

7561/2024

7465/2024

भारतीय गैर न्यायिक

पचास
रुपये

रु.50

भारत

FIFTY
RUPEES

Rs.50

INDIA

INDIA NON JUDICIAL

अन्तिमवर्ग पश्चिम बंगाल WEST BENGAL

A.R.A.
IV

AK 822107

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

Additional Registrar of
Assurances-IV, Kolkata

Additional Registrar of
Assurances-IV, Kolkata

22 MAY 2024

DEVELOPMENT AGREEMENT

WITH RELATED POWER OF ATTORNEY

THIS AGREEMENT made this the 22nd day of MAY, 2024 Two
Thousand and Twenty Four

11897

B. C. Lahiri Advocate
Alipore Budge Court, Kol-27

TO.....
SOLD TO.....
OF.....
RS.....
JAYDEEP CHATTERJEE
16, INDIA EXCHANGE PLACE, KOL-1
GOVT. LICENSED STAMP VENDOR
NO. 351RS2016

-7 MAY 2024

-7 MAY 2024



Identified by me
Abhijit Ghosh
S/o U. Jaganta Kumar Ghosh
Advocate
Seabach Civil Court
CN-14

BETWEEN

1. **MR. ASHIT GUHA** (PAN: AEAPG8672A & AADHAAR: 7591 6599 7951), son of Late Sachindra Nath Guha @ Bijay Guha, residing at 2 No. Debigarh, P.O. & P.S.: Madhyamgram, Kolkata: 700 129, District: North 24 Parganas,
2. **MRS. KRISHNA SENGUPTA**, (PAN: ABFPS2344K) & (AADHAR:276517926759), Wife of Mr. Chandan Sengupta residing at Biresh Palli, P.O & P.S Madhyamgram, District North 24 Parganas; and
3. **MR. CHANDAN SENGUPTA** (PAN:ANDPS7864C) & AADHAR (653606654070), son of Late Sourendra Nath Sengupta residing at Biresh Palli, P.O & P.S Madhyamgram, District North 24 Parganas;

The abovenamed are referred to as the **OWNERS** (which term or expression unless excluded by or repugnant to the meaning subject or context be deemed to mean and include in case of individuals their heirs, representatives and in case of Companies their successor and/or successors-in-interest and assigns) of the **ONE PART**

AND

SRIJAN REALTY PRIVATE LTD. (PAN AAHCS6112K) a Company incorporated under the Companies Act 1956 having its regd. Office at 86/1A, Elgin Road, Kolkata - 700 020 represented by its Authorized Signatory, **Mr. RAVI KUMAR GUPTA** [PAN NO.BCPPG9650J, AADHAR NO. 752687409406], son of Pramod Kumar Gupta, residing at 15/30/1, Tinkori Nath Bose Lane, P.O Salkia, P.S. Golabari, Howrah, Pin 711 106, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include successor and/or successors-in-interest and assigns) of the **OTHER PART**.

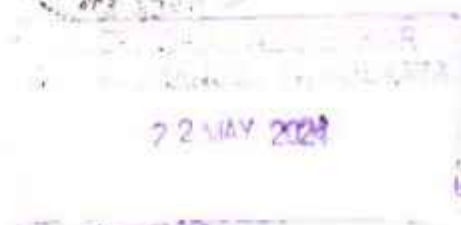


22 MAY 2022

Parties shall mean collectively the Owners and the Developer and **"Party"** means each of the Owners and the Developer individually.

W H E R E A S :-

- A. The Owners whose title documents are set out in the **SEVENTH SCHEDULE** hereunder are presently seized and possessed of or otherwise well and sufficiently entitled to All That the pieces and parcels of land containing an area of **84.35** decimal equivalent to **51.03175** Cottah be the same a little more or less situate lying at various R.S and L.R Dags in Mouza Doharia J.L.No 45, A.D.S.R Barasat, Post Office Madhyagram, Police Station Madhaygram, Block Barasat - II, within ward no. 9 of Madhyamgram Municipality, in the District of North 24 Paraganas more fully and particularly described in the **First Schedule** hereunder written and shown in the map or plan annexed hereto and verged in "Green" borders thereon (hereinafter referred to as "the Said Land/ Property") and forming part of this Agreement..
- B. By a MOU dated 22nd September 2023 the Parties negotiated and came to an Understanding whereby the Owners would grant the Developer the Development Rights (*as hereinafter defined*) to construct and develop a residential and/or commercial and/or mixed use real estate building complex (hereinafter referred to as " the Complex") consisting of several buildings of varying sizes to be developed in phases, and thereafter market, promote and sell/transfer the apartments of the Projects by executing necessary Definitive Agreements .
- C. The Parties now have agreed to enter into a development agreement for the development and construction of a residential housing complex together with several commercial units as per the sanctioned pain of the municipal authority including other authorities, if any more fully described in the **First Schedule** and based on the assurances and representations of the Developer regarding its expertise and





Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



220520242005564679

GRIPS Payment Detail

GRIPS Payment ID:	220520242005564679	Payment Init. Date:	22/05/2024 13:07:40
Total Amount:	167089	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	0838062937413	BRN Date:	22/05/2024 13:08:16
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

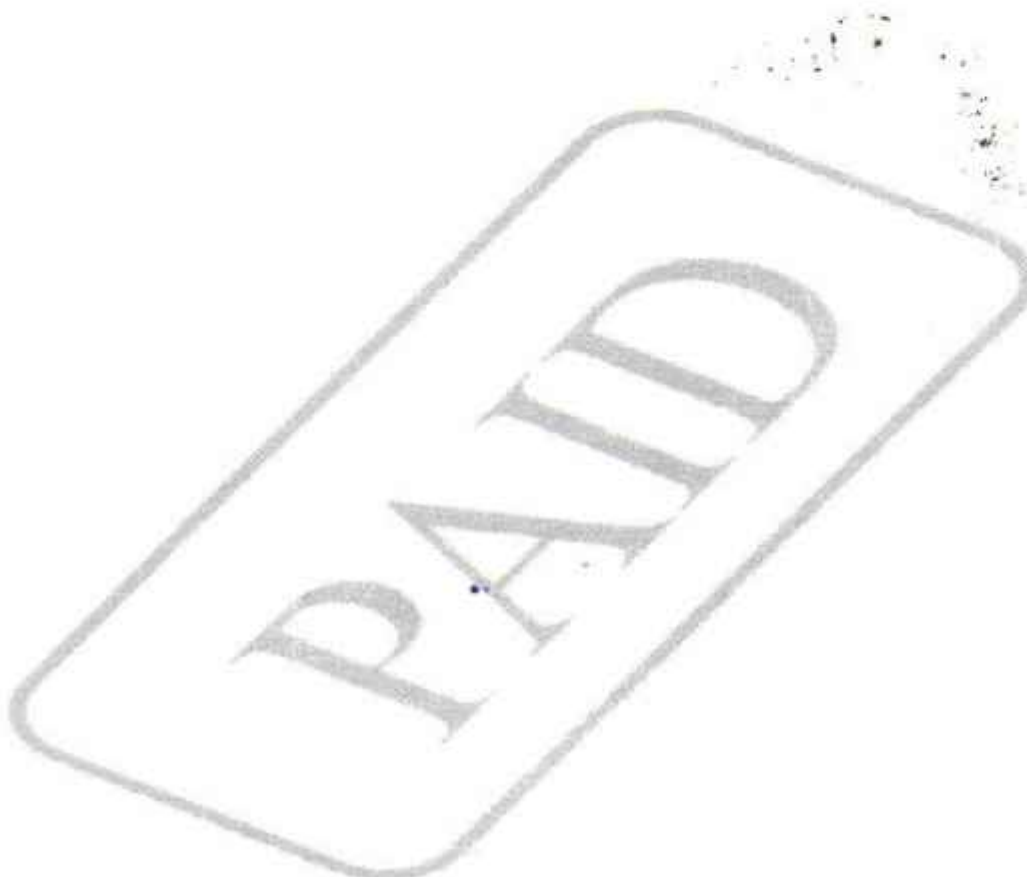
Depositor's Name: Mr RAM NARESH AGARWAL
Mobile: 9903035858

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192024250055646808	Directorate of Registration & Stamp Revenue	167089
Total			167089

IN WORDS: ONE LAKH SIXTY SEVEN THOUSAND EIGHTY NINE ONLY.

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



22 MAY 2024



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



192024250055646808

GRN Details

GRN:	192024250055646808	Payment Mode:	SBI Epay
GRN Date:	22/05/2024 13:07:40	Bank/Gateway:	SBIePay Payment Gateway
BRN :	0838062937413	BRN Date:	22/05/2024 13:08:16
Gateway Ref ID:	0844109509	Method:	ICICI Bank - Corporate NB
GRIPS Payment ID:	220520242005564679	Payment Init. Date:	22/05/2024 13:07:40
Payment Status:	Successful	Payment Ref. No:	2001078741/6/2024
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr RAM NARESH AGARWAL
Address:	36/1A ELGIN ROAD BHAWANIPORE KOLKATA - 700020
Mobile:	9903035858
Email:	nikunjsaraf@srijanrealty.in
Period From (dd/mm/yyyy):	22/05/2024
Period To (dd/mm/yyyy):	22/05/2024
Payment Ref ID:	2001078741/6/2024
Dept Ref ID/DRN:	2001078741/6/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001078741/6/2024	Property Registration- Stamp duty	0030-02-103-003-02	75061
2	2001078741/6/2024	Property Registration- Registration Fees	0030-03-104-001-16	92028
Total				167089

IN WORDS: ONE LAKH SIXTY SEVEN THOUSAND EIGHTY NINE ONLY.

PAID



22 MAY 2024

competence to undertake the development and Completion of the Complex and based on the representations of the Owners regarding title, the Owners have agreed to grant the Development Rights (as defined hereinafter) to the Developer, by and under this Development Agreement and the Developer has agreed upon and consented to the same; and the Parties are entering into this Development Agreement to record their understanding with respect to the terms, conditions, covenants, stipulations for such development of the said Land and the complex by the Developer.

D. The parties have mutually agreed and framed a Scheme for the development of the said Land in the manner as follows:-

- a) The Owners shall do or cause to be done all deeds and things at its costs and expenses to satisfy the Developer as to the title of the Owner to the said land. In this regard the Owners have agreed to indemnify the Developer for any losses which they may suffer resulting from or connected with the several anomalies in title enumerated in Recital C hereinabove.
- b) The Owner will be responsible to get the said Land and/or part thereof duly mutated in its name both in the Land Reforms Record of Rights and also in the record of the Municipality at its own cost and expenses.
- c) The Owner shall get the said Land or parts thereof converted to 'Bastu' in the records of the BL&LRO at its cost and expenses and also in the record of the Municipality.
- d) Furthermore, the Developer shall arrange for amalgamation of the said land as per the requirement of the Madhyamgram Municipality for the purpose of the Development of the Complex.



✓

ADDL. REGISTRAR
KOLKATA
22 MAY 2024

- e) The Owner shall at their own costs and expenses make out a marketable title, free from all encumbrances and further hand over vacant and peaceful possession of the said Land with the execution and registration of the Development Agreement or soon thereafter, for the purpose of development unto the Developers and shall answer all requisitions in future that may be made either by the Developers or its Advocates.
- g) The Owner have already constructed boundary wall along the periphery of the said Land at its costs and expenses and in case there are any unbounded portion such shall also be walled by the Owners.
- h) The Owner shall also be responsible for any litigation related to the title of the Owner to the said Land and shall bear all costs confirmed to that respect and not to development or project associated in that respect.
- i) The Developer shall make its best endeavor to achieve optimum FAR utilization with incremental benefit resulting from Services and the Metro railway passing by near the vicinity of the said land. It is further agreed between the parties hereto that if the Complex becomes eligible for any extra FAR, as a result of any change in the government norms or rules or regulations or as a result of any Green Building norms/certifications, and the Owners are interested in availing/purchasing such extra FAR, the Owner shall bear all statutory cost and incidental expenses of obtaining such extra/additional FAR. In that event costs, fees, charges of such certifications as also the revenue from its sale shall be shared between the Owners and the Developer in the agreed ratio (hereinafter defined) but all other costs and expenses inclusive of construction, development and other incidental and ancillary cost shall be incurred by the Developer and the



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
22 MAY 2024

revenue shall be shared between the owners and Developers in the ratio of 30% (Owners) as to 70% (Developer). On receipt of completion certificate if any unit remains unsold in that case any liability arising out of GST will be shared between owner and developer as per the agreed ratio.

- i) The entire Complex would be developed by the Developer at its own costs, charges and expenses and shall at its own cost, expenses and charges be solely liable to do all acts deeds and things relating to planning of the project, preparation of the Building plans and assisting the Owners in obtaining all permissions from the competent authorities and clearances and no objection certificates from Fire, Pollution and Environment departments, etc. required for construction of the said complex and making the same fit for construction, habitation, marketable, and providing insurance during the entire period of construction and warranty and defect liability for at least five (5) years from the statutory completion certificate for the respective block and the Owners shall always be kept fully saved harmless and indemnified in respect thereof, without any liability either monetary or otherwise on the Owners.
- j) The Owners agree to transfer/ gift the demarcated portion out of the said land to WBSEDCL, as may be required for providing the electricity facilities / transformer(s) at the Complex at Free of Cost.
- k) The Developer shall always remain liable or responsible to comply with all its obligations and/or commitments towards the Owner under this Development Agreement by whatever method of development it may adopt in future.
- l) Any escalation of price against any floor escalation, to be shared with owners in the same ratio as per the agreed terms (i.e. for owners @ 30% & developer @ 70%) and the same to be included in revenue sharing.



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
22 MAY 2024

NOW THEREFORE, in consideration of the, terms, conditions, covenants, stipulations set forth in this Development agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, the parties with the intent to be legally bound this Development agreement witnesseth and it is hereby agreed by and between the parties as follows:

DEFINITIONS:

Unless in this Development agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings:-

AFFILIATE shall mean with respect to any person, any other person directly or indirectly controlling, controlled by, or under direct or indirect common control with, such person;

AGREEMENT shall mean this Registered Development Agreement along with all its annexures and schedules attached hereto and all instruments supplemental to or in amendment or furtherance or confirmation of this Agreement, entered into in writing, in accordance with its terms and conditions, including the Registered Power of Attorney to be granted;

APPLICABLE LAW shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;

ARCHITECT - shall mean any such person or persons who may be appointed by the Developer in consultation with the owners as the Architect for the Complex..

ASSOCIATION - shall mean any company incorporated under the Companies Act, 1956 or any Association of Persons or any Syndicate or a Committee or registered Society as may be formed by the Developer for the Common Purposes having such by-laws, rules, regulations and restrictions as may be



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
22 MAY 2024

deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained for maintenance and /or management of the Complex.

CAR PARKING SPACE – shall mean all the spaces, whether open or covered or mechanical multi-level, of the Complex expressed or intended to be reserved for parking of motor cars /trucks/two wheelers.

COMMON AREAS, FACILITIES AND AMENITIES – shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, overhead water tank, water pump and motor, drive-ways, common lavatories, Generator, transformer, Effluent Treatment Plant, Fire Detection and Fighting systems, rain water harvesting areas and other facilities in the Complex, which may be decided by the Developer in its absolute discretion and provided by the Developer, and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Complex Provided That the Developer shall be liable to provide the minimum areas, installations and facilities as are included in the **SECOND SCHEDULE** hereunder written.

COMMON EXPENSES – shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses for the Common Purpose including those mentioned in the **THIRD SCHEDULE** hereunder written which shall arise after obtaining Completion Certificate and to be contributed, borne, paid and shared by the transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge.

COMMON PURPOSES – shall mean and include the purpose of managing, maintaining and up keeping the Complex as a whole in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the transferees and/or the occupants in any other capacity, collection and



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
22 MAY 2024

disbursement of the Common Expenses and administering and dealing with the matters of common interest of the transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.

COMPLETION NOTICE - shall mean the possession notice as defined hereinafter.

COMPLEX/ PROJECT - shall mean the residential cum commercial and/or mixed use building Complex with open areas to be constructed, erected and completed by the Developer in accordance with the Plan.

DEPOSITS/EXTRA CHARGES/TAXES (EDC) - shall mean the amounts specified in the **FOURTH SCHEDULE** hereunder to be deposited/paid by transferees of the units to the Developer and also payable by the Owner and Developer for unsold portions of their allocations in case of area sharing. (Unsold stock related to extra charges will be paid only after being sold and not before hand).

OWNER'S & DEVELOPER'S ADVOCATES - shall mean any, Advocate appointed by the parties.

DEVELOPER'S ALLOCATION - shall mean 70% (Seventy per cent) of the total constructed built up area in residential portions with undivided share in the land beneath including the roof of the respective building to be constructed either the revenues accruing from sale of saleable area or allocated space in the saleable areas save and except the parking areas as agreed and recorded hereunder also mentioned in Part - I of the **Fifth Schedule** hereunder/written **TOGETHER WITH** the undivided proportionate impartible part or share in the entire project Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage space and more particularly described in the **Second Schedule**.



Handwritten signature or initials.

SCHOOL OF THE ADM. MEDICAL SCIENCES, KOLKATA
22 MAY 2024

DEVELOPMENT RIGHTS shall include (but not be limited to), *inter alia*, the right, power, entitlement, authority, sanction and permission to:

- (i) enter upon and take possession of the entire project land in accordance with this agreement for the purpose of development and construction of the project/ Complex and to remain in such possession until the completion of the project/ Complex or till termination of this Development Agreement and the Development Power of Attorney by the Owners on notice to the Developer due to the default and/or failure of any contractual compliance of these presents from the part of the Developer;
- (ii) to demolish the existing structures on the project land;
- (iii) to put up a sign board at the Project site with brief description of the impending Project to be developed with the Developer's name inscribed therein.
- (iv) appoint, employ or engage architect, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the planning, design, development and construction of the project/ Complex;
- (v) to carry out planning, design, all the infrastructure and related work/ constructions for the project/ Complex, including leveling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations, landscaping and all other common areas and facilities for the total built up area to be constructed on the project/ said land as may be required by any approvals, layout plan, or order of any governmental authority; and to set up site offices, marketing offices and construct model sample homes/ apartments/ units;
- (vi) to launch the project for booking and in conformity with Section (4) sub-section (2) clause (i) sub clause (d) of West Bengal Housing Industry Regulation Act, 2017 receive advances on sale of units in the project from the intending purchasers and to



ADDITIONAL PAGE
OF ASSESSMENT REPORT
22 MAY 2024

exercise full, exclusive marketing, leasing, licensing and sale rights in respect of the Apartment Units and related undivided interests in the project land and enter into agreements of transfer with all intending purchasers of the units and on such marketing, leasing, licensing or sale, to receive proceeds and give receipts and hand over ownership, possession, use or occupation of the Apartment units to the intending purchasers;

- (vii) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the development rights and in connection with all the marketing, leasing, licensing or sale of the Apartment units including execution/ registration of the unit agreements, appear and present for registration before the jurisdictional registrar or sub registrar towards registration of the Agreements, documents for sale, lease or transfer of the units;
- (viii) manage the entire project land and the common areas constructed upon the entire project land till the completion of the project/ complex and transfer/assign such right of maintenance upon formation of the association and to retain all benefits, consideration etc. accruing from such maintenance of the project and handover the project/ complex to the association on its formation;
- (ix) apply for and obtain any approvals in the name of owners or wherever required under the applicable laws in the name of the developer, including any temporary connections of water, electricity, drainage and sewerage in the name of the owners for the purpose of development and construction and completion of the project/Complex or for any other commercial exploitation of the development rights in the project as per this agreement;
- (x) In conformity with the West Bengal Housing Industry Regulation Act, 2017 and other applicable laws and rules generally do any and all other acts, deeds and things that are ancillary or incidental for the exercise of the development rights, including



✓

ADDITIONAL REGISTRAR
OF ASSESSMENT & COLLECTOR
22 MAY 2024

any rights stated elsewhere in this agreement.

ENCUMBRANCE means any mortgage, lien, charge, non-disposal or other restrictive covenant or undertaking, right of pre-emption, easement, attachment or process of court, burdensome covenant or condition and/or any other arrangement which has the effect of constituting a charge or security interest or other third party interest or negative lien which could affect the construction and development and/or ownership of the Project/ Complex;

ESCROW AGENT" means the Developer or its nominated person who will hold in his custody the original documents of title during the period of construction and upon completion thereof to hand over the same to the Association.

ESCROW AGREEMENT" means the agreement entered into among the Owners, the Developer and the Escrow Agent;

MAINTENANCE-IN-CHARGE - shall mean and include such agency or any outside agency to be appointed by the Developer for the Common Purposes having such by-laws, rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained for maintenance, management, up keep and administration.

MARKETING - shall mean selling, with any space in the complex/ Project to any transferee for owning and occupying any flat, unit, apartment, office block, show room, shop room and/or constructed space by the Developer for self and/or on behalf of the Owners in terms hereof.

NEW BUILDINGS - shall mean the new residential buildings and/or buildings in the Complex/ Project to be constructed, erected and completed in



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
22 MAY 2024

accordance with the Sanctioned Building Plan/ Building permit on the said land.

OWNERS' ALLOCATION - shall mean **30% (Thirty per cent)** of the total constructed built up area in residential portions with undivided share in the land beneath including the roof of the respective building to be constructed either the revenues accruing from sale of saleable area or allocated space in the saleable areas save and except the parking areas as agreed and recorded hereunder in the manner mentioned in Part - II of the **Fifth Schedule** hereunder written **TOGETHER WITH** the undivided proportionate impartible part or share in the entire project Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage space and more particularly described in the **Second Schedule**.

PLAN -means the building plan to be sanctioned by Madhyamgram Municipality and shall include all such modifications which may be made time to time on the advice or recommendation of the Architect as decided by the Developer and in consultation with the Owners from time to time and approved/ Sanctioned by the sanctioning authorities.

PROPORTIONATE OR PROPORTIONATELY - according to the context shall mean the proportion in which the revenue from the sale of space and/or spaces , as the case may be, shall be shared between the owners and the Developer.

SAID LAND - shall mean All That the pieces and parcels of land containing an area of **84.35** decimal equivalent to **51.03175** Cottah be the same a little more or less situate lying at various R.S and L.R Dags in Mouza Doharia J.L.No 45, A.D.S.R Barasat, Post Office Madhyagram, Police Station Madhaygram, Block Barasat - II, within ward no. 9 of Madhyamgram Municipality, in the District of North 24 Paraganas more fully and particularly described in the **First Schedule** hereunder written being offered by the Owners for development of the Complex/ Project.



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
22 MAY 2024

SALE PROCEEDS shall mean and include all amounts, considerations and receipts, whether one time or periodical, as may be received and collected from the Intending Purchasers for (a) transfer of the Apartments/ Unit(s) and proportional undivided undemarcated interest in the Land to Intending Purchasers; (b) transfer of proportionate Common Areas and facilities; (d) leasing/ licensing/ renting of any Apartment, Open Area, Unit(s) in the Project which are not transferred on outright sale basis (e) on account of interest, penalty, compensation and/or forfeited amount and/or transfer/nomination fee, etc. excluding however Goods & Service Tax; BUT shall not include any amounts received or collected by the Developer towards:

- (i) any GST or any other present or future taxes/cess or any other statutory or government levies or fees/ charges on development, construction or sale/transfer of any Units or otherwise on the Project/ Complex as may be applicable from time to time;
- (ii) any electricity/water or any other utility deposits;
- (iii) any moneys collected/received from the Purchasers for providing facilities/ utilities including electricity, water,
- (iv) any monies collected towards maintenance and/or contribution towards corpus fund, any amount received from the prospective Purchasers towards legal charges, share money, society membership fees, stamp duty, registration fee, documentation charges for transfer of Unit(s) and other incidental and allied costs, expenses, of all deeds, documents, agreements, collected from the prospective purchasers;;
- (v) all fitment charges, furniture, machineries, equipment, furnishing, tools, etc., if any, to be provided to in the Institutional Units;
- (vi) any grants and/or subsidies to be received for or in connection or in relation with the development work of the Project from the Authorities concerned under any 'Governmental or Statutory Schemes;



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
22 MAY 2024

- (vii) any payment which may be specifically stated elsewhere in the Agreement to be solely realised and appropriated by the Developer; and

TOTAL REALIZATION shall mean the sale proceeds as defined above realized from the sale of saleable areas, signage spaces, common areas arising from sale and transfer but excluding Extra Charges and Deposits etc.

SAID SHARE - shall mean the undivided proportionate indivisible undemarcated part or share in the said land attributable to either party's allocation as in the context would become applicable.

SIGNAGE SPACE - shall mean all signage and display spaces outside all Units/ spaces in the common areas of the commercial area, if any and the Complex and the exterior of the new buildings including the roofs, car parking areas and the open areas of the new buildings as also the boundary walls of the Complex.

SPECIFICATION - shall mean the specification for the said Complex/ Project as mentioned in the **SIXTH SCHEDULE** hereunder written subject to minor alterations or modifications with the consent of the Architect.

TITLE DEEDS - shall mean the documents of title of the Owners in respect of the entire project/ Said Land mentioned in the **SEVENTH SCHEDULE** hereunder written and the documents of title of the Owners as available in respect of the said Land.

TRANSFER - with its grammatical variations shall include transfer by possession and by other means adopted for effecting what is understood as a transfer of space in multi-storied building to the transferees thereof as per law.



TRANSFeree/PURCHASER - according to the context shall mean all the prospective or actual transferees who would agree to purchase or shall have purchased any Apartments/ Unit in the Complex and for all unsold Apartments/ Unit and/or Units in the Owners' allocation shall mean the Owners and for all unsold Apartments/ Unit and/or Units in the Developer's Allocation shall mean the Developer.

2. INTERPRETATION:

In this agreement save and except as otherwise expressly provided -

- i) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- ii) the division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- iii) when calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- iv) all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- v) the words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.



22 MAY 2024

- vi) Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.
- vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated. all the aforesaid recitals shall form integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

3. PURPOSE

3.1 This Agreement is to set forth the terms and conditions with respect to and pertaining to the grant of the Development Rights by the Owners with respect to the Said Project Land in favour of the Developer, the nature of the Project to be developed by the Developer and the rights and obligations of the Parties towards the successful implementation of the Project.

3.2 The Parties shall extend all cooperation to each other and do all such acts and deeds that may be required to give effect to and accomplish the provisions and purposes of this Agreement. The Owners shall provide all assistance to the Developer that may be required by the Developer from time to time for the purpose of carrying out the development and transactions contemplated hereby.

3.3 If, for any reason whatsoever, any term contained in this Agreement cannot be performed or fulfilled, then save and except any other rights the Parties respectively may have against the other under this Agreement or in law, the Parties shall meet, explore and agree to any alternative solutions depending upon the changed circumstances,



but keeping in view the spirit and objectives of this Agreement.

4. **OWNERS' REPRESENTATIONS:** The Owners have represented to the Developer as follows:-

- a) The Owners have and possess clear, marketable, unfettered, absolute and unrestricted right, title and interest and pursuant thereto are seized and possessed of and well and sufficiently entitled to the Said land which is properly identified by metes and bounds in accordance with Mouza map as well as the Smart Plan. No person other than the Owner has any right, title and/or interest, of any nature whatsoever in the Said land or any part thereof and the Owners have made all payments to be made in terms of the sale deed/ documents under which the Said Land were acquired and there are no impediments, defaults, omissions or constraints whatsoever with regard to the rights, ownership, titles, estate, privileges and interests vesting in the Owner. All current and antecedent title documents have been duly registered and stamped at the correct valuation of the Said Land as required under law;
- b) The Owners have full right, power and authority to enter into this Agreement.
- c) The Owners represent that they have made all material disclosures in respect of the Said Land and have provided all information in relation to the transactions contemplated herein and all original documents of title of the Owner and all other title related documents such as Powers of Attorney, Wills, Probates, Letters of Administration, Heirship/ Warrison certificates, Faraznama and/or sworn affidavits affirming heirships and Court Order granting permission to Trusts enabling purchase or sale of land etc wherever necessary with regard to the chain of title are in their custody and the Owners agree to deposit the same in the custody of the Escrow Agent, to be held in Escrow in terms of



~

22 MAY 2024

the Escrow Agreement and after formation of the Association, hand over the documents to the Association of Apartment owners.

For the purpose of due diligence by the Developer if any further documents are required, the Owners undertake to provide the same, if available.

- d) In case any part or portion of the said land is found to be non mutated, then The Owners shall apply for and obtain the mutation at their costs and expenses.
- e) The Owners further represents that neither they nor their predecessors held any excess vacant land within the meaning of Urban Land (Ceiling and Regulation) Act, 1976 and if required the Owner shall apply for and the Developer shall obtain necessary no objection certificate from the competent authority under the said Act at its cost and expenses of the Owner with prior approval of the cost estimate.
- f) At the request of the Owner No 1, the developer agrees to give a refundable deposit of Rs.1,58,00,000/- (Rupees One Crore Fifty Eight Lakhs) only ^{temporary} for meeting the cost of relocation of factory in following manner:
 - (i) On execution of this Development Agreement Rs.25,00,000/-
 - (ii) After One month from execution of this JDA..... Rs. 25,00,000/-
 - (iii) After 2 months from execution of this JDA..... Rs.30,00,000/-
 - (iv) On sanction of Plan Rs.78,00,000/-

G. Krishna.
K. Srinivas
Chandrasekhar



✓

✓

22 MAY 2023

Similarly at the request of Owner Nos. 2 and 3, developer agrees to give a refundable deposit of Rs.1,00,00,000/- (Rupees One Crore) only for ^{Temporary} meeting the cost of relocation of factory in following manner:

- (i) On execution of this Development Agreement
Rs.25,00,000/-
- (ii) On sanction of Plan Rs.75,00,000/-

g) The Said Land and all parts of it are free from all kinds of Encumbrance and third party claims including any prior sale/agreement to sell, lease/license/allotment whether flat buyer agreement, plot buyer agreement or villa buyer agreement or any other agreement or memorandum of understanding for sale, booking of any plot, unit, flat, apartment or any other space/ area gift, mortgage, tenancy, license, trust, exchange, lease, bargadars, bhagchasis, encroachment by or settled possession of a third party or any power of attorney or any other authority, oral or otherwise empowering any other person(s) to deal with the Said Land or any part thereof for any purpose whatsoever, claims, loan, surety, security, lien, court injunction, litigation, stay order, notices, charges, disputes, acquisition, attachment in the decree of any court, hypothecation, income tax or wealth tax attachment or any other registered or unregistered Encumbrance whatsoever. No part or portion of the Said Land has vested under any law in force and The Said Land is properly contiguous land, butted and bounded and there are no impediments with regard to the development and construction of the Project on the Said Land:

- h) No part or portion of the Said Land is classified as 'industry'.
- i) There are no structures on the Said Land which are recorded as 'Heritage' Property.

Handwritten notes in purple ink on the right margin:
"Temporary"
"Kuldev Singh"
"Charan Singh"
"a. G. Singh"



ՀԱՅԱՍՏԱՆԻ ՀԱՆՐԱՊԵՏՈՒԹՅԱՆ
ԻՍՏԻՍՏԱՆԱԿԱՆ ՆԱԽԱՐԱՐՈՒԹՅԱՆ
ՄԻՆԻՍՏԵՐԱՆ

22 MAY 2024

- j) The said land does not fall in a Zone having any military establishment within 500 meters
- k) The Said Land does not fall under a forest zone.
- l) That no suits and/or proceedings and/or litigations is pending in respect of the said Land or any part thereof and the said land is not involved in any civil, criminal or arbitration proceedings and no such proceedings and no claims of any nature (whether relating to, directly or indirectly) are pending or threatened by or against Owners or in respect whereof Owners are liable to indemnify any person concerned and as far as the Owners are aware there are no facts likely to give rise to any such proceedings.
- m) The Owners further represent if any dispute arises in future the Owner shall be responsible for any litigation related to their title to the said Project land and in that event, the Owners shall, at their own costs and expenses, settle all disputes, claims, demands, suits, complaints, litigation, etc. in relation to the right, title and interest of the Owners over the Said Project Land and ensure that the development and construction of the Project by the Developer shall not be interrupted, obstructed, hampered or delayed in any manner by such disputes, claims, demands, suits, complaints, litigation, etc. Further, the Owners agree and acknowledge that in the event the Developer incurs any costs, expenses, damages etc. to rectify or remedy the title of the Owners to the Said Project Land, it shall be entitled to deduct such incurred amounts from the Owners' share/ allocation in revenue with interest. The Owners further agree that if such defect in their title to their land results in litigation after agreements for sale have been entered into with intending Buyers, the Owners would be obliged to refund their share of money received from the intending Buyers alongwith interest @



22 MAY 2024

12% (Twelve Percent) per annum. The amount will be limited to the sum received by the owners as per owner's allocation.

- n) The Owners represent that they shall not (i) initiate, solicit or consider, whether directly or indirectly, any offers or agreements from any third party for the sale/transfer or disposal of the Project Land or any rights or entitlements, including any Development Rights in the Said Project Land, in any manner whatsoever; (ii) enter into any arrangement or agreement of any nature whatsoever for sale/ transfer or disposal of the Said Project Land (or any rights or entitlements, including any development Rights in the Land), in any manner whatsoever with any other person; (iii) negotiate or discuss with any third party the financing, transfer, mortgage of the Said Land (or any rights or entitlements, including any development Rights in the Project Land); and (iv) disclose any information pertaining to this Agreement or Said Project Land to any other person save and except to the regulatory authorities and revenue authorities.
- o) The Owners represent that no part or portion of the said land ever belonged to any Debtor trust/or to any Minor ;
- p) The Owners shall co-operate with the Developer in obtaining all certificates which may be required for the purpose of completing the registration of sale deeds or other deeds and /or for transferring the title for undivided share of the land attributable to the Developer's allocation and/or their nominee and/or nominees after obtaining the Completion Certificate.
- q) The said land or any part thereof is, not affected by any requisition or acquisition of the Govt. or any other statutory body such as the WBHIDCO, WB Housing Board, PWD or National Highway Authority of India or any Road alignment of any authority or authorities under any law and the said land is not



22 MAY 2024

attached under any decree or order of any Court of Law or dues of the Income Tax, Revenue or any other Public Demand.

- r) There is no prohibitory order, notices of any nature whatsoever of any Municipal Authority, Panchayat or Statutory Body concerning or relating to or involving the Said Land or the Owners pertaining to the Said Land. There are no court orders or any orders/ directions from any Governmental Authority or any other person, which may have any adverse effect on the ownership of the Said Land vesting with the Owner, the contemplated transaction under this Agreement or on the development and construction of the Project;
- s) Subject to what has been stated in this Agreement, the Owner has not done and shall not do nor permit to be done, anything whatsoever that would in any way impair, hinder and/or restrict the sole and exclusive appointment of and grant of rights to the Developer under this Agreement including, without limitation, the unfettered exercise by the Developer of the sole and exclusive right to develop the said land for the complex/ project as per the plan.
- t) There is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the affairs of the said land.
- u) The Said Land of the Owners is free of any liability or demand and there is no outstanding property taxes, khazna, rates, duties, cess, levies including assessments, water charges, electricity charges, dues or any other charges by the Municipal Authorities or any infrastructure charges, under any Applicable Law, Revenue or any other Authority or department of the State or Central Government nor is there any claim or demand by any person or persons affecting the said land., However, if at any

stage any demand/notice is received from the Municipality for the period prior to signing of this agreement the same shall be borne/settled solely by the Owners with the co-operation of the Developer.

- v) The Owners would be able to deliver peaceful vacant possession of the said land to the Developer simultaneously with execution and registration of this Agreement for the sole purpose of development of the said land.
- w) The Owners would be able to fulfill and complete all the other obligations set out herein after.
- x) The Owners hereby give their consent to the Developer at its cost and expenses, to publish appropriate notices of the development of the Project land in the leading news papers.
- y) That the Owner has not stood as Guarantor or Surety for any obligation, liability, bond or transaction whatsoever;
- z) The Owners represent and confirm that ingress to/ access to and egress from the Said Land is unconditionally and absolutely available for all purposes from the main road and the Owners have not entered into any arrangement or agreement of any nature with any Person/ third party which in any manner restricts the access/ egress to the Said Land from the road and may give rise to any dispute for access.
- aa) No part or portion of the Project Land is used for agriculture nor affected by Sec 4E of the West Bengal Land Reforms Act, 1955.
- bb) The Owners state, declares and assure the Developer that based on their representation of a clear and marketable title to the Said Land the Developer can submit the declaration supported by a



~

22 MAY 2024

sworn affidavit together with the application to the Real Estate Regulatory Authority for registration of the project ;

And in case the Developer suffers any losses on account of any defect in title of the owners arising in future, the Owners agree to indemnify the Developer.

For the avoidance of doubts, the representations mentioned above shall survive and continue to be in force and effect from the date of execution of this agreement. The Owners undertake to notify the Developer in writing, promptly within **7 DAYS**, if they become aware of any fact, matter or circumstance (whether existing on or before the date hereof or arising afterwards) which would cause any of the representations or warranties given by them herein, to become untrue or inaccurate or misleading, at any point of time.

5. **DEVELOPER'S REPRESENTATION:** The Developer has represented and warranted to the Owners that the Developer is carrying on business of construction and development of real estate and have sufficient infrastructure know how and expertise in this field for the same.

(I) It shall complete the development of the said land in accordance with the sanction plans as modified/ amended/ revised from time to time and other parameters in this regard and in compliance with all applicable laws but the timelines for completion of the Project by the Developer shall begin only after satisfaction of all pre-conditions, completion of all obligations and compliances by the Owners as provided herein from the date of the last of the approvals including re-sanctioning of the sanction plan .

(II) The Developer shall at all times perform the duties and undertake the responsibilities set forth in this Agreement in accordance with industry standards applicable to other



ՀԱՅԱՍՏԱՆԻ ՀԱՆՐԱՊԵՏՈՒԹՅԱՆ
ԿՈՄԻՏԵ ԴՆԵՐԱԿԱՆԱԿՈՒՄԻ
22 MAY 2024

residential and commercial developers of repute in India offering similar quality and services products and using reasonable, expeditious, economical and diligent efforts at all times in the performance of its obligations;

- (III) That the Developer shall continue to comply with all the terms and conditions of all the consents and all other licenses, permits, approvals NOCs, provisional NOCs, recommendations, etc. obtained or may be obtained from time to time including renewals and / or revalidation thereof, in the name of the Owners for the development of the said Project/ Complex;
- (IV) That the Developer shall make timely payments of all taxes, Khajana outgoings, cesses, duties, levies and charges and all applicable statutory dues as per applicable law from time to time payable by the Developer for the development of the said premises as per the terms and conditions of this Agreement from the date hereof;
- (V) That the Developer has full power and authority to execute, deliver and perform its obligations under this Agreement.
- (VI) The Developer shall not abandon, delay or neglect the Project in any manner and shall accord the necessary priority thereto.

6. **COMMENCEMENT:**

- 6.1 This Agreement commences and shall be deemed to have come in force on and with effect from the date of execution, mentioned above (commencement date) and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated in this Agreement.



7. **STRUCTURING OF THE PROJECT:**

- 7.1 Subject to the terms and conditions contained in this Agreement, on and from the execution of this Agreement Date, the Owners qualifiedly grants to the Developer and the Developer hereby accepts from the Owners, all the exclusive Development Rights in respect of the Said Land.
- 7.2 The Developer shall register the real estate project with the Regulatory Authority established under the Real Estate (Regulation And Development) Act, 2016;
- 7.3 The Developer shall develop the said land in compliance with all statutory prescriptions inclusive of the laws and rules mentioned in The Real Estate (Regulation And Development) Act, 2016 and other laws and also in conformity with these presents. subject however to the Owners complying with their obligations herein contained.
- 7.4 The Developer shall at its own costs, fees, charges and expenses be solely liable to do and comply with all acts deeds and things relating to (a) Planning of the Project, (b) preparation and finalization of revised / modified Building Plans in consultation with the Owners (c) obtaining all permissions and clearances and no objection for construction and marketing of the Project (including, Fire, Airport Authority, BSNL Authority, WBSEDCL, Competent Authority under West Bengal Housing Industry Regulation Act 2017 (d) assisting the Owners in obtaining sanction of the revised/modified building plan, and (e) Construction of the Building Complex Project and making the same fit for habitation and marketing and providing insurance during the entire period of construction and warranty and defect liability for five (5) years from the date of the issuance of the completion certificate(s). (f) and all other incidental and ancillary work relating to external development works and internal Development works (g) Procurement of Completion Certificate.



✓

ADDITIONAL NEO STRAR
OF NEW STRANDS FOR NEW DATA
22 MAY 2024

- 7.5 The Developer shall appoint all engineers, staff, labour contractors etc., at its own costs and risks without any obligations or liability upon the Owners or any one of them in respect thereof and shall also appoint the Architect, Consultants & Surveyors, of the Project.
- 7.6 The specifications and facilities for construction shall be as per the Sixth Schedule written hereunder.
- 7.7 All sanctions, constructions, completion and delivery of the new building complex/project shall be done by the Developer upon due compliance of all laws and with good workmanship and good quality materials and at the sole costs, charges, risks and responsibilities, either monetary or civil or criminal of the Developer till the subsistence of this Agreement.
- 7.8 The Developer will construct the Building Complex in different phases as decided by it.
- 7.9 The Developer shall prepare and bear all the costs, charges, fees and expenses incidental thereto for, all applications, plans, undertakings, lay out plans, details, descriptions etc. for submission with any Government Authority for obtaining of any Approval by the Owners. The Owners agree that in the event the Owners are required to obtain any Approvals or have at any point in time applied for or obtained any Approval with respect to the Project/ Complex, it shall provide to the Developer copies of all such applications alongwith documents filed and approvals obtained, as and when the same are made or obtained.
- 7.10 The Owners shall be deemed to have handed over the vacant and peaceful possession of the said entire project Land to the Developer for the purpose of development and construction of the Project, and the Developer shall have the right to enter upon the Project Land directly or through its affiliates, associates, nominees, agents, architects, consultants, representatives, contractors, to do all such acts and deeds



✓

ADDITIONAL REGISTRAR
OF ASSURANCES - IV, KOLKATA
22 MAY 2024

required and/or necessary for, exercising the Development Rights and for the implementation and development of the Project. Provided however that, nothing contained herein shall be construed as delivery of possession in part performance of any Agreement of Sale under Section 53-A of the Transfer of Property Act, 1882 or Section 2(47)(v) of Income Tax Act, 1961. The possession of the Project Land handed over to the Developer shall be in accordance with and for the purposes of development and construction of the Project and other rights and entitlements as set forth in this Agreement.

7.11 Subject to Force Majeure and/ or any delays owing to defaults of the Owners or any acts, omissions or conduct of the Owners or any persons acting on behalf of the Owners, the Developer shall complete construction within a period of 5 (FIVE) Years which includes a grace period of 1 Year and such timeline shall start not later than two months from the date of obtaining re-sanctioned plan and the date all requisite Approvals for commencement of construction and development of the phase/project /the entire project including registration of the Project with the WB RERA are obtained by the Owners and within its validity period of the registration of the Phase/project ("Completion Period") The Developer shall regularly provide a quarterly progress report comprising of the status of the construction and development of the Project. It is clarified that the Parties agree that any delays owing to Force Majeure; and/ or any delays owing to defaults of the Owners or any acts, omissions or conduct of the Owners or any persons acting on behalf of the Owner; shall be excluded from the calculation/determination of the Completion Period.

7.12 All fees, costs, charges and expenses including professional fees and supervision charges in respect of the above obligations of the Developer shall be borne and exclusively paid by the Developer. Except the costs and expenses for performance of the Owner's obligations such as Mutation, conversion and title related expenses thereof and the proportionate obligation to contribute marketing costs in terms hereof.



~

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
22 MAY 2024

the owners shall not be liable for any costs, fees, charges and expenses relating to development and/or construction of the Project/Complex.

- 7.13 (i) Out of the realizations from sale of real estate project time to time seventy per cent (70%) of the amounts, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction by the Developer and the land cost (share of the Owner is called the land cost) and the same shall be used only for that purpose. For the above purpose, land cost and cost of construction of Owners area will be Developer's land cost/market value of land, whichever is lower.
- (ii) Withdrawal from this account shall be permitted based on the percentage of completion of the Project to be certified by an engineer, an architect and a chartered accountant in practice.
- (iii) All such withdrawals shall be shared and realized by the Owners and the Developer in their agreed ratio. The Owners' share will, however be subject to deductions on account of recovery of any Deposit by the Developer as agreed in clause 13.1 hereunder during Final Settlement .
- 7.14 Out of the total realizations, the balance thirty per cent (30%) can be withdrawn by the Parties in the ordinary course in their agreed ratio. The Owner's share in the said thirty percent (30%).
- 7.15 Final settlement of account between the Owners and the Developer will take place at the end of the Project/ Complex that is to say upon obtaining the Completion Certificate from the concerned Authority for whole of the Project/ Complex.

8. **EXCLUSIVE ENTRY FOR DEVELOPMENT:**

Simultaneously with the execution of this agreement, the Owner have in part performance hereof allowed the Developer exclusive and right to enter the said entire project land directly or through its affiliates, associates, nominees, agents, architects, consultants, representatives, contractors, to develop the same by constructing or causing to be



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

22 MAY 2024

constructed new buildings and to take all steps in terms of this agreement. This exclusive entry will not debar the right of the owner in any manner to enter into the said land and it shall always be deemed to be in joint possession for the sole purpose of development of the land.

9. **STEPS FOR DEVELOPMENT OF THE SAID LAND:**

- 9.1 The Parties have mutually decided the scope of the Project, that is, the development of the said entire project land by construction of the New Buildings thereon, and commercial exploitation of the New Buildings and/or the complex. The Developer has conceptualized the project to be residential cum commercial and the Owners have approved the said concept.
- 9.2 The Developer shall undertake development either by itself, associate or by any other Contractor appointed by it and/or in any other manner it deems fit and proper and/or to enter into partnership with others or to assign the benefits and burden of this agreement in favor of any firm or LLP in which the Developer may be a partner or otherwise in order to effectively perform or discharge its obligation hereunder.
- 9.3 In consideration of the land being provided by the Owners, the Developer has agreed to construct the Housing Complex comprising several blocks of buildings as per the maximum permissible FAR and share the realizations from the sale thereof in their agreed ratio.
- 9.4 By virtue of the rights hereby granted the Developer is authorised to build upon and exploit commercially the said land by: (1) constructing the New Buildings, (2) dealing with the spaces in the New Buildings with corresponding undivided proportionate share in the said entire project land to the extent and on the terms and conditions herein contained.
- 9.5 At the time of the execution of this agreement the Owners shall make over all the documents of title in respect of the Said entire project land



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
22 MAY 2024

with the Escrow Agent who will keep them under 'Escrow'. Inspections and productions shall be made available as per requirement of the Developer. Upon formation of Association/Society/Company of transferees and sale of all areas in the Building Complex, the title deeds shall be handed over to the Association/Society/ Company.

- 9.6 The Developer shall at its own costs and expenses prepare the plans for the new buildings in the said project and shall assist the Owners in getting the same sanctioned from the sanctioning authority.
- 9.7 All other permissions, approvals, sanctions, no-objections and other statutory formalities for sanction of plan would be obtained by the Developer with the aid and assistance of the Owners at the Developer's cost fees, charges and expenses.
- 9.8 The Owners shall, however, sign and execute all the requisite applications, forms, letters, papers, documents, plans, declarations, affidavits undertakings, bonds and other documentations required for such sanction and construction as and when required by the Developer without any objection of whatsoever nature and within 7 (Seven) days of the request being made and the documents being made available to the Owners. In addition to the aforesaid, the Owners shall sign, execute and register a Power of Attorney authorising the Developer, its affiliates or its officers to act, do and perform all or any of the obligations of the Developer mentioned herein. The Owners shall ensure that the Power of Attorney remains in full force and effect throughout the implementation of the Project. In the event any subsequent steps are required for the reasons of change in law or otherwise to sustain the Developer, Power of Attorney and all powers granted therein, the Owners shall take all such steps and do all such acts including execution and registration of a fresh power of attorney as may be required to provide the authorizations to the Developer throughout the implementation of the Project/ Complex.



10. **CONSTRUCTION AND COMMERCIAL EXPLOITATION OF NEW BUILDINGS:**

- 10.1 The Owners hereby authorize the Developer to appoint the Architect in consultation with the owners to complete the Project. All costs charges and expenses in this regard including professional fees and supervision charges etc shall be exclusively borne, discharged and paid by the Developer.
- 10.2 The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owners shall construct, erect and complete the New Buildings in pursuant to and in accordance with the final plans to be sanctioned by sanctioning authorities and as per the specifications mentioned in the **Sixth Schedule** hereunder. The decision of the Architects regarding measurement of area constructed and all aspects of construction including the quality of materials shall be final and binding on the Parties.
- 10.3 The Developer shall at its own costs, charges and expenses install and erect in the New Buildings, the Common Areas, Installations and Facilities including pump, water storage tanks, overhead reservoirs, water and sewage connections and all other necessary amenities.
- 10.4 (i) The Developer has agreed to commence construction of the Project within a period of 2(two) months from the day of obtaining re-sanctioned plan and the last of the Approvals including the certificate of Registration from the Regulatory Authority under RERA, 2016 required for commencement of construction of the Project subject to their being: (a) no Force Majeure events; and (b) no defaults of the Owners or any acts, omissions or conduct of the Owners or any persons acting on behalf of the Owners, which may cause or result in delays in commencement of construction (such date shall be calculated after taking into consideration delays/ time taken owing to the Force Majeure



(ii) The entire Project on the Said Land may be constructed /developed / completed by the Developer in phases on the sole discretion and option of the Developer considering the then marketing strategy and economy of the locale in the mutual and common interest of the Parties.

(iii) The Developer shall at its own cost and expenses and without creating any financial or other liability on the Owners, develop the Said Land and construct the Building(s) in accordance with the Building Plans, specifications and elevations sanctioned by the local, Municipal and Development authority subject to any amendment, modification, revision or variation to the said Building Plans and specifications which may be made by the Developer subject to the approval of the appropriate authorities, if required. The Project/ Complex as a whole and the Building(s) shall be constructed under the supervision and guidance of the Architect and the decision of the Architect as to the cost, quality of the materials and specifications to be used for construction of the Building(s) shall be final, binding and conclusive on the Parties.

(iv) The Owners shall have the full liberty to enter into the Said Land at any time during working hours and inspect and/or cause to be inspected the material and/or the construction at the Land but only upon serving a notice of minimum 24 (Twenty Four) hours in writing to the Developer. However, Owners' shall share their views only with the officers designated by the Developer for the purpose.

(v) The Developer shall cause construction by use of standard quality building materials and specifications as may be recommended by the Architects of the Project keeping in mind the conditions that may be imposed by various sanctioning and approving authorities and agencies. The Developer shall furnish the certificate of the Architects as to the quality of materials and workmanship of construction being carried out in terms of this Agreement to the Owners on a yearly basis only for the specific issues raised by the Owners.



22 MAY 2022

(vi) The Developer would cause erection of pathways, driveways and lanes as may be required for free ingress and egress to and from the Land and Building(s) to be constructed at the Said Land. The Developer shall construct the required common parts and essential services including water, drainage/sewerage, electricity and telephone connections, landscaping and electrification of roads, pathways, driveways and lanes.

11. POWERS AND AUTHORITIES:

11.1 To enable the Developer to specifically perform its obligations arising out of this Agreement and subject to the other terms, conditions, covenants and stipulations of this agreement, the Owners do hereby agree and undertake to jointly and/or severally execute, maintain and cause to be registered simultaneously herewith or any time hereinafter an, exclusive special power of attorney ("POA") in favour of the Developer. The POA executed by the Owners in favour of the Developer shall remain effective and registered for the entire term of this Agreement so as to enable the Developer to perform all its obligations as stated under this Agreement. The Developer shall be entitled to appoint one or more substitutes under the said POA for the exercise of any or all of the powers and authorities thereunder in favour of any of its Affiliates. The Owners hereby nominate, constitute and irrevocably appoint the Developer and persons nominated by the Developer to be the true and lawful attorneys of the Owners, to do, execute and perform all or any of the following acts, deeds, matters and things jointly or severally with respect to the said project land.

- a) To obtain permission or approval from the Planning Authorities and other authorities as may be required for the development and construction of the New Buildings in accordance with this Agreement and for that purpose to sign such applications, papers, writings, undertakings, appeals, etc., as may be required.



✓

22 MAY 2021

- b) To enter upon the said project land with men and material as may be required for the purpose of development work and erect the New Buildings as per the Building Plan and/or revision/ modification therein.
- c) To appoint the named architect, contractors, sub-contractors consultants, surveyors etc. as may be required and to supervise the development and construction works of the New Buildings on the said entire project land.
- d) To apply for modifications/ revisions/ revalidation of the Building Plans from time to time as may be required.
- e) To apply for obtaining quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Buildings.
- f) To approach the concerned authorities for the purpose of obtaining permissions and service connections including water, sewerage and electricity for carrying out and completing the development of the said entire project land.
- g) To make deposits with the Planning Authorities and other authorities for the purpose of carrying out the development work and construction of the New Buildings on the said land and to claim refunds of such deposits and to give valid and effectual receipt and discharge on behalf of the Owners in connection therewith.
- h) After completion of the construction of the New Buildings or any Phase of the Building Complex, to apply for and obtain occupation and completion certificate in respect thereof or parts thereof from the Planning Authorities or other concerned authorities.



22 MAY 2022

- i) To enter into agreements for sale for Apartments Flats/ Units/ Constructed spaces with the intending purchasers along with or without the corresponding undivided share in the said entire project land, on such terms and conditions as the Developer may think fit and proper.
- j) To receive consideration, rents, and deposits there for and present the deeds and documents for registration and admit the execution of such documents before the appropriate Registering authorities.
- k) To appear and represent us before the Additional Registrar, Sub-Registrar, District Registrar, Additional District Sub-Registrar, Registrar of Assurances, Kolkata in connection with the sale and transfer of Flats/Units/Constructed spaces along with or without the corresponding undivided share in the said land in the Buildings constructed on the said premises.
- l) To accept any service of writ of summons or other legal process on behalf of and in the name of the Owners and to appear in any court or authority as the Developer deem appropriate and to commence, prosecute and/or defend any action or legal proceedings relating to the development of the said land in any court or before any authority as the Developer may think fit and proper and for such purpose to appoint any Solicitor, Advocate, Lawyer in the name and on behalf of the Owners or in the name of the Developer and pay the costs, expenses, fee and other outgoings. Further to depose in the court of law or authority, sign vakalatnama, sign and verify the plaint, written statement, affidavits, petitions, applications, appeals, tabular statements, cross appeals, claims, counter claims etc., and any other document or documents in furtherance of the said objective. Provided always that this authority shall be available to and exercised by the Developer strictly only in cases where such litigation would touch or concern the development of the project on the said land without in anyway relating to or affecting the title of



✓

22 MAY 2022

the said land or the Owners' Allocation or Owner's interest on the said land.

m/ To arrange for financing of the project (project finance) from any Banks and/or Financial Institutions for construction and completion of the project upon such terms and conditions as may be applicable. Such finance may be secured by mortgaging the said project land belonging to the Owners in favour of any bank / financial institution by deposit of original title deeds of the said project land by way of Equitable Mortgage and/or by executing Simple/Registered Mortgage and/or by creating English mortgage. Further, the Developer may execute any document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of deposit title deeds, deliver the title deeds and to receive back the title deeds, etc.,. Notwithstanding the same, the Developer shall take the project finance without creating any charge / liability in respect of owner's share of revenue or owner's allocation in the project.

n/ Without affecting the rights, interests and title of the Owners to do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained, as fully and effectually as the Owners could do in person.

11.2 The Owner hereby ratifies and confirms, and agrees to ratify and confirm all acts, deeds and things lawfully done in the interest of the project and in accordance with the terms conditions, covenants and stipulations of this agreement by the Developer and persons nominated by the Developer in pursuance of the powers and authorities granted as aforesaid.

11.3 While exercising the powers and authorities under the Power or Powers of Attorney to be granted by the Owner in terms hereof, the Developer



~

22 MAY 2021

shall not do any such act, deed, matter or thing which would in any way infringe the rights interests and title of the Owners in any manner or put any financial liability or other obligations claim or liability upon the Owners.

12 DEPOSITS, FINANCIALS AND EXTRA CHARGES :

The Developer shall pay a Interest-free refundable security deposit of Rs. **42,00,000/-** (Rupees Forty Two Lacs) only, to the owner no. 1 payable in the following manner:

To Owner 1

Paid On the execution of Term Sheet	Rs. 5,00,000/-
On the registration of JDA	Rs. 17,00,000/-
On the Plan Sanction -----	Rs 20,00,000/-

To Owner Nos 2 & 3

The Developer shall pay a Interest-free refundable security deposit of Rs. **39,00,000/-** (Rupees Thirty Nine Lacs) only, to the owners no. 2 & 3 payable in the following manner:

Paid On the execution of Term Sheet-.....	Rs. 5,00,000/-
On the registration of JDA	Rs. 15,00,000/-
On the Plan Sanction -----	Rs 19,00,000/-

13. REFUND OF SECURITY DEPOSIT AND ADVANCE

The mode of refunding the interest free refundable/adjustable security deposit shall be decided by and between the parties with the progression of development.

- 13.1 All benefits under the Income Tax Act for development would be available to the Developer and it would be entitled to claim all such benefits.

Notwithstanding anything contained herein, in case this agreement gets terminated for any reason whatsoever, then at that event the owners shall forthwith refund the security deposit to the Developer. Any claim



22 MAY 2024

inter-parties or intra-parties shall be amicably settled thereafter and so long such is not settled the Developer shall continue to remain in joint possession of the land along with owners without incurring any further costs and expenses in this regard.

13.2 After sale of the constructed areas the Developer alone shall be entitled to receive the Extras and Deposits (EDC) from the Flat Owners. In case the parties decide to follow the Space sharing model in that event all the transferees including those under the Owner's Allocation shall pay to or deposit with the Developer the Extras and Deposits (EDC) mentioned in the **Fourth Schedule** hereunder written for the Units to be acquired. If certain parts of Owner's allocation remain unsold on completion of a phase or construction and/or finishing of the entire Complex and/or phases thereof, such extras and deposits shall be payable by the Owners.

13.3 The cost of marketing of the project/Complex would be shared by and between the Owners and the Developer in the ratio of their respective allocation (hereinafter referred to as "the said ratio"). The marketing costs which includes all the marketing related costs such as advertisement and promotional expenses of the project shall be shared by the Owners and the Developers as agreed which the Owners shall pay to the Developer as a marketing cost (inclusive of advertisement and promotional expenses of the project, brokerage, commission and all other costs and expenses on any account whatsoever relating to marketing or sale). It is also agreed that the Developer shall make all payments to Owners (Land Owners Share) after deduction & recovery of actual marketing expenses subject to a maximum amount equivalent to 5% of the Owner's revenues plus GST @ 18% or as may be applicable relevant time only towards Advertisement, Brokerage, commission & marketing cost incurred by developer. In connection with the sharing of realisation the following have been agreed upon by and between the parties:-



22 MAY 2024

- (a) Except Extra Charges and Deposits (EDC) as mentioned in Fourth Schedule, Cancellation Charges and Nomination Charges all proceeds and receivables in gross on any account whatsoever arising from the sale or transfer or otherwise of any Transferable Areas (in short Realisation) by the parties jointly as above shall belong to the Owners in the said ratio i.e 30% and to the Developer in the said ratio of 70% as the case may be..
- (b) Extras and Deposits (EDC) shall be realized solely by the Developer from the proposed buyers/ allottees of the transferable areas both under the Owner's as well as Developer's Allocation.
- (c) In terms of RERA 2016, (i) Under the scheme of Development, three separate accounts will be opened with any Scheduled Bank i.e One 'Project Sale Proceeds Bank Account', one Special Bank Account (Escrow Account); a third Account termed as the 'Owners Sale Proceeds Bank Account'. Each installment Cheque received from the Buyer/ Allottee will be first deposited into the 'Project Sale Proceeds Bank Account'. On standing instruction of the Developer, the Bank will transfer 70% out of the amounts credited in the Project Sale Proceeds Bank Account to the Credit of the Escrow Account for the purpose of covering cost of construction and Owners' land cost and out of the balance 30% of the installment amounts proportionate share of the Owner will be transferred to the Credit of the Owner's Sale Proceeds Bank Account. All customers will be required to be notified about mentioning of the 'Project Sale Proceeds Bank Account' to be written on the cheques and other instruments for making payments. There shall be standing instructions to the bank about transfer of the funds therein to the Escrow account and the Owner's Sale Proceeds Bank Account. There shall be standing instructions



to the bank about transfer of the funds therein to the bank accounts of the Owners subject to the restrictions under the RERA 2016.

- (d) The Developer shall provide a Quarterly statement of account to the Owners giving details of the total Sales Proceeds received by the Developer during the Quarter and calculation of the Owners Share..

14. MORTGAGE OF THE LAND

The Developer shall have the right and authorities to arrange for financing of the project (project finance) from any Banks and/or Financial Institutions for construction and completion of the project upon such terms and conditions as may be applicable. Such finance may be secured by mortgaging the said project land in favour of any bank / financial institution by deposit of original title deeds of the said project land by way of Equitable Mortgage and/or by executing Simple/Registered Mortgage and/or by creating English mortgage. Further, the Developer may execute any document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of deposit title deeds, deliver the title deeds and to receive back the title deeds, etc. Notwithstanding the same, the Developer shall take the project finance without creating any charge / liability in respect of owner's share of revenue or owner's allocation in the project. In case owing to any loans or finances obtained by the Developer, the Owners suffer any losses or damages due to any non repayment, delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of its obligations in respect of any such loan or liability whatsoever, the Developer shall indemnify and keep the Owner saved harmless and indemnified in respect thereof. In case of delays in payments to the owners resulting from or due to any non compliance of obligations by Developers , the Developers would be charged an interest rate of @12% (Twelve Percent) per annum on the delays.



22 MAY 2024

15. DEALING WITH SPACES IN THE NEW BUILDINGS:

- 15.1 The Owners agree and undertake that (i) the Developer shall have the exclusive right to launch the Project, name the Project, display, signage/ display rights (whether on hoardings or on terraces or otherwise) and sell/ license/transfer the Developer's Share, in such manner and on such terms, as may be deemed appropriate by the Developer, in its sole and absolute discretion; However, the name of the project shall be with the prefix A "Srijan Solus II" Project.(ii) the name and/or identification numbers given to the buildings or portions thereof of the Project shall be displayed in a manner as may be decided by the Developer in its sole discretion; (iii) no signboard, hoarding or any other logo or sign shall be put up by the Owners on the Buildings on the exterior of the Buildings or on the outer walls of the Buildings of the Project; and (iv) the Owners shall not do any act or thing that may adversely affect the aesthetic appearance/beauty of the Buildings of the Project nor do anything which may cause nuisance or obstruction or hindrance to the Intending Purchasers/ allottees.
- 15.2 All the spaces in the new buildings will be marketed by the Developer through a common marketing agency to be appointed by the Developer (collectively Marketing Format) and the marketing agents shall act on behalf of the owners and the Developer. It is agreed and recorded that both the Developer and the Owners shall bear and pay all cost charges and expenses of whatsoever nature in respect of marketing and advertising of the constructed areas of the said project to the extent of 5% of the revenue plus GST only.
- 15.3 The Developer shall arrange brokers for the Project and all brokerage charges etc for the same shall be shared by all the Parties in proportion of their respective allocations. Any GST (or any other indirect tax) charged by broker shall also be shared proportionately as per the revenue share.



✓

22 MAY 2024

- 15.4 In marketing the said project, name and logo of Developer would be boldly displayed in all marketing materials with a prefix "A Srijan Solus II Project".
- 15.5 The Developer shall ensure that the advertising and marketing is carried out in a manner that is consistent with and not in derogation of or conflict with any of the terms or provisions of this Agreement and the Applicable Laws.
- 15.6 Subject to other terms and conditions mentioned herein the Developer shall be exclusively entitled to and shall have exclusive right to transfer or otherwise deal with or dispose of the Apartments/ Unit(s) in the Project in such manner and on such terms and conditions as Developer in consultation with the owner may deem fit and proper. The Parties hereby agree that the price and payment schedule for transfer of the each Apartments/ Units shall always be decided by the Developer.
- 15.7 The Developer shall determine the price for sale or disposal of the spaces in the new building/s in consultation with the owners to be constructed by the Developer on the said land keeping in view the economics and market response of the project. Both the parties shall not sell or market any Transferable Areas below such basic price, as finalized by the Developer and informed to the Owners in writing.
- 15.8 The Developer shall periodically revise the rates for sale of various types of transferable areas and the same shall be adhered to. In case the owners are not willing to sell at the price as decided by the Developer then and in that event, the parties may decide to mutually allocate those unsold areas which are the subject matter of disagreement, and in that event the parties shall immediately mutually allocate the concerned unsold areas separately amongst themselves on equitable basis block wise, in accordance with the aforesaid ratio and thereafter the sharing of the proceeds of the aforesaid allocated areas will stop and each party will sell their respective allocated space independently and in that case the Owner's marketing expense shall only be applied to such



22 MAY 2023

allocated area and Brokerage will not be applicable and will be paid directly by Owner and Developer to the Agent. In such event, if Project finance is availed, by the Developer, then the Funding Banker/Financial Institute shall be entitled to carry out re-appraisal of the funding status on that date and make necessary amendment to the existing funding scheme so as to release the Owners allocation.

Further, if certain parts of the Owner's allocation remains unsold on completion of a phase or completion of entire complex, all such sums of EDC payable by the Allottee buyers other than consideration shall be payable by the Owners.

- 15.9 The Parties hereby agree, undertake and acknowledge that, (i) all agreements for sale/ lease/ license/ allotment whether Apartments/ Unit/ flat, shall be prepared by the Developer and further the Developer shall have all right, power and authority to execute and register the Deed of Conveyance for the Apartments/ Unit(s) and the proportionate undivided interests in the said Land in favour of the Intending Purchasers/ allottees of such Unit(s). The Owners, as and when called upon by the Developer, shall join and execute all such Deeds of Conveyance as the Vendor or in such capacity as may be appropriate in the context. The Owners agree and undertake to execute simultaneously herewith or any time hereinafter a power of attorney in favour of the Developer authorizing the Developer, inter alia, to enter into agreements, arrangements with Intending Purchasers and execute and present for registration deeds of conveyances for undertaking to transfer and/or transfer of the Apartments/Units along with the undivided proportionate share in the Said Land comprised in such Units to the Intending Purchasers. The stamp duty and registration fees on any such Power of Attorney shall be paid by the Developer.

- 15.10 The Developer and Owners shall execute and register with the appropriate registering authorities Deeds of Conveyance or other document for transferring and/or demising of any saleable space in the



New Buildings as aforesaid unto and in favour of the intending purchasers / transferees and the cost for stamp duty and registration charges in respect thereof shall be borne by the intending purchasers / transferees as the case may be. For separate developer's allocations, the Owners shall execute the deeds of conveyance in respect of the land share attributable to any completed unit forming part of the developer's allocation in any phase only upon delivery of the completed separate owner's allocation in such phase/Block by the Developer to the Owner. For separate owner's allocation, the Developer shall if so required by the Owner join in as party to any agreement or deed in favour of the Transferees.

15.12 The Developer and Owners or their associates shall be entitled to transfer their respective allocations or any portion thereof and other remaining area of whatsoever nature of the New Buildings separately and if for any reason whatsoever the same or any part thereof is agreed to be transferred jointly then the parties hereto shall join in such deed accordingly.

15.13 The Owners shall also be liable for the actual proportionate basic maintenance cost of the building in respect of unsold Units delivered to the Owners.

15.14 It is agreed and recorded that all Agreements, Deeds of Conveyance or any other papers and documents in respect of the transfer of any areas in the New Buildings shall maintain uniformity in respect of the restrictions, stipulations, covenants, terms and condition for the use and occupation thereof applicable to transferees together with amenities and facilities therein as are stipulated in this agreement.

16. MUNICIPAL TAXES, OTHER TAXES AND OUTGOINGS:

16.1 All taxes, duties, cess, levies etc. levied by or payable to any Government Authority or any municipal or other authority upto the



22 MAY 2024

date of handing over possession of the said land to the Developer for development, shall be the liability of the Owners.

- 16.2 Since the parties are following the Revenue Sharing model, each of the Land Owners will be required to register for GST as the owners will become liable to pay GST on the share of the Revenue received by them. Each time a tranche of 'Revenue' out of the sale proceeds is received by the Owners, the Owners shall pay GST directly to the Authorities within the due date as per provisions of the GST Act.

PROVIDED that in case of non-payment of GST by the Owners as aforesaid, the Developer will acquire the right to hold back disbursement of subsequent tranches of Revenue share of the owners.

17. **POST COMPLETION MAINTENANCE:**

- 17.1 On completion of each phase/project/block the Developer shall give a notice to the Owners informing thereabout. Before giving notice as aforesaid, the Developer shall obtain the statutory Partial/Completion Certificate from the concerned municipal authorities in respect of the area forming part of such notice.
- 17.2 In case of separate allocation of any part of the Owners' Allocation in terms hereof and the same remaining unsold, on and from the date of expiry of the notice of Completion given in respect of the phase containing the same in terms of clause 16.1 above and subject to the Developer having complied with its obligations regarding the construction and completion thereof in terms hereof, the Owners shall be deemed to have taken over possession for the purpose of determination of liability and shall become liable and responsible for the payments of maintenance charges (at the same rate as the Developer would pay the same for the separately allocated and unsold areas forming part of the Developer's Allocation) and Rates in respect thereof irrespective of the fact whether actual physical possession was taken or not.



- 17.3 The Parties and/or their respective nominees/transferees shall punctually and regularly pay the maintenance charges, Rates for their respective allocations to the concerned authorities/Maintenance in charge in accordance with the terms and conditions hereof.
- 17.4 The Owners of Completed phases may decide to form their own Association of Unit Owners and accordingly with or without the assistance of the Developer, take steps to form their own Association. However till Association is formed by them the Developer will maintain the Buildings and the common areas and be entitled to be reimbursed by the Owners the actual cost plus 20% thereon as Management fees.
- 17.5 Till handing over of the project to the Association the Developer shall be responsible for the management, maintenance and administration of the New Buildings or at its discretion appoint an agency to do the same. The Owners hereby agree to abide by all the common rules and regulations to be framed for the management of the affairs of the New Buildings.
- 17.6 The Developer or the Agency to be appointed shall manage and maintain the Common Portions and services of the New Buildings and shall collect the costs and service charge therefor (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Buildings, land tax, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments and all other expenses incurred for common purpose (Only basic maintenance charges will be borne by the owners rest all are part of the five year warranty that the Developer has to comply with).



22 MAY 2024

18. **COMMON RESTRICTIONS:**

- 18.1 The Complex shall be subject to the restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the New Buildings.
- 18.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the New Buildings shall permit the agency to be appointed, with or without workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof with prior notice.
- 18.3 It is agreed between the parties that the Developer shall frame a scheme for the management and administration of the New Buildings and all the occupiers of the building shall perpetually in succession abide by all the bye-laws, rules and regulations to be framed from time to time in connection with the management of the affairs of the New Buildings.

19. **OBLIGATIONS OF THE DEVELOPER:**

- 19.1 Execution of the Project shall be in conformity with the sanction plans and prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies.
- 19.2 The Developer shall be responsible for planning, designing development and construction of the New Buildings with the help of professional bodies, contractors, etc.
- 19.3 The Developer has assured the Owners that they shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default.
- 19.4 The Developer shall construct the New Buildings at its own cost and responsibility. The Developer shall alone be responsible and liable to



Government, Municipality and other authorities concerned as also to all the labourers, staff and employees engaged by it and all Transferees and shall alone be liable for any loss or for any claim arising from such construction or otherwise relating thereto and shall indemnify the Owners against any claims, loss or damages for any default or failure or breach on the part of the Developer.

- 19.5 All tax liabilities in relation to the construction including sales tax, works contract tax and other dues shall be paid by the Developer subject to the condition that all statutory levies and taxes applicable for sale of the Owners' Allocation to the transferees thereof shall be entirely on account of the Owners.
- 19.6 The costs of marketing and publicity/advertisement campaigns shall be shared and borne by the parties in as agreed herein but the marketing strategy, budget, selection of publicity material, media etc. shall be decided by the Developer. Further, the Developer shall ensure that the advertising and marketing is carried out in a manner that is consistent with and not in derogation of or in conflict with any of the terms or provisions of this Agreement and applicable laws.
- 19.7 The Developer hereby agrees and covenants with Owners not to transfer and/or assign the benefits of this agreement or any portion thereof without the consent in writing of the Owners first obtained. It is clarified that the Developer shall until completion of the Complex be under the control and management of its present constituents and of no one else.
- 19.8 The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the laws and rules applicable to construction of the New Buildings.



22 MAY 2024

20. **OBLIGATIONS OF OWNERS:** During the subsistence of this Agreement:
- 20.1 The Owners undertake to fully co-operate wherever necessary with the Developer for any requirement of the Developer for obtaining all permissions required for development of the said Land.
- 20.2 The Owners undertake to act in good faith towards the Developer so that the Project can be successfully completed.
- 20.3 During the subsistence of this agreement the Owners shall not sell, convey, sub-let, transfer, assign or charge, or give any authority in relation to, the said Land or any part thereof, or grant any rights or easements over the said Land or any part thereof, to any other person or enter into any covenants affecting the said Land or part thereof, with any other person without the prior written consent of the Developer. The restriction in this clause shall not affect the transfer of the Owners' Allocation or any part thereof in any manner.
- 20.4 The Owners shall provide the Developer with all available documentation and information relating to the said Land as may be required by the Developer from time to time.
- 20.5 The Owners shall not do any act, deed or thing whereby the Developer may be prevented from discharging their functions under this Agreement.
- 20.6 The Owners hereby covenant not to cause any interference or hindrance in the construction of the New Buildings.
- 20.7 The Owners hereby agree and covenant with the Developer not to do any act deed or thing whereby the Developer is prevented from developing, constructing, completing, selling, assigning and/or disposing of any part or portion of the constructed area or saleable area in the manner and to the extent mentioned in this Agreement.



~

- 20.8 The Owners hereby agree to modify this Joint Development Agreement as and when required by the Developer to ensure a smooth development of the said Land, and to allow the Developer to carry out its obligations in terms of this Joint Development Agreement without any objection.
- 20.9 In case at any time in future during subsistence of development, the parties decide to change over to a area sharing paradigm with each owner having separate Owner's allocation and part of it remains unsold on and from completion and subject to the Developer having complied with its obligations regarding construction and completion thereof, the Owners shall be deemed to have taken over possession for the purpose of determination of liability and shall become liable and responsible for the payment of maintenance charges irrespective of the fact whether actual physical possession was taken or not.
- 20.10 It is agreed by and between the parties that the developer has invested huge time and cost since the preliminary stages of negotiations of the project and after the execution and registration of this agreement the owner shall not part with their right title and interest in the subject land and shall not do anything which jeopardizes the development of the project. The owner also undertakes that after the commencement of the development of the project the owner shall not terminate and / or cancel this agreement under any circumstances.

It is strictly agreed by and between the parties that the developer will have the sole prerogative to decide any matter relating to and concerning the mode style scheme and the manner in which development will take place and the owners will have no right to interfere with the above.

21. INDEMNITY:

- 21.1 The Developer shall indemnify and keep the Owner saved, harmless and indemnified of from and against any and all losses, damage or liability (whether criminal or civil) suffered by the Owner in relation to the



✓

22 MAY 2024

construction of the New Buildings including any act of neglect or default of the Developer's contractors, employees or violation of any permission, rules regulations laws or bye-laws or guidelines or arising out of any accident or otherwise or violation or breach of its obligations hereunder by the Developer or any attorney appointed under the powers of attorney to be granted by the Owner in pursuance hereof. Further to the aforesaid, the Developer will separately execute and register an Indemnity in favor of the Owners, if required by the Owners.

- 21.2 The Owners shall indemnify and keep the Developers saved, harmless and indemnified of from and against any and all losses, damage or liability (whether criminal or civil) suffered by the Developers in the course of implementing the Project including marketing thereof for any successful claim by any third party for any defect in title of the said land or any of their representations being incorrect. In particular the Owners are aware that with regard to their land in R.S/L.R Dag No. 554/652 the Government Portal shows 'RECORD NOT FOUND'. The Owners undertake to indemnify the Developer to cover all costs, losses and damages which the Developer may suffer while implementing the Project. Further to the aforesaid, the Owners will separately execute and register an Indemnity in favor of the Developer, if required by the Developer.

22. **MISCELLANEOUS:**

- 22.1 The Owners and the Developer have entered into this Agreement purely on a principal to principal basis and nothing stated herein shall be deemed or construed as a partnership between the Owners and the Developer or as joint venture between the Developer and the Owners nor shall the Developer and the Owners in any manner constitute an association of persons.
- 22.2 The Developer shall always be entitled to nominate transfer or assign its rights and obligations under this Agreement to any third party with prior intimation to but without the requirement of consent of the



Owners. All rights and obligations of the Developer herein contained shall enure to and be available against such nominee transferee or assign.

- 22.3 To enable the expeditious construction of the proposed buildings in the complex by the Developer, various acts deeds matters and things not herein specifically referred to and as may be required to be done by the Developer, shall be ratified and confirmed by the Owners and in addition the Owners hereby undertakes, upon being required by the Developer, in this behalf to forthwith execute any such additional powers or authorities as may be required by the Developer for such purpose and the Owners also undertakes to sign and execute all such additional applications and other documents which may be reasonably required for such purposes and hereby authorizes the Developer to do all such acts deeds matters and things in connection therewith.
- 22.4 The Owners shall be liable for and shall indemnify the Developer in respect of all actions claims and demands arising out of and regarding their title to the said Land or which results in obstruction to the development of the said Land and shall indemnify and keep indemnified the Developer against all costs charges and expenses incurred or suffered by the Developer in this regard.
- 22.5 In the event, the Owners fails and/or neglects to perform any of the terms conditions and covenants to be paid observed and performed as contained herein, the Developer shall be entitled to terminate this Agreement and invoke security for the purpose of recovery of security deposit and interest and realization of all costs charges and expenses till then incurred by it for development together with interest on such costs and liquidated damages as assessed at the material point of time.
- 22.6 In the case of acquisition or requisition of the said Land after the commencement of construction of the New Buildings and prior to completion of construction of the New Buildings then, the Owners shall



be entitled to receive entire compensation awarded in respect of the entirety of the said Land PROVIDED THAT the Owners shall refund all amounts paid and/or spent by the Developer with interest @ 12 % per annum and the Developer shall be entitled to receive the compensation awarded in respect of the construction made till then.

- 22.7 In case of acquisition or requisition of the said Land after construction of the said New Building(s) then the Owner shall be entitled to the entire compensation in respect of the Owners' Allocation and the Developer shall be entitled to the entire compensation in respect of the Developer's Allocation after making adjustment in terms of this Agreement.
- 22.8 Upon construction and offering by the Developer to the Owners to take possession of the Owners' Allocation, (in the event of sharing of constructed spaces) the Owners shall hold the units and parking spaces constituting the Owners' Allocation on the same terms and conditions as regards the user and maintenance of the New Buildings and restrictions imposed with regard thereto as the transferees of the other units and parking spaces constituting the Developer's Allocation would hold. Further, the Owners with effect from the Developer offering the Owners to take possession of the Owners' Allocation shall pay and bear all maintenance charges, municipal rates and taxes, electricity, charges and other outgoings in respect of the Owners' Allocation at the same rate and in the same manner as the purchasers/ other buyers of the Developer's Allocation would pay or be liable to pay although physical possession has not been assumed or on behalf of the Owners and or Developer.
- 22.9 The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.



✓

22 MAY 2023

- 22.10 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.
- 22.11 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 22.12 If the Developer desires to register this Agreement they shall make payment of appropriate stamp duty and registration charges. The Owners shall however provide all co-operation to the Developer to do that including being present before the registering authorities as and when required by the Developer.
- 22.13 It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of Owners. Further, various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developers for the purpose and the Owners also undertake to sign and execute all additional applications and other documents, provided that all such acts, deeds matters and things do not in any way infringe on the rights of the Owners and/or go against the spirit of this Agreement.
- 22.14 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 22.15 The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners



ADDITIONAL REGISTRAR
OF ASSOCIATIONS & SOCIETIES
22 MAY 2024

indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Developer's Allocation. Similarly the Developer shall not be liable for any Income Tax or Wealth Tax in respect of transfer of the Owners' Allocation and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Owners' Allocation.

22.16 The name of the project shall be decided by the Developer.

23. DEFAULTS:

23.1 The following shall be the events of default:-

- a) If the Developer complies with its obligations hereunder and the Owners fail to comply with any other obligation contained herein.
- b) If the Developer fails to apply for and obtain the sanctioned plans or to construct, erect and complete the complex or deliver the Owners' Allocation within the time and in the manner contained herein.
- c) If the Developer fails to perform its other obligations in the manner or within the time stipulated herein.

23.2 In case of any event of default, the other party (the aggrieved party) shall serve a notice in writing to the defaulting party, calling upon the defaulting party to comply with their obligation in default within the time and in the manner to be mentioned in the said notice. Provided that, in the event the defaulting party or the aggrieved party are the Owners, then such notice shall be sent from or addressed to, as the case may be, to the Owner's Representative hereinbefore mentioned.



✓

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
22 MAY 2024

- 23.3 Upon receipt of such notice, the defaulting party shall remedy the said event of default and/or breach within the time and in the manner mentioned herein.
- 23.4 In case the default continues for a period of thirty (30) days thereafter, in such event, the aggrieved party shall be entitled to serve a final notice on the defaulting party.
- 23.5 On expiry of the said period of notice, if the defaulting party are the Owners, then the Developer shall be entitled to take over the responsibility of the defaulted item or items upon itself on behalf of the Owners and shall be entitled to complete the same at the costs and expenses of the Owners. In the event of dispute between the parties as to the quantum of the costs and expenses, the same shall be decided by arbitration. It is made clear that during the pendency of the arbitration, the parties shall continue to fulfill their obligation under this Agreement.
- 23.6 (i) In case the Developer fails to complete construction of the proposed buildings within 60(sixty) months from the date of sanction plan plus a grace period of 6 months, the said "Completion Date" as stated above, then and in that event in respect of so much of the construction still remaining incomplete the Developer herein shall be entitled to another grace period of 6 (six) months commencing from the expiry of the said "Completion Date" for completing the construction of the said buildings, subject to the Developer paying to the Owner towards pre-determined liquidated damages the monthly payment of the amount calculated @ Rs. 5/- (Rupees Five) only per Square Feet in respect of so much part of the total super built up area or the share of the revenue attributable to the Owner "Owner's Allocation";
- (ii) In the event the Developer fails to complete construction of the proposed buildings within the said "Completion Date" with grace period



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

22 MAY 2024

of 6 (six) months mentioned in sub-clause (i) above, then and in that event in respect of so much of the construction remaining incomplete the Developer herein shall be entitled to a further additional grace period of 6(six) months commencing from expiry of the said "Completion Date" with grace period of 6(six) months mentioned in sub-clause (i) above (the Extended Date), for completing the construction of the said buildings, subject to the Developer paying to the Owner towards pre-determined liquidated damages the monthly payment of the amount calculated @ Rs.8/- (Rupees eight) only per Square Feet in respect of so much part of the total super built up area or the share of the revenue attributable to the Owners "Owner's Allocation";

(iii) In case the Developer still fails to complete the construction even after 72 months from the date of sanction of plans (i.e. the "EXTENDED DATE"), then the Owner will automatically be deemed to have taken back the possession of the said property and the Owner shall be free to complete the leftover jobs /works through any third party. The cost and expense for getting the remaining leftover jobs /works shall be paid by the Developer to the Owner immediately on demand. After the construction is complete, and Developer making payment of leftover jobs, the Developer will be entitled to its allocation.

(iv) It is made clear that in case of the delay on the part of the Developer to complete the construction is due to Owner's fault, the period for completion of construction shall stand extended by such period of delay.

24. **FORCE MAJEURE:**

24.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of any act or omission



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
22 MAY 2024

of the Party so prevented or breach by such Party of any of its obligations under this Agreement or which could have been prevented by the party so prevented it by being diligent, vigilant or prudent, including, without limitation, flood, fire, explosion, earthquake, subsidence, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or any relevant Government or Court orders materially affecting the continuance of the obligation or any local issues beyond the control of the Developer which may hamper the implementation of the Project such as Strike, lockout, non-availability of materials or other labour difficulties or existence of any adverse condition which causes a material or adverse effect or impact on the Project and/or the said Land resulting in stoppage or suspension of work or sale of Units in the Project for a continuous period exceeding 30 (thirty) days

- 24.2 If either Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such further time after the cessation. Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
22 MAY 2024

24.3 In the eventuality of Force Majeure circumstances the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the completion thereof.

24.4 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.

25. **ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, oral or implied. This Agreement shall take effect on the Date of this Agreement and shall remain in force till Completion of the Complex/ Project. Neither Party shall, except as provided in clause 25, have the right to terminate the Agreement.

26. **AMENDMENT/MODIFICATION:**

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 all the Parties herein.

27. **NOTICE:**

27.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, or by facsimile transmission electronic mail [e-mail] or registered post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time). So far as the Owners and Developer are concerned the notice should only be given to:



✓

ADDITIONAL REGISTRAR
OF ASSURANCES - IV, KOLKATA
22 MAY 2024

a) **In case of the Owners:**

MR. ASHIT KUMAR GUHA

residing at 2 No. Debigarh,
P.O. & P.S.: Madhyamgram,
Kolkata: 700 129,
District: North 24 Parganas,

b) **In case of the Developer:**

MR. RAM NARESH AGARWAL

36/1A, ELGIN ROAD,
KOLKATA - 700 020.

27.2 Any such notice or other written communication shall be deemed to have been served:

27.2.1 If delivered personally, at the time of delivery and duly receipted.

27.2.2 If sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities.

27.2.3 If sent by facsimile transmission or e-mail, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile or e-mail was sent. All facsimile transmission shall without affecting the delivery, be followed by a delivery in terms of clause 36.2.1 or 36.2.2 above.

27.3 In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by courier, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

22 MAY 2024

28. SPECIFIC PERFORMANCE:

The Parties to this Agreement agree that ,to the extent permitted by the Applicable law , the rights and obligations of the Parties under this Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting party.

In the event of there being breach by either party the other party will have the right to seek specific performance of this Agreement and also claim any loss, damage costs and expenses caused due to such breach.

29. CONFLICT

To the extent that there is any conflict between any of the provisions of this Agreement and any other agreement by which the Owners or the Project Land or any part thereof is bound , the provisions of this Agreement shall prevail to the extent permitted by the Applicable Law.

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

30. ARBITRATION:

(1) The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties. If the Parties could not settle such Disputes mutually by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes, if could not be solved/settled, shall be referred to, and finally resolved by, arbitration by an Arbitration Tribunal formed in terms of the Arbitration and



✓

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
22 MAY 2024

Conciliation Act, 1996 and Rules and amendments made thereunder. The arbitration shall be conducted in English and venue shall be Kolkata only.

No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any one of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.

37. **JURISDICTION:**

Only Courts having territorial jurisdiction over the said Property shall have jurisdiction in all matters arising here from.

DEVELOPMENT POWER OF ATTORNEY

NOW KNOW YE ALL MEN BY THESE PRESENTS, the Principals by writing do hereby appoint nominate and authorise the Developer as its TRUE AND LAWFUL ATTORNEY for itself and to act on its behalf and in its name and do the following further acts, deeds and things through its said nominees either jointly or severally relating to the Said Property (more fully described in the **FIRST SCHEDULE** hereunder written.

1. To manage, maintain, look after, supervise and administer and defend possession of the said Property/Premises and every part thereof and installations lying in the said property and also to do any such act deed that may be required for ensuring the safety and security of the said Property/Premises.
2. To apply for mutation, and cause to be mutated the names of the Principals including updation, insertions, correction in the records of all concerned authorities, including the B.L. & L.R.O and the concerned



✓

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
22 MAY 2024

municipal authorities, as owner of the said Property/Premises, for such parts or portions which are pending,

3. To do all acts deeds and things if and as be required to be done for amalgamation of the said Property/Premises, and do all acts deeds and things incidental thereto.
4. To consolidate, separate, apportion, divide, partition and demarcate the said Property/Premises and/or any portion thereof;
5. To apply for conversion of the nature of use of the said Property/Premises or any part thereof with the concerned authorities under the provisions of the West Bengal Land Reforms Act, 1955 and all other relevant acts and rules, and to have the same converted in all relevant Government records.
6. To sign and apply for and obtain from the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 all permissions, clearances, NOCs etc., that may be required for sanctioning, modification and/or alteration of plan obtaining utilities and other purposes herein stated.
7. To accept or object to the assessments made from time to time of land revenue taxes or valuations or taxes in respect of the said Property or the building or buildings that may be constructed thereon or any part or share thereof by the land authorities, municipal authorities and other authorities and to attend all hearings and have the same finalized
8. To sign and apply for and obtain all necessary permissions and clearances from the authorities under the pollution and environment laws and all other related authorities.
9. To appoint and terminate the appointment of Architects, Engineers, Surveyors and others for survey and soil testing and also for



22 MAY 2024

preparation of plans in respect of construction of new buildings at the said Property/Premises or portion or portions thereof and also for addition and/or alteration and/or modifications thereto (including those on account of user or change of user thereof or any part thereof) and also for other purposes herein stated.

10. To deal negotiate and enter into contracts agreements and arrangements with the Purchasers and Unit Owners of various constructed spaces in the said Property/Premises.
11. To have the said Property/Premises surveyed and measured and to have the soil tested.
12. To prepare, sign and apply for and submit the building plans including modification, alteration, revision of the building plans from time to time in respect of buildings at the said Property/Premises or on portion or portions thereof with the concerned Municipal Authorities and/or concerned Panchayat and/or any other Statutory/ Planning/ Development Authority having jurisdiction to sanction the plans for construction of the new buildings and to issue the necessary Approvals and Completion Certificates in respect thereof, and all other concerned authorities for sanctioning and to have the same sanctioned and if required, to have the same modified, rectified and/or altered from time to time.
13. To give notice to the concerned Municipal Authorities and/or B.L. & L.R.O. and/or concerned Panchayat and all other concerned authorities regarding commencement of construction works and/or demolition of any structure(s) on the said Property/Premises.
14. To inform the concerned Municipal Authorities and/or B.L. & L.R.O. and/or concerned Panchayat and all other concerned authorities of all internal alterations within the sanctioned covered space and to



2

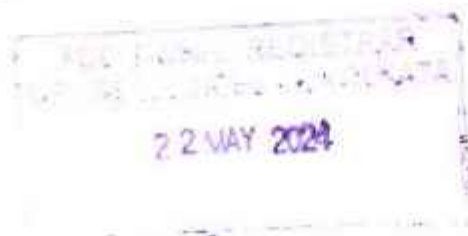


incorporate all such deviations in the Completion Plan in terms of the then prevailing rules, regulations, bye-laws of the concerned Municipal Authorities and/or B.L. & L.R.O. and/or concerned Panchayat and all other concerned authorities and to get the same regularized.

15. To pay all fees and expenses and obtain sanction revalidation renewal and such other order or orders or permissions from the necessary authorities and do all other necessary acts deeds and things as be expedient for sanctioning revalidation renewal modification and/or alteration of plans.
16. To pay all rates taxes charges expenses and other outgoings whatsoever (including municipal rates and taxes, land revenue and other charges whatsoever) payable for and on account of the said Property/Premises or any part thereof or any undivided share or shares therein or the buildings that may be constructed thereon and receive refund of the excess amounts paid from the concerned authorities and to grant receipts and discharges in respect thereof.
17. To accept or object to the assessments made from time to time of Annual Valuations in respect of the said Property/Premises or the buildings that may be constructed thereon or any part or share thereof by the concerned Municipal Authorities have the same finalised.
18. To construct new buildings and/or structures at the said Property/Premises and for such purpose take all necessary and reasonable steps by following due process of law and adhering to all applicable laws for the time being in force.
19. To sign, apply for and obtain electricity, gas, water, sewerage, drainage, tube-well, bore-well, lift, and/or other connections of any other utility or facility in the said Property/Premises from the WBS&EDCL, concerned Municipal Authorities and/or concerned Panchayat and other appropriate authorities and/or to make alterations therein and to close



✓



down and/or have disconnected the same and for that to sign execute and submit all papers applications documents and plans and to do all other acts, deeds and things as be deemed fit and proper by the said Attorney at the cost of the Developer.

20. To sign and apply for and obtain such permissions as be necessary for obtaining steel, cement, bricks and other building materials and construction equipment for the purpose of construction of the new buildings at the said Property/ Premises.
21. To sign and apply for and obtain permissions and licenses from the appropriate authorities to erect and run/operate one or more lifts and/or elevators, generator, Dish Antenna and other utilities at the said Property/Premises and to place orders for supply and erection of lift or lifts at the said property/Premises on the manufacturer thereof and also to give contract to the manufacturer for maintenance of lift or lifts, Dish Antenna and other utilities and its associated machineries.
22. To sign and apply for and obtain the Completion or Occupancy or other certificates from the concerned Municipal Authorities and/or concerned Panchayat and/or other concerned authorities in respect of construction and/or occupation of the new buildings to be constructed at the said Property/Premises or any part thereof and also to sign and apply for and have No Objection Certificate from the Fire Department / authorities if necessary and police department.
23. To warn off restrict, and prohibit the unauthorized trespassing in the said Property and to abate all nuisance and if necessary to proceed in due forum of law against all or any trespassers on the said Property/Premises or any part thereof and to take appropriate steps.
24. For all or any of the purposes hereinbefore and also hereinafter stated, to appear and represent the Principals before the concerned Municipal Authorities and/or B.L. & L.R.O., the Competent Authority under the



✓

ADDITIONAL
OFFICE ASSISTANT

22 MAY 2020

Urban Land (Ceiling & Regulation) Act, 1976, the Authorised Officer / authority under the West Bengal (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993 and/or the Real Estate (Regulation and Development) Act, 2016, other authorities under the West Bengal Land Reforms Act, 1955 and other Land / Tenancy laws, Town And Country Planning Authorities, all Revenue Authorities, Pollution Control Board and other authorities connected to pollution matters, Environment authorities, Development Plan Authorities of the Government of West Bengal and/or India, Insurance Companies, Traffic Police and other Police Authorities, West Bengal State Electricity Board and/or WBSEDCL, West Bengal Fire Services and all Fire Authorities, Airports Authority of India, Chief Electrical Inspector and other Electricity Authorities, Government of West Bengal, Microwave Authorities of Department of Telecommunication and also all other authorities and Government Departments and/or its officers and also all other State and Union Executives Judicial or Quasi Judicial, Gram Panchayat and other authorities and persons and also all courts tribunals and appellate authorities and to do all acts deeds and things and to make sign execute register submit register and/or deliver all documents, declarations, affidavits stating true facts, applications, undertakings, objections, notices etc (including those relating to boundary verification) and also to submit and take delivery of all title deeds concerning the said Premises and other papers and documents (including cause papers and orders passed in any suit or litigation or proceeding) as be required by the necessary authorities or as may in any way be found necessary or expedient by the said Attorney.

25. To deal with any person owning occupying or having any right title and interest in the said Property or the property adjacent to or near the said Property in connection with the Project in such manner and on such terms and conditions as the said Attorney may deem fit and proper.
26. To sign and execute all plans, sketches, maps, declarations, forms, petitions, letters, undertakings, affidavits, gift of strips or splayed





2



corners required by any authority or any other documents relating to or in connection with applying for and obtaining sanction of plan in respect of the Said Property.

27. To obtain delivery of the sanction plan from the relevant authority or authorities.
28. To enter upon the said Property with men and material as may be required for the purpose of development work and erect the new buildings as per the building plans to be sanctioned.
29. To appear and represent the Principals before the necessary authorities including the Fire Services Department, Government of West Bengal, Kolkata Police, West Bengal Police, West Bengal Pollution Control Board / Environment Department, Airports Authority of India, Bharat Sanchar Nigam Ltd., and all other statutory authority or body in connection with the sanction, modification and/or alteration of plans
30. To insure and keep insured the said Property/Premises and all any parts thereof including construction materials and equipment, and new buildings to be constructed thereat against loss or damage by fire, earthquake, natural and unnatural calamities and acts by person or group of person and/or other risks as be deemed necessary and/or desirable by the said attorney and to pay all premia for such insurance policies.
31. To negotiate with the person or persons interested in owning, purchasing and/or otherwise acquiring spaces, areas, units, car parking spaces or rights and other constructed areas or transferrable spaces in the new buildings to be constructed at the said Property/Premises and accept bookings/blockings from such intending buyer or buyers or transferee or transferees and to make commitments and sell, convey, lease, transfer or otherwise dispose of such spaces, areas, units, car parking spaces or rights and other constructed areas or transferrable spaces in the new



2

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
22 MAY 2024

buildings to be constructed at the said Property/Premises alongwith or independent of or independently the land comprised in the said Property/Premises attributable thereto or any portion thereof or any undivided proportionate share therein to such person or persons and at such consideration and on such terms and conditions as the said Attorney may deem fit and proper, Provided However the Attorney is not authorized to sign any Agreement or Deed or nomination for such transfer for or on behalf of the Principals, and to receive and appropriate the proceeds consideration deposit and other amounts received/realised out of such sale conveyance and/or transfer and grant valid receipts and discharges which shall fully exonerate the person paying the same, in accordance with the said Development Agreement. The Developer shall immediately on receipt of sums from the transferees, deposit the Owners'/ Principals' share of revenue to the Principals'/Owner's Bank Account as per ratio and on the terms mentioned in the said Development Agreement.

32. To cancel any booking/blocking and terminate any contract agreement right of occupancy user and/or enjoyment with any person or persons intending to acquire spaces, areas, units, car parking spaces or rights and other constructed areas or transferrable spaces in the new buildings to be constructed at the said Property/Premises, and all tangible, intangible properties and commercial benefits advantages and rights and all other benefits accruing/derivable from the said Premises such as hoardings, signages, bill-boards etc. and/or undivided share in the land comprised in the said Property/Premises and to deal with the space and rights of such person or persons in such manner as the said Attorney may deem fit and proper.
33. To receive the excess amount of fees, if any, paid for the purpose of sanction, modification and/or alteration of the Plans to any authority or authorities



2

**ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA**

22 MAY 2024

34. To appear and represent us before all authorities including Panchayat/Zila Parishad for fixation and/or finalization of the annual valuation of the said Property and for that purpose to sign, execute and submit necessary papers and documents and to do all acts, deeds and things as the Attorneys may deem fit and proper.
35. To obtain construction finance for construction of the New Buildings and Building Complex Completion from any Banks and/or the Financial Institutions (namely Bajaj Finance, LIC Housing Finance Corporation, Tata Capital, Aditya Birla) etc strictly in terms of the Development Agreement and without encumbering or creating any security or charge over the Project Land or any part or share thereof and/or the Principals/Owners' Allocation and/or the Principals/ Owners' Realization in any manner whatsoever and the Principals shall not be nor be made liable for repayment of the loans or any consequence of default in such repayment
36. For all or any of the powers and authorities herein contained to sign execute enter into modify, cancel, alter, draw, approve rectify and/or register and/or give consent and confirmation to all such papers, documents, agreements, supplementary agreements, consents, rectifications, declarations, affidavits (stating true facts only), applications, undertakings, and other documents, which do not intend to record or confirm sale convey transfer lease alienate mortgage and/or assign any part or portion of the said Premises/ Property and/or units and/or transferrable space to be constructed thereat to any third party.
37. To sign and appear and represent the Principals before any Registrar, Sub Registrar, Additional Registrar, District Registrar, Registrar of Assurances and other officer or officers or authority or authorities having jurisdiction and to present for registration and admit execution and to acknowledge and register or have registered and perfected all documents deeds instruments and writings signed by the said Attorney by virtue of



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
22 MAY 2024

the powers hereby conferred, except for any deed or agreement or recording or writing to record or confirm sale convey transfer lease alienate mortgage and/or assign any part or portion of the said Premises/ Property and/or units and/or transferrable space to be constructed thereat to any third party.

38. To finalise and accept or dispute the market value assessed by the concerned Registrar or the concerned Collector or other concerned authority or authorities and for that to do all acts deeds and things and sign execute deliver and submit all papers documents applications objections notices etc. and also to submit and take delivery of all documents of title, clearances, plans etc. as may be required and found necessary or expedient by the said attorney or attorneys.
39. To sign and appear and represent the Principals before any Notary Public, Metropolitan or other Magistrates and other officer or officers and authorities in connection with affirmation of any deed instrument declaration or writing, except for any deed or agreement or recording or writing to record or confirm sale convey transfer lease alienate mortgage and/or assign any part or portion of the said Premises/ Property and/or units and/or transferrable space to be constructed thereat to any third party, signed or made by the said attorney or attorneys by virtue of the powers hereby conferred.
40. To implement any covenant in any agreement, sale deed, transfer deed, conveyance, assignment deed or any other documents of transfer executed by the Principals personally or by the said Attorney by virtue of the powers hereby conferred and if any right to re-enter arises under such covenants or under notice to determine or quit then to exercise such right, amongst others.
41. To ask, demand, sue for, recover, realise and collect money, earnest money, consideration, construction costs, deposits, advances, compensation, interest, damages, payments whatsoever etc., which are



ADDITIONAL REGISTRAR
OF COMPANIES, KOLKATA
22 MAY 2024

or may be due payable or recoverable under any such Agreement from any person or persons or authority or authorities on any account whatsoever and to remit the share of the Principals in the same to the Principals in terms of the Development Agreement and to give effectual receipts and discharges for the same.

42. To sign and submit all papers applications and documents for having and to have the spaces, areas, units, car parking spaces or rights and other constructed areas or transferrable spaces in the new buildings to be constructed at the said Property/Premises separately assessed and mutated in the names of the respective persons desirous of acquiring the same as hereinbefore stated in all public records and with all authorities and/or persons (including the concerned Municipal Authorities and/or Revenue Authority and/or Panchayat) having jurisdiction over the said Property/Premises and to deal with such authority and/or authorities in such manner as the said Attorney may deem fit and proper.
43. To commence prosecute enforce defend answer and oppose all actions suits writs appeals revision and other legal proceedings and demands civil criminal or revenue concerning the sanction revalidation renewal modification and/or alteration of plans and/or obtaining of permission, clearances, certificate etc., and/or touching any of the matters herein contained concerning the said property/Premises or any part thereof in which the Principals are in any way or manner now or may hereafter be interested or concerned and if thought fit to compromise settle, refer to arbitration, abandon, submit to judgement or become non suited in any such action or proceedings as aforesaid before any Court, Civil or Criminal or Revenue (including the Collector, Tribunal etc.), which will not have any effect of sale convey transfer lease alienate mortgage and/or assign any part or portion of the said Premises/ Property and/or units and/or transferrable spaces to be constructed thereat to any third party.



2

22 MAY 2024

44. To sign declare verify and/or affirm any plaint, written statement, petition, consent petition, affidavit, vakalatnama, warrant of attorney, memorandum of appeal or any other document or cause paper in any proceeding in any way or connected with the said Property/Premises, and if necessary to adduce evidence for and on behalf of the Principals.
45. To accept notices, summons and service or papers from any Court, Tribunal, Postal authorities and/or other authority and/or person.
46. To collect advance / payment from the intending transferees against sale/lease of the proposed constructed areas in the proposed New Buildings only in accordance with the terms of the Development Agreement and not otherwise.
47. To ask for, receive and recover from all the Purchasers/Lessees and Transferees of Flats/Units and Apartments service charges for maintenance and all the other charges and in case of non-payment thereof to take legal steps for the recovery thereof;
48. For better and more effectually exercising the powers and authorities aforesaid to retain appoint and employ Advocates, Pleaders, Solicitors, Mukhtears and to revoke such appointments.
49. To Deposit and withdraw fees, documents and monies in and from any Court or Courts and /or Authority and give valid receipts and discharges therefor.
50. To file appeals, references, revisions and appear and represent before the competent authorities in respect of any matter relating to the said Property.
51. To receive or pay and/or deposit all moneys including stamp duty, court fees, registration fees, legal fees etc. and to pay and/or receive refunds

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
22 MAY 2024

thereof or the excess amount and give valid receipts and discharges therefor.

52. To sign and appear and represent the Principals before all authorities make commitments and give undertakings as be required for all or any of the purposes herein contained.

AND GENERALLY to do all acts deeds and things for better exercise of the authorities herein contained relating to the said Property/Premises or any part thereof or any undivided share therein and/or in the buildings to be constructed at the said Property/Premises which the Principals themselves would have lawfully done under their own hand and seal, if personally present.

AND the Principals doth hereby ratify and confirm and agree to ratify and confirm all and whatever the said Attorney shall lawfully do or cause to be done in or about the premises aforesaid in accordance with the terms and conditions of the said Development Agreement.

This Power of Attorney shall remain co-extensive and co-terminus with the said Development Agreement.

AND it is clarified that the terms and expressions used herein shall, unless there be something contrary or repugnant to the subject or context, have the meanings assigned to them in the Development Agreement.

AND it is expressly provided that while exercising the powers and authorities hereby conferred on the said Attorneys, they or any of them shall not do any act deed or thing which would go against the provisions of the Development Agreement or impair or affect the rights and entitlement of the Principals and by executing this Power of Attorney the obligations of the Developer or consequences for non compliance under the Development



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
22 MAY 2024

Agreement shall not be affected. Further, if any areas are separately allocated to the Principals, the Attorneys shall not have or derive any authority in respect of the same.

THE FIRST SCHEDULE ABOVE REFERRED TO:

PART - I

(Said Land)

All That the pieces and parcels of land containing an area of **84.35** decimal equivalent to **51.03175** Cottah be the same a little more or less be the same a little more or less situate lying at various R.S and L.R Dags in Mouza Doharia J.L.No 45 , A.D.S.R Barasat, Post Office Madhyagram, Police Station Madhaygram, Block Barasat - II, within ward no. 9 of Madhyamgram Municipality, in the District of North 24 Paraganas as detailed below:

SCHEDULE

Dag No.	RS Kh. No.	Total Area	Owner Name	Purchased Area
593	186	59	Chandan Sengupta	16.53
			Ashit Kumar Guha	4.96
			Krishna Sengupta	23.14
595	186	113	Ashit Kumar Guha	2.96
554	283	38	Ashit Kumar Guha	11.1
			Ashit Kumar Guha	4.7
554/652	283	41	Ashit Kumar Guha	10.02
			Ashit Kumar Guha	10.94
TOTAL				84.35 Dec equivalent to 51.03175 Cottah

Doba shall remain Doba until conversion.



A handwritten signature in black ink, consisting of a stylized, cursive script.

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
22 MAY 2024

SECOND SCHEDULE ABOVE REFERRED TO:
COMMON AREAS, FACILITIES AND AMENITIES
[Common Parts , Portions and Amenities]

1. **The Common Portions are at 3 (three) levels, which are :**

1.1 LEVEL: Those which are common to all the segments and are collectively called the "Service Zone" and includes the following:

Applies to present phase and all the other phases both future and past

- 1.1.1 Sewerage treatment Plant.
- 1.1.2 Common generators, its installation and its allied accessories , lighting of the common areas, pumps and common utilities.
- 1.1.3 Electric Sub-Station
- 1.1.4 Garbage Disposal area
- 1.1.5 Roads, installations, -and security arrangements not exclusive to any segment.
- 1.1.6 Drains and sewers from the premises to the Municipal Duct.
- 1.1.7 Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
- 1.1.8 Boundary walls of the premises including outer side of the walls of the building and main gates.
- 1.1.9. water pump and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
- 1.1.10. Transformer electrical wiring meters and fittings and fixtures for lighting common areas (.
- 1.1.11 Management/Maintenance Office
- 1.1.12. Round the Clock Security arrangements with CCTV and intercom
- 1.1.13. Main entrance Gate
- 1.1.14 Fire Fighting Equipment and Extinguishers and Protection system.
As per Fire Norms.
- 1.1.15. 24Hrs water supply
- 1.1.16. Rain water harvesting may be created by Promoter at its sole option.
- 1.1.17. Dedicated communication system for telephone
- 1.1.18. The water pump, the pump room, water reservoir, tube-well, and distribution pipes



2

22 MAY 2022

1.1.19. Durwans Room/Security Room

1.1.20. Cable connection

1.2 LEVEL-2 :Those which are to remain common to all the Apartment Owners of the residential complex of all the phases, present and in future as well as in the extensions. All the Apartment Owner shall have proportionate share therein. These include the following:

1.2.1. Landscaped Garden and Central lawn , water bodies and fountains if any

1.2.2. Children Play area

1.2.3 Separate area for elderly people.

1.2.4. A.C.Community Hall for common use of all the occupants of the said New Buildings

1.2.5. Club

1.2.6. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.

1.2.7. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.

1.2.8. Walk-ways

1.2.9. Visitors Car Parking

1.2.10. Swimming Pool with changing rooms

1.2.11. Indoor Games Room

1.2.12. Gym

1.2.13. Rain water harvesting may be created by Promoter at its sole option, if provided

1.3. LEVEL 3 : Those which are to remain common to the Apartments in any particular Building Block. These include the following:

1.3.1 Decorative entrance with A.C ground floor lobby only.

1.3.2The lobbies on each of its floors and the staircases from the ground floor up to the terrace and also the ultimate roof of the tower.

1.3.3 elevators in Towers, their installation and rooms.

1.3.4. Earmarked area of Roof of respective tower demarcated for common use



✓

22 MAY 2022

22 MAY 2022

1.3.5. Overhead Water Tank.

1.3.6. Lifts and their accessories installations and spaces required therefore.

1.3.7. Servants/Drivers Toilet and shower room on the Ground Floor in some blocks.

RESIDENTIAL COMPLEX TO BE SEPARATE - To provide exclusivity to the ALLOTTEES, the residential complex is and will be separated from the other segments by proper hedges and/or fences. The plans for such separation will be finalized by the Promoter by the time the possession of Units are delivered to the Allottees after completion of construction

2. Unless otherwise indicated herein and in addition to these mentioned in Levels 1, 2 and 3 the common portions like land, roads, lighting equipments, gates, building for guards, trees bushes, decorations e.g. sculptures etc. pipes, ducts and cables situate within the area whether over or under the land of the service zone shall be deemed to be common to the Allottees of all the segments and those that are inside the Residential Complex including its boundary walls and/or fences, water body etc. shall be deemed to be common Portion only of the residential complex and common to its Apartment Owners. Similarly those in any particular tower shall be deemed to be the Common Part only of that Block.

3. The Promoter reserves the right to alter the above scheme or any of the items mentioned in Clauses 1.1, 1.3 or 1.4, if so advised by its Architects and/or Advocates for better and effective management and maintenance and otherwise equitable to the Owner of any segment or part thereof.

THE THIRD SCHEDULE ABOVE REFERRED TO:

COMMON EXPENSES

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.



72 MAY 2021

2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the respective buildings of the complex and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flower beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the complex.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the complex.
9. Cleaning as necessary of the areas forming parts of the complex.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the complex and providing such additional apparatus as the builder may think fit.



✓

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
22 MAY 2024

11. Providing and arranging for the emptying receptacles for rubbish.
12. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the various buildings of the complex or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
13. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
14. Generally managing and administering the development and protecting the amenities in the new building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
15. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
16. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the owner/occupier of any flat/flats.
17. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Builder may from time to time



3

22 MAY 2020

be considered necessary for the carrying out of the acts and things mentioned in this Schedule.

18. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
19. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management Company/Association it is reasonable to provide.
20. In such time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
21. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organisation for the owners of the Units and shall only be applied in accordance with the decision of the Holding Organisation.
22. The charges/fees of any professional Company/Agency appointed to carry out maintenance and supervision of the complex.
23. Any other expense for common purpose.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

DEPOSITS/EXTRA CHARGES/TAXES

- **Upgradation of fixtures and fittings:** improved specifications of construction of the said complex over and above the Specifications described.
- **Sinking Fund:**
- **Transformer and allied installation:** Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipments.



22 MAY 2024

- Diesel Generator Charges.
- Legal Charges
- **Taxes:** deposits towards Municipal rates and taxes, etc.
Stamp Duty, Registration Fees, Service Tax and any other tax and imposition levied by the State Government, Central Government or any other authority
- **Common Expenses/Maintenance Charges/Deposits:** proportionate share of the common expenses/maintenance charges as may be levied.
- Formation of Association/Holding Organization
- **Electricity Meter:** Security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Complex, at actual.
- **Internal Layout Change:** any internal change made in the layout of the Owner's Allocation and/or upgradation of fixtures and fittings.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

Part - I

(Developers' Allocation)

ALL THAT shall mean **70% (Seventy Percent)** of the total constructed built up area both in residential and commercial portions with undivided share in the land beneath including the roof of the respective building to be constructed either the revenues accruing from sale of saleable area or allocated space in the saleable areas save and except the parking areas as agreed.

Part - II

(Owners' Allocation)

ALL THAT shall mean **30% (Thirty Percent)** of the total constructed built up area both in residential and commercial portions with undivided share in the land beneath including the roof of the respective building to be constructed either the revenues accruing from sale of saleable area or allocated space in the saleable areas.



2

22 MAY 2023

THE SIXTH SCHEDULE ABOVE REFERRED TO:
SPECIFICATIONS

Structure	RCC Framed Structure
Lobby	• Gracious ground floor lobby flooring of vitrified tiles • Lift fascia of vitrified tiles in all floors • Floor lobby flooring with vitrified tiles
Balcony	M S Railing
Flooring	• GVT Tiles in living room, dining room • GVT tiles in Bedrooms • GVT tiles in kitchen
Kitchen	• Counter with Black Stone slab and stainless steel sink • Ceramic tiles upto 2ft height above platform
Toilet	• Glazed tiles upto door height/ Ceramic tiles in floor • White Coloured European style WC and Basin • Elegant CP fittings
Doors	• Decorated main door with one side Laminate, other internal doors are good quality flush doors with enamel paint • No doors in Kitchen
Interior Finish	• Smooth finish plaster of Paris on walls





22 MAY 2024

THE SEVENTH SCHEDULE ABOVE REFERRED TO:**TITLE DEEDS OF THE OWNERS**

The Owners purchased the Said Land by following registered Conveyance Deeds at the office of

Sr. No.	Deed No.
1.	3732/2006
2.	7075/1992
3.	4961/2008
4.	7074/1992
5.	4388/1996
6.	3146/1996
7.	9610/1983
8.	9625/1983



~



22 MAY 2024

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

SIGNED, SEALED AND DELIVERED

by the **Owner** at Kolkata in the presence of:

WITNESSES:

1. *Ashiyoti Ghosh*
Advocate
Sealdah Civil Court
Rm-14.

A. Guha
ASHIT GUHA

Chandan Sengupta
CHANDAN SENGUPTA

2. *Apurbaa Ghosh*
36/1A, Elgin Road
Bhowanipur
Kolkata - 700020

Krishna Sengupta
KRISHNA SENGUPTA

SIGNED, SEALED AND DELIVERED

by the **Developer** at Kolkata in the presence of:

WITNESSES:

1. *Ashiyoti Ghosh, Advocate*
2. *Apurbaa Ghosh.*

FOR SRIJAN REALTY PVT LTD.

Ravi Kumar Gupta

RAVI KUMAR GUPTA
Authorized Signatory

Drafted by me

(As per Instruction)

Ashiyoti Ghosh.
Advocate.
WB/547/09
Sealdah Civil Court
Rm-14.



F A S T

22 MAY 2024

RECEIVED of and from the within-named Developer the within-mentioned sum of Rs. 92,00,000/- [Rupees Ninety Two Lakhs Only] as Refundable Security Deposit Being the CONSIDERATION money payable under these presents as per memo below:

Article I. MEMO OF CONSIDERATION

SL. No.	In Favour of	Bank Name & Branch	Cheque/Draft/RTGS No. & Date	Amount (in Rupees)
1.	Ashit Guha	ICICI Bank, Bhowanipore Branch	001210 dated 22.09.2023	5,00,000
2	Chandan Sengupta	ICICI Bank, Bhowanipore Branch	001208 dated 22.09.2023	5,00,000
3	ASHIT GUHA	ICICI Bank, Bhowanipore Branch	000865 dated 22.05.2024	17,00,000
4	Chandan Sengupta	ICICI Bank, Bhowanipore Branch	000867 dated 22.05.2024	15,00,000
5	Chandan Sengupta	ICICI Bank, Bhowanipore Branch	000868 dated 22.05.2024	25,00,000
6	ASHIT GUHA	ICICI Bank, Bhowanipore Branch	000866 dated 22.05.2024	25,00,000
Total				92,00,000/-

Chandan Sengupta
Krishna Sengupta
or. Ashit Guha

SIGNATURE OF THE PURCHASER

Witnesses:

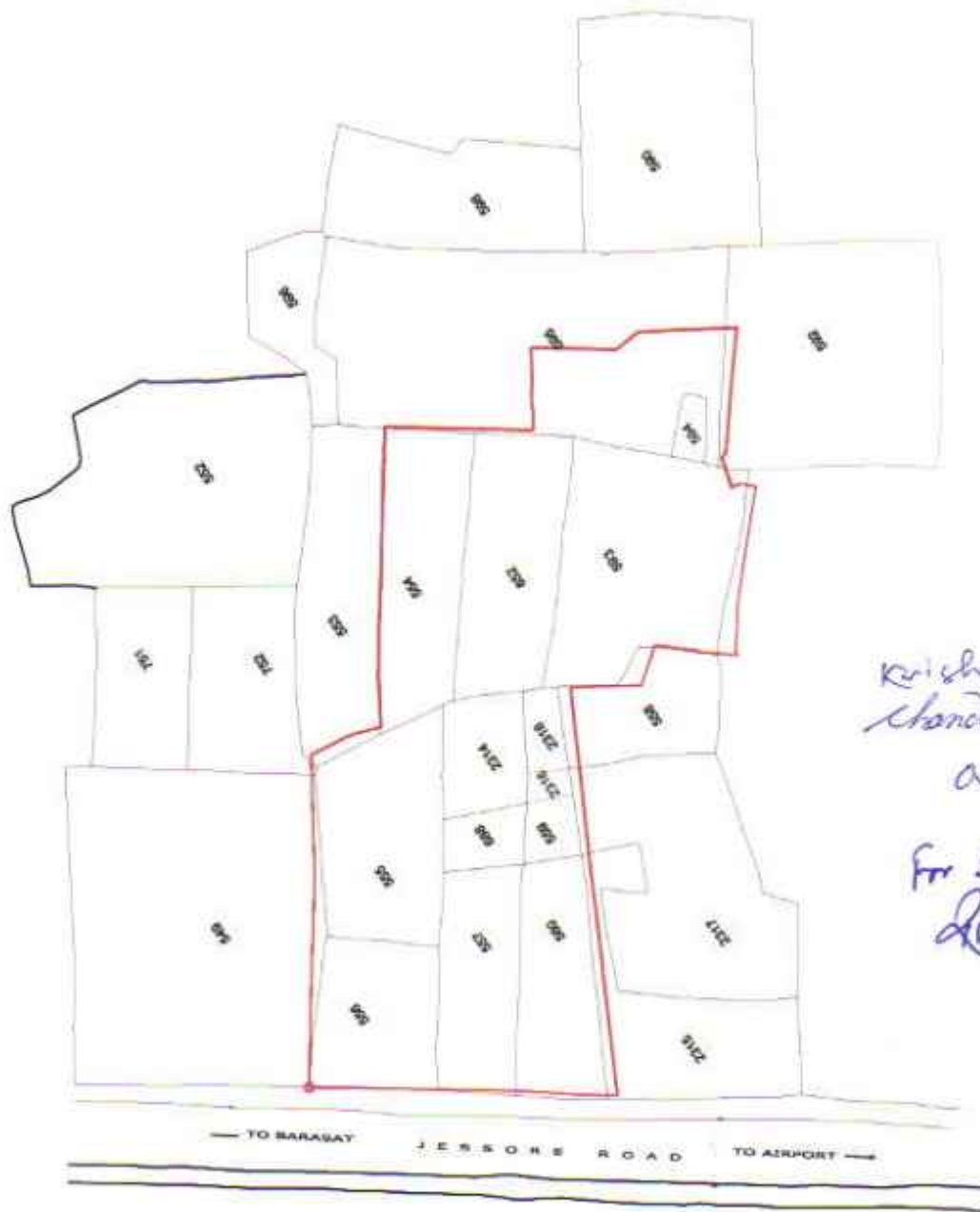
- 1) *Dehyoti Ghosh*
Advocate
- 2) *Apurba Ghosh*



✓

ADDITIONAL REGISTRAR
OF ASSURANCES IN KARNATAKA
22 MAY 2024

MOUZA-DOHARIA, JL NO-45, A.D.S.R- BARASAT, POST OFFICE-MADHYAMGRAM
POLICE STATION - MADHYAMGRAM , BLOCK - BARASAT- II, WARD NO-9
UNDER MADHYAMGRAM MUNICIPALITY, NORTH 24 PARGANAS, TOTAL AREA
OF 84.35 DECIMAL, R.S AND L.R DAG NO - 593,595,554,,554/652



Krishna Sengupta
Chandan Sengupta

a. Guha

For Sujan Realty Pvt Ltd.

Ravi Kumar Gupta
Authorized Representative



✓

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

22 MAY 2024

FINGER PRINTS



Little



Ring



Middle



Fore



Thumb

(Left Hand)



Thumb



Fore



Middle



Ring



Little

(Right Hand)

Name : ASHIT GUHA

Signature: *A. Guha*



Little



Ring



Middle



Fore



Thumb

(Left Hand)



Thumb



Fore



Middle



Ring



Little

(Right Hand)

Name : KRISHNA SENGUPTA

Signature: *Krishna Sengupta*



Little



Ring



Middle



Fore



Thumb

(Left Hand)



Thumb



Fore



Middle



Ring



Little

(Right Hand)

Name : CHANDAN SENGUPTA

Signature: *Chandan Sengupta*



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

22 MAY 2024

FINGER PRINTS



Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Name : RAVI KUMAR GUPTA

Signature.....*Ravi Kumar Gupta*.....

PHOTO

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Name :

Signature.....

PHOTO

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Name :

Signature.....



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
22 MAY 2024

Major Information of the Deed

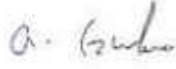
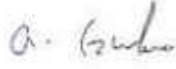
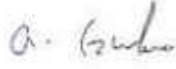
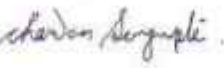
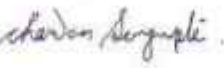
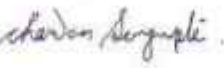
Deed No :	I-1904-07465/2024	Date of Registration	22/05/2024
Query No / Year	1904-2001078741/2024	Office where deed is registered	A.R.A. - IV KOLKATA, District: Kolkata
Query Date	29/04/2024 1:39:27 PM		
Applicant Name, Address & Other Details	RAVI KUMAR GUPTA HOWRAH COURT, Thana : Howrah, District : Howrah, WEST BENGAL, PIN - 711101, Mobile No. : 8777342929, Status : Advocate		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Set Forth value	Rs. 8/-		
Stamp duty Paid(SD)	Rs. 75,111/- (Article:48(g))		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		
	Additional Transaction		
	[4002] Power of Attorney, General Power of Attorney [Rs : 2/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 92,00,000/-]		
	Market Value		
	Rs. 12,74,54,394/-		
	Registration Fee Paid		
	Rs. 92,112/- (Article:E, E, E.)		

Land Details :

District: North 24-Parganas, P.S:- Barasat, Municipality: MADHYAMGRAM, Road: Jessore Rd, Road Zone : (Airport -- Madhyagram Crossing On Road) . Mouza: Doharia, . Ward No: 9 JI No: 45, Pin Code : 700129

Sch No	Plot Number	Khatian Number	Land Use	Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-593	RS-186	Bastu	Shali	16.53 Dec	1/-	2,49,77,132/-	Property is on Road
L2	RS-593	RS-186	Bastu	Shali	4.96 Dec	1/-	74,94,651/-	Property is on Road
L3	RS-593	RS-186	Bastu	Shali	23.14 Dec	1/-	3,49,64,964/-	Property is on Road
L4	RS-595	RS-186	Bastu	Danga	2.96 Dec	1/-	44,72,614/-	Property is on Road
L5	RS-554	RS-283	Bastu	Shali	11.1 Dec	1/-	1,67,72,303/-	Property is on Road
L6	RS-554	RS-283	Bastu	Shali	4.7 Dec	1/-	71,01,785/-	Property is on Road
L7	RS-554/652	RS-283	Bastu	Shali	10.02 Dec	1/-	1,51,40,404/-	Property is on Road
L8	RS-554/652	RS-283	Bastu	Shali	10.94 Dec	1/-	1,65,30,541/-	Property is on Road
TOTAL :						1/-	1274,54,394 /-	
Grand Total :					84.35Dec	8 /-	1274,54,394 /-	
					84.35Dec	8 /-	1274,54,394 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Ashit Guha Son of Late Bijoy Guha Executed by: Self, Date of Execution: 22/05/2024 , Admitted by: Self, Date of Admission: 22/05/2024 ,Place : Office </td> <td>  22/05/2024 </td> <td>  Captured 22/05/2024 </td> <td>  22/05/2024 </td> </tr> </tbody> </table> City:- Barasat, P.O:- Madhyamgram, P.S:-Madhyamgram, District:-North 24-Parganas, West Bengal, India, PIN:- 700129 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX7 , PAN No.:: AExxxxxx2A, Aadhaar No: 75xxxxxxxx7951, Status :Individual, Executed by: Self, Date of Execution: 22/05/2024 , Admitted by: Self, Date of Admission: 22/05/2024 ,Place : Office	Name	Photo	Finger Print	Signature	Mr Ashit Guha Son of Late Bijoy Guha Executed by: Self, Date of Execution: 22/05/2024 , Admitted by: Self, Date of Admission: 22/05/2024 ,Place : Office	 22/05/2024	 Captured 22/05/2024	 22/05/2024
Name	Photo	Finger Print	Signature						
Mr Ashit Guha Son of Late Bijoy Guha Executed by: Self, Date of Execution: 22/05/2024 , Admitted by: Self, Date of Admission: 22/05/2024 ,Place : Office	 22/05/2024	 Captured 22/05/2024	 22/05/2024						
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mrs Krishna Sengupta Daughter of Mr Chandan Sengupta Executed by: Self, Date of Execution: 22/05/2024 , Admitted by: Self, Date of Admission: 22/05/2024 ,Place : Office </td> <td>  22/05/2024 </td> <td>  Captured 22/05/2024 </td> <td>  22/05/2024 </td> </tr> </tbody> </table> City:- Madhyamgram, P.O:- Madhyamgram, P.S:-Madhyamgram, District:-North 24-Parganas, West Bengal, India, PIN:- 700129 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX9 , PAN No.:: ABxxxxxx4K, Aadhaar No: 27xxxxxxxx6759, Status :Individual, Executed by: Self, Date of Execution: 22/05/2024 , Admitted by: Self, Date of Admission: 22/05/2024 ,Place : Office	Name	Photo	Finger Print	Signature	Mrs Krishna Sengupta Daughter of Mr Chandan Sengupta Executed by: Self, Date of Execution: 22/05/2024 , Admitted by: Self, Date of Admission: 22/05/2024 ,Place : Office	 22/05/2024	 Captured 22/05/2024	 22/05/2024
Name	Photo	Finger Print	Signature						
Mrs Krishna Sengupta Daughter of Mr Chandan Sengupta Executed by: Self, Date of Execution: 22/05/2024 , Admitted by: Self, Date of Admission: 22/05/2024 ,Place : Office	 22/05/2024	 Captured 22/05/2024	 22/05/2024						
3	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Chandan Sengupta Son of Late Souren Sengupta Executed by: Self, Date of Execution: 22/05/2024 , Admitted by: Self, Date of Admission: 22/05/2024 ,Place : Office </td> <td>  22/05/2024 </td> <td>  Captured 22/05/2024 </td> <td>  22/05/2024 </td> </tr> </tbody> </table> City:- Madhyamgram, P.O:- Madhyamgram, P.S:-Madhyamgram, District:-North 24-Parganas, West Bengal, India, PIN:- 700129 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX1 , PAN No.:: ANxxxxxx4C, Aadhaar No: 65xxxxxxxx4070, Status :Individual, Executed by: Self, Date of Execution: 22/05/2024 , Admitted by: Self, Date of Admission: 22/05/2024 ,Place : Office	Name	Photo	Finger Print	Signature	Mr Chandan Sengupta Son of Late Souren Sengupta Executed by: Self, Date of Execution: 22/05/2024 , Admitted by: Self, Date of Admission: 22/05/2024 ,Place : Office	 22/05/2024	 Captured 22/05/2024	 22/05/2024
Name	Photo	Finger Print	Signature						
Mr Chandan Sengupta Son of Late Souren Sengupta Executed by: Self, Date of Execution: 22/05/2024 , Admitted by: Self, Date of Admission: 22/05/2024 ,Place : Office	 22/05/2024	 Captured 22/05/2024	 22/05/2024						

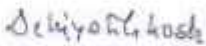
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SRIJAN REALTY PRIVATE LIMITED Srijan House, 36/1A, Elgin Road(Lala Lajpat Rai Sarani), City:- Not Specified, P.O:- L R SARANI, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 Date of Incorporation:XX-XX-1XX6 , PAN No::: AAxxxxxx2K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr RAVI KUMAR GUPTA (Presentant) Son of Mr -PRAMOD KUMAR GUPTA Date of Execution - 22/05/2024, , Admitted by: Self, Date of Admission: 22/05/2024, Place of Admission of Execution: Office	Photo  May 22 2024 4:17PM	Finger Print  Captured LTI 22/05/2024	Signature  22/05/2024
15/30/1, Tinkari Nath Basu Lane, City:- Howrah, P.O:- Salkia, P.S:-Golabari, District:-Howrah, West Bengal, India, PIN:- 711106, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Date of Birth:XX-XX-1XX4 , PAN No.: BCxxxxxx0J, Aadhaar No: 75xxxxxxxx9406 Status : Representative, Representative of : SRIJAN REALTY PRIVATE LIMITED (as Authorized Representative)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Debjyoti Ghosh Son of Late Jayanta Kumar Ghosh SEALDAH CIVIL COURT, 1, Beliaghata Main Road, City:- Kolkata, P.O:- ENTALLY, P.S:-Beliaghata, District:- South 24-Parganas, West Bengal, India, PIN:- 700014	 22/05/2024	 Captured 22/05/2024	 22/05/2024
Identifier Of Mr Ashit Guha, Mrs Krishna Sengupta, Mr Chandan Sengupta, Mr RAVI KUMAR GUPTA			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr Chandan Sengupta	SRIJAN REALTY PRIVATE LIMITED-16.53 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Mr Ashit Guha	SRIJAN REALTY PRIVATE LIMITED-4.96 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Mrs Krishna Sengupta	SRIJAN REALTY PRIVATE LIMITED-23.14 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Mr Ashit Guha	SRIJAN REALTY PRIVATE LIMITED-2.96 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	Mr Ashit Guha	SRIJAN REALTY PRIVATE LIMITED-11.1 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	Mr Ashit Guha	SRIJAN REALTY PRIVATE LIMITED-4.7 Dec
Transfer of property for L7		
Sl.No	From	To. with area (Name-Area)
1	Mr Ashit Guha	SRIJAN REALTY PRIVATE LIMITED-10.02 Dec
Transfer of property for L8		
Sl.No	From	To. with area (Name-Area)
1	Mr Ashit Guha	SRIJAN REALTY PRIVATE LIMITED-10.94 Dec

On 22-05-2024

Endorsement For Deed Number : I - 190407465 / 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 15:20 hrs on 22-05-2024, at the Office of the A.R.A. - IV KOLKATA by Mr RAVI KUMAR GUPTA ..

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 12,74,54,394/-.

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)
Execution is admitted on 22/05/2024 by 1. Mr Ashit Guha, Son of Late Bijoy Guha, P.O: Madhyamgram, Thana: Madhyamgram, , City/Town: BARASAT, North 24-Parganas, WEST BENGAL, India, PIN - 700129, by caste Hindu, by Profession Business, 2. Mrs Krishna Sengupta, Daughter of Mr Chandan Sengupta, P.O: Madhyamgram, Thana: Madhyamgram, , City/Town: MADHYAMGRAM, North 24-Parganas, WEST BENGAL, India, PIN - 700129, by caste Hindu, by Profession House wife, 3. Mr Chandan Sengupta, Son of Late Souren Sengupta, P.O: Madhyamgram, Thana: Madhyamgram, , City/Town: MADHYAMGRAM, North 24-Parganas, WEST BENGAL, India, PIN - 700129, by caste Hindu, by Profession Business

Indetified by Mr Debjyoti Ghosh, , Son of Late Jayanta Kumar Ghosh, SEALDAH CIVIL COURT, 1, Road: Beliaghata Main Road, , P.O: ENTALLY, Thana: Beliaghata, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Service

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]
Execution is admitted on 22-05-2024 by Mr RAVI KUMAR GUPTA, Authorized Representative, SRIJAN REALTY PRIVATE LIMITED (Private Limited Company), Srijan House, 36/1A, Elgin Road(Lala Lajpat Rai Sarani), City:- Not Specified, P.O:- L R SARANI, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020

Indetified by Mr Debjyoti Ghosh, , Son of Late Jayanta Kumar Ghosh, SEALDAH CIVIL COURT, 1, Road: Beliaghata Main Road, , P.O: ENTALLY, Thana: Beliaghata, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 92,112.00/- (B = Rs 92,000.00/- ,E = Rs 28.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 92,028/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/05/2024 1:08PM with Govt. Ref. No: 192024250055646808 on 22-05-2024, Amount Rs: 92,028/-, Bank: SBI EPay (SBIEPay), Ref. No. 0838062937413 on 22-05-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,071/- and Stamp Duty paid by Stamp Rs 50,00/-, by online = Rs 75,061/-

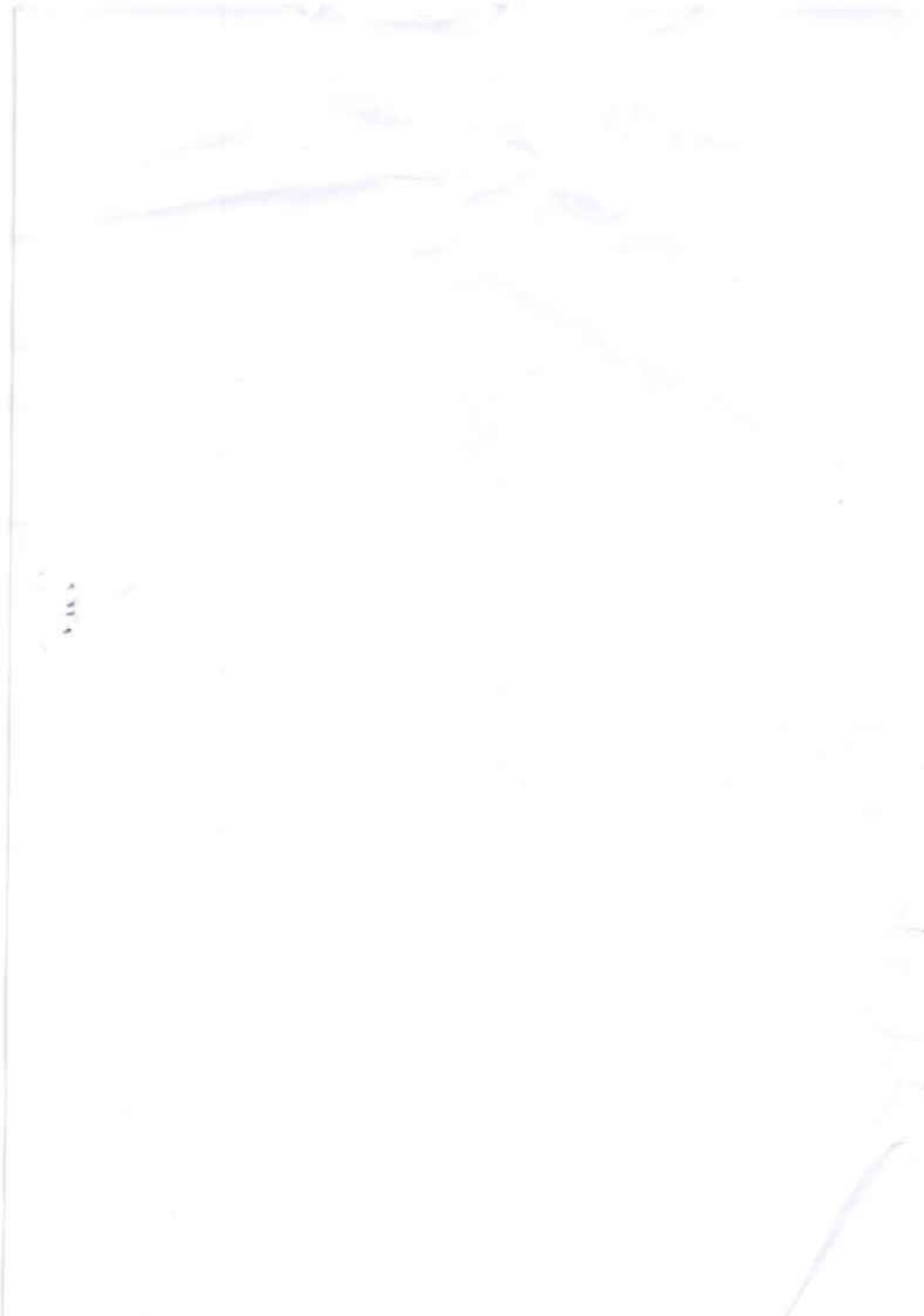
Description of Stamp

1. Stamp: Type: Impressed, Serial no 11887, Amount: Rs.50.00/-, Date of Purchase: 07/05/2024, Vendor name: J Chatterjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/05/2024 1:08PM with Govt. Ref. No: 192024250055646808 on 22-05-2024, Amount Rs: 75,061/-, Bank: SBI EPay (SBIEPay), Ref. No. 0838062937413 on 22-05-2024, Head of Account 0030-02-103-003-02

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





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2024, Page from 390723 to 390824
being No 190407465 for the year 2024.



Digitally signed by MOHUL MUKHOPADHYAY
Date: 2024.05.24 12:30:11 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 24/05/2024
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.