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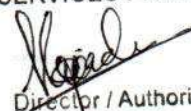
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Certified that the document is submitted for Registration. The signature sheets and the endorsement sheet attached with the document are the part of this document



THIS AGREEMENT made this 2nd day December Two Thousand and Twenty Four **BETWEEN MS. APARAJITA MOITRA**, (having PAN ALMPS2582A and Aadhaar 8595-3046-2593), wife of Deborshi Moitra, residing at Flat No. H-301, Third Floor, Mayfair Residency, 1270, Madurdaha, Anandapur, Post Office - EKTP, Police Station - Tiljala, Kolkata - 700107 (hereinafter referred to as "the **Owner**", which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-office and/or interest) of the **ONE PART**

For REGENT SERVICES PRIVATE LIMITED


Director / Authorised Signatory



29 NOV 2024

4220
Name
Date
Collectorate
1, Netaji Subhas Rd., Calcutta
Stamp Vendor
Date

Regent Services Pvt. Ltd.
30, Camac Street
KOL-16



Identified by
Saiant Anil
S/o Shyamal Prasad
Fulbari, Kanchanabad
P.O. & P.S. - Sonarpur
KOL-150

District Sub-Registrar IV
Registrar U/S 7 (2) of
Registration 1908
Calcutta, South 24 Parganas

01 DEC 2024

AND

REGENT SERVICES PVT. LTD. (PAN – AABCR4766J) a company within the meaning of Companies Act, 2013, having its registered office at Mansarowar , 3B, Camac Street, Police Station – Shakespeare Sarani, Post Office – Park Street, Kolkata - 700 016 represented by its Director Mr. Kingshuk Majumdar son of Late Sukhendu Majumdar (PAN – APTPM1358P and Aadhaar 632-2657-4022) working for gain at 3B, Camac Street, , Police Station – Shakespeare Sarani, Post Office – Park Street, Kolkata - 700 016 (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 its successors or successors-in-office and/or interest and/or assigns) of the **OTHER PART:**

WHEREAS:

- A. The Owner hereto is the full and absolute owner of **ALL THAT** piece and parcel of land containing an area of 4.5 Cottahs more or less situate lying at and being municipal Premises No. 3, Haraprasad Sastri Sarani, (formerly 28/SD Block No. B of the New Alipore Development Scheme No. XV) Kolkata, Pin code – 700053 together with the building shed and structures thereat (fully described in the **First Schedule** hereunder written and hereinafter referred to as “the **said Premises**”). The facts about devolution of title to the said Premises in favour of the Owner are mentioned in the **Fourth Schedule** hereunder written.
- B. The Owner, being desirous of causing the said Premises to be developed and commercially exploited, approached the Developer and upon mutual discussions and negotiations by and between the Parties, the Developer has agreed to develop the said Premises for mutual benefit and for the consideration and on the terms and conditions hereinafter contained.

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

1. DEFINITIONS AND INTERPRETATIONS:

- 1.1 In these presents unless there be something contrary or repugnant to the subject or context:
 - (a) “**said Premises**” shall mean **ALL THAT** piece and parcel of land containing an area of 4.5 Cottahs more or less situate lying at and






District Sub-Registrar-IV
Registrar U/S 7 (2) of
Registration 1908
Alipore, South 24 Parganas

02 DEC 2021

being municipal Premises No. 3, Haraprasad Sastri Sarani, (formerly 28/SD Block No. B of the New Alipore Development Scheme No. XV) Kolkata, Pin code – 700053, Police Station - New Alipore, District South 24 Parganas, fully described in the **FIRST SCHEDULE** hereunder written and delineated in the plan annexed hereto duly bordered thereon in 'Blue' and wherever the context so permits or intends shall include the existing building shed and structures thereat.

- (b) **"Building Plan"** shall mean the plan to be sanctioned by the Kolkata Municipal Corporation and/or other concerned authorities for the construction of the New Building at the said Premises and wherever the context so intends shall include all modifications and/or alterations thereto that the Developer may cause to be made thereto.
- (c) **"New Building"** shall mean the building and other structures to be constructed by the Developer at the said Premises.
- (d) **"Building Complex"** shall mean and include the said Premises and the New Building with Common Areas and Installations.
- (e) **"Saleable Areas"** shall include units (being flats, apartments, and other constructed spaces), covered parking spaces, open parking spaces, terraces attached to units, and other areas in the Building Complex capable of being transferred independently or as appurtenant to any unit and shall also include any area, signage right, or other right/privilege in the Building Complex capable of being commercially exploited or transferred for money.
- (f) **"Intending Buyers"** shall include the persons desirous of owning or acquiring the Saleable Areas from the Parties hereto.
- (g) **"Common Areas And Installations"** shall mean and include the areas, installations and facilities as be expressed or intended by the Developer for common use of the Owner, the Developer and the Intending Buyers in such manner and to such extent as the Developer may deem fit and proper, it being clarified that it shall be within the rights of the Developer to include or exclude any part of the Building Complex so as to form part of or not to form part of the Common Areas and Installations.



- (h) **"Common Purposes"** shall mean and include the purposes of managing, maintaining up-keeping and administration of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the Intending Buyers; collection and disbursement of the Common Expenses (defined below); regulating mutual rights, obligations and liabilities of the Intending Buyers; and dealing with the matters of common interest of the Intending Buyers.
- (i) **"Common Expenses"** shall mean and include all fees, costs, charges and expenses to be incurred for the Common Purposes.
- (j) **"Project"** shall mean (i) development of the said Premises into a Building Complex and making the same fit for habitation, (ii) sale and transfer of all the Saleable Areas in the Building Complex in favour of Intending Buyers and (iii) all acts deeds and things to be done or caused to be done in respect thereof as per the terms of this Agreement.
- (k) **"Owners Allocation"** shall mean 50% (fifty percent) share of the Project to be allocated out of and in the Saleable Areas of the Project to belong to the Owners as morefully stipulated hereunder and wherever the context so permits or intends include 50% undivided share in the land of the said property..
- (l) **"Developer's Allocation"** shall mean 50% (fifty percent) share of the Project to be allocated out of and in the Saleable Areas of the Project to belong to the Developer as morefully stipulated hereunder and wherever the context so permits or intends include 50% undivided share in the land of the said property..
- (m) **"Area Sharing Ratio"** shall mean the ratio of sharing of the Area between the Owner and the Developer in the Project being 50%:50% respectively.
- (n) **"Architects"** shall mean such person or persons as may be appointed for the Project from time to time by the Developer for the Project.
- (o) **"Project Advocate"** unless changed by the parties, shall mean Easha Manchanda of 7, Basanta Bose Road, Kolkata-700 026, for the Project.




- (p) The term or expression '**Party**' according to the context refers to the Owner or the Developer and the term or expression '**Parties**' refers to the Owner and the Developer jointly.

- 1.2 The paragraph heading and clause titles appearing in this agreement are for reference only and shall not affect the construction or interpretation of any terms hereof.
- 1.3 A singular word includes the plural, and vice versa.
- 1.4 A word which suggests one gender includes the other genders.
- 1.5 A Clause includes sub-clause/s, if any, thereof.
- 1.6 If a word has been defined, another part of speech of such word shall have the corresponding meaning.

2. REPRESENTATIONS:

- 2.1 The Owner has represented and assured the Developer, inter alia, as follows:
- (a) **that** the Owner is the absolute owner of the said Premises and is in khas, vacant, peaceful and exclusive possession thereof and has a marketable title thereto;
 - (b) **that** the said Premises is bounded by boundary walls on all sides and has direct unhindered access from Haraprasad Sastri Sarani;
 - (c) **that** the said Premises is free from all encumbrances, mortgages, charges, liens, lispendens, attachments, uses, debutters, trusts, leases, tenancies, occupancy rights, bargadar, vesting, acquisition, requisition, alignment, claims, demands and liabilities whatsoever or howsoever;
 - (d) **that** no person other than the Owner has or can claim any right title interest or share in the said Premises or any part thereof;
 - (e) **that** all facts about devolution of title to the said Premises in favour of the Owner as recited herein is absolutely true and correct;
 - (f) **that** there is no impediment, obstruction, restriction or prohibition in the Owner entering upon and/or fulfilling the terms of this Agreement and/or in development and transfer of the said Premises and the Saleable Areas;
 - (g) **that** save with the Developer, the Owner has not entered into any agreement for sale, transfer or development of the said Premises or any part thereof or received any consideration or executed any power of attorney in connection with the said Premises or any part thereof.

- 2.2 The Developer has represented to the Owner that it has considerable experience in real estate development and sufficient know-how to carry out the Project contemplated herein.

3. AGREEMENT, CONSIDERATION AND APPOINTMENT:

- 3.1 The Parties have entered into this Agreement relying on the aforesaid representations and believing the same to be true and correct and acting on faith thereof.
- 3.2 In the premises, the Owner doth hereby contribute and provide the said Premises, free from all encumbrances and liabilities, to the Developer and permit and grant the Developer the sole exclusive and irrevocable right and authority to develop the New Building at the said Premises in the manner mentioned hereunder and to market, commercially exploit and sell or otherwise transfer all the Saleable Areas thereat and do all acts deeds and things to be done or caused to be done in connection therewith, for mutual benefit and for consideration and on the terms and conditions hereinafter contained.
- 3.3 In consideration of the Owner contributing the said Premises as aforesaid, the Developer has agreed to develop the New Building on the said Premises at its own costs and expenses as per the Building Plan and Specifications as to be agreed between the parties and to pay the one time only premium amount mentioned herein-below to the Owner and to comply with its other obligations herein contained.
- 3.4 With effect from the date of execution hereof, the Developer shall have the sole and exclusive rights, authorities and entitlements (a) to the Project, (b) to the Developer's Allocation, (c) to the entirety of the Extras and Deposits and other amounts as herein mentioned and (d) to all other properties benefits and rights as developer hereby granted and/or agreed to be granted to the Developer or to which the Developer is entitled hereunder AND the Owner shall be entitled (a) to the Owner's Allocation and (b) to all other properties benefits and rights hereby agreed to be granted to the Owner or to which the Owner is entitled hereunder on and subject to the terms and conditions hereinafter contained.
- 3.5 In case any additional area beyond what has been sanctioned for the said Building Plan can be constructed at the said Premises or any part thereof, due to changes in any law, rules, regulations or bye-laws or otherwise, the



area of such additional construction and all appertaining right title and interest therein and in the said Premises shall accrue to and belong to the Owner and the Developer in the same Area Sharing Ratio of 50%:50% respectively and such additional construction shall be developed on the same principles herein contained.

4. IDENTIFICATION OF ALLOCATION OF THE PARTIES:

- 4.1 The identification and demarcation of the location of the Units and Parking Spaces forming parts of the Owners' Allocation and the Developer's Allocation respectively shall be as specified in the Fifth Schedule hereinbelow.
- 4.2 In case, while demarcating and identifying between the parties hereto their respective allocations as aforesaid, the parties agree to keep any area or car parking space unallocated, the same shall belong to the parties jointly and shall accordingly be sold conveyed and transferred jointly and all proceeds realized against sale and transfer of such unallocated saleable area shall be appropriated by the Owners and the Developer in the proportion 50%:50% respectively.
- 4.3 The identified portions of the Project including the Car Parking Spaces allocable to the Owners together with 50% undivided share in the portions, if any, of the Project agreed to be kept joint between the Owners and the Developer as aforesaid and together with the appurtenances thereof, being 50% undivided share in the Common Areas and Installations and in the land of the said property shall belong exclusively and absolutely to the Owners and save the same the entire Project and all Units, parking spaces and other transferable areas therein as also 50% undivided share in the portions, if any, of the Project agreed to be kept joint as aforesaid including the remaining 50% undivided share in the Common Areas and Installations and in the land comprised in the said property shall belong exclusively and absolutely to the Developer.
- 4.4 The super built-up area in respect of all the Units in the Project (including those forming part of the Owners' Allocation) shall be such as be determined by the Developer in consultation with the said Architect for the Project.



- 4.5 The proportionate share in the land comprised in the said property and in the Common Areas and Installations attributable to any Unit shall be determined by taking the ratio of the built-up area of such Unit bears to the total built-up area of all the Units for the time being to contain in the New Building.

5. PREMIUM AMOUNT AND TITLE DEEDS:

- 5.1 The Developer has agreed to pay to the Owner a sum of Rs.20,00,000/- (Rupees twenty lakh) only as a one-time only premium amount in the following manner:
- (a) Rs. 10,00,000/- (Rupees ten lakh) at the execution hereof (the receipt whereof the Owner doth hereby as also by the receipt and memo hereunder written admit and acknowledge); and
 - (b) Rs. 10,00,000/- (Rupees ten lakh) upon sanction of the Building Plan and delivery of possession to the Developer herein.
- 5.2 It is recorded that simultaneously with the execution hereof, the Owner has granted exclusive right to the Developer for development of the said Premises and the Developer shall be entitled to hold the same as exclusive licensee for the purpose of development thereof.
- 5.3 Upon execution of these presents, the Owner shall keep the original title deeds in respect of the said Premises in the custody of Easha Manchanda of 7, Basanta Bose Road, Kolkata-700 026, being the Escrow Lawyer of both the parties until completion of sale and/or transfer of the Saleable Areas in respect of the aforesaid Project. The Developer, however, shall be entitled to have inspection and/or production of such original Title Deeds before the respective authority or authorities, bank or Intending Buyers for their perusal and inspection and in such case the Owner agrees to extend necessary cooperation to the Developer in this regard.
- 5.4 Upon completion of construction of the Building Complex and transfer of all Transferable Areas in entirety and formation of the Association of co-owners thereof, the original title deeds of the said Premises shall be delivered by the Escrow Lawyer to the Association.





6. **OBLIGATIONS OF THE OWNER:**

- 6.1 **Ensure Continuing Marketability:** The Owner shall ensure that it will keep its title to the said Premises free from all encumbrances and liabilities whatsoever till completion of the Project.
- 6.2 **Payment of arrears, if any:** The Owners shall within 30 days from the date hereof pay and clear all arrear municipal and other rates and taxes (including any interest or penalty applicable thereon) in respect of the said property.
- 6.3 **Encumbrance or Liability Found:** Notwithstanding the aforesaid, in case any encumbrance, defect or deficiency in title is found to be affecting the said Premises or any part thereof or any person claims title to the said Premises or any part thereof, the Owner shall remove and cure the same at its own costs and expenses promptly and within 30 days of receiving a notice from the Developer and shall keep the Developer and the Intending Buyers saved harmless and indemnified from any losses, damages, costs, claims, demands, actions and proceedings in this regard.

7. **CONSTRUCTION AND DEVELOPMENT OF THE BUILDING COMPLEX BY THE DEVELOPER:**

- 7.1 **Survey & Soil Testing:** The Developer shall at its own costs and expense carry out necessary survey and soil testing and other preparatory works in respect of the development of the said Premises.
- 7.2 **Modification of Building Plan:** The Developer shall be entitled to make such modifications, additions or alterations to the sanctioned Building Plan as may be required in terms of the market trend in accordance with law and all costs, charges and expenses that may be required for the same shall be borne and paid by the Developer. The Owner shall render all assistance and co-operation to the Developer and sign execute and submit and deliver sanctioned Building Plan, specifications, undertakings, declarations, papers, documents, permissions, clearances, certificates, etc., as may be required by the Developer.
- (i) One set of the finally modified and/or altered sanctioned Building Plan shall be handed over by the Developer to the Owner upon sanction thereof. The Owner shall be entitled to inspect the original of the same at any time.




- 7.2 **Demolition of Existing Structures:** The Developer shall be entitled to demolish or cause to be demolished the existing building and/or structures standing respectively thereon. All salvage materials/value shall accrue to the Owner. The Developer shall monitor and supervise the demolition of all existing structures within the agreed timelines with the Contractor and the Owner shall in no way be responsible for the same
- 7.3 **Approvals for Development:** The Developer shall, at its own costs and expenses, apply for and obtain all other permissions, clearances, no objection certificates and other approvals in the name of the Owner, as may be required for carrying out development of the Building Complex.
- 7.4 **Construction:** The Developer shall, at its own costs and expenses, construct and build the Building Complex (including the Common Areas and Installations) as per the Specifications mutually agreed between the Parties and mentioned in the **Second Schedule** hereunder written and upon due compliance of the Building Plan and laws affecting the same as it may be advised by its Architects or directed by the Kolkata Municipal Corporation or other authorities. In the Building Complex, the Developer shall provide all necessary Common Areas and Installations.
- (a) The Developer shall be in the control, management and supervision of all construction and development activities at the said Premises from the date hereof.
- (b) At all times during the construction of the Building Complex, the Owner and/or its authorized agents will be at liberty to view the progress thereof.
- 7.5 **Construction Team:** The Architects and the entire team of people required for planning and construction of the Building Complex shall be such persons as may be selected by the Developer. All persons employed by the Developer for the purpose of construction such as architects, contractors, labourers, care-takers, etc., shall be the persons under appointment from and/or employees of the Developer and the Owner shall not in any way be liable or responsible for their salaries, wages, remuneration etc., or their acts in any manner whatsoever and shall have no responsibility towards them or any of them and all the responsibilities in that behalf shall be of the Developer.




7.6 **Utilities required for construction and use of the Building Complex:**

The Developer shall be entitled to apply for and obtain temporary and/or permanent connections of water, electricity, drainage, sewerage and/or other utilities inputs and facilities from the appropriate authorities required for development of the Building Complex, at its own cost. Without affecting its entitlement as aforesaid, the Developer shall be entitled to use the existing connections of water, electricity, drainage, sewerage and/or other utilities inputs and facilities at the said Premises and costs for user of such existing utilities and facilities shall be a part of cost of development of the Building Complex and be paid by the Developer.

7.7 **General Authority:** The Developer shall be authorized and empowered in the name of the Owner to apply for and obtain all permissions, approvals and clearances from any authority whether local, state or central for the construction of the Building Complex and also to sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the appropriate authorities from time to time for making constructions, reconstructions, modifications, additions and/or alterations in or for the Building Complex or any portion thereof and/or for obtaining any utilities and permissions and/or doing all acts deeds and things in compliance of the Building Plan and laws affecting the same as they may be advised by their Architects or directed by the Kolkata Municipal Corporation or other authorities.

7.8 **Time for Completion of Construction:** Subject to force majeure and subject to the Owners not being in default in compliance of their obligations hereunder, the Developer shall construct the New Building and by a written notice, offer the Owners to take possession of the Owners' Allocation in terms of clause 4.1 hereinabove within 24 (Twenty four) months from the date of execution hereof subject to delivery of vacant peaceful possession of the said Premises to the Developer to commence construction thereon and in case the Developer fails to complete the construction of the New Building within the aforesaid stipulated time then in such case the said period shall be extended for a further period of 06 (six) months.

- (a) **"Force Majeure"** shall mean delays or obstruction or interference whatsoever in completion of the Building Complex at the said Premises, or in compliance of any obligation of the Developer hereunder or arising out herefrom, due to pandemic, epidemic, fire, earthquake, storm, lightning, flood, riots, civil commotion and




disturbances, insurgency, state or central government order/s, enemy action or war or such other unforeseen natural calamities or Act of God; or non-availability of essential building materials or labour; or due to any injunctions/orders of any government, municipality and other authorities restraining the construction of the New Building at the said Premises or any part thereof; or any activity beyond the control of the Developer.

8. TRANSFER OF SALEABLE AREAS:

- 8.1 The Owner and the Developer shall be entitled to deal with and dispose of their respective areas at such price/consideration as they may deem fit and proper.
- 8.2 The Owner shall have the right to sell, lease, let out, gift, assign or otherwise transfer the said Owners' Allocation together with 50% undivided share in the said property or any portion or portions thereof as may be deemed fit by the Owners on such terms and conditions and at such consideration as the Owners may deem fit and proper. Similarly, the Developer shall have the right to sell, lease, let out, gift, assign or otherwise transfer the Developer's Allocation together with 50% undivided share in the said property or any portion or portions thereof as may be deemed fit by the Developer on such terms and conditions and at such consideration as the Developer may deem fit and proper.
- 8.3 With effect from the date of identification of their respective allocations, both the Owner and the Developer shall without requiring any consent of the other, be at liberty to negotiate with the prospective buyers of their respective Areas and enter into agreements or contracts for sale or otherwise transfer of their respective Areas (i.e., any unit, car parking space with undivided shares in the land and common areas and installations etc.,) at and for such consideration and on such terms and conditions as they respectively deem fit and proper and neither the Owners nor the Developer shall be entitled to interfere with or raise any question or objection to the acts deeds and things done by the other to their benefit and interest with regard thereto and shall have no concern therewith. It is however expressly made clear as follows:
 - (a) That neither party shall make any commitment or enter upon any term which is or may be repugnant to or contrary to those contained or otherwise affects or prejudices the scope of the respective rights and obligations of the parties hereto hereunder;




- (b) The Owner does hereby also accord her consent and authorization to the Developer to enter into the agreements and contracts with the prospective buyers in respect of the Developer's Allocation without making the Owner a party thereto and the Developer doth hereby also accord their consent and authorization to the Owner to enter into the agreements and contracts with the prospective buyers in respect of the Owners' Allocation without making the Developer a party thereto;
- (c) If so required by the Developer, the Owners shall, notwithstanding the consent and authorization under sub-clause (b) immediately preceding and without claiming any additional consideration or money, join in as party to all such agreements and contracts agreeing and confirming, inter alia, thereunder to convey or transfer the Developer's 50% share in the land of the said property (or part share thereof) to the prospective buyers of the Developer's Allocation and further that the Owners would execute and register the Deed/s of Conveyance, Deed/s of Lease or other documents of transfer in respect of the said share in the said property (or part share thereof).
- (d) If so required by the Owners, the Developer shall, notwithstanding the consent and authorization under sub-clause (b) hereinabove and without claiming any additional consideration or money, join in as party to all such agreements and contracts to confirm the same and further that the Developer shall, if so required by the Owner, execute and register the Deed/s of Conveyance, Deed/s of Lease or other documents of transfer in respect of the Owners' Allocation to confirm the same.
- (e) Neither party shall be entitled to let out, deal with, transfer or part with possession of their respective parking space or portion of roof to any person who is not owning any Unit in the New Building.
- (f) The Developer shall not be entitled to part with possession of any part of its Areas to any buyer/transferee thereof or to execute or make the Owners liable to execute any deed of conveyance thereof until delivery to the Owners of the Units comprised in the Owner's Allocation and identified to belong to the Owner in the manner mentioned herein but this shall not disentitle the Developer or the Owners to carry out or allow any transferee of any Unit forming part



of their respective Areas to carry out furnishings, fit outs and such other works therein which they themselves or such transferee himself desires to do of his choice.

- 8.4 The sale of the Saleable Areas (including the land comprised in the said Premises or any share thereof as being property appurtenant to any Saleable Area) in favour of Intending Buyers or otherwise shall be free from all encumbrances whatsoever created made done or suffered by the Owner or the Developer and any claim, liability or encumbrance (not being any encumbrance created pursuant to any Intending Buyer taking housing loan) if so found to be affecting such Saleable Area shall be promptly and diligently cleared by the Party responsible for the same.
- 8.5 All amounts and consideration receivable by the Developer under such agreements and contracts in respect of the Developer's Allocation (including the Developer's undivided share in the land comprised in the said property and in the common areas and installations) shall be to the account of and shall be received realised and appropriated by and to the benefit of the Developer exclusively and the Owners shall have no concern therewith and similarly all amounts and consideration receivable by the Owners under such agreements and contracts in respect of the Owner's Allocation (including the Owner's undivided share in the land comprised in the said property and in the common areas and installations) shall be to the account of and shall be received realised and appropriated by the Owners exclusively and the Developer shall have no concern therewith.
- 8.6 All agreements, deeds of sale/transfer of Saleable Areas and documents otherwise relating to the Project shall be such as be drafted by the Project Advocates.
- 8.7 Within 07 (seven) days of execution of any agreement for sale and/or deed of sale/transfer in respect of any portion of the Saleable Areas with any Intending Buyer, the Developer shall send a copy of the same to the Owner for their perusal and record.

9. EXTRAS, DEPOSITS AND GST:

- 9.1 **Extras:** In addition to the consideration, the Developer shall be entitled to charge from the Intending Buyers of the Saleable Areas in the Building Complex certain expenses concerning the Project mentioned under the heading 'Extras' in the **THIRD SCHEDULE** hereunder written.




- 9.2 **Deposits:** The Developer shall also be entitled to take deposits on certain heads to secure the obligations and liabilities of the Intending Buyers (including from the Owner to the extent of its portion or share in the Building Complex), mentioned under the heading "Deposits" in the **THIRD SCHEDULE** hereunder written.
- 9.3 **GST:** The Goods and Services Tax ('GST') charged from the Intending Buyers shall be transferred in a separate bank account to be operated by the Developer to meet the payments on account of GST. In case any other tax, levy or imposition by any name called is introduced or becomes chargeable from the Intending Buyers in addition to GST then the same shall also be transferred to such separate account. The Developer shall make timely payment of GST and other taxes collected from the Intending Buyers to the concerned authority.
- 9.4 Notwithstanding anything to the contrary contained herein, it is expressly agreed that any amount received from the Intending Buyers on account of Extras, Deposits, GST and the like amounts, shall be appropriated by the Developer to its own account in its entirety and the Developer shall be free to account for the same separately and not keep such amounts in the Project Bank Account.

10. POWERS OF ATTORNEY:

- 10.1 The Owner shall simultaneously with the execution hereof execute and/or register one or more Powers of Attorney in favour of the Developer namely Regent Services Pvt. Ltd. having its registered office at Mansarowar Building, 3B, Camac Street, Police Station - Shakespeare Sarani, Post Office - Park Street, Kolkata-700016 presently represented by its Director Mr. Kingshuk Majumdar, son of Late Sukhendu Majumdar, granting all necessary powers and authorities to implement and effectuate this agreement and any other agreements entered between the Parties in connection with the Building Complex or the said Premises including for the development of the Building Complex and commercial exploitation of the Saleable Areas, modification and/or alteration of the sanctioned Building Plan, construction of the Building Complex, sale and transfer of proportionate share in the land comprised in the said Premises, the Owner's share right title and interest of and in the Saleable Areas and also otherwise under this agreement and agree not to revoke or cancel the same during

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the subsistence of this Agreement. If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned herein, the Owner shall grant the same to the Developer and/or its nominees at the latter's costs and expenses and agrees not to revoke the same also during the subsistence of this Agreement.

- 10.2 While exercising the powers and authorities under the Power or Powers of Attorney to be granted by the Owner in terms hereof, the Developer shall not do any such act, deed, matter or thing which would in any way infringe the rights of the Owner and/or go against the spirit of this agreement and if it does so whereby the Owner suffers any losses damages costs demands claims or proceedings, the Developer shall indemnify and keep the Owners fully saved harmless and indemnified in respect thereof. It is however clarified that nothing contained in the Power or Powers of Attorney to be so granted shall in any way absolve the Owners from complying with their obligations hereunder nor from compensating the Developer against any loss or damage, if any, that may be suffered by the Developer owing to delay or default in such compliance of their obligations.
- 10.3 It is understood that in order to facilitate the construction of the Project by the Developer and for obtaining necessary connections and utilities therein or therefor, various acts deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owner and various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein. The Owner hereby undertakes to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owner shall execute any such additional Power of Attorney and/or authorization as may be reasonably required by the Developer for the purpose and the Owner also undertakes to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.
- 10.4 The said power or powers of attorney to be so granted by the Owner to the Developer and/or its nominated persons shall form a part of this agreement and remain irrevocable.



11. COMMON PURPOSES:

- 11.1 As a matter of necessity the Owner and the Developer and all Intending Buyers deriving right title or interest from them shall in occupying, using and enjoying their respective areas would be bound and obliged to observe fulfill and perform the rules regulations obligations covenants and restrictions from time to time put in force by the Developer for the quiet and peaceful use enjoyment and management of the Building Complex and in particular the Common Areas and Installation and to pay, regularly and punctually, municipal and other rates and taxes, water tax, electricity charges (including minimum guarantee charges, if any), and all other taxes, impositions, levies, fees, cess, betterment fees or development charges, statutory liabilities under any statute rules and regulations and other outgoings whether existing or as may be imposed or levied or enhanced at any time in future on or in respect of their respective areas in the Building Complex and also to pay proportionate share of the common expenses and monthly maintenance charges, generator operation charges etc., at such rate as be determined by the Developer for the Building Complex.
- 11.2 The Developer shall form an Association of the persons who have purchased Units in the Building Complex for the management and maintenance of the Building Complex and rendition of common services in common to all the Owners and occupiers thereof and dealing with matters of common interest and until such time as such Association is formed, the Developer or its nominee shall look after such activities.

12. OWNER'S COVENANTS:

- 12.1 The Owner doth hereby agree and covenant with the Developer to:
- (a) Render all assistance and co-operation to the Developer for all or any of the purposes contained in this agreement and not to cause any interference or hindrance in the construction of the Building Complex at the said Premises by the Developer and/or sale of the Saleable Areas and not to do any act deed or thing whereby any right of the Developer hereunder may be affected or the Developer is prevented from making or proceeding with the Project.
 - (b) Not to disturb the Developer in their possession of the said property upon the Owner delivering the same.





(c) notwithstanding any act deed matter or thing by the Owner, done omitted executed or knowingly permitted or suffered to the contrary, the Owner is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property and has good right full power and absolute authority and indefeasible title to enter upon this agreement and agrees to grant sell convey transfer assign and assure the properties benefits and rights hereby agreed to be granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Developer in the manner aforesaid according to the true intent and meaning of these presents.

12.2 Each and every representation made by the Owner hereinabove are all true and correct and the Owner agree and covenant to perform each and every obligation and the failure in such performance shall amount to breach and default of the terms and conditions of this agreement by the Owner.

12.3 The Owner doth hereby further agree and covenant with the Developer not to let out, grant lease/license, mortgage, charge, sell, transfer, alienate or otherwise encumber or part with possession of or create any interest of a third party into or upon the said Premises or any part or portion thereof or any construction thereon as from the date hereof save only in accordance with the terms and conditions hereof.

12.4 For all or any of the purposes contained in this agreement, the Owner shall render all assistance and co-operation to the Developer and sign execute and submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time.

13. DEVELOPER'S COVENANTS :

A) The Developer doth hereby agree and covenant with the Owner to render all assistance and co-operation to the Owner and shall perform all its functions and discharge all its duties as mentioned in the respective clauses of these presents.

B) Each and every representation made by the Developer hereinabove are all true and correct and the Developer agrees and covenants to perform each and every obligation and the failure in such performance shall amount to breach and default of the terms and conditions of this agreement by the Developer.




14. DEFAULTS:

- 14.1 In case the Owner fails to make out a marketable title or commits any delay or default in removing/curing the encumbrance/defect/deficiency in the manner or within the period contained herein, then without prejudice to the other rights and remedies of the Developer as contained hereinbelow, the Developer shall be entitled to take all or any of the following recourses in any priority or order as the Developer shall deem fit and proper:
- (a) To cancel this agreement;
 - (b) To itself try and attempt to remove/cure such encumbrance/ defect/ deficiency at the cost of the Owners and by paying such amounts and in such manner and on such terms and conditions as the Developer may deem fit and proper;
 - (c) To sue the Owner for specific performance of the contract and/or damages.
- 14.2 In case the Developer complies with and/or is ready and willing to comply with its obligations herein contained and the Owner fails and/or neglects to comply with any of their obligations hereunder within the stipulated period or in the manner stipulated, then in such event the Developer shall, without prejudice to their other rights and remedies hereunder or under law (including to cancel this agreement), have the right to sue the Owner for specific performance of this contract and/or damages.
- 14.3 If in exercise of its rights under clause 13.1 or 13.2 hereinabove, the Developer cancels this agreement, the Owner shall refund all amounts paid by the Developer to her together with all costs that may have been incurred by the Developer in or in anyway relating to the said property in pursuance hereof and together with interest @18% per annum.
- 14.4 In case the Owner complies with and/or are ready and willing to carry out her obligations as stated herein and the Developer fails and/or neglects to comply with its obligations hereunder, the Owner shall give a written notice to the Developer to remedy the default within 60 days of such notice and in case the Developer fail to remedy the default within such 60 days notice period, the Owner shall be entitled to sue the Developer for specific performance of the contract and/or damages.

[Handwritten signatures]

- 14.5 If at any time hereafter if it shall appear that any of the parties hereto has failed and/or neglected to carry out their obligations under this agreement or to extend full co-operation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by them from the defaulting party without prejudice to their other rights hereunder.
- 14.6 Neither party hereto can unilaterally cancel or rescind this agreement at any time unless such party is entitled to do so by express terms of this agreement contained elsewhere herein upon default of the other party.
- 14.7 Without prejudice to the other provisions hereof, the Owner specifically agrees and accepts that in case of a default by the Owners, remedy in damages may not be a sufficient remedy to the Developer and the Developer shall be well and truly entitled to seek and obtain the remedy of specific performance of the contract against the Owner.

15. INDEMNITY:

- 15.1 Both the parties shall indemnify and keep the other party fully saved harmless and indemnified from and against all or any possible loss damage cost claim demand action prosecution penalty or proceeding that they or any of them may suffer or incur owing to any default or negligence of the other in carrying out their respective obligations in terms of this Agreement.

16. MISCELLANEOUS:

- 16.1 All municipal rates taxes and other outgoings payable in respect of the said Premises up to the date of execution hereof shall be paid borne and discharged by the Owner. All such taxes and outgoings accruing in respect of the said Premises from the date of execution hereof till the date of the Intending Buyers of the Saleable Areas becoming liable for payment of the same shall be borne and paid by the Owner and the Developer equally. Further, with effect from the date of completion certificate being issued in respect of the Building Complex, the Parties shall respectively bear all such municipal rates taxes and other outgoings in respect of their share in their allocated separate areas, as the case may be, independently.
- 16.2 The Intending Buyers shall be entitled to take housing loans from any Banks or Financial Institutions for the purpose of payment of the price/ consideration, extras and deposits and/or stamp duty, registration fees etc. payable by them in respect of their respective Saleable Areas.

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- 16.3 The Owner doth hereby agree and permit the Developer to obtain finance, if any, as may be required by the Developer in respect of development of the said Premises from Banks and/or the Financial Institutions by mortgaging and charging upto 50% of the Saleable Areas only. It is expressly clarified that 50% of the Saleable Areas shall not be mortgaged or charged in any manner and the Owner shall not be nor be made liable for repayment of the loans or any consequence of default in such repayment. In case owing to any loans or finances obtained by the Developer, the Owner 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 such loan or liability whatsoever, the Developer shall indemnify and keep the Owner saved harmless and indemnified in respect thereof.
- 16.4 The area of all the Units in the Building Complex, shall be such as be determined by the Architects.
- 16.5 Each party represents and warrants that it has the full right and authority to enter into this Agreement. Each party represents and warrants that it has and covenants that it shall continue to have full right and authority to perform its obligations hereunder. The signatories of each party represent and warrant that they have full right and authority to execute this Agreement on behalf of each such party.
- 16.6 If any of the provisions of this Agreement is held or found to be unenforceable, illegal or void, all other provisions will nevertheless continue to remain in full force and effect. The parties shall nevertheless be bound to negotiate and settle a further provision to this Agreement in place of the provision which is held or found to be unenforceable, illegal or void, to give effect to the original intention of the parties and which would be enforceable, legal and valid.
- 16.7 The failure of either party to insist upon a strict performance of any of the terms or provisions of the Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.



- 16.8 This instrument constitutes the entire agreement between the parties as to the said Premises and/or the subject matter hereof and supersedes all previous writings, if any, with respect thereto.
- 16.9 No modification or amendment to this Agreement shall be valid or binding unless made in writing and duly executed by the Parties.
- 16.10 This Agreement has been executed in two counterparts, each of which shall be deemed to be an original and both counterparts shall together constitute one and the same instrument.
17. **NOTICE:** Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by registered post/speed post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.
18. **ADJUDICATION OF DISPUTES:** In the event of any disputes or differences between the Parties hereto concerning or arising out of this Agreement, the Parties shall try to resolve the same amicably through mutual discussions, negotiations, mediation by common friends, failing which the Parties shall refer the disputes for arbitration. In the case of Arbitration, the Parties shall first mutually try to appoint one sole arbitrator, failing which one Arbitrator each will be nominated by each Party, and the two nominated arbitrators shall appoint a Referee. Any process of arbitration shall be conducted under the Arbitration and Conciliation Act, 1996, as amended from time to time. The decision of the Arbitral Tribunal, as the case may be, will be final and binding on both Parties. The arbitration shall be held at Kolkata and in English language.
19. **JURISDICTION:** Only the Hon'ble High Court at Calcutta and the Courts within the District of South 24 Parganas having territorial jurisdiction over the said Premises shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.




THE FIRST SCHEDULE HEREINABOVE REFERRED TO:
(said Premises)

ALL THAT piece or parcel of land containing an area of 4.50 Cottahs more or less situate lying at and being Premises No. 3, Haraprasad Sastri Sarani, (formerly 28/SD Block No. B of the New Alipore Development Scheme No. XV) Kolkata, Pin code – 700053, under Police Station New Alipore, within Ward No. 081, of the Kolkata Municipal Corporation in the District of South 24 Parganas and delineated in the plan annexed hereto duly bordered thereon in "Blue" and butted and bounded as follows:-

On the **North** : By Premises No. 26/B, H.P.S Sarani;
On the **South** : By 12 mtr. Wide Road being H.P.S. Sarani;
On the **East** : By Premises No. 26/S, H.P.S Sarani;
On the **West** : By Premises 23A/28SC, H.P.S Sarani.

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

Be It Mentioned That the total built up area of the building shed and structures at the said Premises is 3000 Square feet more or less.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO :
(SPECIFICATIONS)

➤ **RCC Framed Structure**

➤ **Wall Finish**

Interior: AAC Blocks (200 mm & 100 mm) Brickwork with Putty.

Exterior: High quality waterproof acrylic based paint

➤ **Flooring**

Living, Dining & Bedrooms Double charged vitrified tiles of size 2' X 2'

➤ **Kitchen**

Flooring: Antiskid Tiles

Platform: Granite

Stainless Steel Sink

Dado of Ceramic Tiles upto 2ft ht. above the Counter/Platform

Electrical point for Refrigerator, Microwave & Exhaust fan

Provision for Exhaust Cutout in Window

Plumbing Provision for Hot/Cold Water Line

➤ **Toilets**

Flooring: Antiskid Tiles in Floor

Walls: Standard Ceramic Tiles on the Walls upto Door Height

Res

Dr. M. K. S.

White Sanitary Ware of Cera or equivalent make

CP Fittings of Cera or equivalent make

Electrical point for Geyser & Exhaust Fan

Plumbing provisions for Hot/Cold Water Line using UPVC/ CPVC Pipes

➤ **Stairs & Lobbies**

Lobbies: Typical Floor-Stone

Ground Floor-Stone

Stairs: Kota Stone Flooring

➤ **Doors**

Door Frame: Made of Seasoned & Treated Wood

Door: Flush Door

Fittings- Godrej or equivalent make

➤ **Windows**

Windows: Aluminium Anodised (15 micron) Sliding Windows with clear 5mm glass

➤ **Electricals**

Necessary Electrical Points/Switch Boards in all Bedrooms, Living/Dining, Kitchen, Toilets

Cable TV, Internet & Telephone in Living & Master Bedroom

Concealed Copper Wiring with D.B. Box of Legrand, Havells or equivalent make

Door Bell Point at the Main Entrance

Modular Switches of Legrand, Havells or equivalent make

AC points in Living & Master Bedroom

➤ **Common Lighting**

Overhead Illumination for Compound

Necessary Illumination in all Lobbies, Staircases & Common Areas

➤ **Lift**

Kone/OTIS/Equivalent

➤ **Car Park Area & Driveway**

Driveway Tiles

➤ **Fabrication**

S.S. Railing (304 grade) Staircase and Balconies

M.S. Gate

➤ **Security System**

CCTV on Common Areas

Intercom System

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THE THIRD SCHEDULE HEREINABOVE REFERRED TO :
(EXTRAS AND DEPOSITS)

EXTRAS shall include:

- (a) the full costs charges and expenses for making by the Developer any additions or alterations and/or for providing at the request of the Intending Buyer any additional facility and/or utility in or relating to the any Unit or Saleable Areas in excess of the standard specifications agreed to be provided for the Project;
- (b) all costs charges and expenses for providing any facility or utility or for any installation or amenity, common or otherwise, in addition or up-gradation to those planned to be provided by the Developer.
- (c) fees, costs, charges and expenses (including service charges and like) for obtaining electricity connection and electricity line in or for the said Premises (including HT or LT supply, Transformer, Switch gear, cable trench, Sub Station and the like) payable to electricity service provider for electric meter;
- (d) Security deposit and all additional amounts or increases thereof payable to the CESC Limited or other electricity service provider for electricity connection at the Building Complex.
- (e) fees, costs, charges and expenses for installing one or more generators and like other power backup apparatus and all their accessories for the building complex;
- (f) Cost of formation of service maintenance company/society/association;
- (g) GST and like taxes on the aforesaid Extras;
- (h) Such other amounts as the Developer may charge as extra.

DEPOSITS (which shall be interest free) shall include:

- (a) Deposit on account of maintenance charges, common expenses, municipal rates and taxes, etc.;
- (b) Deposit on account of Sinking Fund;
- (c) Such other amounts as the Developer may take as deposit.

(Note: The unadjusted Deposit Amounts only shall be transferred to the Association to be formed for the Common Purposes)

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THE FOURTH SCHEDULE HEREINABOVE REFERRED TO:
(DEVOLUTION OF TITLE TO THE SAID PREMISES)

- A. The Commissioners for the Port Calcutta were at all material times absolutely entitled to amongst other lands a plot of land measuring about 578 bighas 9 cottahs 5 chittacks 14 sq.ft. in Shahpur being a portion of Port Commissioners' surplus land lying between Diamond Harbour Road and Tolly's Nullah within the Municipal limits of the Corporation of Calcutta.
- B. By an Indenture of Conveyance dated 5th March, 1942 made between the said Commissioners for Port of Calcutta as Vendor therein and Hindusthan Co-Operative Insurance Society Limited among others as Purchaser therein and registered in Book I Volume 30 Pages 129 to 136 being no. 708 for the year 1942 by the District Sub-Registrar of Alipore, the said Commissioners for Port of Calcutta for the consideration therein mentioned granted sold conveyed and transferred unto and in favor of the said Hindusthan Co-Operative Insurance Society Limited among others, the said lands measuring 578 bighas 9 cottahs 5 chittacks 14 sq.ft. in Shahpur being a portion of Port Commissioners' surplus land lying between Diamond Harbour Road and Tolly's Nullah within the Municipal limits of the Corporation of Calcutta, absolutely and forever.
- C. The Hindusthan Co-Operative Insurance Society Limited thereafter leveled the said lands, opened out roads and formed small plots or sites of land suitable for residential purposes under a scheme known as its New Alipore Development Scheme No. XV ('the said Scheme'), offering for sale various plots, including the said Premises.
- D. By an Agreement for Sale dated 30th December, 1947 made between Hindusthan Co-Operative Insurance Society Limited as the Vendor therein and Hindustan Building Society Limited as the Purchaser therein, the Vendor therein agreed to sell to the Purchaser therein or the nominee/s of the Purchaser therein all that the entire piece of land, heritaments and premises consisting of contiguous plots and sites collectively described and delineated therein as Blocks A, B, E and F AND Plot No. 42 of Block "C" of the said Scheme containing an area of 80 bighas more or less in the Key Plan annexed thereto. Hindustan Building Society Limited also had the right to sell the lands comprised in the said Agreement dated 30th December, 1947 in plots and Hindusthan Co-Operative Insurance Society Limited agreed to convey, execute, register the conveyances in respect of such plot or plots as the confirming party from time to time on receipt of the proportionate price thereof.

- E. Upon the enactment of the Life Insurance Corporation Act, 1956, all assets and liabilities of the Hindusthan Cooperative Insurance Society Limited, including the subject premises, vested in the Life Insurance Corporation of India.
- F. The Hindustan Building Society Limited approached the Life Insurance Corporation of India to sell the said Premises to Mrs. Sipra Sen Gupta and by an Indenture of Conveyance dated 9th December, 1970, registered in Book No. I, Volume 112, Pages 281 to 288, being No. 5436 for the year 1970 at the Office of the District Sub-Registrar of Alipore, the Life Insurance Corporation of India as Vendor therein and Hindustan Building Society Limited as Confirming Party therein, for the consideration therein mentioned granted sold conveyed and transferred unto and in favor of Mrs. Sipra Sen Gupta as the Purchaser therein, the piece or parcel of land containing an area of 4.50 Cottahs more or less situate lying at and being Premises No. 28/SD, Block B, New Alipore, Kolkata, Pin code – 700053 (the said Premises herein) as part of the New Alipore Development Scheme No. XV.
- G. Accordingly, Mrs. Sipra Sen Gupta became the sole and absolute Owner of the said Premises. Her husband Dr. Ashoke Sen Gupta passed away on 19th December, 1997. On 16th December, 2019, Mrs. Sipra Sen Gupta died intestate leaving behind her married daughter Mrs. Aparajita Moitra as her sole heir according to the Hindu Succession Act, 1956.
- H. In the premises, Mrs. Aparajita Moitra the Owner hereto, became the full and absolute owner of the said Premises.



THE FIFTH SCHEDULE HEREINABOVE REFERRED TO:
(OWNER'S AND DEVELOPER'S ALLOCATION)

A. The Developer, subject to the terms of this Development Agreement and as part of the Developer's allocation, is hereby allocated and shall be entitled to the following Units in the New Building as per the building plan to be sanctioned together with proportionate undivided share in the Common Areas and Installation and the land comprised in the said Premises as their retained units:

1. Unit No. 1 (Entire first floor) together with One Servant's Quarter and parking space for One Medium Sized Motor Car both at Ground Floor of the New Building as per the building plan to be sanctioned;
2. Unit No. 4 (Entire fourth floor) together with One Servant's Quarter and parking space for One Medium Sized Motor Car both at Ground Floor of the New Building as per the building plan to be sanctioned;

B. The Owner, subject to the terms of this Development Agreement and as part of the Owner's allocation, is hereby allocated and shall be entitled to the following Units in the New Building along with proposed car parking spaces as per the building plan to be sanctioned together with proportionate undivided share in the Common Areas and Installation and the land comprised in the said Premises as their retained units:

1. Unit No. 2 (Entire Second floor) together with One Servant's Quarter and parking space for One Medium Sized Motor Car both at Ground Floor of the New Building as per the building plan to be sanctioned;
2. Unit No. 3 (Entire Third floor) together with One Servant's Quarter and parking space for One Medium Sized Motor Car both at Ground Floor of the New Building as per the building plan to be sanctioned;





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

EXECUTED AND DELIVERED on behalf of the withinmentioned **OWNER**, at Kolkata in the presence of:

Aparajita

1) *Saint Pierre*

2) *[Signature]*

Flat 307-M. Mayfair Residency
Madindahar
Kolkata 700107

EXECUTED AND DELIVERED on behalf the withinmentioned **DEVELOPER**, by its Director, Mr. Kingshuk Majumdar pursuant to the Board Resolution passed on 26th November, 2024 at Kolkata in the presence of:

For REGENT SERVICES PRIVATE LIMITED

[Signature]
Director / Authorised Signatory

1) *Saint Pierre*
38 Camac Street
Kol-16

2) *[Signature]*

Drafted by me:-

Easha Manchanda
Easha Manchanda, Advocate
High Court, Calcutta
Regn. No. : D/7845/2018

RECEIPT AND MEMO:

RECEIVED from the withinnamed Developer the within-mentioned sum of Rs.10,00,000/- (Rupees ten lakhs) only being part payment towards the premium payable under these presents as follows:

Sl. No.	By or out of RTGS/ Cheque Number	Date	Bank	Amount (in Rs.)
1.	RTGS	02-12-2024	ICICI Bank	9,90,000/-
TDS @1%				10,000/-
Total:				<u>Rs.10,00,000/-</u>

(Rupees ten lakhs) only



(Owner)

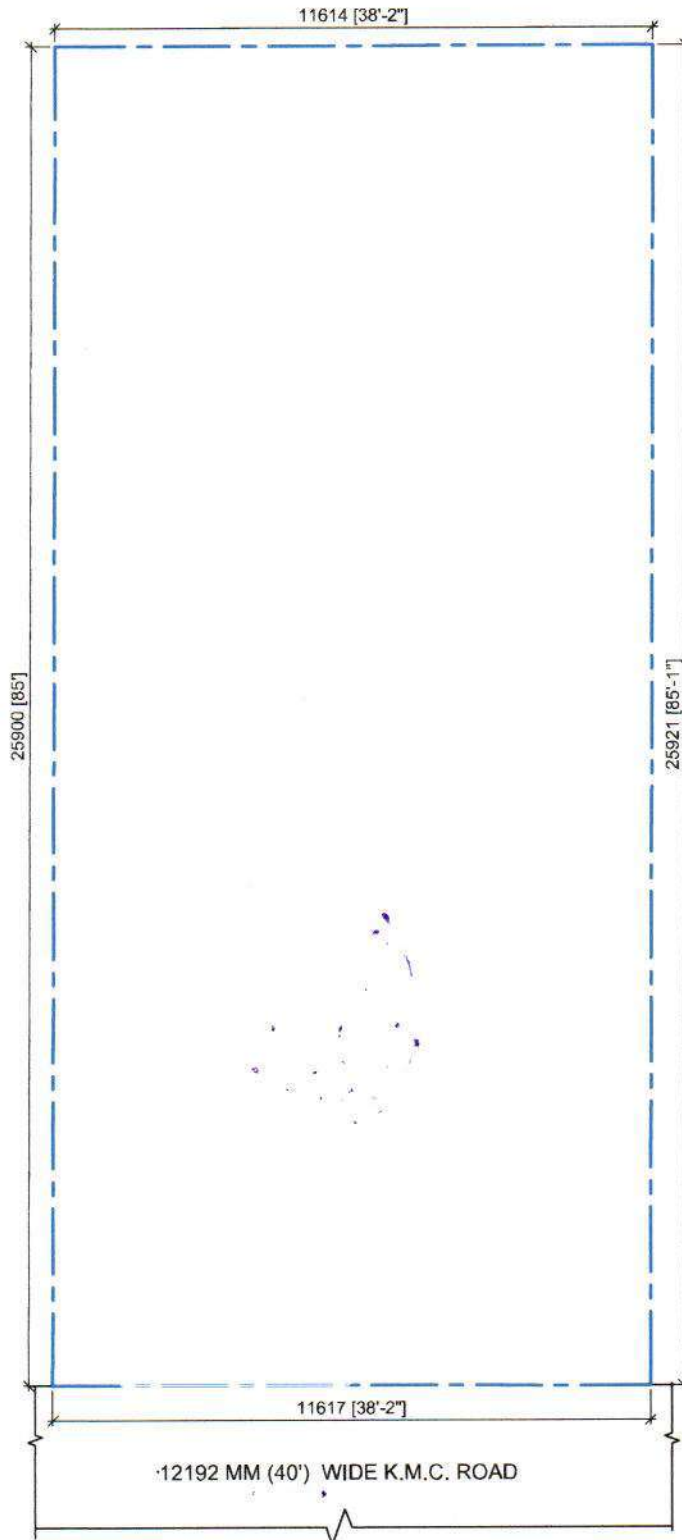
Witnesses:

1) 

2) 

PLAN OF PREMISES NO. 3, HARAPRASAD SASTRI SARANI (FORMERLY 28/SD, BLOCK NO.B OF THE NEW ALIPORE DEVELOPMENT SCHEME NO.XV) KOLKATA-700053. P.S. NEW ALIPORE, WARD NO. 081 UNDER KOLKATA MUNICIPAL CORPORATION
AREA OF LAND: 4.50 COTTAH
AREA OF EXISTING STRUCTURE : 3000SQ.FT.(APPROX.).

NORTH



Aparajita

For REGENT SERVICES PRIVATE LIMITED

[Signature]

Director / Authorised Signatory



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Left hand					
Right hand					

Name APARAJITA MOITRA

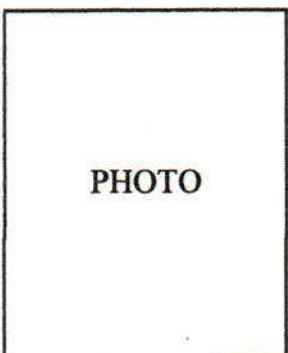
Signature Aparajita Moitra



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Left hand					
Right hand					

Name KINGSHUK MATUMDAR

Signature Kingshuk Matumdar



	Thumb	1st finger	middle finger	ring finger	small finger
Left hand					
Right hand					

Name

Signature



Government of West Bengal
Directorate of Registration & Stamp Revenue
e-Assessment Slip

Query No / Year	2003032784/2024	Office where deed will be registered
Query Date	29/11/2024 6:34:22 PM	Deed can be registered in any of the offices mentioned on Note: 11
Applicant Name, Address & Other Details	Saikat Pramanick 3B, Camac Street, Thana : Shakespeare Sarani, District : Kolkata, WEST BENGAL, PIN - 700016, Mobile No. : 9038163519, Status : Solicitor firm	
Transaction	Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement	[4308] Agreement [No of Agreement : 2], [4311] Receipt [Rs : 20,00,000/-]	
Set Forth value	Market Value	
	Rs. 2,94,18,752/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 40,021/- (Article:48(g))	Rs. 20,021/- (Article:E, E, B)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
Remarks		

Land Details :

District: South 24-Parganas, Thana: New Alipore, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Haraprasad Shastri Sarani, , Premises No: 3, , Ward No: 081, Pin Code : 700053

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 :-)		Bastu		4.5 Katha		2,79,00,002/-	Property is on Road
Grand Total :					7.425Dec	0/-	279,00,002/-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	3000 Sq Ft.	0/-	15,18,750/-	Structure Type: Structure
Gr. Floor, Area of floor : 1800 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 1200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		3000 sq ft	0/-	15,18,750/-	



Query No: 2003032784 of 2024, Printed On : Dec 2 2024 10:20AM, Generated from wbregistration.gov.in

Land Lord Details :

SI No	Name & address	Status	Execution Admission Details :
1	Ms Aparajita Moitra Wife of Mr Deborshi Moitra, Mayfair Residency, Flat No: H-301 3rd Floor, 1270, Madhurdah, City:- , P.O:- EKTP, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, Date of Birth:XX-XX-1XX7, PAN No. ALxxxxxx2A, Aadhaar No.: 85xxxxxxxx2593, Status :Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self

Developer Details :

SI No	Name & address	Status	Execution Admission Details :
1	Regent Services Private Limited (Private Limited Company) ,Mansarowar, 3B, Camac Street, City:- Kolkata, P.O:- Park Street, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700016 Date of Incorporate:XX-XX-1XX6, PAN No. AAxxxxxx6J, ,Aadhaar No Not Provided by UIDAI Status :Organization, Executed by: Representative	Organization	Executed by: Representative

Representative Details :

SI No	Name & Address	Representative of
1	Mr Kingshuk Majumdar Son of Late Sukhendu Majumdar, Mansarowar, 3B, Camac Street, City:- Kolkata, P.O:- Park Street, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700016 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Date of Birth:XX-XX-1XX4, PAN No. APxxxxxx8P , Aadhaar No.: 63xxxxxxxx4022	Regent Services Private Limited (as Director)

Identifier Details :

Name & address
Mr Saikat Pramanick Son of Mr Shyamal Pramanick Fulorhat, Kamrabad, City:- Rajpur-sonarpur, P.O:- Sonarpur, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700150, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , Identifier Of Ms Aparajita Moitra, Mr Kingshuk Majumdar

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Ms Aparajita Moitra	Regent Services Private Limited-7.425 Dec

Transfer of property for S1

SI.No	From	To. with area (Name-Area)
1	Ms Aparajita Moitra	Regent Services Private Limited-3000 Sq Ft





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



192024250297824738

GRN Details

GRN:	192024250297824738	Payment Mode:	SBI Epay
GRN Date:	02/12/2024 11:01:10	Bank/Gateway:	SBIPay Payment Gateway
BRN :	3761842636339	BRN Date:	02/12/2024 11:01:37
Gateway Ref ID:	0936686549	Method:	ICICI Bank - Corporate NB
GRIPS Payment ID:	021220242029782472	Payment Init. Date:	02/12/2024 11:01:10
Payment Status:	Successful	Payment Ref. No:	2003032784/2/2024
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	Ms REGENT SERVICES PRIVATE LIMITED
Address:	3B CAMAC STREET
Mobile:	9038163519
Period From (dd/mm/yyyy):	02/12/2024
Period To (dd/mm/yyyy):	02/12/2024
Payment Ref ID:	2003032784/2/2024
Dept Ref ID/DRN:	2003032784/2/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003032784/2/2024	Property Registration- Stamp duty	0030-02-103-003-02	40021
2	2003032784/2/2024	Property Registration- Registration Fees	0030-03-104-001-16	20021
Total				60042

IN WORDS: SIXTY THOUSAND FORTY TWO ONLY.

Major Information of the Deed

Deed No :	I-1604-12416/2024	Date of Registration	02/12/2024
Query No / Year	1604-2003032784/2024	Office where deed is registered	
Query Date	29/11/2024 6:34:22 PM	D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Saikat Pramanick 3B, Camac Street,Thana : Shakespeare Sarani, District : Kolkata, WEST BENGAL, PIN - 700016, Mobile No. : 9038163519, Status :Solicitor firm		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 20,00,000/-]	
Set Forth value		Market Value	
		Rs. 2,94,18,752/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 40,031/- (Article:48(g))		Rs. 20,053/- (Article:E, E, B)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- New Alipore, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Haraprasad Shastri Sarani, , Premises No: 3, , Ward No: 081 Pin Code : 700053

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 :-)		Bastu	4.5 Katha		2,79,00,002/-	Property is on Road
Grand Total :				7.425Dec	0 /-	279,00,002 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	3000 Sq Ft.	0/-	15,18,750/-	Structure Type: Structure
Gr. Floor, Area of floor : 1800 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 1200 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		3000 sq ft	0 /-	15,18,750 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Ms Aparajita Moitra Wife of Mr Deborshi Moitra Executed by: Self, Date of Execution: 02/12/2024 , Admitted by: Self, Date of Admission: 02/12/2024 ,Place : Office	Photo  02/12/2024	Finger Print  Captured LTI 02/12/2024	Signature  02/12/2024
Mayfair Residency, Flat No: H-301 3rd Floor, 1270, Madhurda, City:- , P.O:- EKTP, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: IndiaDate of Birth:XX-XX-1XX7 , PAN No.: ALxxxxxx2A, Aadhaar No: 85xxxxxxxx2593, Status :Individual, Executed by: Self, Date of Execution: 02/12/2024 , Admitted by: Self, Date of Admission: 02/12/2024 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Regent Services Private Limited Mansarowar, 3B, Camac Street, City:- Kolkata, P.O:- Park Street, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700016 Date of Incorporation:XX-XX-1XX6 , PAN No.: AAxxxxxx6J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Kingshuk Majumdar (Presentant) Son of Late Sukhendu Majumdar Date of Execution - 02/12/2024, , Admitted by: Self, Date of Admission: 02/12/2024, Place of Admission of Execution: Office	Photo  Dec 2 2024 2:17PM	Finger Print  Captured LTI 02/12/2024	Signature  02/12/2024
Mansarowar, 3B, Camac Street, City:- Kolkata, P.O:- Park Street, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700016, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Date of Birth:XX-XX-1XX4 , PAN No.: APxxxxxx8P, Aadhaar No: 63xxxxxxxx4022 Status : Representative, Representative of : Regent Services Private Limited (as Director)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Saikat Pramanick Son of Mr Shyamal Pramanick Fulorhat, Kamrabad, City:- Rajpur- sonarpur, P.O:- Sonarpur, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700150		 Captured	
	02/12/2024	02/12/2024	02/12/2024
Identifier Of Ms Aparajita Moitra, Mr Kingshuk Majumdar			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Ms Aparajita Moitra	Regent Services Private Limited-7.425 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Ms Aparajita Moitra	Regent Services Private Limited-3000.00000000 Sq Ft

Endorsement For Deed Number : I - 160412416 / 2024

On 02-12-2024

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 13:04 hrs on 02-12-2024, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Mr Kingshuk Majumdar ,.

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 2,94,18,752/-

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

Execution is admitted on 02/12/2024 by Ms Aparajita Moitra, Wife of Mr Deborshi Moitra, Mayfair Residency, Flat No: H-301 3rd Floor, 1270, Road: Madhurdah, , P.O: EKTP, Thana: Tiljala, , South 24-Parganas, WEST BENGAL, India, PIN - 700107, by caste Hindu, by Profession Others

Indetified by Mr Saikat Pramanick, , Son of Mr Shyamal Pramanick, Fulorhat, Kamrabad, P.O: Sonarpur, Thana: Sonarpur, , City/Town: RAJPUR-SONARPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by profession Service

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

Execution is admitted on 02-12-2024 by Mr Kingshuk Majumdar, Director, Regent Services Private Limited (Private Limited Company), Mansarowar, 3B, Camac Street, City:- Kolkata, P.O:- Park Street, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700016

Indetified by Mr Saikat Pramanick, , Son of Mr Shyamal Pramanick, Fulorhat, Kamrabad, P.O: Sonarpur, Thana: Sonarpur, , City/Town: RAJPUR-SONARPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 20,053.00/- (B = Rs 20,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 20,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/12/2024 11:01AM with Govt. Ref. No: 192024250297824738 on 02-12-2024, Amount Rs: 20,021/-, Bank: SBI EPay (SBlePay), Ref. No. 3761842636339 on 02-12-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 10.00/-, by online = Rs 40,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 42020, Amount: Rs.10.00/-, Date of Purchase: 29/11/2024, Treasury name: CalcuttaCollectorate

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/12/2024 11:01AM with Govt. Ref. No: 192024250297824738 on 02-12-2024, Amount Rs: 40,021/-, Bank: SBI EPay (SBlePay), Ref. No. 3761842636339 on 02-12-2024, Head of Account 0030-02-103-003-02



Anupam Halder
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2024, Page from 356383 to 356423

being No 160412416 for the year 2024.



(Signature)

Digitally signed by Anupam Halder
Date: 2024.12.02 16:48:28 +05:30
Reason: Digital Signing of Deed.

(Anupam Halder) 02/12/2024

DISTRICT SUB-REGISTRAR

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

West Bengal.

DATED THIS 2nd DAY OF December 2024

BETWEEN

MS. APARAJITA MOITRA

... OWNER

AND

REGENT SERVICES PVT. LTD.

... DEVELOPER

JOINT VENTURE AGREEMENT