

7588/2024

7498/2024

भारतीय गैर न्यायिक



पचास
रुपये
रु.50

FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

A.R.A.
IV

AK 156309

2/1273232 km
22/5
15-27
368.02 dm
78983204/-

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

Additional Registrar of
Assurances-IV, Kolkata

22 MAY 2024

Additional Registrar of
Assurances-IV, Kolkata **DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT made on this 22 day of
May Two Thousand and Twenty Four (2024)

-BETWEEN-

ক্রমিক নং 806 স্ম 50-11

তারিখ 16 MAY 2024

স্বাক্ষর S. Kishore Kumar Adv.

স্বাক্ষর H. C. Seal

থানা জেলা-পূর্ব মেদিনীপুর

VENDOR- SOURAV SAHOO

সেতা-ভূপতিনগর এ. ডি. এস. আর. অফিস ও
রাধাপুর (লালবাজার), মাধবপুর

Licence No.-01/2016. No. - Madhupur

STAMP VENDOR- সত্যজিৎ

Handwritten signature and scribbles



to certify the genuineness of the documents
and to certify the genuineness of the documents
submitted in support of the applications

to certify the genuineness of the documents
submitted in support of the applications

16 MAY 2024



ADDL REGISTRAR
LAND REVENUE & RECORDS, HOICKATA
22 MAY 2024

to certify the genuineness of the documents
submitted in support of the applications

(1) **KAY VEE PROJECTS LLP (PAN: AAZFK7496D)**, LLPIN-ABZ-4327, **(formerly known as KAY VEE PROJECTS PRIVATE LIMITED)** a Limited Liability Partnership Firm form and incorporated under The Limited Liability Partnership Act, 2008 having its registered office at 52/1 Shakespeare Sarani, Unimark Asian, 14th Floor, Post Office: Circus Avenue, Police Station: Beniapur, Kolkata- 700017, duly represented by its authorised signatory **Mr. Kumar Vardhan Patodia** son of Mr. Harsh Vardhan Patodia by faith- Hindu, by Nationality- Indian, having **Aadhaar No.3808 6477 5966** and having **PAN:AIAPP6108J** working for gain at 52/1 Shakespeare Sarani, Unimark Asian, 14th Floor, Post Office: Circus Avenue, Police Station: Beniapur, Kolkata- 700017 ;

(2) **TARLI PROPERTIES LLP (PAN: AATFT9317N)**, LLPIN-ABZ-4122, **(formerly known as TARLI PROPERTIES PRIVATE LIMITED)** a Limited Liability Partnership Firm form and incorporated under The Limited Liability Partnership Act, 2008 having its registered office at 52/1 Shakespeare Sarani, Unimark Asian, 14th Floor, Post Office: Circus Avenue, Police Station: Beniapur, Kolkata- 700017, duly represented by its authorised signatory **Mr. Kumar Vardhan Patodia** son of Mr. Harsh Vardhan Patodia by faith- Hindu, by Nationality- Indian, having **Aadhaar No.3808 6477 5966** and having **PAN:AIAPP6108J** working for gain at 52/1 Shakespeare Sarani, Unimark Asian, 14th Floor, Post Office: Circus Avenue, Police Station: Beniapur, Kolkata- 700017 ;

(3) **TARLI ENCLAVE LLP (PAN: AATFT9326M)**, LLPIN-ABZ-4326, **(formerly known as TARLI ENCLAVE PRIVATE LIMITED)** a Limited Liability Partnership Firm form and incorporated under The Limited Liability Partnership Act, 2008 having its registered office at 52/1 Shakespeare Sarani, Unimark Asian, 14th Floor, Post Office: Circus Avenue, Police



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Station: Beniapukur, Kolkata- 700017, duly represented by its authorised signatory **Mr. Kumar Vardhan Patodia** son of Mr. Harsh Vardhan Patodia by faith- Hindu, by Nationality- Indian, having **Aadhaar No.3808 6477 5966** and having **PAN:AIAPP6108J** working for gain at 52/1 Shakespeare Sarani, Unimark Asian, 14th Floor, Post Office: Circus Avenue, Police Station: Beniapukur, Kolkata- 700017 ;

(4) PRASANA COMPLEX LLP (PAN: ABCFP9048A), LLPIN-ABZ-3974, **(formerly known as PRASANA COMPLEX PRIVATE LIMITED)** a Limited Liability Partnership Firm form and incorporated under The Limited Liability Partnership Act, 2008 having its registered office at 52/1 Shakespeare Sarani, Unimark Asian, 14th Floor, Post Office: Circus Avenue, Police Station: Beniapukur, Kolkata- 700017, duly represented by its authorised signatory **Mr. Kumar Vardhan Patodia** son of Mr. Harsh Vardhan Patodia by faith- Hindu, by Nationality- Indian, having **Aadhaar No.3808 6477 5966** and having **PAN:AIAPP6108J** working for gain at 52/1 Shakespeare Sarani, Unimark Asian, 14th Floor, Post Office: Circus Avenue, Police Station: Beniapukur, Kolkata- 700017 ;

(5) SAMBHA COMPLEX LLP (PAN: AEWFS5489K), LLPIN-ABZ-4325, **(formerly known as SAMBHA COMPLEX PRIVATE LIMITED)** a Limited Liability Partnership Firm form and incorporated under The Limited Liability Partnership Act, 2008 having its registered office at 52/1 Shakespeare Sarani, Unimark Asian, 14th Floor, Post Office: Circus Avenue, Police Station: Beniapukur, Kolkata- 700017, duly represented by its authorised signatory **Mr. Kumar Vardhan Patodia** son of Mr. Harsh Vardhan Patodia by faith- Hindu, by Nationality- Indian, having **Aadhaar No.3808 6477 5966** and having **PAN:AIAPP6108J** working for gain at 52/1 Shakespeare Sarani, Unimark Asian, 14th Floor, Post Office: Circus Avenue, Police Station: Beniapukur, Kolkata- 700017 ;



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(6) **PRASANA ENCLAVE LLP (PAN: ABCFP9361L)**, LLPIN-ABZ-4640, **(formerly known as PRASANA ENCLAVE PRIVATE LIMITED)** a Limited Liability Partnership Firm form and incorporated under The Limited Liability Partnership Act, 2008 having its registered office at 52/1 Shakespeare Sarani, Unimark Asian, 14th Floor, Post Office: Circus Avenue, Police Station: Beniapukur, Kolkata- 700017, duly represented by its authorised signatory **Mr. Kumar Vardhan Patodia** son of Mr. Harsh Vardhan Patodia by faith- Hindu, by Nationality- Indian, having **Aadhaar No.3808 6477 5966** and having **PAN:AIAPP6108J** working for gain at 52/1 Shakespeare Sarani, Unimark Asian, 14th Floor, Post Office: Circus Avenue, Police Station: Beniapukur, Kolkata- 700017 ;

(7) **PRASANA PLAZA LLP (PAN: ABCFP8155C)**, LLPIN-ABZ-1542, **(formerly known as PRASANA PLAZA PRIVATE LIMITED)** a Limited Liability Partnership Firm form and incorporated under The Limited Liability Partnership Act, 2008 having its registered office at 52/1 Shakespeare Sarani, Unimark Asian, 14th Floor, Post Office: Circus Avenue, Police Station: Beniapukur, Kolkata- 700017, duly represented by its authorised signatory **Mr. Kumar Vardhan Patodia** son of Mr. Harsh Vardhan Patodia by faith- Hindu, by Nationality- Indian, having **Aadhaar No.3808 6477 5966** and having **PAN:AIAPP6108J** working for gain at 52/1 Shakespeare Sarani, Unimark Asian, 14th Floor, Post Office: Circus Avenue, Police Station: Beniapukur, Kolkata- 700017 ; hereinafter collectively called as the "**OWNERS**", (which term or expression shall unless excluded by or repugnant to the subject or context mean and include its successors-in-interest and permitted assigns), of the **ONE PART**

-AND-



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Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



220520242005556871

GRIPS Payment Detail

GRIPS Payment ID:	220520242005556871	Payment Init. Date:	22/05/2024 12:38:07
Total Amount:	125042	No of GRN:	1
Bank Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	9248104489739	BRN Date:	22/05/2024 12:38:48
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Ms RICHMOND RAWALWASIA DEVELOPERS LLP
 PAN: 9830032120

Payment (GRN) Details

GRN	Department	Amount (₹)
192024250055568728	Directorate of Registration & Stamp Revenue	125042
Total		125042

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

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

PAID



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



192024250055568728

GRN Details

GRN: 192024250055568728 Payment Mode: SBI Epay
GRN Date: 22/05/2024 12:38:07 Bank/Gateway: SBIPay Payment Gateway
BRN: 9248104489739 BRN Date: 22/05/2024 12:38:48
Gateway Ref ID: 0844099589 Method: ICICI Bank - Corporate NB
GRIPS Payment ID: 220520242005556871 Payment Init. Date: 22/05/2024 12:38:07
Payment Status: Successful Payment Ref. No: 2001273232/6/2024
(Query No*/Query Year)

Depositor Details

Depositor's Name: Ms RICHMOND RAWALWASIA DEVELOPERS LLP
Address: 86A TOPSIA ROAD SOUTH KOLKATA 700046
Mobile: 9830032120
Period From (dd/mm/yyyy): 22/05/2024
Period To (dd/mm/yyyy): 22/05/2024
Payment Ref ID: 2001273232/6/2024
Dept Ref ID/DRN: 2001273232/6/2024

Payment Details

No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001273232/6/2024	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2001273232/6/2024	Property Registration- Registration Fees	0030-03-104-001-16	50021
			Total	125042

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

PAID

RICHMOND RAWALWASIA DEVELOPERS LLP, (having **PAN:AAXFR8824N**) a Limited Liability Partnership Firm form and incorporated under The Limited Liability Partnership Act, 2008 having its registered office at 86A, Topsia Road South, 9th Floor, Topsia, Kolakata-700046 and duly represented by its Designated Partner **Mr. PRADEEP KUMAR AGARWAL**, son of Devraj Agarwal, by faith- Hindu, by occupation Business, by nationality- Indian, having **Aadhaar No.5442 9052 7930** having **PAN: ACSPA5048G** residing at Flat-4A, Maruti Sadan, 12 Dover Park, Ballygunge Circular Road, Kolkata-700019, hereinafter called and referred to as the "**DEVELOPER**" (which expression shall unless repugnant to the context or meaning thereof shall include its successors-in-interest and/or permitted assigns of the **OTHER PART**).

WHEREAS:

- A. The Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to as the sole and absolute Owners of **ALL THAT** pieces and parcels of land measuring **368.02 decimal**, more or less, at Mouza Domjur, Police Station: Domjur, within the limits of Domjur Gram Panchayat, A.D.S.R. Domjur, District Howrah, West Bengal, fully described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as "the **Said Property**").
- B. The Ownership of the Owners in respect of the Said Property is mentioned in the "**Devolution of Title**", morefully described in the **FOURTH SCHEDULE** hereunder. The names of the Owners are mutated in the records of B.L. & L.R.O. save and except a portion thereof.



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C. Prior to entering into this Agreement, the Developer has satisfied itself, on the basis of independent enquiries and due diligence exercise and professional advice it has received, as to the following:

1. That the facts as hereinbefore recited are all true and correct.
2. That title of the Owners to the Said Property is clear and the Owners have a good and marketable title to the same free from all encumbrances.
3. That the Said Property is free from all encumbrances, charges, liens, lispendens, attachments, trusts, debutters, leases, occupancy rights, thika tenancies, alignments, acquisitions, requisitions, and liabilities whatsoever or howsoever.
4. That the portion of the Said Property under the alignment for the acquisition of the 'Right of User' under the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962. The Developer has acquitted itself with regard to the application of the said Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 and the "Terms of Settlement" incorporated in the minutes of the meeting held on 16-6-2016 between inter alia the Owners herein and the Indian Oil Corporation Ltd. and also the order dated 7-7-2017 passed by the Hon'ble High Court disposing of the W. P. No. 33199(W) of 2014.
5. The Developer has satisfied itself and doth hereby acknowledge that the common road abutting to various parts



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and parcels of the Said Property shall be meant for common easement to and from the Said Property along with the other land parcels.

- D. The Developer has approached the Owners to grant a license on as-is-where-is basis to carry out development of the Said Property and to incur all costs, charges and expenses for undertaking development / construction of the New Building(s) at the Said Property on revenue sharing basis and for the consideration and on the terms and conditions hereinafter contained.

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

- I. In this Agreement unless there be something contrary or repugnant to the subject or context the following expressions shall have the meanings assigned to them as hereinbelow mentioned:
- a. **SAID PROPERTY** shall mean **ALL THAT** piece and parcel of land measuring **368.02 decimal**, more or less, at Mouza Domjur, Police Station: Domjur, within the limits of Domjur Gram Panchayat, A.D.S.R. Domjur, District Howrah, fully described in the **FIRST SCHEDULE** hereunder written **TOGETHERWITH** right to use 30 feet wide common road abutting to the main road.
 - b. **COMMON ROAD** shall mean the 30-feet wide common road connecting to the main road and abutting to various parts and parcels of the Said Property along with other lands.

- c. **APPLICABLE LAW** 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 directive 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 and shall include change in Laws; and shall include The Real Estate (Regulation and Development) Act 2016 and the Rules Framed thereunder;
- d. **ARCHITECT** shall mean such Architect who may be from time to time, appointed by the Developer with the approval of the Owners for designing and planning of the New Building or Buildings at the Said Property.
- e. **BUILT-UP AREA** in respect of any Unit shall mean the plinth area of such Unit and include, inter alia, the area of the balconies (if any) attached thereto, the thickness of the external and internal walls thereof and the columns therein, as may be certified by the Architect **PROVIDED THAT** if any walls or column be common between two Units then only one-half of the area under such walls or column shall be included in each such Unit.
- f. **CARPET AREA** in respect of any Unit shall mean the net usable floor area of a Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit, as may be certified by the Architect.



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- g. **COMMON AREAS AND FACILITIES** shall mean the areas installations and facilities in the New Building(s) and the Said Property and expressed or intended by the Developer for common use and enjoyment by the Owners of units in the New Building(s), particularly described in the **SECOND SCHEDULE** below.
- h. **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the New Building(s) and the Said Property and in particular the Common Areas and Facilities and all other common installations and other common purposes and for rendition of services in common to the Purchaser/s / holders of units therein.
- i. **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeeping and administering the New Building(s) and the Said Property and in particular the Common Areas and Facilities, common installations, rendition of services in common to the Purchaser/s / holders of units in the New Building(s), collection and disbursement of the common expenses and dealing with all matters of common interest of the Purchaser/s / holders of units in the New Building(s).
- j. **OWNERS' REVENUE SHARE** or **OWNERS' SHARE** as follows:-
i) when the average base price/rate of the saleable space in the project is Rs.3,500/- per sq.ft. the Owner's share shall



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mean ALL THAT the 20% (twenty per cent) of the Gross Revenue realized from the Project.

ii) when the average base price/rate of the saleable space in the project varies between Rs.3,501/- To Rs.4500/- per sq.ft. the Owner's share shall mean the owner's share as defined in defined in point no.3(a)(i) above togetherwith 28.50% of the gross revenue realized from the project on the increment in value in price over and above Rs.3500/- but less than Rs.4500/- per sq.ft.

iii) when the average base price/rate of the saleable space in the project is Rs.4501 and above per sq.ft. the Owner's share shall mean the owner's share as defined in defined in point no.3(a)(ii) above togetherwith 30% of the gross revenue realized from the project on the increment in value in price over and above Rs.4501/- per sq.ft.

k. DEVELOPER'S SHARE or DEVELOPER'S REVENUE SHARE as follows:- **ALL THAT** balance revenue remaining after distributing the Owners' share of revenue.

l. **GROSS REVENUE** shall mean and include all amounts realized by the Developer on any head or account arising out of or relating to the Project whether or not from Intending Purchaser/s for sale of Units at the Said Property with or without car parking spaces and all other realizations from or arising out of or relating to the Said Property or project or in any manner attributable thereto including floor escalation charges, PLC, parking, nomination charges, cancellation charges, extra charges and deposits, etc., remaining after



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deduction of the following items only from such amounts collected, i.e.

- i. G.S.T. or Any Indirect Tax for sale of the Unit;
 - ii. Electricity, Transformer charges, Generator, Club Charges, Legal charges, and any other charges (all collectively aggregating upto a maximum of **Rs.150/-** (Rupees One Hundred and Fifty) per Sq. Ft. and actual cost of formation of maintenance agency, other security deposits received from Intending Purchaser/s and not forming part of the consideration for sale, transfer of Units or other spaces rights or benefits
- m. **INTENDING PURCHASER** means any person owning or acquiring the right to occupy and own any Unit.
- n. **LEGAL CONSULTANT OR ADVOCATE:** shall mean Manna & Company, Advocates of Hastings Chambers Ground Floor, Room No. U, 7C, Kiran Sankar Roy Road, Kolkata-700001
- o. **NEW BUILDING(S)** shall mean and include one or more multi storied building or buildings, and other constructed areas constructed from time to time in accordance with the plan / plans as shall be sanctioned by the appropriate / concerned authorities and which are to be constructed by the Developer at the Said Property.
- p. **PARKING SPACES** shall mean the spaces in the basement, ground floor or any other floor of the New Building(s) and also at the open areas at the Said Property delineated by the



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Developer indicating a right to park motor cars and two wheelers therein or thereat as sanctioned by the competent authority.

- q. **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.
- r. **PLAN** shall mean the plans drawings and specifications of the New Building(s) as be caused to be prepared by the Developer from the Architect and sanctioned by the appropriate / concerned authorities and shall include modifications and/or additions and/or alterations thereto as may be necessary and/or required from time to time.
- s. **PROJECT** shall mean the development and construction of a real estate project on the Said Property.
- t. **REFUNDABLE SECURITY DEPOSIT** shall mean the amounts to be deposited by the Developer with the Owners, interest free, for the purposes as hereinafter stated, to be ultimately refundable to the Developer in terms of this Agreement.
- ii. **REVENUE COLLECTION ACCOUNT or ESCROW ACCOUNT** for the purpose of this Agreement means the account opened with a mutually acceptable Bank for the purpose of collection of all revenues and receipts relating to the Project including the Gross Revenues and all other incomes or collections or deposits including items which are excluded



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from the meaning of the term Gross Revenues. It is clarified that such account shall be an escrow account jointly controlled by the Owners and Developer with instructions to the escrow bank to transfer the Owners' Revenue Share to the bank account designated by the Owners, immediately upon receipt of funds from the Intending Purchaser and Developer's share to the Bank Account designated by the Developers.

- v. **SPECIFICATIONS** shall mean the general specifications and/or materials to be used for construction erection and completion of the New Building(s) as more fully and particularly described in the **THIRD SCHEDULE** hereunder written.

- w. **SUPER BUILT UP AREA** of a Unit shall mean the Built-Up Area of such Unit and the proportionate undivided share of the common areas attributable to such Unit as certified by the Architect.

- x. **TAXES** means all taxes, assessments, duties, levies and charges, including ad valorem taxes on real property, GST, personal property taxes and business and occupation taxes, imposed by any governmental / statutory authority in connection with the development of Said Property and collection/allocation of revenues/spaces.

- y. **UNITS/SPACES** shall mean all saleable spaces/ constructed areas in the New Building(s), or any other space, capable of being independently and exclusively held used occupied and



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enjoyed by any person and shall include open terraces, if any attached to any unit/s.

- z. **TRANSFER OF UNITS** means sale and transfer of Units or Spaces together with undivided proportionate share of land attributable thereto to the Intending Purchaser(s) in terms of section 54 of the Transfer of Property Act by way of deed of sale upon receipt of the agreed consideration amounts in full from such Intending Purchaser(s).

2. INTERPRETATIONS: In this Agreement (save to the extent that the context otherwise so requires);

- a) 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.
- b) 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.
- c) A reference to a statutory provision shall include a reference to any modification or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.



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- d) Any reference to this Agreement or any of the provisions thereof shall include all amendments and modification made to this Agreement in writing from time to time.
- e) The **Schedules** to this Agreement shall have effect and be construed as an integral part of this Agreement.
- f) Words importing **singular** shall include **plural** and vice versa.
- g) Words importing **masculine** gender shall include **feminine** and **neuter** genders and likewise words importing feminine gender shall include masculine and neuter genders **And** similarly words importing neuter gender shall include masculine and feminine genders.

3. **OWNERS' REVENUE SHARE** or **OWNERS' SHARE** as follows:-

- a. **OWNERS' REVENUE SHARE** or **OWNERS' SHARE** shall mean

- i) when the average base price/rate of the saleable space in the project is Rs.3,500/- per sq.ft. the Owner's share shall mean ALL THAT the 20% (twenty per cent) of the Gross Revenue realized from the Project.

- ii) when the average base price/rate of the saleable space in the project varies between Rs.3,501/- To Rs.4500/- per sq.ft. the Owner's share shall mean the owner's share as defined in defined in point no.3(a)(i) above togetherwith 28.50% of the gross revenue realized from the project on the increment



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in value in price over and above Rs.3500/- but less than Rs.4500/- per sq.ft.

iii) when the average base price/rate of the saleable space in the project is Rs.4501 and above per sq.ft. the Owner's share shall mean the owner's share as defined in defined in point no.3(a)(ii) above togetherwith 30% of the gross revenue realized from the project on the increment in value in price over and above Rs.4501/- per sq.ft.

- b. **DEVELOPER'S SHARE or DEVELOPER'S REVENUE SHARE as follows:- ALL THAT** balance revenue remaining after distributing the Owners' share of revenue as stated hereinabove.
- c. In consideration of the terms conditions and covenants herein contained and on the part of Developer to be paid observed and performed for development of the Said Property by constructing and/or developing the Project including the leveling/filling of the land, etc. at its own costs and expenses in accordance with the Plan and payment of Owners' Share in the manner herein mentioned and all other terms, conditions and covenants herein contained, the Owners have agreed to put the Developer, subject to and in terms hereof, in permissive possession of the Said Property as a licensee of the Owners on the terms of this Agreement for development of the Said Property.
- d. In consideration of the grant of the development rights by the Owners to the Developer under the terms of this Agreement, the Owners and the Developer agree that out of



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the Gross Revenue, the Owners shall be entitled to the Owners' Share and the Developer be entitled to the Developer's Share as defined hereinbefore.

- e. The Owners have agreed to the Owners' Revenue share as mentioned hereinabove on the understanding that the Developer will commence the construction of the project within 6-months from the date of signing of this agreement and that the total saleable area in the project will be at least 6,00,000 sq.ft. and minimum G+12 storied building will be constructed by the Developer.
- f. The Owners and the Developer will quarterly reconcile the total receipt in the project and the entitlement of the owners and the Developer in the revenue in terms of this agreement and the amount disbursed to the owners and the Developer. In case of any shortfall or any surplus in the disbursement of the revenue in terms of this agreement then the same shall be paid by the either party within 7-days of the quarter ending.

4. GRANT OF DEVELOPMENT RIGHT

- a. Subject to the Developer not being in breach of the terms hereof, the Owners doth hereby permit and grant permissive possession, license and permission to the Developer to enter upon the Said Property with right and authority to build upon and commercially exploit Said Property by constructing the New Building(s) thereon in accordance with sanctions/permissions herein mentioned. The Owners shall provide the vacant possession of the Said Property to the Developer free from all encumbrances, charges, liens, lispendencies as mutually agreed



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in writing between the two parties. The Developer shall also not be entitled to use the said property for any purpose other than the purpose of construction and sale of the constructed area in terms of this agreement.

- b. The Developer undertakes to develop and shall commence, execute and complete the development of the Said Property in compliance with the terms, covenants and conditions herein contained set forth in this Agreement.
- c. The Developer shall construct the common road and 50% of the actual cost for construction shall be borne by the Owners.
- d. The Developer shall construct the boundary wall surrounding the Said Property and cost for the same (up to Rs. 8 lacs per acre for the land comprised in the Said Property) after completion of construction of the boundary wall shall be realized from the Owners' Revenue Share.
- e. It is agreed that the Developer shall not make any construction over the portion of the Subject Land which is presently under alignment for the acquisition of the 'Right of User' under the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962.
- f. The Developer will be obliged to complete construction of the New Building(s) on the Said Property and obtain Completion Certificate from the appropriate authority within 48 (forty eight) months from the date of Sanction of Plan, which may be extended as per mutual discussion by a grace period of **12 (twelve)** months (hereinafter referred as "**Completion Date**").



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- g. Any claim for Force Majeure shall only be entertained provided the Developer shall have intimated the Owners within 7 days of rise of such event of Force Majeure in this regard in compliance with the terms and conditions contained in clause 19 hereinafter.
- h. The Developer will Built Club facilities inside the project, however the Owners will have Rights to give memberships to the buyers of the project of adjoining properties and the Club Membership charges will be collected and kept with the Owners and Developer will have no claim on the same. Monthly charges if any will be collected by the governing body of the Club facilities as applicable to other flat owners.

5. REFUNDABLE SECURITY DEPOSIT

The Developer undertakes to pay the Owners jointly a sum of **Rs.1,50,00,000/-** (Rupees One Crore Fifty Lakhs only) as interest-free ~~adjustable~~/refundable deposit (hereinafter referred to as the "**Security Deposit**"), out of which **Rs.50,00,000/- (Rupees Fifty Lakhs)** shall be paid by the Developer to the Owners on or before signing of this Agreement, **Rs.50,00,000/- (Rupees Fifty Lakhs)** shall be paid by the Developer to the Owners immediately upon sanction of plan, and the remaining **Rs.50,00,000/- (Rupees Fifty Lakhs)** shall be paid by the Developer to the Owners within 3 (three) months of the sanction of the plan. The Security Deposit shall be adjusted against the entitlement of Owners' share of revenue upon completion of construction of the project.

6. TITLE DEEDS OF THE SAID PROPERTY

The originals of the Title Deeds shall be kept in custody of the Owners; and the Developer shall be entitled to inspect the same



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from time to time for the purpose of obtaining necessary approvals for the project.

BUILDING PERMIT, LICENSES AND PERMISSIONS

- a. The Developer shall submit for sanction the building plan within 3 (three) months of the signing of this Development Agreement and shall at its cost be responsible for obtaining sanction thereof, after approval of the Owners. It is made clear that the Developer shall cause to obtain sanction of the building plan to construct/ develop the Project by utilizing Optimum FAR/FSI as sanctioned by the competent Authority along with any additional FAR permissible. The Developer shall forward the plan permissible to the Owners for its approval and shall incorporate the suggestions of the Owners in the plan prior to submission for sanction.
- b. Any revisions to the sanction plan, from the appropriate authorities shall be prepared and submitted by the Developer and all costs expenses including Architect's fees and other charges and expenses required to be paid or deposited in connection with such revisions shall be borne by the Developer. The Developer shall forward the plan to the Owners prior to submission for revisions. The Developer shall ensure that any such revision shall be in compliance with the rules framed under RERA.
- c. The Owners do hereby authorize and empower the Developer to apply for and obtain temporary and/or permanent connections for water, electricity, drainage, sewerage, power and other inputs utilities and facilities from all State and Central Government authorities and statutory or other body or bodies



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required for construction use and enjoyment of the New Building(s) at the cost of the Developer.

- d. The Developer shall have necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the New Building(s) and obtaining inputs, utilities and facilities therein and the Owners agree to execute such papers and documents and do such other acts deeds and things as be reasonably required by the Developer therefor.
- e. The Developer shall be solely responsible to look after, supervise manage and administer the progress and day to day work of construction of the proposed New Building(s) and shall be liable for all risks, costs and consequences thereof.
- f. The Owners or their agent shall have the right to enter into the Said Property and inspect the quality of the construction and/or materials and ascertain compliance of this Agreement.
- g. The Developer shall be responsible to obtain all permissions, approvals, clearances, consents required for sanction, construction, development and sale of the Project on the Said Property.

8. DEVELOPMENT AND CONSTRUCTION

- a. Once sanction is obtained, the Developer will commence construction expeditiously and not later than 2 (two) months from the date of the sanctioned plan and construct, erect and complete at its own cost, the proposed buildings on the Said Property in accordance with the plan to be sanctioned by the appropriate / concerned authorities, as may be modified from



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time to time, and/or other appropriate authorities concerned within 48 (forty eight) months which may be extended as per mutual discussion by a grace period of **12 (twelve) months**.

- b. The Developer shall construct the New Building(s) in good substantial and workman like manner and use good quality of materials. The general specifications and/or materials to be used for construction, erection and completion of the New Building(s) are more fully and particularly described in the **THIRD SCHEDULE** hereunder written.
- c. All constructions as may be made at the Said Property shall be at the sole risk and responsibility of the Developer and all building materials, plants and machineries, which may be brought or kept at the Said Property, shall remain at the sole risk and responsibility of the Developer. The Developer shall indemnify the Owners against all liabilities losses claims or proceedings whatsoever arising under common law or under any statute in respect of injury or the death of any person or violation of any law, rule, bye-law and/or regulation or arising out of or in course of or caused by the execution of the work envisaged hereunder.
- d. The Developer from the date of this agreement hereby agrees to keep the Owners saved harmless and indemnified against all actions, losses, damages, accidents, mishaps, liabilities, fines, penalties, compensations, costs, charges and expenses, for any such acts, omissions, non-compliances, lapses or violations of any law, bye-law, rules and regulations concerning the development of the Said Property and any accident or mishap arising out of faulty design, construction or workmanship and



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arising as a result of the acts and omissions of the Developer and that in carrying out all of the obligations of the Developer as aforesaid, the Owners will, without any claim or demand, sign and execute all necessary papers and applications as may be required by the Developer and render active cooperation and assistance in getting and keeping valid all such consents and the Owners agree not to do or cause to be done any act or thing which will render invalid or make liable to be rendered invalid any such consents.

- e. The Developer shall abide by all laws, bye-laws rules and regulations of the appropriate Government and local bodies and shall attend to answers and be responsible for any deviation violation and/or breach of any of the said laws bye-laws rules and regulations. The Developer hereby agrees to keep the Owners saved harmless and indemnified against all punitive actions, losses, damages, fines, penalties, costs charges and expenses, (including, but not limited to, reasonable attorneys' fees and all court costs and other expenses of litigation, whether or not taxable under local law) resulting due to omission, non compliance, lapses or violations of any law, bye-law, rules and regulations concerning the development of the Said Property and arising as a result of the acts and omissions of the Developer.
- f. All persons employed by the Developer in connection with the development and the project shall be the Developer's employees or independent contractors, and shall not be the employees or agents of the Owners. The Developer shall be solely responsible for the salaries of its employees and any employee benefits, including, without limitation, wages, insurance and worker's



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compensation benefits. The Developer shall fully comply with all applicable laws and regulations having to do with worker's compensation, hours of labour, wages, working conditions, and other employer employee related subjects including compliance of all labour laws. The Developer hereby agrees to indemnify, defend and hold harmless the Owners for, from and against any cost, loss, damage or expense (including, but not limited to, reasonable attorneys' fees and all court costs and other expenses of litigation, whether or not taxable under local law) arising out of the Developer's policies, procedures, acts or omissions relating to employment matters.

- g. The Developer shall be entitled to construct the building/s in accordance with the sanctioned plan thereof without any hindrance or obstruction from the Owners or any person claiming through or under trust for it.
- h. The Developer shall at its own cost be entitled to make any variation and/or modifications in the said plan and/or specifications and/or construction of the building(s) as may be permitted to be done from time to time by the appropriate / concerned authority or other appropriate authorities or under any statute or under the advice of any Architect without foisting any liability upon the Owners.

9. **PROPERTY**

- a. The Owners shall be responsible for the legality and marketability of the title of the Said Property.
- b. The Developer has made necessary and relevant enquiries and inspected and got itself satisfied about the title of the Said



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Property and the physical nature and measurement of the land comprised in the Said Property.

- c. The name of the Owners are mutated in the records of B.L. & L.R.O. for a portion of the **said property** and the Developer shall assist the owners to get the remaining portion of the **said property**.

10. DEVELOPER'S OTHER RIGHTS

- a. In the manner set out below, the Developer shall market and sell Unit(s)/space(s)/ area(s) to Intending Purchaser/s.
- b. It is agreed that for sale of Units, Developer will finalize the following as per the format prescribed by **RERA** and in consonance with the terms and conditions contained herein:
 - i. standard form of provisional allotment letter, unit sale agreement and conveyance deed subject to clause 26.4 of this Agreement;
 - ii. sale price of Units, parking spaces and other areas from time to time; and
 - iii. schedule of payments to be collected from Intending Purchasers.
- c. The Developer shall be entitled to accept bookings only after proper launch of the Project and after registration in **RERA**.
- d. In order to ensure effective implementation of the Project, the Owners shall, at the request of the Developer, execute one or



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more General Powers of Attorney or Specific Powers of Attorney, as may be required for development without in any manner being liable for any acts to be done by the Developer on the basis thereof and being fully indemnified in that respect.

- e. The Developer shall be entitled to enter into agreements for sale with Intending Purchaser/s of Units and/or spaces in the Project in terms hereof. The agreements for sale and conveyance deeds may be signed by the Developer and the Owners either personally or through its respective constituted attorney jointly.
- f. The Developer shall have the exclusive right to construct the building(s) at the Said Property at its cost in accordance with the sanctioned plan thereof as modified from time to time without any hindrance or obstruction from the Owners or any person claiming through or under trust for them. The type of construction, specification of materials to be used and the detailed design of the building shall be as described in the **THIRD SCHEDULE** hereunder written.
- g. The Owners do hereby agree and permit the Developer to obtain loans and finance for construction purpose only by creating charge from any Bank and/or the Financial Institution and/or Non-Banking Financial Corporation by mortgaging the Developer's share of the property, as Co-Lateral Security without however creating any financial obligation or liability, financial or otherwise, upon the Owners or their partners in any manner whatsoever. The Developer shall be liable to pay interest on time and shall repay the loan. The expenses with regard to the aforesaid loan shall be exclusively borne by the Developer. The Developer indemnifies and keep the Owners



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indemnified against any loss or damage that may be suffered by any of them in this regard including for any for violation on the part of the Developer to fulfill its financial obligation under any Agreement for Loan/Finance to be entered into by them with any Bank or any Financial Institution or Non-Banking Financial Company for taking loan for construction purpose as aforesaid by taking over and discharging the same. It is clarified that the mortgage (if any) to be created by the Developer shall be limited to the Developer's share and shall not extend to the Allocation of the Owners' Revenue share and the loan so obtained shall only be utilised for construction of this project.

- h. The Developer agrees to keep the Owners saved harmless and indemnified against all actions, losses, damages, liabilities, fines, penalties, compensation, costs, charges and expenses, arising out of breach of any terms of this Agreement or of law or arising out of development of the Said Property or relating thereto and the Developer, hereby indemnify the Owners for any losses it may suffer or be put to or claimed or demanded on account of breach of any terms and conditions of this Agreement or of law or arising out of development of the Said Property or relating thereto.
- i. It is agreed that Intending Purchaser/s shall be entitled to mortgage and/or create charge over or in respect of respective Units intended to be purchased for obtaining loans for purchase of the same.

11. RIGHT OF FURTHER CONSTRUCTION

- a. The right of the Owners and Developer in the roof of the New Building(s) and the right to raise further constructions on the



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Said Property that may be allowed by appropriate authorities at any time in future shall be shared between the Owners and Developer in the ratio 28.5:71.5 (twenty-eight point five : seventy-one point five). However it is made clear that in the event the Developer makes any further construction on the adjacent land of the Said Property by purchasing the same or by entering into any agreement for development with the owners thereof, the Owners herein shall not make any objection with regard thereto or have any claim or demand any revenue received by the Developer from such adjacent land.

- b. For the purpose of further construction, the Developer shall remove, shift and substitute and to re-install the same at the new terrace being constructed, the water tank, lift machineries, lift room, television antenna from the roof, terrace and parapet wall.
- c. The Developer shall always and from time to time, when required by reason of further construction or constructions subject to approval of the concerned /appropriate or other authorities, be entitled to connect the electricity, water, sanitary, drainage, fittings and lift to the additional structures and storeys with the connections and/or sources that may be existing in the constructed buildings of the residential complex and/or portions and the additional structures shall be entitled to all benefits, advantages, easements and facilities as the other parts of the said buildings for the time being shall have. All costs, expenses and fees for obtaining approval of sanction from the concerned /appropriate or other authorities and for construction of the same shall be borne by the Developer.



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- d. The access from the main road shall be used by the Developer and/or the owners/occupiers of any portion of the said adjacent land as per mutual discussion with the Owners, and the Owners shall not raise any objection for the same.

12. PROCEDURE OF SALE AND ALLOCATION

- a. That it is agreed that Developer shall decide the common selling strategy and price for the sale of all the Units/Spaces including common parts, areas, car/scooter parking spaces, terrace and roof whatsoever of the Project to the Intending Purchasers; and such price shall always be above the minimum selling price finalized mutually by the Developer and the Owners. In case of disagreement between the parties then the constructed area shall be allocated to the Developer and Owners as per clause 3(a).
- b. The Owners shall bear their proportionate share of the costs and expenses incurred on account of marketing and advertisement including advertisement in newspaper / television / print media / website or through banners etc. and such share of expenses shall not exceed 2% of the Owner's Revenue Share received by the Owners. It is made clear that brokerage fees of 3% (three percent) shall not be included in the above expenses and shall be borne by the Owners and the Developer according to their revenue sharing ratio.
- c. The Developer shall open and establish with a bank duly approved by the Owners, a Revenue Collection Account. All incomes or collections or deposits on account of the Project (including items which are excluded from the meaning of the term Gross Revenue) shall always be accounted for and



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deposited by the Developer in Revenue Collection Account/ Escrow Account and distributed under irrevocable standing instruction of the Developer in the Agreed Ratio between the Developer and the Owners respectively. It is made clear that distribution of the Gross Revenue in the nominated Bank Account of the Owners as provided in clause 11.4(ii) below, shall be considered as payment to all the Owners in terms of this Agreement.

- d. Subject to any Applicable Law, the priority of payment from the Revenue Collection Account shall be as follows :
- (i) Sums collected on account of G.S.T or any other taxes, charges, duties, levies or cess shall first be paid and/or transferred to the respective authorities and upon such payments being made, a copy of the statement of such payments being made shall be sent to the Owners for their records. A separate account for collection of G.S.T. shall be maintained in the same bank in the name of Developer, for making necessary disbursements; and it is clarified that the Owners shall not be liable for any payment of GST or any other taxes, charges, duties, levies or cess.
- e. Moneys due to Intending Purchaser/s arising out of cancellation of booking(s), as per the booking and / or agreement of sale terms and conditions, to such Intending Purchasers shall be paid by the Owners and the Developer in the same ratio as they have received the amounts paid by the Intending Purchasers. The Developer shall accordingly send to the Owners on a monthly basis, statement of such cancellations in the preceding month alongwith such Intending Purchaser/s



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and money payable to such Intending Purchaser/s upon cancellation, for the Owners making payment of its share of amounts to be payable, to the Developer, which will be repaid to the Intending Purchaser/s by the Developer, simultaneously with the Developer also making payment of its share of such amounts. It shall be the responsibility of the Developer to obtain from the Intending Purchasers receipts in favour of the Owners and good and effectual discharges signed by such Intending Purchasers of both the Developer' Share and the Owners' Share as well as in respect of the Units which were proposed to be purchased by the Intending Purchasers, all of which the Developer shall by the 15th day of the following month send to the Owners.

- f. The Developer during the subsistence of this Agreement, maintain books of accounts in accordance with standard accounting practices and statutory requirements recording all receipts from all sources derived or on account of the Project, income, expenditure, payments and assets and liabilities, in accordance with this Agreement and the Applicable Laws and shall allow the Owners inspection of the relevant books of accounts pertaining to the reimbursements made by the Owners, cancellation of bookings and/ or payments of the statutory liabilities and/ or brokerage fees by the Owners and allow the Owners to take copies thereof, if required.
- g. The Developer shall establish and maintain a monthly reporting system to provide storage and ready retrieval of data related to the construction of the Project, including all such information which is necessary to verify the amounts of revenue and to



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confirm that the Developer is in compliance with its obligations under this Agreement.

- h. After final completion and sale of all areas of the building or buildings and any space or constructed area on the Said Property, the parties shall within 1 (one) month from receiving the Completion Certificate/Occupancy Certificate will carry out final reconciliation of accounts of the said Revenue Collection Account and pay or receive suitable adjustment amounts to or from each other.
- i. The Developer shall ensure that the advertising and marketing is carried out in a manner that is consistent with and not in derogation of or conflict with any of the terms or provisions of this Agreement and the Applicable Laws. The Developer hereby specifically acknowledges and agrees that all advertisements and marketing of the Project shall be strictly in adherence with any Applicable Law and such advertisements and marketing shall not be misleading in any manner whatsoever, and the Developer agrees and acknowledges that it shall remain liable to keep the Owners, their directors, officers, employees, contractors, agents and advisers indemnified and harmless against any damages, loss, claims, litigations (including any claims made by any customer/Intending Purchaser of the Project) arising out of any breach of the terms of this Clause or any misleading advertisement or marketing attributable to the Developer or the marketing agent or the brokers appointed by the Developer.
- j. After Intending Purchaser/s are identified, the Developer / Owners shall enter into agreements (a copy of which shall be



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forwarded to the Owners) to sell units / constructed spaces / flats together with undivided proportionate share or interest of land in the Said Property in proportion to the super built up area to be purchased by such Intending Purchaser and comprised in the building. All amounts payable under the said agreements for sale, except those specifically excluded under Clause 1(viii) of the agreement, shall be deposited by the Developer only in the Revenue Collection Account.

- k. So long as the Developer is not in breach of this Agreement, the Owners doth hereby agrees and covenants with the Developer as follows:
- i. To allow the right of entry to the Developer for the sole purpose of carrying out and completing the development of the Said Property within the period herein mentioned as and maybe extended as per mutual consent.
 - ii. To render all assistance and cooperation to the Developer in construction of the proposed Buildings, if so required and found necessary.
 - iii. Not to cause any interference or hindrance or obstruction in the construction of the proposed Buildings on the premises by the Developer and/or its agents.
 - iv. Not to let out, grant lease or part with possession of the Said Property or any part thereof.



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- v. The Owners will give a registered Power of Attorney in favour of the nominees of the Developer for getting all approvals, to execute and register all Agreements for Sale and Deeds of Conveyance of all the respective Purchaser/s in terms of this agreement.

13. MAINTENANCE MANAGEMENT AND OUTGOINGS

- a. The Developer shall frame all rules and regulations regarding the usage and rendition of common services and also the common restrictions which should be normally kept in the sale and transfer of residential and commercial units.
- b. Common areas installations and facilities shall be managed by the maintenance organisation so expressed for such purpose for common use and enjoyment of the co-Owners and such common areas installations and facilities shall be transferred to such maintenance organisation upon the same being formed.
- c. For a period not exceeding 1 year from obtaining full completion certificate from the appropriate authority in respect of the whole Project, the Developer shall make arrangements through a facility management company or otherwise for management and administration of the maintenance of all common parts, amenities and facilities and other affairs of the Project and to receive and realize contributions from all end users and/or occupiers of different units in the Project which may be payable as common expenses or for maintenance, service charges, rates and taxes and also to disburse the same. If such organisation has not been formed within the said period of 1 (one) year, then the maintenance of the Project shall be handed over to the maintenance organisation as soon as it is formed.



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- d. The Purchaser/s of the Units in the Project shall become members of the maintenance organisation to be formed by the Developer as and when called upon by the Developer to do so and in this connection, to sign and execute all deeds documents and applications for the same. After formation of the maintenance organisation and handover of the project to it, the Developer shall have no responsibility for the Project or the Common Purposes and shall stand discharged from all risks and responsibilities towards the Project whereupon, the maintenance organisation shall be responsible for the Project, its maintenance, upkeep and all Common Purposes.
- e. The Project insurance for all risks both during construction period and post completion shall be taken by the Developer at its cost upon incorporation of maintenance association to hand over all documents in this regard to such association. The Owners shall be included as an indemnified party in such policies.

14. **UNSOLD UNITS**

- a. Subject always to the provisions of Applicable Laws:
- b. If the Developer is unable to transfer or market the entire transferable spaces in the Said Property on the date when Completion Certificate from the appropriate authority is received, then the parties shall mutually fix a date for completion or closing the transaction under this Agreement and the date so fixed by the Parties shall mean "**the Closing Date**".



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- c. On the Closing date the Parties shall mutually demarcate the Unsold Units/ transferable spaces of the Project comprised in the Land according to the sell price applicable on such date in accordance with this Agreement in accordance with their respective allocations. Such demarcation shall as far as practicable be equitable in relation to direction, floor, location of the Unsold Units / transferable area. The Developer shall then handover to the Owners their allocation duly completed in all respects in compliance of the obligations of the Developer. Any party allocated and/or holding any excess area on account of indivisibility of Unsold Units / transferable spaces, shall pay the other party a sum equivalent to the selling price of such excess area.
- d. Upon such demarcation of the unsold units/ saleable spaces, the parties shall be entitled to deal with the same in any manner as the parties desire.

15. FORCE MAJEURE

The obligations of the parties is subject only to the following force majeure conditions:

If at any time during the continuation of the contract, the performance in whole or in part of any obligation of either party under the contract shall be prevented or delayed by reason of any war, floods, earthquake, fire, air raid or any other act of God or restriction of any authority or pandemic or Government or statutory body or Court Only if any of the aforesaid has the effect of making the continuation of the Development Work illegal, inspite of best and diligent efforts in good faith of the party and to the extent it so has, (hereinafter referred to as "**Events**"), neither party shall by reason of such event, provided that only to the



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extent it cannot or could not by exercise of due diligence and bonafide effort be mitigated, be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and the performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. In such event, the affected Party shall give written notice of suspension as soon as reasonably possible but within 15 (fifteen) days when such situation arises failing which any claim on account of Force Majeure will stand excluded) to the other Party stating the obligations, the performance of which is or will be prevented, the date and extent of such suspension and the cause and likely duration thereof. The affected Party shall take all reasonable steps to ameliorate or remedy the position and shall communicate the same to the other Parties. The affected Party shall resume full performance of its obligations after such Force Majeure event. Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract. It is clarified that any event shall not be construed as a Force Majeure event if it is pertains to or is a result or consequence of any acts or omissions of the Developer.

16 DEVELOPER'S OBLIGATIONS

- a. This Agreement is completely personal to the Developer and except as specifically provided for in this Agreement, in no event the Developer shall be entitled to transfer and/or assign its right title interest and/or the benefits of this Agreement to any other person and/or person without the consent of Owners, in writing prior had and obtained.



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- b. The Developer shall take full responsibility for the adequacy, stability and safety of all site operations, of all methods of construction and of all the works. The Developer shall make all arrangements for security, fire fighting and fire safety and all necessary civic facilities and amenities as may be required for preservation and protection of the Said Property at its own cost and as per the rules and regulations pertaining to the same.
- c. The Developer shall comply with all labour legislations and shall not employ any minor for the purpose of construction work at the Said Property.
- d. The Developer shall cause construction development and marketing of the Project at its own costs, risk and responsibility, by adhering to the said plan, construction contracts and all Applicable Laws and attending to all notices issued by concerned authorities. The Developer shall alone be responsible and liable to Government, Municipal Authority, other planning authorities, third parties and the public in general and shall alone be liable for any loss, damage or compensation or for any claim arising from or relating to construction and shall indemnify fully against any claims, losses and damages for any default, failure, breach, act, omission or neglect on the part of the Developer and/or any contractor, entity, body, agency and/or person appointed or designated by the Owners.
- e. In the event, under the provisions of RERA or any other Applicable Law, the Owners are required to insure their title in respect of the Land, the Developer has agreed to pay the costs of obtaining such title insurance to the Owners.



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- f. The Developer shall be responsible for overall compliance with all provisions of Applicable Law in the development construction and marketing of the Project and shall remain liable to keep the Owners, their directors, officers, employees, contractors, agents and advisers indemnified and harmless against any damages, loss, claims, litigations (including any claims made by any customer/Intending Purchaser of the Project) arising out of any breach of in this regard attributable to the Developer.
- g. The Developer will be liable for any defect in construction as prescribed in RERA. The Developer will register the project as per the Applicable Law and bear the cost of the same.
- h. The Developer will obtain completion / occupancy certificates in terms of this Agreement and give copy to Owners.

17. INDEMNITY

- a. Each party ("**Indemnifying Party**") shall indemnify and agrees to defend and to keep the other indemnified including its heirs, successors, officers, directors, partners, agents and employees and save harmless against all costs, expenses (including attorneys' fees), charges, loss, damages, claims, demands or actions of whatsoever nature by reason of:
 - b. the non-performance and non-observance of any of the terms and conditions of the Agreement by the Indemnifying Party;
 - c. acts of willful negligence or intentional misconduct by the Indemnifying Party;



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- d. breach of the provisions of this Agreement by the Indemnifying Party;
- e. any representation and warranty by the Indemnifying Party found to be misleading or untrue;
- f. failure by the Indemnifying Party to fulfill its obligations under any applicable law; and
- g. any obligation, loss or liability of the Indemnifying Party or any affiliate of the Indemnifying Party whether disclosed or not-disclosed.

18. EFFECTIVE DATE AND TERM

This Agreement shall take effect on the date of signing of this Agreement (**Effective Date**) and shall remain in force till Completion. Neither party shall, except as provided in clause 19 hereof, have the right to terminate the Agreement, except in case of default or breach of the terms and conditions of this Agreement.

19. PURPOSE

- a. This Agreement is to set forth the terms and conditions with respect to and pertaining to the grant of development rights by the Owners with respect to the Said Property in favour of the Developer, the nature of the Project to be developed by the Developer and the rights and obligations of the parties towards the implementation of the Project.
- b. The parties shall extend all cooperation to each other and do all such acts and deeds that may be required to give effect to and accomplish the provisions and purposes of this Agreement. The



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Owners shall provide to the Developer necessary cooperation that may be required by the Developer from time to time for the purpose of carrying out the transactions contemplated hereby.

- c. If, for any reason whatsoever, any term contained in this Agreement cannot be performed or fulfilled, then save and except any other rights the parties respectively may have against the other under this Agreement or in law, the parties shall meet, explore and agree to any alternative solutions depending upon the changed circumstances, but keeping in view the spirit and objectives of this Agreement.

20. DEFAULTS & CONSEQUENCES

- a. If at any time hereafter it shall appear that any of the parties hereto have failed and/or neglected to carry out its obligations under this Agreement or to extend full cooperation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by it from the defaulting party without prejudice to its other rights hereunder.
- b. In the event that:
 - i. The Developer does not commence development of the project area within 60 (sixty) days from the date of Sanction.
 - ii. The Developer does not cause sanction of the building plan in terms of this Agreement;
 - iii. There is a default in causing Completion of the project as per the milestones or the specifications or within the Completion Date;
 - iv. The Developer assigns or attempts to assign the obligations on its part to be paid performed and observed



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- or any part thereof or any benefit or interest thereunder without the prior written consent of the Owners;
- v. The Developer makes an arrangement with or an assignment in favour of its creditors or agrees to carry out its part of the obligations under a committee of inspection of creditors;
 - vi. The Developer fails to pay within a stipulated time to the Owners, the amounts due and payable by it under this Agreement;
 - vii. The Developer abandons or wholly or partially suspends the development of the Project for more than 90 days;
 - viii. The Developer is not able to or does not or evinces an intention not to complete the Project within the time period hereinabove mentioned;
 - ix. A receiver or interim resolution professional or resolution professional or administrator or administrative receiver is appointed in respect of the whole or substantial portion of the assets of the Developer;
 - x. The Developer is adjudged bankrupt or becomes insolvent, or makes an assignment of this Agreement without the consent of the Owners, or if any petition is filed against the Developer under any bankruptcy law, is not dismissed within 270 days of its filing;
 - xi. The Developer is found to have made any material misrepresentations to any person in respect of the development of the Land, and which is not cured within a reasonable period of time upon intimation thereof by the Owners;
 - xii. The Developer or any of its directors, men or agents is convicted of any crime or felony which adversely affects the Developer's reputation;



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- xiii. The Developer is otherwise in breach of this Agreement.
- c. The decision of the Owners to record repudiation of the contract by the Developer shall not prejudice any other right of the Owners under this Agreement or otherwise. If the Owners elect to record repudiation of the agreement or termination thereof, the Developer shall cause all its men and agent to leave the Said Property and deliver any required equipments, materials, plant and temporary works or any of them as appropriate, contractor's documents (which means calculations, drawings, manuals, models and other documents of a technical nature (if any) supplied by any contractor), and other desired documents made by or for any contractor to the Owners. The Developer also may cause all contractors to comply immediately with instructions included in relevant notice of the Owners (1) for the assignment of any sub-contract and (2) for the protection of life or property or for the safety of the Project.
- d. After termination, the Owners may complete the Project and/or arrange for any other entity to do so. The Owners may then use any of the contractor's equipments, materials, plant and temporary works or contractor's documents and other desired documents made by or on behalf of any contractor and only after finishing such use, the Owners shall give notice to the Developer that the contractor's equipments and temporary work will be released to the contractor at or near the Said Property. The contractor shall thereupon promptly arrange their removal, at its risk and cost and the Developer shall cause it to do so. However, if by such time, the Developer has failed to make a payment due to the Owners, these items may be sold by the



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Owners in order to receive this payment. Any balance of the proceeds shall then be paid to the Developer.

21. DEVELOPER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

The Developer represents and warrants to and covenants with the Owners:

- (a) That it has the necessary experience, capability, technical expertise and infrastructure to carry out the development of the Said Property as envisaged herein in a manner that is expected of a developer of repute undertaking such like projects;
- (b) That it shall complete the development of the Said Property in accordance with the sanction plans as modified from time to time and other parameters in this regard and in compliance with all Applicable Laws (present & future, as may be made applicable);
- (c) The Developer shall at all times perform the duties and undertake the responsibilities set forth in this Agreement in accordance with industry standards applicable to other residential and commercial developers of repute in India offering similar quality and services products and using reasonable, expeditious, economical and diligent efforts at all times in the performance of its obligations;
- (d) That it has and shall continue to comply with terms and conditions of all the consents and all other irrevocable licenses, permits, approvals obtained or may be obtained in



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the name of the Owners for the development of the Said Property;

- (e) That the Developer shall make timely payments of all taxes, cesses, duties, levies and charges and all applicable statutory dues as per applicable law payable by the Developer for the development of the Said Property and collection/allocation of spaces/revenues, as per the terms and conditions of this Agreement after signing of this Development Agreement.
- (f) That the Developer has full power and authority to execute, deliver and perform its obligations under this Agreement;
- (g) That the Developer shall indemnify the Owners and the Owners shall keep the Developer indemnified, from and against any and all actions charges liens claims it may suffer on account of violation of any terms and conditions of the financing documents.
- (h) That the Developer will do the development in accordance with the sanctioned plan and observed all rules and regulations as applicable.

22. OWNERS' REPRESENTATIONS, WARRANTIES AND COVENANTS

The Owners represents and warrants to and covenants with the Developer:

- a. That the Owners are the Owners of the Said Property.



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- b. That the Owners have not done any act deed or thing which might affect its right to grant the Developer the right to develop the Said Property except as mentioned herein.
- c. That the Owners shall grant Power-of-Attorney in favour of the Developer to execute all deeds, documents and instruments as may be necessary and/or required from time to time for carrying out the development and to execute the Agreements for Sale and Deed of Conveyance in favour of the Purchasers of flats/apartments pertaining to the Developer's share in terms hereof and to sign and execute all documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of the Project.
- d. The Developer shall also be authorised to sign all documents in connection with purchase of flats/ apartments for taking loan from Banks/ Financial Institution.
- e. The Developer is hereby authorized and empowered on behalf of the Owners to sign, execute, submit and deliver all writings in connection with the any matter relation to Project Development. This shall not, however, absolve, the Owners to carry out of its respective obligations under this agreement nor affect the obligation of the Owners to execute Power of Attorney and other authorities in terms hereof.
- f. The Developer shall be authorised and empowered in its own name and also in the name of the Owners, in so far as may be necessary, 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,



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sketches, papers and applications and get the same submitted to and sanctioned by the Municipal Authority/ Panchayet from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the Project Property or any portion thereof and/or for obtaining any utilities and permissions.

- g. It is understood that to facilitate the construction of Development at the Project Property by the Developer and for obtaining necessary connections and utilities therein or therefor, 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 Developer relating to which specific provisions may not have been mentioned herein. The Owners doth hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorization as may be reasonably required by the Developer for the purpose and the Owners doth hereby undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.
- h. The said power or power of attorney to be so granted by the Owners in favour of the Developer and/or its nominee/s shall form a part of this agreement and neither the Owners shall be entitled to revoke, modify or alter the same without the prior written consent of the Developer.



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- i. The Owners shall not claim any right over the land to be purchased by the Developer to make the project land contiguous. Proportionate area of the construction over the said land shall exclusively belong to the Developer.
- j. It is agreed that defect, if there be any, in title of the said property or otherwise shall be cured by the Owners within 90-days from the date of intimation of the same by the Developer, in default whereof, the Developer shall cure the same with the co-operation of the Owners and costs if any to be incurred in respect thereof shall be borne by the Owners.

23. NOTICE:

All notices to be served hereunder by any of the parties on the other shall, without prejudice to any mode of service available to them be, deemed to have been served on the 7th working day of the date of dispatch of such notice by registered post at the address of the other party mentioned hereinabove or hereinafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

24. ARBITRATION

All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents and/or the Said Property or determination of any liability either during subsistence of this Agreement or after expiry thereof shall be referred to the arbitration of a sole arbitrator, who should be an advocate, in accordance with the provisions of the Arbitration and



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Conciliation Act, 1996 (hereinafter referred to as "the **Arbitrator**") and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment for the time being thereto in force. The Arbitrators, will be appointed with mutual consent of both the parties and will have summary powers and will be entitled to set up their own procedure and the Arbitrators shall have power to give interim awards and/or directions. The place of arbitration shall be at Kolkata and the language will be English.

25. JURISDICTION

The Hon'ble High Court at Calcutta in its Ordinary Original Civil Jurisdiction alone shall have exclusive jurisdiction to entertain try and determine all actions and suits (including the arbitration proceedings) arising out of these presents between the parties hereto.

26. MISCELLANEOUS

- a. Each of the parties shall co-operate with the other to effectuate and implement this Agreement and shall execute and/or register such further documents and papers as be required by the other party for giving full effect to the terms hereunder agreed.
- b. The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be or be construed as partnership between the Developer and the Owners nor shall be deemed to constitute an association of persons.
- c. The Owners do hereby further agree and covenant with the Developer not to let out, grant, lease, mortgage, charge or



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otherwise encumber the Said Property or any part thereof as from the date hereof, except in accordance with this Agreement.

- d. All agreements, Deeds of Conveyance and other document of transfer to be executed in respect of the Units in the Project pursuant to this Agreement, Power of Attorney and Deeds of Conveyance shall be in such form as be drawn by the M/s. Manna & Company (Advocates), and subsequently reviewed and approved by the Owners, and the same shall be executed by both the parties hereto.
- e. Nothing in these presents including the grant of permissive 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 an exclusive license to the Developer to commercially exploit the same in terms hereof. The parties have entered into this Agreement purely as a contract and nothing contained herein shall be or be construed as a partnership between the Owners and the Developer in any manner nor shall the Owners and the Developer be deemed to constitute an association of persons.
- f. Each party will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Agreement and each of the transactions contemplated under this Agreement. Without limiting the generality of the foregoing, if the Approvals of any Governmental Authority are required for any of the arrangements under this Agreement to be effected, each party will use all reasonable endeavors to obtain such Approvals.



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- g. During the term of this Agreement if any new Act, Rule, Regulation and Order come into force, which is applicable to the transaction and the Project envisaged herein, the parties will be bound to implement the same without delay and if such implementation renders any provision of this Agreement as invalid and unenforceable, the parties shall replace such invalid or unenforceable provision with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision, without affecting the Owners' Share.
- h. The persons signing this Agreement on behalf of the respective parties represent and covenant that they have the authority to sign and execute this document on behalf of the parties for whom they are signing.
- i. To the extent that there is any conflict between any of the provisions of this Agreement and any other Agreement by which the Owners of the Said Property or any part thereof is bound, the provisions of this Agreement shall prevail to the extent permitted by the Applicable Law.
- j. This Agreement constitutes and represents the entire Agreement between the parties with regard to the rights and obligations of each of the parties and cancels and supersedes all prior arrangements, agreements or understandings, if any, whether oral or in writing, between the parties on the subject matter hereof or in respect of matters dealt with herein.
- k. The parties to this Agreement agree that, to the extent permitted by the Applicable Laws, the rights and obligations of the parties under



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this Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting party.

- l. The stamp duty and registration charges in respect of this Agreement, the Power of Attorney and any other document pertaining to the Said Property shall be borne and paid by the Developer.
- m. The Developer and the Owners and/or their respective nominee/nominees shall not at any time hereafter be entitled to claim partition by metes and bounds of any part of the land comprised in the Complex.
- n. All panchayat and other rates and taxes and khajana and other dues and outgoings in respect of Said Property (including electricity, urban land tax, if payable) accruing due till 05.02.2021 shall be for and to the account of the Owners; those accruing from the date hereof till the date of transfer of the Units shall be for and to the account of the Developer.
- o. The Project shall always be known by the name as proposed by the Developer and approved by the Owners, and the same shall not be changed by the parties or their respective transferees and such restriction shall be clearly mentioned in all transfer documents.
- p. If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.



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- q. The Agreement (together with schedules, if any) the entire Agreement between the parties and save as otherwise expressly provided, no modifications, amendments or waiver of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto.
- r. It is clarified that the Agreed Ratio has been agreed between the parties considering that GST input is not available from the GST collected on sale of the units in the Project. In case of any change in the law allowing GST input to be utilized, the amounts of GST input utilized shall be shared between the Owners and the Developer in the Agreed Ratio.
- s. One Unimark Realty Private Limited, an associate of the Owners, has entered into agreements with the landowners of certain adjoining lands for development or inclusion of their respective portions, and the Owners have agreed to allot flats/units to such landowners with whom URPL has entered into development agreements in the Project which shall be adjusted from the Owners' Share.
- t. 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.
- u. Save as hereinbefore provided, termination of this Agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which



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thereafter may accrue in respect of any act or omission prior to such termination.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(PART-I)

(Description of the "Said Property")

ALL THAT pieces and parcels of land measuring **368.02 decimal**, more or less, at Mouza Domjur, Police Station: Domjur, within the limits of Domjur Gram Panchayat, A.D.S.R. Domjur, District Howrah, West Bengal.

Name of the Owners	R.S. Dag No.	L.R. Dag No.	Khatian no.	Area Purchased	Area in Project
Kay Vee Projects LLP (formerly known as Kay Vee Projects Pvt. Ltd)	5831	7332	4257	6.53	6.53
Tarli Properties LLP (formerly known as Tarli Properties Private Limited)	4005	4069	3568	19.32	19.32
	4020	4084	1208/1	17.95	17.95
Tarli Enclave LLP (formerly known as Tarli Enclave Private Limited)	4005	4069	4776	4.96	4.96
	4006	4070	1376/1, 1801/1,5387/1	32	32
	4007	4071	4776	22	22
	4032	4097	2995	36	36
Prasana Complex LLP (formerly known as Prasana Complex Private Limited)	4022	4096	1128, 1232	17	17
Sambha Complex LLP (formerly known as Sambha Complex Private Limited)	5837	7338	1978	70	70
Prasana Enclave LLP	5833	7334	2819	15.5	15.5



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(formerly known as Prasana Enclave Private Limited)	5830	7331	2278	25.60	20.43
	5836	7337	2687, 5625	32	32
Prasana Plaza LLP (formerly known as Prasana Plaza Private Limited)	4021	4085	1877	10.33	10.33
	5834	7335	2336, 3297, 5283	27	27
	4019	4083	2724, 5075, 7290, 7291	10	10
	5835	7336	2683	27	27
TOTAL				373.19	368.02

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Common Areas and Installations)

• Foundation, Columns, Beams, Supporting Corridors, Lobbies;	• Garden or Landscape Area;
• Entrance and Exits, Pathways, Driveways;	• Community Hall (1);
• Staircase, Landings;	• Community Hall (2) with Kitchen facility;
• Boundary walls;	• Gymnasium;
• Window and Grills in the Common Areas etc.;	
• Lift and its installations, Lift Well;	
• Electrical Room, Electric Meter for common lighting;	
• Water supply pipes, Water Filtration Plant and its installations;	• Covered Play Area;
• Pumps, its installations and the Pump Room;	
• Fire fighting equipments and its installations; (if any)	• Toddlers' Indoor Games Room;
• Fire Pump and Pump Room;(if any)	• Games Room (TT Table, Pool, Handball etc.)



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• Generators and its installations;	• Multi-Purpose Grass Court For Badminton and other games;
• Transformers and the space for its installations;	•
• Shafts, Ducts, Electrical wiring for the Common lightning, fittings and its accessories for the Common Area;	• Open air meditation area; • Adda Zone;
• Drainage, Sewage Pits, Pipeline and accessories;	• Children's Play Area; • Natural Water body;
• Security Guard Room/Caretaker Room, Toilets for the Security Guards/ Caretakers;	• CCTV for the Common Area;

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Specifications of Construction)

(Fittings and fixtures to be provided in the Unit)

<u>BUILDING/ELEVATION</u>	: Designed on a Earthquake resistance RCC Frame structure with brick wall construction with suitable foundation depending on soil conditions. Walls of AAC Blocks.
<u>EXTERIOR WALLS</u>	: 8" AAC Block Wall finished with cement plaster and weather coat Paint finish (make ICI/Asian Paint).
<u>INTERIOR WALLS</u>	: 4" AAC Block walls finished with cement plaster putty.



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<u>STAIRCASE & LOBBY</u>	: Wide staircase, elegantly designed lobby and corridors with kota/granite stone/vitrified tiles. All common walls in lobby/staircase will be painted
<u>FLOORING</u>	: 2'X2' Branded Vitrified tiles in Living Drawing Dining areas and vitrified tiles in all bedrooms.
<u>BALCONY</u>	: Branded Vitrified tile flooring with M.S. Railing.
<u>KITCHEN</u>	: No door in the kitchen. Polished granite top platform with stainless steel sink, glazed tiles dado upto 2 feet height above the platform. Anti-skid tile flooring in the kitchen.
<u>BATHROOM</u>	: Anti skid tiles on the floor and glazed tiles on walls upto door height. Western style white sanitary fitting of reputed make ESSCO. Hot and cold water points for shower area. CP Fittings of reputed make ESSCO or equivalent.
<u>WINDOWS</u>	: Sliding anodized Aluminium windows 1.2 mm with glass panes.
<u>DOORS & FRAMES</u>	: Main Door - Wooden door frames.



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	<p>Decorative laminated finish main entrance flush door with ISI marked lock.</p> <p>Internal Door – Internal flush door with primer.</p>
<u>ELECTRICALS</u>	<p>: a) Copper concealed wiring of Havells or anchor.</p> <p>b) ISI marked Semi-Modular switches with MCB & DB.</p> <p>c) AC Points: In all Master bedrooms.</p> <p>d) Broadband points in living-dining.</p> <p>e) TV Cable point in master bedroom & living-dining.</p> <p>f) Geyser point in all bathrooms.</p> <p>g) Exhaust fan outlet in kitchen and all toilets.</p> <p>h) Calling Bell point at main door.</p>
<u>LIFTS</u>	<p>: Branded elevators of SCHINDLER/KONE or equivalent in each block.</p>
<u>FIRE SAFETY</u>	<p>: Modern fire fighting systems as per</p>



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	WBSES norms.(If Needed)
<u>WATER SUPPLY</u>	: Water supply through Filtration plant.
<u>HARDWARE</u>	: Good quality C.P. fittings of ESSCO or equivalent
<u>SOLAR BACKUP</u>	: Solar backup as per Govt. norms.
<u>LOCAL CABLE & BROADBAND</u>	: Central distribution box at ground floor with wiring upto flat DB box.
<u>DG POWER BACKUP</u>	: 24 Hours power backup for common area & emergency power back up for flats (As per charges applicable, depending upon flat size).
<u>RAINWATER HARVESTING</u>	: As per Govt. norms.
<u>STP/SEPTIC TANK</u>	: As per Govt. norms.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Devolution of Title)

Sl no.	Deed No.	Vendor	Purchaser	Mouza	Dag No.	Khatian no.	Area satak
1	04865/2012	Ashoke Kumar Basu	Prasana Enclave LLP (formerly known as	Domjur	RS dag no.5836 LR dag no.7337	RS Khatian no.143 LR Khatian no.2687 &	32



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			Prasana Enclave Private Limited)			5625	
2	04866/2012	Ashoke Kumar Basu	Prasana Plaza LLP (formerly known as Prasana Plaza Private Limited)	Domjur	RS dag no.4021 LR dag no.4085	RS Khatian no.1877	10.33
3	04869/2012	Desire Agro Resorts Development Private Limited	Kayvee Projects LLP (formerly known as Kayvee Projects Private Limited)	Domjur	RS dag no.5831 LR dag no.7332	RS Khatian no.1829 LR Khatian no.4257	6.53
4	04871/2012	Desire Agro Resorts Development Private Limited	Tarli Enclave LLP (formerly known as Tarli Enclave Private Limited)	Domjur	RS dag no.4032 LR dag no.4097	RS Khatian no.2995	36
5	04873/2012	Desire Agro Resorts Development Private Limited	Sambha Complex LLP (formerly known as Sambha Complex Private	Domjur	RS dag no.5837 LR dag no.7338	RS Khatian no.143 LR Khatian no.1978	70



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			Limited)				
6	04875/2012	Desire Agro Resorts Development Private Limited	Prasana Plaza LLP (formerly known as Prasana Plaza Private Limited)	Domjur	RS dag no.5834 LR dag no.7335	RS Khatian no.143 LR Khatian no.2336, 3297 & 5283	27
7	04877/2012	Desire Agro Resorts Development Private Limited	Prasana Complex LLP (formerly known as Prasana Complex Private Limited)	Domjur	RS dag no.4022 LR dag no.4096	RS Khatian no.1128 & 1232	12.04
8	050403348/2022	Durga Ghosh & Ors.	Prasana Enclave LLP (formerly known as Prasana Enclave Private Limited)	Domjur	RS dag no.5830 LR dag no.7331	RS Khatian no.143 LR Khatian no.2278	25.60
9	04886/2012	Desire Agro Resorts Development Private Limited	Prasana Plaza LLP (formerly known as Prasana Plaza Private Limited)	Domjur	RS dag no.4019 LR dag no.4083	RS Khatian no.1877 LR Khatian no.2724, 5075, 7290 & 7291	10
10	04889/2012	Desire Agro Resorts	Prasana Enclave LLP	Domjur	RS dag no.5833	RS Khatian no.1829	15.50



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		Development Private Limited	(formerly known as Prasana Enclave Private Limited)		LR dag no.7334	LR Khatian no.2819	
11	04892/2012	Desire Agro Resorts Development Private Limited	Tarli Enclave LLP (formerly known as Tarli Enclave Private Limited)	Domjur	RS dag no.4007 LR dag no.4071	RS Khatian no.1829 LR Khatian no.4776	22
12	04895/2012	Desire Agro Resorts Development Private Limited	Prasana Plaza LLP (formerly known as Prasana Plaza Private Limited)	Domjur	RS dag no.5835 LR dag no.7336	RS Khatian no.143 LR Khatian no.2683	27
13	04896/2012	Desire Agro Resorts Development Private Limited	Tarli Properties LLP (formerly known as Tarli Properties Private Limited)	Domjur	RS dag no.4020 LR dag no.4084	RS Khatian no.1663 LR Khatian no.1208/1	12.20
14	06950/2012	Anil Baran Sahu	Tarli Enclave LLP (formerly known as Tarli	Domjur	RS dag no.4006 LR dag no.4070	RS Khatian no.1829 LR Khatian no.1376/1, 1801/1 &	4.96



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				Enclave Private Limited) (Purchaser)			5387/1	
				Desire Agro Resorts Development Private Limited (Confirming Party)				
15	01009/2013	1) Smt. Puspa Bala Naskar	Tarli Properties LLP (formerly known as Tarli Properties Private Limited) (Purchaser)	Domjur	RS dag no.4005 LR dag no.4069	RS Khatian no.1829 LR Khatian no.3568	6.60	
		2) Sushil Naskar	Swapan Shit (Confirming Party)					
16	01007/2013	1) Smt. Puspa Bala Naskar	Tarli Properties LLP (formerly known as Tarli Properties Private Limited) (Purchaser)	Domjur	RS dag no.4005 LR dag no.4069	RS Khatian no.1829 LR Khatian no.3568	12.72	
		2) Bhola	Adhir Majhi					



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		Naskar	(Confirming Party)				
		3) Smt. Aarati Chakraborty					
17	02472/2013	1) Smt. Rupa Naskar	Tarli Properties LLP (formerly known as Tarli Properties Private Limited)	Domjur	RS dag no.4020 LR dag no.4084	RS Khatian no.1663	5.75
		2) Sanjay Naskar					
		3) Basudeb Naskar					
		4) Nilmoni Naskar					
		5) Smt. Pratima Naskar					
		6) Tapan Naskar					
		7) Swapan Naskar					
		8) Kishori Mohan Naskar					
		9) Bibhuti Naskar					
		10) Dilip Naskar					
		11) Adhir Majhi					
18.	06947/2012		Tarli Enclave LLP		RS Dag No.	RS KH. No. 1829	4.96



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			(formerly known as Tarli Enclave Private Limited)		4005 LR Dag No. 4069	LR. KH. No.5948	
19	04872/2012		Tarli Enclave LLP (formerly known as Tarli Enclave Private Limited)		RS Dag No. 4006 LR Dag No. 4070	RS KH. No. 1829 LR. KH. No.1376/1, 1801/1, 5387/1	27.04
20	00922/2014		Prasana Complex LLP (formerly known as Prasana Complex Private Limited)		RS Dag No. 4022 LR Dag No. 4096	RS KH. No. 1128, 1232	4.96
				Total :			373.19



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KOLKATA
22 MAY 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 in the presence of:

Prasana Enclave LLP
K.V.

Designated Partner/Authorised Signatory
Prasana Plaza LLP

K.V.
Designated Partner/Authorised Signatory

Kay Vee Projects LLP

K.V.

Designated Partner/Authorised Signatory

Tarli Properties LLP

K.V.

Designated Partner/Authorised Signatory

Tarli Enclave LLP

K.V.

Designated Partner/Authorised Signatory

Prasana Complex LLP

K.V.

Designated Partner/Authorised Signatory

Sambha Complex LLP

K.V.

Designated Partner/Authorised Signatory

SIGNED AND DELIVERED

on behalf of the **DEVELOPER** at Kolkata in the presence of:

Apur Kundhary
C.K.S. Ray and
Kul - 1

Sukhesh Das
C.K.S. Ray Road, Kol - 1

DRAFTED BY:

Santam Karmakar
Advocate

F-345/06

H.C. Cent.

RICHMOND RAWALWARIA DEVELOPERS LLP
Authorized signatory/Partner



✓

OFFICE OF THE REGISTRAR OF COMPANIES, KOLKATA
22 MAY 2024

RECEIVED by the OWNERS of and from within named PROMOTER the within mentioned the Rs.50,00,000/- (Rupees fifty lakh) only being the deposit money as per memo below : **Rs.50,00,000.00**

MEMO OF CONSIDERATION

DD No.	Date	Drawn on	In favour of	Amount (Rs.)
000241	02.02.2021	ICICI BANK, TOPSIA BRANCH	KAY VEE PROJECTS PRIVATE LIMITED	50,00,000.00
			Total :	50,00,000.00

(Rupees fifty lakhs) only

WITNESSES :

Tapas Kulkarni

Kay Vee Projects LLP

K.V.
Designated Partner/Authorised Signatory

Snehasis Debnath



✓

OFFICE OF THE REGISTRAR OF COMPANIES,
KOLKATA
22 MAY 2024

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No. Signature of the executants and/or purchaser Presents



K. [Signature]

	LITTLE	RING	MIDDLE	FORE	THUMB
	(LEFT HAND)				
	THUMB	FORE	MIDDLE	RING	LITTLE
	(RIGHT HAND)				

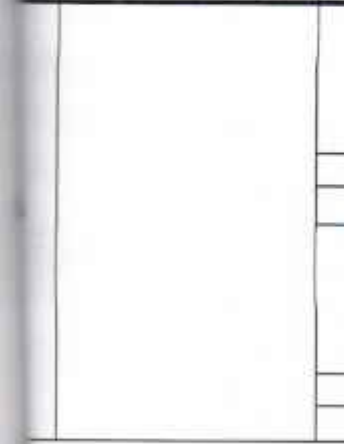


[Signature]

	LITTLE	RING	MIDDLE	FORE	THUMB
	(LEFT HAND)				
	THUMB	FORE	MIDDLE	RING	LITTLE
	(RIGHT HAND)				



	LITTLE	RING	MIDDLE	FORE	THUMB
	(LEFT HAND)				
	THUMB	FORE	MIDDLE	RING	LITTLE
	(RIGHT HAND)				



	LITTLE	RING	MIDDLE	FORE	THUMB
	(LEFT HAND)				
	THUMB	FORE	MIDDLE	RING	LITTLE
	(RIGHT HAND)				



✓

OFFICE OF THE REGISTRAR OF COMPANIES,
KOLKATA
22 MAY 2024

Major Information of the Deed

Deed No :	I-1904-07498/2024	Date of Registration	22/05/2024
Deed No / Year	1904-2001273232/2024	Office where deed is registered	
Deed Date	22/05/2024 12:16:32 AM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address Other Details	TAPAS KUMAR MAITY Village And Post Office Mohammadpur, WEST BENGAL,, Thana : Bhagwanpur, District : Purba Midnapore, WEST BENGAL, PIN - 721601, Mobile No. : 9874112262, Status :Solicitor firm		
Transaction	Additional Transaction		
[10] Sale, Development Agreement or Construction Agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 50,00,000/-]		
Forth value	Market Value		
	Rs. 7,89,83,204/-		
Stamp duty Paid(SD)	Registration Fee Paid		
75,071/- (Article:48(g))	Rs. 50,105/- (Article:E, E, B)		
Remarks			

Land Details :

Location: Howrah, P.S:- DOMJUR, Gram Panchayat: DOMJUR, Mouza: Domjur, JI No: 33, Pin Code : 711204

Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
LR-7332 (RS :-)	LR-4257	Bastu	Sali	6.53 Dec		10,24,009/-	Property is on Road
LR-4069 (RS :-)	LR-3568	Bastu	Sali	19.32 Dec		54,53,434/-	Property is on Road
LR-4084 (RS :-)	LR-1208/1	Bastu	Sali	17.95 Dec		50,66,725/-	Property is on Road
LR-4069 (RS :-)	LR-4776	Bastu	Sali	4.96 Dec		14,00,053/-	Property is on Road
LR-4070 (RS :-)	LR-1376/1	Bastu	Sali	32 Dec		90,32,602/-	Property is on Road
LR-4071 (RS :-)	LR-4776	Bastu	Sali	22 Dec		62,09,914/-	Property is on Road
LR-4097 (RS :-)	LR-2995	Bastu	Sali	36 Dec		1,01,61,677/-	Property is on Road
LR-4096 (RS :-)	LR-1128	Bastu	Sali	17 Dec		47,98,570/-	Property is on Road
LR-7338 (RS :-)	LR-1978	Bastu	Sali	70 Dec		1,09,77,120/-	Property is on Road
LR-7334 (RS :-)	LR-2819	Bastu	Sali	15.5 Dec		24,30,648/-	Property is on Road
LR-7331 (RS :-)	LR-2278	Bastu	Sali	20.43 Dec		32,03,751/-	Property is on Road
LR-7337 (RS :-)	LR-2687	Bastu	Sali	32 Dec		50,18,112/-	Property is on Road
LR-4085 (RS :-)	LR-1877	Bastu	Sali	10.33 Dec		29,15,837/-	Property is on Road

14	LR-7335 (RS :-)	LR-2336	Bastu	Sall	27 Dec		42,34,032/-	Property is on Road
15	LR-4083 (RS :-)	LR-2724	Bastu	Sall	10 Dec		28,22,688/-	Property is on Road
16	LR-7336 (RS :-)	LR-2683	Bastu	Sall	27 Dec		42,34,032/-	Property is on Road
	TOTAL :				368.02Dec	0 /-	789,83,204 /-	
	Grand Total :				368.02Dec	0 /-	789,83,204 /-	







and Lord Details :

Name,Address,Photo,Finger print and Signature
<p>KAY VEE PROJECTS LLP UNIMARK ASIAN, 14TH FLOOR,, 52/1, Shakespear Sarani, City:- , P.O:- CIRCUS AVENUE, P.S:-Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700017 Date of Incorporation:XX-XX-2XX2 , PAN No.:: AAxxxxx6D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative</p>
<p>TARLI PROPERTIES LLP UNIMARK ASIAN, 14TH FLOOR,, 52/1, Shakespear Sarani, City:- , P.O:- CIRCUS AVENUE, P.S:-Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700017 Date of Incorporation:XX-XX-2XX2 , PAN No.:: AAxxxxx7N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative</p>
<p>TARLI ENCLAVE LLP UNIMARK ASIAN, 14TH FLOOR, 52/1, Shakespear Sarani, City:- , P.O:- CIRCUS AVENUE, P.S:-Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700017 Date of Incorporation:XX-XX-2XX2 , PAN No.:: AAxxxxx6M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative</p>
<p>PRASANA COMPLEX LLP UNIMARK ASIAN, 14TH FLOOR,, 52/1, Shakespear Sarani, City:- , P.O:- CIRCUS AVENUE, P.S:-Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700017 Date of Incorporation:XX-XX-2XX2 , PAN No.:: ABxxxxx8A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative</p>
<p>SAMBHA COMPLEX LLP UNIMARK ASIAN, 14TH FLOOR, 52/1, Shakespear Sarani, City:- , P.O:- CIRCUS AVENUE, P.S:-Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700017 Date of Incorporation:XX-XX-2XX2 , PAN No.:: AExxxxx9K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative</p>
<p>PRASANA ENCLAVE LLP UNIMARK ASIAN, 14TH FLOOR, 52/1, Shakespear Sarani, City:- , P.O:- CIRCUS AVENUE, P.S:-Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700017 Date of Incorporation:XX-XX-2XX2 , PAN No.:: ABxxxxx1L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative</p>
<p>PRASANA PLAZA LLP UNIMARK ASIAN, 14TH FLOOR,, 52/1, Shakespear Sarani, City:- , P.O:- CIRCUS AVENUE, P.S:-Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700017 Date of Incorporation:XX-XX-2XX2 , PAN No.:: ABxxxxx5C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative</p>

Developer Details :

Name,Address,Photo,Finger print and Signature	
RICHMOND RAWALWASIA DEVELOPERS LLP 86A, TOPSIA ROAD SOUTH, 9TH FLOOR TOPSIA, City:- , P.O:- TOPSIA, P.S:-Topsia, District:-South 24-Parganas, West Bengal, India, PIN:- 700046 Date of Incorporation:XX-XX-2XX8 , PAN No.:: AAxxxxxx4N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative	

Representative Details :

Name,Address,Photo,Finger print and Signature			
Name	Photo	Finger Print	Signature
Mr KUMAR VARDHAN PATODIA (Presentant) Son of Mr HARSH BARDHAN PATODIA Date of Execution - 22/05/2024, , Admitted by: Self, Date of Admission: 22/05/2024, Place of Admission of Execution: Office		 Captured LTI 22/05/2024	 22/05/2024
UNIMARK ASIAN, 14TH FLOOR, 52/1, Shakespear Sarani, City:- , P.O:- CIRCUS AVENUE, P.S:- Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700017, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, Date of Birth:XX-XX-1XX4 , PAN No.:: Abxxxxxx8J, Aadhaar No: 38xxxxxxxx5966 Status : Representative, Representative of : KAY VEE PROJECTS LLP (as AUTHORISED SIGNATORY), TARLI PROPERTIES LLP (as AUTHORISED SIGNATORY), TARLI ENCLAVE LLP (as AUTHORISED SIGNATORY), PRASANA COMPLEX LLP (as AUTHORISED SIGNATORY), SAMBHA COMPLEX LLP (as AUTHORISED SIGNATORY), PRASANA ENCLAVE LLP (as AUTHORISED SIGNATORY), PRASANA PLAZA LLP (as AUTHORISED SIGNATORY)			
Name	Photo	Finger Print	Signature
Mr PRADEEP KUMAR AGARWAL Son of DEVRAJ AGARWAL Date of Execution - 22/05/2024, , Admitted by: Self, Date of Admission: 22/05/2024, Place of Admission of Execution: Office		 Captured LTI 22/05/2024	 22/05/2024
LAT NO.4A, MARUTI SADAN, 12, DOVER PARK, BALLYGUNGE CIRCULAR ROAD,, City:- , P.O:- BALLYGUNGE, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, Date of Birth:XX-XX-1XX0 , PAN No.:: Cxxxxxx8G, Aadhaar No: 54xxxxxxxx7930 Status : Representative, Representative of : RICHMOND RAWALWASIA DEVELOPERS LLP (as Designated Partner)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr TAPAS KUMAR MAITY Son of Mr KANAI LAL MAITY City:- Contal, P.O:- MAHAMMADPUR, P.S:-Bhagwanpur, District:-Purba Midnapore, West Bengal, India, PIN:- 721601		 Captured	
	22/05/2024	22/05/2024	22/05/2024

Identifier Of Mr KUMAR VARDHAN PATODIA, Mr PRADEEP KUMAR AGARWAL

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
	KAY VEE PROJECTS LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-0.932857 Dec
	TARLI PROPERTIES LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-0.932857 Dec
	TARLI ENCLAVE LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-0.932857 Dec
	PRASANA COMPLEX LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-0.932857 Dec
	SAMBHA COMPLEX LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-0.932857 Dec
	PRASANA ENCLAVE LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-0.932857 Dec
	PRASANA PLAZA LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-0.932857 Dec

Transfer of property for L10

Sl.No	From	To. with area (Name-Area)
	KAY VEE PROJECTS LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-2.21429 Dec
	TARLI PROPERTIES LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-2.21429 Dec
	TARLI ENCLAVE LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-2.21429 Dec
	PRASANA COMPLEX LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-2.21429 Dec
	SAMBHA COMPLEX LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-2.21429 Dec
	PRASANA ENCLAVE LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-2.21429 Dec
	PRASANA PLAZA LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-2.21429 Dec

Transfer of property for L11

Sl.No	From	To. with area (Name-Area)
	KAY VEE PROJECTS LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-2.91857 Dec
	TARLI PROPERTIES LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-2.91857 Dec
	TARLI ENCLAVE LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-2.91857 Dec
	PRASANA COMPLEX LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-2.91857 Dec
	SAMBHA COMPLEX LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-2.91857 Dec
	PRASANA ENCLAVE LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-2.91857 Dec
	PRASANA PLAZA LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-2.91857 Dec

Transfer of property for L12

Sl.No	From	To. with area (Name-Area)
	KAY VEE PROJECTS LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-4.57143 Dec
	TARLI PROPERTIES LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-4.57143 Dec
	TARLI ENCLAVE LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-4.57143 Dec
	PRASANA COMPLEX LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-4.57143 Dec
	SAMBHA COMPLEX LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-4.57143 Dec
	PRASANA ENCLAVE LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-4.57143 Dec
	PRASANA PLAZA LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-4.57143 Dec

Transfer of property for L13

Sl.No	From	To. with area (Name-Area)
	KAY VEE PROJECTS LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-1.47571 Dec
	TARLI PROPERTIES LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-1.47571 Dec
	TARLI ENCLAVE LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-1.47571 Dec
	PRASANA COMPLEX LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-1.47571 Dec
	SAMBHA COMPLEX LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-1.47571 Dec
	PRASANA ENCLAVE LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-1.47571 Dec
	PRASANA PLAZA LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-1.47571 Dec

Transfer of property for L14

Sl.No	From	To. with area (Name-Area)
	KAY VEE PROJECTS LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-3.85714 Dec
	TARLI PROPERTIES LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-3.85714 Dec
	TARLI ENCLAVE LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-3.85714 Dec
	PRASANA COMPLEX LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-3.85714 Dec
	SAMBHA COMPLEX LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-3.85714 Dec
	PRASANA ENCLAVE LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-3.85714 Dec
	PRASANA PLAZA LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-3.85714 Dec

Transfer of property for L15

Sl.No	From	To. with area (Name-Area)
	KAY VEE PROJECTS LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-1.42857 Dec
	TARLI PROPERTIES LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-1.42857 Dec
	TARLI ENCLAVE LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-1.42857 Dec
	PRASANA COMPLEX LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-1.42857 Dec
	SAMBHA COMPLEX LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-1.42857 Dec

6	PRASANA ENCLAVE LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-1.42857 Dec
7	PRASANA PLAZA LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-1.42857 Dec
Transfer of property for L16		
Sl.No	From	To. with area (Name-Area)
	KAY VEE PROJECTS LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-3.85714 Dec
	TARLI PROPERTIES LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-3.85714 Dec
	TARLI ENCLAVE LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-3.85714 Dec
	PRASANA COMPLEX LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-3.85714 Dec
	SAMBHA COMPLEX LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-3.85714 Dec
	PRASANA ENCLAVE LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-3.85714 Dec
	PRASANA PLAZA LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-3.85714 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
	KAY VEE PROJECTS LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-2.76 Dec
	TARLI PROPERTIES LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-2.76 Dec
	TARLI ENCLAVE LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-2.76 Dec
	PRASANA COMPLEX LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-2.76 Dec
	SAMBHA COMPLEX LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-2.76 Dec
	PRASANA ENCLAVE LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-2.76 Dec
	PRASANA PLAZA LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-2.76 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
	KAY VEE PROJECTS LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-2.56429 Dec
	TARLI PROPERTIES LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-2.56429 Dec
	TARLI ENCLAVE LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-2.56429 Dec
	PRASANA COMPLEX LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-2.56429 Dec
	SAMBHA COMPLEX LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-2.56429 Dec
	PRASANA ENCLAVE LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-2.56429 Dec
	PRASANA PLAZA LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-2.56429 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
	KAY VEE PROJECTS LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-0.708571 Dec
	TARLI PROPERTIES LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-0.708571 Dec
	TARLI ENCLAVE LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-0.708571 Dec

4	PRASANA COMPLEX LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-0.708571 Dec
5	SAMBHA COMPLEX LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-0.708571 Dec
6	PRASANA ENCLAVE LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-0.708571 Dec
7	PRASANA PLAZA LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-0.708571 Dec

Transfer of property for L5

Sl.No	From	To. with area (Name-Area)
1	KAY VEE PROJECTS LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-4.57143 Dec
2	TARLI PROPERTIES LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-4.57143 Dec
	TARLI ENCLAVE LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-4.57143 Dec
	PRASANA COMPLEX LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-4.57143 Dec
	SAMBHA COMPLEX LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-4.57143 Dec
	PRASANA ENCLAVE LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-4.57143 Dec
	PRASANA PLAZA LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-4.57143 Dec

Transfer of property for L6

Sl.No	From	To. with area (Name-Area)
	KAY VEE PROJECTS LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-3.14286 Dec
	TARLI PROPERTIES LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-3.14286 Dec
	TARLI ENCLAVE LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-3.14286 Dec
	PRASANA COMPLEX LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-3.14286 Dec
	SAMBHA COMPLEX LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-3.14286 Dec
	PRASANA ENCLAVE LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-3.14286 Dec
	PRASANA PLAZA LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-3.14286 Dec

Transfer of property for L7

No	From	To. with area (Name-Area)
	KAY VEE PROJECTS LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-5.14286 Dec
	TARLI PROPERTIES LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-5.14286 Dec
	TARLI ENCLAVE LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-5.14286 Dec
	PRASANA COMPLEX LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-5.14286 Dec
	SAMBHA COMPLEX LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-5.14286 Dec
	PRASANA ENCLAVE LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-5.14286 Dec
	PRASANA PLAZA LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-5.14286 Dec

Transfer of property for L8

No	From	To. with area (Name-Area)
	KAY VEE PROJECTS LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-2.42857 Dec

2	TARLI PROPERTIES LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-2.42857 Dec
3	TARLI ENCLAVE LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-2.42857 Dec
4	PRASANA COMPLEX LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-2.42857 Dec
5	SAMBHA COMPLEX LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-2.42857 Dec
6	PRASANA ENCLAVE LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-2.42857 Dec
7	PRASANA PLAZA LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-2.42857 Dec

Transfer of property for L9

Sl.No	From	To. with area (Name-Area)
	KAY VEE PROJECTS LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-10 Dec
	TARLI PROPERTIES LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-10 Dec
	TARLI ENCLAVE LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-10 Dec
	PRASANA COMPLEX LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-10 Dec
	SAMBHA COMPLEX LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-10 Dec
	PRASANA ENCLAVE LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-10 Dec
	PRASANA PLAZA LLP	RICHMOND RAWALWASIA DEVELOPERS LLP-10 Dec

and Details as per Land Record

District: Howrah, P.S:- DOMJUR, Gram Panchayat: DOMJUR, Mouza: Domjur, JI No: 33, Pin Code : 711204

Sl. No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
1	LR Plot No:- 7332, LR Khatian No:- 4257		Seller is not the recorded Owner as per Applicant.
2	LR Plot No:- 4069, LR Khatian No:- 3568		Seller is not the recorded Owner as per Applicant.
3	LR Plot No:- 4084, LR Khatian No:- 1208/1		Seller is not the recorded Owner as per Applicant.
4	LR Plot No:- 4069, LR Khatian No:- 4776		Seller is not the recorded Owner as per Applicant.
5	LR Plot No:- 4070, LR Khatian No:- 1376/1	Owner: কায়বে প্রজেক্টস, Gurdian: কায়বে প্রজেক্টস, Address: কায়বে প্রজেক্টস, Classification: কায়বে প্রজেক্টস, Area:0.11000000 Acre,	KAY VEE PROJECTS LLP
6	LR Plot No:- 4071, LR Khatian No:- 4776		Seller is not the recorded Owner as per Applicant.
7	LR Plot No:- 4097, LR Khatian No:- 2995		Seller is not the recorded Owner as per Applicant.
8	LR Plot No:- 4096, LR Khatian No:- 1128		Seller is not the recorded Owner as per Applicant.
9	LR Plot No:- 7338, LR Khatian No:- 1978	Owner: কায়বে প্রজেক্টস, Gurdian: কায়বে প্রজেক্টস, Address: কায়বে প্রজেক্টস, Classification: কায়বে প্রজেক্টস, Area:0.70000000 Acre,	KAY VEE PROJECTS LLP
10	LR Plot No:- 7334, LR Khatian No:- 2819		Seller is not the recorded Owner as per Applicant.

L11	LR Plot No:- 7331, LR Khatian No:- 2278	Owner:বন কাশা মোহ, Gurdian:কুল , Address:পাটসা , Classification:শদি, Area:0.32000000 Acre,	KAY VEE PROJECTS LLP
L12	LR Plot No:- 7337, LR Khatian No:- 2687	Owner:পঞ্চালন মোহ, Gurdian:হরিমদ , Address:দিজ , Classification:শদি, Area:0.16000000 Acre,	KAY VEE PROJECTS LLP
L13	LR Plot No:- 4085, LR Khatian No:- 1877		Seller is not the recorded Owner as per Applicant.
L14	LR Plot No:- 7335, LR Khatian No:- 2336	Owner:নয়ডে মোহ, Gurdian:ভরত , Address:পুর্কানওপাতা , Classification:শদি, Area:0.09000000 Acre,	KAY VEE PROJECTS LLP
L15	LR Plot No:- 4083, LR Khatian No:- 2724	Owner:পঙ্কু দশী, Gurdian:রাজেন্দ্র , Address:দিজ , Classification:শদি, Area:0.01500000 Acre,	KAY VEE PROJECTS LLP
L16	LR Plot No:- 7336, LR Khatian No:- 2683	Owner:পঞ্চালন মোহ, Gurdian:সবীমল , Address:পুর্কানওপাতা , Classification:শদি, Area:0.27000000 Acre,	KAY VEE PROJECTS LLP

Endorsement For Deed Number : I - 190407498 / 2024

On 22-05-2024

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 15:27 hrs on 22-05-2024, at the Office of the A.R.A. - IV KOLKATA by Mr KUMAR VARDHAN PATODIA ,.

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 7,89,83,204/-

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

Execution is admitted on 22-05-2024 by Mr KUMAR VARDHAN PATODIA, AUTHORISED SIGNATORY, KAY VEE PROJECTS LLP, UNIMARK ASIAN, 14TH FLOOR,, 52/1, Shakespear Sarani, City:- , P.O:- CIRCUS AVENUE, P.S:- Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700017; AUTHORISED SIGNATORY, TARLI PROPERTIES LLP, UNIMARK ASIAN, 14TH FLOOR,, 52/1, Shakespear Sarani, City:- , P.O:- CIRCUS AVENUE, P.S:- Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700017; AUTHORISED SIGNATORY, TARLI ENCLAVE LLP, UNIMARK ASIAN, 14TH FLOOR,, 52/1, Shakespear Sarani, City:- , P.O:- CIRCUS AVENUE, P.S:- Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700017; AUTHORISED SIGNATORY, PRASANA COMPLEX LLP, UNIMARK ASIAN, 14TH FLOOR,, 52/1, Shakespear Sarani, City:- , P.O:- CIRCUS AVENUE, P.S:- Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700017; AUTHORISED SIGNATORY, SAMBHA COMPLEX LLP, UNIMARK ASIAN, 14TH FLOOR, 52/1, Shakespear Sarani, City:- , P.O:- CIRCUS AVENUE, P.S:- Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700017; AUTHORISED SIGNATORY, PRASANA ENCLAVE LLP, UNIMARK ASIAN, 14TH FLOOR, 52/1, Shakespear Sarani, City:- , P.O:- CIRCUS AVENUE, P.S:- Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700017; AUTHORISED SIGNATORY, PRASANA PLAZA LLP, UNIMARK ASIAN, 14TH FLOOR,, 52/1, Shakespear Sarani, City:- , P.O:- CIRCUS AVENUE, P.S:- Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700017

Indetified by Mr TAPAS KUMAR MAITY, . . Son of Mr KANAI LAL MAITY, P.O: MAHAMMADPUR, Thana: Bhagwanpur, , City/Town: CONTAI, Purba Midnapore, WEST BENGAL, India, PIN - 721601, by caste Hindu, by profession Law Clerk

Execution is admitted on 22-05-2024 by Mr PRADEEP KUMAR AGARWAL, Designated Partner, RICHMOND RAWALWASIA DEVELOPERS LLP (Partnership Firm), 86A, TOPSIA ROAD SOUTH, 9TH FLOOR TOPSIA, City:- , P.O:- TOPSIA, P.S:-Topsia, District:-South 24-Parganas, West Bengal, India, PIN:- 700046

Indetified by Mr TAPAS KUMAR MAITY, . . Son of Mr KANAI LAL MAITY, P.O: MAHAMMADPUR, Thana: Bhagwanpur, , City/Town: CONTAI, Purba Midnapore, WEST BENGAL, India, PIN - 721601, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 50,105.00/- (B = Rs 50,000.00/- ,E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 50,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/05/2024 12:38PM with Govt. Ref. No: 192024250055568728 on 22-05-2024, Amount Rs: 50,021/-, Bank: SBI EPay (SBlePay), Ref. No. 9248104489739 on 22-05-2024, 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 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 806, Amount: Rs.50.00/-, Date of Purchase: 16/05/2024, Vendor name: S Sahoo
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 22/05/2024 12:38PM with Govt. Ref. No: 192024250055568728 on 22-05-2024, Amount Rs: 75,021/-,
Bank: SBI EPay (SBlePay), Ref. No. 9248104489739 on 22-05-2024, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2024, Page from 417391 to 417476
being No 190407498 for the year 2024.



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Digitally signed by MOHUL MUKHOPADHYAY
Date: 2024.05.31 13:13:40 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 31/05/2024
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.