tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force on the Owner's Allocation.
- 24.2 COVENANTS BY THE DEVELOPER: The Developer doth hereby covenant with the Owner as follows:-
  - **24.2.1** That each and every representation made by the Developer hereinabove are all true and correct and agrees and covenants to perform each and every representation.
  - 24.2.2 That the Developer doth hereby agree and covenant with the Owner not to do any act deed or thing whereby any right or obligation of the Owner hereunder may be affected or the Owner is prevented from making or proceeding with the compliance of the obligations of the Owner hereunder.
  - 24.2.3 That the Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and shall not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.
  - 24.2.4 That the Developer 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 Owner's Named Representatives.
- 25 FORCE MAJEURE: Notwithstanding anything elsewhere to the contrary contained in this Agreement, the parties hereto shall not be considered to be in default in performance of the obligations or be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the force majeure and time for performance shall remain suspended during the duration of the force majeure.

#### 26 POWER OF ATTORNEY:

26.1 The Owner shall simultaneously with the execution of these presents and from time to time hereafter execute and/or register one or more Powers of Attorney in favour of the Developer and/or the Developer's nominated persons being namely Mr. Saket Khaitan and/or Mr. Shashi Kant Khetan or such other person as may be nominated from time to time granting all necessary powers and authorities to effectuate and implement this Agreement (including for preparation and sanction of Building Plans, construction and development of the Subject Property, sale or otherwise transfer of the Transferable Areas and all share right title and interest of the Owner in the Project) and also otherwise under this Agreement and agree not to revoke or cancel the same during the subsistence of this Agreement.

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- 26.2 If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned herein, the Owner shall grant the same to the Developer and/or its nominees at the latter's costs and expenses and agree not to revoke the same also during the subsistence of this Agreement.
- AUTHORITY AND ADDITIONAL POWERS: It is understood that to facilitate the Project, various acts deeds matters and things not herein specified may be required to be done by the Developer for which the Developer may need the authority of the Owner for making or signing of various applications and other documents relating to which specific provisions may not have been mentioned herein. The Owner hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owner shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owner also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.
- 26.4 The said power or powers of attorney to be so granted by the Owner to the Developer and/or its nominee/s shall form an integral part of this Agreement and the Owner shall not be entitled to revoke, modify or alter the same without the prior written consent of the Developer.

#### 27 OTHERS:

- 27.1 PROPERTY TAXES AND OUTGOINGS: Till the date of the commencement of construction at the Subject Property comprised in any phase, all taxes and outgoings (including arrears) on account of municipal tax, land tax and other outgoings shall be borne and paid by the Owner and those arising for the period thereafter and until completion of such construction shall be borne and paid by the parties hereto in the Agreed Ratio Provided That upon construction of any phase of Development at the Subject Property, all taxes and outgoings shall be borne paid and discharged by the Transferees and for non alienated areas by the parties hereto in the Agreed Ratio.
- 27.2 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 15 days of the concerned party raising its demand in respect thereof and failure to pay shall attract interest @ 15% per annum thereon.
- 27.3 FINAL DECISION IN RESPECT OF MATTERS TO BE CONSULTED:
  Except as specifically provided in this Agreement to the contrary, in all those
  matters agreed to be decided or carried out by the Developer in consultation with
  the Owner or Owner's Named Representatives, if there is any dispute or lack of
  consensus on any point or issue, the decision of the Developer on such point or issue
  shall be final and binding on the Owner.

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- 27.4 CONTROL AND MANAGEMENT: The authorized signatories named above of the different entities comprising the Owner (and its successors and/or heirs) is and shall continue to be in the control and management of such entities during the subsistence of this Agreement without the prior written consent of the Developer.
- 27.5 INDEMNITY BY OWNER: At all times hereafter the Owner 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 Owner 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 Owner.
- 27.6 INDEMNITY BY DEVELOPER: At all times hereafter the Developer hereto shall indemnify and agree to keep the Owner, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Owner 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.
- 27.7 NO PARTNERSHIP OR AOP: The Owner 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 (AOP).
- 27.8 NOT A PRESENT TRANSFER: Nothing in this Agreement is intended to or shall be construed as a transfer of possession of the Subject Property at present in favour of the Developer.
- 27.9 DEATH OR INCAPACITY: Notwithstanding any subsequent death or incapacity etc., of any individual constituent of the Owner, 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 deceased constituent of the Owner as if they were parties hereto and/or to the said powers. The Developer shall be entitled to represent the heirs, executors, administrators, legal representatives of and/or the estate of the deceased with complete continuity without any obstruction, impediment, objection, claim or interference whatsoever or howsoever.
- 27.10 MERGER/DEMERGER: It is further expressly clarified that notwithstanding any conversion, amalgamation, liquidation, dissolution, insolvency etc., of any of the Owner and/or 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

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- automatically bind all the successors or successors-in-interest and successors-in-office of the parties.
- **27.11 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 any occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.
- 27.12 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.
- 27.13 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 any invalid or unenforceable provision with a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.
- **27.14 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 Owner (through the Owner's Named Representatives) and the Developer.
- 27.15 EXECUTION IN DUPLICATE: This Agreement is being executed in triplicate, one copy each whereof shall be retained by the Owner and the Developer and each copy whereof shall be deemed to be the original.

# 28 <u>DEFAULTS AND CONSEQUENCES:</u>

28.1 DEFAULTS OF OWNER: In case the Owner fail and/or neglect to make out a marketable title to the Subject Property or any part thereof or in case the Owner fail to comply with any of its obligations mentioned in this Agreement in the manner or within the period stipulated therefor, the Developer shall give a notice, in writing, to the Owner giving time of 60 days to remedy the default or breach and in case the Owner fail to remedy the same within such 60 days, the Owner shall be liable to pay interest @ 15% per annum on all amounts for the time being paid or incurred by the Developer on the Project for the period of delay and without affecting the obligation to pay interest as above, the Developer shall be entitled to take any one or more of the following recourses in any priority or order as the Developer shall deem fit and proper:-

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- 28.1.1 To itself try and attempt the compliance of the obligation under default, at the cost and expense of the Owner and by paying such amounts and in such manner and on such terms and conditions as the Developer may deem fit and proper and without being liable to the Owner for the result of such attempt.
- 28.1.2 To exclude the portion or portions as may be the subject matter of such default from being part of the Subject Property and to continue the Project in the balance portion. In case of any such exclusion, the Subject Property shall be varied accordingly.
- 28.1.3 To sue the Owner for specific performance of the contract and/or damages.
- 28.1.4 To cancel the contract envisaged herein and in such event the consequences of Cancellation as envisaged in Clause 28.3 shall be followed.
- 28.2 EFFECTS OF THE DEVELOPER CARRYING OUT THE OBLIGATIONS OF THE OWNER: In case the Developer attempting the compliance of the obligation of the Owner under default, the amounts, costs and expenses paid or incurred by the Developer together with 15% thereof (as pre-determined compensation) shall be the liability of the Owner exclusively and the Developer shall have a lien on the Owner's Allocation for such amount. The amount and interest shall unless paid by the Owner be adjustable firstly out of the share of Distributable Realizations receivable by the Owner and any residue shall be adjustable against the Separately Allocable Areas of the Owner.
- 28.3 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:
  - 28.3.1 Any cancellation affecting part of the Subject Property shall not affect the continuance of this Agreement in respect of the remaining parts of the Subject Property.
  - 28.3.2 Any Realization received by either party from the Transferees and required to be refunded owing to cancellation, shall be refunded by the recipient parties respectively and they each shall respectively be liable for any other claims of the Transferees.
  - 28.3.3 The Security Deposit and all other amounts on any account paid or incurred by the Developer on the Subject Property including on its purchase, planning or development or otherwise together with all interest, compensation and damages payable by the Owner, shall immediately and in any event within 15 days of being demanded by the Developer, become refundable by the Owner to the Developer.
  - **28.3.4** Nothing contained in the last preceding sub-clauses shall affect the other rights and remedies of the Developer.

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ADDITIONAL REGISTRAR OF ASSURANCE-II, KOLKATA

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- 28.4 DEFAULTS BY THE DEVELOPER: In case the Owner complies with and/or is ready and willing to carry out its obligations as stated herein and the Developer fails and/or neglects to construct the Building Complex within the stipulated period, the Developer shall be allowed a grace period of any phase within the stipulated period and grace period in respect thereof and in which case the Developer shall pay to the Owner a sum of Rs.25000/- per month as pre-determined compensation Provided That in case the delay extends beyond 6 months from the stipulated date and grace period, then the Owner will be entitled to sue the Developer for specific performance of the contract and/or damages.
- 28.5 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.
- 28.6 CHOICE OF REMEDIES: It is clarified that the exercise of any one or more remedy by any party shall not be or constitute a bar for the exercise of any other remedy by the concerned party at any time. Furthermore, the liability of the Owner to pay interest at the rate and in terms of the other clauses of this Agreement shall continue for the entire duration until payment/repayment of the entire dues irrespective of the exercise of the other remedies by the Developer and without affecting the other liabilities of the Developer hereunder.

## 29 ACQUISITION AND REQUISITION:

- 29.1 Except as contained in Clause 29.3 hereto, in case the Subject Property and/or any portion thereof is acquired or is requisitioned by the Government or any other Body or Authority hereafter but before the completion of Project Development or the phase on such affected portion and issuance of Completion Certificate thereof by the Architect in respect thereof, then in that event the parties shall contest and challenge such acquisition. If however, acquisition or requisition becomes inevitable, then the parties shall have the following options:-
  - (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 accordingly 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 28.3 shall apply.
- 29.2 The Developer shall have a lien and first charge on the amount awarded in respect of such acquisition or requisition towards amounts receivable or recoverable by the Developer in either of the eventualities contemplated in Clause 29.1 above.
- 29.3 ACQUISITION AND REQUISITION AFTER COMPLETION OF PROJECT DEVELOPMENT IN ANY PHASE: In case the Subject Property or any part

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thereof is acquired or requisitioned after completion of the Project Development in respect thereof or the Phase on the affected portion, then in that event the respective Transferees and allottee parties shall directly contest the acquisition or requisition proceeding and any compensation in respect of the respective areas shall belong to them respectively and otherwise proportionately.

- NOTICES: All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of despatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered speed post without the same being served. Notice to the Owner's Named Representatives shall always be deemed to be a sufficient notice to all the Owner herein. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid.
- ARBITRATION: All disputes and 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:
  - **31.1.1** The Arbitration Tribunal shall have summary powers and will be entitled to lay down its own procedure.
  - 31.1.2 The Arbitration Tribunal will be at liberty to give interim orders and/or directions.
  - **31.1.3** The parties agree to abide by all its directions and/or awards and not to challenge the same in any manner whatsoever or howsoever.
- JURISDICTION: Only the Courts within the Ordinary Original Civil 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.

#### SECTION-IV # SCHEDULES

## THE FIRST SCHEDULE ABOVE REFERRED TO:

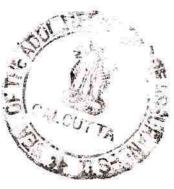
## (SUBJECT PROPERTY)

All That piece and parcel of land containing an area of 101.34 satak or 1.0134 acre or 61 Cottahs 5 Chittacks more or less situate, lying at and being municipal

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Premises No. 126, B.T Road, Kolkata - 700108, Holding No. 539, within ward No. 14 of the Baranagar Municipality, comprised in R.S. Dag No. 495 recorded in R.S. Khatian No. 1362 in Mouza Bonhooghly, J. L. No. 6, Police Station – Baranagar in the District of North 24 Parganas and shown in the plan annexed hereto duly bordered thereon in "RED" and butted and bounded as follows:-

On the North:

12 metre wide Jyotinagar Colony Road;

On the South:

Premises No. 127 B.T. Road being Saket Nagar

Ph 1:

On the East:

7.1 metre wide private road of Premises 127

B.T. Road; and

On the West:

Premises No. 125 B.T. Road.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated measured butted bounded called known numbered assessed described or distinguished. BE IT MENTIONED that the area of the several residential dwelling rooms with cemented flooring on the Subject Property is 5000 Square Feet more or less all of which are more than 50 years old and there is no provision for lift in the structures erected at the Subject Property.

#### THE SECOND SCHEDULE ABOVE REFERRED TO:

## (TENTATIVE COMMON AREAS AND INSTALLATIONS)

- 1.1. Common Areas & Installations at any Building:
- 1.1 Concealed electrical wiring and fittings and fixtures for lighting the staircase, the common areas, the lobby and the landings and for operating the installation of two lifts at the Building.
- 1.2 Electrical installations with main switch and meter and space required therefore in the Building.
- 1.3 Bore well/ Tube well (as the case may be) water pump overhead tanks and underground water reservoirs and spaces required thereto with water distribution pipes from such Overhead water tank connecting to the different Units of the Building and Space for Water pump and motor room therefor.
- 1.4 Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.
- 1.5 Common corridors, lobbies, stairs, stairways landings entrances exits and pathways within each New Building.
- 1.6 Windows, doors, grills and other fittings in the common area.
- 1.7 Lifts, Lift wells spaces required therefor.
- 1.8 Portion of Roof as may be identified by the Developer as Common Roof of the Building subject to such exceptions and reservations as may be decided by the Developer at its sole discretion

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ADDITIONAL REGISTRAR OF ASSURANCESI, KOLKATA =7 JUL 2025

- 1.9 Gate Goomty.
- 1.10 Such other common parts areas and any covered and open space in or about Building as may be provided by the Developer.

## SECTION-II COMMON AREAS IN THE PROJECT

- 1.2. Common Areas & Installations at the Project:
- 2.1 Driveways, pathway pavements and landscape green at the Subject Property except those reserved by the Developer for exclusive use.
- 2.2 Space for transformer and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
- '2.3 Water Treatment Plant, if provided
- 2.4 Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Buildings.
- 2.5 Main Gates of the Project for entrances and exits, Boundary Walls.
- 2.6 Water waste and sewerage evacuation pipes and drains from the several buildings to the municipal drains (if any).
- 2.7 Space for Generator installations and its allied accessories room.
- 2.8 Boundary walls of the Properties including outer side of the walls of the Project Land and main gates.
- 2.9 Such other common parts areas and any covered and open space in or about Subject Property and for the Project as a whole as may be provided by the Developer.

#### THE THIRD SCHEDULE ABOVE REFERRED TO:

#### **SPECIFICATIONS**

## THE FOURTH SCHEDULE ABOVE REFERRED TO:

## EXTRAS AND DEPOSITS

#### EXTRAS shall include:

- 1.1 Any type of taxes like good 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).
- 1.2 Prime Location Charges or Floor Rise Escalation or other addons if charged from the Transferees
- 1.3 Any EDC/IDC charges payable to any government authority or any local body etc.

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- 1.4 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.
- 1.5 All costs, charges and expenses on account of Club Facility to be constructed and provided at the Project
- 1.6 All costs, charges and expenses on account of bringing water lines/connections and all the amounts payable to the provider thereof.
- 1.7 Security or any other deposit (including minimum deposits or any deposit by any name called) and all amounts or increases thereof payable to the electricity service provider for electricity water and any other connection or service at the Complex.
- 1.8 All costs, charges and expenses on account of one or more generators and like other power-backup equipment and all its accessories (including cables, panels and the like) for the Complex.
- 1.9 External pipelines, sewerage treatment plants etc.
- 1.10 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 its Transfer or construction partially or wholly, as the case may be.
- 1.11 Cost of formation of Association/service maintenance company/society.
- 1.12 Intercom, CCTV or any other chargeable facility as may be decided by the Developer.
- 1.13 If it is decided by the Developer to furnish the Transferable Areas then the cost of such furnishing.
- DEPOSITS (which shall be interest free) shall include Deposit on account of
  maintenance charges, electricity, water, other facilities, common expenses,
  rates and taxes, sinking fund etc.

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=7 JUL 2025

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

## SIGNED SEALED AND DELIVERED

by the withinnamed **OWNER** at Kolkata in the presence of:

1. Anil kr Choudhany S/O Late Gane Sh Marayan Choudhang 89/324 Berngus Park (Rishra) Pin Gode 7/2248

2. Gopal sarkar

Soi Dhireh Sazkar

8. molt Lave 401-13

SHREYASHI TRADECOM PVT. LTD.

Sans Choudhany
Director

SIGNED SEALED AND DELIVERED

by the withinnamed **DEVELOPER** at Kolkata in the presence of:

1. Anil Kr Chordhany

2. Gropal Surkar

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LOOKLIKE HOMES PVT. LTD

V Adorgle Dentstork Clark.
Director

Tose + Syci Tushit Kumar Banerjee Advocate Barasat Judges Court Enrolment No. WB-794/98

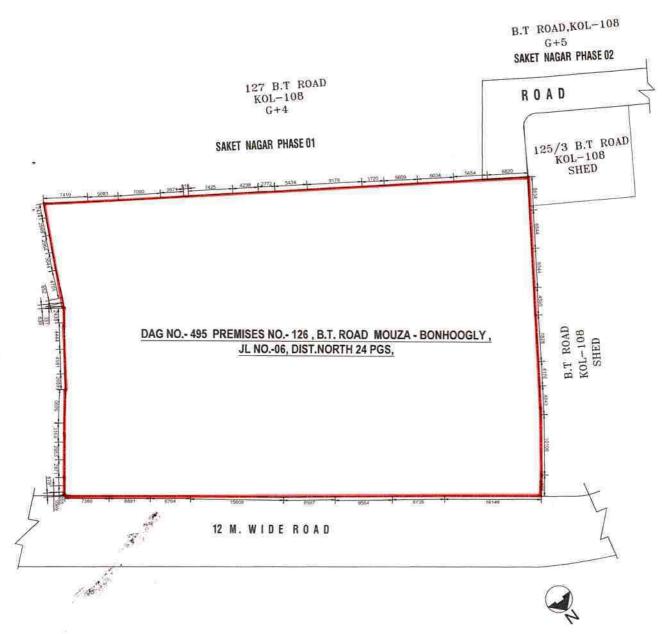
ADDITIONAL BEGINNESS.

OF ASSESSED 1-1 SCILEATS.

= 7 JUL 2025

EXISTING SITE PLAN AT PREMISES NO.-126 B.T. ROAD , KOLKATA-700108, MOUZA - BONHOOGHLY, J.L. NO. -6 , DAG NO-495, KHATIAN NO.-1362, P.S. - BARANAGAR, TOUZI NO.-3057, DIST- 24 PGS(N) , HOLDING NO. -539 , WARD NO.- 14 , UNDER BARANAGAR MUNICIPALITY

Land Area: 61 KATHA 5 CHATAK



Land Area: 101.34 SATAK OR 1.0134 ACRE OR => 61 KATHA 5 CHATAK

SHREYASHI TRADECOM PVT. LTD.

Sara, Chandhany

Director

(SIGNARURE OF LAND OWNER)

LOOKLIKE HOMES PVT. LTD

V Auglo Ralshike Chata

(SIGNARURE OF DEVELOPER)



ADDITIONAL REGISTRAR OF ASSURANCE-II, KOLSAT\*

=7 JUL 2025

		Finger p	rints of the ex	cecutant	
	Little	Ring	Middle (Left	Fore Hand)	Thumb
Saras Chardhay	Thumb	Fore	Middle (Right	Ring Hand)	Little

	Finger prints of the e			cecutant	T
	Little	Ring	Middle (Left	Fore Hand)	Thumb
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May Palishtophita	Thumb	Fore	Middle (Right	Ring Hand)	Little



ADDITIONAL REGISTRAR OF ASSURANCE-II, KOLKAT

= 7 JUL 2025



### **Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary**





GRIPS	Paymen	t Detail
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**GRIPS Payment ID:** 

050720252014471876

Payment Init. Date:

05/07/2025 17:40:21

**Total Amount:** 

86042

No of GRN:

Bank/Gateway:

SBI EPay

Payment Mode:

SBI Epay

BRN:

8894509403215

**BRN Date:** 

05/07/2025 17:40:49

**Payment Status:** 

Successful

Payment Init. From:

Department Portal

**Depositor Details** 

Depositor's Name:

Mr SARAS CHOUDHARY

Mobile:

9831056156

Payment(GRN) Details

Sl. No.

**GRN** 

Department

Amount (₹)

192025260144718778

Directorate of Registration & Stamp Revenue

86042

Total

86042

IN WORDS:

EIGHTY SIX THOUSAND FORTY TWO ONLY.

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

pages below.



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





GRN Details			
GRN:	192025260144718778	Payment Mode:	SBI Epay
GRN Date:	05/07/2025 17:40:21	Bank/Gateway:	SBIePay Payment Gateway
BRN:	8894509403215	<b>BRN Date:</b>	05/07/2025 17:40:49
Gateway Ref ID:	5212107322	Method:	Punjab National Bank - Retail and Corporate NB
GRIPS Payment ID:	050720252014471876	Payment Init. Date:	05/07/2025 17:40:21
Payment Status:	Successful	Payment Ref. No:	2001922862/1/2025
			[Query No/*/Query Year]

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De	nne	110	**	10	to	Q
DU	103	110				1113

Depositor's Name:

Mr SARAS CHOUDHARY

Address:

148, MAHATMA GANDHI ROAD, NEAR-CHITPUR CROSSING,

BARABAZAR, KOLKATA-700007

Mobile:

9831056156

Period From (dd/mm/yyyy): 05/07/2025

Period To (dd/mm/yyyy):

05/07/2025

Payment Ref ID:

2001922862/1/2025

Dept Ref ID/DRN:

2001922862/1/2025

#### **Payment Details**

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001922862/1/2025	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2001922862/1/2025	Property Registration-Registration Fees	0030-03-104-001-16	11021
		A HEALTH AND A STATE OF THE ADDRESS	Total	86042

IN WORDS: EIGHTY SIX THOUSAND FORTY TWO ONLY.

## DATED THISOTH DAY OF July 2025

#### **BETWEEN**

SHREYASHI TRADECOM PRIVATE LIMITED ... OWNER

AND

LOOKLIKE HOMES PRIVATE LIMITED

... DEVELOPER

AGREEMENT

### Major Information of the Deed

Deed No :	I-1902-08026/2025	Date of Registration	07/07/2025
Query No / Year	1902-2001922862/2025		
C ery Date	05/07/2025 11:04:35 AM	Office where deed is re	
Fiplicant Name, Address & Other Details	Sangha Rakshika Khaitan Flat 1A, 38, S. N. Roy Road, Thar BENGAL, PIN - 700038, Mobile N	A.R.A II KOLKATA, D	2201000010000
Transaction		Additional Transaction	er/Claimant
acte ment	Agreement or Construction	[4308] Other than Immov Agreement [No of Agree than Immovable Propert 11,00,000/-]	ment : 21 [/311] Otho
Rs. 1/-		Market Value	THE RESERVE OF THE RE
Stampduty Paid(SD)		Rs. 29,37,65,637/-	
. 75,031/- (Article:48(g))		Registration Fee Paid	
marks		Rs. 11,105/- (Article:E, E	B)
mar/s	Received Rs. 50/- (FIFTY only) area)	from the applicant for issuing t	he assement slip.(Urb

#### Land Details :

District: North 24-Parganas, P.S:- Baranagar, Municipality: BARANAGAR, Road: B.T. Road, Road Zone: (Baranagar area -- Baranagar area), Mouza: Bon-Hoogly, Premises No: 126, , Ward No: 14, Holding No:539 Jl No: 6, Pin Code:

Sch No	Number		Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
24/4	RS-495	RS-1362	Bastu	Bastu	61 Katha 5 Chatak			Width of Approach
1	Grand	Total:			1 1100,000 -1100			Road: 36 Ft.,
7 7 12	- Olding	iotal.			101.1656Dec	1 /-	2912,34,387 /-	

#### Structure Details:

Sch No.	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value	Other Details
Street	On Land L1	5000 Sq Ft.	V Who	(In Rs.)	
+ 1		3000 Sq Ft.	0/-	25,31,250/-	Structure Type: Structure

Gr. Floor, Area of floor : 5000 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete

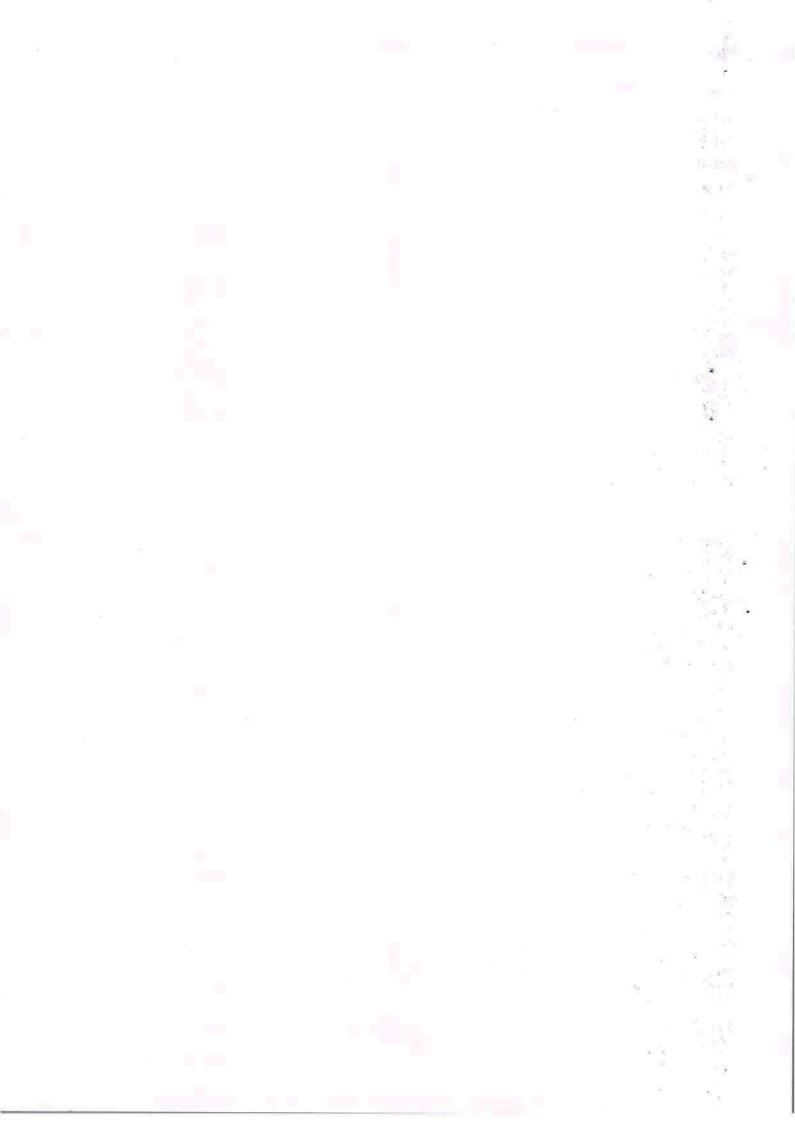
Total: Food "					
7 Otal .   25,31,250 /-	Total:	5000 sq ft	0 /-	05 04 050 /	

#### Land Lord Details:

Name, Address, Photo, Finger print and Signature

### SHREYASHI TRADECOM PRIVATE LIMITED

1 And 3, Brabourne Road, Illaco House, 4th Floor, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:- Kolkata, West Bengal, India, PIN:- 700001 Date of Incorporation:XX-XX-1XX8, PAN No.:: AAxxxxxx8K,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative, Executed by: Representative



#### De₩ loper Details :

Name, Address, Photo, Finger print and Signature

### LOOKLIKE HOMES PRIVATE LIMITED

127, B. T. Road, City:- Baranagar, P.O:- ISI, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700108 Date of Incorporation:XX-XX-2XX3 , PAN No.:: AAxxxxxx0C, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

### Representative Details:

Name	Photo	Finger Print	
as Choudhary		1100	Signature
n of Shiv Kumar Choudhary te of Execution - '07/2025, , Admitted by: f, Date of Admission: 07/2025, Place of nission of Execution: Office	Jul 7 2025 4:43PM	Captured	2
B, Mahatma Gandhi Road		LTI 07/07/2025	07/07/2025

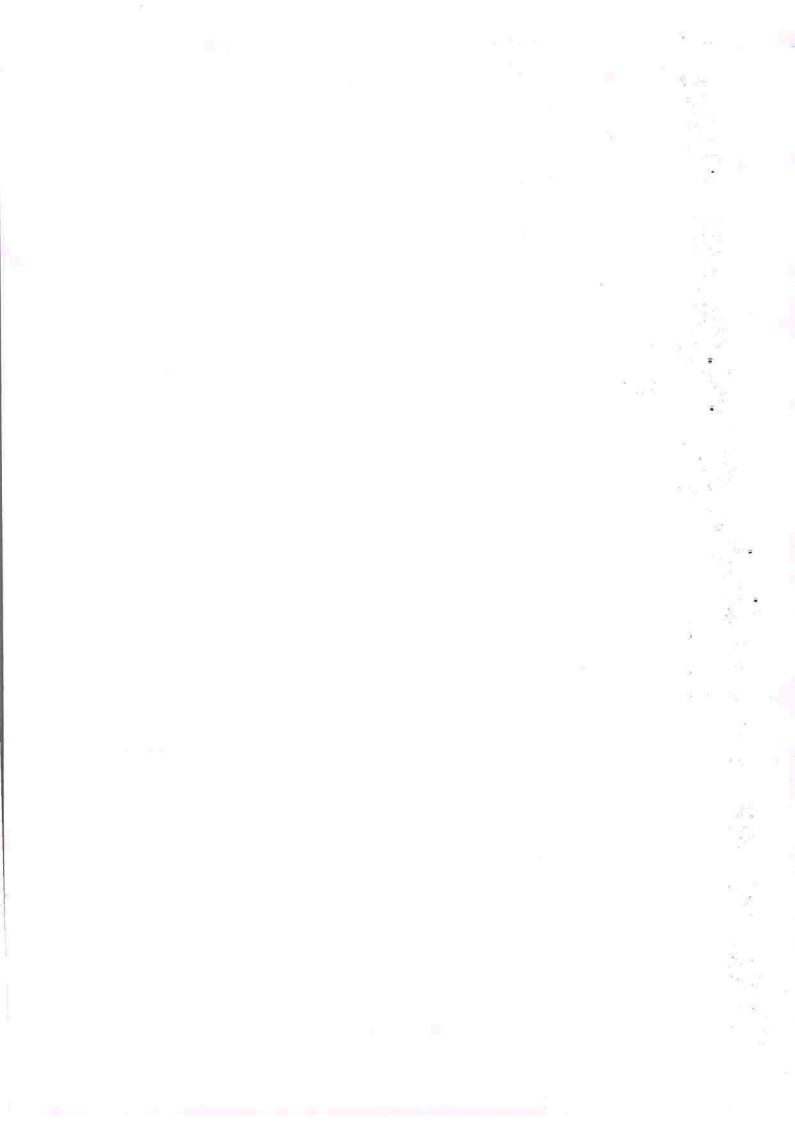
, 148, Mahatma Gandhi Road, Near Chitpur Crossing, Barabazar, City:- Kolkata, P.O:- Barrabazar, P.S:-Burrobazar, District:-Kolkata, West Bengal, India, PIN:- 700007, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX9, PAN No.:: AHxxxxxx4H, Aadhaar No: 81xxxxxxxx9328 Status : Representative, Representative of : SHREYASHI TRADECOM PRIVATE I IMITED (as DIRECTOR)

Name	Photo	Finger Print	1000000
Sangha Rakshika Khaitan		i inger Frint	Signature
(Presentant ) Daughter of Kiran Tamang Date of Execution - D7/07/2025, , Admitted by: Self, Date of Admission: D7/07/2025, Place of Admission of Execution: Office	Jul 7 2025 4:43PM	Captured	Dog ame with
Block - 1, Flat - 1A, 38, S. N.		LTI 07/07/2025	07/07/2025

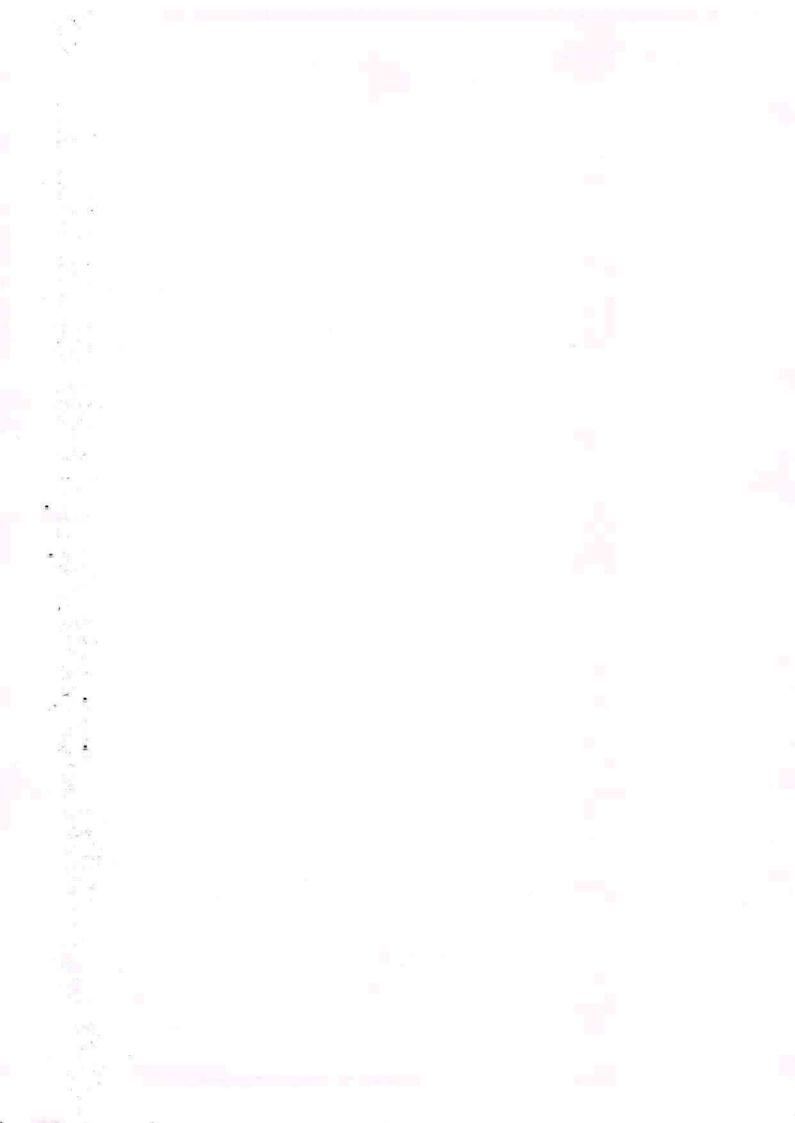
1, Flat - 1A, 38, S. N. Roy Road, City:- Kolkata, P.O:- Sahapur, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700038, Sex: Female, By Caste: Hindu, Occupation: Business, Ditizen of: India, Date of Birth:XX-XX-1XX6, PAN No.:: Alxxxxxx8Q, Aadhaar No: 20xxxxxxxx8909 Status : Representative, Representative of : LOOKLIKE HOMES PRIVATE LIMITED (as DIRECTOR)

#### Identifier Details:

me ijeet Rajak	Photo	Finger Print	Signature
on of Dilip Rajak No. Rail Siding, Kankinara, Bhatpara, ity:-, P.O:- Kankinara, P.S:-Jagaddal, trict:-North 24-Parganas, West Bengal, ia, PIN:- 743126	MAR	Captured	Birt B. Se
ntmer Of Saras Choudhary, Sangh	07/07/2025	07/07/2025	07/07/2025



rom	To. with area (Name-Area)		
HREYASHI RADECOM PRIVATE MITED	LOOKLIKE HOMES DRIVATE LIMITED 404 100		
of property for S1			
rom	To. with area (Name-Area)		
HREYASHI RADECOM PRIVATE MITED	LOOKLIKE HOMES PRIVATE LIMITED-5000.00000000 Sq Ft		
r	of property for S1 om IREYASHI ADECOM PRIVATE		



### Endorsement For Deed Number : I - 190208026 / 2025

#### On 07-07-2025

:12

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

A Imissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48

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

Presented for registration at 16:17 hrs on 07-07-2025, at the Office of the A.R.A. - II KOLKATA by Sangha Rakshika

### 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

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

Execution is admitted on 07-07-2025 by Saras Choudhary, DIRECTOR, SHREYASHI TRADECOM PRIVATE LiMITED (Private Limited Company), 1 And 3, Brabourne Road, Illaco House, 4th Floor, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001

li detified by Ajeet Rajak, , , Son of Dilip Rajak, 6 No. Rail Siding, Kankinara, Bhatpara, P.O: Kankinara, Thana: J<sup>\*</sup>·g·addal, , North 24-Parganas, WEST BENGAL, India, PIN - 743126, by caste Hindu, by profession Private Service

Execution is admitted on 07-07-2025 by Sangha Rakshika Khaitan, DIRECTOR, LOOKLIKE HOMES PRIVATE LIM ED (Private Limited Company), 127, B. T. Road, City:- Baranagar, P.O:- ISI, P.S:-Baranagar, District:-North 24-

Ir detified by Ajeet Rajak, , , Son of Dilip Rajak, 6 No. Rail Siding, Kankinara, Bhatpara, P.O: Kankinara, Thana: Jagaddal, , North 24-Parganas, WEST BENGAL, India, PIN - 743126, by caste Hindu, by profession Private Service Payment of Fees

ertified that required Registration Fees payable for this document is Rs 11,105.00/- ( B = Rs 11,000.00/- ,E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by , by Cash Rs 84.00/-, by

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/07/2025 5:40PM with Govt. Ref. No: 192025260144718778 on 05-07-2025, Amount Rs: 11,021/-, Bank: £ 3I EPay ( SBIePay), Ref. No. 8894509403215 on 05-07-2025, Head of Account 0030-03-104-001-16 Fay nent of Stamp Duty

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

, 75 P

1 Stamp: Type: Impressed, Serial no 21232, Amount: Rs.10.00/-, Date of Purchase: 04/07/2025, Vendor name: A Baneriee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/07/2025 5:40PM with Govt. Ref. No: 192025260144718778 on 05-07-2025, Amount Rs: 75,021/-, Bank: BI EPay ( SBIePay), Ref. No. 8894509403215 on 05-07-2025, Head of Account 0030-02-103-003-02

Satyajit Biswas ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - II KOLKATA Kolkata, West Bengal



Cerificate of Registration under section 60 and Rule 69.

Refistered in Book - I

Volume number 1902-2025, Page from 384648 to 384694 being No 190208026 for the year 2025.



Digitally signed by SATYAJIT BISWAS Date: 2025.07.10 10:29:39 +05:30 Reason: Digital Signing of Deed.

(Salyajit Biswas) 10/07/2025
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.