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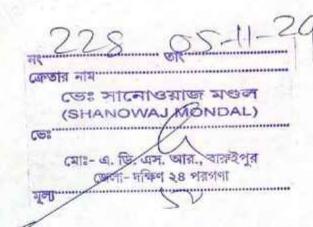
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District Sub-Register-il

8 6 NOV 2024

JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT made this _____ day of November Two



S. K. LATH & CO.
ADVOCATES

6A, Kiran Shankar Roy Road
Kolkata-700 001

Registra, Colonial Co

Minute, South 24 Page -6 NOV 2024

BY AND BETWEEN:

(1) MR. SAMBIT BASU, [PAN- ANCPB9442Q] [AADHAR NO.4067-8902-7498], son of Late Sabyasachi Basu, by faith Hindu, by nationality Indian, by occupation Business, residing at Samannoy Park, Post Office- Joteshibrampur, Police Station- Maheshtala, Kolkata-700141, AND (2) MR. AMIT GHOSH, [PAN: AHNPG7172P] [AADHAR NO. 9813-0417-7819], son of Mr. Tapan Ghosh, by Faith: Hindu, by Occupation: Business, by Nationality: Indian, Resident of: Khuriberia, P.O. & P.S.: Bishnupur, District: 24 Parganas (South), State: West Bengal, PIN: 743503, hereinafter collectively referred to as to as the 'OWNERS' (which term or expression shall, unless excluded by or repugnant to the subject or context or meaning thereof, mean and include their respective heirs, executors, successors, administrators, legal representatives and assigns) of the ONE PART;

AND

DJSS REALTY PRIVATE LIMITED, [PAN AADCD8870H] a company within the meaning of the Companies Act 1956, having its registered office at 2, Rowland Road, P.O. Lala Lajpat Rai Sarani, P.S. Ballygune, Kolkata 700 020, represented by its Authorized Signatory SANJIV KUMAR DABRIWAL (PAN ADEPD7510M) (AADHAR NO. 3239 2782 9057), son of Dwarka Prasad Dabriwal, by faith Hindu, by Nationality Indian, by Occupation Business, residing at 2, Rowland Road, P.O. Lala Lajpat Rai Sarani, P.S. Ballygunge, Kolkata 700 020 pursuant to the Board Resolution dated 11.09.2024, hereinafter referred to as 'the DEVELOPER', (which term or expression shall, unless excluded by or repugnant to the subject or context or meaning thereof, mean and include its successor or successors in interest and assigns) of the OTHER PART;

"Parties" shall mean collectively the Owners and the Developer and "Party" means either the Owners or the Developer.

WHEREAS:

A. The Owners claims to be seized, possessed and otherwise well and sufficiently entitled to ALL THAT the piece and parcel of land containing by measurement an area of 6 Bighas 12 Cottahs 06 Chittacks 42 Sq.ft equivalent to 218.514 decimals more or less, comprised in L.R. Dag Nos. 879(P), 968(P), 971(P), 972, 973(P), 974(P), and 976(P) in Mouza Hatishala, J.L. No.09, within the local limits of Beonta II No. Gram Panchayet, P.S. Hatishala, District 24 Parganas South together with structure thereon erected on L.R. Dag No. 976,



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- hereinafter referred to as the "**Project Land**" and morefully described in the **First Schedule** hereunder written.
- B. The Developer is carrying on business of construction and development of real estate and the Developer has infrastructure and expertise in this field and can also market the constructed spaces in the buildings proposed to be completed and/or constructed on the Project Land to intending transferees. The Developer has the necessary resources to complete the Project and to make arrangements for the funds required for the same and the Developer has the financial capability to carry out, complete and finish the Project.
- C. Pursuant to the decision of the Owners to develop the Project Land, discussions were held with the Developer for taking up the development of the Project Land by construction of new building(s) thereon, comprising of residential apartments, car parking spaces, other spaces and various common areas and facilities to be constructed thereat and/or any other spaces as per sanction and commercial exploitation of the same (collectively known as the "Project").

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

ARTICLE - I

INTERPRETATION

- 1.1 In this Agreement, unless there be something contrary or repugnant to the subject or context,
 - "Agreed Ratio" shall mean the ratio of sharing or distribution in Realizations (i.e. 34:66) and several other matters referred to herein between the Owners and the Developer respectively as contained herein:
 - "Agreement" shall mean this Agreement along with all annexures and schedules attached hereto and all instruments supplemental to or in amendment or furtherance or confirmation of this Agreement, entered into in writing, in accordance with its terms contained herein;
 - "Applicable Laws" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directives of any Governmental Authority or person acting under the authority of any Governmental



Authority and/or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;

- iv) "Approvals" shall mean and include any approvals, authorizations, permissions, no objection certificates, clearances, permits, sanctions, licenses, etc., in any form, whatsoever, including all renewals, revalidations, rectifications, revisions thereof and irrespective of its nomenclature which may be required under any Applicable Law from any Government Authority for sanction of Plans, construction, development, ownership, management, operation, implementation and completion of the Project, including any Completion Certificate and any Occupancy Certificate;
- v) "Architect" shall mean any person or persons and/or firm or firms who may be appointed by the Developer from time to time at its own costs for preparation of drawing and designing of the Plans and planning and supervision of the construction of the Project on the Project Land and for all matters which are connected therewith and/or incidental thereto:
- vi) "Built-up Area" in respect of any unit shall mean the plinth area of such unit and include, the thickness of the external and internal walls thereof and the columns therein PROVIDED THAT if any walls or column be common between two units then only one-half of the area under such walls or column be included in each such unit.
- vii) "Car Parking Areas" shall mean areas either enclosed or unenclosed covered or open excluding open car parking areas reserved for common areas and facilities to park vehicles located at any level having sufficient drive way as sanctioned by the competent authority and includes all types of car parking areas sanctioned by the competent authority.
- viii) "Carpet Area" shall mean the net usable floor area of the Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah areas and exclusive open terrace areas, but includes the area covered by the internal partition walls of the Unit, as more particularly defined in the Real Estate (Regulation & Development) Act, 2016.
- "Common Areas, Installations and Facilities" shall mean the areas, facilities and amenities in the proposed building(s) to be constructed on the Project Land and such portions of the Project Land earmarked for common use and enjoyment of the Intending Transferees of the units and shall include corridors, stairways,



Aligners, South 20 Page 1120 -6 NOV 2024 landings, lobbies, entrances, exits / gates, passageways, driveways, pathways, lifts, shafts / ducts, drains, sewers, pits, machine room, store room, caretaker room, electrical wires, generators, transformers, electric meters or other equipment rooms, common toilets, other spaces, overhead tank, ultimate roof, water tanks / reservoirs, pumps, motors, tube wells, pipes, plumbing, water filtration plant, periphery walls, parapet walls, projections, foundation, columns, supports, facilities, whatsoever, required for the use, enjoyment, establishment, maintenance and/or management of the building(s) and other structures to be constructed on the Project Land and/or the common facilities or any of them, as the case may be;

- "Common Expenses" shall mean and include all expenses to be incurred for the management, maintenance, upkeep and administration of the building(s), other structures and the Project Land and in particular the Common Areas, Installations and Facilities and all other Common Purposes and for rendition of services in common to the purchasers / holders of Units therein.
- xi) "Common Purposes" shall mean and include the purposes of managing, maintaining and up-keeping of the Complex (and in particular the Common Areas, Installations and Facilities), rendition of services in common to the Intending Transferees, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Intending Transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas, Installations and Facilities, in common;
- xii) "Completion" in respect of the Project shall mean the completion of the development of the Project as evidenced by the completion/ occupancy certificate issued by the appropriate statutory authority.
- xiii) "Complex" shall mean the block(s) of buildings and other structures comprising of various independent units capable of being independently and exclusively held, used, owned and enjoyed by a person, to be constructed on the Project Land by the Developer in accordance with the Plans and, wherever the context so refers or permits, shall include the Parking Spaces, the Common Areas Installations and Facilities and other areas or spaces to be constructed by the Developer on the Project Land and shall also include the Project Land;



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- viv) "Developer's Allocation" according to the context shall mean 66% (Sixty Six percent) of the Realizations which shall belong to the Developer and shall include all other properties and rights belonging to the Developer in terms hereof; Developer's Exclusive Rights to Remaining Car Parking Spaces: Save and except for the 80 (eight) numbers of car parking spaces allocated to the Owners as mentioned here in below, all remaining car parking spaces in the Project, including but not limited to any additional parking spaces that may arise during the development, and spaces in the Multi-Level Car Parking (MLCP), shall belong solely to the Developer under the agreed allocation ratio of 66%. The Developer shall bear the entire costs of constructions of Multi-Level Car Parking (MLCP) and shall have the exclusive right to use, allocate, sell, lease, or otherwise deal with these parking spaces at their sole discretion without any claim or interference from the Owners.
- "Encumbrance" shall mean any mortgage, lien, charge, non-disposal or any other restrictive covenant or undertaking, right of pre-emption, easement, attachment or process of court, burdensome covenant or condition and/or any other arrangement which has the effect of constituting a charge or security interest or other third party right or interest or negative lien which could affect carrying out of the Project and/or the construction and development and/or ownership of the Complex;
- xvi) "Extras and Deposits" shall mean the amounts mentioned in THIRD SCHEDULE hereunder written.
- "Force Majeure" shall mean any event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any acts, omission, breach or violation by such Party or any of its obligations under this Agreement but which arises from, or is attributable to acts of God, natural calamities, accidents, pandemic, epidemic, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightning, cyclone, typhoon, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder or other industrial action, strike, terrorist action, civil commotion, delays due to political unrest, municipal, general or other elections, any legislation, regulation, ruling or



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omissions (including delay or failure to grant any necessary permission or sanctions for reasons outside the control of either Party) or any Government or Court Order,

- "Intending Transferees" or Transferees shall according to the context, mean all persons who have from time to time entered into agreement with the Developer for the purpose of acquiring any unit in the Complex, and shall mean and include the parties hereto in respect of those units for which no transferee has entered into any agreement with the Developer.
- "Maintenance Organization/Association" shall mean the Association of all unit owners to be formed in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972, responsible to carry out and look after the maintenance management and upkeep of the Complex and the Project Land particularly, and in general, the Common Areas, Installations and Facilities.
- xx) "New Buildings" shall mean the several buildings and other structures for Complex, to be constructed by the Developer on the Project Land.
- "Owners' Allocation" according to the context shall mean 34% (Thirty Four percent) of the Realizations which shall jointly belong to the Owners and shall include all other properties and rights belonging to the Owners in terms hereof; Owners' Car Parking Allocation: It is hereby agreed that the Owners, under the agreed allocation ratio of 34%, shall be entitled to 80 (eight) numbers of car parking spaces in the Project. The Owners shall not claim any additional car parking spaces beyond what is provided herein.
- "Person" means any individual, company, corporation, partnership, limited liability partnership, joint venture, trust, unincorporated organisation, government or governmental authority or agency or any other legal entity.
- "Plans" shall mean the plan for construction and development of the Project and the New Buildings on the Project Land to be prepared by the Architect and caused to be sanctioned by the Developer from the concerned municipal corporation, municipality or such other authority or department or body who may have jurisdiction in that behalf and shall include all modifications, alterations, additions, amendments, renewals, revalidations and/or extension thereof or thereto made or caused by the Developer;
- xxiv) "Project" shall mean and include the planning and development of the Project

 Land or any part or parts thereof into by construction of the Complex thereon and



Oistrict Sub Registrar-II Alippie, South 24 Parganda - 6 NOV 2024 the transfer of all units therein and the distribution of the Realizations and allocation of unsold areas and the administration of the Complex in matters relating to the Common Purposes, all in accordance with the terms and conditions of this Agreement.

- "Project Land" shall mean all that piece and parcel of land measuring 6 Bighas 12 Cottahs 06 Chittacks 42 Sq.ft, equivalent to 218.514 decimals be the same a little more or less, comprised in various Dags lying and situated at Mouza Hatishala, J.L. No. 9, P.S. Hatishala (previously Kolkata Leather Complex), within the local limits of the Beonta 2 No Gram Panchayet, District 24 Parganas South together with structure thereon erected on L.R. Dag No. 976, as more fully mentioned and described in the FIRST SCHEDULE hereunder written.
- "Proportionate" or "Proportionately" or "Proportionate Share" in so far as the matters of units and/or Intending Transferees and/or the Common Purposes are concerned, shall mean the proportion in which the total Carpet Area of any unit may bear to the total Carpet Area of all the units in the Project;
- "Unsold Area" shall mean those units to be identified and allocated to the Owners and the Developer under specified circumstances as mentioned in Clause 2.6 of Article-II hereto.
- "Units" shall mean the divided, demarcated and developed spaces or other constructed areas in the Complex to be constructed on the Project Land which are capable of being independently and exclusively held used occupied and/or enjoyed by the respective transferees and wherever the context so permits or intends shall include Car Parking Areas, terraces, roofs, gardens, open spaces and proportionate undivided indivisible impartible part or share in the Project Land and proportionate share in the common areas.
- "Realizations" shall mean and include the amounts received against transfer of the units from time to time including the consideration for transfer, Floor Rise Charges and Car Parking Charges, but shall not include any other amounts received on any head whatsoever including but not limited to Goods and Service Tax, Extras and Deposits and Club Development Charges, any interest on delayed payments by the Transferees, any additional charges received by the Developer for any additional work at the behest of any intending transferee;



- "Refundable Deposit" shall mean the amount to be deposited by the Developer with the Owner for the purposes as hereinafter stated to be adjusted by the Developer from the Owners' Allocation.
- "Specifications" shall mean the general specifications and/or the materials to be used for construction, erection and completion of the New Buildings as to be decided by the Developer in consultation with the Owners/Architect. However the Architect decision will be final and binding on the parties hereto.
- 1.2 Any reference to any act of Parliament or legislature whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all rules, instruments, orders, plans, regulations, bye laws permissions or directions any time issued under it.
- 1.3 Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated in writing.
- 1.4 A reference to a statutory provision shall include a reference to any modification or reenactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- 1.5 The Schedules to this Agreement shall have effect and be construed as an integral part of this Agreement.
- 1.6 The paragraph headings herein shall not form part of this Agreement and the same have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation of any of the terms or provisions of these presents.
- 1.7 Words importing Singular Number shall include the Plural Number and vice-versa.
- 1.8 Words importing Masculine Gender shall include the Feminine Gender and Neuter Gender; similarly, words importing Feminine Gender shall include Masculine Gender and Neuter Gender; likewise Neuter Gender shall include Masculine Gender and Feminine Gender.
- 1.9 Where any notice, consent, approval, permission or certificate is required to be given by any party to this Agreement such notice, consent, approval, permission or certificate must (except where otherwise expressly specified), be in writing.





ARTICLE - II

AGREEMENT AND CONSIDERATION

- 2.1 The Owners have entered upon this Agreement with the Developer for development and construction of the Complex by the Developer for the mutual benefit of the parties whereby and where under the Owners have agreed that the Developer shall develop the Project Land by constructing the Complex thereat and the Parties have agreed to transfer the same in the manner mentioned hereunder and to share the Realizations from such transfer of the units and to define and allocate between them Unsold Areas, it being clarified that the Owners shall receive their share of the Realizations as consideration for transfer of proportionate shares in the land to the transferees and the Developer shall receive their share of the Realizations as consideration against development and construction on the Project Land. The Owners doth hereby permit and grant license and permission to the Developer to enter upon the Project Land with right and authority to build upon and commercially exploit the Project Land by carrying out constructions thereon in accordance with sanctions/permissions herein mentioned. With effect from the date hereof, the Developer shall be entitled to enter upon as a licensee and to undertake the work of construction on the Project Land and the Owners shall allow the right of such entry for the sole purpose of carrying out and completing the development and commercial exploitation of the Project Land. The legal domain of the Project Land shall continue to vest with the Owners till the time of transfer to Transferee(s) of Units in the Project.
- 2.2 In as much as the construction on the Project Land is concerned, the Developer shall act as licensee of the Owners and shall be entitled to be in permissive possession of the Project Land as and by way of a licensee of the Owners as understood under Section 52 of the Indian Easements Act, 1882 to carry out the construction of the Complex save and except that the Developer shall not be entitled to create any possessionary right over the Project Land which could be construed as transfer of the property within the meaning of any law. The Developer shall not be entitled to use the Project Land for any other purposes other than the purpose of construction.
- 2.3 In consideration of the mutual promises and obligations of the parties contained herein, the Owners hereby agree to provide the entirety of the Project Land and to allow the same to be henceforth used for the purpose of development of the same by the Developer and in consideration thereof, the Developer has agreed to cause to be constructed the said Complex. The Owners agree to grant, sell and transfer proportionate undivided share in





- the Project Land and their entire share, right, title and interest in the Complex and all units therein to the Intending Transferees and the Developer agrees to grant sell and transfer the units to such Intending Transferees for mutual benefit and consideration and on the terms and conditions hereinafter contained.
- 2.4 The Developer undertakes to develop and shall commence, execute and complete the development of the Project Land in compliance with the terms, covenants and conditions herein contained set forth in this Agreement.
- 2.5 Except any Unsold Areas, the Realizations from the Complex and all units therein shall be shared in the Agreed Ratio by the Owners and the Developer and any transfer in respect thereof shall be governed by the provisions contained in Article XII hereto.
- 2.6 The Unsold Areas, if any, after completion but before allocation between the parties, shall remain joint property of the parties and all the revenues from such areas after meeting costs and expenses relating thereto shall be shared between the parties in the Agreed Ratio.

ARTICLE - III

COMMENCEMENT

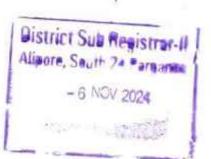
3.1 This Agreement shall commence and/or be deemed to have commenced on and with effect from the date of execution hereof.

ARTICLE - IV

OWNERS' REPRESENTATIONS

- 4.1 The Owners have made the following several representations and assurances to the Developer which have been completely relied upon and believed to be true and correct by the Developer for the purpose of entering upon this Agreement and the transaction envisaged herein:
- 4.1.1 That the Owners have for valuable consideration paid by them purchased and became and are the absolute owners of the Project Land;
- 4.1.2 That the Owners have a good marketable title in respect of the Project Land. The facts about the Owners deriving title to the Project Land are represented by the Owners in the SECOND SCHEDULE hereto and the same are all true and correct;
- 4.1.3 That the Project Land and every part thereof are all free from all Encumbrances created or suffered by the Owners and without any claim, right, title, interest of any other person thereon or in respect thereof.





- 4.1.4 That the Owners are in Khas vacant and peaceful possession of the Project Land and no right of easement has been granted to any person or persons over the Project Land and the Project Land or any portion thereof is not being used as a thoroughfare.
- 4.1.5 That the Owners after having acquired the Project Land, have caused their names mutated in the relevant records of the BL&LRO in respect of the various Dags comprising the Project Land and have also converted the classification from Sali to Bastu.
- 4.1.6 That there is no notice of acquisition or requisition or alignment received or to the knowledge of the Owners in respect of the Project Land or any part thereof and the Project Land does not contain any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or surplus land under West Bengal Estates Acquisition Act, 1953 or the West Bengal Land Reforms Act, 1955 or any other law whatsoever.
- 4.1.7 That neither the Project Land nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of Law or due to Income Tax arrears or any other Public Demand.
- 4.1.8 There is no impediment, obstruction, restriction or prohibition on the Owners entering upon this Agreement and/or in development and transfer of the Project Land so developed.
- 4.1.9 That the Owners have approved the transaction with the Developer envisaged herein freely and unequivocally and have good right, full power, absolute authority and indefeasible title to enter into this Agreement and perform and discharge the obligations contained herein.
- 4.1.10 That all original documents of title in respect of the Project Land are in the custody of the Owners.
- 4.1.11 That the Owners have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Project Land or any part thereof can or may be impeached, encumbered or affected in title or would in any way impair, hinder and/or restrict the Development under this Agreement.
- 4.1.12 That the Owners have not stood as Guarantor or Surety for any obligation, liability, bond or transaction whatsoever:
- 4.1.13 That the Owners have not entered upon any agreement or contract with any other person in connection with the Project Land or its development/ sale/transfer nor have otherwise dealt with the Project Land or any part thereof prior to execution of this Agreement;
- 4.1.14 There is no difficulty in the compliance of the obligations of the Owners hereunder.





- 4.1.15 That there are no drainage lines, electrical lines or any other utility items lying below, on or above the ground on the Project Land.
- 4.1.16 That there are no suits and/or any other proceedings and/or litigations which are pending against the Owners or in respect of the Project Land or any part thereof and that it is not involved in any civil, criminal or arbitration proceedings and no such proceedings and no claims of any nature (whether directly or indirectly) are pending or threatened by or against the Owners and the Project Land does not suffer from any lis-pendens.
- 4.1.17 That the Project Land being offered for development is contiguous piece and parcels of land abutting the main road having a width of 50 feet more or less and abutting the common Road on the western side having width of 43 feet more or less and the Developer shall have the benefit of access for ingress and egress from both the sides.
- 4.1.18 The Owners confirm that there is already an existing almost 5 ft high civil constructed boundary wall on the four sides of the said Property.
- 4.1.19 The Developer should have the right of easement i.e., for ingress and egress from the Panchayat Road which has been formed out of L.R. Dag No. 977.
- 4.1.20 The Owner having the right, title, ownership, etc., over the said landed area shall keep the developer indemnified over the title of the said area and any claim arising out of the title of the property shall be the liability of the owner to get the claims cleared at its own cost and that the Developer in no manner will be held liable for the same.

ARTICLE - V

TITLE DEEDS

- 5.1 Title Deeds shall include the records of rights, documents, instruments, orders, cause papers, etc., in respect of or evidencing ownership of the Owners and shall also include all such documents evidencing title of the erstwhile owners of the Project Land from whom the Project Land has been purchased by the Owners herein from time to time.
- 5.2 The Developer shall be entitled from time to time and at all times to produce, give copies and extracts of and from the original Title Deeds before Government statutory bodies, courts, tribunals, judicial and quasi-judicial forums, service providers, and Transferees in the Building Complex and financial institutions providing finance to the Developer and Intending Transferees and other persons and authorities as may be required by the Developer. The Owners agree to co-operate with the Developer fully in this regard.





5.3

Simultaneously with the execution of this Agreement, the Owners have deposited all the Original Title Deeds and other related documents with the Developer. The title deeds are required to be deposited with the Bank to secure any loans and finances to be obtained by the Developer under the specific provisions made herein in Clause 9.1 hereto. For such purpose, the original title deeds shall remain in custody of the Developer from the date hereof and for the purpose of borrowing loans or for any other purpose, the Developer shall be entitled to give inspection and deposit of the Original Title Deeds to banks, financial institutions and/or any other person as may be opted by the Developer. The Developer covenants that the Owners shall not be liable in any manner for repayment thereof or any consequence of default in such repayment. In case owing to any loans or finances obtained by the Developer, the Owners suffers any losses or damages due to any non-repayment, delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of its obligations in respect of any such loan or liability whatsoever, the Developer shall indemnify and keep the Owners saved harmless and indemnified in respect thereof. Upon completion of the Project and formation of the Management Company/ Association of transferees thereof, the original title deeds of the Project Land shall be handed over to the Association against proper receipts and acknowledgments thereof.

ARTICLE - VI

DEVELOPER'S REPRESENTATIONS

- 6.1 The Developer made the following several representations and assurances to the Owners which have been completely relied upon and believed to be true and correct by the Owners for the purpose of entering upon this Agreement and the transaction envisaged herein:
 - 6.1.1 The Developer and /or its constituents are reputed real estate developers engaged, inter alia in undertaking or causing development of real estate in and around Kolkata by undertaking construction of various multistoried buildings, office buildings, and other real estate developments;
 - 6.1.2 The Developer has the required infrastructure, financial ability and expertise to commence and thereby conclude the construction on the Project Land within the time specified herein.
 - 6.1.3 There is no impediment, obstruction, restriction or prohibition in the Developer entering upon this Agreement and/or in developing the Project Land in terms hereof;





- 6.1.4 That the Developer has approved the transaction with the Owners envisaged herein freely and unequivocally and has good right, full power and absolute authority to enter into this Agreement and perform and discharge the obligations contained herein.
- 6.1.5 That the Developer agrees to that the Owners shall in no way in any capacity be liable for any litigation being raised in connection to such finance/mortgage raised by the Developer upon Developer's Allocation.
- 6.1.6 There is no difficulty in the compliance of the obligations of the Developer hereunder.

ARTICLE - VII

CONDITIONS PRECEDENT AND OWNERS' OBLIGATIONS

- 7.1 The Owners shall be wholly responsible and liable to cause and ensure the availability of the Project Land towards the Project in terms hereof. In connection with the Project Land as a whole and each and every part thereof, the Owners shall be bound to comply with and meet the following criterions and requirements.
- 7.2 The Owners shall be responsible to make out a marketable title of the Project Land.
- 7.3 The Owners shall execute a registered Power of Attorney in favour of the Developer granting the powers for construction and development including the power to prepare and execute and also present for registration Agreements and Deeds of transfer in respect of units in favour of Intending Transferees.
- 7.4 The Project Land and each part thereof shall be free of and from all kinds of Encumbrances.
 The Project Land and each and every part thereof shall also be free from any vesting under the Estates Acquisition Act, the Land Reforms Act or any other law and there shall be no restriction or prohibition under the said Act or any other laws for its development and/or transfer in any manner.
- 7.5 The Owners shall pay and clear all arrears of land revenue, Property Tax/Panchayat Tax and any other dues or taxes, if any outstanding (which includes any liabilities arising due to reassessment of taxes with retrospective effect) in respect of the Project Land up to the date of the Developer obtaining the Sanction Plans. Such taxes & outgoings for the period after such date shall be borne and paid by the Developer. However, after completion of construction and handing over of possession of the units therein such taxes and other levies shall be borne and paid by the respective Transferees.



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- 7.6 Unless otherwise expressly mentioned, the Developer shall not be liable for any costs, charges, outgoings and expenses on any account whatsoever in respect of the several obligations of the Owners contained herein and the Owners shall be exclusively liable therefor.
- 7.7 The Owners shall render all assistance and co-operation to the Developer and sign execute and submit and deliver at the costs and expenses of the Developer, all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time promptly and without any delay, failing which the time periods for construction by the Developer shall stand automatically extended by the periods of delay on the part of the Owners.
- 7.8 Simultaneous to the execution of this Agreement, permissive possession of the Project Land has been delivered to the Developer. However, the legal possession of the Project Land is and shall continue to be exclusively with the Owners until completion of construction of the Complex or until such earlier time as the parties may mutually agree and thereafter the Owners and the Developer shall be in joint possession of the Complex as the same are constructed with right to the Developer to deliver possession of the units (except the Unsold Areas of the Owners) directly to the Transferees thereof on compliance of all its obligations by the Developer under this Agreement.
- 7.9 It is hereby expressly agreed by and between the parties hereto that the possession of the Project Land shall not be given or intended to be given to the Developer under any circumstances whatsoever including in part performance as contemplated by Section 53A of the Transfer of Property Act 1882 read with Section 2 (47) (v) of the Income Tax Act 1961. It is clarified that the transfer of the proportionate share in land shall be completed upon construction of the Units or at such other time as the parties hereto may by mutual consent agree and the consideration for the same and any other right, title or interest thereunder transferred by the Owners shall be the Realizations forming part of the Owners' Allocation.
- 7.10 In case of any purchase of any minor's share by the Owner's, the Owners agree to obtain Court Order as required and if required within the provisions of Law and/or within the provisions of Guardianship and Wards Act, 1890 with amendments if any from time to time.
- 7.11 The Owners further undertake to provide to the Developer, the entire original set of Title deeds, documents, warison certificates etc. (Legal Set) which are forming part and parcel of devolution of title in favour of the Owners upon the Project Land, to enable it to obtain and/or raise construction finance in its name for carrying out the development of the





- Project and in order to secure such construction finance to create a mortgage of the Project Land in favour of such banks / financial institutions and also for the Developers record.
- 7.12 The Owners further undertake to obtain and provide the developer with the affirmation/confirmation of boundary declarations either by way of registered deeds or similar legal manner as required, from the co-owner(s) of plots (larger plots) forming part of the Project land, if required by the developer, in order to secure the Developer from any legal issues, claim or adverse situation, arising during the course of development of the Project.
- 7.13 The Owners hereby grant and assure the Developer a permanent, unrestricted, and unobstructed right of access to and from the Project Site via the Panchayat Road formed out of LR. Dag No. 977 (hereinafter referred to as "Access Road"). The Access Road shall serve as the principal ingress and egress route to and from the Project Site. The Owners undertake to ensure that the Access Road will remain secure and accessible to the Developer and its contractors, agents, and employees at all times during the development and operation of the Project. The Owners further undertake to take all necessary steps to prevent any disturbance, obstruction, or interference with the Developer's use of the Access Road. The Owners agree that the Project Site and the Access Road shall not be subject to any claims, objections, or interference from any third parties, including but not limited to the Panchayat or any other local authorities, regarding the use of the Access Road. The Owners shall indemnify and hold harmless the Developer from any claims, demands, or legal actions arising out of or related to such objections or interferences.

ARTICLE - VIII

DEVELOPER'S OBLIGATIONS

- 8.1 The Developer shall construct erect and carry out the development at the Project Land in a good and workman like manner, at its own cost & expenses and at its sole risk in accordance with the Plans and do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules in force at the relevant time. The Developer agrees to develop the Project Land wholly or in phases, as may be discussed later and mutually agreed by the Developer and the Owners in terms of this Agreement.
- 8.2 With effect from the date of completion of all the Conditions Precedents of the Owners as contained herein, the Developer shall carry out necessary soil testing and other preparatory works in respect of the development of the Project Land and for marketing of the proposed



District Sua Argistra di Alipare, South 24 Parpara - 8 NOV 2004 Complex at the Developer's risk and cost. The Developer shall be free to use the present structures site office and, put up the hoardings/boards. The Developer shall at all times ensure compliance with any restrictions imposed in this respect by any statutory authorities. Upon the execution of this Agreement, the Owners shall hand over possession of the existing structure located on L.R. Dag No. 976 (hereinafter referred to as the "Structure") to the Developer. The Developer shall be entitled to use the Structure as a site office and marketing office in connection with the Project. The Developer shall have the sole and absolute discretion to either **Retain** the Structure for its use as described above; or **Demolish** the Structure. In the event of demolition, the Developer shall have the right to appropriate the sale proceeds of the debris for its own account. The Owners hereby consent to and authorize the Developer to make the decision to retain or demolish the Structure, as well as to retain and utilize any proceeds from the sale of debris resulting from any such demolition. The Owners agree that such actions shall not constitute a breach of this Agreement or any related agreement.

- 8.3 The Developer at its own costs and responsibility shall, within a reasonable period of time from the date of completion of all the Conditions Precedents of the Owners, obtain from the Planning Authorities, sanction of the Plans, as may be permitted under applicable laws, as the case may be , in connection with the development and also obtain all statutory clearances (including Environment Clearance) required for commencement of construction and development and sale of units in the Project within a reasonable period of time thereafter. In this regard it is clarified that (i) the Developer shall be responsible for obtaining all sanctions, permissions, clearances and approvals needed for the Project (including final sanction of the Plans) within a period of **06 Months** from the date hereof and (ii) all costs and fees for sanctions, permissions, clearances and approvals shall be borne and paid by the Developer.
- The Developer shall commence construction of the Complex within **03 months** (subject to force de majeure) from the date of sanction of Plans or grant of registration of the Project with the West Bengal Regulatory Authority under the Real Estate (Regulation & Development) Act, 2016 whichever is earlier ("**Date of Commencement**") subject to environmental clearances, if and as applicable. However the parties agree to extend the time period on mutual understanding.
- 8.5 The Developer shall be entitled to make any variation and/or modifications in the Plans with prior written intimation via e-mail to the Owners and/or specifications and/or



District Sub Magistrar-W Aligare, South 24 Paragram - 6 NOV 2024 construction of the Complex, as may be required to be done from time to time at the instance of the concerned panchayat or the sanctioning authority or other appropriate authorities or under any statute or under the advice of the Architect.

- 8.6 All persons employed by the Developer for the purpose of construction such as Architects, contractors, laborer's, care-takers, etc., shall be the persons under appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc., or their acts in any manner whatsoever and the Owners shall be kept protected and harmless against any action, if taken or threatened to be taken against the Owners for non-compliance or violation of the said requirements. The Developer shall keep the Owners saved and indemnified in this regard.
- 8.7 The Developer shall be responsible to arrange all necessary finances and/or funds and/or moneys for the purpose of construction of the Project. The Developer also undertakes payment of all interests, charges, costs and expenses as may from time to time be necessary or required for the Project and in this regard the Owners shall not be liable or responsible and shall keep the Owners indemnified. However, the Owners shall cooperate with the Developer in availing such project finance, without any demur, delay or protest. However it is agreed by and between the parties hereto that the owners shall in no way in any capacity be liable for any litigation being raised in connection to any finance / mortgage raised by the Developer upon Developer's Allocation.
- The Developer shall deposit a sum of Rs. 4,15,00,000/- (Rupees Four Crores Fifteen Lakhs 8.8 only) as interest free Refundable Security Deposit with the Owners in the following manner:-

Particulars

Amount in Rs.

On or before execution of this Agreement Rs. 50,00,000/- (Rupees Fifty Lakhs only) (the receipt whereof is acknowledged by the Owners in the Memo of Consideration hereunder written)

After 30 days the Developer shall pay to Rs. 3,65,00,000/- (Rupees Three Crores the Owners

and Sixty Five Lakhs only)

8.9 The said Interest Free Security Deposit shall be interest free and shall be refunded and/or adjusted from the Owners' Allocation in the manner envisaged herein.



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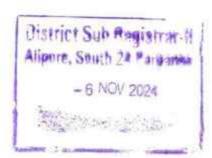
- 8.10 The said Security Deposit of Rs.4,15,00,000/- (Rupees Four Crores and Fifteen Lakhs only) shall be fully (100%) refundable (interest free) by the Owners to the Developer in the manner that the said sum of Rs.4,15,00,000/- (Rupees Four Crores and Fifteen Lakhs only) shall be paid by way of adjustment of 20% of Owner's Allocation of the Net Sale Proceeds, received from every intending purchaser, till such time, the said Rs.4,15,00,000/- (Rupees Four Crores and Fifteen Lakhs only) is fully adjusted...
- 8.11 The Project shall be completed by the Developer in all respects including providing all required Common Areas, Installations and Facilities and essential services including drainage/sewerage, water, electricity, Sewage Treatment Plant, Storm Water Management, Rainwater Harvesting mechanism, and any other essential connections and the landscaping and electrification of such Common Areas, Installations and Facilities, as may be required for beneficial use of the Units.
- 8.12 The Developer shall comply with the provisions of all statutes, rules and regulations as are applicable in connection with the development of the Project including The Real Estate (Regulation & Development) Act, 2016 and the Rules framed thereunder.
- 8.13 The Developer shall also be responsible for the development of the Project and shall be entitled for itself and on behalf of the Owners, as the case may be, to handle, deal with and/or to look after all matters, disputes, litigations, cases, issues that may arise out of the activities while developing the Project Land and construction of the Project thereat its own cost and expenses, as also those arising with the Intending Transferees, if any, in the Project.

ARTICLE - IX

FINANCE & MORTGAGE

9.1 The Developer shall be entitled to raise construction finance in its name for carrying out the development of the Project and in order to secure such construction finance upon Developer's allocation to create a mortgage of the Project Land in favour of such banks / financial institutions, without foisting any financial liability upon the Owners, it being expressly agreed and understood that in no event the Owners shall be responsible and/or be made liable for payment of any dues of such banks / financial institutions. The Owners agree from time to time to provide consents, confirmations and no objections or other documents as may be required for such mortgage or charge to be created by the Developer and also agree to sign necessary loan and other agreements and power of attorney with the bankers or financers in connection with the above Provided That the Owners shall not be liable in any manner for repayment thereof or any consequence of default in such





repayment. In case owing to any loans or finances obtained by the Developer, the Owners suffers any losses or damages due to any non repayment, delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of its obligations in respect of any such loan or liability whatsoever, the Developer shall indemnify and keep the Owners saved harmless and indemnified in respect thereof.

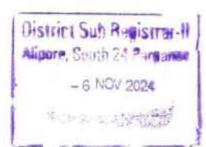
9.2 The Transferees of constructed spaces in the New Buildings shall be entitled to obtain housing loans from Banks/Financial Institutions subject to the terms and conditions of the Agreement for Sale to be executed in their favour.

ARTICLE - X

SANCTIONS & DEVELOPMENT – RIGHTS AND RESPONSIBILITIES

- 10.1 All applications, plans, papers and other documents as may be required for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer. All costs and expenses including Architect's fees charges and expenses required to be paid or deposited for exploitation of the Project Land shall be borne by the Developer.
- 10.2 The Developer shall obtain the registration certificate in respect of the Project from the West Bengal Real Estate Regulatory Authority formed under the provisions of the Real Estate (Regulation & Development) Act, 2017 and shall comply with the provisions of the said Act.
- 10.3 During the period of construction of the Complex, the Owners may undertake periodical inspection of the Project, assisted by a representative of the Developer, if felt necessary.
- 10.4 The Developer shall be entitled to develop and construct the Complex on the Project Land in accordance with the Plan. The type of construction, specification of materials to be used for the construction of the buildings and other structures thereon comprising the units in the Project shall be of Specifications as to be decided by the Developer in consultations with the Owners/Architect. However the Architect decision will be final and binding on the parties hereto.
- 10.5 The Developer shall be entitled to apply for and to obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the proposed Complex, at its own cost and the Owners shall sign all the papers etc. as may be required for the purpose.





- 10.6 The Developer shall demolish the existing structures, if any, on the Project Land and appropriate the debris, salvage and materials thereon and/or realisations therefrom.
- 10.7 The Developer shall be entitled to pay various fees, costs and charges to concerned authorities as may be necessary for the purpose of carrying out the development work on the Project Land and to claim refund of such deposits so paid and to give valid and effectual receipts in connection with the refund of such deposits in its own name or in the name of the Owners or in the joint name, as may be required.
- 10.8 The Developer shall abide by all laws, by-laws, rules and regulations of the appropriate Government and local bodies relating to development of the Project Land and to be observed by it under this Agreement and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, by-laws, rules and regulations.
- 10.9 The Developer hereby agrees to keep the Owners saved harmless and indemnified against all punitive actions, loss, damage, accidents, mishaps, liabilities, fines, penalties, compensation, costs charges and expenses, resulting due to omission, non-compliance, lapses or violations of any law, bye-law, rules and regulations concerning the development of the Project Land and/or any accident or mishap arising out of faulty design, construction or workmanship and arising as a result of the acts and omissions of the Developer.
- 10.10 The Developer shall, in consultation with the Architect determine and ascertain the super built-up / built-up / carpet / chargeable area of the spaces in the Project.
- 10.11 Unless extended by the parties mutually, the Developer shall complete the construction of the Complex within 05 years of the date of receipt of the last of all clearances, sanctions and certificates by the appropriate Government Authorities to commence and carry out the development of the Complex together with benefit of grace period of 01 year and/or any period extended out of mutual consent. In the event that any Delay occurs as described below, the time period for the completion of the Project, as stipulated in this Agreement, shall be extended for a period equivalent to the duration of the Delay. The Developer shall be entitled to a reasonable extension of time for the completion of the Project, taking into account the period during which construction work was halted or affected by such legal issues. The Developer shall not be liable for any penalties, liquidated damages, or other financial consequences arising from the extension of the completion time due to such legal issues. The extended period due to such Delay shall not be deemed a breach of this Agreement. For the purposes of this Agreement, a "Delay" shall include any interruption or hindrance to the Developer's construction work due to legal issues, including but not



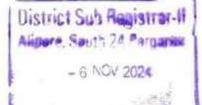
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limited to: Disputes or claims related to the title or ownership of the Project Site, Orders or judgments from any court or tribunal affecting the construction or development of the Project and any litigation, arbitration, or other legal proceedings affecting the Project or the Developer's ability to proceed with construction.

The state of

- 10.12 The Developer shall be deemed to have constructed and completed any constructed area in the Complex if the Developer has constructed the same as per the agreed Specifications to be decided and provided reasonable ingress and egress and obtained water, electricity and drainage connections (if and to the extent applicable for such constructed area) and obtained the Completion Certificate from the appropriate authority in respect thereof. The Developer shall be at liberty to carry out construction in a phase wise manner and obtain partial completion certificates in respect thereof.
- 10.13 To enable the expeditious construction of the Project by the Developer, various acts, deeds, matters and things not herein specifically referred to and as may be required to be done by the Developer shall, if found to be in order, be ratified and confirmed by the Owners and, in addition, the Owners hereby agree, upon being required by the Developer in this behalf, to sign and execute all such additional applications and other documents which may be reasonably required for such purposes.
- 10.14 The Developer, shall frame all rules and regulations regarding the usage and rendition of common services to the Intending Transferees and also the common restrictions which should be normally kept in the agreements / contracts for grant of right of use of the units in the Project to the Intending Transferees and shall communicate the framed rules and regulations to the Owners.
- 10.15 All Common Areas, Installations and Facilities in the Project shall be managed by the Developer throughout the subsistence of this Agreement.
- 10.16 The Developer shall upon completion of construction of the Project form one or more Maintenance Company and/or Association for the Common Purposes and till then, the Developer shall be in charge for the Common Purposes.
- 10.17 Until formation of the Facility Management Company/Association and handover of the charge of the Common Purposes or any aspect thereof to such Facility Management Company/Association, the Developer shall be free to appoint different agencies or organizations for any activities relating to Common Purposes at such consideration and on such terms and conditions as the Developer may deem fit and proper. All charges of such agencies and organizations shall be part of the Common Expenses.





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

ARTICLE - XI

MARKETING OF PROJECT AND MANNER

- 11.1 The marketing of the Project and all units therein shall be done and conducted by the Developer on the terms and conditions hereinafter contained.
- 11.2 The Developer shall pay all costs pertaining to marketing, branding and advertising. In addition to such costs the Developer shall also be liable to appoint brokers and pay such brokerage, and such brokerage shall be included in the marketing costs of the Developer. The parties have mutually agreed that the Owners share of Sale Proceeds shall be reduced by 05% thereof, towards the cost of Marketing and Brokerage. GST at applicable rate shall be paid by the Owners to the Developer on such costs of Marketing and Brokerage by way of further deduction from the Owners' Allocation.
- 11.3 The Developer shall accept bookings and make allotments, in respect of the units in favour of any Transferees and to cancel revoke or withdraw the same (if the situation so warrants) at the rates and prices and other terms and conditions to be decided by the Developer.
- 11.4 It is agreed by the parties that for sale of units, the Devleoper shall finalize the following:
 - 11.4.1 standard form of Provisional Allotment Letter, Agreement and Conveyance Deed;
 - 11.4.2 Sale Price of units, parking spaces & other areas from time to time; and
 - 11.4.3 Schedule of payments to be collected from transferee/s.
- 11.5 The Developer shall select, appoint or discontinue the Marketing Agents, brokers, subbrokers and other agents for transfer of the units at such charges and terms and conditions as they may deem fit and proper.
- 11.6 The agreements and final transfer deeds or deeds and other documents of transfer relating to the units shall have both the Owners and the Developer as parties and shall be executed by the Developer for itself and on behalf of the Owners as their Constituted Attorney.
- 11.7 The Developer shall be entitled to receive the Realisations from the Intending Transferees in respect of transfer of the units in favour of such Intending Transferees and give receipts thereof to such Intending Transferees on behalf of itself and the Owners.



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- 11.8 Any interest, damage or compensation payable to any Transferee or other person relating to the Complex, otherwise than due to delay or default on the part of the Developer in compliance of its obligations towards the Transferees in accordance with the agreements to be entered by the Developer with the Transferees or due to any delay or default by the Owners in complying with its obligations hereunder, shall be payable by the parties in default. Such interest, damage or compensation payable to any Transferee shall be entirely payable by the Developer if the same arises due to delay or default on the part of the Developer in compliance of its obligations towards the Transferees in accordance with the agreements to be entered by the Developer with the Transferees or by the Owners if the same arises due to any delay or default by the Owners.
- 11.9 The Transferees shall be entitled to take loans for the purpose of acquiring specific Units from banks, institutions and entities granting such loans. The Owners and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents, etc. as be required in this regard by such banks, institutions and entities provided that there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Project except the Unit and appurtenances under sale or transfer and save those occasioned due to cancellation of the agreement with the Transferee. The liability arising out of any such cancellation shall be to the account of the party which is in default. The Developer shall also be entitled to get the Project approved from the Banks and/or Financial Institutions to enable the persons interested in acquiring and owning units to take loans from any such Banks or Financial Institutions.
- 11.10 The parties agree that, subject to the provisions contained herein, if the Developer is unable to transfer or market all the units comprised in the said Complex within a period of 12 months or any date mutually agreed by all the parties, from the date of obtaining Completion Certificate, the parties shall mutually demarcate the Unsold Units of the Project comprised in the said Complex according to the market value on the expiry of the aforesaid period in accordance with the Agreed Ratio, as defined in clause 1.1(i) above and shall be entitled to deal with the same in any manner as the parties desire. The Owners shall convey the undivided proportionate share in the land appurtenant to the areas of the Developer's Allocation to the Developer and/or their nominee or nominees and in exchange the Developer shall convey the constructed areas forming part of the Owners' Allocation to the Owners and/or their nominee or nominees. It is clarified that the consideration for the transfer of land share attributable to such Unsold Areas of the Developer shall be the



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- construction cost of the Unsold Areas of the Owners. It is further agreed between the parties that after such allocation, each party shall pay the Extra Charges, GST and Deposits in respect of their respective allocation's.
- 11.11 The Developer shall ensure that the advertising and marketing of the Project is carried out in a manner that is consistent with and not in derogation of or in conflict with any terms or provisions of this Agreement and the Applicable Laws.
- 11.12 The Developer shall be entitled to fix the sign board on the said property, for advertisement with brief description of the impending Project to be developed with the Developer's name inscribed therein and also insertions in newspapers and other advertising media for such purposes.
- 11.13 In pursuance to the foregoing it is agreed by the Parties that in order to maximize the revenue/income/realization from sale of the unit(s)/area(s)/space(s) to the Transferees, there shall be no delineation or allotment or allocation to Owners of any portion of the Project, to be developed. The Developer shall be exclusively entitled to sell 100% of the unit(s)/area(s)/space(s) in Project to be developed on the said Property

ARTICLE -XII

REALISATIONS, EXTRAS & DEPOSITS AND DISTRIBUTION

- 12.1 The Owners shall be entitled to 34% (Thirty Four percent) of the Realizations excluding 10% Additional FSI on account of Green Building subject to adjustment of security deposit as stated in this Agreement AND the Developer shall be entitled to (a) 66% (Sixty Six percent) of the Realizations plus 10% Additional FSI on account of Green Building and (b) the entirety of all Extras and Deposits [save to the extent that the liability of refund / transfer of deposits to the Transferees / Association / Maintenance Body shall solely be that of the Developer] (c) Other revenue which have been agreed to be a part of the Developer's Allocation as mentioned in the clause 12.2 herein below, 1.1.12 clause under Heading Extra and Deposits and under this Agreement and any revenue which has not been described in this Agreement shall be shared in the agreed ratio.
- 12.2 The Developer shall receive the Realizations (including booking amounts, earnest money, part payments, and consideration) and Extras and Deposits. Aggregate of Realizations and Extra and Deposits and other amounts on any account receivable from the Transferees and other persons in respect of the Project (hereinafter also referred to as 'Project Revenues') shall be deposited in a designated bank account to be opened by the Developer. However



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- the Developer shall be solely entitled to receive amount as agreed with the intending Transferees towards nomination fee and cancellation charges, if any.
- 12.3 Instructions shall be given to the bank holding the Designated Account for transfer of 70% of the amounts received or such percentage as may be required under the provisions of the Real Estate (Regulation & Development) Act, 2016 to an Escrow Account to be opened under the said Act.
- 12.4 Balance 30% of the amounts received and amount withdrawn from the said Escrow Account on submission of certificates for percentage completion of the Project shall be transferred to a separate bank account ("Construction Account") to be maintained with the Developer and to be utilized by the Developer to meet the Project Costs with adequate provision for funds requirement for the following three months.
- 12.5 The parties hereby accept and agree that strict compliance of the provisions of clause 12.3 & 12.4 above shall always be considered as the most important essence of this Agreement and any breach of it shall be considered serious violation of the covenant on the part of the parties.
- 12.6 All Intending Transferees will be required to be notified about mentioning of the name of the Designated Account in the cheques and other instruments for making payments relating to the Complex and all booking forms and agreements shall specify the requirement for payment by the Transferees in the name of the Designated Account.
- 12.7 In the event any Agreement with any intending transferee is cancelled, then the Owners and the Developer shall refund from their respective accounts in their respective ratios to the intending transferee/s.
- 12.8 The Developer shall maintain proper separate accounts pertaining to all the transactions relating to transfer of the Units in the Complex and the Extras, Deposits and other amounts received by the Developer and such accounts shall be audited quarterly by mutually appointed auditors. The Owners shall have the right of inspection of Books of Accounts relating to Project transactions on quarterly basis with prior intimation to the Developer.
- 12.9 After fulfillment of this agreement or at such time as the parties mutually agree, the final accounts pertaining to the entire period of continuance of this agreement shall be made and finalized by the parties.
- 12.10 With effect from the date when booking of Units is started, by the 7th day of each succeeding month, the Developer will submit a statement containing details of transactions entered into with the Intending Transferees along with the statement of the Designated



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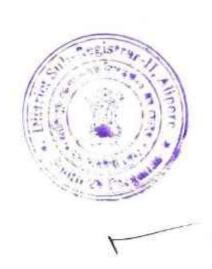
Account and Escrow Account (under Act of 2016), during the immediately preceding month, with relevant particulars and other details. For the purpose of accounting and settlement, the parties shall make all necessary entries and adjustments in their respective books of account in respect of their respective share of the Realizations.

- 12.11 Goods and Services Tax, and all other taxes, impositions or levies, as may be imposed or levied by any statutory or governmental body or authority upon the development of the Project Land or matters connected therewith (Taxes), if any, relating to the development and construction of the Project shall be paid and borne solely by the Developer who shall comply with the applicable provisions regarding the same and keep the Owners indemnified in this regard. The Taxes in respect of the sale to the Intending Transferees shall be collected by the Developer from the Intending Transferees. Deposit of such Taxes with the concerned authority in accordance with law in respect of transfer of the Units to the Intending Transferees and complying with applicable provisions regarding the same shall be the responsibility of the Developer. The Developer shall also make all compliances relating to TDS on all payments made in course of development of the Complex.
- 12.12 Tax Deductible at Source (as applicable) will be deducted on the payments to be made to the Owner's Allocation.
- 12.13 All security deposits and proceeds from the sale of Flat ETC will be paid to the owners in their individual name (i.e Amit Ghosh and Sambit Basu) in ratio of 25:75%.

ARTICLE - XIII

PARTIES' COVENANTS

- 13.1 The Owners do hereby covenant with the Developer as follows:
- 13.1.1 That each and every representation made by the Owners hereinabove are all true and correct and the Owners agree and covenant to perform each and every obligation.
- 13.1.2 That with effect from the date of execution hereof, the Owners shall neither deal with, transfer, let out or create any Encumbrance in respect of the Project Land or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.
- 13.1.3 The Owners shall not act in any manner which is detrimental to this agreement or goes against the terms and conditions of this agreement.



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- 13.1.4 That the Owners shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Developer.
- 13.1.5 The Owners hereby agree and covenant that all matters, litigations etc. by any third party arising out of anything done or omitted to be done by the Owners and/or against or within the said Owners as regards to their title and/or any legal issues with Government or Competent Authority, then the owners shall bear and pay the costs and expenses thereof.
- 13.1.6 The Owners shall ensure that their title to the said Property continues to remain marketable and free from all encumbrances, attachment, acquisition, requisition, liabilities and restrictions and is approved for grant of Project Finance. The Owners shall remain liable to rectify defects, if any, in the title at their own costs. The Owners further represent if any dispute arises in future, the Owners shall be responsible for any litigation related to their title to the said Project land and in that event, the Owners shall, at their own cost and expenses, settle all disputes, claims, demands, suits, complaints, litigations etc. in relation to the right, title and interest of the Owners over the said Project Land and ensure that the development and construction of the Project by the Developer shall not be interrupted, obstructed, hampered or delayed in any manner by such disputes, claims, demands, suits, complaints, litigations etc. Further the Owners agree and acknowledge that in the event the Developer incur any costs, expenses, damages etc. to rectify or remedy the title of the Owners to the said Property, it shall be entitled to deduct such incurred amounts from the Owner's share/ allocation in revenue with interest @12% per annum, compounded half yearly. The Owners further agree that if such defect in their title to the said property results in litigation after agreements for sale have been entered into with intending buyer's, the Owners would be obliged to refund their share of money received from the intending buyer/s along with interest @12% per annum, compounded half yearly. This amount will be limited to the sum received by the Owners as per Owner's Allocation.
- 13.1.7 The Developer shall be at liberty to exclude the portion or portions as may be the subject matter of any litigation or default from being part of the Project and to continue the Project in the balance portion. In case of any such exclusion, the area of construction of the Project shall be modified accordingly.
- 13.1.8 The Owners hereby indemnify and agree to keep the Developer saved, harmless and indemnified of from and against any and all losses, damages and/or liabilities (whether criminal or civil) suffered by Developer relating to the ownership and title of the said Property and arising from any breach of this Agreement by the Owners and/or arising from



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- any defect in title of the said Property and/or arising from any of the Representations of the Owners being incorrect.
- 13.1.9 The Owners acknowledge and agree that apart from the allocation of one car parking space per flat, they shall have no right, title, or claim over any other car parking spaces within the Project, including any future or additional car parks developed therein.
- 13.1.10 In the event any changes or adjustments are required in the allocation of car parking spaces due to applicable laws, regulations, or approvals from authorities, the parties agree to comply with such requirements while adhering to the principle that the Developer shall retain exclusive ownership and rights over all car parking spaces, save for those allotted to the Owners as per the agreed allocation ratio.

13.2 The Developer do hereby covenant with the Owners as follows:

- 13.2.1 That each and every representation made by the Developer hereinabove are all true and correct and agrees and covenants to perform each and every obligation.
- 13.2.2 The Developer doth hereby agree and covenant with the Owners not to do any act deed or thing whereby any right or obligation of the Owners hereunder may be affected or the Owners are prevented from making or proceeding with the compliance of the obligations of the Owners hereunder.
- 13.2.3 The Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and shall not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.
- 13.2.4 The Developer shall not act in any manner which is detrimental to this agreement or goes against the terms and conditions of this Agreement.

ARTICLE - XIV

GENERALLY

14.1 The Developer shall be authorised and empowered and wherever possible in its own name as Developer to apply for and obtain all permission, approval and clearances from any authority whether local, state or central for the construction 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 authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or development on the Project Land or any portion thereof and/or for obtaining any utilities and permissions.





- 14.2 The Developer agrees to indemnify, keep indemnified, defend and hold harmless the Owners and its assigns and agents against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with respect to any noncompliances, by the Developer, of the Applicable Laws for development and construction of the Project.
- 14.3 All costs, charges and expenses incidental to the construction of the Project, including cost of materials, Architect's fees shall be borne, paid and discharged by the Developer and the Developer hereby agrees to indemnify and keep indemnified the Owners from and against all suits, proceedings, actions, claims and/or demands, costs, expenses and loss whatsoever relating to or in respect of the same.
- 14.4 The Developer shall indemnify and always keep the Owners, their employees, assigns and agents indemnified and harmless against:
 - 14.4.1 all claims, damages, compensation or expenses payable in consequence of any injury or accident or death sustained by any workmen or other persons during construction and/or up to the completion of the Project in all respect up to handing over possession of units to the intending transferees and the Owners shall at the cost of the Developer defend any action filed in respect of such injury brought under the Employees Compensation Act or other provisions of law.
 - 14.4.2 any lien or charges claimed or enforced against any material supplied in construction of the Complex by any supplier of such materials.
- 14.5 If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, that Party shall inform the other Party vide email (preferred communication) or in writing within 15 (Fifteen) Days of the commencement of the event of Force Majeure specifying the nature and extent of the circumstances giving rise to the event/s of force majeure. Similar notice vide email or in writing shall also be given upon cessation of the Force Majeure event. Subject to email or written notifications as above with proof of service, neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall upon occurrence and cessation of any event constituting Force Majeure be extended by the same period as the period of Force Majeure event.
- 14.6 It is agreed and recorded that the said Complex shall be named as may be decided by the Developer.



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- 14.7 The documents of transfer of the units in the Project in favour of the Intending Transferees shall be prepared by the Advocates as may be appointed by the developer ("Project Advocates"). The same shall contain similar rights and obligations regarding the usage and enjoyment of all the constructed spaces of the New Buildings. The fees and cost of preparation, stamping, registration and other charges of the Agreements and the Deeds shall be borne and paid by the Transferees of all the constructed spaces of the new building.
- 14.8 Grant of Additional FAR: The Developer shall be entitled to the entire benefit of any additional Floor Area Ratio (FAR) or similar development rights granted or available under applicable laws, regulations, or policies as a result of constructing the Project as a "Green Building" or any other environmentally sustainable building certification or otherwise as permitted.
- 14.9 Nothing in these presents including possession shall be construed as a demise or assignment or conveyance in law by the Owners to the Developer or creation of any right, title or interest in respect thereof in favour of the Developer other than undertaking of development by the Developer in terms hereof. The Owners are and shall continue to be the Owners of their land rights in all respect till the execution of conveyances for transfer of proportionate land rights in favour of the Transferees as provided herein.
- 14.10 It is understood that to facilitate the Project, various acts deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertakes to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorization as may be reasonably required by the Developer for the purpose and the Owners also undertakes to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.
- 14.11 In case of Winding Up, Liquidation, Strike Off, Dissolution of the Owners or the Developer or reference of the same to NCLT or any incapacity of the Board of the Company to act, the same shall not affect this Agreement or the rights and obligations of the other constituents and parties hereto. The Official Liquidator, Resolution Professional or any successor in law entitled to act on behalf of such Company shall be bound by the terms and conditions of this Agreement and for all obligations and liabilities of such Company



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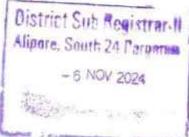
- hereunder and all powers of attorney given by such Company shall remain valid and subsisting and binding upon such successor.
- 14.12 The change in entity or extinction of the Developer due to amalgamation, reconstruction, takeover etc by an entity in the same group or by parent/holding subsidiary and/or due to conversion into an LLP or otherwise, shall not be deemed to be in any manner affect or rescind and/or terminate these presents and/or shall not be deemed to be taken as non-observance or non- performance of any covenants herein contained by the Developer.
- 14.13 All cost of stamp duty and registration fees and charges to the concerned authorities, if any, required to be paid for registration of this Agreement and all incidental or miscellaneous and other charges and/or expenses to be incurred in respect thereof shall be paid by the Developer.
- 14.14 The Owner agrees that, during the Construction Period, the Owners shall not, directly or indirectly, sell, transfer, assign, or otherwise dispose of any part or all of its owner's allocation, whether in whole or in part, to any third party without the prior written consent of the Developer. Notwithstanding the above, the Owners may transfer their owner's allocation to any person or persons, provided that such person or persons agree in writing to be bound by all terms and conditions of this Agreement. The Owners shall notify the Developer of any such transfer at least 15 days prior to the effective date of the transfer. However in the event the Owners receives a bona fide offer from a third party to purchase any part or all of their owner's allocation during the Construction Period, the Developer shall have a right of first refusal to purchase such owner's allocation on the same terms and conditions as those offered by the third party. The Owners shall provide the Developer with written notice of such offer, including all material terms, and the Developer shall have 30 days to exercise its right of first refusal.

ARTICLE - XVI

TERMINATION

15.1 In the event that the Owners fail to comply with all of its obligations including the Condition Precedents as contained in Article VII hereinabove within the period therein mentioned, then the Parties may extend the period of compliance as they may mutually agree or the Developer shall have the option to have the same completed at the Owners' cost and in case the Developer does not complete the same within another 6 (six) months, then the Developer may terminate or cancel this Agreement and if terminated by the Developer, the Owners shall be liable to refund to the Developer the Security Deposit paid till then (along





with interest @ 12% per annum to be compounded half yearly till the date of such refund) along with cost on account of obtaining financing from banks / non-banking financial institutions /financial institutions at actuals incurred by the Developer whereupon neither Party shall have any further claim or demand against the other.

- 15.2 It is further agreed that the Owners shall refund the Security Deposit in the manner aforesaid within a period of 30 Days from the date of termination. In the event the Owners fail and/or neglect to refund the entirety of the Security Deposit till then paid, in the manner aforesaid, within the said period of 30 days, then in such event the Owners shall sell transfer assign and assure unto and in favour of the Developer herein such portion of the Project Land commensurate with such un-refunded Security Deposit, in accordance to the then existing assessed valuation and/or Circle Rate of the Department of Finance, Government of West Bengal.
- 15.3 In the event of termination of this Agreement, the Developer shall have a lien and/or charge over the Project Land for the due refund of the refundable amount and such lien and/or charge on pro-rata shall continue until the whole of the refundable amount is realized by the Developer. Any part refund shall be first adjusted towards the interest to which the Owners hereby agree. During the continuance of the charge, the Owners shall not be entitled to deal with the Project Land or any part thereof save as and except to the Developer as envisaged herein.
- 15.4 In the event of any default by the Developer in complying with the terms and conditions of this Agreement, including but not limited to delays, non-completion, or failure to fulfill obligations as stipulated herein, the Owners shall have the right to take any and all actions permissible under the West Bengal Real Estate (Regulation and Development) Rules,2017 (WBRERA), and any amendments thereto.

ARTICLE - XVI

DISPUTE RESOLUTION AND FORUM

16.1 In case of any dispute, differences or questions arising between the parties with regard to the interpretation, meaning or scope of this Agreement or any rights and liabilities of the parties under this Agreement or out of this Agreement or in any manner whatsoever concerning this Agreement, the parties shall endeavor to settle the dispute amicably. In case no amicable settlement is arrived, the same shall be referred to the arbitration in terms of the Arbitration and Conciliation Act, 1996. The arbitration shall be held according to the rules of the Arbitration and Conciliation Act, 1996, and/or statutory modification or enactment thereto and



District Sub Registrar-M Alipere, South 24 Pargames -6 NOV 2024

- the Award made and published by the Arbitrators shall be final and binding on the parties. Arbitration shall be held in Kolkata and the language shall be in English.
- 16.2 Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.
- 16.3 Courts of Kolkata jurisdiction alone shall have the exclusive jurisdiction to try, entertain and consider all actions suits and proceedings arising out of this Agreement.

ARTICLE - XVII

MISCELLANEOUS

17.1 All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of dispatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered speed post without the same being served. However the notice communications shall be attempted vide emails (details of email address mentioned herein below) which shall be preferred upon written notices. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid.

Owners email address:

- amit@bloomsburyinfra.in
- realman.kolkata@gmail.com
- amitrealty1980@amail.com
- sudeep.convicity@amail.com

Developer email address:

- riddhisiddhidevelopers@gmail.com
- 17.2 The parties have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the parties in any manner nor shall the parties constitute an association of persons.
- 17.3 Failure or delay by either party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect, diminish or prejudice the right of such party to require performance of that provision. A waiver on one occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion.



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- 17.4 Neither party hereto can unilaterally cancel or rescind this Agreement at any time unless such party is entitled to do so by express terms of this Agreement contained elsewhere herein upon default of the other party.
- 17.5 This Agreement constitutes the entire agreement between the parties and revokes and supersedes all previous discussions, correspondence and agreements between the parties, written oral or implied.
- 17.6 If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.
- 17.7 No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by the parties.

THE FIRST SCHEDULE ABOVE REFERRED TO: [PROJECT LAND]

ALL THAT the piece and parcel of Bastu land containing by measurement an area of **6 Bighas 12 Cottahs 06 Chittacks 42 Sq.ft.** equivalent to **218.514 decimals** be the same a little more or less, comprised in L.R. Dag Nos. 879 (P), 968 (P), 971 (P), 972, 973 (P), 974 (P), and 976 (P) in Mouza Hatishala, J.L.No.09, within the local limits of Beonta II No. Gram Panchayet, P.O. Hatishala, P.S. Hatishala (Previously known as Kolkata Leather Complex), Pin-700135, District 24 Parganas South TOGETHER WITH G + 1 pucca structure thereon erected on L.R. Dag No.976 having a total area of 5000 sq.ft. more or less (2500 sq.ft. on each floor) together with right of easement for the purpose of ingress and egress from the property and marked with '**Red**' border in the plan annexed herewith TOGETHER WITH all sorts of rights, easements, privileges and appurtenances butted and bounded in the following manner that is to say:

On the North: By 50"-O-wide Main Road comprising out of R.S. & L.R. Dag No. 977;

On the South: By R.S. & L.R. Dag No. 880 & 968;



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Alipore, South 24 Parganeer
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On the East: By R.S. & L.R. Dag Nos.976 (P), 974 (P), 973 (P), 879 (P),

On the West: By 43"-O- wide Common Road;

R.S. & L.R. DAG NO.	RECORDED OWNER	L.R. KHATIAN NO.	PROJECT AREA (IN DECIMALS)	PROJECT TOTAL AREA (IN DECIMALS)	TOTAL MUTATED AREA (IN DECIMALS)	AREA OF STRUCTURE (In SQ. FT.)
879(P)	AMIT GHOSH	3919	28.88	59.47	30	NIL
	SAMBIT BASU	4135,4149	30.59		34	NIL
968 (P)	AMIT GHOSH	3919	2	4	2	NIL
	SAMBIT BASU	4135	2		2	NIL
971(P)	SAMBIT BASU	4135	26.06	26.06	29	NIL
972	SAMBIT BASU	4135	12	12	12	NIL
973 (P)	SAMBIT BASU	4135	84.49	84.49	84	NIL
974 (P)	AMIT GHOSH	3919	4.28	4.28	4	NIL
976 (P)	AMIT GHOSH	3919	18	28.214	18	2500
	SAMBIT BASU	4135	10.214	1	16	2500
		TOTAL		218.514	231	5000

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Registration Details of Registered Ownership Deeds)

L.R. Dag Nos.	Owner No.1 Purchased Area (Dec.)	Deed No. (Owner No.1)	Owner No.2 Purchased Area (Dec.)	Deed No. (Owner No.2)	
	8.3925 out of 8.52	Deed No. 00145 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas	2.5062 out of 3.2	Deed No. 00136 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas	
	0.13875	Deed No. 00069 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas	25.89	Deed No. 00176 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas	
879	11.68	Deed No. 00137 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas	0.000	Deed No. 03449 of 2024 and duly	
	10.18	Deed No. 00224 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas	0.4836 out of 0.553	registered at the Offic of D.S.R. V South 24 Parganas	



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968	1.968 out of 2.25	Deed No. 00069 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas	2.1175	Deed No. 10664 of 2024 and duly registered at the Office of A.D.S.R. Bhangore
	0.74	Deed No. 02980 of 2023 and duly registered at the Office of D.S.R. V South 24 Parganas		
971	8.57	Deed No. 00240 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas		
	20.1288 out of 20.91	Deed No. 00241 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas		
972	12	Deed No. 03175 of 2023 and duly registered at the Office of D.S.R. V South 24 Parganas Deed No. 03176 of 2023 and duly registered at the Office of D.S.R. V South 24 Parganas Deed No. 10215 for the year 2024 and duly registered at the office of D.S.R. – IV, South 24 Parganas Deed No. 10538 for the year 2024 and duly registered at the office of D.S.R. – IV, South 24 Parganas Deed No. 10543 for the year 2024 and duly registered at the office of D.S.R. – IV, South 24 Parganas Deed No. 10543 for the year 2024 and duly registered at the office of D.S.R. – IV, South 24 Parganas Deed No. 10784 for the year 2024 and duly registered at the office of D.S.R. – IV, South 24 Parganas		
973	84.49	[



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		Office of D.S.R. V South 24 Parganas		
974			4.28	Deed No. 00125 of 2024 and duly registered at the Offici of D.S.R. V South 24 Parganas
	0.884	Deed No. 02980 of 2023 and duly registered at the Office of D.S.R. V South 24 Parganas	6.724 out of 17.0575	Deed No. 00754 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas
***	4.75	Deed No. 00513 of 2024 and duly registered at the Office of D.S.R. IV South 24 Parganas	11.0675 aut of 11.38	Deed No. 00755 of 2024 and duly registered at the Offic of D.S.R. V South 24 Parganas
976	1.06 out of 6.26	Deed No. 00138 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas	9.843 out of 11,38	Deed No. 00700 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas
	3.52	Deed No. 11339 of 2023 and duly registered at the Office of D.S.R. IV South 24 Parganas		

THE THIRD SCHEDULE ABOVE REFERRED TO:

(EXTRAS & DEPOSITS)

EXTRAS shall include:

- 1.1.1 Any type of taxes like GST, local taxes and any other statutory levy or tax etc., payable to any government authority or local body;
- 1.1.2 Any EDC/IDC charges payable to any government authority or any local body etc.;
- 1.1.3 All costs, charges and expenses on account of bringing electricity lines/connections, HT & LT power (including Sub-station, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts payable to the electricity service provider;
- 1.1.4 All costs, charges and expenses on account of bringing water lines/connections and all the amounts payable to the provider thereof;
- 1.1.5 Security or any other deposit (including minimum deposits or any deposit by any name called) and all amounts or increases thereof payable to the electricity service provider for electricity water and any other connection or service at the Complex.
- 1.1.6 All costs, charges and expenses on account of one or more generators and like other power-backup equipment and all their accessories (including cables, panels and the like) for the Complex;



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- 1.1.7 External pipelines, sewerage treatment plants etc.,
- 1.1.8 Betterment fees, development charges, and other levies taxes duties and statutory liabilities that may be charged on the Project Land or the buildings or the Units or on their transfer or construction partially or wholly, as the case may be.
- 1.1.9 Stamp duty and registration fee, if collected from the prospective transferees of saleable spaces and other spaces areas rights or benefits at the Project Land
- 1.1.10 Cost of extra work carried out exclusively at the instance of prospective Transferees of saleable spaces and other spaces areas rights or benefits at the Said Property beyond the specified specification.
- 1.1.11 Any deposit for electricity suppliers, society formation charges, local charges, deposits/security received from transferees of saleable spaces and other spaces areas rights or benefits at the Said Property or for any other mutually decided specified purpose not forming part of consideration for sale/transfer of saleable spaces and other spaces areas rights or benefits at the Said Property.
- 1.1.12 Amounts received from transferees of saleable spaces and other spaces areas rights or benefits at the Said Property or as extras on account of (a) Transformer & Electricity Charges, (b) DG Charges, (c) Gas Bank Charges, (d) Cancellation Charges, (e) Legal Charges, (f) Guarding Charges, (g) Charges for formation of Association for maintenance, (h) any other extra facility / reimbursable expenses (example air conditioning) provided on mutual discussion to the flat owner of which reimbursement is required, (i) Club Charges including interiors, and also those received as deposits / advances against rates and taxes, maintenance charges etc (j) intercom charges and any other charges which the developer may deem fit and proper
- 1.1.13 Intercom, CCTV or any other chargeable facility as may be decided by the developer.

1.2. DEPOSITS (which shall be interest free) shall include:

1.2.1 Deposit on account of maintenance charges, electricity, water, other facilities, common expenses, rates and taxes, sinking fund etc.



District Sub Registrar-II
Alipore, South 24 Parganes

- 6 NOV 2024

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

SIGNED AND DELIVERED on behalf of the OWNERS at Kolkata:

SIGNED AND DELIVERED on behalf of the **DEVELOPER**, at Kolkata:

DJSS REALTY PRIVATE LIMITED

uthorised Signatory

DJSS REALTY PRIVATE LIMITED

represented by its Authorized Signatory

SANJIV KUMAR DABRIWAL

1. Percha denapali, Advocate

6A, K.S. Roy Road, Kal-700001:

2. Riya Mishma, Advocate

6A, K.S. Roy Road, Kol-700001

Drafted by:

- 1 Kar, Advocat (Enrollment No. F/517/01)

M/s S.K.Lath Co.,

Advocates,

6A, K.S. Roy Road, 2nd floor,

Kolkata - 700 001



RECEIPT

RECEIVED from the within named Developer the within mentioned sum of Rs. 50,00,000/- (Rupees Fifty Lakhs only) being a portion of the Security Deposit paid in terms of Clause 8.8 of this Development Agreement under these presents details whereof are mentioned below in the Memo of Consideration.

: Rs.50,00,000/-

(Rupees Fifty Lakhs only)

MEMO OF CONSIDERATION

SET OUT

By transfer through RTGS paid to Mr. Amit Ghosh - Rs. 12,50,000/-

By transfer through RTGS paid to Mr. Sambit Basu - Rs. 37,50,000/-

(Amit Ghosh)

(Sambit Basu)

.- We received

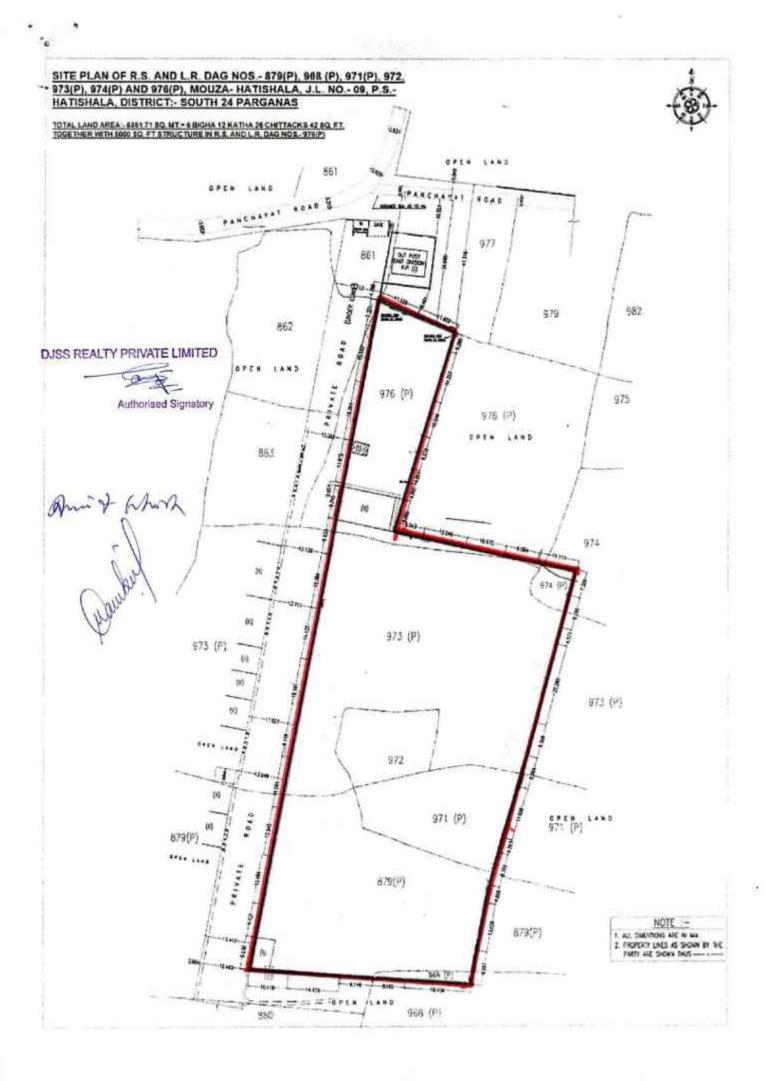
WITNESSES:

1. Zlisha Strapali, Advocate

2. Riya Mishra, Advocate



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District Sub Registrar-II Aliance, South 24 Parganes - 6 NOV 2024



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





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GRN Date:

GRN: 192024250264999158

05/11/2024 15:50:24

Payment Mode:

SBI Epay

Bank/Gateway:

SBIePay Payment

Gateway

BRN:

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BRN Date: Method:

05/11/2024 15:50:35

GRIPS Payment ID:

Gateway Ref ID:

051120242026499914

Payment Init. Date:

05/11/2024 15:50:24

State Bank of India NB

Payment Status:

Successful

Payment Ref. No:

2002688341/3/2024

[Query No/*/Query Year]

Depositor Details

Depositor's Name:

Mr S K LATH AND CO

Address:

6A, KIRAN SHANKAR ROY ROAD, KOLKATA-700001

Mobile:

7439680697

Period From (dd/mm/yyyy): 05/11/2024 Period To (dd/mm/yyyy):

Payment Ref ID:

05/11/2024 2002688341/3/2024

Dept Ref ID/DRN:

2002688341/3/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002688341/3/2024	Property Registration-Stamp duty	0030-02-103-003-02	74971
2	2002688341/3/2024	Property Registration- Registration Fees	0030-03-104-001-16	50021

Total

124992

IN WORDS:

ONE LAKH TWENTY FOUR THOUSAND NINE HUNDRED NINETY TWO

ONLY.



SPECIMEN FORM FOR TEN FINGERPRINTS

SI No	Signatures of the executants					
	Presentants					
		Little	Ring	Middle (left)	Fore (hand)	Thumb
						()
		Thumb	Fore	Middle (right)	Ring (hand)	Little
	0	Little	Ring	Middle (left)	Fore (hand)	Thumb
	Bul					
-	(Man .)	Thumb	Fore	Middle (right)	Ring (hand)	Little
		Little	Ring	Middle (left)	Fore (hand)	Thumb
	M PAG				11,	
60	wig harh	Thumb	Fore	Middle (right	Ring hand)	Little





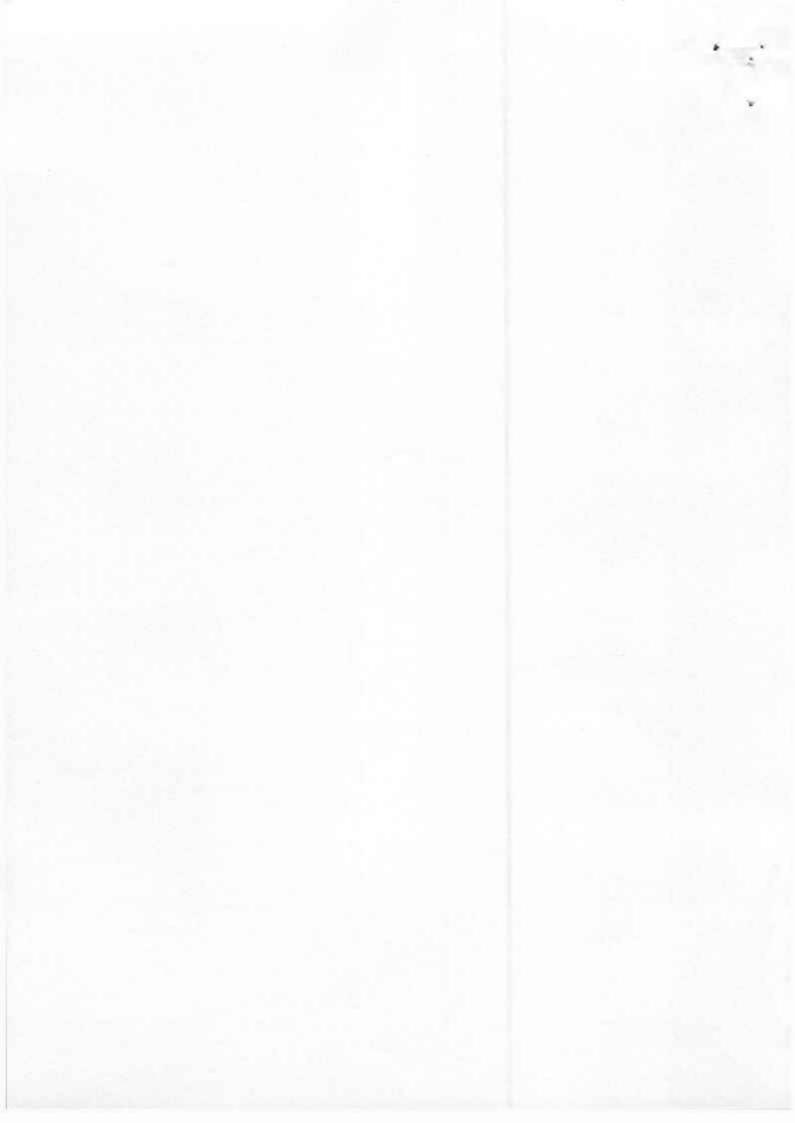
Major Information of the Deed

Deed No :	1-1602-14786/2024	Date of Registration	06/11/2024		
Query No / Year 1602-2002688341/2024		Office where deed is registered			
Query Date	21/10/2024 6:38:42 PM	D.S.RI I SOUTH 24-PARGANAS, District: 24-Parganas			
Applicant Name, Address & Other Details	S K LATH AND CO 6A, KIRAN SHANKAR ROY ROA BENGAL, PIN - 700001, Mobile I				
Transaction		Additional Transaction			
[0110] Sale, Development a agreement	Agreement or Construction	[4308] Other than Immo Agreement [No of Agree than Immovable Proper 50,00,000/-]	ement : 2], [4311] Other		
Set Forth value		Market Value			
		Rs. 13,52,17,056/-	7 (1 (2)		
Stampduty Paid(SD)		Registration Fee Paid			
Rs. 75,021/- (Article:48(g))		Rs. 50,053/- (Article:E,	E, B.)		
Remarks					

Land Details:

District: South 24-Parganas, P.S:- Kolkata Leather Camp, Gram Panchayat: BENTTATA-II, Mouza: Hatisala, JI No: 9, Pin Code: 700135

Sch	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	Market Value (in Rs.)	Other Details
L1	LR-879 (RS -)	LR-4135	Bastu	Shali	30.59 Dec	2,24,65,296/-	Width of Approach Road: 50 Ft., Adjacent to Metal Road,
L2	LR-971 (RS :-)	LR-4135	Bastu	Shali	26.06 Dec	1,43,85,120/-	Width of Approach Road: 50 Ft., Adjacent to Metal Road,
1.3	LR-972 (RS :-)	LR-4135	Bastu	Shali	12 Dec	66,24,000/-	Width of Approach Road: 50 Ft., Adjacent to Metal Road,
L4	LR-973 (RS :-)	LR-4135	Bastu	Shall	84.49 Dec	4,66,38,480/-	Width of Approach Road: 50 Ft., Adjacent to Metal Road,
1.5	LR-974 (RS ;-)	LR-3919	Bastu	Shali	4.28 Dec	23,62,560/-	Width of Approach Road: 50 Ft., Adjacent to Metal Road,
1.6	LR-976 (RS)	LR-3919	Bastu	Shali	18 Dec	99,36,000/-	Width of Approach Road: 50 Ft., Adjacent to Metal Road,
L7	LR-968 (RS :-)	LR-3919	Bastu	Shali	2 Dec	11,04,000/-	Width of Approach Road: 50 Ft., Adjacent to Metal Road,



L8	LR-879 (RS :-)	LR-3919	Bastu	Shali	28.88 Dec	r-mn	2,12,09,472/-	Width of Approach Road: 50 Ft., Adjacent to Metal Road,
L9	LR-968 (RS :-)	LR-4135	Bastu	Shali	2 Dec		11,04,000/-	Width of Approach Road: 50 Ft., Adjacent to Metal Road,
L10	LR-976 (RS :-)	LR-4135	Bastu	Shali	10.214 Dec		56,38,128/-	Width of Approach Road: 50 Ft., Adjacent to Metal Road,
		TOTAL :			218.514Dec	0 /-	1314,67,056 /-	
	Grand	Total:			218.514Dec	0 /-	1314,67,056 /-	

Structure Details:

Sch	Structure	Area of	Setforth	Market value	Other Details
No	Details	Structure	Value (In Rs.)	(In Rs.)	
S1	On Land L6, L10	5000 Sq Ft.	0/-	37,50,000/-	Structure Type: Structure

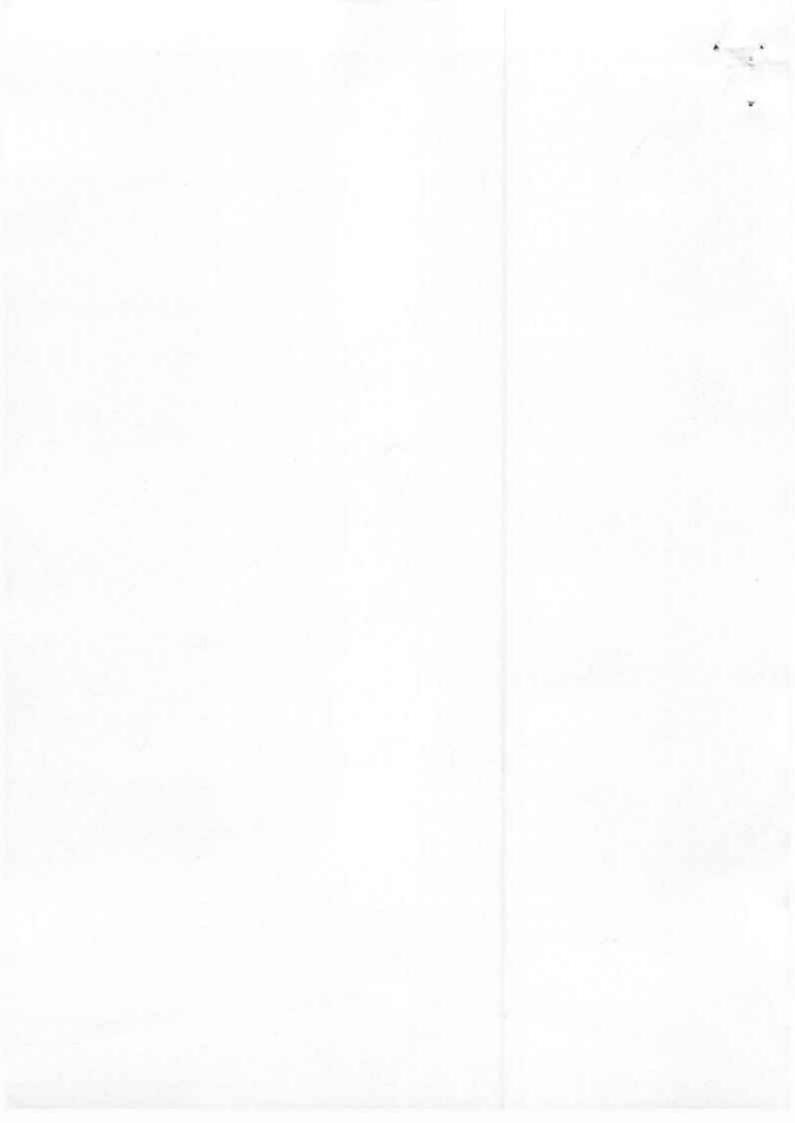
Gr. Floor, Area of floor: 2500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type; Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor: 2500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Total:	5000 sq ft	0 /-	37,50,000 /-	

Land Lord Details:

SI No	Name,Address,Photo,Finger print and Signature				
1	Name	Photo	Finger Print	Signature	
	Mr SAMBIT BASU Son of Late Sabyasachi Basu Executed by: Self, Date of Execution: 06/11/2024 , Admitted by: Self, Date of Admission: 06/11/2024 ,Place : Office		Captured	(Republing	
		06/11/7024	LTI 06/11/2024	06/11/2024	
	Samannoy Park, City:-, P.O:- Joteshibrampur, P.S:-Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN:- 700141 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX6, PAN No.:: ANxxxxxx2Q, Aadhaar No: 40xxxxxxxx7498, Status:Individual, Executed by: Self, Date of Execution: 06/11/2024, Place: Office				



2 Name Mr AMIT GHOSH Son of Mr Tapan Ghosh

Executed by: Self, Date of Execution: 06/11/2024 , Admitted by: Self, Date of Admission: 06/11/2024 ,Place : Office 06/11/2024

Admitted by: Self, Date of Admission: 06/11/2024 ,Place: Office

Photo

Captured

LTI
06/11/2024

Finger Print

and and

Signature

Khuriberia, City:- Not Specified, P.O:- Bishnupur, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 743503 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX9, PAN No.:: AHxxxxxx2P, Aadhaar No: 98xxxxxxxx7819, Status:Individual, Executed by: Self, Date of Execution: 06/11/2024

Developer Details:

SI Name, Address, Photo, Finger print and Signature

DJSS REALTY PRIVATE LIMITED 2. Rowfand Road, City:-, P.O:- Lala Lajpat Rai Sarani, P.S:-Builygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 Date of incorporation:XX-XX-2XX1, PAN No.:: AAxxxxxx0H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

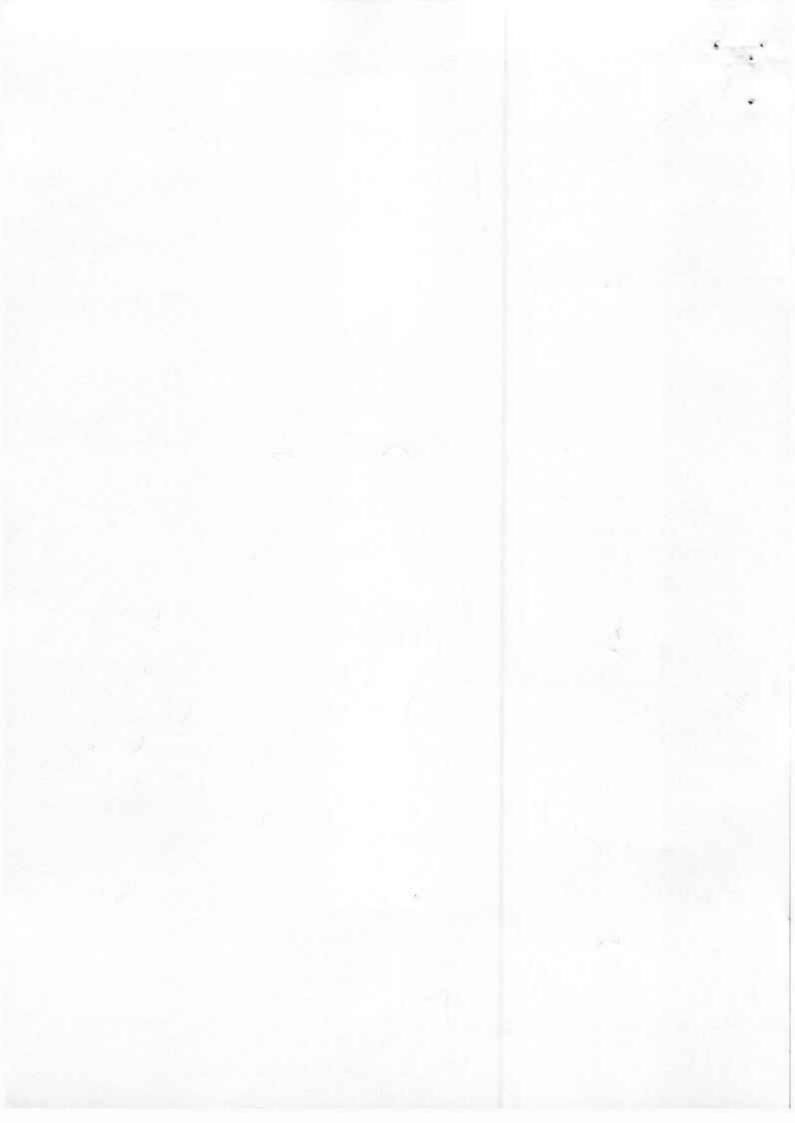
Representative Details:

SI No	Name, Address, Photo, Finger print and Signature				
1	Name	Photo	Finger Print	Signature	
	Mr SANJIV KUMAR DABRIWAL (Presentant) Son of Mr Dwarka Prasad Dabriwal Date of Execution + 06/11/2024, Admission: 06/11/2024, Place of Admission of Execution: Office		Captured		
	Manufason control Manufason V Services	Nov 6 2824 3:55PM	LT/ 96/11/2924	06/11/2024	

 Rowland Road, City:- Not Specified, P.O:- Lala Lajpat Rai Sarani, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX3, PAN No.:: ADXXXXXX0M, Aadhaar No: 32xxxxxxxx9057 Status: Representative, Representative of: DJSS REALTY PRIVATE LIMITED (as Authorized Signatory)

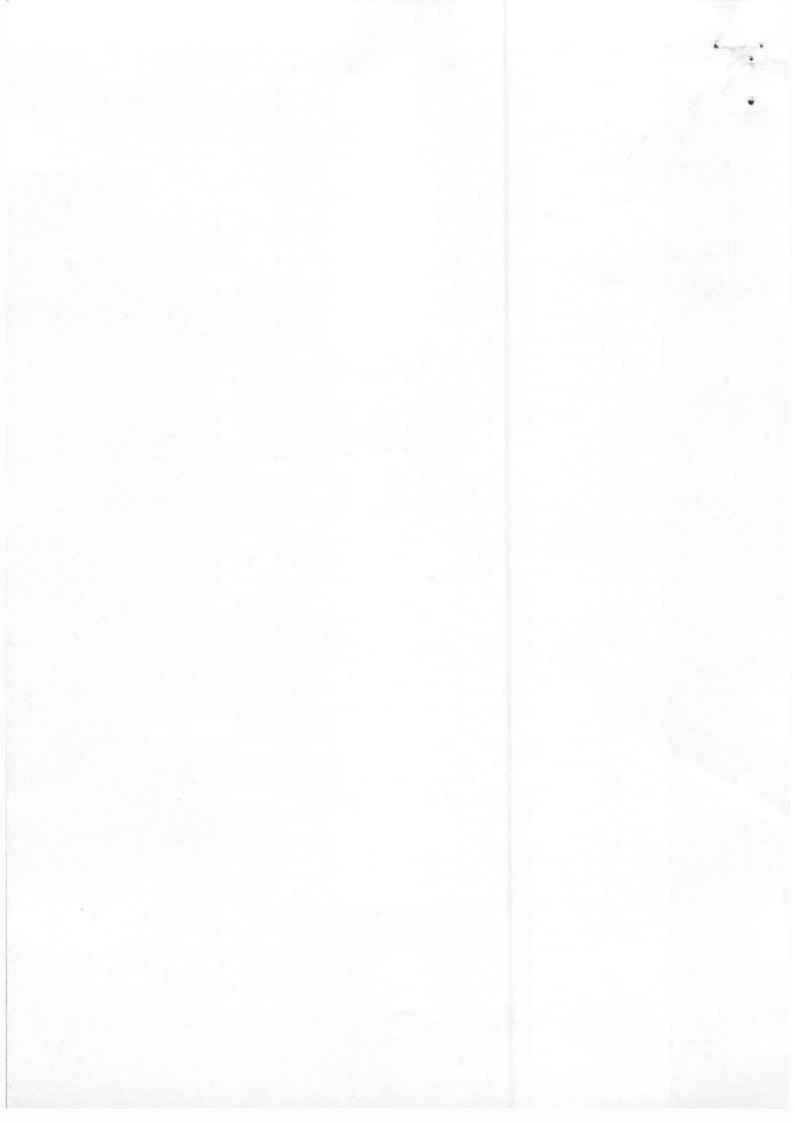
Identifier Details:

Name	Photo	Finger Print	Signature
Mr Pradip Kumar Singh Son of Mr B N Singh C/o, S K Lath And Co, 6A, K S Roy Road, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001		Captured	e.u. ra
	06/11/2024	06/11/2024	06/11/2024



Identifier Of Mr SAMBIT BASU, Mr AMIT GHOSH, Mr SANJIV KUMAR DABRIWAL

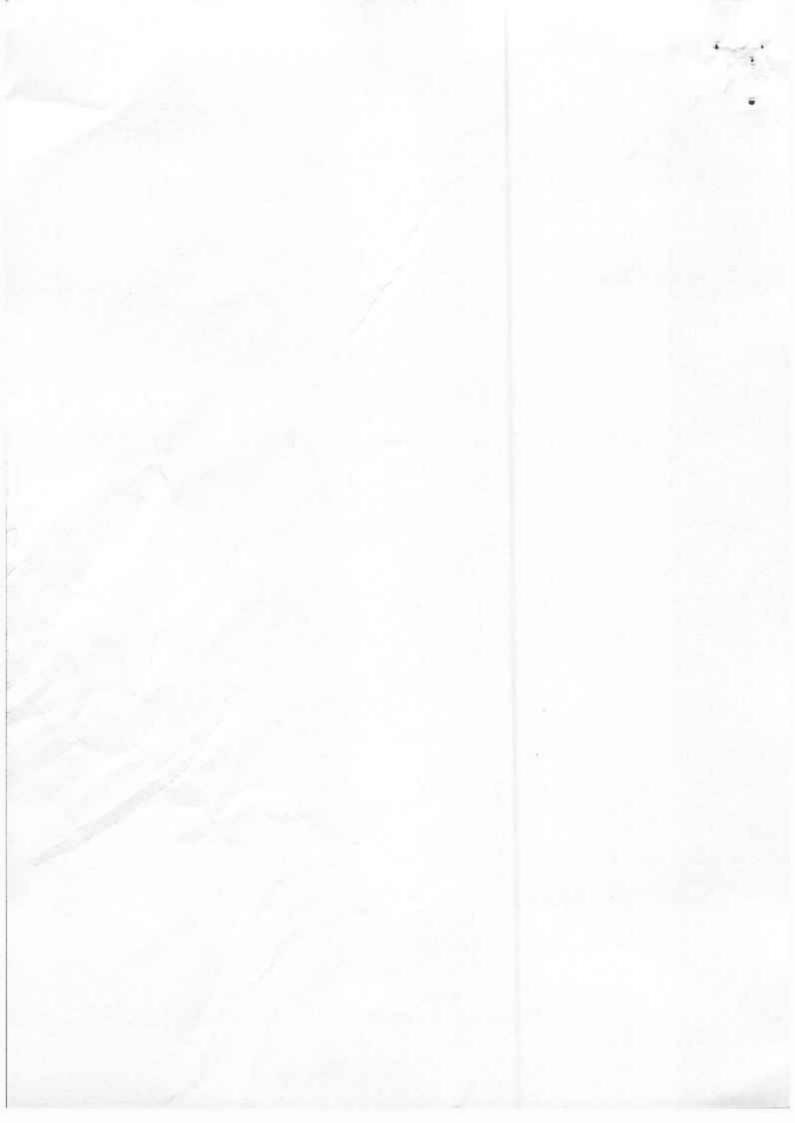
Transi	fer of property for L1		
SI.No	From	To. with area (Name-Area)	
1	Mr SAMBIT BASU	DJSS REALTY PRIVATE LIMITED-30:59 Dec	
Trans	fer of property for L1	0	
SI.No	From	To. with area (Name-Area)	
1	Mr SAMBIT BASU	DJSS REALTY PRIVATE LIMITED-10.214 Dec	
Trans	fer of property for L2		
SI.No	From	To. with area (Name-Area)	
1	Mr SAMBIT BASU	DJSS REALTY PRIVATE LIMITED-26.06 Dec	
Trans	fer of property for L3		
SI.No	From	To. with area (Name-Area)	
1	Mr SAMBIT BASU	DJSS REALTY PRIVATE LIMITED-12 Dec	
Trans	fer of property for L4		
SI.No	From	To. with area (Name-Area)	
1	Mr SAMBIT BASU	DJSS REALTY PRIVATE LIMITED-84.49 Dec	
Trans	fer of property for L5		
SI.No	From	To. with area (Name-Area)	
1	Mr AMIT GHOSH	DJSS REALTY PRIVATE LIMITED-4.28 Dec	
Trans	fer of property for L6		
SI.No	From	To, with area (Name-Area)	
1	Mr AMIT GHOSH	DJSS REALTY PRIVATE LIMITED-18 Dec	
Trans	fer of property for L7		
SI.No	From	To. with area (Name-Area)	
1	Mr AMIT GHOSH	DJSS REALTY PRIVATE LIMITED-2 Dec	
Trans	fer of property for L8		
SI.No	From	To. with area (Name-Area)	
1	Mr AMIT GHOSH	DJSS REALTY PRIVATE LIMITED-28.88 Dec	
Trans	fer of property for LS		
SI.No	From	To. with area (Name-Area)	
1	Mr SAMBIT BASU	DJSS REALTY PRIVATE LIMITED-2 Dec	
Trans	fer of property for S'		
SI.No	From	To. with area (Name-Area)	
1	Mr SAMBIT BASU	DJSS REALTY PRIVATE LIMITED-2500.00000000 Sq Ft	
2	Mr AMIT GHOSH	DJSS REALTY PRIVATE LIMITED-2500.00000000 Sq Ft	



Land Details as per Land Record

District: South 24-Parganas, P.S.- Kolkata Leather Camp, Gram Panchayat: BENTTATA-II, Mouza: Hatisala, Jl No: 9, Pin Code: 700135

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
LI	LR Plot No:- 879, LR Khatian No:- 4135	Owner:খড়িত বৰু Gurdian:সৰ্গ্ৰাট কছু Address:স্থা কিজ , Classification:বাড়, Area:0.34000000 Acre,	Mr SAMBIT BASU
L2	LR Plot No 971, LR Khatien No:- 4135	Owner:पश्चिम वर्षु, Gurdian:प्रवासी वर्षु, Address:सः स्थि , Classification:पन्धि, Area:0.29000000 Acre,	Mr SAMBIT BASU
L3	LR Plot No:- 972, LR Khatian No:- 4135	Owner:দাৰিত খনু, Gurdian:দানানি কারু, Address:দাঃ দিল , Classification:দানি, Area:0.12000000 Acre,	Mr SAMBIT BASU
L4	LR Plot No:- 973, LR Khatian No:- 4135	Owner:शक्ति वर्ग, Gurdian:श्वामाहि वर्ग, Address:साः विक्ष , Classification:सनि, Area:0.84000000 Acre,	Mr SAMBIT BASU
L5	LR Plot No:- 974, LR Khatian No:- 3919	Owner:জনিত ধেন, Gurdian:জন , Address:নিজ , Classification:পানি, Area:0.04000000 Acre,	Mr AMIT GHOSH
L6	LR Plot No:- 976, LR Khatian No:- 3919	Owner:জমিত থেক, Gurdian:জ্বন , Address:মিজ , Classification:শাদি, Area:0.18000000 Acre,	Mr AMIT GHOSH
L7	LR Plot No:- 968, LR Khatlan No:- 3919	Owner:अधिक लाम, Gurdian:क्यन . Address:बिक . Classification:पानि, Area:0.02000000 Acre,	Mr AMIT GHOSH
L8	LR Plot No:- 879, LR Khatian No:- 3919	Owner:জমিত কাদ, Gurdian:ভদ্দ , Address:দিক , Classification:লাড, Area:0:30000000 Acre,	Mr AMIT GHOSH
L9	LR Plot No:- 968, LR Khatian No:- 4135	Owner:শবিজ বন্ধু Gurdian:শব্দাটি বসু Address:লাম নিজ , Classification:শলি, Area:0.02000000 Acre,	Mr SAMBIT BASU
L10	LR Plot No:- 976, LR Khatian No:- 4135	Ownerজবিত বন্ধু Gurdian স্বাস্থার বন্ধু Address সাম দিক , Classification সদি, Area:0.16000000 Acre,	Mr SAMBIT BASU



Endorsement For Deed Number: 1 - 160214786 / 2024

On 06-11-2024

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 14:20 hrs on 06-11-2024, at the Office of the D.S.R. -I I SOUTH 24-PARGANAS by Mr SANJIV KUMAR DABRIWAL

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 13.52.17.056/-

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

Execution is admitted on 06/11/2024 by 1. Mr SAMBIT BASU. Son of Late Sabyasachi Basu, Samannoy Park, P.O.: Joteshibrampur, Thana: Maheshtala, . South 24-Parganas, WEST BENGAL, India, PIN - 700141, by caste Hindu, by Profession Business, 2. Mr AMIT GHOSH, Son of Mr Tapan Ghosh, Khuriberia, P.O.: Bishnupur, Thana: Bishnupur, . South 24-Parganas, WEST BENGAL, India, PIN - 743503, by caste Hindu, by Profession Business

Indetified by Mr Pradip Kumar Singh, . . Son of Mr B N Singh, C/o, S K Lath And Co, 6A, K S Roy Road, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

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

Execution is admitted on 06-11-2024 by Mr SANJIV KUMAR DABRIWAL, Authorized Signatory, DJSS REALTY PRIVATE LIMITED (Private Limited Company), 2, Rowland Road, City:-, P.O:- Lala Lajpat Rai Sarani, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700020

Indetified by Mr Pradip Kumar Singh, . . , Son of Mr B N Singh, C/o, S K Lath And Co, 8A, K S Roy Road, P.O: GPO, Thana: Hare Street, . City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 50,053.00/- (B = Rs 50,000.00/-,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 50,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/11/2024 3:50PM with Govt. Ref. No. 192024250264999158 on 05-11-2024, Amount Rs: 50,021/-, Bank: SBI EPay (SBIePay), Ref. No. 0189205522633 on 05-11-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

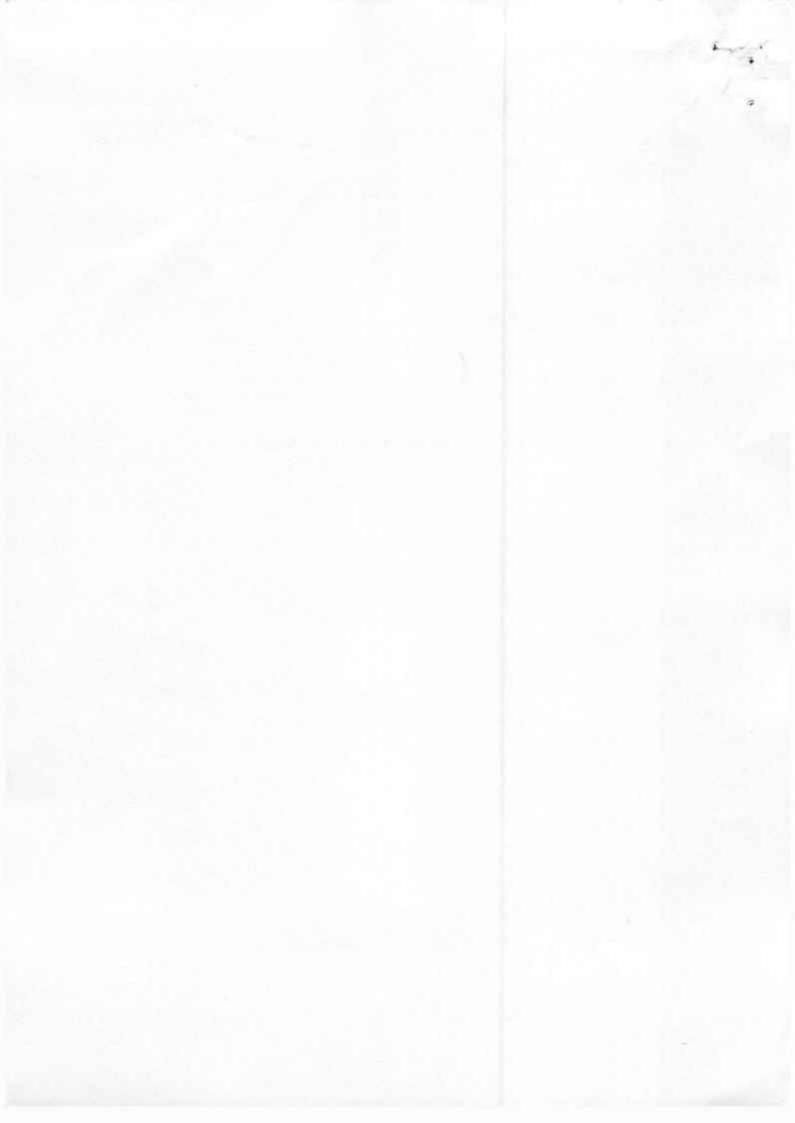
Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 50.00/-, by online = Rs 74,971/Description of Stamp

 Stamp: Type: Impressed, Serial no 335028, Amount: Rs.50.00/-, Date of Purchase: 05/11/2024, Vendor name: Shanowai Mondal

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/11/2024 3:50PM with Govt. Ref. No: 192024250264999158 on 05-11-2024, Amount Rs. 74,971/-, Bank. SBI EPay (SBIePay), Ref. No. 0189205522633 on 05-11-2024, Head of Account 0030-02-103-003-02

(for

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





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2024, Page from 499019 to 499072

being No 160214786 for the year 2024.



disorth

Digitally signed by Dilip Kumar Mondal Date: 2024.11.19 15:17:13 +05:30 Reason: Digital Signing of Deed.

(Dilip Kumar Mondal) 19/11/2024
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS
West Bengal.