

2202/2017

02376/17

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES



अन्तिमवर्ग पश्चिम बंगाल WEST BENGAL

D 447181



Additional Registrar of Assurance-II
Kolkata

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

Additional Registrar
of Assurance-II, Kolkata

THIS DEVELOPMENT AGREEMENT is made on this 26th day of July, Two Thousand Seventeen

BETWEEN

(1) SMT. BINA SHUKLA, wife of the Late Ram Biswas Shukla, aged about 76 years, by Occupation House-wife, by Faith Hindu, Nationality - Indian, having PAN- EZRPS8130M, residing at 160, Mahatma Gandhi Road, 3rd Floor, P.S. & P.O. Burrabazar, Kolkata 700 007, (2) SMT. REKHA BAIPAL, wife of Shri Prabhat Kumar Bappai and daughter of the Late Ram Biswas Shukla, aged about 58 years, by Occupation House-wife, by Faith -

DATE.....

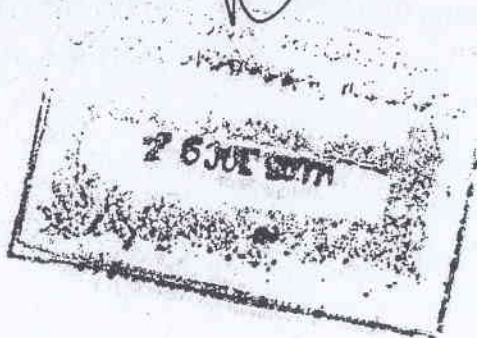
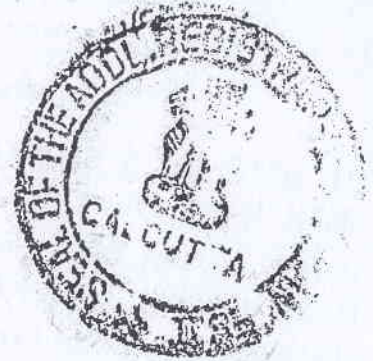
JUL 2017

Sanjay Chakraborty
High Court Calcutta

ME.....
5000/- Five Thousand



Bhash
MOUSUMI GHCS.I
LICENSED STAMP VENDOR
KOLKATA REGISTRATION OFFICE



Shubhendra Bhattacharya
10, Late Siddheswar Bhattacharya
7/1 Sahapur (2) Block-II
New Alipore - Kol-700053
P.O. - New Alipore
S - New Alipore

Hindu, Nationality - Indian, having PAN - CMMPB3144C, residing at 160, Mahatma Gandhi Road, 3rd Floor, P.S. & P.O. Burrabazar, Kolkata - 700 007, (3) SHRI KAUSHAL SHUKLA, son of the Late Balak Ram Shukla, aged about 69 years, by Occupation Business, by Faith Hindu, Nationality - Indian, having PAN- HXEPS9139G, residing at 160, Mahatma Gandhi Road, 3rd Floor, P.S. & P.O. - Burrabazar, and (4) SHRI KAMAL KISHORE SHUKLA, son of the Late Balak Ram Shukla, aged about 69 years, by Occupation Business, by Faith Hindu, Nationality - Indian, having PAN AIYPS3304F, residing at 160, Mahatma Gandhi Road, 3rd Floor, P.S. & P.O. Burrabazar, Kolkata 700 007 and also at 214, Roopjyoty Apartment, S. K. Deb Road, Lake Town, P.S. & P.O. - Laketown, Kolkata - 700 089, (5) SRI RAHUL SHUKLA, son of Shri Kaushal Shukla, aged about 37 years, by Occupation Business, by Faith Hindu, Nationality - Indian, having PAN- BAMPS1335K, residing at 160, Mahatma Gandhi Road, 3rd Floor, P.S. & P.O. Burrabazar, Kolkata 700 007 and (6) SHRI VINAYAK SHUKLA, son of Shri Kamal Kishore Shukla, by Occupation Business, by Faith Hindu, aged about 22 years, Nationality - Indian, having PAN - GCMPS7771C, residing at 160, Mahatma Gandhi Road, 3rd Floor, P.S. & P.O. Burrabazar Kolkata 700 007 and also at 214, Roopjyoty Apartment, S. K. Deb Road, Lake Town, P.S. & P.O. Laketown, Kolkata - 700 089, hereinafter severally and jointly referred to as the OWNERS (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the ONE PART AND M/S. REGAL REALITY PRIVATE LIMITED, a Company incorporated under the appropriate provisions of the Companies Act, 1956 and an existing company under the Companies Act, 2013 having its registered office at 191, Central Avenue, 4th Floor, P.S. & P.O. Burrabazar, Kolkata 700007, having PAN- **AAGCR5603P**, CIN- **045400WB2013PTC195572**, represented through its Director MR. **AYUSH RUNGTA**, son of Sri Ashok Kumar Rungta, residing at 193, Bagmari Road, Kolkata 700054, P.S.- Kankurgachi, P.O. Manicktala, Kolkata - 700 054, hereinafter referred to as the DEVELOPER (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, successors-in-office, administrators, representatives and assigns) of the OTHER PART.

REGAL REALITY PRIVATE LIMITED
Director

WHEREAS:-

A. One Sarat Chandra Mullick was the absolute Owner of various immovable properties during his lifetime including ALL THAT the 17 Cottahs of land together with brick built and structures standing thereon lying and situate at premises No. 93, 95, 97B and part of 97A, Muktaram Babu Street, Calcutta.

B. On 8th day of May, 1957 the said Sarat Chandra Mullick expired leaving behind his Last Will and Testament dated 18th day of May 1956 whereby and whereunder he bequeathed unto and in favour of his only son Sri Tarak Nath Mullick all his immovable properties herein ALL THAT the 17 Cottahs of land together with brick built and structures thereon lying and situate at premises No. 93, 95, 97B and part of 97A, Muktaram Babu Street, Calcutta and further appointed the said Sri Tarak Nath Mullick being his only son as the Executor of the said Will.

C. The said Last Will and Testament dated 18th day of May 1956 of the said Sarat Chandra Mullick, since deceased was duly probated and the said Sri Tarak Nath Mullick thus became the absolute Owner and seized and possessed of the said ALL THAT the 17 Cottahs of land together with brick built and structures thereon lying and situate at premises No. 93, 95, 97B and part of 97A, Muktaram Babu Street, Calcutta.

D. On 7th day of October, 1959 by an Indenture of Sale registered at the Office of the Additional District Sub Registrar, Kolkata in Book No. 1, Volume No. 104, Pages 139 to 146, Being No. 4716 for the year 1959 the said Sri Tarak Nath Mullick being the Vendor therein of the One Part sold, granted, transferred and conveyed absolutely free from all encumbrances unto and in favour of one Balak Ram Shukla and one Sarju Dayal Shukla being jointly referred to as the Vendees of the Other Part therein at and for a consideration as mentioned therein ALL THAT the 17 Cottahs of land together with brick built and structures standing thereon lying and situate at premises No. 93, 95, 97B and part of 97A, Muktaram Babu Street, Calcutta within the municipal limits of the then North Division of the Town of Calcutta.

E. By a Deed of Partition dated the 3rd day of January, 1985 registered in the office of the Registrar of Assurances, Kolkata in Book No.I, Volume No.755, Pages from 81 to 85, Being No. 1989 for the year 1965 the said Balak Ram Shukla and the said Sarju Dayal Shukla amicably partitioned ALL THAT the 17 Cottahs of land together with brick built and structures thereon lying and situate at premises No. 93, 95, 97B and part of 97A, Muktaram Babu Street, Calcutta.

F. Thus by Virtue of the said Deed of Partition dated 3rd January, 1985 the said Balak Ram Shukla became the absolute Owner of ALL THAT 8(Eight) Cottahs 12(Twelve) Chittacks and 38(Thirty Eight) sq.ft. of land together with partly one storied and partly Asbestos roofed two storied building lying and situate at premises No. 97B and part of 97A, Muktaram Babu Street, Calcutta out of the entire ALL THAT the 17 Cottahs of land together with brick built and structures thereon lying and situate at premises No. 93, 95, 97B and part of 97A, Muktaram Babu Street, Calcutta, as more fully and particularly described in the **First Schedule** hereunder written (hereinafter referred to as the said property).

G. The said Balak Ram Shukla, who during his lifetime was a Hindu governed by Dayabhaga School of Hindu Law, died intestate on 24th November, 1986. His wife having predeceased him the said property devolved upon his three sons, namely (1) Sri Ram Biswas Shukla, (2) Sri Kaushal Shukla and (3) Sri Kamal Kishore Shukla in equal proportion of 1/3rd each, absolutely and free from all encumbrances being the only surviving legal heirs of the said deceased.

H. Subsequently the said (1) Sri Ram Biswas Shukla, (2) Sri Kaushal Shukla and (3) Sri Kamal Kishore Shukla made a Declaration on the 28th day of January 2010 thereby declaring that they are the absolute Owners each having 1/3rd undivided share in the said property, as more fully and particularly mentioned in the **First Schedule** hereunder written. The said declaration was duly registered with the Additional Registrar of Assurances, Kolkata-III, in Book No.1, CD Volume No. 2, Pages from 8546 to 8555, Being No. 00849 for the year 2010.

I. Thus the said Sri Ram Biswas Shukla, Sri Kaushal Shukla, Sri Kamal Kishore Shukla and Sri Kamal Kishore Shukla became the joint Owners and and/or otherwise well and sufficiently entitled to All That the said property free from all encumbrances, charges, liens, lispens, attachments, liabilities, acquisitions, requisitions and trust of whatsoever nature each having 1/3rd share therein. The said property is partly in possession of the Owners and partly occupied by the tenants and occupants.

J. The said Sri Ram Biswas Shukla, Sri Kaushal Shukla, Sri Kamal Kishore Shukla being the joint Owners therein had entered into a Memorandum of Understanding with one Madhukunj Construction Private Limited being the Developer therein on 29th day of November, 2010 whereby it was agreed that the said Developer shall construct a Multi-storied building on the said property pursuant to the terms and conditions as mentioned therein. One Power of Attorney dated 29th day of November, 2010, registered with the Additional Registrar of Assurances - III, Kolkata in Book No. IV, CD Volume No. 9, Pages from 995 to 1005, Being No. 060802 for the year 2010 was also granted by the said joint Owners in favour of one Sri Ganesh Prasad Gupta, being one of the Director of the said Developer company for taking effective steps.

K. Subsequently, the said joint Owners therein had entered into a development agreement with the said Madhukunj Construction Private Limited being the Developer therein on 26th day of December, 2014 for development of the said property jointly and the said development agreement was duly registered with the Additional Registrar of Assurances-II, Kolkata in Book No.1, CD Volume No.79, pages from 2851 to 2866, Being No. 15841 for the year 2014 and also a Power of Attorney dated 26th day of December 2014 registered with the Additional Registrar of Assurances -III, Kolkata in Book No. IV, CD Volume No. 16, pages from 6090 to 6099, Being No. 08968 was also granted in favour of one of the Directors of the said Madhukunj Construction Private Limited said Sri Ganesh Prasad Gupta for the said development agreement.

L. Subsequently, the said property being ALL THAT the premises No.97B and part of 97A, Muktaram Babu Street, Kolkata was amalgamated and

renumbered as premises No.97A/1, Muktaram Babu Street, Kolkata. And thereafter the said property was demarcated jointly by the Owners into two Lots being Lot "A" containing an area of 7 cottahs 4 chittaks and 41 sq.ft. together with partly one storied and partly Asbestos roofed two storied building and Lot "B" containing an area of 1 Cottah 1 Chittak 17 sq.ft. equivalent to 72.649 sq.mtr (782 sq.ft.) together with Asebestos and RTR roof structures thereon admeasuring a total area of 8 Chittacks 6 Chittacks and 13 Sq. Ft. on actual (a portion of land being used for boundary)

M. By a Deed of Gift dated 7th August, 2015, registered in the Office of the Registrar of Assurances-II, Kolkata for the year 2015, out of natural love and affection, the said Kamal Kishore Shukla being the Donor of the One Part therein granted, conveyed, transferred and assured unto and in favour of his son Vinayak Shukla being the Donee therein All That the piece and parcel of land measuring about 24.216 sq.mtr. equivalent to 260.66 sq.ft. more or less out of his one third undivided share i.e. 72.649 sq.mtr. (782 sq.ft.) together with Asebestos and RTR roof structures thereon being the Lot "B" of the said property.

N. By a Deed of Gift dated 7th August, 2015, registered in the Office of the Registrar of Assurances-II, Kolkata for the year 2015, out of natural love and affection, the said Kaushal Shukla being the Donor of the One Part therein granted, conveyed, transferred and assured unto and in favour of his son Rahul Shukla being the Donee therein All that the piece and parcel of land measuring about 24.216 sq.mtr. equivalent to 260.66 sq.ft. more or less out of his one third undivided share i.e. 72.649 sq.mtr. (782 sq.ft.) together with Asebestos and RTR roof structures thereon being the Lot "B" of the said property.

O. By a Deed of Gift dated 18th August, 2015, registered in the Office of the Registrar of Assurances-II, Kolkata for the year 2015, out of natural love and affection, the said Ram Biswas Shukla being the Donor of the One Part therein granted, conveyed, transferred and assured unto and in favour of his wife Smt. Bina Shukla being the Donee therein All that the piece and parcel of land measuring about 24.216 sq.mtr. equivalent to 260.66 sq.ft. more or less out of his one third undivided share i.e. 72.649 sq.mtr. together with

Asebestos and RTR roof structures thereon (782 sq.ft.) being the Lot "B" of the said property.

P. By a Deed of Revocation dated 7th day of March, 2016 the Power of Attorney dated 29th day of November, 2010 was revoked by the said joint Owners Ram Biswas Shukla, Kaushal Shukla and Kamal Kishore Shukla and registered with the Additional Registrar of Assurances - III, Kolkata, in Book No. IV, CD Volume No. 1903-2016, pages from 39951 to 39967, being No.190301588 for the year 2016.

Q. The said Ram Biswas Shukla, who during his lifetime was a Hindu governed by Dayabhaga School of Hindu Law, died intestate on 14th day of May, 2017, leaving behind his wife namely Smt. Bina Shukla and one daughter namely Smt. Rekha Bajpai as his only surviving legal heirs.

R. By virtue of the death of Sri Ram Biswas Shukla the registered Power of Attorney dated 26th December, 2014, whereby the said Ram Biswas Shukla, since deceased, Kaushal Shukla and Kamal Kishore Shukla appointed Sri Ganesh Prasad Gupta as their true and lawful attorney for the purpose of development of the said property in terms of the registered development agreement dated 26th December, 2014, ceased to have any effect.

S. Thus the Smt. Bina Shukla, Smt. Rekha Bajpai Sri Kaushal Shukla, Sri Rahul Shukla, Sri Kamal Kishore Shukla and Vinayak Shukla became the joint Owners of the said premises being No.97/1, Muktaram Babu, Street comprising of Lots "A" and "B" admeasuring a total area of 8 Cottahs, 12 chittacks and 38 sq.ft. and on actual 8 Cotthas, 6 Chittaks 13 sq.ft. together with structure standing thereon since a portion of the said property was deducted for boundary (hereinafter referred to as the "said premises") as morefully and particularly described in the **Second Schedule** written hereunder.

T. Since the said Developer failed to carry out its obligations under the said development agreement dated 26th December, 2014, the same was duly terminated by the joint Owners.

U. The Joint Owners are now desirous of developing the said premises by constructing a multistoried residential building and have approached the Developer herein for undertaking the said development.

V. The joint Owners and the Developer have thus agreed to develop the said premises by construction of a multipurpose residential building thereat on the terms and conditions recorded herein.

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

ARTICLE - I - DEFINITIONS

1. In this Agreement unless the context otherwise permits the following expressions shall have the meanings assigned to them as under:
 - (i) **ARCHITECT** shall mean any Architect or firm or firms of Architects, who may be appointed by the Developer for designing and planning of construction of the said New Building;
 - (ii) **ASSOCIATION** shall mean any company incorporated under the Companies Act, 2013 or any Association formed and registered under the West Bengal Ownership Act 1972 or a Committee as may be formed by the Developer in consultation and concurrence of the Owners for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by Developer not inconsistent with the provisions and covenants herein contained;
 - (iii) **BUILDING** shall mean the multi-storied building to be constructed, erected and completed by the Developer in terms of this Agreement and the Plan;
 - (iv) **CAR PARKING SPACES** shall mean the open/ covered/ car parking spaces to be provided in the ground floor of the building expressed or intended to be reserved for parking motor cars;

- (v) **COMMON PARTS AND PORTIONS** shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, overhead water tanks, reservoirs water pumps and motors, drive-ways, of the building/buildings, common lavatories and other common parts and portions of the said project and/or the New Building which shall be used by the Owners or Occupants and shall become part of the new building;
- (vi) **COMMON EXPENSES** shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the Co-transferees and all other expenses for the Common Purpose as may be decided by the Developer to be contributed, borne, paid and shared by the Co-transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge;
- (vii) **DEVELOPMENT AGREEMENT** shall mean this Agreement between the Owners and the Developer for development of the Said premises by demolishing the existing structures and constructing and erecting a New Building thereon in accordance with the terms of the said plan and specifications mentioned hereunder;
- (viii) **DEVELOPER'S ALLOCATION** shall mean ALL THAT the 55% of the total constructed space (super built up area) of the New Building and the same comprised of several units consisting of showrooms, shop rooms, units, apartments and other spaces including the car parking spaces TOGETHER WITH exclusive roof rights AND TOGETHER WITH the undivided proportionate share in all common parts and portions as also the common facilities and amenities AND

TOGETHER WITH an undivided proportionate share in the said premises;

- (ix) **EARMARKED AREA** shall mean All That the 50% share out of the portion of the Owners' Allocation, which shall be in possession of the Developer till the time the Owners refund the security deposit and/or other payments made to the Owners or any third party on behalf of the Owners or on behalf of the Owners by the Developer;
- (x) **INTENDING PURCHASER(S)** shall mean the prospective purchasers or transferees who would agree to purchase or shall have purchased any unit/ office space, car parking space or other spaces in the new building and shall include the Owners and the Developer in respect of the Units and car parking Spaces reserved for the Owners and the Developer respectively in terms of this Agreement;
- (xi) **PROJECT** shall mean the commercial-cum-residential buildings and the car parking spaces to be developed and constructed by the Developer in terms of this Agreement and Plans approved and sanctioned by the Kolkata Municipal Corporation or any other relevant authority or authorities;
- (xii) **OWNERS' ALLOCATION** shall mean ALL THAT the 45% of the total constructed area (super built up area) of the New building/Project and the same comprised of several units and other spaces including car parking spaces and excluding the roof rights TOGETHER WITH the undivided proportionate share in all common parts and portions as also the common facilities and amenities AND TOGETHER WITH the undivided proportionate share in the said premises;
- (xiii) **PLAN** shall mean the Plan to be sanctioned by The Kolkata Municipal Corporation and other authorities concerned for development of the Said premises and construction of the New

Building and shall include such modifications and/or alterations as may be necessary and/or required from time to time at the recommendation of the Architect;

- (xiv) **OCCUPATIONAL TEAM** shall mean the Architects, Structural Engineers, Mechanical and/or Electrical Engineers, Surveyors and/or such other Occupational, who would be engaged and/or contracted by the Developer from time to time for carrying out the construction of the buildings, car parking spaces and other common areas and portions of the Project.
- (xv) **SAID PROPERTY** shall mean ALL THAT partly one storied and partly Asbestos roofed two storied building together with 8(Eight) cottahs 12(Twelve) Chittacks and 38 (Thirty eight) Square feet of land be the same a more or less situate lying at premises No.97A/1 and Part 97B, Muktaram Babu Street, Police Station - Burrabazar, Ward No.41 of the Kolkata Municipal Corporation under Borough No.V, Kolkata - 700007 (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written);
- (xvi) **SIGNAGE SPACE** shall mean all signage and display spaces outside all Units/spaces in the common areas of the commercial area, if any and the Complex and the exterior of the new buildings including the roofs, car parking area and the open areas of the new buildings as also the boundary walls of the Complex.
- (xvii) **SPECIFICATIONS** shall mean the specification with which the said new building and/or buildings shall be constructed, erected and completed (details whereof will appear from the **THIRD SCHEDULE** hereunder written) or such other specifications as may be recommended by the Architect. However, the specifications may be varied and/or modified from time to time as may be mutually agreed in writing by all the parties;

- (xviii) **UNITS** shall mean the various apartments, shops, showrooms, office space and other spaces including car parking spaces comprised in the project to be developed and the new building to be constructed for mixed use i.e. for residential and commercial;

ARTICLE II - INTERPRETATIONS

2.1 In this Agreement (save to the extent that the context otherwise so requires):

- (i) Any reference to any act of Parliament/Assembly whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, notifications, amendments, orders, plans, regulations, bye laws, permissions or directions any time issued under it;
- (ii) Reference to any agreement, contract, deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, supplemented or novated;
- (iii) An obligation of the Developer in this Agreement to do something shall include an obligation to procure the same to be done and obligation on its part and not to do something shall include an obligation not to permit, or allow the same to be done;
- (iv) Words denoting one gender shall include other genders as well;
- (v) Words denoting singular number shall include the plural and vice versa;
- (vi) A reference to a statutory provision includes a reference to any notification, modification, consideration or re-enactment thereof

for the time being in force and all statutory instruments or orders made pursuant thereto;

- (vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modifications made in this Agreement from time to time as may be mutually agreed upon in writing by the parties hereto;
- (viii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement;
- (ix) All the Schedules shall have effect and be construed as an integral part of this agreement.

ARTICLE III -MUTUAL REPRESENTATIONS AND WARRANTIES

3.1. At or before execution of this Agreement the Owners doth hereby assure and represent to the Developer as follows:

- (i) That the Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said premises, each of the Owners having an undivided 1/3rd share or interest therein;
- (ii) The Owners are partly in possession of the said premises by themselves occupying the same and partly through tenants and/or Occupants.
- (iii) There is no bargadar in respect of the said premises;
- (iv) That the Owners have a marketable title in respect of the Said premises;
- (v) That all municipal rates, taxes and other outgoings payable in respect of the Said premises and shall be borne and paid by the Owners till the date of execution of this agreement;

- (vi) That the Said Property or any part thereof is not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owners and the Said premises is not attached under any decree or order of any Court of Law or by the Income Tax Department, or by any other Government authority;
- (vii) That there is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the affairs of the Said premises and there are no facts, which may give rise to any such dispute;
- (viii) That the Owners have not done and shall not do any act whatsoever that would in any way impair, hinder and/or restrict the grant of rights to the Developer under this Agreement;
- (ix) That the Owners have not entered into any agreement for sale, transfer, lease and/or development nor have created any further interest of any third party into or upon the Said premises or any part or portion thereof pursuant to the termination of the development agreement dated 26th day of December 2014;
- (x) That there are no legal proceedings pending against the Owners for enforcing any agreement for sale, transfer lease, and/or development in respect of the Said premises;
- (xi) That the Owners are legally competent to enter into this Agreement in respect of Development of the Said premises.
- (xii) The original title deed being the deed of partition is lying in the custody of the said Sri Ganesh Prasad Gupta being the Director

of the said Madhukunj Construction Private Limited and the Owners are taking steps to obtain the same.

3.2. At or before entering into this Agreement, the Developer has also assured and represented to the Owners as follows:-

- (i) That the Developer has sufficient knowledge, skill and expertise in the matter of development of immovable properties and construction of new buildings;
- (ii) That the Developer has sufficient source of required finance and also necessary infrastructure as may be required for carrying out development of the Said premises and/or construction of the new building thereat in terms of this agreement;

ARTICLE IV - COMMENCEMENT AND DURATION

- 4.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of sanction of the Plan (hereinafter referred to as the **COMMENCEMENT DATE**).
- 4.2 Unless terminated in the manner as hereinafter appearing, this agreement shall remain in full force and effect until the development of the Said Property and construction of the building/project is completed in all respects in terms of this agreement.

ARTICLE V - TITLE

- 5.1 Simultaneously with the execution of this agreement the Owners have assured the Developer that they have initiated the process and are taking steps to obtain all the Original documents of title of the said premises from the said Sri Ganesh Prasad Gupta of Madhukunj Construction Private Limited and hereby undertakes to deposit the same with the Developer within a period of six months from the date of execution of this agreement or within such time as the parties to this agreement may mutually agree upon from time to time.

ARTICLE VI - AUTHORITY TO ENTER

6. Simultaneously with the execution of this Agreement, the Owners have, in part performance hereof, allowed the Developer exclusive and free license to enter the Said Property as a Developer for carrying out the work for development. Nothing herein contained shall be construed as handing over possession by the Owners to the Developer under section 53A of the Transfer of Property Act, 1882.

ARTICLE VII - POWERS AND AUTHORITIES

7. To enable the Developer to specifically perform its obligations arising out of this Agreement, the Owners agree to execute a registered General Power of Attorney nominating, constituting and appointing the Developer to be the true and lawful attorney of the Owners, to do, execute and perform all or any of the acts, deeds, matters and things with respect to the Said premises as mentioned therein including enter into Agreement for Sale and Deed of Conveyance on behalf of the Owners for the Developers' Allocation

ARTICLE VIII - ADJUSTABLE/ REFUNDABLE PAYMENTS

- 8.1 The Developer shall deposit with the Owners a sum of Rs.1,00,00,000/- (Rupees One Crore only) as an interest free ~~adjustable~~/refundable security deposit (hereinafter referred to as the said Security Deposit). The said Security Deposit shall carry no interest and shall be paid by the Developer to the Owners in the following manner :
- (i) Rs.2,00,000/- (Rupees Two Lakh Only) already paid by the Developer to the said Kamal Kishore Shukla, one of the Owners on 15th June, 2017 (the receipt whereof the Owners doth hereby as also by the receipt hereunder written admit or acknowledge).
 - (ii) Rs.10,00,000/- (Rupees Ten Lakh only) on or before the execution of this Agreement (the receipt whereof the Owners doth

hereby as also by the receipt hereunder written admit or acknowledge).

(iii) Rs.88,00,000/- (Rupees Eighty-eight Lakh only) immediately upon receipt of the original title deed from the Owners.

- 8.2 In order to secure the security deposit paid or deposited by the Developer with the Owners, the Developer would mark a portion containing an area of being equivalent to 50% of the area out of the Owners' Allocation (Earmarked Area) and shall retain it in its possession till the security deposit is refunded to the Developer by the Owners in the manner set forth hereinafter.
- 8.3 In the event the Owners fail or neglect to refund the security deposit within the time mentioned hereunder then the Developer shall upon furnishing notice to the Owners shall sell the said Earmarked portion at the prevailing market price to the intending purchasers and after adjusting the security deposits and also any from the sale proceeds shall pay the balance amount to the Owners.
- 8.4 The said Security Deposit mentioned hereinabove shall be refunded to the Developer by the Owners at one shot payment within thirty days (30) days from the completion of the entire Project as apportioned and paid to the Owners in equal proportion. The Owners shall be jointly and severally liable for refund of the said Security Deposit amount to the Developer as hereafter provided in terms of this agreement.
- 8.5 The Developer will be entitled to seek financing of the Project (hereinafter referred to as the Project Finance) by a Bank/Financial Institution (Banker) only upon commencement of construction of the New Building. Such Project Finance can be secured on the strength of the security of the Developer's allocation in the Said premises and the construction work-in-progress/receivables to the extent pertaining to the Developer's Allocation only. For this purpose, the Owners shall execute necessary documents through its delegated authority or General Power of Attorney in favour of the Developer and the Owners
-

may join as consenting party (if required by the funding institution) to create a charge on the Developer's allocation in the Said Property and the construction work-in-progress/receivables to the extent pertaining to the Developer's Allocation in favour of Banks or Financial Institutions or any other institution(s) for availing such loan facility. Under no circumstances no charge shall be created on the Said premises or the Owners' allocation. In this regard, the Developer shall indemnify the Owners against any claim arising out of such borrowings. In any event no charge shall be created on the Owner's Allocation.

- 8.5 In the event the Developer makes any payment to any third party on behalf of the Owners, the said payment shall be refunded by the Owners simultaneously along with the refund of the security deposit and in the event of default the Developer shall upon furnishing notice to the Owners shall sell the said Earmarked portion at the prevailing market price to the intending purchasers and after adjusting the said payments and also the refundable security from the sale proceeds as stated above shall pay the balance amount if any to the Owners. The Owners shall be jointly and severally liable for refund of the said Security Deposit amount to the Developer as hereafter provided in terms of this agreement.

ARTICLE IX - GRANT OF DEVELOPMENT RIGHT

- 9.1 In consideration of the payment of the refundable interest free security deposit amount to the Owners as per Article 8 above and also the various terms, conditions and covenants recorded in this agreement and on the part of the Developer herein to be paid, performed and observed and further in consideration of the Developer having agreed to undertake development of the Said premises and to incur the pre-development costs and the total development costs and all other costs charges and expenses in connection therewith (hereinafter collectively referred to as the **CONSTRUCTION COSTS**) the Owners have agreed to grant unto and in favour of the Developer the exclusive right of development in respect of the Said premises and construction of the

proposed new building as per the Plan to be obtained sanction from the Kolkata Municipal Corporation. The Owners have further agreed that the Developer shall have the exclusive roof rights of the said new building. In the event the Developer desires to raise further construction on the said roof, the Developer upon notice to the Owners shall be entitled to do raise further construction and in such event the said further constructed space shall be divided in the ratio of 70:30 between the Developer and the Owners (i.e. Developer 70 % and the Owners jointly and severally 30%). The Owners jointly and severally hereby undertake that they shall claim no further right on such further construction except as stated herein above.

- 9.2 In consideration of the premises as aforesaid and also the various terms, conditions, covenants and stipulations recorded in this Agreement and also the Owners having agreed to entrust to the Developer the exclusive right to develop the Said premises as aforesaid, the Developer has agreed at its own costs to undertake, carry out and complete the development of the Said premises and construction of the new building as per the Plan to be sanctioned by The Kolkata Municipal Corporation and the same in the manner and within the time and as per the terms herein recorded.

ARTICLE - X - DEVELOPER' S COVENANTS

- 10.1 In order to undertake development of the Said premises by vacating the existing tenants and/or occupants, demolishing the existing structure and constructing, erecting and completing the new building and/or buildings in accordance with the plan to be sanctioned by the authorities concerned, the Developer shall at its own costs duly observe and perform the following:
- (i) Vacate the said premises from the tenants/occupants occupying the said premises in any manner as the Developer lawfully deems fit and proper. In the event the tenants/occupiers are provided with any kind of compensation /accommodation for rehabilitation, the same shall be provided by the Developer and

the cost of the same shall be borne by the Owners. In the event the Owners fail to pay the cost at the required time the same shall be paid by the Developer but the Owners shall reimburse the same to the Developer within 30 days from the date of such payment. In the event Owners fail to reimburse the same within the stipulated time period the same shall be treated as a default and the Developer shall be entitled to realize the said defaulted amount by exercising its lien over the earmarked portion and the Owners will extend their full cooperation in the process thereof. In the event tenants/occupiers are provided with any accommodation in the new building to be constructed by the Developer the same shall be allotted from the Owners' allocation.

- (ii) apply for and obtain all consents, approvals, sanctions, clearance, No objections and/or permissions as may be necessary and/or required for undertaking development of the Said premises;
- (iii) Demolish the existing structure and in that event all the debris shall belong to the Developer.
- (iv) install all electricity, water, telecommunications, and surface and foul water drainage to and from the Said premises and shall ensure that the same connects directly to the mains;
- (v) serve such notice/notices and enter into such agreement/agreements with statutory undertakers or other companies as may be necessary to install the services;
- (vi) give all necessary or usual notices under any statute for affecting the demolition and clearance of the Property and the development, give notices to all water, electricity and other statutory authorities as may be necessary in respect of development of the Said premises and pay all costs, fees and outgoings incidental to or consequential on, any such notice

and indemnify and keep indemnified the Owners from and against all costs, charges, claims, actions, suits and proceedings;

- (vii) remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the Plan and further to keep the Owners saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings in relation thereto;
- (viii) remain responsible for any accident and/or mishap caused by any act of the Developer while undertaking construction and completion of the said new building and/or buildings in accordance with the said Plan, which may be sanctioned by The Kolkata Municipal Corporation and other authorities concerned and further to keep the Owners and each of them saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings in relation thereto;
- (ix) comply and/or procure compliance of, all conditions attached to the building permission and any other permissions, which may be granted during the course of development;
- (x) comply or procure compliance of all statutes and any enforceable codes of practice of the Municipal Corporation or other authorities affecting the Said premises or the development;
- (xi) take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts, deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the Said premises;

- (xii) incur both pre-development costs and the total development costs and all other costs, charges and expenses for the purpose of vacating, demolishing the existing structure and constructing, erecting and completing the said new building in accordance with the Plan to be sanctioned by The Kolkata Municipal Corporation and other authorities concerned;
- (xiii) make proper provision for security of the Said premises during the course of development;
- (xiv) not to allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the Said Property or any part or portion thereof;
- (xv) not to expose the Owners to any liability and shall regularly and punctually make payment of all fees and/or charges of the Architect, Engineer and other agents as may be necessary and/or required for the purpose of construction, erection and completion of the said new building;
- (xvi) to remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking construction of the said new building and/or buildings in accordance with the Plan and to pay perform and observe all the terms, conditions, covenants and obligations on the part of the Developer to be paid performed and observed;
- (xvii) the Developer shall be responsible from its own source to arrange all necessary finance and/or moneys as may from time to time be required for carrying out and completing the development of the Said premises and construction of the proposed new building.
- (xviii) The Developer shall construct, erect and complete the New Building within a period of 36 months from the date of sanctioned plan by Kolkata Municipal Corporation with a grace period of six months subject to Force Majeure

ARTICLE - XI - TOTAL DEVELOPMENT COSTS

- 11.1 The Developer shall solely be liable to incur, bear and pay the entirety of all pre- development and development costs including, without limitation, the items of costs and expenses listed below:
- (i) The costs and expenses incurred in obtaining vacant possession of the said premises from the existing tenants/occupants.
 - (ii) The costs of demolishing the existing structure on the said premises
 - (iii) the costs of obtaining of permissions, clearances, No objections, approvals and sanction(s) of plan in respect of the development (including fees of the architects, surveyors or consultants relating thereto) **TOGETHER WITH** planning and building regulation fees, fees payable to statutory undertakers and other fees necessary to secure all required consents and any costs in entering into and complying with any agreement or any legislature of similar nature;
 - (iv) the costs of investigations, surveys, and tests in respect of soil, drains, and structures;
 - (v) the costs to be incurred and/or payable to architects, surveyors, contractors, masons, mistris, engineers, quantity surveyors or others engaged in respect of the development work and/or construction of the new building;
 - (vi) all rates, water rates, or any other outgoings or impositions assessed in respect of the Said premises on the Owners of it in respect of the Development and all costs of construction of the new building;
 - (vii) the pre-development costs and all other sums required to be incurred, paid and spent by the Developer in relation to commencing, carrying out and completing the Development

work and construction of the proposed new building/housing project including providing of services thereat;

(viii) all costs and interests on the finance, which the Developer may avail for undertaking development work and/or construction of the proposed new building.

11.2. Notwithstanding anything to the contrary contained in this Agreement, it is agreed and made clear that the Owners will not be liable to contribute and pay towards the pre-development costs and/or the total development costs.

ARTICLE - XII - MUNICIPAL RATES AND TAXES

12.1 All Municipal rates, taxes and outgoings on the Said premises till the date of commencement of the construction of the new building shall be borne, paid and discharged by the Owners. However, in the event of any sum paid in excess by the Owners, the Owners shall be entitled to refund of the same.

12.2 From the date of commencement of the construction of the new building the Developer shall be liable for Municipal rates and taxes as also other outgoings in respect of the Said premises till such time the Building is ready for occupation, after which, the Parties and/or their respective transferees or nominees shall become liable and responsible for payment of Municipal rates and taxes and all other outgoings (collectively Rates) in the ratio of their respective allocation.

ARTICLE XIII - APPROVED PLANNING

13.1 Immediately after the execution of this Agreement or soon thereafter, the Developer shall cause a map or plan to be prepared for being submitted to The Kolkata Municipal Corporation and at or before submission of the said Plan to the authorities concerned for sanction, the Developer would make over a copy of the same to the Owners. In

the event of any of the Owners having any suggestions or suggesting any alterations to the Plan and if such suggestions are lawful and results in optimization of the constructed area or adds value to the project then and in that event such suggestions would be incorporated in the Plan.

- 13.2 All costs, charges and expenses for preparation of the said Plan including the architects fees and sanction fees shall be paid, borne and discharged by the Developer and in no event shall the Owners shall be liable to contribute any amount on this account. On sanction of the Plan, the Developer would furnish a certified copy thereof to the Owners.
- 13.3 The Architect to be appointed by the Developer may be substituted from time to time as the Developer in its absolute discretion may deem fit and proper.

ARTICLE - XIV - DEVELOPMENT

14. Upon sanction of the building Plan by The Kolkata Municipal Corporation and upon obtaining all other permissions by the authorities concerned and the Owners making available the vacant possession of the Said portion of the land under the occupation of the Owners and upon obtaining vacant possession of the portion of the said premises held in possession by the existing tenants and/or occupants, for carrying out the construction the Developer shall -
- (i) immediately commence and/or proceed diligently to execute and complete the development of the Said premises and construction of the new building and in this regard the Developer shall be entitled to demolish the existing building and/or structures standing thereon and all debris accruing there from shall belong to the Developer;
 - (ii) complete the development work and/or construction of the new building in a good and workmanlike manner and the same

by use of good quality materials and the same as per details and specifications mentioned in the **Third Schedule** hereunder written and/or as may be recommended by the Architect free from any latent or inherent defect;

- (iii) execute and complete the development work and construction of the new building in accordance with the approved plan and the same as per the Municipal Laws and building Rules and shall obtain all planning permissions which may be necessary and/or required and shall comply with the requirements of any statutory or other competent authority and the provisions of this Agreement;
- (iv) in connection with the development of the Said premises the Developer shall be entitled to appoint its own Occupational team for undertaking development of the Said premises;
- (v) The Developer shall take all necessary steps to enforce the due, proper and prompt performance and discharge by the other parties of their respective obligations under the building contract, any sub contracts or agreements with the Development and the appointments of the members of its Occupational Team and the Developer shall itself diligently observe and perform its obligations under the same;
- (vi) The Developer shall use all reasonable skill and care in relation to the development work and/or construction of the new building to the co-ordination management and supervision of the Building Contractor and the Occupational Team; to selection and preparation of all necessary performance specifications and requirements and to design of the Development for the purposes for which is to be used or specific;
- (vii) The approved plans shall be prepared competently and Occupationally so as to provide for a housing project free from any design defect and fit for the purpose for which is to be used;

- (viii) The Developer shall commence and proceed diligently to execute and complete the development of the Said Property and construction of the new building:-
- (a) in a good and workman like manner with good quality of materials of their several kinds free from any latent or inherent defect (whether of design, workmanship or materials);
 - (b) in accordance with the Approved Plans, Planning Permissions and all planning permissions which may be granted for the development, the consents, any relevant statutory requirement and building regulations, the requirements of any statutory or other competent authority and the provisions of this Agreement.
- (ix) The Developer shall use their best endeavors and cause the Development of the Said Property and construction of the new building strictly in accordance with the provisions of this Agreement.
- (x) The Developer shall start the foundation work, that is, commencement of work of the New Buildings at site within 90 (ninety) days from the date of receiving the final sanction of plans and all other permissions, sanctions, approvals and no objections required prior to commencement of construction and compliance of other obligations of the Owners under this agreement (commencement of construction) and the Developer shall construct, erect and complete the New Building within a maximum period of 36 (Thirty Six) months from the date of sanction of plan subject to force majeure, with a grace period of 6 (Six) months.
- (xi) The Developer shall, at its own costs and expenses and without creating any financial or other liability (save and except agreed

hereunder) on the Owners construct, erect and complete the New Building in pursuant to the plans to be sanctioned by sanctioning authorities and as per the specifications mentioned in the Third Schedule hereunder and/or as be recommended by the Architects from time to time.

ARTICLE - XV - CONSTRUCTION AND COMPLETION

- 15.1 Even though this Agreement is effective from the date of execution of this agreement, the work of construction will commence only after the plan is sanctioned by the authorities concerned and unless prevented by force majeure causes, the said Project shall be constructed erected and completed within a period of 36 (Thirty Six) months with a grace period of 6 (Six) months from the date of sanction of the said Plan (hereinafter referred to as the **COMPLETION DATE**).
- 15.2 In addition to the above, the Developer shall not be treated in breach of the performance of obligations if the Developer is prevented from proceeding with the work of construction by the circumstances amounting to Force Majeure as hereinafter stated.
- 15.3 The Developer shall be authorized at its own costs and in the names of the Owners in so far as is necessary to apply for and obtain building materials for the construction of the building and similarly to apply for and obtain temporary and permanent connection of water, electricity, power, drainage to the New Building and other inputs and facilities required for the construction or for better use and enjoyment of the new building/s for which purpose the Owners shall execute in favour of the Developer or its nominee or nominees a General Power of Attorney as shall be needed and/or required by the Developer.
- 15.4 The Developer shall at its own costs and expenses and without creating any financial and other liability on the Owners construct and complete the New Building and various units and/or apartments therein in accordance with the sanctioned plan and any amendment

thereto or modification thereof made or caused to be made by the Developer and in compliance with the Municipal Laws including the Building Rules and regulation of the Municipal Corporation.

- 15.5 All costs, charges and expenses including rates and taxes accruing due after the execution of this Agreement shall be paid borne and discharged by the Developer and the Owners shall bear no responsibility in this context.
- 15.6 The Developer shall solely and exclusively be responsible for the structural stability of the new building to be erected and further be liable for all actions, claims, actions and demands, which may arise due to deviation from the sanctioned plan and/or violation of Municipal Laws. The Developer shall strictly observe all required safety measures during carrying out the development work and/or construction of the new building.
- 15.7 The Developer shall duly comply with all statutory requirements as also to perform all statutory formalities as may from time to time be required for carrying out and completing the work of development of the Said premises and/or construction of the said proposed building.
- 15.8 The Developer hereby undertake to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the said new Building and/or buildings.
- 15.9 The Developer hereby undertakes to keep the Owners indemnified against all actions suits costs proceedings and claims that may arise out of the Developer's action with regard to the development of the Said premises and/or in the matter of construction of the said new building in deviation of the Plan and/or for any defect therein.
- 15.10 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise of the Developer, the Architect or their labourers or contractors, the same shall be on account of the Developer and the

Owners shall be fully absolved of any liability or claims thereof or there from.

- 15.11 The Developer shall provide necessary common parts, facilities and amenities including the water, drainage and sewerage connections at the new building for beneficial use and enjoyment of the units at the new building and the same as described in the Second Schedule hereunder written.
- 15.12 The Developer shall after having completed construction of the new building duly apply for and obtain necessary completion Certificate and/or occupation certificate from the concerned authority as may be required for the use and occupation of the units by the purchasers.

ARTICLE - XVI - CONTRIBUTION OF CHARGES
DEPOSITS AND ADVANCES

- 16.1 CHARGES - All agreements which are to be entered into for sale and transfer of the various units, showrooms, shop rooms apartments, constructed spaces and car parking spaces in the said housing project/new building, whether forming part of the Owners' Allocation or the Developer's Allocation shall provide for making payment of the following amounts and in the event of the Owners entering into agreement for sale of the Units and Spaces forming part of the Owners' allocation the Developer will be entitled to be paid by the Purchasers/Transferees of the under-mentioned amounts. The Developer shall also be entitled to be paid the under mentioned amounts by the intending purchasers in respect of the Developer's Allocation:
- (i) proportionate share of CESC Transformer charges/HT Services on actual;
 - (ii) proportionate share of Generator connection to the unit/showroom on actual;

- (iii) Any amount which may become payable in accordance with the prevailing laws and the rules framed thereunder on actual;
- (iv) Such charges as may be determined for formation of the and/or Association of Owners;
- (v) Service Tax or the Goods and services Tax which ever shall be applicable.
- (vi) Maintenance charges.

16.2 In addition to the above each of the Intending Purchaser of units at the new building in terms of the agreements to be entered into with them shall be liable to keep in deposit and/or make payment by way of advances the proportionate share of municipal rates taxes and other outgoings estimated for one year or until such time mutation is effected in the name of the Intending Purchasers.

16.3 The aforesaid charges are indicative and the parties hereto in consultation with each other may from time to time mutually agree in writing and/or decide to impose such further charges which are to be recovered and/or paid by the intending purchasers.

16.4 **SINKING FUND** - In addition to the above and in order to maintain decency of the said housing project to be constructed at the said Property and also for the purpose of making provision for any amount which may have to be incurred by way of capital expenditure each of the intending purchasers shall be liable to pay and/or to keep in deposit such amount which may be required to be paid as and by way of Sinking Fund and the amount to be paid on account of such Sinking Fund shall be mutually decided by the Owners and the Developer in consultation with each other.

As and when the Owners enter into any agreement for sale and transfer of the units, apartments, showrooms, constructed spaces and car parking spaces forming part of the Owners' Allocation they shall

obtain and/or insist upon payment of the amounts of Sinking Fund and Maintenance Deposit as stated hereinbefore, to be paid by the intending purchasers and shall make over the same to the Developer who in its turn after adjusting and appropriating the amounts incurred by it, shall make over the balance to the Association upon its formation.

- 16.5 The advertising and publicity cost shall be entirely borne by the Developer and the marketing cost (i.e. brokerage) for the Developer's allocation shall be borne by the Developer and the marketing costs (i.e. brokerage) for the Owners' allocation of the Project shall be borne by the Owners on actual basis.

ARTICLE - XVII - MAINTENANCE OF THE COMMON PARTS AND PORTIONS FORMING PART OF THE SAID PROJECT

17. The Developer jointly with the Owners shall frame necessary rules and regulations for the purpose of regulating the user of the various units of the said project also the common parts and essential services at the new building. Each of the intending buyers acquiring a unit/space in the said project shall be liable and agrees to observe such rules and regulations as shall be framed from time to time and shall also be liable to contribute the proportionate share on account of the maintenance charges to the association or to the Developer till such time the Association is formed.

ARTICLE - XVIII - FORCE MAJEURE

- 18.1 The Developer shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Developer to be performed and observed if it is prevented by any of the conditions herein below:

- (i) Fire;
- (ii) Natural calamity;

- (iii) Tempest;
- (iv) Declared and undeclared war, riot and civil commotion;
- (v) Any prohibitory order from the court, Kolkata Municipal Corporation and other Government authorities.
- (vi) Any relevant Government or Court orders with regard to the title of the Said Property affecting the construction of the Project.

18.2 The Developer shall intimate in writing to the Owners' representative in case of development works stopped or suspended due to any condition under Force Majeure which may affect the completion date of the project.

ARTICLE - XIX - OWNERS' OBLIGATIONS

19.1 The Owners have agreed:

- (i) To hand over the original title documents of the said premises to the Developer within a period of six (6) months from the date of execution of this agreement or within such time as may be mutually extended by the parties from time to time.
- (ii) To take appropriate steps including initiating legal proceeding against the said Madhukunj Construction Private Limited for obtaining the original title documents with regard to the said premises which was handed over to them at the time of execution of the development agreement dated 26th day of December 2014 and which the Owners are now entitled to get back since the said agreement has been terminated.
- (iii) To co-operate with the Developer in all respect for development of the said Properties in terms of this Agreement;

- (iv) To execute all deeds, documents and instruments as may be necessary and/or required from time to time in terms of this agreement;
- (v) To refund the security deposit to the Developer along with any other payment as and when made by the Developer on behalf of the Owners within the period as stipulated herein.

19.2 The Owners and/or their transferees shall be liable to make payment of all the taxes including the Goods and Service Tax as applicable related to the Owners' allocation from the date of obtaining Completion Certificate and notice of possession.

ARTICLE - XX- DEVELOPER'S INDEMNITY

- 20.1 The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act of commission or omission of the Developer in or relating to the construction of the said new Building.
- 20.2 The Developer hereby undertakes to keep the Owners indemnified and indemnifies the Owners against all actions suits costs proceedings and claims that may arise due to the Developer's action with regard to the development of the Said Property and/or in the matter of construction of the said new Building and/or for any defect therein;
- 20.3 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise any act of the Developer or their agents, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claim thereof or there from.
- 20.4 The Developer hereby undertakes that without prior written permission of the Owners, the Developer shall not be entitled in any

manner to assign and/or transfer this Development Agreement and/or rights under this Agreement to any one whosoever.

ARTICLE - XXI- OWNERS' INDEMNITY

21. The Owners shall indemnify and keep the Developer saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developer resulting from breach of this Agreement by the Owners and/ or arising from any successful claim by any third party for any defect in title of the Said premises.

ARTICLE - XXII - BREACHES

22. If the Owners fail to hand over the original title documents of the said premises to the Developer within the time period as specified hereinabove or fail to cause the Said Property to be vacated in the manner and within the time as hereinabove provided and the Developer is of the opinion that it is not viable to undertake development of the Said Property and in this regard the opinion of the Developer shall be final and binding then in that event the Developer shall be entitled to terminate, cancel and/or rescind this Agreement and claim refund of the amounts paid to the Owners along with an interest of 16% per annum and the Owners shall be liable to refund the said amount claimed along with interest within a period of fifteen days from the date of such termination. The Developer shall have a lien over the earmarked portion as aforesaid till the time the Owners refund the entire amount along with interest and in the event the Owners fail to refund the said amount along with interest within the said period the Developer shall be entitled to sell the said Earmarked portion at the prevailing market price to the intending purchasers and after adjusting the refundable amounts with interest from the sale proceeds shall pay the balance amount to the Owners.

- 22.1 Save as aforesaid none of the parties shall be entitled to cancel and/or rescind this agreement and that in the event of any breach on the part of either party (hereinafter referred to as the **DEFAULTING PARTY**) the other party shall be entitled to sue the defaulting party for specific performance of this agreement and for other consequential reliefs.
- 22.2 It is hereby made expressly clear that none of the parties shall be entitled to initiate any proceeding against the other without referring all such disputes and differences to arbitration as per Article 30 hereunder. The Owners hereby undertake not to do any act deed or thing which may hinder and/or bring to a standstill the work of development.

ARTICLE - XXIII - MUTUAL COVENANTS

- 23.1 It is hereby expressly made clear by and between the parties hereto that the whole object of the parties of entering into this agreement is the development of the Said Property by construction of new building and/or buildings thereon by the Developer and to sell and transfer the various units, apartments, showrooms constructed spaces and car parking spaces respectively forming parts of the Owners' allocation and the Developer's allocation in favour of various intending purchasers and as such the parties have agreed to render all possible co-operation and assistance to each other.
- 23.2 Neither of the Parties hereto shall do any act deed or thing which may be in contravention and/or violation of any of the terms and conditions herein contained and further to do all acts deeds and things as and when necessary and/or required for smooth implementation of this agreement.
- 23.3 The Owners agree and undertake not to do any act deed or thing which may cause hindrance or obstruction in the Developer undertaking the work of construction of the said new building and/or buildings in terms of this agreement. The Owners further agree and

undertake not to create any kind or charge and/or mortgage nor to lease out and/or let out and/or part with possession of the existing building and structures at the Said Property or any part thereof, without the consent of the Developer, in writing.

ARTICLE - XXIV - NEGATIVE COVENANTS

24. As and by way of negative covenant the Owners have assured and covenanted with the Developer as follows:
- (i) Not to enter into any agreement for sale transfer and/or development in respect of the Said Property. The Owners, however, shall be at liberty to sell, enter into Agreements for Sale and also to sell the units and portions forming part the Owners' allocation in the proposed new building.
 - (ii) Not to create any interest of any third party into or upon the said premises or any part or portion thereof. This will not however prevent the Owners from selling on Ownership or otherwise disposing of the units and other spaces forming part of the Owners' allocation in the new building;
 - (iii) Not to induct any tenant/occupant after execution of this Agreement but this will not prevent the Owners from inducting tenants and other occupiers in the Flats/units forming part of the Owners' allocation in the new building;
 - (iv) Not to do any act deed or thing which may be contrary or in violation of any of the terms and conditions of this agreement;
 - (v) To do all acts deeds and things as may be necessary and/or required from time to time.

ARTICLE XXV- MISCELLANEOUS

- 25.1 **RELATIONSHIP OF THE PARTIES** - The Owners and the Developer have entered into this agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the Owners and Developer or constitute an association of persons.
- 25.2 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owners of the Said Property or any part thereof to the Developer or as creating of any right, title or interest thereof of the Developer other than the License to the Developer to commercially develop the same in terms hereof and to deal with the Developers allocation in the new building in the manner as contained herein.
- 25.3 **NON WAIVER** - Any delay tolerated and/or indulgence shown by either party in enforcing the terms and conditions herein mentioned, such tolerance or indulgence shown shall not be treated or constructed as a waiver of any breach nor shall the same in any way prejudicially affect the rights of either party.
- 25.4 **ENTIRE AGREEMENT** - This agreement supersedes all representations, understandings, writings and/or correspondence made between the parties hereto prior to the date of execution of this agreement. Any addition, alteration or amendment to any of the terms mentioned herein shall not be capable of being enforced by any of the parties unless the same is recorded in writing and signed by both the parties. This agreement also supersedes all documents exchanged between the Owners inter- se in respect of the Said Property.
- 25.5 **COSTS** - Each party shall pay and bear its own costs in respect of their respective advocates and/or solicitor's fees. The Stamp Duty and Registration charges towards this agreement, supplementary agreement, power of attorney etc shall be paid borne and discharged by the Developer.

- 25.6 **NOTICES** - Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered or sent by speed post with recorded delivery any such notice, demand of communication shall, unless the contrary is proved, be deemed to have been duly served two days after dispatch of the same by Speed Post.
- 25.7 The time shall be the essence as regards the time and period mentioned herein and also the times and periods, which may be agreement between the parties are substituted or modified or extended.
- 25.8 If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 25.9 All municipal rates taxes and other outgoings (hereinafter referred to as the **Rates & Taxes**) payable in respect of the Said Property upto the date of execution of these presents shall be paid borne and discharged by the Owners and thereafter the same will be paid borne and discharged by the Developer until handing over of the Owners' Allocation.
- 25.10 No modifications, amendments or waiver of any of the provisions of this agreement shall be valid and effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto.
- 25.11 This Agreement shall be binding on the parties hereto and their respective successors and assigns.
- 25.12 In the event of any ambiguity or discrepancy between the provisions of this agreement and the articles, then it is the intention that the provisions of this agreement shall prevail and accordingly the parties shall exercise all voting rights and other rights and powers available

to them so as to give effect to the provisions of this Agreement and shall further, if necessary, procure any required amendment to the Articles.

25.13 Nothing contained in this agreement shall be deemed to constitute a partnership between the parties hereto nor shall constitute any party the agent of the other for any purpose.

25.14 Each party shall co-operate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably required for from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

ARTICLE - XXX - ARBITRATION

26.1 The parties as far as possible shall try to amicably resolve all disputes and differences which may arise but in the event of such differences and/or disputes are not amicably resolved then and in that event all disputes or differences between the parties hereto in any way touching or concerning this Agreement or as to the interpretation scope or effect of any of the terms and conditions herein contained or as regards the rights and liabilities of the parties hereto shall be referred to arbitration or an arbitral forum comprising of three persons (Tribunal) one to be appointed by each of the parties and the third to be appointed by the two Arbitrators appointed by the parties and the provision of the Arbitration and Conciliation Act, 1996 shall apply.

26.2 The Arbitral Tribunal shall be entitled to proceed summarily and need not give any reasons for its award. The venue of the Arbitration proceeding shall be at Kolkata. The Arbitral Tribunal may make interim Awards. The Award of the Arbitral Tribunal shall be final and binding.

ARTICLE - XXXI - JURISDICTION

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

THE FIRST SCHEDULE ABOVE REFERRED TO:
(THE SAID PROPERTY)

ALL THAT partly one storied and partly Asbestos roofed two storied building together with 8(eight) Cottahs 12(twelve) Chittacks and 38 (Thirty eight) Square Feet of land more or less situate and lying at being premises No.97A/1 and part 97B, Muktaram Babu Street, Police Station Jorasanko (now known as Girish Park), Post Office - Burrabazar, Ward No.41 of the Kolkata Municipal Corporation under Borough No. V, Kolkata 700 007 butted and bounded with

- On the North : By the premises No. 12 & 13 Pratap Ghosh Lane
On the South : By the premises No.177A, Chittaranjan Avenue
On the East : By the premises No.181, Chittaranjan Avenue
On the West : By the premises No. 77 & 69 Muktaram Babu Street

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID PREMISES)

ALL THAT the entire land comprising of Lot "A" containing an area of 7 cottahs 4 chittaks and 41 sq.ft. together with partly one storied and partly Asbestos roofed two storied building and Lot "B" containing an area of 1 Cottah 1 Chittak 17 sq.ft. equivalent to 72.649 sq.mtr (782 sq.ft.) together with Asebestos and RTR roof structures thereon admeasuring a total area of 8 Cotthas, 6 Chittak 13 sq.ft. more or less, lying situate at and being premises No. 97/1, Muktaram Babu Street Police Station Jorasanko (now known as

Girish Park), Ward No. 41 of the Kolkata Municipal Corporation under Borough No. V, Kolkata 700 007 as delineated in the map annexed hereto and butted and bounded with

- On the North : By the premises No. 12 & 13 Pratap Ghosh Lane
- On the South : By the premises No.177A, Chittaranjan Avenue
- On the East : By the premises No.181, Chittaranjan Avenue
- On the West : By the premises No. 77 & 69 Muktaram Babu Street

THE THIRD SCHEDULE ABOVE REFERRED TO
SPECIFICATION OF CONSTRUCTION

1	Specification of the structural Walls	The Building will be designed on R.C.C. structure. Outer wall -200mm, Thick walls between two flats - 125mm, Thick inner walls - 75mm.
2	Windows	All windows as per Architect's design including sliding and openable will be made of Aluminium/ Wood make, will be provided with best quality glass and all other necessary accessories.
3	Doors	All door frames will be of 1 st Class Season wood and all doors pallas will be of commercial ply (flush door) as per Architect's proposal.

4.	Door Fittings	<p>Main Door - Godrej standard Lock, Steel made Hazebolt, eyepiece, handle if necessary.</p> <p>Other Door - Godrei Standard Lock, door Buffer.</p> <p>Door stopper, handle if necessary, 8 Chitkanis Toilet & W.C. DOOR syntax Fiber door with frame</p>
5	Flooring	All floor will be Titles/Marble finish
6	Toilet	Toilet shall be finished with floor Tiles/Marble finish with 7' height with ceramic glazed tiles. Furnished with standard make fittings and fixtures like ceramic/ commode, one tap basin, shower with mixture
7	Kitchen	One cooking platform with marble, one steel sink with a tap, one water tap, flooring will be of floor tiles/marble finish.
8	Electrical:- Bedroom Living & Dinning Bathroom Balcony	<p>Electrical wiring will be concealed with modular type switches.</p> <p>Three Light points, One fan point, one A/C point, one TV & Telephone point.</p> <p>Three Light points, Two Fan point, One</p>

		TV point, One Telephone point, One 5 amp plug point One Light point. One Geyser point, One Exhaust Fan point. One Light point
9	Grill & Railing	Shall be fixed as per Architect's design and height of Railing shall be of 2'-6".
10	Exterior Finish	Outside wall of the Building shall be painted with weather coats. All exposed pipelines shall be painted with synthetic enamel colour.
11	Roof	Roof and open terrace will be finished with roof tiles/crazy /marble.

Extra Work

Any extra work other than standard specification shall be entertained and charged. At the rate as will be decided to the architect and engineer of the Developer before starting of execution of the said work. Outside contractor will not be allowed to execute the said extra work until the possession of the flats. Full payment for such extra work shall be made before the work is started or at the time of possession is handed over.

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

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

1. R. Bajpai
160 M.G. Road Kal-7 -

Bina Shukla

BINA SHUKLA

R. Bajpai
REKHA BAJPAI

Kaushal Shukla
KAUSHAL SHUKLA

2. Shashi Shukla
160 M.G. Road - Kal-700007

Kamal Kishore Shukla
KAMAL KISHORE SHUKLA

3. Riya Shukla
160 M.G. Road - Kolkata - 07

Rahul Shukla
RAHUL SHUKLA

Vinayak Shukla
VINAYAK SHUKLA

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

1. Shubhendra Bhattacharya
27/1 SAHAPUR (E) Block-K-near Alipore
KOL-700053

REGAL REALTY PRIVATE LIMITED

Arun Singh
Director

M/S. REGAL REALTY PRIVATE LIMITED

2. Nayan Singh
40, Aurobinda Sarani KOL-05.

Drafted by:
Sanchari Chakroborty
Sanchari Chakroborty
Advocate
Enrolment No. F/1511/1233 of 2009

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED of and from the within named the Developer the within mentioned sum of Rs.12,00,000/- (Rupees Twelve Lakh only) being the money payable under these presents for the Said Property mentioned in the First Schedule above, in the following manner:

Sl. No.	Bank	Amount (Rs.)
1.	Cheque being No. dated 15.06.2017 drawn on in favour of Sri Kamal Kishore Sukla	2,00,000.00
2.	Cheque being No. 687229 dated 26/07/17 drawn on IDBI Bank in favour of Smt. Bina Shukla	2,00,000.00
3.	Cheque being No. 687230 dated 26/7/17 drawn on IDBI Bank in favour of Smt. Rekha Shukla Baypai	2,00,000.00
4.	Cheque being No. 687231 dated 26/7/17 drawn on IDBI Bank in favour of Sri Kaushal Shukla	3,00,000.00
5.	Cheque being No. 687232 dated 26/7/17 drawn on IDBI Bank in favour of Sri Rahul Sukla	1,00,000.00
6.	Cheque being No. 687233 dated 26/7/17 drawn on IDBI Bank in favour of Sri Kamal Kishore Sukla	1,00,000.00
7.	Cheque being No. 687234 dated 26/7/17 drawn on IDBI Bank in favour of Sri Vinayak Sukla	1,00,000.00
Total:		12,00,000.00

(Rupees Twelve Lakh only)

Continued..

WITNESSES:

1. Mayank Singh.
40, Anubinda Sarani
Kolkata - 700005

बिना शुक्ला

BINA SHUKLA

R. Bajpai

REKHA BAJPAI

Kaushal Shukla

KAUSHAL SHUKLA

2. Shubhendu Bhattacharya
27/1 SAHAPUR (E) Block (K)
New Alipore.
Kolkata - 700053

Kamal Kishore Shukla
KAMAL KISHORE SHUKLA

Rahul Shukla

RAHUL SHUKLA

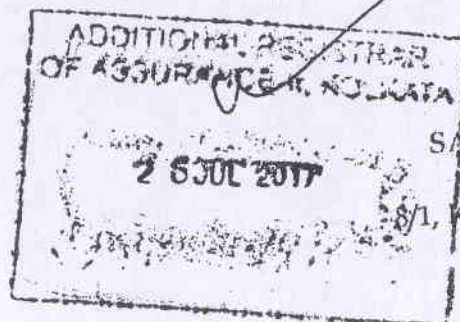
Vinayak Shukla
VINAYAK SHUKLA

Signatures of the Owners

DATED THIS DAY OF JULY, 2017

SMT. BINA SHUKLA & ORS.
AND
M/S. REALITY DEVELOPERS PRIVATE LIMITED

DEVELOPMENT AGREEMENT



SANCHARI CHAKROBORTY,
ADVOCATE,
8/1, KIRAN SHANKAR ROY ROAD,
KOLKATA - 700 001

SPECIMEN FORM FOR TEN FINGERPRINTS



Raymond R. Ruff

(Left Hand)				
(Right Hand)				



Dr. J. J. J. J.

(Left Hand)				
(Right Hand)				



R. Bay

(Left Hand)				
(Right Hand)				



James W. S. S.

(Left Hand)				
(Right Hand)				

SPECIMEN FORM FOR TEN FINGERPRINTS



Kamal Kishore Singh

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



Rahul Shukla

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



Vinayak Shukla

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

PHOTO

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

R. Bajpai
Vijayalakshmi Shukla
Hameel W. Shukla

Snells



101 C. R. AVENUE
III
S. I
12/20/62



Aayush Ringta

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

BINA SHUKLA
BACHAN SINGH TIWARI

20/05/1941

Permanent Account Number

EZRPS8130M

Signature



बिना शुक्ला

In case this card is lost / found, kindly inform / return to :
Income Tax PAN Services Unit, UTHITSL
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.

इस कार्ड के खोने/पाने पर कृपया सूचित करें/लौटाएं :
आयकर पैन सेवा यूनिट, UTHITSL
प्लॉट नं: 3, सेक्टर 11, सी.बी.डी. बेलपुर,
नवी मुंबई-400 614.

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

BINA SHUKLA
BACHAN SINGH TIWARI

20/05/1941

Permanent Account Number

EZRPS8130M

Signature



बिना शुक्ला

In case this card is lost / found, kindly inform / return to :
Income Tax PAN Services Unit, UTITSL
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.

इस कार्ड के खोने/पाने पर कृपया सूचित करें/लौटाएं :
आयकर पैन सेवा यूनिट, UTITSL
प्लॉट नं: ३, सेक्टर ११, सी.बी.डी. बेलपुर,
नवी मुंबई-४००, ६१४.



R. Bajpai

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
HXEPS9139G



नाम / Name
KAUSHAL SHUKLA

पिता का नाम / Father's Name
BALAK RAM SHUKLA

जन्म का तिथि / Date of Birth
15/05/1947

Kaushal Shukla
हस्ताक्षर / Signature



12042047

Kaushal Shukla

इस कार्ड के खोने / पाने पर कृपया सूचित करें। लौटाएं:
आयकर पैन सेवा इकाई, एन एस डी एल
5 वीं मंजिल, मन्त्री स्टर्लिंग, प्लॉट नं. 341, सर्वे नं. 997/8,
मॉडल कॉलोनी, दीप बंगला चौक के पास,
पुणे - 411 016.

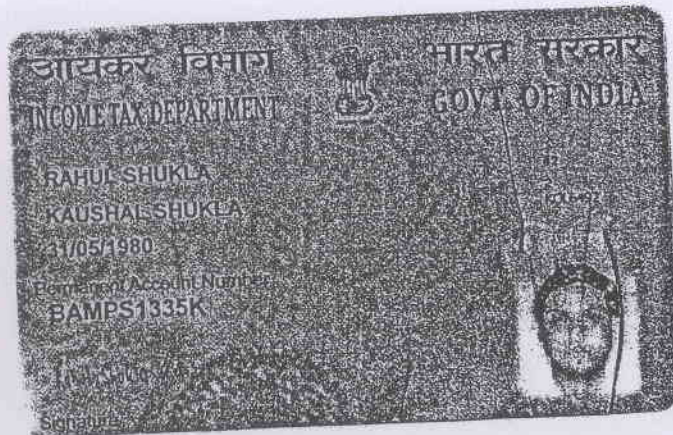
If this card is lost / someone's lost card is found,
please inform / return to:
Income Tax PAN Services Unit, NSDL
5th Floor, Mantri Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungalow Chowk,
Pune - 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: tininfo@nsdl.co.in

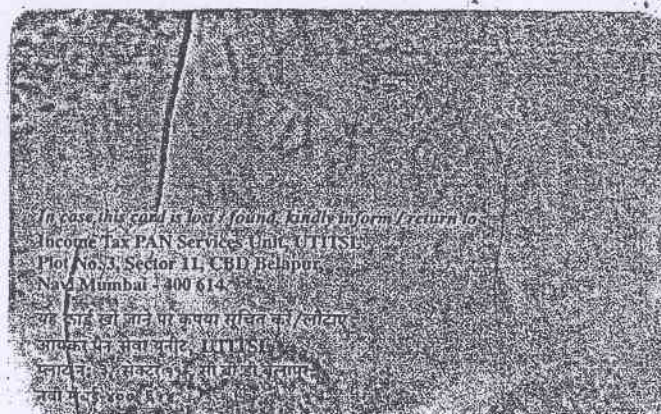
आयकर विभाग
INCOME TAX DEPARTMENT
KAMAL KISHORE SHUKLA
BALAK RAM SHUKLA
18/06/1953
Permanent Account Number
AIYPS3304F
Signature
भारत सरकार
GOVT. OF INDIA



Kamal Kishore Shukla



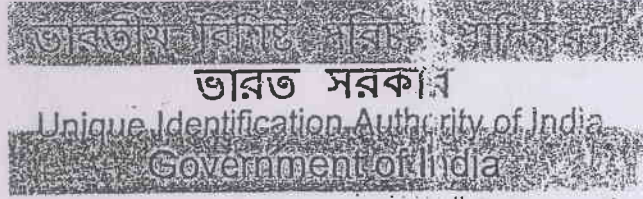
Rahul Shukla



आयकर विभाग INCOME TAX DEPARTMENT VINAYAK SHUKLA KAMAL KISHORE SHUKLA 12/11/1995 DOMESTIC COMPSTIC	भारत सरकार GOVT OF INDIA
---	-----------------------------

Vinayak Shukla.





আনিকাভুক্তির আই ডি / Enrollment No. : 1040/20499/36473

To
SUBHENDU BHATTACHARYA
সুভেন্দু ভট্টাচার্য
27/1
SAHAPUR COLONY
New Alipore
New Alipore, Kolkata
West Bengal - 700053

KL827769814FT
82776901



আপনার আধার সংখ্যা / Your Aadhaar No. :

5387 9114 0909

আধার - সাধারণ মানুষের অধিকার


ভারত সরকার
Government of India

সুভেন্দু ভট্টাচার্য
SUBHENDU BHATTACHARYA
 পিতা : সিদ্ধেশ্বর ভট্টাচার্য
 Father : Siddheswar Bhattacharya


 জন্মতারিখ/DOB: 10/01/1975
 লিঙ্গ / Male



5387 9114 0909

আধার - সাধারণ মানুষের অধিকার

Subhendu Bhattacharya

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

N: 19-201718-004281923-1

Payment Mode

Online Payment

BRN Date: 25/07/2017 13:50:56

Bank : IDBI Bank

BRN : 130674079

BRN Date: 25/07/2017 13:50:39

DEPOSITOR'S DETAILS

Id No. : 19020001064162/5/2017

[Query No./Query Year]

Name :

REGAL REALTY PRIVATE LIMITED

Contact No. :

Mobile No. : +91 9831801204

E-mail :

Address :

191, C.R.AVENUE, KOLKATA - 700007

Applicant Name : Mrs Sanchari Chakraborty

Office Name :

Office Address :

Status of Depositor :

Buyer/Claimants

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement
Payment No 4

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19020001064162/5/2017	Property Registration- Stamp duty	0030-02-103-003-02	70021
2	19020001064162/5/2017	Property Registration- Registration Fees	0030-03-104-001-16	12021

Total

82042

In Words :

Rupees Eighty Two Thousand Forty Two only

Major Information of the Deed

Deed No :	I-1902-02376/2017	Date of Registration	26/07/2017
Query No / Year	1902-0001064162/2017	Office where deed is registered	
Query Date	21/07/2017 6:27:04 PM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Sanchari Chakraborty High Court, Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9874490526, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 12,00,000/-]		
Set Forth value	Market Value		
	Rs. 18,38,19,433/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 12,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



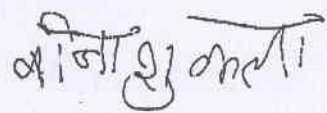
District: Kolkata, P.S:- Jorasanko, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Mukhtaram Babu Street, Road Zone : (C. R. Avenue Crossing -- Rabindra Sarani Crossing) , , Premises No. 97/1, Ward No: 41

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Commercial use		8 Katha 6 Chatak 13 Sq Ft		18,12,09,433/-	Property is on Road
Grand Total :					13.8485Dec	0/-	1812,09,433/-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	5800 Sq Ft.	0/-	26,10,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 5800 Sq Ft., Commercial Use, Cemented Floor, Age of Structure: 60 Years, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		5800 sq ft	0/-	26,10,000/-	

Land Lord Details :

Land Lord Details :				
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Fingerprint	Signature
	Smt Bina Shukla Wife of Late Ram Biswaas Shukla Executed by: Self, Date of Execution: 26/07/2017 , Admitted by: Self, Date of Admission: 26/07/2017 ,Place : Office			
		26/07/2017	LTI 26/07/2017	26/07/2017

160, Mahatma Gandhi Road, 3rd Floor, P.O:- Burrobazar, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700007 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: EZRPS8130M, Status :Individual, Executed by: Self, Date of Execution: 26/07/2017

, Admitted by: Self, Date of Admission: 26/07/2017 ,Place : Office

2

Name	Photo	Fingerprint	Signature
Smt REKHA BAJPAI Wife of Shri Prabhat Kumar Bajpai, Executed by: Self, Date of Execution: 26/07/2017 , Admitted by: Self, Date of Admission: 26/07/2017 ,Place : Office	 26/07/2017	 LTI 26/07/2017	R. Baspai 26/07/2017

160, Mahatma Gandhi Road, 3rd Floor, P.O:- Burrobazar, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700007 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: CMMPB3144C, Status :Individual, Executed by: Self, Date of Execution: 26/07/2017

, Admitted by: Self, Date of Admission: 26/07/2017 ,Place : Office



3

Name	Photo	Fingerprint	Signature
Shri KAUSHAL SHUKLA Son of Late Balak Ram Shukla Executed by: Self, Date of Execution: 26/07/2017 , Admitted by: Self, Date of Admission: 26/07/2017 ,Place : Office	 26/07/2017	 LTI 26/07/2017	Kaushal Shukla 26/07/2017

160, Mahatma Gandhi Road, 3rd Floor, P.O:- Burrobazar, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700007 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: HXEPS9139G, Status :Individual, Executed by: Self, Date of Execution: 26/07/2017

, Admitted by: Self, Date of Admission: 26/07/2017 ,Place : Office

4

Name	Photo	Fingerprint	Signature
Shri KAMAL KISHORE SHUKLA Son of Late Balak Ram Shukla Executed by: Self, Date of Execution: 26/07/2017 , Admitted by: Self, Date of Admission: 26/07/2017 ,Place : Office	 26/07/2017	 LTI 26/07/2017	Kamal Kishore Shukla 26/07/2017



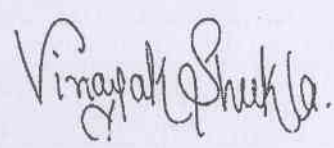
160, Mahatma Gandhi Road, 3rd Floor, P.O:- Burrobazar, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700007 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AIYPS3304F, Status :Individual, Executed by: Self, Date of Execution: 26/07/2017

, Admitted by: Self, Date of Admission: 26/07/2017 ,Place : Office

5

Name	Photo	Fingerprint	Signature
Shri RAHUL SHUKLA Son of Shri Kaushal Shukla Executed by: Self, Date of Execution: 26/07/2017 , Admitted by: Self, Date of Admission: 26/07/2017 ,Place : Office	 26/07/2017	 LTI 26/07/2017	Rahul Shukla 26/07/2017

Mohatma Gandhi Road, 3rd Floor, P.O:- Burrobazar, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700007 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BAMPS1335K, Status :Individual, Executed by: Self, Date of Execution: 26/07/2017, Admitted by: Self, Date of Admission: 26/07/2017, Place : Office



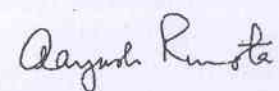


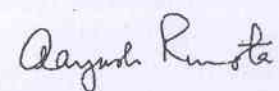


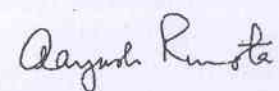
Name	Photo	Fingerprint	Signature
Mr VINAYAK SHUKLA Son of Mr KAMAL KISHORE SHUKLA Executed by: Self, Date of Execution: 26/07/2017 , Admitted by: Self, Date of Admission: 26/07/2017 ,Place : Office	 26/07/2017	 LTI 26/07/2017	 26/07/2017

160, Mohatma Gandhi Road, 3rd Floor, P.O:- Burrobazar, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700007 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: GCMPS7771C, Status :Individual, Executed by: Self, Date of Execution: 26/07/2017, Admitted by: Self, Date of Admission: 26/07/2017, Place : Office

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	M/S. REGAL REALITY PRIVATE LIMITED 191, Central Avenue, 4th Floor, P.O:- Burrobazar, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700007, PAN No.:: AAGCR5603P, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr AAYUSH RUNGTA (Presentant) Son of Mr ASHOK KUMAR RUNGTA Date of Execution - 26/07/2017, , Admitted by: Self, Date of Admission: 26/07/2017, Place of Admission of Execution: Office </td> <td>  Jul 26 2017 1:45PM </td> <td>  LTI 26/07/2017 </td> <td>  26/07/2017 </td> </tr> </tbody> </table> <p>191, Central Avenue, 4th Floor,, P.O:- Burrobazar, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700007, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No AFHPR2833J Status : Representative, Representative of : M/S. REGAL REALITY PRIVATE LIMIT (as Director)</p>	Name	Photo	Finger Print	Signature	Mr AAYUSH RUNGTA (Presentant) Son of Mr ASHOK KUMAR RUNGTA Date of Execution - 26/07/2017, , Admitted by: Self, Date of Admission: 26/07/2017, Place of Admission of Execution: Office	 Jul 26 2017 1:45PM	 LTI 26/07/2017	 26/07/2017
Name	Photo	Finger Print	Signature						
Mr AAYUSH RUNGTA (Presentant) Son of Mr ASHOK KUMAR RUNGTA Date of Execution - 26/07/2017, , Admitted by: Self, Date of Admission: 26/07/2017, Place of Admission of Execution: Office	 Jul 26 2017 1:45PM	 LTI 26/07/2017	 26/07/2017						

Identifier Details :

Name & address
Mr Shubhendu Bhattacharjee Son of Late Siddheswar Bhattacharjee 27/1, Sahapur East Block - K, P.O:- New Alipore, P.S:- New Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700053, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Identifier Of Smt Bina Shukla REKHA BAJPAI, Shri KAUSHAL SHUKLA, Shri KAMAL KISHORE SHUKLA, Shri RAHUL SHUKLA, Mr AAYUSH RUNGTA, Mr VINAYAK SHUKLA

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt Bina Shukla	M/S. REGAL REALITY PRIVATE LIMITED-2.76971 Dec
2	Smt REKHA BAJPAI	M/S. REGAL REALITY PRIVATE LIMITED-2.76971 Dec
3	Shri KAUSHAL SHUKLA	M/S. REGAL REALITY PRIVATE LIMITED-2.76971 Dec
4	Shri KAMAL KISHORE SHUKLA	M/S. REGAL REALITY PRIVATE LIMITED-2.76971 Dec
5	Shri RAHUL SHUKLA	M/S. REGAL REALITY PRIVATE LIMITED-2.76971 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Smt Bina Shukla	M/S. REGAL REALITY PRIVATE LIMITED-966.66666700 Sq Ft
2	Smt REKHA BAJPAI	M/S. REGAL REALITY PRIVATE LIMITED-966.66666700 Sq Ft
3	Shri KAUSHAL SHUKLA	M/S. REGAL REALITY PRIVATE LIMITED-966.66666700 Sq Ft
4	Shri KAMAL KISHORE SHUKLA	M/S. REGAL REALITY PRIVATE LIMITED-966.66666700 Sq Ft
5	Shri RAHUL SHUKLA	M/S. REGAL REALITY PRIVATE LIMITED-966.66666700 Sq Ft
6	Mr VINAYAK SHUKLA	M/S. REGAL REALITY PRIVATE LIMITED-966.66666700 Sq Ft

Endorsement For Deed Number : I - 190202376 / 2017

On 25-07-2017

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 18,38,19,433/-



Ashoke Kumar Biswas

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - II KOLKATA

Kolkata, West Bengal

On 26-07-2017

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

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

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

Presented for registration at 12:55 hrs on 26-07-2017, at the Office of the A.R.A. - II KOLKATA by Mr AAYUSH RUNGTA .

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

is admitted on 26/07/2017 by 1. Smt Bina Shukla, Wife of Late Ram Biswaas Shukla, 160, Mahatma Gandhi 3rd Floor, P.O: Burrobazar, Thana: Burrobazar, , Kolkata, WEST BENGAL, India, PIN - 700007, by caste , by Profession House wife, 2. Smt REKHA BAJPAI, Wife of Shri Prabhat Kumar Bajpai, 160, Mahatma Gandhi 3rd Floor, P.O: Burrobazar, Thana: Burrobazar, , Kolkata, WEST BENGAL, India, PIN - 700007, by caste , by Profession House wife, 3. Shri KAUSHAL SHUKLA, Son of Late Balak Ram Shukla, 160, Mahatma Gandhi Road, 3rd Floor, P.O: Burrobazar, Thana: Burrobazar, , Kolkata, WEST BENGAL, India, PIN - 700007, by caste Hindu, by Profession Business, 4. Shri KAMAL KISHORE SHUKLA, Son of Late Balak Ram Shukla, 160, Mahatma Gandhi Road, 3rd Floor, P.O: Burrobazar, Thana: Burrobazar, , Kolkata, WEST BENGAL, India, PIN - 700007, by caste Hindu, by Profession Business, 5. Shri RAHUL SHUKLA, Son of Shri Kaushal Shukla, 160, Mahatma Gandhi Road, 3rd Floor, P.O: Burrobazar, Thana: Burrobazar, , Kolkata, WEST BENGAL, India, PIN - 700007, by caste Hindu, by Profession Business, 6. Mr VINAYAK SHUKLA, Son of Mr KAMAL KISHORE SHUKLA, 160, Mohatma Gandhi Road, 3rd Floor, P.O: Burrobazar, Thana: Burrobazar, , Kolkata, WEST BENGAL, India, PIN - 700007, by caste Hindu, by Profession Business

Indetified by Mr Shubhendu Bhattacharjee, , , Son of Late Siddheswar Bhattacharjee, 27/1, Sahapur East Block - K, P.O: New Alipore, Thana: New Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700053, by caste Hindu, by profession Business

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

Execution is admitted on 26-07-2017 by Mr AAYUSH RUNGTA, Director, M/S. REGAL REALITY PRIVATE LIMITED, 191, Central Avenue, 4th Floor, P.O:- Burrobazar, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700007

Indetified by Mr Shubhendu Bhattacharjee, , , Son of Late Siddheswar Bhattacharjee, 27/1, Sahapur East Block - K, P.O: New Alipore, Thana: New Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700053, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 12,021/- (B = Rs 12,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 12,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/07/2017 1:50PM with Govt. Ref. No: 192017180042819231 on 25-07-2017, Amount Rs: 12,021/-, Bank: IDBI Bank (IBKL0000012), Ref. No. 130674079 on 25-07-2017, Head of Account 0030-03-104-001-16


Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 5,000/- by online = Rs 70,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 15625, Amount: Rs.5,000/-, Date of Purchase: 26/07/2017, Vendor name: MOUSUMI GHOSH

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/07/2017 1:50PM with Govt. Ref. No: 192017180042819231 on 25-07-2017, Amount Rs: 70,021/-, Bank IDBI Bank (IBKL0000012), Ref. No. 130674079 on 25-07-2017, Head of Account 0030-02-103-003-02


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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2017, Page from 79128 to 79195
being No 190202376 for the year 2017.



Digitally signed by ASHOKE KUMAR
BISWAS

Date: 2017.07.28 13:06:59 +05:30

Reason: Digital Signing of Deed.

Ashoke Kumar Biswas

(Ashoke Kumar Biswas) 28-07-2017 13:06:58
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.

(This document is digitally signed.)