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I certify that the document is admitted to registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.

District Sub-Registrar-V  
Alipore, South 24 Parganas

27 NOV 2024

### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE AND EXECUTED AT  
KOLKATA ON THIS 26 DAY OF November, 2024

BETWEEN

District Sub-Registrar-V  
Alipore, South 24 Parganas

27 NOV 2024

- 5 NOV 2026

No: 702 Date: Rs 100..  
Name: Arpan Roy Karibhal. Adv.  
Address: High Court Cal -

Vendor - Washim Gazi  
Alipore Judges Court  
Kolkata-700 027

Signature  Vendor



Identified by me

Arpan Roy Karibhal.  
Adv.

High Court, Calcutta

Enrolment no. P/1863/2013



1. **CAMPAIGN PROPERTIES LLP, (PAN AAOFC7858E),**  
 2. **COMMITMENT NIRMAN LLP, (PAN AAOFC8327J)** 3. **CRONY DEVELOPERS LLP, (PAN AAOFC8284G)** 4. **DOMINION BUILDERS LLP, (PAN AAQFD3670H)** 5. **ORCHID PREMISES LLP, (PAN AAGFO6103N)** 6. **DOMINION AWAS LLP, (PAN AASFD2350A)** 7. **COMMITMENT BUILDERS LLP, (PAN AAQFC3298L)** all are Limited Liability Partnership Firm, constituted and registered under Limited Liability Partnership Act, 2008, having its registered office at 11A/1C, East Topsia Road, Post Office Gobindo Khatick Road, Police Station previously Tiljala presently Pragati Maidan, Kolkata 700046, South 24 Parganas, represented jointly/severally by its Designated Partners, **MR. KISHAN MIRANIA AGARWAL (Having PAN ADBPA8961E) [Adhaar No. 4108 0032 0762]**, son of Rambilas Agarwal, residing at 36/1B, Lala Lajpat Rai Sarani, Police Station Bhawanipore, Post Office – L.R. Sarani, Kolkata – 700020, and **MR. BISHAN MIRANIA AGARWAL (HAVING PAN AFJPA6544H) [Adhaar No. 992581547662]**, son of Rambilas Agarwal, residing at 36/1B, Lala Lajpat Rai Sarani, Kolkata – 700020, Police Station Bhawanipore, Post Office – L.R. Sarani, hereinafter collectively 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 the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and/or those who may carry on the business of Owners Firm and their respective heirs, legal representatives, executors, administrators and assigns) of the **ONE PART**

**AND**

**MIRANIA REALTY LLP (PAN ABVFM4533E)** a limited liability partnership firm, constituted and registered under Limited Liability Partnership Act, 2008, having its registered office at 11A/1C, East



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Topsia Road, Post Office Gobindo Khatick Road, Police Station previously Tiljala presently Pragati Maidan, Kolkata 700046, South 24 Parganas, duly represented jointly/ severally by its designated partners **MR. PRATIK MIRANIA AGARWAL (HAVING PAN AJSPA8098B) [Adhaar No. 2556 0987 7875]**, son of Kishan Mirania Agarwal, residing at 36/1B, Lala Lajpat Rai Sarani, Kolkata – 700020, Police Station Bhawanipore, Post Office – L.R. Sarani, and **MR. ARHANT MIRANIA AGARWAL (HAVING PAN AJTPA0125C) [Adhaar No. 6308 5345 0901]**, son of Bishan Mirania Agarwal, residing at 36/1B, Lala Lajpat Rai Sarani, Kolkata – 700020, Police Station Bhawanipore, Post Office – L.R. Sarani; hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and/or those who may carry on the business of MIRANIA REALTY LLP and their respective heirs, legal representatives, executors, administrators and assigns) of the **OTHER PART.**

Owners and Developer are hereinafter individually referred to as such or as Party and collectively as Parties.

**WHEREAS: -**

- A. The Owners have and do hereby represent assure and warrant in favour of the Developer as follows:
- (i) That the Owners herein are collectively absolutely seized and possessed of or/and otherwise well and sufficiently entitled to **ALL THAT** the piece and parcel of the land containing an area of 52 (Fifty Two) Katha 01 (One) Chatak 42(Forty Two) Square-feet appertaining to LR Dag nos. 97, 99, 100, 101, recorded under LR Khatian nos. 304, 305, 306, 307, 308, 309, 310 lying and situated at Mouza Barakhola J. L. No. 21, Police Station: Formerly Purba Jadavpur now Survey Park,



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District: 24 Parganas (South) and presently within the local limits of Ward No. 109 of the Kolkata Municipal Corporation, being Assessee no.311090271779, having Municipal Premises no. 506, Barakhola Road, PIN 700099, (fully described in the **FIRST SCHEDULE** hereunder written and hereinafter called "**Project Land**") and the devolution of title in favour of the Owners is as mentioned in the **Second Schedule** hereunder written. Each of the Owners is entitled their respective share in the Said Project Land.

- (ii) That the entirety of the Project Land is in *khas* peaceful vacant physical possession of the Owners and till date no person has any claim or demand with regard thereto.
  - (iii) That the Owners have a good, marketable and bankable title to the Project Land free from all Encumbrances (*defined below*) whatsoever and the Owners have not done any act deed or thing which could in any manner encumber or affect their/ its respective rights, title or interest in the Project Land and the Owners shall also satisfy the banks, financial institutions, lenders, allottees and transferees of the Project (*defined below*) with regard to their right, title and interest in the Project Land.
  - (iv) That there is no subsisting agreement for transfer or for creating any third party interests by way of sale, lease or otherwise in respect of the Project Land or any part thereof or any undivided share therein.
- B. In view of the above, the Parties have mutually decided to take up the Project, i.e. the development and commercial exploitation of the Project Land in accordance with the applicable KMC Building Rules and other Applicable Law.
- C. The Parties are now entering into this Agreement to record the terms and conditions under which the aforementioned development of the



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Project Land shall be conducted by the Developer and to further record the mutual rights and obligations of the Parties.

**NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:**

**A. DEFINITIONS**

In this Agreement, unless any contrary intention appears, the words defined elsewhere in this Agreement shall have their meanings as ascribed to them and the following words and expressions shall have the following meanings:

- i. **AGREED RATIO** shall mean the ratio of sharing or distribution of Sale Proceeds between the Developer and the Owners which has been determined and/or shall be 60% (Sixty Percent) to the Owners and 40% (Fourty percent) to the Developer.
- ii. **ARCHITECT** shall mean to any individual or group of individuals appointed by the Developer, in consultation with the Owners, to serve as the Architect for the Project, and may be replaced by the Developer, also in consultation with the Owners.
- iii. **"Applicable Law"** shall mean all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, policies, voluntary restraints, guidelines, or any provisions of such laws, including general principles of common and civil law and equity, binding on or affecting the Person referred to in the context in which such word is used.
- iv. **"Approvals"** shall mean and include any approvals, authorizations, registrations, permissions, no objection certificates, clearance, permit, sanctions, licenses, etc., in any form whatsoever, irrespective of its



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nomenclature required under any Applicable Law or from any Government Authority for registration of the Project, sanction of Building Plan (as defined hereinafter), construction, development, management, operation, implementation, completion of the Project, including any completion certificate and any occupation certificates;

- v. **ASSOCIATION** shall mean an Association formed under the West Bengal Apartment Ownership Act 1972 or a company incorporated under the Companies Act, 2013 formed by the Developer for the Common Purposes having such by-laws, rules, regulations, and restrictions framed thereunder or other applicable law for the time being in force, as may be deemed proper and necessary by the Developer not inconsistent with the provision and covenants herein contained for maintenance and/or management of the Project.
- vi. **BUILDING COMPLEX** refers to the buildings within the Complex/Project that are to be constructed, erected, and completed on the Project Land in accordance with the approved Building Plan/Building Permit. This definition also includes, but is not limited to, the construction, relevant common areas, installations, and, where applicable or intended by context, the Project Land.
- vii. **"Building Plans"** shall mean the plan for development and commercial exploitation of the Project Land (as per Applicable Law) to be caused to be sanctioned by the Developer from the Kolkata Municipal Corporation and include all modifications and/or alterations as may be made thereto as also all extensions and/or renewals thereof.
- viii. **"Common Areas and Installations"** shall mean the areas, installations and facilities at or for the Building Complex as mentioned in the **THIRD SCHEDULE** hereto and the same shall be subject to modifications and alterations that may be made by the Developer in terms hereof.



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- ix. **"Common Expenses"** shall mean the expenses required to be incurred by all the Transferees/Purchasers of the Units for the Common Purposes.
- x. **"Common Purposes"** shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the Transferees thereof; collection and disbursement of the Common Expenses; the purpose of regulating mutual rights, obligations and liabilities of the Transferees thereof; and dealing with all matters of common interest of the Transferees thereof.
- xi. **"Club"** shall mean the Club to be constructed on the said Project and forming part of the common portions for the common enjoyment of the intending Purchasers and/or the Transferees;
- xii. **"Completion of the Project"** shall mean the stage of the Project when the Developer by a notice in writing confirms to the Owners and/or Transferees of the Units regarding the completion of the following activities:
  - a) the completion of the Project Phase/ Development ,
  - b) receipt of the last of the Occupation/Completion Certificates for the Building(s) constructed on the Said Project Land, and
  - c) the completion of the sale of the Salable Area.
- xiii. **"Confidential Information"** shall mean any and all information relating to this Agreement and the transactions contemplated herein, including but not limited to, the Construction Data, the existence and terms of this Agreement or other information which under the circumstances of disclosure ought to be treated as confidential or is notified as being confidential by the Party disclosing such information, but shall not include information (i) that is already in the public domain other than by breach of this Agreement; (ii) that is later acquired by a Party from a source not obligated to any other Party hereto or its Affiliates, to keep such information confidential; (iii) that was previously known or already in the



lawful possession of a Party, prior to disclosure by any other Party; and (iv) that is required to be disclosed to the statutory authorities or to the customers, vendors, partners, investors and other business associates in ordinary course of business;

- xiv. **Contractors** shall mean the contractors, sub-contractors, suppliers and all other third party consultants/vendors/suppliers and including but not limited to the architect, engineering consultant, cost consultant, quantity surveyor, services engineer, civil and structural engineer, planning supervisor, mechanical and electrical engineer, environmental consultant (where necessary), ground investigation engineer, landscape architect and all other consultants (where necessary) identified and recommended and appointed by Developer in consultations with the Owners, for the construction and Development of the Project and includes any replacement thereof;
- xv. **Designs and Drawings** shall mean all of the plans, manuals, drawings, designs, calculations, samples, models and documents pertaining to the Project or in connection with the execution of the Project mutually settled;
- xvi. **Developer's Allocation** shall mean **40% (Fourty percent)** of the Sale Proceeds arising out of sale of the Transferable Areas at the Project;
- xvii. **Development Rights** shall mean the following rights of the Developer granted by the Owners and to be exercised by the Developer pursuant to this Agreement:
  - (a) to enter into coupled with possession of the Project Land for the purposes stipulated in this Agreement without any hindrance, impediment, restriction, prohibition etc. on the understanding that on and from the Execution Date, the Developer shall be deemed to be in joint possession of the Project Land with the Owners, and further shall continue to be in joint possession of the Project Land with the Owners, save and except in respect of the Transferable





Areas if any handed over/transferred to a Transferee and/or the Association, as the case may be.

- (b) to commercially exploit the Project Land by way of execution and implementation of the Project thereon, and to deal with the Project in terms of this Agreement.
- (c) to determine the scheme of development of the Project, the nature, design and components of the Project as also the mode and manner of execution and implementation thereof in accordance with Applicable Law.
- (d) to have the Project Land surveyed, and the soil tested.
- (e) to prepare and make necessary applications to the relevant governmental authorities and/or other bodies/authorities and/or to revise, modify or amend such applications, on behalf of and/or with the assistance of the Owners, for the smooth execution and implementation of the Project including for obtaining connections of water, electricity and all other utilities and facilities as also permits for cement, steel and other controlled building materials, if any.
- (f) to prepare and/or cause to be prepared the plans of/for the Project including the revisions, alterations, modifications etc. thereto and furthermore to make necessary applications for the approval, sanction, modification, revision, addition, alteration etc. of such plans, and to sign, execute and deliver all writings, undertakings and agreements as may be necessary in connection with the aforesaid.
- (g) to excavate the Project Land for the purpose of development thereof.
- (h) to construct upon and develop the Project Land.
- (i) to develop, finance, design and construct the Project.
- (j) to engage architects, engineers (civil, structural, mechanical electrical amongst others), surveyors, contractors, specialists,



valuers, consultants, agencies, service providers and such other professionals and/or person(s) as may be determined by the Developer from time to time, each of whom shall have the unhindered, unimpeded and unrestricted right to enter into and/or access the Project Land for and on behalf of the Developer for the purpose of development of the Project Land.

- (k) to receive the Sale Proceeds in accordance with WBRERA, as applicable.
- (l) to construct and/or lay internal roads, pathways, drainage facilities, water supply facilities, sewage disposal facilities and electricity supply lines, each as determined by the Developer.
- (m) to determine from time to time, at its discretion, the mode, manner and the calculation of the built-up area and the super built-up area of the several spaces and/or Units to comprise the Project.
- (n) to carry out the launch, publicity, marketing and sales of the Project in terms of this Agreement.
- (o) to advertise the name, brand name etc. of the Developer at such parts and portions of the Project Land as the Parties may jointly decide.
- (p) to establish/incorporate/identify such entity(ies) as the Developer may determine to assume the obligations, liabilities and costs connected with the management and maintenance of the Project and/or to entrust/ assign/delegate such obligations, liabilities and costs to such entity(ies) as may be determined by the Developer.
- (q) to apply for and obtain all consents, approvals and/or permissions as may be necessary for undertaking the development of the Project Land and/or the Project.
- (r) to take such steps as may be necessary to divert all pipes, cables or other conducting media in, under or above the Project Land which





need to be diverted as a result of the Project subject to compliance of Applicable Laws.

- (s) to install all electricity, gas, water and surface and foul water drainage systems on the Project Land.
- (t) to serve such notices and enter into such agreements with statutory authorities or other persons as may be necessary for installation of the aforesaid services.
- (u) to comply and/or procure compliance with all conditions attaching to the building permission and any other permissions which may be granted during the course of development.
- (v) to take all necessary steps and/or obtain all permissions, approvals or sanctions as may be necessary for the Project and to do all acts, deeds and things required by Applicable Law and comply with the lawful requirements of all the relevant authorities for undertaking the Project.
- (w) to incur all costs, charges and expenses for the purpose of completing the Project in accordance with the Building Plan.
- (x) to not allow any person to encroach nor permit any encroachment by any person into or upon the Project Land or any part or portion thereof.
- (y) to undertake complete planning, designing, and obtaining approval of the Building Plan, as applicable.
- (z) to construct the Units as per the Building Plan and the agreed specifications.
- (aa) to supervise construction of the Project;
- (bb) to enter into agreements for Transfer of Units as well as all other Transferable Areas in the Project coupled with Transfer of the undivided proportionate Share in land in favour of the Transferees jointly along with Owners only in accordance with this Agreement.



- (cc) to ask for, receive and recover from all the Transferees all consideration, charges, rents, deposits, service charges, Goods & Service Taxes, Extras and Deposits and other taxes and sums of moneys in respect of the Units and all Transferable Areas in the Project and grant valid and effectual receipts with respect thereto.
  - (dd) to execute from time to time all deeds of transfer for the Units and all other Transferable Areas in the Project coupled with transfer of the undivided proportionate Share in Land in favour of the Transferees jointly with the Owners subject to and in accordance with the provisions of this Agreement, and present the above documents/instruments for registration and admit the execution of such documents/ instruments before the appropriate authorities in accordance with this Agreement.
  - (ee) do, execute and perform such other acts, deeds, things etc. as may be required and/or necessary for the full, free, uninterrupted and exclusive development of the Project Land in accordance with this Agreement and Applicable Law and to ensure the smooth execution, implementation and completion of the Project at all times in compliance of this Agreement and the Owners' instructions (if any); and
  - (ff) generally to do any and all other acts, deeds and things for the exercise of the rights recorded herein and for the development of the Project Land.
- xviii. **"Development Cost"** shall include all costs and expenses with respect to the Project up to the Completion of the Project, including but not limited to, the costs and expenses for the Approvals, construction and development of the Project, marketing and selling costs, maintenance costs and safety and security costs;
- xix. **"Execution Date"** shall mean the date on which this Agreement is executed by the Parties;





- xx. **"Encumbrances"** shall mean and include encumbrances, mortgages, charges, security interest, liens, *lis pendens*, attachments, leases, tenancies, *thika* tenancies, restrictive covenants, attachments, occupancy rights, uses, *debutter*s, *wakf*, trusts, bankruptcy, insolvency, acquisition, requisition, vesting, claims, demands, forfeitures and liabilities whatsoever or howsoever.
- xxi. **"Exclusions"** shall mean any amount received as other charges for the work done from the Transferees, stamp duty, registration fee and expenses, infrastructure cost, charges and deposits and expenses towards electricity connection, charges and deposits and expenses towards water, sanitation, drainage and sewerage, advance maintenance charges, maintenance deposits, society/ association formation charges, legal fees, goods and service tax ('**GST**') or any other statutory payments on such amounts and the Extras and Deposits.
- xxii. **"Extras and Deposits"** shall mean the amounts mentioned in the **FOUTH SCHEDULE** hereto;
- xxiii. **"Force Majeure Event"** shall mean an event which is beyond the reasonable control of a Party and which is unforeseeable or if foreseeable but unavoidable or insurmountable, which arises after the Execution Date and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and shall include, without limitation, fire, flood, earthquake, epidemics, typhoons, hurricanes, storms, landslides, lightning and other natural disasters or calamities, acts of terrorism, unavoidable accident, stoppage of work due to labour strikes, unrests, acts of God, war, insurrection, rebellion or any other event (whether of a similar or dissimilar nature) or non-availability of cement, steel or other construction material for any reasons including but not limited to strikes of manufacturers, suppliers, transporters or other intermediaries beyond a period of 2 months from the initial date of non-availability outside the control of the Parties provided the same is





not on account of any act or omission on the part of Either Party. This provision shall not be construed as relieving either Party from its obligation to pay any sum due to the other Party for the services performed up to the date of occurrence of Force Majeure Event;

xxiv. **"Government Authority"** shall mean any national, state, provincial, local or similar government, governmental, semi-governmental, regulatory or administrative authority, branch, agency, any statutory body or commission or any non-governmental regulatory or administrative authority, body or other organization in India to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization have the force of law or any court, tribunal, arbitral or judicial or quasi-judicial body, or any stock exchange of India;

xxv. **"Gross Sale Proceeds"** shall mean all proceeds of sale/transfer including application money, allotment money or denoted by any other nomenclature received and receivable from the Purchasers from time to time for sale/transfer of the flats/ apartments /saleable area in the Project but excluding the Pass Through Collections and refunds to the Purchasers;

xxvi. **"Marketing"** shall mean all forms of advertising and promotion of and any other form of dissemination of information about the Project and the flats/ apartments to be constructed on the Said Property to the public for the sale of the Saleable Area, through any medium, mode or format, including whether through print media, television, online, digital, electronic, audio, visual, signboards, billboards, letterheads, fee receipts, deposit receipts, promotional material and brochures or through channel partners, brokers, participation in the exhibitions, road-shows, etc., or otherwise;

xxvii. **"New Construction"** shall mean the additional structures that may be constructed by the Developer from time to time at the Project Land or portions thereof as per the sanctioned Building Plan and as per Applicable Law;



- xxviii. **"Owner's Allocation"** shall mean **60% (Sixty percent)** of the Sale Proceeds arising out of sale of the Transferable Areas at the Project.
- xxix. **"Parking Spaces"** shall mean the spaces at the Building Complex including any covered space, open area or under a shade at the open area or mechanized multilevel systems for parking of motor cars and/or two-wheelers.
- xxx. **"Pass Through Charges"** shall mean the Goods and Service Tax or any substitutes, additions or alterations thereof and any other impositions, levies or taxes (including Taxes deducted at Source) on the Transfer of any Transferable Areas in favour of the Transferees/ Purchasers.
- xxxi. **"Person(s)"** or **"person(s)"** shall mean any individual, sole proprietorship, partnership, firm, company, corporation, body corporate, joint venture, limited liability company, limited liability partnership, association, trust, governmental authority, Hindu Undivided Family, union, unincorporated organization or other similar organization or any other entity, and wherever relevant or permitted, shall include their respective successors and permitted assigns, and in case of an individual shall include his/her legal representatives, administrators, executors and heirs, and in case of a trust shall include the trustee or the trustees for the time being.
- xxxii. **"Project"** shall mean and include (a) construction of the New Construction at the Project Land and the overall development of the Building Complex, (b) Transfer of the Transferable Areas to the Transferees, (c) division/allocation of unsold residual areas, if any remaining, and (d) administration of Common Purposes until handing over to the Association, all as per the terms and conditions hereof;
- xxxiii. **'Project Development'** (with all its derivatives) shall refer to the construction and development of the Project through the optimal utilization of the FAR (Floor Area Ratio) of the Project Land, as permitted under applicable laws. This includes, but is not limited to, the construction of buildings, a club, common areas, facilities, and various





parts of the Project Land in consultation with the Owners. Should any additional FAR become available in the future under prevailing laws, it shall also be included in the definition of the Project, provided it is technically feasible and the Owner/Developer chooses to utilize it in the same agreed ratio. The Developer shall have the right to undertake the development on the Project Land as either a single or multiple developments/ Phases. This will be carried out after the plan is approved, the Owners fulfill their obligations, all necessary permissions and clearances are obtained (including registration under the Real Estate (Regulation and Development) Act, 2016 (RERA)), and no legal impediments exist;

- xxxiv. **"Project Accounts"** shall have the meaning ascribed to it in **Clause 11.3**;
- xxxv. **"Project Land"** shall have the meaning ascribed to it in Recital A;
- xxxvi. **"Real Estate Law"** shall mean Real Estate (Regulation and Development) Act, 2016 (RERA) and the amendments and substitutes thereof and all rules, regulations, notifications, circulars, orders, and byelaws thereunder as may be applicable from time to time and the Developer shall be liable and responsible for due compliance of the Real Estate Law in respect of all scalable areas comprised in Said Project and/or said Project Land and the sale thereof;
- xxxvii. **"Sale Proceeds"** shall mean proceeds from the sale of the Units in the Project and other Transferable Area in the Project that is built on the Project Land and any other amounts received including charges towards exclusive right of use open terraces, garden spaces, premium/ preference location charges but shall exclude the Exclusions.
- xxxviii. **"Share in Land"** shall mean the proportionate undivided share in the land of whole or part of the Project Land attributable to any Unit.
- xxxix. **"Specification"** shall mean constructions and erections of the New Buildings upon the said Project land shall be as per specifications described in the **Fifth Schedule** below, common to all Units of the New Building, subject to minor alterations or modifications in



accordance with prevailing Act or Rule, with the consent of the Architect.

- xl. **"Transfer"** with its grammatical variations shall include transfers primarily by sale but with possibility of leases and otherwise as applicable under law and as decided by the Developer. The term **"Transferred"** shall be construed accordingly.
- xli. **"Transferable Areas"** shall mean the Units, Parking Spaces, other constructed spaces and all other areas at the Building Complex and Project Land capable of being Transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise and shall also include any right, benefit or privilege at the Building Complex and Project Land capable of being commercially exploited and wherever the context so permits or requires shall include the undivided Share in Land.
- xlii. **"Transferees/ Purchasers"** shall mean the persons to whom any Transferable Areas in the Project is Transferred or agreed to be Transferred.
- xliii. **"Title Deeds"** shall refers to the documents that establish the Owners' ownership of the entire Project Land, as specified in the **SIXTH SCHEDULE** below, along with any other available title documents related to the same."
- xliv. **"Units"** shall mean the independent and self-contained commercial units, office spaces, shops and other constructed spaces (both, existing and those to be constructed as part of the New Construction) capable of being exclusively held, used or occupied by person/s.

**2. INTERPRETATION:** In this Agreement (unless otherwise specified):

- a. references to any document, agreement or contract are to that document, agreement or contract as amended, modified or supplemented from time to time in accordance with its terms;
- b. references to a Recital, Clause or Schedule are to a recital, clause or schedule of or to this Agreement and a reference to a Sub-clause or





Paragraph is to a sub-clause or paragraph of the Clause or Schedule in which it appears;

- c. whenever the words **include**, **includes** or **including** are used, they will be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import;
- d. the expressions **'hereof'**, **'herein'**, **'hereto'** and/or similar expressions shall be construed as references to this Agreement as a whole and not limited to the particular Clause or Sub-Clause in which such expression appears;
- e. references to an individual include such person's estate and personal representatives;
- f. any reference to any law shall include a reference to such law as amended, modified or re-enacted from time to time, and any rule or regulation promulgated thereunder
- g. references to days, months and years are to Gregorian days, months and calendar years respectively;
- h. expressions in the singular will include the plural and in the masculine shall include the feminine and neuter and vice versa;
- i. the headings in this Agreement are for convenience only and do not affect its construction or interpretation; and
- j. the Recitals and Schedules form an integral part of this Agreement.

### **3. REPRESENTATIONS AND WARRANTIES:**

- 3.1. The Owners hereby, with respect to their ownership in the Project Land, make the following representations, assurances and warranties to the Developer for the purpose of entering upon this Agreement and the transactions envisaged herein:





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- (i) That the Owners are the absolute, sole and legal owners of the Project Land with clear and marketable title free from all Encumbrances whatsoever or howsoever.
- (ii) That the Project Land or any part thereof is not affected by or subject to (a) any right of residence or maintenance under any testamentary disposition settlement or other documents or under any Applicable Law, (b) any trust resulting or constructively arising under any *debutter* name benami transaction or otherwise, (c) any *debutter wakf* or *devseva*, (d) any right of way water light support drainage or any other easement with any person or property, (e) any burden, legal proceeding or obligation, (f) any restrictive covenant, (g) any registered or equitable mortgage or anomalous mortgage or charge or lien save and except the Existing Mortgage, and (h) any other Encumbrance of any kind whatsoever.
- (iii) That the Owners are reflected as owners as per the records of the Kolkata Municipal Corporation and the Land and Land Reforms Records, in respect of the Project Land.
- (iv) The Owners are in uninterrupted, vacant, and peaceful physical possession of the Project Land.
- (v) That there are no outstanding Khaznas, taxes and/or other outgoings (or pending GRs) which are payable for the Project Land as on the date of this Agreement.
- (vi) That apart from the Owners, no other person and/or entity has any right, title, and interest in the Project Land whether by way of sale, transfer, mortgage, inheritance, succession and/or other modes of transfer and that no consent is required from any other person and/or entity (including any minor) in the Owners entering into this Agreement and completing the transactions envisaged herein. The Owners further represent that this



Agreement covers and is in respect of the Owners' entire right, title and interest in the Project Land (both present and future) in consideration of the Owners' Allocation.

- (vii) That the Project Land is fit for commercial exploitation (including under Applicable Law).
- (viii) That there is no injunction, status quo, impediment, obstruction, restriction or prohibition in the Owners entering upon this Agreement and/or in the development and transfer of the Project Land nor is there any notice or proceeding affecting the same.
- (ix) That there is no notice of acquisition or requisition or alignment received or pending in respect of the Project Land or any part thereof and the Project Land or any part thereof does not contain any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 and/or any other applicable land ceiling laws.
- (x) That no declaration has been made or published for acquisition or requisition of the Project Land or any portion thereof under the Land Acquisition Act, 1894 or any other Act for the time being in force.
- (xi) That the Project Land or any portion thereof is not affected by any notice or scheme or alignment of the Kolkata Municipal Corporation, the Kolkata Metropolitan Development Authority or the Kolkata Improvement Trust or the Metro Railways or the Government or any other public body or authority.
- (xii) That the Project Land or any part thereof has not been attached or forfeited and/or is liable to be attached or forfeited under any laws or order or decree of any authority or Court of Law or due to Income Tax, Foreign Exchange, Money Laundering or any other Statutory Dues or Public Demand.





thereof is in operation or in existence by which any right of third party is created or intended to be created over the Project Land or any portion thereof.

- (xix) That the representations assurances warranties and covenants contained in the title deeds by which the Owners acquired the Project Land still hold true and the Owners, have not done any act deed or thing which could or has in any manner Encumbered or affected their title or interest in the Project Land.
- (xx) That no Receiver has been appointed in respect of the Project Land.

3.2. The Developer hereby makes the following representations, assurances and warranties to the Owners for the purpose of entering upon this Agreement and the transactions envisaged herein:

- (i) The Developer is carrying on the business of construction and development of real estate.
- (ii) The Developer has the necessary expertise, infrastructure and financial capacity and other resources to develop and commercially exploit the Project Land by constructing the Building Complex at the Project Land and meet all other obligations for development of the Building Complex.
- (iii) The Developer shall not abandon, delay or neglect the development of the Project Land, beginning of construction of the Project, getting the Building Plan sanctioned from the relevant authority and obtaining other necessary clearances from the appropriate authorities.
- (iv) Subject to the terms hereof, there is no difficulty in compliance of the obligations of the Developer hereunder.



- (v) It has not done any act, deed or thing, which curtails or is likely to curtail, restrict or prejudice its right to develop the Project Land as per this Agreement.
- (vi) The Developer shall be liable for all statutory compliances, including environmental law related compliances, compliance with safety requirements and any such other compliances required under Applicable Laws for and in connection with the execution of the Project and the Owners shall have no obligations or liabilities of any nature whatsoever in this regard other than liabilities arising due to any fraud, negligence and/or wilful misconduct of the Owners.
- (vii) The Developer shall take all reasonable and proper steps for protecting, securing, lighting and guarding all places on or about the Project Land, non-compliance of which may be hazardous to any person on the Project Land or to any member of the public and maintain at its costs sufficient lights, guards and fencing, where necessary or required by any Government Authority or Applicable Laws for the safety and convenience of all persons on the Project Land and members of the public.
- (viii) There is no pending litigation(s) including any appellate proceedings, arbitrations, suits, proceedings, disputes, lis-pendens, attachment, claims, demands, prohibitory orders, notices of any nature whatsoever concerning or relating to or involving the Developer pertaining to its ability and rights to develop the Project Land. There are no court orders or any orders/ directions from any Governmental Agency or any other person, which may have any adverse effect on the ability and right of the Developer to perform its obligations contained herein.
- (ix) The Developer has full authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.



- 3.3. **Decision to Develop:** The Developer approached the Owners offering to develop the Said Project Land and thereafter it was mutually decided that the Developer shall develop the Said Project Land by constructing thereon the New Building and commercial exploitation of the New Building for the benefit of the Parties hereto. In terms of this Agreement, the Developer shall be entitled to market and sell/transfer to prospective transferees of the sellable spaces in the New Building and likewise in terms of this Agreement.
- 3.4. **Finalization of Terms Based on Reliance on Representations:** Pursuant to the above and relying on the representations made by the Parties to each other, final terms and conditions for the Said Project are being recorded by this Agreement.

#### 4. **APPOINTMENT AND CONSIDERATION**

- 4.1. The Owners have entered into this Agreement with the Developer for the development of the Project Land in accordance with the applicable rules and regulations framed by the Kolkata Municipal Corporation as well as other Applicable Law whereby and whereunder the Owners have agreed that the Developer shall exclusively develop and commercially exploit the Project Land and develop the Building Complex thereto and the Parties have agreed to share the Sales Proceeds in the Agreed Ratio and to define and allocate between them unsold areas, if any. It being clarified that the Owners and Developer shall receive the sale proceeds as consideration for selling their respective undivided proportionate share as stated above in the Project Land to the Transferees. It is further clarified that no consideration is payable by the Developer to the Owners for grant of the Development Rights or by the Owners to the Developer for development of the Project per se under the terms of this Agreement.
- 4.2. With effect from the date hereof, the Developer shall have the sole and exclusive rights, authorities and entitlements to (a) develop or cause to





be developed the Building Complex at the Project Land, (b) administer the Project in the manner and until the period as morefully contained herein, (c) Transfer the Transferable Areas comprised within Building Complex jointly along with the Owners, in the manner contained herein, on and subject to the terms and conditions hereinafter contained.

- 4.3. The Building Complex shall be constructed or caused to be constructed by the Developer at its own costs and expenses. The Owners hereby agree to sell and transfer the Transferable Areas together with the relevant Share in Land attributable to the Transferable Areas in favour of the concerned Transferees.
- 4.4. That the Developer shall have the right to manage and sell all constructed spaces within the Project. After deducting any brokerage costs and other exclusions, the proceeds from the sale and transfer of these spaces to purchasers or transferees will be divided between the Owners and the Developer. The Owners will receive 60% of the net proceeds, to be distributed inter se according to their respective landholdings' share, while the Developer will retain the remaining 40%. The Owners agree to indemnify the Developer against any lawsuits or claims arising from the distribution of sale proceeds among the Owners, particularly if the distribution is contested.

## 5. TITLE RELATED OBLIGATIONS

The Owners shall comply with and meet the following criteria and requirements:

- 5.1. Marketable Title: The Owners shall establish, keep, and maintain good and marketable title to the Project Land. The Owners shall have absolute responsibility in respect of the ownership and title of the Project Land and for ensuring a marketable title in respect of the Project Land to the Developer and all Transferees and the Owners agree not to create any Encumbrance or do any act deed or thing which may result in any defect in their title to the Project Land. Any objection or claim of



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any Person in respect of the Project Land shall be dealt with and settled and cleared by the Owners immediately and in any event within 30 (thirty) days from the date of receiving such objection or claim, at their own cost and expense. The foregoing obligation of the Owners shall subsist at all times till the completion of the Project.

- 5.2. Free from Encumbrances: The Owners shall be liable and responsible for any Encumbrances in respect of title of the Project Land with effect from the date hereof and shall ensure that the Project Land is free from any Encumbrance including any Mortgage(s) of the said Project Land. In case any other issues/obligations arise in connection with the ownership and/or possession of the Project Land then the same shall be resolved by the Owners at their own costs and expenses.
- 5.3. Boundary Wall and Direct Access: The Project Land is secured by boundary walls with proper access which will be made available to the Developer at all times.
- 5.4. Mutation: The Owners have caused their respective names to be mutated in the records of the Kolkata Municipal Corporation as well as in the records of Land Reforms Department in respect of the Project Land.
- 5.5. Conversion: The Owners have caused the conversion of the Plots/ Dags comprising Project land from erstwhile Classifications to "Commercial Bastu" from competent authority of the Land and Land Reforms Department, South 24 Parganas.
- 5.6. Physical Possession: Neither there is nor shall there be any claim or interference or obstruction of any other person/ entity as regards possession of the Project Land or any part thereof as against the Developer.
- 5.7. Clearances: The Owners shall cooperate fully and in a time bound manner in application for and obtaining all permissions, clearances or certificates, the sanction of Building Plans from any authority or





statutory body as may be required under Applicable Law in respect of the Project Land and/or title of the Project Land or to commence development on the Project Land.

5.8. Municipal and statutory Dues: The Parties have agreed to the following arrangement with respect to payment of all municipal and all other rates taxes land revenue and other dues and outgoings ("**Outgoings**") in respect of the Project Land:

- (a) For all times up to the date of sanction of the Building Plan, the Owners shall bear all Outgoings;
- (b) On and from the date of sanction of the Building Plan, till the handover of the Units to the Transferees or the Completion Certificate being issued by the Kolkata Municipal Corporation, whichever is earlier, the Developer shall bear all Outgoings; and
- (c) On and from handover of the Units to the Transferees, the relevant Transferee shall bear all Outgoings in proportion to its Unit and for any unsold Units, the Parties shall bear the Outgoings in the Agreed Ratio.

## **6. OBLIGATIONS OF THE PARTIES**

6.1. The Owners hereby agree, undertake and confirm to perform the following obligations to the satisfaction of the Developer:

- (a) The Owners shall not do any act whereby their right, title and interest in the Project Land is prejudicially affected and/or the Project Land is otherwise Encumbered, and/or such act has an adverse effect on the Project and the rights of the Developer contained herein.
- (b) With effect from the execution of this Agreement, the Owners shall not seek other developers, purchasers or tenants for the Project Land, provide any deeds, papers, documents and information concerning the Project Land to anyone, negotiate,



solicit or agree with anyone other than the Developer any terms for the transfer or development of the Project Land, give access to the Project Land to any third party like prospective joint developer, buyer or mortgagee or any surveyor, valuer or other person acting on its behalf or do any other acts, deeds or things which shall violate or infringe upon the Development Rights of the Developer. It being provided that in case any Statutory Body/ Governmental Authority requires access to the Project Land pursuant to a direction of a Court and/or other statutory direction, the Owners shall provide access of the Project Land to such Statutory Body/ Governmental Authority and shall inform the Developer in writing regarding the same as promptly as possible but in any event within 3 (three) days of the request for access.

- (c) The Owners shall hand over free, vacant and khas possession of the Project Land to the Developer on the execution of this Agreement.
- (d) The Owners shall not part with the possession of the Project Land during the tenure of this Agreement.

6.2. The Developer hereby agrees, undertakes and confirms to perform the following obligations:

- (a) The Developer shall at its own cost and expense prepare the Building Plans for the Project to avail and utilise the maximum permitted floor area ratio (FAR) under Applicable Law including all additional FAR to be obtained on account of Metro/Green Building and/or otherwise including additional of car parking spaces and/or saleable area. The Developer shall also make necessary applications for obtaining the sanction of the Building Plan from the Kolkata Municipal Corporation and other



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appropriate authorities from the execution of the development agreement.

- (b) The Developer shall at its own risk, costs and expenses ensure compliance with the appropriate Applicable Law and seek the necessary approvals, clearances and/or permits from the relevant Governmental Authority. Copies of the relevant approvals, clearances and/or permits shall be provided by the Developer to the Owners upon request being made by the Owners.
- (c) The Developer shall procure all necessary approvals, permits, consents and/or other sanctions required for the Project (including the Completion Certificate for the Project) under Applicable Law.
- (d) The Developer shall adhere to good quality materials and good workmanship in the Project.
- (e) The Developer shall brand, market and advertise the Project in all respects as per Real Estate Law, under its own brand.

## **7. TITLE DEEDS**

- 7.1. It has been agreed by and between the parties hereto that the original title deeds pertaining to the said Project Lands shall be kept in a Bank Locker(s) operated by the representative of the Developer and Owners. The cost of operating the said locker shall be borne by the Developer.
- 7.2. Upon Completion of Construction of the Project, the original Title Deeds shall be handed over to the Association of Transferees in accordance with Real Estate Law and/or Applicable Law.

## **8. ENTRY**

- 8.1. With effect from the date of execution of this Agreement, the Developer shall have the full free and unfettered right to enter upon the Project





Land for the purpose of survey, soil testing, planning and preparation of plans, inspection and other initial works pertaining to the proposed development.

- 8.2. With effect from the date of sanction of Building Plans, the Developer shall have the full, free and unfettered right to enter upon the Project Land and carry out all development activities and to keep the same secured by appointing its security personnel.

## 8. **PLANNING OF THE PROJECT**

- 8.1. Planning: The planning and layout for the development of the Project including, *inter alia*, the decisions on the size and height each thereof, the design, concept and layout of the New Constructions and also of landscaping, plantation, walkways, driveways at the Project Land, the number and area and type of use of Units and other Transferable Areas in the Building Complex and other portions of the Project Land with sharing of all/any facilities/infrastructure shall be done by the Developer and the Owners jointly. The Developer shall prepare such plans and provide the same to the Owners for their suggestions and inputs. The Owners shall have a period of 7 (seven) days to provide such suggestions and inputs and in case of no such suggestion or inputs received from the Owners within the said period, the Owners shall be deemed to have approved such plans without any modifications. If the Owners have provided any suggestions or inputs, the Developer shall endeavour to incorporate the same subject to the approval of the Architect and if permissible by Applicable Law.
- 8.2. Survey And Soil Testing: The Developer shall at its own costs and expenses carry out necessary survey and soil testing and other preparatory works in respect of the Project Land.
- 8.3. Building Plans:



- (a) The Developer shall cause to be prepared the proposed Building Plans and shall follow the procedure laid out in Clause 8.1 above.
- (b) The Developer shall be entitled from time to time to cause modifications and alterations to the Building Plans in such manner and to such extent as the Developer may deem fit and proper. The Developer shall share all such modifications and alterations with the Owners for their consent. The Owners shall have a period of 7 (seven) days to provide their consent and in case of no response received from the Owners within the said period, such modifications and alterations shall be deemed to have approved by the Owners. If the Owners have provided any suggestions or inputs, the Developer shall endeavour to incorporate the same subject to the approval of the Architect and if permissible by Applicable Law.
- (c) The Developer shall obtain all the clearances, permissions, no objection certificates and other approvals required for sanction of the Building Plans and carrying out the development at the Project Land, including those required from Pollution Control Authority, Airport Authority, Fire Service Authorities, Environmental Clearances, Police Authorities, Municipal Authorities any other Statutory Authorities The Developer shall also obtain necessary partial and/or full Completion/Occupancy Certificate from the Kolkata Municipal Corporation at its own cost. The Owners shall facilitate and help the Developer and cooperate with the Developer and do all acts, deeds, matters and things necessary for the Developer to obtain such clearances, permissions, no objection certificates and other approvals required for sanction of the Building Plans for the purpose of the Project within reasonable time of a request being made by the Developer.





- 8.4. **Signature And Submission:** The Owners shall, in a timebound manner, sign, execute, submit and deliver all applications, undertakings, declarations, affidavits, plans, gift deeds to Kolkata Municipal Corporation, boundary declarations, undertakings, letters and other documents and do all acts deeds and things as may be required by the Developer in connection with the application and/or obtaining the sanction of the Building Plans and for obtaining any sanctions and/or approvals required by the Developer and/or for commencing or carrying out the Project and for obtaining any utilities and permissions thereat.

## 9. **CONSTRUCTION OF THE PROJECT**

- 9.1. **Boundary Wall:** The Developer shall, if required, repair the boundary walls wherever damaged.
- 9.2. **Good Construction:** The Developer shall construct erect and carry out the development at the Project Land in a good and good workmanship with good quality of materials with the specifications mutually agreed and accepted between the Parties and upon due compliance of the Building Plans and Applicable Law affecting the same. The Developer shall have the sole and complete rights and obligations in respect of all aspects of development and construction.
- 9.3. **Applicable Laws:** The Developer shall comply with all necessary requirements under Applicable Laws and required to be complied with by developers of real estate projects and the Owners shall co-operate and assist the Developer in respect thereof and the Owners shall comply with all necessary requirements under the Applicable Laws required to be complied with by land owners of a real estate project.
- 9.4. **Team:** The entire team of people required for the execution of the Project shall be such person as may be selected and appointed by the Developer at its sole discretion. The Architect for the Building Complex shall be selected exclusively by the Developer with consultation with the Owners. All persons employed by the Developer for the purpose of



construction such as architects, contractors, labourers, care-takers etc., shall be the persons under the appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc. or their acts in any manner whatsoever and shall have no responsibility towards compliance of the provisions of labour laws, payment of wages, payment of P.F., E.S.I. etc., maintenance of records of labourers etc. and all the responsibilities in this regard shall be that of the Developer.

- 9.5. Utilities: The Developer shall at its own costs and expenses be entitled to utilize the existing available and/or modify or alter or apply for and obtain new connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities (whether temporary or permanent) from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the Building Complex.
- 9.6. Common Areas And Installations: The Developer shall identify the Common Areas and Installations in the Project Land meant jointly or individually for the Building Complex and/or the Project Land as a whole and also for all or some of the Transferees and/or Transferable Areas. The Developer shall be entitled to:
  - (a) Allow or permit only phase wise and/or provisional and/or partial use of any of the Common Areas and Installations until completion of construction of the Project or until such earlier time as the Developer may deem fit and proper; and
  - (b) Provide for separate entrances and other Common Areas and Installations for different groups of Transferees.
- 9.7. Common Portions: The Developer shall, at its own costs, install and erect in the Said Project the common areas, amenities and facilities such as stairways, lifts, generators, fire fighting apparatus, passages,





driveways, common lavatory, electric meter space, pump room, reservoir, over head water tank, water pump and motor, water connection, drainage connection, sewerage connection and other facilities required for establishment, enjoyment, maintenance and management of the Phase-II of Said Project and a social and recreational club with amenities and facilities such as gym, swimming pool etc.

- 9.8. Areas: The carpet area, the built-up and super built-up area in respect of all the Units and other Transferable Areas in the Project shall be as per Applicable Laws and shall be such as be determined by the Project's Architect.
- 9.9. Management, Control and Authority: With effect from the date of execution of this Agreement, the Developer shall have the exclusive and unobstructed right to administer the Project till the formation of the Association of Transferees or the Project being issued the Completion Certificate or within 2 (two) years of handing over possession of the Transferable Areas, whichever is later.
- 9.10. Name: The name of the Project shall be **"MIRANIA EVARA"** or such other name(s) as the Parties may jointly decide.
- 9.11. Time for planning and construction:
  - (a) Time: Subject to any events of Force Majeure, the Developer shall:
    - i. Obtain the sanction of the Building Plan and all other approvals, consents, permits, registrations required for commencement of construction and development at the Project Land (including, if applicable to the Project, registration of the Project under the Real Estate [Regulation and Development] Act, 2016 [as applicable to the State of West Bengal]) (**"WBRERA"**) within a maximum period of 9 (nine) months from the Execution Date with an additional grace period of 3 (three) months. (**"Project Approval Date"**); and





- ii. Complete the construction of the Project as sanctioned within 4 (four) years from the Project Approval Date with a grace period of 6 (six) months thereon.
  - (b) In addition to the above it is expressly agreed and provided that in case of there being any dispute or litigation or claim pertaining to the ownership or title of the Project Land or any non-compliance of the obligations of the Owners, then until resolution of such dispute or litigation or claim and/or compliance of the concerned obligation by the Owners to the satisfaction of the Developer, the time for compliance of its obligations by the Developer shall not be counted and shall *ipso facto* stand added to the time granted to the Developer.
- 9.12. **Completion Of Construction:** The construction of Project shall be deemed to have been completed on the issuance of Completion Certificate in respect thereof by the Kolkata Municipal Corporation as required under Applicable Law ("**Completion of Construction**"). It is clarified that the elevation works and decoration and beautification works, landscaping works, pavements, permanent connections relating to the common amenities may be continued and carried out after Completion of Construction. Such works, however, must be completed within a period of 6 (Six) months from the Completion of Construction.
- 9.13. **Costs And Expenses:** All costs of construction and development of the Building Complex at the Project Land shall be borne and paid by the Developer.
- 9.14. **Extras and Deposits:** For permanent electric connection to the Units, the Transferees shall pay the deposits demanded by CESC Limited and/or other agencies. It is clarified that the Developer alone shall be entitled to receive and appropriate from **all** the Transferees **(1)** charges for HT electric equipment and cabling **(2)** charges for generator and other amenities and facilities **(3)** deposits and advance for maintenance



(4) deposits or proportionate share of deposits required to be given to the power supply agency (5) deposits or proportionate share of deposits required to be given to other statutory and/or utility supply agencies (6) Municipal taxes and all other tax outgoings in respect of the Units (including all other taxes as may be levied by the statutory authorities) (7) club membership fees (8) guarding charges (9) service tax and (10) legal documentation charges.

- 9.15. **Building Materials:** The Developer shall be authorized in the name of the Owners to apply for and obtain at the costs of the Developer, quotas, entitlements and allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the Said Project and the Owners shall have no liability or responsibility therefor.
- 9.16. **Additional/Further Construction:** Upon sanction of the Building Plans, the Developer shall, if so and as is thereafter possible/permissible to be caused to be sanctioned and constructed, be entitled (and not obliged) to apply for sanction of additional/further constructions (including any incremental parking space) beyond those sanctioned under the Building Plans and beyond those on account of Green Building/ Metro Corridor. In case such additional area is sanctioned, the same shall form part of the Project and the Transferable Areas.
- 9.17. **Co-operation:** Neither Party shall indulge in any activity that may be detrimental to the Project and/or which may affect the mutual interest of the Parties. The Owners shall provide all cooperation that may be necessary for successful completion of the Said Project.
10. **Project Finance:** The Developer may arrange for financing of the Said Project (**Project Finance**) by a Bank/Financial Institution (**Banker**). Such Project Finance can be secured on the strength of the security of the Developer's Entitlement and construction work-in-progress/receivables



to the extent pertaining to the Developer's Entitlement but collateral security may be created by depositing the original title deeds of the Said Project Land, in which event the Custodian shall handover the original title deeds and link deeds to the Developer. The Owners shall deposit the title deeds of the Said Project Land with the Banker but on the clear understanding that the Banker shall have no right of recovery against the Owners and the Owners' Entitlement. For this purpose, the Owners undertake to sign and execute all necessary documents and if required by the Banker, the Owners shall join as consenting party to create a charge in favour of Banker for availing such Project Finance. For the avoidance of doubt it is clarified that the Owners shall at all times be obligated to sign and execute all documents required by the Banker for the Developer availing Project Finance. It is further clarified that the Developer shall solely remain liable and responsible for repayment of the amounts so borrowed together with the interest and penal interest accrued due thereon and shall keep the Owners and/or its partners and officers saved, harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings including litigation costs.

#### **11. TRANSFER AND MANNER**

- 11.1. Transfer: Both Parties shall be parties to the agreements and deeds to be entered into with the Transferees. The Owners shall be represented by the Developer through the registered power of attorney that the Owners have executed in favour of the Developer pursuant to this Agreement.
- 11.2. Manner of Transfer: The Parties agree to the following terms and conditions in respect of the Transfer:
  - (a) Rate and Price for Transfer: The rates at which booking for Transfer of the Units shall be such as finalized by the Developer and the Owners, jointly, prior to the launch of the Project. The Developer shall not accept any bookings or otherwise sell any Units at any





rate lower than such pre-agreed rates. The Developer shall sign all allotment letters and for the foregoing purpose, the Developer shall not use the Power of Attorney issued by the Owners pursuant to this Agreement.

- (b) **Publicity:** The Developer shall have the sole right in respect of the advertisement and placing signage's at the Project Land and the Buildings to be constructed. The Developer shall also be entitled to advertise regarding sale of the Units within the Project. The Developer shall negotiate and settle the costs and other terms with marketing and publicity agents and use its brands and logo in publicity materials and media.
- (c) **Signature to Agreements and Deeds:** The Agreements and final Transfer deeds or deeds relating to Transfer of the Units, Parking Spaces and other Transferable Areas shall be executed by the Owners (represented by the Developer vide the Power of Attorney granted pursuant to this Agreement) and the Developer. All documents executed between the Owners, Developer and the Transferees shall contain appropriate representations (backed by indemnification obligations) from the Owners relating to the clarity and marketability of the Project Land and shall contain appropriate representations (backed by indemnification obligations) from the Developer relating construction and development of the Project.

11.3. **Advocates:** All documents of transfer or otherwise shall be such as be drafted by the advocates jointly appointed by the Developer and the Owners.

11.4. **Loans by Transferees:** The Transferees shall be entitled to take loans for the purpose of acquiring specific Units and Transferable Areas from banks, institutions and entities granting such loans. The Owners and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents etc. as be required in this regard by



such banks, institutions and entities Provided that there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Project/Project Land except the Unit and appurtenances under Transfer and save those occasioned due to cancellation of the agreement with the Transferee. The Developer shall endeavour to have the Project sanctioned by leading public sector and private banks.

- 11.5. Marketing and Brokerage: The marketing of the Project shall be done by the Developer directly or through Marketing Agents, brokers, sub-brokers and other agents selected, appointed or discontinued by the Developer. Only Developer shall bear marketing cost and brokerage cost.

11. **EXTRAS AND DEPOSITS, DISTRIBUTION AND SECURITY DEPOSIT**

- 11.1. The Developer shall be entitled to the entirety of all Extras and Deposits to the exclusion of the Owners.
- 11.2. Modus of Distribution: The Developer shall be entitled to receive the entirety of the Pass Through Charges and Extras and Deposits. All Extras and Deposits and Pass Through Charges shall be taken separately by the Developer in the name of the Developer alone for the Owners' Allocation and for the Developer's Allocation.
- 11.3. Project Accounts: Subject to applicable Real Estate law ('RERA') and rules, the Developer shall open a Project Collection Escrow Account, the 70% Account and the 30% Account (collectively "**Project Accounts**") in a Bank to be mutually agreed between the Parties. The cost of opening the above Project Accounts shall be part of the Development Cost. All Gross Sales Revenue shall be deposited in Project Collection Escrow Account. All the application forms, buyer agreements and other documents to be executed with the Transferees / Purchasers of the Units shall mention the details of the Project Collection Escrow Account





wherein, such amount shall be deposited by the Purchasers except the Extras and Deposits ('EDC'). All the cheques, demand drafts or any other payment instrument as may be received from the Purchasers shall be deposited in the Project Collection Escrow Account except the Extras and Deposits ('EDC'). The Bank acting as the escrow agent will have the standing instruction to transfer the amounts in the 70% Account and 30% Account as set forth in the clause 11.4 below.

- 11.4. Operation of the 70% Account and 30% Account: During the term of this Agreement, on end of each day, 70% of the amounts (or such other amounts as are from time to time prescribed under Applicable Law) in the Project Collection Escrow Account shall be transferred to a separate bank account ("**70% Account**" or "**Project Disbursal Account**") and 30% of the amounts in the Project Collection Escrow Account shall be transferred to a separate bank account ("**30% Account**"). The 70% Account shall be notified as the designated account to the WBRERA Authority at the time of registration of the Project with the WBRERA Authority. Any withdrawal from the 70% Account shall be in accordance with WBRERA and upon withdrawal shall be transferred to the 30% Account. The amounts received in the 30% Account, there shall be standing instructions to the Bank about transfer of the funds therein to the Developer's Sale Proceeds Bank account and to the Owners' Sale Proceeds Bank account as per the Agreed Ratio.
- 11.5. Real Estate Law (RERA) Compliance: All necessary compliances of RERA to the Project shall be completed. The Developer shall at its own costs, charges, expenses, outgoings and fees comply with all requirements and obligations of the Developer under the Real Estate Law and for such purpose sign and submit the necessary papers and documents as may be required. The development and construction related compliances shall be the obligation of the Developer and the title related obligations shall be assumed and discharged by the Owners.



- 11.6. Extras And Deposits: All Extras and Deposits as per the **THIRD SCHEDULE** hereto that may be agreed to be charged by the Developer directly from any Transferee shall be taken and deposited by the Developer separately in its separate bank account. The residue remaining with the Developer on account of Deposits shall, upon formation of the Association in respect of the Project, be handed over to such Association by the Developer after adjusting the dues and arrears receivable by the Developer.
- 11.7. Acknowledgments: The Developer shall be and is hereby authorized to issue receipts on behalf of itself and the Owners for the amounts so received which shall fully bind both the Owners and the Developer.
- 11.8. Accounts: The Developer shall maintain proper separate accounts pertaining to all the transactions relating to Transfer of the Project and the Extras and Deposits and other amounts received by the Developer in connection therewith.
- 11.9. Errors and Omissions: All payments made by the Parties to each other shall be subject to any errors or omissions and the consequent accounting and settlement when detected.
- 11.10. Final Accounts: After fulfilment of this Agreement or at such time as the Parties mutually agree, the final accounts pertaining to the entire period of continuance of this Agreement shall be made and finalized by the Parties.
- 11.11. Acceptance of Accounts: The accounts as on any given date shall be deemed to be final and accepted (save for any errors or omissions on the face of the record and/or objected to by the other party of the instant) if no objection from any Party is received in respect thereon within 30 (thirty) days of such given date.
12. **UNSOLD AREAS, IF ANY, ON COMPLETION**
- 12.1. In case upon expiry of 6 (six) months from the date of Completion of Construction of the Building Complex, there be or remain unsold





Transferable Areas (for which no agreement is entered with any Transferee), the Parties may, upon mutually agreed terms divide and allocate separate areas out of such unsold areas (hereinafter referred to as "**the Residual Areas**") and the following terms and conditions shall apply in connection therewith:

- (a) The Owners and the Developer would be allocated and be entitled to identified units or portions of the Residual Areas and other areas, if any, as per the Agreed Ratio i.e., the Developer shall be entitled to 40% (Fourty percent) of the Residual Areas and the Owners shall be collectively entitled to 60% (Sixtyzxm[percent) of the Residual Areas.
- (b) The location of the respective identified areas of the Parties comprised in the Residual Areas shall be identified on mutually agreed terms and the areas so identified for the Owners shall belong to the Owners together with the appurtenant Shares in Land and Common Areas and Installations and the areas so identified for the Developer shall belong to the Developer jointly together with the appurtenant Shares in Land and Common Areas and Installations. The Developer shall not be liable in any manner for the *inter se* allocation of the Residual Areas belonging to the Owners and the obligation of the Developer shall be to hand over the Residual Areas of the Owners collectively and not individually.
- (c) All other areas agreed to be Transferred or Transferred prior to separate identification shall continue to be Transferred by the Owners and-the Developer, as the case may be, on the relevant terms and conditions mentioned in this Agreement.
- (d) In case, while demarcating and identifying the respective allocations of the Parties as aforesaid, it is found that the areas in any of the Residual Areas cannot be allocated exactly, then the Party receiving less area with regard to revenue share shall be paid





by the Party receiving more area a mutually agreed monetary compensation therefor based on valuation thereof.

- (e) The Developer shall deliver the identified separate Residual Area of the Owners' Allocation to the Owners jointly and retain the Developer's Allocation for its own use or the use of its Transferees thereof.
- (f) The Owners shall be liable to pay applicable GST and marketing costs and the Extras and Deposits to the Developer on allocation of the Owners' Residual Areas.

12.2. Transfer of the Residual Areas: The Owners and the Developer shall be entitled to deal with and dispose of their respective separately identified allocation forming part of the Residual Areas to such Transferees as they may respectively deem fit and proper. The Developer shall issue a registered power of attorney in favour of the Owners at the time of allocation of the Owners' Residual Areas to the Owners and pursuant thereto, the Developer shall be represented by the Owners in all sale deeds and documents with the Transferees of the Owners' Residual Areas vide such power of attorney. The Owners shall be made party to the agreements and all other sale deeds and documents with the Transferees of the Developer's Residual Areas (represented by the Developer vide the power of attorney to be granted pursuant to this Agreement). Provided However That:-

- (a) The dealings of either Party with regard to their respective allocation shall not in any manner fasten or create any additional financial or monetary liabilities upon the other Party.
- (b) Neither Party shall make any commitment or enter upon any term which is or may be repugnant to or contrary to those contained or otherwise affects or prejudices the scope of the respective rights and obligations of the Parties herein.



- (c) Any transfer by any Party shall be at its own risks and consequences.
- (d) The Parties shall not be entitled to sell and transfer the Residual Areas at prices less than those mutually agreed.
- (e) Save as aforesaid all other terms and conditions of this Agreement shall apply *mutatis mutandis*.

### 13. **COMMON PURPOSES AND MAINTENANCE IN-CHARGE**

- 13.1. Common Purposes: The Owners and the Developer and all Transferees shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Developer in accordance with Applicable Law and adopted for or relating to the Common Purposes of managing, maintaining, administering, up-keep and security of the Project and in particular the Common Areas and Installations.
- 13.2. Maintenance In-Charge: The Developer shall upon Completion of Construction of the Project form one or more Maintenance Company and/or Association for the Common Purposes and till then, the Developer or its nominee shall be in charge for the Common Purposes. It is expressly agreed and understood that so long as the Developer or its nominee remains the Maintenance In-charge, the Owners and/or their nominees or Transferees shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred. Further the Developer shall not be bound to continue with such responsibility of administration of the Common Purposes beyond 12 (twelve) months from the Completion of Construction of the Building Complex.
- 13.3. Until formation of the Association and handover of the charge of the Common Purposes or any aspect thereof to the Association, the Developer shall be free to appoint different agencies or organizations for any activities relating to Common Purposes at such consideration and





on such terms and conditions as the Developer may deem fit and proper in consultation with the Owners. All charges of such agencies and organizations shall be part of the Common Expenses.

- 13.4. Notwithstanding any formation of Association or handover of charge to it, neither the Association nor the members thereof or any Transferee shall be entitled to frame any rule or regulation or decide any condition which may affect any right or privilege of the Parties hereto.
- 13.5. Maintenance Charge: As and from the date possession of various phases of the Said Project is delivered (**Possession Date**), the concerned Transferees and the Owners and the Developer (in respect of the Owners' Residual Areas and the Developer's Residual Areas) shall become responsible for proportionate payment of all charges and taxes thereon for maintenance and upkeep of the Common Portions and facilities in the Said Project (**Maintenance Charge**). The Maintenance Charge shall be fixed by the Developer and till such maintenance is handed over to a Society/Association and/or any other organization, the Developer shall collect the Maintenance Charge.

#### 14. **Common Restrictions**

- 14.1. Applicable to All Units: All Units of the Said Project shall be subject to the same restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the Said Project.
- 14.2. Club: The Developer and its Transferees in respect of the units and other scalable areas comprised in the Said Project shall be entitled to use the Club, to be constructed in the Said Project. However, the Developer and its Transferees shall abide by all rules and regulations of the Club as to decide by Developer. All charges/deposits in this regard shall be collected by the Developer. The Owners shall have no objection, claim of any nature, whatsoever regarding this.

#### 15. **GST AND TDS ETC.**



The Parties shall respectively discharge statutory compliances in respect of TDS (Tax Deducted at Source) or Income Tax related compliances as well as GST (Goods and Service Tax) in respect of their respective rights, benefits and obligations under or arising out of this Agreement.

**16. CONFIDENTIALITY**

The Parties hereto shall keep all negotiations confidential and maintain the contents of this Agreement in strictest confidence and shall make no announcement or disclosure without the prior written approval of the other Party save and except any disclosures to each party's consultants, advisors, employees/directors.

**17. Corporate Warranties**

17.1. By Developer: The Developer warrants to the Owners that:

17.1.1. Proper Incorporation: it is properly incorporated under the laws of India.

17.1.2. Right, Power and Capacity: it has the right, power and capacity to enter into this Agreement and to perform the obligations hereunder and in so doing, is not in breach of any obligations or duties owed to any third parties and will not be so as a result of performing its obligations under this Agreement.

17.1.3. Permitted by Constitution Documents: the Constitution Documents permit the Developer to undertake the activities covered by this Agreement.

17.1.4. Authorization: the Partners of the Developer have authorized the signatory of this Agreement to enter into this Agreement and to execute and deliver the same.

17.2. By Owners: The Owners warrant to the Developer that:

17.2.1. Proper Incorporation: they are properly incorporated under the laws of India.



- 17.2.2. Right, Power and Capacity: they have the right, power and capacity to enter into this Agreement and to perform the obligations hereunder and in so doing, are not in breach of any obligations or duties owed to any third parties and will not be so as a result of performing their obligations under this Agreement.
- 17.2.3. Permitted by Partnership Deed: the Partnership Deed of the respective Owners permit the Owners to undertake the activities covered by this Agreement.
- 17.2.4. Authorization: the designated partners of the respective Owners have authorized their signatory to this Agreement to enter into this Agreement and to execute and deliver the same.
- 17.2.5. Warranties Independent: Each of the warranties, covenants, indemnities and undertaking set out in this Agreement is separate and independent.

### 17.3. **Limitation of Liability**

- 17.3.1** No Indirect Loss: Notwithstanding anything to the contrary contained herein, neither the Developer nor the Owners shall be liable in any circumstances whatsoever to each other for any indirect loss suffered or incurred.

## 18. **NOTICE**

Any notice, consent, request, demand, approval or other communication to be given or made under or in connection with this Agreement shall be in English, in writing and signed by or on behalf of the Party issuing it and shall be sent at the addresses set forth below

If to the **Owners**:

Kind Attention: **MR. KISHAN MIRANIA AGARWAL & MR. BISHAN M. AGARWAL**

Address: 11A/1C, East Topsia Road, Post Office Gobindo Khatick Road, Police Station previously Tiljala presently Pragati Maidan, Kolkata 700046, South 24 Parganas





Email: KISHANMIRANIA@gmail.com; bishan@mirania.com

If to the **Developer**:

Kind Attention: **MR. PRATIK MIRANIA AGARWAL AND MR. ARHANT MIRANIA AGARWAL**

Address: 11A/1C, East Topsia Road, Post Office Gobindo Khatick Road, Police Station previously Tiljala presently Pragati Maidan, Kolkata 700046, South 24 Parganas.

Email: pratik@mirania.com; arhant@mirania.com

Method of Service:

Service of a Notice must be effected by both of the following methods:

- (a) by registered/ speed post to the relevant address set out above and shall be deemed served at the start of the 2nd (second) business day after the date of posting; or
- (b) by electronic mail to the relevant e-mail address set out above and shall be deemed served upon being sent to the e-mail of the addressee.

## 19. **FORCE MAJEURE**

Notwithstanding anything elsewhere to the contrary contained in this Agreement, neither of the Parties hereto shall be considered to be in default in performance of their respective obligations or be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the Force Majeure and time for performance shall remain suspended during the duration of the Force Majeure. "**Force Majeure**" shall mean any event or combination of events or circumstances beyond the control of a Party, which cannot be prevented or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under this Agreement including (a) Acts of God i.e. fire, draught, flood, earthquake, storm, lightning, pandemic, epidemics,



quarantine restrictions, governmental notifications for cessation of commercial activities, trade restrictions, lockdowns and natural disasters; (b) Explosions or accidents, air crashes; (c) General strikes and/or lock-outs, civil disturbances, curfew etc.; (d) Civil commotion, insurgency, war or enemy action or terrorist action; (e) Change in Law, Rules and Regulations, injunctions, prohibitions, or stay granted by court of law, Arbitrator, Government; and (f) Non functioning of any existing or new Appropriate Authorities due to any reason whatsoever. In the event an event of Force Majeure has subsisted for a continuous period of 3 (three) months from the date of its occurrence, the Parties may discuss and amicably agree on the way forward in good faith.

## **20. POWERS OF ATTORNEY**

- 20.1. Development PoA: The Owners shall with the execution of this Agreement execute and/or register one or more Powers of Attorney in favour of the Developer and/or the Developer's nominated persons being or such other person as may be nominated from time to time granting all necessary powers and authorities required by the Developer to effectuate and implement this Agreement.
- 20.2. It is understood that to facilitate the Project, various acts deeds matters and things not herein specified may be required to be done by the Developer for which the Developer may need the authority of the Owners for making or signing of various applications and other documents relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners shall execute any such additional authorisation as may be reasonably required by the Developer for the purpose.
- 20.3. Owners' PoA: The Developer shall simultaneously with the allocation of the Owners' Unsold Areas, execute and/or register one or more Powers





of Attorney in favour of the Owners and/or the Owners' nominated persons being or such other person as may be nominated from time to time granting all necessary powers and authorities required by the Owners to sell, transfer and convey the constructed spaces forming part of the Owners' Residual Areas.

- 20.4. Developer's PoA: The Owners shall simultaneously with the allocation of the Developer's Unsold Areas, execute and/or register one or more Powers of Attorney in favour of the Developer and/or the Developer's nominated persons being or such other person as may be nominated from time to time granting all necessary powers and authorities required by the Developer to sell, transfer and convey the proportion Share in Land attributable to the Developer's Residual Areas.

## **21. DEFAULTS OF THE OWNERS AND CONSEQUENCES**

- 21.1. In case the Developer has complied with all its obligations under this Agreement and the Owners fails and/or neglects to maintain a marketable title to the Project Land or any part thereof or in case there exists an incurable Encumbrance which affects the Project Land or in case the Owners fail to comply with any of its obligations mentioned in this Agreement in the manner stipulated therefor, the Developer shall be entitled to take any one or more of the following recourses in any priority or order as the Developer shall deem fit and proper:

- (a) To itself try and attempt the compliance of the obligation under default, at the cost and expense of the Owners and by paying such amounts and in such manner and on such terms and conditions as the Developer may deem fit and proper and without being liable to the Owners for the result of such attempt.
- (b) To exclude the portion or portions as may be the subject matter of such default from being part of the Project Land and to continue the Project in the balance portion. In case of any such exclusion, the Project Land shall be varied accordingly.



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- (c) To sue the Owners for specific performance of the contract.
- (d) To terminate this Agreement.

21.2. Consequences Of Cancellation: In case the Developer cancels/ terminates this Agreement on account of defect in title, ownership and/or the right, title and interest of the Owners or any incurable Encumbrance found in respect of the Project Land, then notwithstanding anything elsewhere to the contrary contained in this Agreement the following consequences shall apply:

- (a) Any cancellation/ termination affecting part of the Project Land shall not affect the continuance of this Agreement in respect of the remaining parts of the Project Land, as may be determined by the Developer.
- (b) Any realization received by the Developer from the Transferees of the Developer's Allocation and required to be refunded owing to cancellation, shall be refunded by the Developer and the Owners shall be liable for any other claims of the Transferees.
- (c) The entire amounts on any account paid or incurred by the Developer on the Project Land or in respect of the Project including on its planning or development or otherwise and also the cost of construction of the Project and compensation and damages for all losses and damages suffered by the Developer shall immediately and in any event within 3 (three) months from the date of the termination.
- (d) Nothing contained in the last preceding sub-clauses shall affect the other rights and remedies of the Developer.

## 22. **DEFAULTS BY THE DEVELOPER**

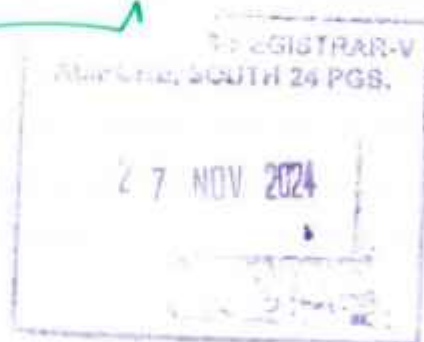
22.1. In case the Developer is unable to obtain the sanction of the Building Plan and all other approvals, consents, permits, registrations required for commencement of construction and development at the Project Land



on or prior to the Project Approval Date, the Owners shall have a right to terminate this Agreement for the Developer's default subject to refund of the Security Deposit (without any interest) being made simultaneous with such termination.

- 22.2. In case the Owners comply with their obligations as stated herein and the Developer fails and/or neglects to complete the Project within a period of 3 (three) years from the Project Approval Date, (despite having obtained the sanction of the Building and despite being called upon to do so by the Owners in writing) then the Developer shall pay to the Owners interest calculated at the rate of 15% per annum (fifteen percent) on the unrealised Sale Proceeds (calculated with respect to the Owners' share therein) for all sold Units for a period of 12 (twelve) months from the date of occurrence of the default.
- 22.3. After expiry of the above period of 12 (twelve) months, the Owners shall be entitled to either (a) take over the unfinished works in the Project and to complete the same by itself or by any other Developer, at the costs and expenses of the Developer together with pre-determined damages liquidated at 25% (twenty five percent) of such costs and expenses incurred for completing the unfinished works or (b) provide an extension to the Developer on mutually agreed terms. In both cases, the obligation of the Developer to pay the interest on unrealised sales of sold Units as per Clause 22.2 shall cease.
- 22.4. If the Developer abandons the Project for any reason for a continuous period of 6 (six) months during the Term of this Agreement, the Owners may take recourse to the provisions of Clause 22.3 above.
- 22.5. In case of takeover of the unfinished works at the Project by the Owners, the benefits of all sanctions, licenses, permissions, clearances and certificates in respect of the works taken over by the Owners shall stand assigned in favour of the Owners without any cost.





22.6. Further, in case of such takeover of the unfinished works at the Project by the Owners, the Developer's Allocation shall be exclusively received by the Owners and after adjusting (i) the said costs and expenses incurred by the Owners for completing the unfinished works out of the Developer's Allocation, and (ii) the pre-determined liquidated damages, the balance Developer's Allocation, if any, shall be made over to the Developer.

**23. UNILATERAL CANCELLATION:**

Except as provided above, neither Party hereto can unilaterally cancel or rescind this Agreement at any time.

**24. OTHER TERMS AND CONDITIONS:**

24.1. Indemnity By Owners: At all times hereafter the Owners hereto shall indemnify and agree to keep the Developer, its partners, affiliates, consultants and employees, the Project and the Transferees saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by such persons and arising due to any representation of the Owners being found to be false or misleading (including a defect in the title of the Owners to the Project Land) and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature of the terms and conditions contained herein.

24.2. Indemnity By Developer: At all times hereafter the Developer hereto shall indemnify and agree to keep the Owners, their affiliates, consultants and employees, the Project and the Transferees saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by such persons and arising due to any representation of the Developer being found to be false or misleading (including a default and/or delay in completion of the Project and/or any negligent acts or offences of the Developer during the construction of the Project resulting in any loss



and/or damage to any person) and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, of the terms and conditions contained herein.

- 24.3. **No Partnership Or AOP:** The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an Association of Persons (AOP).
- 24.4. **No Assignment:** Neither Party shall be entitled to assign any of its rights and obligations contained in this Agreement in favour of any person(s) without the prior written approval of the other Party.
- 24.5. Waivers:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect, diminish or prejudice the rights of such Party to require performance of that provision. A waiver on any occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.
- 24.6. Parties Acting under Legal Advice:** Each Party has taken and shall take their own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.
- 24.7. Essence of Contract:** The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 24.8. Documentation:** The Developer shall be responsible for meeting all costs and expenses towards execution and registration of this Agreement and any document for giving effect to all or any of the terms and conditions set out in this Agreement. The Owners shall however pay legal fees and other professional charges for any advice not common to interest of the Parties in the Project.





- 24.9.** Entire Agreement: This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written oral or implied.
- 24.10.** Part Unenforceability: If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.
- 24.11.** Modifications: No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by the Owners and the Developer.
- 24.12.** Execution: This Agreement is being executed in Duplicate, one counterpart each whereof shall be retained by the Owners and the Developer (the original registered version to be retained by the Developer) and each copy whereof shall be deemed to be the original.
- 24.13.** Further Acts: The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 24.14.** Choice Of Remedies: It is clarified that the exercise of any one or more remedy by any Party shall not be or constitute a bar for the exercise



of any other remedy by the concerned party at any time. Furthermore, the liability of the Owners or the Developer to pay interest at the rate and in terms of the other clauses of this Agreement shall continue for the entire duration until payment/repayment of the respective entire dues irrespective of the exercise of the other remedies by the other party and without affecting the other liabilities of the defaulting party hereunder.

**24.15. Arbitration:** All disputes and differences between the Parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/or the Project Land or determination of any liability shall be referred to arbitration and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment for the time being in force. In connection with the said arbitration, the parties have agreed and declared as follows:

- (a) The Arbitration Tribunal shall have summary powers and will be entitled to lay down their own procedure.
- (b) The Arbitration Tribunal will be at liberty to give interim orders and/or directions.
- (c) The parties agree to abide by all their directions and/or awards.
- (d) The seat and venue of the arbitration shall be Kolkata.

**24.16. Jurisdiction:** Only the Courts at Kolkata shall have the jurisdiction to entertain try and determine all actions and proceedings between the Parties hereto relating to or arising out of or under this Agreement or connected therewith including the arbitration as provided hereinabove.



**DETAILS OF THE PURCHASE DEEDS****SCHEDULE -A**

**ALL THAT** the piece and parcel of the land containing an area of **2 Decimal** at LR & RS Dag Nos. 97, lying and situated at Mouza Barakhola, J. L. No. 21, Police Station- formerly Purba Jadavpur now Survey Park, District- 24 Parganas (South) and presently within the local limits of Ward No109 of the Kolkata Municipal Corporation, purchased vide Sale Deed no. 3272, dated 29.06.2022, registered at A.D.S.R. Sealdah.

**SCHEDULE -B**

**ALL THAT** the piece and parcel of the land containing an area of **2 Decimal** at LR & RS Dag Nos. 99, lying and situated at Mouza Barakhola, J. L. No. 21, Police Station- formerly Purba Jadavpur now Survey Park, District- 24 Parganas (South) and presently within the local limits of Ward No109 of the Kolkata Municipal Corporation, purchased vide Sale Deed no. 3243, dated 29.06.2022, registered at A.D.S.R. Sealdah.

**SCHEDULE - C**

**ALL THAT** the piece and parcel of the land containing an area of **2.53 Decimal** at LR & RS Dag Nos. 100, lying and situated at Mouza Barakhola, J. L. No. 21, Police Station- formerly Purba Jadavpur now Survey Park, District- 24 Parganas (South) and presently within the local limits of Ward No109 of the Kolkata Municipal Corporation, purchased vide Sale Deed no. 3245, dated 29.06.2022, registered at A.D.S.R. Sealdah.

**SCHEDULE - D**

**ALL THAT** the piece and parcel of the land containing an area of **7.6 Decimal** at LR & RS Dag Nos. 101, lying and situated at Mouza Barakhola, J. L. No. 21, Police Station- formerly Purba Jadavpur now Survey Park, District- 24 Parganas (South) and presently within the local limits of Ward No109 of the Kolkata Municipal Corporation, purchased vide Sale Deed no. 3244, dated 29.06.2022, registered at A.D.S.R. Sealdah.

**SCHEDULE - E**

**ALL THAT** the piece and parcel of the land containing an area of **7.3 Decimal** at LR & RS Dag Nos. 101, lying and situated at Mouza Barakhola, J. L. No. 21, Police Station- formerly Purba Jadavpur now Survey Park, District- 24 Parganas (South) and presently within the local limits of Ward No109 of the Kolkata Municipal Corporation, purchased vide Sale Deed no. 3250, dated 29.06.2022, registered at A.D.S.R. Sealdah.





**SCHEDULE - F**

**ALL THAT** the piece and parcel of the land containing an area of **7.8 Decimal** at LR & RS Dag Nos. 101, lying and situated at Mouza Barakhola, J. L. No. 21, Police Station- formerly Purba Jadavpur now Survey Park, District- 24 Parganas (South) and presently within the local limits of Ward No109 of the Kolkata Municipal Corporation, purchased vide Sale Deed no. 3258, dated 29.06.2022, registered at 1QKA.D.S.R. Sealdah.

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**SCHEDULE - G**

**ALL THAT** the piece and parcel of the land containing an area of **7.4 Decimal** at LR & RS Dag Nos. 101, lying and situated at Mouza Barakhola, J. L. No. 21, Police Station- formerly Purba Jadavpur now Survey Park, District- 24 Parganas (South) and presently within the local limits of Ward No109 of the Kolkata Municipal Corporation, purchased vide Sale Deed no. 3259, dated 29.06.2022, registered at A.D.S.R. Sealdah.

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**SCHEDULE - H**

**ALL THAT** the piece and parcel of the land containing an area of **7.1 Decimal** at LR & RS Dag Nos. 101, lying and situated at Mouza Barakhola, J. L. No. 21, Police Station- formerly Purba Jadavpur now Survey Park, District- 24 Parganas (South) and presently within the local limits of Ward No109 of the Kolkata Municipal Corporation, purchased vide Sale Deed no. 3260, dated 29.06.2022, registered at A.D.S.R. Sealdah.

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**SCHEDULE - I**

**ALL THAT** the piece and parcel of the land containing an area of **7.55 Decimal** at LR & RS Dag Nos. 101, lying and situated at Mouza Barakhola, J. L. No. 21, Police Station- formerly Purba Jadavpur now Survey Park, District- 24 Parganas (South) and presently within the local limits of Ward No109 of the Kolkata Municipal Corporation, purchased vide Sale Deed no. 3265, dated 29.06.2022, registered at A.D.S.R. Sealdah.

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**SCHEDULE - J**

**ALL THAT** the piece and parcel of the land containing an area of **7.2 Decimal** at LR & RS Dag Nos. 101, lying and situated at Mouza Barakhola, J. L. No. 21, Police Station- formerly Purba Jadavpur now Survey Park, District- 24 Parganas (South) and presently within the local limits of Ward No109 of the Kolkata Municipal Corporation, purchased vide Sale Deed no. 3266, dated 29.06.2022, registered at A.D.S.R. Sealdah.

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**SCHEDULE - K**

**ALL THAT** the piece and parcel of the land containing an area of **7 Decimal** at LR & RS Dag Nos. 101, lying and situated at Mouza Barakhola, J. L. No. 21, Police Station- formerly Purba Jadavpur now Survey Park, District- 24 Parganas (South) and presently within the local limits of Ward No109 of the Kolkata Municipal Corporation, purchased vide Sale Deed no. 3267, dated 29.06.2022, registered at A.D.S.R. Sealdah.

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**SCHEDULE - L**

**ALL THAT** the piece and parcel of the land containing an area of **7.5 Decimal** at LR & RS Dag Nos. 101, lying and situated at Mouza Barakhola, J. L. No. 21, Police Station- formerly Purba Jadavpur now Survey Park, District- 24 Parganas (South) and presently within the local limits of Ward No109 of the Kolkata Municipal Corporation, purchased vide Sale Deed no. 3269, dated 29.06.2022, registered at A.D.S.R. Sealdah.

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**SCHEDULE - M**

**ALL THAT** the piece and parcel of the land containing an area of **7.7 Decimal** at LR & RS Dag Nos. 101, lying and situated at Mouza Barakhola, J. L. No. 21, Police Station- formerly Purba Jadavpur now Survey Park, District- 24 Parganas (South) and presently within the local limits of Ward No109 of the Kolkata Municipal Corporation, purchased vide Sale Deed no. 3270, dated 29.06.2022, registered at A.D.S.R. Sealdah.

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**SCHEDULE - N**

**ALL THAT** the piece and parcel of the land containing an area of **7.85 Decimal** at LR & RS Dag Nos. 101, lying and situated at Mouza Barakhola, J. L. No. 21, Police Station- formerly Purba Jadavpur now Survey Park, District- 24 Parganas (South) and presently within the local limits of Ward No109 of the Kolkata Municipal Corporation, purchased vide Sale Deed no. 3271, dated 29.06.2022, registered at A.D.S.R. Sealdah.

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**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(Said Premises)**

**ALL THAT** the piece and parcel of the land containing an area of 52 (Fifty Two) Cottahs 1 (One) Chatak and 42 (Forty Two) Square-feet Comprising at LR Dag Nos. 97, 99, 100 & 101, LR Khatian Nos. 304, 305, 306, 307, 308, 309 & 310 lying and situated at Mouza Barakhola, J. L. No. 21, Police Station- formerly Purba Jadavpur now Survey Park, District- 24 Parganas (South) and presently within the local limits of Ward No109 of the Kolkata Municipal Corporation, being Assessee no. 311090271779, bearing Municipal Premises no. 506, Barakhola Road, PIN 700099 and delineated on the plan and marked with Red Border annexed hereto as "**Annexure A**" and the same is butted and bounded in the manner as follows:

on the **North**: Purba Diganta Santoshpur Road;

on the **South**: C-10, C-11, Purba Diganta Road,

on the **East**: Aguan Sangha Club, E.M. Bypass-road; and

on the **West**: C-2, C-5, Purba Diganta Road.

**OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.





DISTRICT SUB-REGISTRAR-V  
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**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**(Devolution Of Title)**

1. One Bijoy Krishna Pal, since deceased (hereinafter referred to as **"DECEASED"**), used to seized possessed and sufficiently entitle thereof as sole and absolute owner of ALL THAT piece and parcel of land comprising at R.S. Dag No. 101 recorded under R.S. Khatian No. 160 at Mouza Barakhola, J.L. No. 21, Police Station- Formerly Purba Jadavpur, now Survey Park, District 24 Parganas now 24 Parganas (South) aggregating to 3.01 Acres and out of which 2.19 Acres of land was vested to the state of West Bengal as per the provisions of the WBEA Act, 1953 & WBLR Act, 1955, thereafter retained **0.82 Acres** of land which was un-acquired and/or not vested, thus the Deceased seized and possessed the same as sole and absolute owner.
2. The L.A. Collector vide L.A. Case No. II/56 of 1975-76 acquired 48 Decimal of land out of 2.19 acres of vested land of R.S. Dag No. 101, Mouza Barakhola, J.L. No. 21 and the award was made in the name of the Collector, South 24 Parganas and thus the said retained land of the Deceased at R.S. Dag No. 101, recorded under R.S. Khatian No. 160, Mouza Barakhola, J.L. No. 21; admeasuring **82 Decimal** was not acquired or vested.
3. The said Deceased, Bijoy Krishna Pal, also used to seized possessed and sufficiently entitle thereof as sole and absolute owner of ALL THAT piece and parcel of land measuring about 18 Decimals comprising at R.S. Dag No. 100, recorded under R.S. Khatian No. 161 Mouza Barakhola, J.L. No. 21 and out of which 15.47 Decimals of land was vested to the state of West Bengal as per the provisions of the WBEA Act, 1953 & WBLR Act, 1955, thereafter retained **2.53 Decimals** appertaining to R.S. Dag No. 100, recorded under R.S. Khatian No. 161 at Mouza Barakhola, J.L. No. 21 as sole and



- absolute owner. of land remained un-acquired and/or not vested in favour of Sri Bijoy Krishna Pal, as sole and absolute owner.
4. The said Deceased, Bijoy Krishna Pal, also used to seized possessed and sufficiently entitle thereof as sole and absolute owner of ALL THAT piece and parcel of land measuring about 4 Decimals appertaining to R.S. Dag No. 99, recorded under R.S. Khatian No. 152 at Mouza Barakhola, J.L. No. 21 and out of which 2 Decimals of land was vested to the state of West Bengal as per the provisions of the WBEA Act, 1953 & WBLR Act, 1955, thus the said Deceased retained **2 Decimals** of land appertaining to R.S. Dag No. 99, recorded under R.S. Khatian No. 152 at Mouza Barakhola, J.L. No. 21, as sole and absolute owner.
  5. The said Deceased, Bijoy Krishna Pal, also used to seized possessed and sufficiently entitle thereof as sole and absolute owner of ALL THAT piece and parcel of land measuring about **2 Decimals** appertaining to R.S. Dag No. 97, recorded under R.S. Khatian No. 152 at Mouza Barakhola, J.L. No. 21.
  6. While seized and possessed as sole and absolute owner of the aforesaid retained land on several plots/ dags at Mouza Barakhola, J.L. No. 21, District 24 Parganas, now 24 Parganas (South) along with other properties including the schedule property/ Project Land, said Bijoy Krishna Pal (said Deceased) died intestate on 22<sup>nd</sup> April, 1977, leaving behind his wife Smt. Purnima Pal, his son Biswes Pal and his two married daughters Smt. Anju Ghosh and Smt. Manju Sengupta, as his heir and heiresses and legal representatives to inherit the estate left the said Deceased. Subsequently said Smt. Purnima Pal, wife of Late Bijoy Krishna Pal died, also died intestate on 9<sup>th</sup> November, 1994.
  7. By aforesaid way of inheritance said Biswes Pal, Smt. Anju Ghosh and Smt. Manju Sengupta became the joint owners in respect of the estate left by the said Deceased including the schedule property



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- and/or the Project Land, each having undivided 1/3<sup>rd</sup> share or interest into or upon the Estate left behind by the said Deceased.
8. Said Anju Ghosh, daughter of Bijoy Krishna Pal, died intestate on 26<sup>th</sup> June, 2005 and subsequently her husband Amal Ghosh also died intestate on 17<sup>th</sup> October, 2010, leaving behind their only son, Alarka Ghosh as their legal heir and successor who by way of became the owner of the undivided 1/3<sup>rd</sup> share of the estate left by the said Bijoy Krishan Pal including the schedule property and/or the said Project Land.
  9. Said Manju Sengupta another daughter of said Bijoy Krishna Pal died issue less but testate on 24-04-2018 (her husband Ananda Gopal Sengupta having predeceased her on 14-07-2016), after having made and published her Last Will and Testament on 27-03-2012, which was duly registered, whereby and where under she appointed Umesh Chandra Das as the sole Executor of her said Last Will and Testament and gave, bequeathed and devised her undivided share 1/3<sup>rd</sup> share or interest into or upon the said Estate of Bijay Krishna Pal and / or the Schedule Property and/or the Project Land unto and in favour of the said Umesh Chandra Das.
  10. Said Biswes Pal, son of Bijoy Krishna Pal died intestate on 17.10.2020, heaving behind his widow, namely Bandana Pal the and his two sons, namely Bikram Pal and Bhaskar Pal; as his legal heirs and heiress to inherit his undivided 1/3<sup>rd</sup> share or interest into or upon the Estate left behind by said Bijay Krishna Pal including the Schedule Property and/or the said Project Land
  11. The Last Will of Manju Sengupta was probated by the Hon'ble High Court of Calcutta in PLA 366 of 2019, dated 22.11.2021, making Umesh Chandra Das the sole and absolute owner of the undivided 1/3<sup>rd</sup> share of Manju Sengupta, which she had inherited from the estate of Bijay Krishna Pal.
  12. in the event as recited hereinabove, the Vendors herein are jointly and absolutely seized and possessed of and/or otherwise well and





sufficiently entitled to the said property each one of them being entitled to undivided share or interest therein.

13. By virtue of Deed Of Conveyance Being No. 3272 dated 29.06.2022 and Deed Of Conveyance Being No. 3243 dated 29.06.2022 and Deed Of Conveyance Being No. 3245 dated 29.06.2022 all duly registered with the Office of A.D.S.R. Sealdah, South 24 Parganas, the Owners, namely, 1. Campaign Properties LLP, 2. Commitment Nirman LLP, 3. Crony Developers LLP, 4. Dominion Builders LLP, 5. Orchid Premises LLP, 6. Dominion Awas LLP, 7. Commitment Builders LLP; jointly purchased All That piece and parcel of Land measuring about 6.53 Decimal appertaining to RS & LR Dag nos. 97 and 99 recorded under RS Khatian no. 152 and RS & LR Dag no.100 recorded under RS Khatian no.161 lying and situated at Mouza Barakhola J. L. No. 21, Police Station- Formerly Purba Jadavpur now Survey Park, District: 24 Parganas (South) and presently within the local limits of Ward No109 of the Kolkata Municipal Corporation, Kolkata, PIN 700099; from the said Bandana Pal, Bikram Pal, Bhaskar Pal, Alarka Ghosh, and Umesh Chandra Das, for the premises and consideration mentioned therein.
14. By virtue of Deed of Conveyance Being Nos. 3244, 3250, 3258, 3259, 3260, 3265, 3266, 3267, 3269, 3270 and 3271, all dated 29<sup>th</sup> June, 2022, duly registered with the Office of A.D.S.R. Sealdah, the Owners, namely, 1. Campaign Properties LLP, 2. Commitment Nirman LLP, 3. Crony Developers LLP, 4. Dominion Builders LLP, 5. Orchid Premises LLP, 6. Dominion Awas LLP and 7. Commitment Builders LLP, jointly purchased All that piece and parcel of land measuring about 82 Decimal appertaining to RS & LR Dag no.101 recorded RS Khatian no.160 in Mouza Barakhola J. L. No. 21, Police Station- Formerly Purba Jadavpur now Survey Park, District- 24 Parganas (South) and presently within the local limits of Ward No109 of the Kolkata Municipal Corporation, Kolkata, PIN 700099 from the said Bandana



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Pal, Bikram Pal, Bhaskar Pal, Alarka Ghosh, and Umesh Chandra Das for the premises and consideration mentioned therein.

15. Said Owners, namely, 1. Campaign Properties LLP, 2. Commitment Nirman LLP, 3. Crony Developers LLP, 4. Dominion Builders LLP, 5. Orchid Premises LLP, 6. Dominion Awas LLP and 7. Commitment Builders LLP, after acquiring the aforesaid land by way of purchase, being the Project land containing land measuring about 06.53 Decimal pertaining to RS & LR Dag nos. 97,99, and 100 and land measuring about 82.00 Decimal appertaining to RS & LR Dag no. 101, aggregating to 88.53 Decimal, all the plots/ Dags lying and situated at Mouza Barakhola J. L. No. 21, Police Station- Formerly Purba Jadavpur now Survey Park, District- 24 Parganas (South), muted their respective name in Rights of Records at the Office of B.L. & L.R.O. Kolkata and their names are published in different L.R. Khatian namely, 1. Campaign Properties LLP, (LR. Khatian no. 304) 2. Commitment Nirman LLP, (LR. Khatian no. 305) 3. Crony Developers LLP, (LR. Khatian no. 306) 4. Dominion Builders LLP, (LR. Khatian no. 307) 5. Orchid Premises LLP, (LR. Khatian no. 308) 6. Dominion Awas LLP, (LR. Khatian no. 309) and 7. Commitment Builders LLP, (LR. Khatian no. 310) by the Land and Land Reforms Department, South 24 Parganas, and subsequently duly assessed and mutated the said Project Land at the Kolkata Municipal Corporation and the name of the Owners are jointly recorded in the records of Assessment Department of the K.M.C., vide Assessee no. 311090271779 and the Project Land was newly numbered as Premises no. 506, Barakhola Road, Kolkata 700099, within Ward No. 109 of the K.M.C..
16. While seized possessed said Project Land, said Owners, namely, 1. Campaign Properties LLP, 2. Commitment Nirman LLP, 3. Crony Developers LLP, 4. Dominion Builders LLP, 5. Orchid Premises LLP, 6. Dominion Awas LLP, 7. Commitment Builders LLP, jointly sold All That piece and parcel of Land measuring about 2.38 Decimal appertains to RS & LR Dag no. 101 recorded under LR Khatian nos. 304, 305, 306,



- 307, 308, 309 & 310 lying and situated at Mouza Barakhola, J. L. No. 21, Police Station- Formerly Purba Jadavpur now Survey Park, District- 24 Parganas (South), Assessee no.311090271779, Municipal Premises No. 506, Barakhola Road, within the local limits of Ward No109 of the Kolkata Municipal Corporation unto and in favour of one organization namely Kushagra Awas LLP by virtue of Deed of Conveyance dated 15-09-2022 duly registered in the office of District Sub Registrar (III) at Alipore, South 24 Parganas and recorded in Book I, Being no. 14371 for the Year.
17. The said seven organization namely, 1. Campaign Properties LLP, 2. Commitment Nirman LLP, 3. Crony Developers LLP, 4. Dominion Builders LLP, 5. Orchid Premises LLP, 6. Dominion Awas LLP and 7. Commitment Builders LLP, jointly owned All that piece and parcel of Land admeasuring 86.15 Decimal ( 6.53 Decimal + 79.62 Decimal ) comprising at RS & LR Dag nos. 97, 99, 100, 101 recorded under RS Khatian no. 152, 160, 161 corresponding to L.R. LR Khatian nos. 304, 305, 306, 307, 308, 309 and 310 lying and situated at Mouza Barakhola, J. L. No. 21, Police Station- Formerly Purba Jadavpur now Survey Park, District- 24 Parganas (South) having Assessee no.311090271779, being Municipal Premises No. 506, Barakhola Road, PIN 700099 presently within the local limits of Ward No109 of the Kolkata Municipal Corporation, - more fully and particularly described in the **First Schedule** herein above mentioned.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**COMMON AREAS, FACILITIES AND AMENITIES**





- Swimming pool with attached body pool, changing rooms, shower area;
- Health club with steam, massage and Jacuzzi;
- Well-equipped Gymnasium;
- Indoor children's playing zone equipped with A.C.;
- AC Banquet Hall for hosting parties with attached lawn;
- Outdoor children play area;
- Multipurpose court;
- indoor games room with pool, snooker, table tennis table, dart, carrom and other board games, equipped with A.C.;
- Decorated common roof.;
- Efficient firefighting and detection system as per WBFS norms;
- Close Circuit TV;
- Adda Zone;
- Power Backup;
- Visitors Parking;
- Stretched length service lift;
- Centralized cable services provision;
- Drainage system;
- Sewage treatment plan;
- Mitsubishi Automated lifts;
- Low Flow Water Fixture;
- Electrical Charging point
- Solid Powered Facilities

**THE FORTH SCHEDULE ABOVE REFERRED TO:**

**(Extras and Deposits)**



**Extras**

The Developer shall charge the Transferees the following amounts as Extras:

1. H.T./L.T./Transformer Charges with electric Meter Deposit;
2. Generator Charges – As per requirement;
3. Club Membership charges;
4. Legal & Documentation Charges;
5. Wiring for Cable Connection and internet connectivity within the unit;
6. Association formation charges;
7. Mutation expenses;
8. Internal Pipeline and wiring for AC within the unit;
9. KMC Property Tax.

**Deposits**

The Developer shall take from the Transferees the following Deposits :

1. Sinking Fund (Interest Free)
2. Advance Maintenance Deposit (for such period as Developer may reasonably decide) Interest Free.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:****SPECIFICATIONS****Structure:**

Earthquake resistance RCC framed structure with monolithic concrete.

**LIVING ROOM/DINING AREA**





**Flooring:** Imported Marbel

**Wall:** POP Finish

**Ceiling:** POP Finish

**Main Door:** Decorative Flush Door with Accessories- front side will be laminate finish and back side will be raw

**Balcony:** Aluminium Sliding Door with Full Glazing.

**Windows:** Anodized/Power Coated Aluminium with clear glazing

**Electrical:** Concealed Wiring with modular switches of reputed make, Provision for telephone and television points.

**Bedrooms:**

**Flooring:** Good floor tiles.

**Wall:** POP Finish

**Ceiling:** POP Finish

**Door:** Flush Doors

**Windows:** Anodized/Power Coated Aluminium with clear glazing

**Electrical:** Concealed Wiring with modular switches of reputed make, Provision for power points.

**Kitchen:**

**Flooring:** Good floor tiles.

**Wall:** POP Finish, wall tiles up to 2 feet height on all around wall over Granite counter.

**Ceiling:** POP Finish

**Windows:** Anodized/Power Coated Aluminium with clear glazing

**Counter:** Vitrified Slab with stainless steel sink and drain board



**Electrical:** Concealed Wiring with modular switches of reputed make, Water filter point, Exhaust Fan point/Chimney Point and plug point for appliances

**Others:** Provision for Outlets for exhaust fan or chimney.

**Toilet:**

**Flooring:** Vitrified Tiles

**Wall:** Vitrified Tiles

**Ceiling:** POP Finish

**Door:** Flush Doors

**Windows:** Anodized/Power Coated Aluminium with clear glazing

**Sanitary Ware:** Sanitary Ware of Hindware/ Vermora/ Kohler/ Bravator equivalent brand.

**CP Fittings:** Sleek CP fittings from Jaguar or equivalent brand

**Electrical:** Superior quality concealed copper Wiring with modular switches of reputed make, Provision for light, geyser and exhaust points.

**Telephone Wiring :**Central distribution console, networked with all Flats.

**Others:** Marble Basin Counter in master bedroom toilet only.

**Lifts:**

Rapid elevators of Kone/Otis/Mitsubishi or equivalent

**Outdoor Finish:**

Weatherproof exterior finish of high quality



**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**TITLE DEEDS OF THE OWNERS**

The Owners purchased the said Project Land by several registered Conveyance Deeds all dated 29<sup>th</sup> June, 2022 duly registered at the office of the A.D.S.R. Sealdah, South 24 Parganas, recorded in Book No. I having the following details :

Being No. for the Conveyance deed	Name of the Owners	Land area in the Deed
3272 Year 2022	Campaign Properties LLP, Commitment Nirman LLP, Crony Developers LLP, Dominion Builders LLP, Orchid Premises LLP, Dominion Awas LLP & Commitment Builders LLP	2 Decimal
3243 Year 2022		2 Decimal
3244 Year 2022		7.6 Decimal
3250 Year 2022		7.3 Decimal
3258 Year 2022		7.8 Decimal
3259 Year 2022		7.4 Decimal
3260 Year 2022		7.1 Decimal
3265 Year 2022		7.55 Decimal
3266 Year 2022		7.2 Decimal
3267 Year 2022		7 Decimal
3269 Year 2022		7.5 Decimal
3270 Year 2022		7.7 Decimal
3271 Year 2022		7.85 Decimal
3245 Year 2022		2.53 Decimal





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

**SIGNED, SEALED AND DELIVERY** by the said **OWNERS** at Kolkata in the presence of:

Witnesses:

1. *Parthit Chatterjee*  
11A/1C E.T. Road  
Kolkata: 700046

2. *Swarnal Bhattacharya*  
11A/1C E.T. Road  
Kolkata - 700046

CAMPAIGN PROPERTIES LLP  
COMMITMENT NIRMAN LLP  
CRONY DEVELOPERS LLP  
DOMINION BUILDERS LLP  
ORCHID PREMISES LLP  
DOMINION AWAS LLP  
COMMITMENT BUILDERS LLP

*[Signature]*  
Designated Partner

(OWNERS)

MIRANIA REALTY LLP MIRANIA REALTY LLP  
*[Signature]* *[Signature]*  
Partner Partner

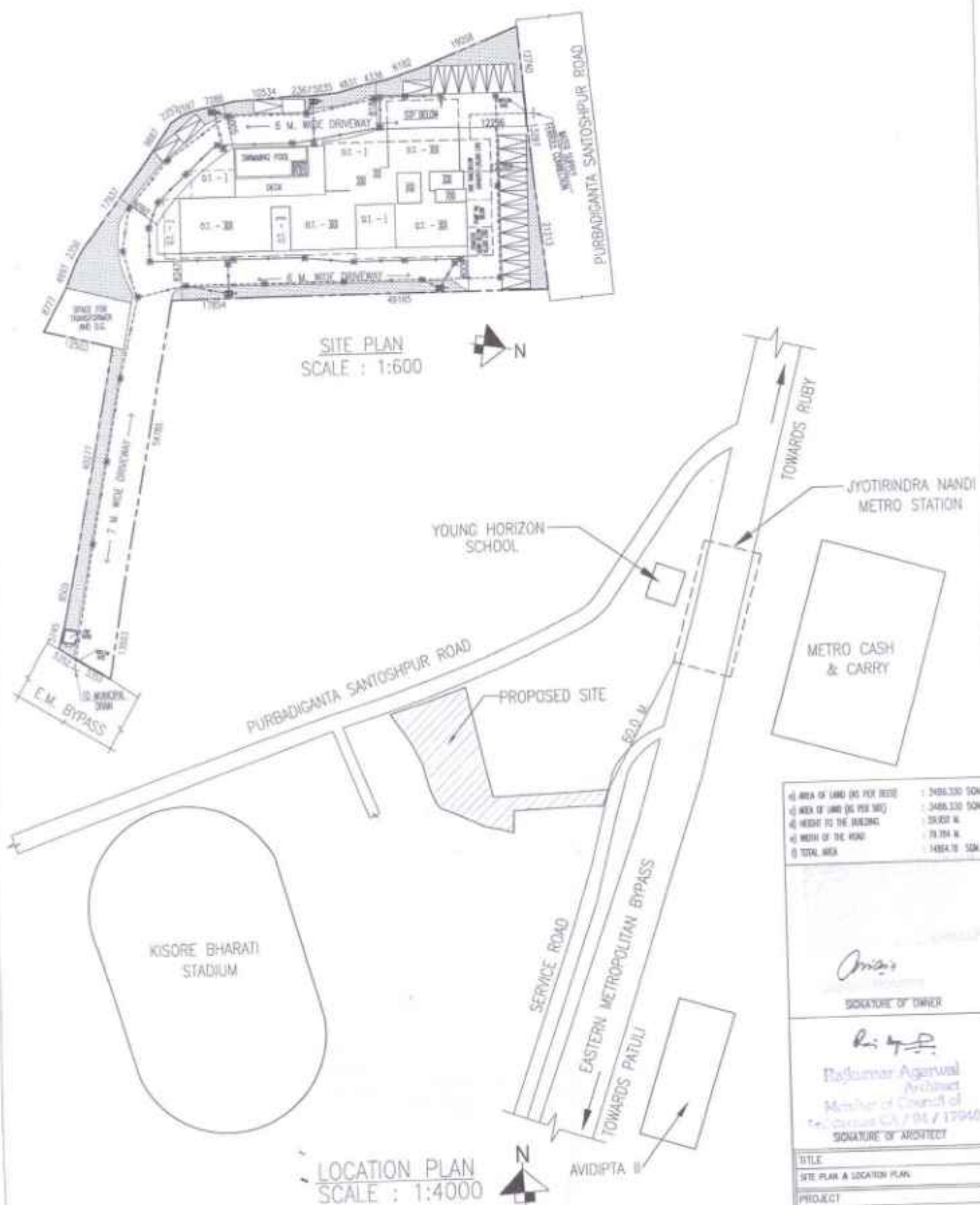
(DEVELOPER)

**Drafted by and prepared at the office of:**

*Arpan Roy Kanjilal*  
Advocate

ARPAN ROY KANJILAL  
*Arpan Roy Kanjilal*  
ADVOCATE  
HIGH COURT, CALCUTTA  
ENROLLMENT No. F/1863/2013





SITE PLAN  
SCALE : 1:600

LOCATION PLAN  
SCALE : 1:4000

1. AREA OF LAND (AS PER DEED)	1. 2486.330 SQM.
2. AREA OF LAND (AS PER MAP)	2. 2486.330 SQM.
3. HEIGHT TO THE BUILDING	3. 18.000 M.
4. HEIGHT TO THE ROAD	4. 18.000 M.
5. TOTAL AREA	5. 14864.75 SQM.

*[Signature]*  
SIGNATURE OF OWNER

*[Signature]*  
Raj Kumar Agarwal  
Architect  
Member of Council of  
Architects, Calcutta  
SIGNATURE OF ARCHITECT

TITLE			
SITE PLAN & LOCATION PLAN			
PROJECT			
SITE PLAN AT PRC NO. 506, BARABHOLA, KOLKATA-700 099, WARD NO- 108, BOROUGH NO - 12			
DATE	SCALE	BY	DATE
18/08/2018	1:600	RAJ KUMAR AGARWAL	18/08/2018
ARCHITECT			
RAJ KUMAR AGARWAL & ASSOCIATES RE. 1015 STREET, CALCUTTA-98			



DISTRICT SUB-REGISTRAR-V  
ALIPORE, SOUTH 24 PGS.  
27 NOV 2024

## SPECIMEN FORM FOR TEN FINGERPRINTS



Kishan Niravik Agarwal		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	LEFT HAND					
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND						

Signature 



Bipin M Agarwal		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	LEFT HAND					
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND						

Signature 



Pratik Niravik Agarwal		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	LEFT HAND					
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND						

Signature 





## SPECIMEN FORM FOR TEN FINGERPRINTS



Arbant N Ngarwan	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

Signature Arbant N Ngarwan



	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

Signature \_\_\_\_\_



	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

Signature \_\_\_\_\_



DISTRICT SUB REGISTRATION  
ALIPORE, SOUTH 26 WBS.

27 NOV 2023



# Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



271120242029190623

## GRIPS Payment Detail

GRIPS Payment ID:	271120242029190623	Payment Init. Date:	27/11/2024 11:32:24
Total Amount:	74941	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	2188291220346	BRN Date:	27/11/2024 11:33:03
Payment Status:	Successful	Payment Init. From:	Department Portal

## Depositor Details

Depositor's Name: Mr BISHAN M AGARWAL  
Mobile: 9830261000

## Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192024250291906258	Directorate of Registration & Stamp Revenue	74941
Total			74941

IN WORDS: SEVENTY FOUR THOUSAND NINE HUNDRED FORTY ONE ONLY.

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



No. XII 0072714

**KOLKATA MUNICIPAL CORPORATION**  
ASSESSMENT COLLECTION DEPARTMENT (BOROUGH - XII)  
SANTOSH PUR MARKET (3RD FLOOR), SANTOSH PUR, KOLKATA - 700 075  
**MUTATION CERTIFICATE**

Case No. :

W/109/10-DEC-22, 109/12/2022 **SUB:** Your application for mutation dated

in respect of

Udg : 101.97.99100 Khata No. Mouza : Barakhola  
Assessment No. Premises Number: 506, BARRA KHOLA  
110902717/9

To,  
Notice of Premises: VACANT LAND  
Sh/Smt

CAMPAIGN PROPERTIES LLP.  
COMMITMENT NIKMAN LLP.  
CRONY DEVELOPERS LLP.  
DOMINION BUILDERS LLP.  
ORCHID PREMISES LLP.  
DOMONION AWAS LLP.  
COMMITMENT BUILDERS LLP.  
Mailing Address of the Applicant (s):  
11A/1C EAST TOPSIA ROAD  
KOLKATA-46

109/055  
Dear Sir/Madam,

With reference to the aforesaid subject you are hereby informed that the prayer of mutation  
has been granted in your favour by this department on and henceforth the  
person(s) who will be treated as owner(s) / person (s) liable to pay tax in respect of the premises in question  
are as follows.

CAMPAIGN PROPERTIES LLP.  
COMMITMENT NIKMAN LLP.  
CRONY DEVELOPERS LLP.  
DOMINION BUILDERS LLP.  
ORCHID PREMISES LLP.  
DOMONION AWAS LLP.  
COMMITMENT BUILDERS LLP.



Dated :  
10/12/2022

*S. Biswas*  
10/12/2022  
Asstt. Assessor-Collector  
The Kolkata Municipal Corporation  
Borough-XII  
10/12/2022

Yours faithfully,  
*S. Biswas*  
10/12/2022  
Dy. Assessor-Collector  
(Borough - XII)







THE KOLKATA MUNICIPAL CORPORATION

MUNICIPAL ASSESSMENT BOOK

LAND AND BUILDING ASSESSMENT DEPARTMENT

Assessee No:	Ward No:	Borough No:	Premises No:	Street No:	Name of the Street:	Owner Name :	Person Liable to pay Tax:	Address:	Is Heritage	Is Pond:
311080271778	109	12	506	02	BARA KHOLA	CAMPAIGN PROPERTIES LLP, COMMITMENT NIRMAN LLP, CRONY DEVELOPERS LLP, DOMINION BUILDERS LLP, ORCHID PREMISES		11A/1C EAST TOPSIA ROAD KOLKATA-48	N	N

No Of Stories	Nature Of Use	Plot Area	Covered Area	Floor Area	Land Area	Exempt on Applied	Exempt on Till	Exemption Rate	Residential	Non Residential	Classified Ownership	Operative GR Quarter
	VACANT LAND				Acre:0 Bigha:0 Cottah:52 Satak:0 Chatak:03 SqFt:SQFT 18							3/2022

PARTICULARS OF SUBSEQUENT ALTERATIONS

Annual Valuation	Assmt. w/a	Rate	Date of Alteration of AV	Date of effect of Alteration	Quarterly Payable	Rebate under w/a 17(5) @25% of consolidated Rate	Quarterly Payable after Rebate	H.S.T.	Manual Capx Tax	Comm Rate	Surcharge	Gross Payable	Rebate Amount	Net Payable per Quarter	Quarter of issuing of F.S bills
206660.00	UAA	20.00	31/08/2022	01/04/2017	10333.00	516.65	9816.35	0.00	0	0	0	10333.00	516.65	9816	1/2017
9623810.00	UAA	20.00	10/12/2022	01/10/2022	144360.0	7218.00	137142.00	0.00	144360.00	0	0	144360.0	7218.00	137142	3/2022

\*\*

H.A.

Inspector

Dy. Assessor Collector

Assessor Collector

Chief Manager



### Major Information of the Deed

Deed No :	I-1630-05736/2024	Date of Registration	27/11/2024
Query No / Year	1630-2002998831/2024	Office where deed is registered	
Query Date	26/11/2024 2:47:36 PM	D.S.R. - V SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Arpan Roy Kanjilal Kalyanpur, Bagnan, Howrah 711303, Thana : Bagnan, District : Howrah, WEST BENGAL, PIN - 711303, Mobile No. : 8670112532, Status : Advocate		
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. 1/-	Rs. 9,76,95,266/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 75,020/- (Article:48(g))	Rs. 53/- (Article:E, E, M(b), H)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assesment slip.(Urban area)		

### Land Details :

District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Barakhola, Road Zone : (AMRI – rest) , , Premises No: 506, , Ward No: 109 Pin Code : 700099

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu		52 Katha 1 Chatak 42 Sq Ft	1/-	9,76,95,266/-	Property is on Road
Grand Total :					85.9994Dec	1 /-	976,95,266 /-	

### Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>CAMPAIGN PROPERTIES LLP</b> 11A/1C, EAST TOPSIA ROAD, City:- , P.O:- GOBINDA KHATICK ROAD, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046 Date of Incorporation:XX-XX-2XX9 , PAN No.: aaxxxxxx8e,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	<b>COMMITMENT NIRMAAN LLP</b> 11A/1C, EAST TOPSIA ROAD, City:- , P.O:- GOBINDA KHATICK ROAD, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046 Date of Incorporation:XX-XX-2XX9 , PAN No.: AAxxxxxx7J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
3	<b>CRONY DEVELOPERS LLP</b> 11A/1C, EAST TOPSIA ROAD, City:- , P.O:- GOBINDA KHATICK ROAD, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046 Date of Incorporation:XX-XX-2XX9 , PAN No.: AAxxxxxx4G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative








4	<b>DOMINION BUILDERS LLP</b> 11A/1C, EAST TOPSIA ROAD, City:- , P.O:- GOBINDA KHATICK ROAD, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046 Date of Incorporation:XX-XX-2XX9 , PAN No.:: AAxxxxxx0H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
5	<b>ORCHID PREMISES LLP</b> 11A/1C, EAST TOPSIA ROAD, City:- , P.O:- GOBINDA KHATICK ROAD, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046 Date of Incorporation:XX-XX-2XX9 , PAN No.:: AAxxxxxx3N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
6	<b>DOMINION AWAS LLP</b> 11A/1C, EAST TOPSIA ROAD, City:- , P.O:- GOBINDA KHATICK ROAD, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046 Date of Incorporation:XX-XX-2XX1 , PAN No.:: AAxxxxxx0A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
7	<b>COMMITMENT BUILDERS LLP</b> 11A/1C, EAST TOPSIA ROAD, City:- , P.O:- GOBINDA KHATICK ROAD, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046 Date of Incorporation:XX-XX-2XX1 , PAN No.:: AAxxxxxx8L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

#### Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Mirania Realty LLP</b> 11A/1c, City:- Not Specified, P.O:- Gobinda Khatik Road, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046 Date of Incorporation:XX-XX-2XX2 , PAN No.:: abxxxxxx3e,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative










#### Representative Details :

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr KISHAN MIRANIA AGARWAL</b> Son of Mr RAMBILAS AGARWAL Date of Execution - 27/11/2024, , Admitted by: Self, Date of Admission: 27/11/2024, Place of Admission of Execution: Office	 Nov 27 2024 3:52PM	 Captured LTI 27/11/2024	 27/11/2024
36/1B, Lala Lajpat Rai Sarani, City:- , P.O:- L R SARANI, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX6 , PAN No.:: ADxxxxxx1E,Aadhaar No Not Provided by UIDAI, Status : Representative, Representative of : CAMPAIGN PROPERTIES LLP (as PARTNER), COMMITMENT NIRMAAN LLP (as PARTNER), CRONY DEVELOPERS LLP (as PARTNER), DOMINION BUILDERS LLP (as PARTNER), ORCHID PREMISES LLP (as PARTNER), DOMINION AWAS LLP (as PARTNER), COMMITMENT BUILDERS LLP (as PARTNER)				





2	<b>Name</b> <b>Mr BISHAN M AGARWAL</b> Son of Mr RAMBILAS AGARWAL Date of Execution - 27/11/2024, , Admitted by: Self, Date of Admission: 27/11/2024, Place of Admission of Execution: Office	<b>Photo</b> 	<b>Finger Print</b>  Captured LTI 27/11/2024	<b>Signature</b>  27/11/2024
36/1B, Lala Lajpat Rai Sarani, City:- , P.O:- L R SARANI, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX9 , PAN No.:: AFxxxxxx4H,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : CAMPAIGN PROPERTIES LLP (as PARTNER), COMMITMENT NIRMAAN LLP (as PARTNER), CRONY DEVELOPERS LLP (as PARTNER), DOMINION BUILDERS LLP (as PARTNER), ORCHID PREMISES LLP (as PARTNER), DOMINION AWAS LLP (as PARTNER), COMMITMENT BUILDERS LLP (as PARTNER)				
3	<b>Name</b> <b>Mr Arhant M Agarwal (Presentant )</b> Son of Mr Bishan M Agarwal Date of Execution - 27/11/2024, , Admitted by: Self, Date of Admission: 27/11/2024, Place of Admission of Execution: Office	<b>Photo</b> 	<b>Finger Print</b>  Captured LTI 27/11/2024	<b>Signature</b>  27/11/2024
36/1B Lala Raj Pat Roy Sarani, City:- Not Specified, P.O:- L R Sarani, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-2XX2 , PAN No.:: ajxxxxxx5c,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Mirania Realty LLP (as partners)				
4	<b>Name</b> <b>Mr Pratik Mirania Agarwal</b> Son of Mr Kishan Mirania Agarwal Date of Execution - 27/11/2024, , Admitted by: Self, Date of Admission: 27/11/2024, Place of Admission of Execution: Office	<b>Photo</b> 	<b>Finger Print</b>  Captured LTI 27/11/2024	<b>Signature</b>  27/11/2024
36/1B Lala Lajpat Roy Sarani, City:- Not Specified, P.O:- LR Sarani, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX8 , PAN No.:: ajxxxxxx8b,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Mirania Realty LLP (as partners)				

#### Identifier Details :

<b>Name</b> <b>Mr Arpan Roy Kanjilal</b> Son of Mr Arup Ganguli High Court, City:- Not Specified, P.O:- G P O, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001	<b>Photo</b> 	<b>Finger Print</b>  Captured LTI 27/11/2024	<b>Signature</b>  27/11/2024
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Identifier Of Mr KISHAN MIRANIA AGARWAL, Mr BISHAN M AGARWAL, Mr Arhant M Agarwal, Mr Pratik Mirania Agarwal

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	CAMPAIGN PROPERTIES LLP	Mirania Realty LLP-12.2856 Dec
2	COMMITMENT NIRMAAN LLP	Mirania Realty LLP-12.2856 Dec
3	CRONY DEVELOPERS LLP	Mirania Realty LLP-12.2856 Dec
4	DOMINION BUILDERS LLP	Mirania Realty LLP-12.2856 Dec
5	ORCHID PREMISES LLP	Mirania Realty LLP-12.2856 Dec
6	DOMINION AWAS LLP	Mirania Realty LLP-12.2856 Dec
7	COMMITMENT BUILDERS LLP	Mirania Realty LLP-12.2856 Dec





**Endorsement For Deed Number : I - 163005736 / 2024**

**On 27-11-2024**

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

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

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

Presented for registration at 15:48 hrs on 27-11-2024, at the Office of the D.S.R. - V SOUTH 24-PARGANAS by Mr Arhant M Agarwal .

**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 9,76,95,266/-

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

Execution is admitted on 27-11-2024 by Mr BISHAN M AGARWAL, PARTNER, CAMPAIGN PROPERTIES LLP (LLP), 11A/1C, EAST TOPSIA ROAD, City:- , P.O:- GOBINDA KHATICK ROAD, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046; PARTNER, COMMITMENT NIRMAAN LLP (LLP), 11A/1C, EAST TOPSIA ROAD, City:- , P.O:- GOBINDA KHATICK ROAD, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046; PARTNER, CRONY DEVELOPERS LLP (LLP), 11A/1C, EAST TOPSIA ROAD, City:- , P.O:- GOBINDA KHATICK ROAD, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046; PARTNER, DOMINION BUILDERS LLP (LLP), 11A/1C, EAST TOPSIA ROAD, City:- , P.O:- GOBINDA KHATICK ROAD, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046; PARTNER, ORCHID PREMISES LLP (LLP), 11A/1C, EAST TOPSIA ROAD, City:- , P.O:- GOBINDA KHATICK ROAD, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046; PARTNER, DOMINION AWAS LLP (LLP), 11A/1C, EAST TOPSIA ROAD, City:- , P.O:- GOBINDA KHATICK ROAD, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046; PARTNER, COMMITMENT BUILDERS LLP (LLP), 11A/1C, EAST TOPSIA ROAD, City:- , P.O:- GOBINDA KHATICK ROAD, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046

Indetified by Mr Arpan Roy Kanjilal, . , Son of Mr Arup Ganguli, High Court, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 27-11-2024 by Mr Arhant M Agarwal, partners, Mirania Realty LLP, 11A/1c, City:- Not Specified, P.O:- Gobinda Khatik Road, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046

Indetified by Mr Arpan Roy Kanjilal, . , Son of Mr Arup Ganguli, High Court, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 27-11-2024 by Mr Pratik Mirania Agarwal, partners, Mirania Realty LLP, 11A/1c, City:- Not Specified, P.O:- Gobinda Khatik Road, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046

Indetified by Mr Arpan Roy Kanjilal, . , Son of Mr Arup Ganguli, High Court, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 27-11-2024 by Mr KISHAN MIRANIA AGARWAL, PARTNER, CAMPAIGN PROPERTIES LLP (LLP), 11A/1C, EAST TOPSIA ROAD, City:- , P.O:- GOBINDA KHATICK ROAD, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046; PARTNER, COMMITMENT NIRMAAN LLP (LLP), 11A/1C, EAST TOPSIA ROAD, City:- , P.O:- GOBINDA KHATICK ROAD, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046; PARTNER, CRONY DEVELOPERS LLP (LLP), 11A/1C, EAST TOPSIA ROAD, City:- , P.O:- GOBINDA KHATICK ROAD, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046; PARTNER, DOMINION BUILDERS LLP (LLP), 11A/1C, EAST TOPSIA ROAD, City:- , P.O:- GOBINDA KHATICK ROAD, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046; PARTNER, ORCHID PREMISES LLP (LLP), 11A/1C, EAST TOPSIA ROAD, City:- , P.O:- GOBINDA KHATICK ROAD, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046; PARTNER, DOMINION AWAS LLP (LLP), 11A/1C, EAST TOPSIA ROAD, City:- , P.O:- GOBINDA KHATICK ROAD, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046; PARTNER, COMMITMENT BUILDERS LLP (LLP), 11A/1C, EAST TOPSIA ROAD, City:- , P.O:- GOBINDA KHATICK ROAD, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046

Indetified by Mr Arpan Roy Kanjilal, . , Son of Mr Arup Ganguli, High Court, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 53.00/- ( E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/11/2024 11:33AM with Govt. Ref. No: 192024250291906258 on 27-11-2024, Amount Rs: 21/-, Bank: SBI EPay ( SBIPay), Ref. No. 2188291220346 on 27-11-2024, Head of Account 0030-03-104-001-16





#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs. 100.00/-, by online = Rs 74,920/-

#### Description of Stamp

1. Stamp: Type: Impressed, Serial no 702, Amount: Rs.100.00/-, Date of Purchase: 05/11/2024, Vendor name:

WASHIM GAZI

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 27/11/2024 11:33AM with Govt. Ref. No: 192024250291906258 on 27-11-2024, Amount Rs: 74,920/-,

Bank: SBI EPay ( SBIPay), Ref. No. 2188291220346 on 27-11-2024, Head of Account 0030-02-103-003-02

*Dilip Kumar Mondal*

**Dilip Kumar Mondal**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - V SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1630-2024, Page from 156050 to 156133

being No 163005736 for the year 2024.



*Dilip*

Digitally signed by Dilip Kumar Mondal  
Date: 2024.12.05 16:27:54 +05:30  
Reason: Digital Signing of Deed.

(Dilip Kumar Mondal) 05/12/2024

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS

West Bengal.

