

5480/23

I-5507/2023



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AP 147356

Certified that the document is admitted for Registration. The signature sheets and the endroesement sheets attached with the document are the part of this document.

[Signature]
District Sub-Register-II
Alipore, South 24-Parganas

DEVELOPMENT AGREEMENT

20 APR 2023

This Development Agreement ("Agreement") has been entered into at Kolkata on ~~20th~~ day of April, 2023

87083

Sold to	Carebrom TradeCom Pvt Ltd
Address	23, Manik Bandyopadhyay Sarani
Value	₹ 700000
30 MAR 2023	
L.S.V. High Court Abhijit Sen High Court, A.S	



District Sub Registrar-II Alipore, South 24 Parganas 20 APR 2023
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From Sale
S/O LT Jemil Saleh
Ghodh road Post Office St
Kolkata

AMONGST

(A) **CEREBRUM TRADECOM PRIVATE LIMITED** (PAN: AAEC9592L, CIN: U51909WB2012PTC185357), a company within the meaning of the Companies Act, 2013, having its registered office at 23, Manick Bandopadhyay Sarani, P.S. and P.O. Regent Park, Kolkata, Pin 700040 duly represented by its Authorised Signatory Mr. Anurag Jhunjunwala (PAN: AFJPJ1107M, Aadhaar No.: 588034160072, Mobile No.: 9830077823), son of Mr. Deepak Jhunjunwala, working for gain at 37C, Hindustan Road, Kolkata, P.S. Gariahat, P.O. Gariahat Market, Pin 700029 ("**Owner No. 1**"); (B) **INCEPTION TRADECOM PRIVATE LIMITED** (PAN:AADCI0225R, CIN:U51909WB2012PTC185381), a company within the meaning of the Companies Act, 2013, having its registered office at 23, Manick Bandopadhyay Sarani, Kolkata, P.S. and P.O. Regent Park, Pin 700040 duly represented by its Authorised Signatory Mr. Anurag Jhunjunwala (PAN: AFJPJ1107M, Aadhaar No.: 588034160072, Mobile No.: 9830077823), son of Mr. Deepak Jhunjunwala, working for gain at 37C, Hindustan Road, Kolkata, P.S. Gariahat, P.O. Gariahat Market, Pin 700029 ("**Owner No. 2**"); (C) **SKYGRAPH TRADECOM PRIVATE LIMITED** (PAN: AASCS4020P, CIN: U51909WB2012PTC188956), a company within the meaning of the Companies Act, 2013, having its registered office at 24, Hemant Basu Sarani, Mangalam Building, Block A, 5th Floor, Room No. 507, Kolkata, P.S. Hare Street, P.O. R.N. Mukherjee Road, Pin 700001 duly represented by its Director/Authorised Signatory Mr. Anurag Jhunjunwala (PAN: AFJPJ1107M, Aadhaar No.: 588034160072, Mobile No.: 9830077823), son of Mr. Deepak Jhunjunwala, working for gain at 37C, Hindustan Road, Kolkata, P.S. Gariahat, P.O. Gariahat Market, Pin 700029 ("**Owner No. 3**"); (D) **INBRED MERCHANTS PRIVATE LIMITED** (PAN: AADC11215P, CIN: U51909WB2012PTC189159), a company within the meaning of the Companies Act, 2013, having its registered office at 1/B, Nando Mullick Lane, Kolkata, P.S. Jorasanko, P.O. Beadon Street, Pin 700006 duly represented by its Authorised Signatory Mr. Anurag Jhunjunwala (PAN: AFJPJ1107M, Aadhaar No.: 588034160072, Mobile No.: 9830077823), son of Mr. Deepak Jhunjunwala, working for gain at 37C, Hindustan Road, Kolkata, P.S. Gariahat, P.O. Gariahat Market, Pin 700029 ("**Owner No. 4**"); (E) **ALPIC BUILDERS PRIVATE LIMITED** (PAN: AAECA4977D), CIN: U51109WB1996PTC078170), a company within the meaning of the Companies Act, 2013, having its registered office at 24, Hemant Basu Sarani, Mangalam Building, 5th Floor, Room No. 507, Kolkata, P.S. Hare Street, P.O. R.N. Mukherjee Road, Pin 700001 duly represented by its Authorised Signatory Mr. Anurag Jhunjunwala (PAN: AFJPJ1107M, Aadhaar No.: 588034160072, Mobile No.: 9830077823), son of Mr. Deepak Jhunjunwala, working for gain at 37C, Hindustan Road, Kolkata, P.S. Gariahat, P.O. Gariahat Market, Pin 700029 ("**Owner No. 5**"); (F) **GOLDBURN DEALCOM PRIVATE LIMITED** (PAN: AABCG0129L, CIN: U51109WB1994PTC066967), a company within the meaning of the Companies Act, 2013, having its registered office at 24, Hemant Basu Sarani, Mangalam Building, 5th Floor, Room No. 507, Kolkata, P.S. Hare Street, P.O. R.N. Mukherjee Road, Pin 700001, duly represented by its Authorised Signatory Mr. Anurag Jhunjunwala (PAN: AFJPJ1107M, Aadhaar No.: 588034160072, Mobile No.: 9830077823), son of Mr. Deepak Jhunjunwala, working for gain at 37C, Hindustan Road, Kolkata, P.S. Gariahat, P.O. Gariahat Market, Pin 700029 ("**Owner No. 6**"); (G) **SOMNATH CHAUDHURI** (PAN: ABVPC4736F, Aadhaar No.: 999025700741, Mobile No.: 9836298690), son of late Shakti Kumar Chaudhuri, by faith Hindu, by occupation service, residing at 23, Manick Bandopadhyay Sarani, Kolkata, P.S. and P.O. Regent Park, Pin, 700040 ("**Owner No. 7**"); (H) **ANKHI PATRA** wife of Mr. Nirmal Kumar Patra (PAN: BNYPP3594E, Aadhaar No.: 722201886173, Mobile No.: 9831026615), daughter of late Shakti Kumar Chaudhuri, by faith Hindu, by occupation homemaker, residing at 23, Manick Bandopadhyay Sarani, Kolkata, P.S. and P.O. Regent Park, Pin 700040 ("**Owner No. 8**"); and (I) **RAJASRI CHAKRABARTI alias RAJASREE CHAKRABARTI ALIAS RAJASHREE CHAKRABORTY** wife of Mr. Ajay Chakrabarty (PAN: APVPC1311A, Aadhaar No.: 854579832295, Mobile No.: 9674253445), daughter of late Shakti Chaudhuri, by faith Hindu, by occupation homemaker, residing at 23, Manick Bandopadhyay

Sarani, Kolkata, P.S. and P.O. Regent Park, Pin 700040 ("**Owner No. 9**"), hereinafter collectively referred to as the "**Owners**" (which term or expression shall unless executed by or repugnant to the context be deemed to mean and include their heirs, successors, successors in interest, executors, administrators, legal representatives and/or permitted assigns, as may be applicable) of the **FIRST PART**.

AND

SUPREMUS PROJECTS LLP (PAN: ACNFS0917M, LLPIN: AAC-0401), a limited liability partnership incorporated in terms of the Limited Liability Partnership Act, 2008, having its registered office at 37C, Hindustan Road, Kolkata, P.S. Gariahat, P.O. Gariahat Market, Pin 700029, duly represented by its designated partner Mr. Anurag Jhunjhunwala (PAN: AFJPJ1107M, Aadhaar No.: 588034160072, Mobile No.: 9830077823), son of Mr. Deepak Jhunjhunwala, working for gain at 37C, Hindustan Road, Kolkata, P.S. Gariahat, P.O. Gariahat Market, Pin 700029, hereinafter referred to as "**Supremus**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and/ or permitted assigns) of the **SECOND PART**

AND

PASARI PROMOTERS PRIVATE LIMITED (PAN: AABCP9425A, CIN: U70109WB1988PTC044788), a company within the meaning of the Companies Act, 2013, having its registered office at 35, Ballygunge Park, Kolkata, P.S. Karaya, P.O. Ballygunge, Pin 700019 duly represented by its Authorised Signatory Mr. Akshay Kumar Pasari (PAN: AKYPP3750A, Aadhaar No.: 994431225556, Mobile No.: 9830662503), son of Mr. Ashok Kumar Pasari, residing at 35, Ballygunge Park, Kolkata, P.S. Karaya, P.O. Ballygunge, Pin 700019, hereinafter referred to as the "**Developer**", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and/or assigns) of the **THIRD PART**.

The Owners, Supremus and the Developer are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS

- A. One Sarajubala Chaudhuri was the owner of land admeasuring 58 decimal together with structures standing thereon comprised in Premises No. 23, Manick Bandopadhyay Sarani (formerly known as Moore Avenue), Kolkata 700040, presently within the limits of Ward No. 97 of the KMC, Police Station Regent Park and Sub-Registration Office Alipore, District South 24-Parganas, ("**First Land Parcel**").
- B. Thereafter, the said Sarajubala Chaudhuri died intestate on 26 May 1981, leaving behind her 2 (two) sons namely Shakti Chaudhuri and Deb Kumar Chaudhuri and 6 (six) daughters namely Bani Chaudhuri, Alo Chaudhuri, Rupa Sen, Shyamali Bhalotia, Piku Ghosh and Chinu Gupta as her only legal heirs. Pursuant to the same, the aforesaid legal heirs of Sarajubala Chaudhuri collectively inherited and became owners of the First Land Parcel, each having undivided 1/8th (one eighth) share therein i.e. 7.25 decimal. The husband of the said Sarajubala Chaudhuri namely Babu Narendra Nath Chaudhuri predeceased her and died intestate on 26 February 1973.
- C. Subsequently, one of the daughters of Sarajubala Chaudhuri namely Chinu Gupta died intestate on 25 May 1985, leaving behind her only son Kushal Gupta as her legal heir.

Pursuant to the same, the said Kushal Gupta inherited and became the owner of Chinu Gupta's (i) undivided 1/8th (one eighth) share in the First Land Parcel i.e. 7.25 decimal; and (ii) undivided 1/9th (one-ninth) share of Bani Chaudhuri's 1/8th (one-eighth) undivided share in the First Land Parcel i.e. 0.80 decimal (as mentioned in Recital D below), collectively admeasuring 8.05 decimal in the First Land Parcel. The marriage of the said Chinu Gupta was dissolved on 25 February 1975 by a decree of divorce passed by the learned 12th Additional District Judge at Alipore in connection with MAT Suit No. 10 of 1975.

- D. Thereafter, one of the daughters of Sarajubala Chaudhuri namely, Bani Chaudhuri died unmarried and testate on 29 April 1997. By way of her last Will, the said Bani Chaudhuri devised *inter alia*, her undivided proportionate 1/8th (one eighth) share in the First Land Parcel i.e. 7.25 decimal in favour of her brothers and sisters in the following manner:

Sl. No.	Beneficiary	Share in 1/8 th of First Land Parcel	Area (In Decimal)
1.	Alo Chaudhuri	2/9 th	1.60
2.	Shyamali Bhalotia	2/9 th	1.60
3.	Rupa Sen, Piku Ghosh, Chinu Gupta, Shakti Chaudhuri and Deb Kumar Chaudhuri	5/9 th	4.02 (0.8 decimal each)

The Probate of the said Will of Bani Chaudhuri was obtained from Hon'ble High Court at Calcutta on 25 September 1998. Pursuant to the same, the aforesaid persons collectively became the owners of Bani Chaudhuri's undivided 1/8th (one eighth) share in the First Land Parcel i.e. 7.25 decimal, in the manner provided hereinabove.

- E. Thus, the said Alo Chaudhuri became the owner of (i) her undivided 1/8th share in the First Land Parcel i.e. 7.25 decimal; and (ii) her undivided 2/9th (two-ninth) share of Bani Chaudhuri's 1/8th (one-eighth) undivided share in the First Land Parcel i.e. 1.60 decimal, collectively admeasuring 8.85 decimal in the First Land Parcel.
- F. On the other hand, the said Rupa Chaudhuri became the owner of (i) her undivided 1/8th share in the First Land Parcel i.e. 7.25 decimal; and (ii) her undivided 1/9th (one-ninth) share of Bani Chaudhuri's 1/8th (one-eighth) undivided share in the First Land Parcel i.e. 0.80 decimal, collectively admeasuring 8.05 decimal in the First Land Parcel.
- G. Thereafter, one of the sons of Sarajubala Chaudhuri namely Shakti Chaudhuri died intestate on 27 December 1997, leaving behind his widow Madhuri Chaudhuri, his son Somnath Chaudhuri and 2 (two) daughters Ankhi Patra and Rajasri Chakrabarti as his only legal heirs. Pursuant to the same, the said Somnath Chaudhuri, Ankhi Patra and Rajasri Chakrabarti collectively inherited and became owners of Shakti Chaudhuri's (i) undivided 1/8th (one eighth) share in the First Land Parcel i.e. 7.25 decimal; and (ii) undivided 1/9th (one-ninth) share of Bani Chaudhuri's 1/8th (one eighth) undivided share in the First Land Parcel i.e. 0.80 decimal, collectively admeasuring 8.05 decimal in the First Land Parcel.
- H. Subsequently, the said Madhuri Chaudhuri, the wife of Shakti Chaudhuri, died intestate on 27 April 2005, leaving behind her only son Somnath Chaudhuri and 2 (two) daughters Ankhi Patra and Rajasri Chakrabarti as her only legal heirs. Pursuant to the same, the said Somnath Chaudhuri, Ankhi Patra and Rajasri Chakrabarti collectively inherited and became owners of Madhuri Chaudhuri's undivided 1/4th (one fourth) share of Shakti Chaudhuri's

aforesaid undivided share of 8.05 decimal in the First Land Parcel.

- I. Thereafter, one of the sons of Sarajubala Chaudhuri namely Deb Kumar Chaudhuri died testate on 31 May 2005. By way of his Will dated 26 November 2004, the said Deb Kumar Chaudhuri devised his (i) undivided $1/8^{\text{th}}$ (one eighth) share in the First Land Parcel, i.e., 7.25 decimal; and (ii) undivided $1/9^{\text{th}}$ (one ninth) share of Bani Chaudhuri's $1/8^{\text{th}}$ (one eighth) undivided share in the First Land Parcel i.e. 0.80 decimal, collectively admeasuring 8.05 decimal in the First Land Parcel jointly and equally in favour of his wife Swapna Chaudhuri and daughter Hasi Chaudhuri. The Probate of the said Will was obtained on 23 March 2006 from the Court of Ld. District Delegate at Alipore being Act No. 39 Case No. 77/2005 (P). Pursuant to the same, the said Swapna Chaudhuri and Hasi Chaudhuri, collectively became the owners of Deb Kumar Chaudhuri's undivided share of 8.05 decimal in the First Land Parcel.
- J. Thereafter, one of the daughters of Sarajubala Chaudhuri namely Piku Ghosh died intestate on 3 October 2008, leaving behind her only daughter Paroma Ghosh as her legal heir. Pursuant to the said Paroma Ghosh inherited and became owner of Piku Ghosh's (i) undivided $1/8^{\text{th}}$ (one eighth) share in the First Land Parcel, i.e., 7.25 decimal; and (ii) undivided $1/9^{\text{th}}$ (one ninth) share of Bani Chaudhuri's $1/8^{\text{th}}$ (one eighth) undivided share in the First Land Parcel i.e. 0.80 decimal, collectively admeasuring 8.05 decimal in the First Land Parcel. The husband of the said Piku Ghosh namely Dilip Ghosh predeceased her and died intestate 2 January 2008.
- K. Subsequently, one of the daughters of Sarajubala Chaudhuri namely Shyamali Bhalotia died intestate on 19 February 2009, leaving behind her only son Indrajit Bhalotia as her legal heir. Pursuant to the same the said Indrajit Bhalotia inherited and became owner of Shyamali Bhalotia's (i) undivided $1/8^{\text{th}}$ (one eighth) share in the First Land Parcel, i.e., 7.25 decimal; and (ii) undivided $2/9^{\text{th}}$ (two ninth) share of Bani Chaudhuri's $1/8^{\text{th}}$ (one eighth) undivided share in the First Land Parcel, i.e., 1.6 decimal, collectively admeasuring 8.85 decimal in the First Land Parcel.
- L. Pursuant to the above, the said Alo Chaudhuri, Rupa Sen, Kushal Gupta, Somnath Chaudhuri, Ankhi Patra, Rajasri Chakraborty, Swapna Chaudhuri, Hasi Chaudhuri, Paroma Ghosh and Indrajit Bhalotia collectively became the owners of the First Land Parcel, having undivided share therein as provided below:

Sl.No.	Name	Share in the First Land Parcel (In Decimal)
1.	Alo Chaudhuri	8.85
2.	Rupa Sen	8.05
3.	Kushal Gupta	8.05
4.	Somnath Chaudhuri	2.68
5.	Ankhi Patra	2.68
6.	Rajasri Chakrabarti	2.68
7.	Swapna Chaudhuri	4.03
8.	Hasi Chaudhuri	4.03
9.	Paroma Ghosh	8.05
10.	Indrajit Bhalotia	8.85

- M. Thereafter, by way of a letter dated 4 January 2014, the said Somnath Chaudhuri, Ankhi

Patra, Rajasri Chakrabarti, Swapna Chaudhuri and Hasi Chaudhuri have given a No Objection Certificate in favour of Alo Chaudhuri, Rupa Sen, Kushal Gupta, Paroma Ghosh and Indrajit Bhalotia to sell their collective undivided share in the First Land Parcel i.e. 41.85 decimal in favour of one Cerebrum Tradecom Pvt. Ltd, Inception Tradecom Pvt. Ltd., Skygraph Tradecom Pvt. Ltd. and Inbred Merchants Pvt. Ltd.

- N. Subsequently, by a Deed of Conveyance dated 1 February 2014, registered at the Office of the Additional District Sub-Registrar, Alipore, recorded in Book No. I, Volume No. 4, Pages 4588 to 4613, being Deed No. 1029 for the year 2014, the said Alo Chaudhuri, Rupa Sen, Kushal Gupta, Paroma Ghosh, Indrajit Bhalotia and one Murli Dhar Bhalotia sold, transferred and conveyed their collective undivided share in the First Land Parcel, i.e., 41.85 decimal together with a structure thereon admeasuring 10,112 square feet in favour of the one Cerebrum Tradecom Private Limited, Inception Tradecom Private Limited, Skygraph Tradecom Private Limited and Inbred Merchants Private Limited.
- O. Thereafter, by a Development Agreement dated 30 June 2014, registered at the Office of the Additional District Sub-Registrar, Alipore, recorded in Book No. I, Volume No. 22, Pages 1240 to 1262, being Deed No. 5241 for the year 2014, the said Swapna Chaudhuri and Hasi Chaudhuri appointed one Supremus Projects LLP for the purpose of development of their undivided share in the First Land Parcel, i.e., 8.05 decimal. Further, pursuant to the aforesaid Development Agreement, by way of a Power of Attorney dated 23 July 2014, registered at the Office of Additional District Sub-Registrar, Alipore, recorded in Book No. I, Volume No. 23, Pages 2497 to 2506, being No. 5536 for the year 2014, the said Hasi Chaudhuri and Swapna Chaudhuri appointed the said Supremus Projects LLP as their lawful attorney to take all necessary steps on their behalf for the purpose of the aforesaid development.
- P. Thereafter, by a Development Agreement dated 13 April 2015, registered at the Office of the Additional District Sub-Registrar, Alipore, recorded in Book No. I, Volume No. 13, Pages 3691 to 3726, being Deed No. 2834 for the year 2015, the said Ankhi Patra and Rajasri Chakrabarti appointed one Supremus Projects LLP for the purpose of development of their undivided share in the First Land Parcel, i.e., 5.36 decimal. Further, pursuant to the aforesaid Development Agreement, by way of a Power of Attorney dated 13 April 2015, registered at the Office of Additional District Sub-Registrar, Alipore, recorded in Book No. I, Volume No. 15, Pages 638 to 650, being No. 2835 for the year 2015, the said Ankhi Patra and Rajasri Chakrabarti appointed the said Supremus Projects LLP as their lawful attorney to take all necessary steps on their behalf for the purpose of the aforesaid development.
- Q. Thereafter, by a Development Agreement dated 17 December 2020, registered at the Office of the Additional District Sub-Registrar, Alipore, recorded in Book No. I, Volume No. 1605-2021, Pages 2571 to 2613, being Deed No. 3551 for the year 2020, the said Somnath Chaudhuri appointed one Supremus Projects LLP for the purpose of development of his undivided share in the First Land Parcel, i.e., 2.68 decimal. Further, pursuant to the aforesaid Development Agreement, by way of a Power of Attorney dated 17 December 2020 registered at the Office of Additional District Sub-Registrar, Alipore, recorded in Book No. I, Volume No. 1605-2021, Pages 2830 to 2850, being No. 3559 for the year 2020, the said Somnath Chaudhuri appointed the said Supremus Projects LLP as his lawful attorney to take all necessary steps on his behalf for the purpose of the aforesaid development.
- R. Thereafter, by a Deed dated 5 August 2021, registered at the Office of the Additional District Sub-Registrar, Alipore, recorded in Book No. I, being Deed No. 1748 for the year

2021, the said Swapna Chaudhuri, Hasi Chaudhuri and Supremus Projects LLP cancelled the aforesaid Development Agreement dated 30 June 2014, being Deed No. 5241 for the year 2014. Further, by a Deed dated 5 August 2021 registered at the Office of the Additional District Sub-Registrar, Alipore, recorded in Book No. IV, Volume No. 1605-2021, Pages 5078 to 5095, being Deed No. 231 for the year 2021, the said Hasi Chaudhuri and Swapna Chaudhuri revoked the aforementioned Power of Attorney dated 23 July 2014, being Deed No. 5536 for the year 2014.

- S. Subsequently, by a Deed of Conveyance dated 5 August 2021, registered at the Office of the Additional District Sub-Registrar, Alipore, recorded in Book No. I, Volume No. 1605-2021, Pages 85032 to 85076, being Deed No. 1991 for the year 2021, the said Swapna Chaudhuri and Hasi Chaudhuri sold, transferred and conveyed their undivided proportionate share in the First Land Parcel, i.e., 8.05 decimal together with a structure thereon admeasuring 300 square feet, in favour of the one Alpic Builders Private Limited and Goldburn Dealcom Private Limited, with Supremus Projects LLP being the confirming party.
- T. Thereafter, by a Deed dated ~~20.04.20~~ 20.04.23, registered at the office of ADSR, Alipore, recorded in Book No. ~~I~~ I, being Deed No. ~~0572~~ 0572 for the year 2023, the said Ankhi Patra and Rajasri Chakrabarti and Supremus Projects LLP cancelled the aforesaid Development Agreement dated 13 April 2015 being Deed No. 2834 for the year 2015. Further, by a Deed dated ~~20.04.20~~ 20.04.23 registered at the office of ADSR, Alipore, recorded in Book No. ~~IV~~ IV, being Deed No. ~~0073~~ 0073 for the year 2023, the said Ankhi Patra and Rajasri Chakrabarti revoked the aforementioned Power of Attorney dated 13 April 2015, being Deed No. 2835 for the year 2015.
- U. Thereafter, by a Deed dated ~~20.4.20~~ 20.4.23, registered at the office of ADSR, Alipore, recorded in Book No. ~~I~~ I, being Deed No. ~~0571~~ 0571 for the year 2023, the said Somnath Chaudhuri and Supremus Projects LLP cancelled the aforesaid Development Agreement dated 17 December 2020 being Deed No. 3551 for the year 2020. Further, by a Deed dated ~~20.04.20~~ 20.04.23, registered at the office of ADSR, Alipore, recorded in Book No. ~~IV~~ IV being Deed No. ~~072~~ 072 for the year 2023, the said Somnath Chaudhuri revoked the aforementioned Power of Attorney dated 17 December 2020, being Deed No. 3559 for the year 2020.
- V. - The aforesaid Development Agreements dated 13 April 2015 and 17 December 2020 were cancelled *vide* Deeds dated and respectively and the Development Powers of Attorney dated 13 April 2015 and 17 December 2020 were revoked *vide* Deeds dated ~~20.4.20~~ 20.4.23 and ~~20.04.20~~ 20.04.23 respectively, by the said Ankhi Patra, Rajasri Chakrabarti and Somnath Chaudhuri basis the understanding that Supremus Projects LLP shall be entitled to the Supremus' Allocation (as defined hereinafter) in terms of this Agreement in lieu of surrendering its development rights under the said Development Agreements dated 13 April 2015 and 17 December 2020 respectively, as well as on account of expenses incurred by it towards development of an area admeasuring 8.05 decimal out of the First Land Parcel.
- W. Pursuant to the above, the said Somnath Chaudhuri, Ankhi Patra, Rajasri Chakrabarti, Cerebrum Tradecom Private Limited, Inception Tradecom Private Limited, Skygraph Tradecom Private Limited, Inbred Merchants Private Limited, Alpic Builders Private Limited and Goldburn Dealcom Private Limited, collectively became the owners of the First Land Parcel having undivided share therein as provided below:

Sl. No.	Name	Share in the First Land Parcel (In Decimal)
1.	Cerebrum Tradecom Pvt. Ltd	10.47
2.	Inception Tradecom Pvt. Ltd.,	10.47
3.	Skygraph Tradecom Pvt. Ltd.	10.47
4.	Inbred Merchants Pvt. Ltd	10.47
5.	Ankhi Patra	2.683
6.	Rajasri Chakrabarti	2.683
7.	Somnath Chaudhuri	2.683
8.	Alpic Builders Pvt. Ltd.	4.025
9.	Goldburn Dealcom Pvt. Ltd.	4.025

- X. On the other hand, one Deb Kumar Chaudhuri was the owner of land admeasuring 12.38decimal together with structures standing thereon comprised in Premises No. 43, Manick Bandopadhyay Sarani (formerly known as Moore Avenue), Kolkata 700040within the limits of Ward No. 97 of the KMC, Police Station Regent Park and Sub-Registration Office Alipore, District South 24-Parganas, ("**Second Land Parcel**").
- Y. Thereafter, the said Deb Kumar Chaudhuri died testate on 31 May 2005. By way of his Will dated 26 November 2004, the said Deb Kumar Chaudhuri demised the Second Land Parcel jointly and equally in favour of his wife Swapna Chaudhuri and daughter Hasi Chaudhuri. The Probate of the said Will was obtained on 23 March 2006 from the Court of Ld. District Delegate at Alipore being Act No. 39 Case no. 77/2005 (P). Pursuant to the same, the said Swapna Chaudhuri and Hasi Chaudhuri, collectively became the owners of the Second Land Parcel.
- Z. Thereafter, by a Joint Development Agreement dated 3 July 2014, registered at the Office of the Additional District Sub-Registrar, Alipore, recorded in Book No. I, Volume No. 22, Pages 1263 to 1283, being Deed No. 5242 for the year 2014, the said Swapna Chaudhuri and Hasi Chaudhuri appointed one Plain Tradecom Private Limited for the purpose of proposed development of the Second Land Parcel. Further, pursuant to the aforesaid Development Agreement, by way of a Power of Attorney 23 July 2014 registered at the Office of Additional District Sub-Registrar, Alipore, recorded in Book No. I, Volume No.23, Pages 2507 to 2516, being No. 5537 for the year 2014, the said Hasi Chaudhuri and Swapna Chaudhuri appointed the said Plain Tradecom Pvt. Ltd as their lawful attorney to take all necessary steps on their behalf for the purpose of the aforesaid development.
- AA. Subsequently, by a Deed dated 5 July 2021, registered at the Office of the Additional District Sub-Registrar, Alipore, recorded in Book No. I, Volume No. 1605-2021, Pages 96726to 96749, being Deed No. 1749 for the year 2021, the said Swapna Chaudhuri, Hasi Chaudhuri and Plain Tradecom Private Limited cancelled the aforesaid Joint Development Agreement dated 3 July 2014, being Deed No. 5242 for the year 2014. Further, by a Deed dated 5 August 2021 registered at the Office of the Additional District Sub-Registrar, Alipore, recorded in Book No. IV, Volume No. 1605-2021, Pages 5096 to 5113, being No. 232 for the year 2021, the said Hasi Chaudhuri and Swapna Chaudhuri revoked the said Power of Attorney dated 23 July 2014, being No. 5537 for the year 2014.

- BB. Thereafter, by a Deed of Conveyance dated 5 August 2021, registered at the Office of the Additional District Sub-Registrar, Alipore, recorded in Book No. I, Volume No. 1605-2021, Pages 84990 to 85031, being Deed No. 1990 for the year 2021, the said Swapna Chaudhuri and Hasi Chaudhuri sold, transferred and conveyed the Second Land Parcel in favour of the one Alpic Builders Private Limited and Goldburn Dealcom Private Limited, with Plain Tradecom Private Limited being the confirming party.
- CC. Pursuant to the above, the said Alpic Builders Private Limited and Goldburn Dealcom Private Limited, collectively became the owners of the Second Land Parcel each having a share of 6.19 decimal therein.
- DD. Thereafter, by a Deed of Exchange dated 23 February 2022 registered at the Office of the District Sub-Registrar III, South 24 Parganas, recorded in Book No. I, Volume No. 1603-2022, Pages 116892 to 116939, being Deed No. 3001 for the year 2022, the present owners of the First Land Parcel as mentioned in Recital W above, sold, transferred and conveyed in favour of the present owners of the Second Land Parcel, as mentioned in Recital CC above, 1% (one percent) undivided and un-demarcated share in the First Land Parcel i.e. 0.58 decimal and in exchange of the same, the said present owners of the Second Land Parcel sold, transferred and conveyed in favour of the said present owners of the First Land Parcel 1% (one percent) undivided and un-demarcated share in the Second Land Parcel i.e. 0.123 decimal.
- EE. Thus, in the aforesaid manner, the First Land Parcel and Second Land Parcel was collectively owned by (i) Cerebrum Tradecom Private Limited; (ii) Inception Tradecom Private Limited; (iii) Skygraph Tradecom Private Limited; (iv) Inbred Merchants Private Limited; (v) Ankhi Patra; (vi) Rajasri Chakrabarti; (vii) Somnath Chaudhuri; (viii) Alpic Builders Private Limited; and (ix) Goldburn Dealcom Private Limited (“Owners”) having undivided share therein as provided below:

Sl.No.	Name of Owner	Ownership in First Land Parcel (in Decimal)	Ownership in Second Land Parcel (in Decimal)	Ownership in Subject Property (in Decimal)
1.	Cerebrum Tradecom Private Limited	10.406	0.014	10.42
2.	Inception Tradecom Private Limited	10.406	0.014	10.42
3.	Skygraph Tradecom Private Limited	10.406	0.014	10.42
4.	Inbred Merchants Private Limited	10.406	0.014	10.42
5.	Ankhi Patra	2.619	0.014	2.633
6.	Rajasri Chakrabarti	2.619	0.014	2.633
7.	Somnath Chaudhuri	2.619	0.014	2.633
8.	Alpic Builders Private Limited	4.245	6.144	10.389
9.	Goldburn Dealcom Private Limited	4.245	6.144	10.389

- FF. Pursuant to the application made by the Owners, the KM Chas duly amalgamated the First

Land Parcel and the Second Land Parcel resulting in a piece and parcel of land admeasuring 70.38 (seventy point three eight) decimal situated at and being Premises No. 23, Manick Bandopadhyay Sarani, Kolkata 700040, more fully described in the **Schedule I** hereunder written and delineated in the plan annexed hereto as the **Annexure** to this Agreement and bordered in the colour Red ("**Subject Property**").

GG. The Owners, being desirous of commercially exploiting the Subject Property, have approached the Developer for undertaking the development of the Project (as defined hereinafter) over the Subject Property and the Developer has agreed to undertake the development of the Project pursuant to the grant of Development Rights (as defined hereinafter) by the Owners; and

HH. For the purpose of undertaking the Project, the Owners and the Developer have agreed to execute this Agreement in order to set out their mutual rights and obligations for undertaking the Project.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement, the Parties, with the intent to be legally bound hereby, covenant and agree as follows:

1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1. Definitions

In addition to the terms defined in the introduction to, recitals of and the body of this Agreement, whenever used in this Agreement, unless repugnant to the meaning or context thereof, the capitalised terms used in this Agreement shall have the meaning attributed to them as under:

"Agreement"	shall mean this development agreement with the recitals, schedules and annexures attached hereto, as amended, supplemented or replaced or otherwise modified from time to time, and any other document which amends, supplements, replaces or otherwise modifies this agreement;
"Affiliate"	shall mean with respect to any Person, any other Person directly or indirectly Controlling, Controlled by or under common Control with such Person.
"Allottee"	shall mean the ultimate third party purchaser/lessee/transferee to whom any Saleable Area is proposed to be Transferred;
"Applicable Law"	shall mean any statute, law, regulation, ordinance, rule, judgement, order, decree, bye-law, approval of any Governmental Authority, directive, guideline, policy, requirement or other governmental restriction or any similar

form of decision of or determination by, or any interpretation having the force of law of any of the foregoing by any Governmental Authority having jurisdiction over the matter in question, in effect at the relevant time in India;

"Applicable Permits"

shall mean any and all approvals, authorisations, licenses, permissions, consents, no-objection certificates to be obtained by the Developer in the name of the Owners, wherever is possible (including, for the avoidance of doubt, the Building Plan and all approvals required in connection with or pursuant to the Building Plan) for the commencement of the development of the Project (defined below) on the Subject Property, including without limitation, commencement certificate, completion certificate/occupancy certificate, intimation of approval in writing, all other approvals and/or permission from any Governmental Authorities required in connection with the Project;

"Built-Up Area" or "B.U.A."

shall, in relation to the Unit mean the net usable floor area of the Unit, including the thickness of the external walls, with the walls common with Common Areas being considered in full and walls common with other Units being considered as half and shall include balconies or verandahs;

"Building Plan"

shall mean the sanctioned building plan and layout plan in respect of the First Land Parcel bearing no. 2021100195 dated 15 March 2022 issued by the KMC, as revised or caused to be revised by the Developer in respect of the Subject Property and the Project, and shall include any modifications, alterations, amendments, additions or deletions as may be done thereto from time to time by the Developer at its sole and absolute discretion and in terms of the Applicable Law;

"Common Areas"

shall include the areas, installations and facilities as may be expressed or intended by the Developer for common use of the Allottees and/or for sections of Allottees on phase-wise, block-wise, user-wise or other basis and in such manner and to such extent as the Developer may deem fit and proper, but shall exclude the

Signage Spaces to be reserved for and use by the Developer;

"Common Expenses"

shall include all costs and expenses for the maintenance, guarding and management of the Common Areas and/or Project including the proportionate share of the municipal rates and taxes, commercial surcharge, land revenue and cost and expenses for transfer in respect of the Common Areas, each as determined and allocated as such by the Developer, at its sole and absolute discretion;

"Control"

together with its grammatical variations, when used with respect to any Person, shall include the right to appoint majority of the directors or designated partners or to control the management or policy decisions exercisable by a Person or Persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders'/ partnership agreements or voting agreements or in any other manner;

"Corporate Owners"

shall mean the Owner No. 1, Owner No. 2, Owner No. 3, Owner No. 4, Owner No. 5 and Owner No. 6;

"Development Cost"

shall include the following:

- (a) The costs of obtaining Applicable Permits in respect of the development together with other costs and fees necessary to secure all required consents and any costs in entering into and complying with any agreement or any statute, to the extent incurred by the Developer;
- (b) The costs of investigations, surveys, and tests in respect of soil, drains, structures and rights of light;
- (c) The costs to be incurred and/or payable to architects, surveyors, engineers, quantity surveyors or others engaged in respect of the development of the Project;
- (d) All rates, water rates, or any other outgoings or impositions lawfully assessed in respect of the Project or the Subject

Property on and from the Effective Date;

- (e) All other sums properly expended or incurred by the Developer in relation to carrying out the completion of the Project;
- (f) All costs and interests and other finance costs payable by the Developer for undertaking development; and
- (g) Goods and Services Tax and such other applicable taxes payable by the Developer for undertaking construction/development work, if any as per Applicable Law.

"Development Rights"

in the context of the Subject Property and subject to the other terms and conditions of this Agreement and without making the Owners and Supremus liable and responsible for the same in any manner whatsoever, shall mean and include (i) planning, designing, development, construction, marketing of the Project; and (ii) to the extent of the Developer's Allocation, the right of Transfer of the Units or commercial exploitation of development rights of the Subject Property and/or of the Project, and all rights, interests and privileges therein and the constructions thereon, which rights, interest and privileges shall include without limitation, *inter alia*, the right to:

- (a) enter into, deal, take and retain continuous unhindered, unimpeded, unrestricted, unconditional (except for the conditions specified in this Agreement), peaceful access to, possession, quiet enjoyment of and physical control of the Subject Property and/or the Project or any part thereof;
- (b) commercially exploit the Subject Property by way of execution and implementation of the Project thereon, and to deal with, develop, construct, market, sell and dispose-off the Developer's Allocation in any manner whatsoever, and to have all benefits, entitlements and obligations of the development of the Project;
- (c) determine the nature and design of the

Project as also the mode and manner of execution and implementation thereof;

- (d) not allow any Person to encroach into or upon the Subject Property or any part or portion thereof and take all steps as may be required for removing trespassers, unauthorised occupants and/or tenants from the Subject Property;
- (e) prepare and make necessary applications to the relevant Government Authorities and/or other bodies/authorities and/or revise, modify or amend applications, with the assistance of the Owners, as may be determined by the Developer from time to time at its sole discretion, for the smooth execution and implementation of the Project, and to acquire relevant approvals for the development of the Project including for procuring cement, steel and other building materials, if any and to carry out and comply with all the conditions contained in the approvals as may be obtained from time to time;
- (f) prepare and/or cause to be prepared any plan(s) of the proposed building(s) to be constructed on the Subject Property or any part thereof and make such modifications, revisions, additions, alterations thereto as the Developer may deem fit and proper, provided however, in the event such modifications, revisions, additions, alterations alters the Saleable Area of the Project then such modifications, revisions, additions, alterations shall happen only after obtaining prior written consent from the Owners and Supremus;
- (g) make necessary applications for the approval, sanction, modifications, revisions, additions, alterations of the Building Plan and sign, execute and deliver all writings, undertakings and agreements as may be necessary in connection with the aforesaid;
- (h) appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, consultants, agencies, service

- providers, labour, workmen, personnel (skilled and unskilled) and other Person or Persons in connection with the execution and implementation of the Project and to pay the wages, remuneration, salary, consultancy charges and professional fees of such Persons as may be decided by the Developer, without making the Owners and Supremus liable and responsible for the same in any manner whatsoever;
- (i) make applications to all the concerned Governmental Authorities and/or other bodies/authorities for obtaining connections of water, electricity and all other utilities and infrastructure facilities and related work/ development for the Project;
 - (j) construct internal roads, drainage facilities, water supply facilities, sewage disposal facilities, electricity supply lines etc.;
 - (k) carry out (i) the marketing of the entire Project, (ii) sales of the Saleable Area and/or any part or portion thereof which forms part of the Developer's Allocation; and (iii) Transfer and/or creation of any manner of interest over/in respect of the various areas comprising the Project including any and all Saleable Area and land within the Project (whether identified or an undivided share), at such prices, on such terms and conditions and in favour of such Persons as the Developer may determine in accordance with the provisions of Clause 8.1.1 of this Agreement;
 - (l) to launch the Project, and undertake booking of the Unit(s), collect / receive advances from the customers in respect of sale of the Saleable Areas forming part of the Developer's Allocation and to exercise full, free, uninterrupted, unfettered, exclusive development and marketing rights, in respect of the Project and to sell, convey and otherwise transfer, dispose of, and in any other mutually agreed manner alienate, deal with, assign, lease, grant licenses etc. and/or create third party rights

over/in/in respect of any Saleable Area and/or development made on the Subject Property and/or undivided interest in the Subject Property to the extent of Developer's Allocation, in such manner as the Developer may deem fit and proper and to execute all agreements, deeds, documents in respect thereof, receive and appropriate the proceeds and/or any other consideration and/or all the revenues generated therefrom/in respect thereof and give receipts and hand over ownership, possession, use or occupation of the Saleable Area of the Project (pertaining to Developer's Allocation), to the Allottee(s) of the Unit(s) forming part of the Developer's Allocation;

- (m) ask for, receive and recover from the Allottees all consideration, charges, rents, premiums, deposits, service charges and other taxes and sums of moneys in respect of the Units and all Saleable Areas in the Project forming part of the Developer's Allocation and grant valid and effectual receipts with respect thereto;
- (n) mortgage, create any charge or lien, hypothecate, assign or otherwise Encumber the Developer's Allocation in the Project and/ or the Subject Property and/or receivables from the Saleable Area forming part of the Developer's Allocation and/ or any part thereof including the built-up superstructure on the Subject Property forming part of the Developer's Allocation and/or on the building and other constructions/improvements constructed/made on the Subject Property, proportionate to the Developer's Allocation together with proportionate rights, title, interest, benefits there into obtain financial assistance from any banks or financial institutions solely for the purpose of execution and implementation of the Project and for no other projects;
- (o) own the building, constructed areas/premises and developments, improvements on the Subject Property, to

the extent the same forms part of the Developer's Allocation and to take appropriate actions, steps and seek compliances, approvals and exemptions under the provisions of the Applicable Law;

- (p) secure the occupancy certificate/completion certificate, approvals, certificates, consents relating to fire, sewage, airport clearance (if required), environmental clearance (if any) and all other certificates/approvals/ licenses/ consents required for the execution, implementation and completion of the Project or any part thereof;
- (q) develop the Project under the brand name of the Developer and/or any of its constituents and/or associates/Affiliates, as the Developer may determine at its discretion and to display and advertise the name, brand name etc. of the Developer and/or any of its associates/Affiliates at the location of the Subject Property;
- (r) establish such new entity or entities as the Developer may determine to assume the obligations, liabilities and costs connected with the management and maintenance of the Subject Property and/or entrust/assign/transfer/delegate all or any rights of maintenance of the Project, obligations, liabilities and costs to such entities as may be determined by the Developer and to retain all benefits, consideration accruing from such maintenance of the Project;
- (s) assign its benefits, rights, entitlements and interest as contained herein (in whole or in part), in respect of the Project and Subject Property in favour of any Person, including its Affiliates, upon prior written permission from the Corporate Owners and Supremus;
- (t) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with the marketing, leasing, licensing or sale of the Saleable Area

pertaining to the Developer's Allocation to be constructed on the Subject Property as envisaged herein and appear before the jurisdictional Sub-Registrar towards registration of the documents at its own cost and expenses;

- (u) do any other acts as may be required to ensure the timely execution and smooth completion and operation of the Project and those incidental and/or related to any of the rights stated herein but, in all cases, subject to the provisions and limitations contained in this Agreement.

"Effective Date"

shall mean the date of execution of this Agreement;

"Encumbrance"

shall mean any mortgage, pledge, equitable interest, hypothecation, encumbrance, title defect, title retention agreement, assignment by way of security, conditional sales contract, lien, charge, interest, option, *lis pendens*, liabilities, claims, demands, prohibitions, wakfs, debutors, trusts, occupants, tenancies, *thika* tenancies, leases, trespassers, encroachments, vestings, acquisitions, requisitions, attachments, alignments, dispute, litigation, third party claims etc., whatsoever or howsoever, commitment, restriction or limitation of any nature including restriction on use, Transfer or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same and "Encumber" shall be construed accordingly;

"Extras and Deposits"

shall mean the extra amounts and deposits paid by and/or the reimbursements received from an Allottee by the Developer (each together with the applicable Taxes) in respect of the Owners' Allocation, Supremus' Allocation and Developer's Allocation, *inter alia* towards any costs, charges, fees, expenses etc., each together with the charges and expenses and taxes allied/related thereto, including GST (as may be applicable), towards several

heads/accounts including those detailed in **Schedule IV** hereunder written, each as determined by the Developer at its sole and absolute discretion;

"Force Majeure"

shall mean any event or circumstance or combination of events and circumstances set out hereunder and the consequence(s) thereof which affect or prevent the Developer from performing its obligations in whole or in part under this Agreement and which event or circumstance is beyond the reasonable control and not arising out of the fault of the Developer. Such events or circumstances include:

- (a) Acts of God or natural disasters beyond the reasonable control of the Developer which could not reasonably have been expected to occur, including but not limited to storm, cyclone, typhoon, hurricane, flood, landslide, drought, lightning, earthquakes, volcanic eruption, fire, pandemic, epidemic, lockdown or restrictive actions imposed by Governmental Authorities;
- (b) Strikes or boycotts or other industrial action or blockade or embargo or any other form of civil disturbances;
- (c) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action, nuclear blast/explosion, sabotage or civil commotion;
- (d) Any local disturbances, of howsoever nature arising out of any act or omission on the part of any Governmental Authority affecting the development and construction of the Project; or
- (e) The effect arising out of such Force Majeure events.

"Governmental Authority"

shall mean the Government of West Bengal or any semi-governmental, administrative, fiscal, judicial or quasi-judicial body, local body/department, commission, authority, tribunal, agency or entity exercising powers

	conferred by Applicable Law;
"GST"	shall mean Goods and Services Tax;
"KMC"	shall mean Kolkata Municipal Corporation;
"Outgoings"	shall mean all rates, taxes, assessments, property tax and all other outgoings by whatsoever name called, payable in respect of the Subject Property, each together with interest and penalty thereon, if any;
"Project"	shall mean the development proposed to be carried out by the Developer of building/buildings on the Subject Property comprising one or more of several components, including but not restricted to residential and/or such other components as may be determined by the Developer, the proportion and/or area of each such component, manner of and phases of development to be determined by the Developer, including but not limited to the construction and development of all requisites/components of the Project together with development of all Common Areas, as determined by the Developer, in accordance with the Building Plan, from time to time. It is clarified that the Project shall include the built-up area, utilities, common facilities and other infrastructure facilities on the Subject Property. All the above shall be deemed to constitute the Project as a whole and any reference to the term "Project" shall comprise all or any of the activities listed above;
"RERA"	shall mean the Real Estate (Regulation and Development) Act, 2016 read with West Bengal Real Estate (Regulation and Development) Rules, 2021, as may be amended, varied or superseded from time to time;
"Saleable Area(s)"	shall include Units (being residential units and other constructed spaces), terraces attached to residential units servant quarters, covered car parking spaces, and other areas comprised in the Project capable of being Transferred independently or as appurtenant to any Unit as per the applicable loading and charging factor, together with the proportionate undivided

impartible share in the Subject Property, and proportionate undivided common right to use all the Common Areas, facilities and amenities of the Project. For the avoidance of doubt, the Saleable Areas shall not include any Signage Space or signage right;

“Signage Space”

shall mean the signage space(s) and/ or display space(s) and/ or space(s) for erecting pole(s) on the roof or any other part(s) or portion(s) of the building comprised in the Project reserved by the Developer for affixing signages;

“Transfer”

shall mean any transaction, by which the Owners, Supremus and the Developer are permitted to deal with or dispose of Saleable Areas in the Project pertaining to the Owners’ Allocation, Supremus’ Allocation and Developer’s Allocation respectively;

“Title Deeds”

shall mean and refer to all the original documents evidencing ownership, right, title and interest over and in respect of the Subject Property, including the documents pursuant to which the Owners have acquired freehold title to the Subject Property; and

“Unit”

shall mean the constructed space in the Project capable of being separately owned, used and/or enjoyed, for residential purposes, together with right to use the car parking spaces, by any Allottee and which is not a part of the Common Areas.

1.2. Interpretation

In this Agreement, unless the context requires otherwise:

- 1.2.1. time is of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended in writing by the Parties, such extended time shall also be of the essence;
- 1.2.2. unless the context otherwise requires, words referring the singular shall include the plural and *vice versa*;
- 1.2.3. clause and clause headings are for reference only and shall not affect the construction or interpretation of this Agreement;
- 1.2.4. references to recitals, clauses, schedules and annexures are references to Recitals, Clauses, Schedules and Annexures of and to this Agreement;

- 1.2.5. reference to any Applicable Law includes a reference to such Applicable Law as amended or re-enacted from time to time, and any rule or regulation issued or promulgated thereunder;
- 1.2.6. the terms "herein", "hereof", "hereto", "hereunder" and words of similar purport refer to this Agreement as a whole;
- 1.2.7. reference to any agreement, contract, document or arrangement or to any provision thereof shall include references to any such agreement, contract, document or arrangement as it may, after the date hereof, from time to time, be amended or supplemented;
- 1.2.8. any reference to the masculine, the feminine and the neuter shall include each other;
- 1.2.9. the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (not merely the sub-Clause, paragraph or other provision) in which the expression occurs;
- 1.2.10. reference to the word "include" or "including" shall be construed without limitation;
- 1.2.11. The phrase "in writing" includes any communication made by letter or fax or e-mail;
- 1.2.12. the word "Person" shall mean any individual, partnership, firm, corporation, joint venture, association, trust, unincorporated organisation or other similar organisation or any other entity and wherever relevant shall include their respective successors and/ or assigns and in case of an individual shall include his legal heirs, representatives, executors, administrators, successors and/or assigns and in case of a trust shall include the trustee(s) for the time being;
- 1.2.13. where a wider construction is possible, the words "other" and "otherwise" shall not be construed *ejusdem generis* with any foregoing words;
- 1.2.14. unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the following working day if the last day of such period is not a working day;
- 1.2.15. in the event of any inconsistency between the Clauses of this Agreement and the Schedules hereto, the Clauses of this Agreement shall prevail;
- 1.2.16. no provisions shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof;

1.2.17. if any term in the recitals or Clause 1.1 of this Agreement is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement; and

1.2.18. Wherever the consent of the Owners and/ or Supremus is required by the Developer under this Agreement, such consent shall not be unreasonably withheld and unless any specific time period has been mentioned for providing such consent/ no objection, if such consent has not been given in writing within 15 (fifteen) days from the date of request, it shall be deemed that such consent has been provided by the Owners and/ or Supremus, as the case may be.

2. PURPOSE AND OBJECTS OF THIS AGREEMENT

2.1. The purpose of this Agreement is to set forth the terms and conditions with respect to the joint collaboration for the development of the Project on the Subject Property. The Owners and Supremus shall allow the Subject Property to be developed exclusively by the Developer and the Developer shall at its own costs and expenses construct the Project thereon. The Parties are now desirous of recording in writing the allocation of Saleable Areas and the detailed terms and conditions agreed between them in connection with the development of the Subject Property and the administration and Transfer of the Project and/or the Saleable Areas and the respective rights and obligations of the Parties in respect of the same as hereinafter contained.

3. GRANT OF DEVELOPMENTRIGHT

3.1. In lieu of the Owners' Allocation and Supremus' Allocation respectively, the Owners and Supremus hereby exclusively appoint and unequivocally grant, assure, transfer, convey and assign in favour of the Developer, the sole and exclusive Development Rights in respect of the Subject Property, together with all benefits, privileges, interests, easements and rights appurtenant thereto and those ancillary and incidental to the Development Rights, free from any and all Encumbrances, to develop, construct, launch, market the Project, including to sell the Developer's Allocation as per the terms and conditions specified in this Agreement. It is expressly understood that the said grant cannot be construed as a merely easementary or lease or license agreement as superior rights of development are being given hereunder and the said subsidiary rights do not exist or are assumed to be subsumed in the superior rights.

In lieu of the consideration as recorded herein, the Developer accepts the aforesaid grant of the Development Rights, and agrees to undertake the development of the Project, at its own cost and expense.

3.2. It is further clarified and understood that on and from the Effective Date:

3.2.1 The Owners shall not retain any right to Transfer and/or deal with the Subject Property other than in the manner stipulated herein; and

3.2.2 the Developer shall be entitled to commence the work of development to the extent the same is permissible under Applicable Law on the Subject Property as they may determine.

- 3.3. It is further clarified and understood that on and from the Effective Date, the Developer shall be entitled to enter into and retain continuous, vacant, unhindered, unimpeded, unrestricted, peaceful and exclusive access to and physical possession and control of the Subject Property along with the exclusive right of ingress to and egress from the Subject Property. Further, the Developer shall have the right to enter upon the Subject Property directly or through its Affiliates, associates, nominees, agents, architects, consultants, representatives, contractors and/or assigns to do all such acts and deeds required and/or necessary for, exercising the Development Rights and for marketing, selling, executing and implementing the Project.
- 3.4. The Owners and Supremus hereby agree and undertake that, the grant of the Development Rights to the Developer is on a sole and exclusive basis, free and clear of all Encumbrances.
- 3.5. The Parties agree that from the Effective Date, the Development Rights shall exclusively vest in the Developer, who shall be entitled to the exclusive use/commercial exploitation of the Development Rights. The Owners and Supremus hereby agree and undertake not to disturb, interfere with or interrupt the construction and development activities carried out by the Developer for the purposes of the development of the Project and/or commit any act or omission that may result in stoppage or delay of the construction activity to be undertaken by the Developer. Further, the Owners and Supremus shall, without any demur or delay, co-operate and do all acts/deeds that may be required or deemed desirable by the Developer to give effect to the provisions of this Agreement, including but not limited to, signing and submitting any plans including any revision of the Building Plan, applications, consents and proposals to various Governmental Authorities and/or other bodies/authorities, to enable the Developer to exercise the Development Rights with respect to the Subject Property.
- 3.6. It is agreed that the Developer shall implement and execute the Project on the Subject Property either by itself and/or through the agencies of third parties nominated by the Developer and/or Persons identified by the Developer and/or in collaboration with any other entity, on such terms and conditions, as may be decided by the Developer in its sole discretion, subject to the rights of the Owners and Supremus under this Agreement, on the account and at the cost and expenses of the Developer.
- 3.7. Nothing in these presents shall be construed as a demise or Transfer or assignment or conveyance in law by the Owners of the Subject Property or any part thereof to the Developer or as creating any right, title or interest in respect thereof in favour of the Developer, except to the extent of the Developer's entitlement to Developer's Allocation as per the terms of these presents. It is not intended by the Parties hereto that the possession of the Subject Property, whether actual or constructive, be transferred to the Developer on or after the execution of this Agreement, the intention being that the undivided proportionate interest in respect of the Subject Property shall be transferred to the intended end-user upon the execution of the requisite Transfer documents as hereinafter provided.
- 3.8. The Parties expressly acknowledge and record that, notwithstanding anything contained in this Agreement, it is not the intention of the Owners and Supremus to provide or supply any services to the Developer and *vice versa*, nor does any of the Parties intend to derive any economic benefit from the arrangement contemplated herein.

4. CONSIDERATION

- 4.1. The consideration in lieu whereof the Owners and Supremus have granted the Development Rights to, unto and in favour of the Developer, is the receipt by the Owners and Supremus from the Developer, of the Owners' Allocation and Supremus' Allocation respectively in the manner stipulated herein. The Owners and Supremus hereby agree and acknowledge that the Owners and Supremus shall not be entitled to any other amounts from the Developer and that the Developer shall be solely entitled to all other amounts/receivables, howsoever received/collected by the Developer in relation to the Project.
- 4.2. The consideration in lieu whereof the Developer has accepted the grant of the Development Rights from the Owners and Supremus and obligations under this Agreement, is the receipt by the Developer of the Developer's Allocation in the manner stipulated herein.
- 4.3. The Developer had paid a refundable security deposit of INR 1,51,00,000 (Indian Rupees One Crore Fifty One Lakhs) only out of the total Security Deposit of INR 2,00,00,000 (Indian Rupees Two Crore only) (hereinafter referred to as "Security Deposit"), the receipt of which the Corporate Owners and Supremus hereby, and also by the Memo hereunder written, duly admit and acknowledge. The Developer has agreed to pay the remaining security Deposit of INR 49,00,000 (Indian Rupees Forty Nine Lakhs only) within 30 (thirty) to 45 (forty five) days from the date of execution and registration of this Agreement. The Security Deposit shall be refunded by the Corporate Owners and Supremus in favour of the Developer within 30 (thirty) days from the date of obtaining completion certificate/occupancy certificate in respect of the Projector intimation of handing over the possession; whichever is later. In the event the Corporate Owners and/or Supremus fail to refund the said Security Deposit within the timeline specified above then the Corporate Owners and/or Supremus shall be liable to pay delay interest at the rate of 12% (twelve percent) per annum from the date of default till the date of actual refund of such Security Deposit.

5. ALLOCATION AND MANNER OF ALIENATION THEREOF

5.1. Owners' Allocation and Supremus' Allocation and Manner of Alienation thereof

- 5.1.1 In lieu of granting Development Rights in favour of the Developer, the Owners shall be collectively entitled to 51.5% (fifty one point five percent) of the Built-Up Area in the Project and Supremus shall be entitled to 3.5% (three point five percent) of the Built-Up Area in the Project, along with the proportionate undivided impartible share in the Subject Property, and proportionate undivided common right to use all the Common Areas, facilities and amenities of the Project ("Collective Allocation of Owners and Supremus"). The division of the Built-Up Area shall be in the manner as prescribed in Schedule III hereinafter. The Owners shall be entitled to and shall have absolute and unfettered right and authority to deal with and/or dispose of any part or portion of the Collective Allocation of Owners and Supremus which is allocated in favour of the Owners in terms of Schedule III hereinafter ("Owners' Allocation") and Supremus shall be entitled to and shall have absolute and unfettered right and authority to deal

with and/or dispose of any part or portion of the Collective Allocation of Owners and Supremus which is allocated in favour of Supremus interms of **Schedule III** hereinunder ("**Supremus' Allocation**"), each in such a manner as the Owners and Supremus respectively may deem fit and proper at their sole and absolute discretion, save and except the Developer's Allocation including but not limited to undertaking booking of the Unit(s), collect / receive advances from the Allottees in respect of sale of the Unit(s) forming part of the Owners' Allocation and Supremus' Allocation respectively and to sell, convey and otherwise transfer, dispose of, and in any other mutually agreed manner alienate, deal with, assign, lease, grant licenses etc., and/or create third party rights over/in/in respect of any Saleable Area and/or development made on the Subject Property and/or undivided interest in the Subject Property or any part or portion thereof and/or land within the Project (whether identified or an undivided share), only to the extent of Owners' Allocation and Supremus' Allocation respectively, in such manner as the Owners and Supremus may deem fit and proper and to execute all agreements, deeds, documents in respect thereof, receive and appropriate the proceeds and/or any other consideration and/or all the revenues generated therefrom/in respect thereof and give receipts and hand over ownership, possession, use or occupation of the Saleable Area of the Project (pertaining to Owners' Allocation and Supremus' Allocation), to the Allottees of the Unit(s) forming part of the Owners' Allocation and Supremus' Allocation.

- 5.1.2 The Owners and Supremus shall further jointly and/or individually enter into several supplementary allocation agreements with the Developer for allocating, demarcating and earmarking the constructed spaces/units/car parking spaces as per the Owners' and Supremus' percentage of allocation as mentioned herein.
- 5.1.3 It is agreed between the Parties that the Developer shall, in consultation with the Owners and Supremus, provisionally identify and determine the exact location of each component of the Owners' Allocation, Supremus' Allocation and the Developer's Allocation, within 180 (one hundred eighty) days from the date of execution of this Agreement and such allocation shall become final and binding on all the Parties upon execution of several allocation agreements by the Developer with the Corporate Owners, Supremus and remaining Owners, respectively. It is further agreed and understood that once the identification and demarcation of the Owners' Allocation and Supremus' Allocation is done as per the terms of this Clause, the Owners and Supremus shall not be entitled to ask and/or claim and/or demand from the Developer for allocation of any part or portion of the Subject Property as the Owners' Allocation or Supremus' Allocation in any other part or portion of the Project.
- 5.1.4 It is agreed and understood by the Owners and Supremus that the Owners' Allocation and Supremus' Allocation shall be allotted and/or allocated to the Owners and Supremus respectively, subject to the same terms and conditions as are applicable to any other Saleable Area which is comprised in the Developer's Allocation, and allocated to Allottee(s) in the Project, including but not limited to (a) proportionate undivided impartible share and interest in the Subject Property which shall be attributable to such Saleable Area comprised in the Owners' Allocation and Supremus' Allocation and the manner in which it shall be transferred; (b) the nature of the right to be granted in the Common Areas,

facilities and amenities of the Project; (c) the payment of the Extras and Deposits attributable to the Owners' Allocation and Supremus' Allocation by the Owners and Supremus respectively; (d) the restriction to the use of the Unit(s) and /or Common Areas, facilities and amenities of the Project; € payment of proportionate Common Expenses as may be attributable to the Owners' Allocation and Supremus' Allocation, all in accordance with Applicable Law, by the Owners and Supremus respectively; and (f) payment of marketing and brokerage cost @2% (two percent) plus applicable GST to the Developer or its nominee(s) against the total consideration as would be mentioned in this Agreement for Sale to be executed by the Owners and Supremus respectively, with any intending purchaser/Allottee for transfer of Owners' Allocation and Supremus' Allocation respectively or any part or portion thereof. The Owners and Supremus hereby agree to pay such marketing and brokerage cost to the Developer or its nominee(s) at the time of execution of this Agreement for Sale with the intending purchasers/Allottees and further confirm, declare and undertake not to make or raise any claim and/or demand in this regard or contrary thereto. The said cost shall be paid on the Units Sold of Owners' Allocation and Supremus' Allocation before completion certificate/occupancy certificate, thereafter the Developer undertakes not to make or raise any claim and/or demand or charge any such cost on Owners' Allocation and Supremus' Allocation in this regard or contrary thereto unless the same is sold by Developer.

- 5.1.5 The Developer shall also be entitled to collect the Extras and Deposits from the Owners and Supremus or their respective Allottees in respect of the Owners' Allocation and Supremus' Allocation respectively, and the Owners and Supremus or their respective Allottees shall make the payment of such Extras and Deposits within 30 (thirty) days from the date of obtaining completion certificate/occupancy certificate in respect of the Project or intimation of handing over the possession; whichever is later.
- 5.1.6 After completion of the construction of the Project and receipt of the completion certificate/occupancy certificate from the Governmental Authorities, the Developer shall call upon the Owners and Supremus or their respective Allottees to take possession of the Owners' Allocation and Supremus' Allocation respectively, within 30 (thirty) days from the date of the notice in this regard issued by the Developer ("**Possession Notice**"), subject to the Owners and Supremus or their respective Allottees paying to the Developer and/or depositing with the Developer and/or the designated nominee(s) of the Developer, as the case may be, the Extras and Deposits attributable to the Owners' Allocation or Supremus' Allocation and the refund of the Security Deposit by the Corporate Owners and Supremus.
- 5.1.7 Simultaneously, with the receipt of the refund of the Security Deposit from the Corporate Owners, and Extras and Deposits from the Owners and Supremus or their respective Allottees, the Developer shall hand over the Owners' Allocation and Supremus' Allocation to the Owners and Supremus or their respective Allottees, in a habitable condition ("**Handover Date**"). Any delay by the Owners and Supremus or their respective Allottees in making payment of the Extras and Deposits shall make the Owners and Supremus or their respective Allottees liable to pay delay interest at the rate of 12% (twelve percent) per annum from the date

of default till the date of actual payment thereof.

- 5.1.8 In case the Owners and Supremus or their respective Allottees do not take possession of the Owners' Allocation or Supremus' Allocation, within 30 (thirty) days from the date of the Possession Notice for any reason whatsoever, then the Handover Date shall be deemed to be the date on which such 30 (thirty) day period expires and the Owners and Supremus or their respective Allottees shall be deemed to have taken possession of the Owners' Allocation and Supremus' Allocation, for the purpose of payment of Common Expenses. However, actual possession shall be handed over only upon receipt of payment from the Owners and Supremus or their respective Allottees of the applicable amounts as stipulated in the Clause 5.1.6 above.

5.2. Developer's Allocation

- 5.2.1 In lieu of accepting the Development Rights from the Owners and exercising the same, the Developer shall be entitled to (a) 45% (forty five percent) of the total Built-Up Area in the Project comprising such number of Unit(s) at such locations as may be agreed as per the terms of the Clause 5.1.2 above; (b) the proportionate undivided impartible share in the Subject Property; (c) proportionate undivided common right to use all the Common Areas, facilities and amenities of the Project; and (d) Signage Space (collectively "**Developer's Allocation**") provided the division of the Built-Up Area shall be in the manner as prescribed in **Schedule III** hereinunder. The Developer shall have absolute and unfettered right and authority to deal with and/or dispose of any part or portion of the Developer's Allocation, each in such a manner as the Developer may deem fit and proper at its sole and absolute discretion, including but not limited to undertaking booking of the Unit(s), collect / receive advances from the Allottees in respect of sale of the Unit(s) forming part of the Developer's Allocation and to sell, convey and otherwise transfer, dispose of, and in any other mutually agreed manner alienate, deal with, assign, lease, grant licenses etc. and/or create third party rights over/in/in respect of any Saleable Area and/or development made on the Subject Property and/or undivided interest in the Subject Property or any part or portion thereof and/or land within the Project (whether identified or an undivided share), only to the extent of Developer's Allocation, in such manner as the Developer may deem fit and proper and to execute all agreements, deeds, documents in respect thereof, receive and appropriate the proceeds and/or any other consideration and/or all the revenues generated therefrom/in respect thereof and give receipts and hand over ownership, possession, use or occupation of the Saleable Area of the Project (pertaining to Developer's Allocation), to the Allottees of the Unit(s) forming part of the Developer's Allocation.
- 5.2.2 Subject to the terms herein, the Developer shall have the absolute and unfettered right and authority to deal with and/or dispose of any part or portion of the Developer's Allocation, each in such a manner as the Developer may deem fit and proper at its sole and absolute discretion, in lieu of consideration to be determined, collected and appropriated only by the Developer and on such terms and conditions as the Developer may deem fit and proper, save and except the Owners' Allocation and Supremus' Allocation, and the Owners and Supremus

shall not object to the same in any manner or on any ground whatsoever, and each of such areas shall be under the exclusive ownership, control, use and possession of the Developer.

5.3. Revision in Allocation

In the event, there will be any alteration and/or changes in the total sanctioned area then the same shall be adjusted between the Corporate Owners and Developers in the ratio of 55:45. However, if the Developer obtains additional sanction from KMC and constructs additional floor(s) and/or other Built-Up Area in the Project, then such additional Built-Up Area shall be distributed only amongst the Corporate Owners and the Developer in the ratio of 55:45 and the remaining Owners, Supremus and/or their respective nominees shall not claim or have any right over such additional Built-Up Area in any manner whatsoever. The Developer shall be liable to bear the costs and expenses of obtaining such additional sanction area. Further, the allocation agreement executed by and between the Developer and the Corporate Owners shall be duly modified and revised to the extent of the additional Built-Up Area.

6. IMPLEMENTATION OF THE PROJECT

6.1 Approvals and Sanctions

- 6.1.1 The Developer shall have full authority and right to apply for (on behalf of the Owners or Supremus wherever required) and obtain all Applicable Permits necessary from appropriate authority or authorities for development of the Project.
- 6.1.2 The Developer, Owners and Supremus undertake to apply as a 'Promoter' for registration of the Project in terms of and/or under the provisions of the RERA and/or the rules and regulations made/promulgated thereunder, each as amended, modified etc. from time to time, and further, after such registration being permitted, each of the Developer, Owners and Supremus covenants to abide by RERA and all the rules and regulations of RERA, each as amended, modified etc., from time to time, to the extent the same are applicable on the Developer or the Owners or Supremus, as the case may be, and/or the Subject Property.
- 6.1.3 The Developer shall prepare, modify or alter the Building Plan for development of the Project at the Subject Property.
- 6.1.4 The Owners and Supremus hereby agree, either by themselves or through the Developer as their attorney, to sign and execute such map, plans and any other papers as may be required from time to time to enable the Developer to obtain the Building Plan and also to obtain all other Applicable Permits as may be necessary or required from time to time.
- 6.1.5 The Owners and Supremus has represented to the Developer that the Building Plan has already been sanctioned in respect of the proposed development of the First Land Parcel being sanctioned plan bearing no. 2021100195 dated 15 March 2022 issued by the KMC. In light of the above, the Building Plan is not consuming the entirety of the Floor Area Ratio (FAR) as per the KMC norms and

as such the Developer at its own cost shall cause to obtain the balance unconsumed FAR from KMC within a reasonable period from the Effective Date. Provided however that, if any title related issue adversely affects the ability of the Developer to obtain the Building Plan with additional FAR, then the obligation of the Developer to obtain such additional FAR shall commence only after such title related issues have been resolved by the Owners.

6.2 Development

6.2.1 The Developer shall develop the Project in terms of the indicative Specifications, as provided in **Schedule V** of this Agreement.

6.2.2 The Developer undertakes to complete the development of the Project within 36 (thirty six) months from the date of obtaining permission from KMC for balance unconsumed FAR as per the Building Plan ("**Completion Period**") subject to the Owners and Supremus jointly and severally fulfilling all the terms and conditions of this Agreement. However, in the event for any reason the development cannot be completed within the Completion Period, the Developer shall be entitled to a further period of 6 (six) months to complete the development of the Project and obtain completion certificate/occupancy certificate ("**Grace Period**").

6.3 Utilities required for Development

The Developer shall be entitled to apply for and to obtain temporary and/or permanent connections of water, electricity, drainage, sewerage and/or other utilities, inputs and facilities from the appropriate authorities required for the development of the Project.

6.4 Sub-contracting

The Developer shall be allowed to subcontract its obligations under this Agreement in whole to a third party for the performance of this Agreement at its sole discretion and without obtaining prior written consent from the Owners and Supremus.

6.5 Payment of Cost for Title Insurance

The costs for obtaining title insurance in respect of the Subject Property and the Project shall be borne solely by the Developer.

6.6 General Authority

The Developer shall be authorised and empowered by the Owners and Supremus to apply for and obtain all Applicable Permits for the development of the Project and also to sign and execute all plans, sketches, papers and applications and get the same submitted to and sanctioned by the appropriate authorities from time to time for making constructions, reconstructions, modifications, additions and/or alterations in or for the Project or any portion thereof and/or for obtaining any utilities and permissions and/or doing all acts, deeds and things in compliance with the Building Plan and laws affecting the same.

7. OBLIGATIONS OF THE PARTIES

7.1 Positive Obligations of the Owners

The Owners hereby jointly and severally agree, undertake and covenant that, they shall:

- 7.1.1 establish, ensure and maintain free, clear, unencumbered and marketable title to the Subject Property, free from all Encumbrances, so as not to in any manner impair the development of the Project and shall deposit all relevant documents including the Title Deeds in respect of the Subject Property with the Developer;
- 7.1.2 pay the Extras and Deposits, proportionately for the Common Areas of the Project (on and from the Handover Date) and wholly for the Owners' Allocation, and until the Owners' Allocation is separately assessed in the name of the Owners, on the basis of the bills to be raised by the Developer, such bills being conclusive proof of the liability of the Owners in respect thereof. In the event that any Saleable Area in the Owners' Allocation has been transferred by the Owners, the Owners shall intimate the Allottees to make payment of the Extras and Deposits as provided herein. Further, the Owners or the Allottees shall make payment of the Common Expenses proportionately for the Common Areas of the Project (on and from the Handover Date). If the Owners/its nominee(s)/Allottee(s) delay(s) in making payments as specified above, it/they shall pay delay interest at the rate of 12% (twelve percent) per annum from the date of default till the date of actual payment thereof;
- 7.1.3 with respect to the Developer's Allocation, for Transfer of Units to intending Allottees, Transfer the proportionate undivided share in Subject Property to such intending Allottees, upon being called upon to do so by the Developer and the Owners shall execute all such supplementary agreements modifying or amending the terms hereof or any and all documents and instruments requested by the Developer to evidence, record or effectuate this Agreement. For avoidance of doubt, the association formation shall be initiated by Developer and the Owners shall always facilitate in connection to the same;
- 7.1.4 ensure that the access to and physical control of the Developer over/in respect of the Subject Property is not hindered or impeded or obstructed in any manner whatsoever;
- 7.1.5 shall pay and bear and continue to remain liable and responsible to pay and bear for the period upto the Effective Date (irrespective of when the bills/demands for the same are received/raised), the entirety of all the Outgoings pertaining to the Subject Property, that may be levied by or payable to any Governmental Authority or any municipal or other authority relating to the Subject Property;
- 7.1.6 be responsible for any Encumbrance and/or defect of any and every nature whatsoever including litigation related to the title of the Owners to the Subject Property, including any claim, dispute, acquisition proceedings arising out of or in connection with the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 and shall bear all costs associated in that respect and shall be liable to the Developer to keep the Developer indemnified and harmless against any losses, claims, damages etc., that the Developer may suffer in this regard;

- 7.1.7 unconditionally comply with all the conditions, terms, undertakings as may be imposed by the relevant authorities relating to the Subject Property and shall, without any limitation, from time to time disclose all facts, information and issues whether such facts, information and issues are material, relevant or otherwise, which the Developer ought and should reasonably be in the knowledge of;
- 7.1.8 immediately inform the Developer of any notice received by it modifying, varying, suspending any rights pertaining to the Subject Property;
- 7.1.9 shall carry out rectifications in any defect in title and/or ownership with respect to the Subject Property, that may be pointed out by the Developer or that has come to the knowledge of the Owners, within a timeframe as may be agreed between the Parties;
- 7.1.10 from time to time and within such time frames as may be reasonably determined by the Developer, sign, execute and deliver such applications, plans, instruments, papers, deeds and documents and undertake and execute all such acts, deeds and things as may be requested by the Developer from time to time for submission to any Governmental Authority or for any other purpose as the Developer may determine, in order to enable the Developer to exercise its rights and/or fulfil its obligations stipulated herein;
- 7.1.11 execute and deliver registered and unregistered power(s) of attorney (each as determined by the Developer) to authorise and empower the Developer and/or its nominee(s), as may be required by the Developer for carrying out various acts, deeds and things in respect of the development and implementation of the Project and to also deal with the same in terms of this Agreement;
- 7.1.12 co-operate with the Developer to obtain all Applicable Permits etc., and if required and requested by the Developer in writing, shall along with the Developer jointly communicate with any local body or authority and/or any Governmental Authority in relation to the development and implementation of the Project and from time to time and within such time frames as may be reasonably determined by the Developer, sign, execute and deliver such applications, plans, instruments, papers, deeds and documents and undertake and execute all such acts, deeds and things as may be requested by the Developer from time to time for submission to any Governmental Authority or for any other purpose as the Developer may determine, in order to enable the Developer to exercise its rights and/or fulfil its obligations stipulated herein;
- 7.1.13 At their own cost and expenses, get all necessary clearances and approvals from all applicable statutory authorities as may be required for establishing clear and free marketable title of the Subject Property;
- 7.1.14 as and when required by the Developer, appear before the concerned Governmental Authorities and government departments and/or officers and also all other state, executive, judicial or quasi-judicial, municipal and other authorities and also all courts and tribunals, for all matters connected with the Subject Property or any part or portion thereof and/or in relation to the execution and implementation of the Project;

- 7.1.15 act and co-operate in good faith with the Developer in all respects for the execution and implementation of the Project in terms of this Agreement, provide all assistance and co-operation necessary for the Developer to implement and complete the Project and to exercise the Development Rights, and to ensure that the unhindered, unimpeded and unobstructed use, access, possession etc. of the Developer and/or Persons permitted by the Developer, over/in respect of the Subject Property, and further to allow the Developer to bring, deposit in and remove from the Subject Property all such materials, plant, equipment, appliances and effects as may be required or expedient for the execution of the Project, and to pull, cut down, demolish, fell, remove and/or make alterations or additions to the Subject Property and subject to Applicable Law, sell, remove, dispose of or otherwise deal with materials thereof and any earth, clay, gravel, sand or other substance or materials excluding articles of historic interest, religious interest or value, on and from the Subject Property and to use any of the same for the Project;
- 7.1.16 without prejudice to the Developer's right to seek indemnification, settle any claim received from any third party disputing the title of the Subject Property or any part thereof at any time and at its own cost and expense and without disrupting, impeding, obstructing and/or stalling development of the Project;
- 7.1.17 execute such further documents and do such further acts as may be necessary, to the satisfaction of the Developer, for effectively conveying the Developer's Allocation and grant of the Development Rights over the Subject Property to the Developer so as to devolve proper title over the Allottees of the Units forming part of the Developer's Allocation;
- 7.1.18 notify the Developer in writing, promptly, if it becomes aware of any fact, matter or circumstance (whether existing on or before the date hereof or arising afterwards) which would cause any of the representations or warranties or covenants given, to become untrue or inaccurate or misleading, at any point of time;
- 7.1.19 bear and pay any and all income taxes, if any, which arises in relation to and/or upon execution of this Agreement and attributable, as such, to the Owners' Allocation. The Owners shall ensure that the taxes, if any payable, are discharged and/or borne on its own proprietary account and that the Owners shall not create any charge or any Encumbrance on the Project and/or the Saleable Area comprised in the Developer's Allocation on account of such tax dues. The Owners further undertake to indemnify the Developer, in case any charge or recovery or collection of tax dues is made by the tax authority, either from the Developer and/or from the Project which is in respect to the Owners' Allocation; and
- 7.1.20 to comply with and fulfil each of their obligations as stated elsewhere in this Agreement, at their own cost and expenses, without making the Developer liable and responsible for the same in any manner whatsoever.

7.2 Negative Obligations of the Owners

The Owners hereby jointly and severally agree, undertake and covenant that, they shall not:

- 7.2.1. convey, assign, alienate or part with possession or deal with or Transfer any interest or create any Encumbrance(s) in/over: (a) the Subject Property or any part thereof; and/or (b) the rights, title and interest of the Owners under this Agreement (including the Owners' Allocation) in favour of any Person, save and except as per the terms of this Agreement;
- 7.2.2. do any act of commission or omission that (a) interferes with or causes any obstruction or hindrance in the exercise of any of the Development Rights by the Developer, or (b) whereby the rights of the Developer in respect of the Subject Property are prejudicially affected. Further, in the performance of its duties and the exercise of its rights, powers and authorities under this Agreement, the Owners shall act in the best interest of the Project and shall not, in any manner whatsoever do any act, deed or thing that is detrimental to or against the interests of the Project;
- 7.2.3. enter into any agreement, commitment, arrangement or understanding with any Person which shall have the effect of creating, directly or indirectly and whether immediately or contingently, in favour of such Person any right, interest, title, claim or Encumbrance in or over or in relation to the Subject Property and/ or the constructed area or any part of the Project, except to the extent of the Owners' Allocation as per the terms of this Agreement;
- 7.2.4. wilfully restrain, object to or do any act which hinders the Developer from carrying out the development of the Project in any manner whatsoever;
- 7.2.5. impose any further terms which maybe onerous on the part of the Developer to perform the Development Rights such that the Project shall be rendered ineffective, uneconomical and not viable to pursue;
- 7.2.6. do any act, deed or thing whereby the Developer is prevented from enjoying, selling, assigning and/or disposing of any part or portion of the Developer's Allocation; and
- 7.2.7. except in accordance with this Agreement, (a) initiate, solicit or consider, whether directly or indirectly, any offers or agreements from any third party for the sale/ Transfer or disposal of the Project or any rights or entitlements, including any Development Rights in the Subject Property, in any manner whatsoever; (b) enter into any arrangement or agreement of any nature whatsoever for sale/ Transfer or disposal of the Subject Property or any part thereof (or any rights or entitlements, including any Development Rights or part thereof in the Subject Property), in any manner whatsoever with any other Person; (c) negotiate or discuss with any third party regarding the financing, transfer, mortgage of the Subject Property (or any rights or entitlements, including any Development Rights in the Subject Property); and, (d) do or cause to be done any act or deed which may tend to have the effect of interrupting the progress or completion of the development of the Project on the Subject Property, as envisaged in this Agreement or which renders the Developer

incapable of performing its obligations under this Agreement.

7.3 Positive Obligations of Supremus

Supremus agrees, undertakes and covenants that, it shall:

- 7.3.1 pay the Extras and Deposits, proportionately for the Common Areas of the Project (on and from the Handover Date) and wholly for the Supremus' Allocation, and until the Supremus' Allocation is separately assessed in the name of Supremus, on the basis of the bills to be raised by the Developer, such bills being conclusive proof of the liability of Supremus in respect thereof. In the event that any Saleable Area in the Supremus' Allocation has been transferred by Supremus, Supremus shall intimate the Allottees to make payment of the Extras and Deposits as provided herein. Further, Supremus or the Allottees shall make payment of the Common Expenses proportionately for the Common Areas of the Project (on and from the Handover Date). If Supremus/its nominee(s)/Allottee(s) delay(s) in making payments as specified above, it/they shall pay delay interest at the rate of 12% (twelve percent) per annum from the date of default till the date of actual payment thereof;
- 7.3.2 ensure that the access to and physical control of the Developer over/in respect of the Subject Property is not hindered or impeded or obstructed in any manner whatsoever;
- 7.3.3 without any limitation, from time to time, disclose all facts, information and issues whether such facts, information and issues are material, relevant or otherwise, which the Developer ought and should reasonably be in the knowledge of;
- 7.3.4 from time to time and within such time frames as may be reasonably determined by the Developer, sign, execute and deliver such applications, plans, instruments, papers, deeds and documents and undertake and execute all such acts, deeds and things as may be requested by the Developer from time to time for submission to any Governmental Authority or for any other purpose as the Developer may determine, in order to enable the Developer to exercise its rights and/or fulfil its obligations stipulated herein;
- 7.3.5 co-operate with the Developer to obtain all Applicable Permits etc., and if required and requested by the Developer in writing, shall along with the Developer jointly communicate with any local body or authority and/or any Governmental Authority in relation to the development and implementation of the Project and from time to time and within such time frames as may be reasonably determined by the Developer, sign, execute and deliver such applications, plans, instruments, papers, deeds and documents and undertake and execute all such acts, deeds and things as may be requested by the Developer from time to time for submission to any Governmental Authority or for any other purpose as the Developer may determine, in order to enable the Developer to exercise its rights and/or fulfil its obligations stipulated herein;
- 7.3.6 as and when required by the Developer, appear before the concerned

Governmental Authorities and government departments and/or officers and also all other state, executive, judicial or quasi-judicial, municipal and other authorities and also all courts and tribunals, for all matters connected with the Subject Property or any part or portion thereof and/or in relation to the execution and implementation of the Project;

- 7.3.7 act and co-operate in good faith with the Developer in all respects for the execution and implementation of the Project in terms of this Agreement, provide all assistance and co-operation necessary for the Developer to implement and complete the Project and to exercise the Development Rights, and to ensure that the unhindered, unimpeded and unobstructed use, access, possession etc. of the Developer and/or Persons permitted by the Developer, over/in respect of the Subject Property;
- 7.3.8 execute such further documents and do such further acts as may be necessary, to the satisfaction of the Developer, for effectively conveying the Developer's Allocation and grant of the Development Rights over the Subject Property to the Developer so as to devolve proper title over the Allottees of the Units forming part of the Developer's Allocation;
- 7.3.9 notify the Developer in writing, promptly, if it becomes aware of any fact, matter or circumstance (whether existing on or before the date hereof or arising afterwards) which would cause any of the representations or warranties or covenants given, to become untrue or inaccurate or misleading, at any point of time;
- 7.3.10 bear and pay any and all income taxes, if any, which arises in relation to and/or upon execution of this Agreement and attributable, as such, to the Supremus' Allocation. Supremus shall ensure that the taxes, if any payable, are discharged and/or borne on its own proprietary account and that Supremus shall not create any charge or any Encumbrance on the Project and/or the Saleable Area comprised in the Developer's Allocation on account of such tax dues. Supremus further undertakes to indemnify the Developer, in case any charge or recovery or collection of tax dues is made by the tax authority, either from the Developer and/or from the Project which is in respect to the Supremus' Allocation; and
- 7.3.11 to comply with and fulfil each of its obligations as stated elsewhere in this Agreement, at its own cost and expenses, without making the Developer liable and responsible for the same in any manner whatsoever.

7.4 Negative Obligations of Supremus

Supremus agrees, undertakes and covenants that, they shall not:

- 7.4.1 convey, assign, alienate or part with possession or deal with or Transfer any interest or create any Encumbrance(s) in/over the rights, title and interest of Supremus under this Agreement (including the Supremus' Allocation) in favour of any Person, save and except as per the terms of this Agreement;
- 7.4.2 do any act of commission or omission that (a) interferes with or causes any

obstruction or hindrance in the exercise of any of the Development Rights by the Developer, or (b) whereby the rights of the Developer in respect of the Subject Property are prejudicially affected. Further, in the performance of its duties and the exercise of its rights, powers and authorities under this Agreement, Supremus shall act in the best interest of the Project and shall not, in any manner whatsoever do any act, deed or thing that is detrimental to or against the interests of the Project;

- 7.4.3 enter into any agreement, commitment, arrangement or understanding with any Person which shall have the effect of creating, directly or indirectly and whether immediately or contingently, in favour of such Person any right, interest, title, claim or Encumbrance in or over or in relation to the Subject Property and/ or the constructed area or any part of the Project, except to the extent of the Supremus' Allocation as per the terms of this Agreement;
- 7.4.4 wilfully restrain, object to or do any act which hinders the Developer from carrying out the development of the Project in any manner whatsoever;
- 7.4.5 impose any further terms which maybe onerous on the part of the Developer to perform the Development Rights such that the Project shall be rendered ineffective, uneconomical and not viable to pursue;
- 7.4.6 do any act, deed or thing whereby the Developer is prevented from enjoying, selling, assigning and/or disposing of any part or portion of the Developer's Allocation; and
- 7.4.7 except in accordance with this Agreement, (a) initiate, solicit or consider, whether directly or indirectly, any offers or agreements from any third party for the sale/ Transfer or disposal of the Project or any rights or entitlements, including any Development Rights in the Subject Property, in any manner whatsoever; or (b) do or cause to be done any act or deed which may tend to have the effect of interrupting the progress or completion of the development of the Project on the Subject Property, as envisaged in this Agreement or which renders the Developer incapable of performing its obligations under this Agreement.

7.5 Obligations of the Developer

The Developer agrees, undertakes and covenants that it shall :

- 7.5.1 take all such steps as may be required for the timely execution, promotion, development and implementation of the Project including revision and submission of the Building Plan, financing arrangement/sourcing of finances, finalising the designs, developing and executing the sales and marketing plan, pricing, phasing and constructing the Unit(s) and take all decisions in conformity with the Building Plan at their own cost, without making the Owners and Supremus liable and responsible for the same in any manner whatsoever;
- 7.5.2 remain responsible for due compliance with all Applicable Law/ statutory requirements, whether local or state or central including RERA (along with Rules

framed thereunder), in respect of the construction and development of the Subject Property and/or Project;

- 7.5.3 pay and bear and continue to remain liable and responsible to pay and bear (irrespective of when the bills/demands for the same are received/raised), all Outgoings in respect of the Subject Property, on and from the Effective Date and up to the date of obtainment of the completion certificate/occupancy certificate in respect of the Project;
- 7.5.4 on and from the Effective Date, make and ensure proper provision for safety and security of the Subject Property, men and materials on the Subject Property in accordance with the provisions of the Applicable Law and take adequate measures and steps in this regard, without making the Owners and Supremus liable and responsible for the same in any manner whatsoever;
- 7.5.5 apply for and obtain temporary and permanent connections of water, electricity, power, drainage, sewerage and/or gas to the Project and other inputs and facilities required for the construction or enjoyment of the Project;
- 7.5.6 bear and pay any and all income taxes, if any, which arises in relation to and/or upon execution of this Agreement and attributable, as such, to the Developer's allocation. The Developer shall ensure that the taxes, if any payable, are discharged and/or borne on its own proprietary account;
- 7.5.7 construct the building comprised in the Project, including the Owners' Allocation and the Supremus' Allocation and upon completion of such construction, shall first handover possession of the Owners' Allocation and the Supremus' Allocation to the Owners and Supremus respectively;
- 7.5.8 execute and implement the Project, abiding by the Applicable Law;
- 7.5.9 not do any act, deed or thing whereby the Owners and Supremus are prevented from enjoying, selling, assigning and/or disposing of any part or portion of the Owners' Allocation and the Supremus' Allocation respectively;
- 7.5.10 to appoint Architects and other consultants to complete the Project. All costs, charges and expenses for post sanction of the plan in this regard including professional fees and supervision charges shall be discharged and paid by the Developer and in this regard the Owners and Supremus shall have no liability or responsibility;
- 7.5.11 The Developer shall provide electricity connection for the entirety of the new building including the area of the Owners and Supremus area but all cost, charges and expenses for obtaining the supply of electricity including security deposit to be made with CESC in respect of the Owners and Supremus area shall be borne and paid by the Owners and Supremus respectively;
- 7.5.12 Developer has assured the Owners and Supremus that they shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any default;

- 7.5.13 Developer shall construct the New Building or Buildings at its own cost and responsibility. Developer shall alone be responsible and liable to Kolkata Municipal Corporation and other concerned authorities and to the occupants/purchasers of spaces and shall alone be liable for any loss or for any claim arising from such construction and shall indemnify the Owners and Supremus against any claims, loss or damages for any default or failure or breach on the part of Developer;
- 7.5.14 Developer shall at its own cost install and erect in the New Buildings, pump, water storage tanks, overhead reservoirs, water and sewage connection, and all other necessary amenities and facilities mentioned herein;
- 7.5.15 Developer hereby agrees and covenants with the Owners and Supremus not to violate or contravene any of the provisions of the laws and rules applicable to construction of the New Building;
- 7.5.16 The Developers undertakes that till the Project is completed and the respective allocations of the Owners and Supremus and Developer are made in metes and bounds, the shareholding pattern of the Developer Company as well as the Board of Directors, as on the date of signing of this agreement, shall remain unaltered. If any changes are required then prior written approval of the Owner and Supremus shall be necessary;
- 7.5.17 After completion of the building and obtaining the completion certificate, the Developer shall serve a written notice to the Owners and Supremus purporting that the Project has been completed and physical possession is ready to be delivered.
- 7.5.18 The Developer shall keep the Owners and Supremus save, harmless and indemnified in respect of any loss, damage, cost, claims charges and proceedings that may arise due to anything done by the Developer during construction of the New Building including claims by the Owners of adjoining properties for damage to their building all claims and demands of supplier, contractors, workmen and agents of the Developer on any account whatsoever, including any accident or other loss any demand and/or action taken by the Corporation and/or other authority for any illegal or faulty construction or otherwise of the New Building.
- 7.5.19 The Developer only taking prior approval from Corporate Owner and Supremus shall be entitled to nominate or assign its right and interest created under this agreement.
- 7.5.20 not alter its shareholding pattern and composition of its Board of Directors as on the Effective Date, without taking prior written permission from Corporate Owners and Supremus, till the Project is completed and the respective allocations of the Owners, Supremus and Developer are made in metes and bounds; and
- 7.5.21 to comply with and fulfil each of its obligations as stated elsewhere in this Agreement, at its own cost and expenses, without making the Owners and Supremus liable and responsible for the same in any manner whatsoever.

8. RESOURCE MOBILISATION

8.1 Right to Raise Finance

- 8.1.1 The Developer shall, at its own risk and responsibility, be entitled to raise and utilise finance obtained from bank(s)/financial institution(s) ("Lender") as construction finance, by creating mortgage or charge in any manner whatsoever, the Developer's Allocation in the Project and/ or the Subject Property and/or receivables from the Saleable Area forming part of the Developer's Allocation and/ or any part thereof including the built-up superstructure on the Subject Property forming part of the Developer's Allocation and/or on the building and other constructions/improvements constructed/made on the Subject Property, proportionate to the Developer's Allocation, together with proportionate rights, title, interest, benefits therein, for the purposes of obtaining lending/ financing/ guarantees for development and construction of the Project or for any payment of license fees/ charges or any other statutory or government levies for development/ construction on the Subject Property or for anything pertaining to development/ construction of the Project, without making the Owners and Supremus liable and responsible for the same in any manner whatsoever.
- 8.1.2 The Developer shall execute all relevant documents/agreements, in such form and manner as the said Lender so requires, and shall undertake all such actions as may be required by such Lender to create and perfect the charge or mortgage by way of mortgage by registered deed and not by deposit of the Title Deeds to such Lender.
- 8.1.3 The Owners hereby authorises and empowers the Developer and/or its nominee(s) to carry out, execute and perform various acts, deeds and things in respect of creation of such mortgage, charge, etc. including signing and executing all necessary deeds and documents, only pertaining to the Developer's Allocation. Further, the Owners and Supremus shall execute such documents and deeds and do such things as shall be required for the creation of such charge or mortgage from time to time, only pertaining to the Developer's Allocation.

9. TRANSFER OF SALEABLE AREAS

- 9.1 The Transfer of the Saleable Areas to intended Allottees, shall be effected by the Developer Owners and Supremus, of their respective allocations, in the manner provided herein below, subject to satisfaction of the following conditions:
- 9.1.1 the base price for the Saleable Areas shall be determined jointly by the Developer Owners and Supremus, keeping in view the market practice and trend in and around the locality where the Project is located. Unless the Parties determine otherwise, such periodical determination of the base price of Saleable Area shall take place at least once in a quarter. In the event the Parties fail to reach any consensus regarding the base price, the base price suggested by the Developer shall prevail for the ensuing quarter; and
- 9.1.2 such Transfer is effected (i) for Owners' Allocation and Developer's Allocation, by way of an agreement between the Owners, the intended Allottee and the

Developer; and (ii) for Supremus' Allocation by way of an agreement between the Owners, the intended Allottee, the Developer and Supremus. In this regard, it is hereby clarified that, in so far as the sale pertains to the Developer's Allocation, the Developer shall be entitled to sign on behalf of the Owners on the basis of the powers granted by the Owners to the Developer in compliance with Clause 10.1 of this Agreement.

- 9.2 For Transfer of the Saleable Areas to intended Allottees, the Owners agree to Transfer the proportionate undivided share in the Subject Property to such intended Allottees.
- 9.3 The name of the Project has been decided as "Pasari Group Chitrakatha". However, to ensure operational convenience and overall success of the Project, the Parties agree that the Developer shall be entitled to (i) change the name of the Project and decide on branding of the Project, (ii) advertise, publicise, put hoardings, print pamphlets/brochures etc. for the Project, by using the registered trademark (logo/device mark) or any other brand name suggested by the Developer as a prefix for naming the Project and in all such marketing/promotional materials.

10. AUTHORITY

- 10.1 In order to facilitate the Developer to undertake the Project and/or for speedy construction, erection, completion and implementation of the Project, and to, exercise the Development Rights without prejudice to and in addition to the other powers, rights and authorities granted hereunder by the Owners and Supremus in favour of the Developer, the Owners and Supremus hereby respectively appoint the Developer, as its constituted attorney and authorised representative, *inter alia* for each of the aforesaid purposes and hereby grants to and in favour of the Developer the powers stated in the **Schedule II** hereunder written, also those stated elsewhere in this Agreement, in relation to the Subject Property and the Project on the Effective Date and further the Owners and Supremus shall, without any dissent, demur, protest or cavil, grant such several irrevocable powers in favour of the Developer and/or the nominee(s) of the Developer as identified by the Developer by way of separate power(s) of attorney as and when requested by the Developer from time to time, with the intent and purpose that such powers shall be effective and operational on and from the Effective Date, and the Owners and Supremus shall be bound by each of the acts done and executed by the Developer and/or the nominee(s) of the Developer in pursuance of these powers and further the Owners and Supremus hereby ratify and confirm and agree to ratify and confirm and be bound by all and whatsoever the Developer and/or the nominee(s) of the Developer shall do or cause to be done in or about the Subject Property, in exercise of all the powers granted under these presents and/or in pursuance hereof. The Owners and Supremus hereby agree to execute and register further requisite documents, including specific powers of attorney as may be required by the Developer from time to time.
- 10.2 The Owners and Supremus hereby acknowledge and accept that by virtue of this Agreement, the Developer has acquired a substantial interest and right in the Subject Property and thus, each of the powers granted in favour of the Developer including those under these presents as also under the abovementioned and several other powers of attorney that may be executed from time to time, are coupled with interest and consideration.
- 10.3 It is agreed and understood that the powers granted hereunder by the Owners and

Supremus to the Developer shall not absolve the Owners and Supremus from its liabilities and responsibilities to make, file and obtain necessary sanctions, permissions, etc., and to do such acts, deeds and things as may be requested by the Developer from time to time, as also to fulfil and perform its several obligations and duties as stipulated herein.

- 10.4 It is understood that from time to time to facilitate the uninterrupted development of the Project by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need and seek authority of the Owners and Supremus for various applications and other documents may be required to be signed or made by the Owners or Supremus relating to which specific provisions may not have been mentioned herein. The Owners and Supremus hereby agree and undertake to do all such acts, deeds, matters and things as well to execute any such additional power of attorney and/or authorisation as may be required by the Developer for this purpose, further the Owners and Supremus also agree and undertake to sign and execute all such additional applications and other documents as the case may be, provided that, all such acts, deeds, matters and things do not in any way go against the terms, letter or spirit of these presents.

11. MAINTENANCE AND MANAGEMENT OF COMMON AREAS

- 11.1 Upon completion of the Project, the Developer shall be entitled to maintain and manage the Common Areas of the Project in accordance with Applicable Law, either by itself or through any agency appointed by it for the said purpose till the formation of the association by the Allottees after which the maintenance and management shall be done by such association. For this purpose, the Developer shall be entitled to collect any or all Extras and Deposits as more particularly specified in **Schedule IV** from the Allottees and frame such rules and regulations for the Allottees as it may deem fit. The Developer shall also be entitled to frame schemes for the management and/or administration of the building and/or common parts and facilities comprised in the Project.
- 11.2 The Owners and Supremus agree and acknowledge that in the event of a Transfer by the Owners out of the Owners' Allocation or by Supremus out of Supremus' Allocation, they would ensure that such Allottee(s) enters into a separate management agreement with the Developer or its nominee(s) in connection with the maintenance and management of the Project. The Owners and Supremus hereby further agree and acknowledge that, in the event any part(s) or portion(s) of the Owners' Allocation or Supremus' Allocation is not Transferred, then in respect of such part(s) or portion(s) of the Owners' Allocation and/or Supremus' Allocation, the Owners' jointly or severally and/or Supremus shall be liable to enter into a separate management agreement with the Developer or its nominee(s) in connection with the maintenance and management of the Project and they shall become the members of the association of the Project, in respect of such part(s) or portion(s) of the Owners' Allocation and/or Supremus' Allocation, that are not Transferred.
- 11.3 The Owners and Supremus acknowledge that the Developer and its servants and agents with or without workmen and others, shall at all reasonable times, have the right to enter into and upon the Subject Property and every part thereof for the purpose of maintenance or repairing part of the building and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down, maintaining, repairing and

testing drains, septic tank, water pipes and electric wires and for any purpose of similar nature.

12. REPRESENTATIONS, WARRANTIES AND COVENANTS

12.1 The Owners jointly and severally assure, undertake, warrant, covenant and represent to the Developer that as on the Effective Date:

12.1.1 they have all necessary power and authority to enter into this Agreement and to perform all of the obligations to be performed by them under this Agreement;

12.1.2 this Agreement has been duly and validly authorised, executed and delivered by them and constitute their valid and binding obligation which is enforceable in accordance with its terms;

12.1.3 the execution and delivery of this Agreement and the performance of their obligations hereunder shall not (i) conflict with or result in the breach of the terms of any other contract or commitment to which they are a party or by which they are bound, (ii) conflict with or require any consent or approval under any judgment, order, writ, decree, permit or license to which they are party(ies) or by which they are bound or (iv) require the consent or approval of any other party to any contract, instrument or commitment which they are party(ies) or by which they are bound;

12.1.4 there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings including any insolvency or bankruptcy proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing or pending or to their best of knowledge, threatened or anticipated, which may prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or transactions contemplated hereunder;

12.1.5 they shall comply with all Applicable Law, regulatory requirements, standards, guidelines and codes of practice in connection with the performance of their obligations under this Agreement and shall not do or permit anything to be done which might cause or otherwise result in a breach of this Agreement or cause any detriment to the transactions herein envisaged;

12.1.6 their entry into this Agreement, and the exercise of their rights and performance of and compliance with their obligations under or in connection with this Agreement or any other document entered into under or in connection with this Agreement, shall constitute private and commercial acts done and performed for private and commercial purposes.

12.1.7 the Owners are the full and absolute owners of the Subject Property together with all title, interest, rights and benefits comprised in the Subject Property and further have the full right and absolute power and authority to deal with all title, interest, rights and benefits comprising the Subject Property or any part and portion thereof which is fit for the purposes of exploitation of the Development Rights granted hereunder;

- 12.1.8 they have a free, clear and marketable right, title and interest in relation to the Subject Property;
- 12.1.9 the Subject Property is free from all Encumbrances, whatsoever or howsoever;
- 12.1.10 that there is no embargo on them from dealing with the Subject Property and/or transferring and/or alienating the same in any manner whatsoever or howsoever;
- 12.1.11 they are in compliance in all respects with the terms and conditions contained in the Title Deeds. The applicable stamp duty on each of such documents has been duly paid, and each of these documents have been duly registered with the registrar of competent jurisdiction pursuant to the applicable requirements under the Indian Registration Act, 1908;
- 12.1.12 no other Person and/or third party has any manner of right or title or interest or claim or demand over or in respect of the Subject Property and/or any part or portion thereof;
- 12.1.13 that they have not dealt with any part or portion of the Subject Property in any manner or created any third party right or title or interest therein or entered into any agreement, contract, etc. in respect thereof;
- 12.1.14 that no part or portion of the Subject Property is the subject of any acquisition, requisition, vesting and/or alignment by any government body and/or authority, statutory or otherwise, and further neither the Owners nor their predecessors-in-interest/title have received any notice of acquisition, requisition, vesting and/or alignment in respect of any part or portion of the Subject Property, and there are no claims from any Governmental Authority nor are there any proceedings pending or initiated in relation thereto by any Person and/or under any Applicable Law, and the Owners are neither aware of nor have knowledge of any circumstances or facts or matters which are likely to give rise to any such notices or claims or proceedings;
- 12.1.15 that the Title Deeds and/ or no other documents in respect of the Subject Property or any part thereof have been deposited in favour of any third party or Person with the intention of creating an equitable mortgage or as security for performance of any act or payment of any money or otherwise;
- 12.1.16 that there is no manner of boundary dispute in respect of the Subject Property;
- 12.1.17 that no Person or Persons whosoever has claimed any right of pre-emption over or in respect of the Subject Property or any part or portion thereof and there are no outstanding actions, claims or demands between the Owners and any third party in respect of the Subject Property;
- 12.1.18 that the Subject Property is not subject to any attachment under the provisions of the Public Demand Recovery Act, 1913 or under the Income Tax Act, 1961 or under any other Applicable Law;

- 12.1.19 that no right or easement that may be required for execution of the Project and/or appurtenant to and/or benefitting the Subject Property is restricted in any way, and such rights and easements are enjoyed freely without interruption and without restrictions as to hours of use or otherwise and no Person or Governmental Authority has any right to terminate or curtail a right or easement appurtenant to or benefitting the Subject Property;
- 12.1.20 that there are no legal or other proceedings pending in respect of the Subject Property, injunctions or attachments, court orders, debts, notices, etc.;
- 12.1.21 No notice from Governmental Authority, or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition or alignment or vesting of the Subject Property or any part or portion thereof) or from any third party has been received by or served upon the Owners in respect of the Subject Property or any part or portion thereof;
- 12.1.22 that no means of access to the Subject Property is shared with or subject to rights of determination or requires payment to any third party;
- 12.1.23 The Owners have been in continuous vacant, peaceful legal and physical possession of the Subject Property, without any hindrance or impediment;
- 12.1.24 that no third party has claimed or acquired any manner any rights, title, interest or any benefits in the Subject Property by way of adverse possession or otherwise;
- 12.1.25 The Subject Property is not subject to any covenants, restrictions, stipulations, options, rights of pre-emption, adverse estate right or interest, licenses, grants, exceptions or reservations or other such rights (whether legal or equitable) the benefit of which is vested in a third party or to any other rights or arrangement in favour of any third party (whether in the nature of a public or private right or obligation) and further there is no agreement to create the same;
- 12.1.26 that no portion of the Subject Property or any rights, title, interest or benefits therein is affected by any notice or scheme of any local development authority or Governmental Authority;
- 12.1.27 that compliance is being made and has at all times been made and shall be continued to be made until as provided herein, with all Applicable Law, statutes, bye-laws, permits, obligations, statutory instruments and requirements with respect to the Subject Property, its ownership, occupation, possession and use;
- 12.1.28 that there is no order of any court or Governmental Authority or any other statutory authority prohibiting sale and/or Transfer and/or alienation of the Subject Property or any part or portion thereof;
- 12.1.29 that there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing, or pending in respect

of and/or against any part or portion of the Subject Property nor are any such proceedings threatened or anticipated, which may prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or the transactions stated herein and/or enjoin, restrict or prohibit the performance by the Owners of their obligations under this Agreement and/or prevent the Owners from fulfilling their obligations set out in this Agreement or arising from this Agreement;

- 12.1.30 that no notice, order, judgment, demand or letter requiring the taking of remedial or other action under or pursuant to any environmental legislation in India or elsewhere has been served on or received by the Owners, which may in any manner affect or impact the Subject Property and/or the Development Rights granted herein;
- 12.1.31 that in relation to the Subject Property all the terms and conditions in relation to the Subject Property are contained in the Title Deeds and there are no other agreements, documents or letters relating to or affecting the same;
- 12.1.32 The Owners have made all payments and dues to be made in terms of the Title Deeds under which they have acquired the Subject Property and there are no impediments, defaults, omissions or constraints whatsoever with regard to the rights, ownership, titles, estate, privileges and interests vesting in the Owners as required under Applicable Law for the purpose of the transaction contemplated under this Agreement;
- 12.1.33 that (i) they have not entered into, nor have authorised any Person to enter into, any arrangement or agreement for sale/ lease/ license/ allotment or any other agreement or memorandum of understanding for sale, booking of any plot, units, shops, any kind of office space or commercial space or any other space/ area, to be developed or constructed over the Subject Property; (ii) they have not accepted any request for booking or allotment of sale/ lease/ license of any plot, house, unit or any other space/ area, to be developed or constructed over the Subject Property; and (iii) they have not appointed any attorney to act on its behalf, nor entered into, nor has authorised any Person to enter into, any development rights agreement, development rights assignment agreement, Transfer of development rights agreement or any other agreement, memorandum of understanding, term sheet etc. for transferring any rights in/ on the Subject Property or any part thereof;
- 12.1.34 that the Owners have not issued and/ or executed any power of attorney or any other authority, oral or otherwise empowering any other Person(s) to deal with the Subject Property or any part thereof for any purpose whatsoever;
- 12.1.35 that there are no outstanding property taxes, rates, duties, cess, levies including assessments, water charges, electricity charges, dues or any other charges, under any Applicable Law, required to be paid to any Governmental Authority or other Person in connection with the Subject Property that remains unpaid as on the Effective Date;
- 12.1.36 there are no tenants, encroachers, trespassers, occupants or squatters on the

Subject Property and no other Person or Persons including any worker, labourer, staff (in respect of any pending dues like wages retrenchment or retirement dues, or any other benefits) has/have any right, title, interest, claim or demand of any nature whatsoever in, to or upon the Subject Property or any part thereof including by way of sale, agreement for sale, charge, lien, mortgage, pledge, security interest, gift, trust, lease, sub-lease, license, tenancy, easement, Encumbrance or otherwise howsoever; and

- 12.1.37 that each of the representations and warranties contained herein are true and correct and shall survive and subsist at all times.
- 12.2 Supremus assures, undertakes, warrants, covenants and represents to the Developer that as on the Effective Date:
- 12.2.1 it has all necessary power and authority to enter into this Agreement and to perform all of the obligations to be performed by them under this Agreement;
- 12.2.2 this Agreement has been duly and validly authorised, executed and delivered by it and constitute it's valid and binding obligation which is enforceable in accordance with its terms;
- 12.2.3 the execution and delivery of this Agreement and the performance of its obligations hereunder shall not (i) conflict with or result in the breach of the terms of any other contract or commitment to which it is a party or by which it is bound, (ii) conflict with or require any consent or approval under any judgment, order, writ, decree, permit or license to which it is a party or by which it is bound; or (iv) require the consent or approval of any other party to any contract, instrument or commitment which it is a party or by which it is bound.
- 12.2.4 there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings including any insolvency or bankruptcy proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing or pending or to their best of knowledge, threatened or anticipated, which may prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or transactions contemplated hereunder;
- 12.2.5 it shall comply with all Applicable Law, regulatory requirements, standards, guidelines and codes of practice in connection with the performance of its obligations under this Agreement and shall not do or permit anything to be done which might cause or otherwise result in a breach of this Agreement or cause any detriment to the transactions herein envisaged; and
- 12.2.6 its entry into this Agreement, and the exercise of its rights and performance of and compliance with its obligations under or in connection with this Agreement or any other document entered into under or in connection with this Agreement, shall constitute, private and commercial acts done and performed for private and commercial purposes.
- 12.2.7 that it has not dealt with any part or portion of the Subject Property in any

manner or created any third party right or title or interest therein or entered into any agreement, contract, etc. in respect thereof;

- 12.2.8 that (i) it has not entered into, nor have authorised any Person to enter into, any arrangement or agreement for sale/ lease/ license/ allotment or any other agreement or memorandum of understanding for sale, booking of any plot, units, shops, any kind of office space or commercial space or any other space/ area, to be developed or constructed over the Subject Property; (ii) it has not accepted any request for booking or allotment of sale/ lease/ license of any plot, house, unit or any other space/ area, to be developed or constructed over the Subject Property; and (iii) it has not appointed any attorney to act on its behalf, nor entered into, nor has authorised any Person to enter into, any development rights agreement, development rights assignment agreement, Transfer of development rights agreement or any other agreement, memorandum of understanding, term sheet etc. for transferring any rights in/ on the Subject Property or any part thereof; and
- 12.2.9 that each of the representations and warranties contained herein are true and correct and shall survive and subsist at all times.

12.3 Reliance

- 12.3.1. The Owners and Supremus acknowledge that the Developer enters into this Agreement on the basis of, and in full reliance on, each of the representations and warranties specified in Clause 12.1 and Clause 12.2 above.
- 12.3.2. The Owners state, declare and assure the Developer that based on their representation of a clear and marketable title to the Subject Property:
- (i) The Developer can submit the declaration supported by a sworn affidavit together with the application to the competent authority, at the time of registration of the Project under RERA;
 - (ii) The Developer can obtain, at its own cost and expense, insurance of the title of the Subject Property as required under RERA; and
 - (iii) In the event, the title of the Owners, in respect of the Project Land, is found to be erroneous or defective and is required to be rectified or corrected, the cost of such rectification or corrections shall be borne by the Owners.

12.4 Specific Representations and Covenants by the Developer

Without prejudice to any other provisions of this Agreement, the Developer hereby further assures, undertakes, warrants, covenants and represents to the Owners and Supremus and in this regard the Developer shall keep the Owners and Supremus saved, harmless and indemnified against all costs, charges, claims, etc. for the same in any manner whatsoever as follows:

- 12.4.1 that the Developer has sufficient knowledge, skill and expertise in the matter of

development of immovable properties and construction of residential buildings;

- 12.4.2 that the Developer would carry out the construction of the Project strictly as per the Building Plan to be sanctioned by KMC and abiding by all other Applicable Law, without any default of any nature whatsoever;
- 12.4.3 the Developer shall be responsible 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 Subject Property and construction of the Project, without making the Owners and Supremus liable and responsible for the same in any manner whatsoever;
- 12.4.4 the Developer shall remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking, carrying out and completing construction of the Project in accordance with the sanctioned plans issued and further may be issued by K.M.C. and to perform and observe all the terms, conditions, covenants and obligations on the part of the Developer to be performed and observed and in this regard keep the Owners and Supremus saved, harmless and indemnified against all such claims, charges and expenses.
- 12.4.5 The Developer shall be solely responsible and liable for any defect in the construction work, materials used, and structural stability of the Project; and
- 12.4.6 that each of the representations and warranties contained herein are true and correct and shall survive and subsist at all times.

13. DEFAULT AND TERMINATION

- 13.1 In case (i) the Owners fail to make out a marketable title to the Subject Property; and/or (ii) the Project gets stalled and cannot be completed due to defect or Encumbrance of any and every nature in the title of the Subject Property (including on account of non-payment of statutory dues) or matters connected therewith or incidental thereto; and/or (iii) the representations, warranties and/or covenants of the Owners and/or Supremus are breached, violated or not complied with, the Developer shall be at liberty to terminate this Agreement and in such event the Owners and Supremus shall refund to the Developer the Security Deposit received by them respectively (as applicable) from the Developer, together with all costs, expenses, fees, and charges actually incurred by the Developer till such date of termination, including advances paid as well as dues payable by the Developer to the contractors and/or any other vendors, proportionate to the respective allocations of the Owners and Supremus in the Project, as certified by an architect or a chartered engineer to be appointed by the Developer after adjustment of all amounts received by the Developer from the Allottees against booking of Units forming part of Developer's Allocation and construction loan taken by Developer from Lender (if any), together with interest thereon calculated @12% (twelve percent) per annum ("Termination Payment due to Default of Owners and Supremus") within 60 (sixty) days of such termination. Upon such termination of this Agreement and the Developer confirming/acknowledging receipt in writing of the Termination Payment due to Default of Owners and Supremus, from the Owners and Supremus, the Developer shall forthwith vacate the Subject Property and hand it back to the Owners free from any charge or mortgage that the Developer may have created in respect of the Subject

Property for arranging construction finance. It is hereby clarified that until the Termination Payment due to Default of Owners and Supremus is made by the Owners and Supremus to the Developer, the Subject Property together with constructions made thereat shall remain in the possession of the Developer and shall also remain as a charge in favour of the Developer. In the event, the Developer opts not to cancel and decides to continue with this Agreement, the Owners and Supremus shall not be required to make any Termination Payment due to Default of Owners and Supremus;

- 13.2 In case the Developer expresses its unwillingness to implement the Project for any reason whatsoever or after starting the Project fails and neglects to implement the same within the Completion Period or Grace Period or any other timeline as may be mutually agreed between the Parties, the Owners and the Supremus shall be at liberty to terminate this Agreement and exercise their step in right to complete the construction of the Project, and in such an event, the Owners and Supremus shall refund to the Developer the Security Deposit received by them respectively (as applicable) from the Developer, together with all construction cost and advances paid by the Developer to the contractor(s) and/or to any other vendor(s) in connection with construction of the Project together with any other miscellaneous expenses pertaining to the Project after adjustment of all amounts received by the Developer from the Allottees against booking of Units forming part of Developer's Allocation and construction loan taken by Developer from Lender (if any) and all dues payable by the Developer to the contractor(s) and/or any other vendor(s) relating to the Project, as certified by an architect or a chartered engineer to be appointed by the Developer ("**Termination Payment due to Default of Developer**") within 60 (sixty) days of such termination. Upon such termination of this Agreement and the Developer confirming/acknowledging receipt in writing of the Termination Payment due to Default of Developer from the Owners and Supremus, the Developer shall forthwith vacate the Subject Property and hand it back to the Owners free from any charge or mortgage that the Developer may have created in respect of the Subject Property for arranging construction finance and the Owners and Supremus shall be entitled to enter into a fresh agreement with any other developer. It is hereby clarified that until the Termination Payment due to Default of Developer is made by the Owners and Supremus to the Developer, the Subject Property together with constructions made thereon shall remain in the possession of the Developer and shall also remain as a charge in favour of the Developer.
- 13.3 Upon occurrence of any Force Majeure event and if such Force Majeure event continues for a period of 90 (ninety) days, then either Party(ies) shall be entitled to terminate this Agreement after providing a written notice of 30 (thirty) days to the other Party(ies) and upon expiry of the said 30 (thirty) days' period, this Agreement shall stand determined. Upon such termination (i) the Owners and Supremus shall within 60 (sixty) days from the date of termination of this Agreement refund to the Developer the Security Deposit received by them respectively (as applicable) from the Developer, together with all costs, expenses, fees and charges actually incurred by the Developer till such date of termination, including advances paid by the Developer to the contractors and/or any other vendors, proportionate to the respective allocations of the Owners and Supremus in the Project, as certified by an architect or a chartered engineer to be appointed by the Developer ("**Termination Payment due to Force Majeure**") after adjustment of all amounts received by the Developer from the Allottees against booking of Units forming part of Developer's Allocation and construction loan taken by Developer from Lender (if any); (ii) upon receipt of the Termination Payment due to Force Majeure by the

Developer, the Developer shall forthwith vacate the Subject Property and hand it back to the Owners free from any Encumbrance including any charge or mortgage that the Developer may have created in respect of the Subject Property for arranging construction finance. It is hereby clarified that, until the payment of the Termination Payment due to Force Majeure is made by the Owners and Supremus to the Developer, the Subject Property together with constructions made thereon shall remain in the possession of the Developer and shall also remain as a charge in favour of the Developer.

14. TAXES

14.1 The Owners and Developer shall be responsible to bear and pay direct and indirect taxes, including for example, income-tax and GST which arise upon execution of this Agreement for their respective share. Wherever the Owners/Developer have a legal obligation to pay the aforesaid taxes associated with this Agreement, the Owners/Developer shall be solely responsible for their respective share. If the Developer is held to have a legal obligation to pay GST, if any, upon entering into and/or execution of this Agreement with the Owners, then the Developer shall invoice the Owners and the Owners shall pay that equivalent amount as assessed by the appropriate taxing authority. In case and in the event the Owners fail to or are unable to discharge the tax liability, then the Developer reserves the right to rescind and/or cancel this Agreement, in which case, the provision contained in Clause 13.1 shall be attracted.

14.2 The Developer shall raise tax invoice, along with applicable GST, for the construction service provided to Owners to the extent of the Owners' Allocation on the basis of mutually agreed milestones on such value as may be prescribed under the GST laws and the Owner shall be reimbursing the Developer only the GST component within 20th (twentieth) day of the succeeding month or before the due date of payment of GST and, in case of default, interest at the rate of 18% (eighteen percent) per annum from 21st (twenty first) day of the succeeding month shall be charged by the Developer till the date of actual payment of GST is being made.

14.3 Further, to the extent any GST is required to be paid by the Developer under reverse charge post receipt of completion certificate, the same shall be limited only on the unsold portion of the Developer's Allocation. Further, in case the Developer is required to pay any GST or any other taxes on behalf of the Owner under any provision of Applicable Law, the Developer will be reimbursing the same from the Owner.

15. INDEMNITY

15.1 The Owners and Supremus hereby, jointly and severally, agree to indemnify and save harmless the Developer promptly upon demand and from time to time against any and all losses, damages, costs, liabilities, fines, penalties, imposts, compensations paid in settlement or expenses (including without limitation, reasonable attorneys' fees and disbursements but excluding any consequential, punitive or special damages) (collectively, "**Composite Losses**") arising from or in connection with any actions, suits, claims, proceedings, judgments relating to or arising out of any inaccuracy in or breach of the representations and warranties or non-performance of the covenants and obligations of the Owners and/or Supremus under this Agreement or any liabilities pertaining to the Subject Property including claims by third parties ("**Developer's Claim**").

- 15.2 The Developer hereby agrees to indemnify and save harmless the Owners and Supremus, promptly upon demand and from time to time against any and all Composite Losses, arising from or in connection with any actions, suits, claims, proceedings, judgments relating to or arising out of any inaccuracy in or breach of the representations and warranties or non-performance of the covenants and obligations of the Developer under this Agreement or any liabilities pertaining to the Subject Property including claims by third parties (“Owners’ and Supremus’ Claim”)
- 15.3 The Developer and the Owners and Supremus, as the case may be, shall be entitled to make the Developer’s Claim and Owners’ and Supremus’ Claim, respectively, by issuing a notice in writing to the other Party(ies) and such other Party(ies) shall pay an amount equal to the Composite Losses within 60 (sixty)days from the date of such notice.
- 15.4 The indemnification rights under this Agreement of the Parties are without prejudice to, independent of and in addition to such other rights and remedies as the Parties may have at law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished hereby.

16. GOVERNING LAW AND DISPUTE RESOLUTION

- 16.1 The formation, validity, interpretation, execution, termination of and settlement of disputes and differences under this Agreement, and any and all claims arising directly or indirectly from the relationship between the Parties (such dispute, difference or claim hereafter referred to as “Dispute”) shall be governed by the laws of India.

16.2 Amicable Resolution

In the event any Dispute arises, then such Dispute shall in the first instance be resolved amicably by representatives of the Parties. In the event Parties fail to resolve such dispute amicably within a period of 30 (thirty) days from the date of notification of such Dispute by one Party to the other Party(ies), then either of the Party(ies) shall be entitled to refer such Dispute to arbitration, which shall be conducted as per the provision laid down in Clause 16.3 below.

16.3 Arbitration

16.3.1 The arbitration shall be conducted by an arbitral tribunal comprising 3 (three) arbitrators. The Developer shall appoint 1 (one) arbitrator and the Owners and Supremus jointly shall appoint 1 (one) arbitrator. The third arbitrator shall be selected by the 2 (two) arbitrators so appointed.

16.3.2 All disputes arising out of any of the provisions of this Agreement shall be referred to the arbitration of such Person as be jointly decided/nominated by the parties, failing which the arbitrator shall be appointed in the manner provided in the Arbitration and Conciliation Act, 1996, as may be amended from time to time. The arbitration seat and venue shall be in Kolkata, the language shall be English, the procedure shall be informal and the directions/awards shall be binding.

16.3.3 Disputes between Owners and Supremus not to affect Agreement: The Owners and Supremus and each of them confirm, assure and undertake to the Developer that any Dispute *inter se* the Owners and Supremus shall not in any way affect this Agreement and/or the development of the Subject Property in terms hereof. The Owners and Supremus shall take particular care to ensure that such Dispute(s) do not adversely affect or interfere with the construction of the said complex and the sale of the Units.

16.4 Jurisdiction of Courts

Subject to Clause 16.3 above, the courts in Kolkata shall have exclusive jurisdiction in relation to any Dispute arising out of this Agreement. In connection with the aforesaid arbitration proceedings, the relevant district courts having territorial jurisdiction over the Subject Property and the Hon'ble High Court at Calcutta only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

16.5 Continuance of Obligations

Notwithstanding the existence of any dispute or difference between the Parties which is referred for resolution or, as the case may be to arbitration, the Parties shall, during the pendency of the process of resolution or, as the case may be, arbitration, continue to act on matters under this Agreement which are not the subject matter of the dispute or difference as if no such dispute or difference had arisen.

17. MISCELLANEOUS

17.1 Notices

All notices and other communications pursuant to this Agreement shall be in writing and shall be deemed to be given if delivered personally, faxed (where applicable), sent by recognised courier or mailed by registered or certified mail (return receipt requested), postage prepaid, to the Parties at the addresses or e-mail set forth below or to such other address or e-mail as the Party to whom notice is to be given may have furnished to the other Party hereto in writing in accordance herewith. Any such notice or communication shall be deemed to have been delivered and received (A) in the case of personal delivery, recognised courier or certified mail or e-mail, on the date of such delivery and (B) in the case of fax, on the date sent if confirmation of receipt is received and such notice is also promptly mailed by registered or certified mail (return receipt requested).

- (i) In the case of notice to Owners, to:
Attention: Mr. Anurag Jhunjhunwala
Address: 37C, Hindustan Road, Kolkata, P.S. Gariahat, Kolkata - 700029

E mail: anurag.jhunjhunwala@gmail.com

- (ii) In the case of notice to Supremus, to:
Attention: Mr. Anurag Jhunjhunwala
Address: 37C, Hindustan Road, Kolkata, P.S. Gariahat, Kolkata - 700029
E mail: anurag.jhunjhunwala@gmail.com

- (iii) In the case of notice to the Developer, to:
Attention: Mr. Akshay Kumar Pasari
Address: 35, Ballygunge Park, P.S. Karaya, Kolkata - 700019
E mail: akshay@pasarigroup.com

or at such other address as the Party to whom such notices, requests, demands or other communication is to be given shall have last notified the other Party(ies) giving the same in the manner provided in this Clause, but no such change of address shall be deemed to have been given until it is actually received by the Party sought to be charged with the knowledge of its contents.

17.2 Severability

If any provision of this Agreement is invalid or unenforceable or prohibited by Applicable Law, it shall be treated for all purposes as severed from this Agreement and ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof, which shall continue to be valid and binding. Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the fullest extent possible in accordance with the Applicable Law.

17.3 Assignment

The Developer shall be entitled to assign and novate, any or all of its rights and obligations under this Agreement to any third party with prior written permission of the Owners and Supremus. However, it is hereby clarified that the Owners nor Supremus shall be entitled to assign and novate, any or all of its rights and obligations under this Agreement to any third party with prior written permission of the Developer.

17.4 Waiver

No failure to exercise and no delay in exercising on the part of any of the Parties any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17.5 Amendment

This Agreement shall not be amended, altered or modified except by an instrument in writing signed by or on behalf of all the Parties.

17.6 Entire Agreement

This Agreement shall constitute the entire agreement between the Parties and supersedes any arrangements, understandings or previous agreements relating to the subject matter of this Agreement.

17.7 Further Assurance

The Parties shall use their reasonable commercial efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under Applicable Law and regulations to consummate or implement expeditiously the transactions contemplated by, and the agreements and understanding contained in this Agreement.

17.8 Legal and Prior Rights

All rights and remedies of the Parties hereto shall be in addition to all other legal rights and remedies belonging to such Parties and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid and it is hereby expressly agreed and declared by and between the Parties hereto, that the determination of this Agreement for any cause whatsoever shall be without prejudice to any and all rights and claims of any Party hereto, which shall or may have accrued prior thereto.

SCHEDULE I SUBJECT PROPERTY

ALL THAT piece and parcel of land admeasuring 70.38 (seventy point three eight) decimal together with multiple R.T. sheds collectively admeasuring 2,000 (two thousand) square feet standing thereon comprised in Premises No. 23, Manick Bandopadhyay Sarani (formerly known as Moore Avenue), Kolkata - 700040, presently within the limits of Ward No. 97 of the Kolkata Municipal Corporation, Assessee No. 210970800943, Police Station Regent Park and Sub-Registration Office Alipore, District South 24-Parganas, West Bengal butted and bounded in the manner as following:

ON THE NORTH:	By partly Premises No. 43A, Moore Avenue and partly KMC Road;
ON THE SOUTH:	By Manick Bandhopadhyay Sarani;
ON THE EAST:	By partly 42/1, Manick Bandhopadhyay Sarani and partly 61/25/1, Manick Bandhopadhyay Sarani; and
ON THE WEST:	By Municipal Road thereafter partly 23/1A, Manick Bandhopadhyay Sarani and partly 23/2E, Manick Bandhopadhyay Sarani.

The Subject Property is delineated on the Plan annexed hereto as the **Annexure** to this Agreement and is bordered in the colour Red and the said Plan shall always be deemed to be an integral part of this Agreement and shall be in full force and effect as though it was expressly set out in the body of this Agreement.

SCHEDULE II POWERS

(The powers are to be granted by the Owners and Supremus to the extent applicable)

1. To appear for and represent the Owners and/or Supremus before all local, State or Central Government statutory bodies to all intents and purposes in connection with construction of the Project at the Subject Property and to sign all letters, undertakings, indemnities etc. and submit the same as may be required or necessary for carrying out construction of the

Project at the Subject Property.

2. To represent the Owners and/or Supremus before any concerned local authority, the West Bengal Fire Services Department, office of the competent authority under the Urban Land (Ceiling and Regulation) Act, 1976, any concerned police authority, income tax authority, and all other Governmental Authorities and/or Government departments and to file necessary papers, documents, undertakings, and/or indemnities in respect of any matter relating to construction of the Project at the Subject Property.
3. To obtain permission or approval from the concerned sanctioning and/or planning authority and/or other Governmental Authority as may be required for the development and construction of the Project at the Subject Property in accordance with this Agreement and for that purpose to sign such applications, papers, writings, undertakings, appeals, etc., as may be required.
4. To enter upon the Subject Property with men and material as may be required for the purpose of development work and erect the buildings as per the Building Plan to be sanctioned by the concerned sanctioning authority and/or local authority.
5. To hold and defend possession of the Subject Property and every part thereof and also to develop, manage, maintain, deal with and administer the Project being developed thereon and all buildings and constructions to be constructed thereon and every part thereof.
6. To sign all contracts and orders and other documents, letters, receipts, papers and/or writings whatsoever and to conclude all bargains and deals to accept all estimates, tenders, quotations etc. on such terms and conditions as the Developer shall deem fit and proper and to settle all disputes and differences in connection thereto for construction and completion of the Project at the Subject Property.
7. To appoint and terminate the appointment of architects, engineers, surveyors and others for survey and soil testing at the Subject Property.
8. To sign and execute all plans, sketches, maps, declarations, including boundary declaration, forms, petitions, letters and/or any other documents relating to or in connection with the applying for and obtaining the Building Plan in respect of the development of the Subject Property.
9. To prepare, apply for and submit necessary application for making necessary changes or modifications or alteration or additions or deletions in the Building Plan with the concerned sanctioning and/or planning authority and any Governmental Authority as may be required to obtain the Building Plan and if required, to have the same modified and/or altered from time to time.
10. To obtain delivery of the Building Plan with revision and/or modification and/or alteration from the concerned sanctioning authority/local authority or any other authority(ies).
11. To apply for and obtain clearance certificate, no objection certificates, permissions and/or consents, if required, from the West Bengal Pollution Control Board for obtaining the Building Plan with revisions and/or modifications and/or alterations from the KMC, in respect of the Project at the Subject Property.

12. To receive the excess amount of fees, if any, paid to any authority or authorities for the purpose of obtaining the Building Plan with any modification and/or alteration thereof, in respect of the Project at the Subject Property, and to distribute such excess amount of fees so refunded to the respective Parties, to the extent of such Party's share in the amount contributed.
13. To have the Subject Property surveyed and to have the soil tested for the proposed construction and development of the Project at the Subject Property.
14. To pay all fees and expenses and obtain sanction and such other order(s) or permission(s) or consent(s) or no objection certificates from the necessary authority(ies) and to do all other necessary acts deeds and things as may be expedient for the purpose of obtaining the Building Plan with any modification and/or alteration thereof, in respect of the Project at the Subject Property.
15. To apply for and obtain electricity, gas, water, sewerage, drainage, lift and/or other connections of any other utility or facility in the Subject Property from the concerned companies and/or sanctioning and/or planning authority and/or other appropriate authorities and/or to make alteration therein and/or to close down and/or have disconnected the same.
16. To install all electricity, gas, water and/or surface and foul water drainage systems on the Subject Property and to serve such notices and enter into such agreements with statutory authorities and/or other companies, as may be necessary, for installation of the aforesaid services.
17. To do all necessary acts, deeds and things for the purpose of complying with Applicable Law for the time being in force for the purpose of obtaining the Building Plan with any modification and/or alteration thereof in respect of the Project at the Subject Property.
18. To appoint architects, engineers, contractors, sub-contractors, consultants, surveyors and/or other professionals, as may be required, and to supervise the development and construction work of the Project on the Subject Property.
19. To apply for and obtain, in the name of the Owners, service connections including for water, sewerage and/or electricity for carrying out and completing the development of the Subject Property.
20. To make deposits with the concerned sanctioning and/or planning authorities and/or other authorities for the purpose of carrying out the development work and construction of the Project on the Subject Property and to claim refunds of such deposits and to give valid and effectual receipt and discharge on behalf of the Owners in connection therewith.
21. To construct upon and develop the Subject Property and to undertake the financing and designing of the Project without any claim or interference from any Person in any manner whatsoever.
22. To excavate the Subject Property and demolish all structures thereupon, undertake sale of debris and appropriate proceeds thereof.

23. To create Encumbrances over the Subject Property and the constructions thereon as permitted in this Agreement.
24. To take such steps as are necessary to divert all pipes, cables or other conducting media in, under or above the Subject Property or any adjoining or neighboring properties and which need to be diverted as a result of the Project.
25. To obtain and give rights of way, access, and rights to lay drains, water mains, electric cables, telephone, fax lines, telegraph cables, etc., underground or overhead (as the case may be) and for that purpose to obtain, give, sign, execute and/or deliver all deeds, undertakings, writings, etc. as may be necessary or required from time to time.
26. To give all necessary notices under Applicable Law for the demolition and clearance of the Subject Property and development thereof, as contemplated in this Agreement.
27. To not allow any Person to encroach into or upon the Subject Property or any part or portion thereof and take all steps as may be required for removing trespassers, unauthorised occupants and/or tenants from the Subject Property.
28. After completion of the construction of the Project or any phase thereof, to apply for and obtain occupancy certificate/completion certificate in respect thereof or any part(s) thereof from the concerned sanctioning and/or planning authorities.
29. To ask for, receive and recover from the Allottees all consideration, charges, service charges and other taxes and sums of moneys in respect of the Saleable Areas in the Project and/or the Subject Property, in any manner whatsoever, and on non-payment thereof to enter upon and restrain and/or and take legal steps for the recovery thereof in the manner as the Developer may think fit.
30. To execute from time to time all deeds of Transfer for such Saleable Areas in the Project and/or the Subject Property which forms part of the Developer's Allocation along with or without the proportionate undivided impartible share in the Subject Property attributable to such Saleable Areas forming part of the Developer's Allocation as permitted in this Agreement, and to receive consideration, rents, deposits thereof and grant valid and effectual receipts to the payer and deposit all such receipts in the relevant bank account and present the above documents/instruments for registration and admit the execution of such documents/instruments before the appropriate authorities.
31. To cause the name of Allottee of Units, pertaining to the Developer's Allocation, to be mutated in the records of the concerned municipal authorities, and for the aforesaid purpose to sign and execute all applications, papers, deeds, documents and/or instruments as the Developer in its absolute discretion may deem fit and proper.
32. To execute any deed of declaration, deed of confirmation and/or any deed of modification and to register the same with the Sub-Registrar, Additional District Sub-Registrar, District Sub-Registrar, Additional Registrar of Assurances, Kolkata, as the Developer may at its sole discretion desire or deem fit and proper.
33. To collect any payments (including applicable taxes) from the Allottees, on behalf of

Corporate Owners and Supremus, and reimburse the same.

34. To do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities hereinbefore contained, as fully and effectually as the Owners and/or Supremus could do in Person.
35. **AND GENERALLY** to do all acts deeds and things for better exercise of the authorities herein contained which the Owners and/or Supremus could have lawfully done under its hands and seals, if personally present.

**SCHEDULE III
OWNER'S ALLOCATION, SUPREMUS' ALLOCATION AND DEVELOPER'S ALLOCATION**

The Owner's Allocation, Supremus' Allocation and the Developer's Allocation is agreed to be divided, basis the Built-Up Area of the Project, in the manner prescribed below.

Sl. No.	Name	Status	Specific Allocation
1.			
1	Supremus Projects LLP	Supremus	3.5% of the total Built-Up Area in the Project
2	Cerebrum Tradecom Private Limited Inception Tradecom Private Limited Skygraph Tradecom Private Limited Inbred Merchants Private Limited Alpic Builders Private Limited Goldburn Dealcom	Owners	Collectively 51.5% of the total Built-Up Area in the Project

	Private Limited Somnath Chaudhuri Ankhi Patra Rajasri Chakrabarti		
Total			55% (fifty five percent) of the total Built-Up Area in the Project
3	Pasari Promoters Private Limited	Developer	45% (forty five percent) of the total Built-Up Area in the Project

**SCHEDULE IV
EXTRAS AND DEPOSITS**

EXTRA DEVELOPMENT CHARGES shall include:

Extra Development Charges	Amount (in INR)
Electricity charges (per sq. ft. on B.U.A.)	110
Club charges (per sq. ft. on B.U.A.)	60
Generator charges per K.V.A.	25,000
Legal documentation charges (per sq. ft. on B.U.A.)	35
Registration charges for Agreement for Sale and Conveyance Deed	10,000 on Agreement For Sale registration and 10,000 on execution of Conveyance Deed
Grill charges (per sq. ft. on B.U.A.) (optional)	70
Air conditioning charges (per sq. ft. on B.U.A.) (optional)	235

DEPOSITS shall include:

Deposits	Amount (in INR)
Maintenance Deposit (per sq. ft. on B.U.A.)	48
Corporation Tax Deposit (per sq. ft. on B.U.A.)	48

SCHEDULE V SPECIFICATIONS

Super Structure: RCC frames structure

Flooring: Wooden laminated flooring in master bedroom, vitrified tiles in bedroom, living room and dining room

Internal Wall Finish: POP/Putty finish on walls

Toilet:

- Anti-skid ceramic/vitrified tiles on floor
- Ceramic/vitrified tiles on walls
- Sanitary ware and CP fittings of Jaquar or equivalent
- Electrical point for geyser and exhaust fan
- Plumbing provision for hot/cold water line

Electricals:

- Concealed copper wiring from reputed brands
- Telephone and internet wiring in living or dining area
- Electrical points in bedrooms, living room, dining room, kitchen and toilet
- Modular switches of reputed brands
- DTH/Cable TV cabling
- Fully air-conditioned apartments *

Doors And Windows:

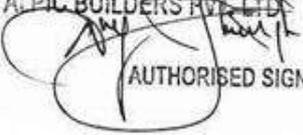
- Flush main doors with wooden frame, night latch and eyepiece
- Flush doors inside with branded hardware and lock fitting
- Fully glazed anodized/power-coated aluminium/UPVC windows with branded hardware fitting

Security Features:

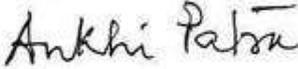
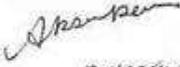
- 24x7 security surveillance
- CCTV cameras
- Security and community management app*
- Sufficient power backup facilities*

*At Extra Cost

IN WITNESS HEREOF, the Parties hereto, through their duly authorised officials, have executed this Agreement in duplicate, each of which shall be considered an original, effective as of the day and year first written hereinabove.

<p>SIGNED AND DELIVERED by the Owners in the presence of:</p>	<p>For CEREBRUM TRADECOM PRIVATE LIMITED For INCEPTION TRADECOM PRIVATE LIMITED For SKYGRAPH TRADECOM PRIVATE LIMITED For INBRED MERCHANTS PRIVATE LIMITED For ALPIC BUILDERS PRIVATE LIMITED For GOLDBURN DEALCOM PRIVATE LIMITED</p>
<p>Signature:</p>	<p>For INCEPTION TRADECOM PVT. LTD. INBRED MERCHANTS PVT. LTD. SKYGRAPH TRADECOM PVT. LTD. CEREBRUM TRADECOM PVT. LTD. GOLDBURN DEALCOMM PVT. LTD. ALPIC BUILDERS PVT. LTD.  AUTHORISED SIGNATORY</p>
<p>Name:</p>	<p>_____ Anurag Jhunjunwala</p>

Gagan Saha
Goldburn part
10 Hill St
WOL 1

	<p>(Authorised Signatory)</p> <p></p> <hr/> <p>SOMNATH CHAUDHURI</p> <p></p> <hr/> <p>ANKHI PATRA</p> <p></p> <hr/> <p>RAJASRI CHAKRABARTI <i>alias</i> RAJASRI CHAKRABARTI</p>
<p>SIGNED AND DELIVERED by Supremus in the presence of:</p> <p>Signature: </p> <p>Name: 9th old post B'n'co ST KOL-1</p>	<p>For SUPREMUS PROJECTS LLP</p> <p></p> <hr/> <p>Anurag Jhunjunwala (Designated Partner)</p>
<p>SIGNED AND DELIVERED by Developer in the presence of:</p> <p>Signature: </p> <p>Name: ABHISHEK DUTTA 283, K.S. Roy Road, KOL-700001.</p>	<p>For PASARI PROMOTERS PRIVATE LIMITED</p> <p>For PASARI PROMOTERS PVT. LTD.</p> <p></p> <p>Authorised Signatory</p> <hr/> <p>Akshay Kumar Pasari (Authorised Signatory)</p>

Drafted by
Gow Salra
WB-710/2000
High Court Calcutta.

MEMO

RECEIVED from the Developer, a sum of INR 1,51,000 (Indian Rupees One Crore Fifty One Lakhs) only out of INR 2,00,00,000 (Indian Rupees Two Crore only), towards part payment of the refundable Security Deposit, receivable by the Corporate Owners and Supremus under this Agreement, in the following manner:

Date	Particulars	Amount (in INR)
20 September 2021	By cheque no. 002422 dated 20 September 2021 issued by the Kotak Mahindra Bank, Ballygunge Branch, for and on behalf of Pasari Promoters Private Limited	21,00,000
26 October 2021	By cheque no. 002426 dated 26 October 2021 issued by the Kotak Mahindra Bank, Ballygunge Branch, for and on behalf of Pasari Promoters Private Limited	80,00,000
10 March 2023	By RTGS bearing UTR no. KKBKR52023031000748548 dated 10 March through the Kotak Mahindra Bank, Ballygunge Branch, for and on behalf of Pasari Promoters Private Limited	50,00,000
Total:		1,51,00,000

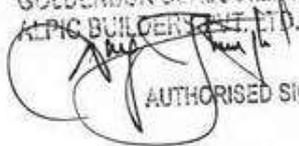
For CEREBRUM TRADECOM PRIVATE LIMITED

For INCEPTION TRADECOM PRIVATE LIMITED

For SKYGRAPH TRADECOM PRIVATE LIMITED

For INBRED MERCHANTS PRIVATE LIMITED
For ALPIC BUILDERS PRIVATE LIMITED

For GOLDBURN DEALCOM PRIVATE LIMITED

INCEPTION TRADECOM PVT. LTD.
INBRED MERCHANTS PVT. LTD.
SKYGRAPH TRADECOM PVT. LTD.
CEREBRUM TRADECOM PVT. LTD.
GOLDBURN DEALCOM PVT. LTD.
ALPIC BUILDERS PVT. LTD.

AUTHORISED SIGNATORY

Anurag Jhunjunwala
(Authorised Signatory)

SUPREMUS PROJECTS LLP

Designated Partner

SUPREMUS PROJECTS LLP

**SPECIMEN FORM FOR TEN FINGERPRINTS
(SECTION-32A OF I.R ACT, 1908)**

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

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

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

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

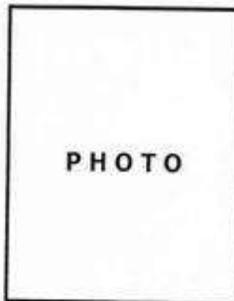
**SPECIMEN FORM FOR TEN FINGERPRINTS
(SECTION-32A OF I.R ACT, 1908)**



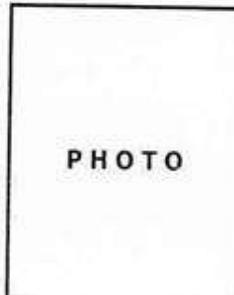
		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand	<i>Sharma</i>					
		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand						



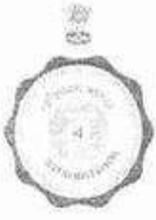
		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand	<i>Sharma</i>					
		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand						



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



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



Government of West Bengal
GRIPS 2.0 Acknowledgement Receipt
Payment Summary



200420232002093600

GRIPS Payment Detail

GRIPS Payment ID:	200420232002093600	Payment Init. Date:	20/04/2023 11:55:11
Total Amount:	274942	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	4798223844033	BRN Date:	20/04/2023 11:56:48
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr Akshay Kumar Pasari
Mobile: 9830662503

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240020936018	Directorate of Registration & Stamp Revenue	274942
Total			274942

IN WORDS: TWO LAKH SEVENTY FOUR THOUSAND NINE HUNDRED FORTY TWO ONLY.

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



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



192023240020936018

GRN Details

GRN:	192023240020936018	Payment Mode:	SBI Epay
GRN Date:	20/04/2023 11:55:11	Bank/Gateway:	SBIePay Payment Gateway
BRN :	4798223844033	BRN Date:	20/04/2023 11:56:48
Gateway Ref ID:	CHM3502041	Method:	State Bank of India NB
GRIPS Payment ID:	200420232002093600	Payment Init. Date:	20/04/2023 11:55:11
Payment Status:	Successful	Payment Ref. No:	2000844286/8/2023

[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr Akshay Kumar Pasari
Address:	35 Ballygunge Park
Mobile:	9830662503
Period From (dd/mm/yyyy):	20/04/2023
Period To (dd/mm/yyyy):	20/04/2023
Payment Ref ID:	2000844286/8/2023
Dept Ref ID/DRN:	2000844286/8/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000844286/8/2023	Property Registration- Stamp duty	0030-02-103-003-02	74921
2	2000844286/8/2023	Property Registration- Registration Fees	0030-03-104-001-16	200021
			Total	274942

IN WORDS: TWO LAKH SEVENTY FOUR THOUSAND NINE HUNDRED FORTY TWO ONLY.

Major Information of the Deed

Deed No :	I-1602-05507/2023	Date of Registration	20/04/2023
Query No / Year	1602-2000844286/2023	Office where deed is registered	
Query Date	30/03/2023 12:11:13 PM	D.S.R. - I I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Gour Saha 9, Old Post Office Street, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9073932368, 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 : 2,00,00,000/-]	
Set Forth value		Market Value	
Rs. 2/-		Rs. 8,32,97,309/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 75,021/- (Article:48(g))		Rs. 2,00,053/- (Article:E, E, B)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Regent Park, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Manik Bandopadhyay Sarani (Moore Avenue), , Premises No: 23, , Ward No: 097 Pin Code : 700040

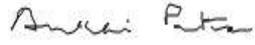
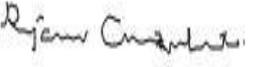
Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	70.38 Dec	1/-	8,27,57,309/-	Property is on Road Adjacent to Metal Road,
Grand Total :				70.38Dec	1 /-	827,57,309 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2000 Sq Ft.	1/-	5,40,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 2000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		2000 sq ft	1 /-	5,40,000 /-	

Land Lord Details :

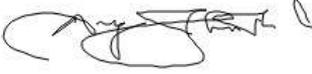
SI No	Name,Address,Photo,Finger print and Signature			
1	CEREBRUM TRADECOM PRIVATE LIMITED 23, Manik Bandopadhyay Sa (Moore Av), City:- Not Specified, P.O:- REGENT PARK, P.S:-Regent Park, District:- South 24-Parganas, West Bengal, India, PIN:- 700040 , PAN No.:: AAxxxxxx2L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative			
2	INCEPTION TRADECOM PRIVATE LIMITED 23, Manik Bandopadhyay Sa (Moore Av), City:- Not Specified, P.O:- REGENT PARK, P.S:-Regent Park, District:- South 24-Parganas, West Bengal, India, PIN:- 700040 , PAN No.:: AAxxxxxx5R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative			
3	SKYGRAPH TRADECOM PRIVATE LIMITED MANGALAM BUILDING, ROOM NO.507, Block/Sector: A, Flat No: 5TH FLOOR, 24, Hemanta Basu Sarani, City:- Kolkata, P.O:- R N MUKHERJEE ROAD, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx0P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative			
4	INBRED MERCHANTS PRIVATE LIMITED NANDO MULLICK LANE, 1/B, City:- Kolkata, P.O:- BEADON STREET, P.S:-Jorasanko, District:-Kolkata, West Bengal, India, PIN:- 700006 , PAN No.:: AAxxxxxx5P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative			
5	ALPIC BUILDERS PRIVATE LIMITED MANGALAM BUILDING, Block/Sector: 5TH FLOOR, Flat No: ROOM NO. 507, 24, Hemanta Basu Sarani, City:- Kolkata, P.O:- R N MUKHERJEE ROAD, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx7D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative			
6	GOLDBURN DEALCOMM PVT LTD MANGALAM BUILDING, Block/Sector: 5TH FLOOR, Flat No: ROOM NO.507, 24, Hemanta Basu Sarani, City:- Kolkata, P.O:- R N MUKHERJEE ROAD, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx9L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative			
7	Name	Photo	Finger Print	Signature
	Mr SOMNATH CHAUDHURI Son of Late SHAKTI KUMAR CHAUDHURI Executed by: Self, Date of Execution: 20/04/2023 , Admitted by: Self, Date of Admission: 20/04/2023 ,Place : Office			
		20/04/2023	LTI 20/04/2023	20/04/2023
	23, Manik Bandopadhyay Sa (Moore Av), City:- Not Specified, P.O:- REGENT PARK, P.S:-Regent Park, District:-South 24-Parganas, West Bengal, India, PIN:- 700040 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: ABxxxxxx6F, Aadhaar No: 99xxxxxxxx0741, Status :Individual, Executed by: Self, Date of Execution: 20/04/2023 , Admitted by: Self, Date of Admission: 20/04/2023 ,Place : Office			

8	Name	Photo	Finger Print	Signature
	Ms ANKHI PATRA Daughter of Late SHAKTI KUMAR CHAUDHURI Executed by: Self, Date of Execution: 20/04/2023 , Admitted by: Self, Date of Admission: 20/04/2023 ,Place : Office	 20/04/2023	 LTI 20/04/2023	 20/04/2023
23, Manik Bandopadhyay Sa (Moore Av), City:- Not Specified, P.O:- REGENT PARK, P.S:-Regent Park, District:-South 24-Parganas, West Bengal, India, PIN:- 700040 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BNxxxxxx4E, Aadhaar No: 72xxxxxxxx6173, Status :Individual, Executed by: Self, Date of Execution: 20/04/2023 , Admitted by: Self, Date of Admission: 20/04/2023 ,Place : Office				
9	Name	Photo	Finger Print	Signature
	Ms RAJASRI CHAKRABARTI, (Alias: Ms RAJASHREE CHAKROBORTY) Daughter of Late SHAKTI KUMAR CHAUDHURI Executed by: Self, Date of Execution: 20/04/2023 , Admitted by: Self, Date of Admission: 20/04/2023 ,Place : Office	 20/04/2023	 LTI 20/04/2023	 20/04/2023
23, Manik Bandopadhyay Sa (Moore Av), City:- Not Specified, P.O:- REGENT PARK, P.S:-Regent Park, District:-South 24-Parganas, West Bengal, India, PIN:- 700040 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: APxxxxxx1A, Aadhaar No: 85xxxxxxxx2295, Status :Individual, Executed by: Self, Date of Execution: 20/04/2023 , Admitted by: Self, Date of Admission: 20/04/2023 ,Place : Office				
10	SUPREMUS PROJECTS LLP 37C, Hindusthan Road, City:- Not Specified, P.O:- GARIAHAT MARKET, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 , PAN No.:: ACxxxxxx7M,Aadhaar No Not Provided by UIDAI, Status :Organization as Confirming Party, Executed by: Representative, Executed by: Representative			

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	PASARI PROMOTERS PRIVATE LIMITED 35, Ballygunj park, City:- Not Specified, P.O:- BALLYGUNJ, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 , PAN No.:: AAxxxxxx5A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr ANURAG JHUNJHUNWALA Son of Mr DEEPAK JHUNJHUNWALA Date of Execution - 20/04/2023, , Admitted by: Self, Date of Admission: 20/04/2023, Place of Admission of Execution: Office			
		Apr 20 2023 3:59PM	LTI 20/04/2023	20/04/2023
37C, Hindusthan Road, City:- Not Specified, P.O:- GARIHAT MARKET, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700029, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx7M, Aadhaar No: 58xxxxxxxx0072 Status : Representative, Representative of : CEREBRUM TRADECOM PRIVATE LIMITED (as AUTHORIZED REPRESENTATIVE)				
2	Name Mr ANURAG JHUNJHUNWALA Son of Mr DEEPAK JHUNKHUNWALA Date of Execution - 20/04/2023, , Admitted by: Self, Date of Admission: 20/04/2023, Place of Admission of Execution: Office			
		Apr 20 2023 3:59PM	LTI 20/04/2023	20/04/2023
37C, Hindusthan Road, City:- Not Specified, P.O:- GARIHAT MARKET, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700029, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx7M, Aadhaar No: 58xxxxxxxx0072 Status : Representative, Representative of : INCEPTION TRADECOM PRIVATE LIMITED (as AUTHORIZED REPRESENTATIVE)				
3	Name Mr ANURAG JHUNJHUNWALA Son of Mr DEEPAK JHUNJHUNWALA Date of Execution - 20/04/2023, , Admitted by: Self, Date of Admission: 20/04/2023, Place of Admission of Execution: Office			
		Apr 20 2023 3:59PM	LTI 20/04/2023	20/04/2023
37C, Hindusthan Road, City:- Not Specified, P.O:- GARIHAT MARKET, P.S:-Gariahat, District:-South 24 -Parganas, West Bengal, India, PIN:- 700029, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx7M, Aadhaar No: 58xxxxxxxx0072 Status : Representative, Representative of : SKYGRAPH TRADECOM PRIVATE LIMITED (as AUTHORIZED REPRESENTATIVE)				

4	Name Mr ANURAG JHUNJHUNWALA Son of Mr DEEPAK JHUNJHUNWALA Date of Execution - 20/04/2023, , Admitted by: Self, Date of Admission: 20/04/2023, Place of Admission of Execution: Office	Photo  Apr 20 2023 3:59PM	Finger Print  LTI 20/04/2023	Signature  20/04/2023
37C, Hindusthan Road, City:- Not Specified, P.O:- GARIAHAT MARKET, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700029, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx7M, Aadhaar No: 58xxxxxxxx0072 Status : Representative, Representative of : ALPIC BUILDERS PRIVATE LIMITED (as AUTHORIZED REPRESENTATIVE)				
5	Name Mr ANURAG JHUNJHUNWALA Son of Mr DEEPAK JHUNJHUNWALA Date of Execution - 20/04/2023, , Admitted by: Self, Date of Admission: 20/04/2023, Place of Admission of Execution: Office	Photo  Apr 20 2023 4:00PM	Finger Print  LTI 20/04/2023	Signature  20/04/2023
37C, Hindusthan Road, City:- Not Specified, P.O:- GARIAHAT MARKET, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700029, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx7M, Aadhaar No: 58xxxxxxxx0072 Status : Representative, Representative of : GOLDBURN DEALCOMM PVT LTD (as AUTHORIZED REPRESENTATIVE)				
6	Name Mr AKSHAY KUMAR PASARI Son of Mr ASHOK KUMAR PASARI Date of Execution - 20/04/2023, , Admitted by: Self, Date of Admission: 20/04/2023, Place of Admission of Execution: Office	Photo  Apr 20 2023 4:05PM	Finger Print  LTI 20/04/2023	Signature  20/04/2023
35, Ballygunje Park Road, City:- Not Specified, P.O:- BALLYGUNJ, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx0A, Aadhaar No: 99xxxxxxxx5556 Status : Representative, Representative of : PASARI PROMOTERS PRIVATE LIMITED (as AUTHORIZED REPRESENTATIVE)				

7	Name	Photo	Finger Print	Signature
	Mr ANURAG JHUNJHUNWALA (Presentant) Son of Mr DEEPAK JHUNJHUNWALA Date of Execution - 20/04/2023, , Admitted by: Self, Date of Admission: 20/04/2023, Place of Admission of Execution: Office			
		Apr 20 2023 4:00PM	LTI 20/04/2023	20/04/2023
37C, Hindusthan Road, City:- Not Specified, P.O:- GARIAHAT MARKET, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700029, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx7M, Aadhaar No: 58xxxxxxxx0072 Status : Representative, Representative of : SUPREMUS PROJECTS LLP				
8	Name	Photo	Finger Print	Signature
	Mr ANURAG JHUNJHUNWALA Son of Mr DEEPAK JHUNJHUNWALA Date of Execution - 20/04/2023, , Admitted by: Self, Date of Admission: 20/04/2023, Place of Admission of Execution: Office			
		Apr 20 2023 4:00PM	LTI 20/04/2023	20/04/2023
37C, Hindusthan Road, City:- Not Specified, P.O:- GARIAHAT MARKET, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700029, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx7M, Aadhaar No: 58xxxxxxxx0072 Status : Representative, Representative of : INBRED MERCHANTS PRIVATE LIMITED (as AUTHORIZED REPRESENTATIVE)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Gour Saha Son of Late SUNIL SAHA 9TH OLD POST OFFICE STREET, 9, Old Post Office Street, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001			
	20/04/2023	20/04/2023	20/04/2023
Identifier Of Mr SOMNATH CHAUDHURI, Ms ANKHI PATRA, Ms RAJASRI CHAKRABARTI, Mr ANURAG JHUNJHUNWALA, Mr ANURAG JHUNJHUNWALA			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	CEREBRUM TRADECOM PRIVATE LIMITED	PASARI PROMOTERS PRIVATE LIMITED-7.82 Dec
2	INCEPTION TRADECOM PRIVATE LIMITED	PASARI PROMOTERS PRIVATE LIMITED-7.82 Dec
3	SKYGRAPH TRADECOM PRIVATE LIMITED	PASARI PROMOTERS PRIVATE LIMITED-7.82 Dec
4	INBRED MERCHANTS PRIVATE LIMITED	PASARI PROMOTERS PRIVATE LIMITED-7.82 Dec
5	ALPIC BUILDERS PRIVATE LIMITED	PASARI PROMOTERS PRIVATE LIMITED-7.82 Dec
6	GOLDBURN DEALCOMM PVT LTD	PASARI PROMOTERS PRIVATE LIMITED-7.82 Dec
7	Mr SOMNATH CHAUDHURI	PASARI PROMOTERS PRIVATE LIMITED-7.82 Dec
8	Ms ANKHI PATRA	PASARI PROMOTERS PRIVATE LIMITED-7.82 Dec
9	Ms RAJASRI CHAKRABARTI	PASARI PROMOTERS PRIVATE LIMITED-7.82 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	CEREBRUM TRADECOM PRIVATE LIMITED	PASARI PROMOTERS PRIVATE LIMITED-222.22222200 Sq Ft
2	INCEPTION TRADECOM PRIVATE LIMITED	PASARI PROMOTERS PRIVATE LIMITED-222.22222200 Sq Ft
3	SKYGRAPH TRADECOM PRIVATE LIMITED	PASARI PROMOTERS PRIVATE LIMITED-222.22222200 Sq Ft
4	INBRED MERCHANTS PRIVATE LIMITED	PASARI PROMOTERS PRIVATE LIMITED-222.22222200 Sq Ft
5	ALPIC BUILDERS PRIVATE LIMITED	PASARI PROMOTERS PRIVATE LIMITED-222.22222200 Sq Ft
6	GOLDBURN DEALCOMM PVT LTD	PASARI PROMOTERS PRIVATE LIMITED-222.22222200 Sq Ft
7	Mr SOMNATH CHAUDHURI	PASARI PROMOTERS PRIVATE LIMITED-222.22222200 Sq Ft
8	Ms ANKHI PATRA	PASARI PROMOTERS PRIVATE LIMITED-222.22222200 Sq Ft
9	Ms RAJASRI CHAKRABARTI	PASARI PROMOTERS PRIVATE LIMITED-222.22222200 Sq Ft

Endorsement For Deed Number : I - 160205507 / 2023

On 20-04-2023

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

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

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

Presented for registration at 15:20 hrs on 20-04-2023, at the Office of the D.S.R. -II SOUTH 24-PARGANAS by Mr ANURAG JHUNJHUNWALA ,.

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 8,32,97,309/-

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

Execution is admitted on 20/04/2023 by 1. Mr SOMNATH CHAUDHURI, Son of Late SHAKTI KUMAR CHAUDHURI, 23, Road: Manik Bandopadhyay Sa (Moore Av), , P.O: REGENT PARK, Thana: Regent Park, , South 24-Parganas, WEST BENGAL, India, PIN - 700040, by caste Hindu, by Profession Service, 2. Ms ANKHI PATRA, Daughter of Late SHAKTI KUMAR CHAUDHURI, 23, Road: Manik Bandopadhyay Sa (Moore Av), , P.O: REGENT PARK, Thana: Regent Park, , South 24-Parganas, WEST BENGAL, India, PIN - 700040, by caste Hindu, by Profession House wife, 3. Ms RAJASRI CHAKRABARTI, Alias Ms RAJASHREE CHAKROBORTY, Daughter of Late SHAKTI KUMAR CHAUDHURI, 23, Road: Manik Bandopadhyay Sa (Moore Av), , P.O: REGENT PARK, Thana: Regent Park, , South 24 -Parganas, WEST BENGAL, India, PIN - 700040, by caste Hindu, by Profession House wife

Indetified by Mr Gour Saha, , , Son of Late SUNIL SAHA, 9TH OLD POST OFFICE STREET, 9, Road: Old Post Office Street, , P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 20-04-2023 by Mr ANURAG JHUNJHUNWALA, AUTHORIZED REPRESENTATIVE, CEREBRUM TRADECOM PRIVATE LIMITED (Private Limited Company), 23, Manik Bandopadhyay Sa (Moore Av), City:- Not Specified, P.O:- REGENT PARK, P.S:-Regent Park, District:-South 24-Parganas, West Bengal, India, PIN:- 700040

Indetified by Mr Gour Saha, , , Son of Late SUNIL SAHA, 9TH OLD POST OFFICE STREET, 9, Road: Old Post Office Street, , P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 20-04-2023 by Mr ANURAG JHUNJHUNWALA, AUTHORIZED REPRESENTATIVE, INCEPTION TRADECOM PRIVATE LIMITED (Private Limited Company), 23, Manik Bandopadhyay Sa (Moore Av), City:- Not Specified, P.O:- REGENT PARK, P.S:-Regent Park, District:-South 24-Parganas, West Bengal, India, PIN:- 700040

Indetified by Mr Gour Saha, , , Son of Late SUNIL SAHA, 9TH OLD POST OFFICE STREET, 9, Road: Old Post Office Street, , P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 20-04-2023 by Mr ANURAG JHUNJHUNWALA, AUTHORIZED REPRESENTATIVE, SKYGRAPH TRADECOM PRIVATE LIMITED (Private Limited Company), MANGALAM BUILDING, ROOM NO.507, Block/Sector: A, Flat No: 5TH FLOOR, 24, Hemanta Basu Sarani, City:- Kolkata, P.O:- R N MUKHERJEE ROAD, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Indetified by Mr Gour Saha, , , Son of Late SUNIL SAHA, 9TH OLD POST OFFICE STREET, 9, Road: Old Post Office Street, , P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 20-04-2023 by Mr ANURAG JHUNJHUNWALA, AUTHORIZED REPRESENTATIVE, ALPIC BUILDERS PRIVATE LIMITED (Private Limited Company), MANGALAM BUILDING, Block/Sector: 5TH FLOOR, Flat No: ROOM NO. 507, 24, Hemanta Basu Sarani, City:- Kolkata, P.O:- R N MUKHERJEE ROAD, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Indetified by Mr Gour Saha, , , Son of Late SUNIL SAHA, 9TH OLD POST OFFICE STREET, 9, Road: Old Post Office Street, , P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 20-04-2023 by Mr ANURAG JHUNJHUNWALA, AUTHORIZED REPRESENTATIVE, GOLDBURN DEALCOMM PVT LTD (Private Limited Company), MANGALAM BUILDING, Block/Sector: 5TH FLOOR, Flat No: ROOM NO.507, 24, Hemanta Basu Sarani, City:- Kolkata, P.O:- R N MUKHERJEE ROAD, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Indetified by Mr Gour Saha, , , Son of Late SUNIL SAHA, 9TH OLD POST OFFICE STREET, 9, Road: Old Post Office Street, , P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 20-04-2023 by Mr AKSHAY KUMAR PASARI, AUTHORIZED REPRESENTATIVE, PASARI PROMOTERS PRIVATE LIMITED (Private Limited Company), 35, Ballygunj park, City:- Not Specified, P.O:- BALLYGUNJ, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019

Indetified by Mr Gour Saha, , , Son of Late SUNIL SAHA, 9TH OLD POST OFFICE STREET, 9, Road: Old Post Office Street, , P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 20-04-2023 by Mr ANURAG JHUNJHUNWALA, AUTHORIZED REPRESENTATIVE, SUPREMUS PROJECTS LLP (LLP), 37C, Hindusthan Road, City:- Not Specified, P.O:- GARIAHAT MARKET, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700029

Indetified by Mr Gour Saha, , , Son of Late SUNIL SAHA, 9TH OLD POST OFFICE STREET, 9, Road: Old Post Office Street, , P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 20-04-2023 by Mr ANURAG JHUNJHUNWALA, AUTHORIZED REPRESENTATIVE, INBRED MERCHANTS PRIVATE LIMITED (Private Limited Company), NANDO MULLICK LANE, 1/B, City:- Kolkata, P.O:- BEADON STREET, P.S:-Jorasanko, District:-Kolkata, West Bengal, India, PIN:- 700006

Indetified by Mr Gour Saha, , , Son of Late SUNIL SAHA, 9TH OLD POST OFFICE STREET, 9, Road: Old Post Office Street, , P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,00,053.00/- (B = Rs 2,00,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 2,00,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/04/2023 11:56AM with Govt. Ref. No: 192023240020936018 on 20-04-2023, Amount Rs: 2,00,021/-, Bank: SBI EPay (SBlePay), Ref. No. 4798223844033 on 20-04-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 74,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 147356, Amount: Rs.100.00/-, Date of Purchase: 30/03/2023, Vendor name: Abhijit Sarkar

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/04/2023 11:56AM with Govt. Ref. No: 192023240020936018 on 20-04-2023, Amount Rs: 74,921/-, Bank: SBI EPay (SBlePay), Ref. No. 4798223844033 on 20-04-2023, Head of Account 0030-02-103-003-02



Suman Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2023, Page from 179652 to 179734

being No 160205507 for the year 2023.



Digitally signed by Suman Basu
Date: 2023.04.20 17:31:31 -07:00
Reason: Digital Signing of Deed.

(Suman Basu) 2023/04/20 05:31:31 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)