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## INDIA NON JUDICIAL

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28-5-2022  
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certified that the Document is admitted in  
Registration. The Signature Sheet and the  
enclosed cheques attached to this document  
are the part of this Document.

Additional Registrar  
of Assurances-1, Kolkata

6-SEP-2022

11 JUL 2022

### DEVELOPMENT AGREEMENT

**THIS AGREEMENT** is made on this the 28<sup>th</sup> day of MAY, Two  
Thousand Twenty Two (2022) A.D.

### BETWEEN

(1) <sup>Koman</sup> **MR. ANJAN CHOWDHURY**, son of Late Satyabrata Chowdhury,  
having Aadhaar number: 6759 8773 0571, IT-PAN: ADBPC1064C, mobile  
number 9831134631, by occupation service, and **MRS. SUJATA  
CHOWDHURY**, wife of Mr. Anjan Chowdhury, having Aadhaar number:  
3056 3520 3242, IT-PAN: ADBPC1063F, mobile number 9830342812, by  
occupation retired, both by Nationality Indian, by faith Hindu and presently

Visit Case No. 1224 of 2022

J(1) - 250.00

J(2) - 500.00

Total - 750.00

Realised On 28/05/2022

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27 MAY 2022

No.....Rs. **10/-** Date.....

Name:..... **T.M. Pansu** .....

Address:..... **Advocate H. C. Cal** .....

Vendor:.....

**Alipur Collectorate, 24 Pgs. (S)  
SUBHANKAR DAS  
STAMP VENDOR  
Alipur Police Court, Kol-27**

*[Signature]*  
**(SOUMYA KANTI DASGUPTA)**

*[Signature]*

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**(ANJAN KUMAR CHOWDHURY)**



*[Signature]*  
**Sujata Chowdhury**

**ADEN. REGISTRAR  
OF ASSURANCES, KOLKATA  
28 MAY 2022**

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J. Das of 16E, J. M. Lane  
P.S. 2 P.O. Chetla Kal. 27  
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residing at HB-46, Salt Lake, Sector - 3, Kolkata: 700106, PO: IB Market, PS: Bidhannagar (South) , hereinafter called and referred to as the **OWNERS**(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, legal representatives, administrators and/or assigns) of the **ONE PART**.

**A N D**

**STHAPATI ENTERPRISES PRIVATE LIMITED**, a Private Company Limited by shares, having Corporate Identity Number (CIN):U45201WB2000PTC091583, Income Tax Permanent Account Number (IT PAN): AAGCS5233E and Goods & Service Tax Identification Number (GSTIN): 19AAGCS5233E1ZE, incorporated under the provisions of Companies Act 1956, having its Registered Office at 31/C, Sreemohan Lane, Kolkata: 700026, PO: Kalighat, PS: Tollygunge, represented herein by its present Managing Director-in-office, **MR. SOUMYA KANTI DASGUPTA**, son of Late Prafulla Kumar Dasgupta, having DIN (Director Identification Number): 00907739, mobile number: 9831061848, IT-PAN: ADOPD1262G, Aadhaar Number: 384099288585, by Nationality Indian, by faith Hindu, by Occupation Business, presently residing at IA-270, Sector-III, Salt Lake City, Kolkata: 700097, PO: Purbachal, PS: Bidhannagar (South), hereinafter called and referred to as the **DEVELOPER/SECOND PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the successor/s-in-office of the Company and also its executors, legal representatives, administrators and/or assigns) of the **OTHER PART**.

**WHEREAS** WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD., a Govt. Company incorporated under the Companies Act, 1956 (Act 1 of 1956) and the Planning Authority, as appointed by the State Government vide Order No. 1490-HI/HGN/NTP/1M-1/98 dated 14<sup>th</sup> September, 1999, in respect of the Planning Area declared as such under Notification No. 1423/HI/HGN/NTP/1M-1/98 dated 27<sup>th</sup> August, 1999, referred to as the "WBHIDCO LTD", has a Statewide mandate to provide

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larger supply of developed lands, and whose immediate focus area has been limited to the development of a planned town at New Town.

**AND WHEREAS** the collector of North 24 Parganas thereafter duly transferred right, title and interest in the said lands and also made over vacant possession over the said land to WBHIDCO Ltd free from all encumbrances upon payment of the price for compensation money for such lands.

**AND WHEREAS** upon such transfer of lands and possession thereof being handed over to the WBHIDCO Ltd, the WBHIDCO Ltd is lawfully seized and possessed of or is otherwise well and sufficiently entitled to the said land free from all encumbrances which include all that piece and parcel of land described in the Schedule hereunder written.

**AND WHEREAS** the WBHIDCO Ltd, in consonance with the main object and intent as spelt out in the Company's Memorandum of Association, has already developed, built and provided necessary infrastructures on the said lands for making it suitable for setting up the proposed township.

**AND WHEREAS** after having developed the said lands and building infrastructure thereon the WBHIDCO Ltd has demarcated afresh the said acquired lands in several plots under different categories and has made the same ready for allotment and sale to the prospective buyers.

**AND WHEREAS** Mr. Anjan Kumar Chowdhury and Mrs Sujata Chowdhury, the Owners herein, applied to the WBHIDCO Ltd for purchase of a piece and parcel of land being acquired portion thereof to erect a building thereon for residential purpose after complying with all formalities for allotment of such land by the WBHIDCO Ltd.

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ADDITIONAL REGISTRAR  
OF ASSURANCES - KOLKATA  
28 MAY 2022

**AND WHEREAS** by virtue of a Deed of Conveyance Mr. Anjan Kumar Chowdhury and Mrs Sujata Chowdhury, the First Party herein, became the sole and absolute owners in respect of the said homestead plot of land, having an area of about 150 sqm, a little more or less, specifically described in the Schedule A herein below and said deed was registered on 3<sup>rd</sup> December 2013 at the office of the Additional District Sub-Registrar, Rajarhat, North 24 Parganas and recorded in Book No. I, CD Volume No: 3, pages 9465 to 9479, being no: 01863 for the year 2014.

**AND WHEREAS** since then the Owners/The First Party herein, are in peaceful possession and enjoyment of the said property as absolute owners and recorded their names in the register of the New Town Kolkata Development Authority (NKDA) upon payments of all rates and taxes thereof, in respect to their individual tenement, land and said premises as absolute and indefeasible estate in fee simple or an estate equivalent thereto, which is marketable and free from all encumbrances.

**AND WHEREAS** in the meantime the family of the Owners grew in size and with an eye to have better residential accommodation for themselves, the Owners decided to develop their "Said Property", but due to paucity of fund and due to absence of necessary infrastructure and experience in matters of real estate development approached the Developer herein, Sthapati Enterprises Private Limited, a reputed Promoter/Developer of real estate properties, to develop the said property and construct new proposed building or buildings thereon as per the building plan/plans to be sanctioned for this purpose by the concerned authority (NKDA).

**AND WHEREAS** the Developer herein, Sthapati Enterprises Private Limited, agreed to develop the said property in accordance to the building plan to be

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sanctioned for this purpose by the NKDA and construct a new building thereon as per the plan/plans to be sanctioned by the NKDA.

**AND WHEREAS** the Owners have agreed to grant the Developer herein exclusive right to develop the "Said Property" described in the Schedule "A" hereunder written by causing preparation of a building plan and thereafter getting sanction thereof of the said building plan(s) for a multi-storeyed building to be situated on the land of the "Said Property" detailed in the Schedule "A" written hereunder and thereafter to construct a new building thereon in accordance with the building plan or plans thus sanctioned by the NKDA and/or other statutory authorities containing within itself the flats or spaces allotted to the Owners herein by virtue of these presents and detailed in the Owners' Allocation written hereinafter and upon completion of construction of the proposed new building handing over possession of the said Owner's Allocation to the Owner herein and thus for the Developer causing development of the "Said Property" detailed in the Schedule "A" written hereunder in the manner as described herein before the Owners herein are irrevocably agreeable to convey undivided proportionate indivisible and impartible share of land in respect of flats and/or commercial spaces and / or covered constructed spaces and / or car parking spaces and / or parking spaces and / or units comprised of combination of spaces to be erected thereon and belonging to and being part and parcel of the Developer's Allocation (detailed hereinafter) in accordance to the terms and conditions hereinafter appearing.

**AND WHEREAS** thus the Owners herein and the Developer herein have entered into this Agreement subject to the terms and conditions mutually agreed to by and between them and as contained herein below:

**NOW THIS AGREEMENT IS WITNESSETH AND IT IS HEREBY AGREED TO, CONFIRMED, ACCEPTED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

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ADDITIONAL REGISTRAR  
OF ASSURANCES, KOLKATA  
28 MAY 2022

**ARTICLE - I: THE OFFER:**

- 1.1 The Owners/First Party herein agree to get the "Said Property" whose details are mentioned in the SCHEDULE "A" written hereunder developed by the Developer/Second Party herein and the Developer agrees to develop the "Said Property" of the Owners herein subject to the terms and conditions contained herein.

**ARTICLE - II: DEFINITIONS OF SOME TERMS CONTAINED HEREIN:**

In these presents unless otherwise mentioned to the contrary or repugnant to the subject or context: -

- 2.1 **Owners:** shall mean **MR. ANJAN KUMAR CHOWDHURY**, son of Late Satyabrata Chowdhury, by occupation service, and **MRS. SUJATA CHOWDHURY**, wife of Mr. Anjan Kumar Chowdhury, by occupation retired, both by Nationality Indian, by faith Hindu and presently residing at HB-46, Salt Lake, Sector - 3, Kolkata: 700106, PO: IB Market, PS: Bidhannagar (South), and their respective heirs, executors, legal representatives, administrators, assigns etc.
- 2.2 **Developer:** Shall mean the said STHAPATI ENTERPRISES PRIVATE LIMITED, a Private Company Limited by shares incorporated under the Companies Act 1956 having CIN: U45201WB2000PTC091583, IT-PAN: AAGCS5233E, GSTIN: 19AAGCS5233E1ZE and its registered Office at 31/C, Sreemohan Lane, Kolkata: 700026, Police Station: Tollygunge, and its successors-in-office, assign, administrators and/or legal representatives.
- 2.3 **"Said Property"/"Said Mother Property":** shall mean the property as described in details the Schedule "A" hereunder written.

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NOTICE INVITING APPLICATIONS FOR REGISTRATION OF COMPANIES

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COMPANIES, KERALA  
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- 2.4 Building:** shall mean the building or buildings with necessary additional structure (if any) like Pump room, Night Watchman Booth etc. as will be constructed on the "Said Property" by the Developer herein as per the building plan or plans duly sanctioned/re-sanctioned/amended/extended by the concerned authorities.
- 2.5 Building Plan:** shall mean the plan or plans to be prepared or caused to be prepared by the Developer herein in accordance to this Agreement and correspondingly to be sanctioned by the NKDA and/or any other concerned authority(s).
- 2.6 Common facilities & common Amenities:** shall mean and include the corridor, stair cases, stair well, passages common passages, corridor (if any), entrance lobby to building, landing, pump room, overhead tank, water pump with motor, final roof(s) of the building(s) and other facilities and amenities which are required for proper enjoyment, provisions, maintenance and management of the building. It is detailed in the Schedule "E" written hereunder.
- 2.7 Saleable space:** shall mean the space in the said building available for independent use and occupation after making due provisions for common facilities and the space required thereof.
- 2.8 Architect:** shall mean such person or persons, association of persons, firm, company etc. to be appointed by the Developer for planning and sanctioning the building plan or plans, supervising the construction of the said proposed building and its completion thereof.
- 2.9 Transfer:** with its grammatical variation shall mean and be deemed to include transfer by possession or by any other means adopted for effecting the transfer of space under the Developer's Allocation in the

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REGISTRAR  
OF ASSURANCES, KOLKATA  
28 MAY 2022

proposed building to the nominee or nominees of the Developer herein.

- 2.10 Transferee:** shall mean the nominee or nominees of the Developer nominated by the Developer to the Owners to effect transfer of part or whole of the Developer's Allocation and shall mean person, firm, limited company, Association of persons to whom part or whole of the Developer's Allocation of space of the said proposed building may be transferred, i.e. in other words it shall refer to the purchaser/s of the Developer's Allocation.
- 2.11 Unit or space for occupation:** shall mean super-built up space in the building available for occupation by the transferee/s.
- 2.12 Owner's Allocation:** shall mean flats and sums of money agreed to be allocated, in accordance with the provisions hereinafter stated (and detailed in Article IV written hereunder) to the Owners.
- 2.13 Developer's Allocation:** shall mean the units/portions/flats/car parking spaces/ commercial spaces / other spaces to be situated in and around the proposed new building proposed to be lying and situated on the "Said Property" allocated in favour of the Developer herein and detailed in Article V written hereunder.
- 2.14 Flat:** shall mean the flats and/or apartments and/or other space or spaces intended to be built and constructed and/or constructed Net Area capable of being occupied independently together with proportionate (to the net area of the flat) undivided impartible share in the land of the said property and proportionate (to the net area of the flat) undivided impartible share and user's interest in the common areas and facilities described in the Schedule "E" written hereunder.

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ADDITIONAL REGISTRAR  
OF ASSURANCES-I, KOLKATA  
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**2.15 Garage/Car Parking space:** shall mean the space/s provided on the ground floor in the said building as well as outside the building but within the land of the premises described in the Schedule "A" written hereunder where purchasers/allottee of the said space may park his/her/their vehicles but through which the Purchasers will allow ingress and egress rights to other co-owners of flats in the same building only when the said Car Parking Space is vacant (i.e. not occupied by any of its Purchasers'/Allottees' Vehicle/s).

**2.16 Goods & Service Tax (GST):** Shall mean and refer to the GST payable by the owners / occupier of a flat / apartment / space on then prevalent rate on the cost of such flats / apartments / spaces. GST shall mean the sum total of Central GST payable as per CGST Act 2017 and State GST payable as per West Bengal GST Act 2017 implemented (Pan India except for the state of Jammu & Kashmir) where GST was promulgated w.e.f 8<sup>th</sup> July, 2017). Entry No. 5 -of Schedule II [see section 7] (of both the Central Act & State Act) - (supply of services) stipulates that "*The following shall be treated as supply of services, namely:*

a) *renting of immovable property;*

b) Construction of a complex, building, civil structure or a part thereof, including a complex or building intended for sale to a buyer, wholly or partly, except where the entire consideration has been received after issuance of completion certificate, where required, by the competent authority or after its first occupation, whichever is earlier.

c) The expression "construction" includes additions, alterations, replacements or remodeling of any existing civil structure;"

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ADDITIONAL REGISTRAR  
OF LAND REVENUE, KOLKATA  
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The Goods & Service Tax relating to development and construction being done by developer shall be paid by the Developer who shall comply with the applicable provisions regarding the same and keep the Transferees indemnified with regard thereto. The Goods & Service Tax in respect of the transfer of the Units to the Transferees shall be payable by the Transferees and shall be collected by the Developer from the Transferees (including lessees, in respect of any units that may be retained by/ transferred to them). The Developer shall pay the Goods & Service Tax payable, to the concerned authority in accordance with law in respect of such transfer of the Units to the Transferees. In case of any tax liability affixed by the tax authorities on the lessees, due to an unforeseen interpretation, at a future date, the lessees shall not be entitled to recover the same from developer.

GST payable on Owner's Allocation detailed hereinafter shall be borne solely by the Owners and if required will be recovered by the Developer from amounts of money payable to the Owners (if any) under Owner's Allocation herein or separately from the Owners.

**2.17 Tax Deduction at Source (TDS):** Shall mean and refer to Income Tax deductible at source from all payments by the Developer to the Owners herein as per these presents Under Section 1941C of the Income Tax Act, 1961.

**2.18 With The Grammatical Variation:** Shall mean transfer by means of conveyance and shall include transfer by possession and/or by any other means adopted for effecting what is understood as a transfer of space with impartible undivided interest of land proportionate to the flat and the right of use in common space in multi-storeyed building to the Purchasers thereof.

**2.19 The Words Imparting Singular:** shall include plural and vice-versa.

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- 2.20 The Words Imparting Masculine:** shall include feminine and neuter gender and similarly imparting feminine shall include masculine and neuter gender.

**ARTICLE - III: INTERPRETATIONS:**

- 3.1** In reference to a statute shall include any statutory extension or modification of such statute and any rules, regulations or orders made there under.
- 3.2** Any covenant by the Owners and/or the Developer not to act or do anything shall be deemed to include his/her/its/their obligation no to permit the said Act or thing to be done.
- 3.3** The paragraphs headings do not form part of this Agreement and have been given only for the sake of convenience and shall not be taken into account for the construction of the interpretation.

**ARTICLE - IV: OWNERS' ALLOCATION:**

- 4.1 BASIS OF OWNER'S ALLOCATION:** The basis of this development agreement is that in consideration of the Owners herein giving exclusive right and authority to the Developer herein to develop the Schedule "A" defined Said Property in terms of these presents, the Owners herein shall be allocated to receive a total of 50% (Fifty percent only) of the total sanctioned floor area in the proposed to be constructed new building from the first floor and above floors, which shall be constructed in accordance to the building plan or plans to be sanctioned in the near future (with provisions for addition/alteration to the said sanctioned building plan provided

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Assurances-I, Kolkata

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however such addition/alteration will not in any way affect the Owner's Allocation as detailed hereinafter).

**4.2 TYPE OF THE PROPOSED NEW BUILDING:** As per the envisaged building plan already caused to be prepared by the Architect engaged by the Developer and consequently approved by the owners and proposed to be sanctioned in the names of the Owners herein (with provisions for addition/alteration to the said sanctioned building plan provided however such addition/alteration will not in any way affect the Owner's allocation as detailed herein) by the concerned statutory authority, the proposed new building to be built on the land of the Schedule "A" detailed property will be a Ground plus multiple storey type building (with provisions for extension to the said building plan) housing within itself multiple self-contained flats / apartments other spaces of different dimensions on the above ground floors of the proposed new building in addition some car parking and other spaces on the ground floor:

**4.3 AGREEMENT BETWEEN THE OWNERS AND THE DEVELOPER HEREIN:** With a view to fixing the Flats and car parking spaces to Owners herein as per the Owners' Allocation of these presents, the Owners herein and the Developer herein came to the following mutually accepted agreement or Arrangement:

- (a) The Owners herein will take the third floor and fourth floor comprising 50% of the plinth or covered area of the first to fourth floors of the proposed new building as per the plan envisaged to be sanctioned and the Developer will take the first floor and second floor comprising 50% of the plinth or covered area.
- (b) If any additional floor is sanctioned and subsequently built by the Developer herein over and above the fourth floor then such constructed floors shall belong to the Developer herein exclusively but the Developer shall financially compensate for 50% of the



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OF ASSURANCE & COLLECTOR  
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Owner's Allocation taken over by the Developer at a pre fixed rate to be decided mutually between the Owners and the Developer (if such a situation at all arises) as financial compensation for area under Owner's Allocation surrendered to the Developer herein.

- (c) The Owners shall be allocated to receive one car parking space to park the car within the land / building of the Schedule "A" detailed hereunder property within the proposed new building proposed to be constructed as per the building plan envisaged to be sanctioned and/or on the premises of land detailed in Schedule A written hereunder. The said allocation will be notified by the Developer herein to the owners herein on a later date after sanctioning of the building plan envisaged to be sanctioned.
- (d) Applicable GST on the Owner's allocation will be borne by the Owners only.
- (e) Any payment by the Developer to the Owners as per these presents will be subjected to TDS under Section 194IC of the Income Tax Act, 1961.
- (f) Other than the above detailed areas spaces the owners and/or anyone claiming under the authority of the Owners herein shall not claim or demand anything extra or in excess thereof from the Developer herein under any circumstances whatsoever.
- (g) As per the above detailed agreement between the Owners and the Developer herein the Owner's Allocation is detailed hereinafter.

**4.4 COVENANTS, AGREEMENTS & UNDERTAKING BY THE OWNERS NOT TO CLAIM AND/OR DEMAND ANYTHING IN EXCESS OF WHAT IS EXPRESSLY WRITTEN UNDER THE OWNERS' ALLOCATION:** The owners herein covenant and agree with the Developer and undertake irrevocably and voluntarily that apart from the above mentioned flats and car parking spaces, as above, the owners herein and/or anyone claiming through the authority of the owners herein shall neither claim, demand interfere whatsoever nor

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shall receive (anytime now and/or in the future under any pretext whatsoever) anything else in terms of space allocation or money or combination of the two or in any other kind measure out of the Development of the said property in accordance to terms and conditions as laid down herein in this instant agreement and the remaining spaces (other than those coming under the Owner's Allocation as detailed in clause 4.3 as above) by whatever terminology it may be called or distinguished (and proceeds from transacting the same) shall unquestionably, undisputedly and irrevocably belong to the Developer and/or its nominee or nominees as part and parcel of the Developer's Allocation mentioned hereinafter.

- 4.5 FURTHER AGREEMENT ON THE DEVELOPER GETTING ALLOCATION OF ANY ADDITIONAL FLOOR THAT MAY BE SANCTIONED OVER & ABOVE THE PROPOSED "G+4" STOREY BUILDING IN LIEU OF MONEY PAYABLE TO THE OWNERS:** It has been agreed between the parties hereto that if any additional floor(s) over & above the proposed "G+4" storey building is sanctioned by the concerned statutory authority and subsequently constructed / built by the Developer herein then that floor(s) shall belong in its entirety to the Developer herein but the Developer shall pay unto the owners herein a non-returnable sum of money @ Rs. 4,000/- per Sq.Ft for 50% of such additional space sanctioned, if any, as financial compensation for area under Owner's Allocation surrendered to the Developer herein.

**ARTICLE - V: DEVELOPER'S ALLOCATION:**

- 5.1** The Developer shall get the remaining [i.e. after deducting the Owner's Allocation as detailed in the preceding article No: IV(as detailed in clause 4.3) of the proposed building from the total built up and other areas provided for in the proposed building and in

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Additional Registrar of  
Assurances-1, Kolkata

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the "Said Property") portion of proposed building and the "Said Property" constructed as per the plan or plans to be sanctioned and/or further extended/amended/rectified by the concerned Authority/s including the remaining (i.e. by deducting the Owner's Allocation from the total number available in the said proposed building) flats and car parking spaces, total roofs and the remaining open spaces together with proportionate undivided, impartible share or interest of land of the "said property" detailed in the SCHEDULE "A" mentioned hereinafter together with proportionate right, title, interest in the common facilities and amenities available or to be made available at the "Said Property" upon construction of said proposed building and as detailed in the SCHEDULE "E" written hereinafter for accessing which the Developer and/or its nominee(s) and/or Allottees under the Developer's Allocation will have to bear the proportionate common expenses written in the SCHEDULE "F" hereunder written together with absolute right on part of the Developer to enter into Agreement for Sale, transfer, lease, rent, mortgage and/or in any way deal with the portion of the property allotted to Developer herein by virtue of this Developer's Allocation

**ARTICLE - VI: COMMENCEMENT:**

- 6.1 This Agreement shall deem to have been commenced with effect from the day month and year first above written.

**ARTICLE-VII: TIME LIMIT FOR COMPLETION OF THE OWNER'S ALLOCATION:**

- 7.1 The Developer shall construct the building as per the plan/plans to be sanctioned by the concerned authority/s with provisions from amendment/rectification/extension to the said sanctioned plan subject to the provision that any change in the Owner's Allocation as

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envisaged herein must be previously approved by the Owners in writing and complete the said Owner's Allocation as written hereinabove in Article IV and further detailed in the SCHEDULE "B" hereinafter written and make the same habitable as per the "Detailed Specification" written in the SCHEDULE "D" mentioned hereinafter within a maximum limit of 48 (forty eight) months from the date of sanctioned building plan delivered from the NKDA Building Department and/or from the date of the developer receiving from the owners khas, vacant, peaceful, undisturbed and unconditional possession of the Schedule "A" detailed "Said Property", whichever is later of the two.

- 7.2** However it shall be the responsibility of the developer to pay the Building Plan sanction fees (including allied fees like Drainage Development fees water fees etc.) to the concerned authority and take delivery of the Sanctioned Building Plan and Permit.
- 7.3** However the time limit as mentioned just above may be extended on mutual consent and agreement of both the parties hereto which shall be reduced into writing.
- 7.4** However the Developer shall not be bound by any limited time frame to complete the Developer's Allocation and its commercial exploitation thereof by the Developer and the Owners herein shall not do or cause to do anything by which or means of which the Developer can be or shall be prevented in constructing and completing the Developer's allocation of the "Said Property" and its commercial exploitation thereof by the Developer and this shall mean that whenever called upon by the Developer the Owners shall execute and or perform their obligations as mentioned elsewhere herein.

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- 7.5 The Developer shall apply for & obtain Construction Completion Certificate from NKDA & upon the same being made available to the Developer a copy of the same will be immediately passed on to the Owners herein. However the certificate of the Architect/L.B.S. in-charge of supervision certifying the completion of the said new building will suffice in the Developer declaring completion of construction of Owner's Allocation in the said building as mentioned elsewhere herein.

**ARTICLE-VIII: OWNER'S RIGHTS & REPRESENTATIONS:**

- 8.1 The Owners represented that they are the sole and absolute Owners of and are seized with and possessed of or otherwise sufficiently entitled to the "Said Property" and have agreed to deliver to the Developer free, peaceful, unconditional and Khas possession to the Developer simultaneously with the execution of these presents and/or at any time up to the sanctioning of the building plan as per the requirement and/or choice of the Developer to take such delivery of possession to be determined solely by the Developer at its own choice and discretion.
- 8.2 That the "Said Property" is free from all encumbrances, charges, liens, attachments, trusts, acquisitions or requisitions whatsoever or howsoever and the Owners have a free clear, indefeasible, marketable title in respect of the "Said Property" and basing upon this the Owners are completely entitled to enter into this Agreement with the Developer.
- 8.3 That the Owners have not entered into any agreement for sale or transfer of whole or part of the "Said Property", save this one being executed today and further agree not to do so during the subsistence

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DECLARATION OF THE REGISTRAR

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ADDITIONAL REGISTRAR  
CLASS 4 - SSI, KOLKATA  
20 MAY 2022

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of this Agreement unless the same is approved in writing by the Developer herein.

- 8.4 Nobody except the Owners have any claim, right, title and/or demand over in respect of the "Said Property" and/or any portion thereof.
- 8.5 No notice of acquisition or requisition has been received or has been served upon the Owners nor the Owners have any knowledge of or are aware of any such notice or orders of acquisition or requisition in respect of the "Said Property" or any part thereof.
- 8.6 There is no excess vacant land at the "Said Property" within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 and if required the Owners herein shall apply for and obtain the necessary clearance certificate from the Competent Authority appointed under the provisions of Urban Land (Ceiling & Regulations) Act, 1976.
- 8.7 That there is no suit or proceeding pending in any Court of Law regarding the title in respect of the "Said Property" or any part thereof.
- 8.8 The Developer is entering into this Agreement strictly on the representations and/or assurance made and/or contained herein on the part of the Owners.

**ARTICLE - IX: OWNER'S OBLIGATIONS:**

- 9.1 Immediately with the execution of this Agreement the Owners will allow the developer to install and fix a Board on the said land and premises and the Developer shall be also eligible to publish advertisement inviting offers for acquiring dwelling flats and/or units comprised in the said multi-storeyed building under the Developer's Allocation to be constructed on the said land and premises, but the

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ADDITIONAL REGISTRAR  
OF ASSURANCE  
98 MAY 2022

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Owners will not charge any rent or occupation charges for fixing board at the said land and premises nor raise any objection to the same.

- 9.2** To sign execute and register a boundary declaration of the said property if required by the developer as prepared by the Developer and/or its advocate / Architect at the cost of the Developer.
- 9.3** The Owners hereby agree that the Developer shall prepare or caused to be prepared of the building plan/s to be sanctioned by the concerned authority/s and/or shall prepare all such further necessary plans, documents etc. (if any required) and submit the same to the appropriate authorities being NKDA or any other authorities concerned to obtain approval of the said authority or any other agency, Government body or statutory authority that may be required to obtain the said sanction of the said plan which shall contain the Owner's Allocation as detailed hereinbefore and the Owners further agree to facilitate the completion of the construction of the said proposed multi-storeyed building as per the sanctioned building plan or plans.
- 9.4** The Owners hereby agree that whatever called upon, the Owners shall sign all plans, papers and documents and affirm all affidavits and sign and make any declaration or execute or cause to be done all acts, deeds and things that may be called for and may be necessary in connection with and/or relating to and/or any way required for obtaining sanction or approval or further sanction, extension, amendment of the said building plan by NKDA or any other authority and thereafter construction of the multi-storeyed building subject to its extent of legality.

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ADDITIONAL REGISTRAR  
OF ASSAM, DISA, KOLKATA  
28 MAY 2022

- 9.5 The Owners shall handover to the Developer, free peaceful unconditional and Khas possession of the Schedule "A" detailed hereunder property to the Developer either upon execution of these presents or any time up to the sanctioning of the building plan as per the requirement and/or choice of the Developer to take such delivery of possession who (i.e. the Developer) then shall have the exclusive right and authority to dismantle the existing structure thereon and sell the debris and salvaged items to any person/association of person/company of their choice and keep such sale proceeds with themselves without any interference, claim demand whatsoever from the owners herein and/or anyone claiming through under the authority of the owners herein.
- 9.6 The Owners shall answer and comply with all requisitions of the Developer and the Developer's and/or its nominee(s) Advocate(s) as be required in connection therewith.
- 9.7 The Owners hereby agree to sell, transfer, grant, convey, assure and assign unto the Developer and/or its nominee or nominees the said undivided share of land in proportion to the Developer's Allocation and as a consideration against this, the Owners agree to receive the apparent consideration mentioned in Article XI written hereinafter.
- 9.8 The Owners hereby authorise the Developer to enter into separate agreement/s for sale of the undivided proportionate interest in the said land with the nominee or nominees of the Developer who may be nominated by the Developer to the Owners in respect of the said undivided share or interest in the said land under the Developer's Allocation intended to be sold by the Developer to the nominee or nominees of the Developer (i.e. in other words proposed purchaser(s) of the Developer's Allocation in the building and land of the "Said Property"). The Owners shall execute the corresponding Deed or

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ADDITIONAL REGISTRAR  
OF ASSURANCES, KOWLOON  
28 MAY 2022



Deeds of conveyance in respect of the undivided proportionate share or interest of the land under the Developer's Allocation as per the Developer's call upon the Owners and register the same at the cost of the said nominees of the Developer.

- 9.9** The Owners hereby agree that all Agreement/s mentioned in the last preceding clause relating to the "Agreement for Sale" to be entered into with the nominee or nominees of the Developer shall be signed by the Owners if required at the costs of the Developer, either as a Vendor and/or as Confirming party subject to its complete legality only in respect of the Developer's Allocation.
- 9.10** In the event of any reason triggered by any wilful act of the Owners herein or for any act of default of the Owners herein the scheme as envisaged hereby and the terms of this Agreement cannot be executed, in that event the Owners shall refund to the Developer all sums of money that the Developer may have incurred towards developing the "Said Property" till that day together with interest @ 24% per annum and liquidated damages. The Developer shall retain possession of the said premises in whatsoever state or condition the said premises may be until all such payment due and payable by the Owners to the Developer under this clause or payable under any other clause herein has been paid by the Owners to the Developer.
- 9.11** The Owners shall be liable to pay all outgoing including rent, taxes and or any sums of money that may be payable in respect of the said land/or premises to the Government or any other Authorities, Local Bodies, NKDA, etc. up to the date of handover of Khas and peaceful possession of the "Said Property" to the Developer herein as per this Agreement and thereafter all such taxes shall be paid by the Developer till such a time when the Owner's Allocation is handed over to the Owners herein.

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**9.12** The Owners do hereby further assure and confirm the Developer that the Owners shall not deal with or transfer their interest as Owners of land in the "Said Property" in general and the Developer's Allocation in particular or any part thereof to any person/s who are not nominated by Developer and the Owners shall only enter into Agreement for Sale in respect of the "Said Property" appertaining to the Developer's Allocation with the intending purchaser or purchasers or transferee/s nominated by the Developer and the Owners shall execute and register the proper Deeds of Conveyances in favour of either the Developer or person/s nominated by the Developer and the Owners by themselves shall not procure any person/s as the purchaser or purchasers of the "Said Property" in general and the Developer's Allocation in particular. However the cost of preparing executing and registering (if registered) any such Agreement(s) for Sale and/or corresponding conveyances as mentioned herein in this clause relating to part/or whole of the Developer's Allocation herein shall be borne by the Developer and/or its nominee(s) only and the Owners shall have no liability in this regard but the Owners shall have every right to transfer their (i.e. the Owners) Allocation to any person of their (the Owners) choice at their suitability except that the Owners shall not dilute their rights and authority as Owners of the "Said Property" before the Developer has completed the commercial exploitation of the Developer's Allocation in terms of this Agreement and this includes that the Owners herein shall not assign their rights and authority as Owners of the "Said Property" during the subsistence of this Agreement to anyone without exclusive prior written permission of the Developer herein.

**9.13** The Owners herein further agree with the Developer that during the period of subsistence of this Agreement including planning and sanctioning of the building plan of the proposed new building,

**9.12** The Owners do hereby further assure and confirm the Developer that the Owners shall not deal with or transfer their interest as Owners of land in the "Said Property" in general and the Developer's Allocation in particular or any part thereof to any person/s who are not nominated by Developer and the Owners shall only enter into Agreement for Sale in respect of the "Said Property" appertaining to the Developer's Allocation with the intending purchaser or purchasers or transferee/s nominated by the Developer and the Owners shall execute and register the proper Deeds of Conveyances in favour of either the Developer or person/s nominated by the Developer and the Owners by themselves shall not procure any person/s as the purchaser or purchasers of the "Said Property" in general and the Developer's Allocation in particular. However the cost of preparing executing and registering (if registered) any such Agreement(s) for Sale and/or corresponding conveyances as mentioned herein in this clause relating to part/or whole of the Developer's Allocation herein shall be borne by the Developer and/or its nominee(s) only and the Owners shall have no liability in this regard but the Owners shall have every right to transfer their (i.e. the Owners) Allocation to any person of their (the Owners) choice at their suitability except that the Owners shall not dilute their rights and authority as Owners of the "Said Property" before the Developer has completed the commercial exploitation of the Developer's Allocation in terms of this Agreement and this includes that the Owners herein shall not assign their rights and authority as Owners of the "Said Property" during the subsistence of this Agreement to anyone without exclusive prior written permission of the Developer herein.

**9.13** The Owners herein further agree with the Developer that during the period of subsistence of this Agreement including planning and sanctioning of the building plan of the proposed new building,

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construction of the proposed new building, its completion thereof and its commercial exploitation thereof in terms of this agreement by the Developer herein, the Owners herein shall not do any/or cause to do or be done anything related to Developer's part of the construction and the Developer's allocation in particular like transfer, sale, mortgage, create charge, lien, lispensens in anyway whatsoever, rent, sublet and/or otherwise do anything by means of which the rights available to them (Owners) as Owners of the land may be compromised in any fashion whatsoever only in respect of Developer's allocation. However such covenant by the Owners as mentioned herein in this clause shall not constitute as a constrain in the Owners dealing with the Owner's Allocation in any fashion they may deem fit and is legally permitted to do so long as such a dealing/s by the Owners regarding the Owner's Allocation do not dilute the rights available to the Owners herein as Owners of the land / "Said Property" vis-à-vis in dealing with the Developer's Allocation as and when called upon by the Developer to do so.

- 9.14** The Owners herein hereby agree and covenant with the developer herein not to do any act deed or thing whereby the Developer shall be prevented from planning constructing and completing the said proposed new building and/or do any other work relating to the said building nor to cause any interference or hindrance in the matter of construction lawfully made and doing any other lawful work in respect of the said building at the said premises by the developer herein subject to the developer complying with and/or acting in consonance with the terms and conditions as contained in this Agreement subject to the Force Majeure clause contained hereinafter.
- 9.15** The Owners hereby agree and covenant with the developer not to do any act or deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's

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Allocation portion in the building or of the "Said Property", subject to the Developer complying with the terms and conditions of this Agreement.

**ARTICLE - X: DEVELOPER'S RIGHTS AND RESPONSIBILITIES:**

- 10.1** The Owners hereby grant to what have been stated hereinafter the exclusive right to the Developer to plan, build, construct, erect & complete the proposed building after obtaining necessary sanction or sanctions from the appropriate authorities as per their rules and regulations with or without amendment and/or modification caused by the Developer in accordance with the rules of the said authorities
- 10.2** That the Developer after consultation with the Owners shall be entitled to prepare modify and alter the plan as per NKDA's rules and/or bye-laws and submit the same to the appropriate authorities in the names of the Owners and at the developer's cost to get the same sanctioned and the developer shall further pay and bear all fees including the architect's fees, charges, expenses required to be paid and/or deposited for obtaining such approval from the said Authority and provided however the construction of the said building on the property shall be done exclusively by the Developer through either their own resources or through their appointed contractor/s who may be appointed in consonance with this agreement and they (the developer) will be entitled to all refunds of the payments and/or deposits made by the Developer. However the Owners shall sign execute all necessary papers and documents whenever required to be obtained for such approval for construction of the proposed building.
- 10.3** The Owners agree that the Developer shall have the exclusive authority to appoint architect or architects of the choice of the



developer in respect of the planning, sanctioning, supervising construction unto completion and obtaining occupancy/completion certificate of the said proposed multi-storied building.

- 10.4** The Developer shall be entitled to raise loans at their own risk from any Nationalised, private sector or schedule Banks, recognised Financial Institution and/or from the market for the development of the said land and for construction of the said multi-storied building without creating any financial liability upon the Owners herein and the Owners herein shall always be indemnified thereof.
- 10.5** The Developer hereby agrees that the Owner's Allocation would be handed over prior to and/or simultaneously with handing over of the flats under Developer's allocation.
- 10.6** The parties hereby agree that in the event the Developer chooses to sell part or whole of the constructed areas under the Developer's Allocation being flats and/or units in the said proposed multi-storied building subsequent to the construction of the said multi-storied building and/or during or before the period of construction of the said multi-storied building the Developer shall be entitled to enter into one or more than one Agreement/s with the nominee/s of the Developer to sell the Flats, Apartment, Commercial Spaces, shops, Car Parking spaces, units etc. together with proportionate share of land and common areas and utilities under the Developer's Allocation in the said multi-storied building and the Owners agree to join in those Agreement/s for Sale as confirming party so as to confirm the subsequent transfer of proportionate land area to the Developer or their nominee/s during the execution of the corresponding conveyance subject to the other terms and conditions in these presents.

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- 10.7** The parties hereto agree that in the event any of the intending purchaser nominated by the Developer makes default and loses their right to acquire and undivided proportionate share of land (together with the flat and/or unit proposed to be purchased by the said purchaser/s) then the Developer shall be entitled to enter into further Agreement with other nominee or nominees in respect of the said undivided portion of the land (together with the said Flat and/or unit proposed to be purchased by the said defaulting purchaser) being the subject matter of the Agreement which the Developer may have entered into previously and which may stand terminated on account of default of the said intending purchaser and/or nominee or nominees of the said Developer.
- 10.8** The Developer shall have deed/s of conveyance executed in respect of the said undivided proportionate share of the said land sold conveyed and transferred either to the Developer and/or to the nominee or nominees of the Developer in respect of the undivided proportionate share in the said land together with constructed areas being flats, car parking space and/or units under the Developer's Allocation only as and when the Developer on its absolute discretion, may think fit and proper and the Owners agree to join in such deed/s as Vendor of the land.
- 10.9** The Owners hereby agree that the Developer shall be entitled to enter into all other Agreement(s) that the Developer may think fit just and expedient for the purpose of construction of the said multi-storied building either on their own behalf or on behalf of the nominee or nominees that may be nominated by the Developer in accordance with the terms and conditions of this Agreement and by virtue of the power hereby granted by the Owners to the Developer.

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ADDITIONAL REGISTRAR  
OF ASSAM, DISPUR  
23 MAY 2022

**10.10** That after completion of the said building including the said Owner's Allocation as written hereinbefore and detailed in the SCHEDULE "B" hereunder written as per the specifications mentioned in the SCHEDULE "D" hereunder and after handing over of the Owner's Allocation of the building by the developer to the Owners in terms of this agreement the Developer shall be responsible and/or liable for any defect in any item of works or construction of the said floor area under the Owner's Allocation for a period of 1 (one) year only from the date of issue of intimation of completion of construction of the Owner's Allocation (as verified/certified by the Architect-in-charge of the project).

**10.11** The Developer shall be entitled to assign all its right title and interest of this Agreement as per the terms and conditions contained in this Agreement only to any nominee or nominees of the Developer i.e. purchaser(s) of the Developer's Allocation at any time during the subsistence of this Agreement.

**10.12** The parties hereto hereby agree that the Developer shall be entitled to take all steps and/or decisions relating to the management of the said proposed multi-storeyed building immediately upon its completion thereof.

#### **ARTICLE - XI: APPARENT CONSIDERATION:**

**11.1** In consideration of the Owners having agreed to permit the Developer for development of the "Said Property" and commercially exploit the Developer's allocation of the "Said Property" as per these presents the Developer agrees as follows :-

- a) At their own cost (of the Developer) to prepare or caused to be prepared of the building plan which shall include the Owner's

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ADDITIONAL REGISTRAR  
OF ASSISTANTS, KOLKATA  
28 MAY 2022

Allocation as written hereinbefore with provisions for addition alteration to the said plan without altering (if not so permitted in writing by the Owners) the portion allocated to the Owners by virtue of the said Owner's Allocation as mentioned hereinbefore; get the said building plan or plans duly sanctioned and/or approved by the concerned authorities and bear all costs, charges and ancillary towards the sanctioning process including costs of the Architects and/or other persons to be appointed by the Developer in planning and corresponding sanctioning of the said plans and/or altering and or getting the said altered plan/s sanctioned as per provisions contained herein as well as according to the laws of the sanctioning authorities.

- b) To pay all costs of supervision of the development, construction and completion of the said proposed building in particular and the "Said Property" in general including the Owner's Allocation of the said proposed building together with common areas/amenities/facilities in the said proposed building and in the "Said Property".
- c) To bear all costs, charges and expenses for development of the "Said Property" including construction and completing the said proposed building on the "Said Property" including the portion under the Owner's Allocation which will be completed within the time period stipulated hereinbefore.

**11.2** The certificate of Architect so appointed regarding the completion of construction, its habitability and the costs of construction of the same should be final and binding upon the parties herein. However the Owners with respect to their own personal dealings shall not be bound by the valuation of the said Architect.

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ADDITIONAL REG'S OFFICE  
OF ASHMAKESHI, KOLAKIA  
28 MAY 2022



**ARTICLE-XII: POWER OF ATTORNEY:**

12.1 Together with the execution of these presents the Owners herein shall grant in favour of the Developer and/or its representative or its nominee or nominees a Power of Attorney to enable the Developer to smoothly execute the terms and conditions contained herein, including planning the proposed building, get the same plan sanctioned and/or modified and/or extended from the NKDA and/or any other statutory body/s; construct and complete the building for the purpose mentioned in and in accordance to the sanctioned building plan/s and permit/s; apply for obtain the necessary completion certificate from concerned authorities; apply for and obtain construction water, permanent common electric meter (& connection), drainage, roads etc. connections from the concerned authorities apply for and obtain licenses/permits/sanctions for developing/promotions the property in general and constructing, completing the building and its commercial exploitation thereof by the Developer as per the terms and conditions mentioned herein in particular; to sell the Developer's Allocation of the proposed building including entering into agreement(s) for Sale (whether registered or not) with intending purchaser(s) of the flats and/or units under the Developer's Allocation, and also to accept the earnest money and/or consideration money thereof and also accept, execute and duly register the corresponding Deed/s of conveyance/s including the proportionate share and interest of the land in favour of the prospective purchaser(s) of the Developer's Allocation. The said Power of Attorney as mentioned herein in this clause shall be operational during the subsistence of this Agreement, i.e. till completion of the proposed new building(s) and its complete commercial exploitation thereof in terms of this Agreement by the Developer. The Owners herein further agree to execute all such additional Power/s and/or other instruments in favour of the Developer as and when the

PROBATION BY REGISTERED OFFICER

The above named person is registered under the provisions of the Probation Act, 1958 and is hereby notified that he is to be placed on probation for a period of three months commencing from the date of the order of the Probation Officer. The person concerned is to be placed on probation for a period of three months commencing from the date of the order of the Probation Officer. The person concerned is to be placed on probation for a period of three months commencing from the date of the order of the Probation Officer.



Additional Registrar of  
Assurances-I, Kolkata  
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Developer deem fit to obtain the same so as to facilitate the smooth execution of the terms and conditions mentioned herein in these presents.

**ARTICLE-XIII: TITLE DEEDS:**

- 13.1 All Original title Deeds, papers, certificates, receipts, documents in respect of the "Said Property" during the continuation and/or subsistence of the Agreement shall be kept with the Developer against proper writing and which shall be handed over to the Owners herein and/or at their discretion to the Apartment Owners Association in the said proposed new building (after its formation) after completion of this project as per these presents.

**ARTICLE-XIV: BUILDING:**

- 14.1 The Developer shall at its own cost build, construct, erect and complete the said proposed building and common facilities and amenities situated and/or to be situated at the Schedule "A" (written hereunder) detailed "Said Property" in accordance to the plan or plans to be sanctioned or in accordance to such further plans that may be prepared by the Developer after obtaining necessary approval from the concerned authority with standard materials as may be specified by the Architect from time to time.
- 14.2 The decision of the Architect regarding the quality of materials used shall be final and in case of any defect in materials supplied the architect who certified the same shall responsible.



Additional Registrar of  
Assurances-I, Kolkata

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**ARTICLE: XV: SPACE ALLOCATION:**

- 15.1** That on completion of the Owner's Allocation of the said building and being informed by the Developer about the same in writing the Owners herein shall take possession of the Owner's Allocation of the proposed building together with its rights in common facilities and common areas as specified hereinbefore subject to provisions of Article IX as above. Though the time period for constructing and delivering the Owner's Allocation has already been stipulated hereinbefore, however the said delivery of the Owner's Allocation shall not be constituted as a constraining factor for performing all the obligations contained herein by both the parties hereto.
- 15.2** The Owners shall however be entitled to transfer or otherwise deal with their allocation or portion thereof as permitted under laws of the land during and/or after construction of the proposed new building independently without disturbing the terms and conditions and true letter and spirit of this Agreement again subject to the provisions of Article IX as above.
- 15.3** The Developer shall be exclusively entitled to its allocation with exclusive right to transfer and/or to deal with it or dispose of the same or enjoy the same as Owners of whole or portion of the said Developer's allocation (after executing proper deed of conveyance in favour of the Developer or its nominee by the Owners herein as per these presents) without any right claim or demand or interest whatsoever of the Owners or anybody claiming through under them and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession with regard to the Developer's Allocation and no other consent shall be required for the same as this instant Agreement in itself be deemed to be the consent of the Owners

SECRETARIA STATE OF INDIA

The Secretary to Government, Ministry of Health and Family Welfare, Government of India, New Delhi, is directed to issue the following instructions to the Secretaries to Government, States and Union Territories, for their information and guidance:

1. The States and Union Territories are requested to submit their proposals for the grant of the following amounts to the Secretary to Government, Ministry of Health and Family Welfare, Government of India, New Delhi, for the purpose of the grant of the following amounts to the States and Union Territories:



2. The States and Union Territories are requested to submit their proposals for the grant of the following amounts to the Secretary to Government, Ministry of Health and Family Welfare, Government of India, New Delhi, for the purpose of the grant of the following amounts to the States and Union Territories:

28 MAY 2022

in this regard provided however that the Developer and/or its nominee(s) abide by the true letter and spirit of these presents.

- 15.4** In so far as necessary all dealings by the Developer in respect of the said land and the said building shall be in the name of the Owners as the case may be and for which the Owners undertake to give the Developer and its representative or their nominee or nominees Power(s) of Attorney in such form and such manner as may be reasonably required by the Developer for development including construction of the proposed new building and such Power of Attorney shall remain in force until completion of the proposed building and full commercial exploitation of the Developer's Allocation of the Schedule "A" (written hereunder) detailed "Said Property" by the Developer as per the terms and conditions set forth herein. It is being understood however that such dealings shall not in any manner fasten or create any financial liability upon the Owners of the "Said Property".

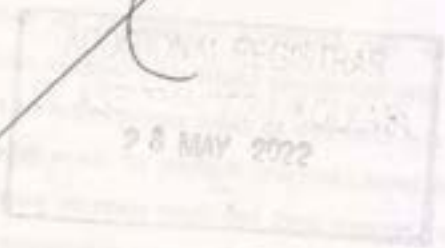
**ARTICLE: XVI: COMMON EXPENSES:**

- 16.1** The Developer shall pay and bear all property taxes and other dues, outgoings in respect of the "Said Property" accruing and due on from the date of handing over the possession of the "Said Property" by the Owners to the Developer for such a time when the Owner's Allocation is not handed over to the Owners as per these presents.
- 16.2** As soon as the Owner's Allocation of said proposed building is completed the developer shall give written notice to the Owners herein requiring the Owners to take possession of the Owner's Allocation as mentioned hereinbefore. Within 15 days of receiving such possession notice the Owners and /or their men or parties holding any portion of the building under the Owner's Allocation shall be responsible for

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payment of Municipal and Property tax, dues, duties and other public outgoings and other imposition whatsoever for the portion of the proposed building commonly known and/or specially mentioned hereinabove as Owner's Allocation provided that the Developer has fully complied with the terms mentioned in the Schedule "D".

- 16.3** Thereafter the Owners and the Developer and/or Nominee/Nominees of the Developer shall pay their respective portion of the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the Owners and the developer and both the parties hereto shall keep each other indemnified against all claims, sanctions, demand, costs, charges and expenses and proceeding whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent to upon a default by the Owners and/or the Developer in this regard.
- 16.4** As and from the date of service of notice of intimation of completion certificate of the Owner's Allocation inviting the Owners to take possession of the Owners' Allocation, the Owners and/or person/s in ownership or occupation of Owner's Allocation or portion thereof shall be responsible to pay and bear (provided the Owner's Allocation is complete as per Schedules mentioned hereinafter) and shall forthwith pay on demand to the Developer and/or the nominee or nominees of the Developer the proportionate service charges for the common facilities in the said building (as described in the SCHEDULE "F" hereunder written) payable in respect of the Owner's Allocation and the said charges to include proportionate share of premium for the insurance of the building, water, fire and scavenging charges and taxes, light sanction, repair and renewal charges for bill collection and management of the common facilities renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical equipment, switch

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REGISTRAR OF COMPANIES  
NEW DELHI  
98 MAY 2022

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gear, transformers, generators, lifts, pumps, motors and other electrical and mechanical installations, applications and equipment, stairways, corridors, pathways and other common facilities whatsoever as may be mutually agreed in writing from time to time provided that if additional insurance premium is required to be paid for the insurance of the building by virtue of any particular usage and/or in the accommodation in the Owner's Allocation or any part thereof or any additional maintenance or repair is required by virtue thereof the Owners herein and/or person in occupation thereof shall be exclusively liable to pay and bear the additional premium and/or maintenance and/or repair charges as the case may be.

- 16.5** Any transfer of any part of the Owner's Allocation in the proposed new building shall be subject to the provisions herein and the Owners shall not thereafter be responsible in respect of the space transferred to pay the said rates in respect of the portions thus transferred.

**ARTICLE: XVII - COMMON RESTRICTIONS:**

- 17.1** The Owner's Allocation in the building shall be subject to the same restriction on use and/or transfer as applicable to the Developer's Allocation in the said building.
- 17.2** Neither of the parties shall transfer, convey, let out mortgage, grant lease in respect of their respective allocation unless:
- a) Such party/s shall have observed and performed all terms and conditions on her or its or their respective part to be observed and performed.
  - b) The proposed transferee shall have to give a written undertaking to the bound by the terms and conditions hereof and duly and promptly pay all and whatsoever amount shall be payable in relation to the area in his/her/their/its possession.

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ADDITIONAL REGISTRAR  
OF ASSAM, DISPUR, KOLKATA  
28 MAY 2022

- 17.3** Both parties i.e. the Owners & the Developer and/or their respective transferee/s (if any) shall abide by all laws, bye-laws, rules and restrictions as may be imposed by the Government, Municipal Corporation, Statutory or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any/one of the said laws, bye-laws, rules and regulations.
- 17.4** The Allottee or Allottees shall keep the interiors and walls of his/her/their/its respective allotment or allotments clean and harmless and also sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in good working conditions and repair and in particular not to cause any damage to the said building or any part thereof or other space or accommodation therein and shall keep other occupiers of the building indemnified from and against any consequences of any breach.
- 17.5** Neither party shall do or cause or permit to be done any act or thing which may render void or void able any insurance of the building or any part thereof and shall keep the occupiers thereof safe, harmless and indemnified from and against the consequences of any breach.
- 17.6** Neither party shall be allowed to deviate from or cause to be deviated of the said sanctioned building plan, or plans including outside and/or exterior finish and facia of the building as done in accordance to the sanctioned building plan or plans or working drawings as supplied by the Architect.
- 17.7** Neither party shall use or permitted to be used of his/her/its/their respective allocation in the said building for carrying on any illegal and/or immoral trade or activity.

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ADDITIONAL REGISTRAR  
OF COMPANIES, KOUROUA  
28 MAY 2022

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- 17.8 Neither party shall throw or accumulate any rubbish or refuse or permit the same to be thrown in or about the building or in the compound.
- 17.9 Both the parties shall respect each other's allocation and shall be allowed peaceful occupation and use of their respective allocations as per these presents and in accordance to law.
- 17.10 The Owners or their nominee or nominees shall permit the developer and/or nominee or nominees and its/their servants with or without workmen at all reasonable time with prior notice to enter into upon the Owner's Allocation and every part thereof for the purpose of maintenance and/or repairing or for any work in the building/premises.

**ARTICLE - XVIII: OWNER'S INDEMNITY:**

- 18.1 The Owners or anybody claiming through them hereby undertake that the Developer and/or nominee/nominees shall be entitled to their allocation and shall enjoy the said allocation without any interference and/or disturbance provided that the Developer performs and fulfils all the terms and conditions herein stipulated and on its part to be observed and performed.

**ARTICLE - XIX: DEVELOPER'S INDEMNITY:**

- 19.1 The Developer hereby undertakes to keep the Owners herein indemnified against all third party claim and actions arising out of any act or commission of the Developer or any accident, death of the

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ADDITIONAL REGISTRAR  
OF ASSURANCES, KOLKATA  
28 MAY 2022



labour engaged by the Developer in or relating to the construction of the said building.

- 19.2 The Developer hereby undertakes to keep the Owners indemnified against all actions, suit costs, proceedings and claims that may arise out of the developer's actions with regard to the Development of the "Said Property" and/or in the manner of construction of the said building and/or for any defect therein.

**ARTICLE - XX: PROVISION FOR RECOVERY OF LOSS BY DEVELOPER  
& OWNER:**

- 20.1 That should the Owners fail to execute any Deed or Deeds or fails to comply with any of the terms and conditions of this agreement as stipulated herein and/or cause default of any term and condition of this Agreement or go against its true letter spirit and purpose; in that event the Developer shall be entitled to sue for specific performance of this Agreement and also be able to recover all losses and damages that the Developer may have suffered thereof from the Owners herein.
- 20.2 That in the event the Developer fails and/or neglects to observe and perform the terms and conditions and stipulation contained in this Agreement or commits any default of this Agreement, the Owners shall then be entitled to sue for specific performance of this Agreement. That the Owner's Allocation of the said building shall be completed within the time period mentioned hereinbefore in default of which the Developer shall be liable to pay damages to the Owners at the rate of Rs. 10,000/- per owner per month for the time period the said Owner's Allocation is not completed.



ADDITIONAL REGISTRAR  
OF ASSURANCES-1, KOLKATA  
28 MAY 2022

**ARTICLE - XXI: FORCE MAJEURE:**

21.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations is prevented by the existence of the force Majeure and shall be suspended from the obligation during the duration of the Force Majeure.

21.2 Force Majeure shall mean flood, earthquake, riot any litigation (civil or criminal), war, cyclonic storm, tempest, civil commotion, strike, lock out and/or other act or commission beyond control of the parties hereto but shall not include petty strikes and commotions normal to the city of Kolkata.

**ARTICLE - XXII: ARBITRATION:**

22.1 In case of any dispute or question arising between the parties hereto with regard to this agreement and/or its interpretation thereof and/or anything arising out of the provisions or done in pursuance hereof and/or work relating thereto shall be referred to the arbitration in accordance with the Arbitration & Conciliation Act, 1996. The First Party shall name an arbitrator and the Second shall name their presiding arbitrator. The two arbitrators so appointed shall nominate the summarily and to make interim award which shall be binding on the parties hereto. The Venue of the arbitration shall be at Kolkata only. In any case all disputes shall be referred to Kolkata Jurisdiction only.

STANDARD FORM NO. 64 - RECEIPT

I have received of the Government of the State of Texas the sum of \$100.00 for the purchase of the following described property to-wit:

One (1) acre of land situated in the County of Tarrant, State of Texas, more particularly described as follows:

15



Witness my hand and the seal of the State of Texas at Austin, Texas, this 15th day of May, 2022.

*[Handwritten Signature]*

05 MAY 2022

**ARTICLE: XXIII - MISCELLANEOUS:**

- 23.1** That this instant Registered Development Agreement will supersede all previous Agreements (if any) between the parties hereto.
- 23.2** The Owners and the Developer entered into this Agreement purely on a principal to principal basis and nothing contained herein shall be deemed to construct as a partnership between the Developer and the Owners or as a joint venture or joint adventure between the parties hereto in any manner nor shall the parties hereto constitute as an Association of persons. Each party shall keep the other party indemnified from and against the same.
- 23.3** It is understood that from time-to-time to facilitate the developing of the "Said Property" including construction of the proposed building by the Developer, various deeds, matters and things not specified herein may be required to be done by the Developer for which the Developer may need the authority of the Owners and/or various applications and other documents may be required to be signed or made by the Owner relating to which specified provisions may not have been mentioned herein. The Owners undertake to do all such acts, deeds, matters and things that may be reasonable required & legally permitted to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorization as may be required by the Developer for the above referred purpose/s and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be, provided that all such acts, deeds, matters and things do not in any way infringe on the rights and allocation of the Owners as specified herein nor do they go against the spirit of this agreement and common law. Further after

DECLARATION

I hereby declare that the information provided in this document is true and correct to the best of my knowledge and belief. I understand that any false or misleading information provided may constitute an offence under the law.

I have read and understood the terms and conditions of the above and agree to be bound by them. I have signed this declaration in the presence of the undersigned and in the presence of the undersigned.



28 MAY 2022

completion of the work for which the Owners executed power, deed or things would be of no effect after completion of the said work.

- 23.4** Any notice required to be given by the either party hereto shall without prejudice to any other mode of service available, be deemed to have been served on the other party herein if delivered by hand and duly acknowledged or sent by the prepaid registered post or India Speed Post service with acknowledgement due to the respective address of either of the party/s concerned written at the beginning of this document and be deemed to have been served on the said party.
- 23.5** The Developer shall frame scheme for management and administration of the said building and/or common parts thereof and the parties hereby agree to abide by the rules and regulations of Management/Society/Association when and if formed and hereby give consent to abide by the same provided the share of property allotted to the Owners by this Agreement, not be impaired in any way. Till the formation of the said Management / Society / Association, the Developer shall administer, manage maintenance of the said building and / or common parts thereof and the parties hereby agree to pay forthwith on demand to the Developer all such common expenses required to maintain and manage the said building (constructed thereon on the "Said Property") in general and the common portions, areas, amenities and facilities in particular.
- 23.6** That the Owners bind themselves to pay to the Owners' Association (or to the Developer up to the period of formation of the Owners' Association) month by month and every month, the proportionate amount of the costs, charges and expenses for maintenance (generally known as the Common area maintenance charges or CAM charges and detailed in SCHEDULE-"F" written hereunder) of the common areas/portions and common facilities more fully described in the

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SCHEDULE-"E" hereunder written. Such monthly Municipal Taxes, maintenance and service charges shall be payable by the Owner and the nominees of the Developer to the Association (or Developer as the case may be) within 15 (Fifteen) days from the date of the Association (or Developer as the case may be) submitting its bills for the same. The Association shall decide (or Developer as the case may be) the amount of monthly maintenance and service charges payable by the Apartment / Space Owners of the said building. The expenses are as follows and described in details in the SCHEDULE-"F" written hereunder:-

- a. Municipal or other taxes and statutory outgoing that may from time to time be levied against the said premises and/or the said building including electricity charges, water taxes etc.
- b. All outgoing for services, maintenance and management of the said building incurred in connection with the said premises and common areas facilities amenities thereof

**23.7** That all proportionate costs and expenses or incidental to the constitution or organization or formation of such Owners' Association shall be borne by the Owners or their nominee(s) herein and the Nominees of the Developer (Purchasers of Developer Allocation) who shall become a member thereof.

**23.8** Nothing in these presents shall be considered as a demise and assignment or transfer or conveyance in law by the Owners of the "Said Property" or any part thereof to the Developer or creation of any right title interest in respect thereof unto the Developer other than the exclusive right to the Developer for development of the "Said Property" and exploitation of the same commercially in terms hereof and to deal with the Developer's Allocation as detailed hereinbefore in the manner and subject to the terms and conditions herein provided.

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**23.9** This instant Agreement can be cancelled only as per provisions for same set forth in these presents and under no circumstances can any one party herein unilaterally cancel the same unless such cancellation is made according to the terms and conditions set forth herein. However upon completion of the proposed building together with its full commercial exploitation thereof by the Developer according to the terms & conditions set forth herein and observance and honouring of all the terms and condition of this Agreement including mutual performance of duties and obligations required of both the parties herein, the parties herein shall be discharged and/or relieved of their mutual responsibilities and the corresponding Power/s of Attorney given by the Owners herein to the Developer herein and/or its nominee or nominees and/or representative shall then automatically stand revoked.

**23.10** In the unfortunate incident of the demise of any one or more of the party or parties to this agreement, this Agreement shall continue uninterrupted unhindered and unobstructed till meeting this Agreement's logical conclusion of completion of the said proposed building, its commercial exploitation thereof by the Developer and completing the Owner's Allocation and handing over the same to the Owners herein and/or their representative/s in terms of this Agreement. The heir/s and/or successor/s and/or the assign/s and/or representative/s of the demised party or parties shall sign and/or execute all such further Agreements, consents, deeds, indentures, powers etc. as may legally be or otherwise necessary by the surviving parties to this Agreement in order to ensure this Agreement's uninterrupted continuity in terms of this Agreement.

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ADH...  
OF...  
9.0 MAY 2022

**THE SCHEDULE "A" REFERRED TO ABOVE:**  
**[SCHEDULE OF LAND/PREMISES REFERRED TO IN THESE PRESENTS AS**  
**THE "SAID PROPERTY"]**

**ALL THAT** the pieces or parcels of vacant/ Bastu Land containing an area of about 150 Sq.M or a little more or less situated, lying at and being the premises number 19 - 0701 in street number 0701 (12m wide), erstwhile plot no 2326 in Block No AA - IIC of Newtown, category - MIG-I, Mouza - Raigachhi, J.L. No 12, under Rajarhat Bishnupur - I G.P., P.S. Newtown, District North 24 Parganas being butted and bounded in the following manner:

ON THE NORTH BY: Premises No: 20 - 0703  
 ON THE SOUTH BY: 12 m wide Street No 0701  
 ON THE EAST BY: Premises No: 17 - 0701  
 ON THE WEST BY: Premises No: 21 - 0701

**THE SCHEDULE "B" REFERRED TO ABOVE:**  
**[SCHEDULE OF FLAT/S & CAR PARKING SPACE/S ALLOTTED TO THE**  
**OWNER UNDER THE "OWNER'S ALLOCATION" DETAILED**  
**HEREINBEFORE]**

**ALL THAT** the entire Third Floor and the fourth Floor of the proposed to be constructed "Multi-storeyed" Building which is to be constructed according to the building plan or plans to be sanctioned in the near future together with proportionate (according to the area of the flats) share on the area of the total land of the "Said Property" detailed in the SCHEDULE "A" written hereinabove. The said flat(s) on the Third Floor and the fourth Floor of the proposed to be constructed "Multi-storeyed" Building is to be constructed as per the specifications for same as outlined in the SCHEDULE "D" hereunder

REPUBLIC OF INDONESIA

MINISTRY OF NATIONAL EDUCATION AND CULTURE

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OF AS ... ... KOTA ...  
28 MAY 2022**

written together with proportionate (to the area of the said Flats) undivided impartible share & interest in the land described in the SCHEDULE "A" hereinabove written together with proportionate impartible undivided share and users interest in the common areas, common facilities and common amenities as described in the SCHEDULE "E" hereunder written for accessing which the allottee of each Flat(s) will have to bear proportionate (to his/her/their share of the allotted Flat area) common expenses as detailed in the SCHEDULE "F" hereunder written.

Each of the above mentioned self-contained flats/apartments/tenements is proposed to be containing within itself Two/Three Bedrooms, One Drawing & Dining, One/Two Toilets, One Water Closet (W.C.), One/Two Balcony(ies) and One Kitchen/pantry to be constructed as per specifications detailed in SCHEDULE "D" hereunder written together with undivided impartible proportionate (to area of flat) undivided share or interest in the land mentioned in the SCHEDULE "A" hereinbefore written together with impartible proportionate undivided share and user's interest in the common areas amenities and facilities mentioned in the SCHEDULE "E" hereunder written and to be lying and situated at the proposed new building to be built as per the envisaged plan proposed to be sanctioned and situated at the land of the "Said Property" detailed in SCHEDULE "A" as written hereinbefore for accessing which common areas, amenities and facilities the owner/occupiers of the Owner's Allocation will have to bear the proportionate common expenses written in the SCHEDULE "F" hereunder written. The said self-contained flats / apartments to be constructed as per plan or plans envisaged to be sanctioned is demarcated in **RED** in the sketch maps (of the schematic plan proposed to be sanctioned) annexed hereto.

**TOGETHER WITH ALL THAT** the one number of car parking space or spaces to park the car on the ground floor inside the proposed new building whose position and area details shall be notified by the Developer to the Owners herein on a later date.

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AD. *[Signature]*  
OF ASST. *[Signature]* N. K. KOUJATA  
28 MAY 2022



**THE SCHEDULE "C" REFERRED TO ABOVE:**

**[SCHEDULE OF FLAT/S & CAR PARKING SPACE/S ALLOTTED TO THE DEVELOPER UNDER THE "DEVELOPER'S ALLOCATION" DETAILED HEREINBEFORE]**

**ALL THAT** the remaining [i.e. after deducting the Owner's Allocation as detailed in the Schedule "B" hereinabove (as detailed in clause 4.3) of the proposed building from the total built up and other areas provided for in the proposed building and in the "Said Property") portion of proposed building and the "Said Property" constructed as per the plan or plans to be sanctioned and/or further extended/amended/rectified by the concerned Authority/s including the remaining (i.e. by deducting the Owner's Allocation from the total number available in the said proposed building) flats, commercial spaces, car parking spaces, spaces to park the car, units comprised of summation of two or more space types, total roofs and the remaining open spaces together with proportionate undivided, impartible share or interest of land of the "said property" detailed in the SCHEDULE "A" mentioned hereinafter together with proportionate right, title, interest in the common facilities and amenities available or to be made available at the "Said Property" upon construction of said proposed building and as detailed in the SCHEDULE "F" written hereinafter for accessing which the Developer and/or its nominee(s) and/or Allootees under the Developer's Allocation will have to bear the proportionate common expenses written in the SCHEDULE "G" hereunder written together with absolute right on part of the Developer to enter into Agreement for Sale, transfer, lease, rent, mortgage and/or in any way deal with the portion of the property allotted to Developer herein by virtue of this Developer's Allocation.

ADVISORY COMMITTEE MEMORANDUM

MEMORANDUM FOR THE ADVISORY COMMITTEE ON THE  
REVISION OF THE FEDERAL BUREAU OF INVESTIGATION  
REGULATIONS

The following information was received from the Bureau of Investigation on May 28, 2022, regarding the proposed revision of the Federal Bureau of Investigation Regulations. The Bureau has requested the Advisory Committee's views on the proposed revision. The Bureau has indicated that the proposed revision is necessary to reflect changes in the Bureau's operations and to improve the clarity and consistency of the Regulations. The Bureau has also indicated that the proposed revision is being proposed as a part of a broader effort to modernize the Regulations and to improve the Bureau's effectiveness in carrying out its mission. The Bureau has indicated that the proposed revision is being proposed as a part of a broader effort to modernize the Regulations and to improve the Bureau's effectiveness in carrying out its mission.



ADVISOR  
OF ASST. REGISTRAR  
WESLEY KOUATA  
28 MAY 2022

**THE SCHEDULE "D" REFERRED TO ABOVE:**  
**(DETAILED SPECIFICATION OF CONSTRUCTION OF FLAT & CAR PARKING**  
**SPACES AS ALLOTTED TO THE OWNERS HEREIN BY VIRTUE OF THE**  
**"OWNER'S ALLOCATION" REFERRED TO HEREINBEFORE)**

- 1). **GENERAL:**
01. **CONSTRUCTION (general):** Structure will be of R.C.C. Columns and beams with 8" outside Concrete block wall and 4" and 5" thick partition Concrete block Wall with Cement Plaster as per N.K.D.A. guidelines.
  02. **WATER ARRANGEMENTS:** Municipal Corporation Water supply. An underground Reservoir will be provided to store Corporation Water. Overhead Tank will be provided and a pump to be placed at a suitable position in the proposed building shall lift water from Reservoir.
  03. **DRAINAGE:** Outside of the Building: The Sewers of the Building will be connected to the N.K.D.A. Drainage Connection after obtaining necessary permission for the same from the N.K.D.A. Inside the building: The drainage will be as per N.K.D.A. sanctioned drainage plan.
  04. **LIFT:** Semi-automatic Lift with Collapsible MS door on landings and car of standard make of carrying capacity of minimum 4 passengers with operating licence from manufacturer / statutory authority.
  05. **CCTV Surveillance:** CCTVs with necessary wirings, feed storage device with or without Wi-Fi router and suitable monitor.
  06. **INTERCOM:** EPABX or EPBX driven intercom facility with necessary wiring and telephone devices with or without service provider telephone connection connecting all flats to security desk and interconnecting the flats.

2022-2023 ANNUAL REPORT  
OF THE  
COMMISSIONER OF THE  
REVENUE DEPARTMENT

The Commission has the honor to acknowledge the support and assistance of the various departments and agencies of the Government in the preparation of this report. It is a pleasure to note that the Commission has been able to carry out its duties in accordance with the provisions of the Revenue Act, 1922, and to submit to you this report on the work of the Commission during the year ending June 30, 1923.



APPROVED AND FORWARDED:  
COMMISSIONER OF THE REVENUE DEPARTMENT  
27 MAY 1923

(II). **FLATS:**

01. **FLOORING:** Vitrified tiles or equivalent type Rectified quality Floor Tiled flooring in living/dining, Bed Rooms, Veranda, kitchen, toilet & W.C.
02. **WALL FINISH:** Inside: Plaster of Paris on Cement Plaster. Outside: Cement based paint of colour as chosen by the Developer and/or its Architect.
03. **KITCHEN:** Granite Cooking Platform, One stainless steel Sink with One Water Tap.
04. **TOILET:** The Toilets will have European type White Porcelain Commode, P.V.C. White low down Cistern, Commode Seat; One White Porcelain Wash Basin with Chromium plated Water Tap, One Shower, chromium plated Stop cock, Bibcock, white Ceramic Glazed Tiles in wall (Dado) up to lintel level.
05. **W.C. (if any):** Will have One European type white coloured porcelain commode. One PVC (white) L.D. Cistern and One Tap, and White Ceramic Glazed Tiles in Wall (Dado) up to lintel level.
06. **DOORS:**
  - i. **FRAMES:** Main Entrance Door Frame will be 4" x 2" section hard wood type, Bathroom, Bedroom, Kitchen, Veranda, and W.C. Frames will 3" x 2" hard Wood section.
  - ii. **SHUTTERS:** All Doors shutters will be minimum 32mm thick Flush Door with Commercial Plywood face on both side painted with enamel Paints. Bathroom and Veranda doors will be of Phenol formaldehyde resin bonded hot pressed, commercial faced flush door or PVC doors. All main doors and Bedrooms will have minimum 2'- 6" opening. All Main Doors will have door eyes, Hasp bolt, Handle, Stopper & Buffer. Other doors will have tower bolt, handle, stopper & buffer only.
07. **W I N D O W S:** Windows will be of anodised Aluminium and glass panel. Each panel will be supplied with one stay and one handle.

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08. **STAIR CASE:** Marble or Kota stone flooring or any better quality finish (like use of approved quality stones) as per choice of the Developer and/or the Architect. The Owner shall have no say in this respect.
09. **ELECTRIC:** Concealed type. Modular Switches. Two light points, one Fan point and 5Amp. Plug point in Bedrooms; two light points, two fan points, one 5amp point in Drawing/Dining; One light point each in Kitchen, Toilet & W.C.(if any). One fridge & One TV point in Drawing/Dinning, One Calling Bell point at the Main Entrance to the Flat; One 15Amp. Point and exhaust fan/ chimney Point in Kitchen and toilet each: One AC point in master Bedroom and One Geysers Point in Master Bathroom.
10. **CAR PARKING SPACE:** Will be of either head covered side open type with IPS flooring and plastered ceiling and columns with light point in each or outside the building within the periphery of the building.
- III. **NOTE:** Extra/better quality Civil, Electrical, Plumbing and other works can be provided at extra cost paid 100% in advance with written work order placed to the Developer herein.

**THE SCHEDULE "E" REFERRED TO ABOVE:**  
**[SCHEDULE OF COMMON AREAS, AMENITIES, AND/OR FACILITIES]**

Common Areas and facilities shall mean all those areas passages and facilities situated outside the Net built up area of the flats (proposed to be built in the said building) but within the land area (within which is situated the said proposed building) which is necessary for the enjoyment of the proposed flat/s by the Occupier/s thereof and they are as follows: -

- a) Entrance Corridor on Ground Floor
- b) Pump Room with Pump Motor
- c) Stair Case with Stair way and Stair well (if any) Mounting Room Roof
- d) Landing and Corridor on each Floor
- e) Stair Room above Roof level
- f) Passage leading to Stair way on Ground Floor

- g) Semi underground Reservoir Tank
- h) Overhead Water reservoir
- i) Semi under Ground Septic Tank (if any)
- j) Water ways including Main Ferrule
- k) Common Electric Meter with Main (T.P.N.) Switch
- l) Security Lights in and around the Building
- m) Boundary walls with Pillars
- n) Main Gate/s to the Entrance of the Building
- o) Sewer and soil lines, Pits and Master Trap within the Main Premises, within which the Building is situated.
- p) Common Toilet/s/W.C. and/or Watchman Booth (if any) on Ground Floor and/or on common roofs
- q) Electric Room on Ground Floor (if any)
- r) Common Power back up (if any is installed)
- s) The Lift together with the Lift Machine room guide rails machine brakes governors and allied electrical, electronic, mechanical and hydraulic gadgets necessary to properly run and maintain the lift.
- t) Final Roof(s) of the building (& not terrace serving as Balcony if any).
- u) CCTV with lines,, wiring, feed storage devices, Wi-Fi Connection with Router, Monitor to view
- v) EPABX or EPBX type intercom with wiring and common telephone sets with connection if any.

**THE SCHEDULE "F" REFERRED TO ABOVE:**  
**(SCHEDULE OF COMMON EXPENSES)**

1. The expenses of maintaining, repairing, redecorating etc. of the Main Structures, gutters and pipes of the Building, Lift with allied gadgets, Power back up, Tube well, Motor Pumps, Water Pipes and other installations in under or upon the building, entrance, passage, landing and stair case of the building and boundary walls of the building compounds; the costs of cleaning and lighting and passage



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ADDITIONAL REGISTRAR  
OF ASSURANCES-I, KOLKATA  
28 MAY 2022

- landing stair cases and other parts of the building as enjoyed or used by the allottee in common as aforesaid.
2. The cost of the Salaries and perquisites of Caretaker, Chowkidars, Security Guard/s, Sweeper, Masons and Mistries etc. if there be any.
  3. Any such other expenses as are demanded by the Developer or after formation of Society or Association by such Society or Association necessary or incidental for the maintenance and upkeep of the Building and/or the common areas and facilities.
  4. Cost of electrical units & allied charges for running common amenities and facilities like lift, pump, security lighting and common water tax (if any).
  5. All costs for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing, lighting the common portions of the said Building including the outer and external walls of the said Building;
  6. All charges and deposits for supplies of common utilities to the co-Owners in common;
  7. Municipal Tax, water tax and other levies in respect of the said Premises and the proposed Building save those separately assessed on the Purchasers;
  8. Costs of formation and operating the Association;
  9. Costs of running, maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any;
  10. Electric charges for the electricity energy consumed for the operation of common services;
  11. All other expenses, taxes, rates and other levies as are deemed by the Association or the Developer as the case may be necessary if incidental or liable to be paid by the co-Owners in common;
  12. Premium of Insurance of the Common portions of the building.



ADDITIONAL REGISTRAR  
OF ASSAM, DESH, KOKARA  
28 MAY 2022

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

**SIGNED, SEALED & DELIVERED BY**  
**THE OWNERS IN THE PRESENCE OF:**  
**WITNESSES:**

1. Mounita Datta  
Vivekananda Park, Garia  
Kot-84
2. Sula Das Das  
16E, J.M. Lane, Cal-27

  
Sujata Chowdhury

(OWNERS)

**SIGNED, SEALED & DELIVERED BY**  
**THE DEVELOPER IN THE PRESENCE OF:**  
**WITNESSES:**

1. Mounita Datta  
Vivekananda Park, Garia  
Kot-84
2. Sula Das Das  
16E, J.M. Lane, Cal-27

Sthapati Enterprises Private Limited

  
Managing Director  
(SOUMYA KARATI DAS GUPTA)

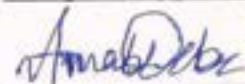
(DEVELOPER)

**Drafted by me:**

Tapendra Mohan Biswas

**Tapendra Mohan Biswas**  
Advocate (Calcutta High Court)  
Enrolment No: WB/406/95

**Computer typed by me:**




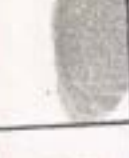



**(Sri Arnab Deb)**  
31/C, Sreemohan Lane, Kolkata: 700 026

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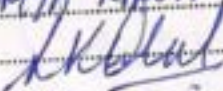
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ADDITIONAL REGISTRAR  
OF ASSURANCES, KOLKATA  
28 MAY 2022

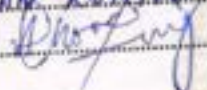
		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name Soumya Ranti Dasgupta

Signature 

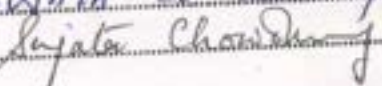
		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

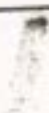
Name Anjan Karna Chowdhury

Signature 

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name Sujata Chowdhury

Signature 

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name .....

Signature .....



ADDITIONAL REGISTRAR  
OF ASSURANCES-I, KOLNATA  
28 MAY 2022








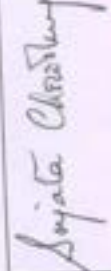



Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - I KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19012001384416/2022

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Anjan Chowdhury HB-46, Salt Lake Sector 3, City:- , P.O:- Bidhannagar IB Market, P.S:-South Bidhannagar, District:-North 24- Parganas, West Bengal, India, PIN:- 700106	Land Lord		3598 	 28/05/2022
2	Mrs Sujata Chowdhury HB-46, Salt Lake Sector 3, City:- , P.O:- Bidhannagar IB Market, P.S:-South Bidhannagar, District:-North 24- Parganas, West Bengal, India, PIN:- 700106	Land Lord		3599 	 28/05/2022
3	Mr Soumya Kanti Dasgupta IA 270, Sector III, Salt Lake City, City:- , P.O:- Purbachal, P.S:- South Bidhannagar, District:-North 24- Parganas, West Bengal, India, PIN:- 700097	Represent ative of Developer [STHAPA TI ENTERPR ISES PRIVATE LIMITED ]		3597 	 SOUMYA KANTI DASGUPTA 28/05/2022



*[Faint, illegible handwritten text and markings on a grid background]*



ADDITIONAL REGISTRAR  
OF COMPANIES-I, KOLKATA  
28 MAY 2022

Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print 3600	Signature with date
1	Mr Sukdev Das Son of Late J Das 16E, J M Lane, City:- Chetla, P.O:- Chetla, P.S:- Chetla, District:- South 24-Parganas, West Bengal, India, PIN:- 700027	Mr Anjan Chowdhury, Mrs Sujata Chowdhury, Mr Soumya Kanti Dasgupta			 28/05/2022

(Pradipta Kishore Guha)  
 ADDITIONAL REGISTRAR  
 OF ASSURANCE  
 OFFICE OF THE A.R.A. - I  
 KOLKATA  
 Kolkata, West Bengal

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ADDITIONAL REGISTRATION  
OF ASSURANCE IN KOLINDA  
28 MAY 2022



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

GRN Details

GRN: 192022230070107798 Payment Mode: Online Payment (SBI Epay)  
GRN Date: 11/07/2022 10:17:00 Bank/Gateway: SBIPay Payment Gateway  
BRN : 1716040583830 BRN Date: 11/07/2022 10:21:19  
Gateway Ref ID: 898780064 Method: Axis Bank-Retail NB  
Payment Status: Successful Payment Ref. No: 2001384416/11/2022  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: SOUMYA KANTI DASGUPTA  
Address: SALT LAKE CITY  
Mobile: 9831061848  
Email: skdgupta@gmail.com  
Contact No: 9831061848  
Depositor Status: Others  
Query No: 2001384416  
Applicant's Name: Mr B Mandal  
Address: A.R.A. - I KOLKATA  
Office Name: A.R.A. - I KOLKATA  
Identification No: 2001384416/11/2022  
Remarks: Sale, Development Agreement or Construction agreement Payment No 11

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001384416/11/2022	Property Registration- Stamp duty	0030-02-103-003-02	5000
2	2001384416/11/2022	Property Registration- Registration Fees	0030-03-104-001-16	80
			<b>Total</b>	<b>5080</b>

IN WORDS: FIVE THOUSAND EIGHTY ONLY.



No.	Name of the Assurer	Registered Office	Capital	Reserve
1	...	...	...	...
2	...	...	...	...
3	...	...	...	...
4	...	...	...	...
5	...	...	...	...

No.	Name of the Assurer	Registered Office	Capital	Reserve
6	...	...	...	...
7	...	...	...	...
8	...	...	...	...
9	...	...	...	...
10	...	...	...	...



Registrar of Assurances - Kolkata

*[Handwritten Signature]*



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

GRN Details

GRN: 192022230037229358  
GRN Date: 28/05/2022 11:08:24  
BRN : 0129348091123  
Gateway Ref ID: 202214891780797  
Payment Status: Successful  
Payment Mode: Online Payment (SBI Epay)  
Bank/Gateway: SBlePay Payment Gateway  
BRN Date: 28/05/2022 11:10:38  
Method: State Bank of India New PG CC  
Payment Ref. No: 2001384416/2/2022  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: SOUMYA KANTI DASGUPTA  
Address: IA 270 SALT LAKE  
Mobile: 9831061848  
EMail: skdgupta@gmail.com  
Contact No: 9831061848  
Depositor Status: Buyer/Claimants  
Query No: 2001384416  
Applicant's Name: Mr B Mandal  
Identification No: 2001384416/2/2022  
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001384416/2/2022	Property Registration- Stamp duty	0030-02-103-003-02	5020
2	2001384416/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	21
			<b>Total</b>	<b>5041</b>

IN WORDS: FIVE THOUSAND FORTY ONE ONLY.



No.	Name of the Party	Address	Value	Stamp Duty	Registration Fee	Other Charges	Total
1	...	...	...	...	...	...	...
2	...	...	...	...	...	...	...
3	...	...	...	...	...	...	...
4	...	...	...	...	...	...	...
5	...	...	...	...	...	...	...
6	...	...	...	...	...	...	...
7	...	...	...	...	...	...	...
8	...	...	...	...	...	...	...
9	...	...	...	...	...	...	...
10	...	...	...	...	...	...	...



REGISTRAR  
CHENNAI  
28 MAY 2022

## Major Information of the Deed

Deed No :	I-1901-07904/2022	Date of Registration	06/09/2022
Query No / Year	1901-2001384416/2022	Office where deed is registered	
Query Date	11/05/2022 2:14:38 PM	A.R.A. - I KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	B Mandal Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9775587842, Status :Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
	Rs. 70,63,844/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,030/- (Article:48(g))	Rs. 101/- (Article:E, E, M(a), M(b), I)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Mouza: Hidco A A - II - C B D, JI No: 0, Pin Code : 700135

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-2326		Bastu	Bastu	1614.59 Sq Ft		70,63,844/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
<b>Grand Total :</b>					<b>3.7001Dec</b>	<b>0 /-</b>	<b>70,63,844 /-</b>	

### Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<p><b>Mr Anjan Kumar Chowdhury</b>                      Son of Late Satyabrata Chowdhury HB-46, Salt Lake Sector 3, City:- , P.O:- Bidhannagar IB Market, P.S:-South Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700106 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: adxxxxx4c, Aadhaar No: 67xxxxxxx0571, Status :Individual, Executed by: Self, Date of Execution: 28/05/2022                      , Admitted by: Self, Date of Admission: 28/05/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 28/05/2022                      , Admitted by: Self, Date of Admission: 28/05/2022 ,Place : Pvt. Residence</p>
2	<p><b>Mrs Sujata Chowdhury</b>                      Wife of Shri Anjan Chowdhury HB-46, Salt Lake Sector 3, City:- , P.O:- Bidhannagar IB Market, P.S:-South Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700106 Sex: Female, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: adxxxxx3f, Aadhaar No: 30xxxxxxx3242, Status :Individual, Executed by: Self, Date of Execution: 28/05/2022                      , Admitted by: Self, Date of Admission: 28/05/2022 ,Place : Pvt. Residence, Executed by: Self; Date of Execution: 28/05/2022                      , Admitted by: Self, Date of Admission: 28/05/2022 ,Place : Pvt. Residence</p>



**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>STHAPATI ENTERPRISES PRIVATE LIMITED</b> 31/c, SREEMOHAN LANE, City:- , P.O:- KALIGHAT, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700026 , PAN No.:: aaxxxxxx3E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Mr Soumya Kanti Dasgupta (Presentant )</b> Son of Late Prafulla Kumar Dasgupta IA 270, Sector III, Salt Lake City, City:- , P.O:- Purbachal, P.S:-South Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700097, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx2G, Aadhaar No: 38xxxxxxxx8585 Status : Representative, Representative of : STHAPATI ENTERPRISES PRIVATE LIMITED (as managing Director)

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Sukdev Das</b> Son of Late J Das 16E, J M Lane, City:- , P.O:- Chetia, P.S:- Chetia, District:-South 24-Parganas, West Bengal, India, PIN:- 700027			
Identifier Of Mr Anjan Kumar Chowdhury, Mrs Sujata Chowdhury, Mr Soumya Kanti Dasgupta			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mr Anjan Kumar Chowdhury	STHAPATI ENTERPRISES PRIVATE LIMITED-1.85005 Dec
2	Mrs Sujata Chowdhury	STHAPATI ENTERPRISES PRIVATE LIMITED-1.85005 Dec

Endorsement For Deed Number : I - 190107904 / 2022

On 28-05-2022

**Presentation (Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)**  
Presented for registration at 21:53 hrs on 28-05-2022, at the Private residence by Mr Soumya Kanti Dasgupta ..

**Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 )**  
Execution is admitted on 28/05/2022 by 1. Mr Anjan Kumar Chowdhury, Son of Late Satyabrata Chowdhury, HB-46, Salt Lake Sector 3, P.O: Bidhannagar IB Market, Thana: South Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700106, by caste Hindu, by Profession Service, 2. Mrs Sujata Chowdhury, Wife of Shri Anjan Chowdhury, HB-46, Salt Lake Sector 3, P.O: Bidhannagar IB Market, Thana: South Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700106, by caste Hindu, by Profession Retired Person

Identified by Mr Sukdev Das, . . Son of Late J Das, 16E, J M Lane, P.O: Chetla, Thana: Chetla, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Professionals

**Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 ) [Representative]**  
Execution is admitted on 28-05-2022 by Mr Soumya Kanti Dasgupta, managing Director, STHAPATI ENTERPRISES PRIVATE LIMITED, 31/c, SREEMOHAN LANE, City:- , P.O:- KALIGHAT, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700026

Identified by Mr Sukdev Das, . . Son of Late J Das, 16E, J M Lane, P.O: Chetla, Thana: Chetla, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Professionals

*Pradipta*

Pradipta Kishore Guha  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - I KOLKATA  
Kolkata, West Bengal

On 09-07-2022

**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 70,63,844/-

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 101/- ( E = Rs 21/- , I = Rs 55/- , M(a) = Rs 21/- , M(b) = Rs 4/- ) and Registration Fees paid by by online = Rs 21/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 28/05/2022 11:10AM with Govt. Ref. No: 192022230037229358 on 28-05-2022, Amount Rs: 21/-, Bank: SBI  
EPay ( SBlePay), Ref. No. 0129348091123 on 28-05-2022, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by by online = Rs 5,020/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 28/05/2022 11:10AM with Govt. Ref. No: 192022230037229358 on 28-05-2022, Amount Rs: 5,020/-, Bank: SBI  
EPay ( SBlePay), Ref. No. 0129348091123 on 28-05-2022, Head of Account 0030-02-103-003-02

*Pradipta*

Pradipta Kishore Guha  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - I KOLKATA  
Kolkata, West Bengal

T.07904/2022 F. 26108/2022

On 11-07-2022

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 101/- ( E = Rs 21/- , I = Rs 55/- , M(a) = Rs 21/- , M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 80/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 11/07/2022 10:21AM with Govt. Ref. No: 192022230070107798 on 11-07-2022, Amount Rs: 80/-, Bank: SBI  
EPay ( SBlePay), Ref. No. 1716040583830 on 11-07-2022, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 10/-, by online = Rs 5,000/-  
Description of Stamp  
1. Stamp: Type: Impressed, Serial no 40627, Amount: Rs.10/-, Date of Purchase: 27/05/2022, Vendor name: S Das  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 11/07/2022 10:21AM with Govt. Ref. No: 192022230070107798 on 11-07-2022, Amount Rs: 5,000/-, Bank: SBI  
EPay ( SBlePay), Ref. No. 1716040583830 on 11-07-2022, Head of Account 0030-02-103-003-02

*Pradipta*

**Pradipta Kishore Guha**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - I KOLKATA**  
**Kolkata, West Bengal**

82

On 06-09-2022

**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.

*Pradipta*

**Pradipta Kishore Guha**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - I KOLKATA**  
**Kolkata, West Bengal**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2022, Page from 357132 to 357196  
being No 190107904 for the year 2022.



Digitally signed by pradipta kishore guha  
Date: 2022.09.08 14:23:17 +05:30  
Reason: Digital Signing of Deed.

*Pradipta*  
(Pradipta Kishore Guha) 2022/09/08 02:23:17 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - I KOLKATA  
West Bengal.

(This document is digitally signed.)