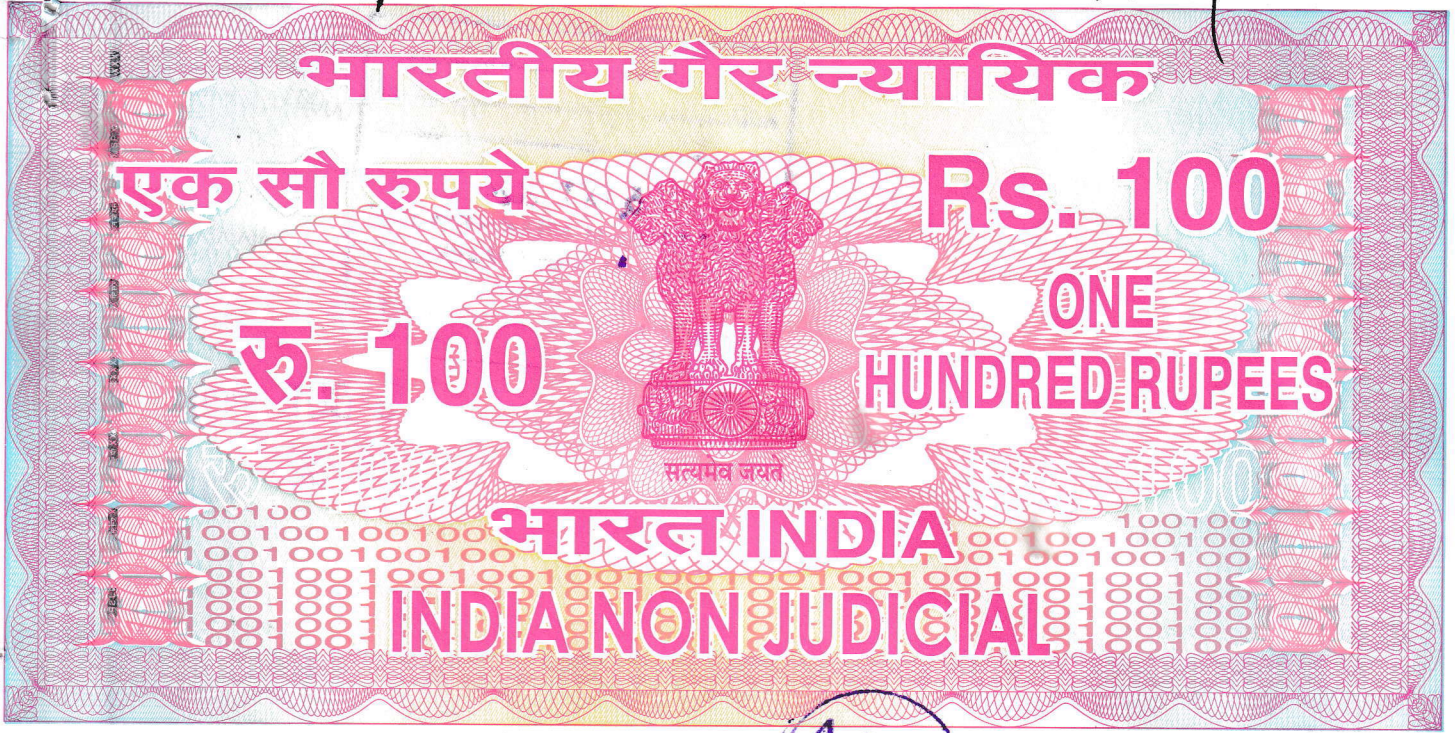


1757/2025

1737/2025



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AT 026214

15-53-
 2/2/18 063/25-
 nine nine due
 V= 59879630/-

Additional Registrar of
 Assurances-IV, Kolkata

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

Additional Registrar of
 Assurances-IV, Kolkata

- 4 FEB 2025

Handwritten signature

THIS AGREEMENT made this 04th day of FEBRUARY Two Thousand and 25
 Twenty Five.

Scy

For SHREE CARS PVT. LTD.

Saurabh Kedia

Director

SHREE KEDIA REALTECH LLP

Amitesh Kedia

Designated Partner

203467

OSPLAW ASSOCIATES

Advocates
 4D Nicco House
 1B & 2 Ha
 e Street,
 Kolkata -
 00001

ADD. _____
 Rs. _____

- 5 OCT 2024
SURANJAN MUKHERJEE
 Legal Stamp Vendor
 2 A ... S. Flr, Howr, Kol-1

- 5 OCT 2024

- 5 OCT 2024



4 FEB 2025



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



192024250386198778

GRN Details

GRN:	192024250386198778	Payment Mode:	SBI Epay
GRN Date:	01/02/2025 17:07:08	Bank/Gateway:	SBIPay Payment Gateway
BRN :	8466095741523	BRN Date:	01/02/2025 17:08:04
Gateway Ref ID:	105341485	Method:	State Bank of India WIBMO PG CC
GRIPS Payment ID:	010220252038619876	Payment Init. Date:	01/02/2025 17:07:08
Payment Status:	Successful	Payment Ref. No:	2000318063/1/2025 [Query No*/Query Year]

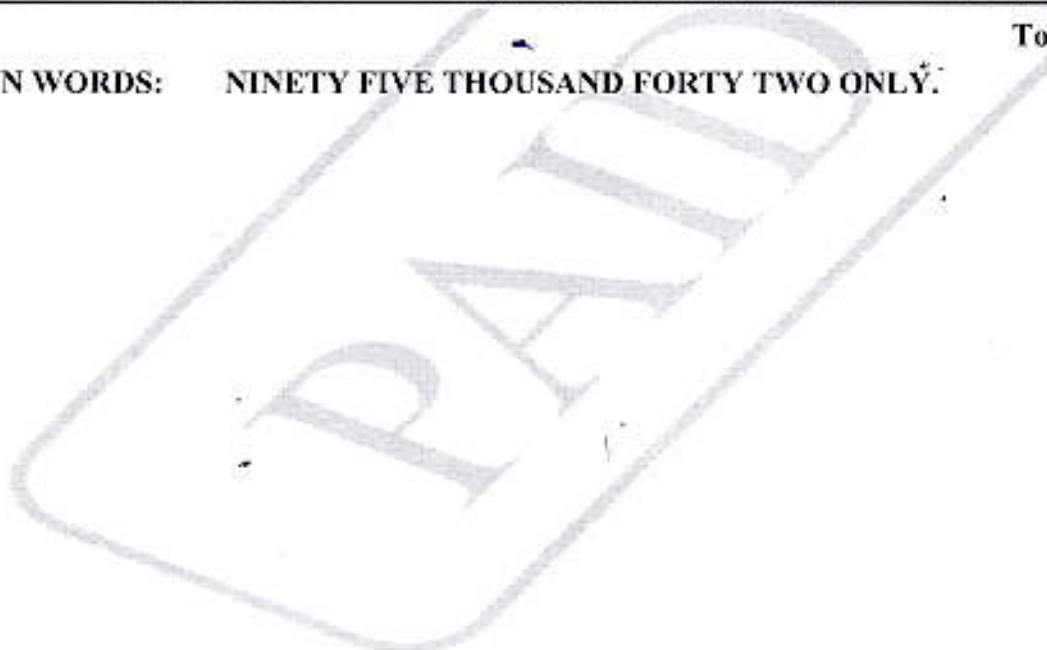
Depositor Details

Depositor's Name:	Mr SAURABH KEDIA
Address:	SHANTINIKETAN BLDG 8 CAMAC STREET KOLKATA 700017
Mobile:	9830279888
Email:	abhishek.kedia@gmail.com
Period From (dd/mm/yyyy):	01/02/2025
Period To (dd/mm/yyyy):	01/02/2025
Payment Ref ID:	2000318063/1/2025
Dept Ref ID/DRN:	2000318063/1/2025

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000318063/1/2025	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2000318063/1/2025	Property Registration- Registration Fees	0030-03-104-001-16	20021
			Total	95042

IN WORDS: NINETY FIVE THOUSAND FORTY TWO ONLY.





Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



010220252038619876

GRIPS Payment Detail

GRIPS Payment ID:	010220252038619876	Payment Init. Date:	01/02/2025 17:07:08
Total Amount:	95042	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	8466095741523	BRN Date:	01/02/2025 17:08:04
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

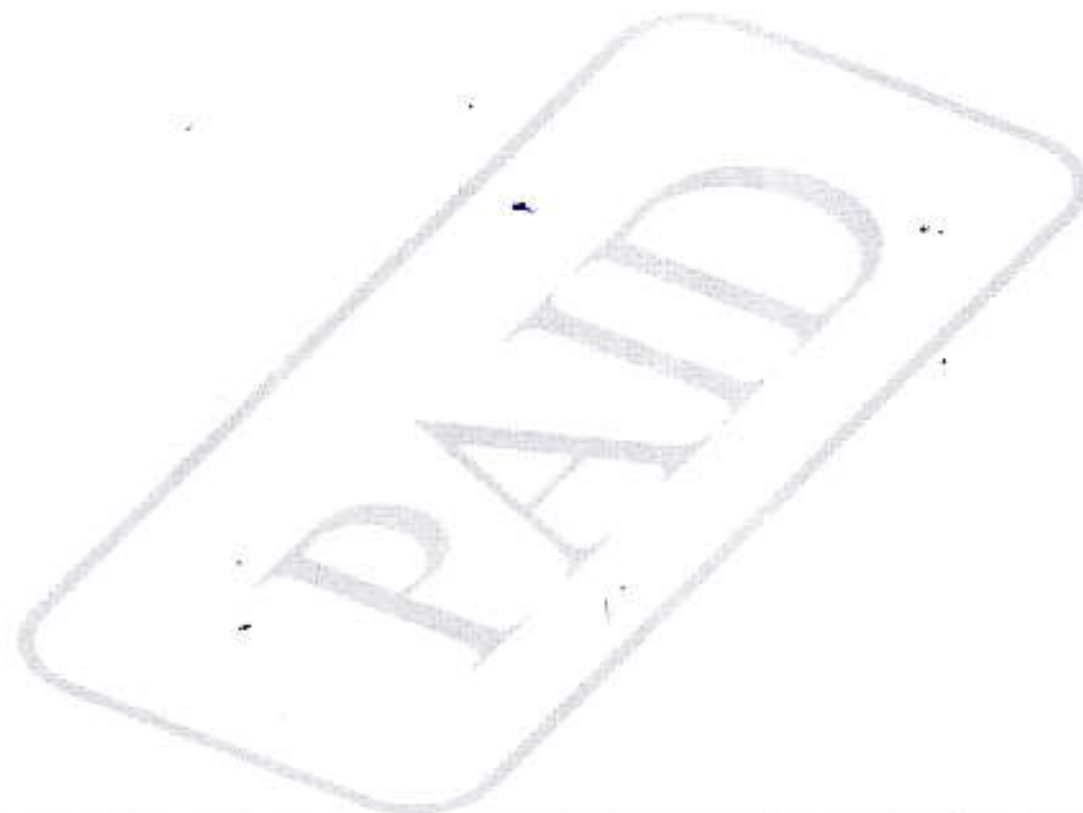
Depositor's Name: Mr SAURABH KEDIA
Mobile: 9830279888

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192024250386198778	Directorate of Registration & Stamp Revenue	95042
Total			95042

IN WORDS: NINETY FIVE THOUSAND FORTY TWO ONLY.

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



BETWEEN

OWNER:-

SHREE CARS PRIVATE LIMITED, (having CIN U50102WB2013PTC199089 and PAN AAQCS0071C), a Company within the meaning of the Companies Act, 1956, having its Registered Office at Shantiniketan Building, 10th Floor Suite 8, 8 Camac Street, Kolkata -700017, Police Station Shakespeare Sarani Post Office Shakespeare Sarani, Kolkata represented by its Director Mr. Saurabh Kedia (having PAN AJWPK7068F and Aadhaar 6740 5385 8105) son of Shri Sharad Kumar Kedia of 4A Shambhu Nath Pandit Street Kolkata, Pin Code 700020 Police Station Bhowanipore Post Office Elgin Road, hereinafter referred to as "the **OWNER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors, successors-in-office, successors-in-interest and/or assigns) of the **ONE PART:**

AND

SHREE KEDIA REALTECH LLP (having LIPIN ACD-0975 and PAN AFCFS5733B) a Limited Liability Partnership within the meaning of the Limited Liability Partnership Act, 2008 having its Registered Office at 8, Camac Street, Park Circus, Police Station –Shakespeare Sarani, Kolkata, Post Office – Shakespeare Sarani, Kolkata - 700017 represented by its Designated Partner Mr. Abhishek Kedia son of Mr. Sharad Kumar Kedia of 4A Shambhu Nath Pandit Street, Kolkata, Post Office Elgin Road and Police Station Bhowanipore, Kolkata - 700020 (having Aadhaar No- 4831 4141 6955 and PAN AUHPK9288M) hereinafter referred to as "the **DEVELOPER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or assigns) of the **OTHER PART:**

SECTION-I # DEFINITIONS & INTERPRETATION:**1. DEFINITIONS:**

1.1 Unless in this Agreement there be something contrary or repugnant to the subject or context:-

1.1.1 "**Appointed Date**" shall mean the date of execution hereof.

1.1.2 "**Appropriate Authorities**" shall mean the Central or State Government or any Department thereof and/or its officers and all other State Executives, judicial or quasi-judicial authorities and persons and includes any local authority, Government Company, statutory bodies or authorities, Patharghata Gram

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Panchayat, any other panchayat, Panchayat Samiti, Zila Parishad, municipal authorities, planning authority, development authority, B.L.&L.R.O., D.L.&L.R.O., District Magistrate, Additional District Magistrate, commissioner, collector, other authorities under the West Bengal Land Reforms Act or Estates Acquisition Act any or other statute, KMDA, MED, fire brigade, the competent authority under the Urban Land (Ceiling & Regulation) Act, 1976, airport authority, highway authorities, authorities under the Real Estate Laws, police authorities, law enforcement authorities, pollution control authorities, fire service authorities, insurance companies, courts, tribunals, judicial and quasi-judicial authorities and forums, service/utility providers for electricity, water, drainage, sewerage, lift, generator, telecom, television, wireless connectivity, digital or any other utilities whatsoever.

- 1.1.3 "**Building Complex**" shall mean the New Buildings at the Subject Property together with the Common Areas and Installations and wherever the context so permits or intends, shall include the land at the Subject Property.
- 1.1.4 "**Building Plans**" shall mean the Building Permit and/or Plans sanctioned by the Rajarhat Panchayet Samity vide Building Sanction Plan No. 1642/RPS dated 25.10.2024 for the construction of New Buildings at the Subject Property and shall include all modifications and/or alterations that may be made thereto as well as all extensions and/or renewals thereof.
- 1.1.5 "**Common Areas and Installations**" shall according to the context mean and include the areas, installations and facilities comprised in and for the New Buildings and/or the Subject Property as mentioned in the **SECOND SCHEDULE** hereunder written and expressed or intended by the Developer from time to time for use in common with rights to the Developer to modify and/or alter the same and/or to keep any part or parts of the Common Areas and Installations meant for use by a specified category of Transferees and/or such other persons as the Developer may deem fit and proper.
- 1.1.6 "**Common Purposes**" shall mean and include the purposes of managing, maintaining, administering, upkeep and security of the Building Complex and in particular the Common Areas and Installations; the rendition of common services in common to the Transferees thereof; the collection and disbursement of the common expenses; the regulation of the mutual rights, obligations and liabilities of the Transferees thereof and dealing with all matters which are of common interest to the Transferees thereof.

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- 1.1.7 "**Completion of Construction**" in connection with any New Building shall mean that such New Building is constructed and Completion Certificate(s) for it is/are issued by the Architect.
- 1.1.8 "**Developer's Allocation**" shall mean all the Units, Parking Spaces and other Transferable Areas at the Building Complex mentioned in the **PART-II** of the **FIFTH SCHEDULE** hereunder and include all other Transferable Areas in the Building Complex as per clause 9 and its sub-clauses hereto but other than the Units and Parking Spaces comprised in the Owner's Allocation and also include proportionate undivided share in the land and the Common Areas and Installations.
- 1.1.9 "**Extras and Deposits**" shall mean the amounts mentioned in **FOURTH SCHEDULE** hereto subject to any variations that may be made as per Clause 10.6 hereto.
- 1.1.10 "**Force Majeure**" shall mean any event or combination of events or circumstances that are beyond the control of a party and which cannot be prevented or caused to be prevented and which materially and adversely affect a party's ability to perform its obligations under this Agreement including (a) Acts of God i.e., fire, draught, flood, earthquake, storm, lightning, epidemics, pandemic and other natural disasters; (b) Explosions or accidents, air crashes; (c) General strikes and/or lock-outs, civil disturbances, curfews etc.; (d) Civil commotion, insurgency, war or enemy action or terrorist action; (e) Change in law, Rules and Regulations, injunctions, prohibitions or stay granted by any court of law, arbitrator or the Government; (f) Non-functioning of any existing or new Appropriate Authority due to any reason whatsoever and (g) any other event or circumstance which is beyond the control of the parties.
- 1.1.11 "**New Buildings**" shall mean the one or more buildings and/or other structures that may be constructed by the Developer from time to time at the Subject Property.
- 1.1.12 "**Owner's Allocation**" shall mean all the Units, Parking Spaces and other Transferable Areas at the Building Complex mentioned in the **PART-I** of the **FIFTH SCHEDULE** hereunder and include proportionate undivided share in the land and the Common Areas and Installations as also morefully mentioned in clause 9 and its sub-clauses hereto.
- 1.1.13 "**Parking Spaces**" shall mean the spaces for the parking of cars and/or two-wheelers at the Building Complex.

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- 1.1.14 "**Pass Through Charges**" shall mean the Goods and Service Tax or any substitutes, additions or alterations thereof and any other impositions, levies or taxes (other than Income Tax).
- 1.1.15 "**Realization**" shall mean the amounts that may, from time to time, be received against the Transfer of Units, the Parking Spaces and the other Transferable Areas and/or in relation to such Transfer on any account other than Pass Through Charges and Extras and Deposits.
- 1.1.16 "**Real Estate Laws**" shall mean the Real Estate (Regulation and Development) Act, 2016 as applicable to West Bengal and includes the amendments and substitutes thereof and also all rules, regulations and byelaws in respect thereof.
- 1.1.17 "**Specifications**" shall mean certain requirements as regards the construction, erection, fittings, fixtures, installations etc. of or at the Building Complex as per the particulars mentioned in the **THIRD SCHEDULE** hereunder written.
- 1.1.18 "**Subject Property**" shall mean the pieces or parcels of total land admeasuring 99 satak more or less being an entire R.S and L.R Dag No.1059 (36 Satak) and divided and demarcated portion of R.S and L.R Dag No. 1060 (63 Satak out of 120 Satak) recorded in L.R Khatian Nos. 1966, 1979 and 1980 in Mouza Kalikapur, J. L. No. 40, Police Station - Rajarhat, within the jurisdiction of Patharghata Gram Panchayat in the District of North 24 Parganas, Pincode 700135 morefully described in the **FIRST SCHEDULE** hereunder written.
- 1.1.19 "**Transfer**" with all its grammatical variations shall mean transfer by sale or by any other means adopted by the Developer.
- 1.1.20 "**Transferable Areas**" shall mean the Units, Parking Spaces and/or anything else comprised at the Subject Property which is or can be commercially exploited including by making it part of area of Units or by making it appurtenant to any Unit or otherwise, save and except the allocation meant for any owner of any land at the Subject Property other than the Subject Property.
- 1.1.21 "**Transferees**" shall mean the person(s) who from time to time purchase or agree to purchase or otherwise acquire any Transferable Areas in the Building Complex.
- 1.1.22 "**Units**" shall mean the independent and self-contained residential flats in the New Buildings at the Subject Property capable of being exclusively held, used or occupied by a person and also includes any offices, shops or commercial spaces or portions thereof if so constructed by the Developer as part of any New Building(s).

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2. INTERPRETATION:

- 2.1 Reference to any clause shall mean such clause of this Agreement and include any sub-clauses thereof. Reference to any schedule shall mean the Schedule to this Agreement and include any parts of such Schedule.
- 2.2 Headings, clause titles, capitalized expressions and bold expressions are given for the purposes of convenience only.
- 2.3 Words denoting a particular gender shall be deemed to include the other gender.
- 2.4 Words using the singular or plural number shall include the plural or singular number respectively.
- 2.5 The terms "hereof", "herein", "hereby", "hereto" and other derivative or similar words refer to this entire Agreement or specified Clauses of this Agreement as the case may be.
- 2.6 The word "include" shall be construed without limitation.
- 2.7 The Schedules/Annexure and the recitals hereto shall constitute an integral part of this Agreement and any breach of the stipulations contained in the Schedule shall be deemed to constitute a breach of this Agreement.
- 2.8 Where any notice, consent, approval, permission or certificate is required to be given by any party to this Agreement, such notice, consent, approval, permission or certificate must (except where otherwise expressly specified) be in writing.

SECTION-II # RECITALS AND REPRESENTATIONS:

3. RECITALS/REPRESENTATIONS:

3.1 RECITALS:

- 3.1.1 **WHEREAS** the Owner and the Developer have on a principal to principal basis agreed that the Developer would develop the Subject Property and the Owner shall be entitled to the Owner's Allocation and the Developer shall be entitled to the Developer's Allocation with rights to each of them to Transfer the respective areas to interested Transferees and the Owner would convey proportionate shares in land in favour of the concerned Transferees including the Transferees of the Developer's Allocation as nominated by the Developer. The parties have been in active discussions in this regard and the Developer has already caused the plans for construction of the New Buildings prepared and the same has been sanctioned vide Building Sanction No. 1642/RPS dated 25.10.2024.

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3.2 REPRESENTATIONS:

3.2.1 The Owner made the following several representations, assurances and warranties to the Developer which have been completely relied upon and believed to be true and correct by the Developer for the purpose of entering upon this Agreement and the transaction envisaged herein:

- (a) That the Owner is presently the full and absolute owner of the Subject Property with marketable title and free from encumbrances created or suffered by the Owner and is in khas vacant and peaceful possession thereof. The facts about the Owner deriving title to the Subject Property are stated in the **SEVENTH SCHEDULE** hereto.
- (b) That the Subject Property has not been attached under any decree or order of any Court of Law or due to Income Tax realization or under any other Public Demand.
- (c) That there is no impediment, obstruction, restriction or prohibition in the Owner entering upon this Agreement and/or in the development and transfer of the Subject Property.
- (d) That the Owner has not entered upon any agreement or contract with any other person in connection with the Subject Property or any part thereof or its development/sale/transfer nor have the Owner otherwise dealt with the Subject Property or any part thereof prior to execution of this Agreement.
- (e) That the Owner has not mortgaged or charged or provided security interest in respect the Subject Property or any part thereof and there is no notice or proceeding for realization or recovery of the dues of a Bank nor is there any proceeding under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or the Companies Act, 1956/2013 or the Insolvency & Bankruptcy Code, 2016 or before the Debts Recovery Tribunal or before any other Court or Tribunal.
- (f) That subject to the terms hereof, there is no difficulty in compliance of the obligations of the Owner hereunder.

3.2.2 **REPRESENTATIONS OF THE DEVELOPER:** The Developer has represented and assured the Owner, inter alia, as follows:-

- (a) The Developer is carrying on the business of real estate and has the requisite infrastructure, expertise and resources in this field.

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- (b) The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.
- (c) Subject to the terms hereof, there is no difficulty in compliance with the obligations of the Developer hereunder.

SECTION-III # WITNESSETH:

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

4. DEVELOPMENT AND CONSTRUCTION:

4.1 In the premises aforesaid:-

- 4.1.1 The Owner has agreed that the Developer shall, with effect from the Appointed Date, have exclusive rights and authority to develop a Building Complex at the Subject Property, to Transfer the Developer's Allocation and to administer the Common Purposes (up to a specified time) and the Developer has agreed to accept the same;
- 4.1.2 The Developer has agreed to carry out the planning and implementation of the Project and to invest or cause the investment of the costs and expenses required for the same and to carry out certain other acts, deeds and things pertaining to the Project and to construct and deliver the Owner's Allocation to the Owner and to be entitled to the Developer's Allocation in consideration thereof;
- 4.1.3 The Owner has agreed to Transfer to the Transferees the proportionate undivided share in the land attributable to Units and other constructed areas comprised in the Developer's Allocation in favour of itself and/or the Transferees nominated by the Developer and to carry out certain other acts, deeds and things pertaining to the land at the Subject Property and to be entitled to the Owner's Allocation in consideration thereof;
- 4.1.4 The Owner and the Developer have agreed to act on a principal to principal basis in respect of their entire roles, rights and obligations on the terms and conditions hereinafter contained.

- 4.2 With effect from the Appointed Date, the Developer has and/or shall be deemed to have the sole and exclusive rights, authorities and entitlements (a) to develop and construct or cause to be developed and constructed the Building Complex at the Subject Property and out of the same to construct the Owner's Allocation on

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behalf of the Owner and to deliver the same to the Owner, (b) to the Developer's Allocation with rights to hold and/or Transfer the same, (c) to administer the Building Complex in the manner and until the period as morefully contained herein, (d) to the entirety of the Extras and Deposits in respect of all the Units in the Building Complex and (e) to all other properties, benefits and rights of the Developer hereunder or to which the Developer is entitled hereunder on and subject to the terms and conditions hereinafter contained and the Owner shall be entitled (a) to the Owner's Allocation with rights to hold and/or Transfer the same and (b) to all other properties, benefits and rights of the Owner hereunder or to which the Owner is entitled hereunder on and subject to the terms and conditions hereinafter contained.

- 4.3 The Owner's Allocation shall be constructed by the Developer at its own costs and expenses but on behalf of the Owner and the same shall be and be deemed to be the consideration for sale of the proportionate shares of land forming part of the Developer's Allocation

5. LAND-RELATED OBLIGATIONS:

- 5.1 In connection with the Subject Property, the Owner shall, at its own costs and expenses, comply with the following obligations: -

- (a) **Title:** The Owner shall deal with, settle or otherwise clear any legitimate question or objection or claim of any person with regards to the title of the Owner to the Subject Property. The Owner agrees to answer and comply with any reasonable requisitions on title that may be raised from time to time.
- (b) **Free from Encumbrances:** The Subject Property and each part thereof is free from encumbrances created made done or suffered by the Owner and the Owner shall hereafter not create any encumbrance on the same.
- (c) **Mutation & Conversion:** The Owner shall continue to maintain proper mutation of its name in respect of the Subject Property and conversion of the same to the nature of use commensurate with the Building Complex in the records of the Patharghata Gram Panchayat and the B.L. & L.R.O. In case the records of the Patharghata Gram Panchayat, the B.L. & L.R.O or any other concerned authority require any correction or rectification or change, the Owner shall cause the same.

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ADDITIONAL REGISTRAR
OF ASSURANCES, CALCUTTA

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- (d) **Direct Access:** The Subject Property has and shall continue to have direct access from the abutting public road.
- (e) **Clearances:** The Owner shall apply for any permissions and/or clearances in respect of the land as may be required in law to be obtained by the Owner.
- (f) **Taxes:** The Owner shall pay and clear up-to-date Panchayat Tax Receipt and Khajana, if outstanding.
- 5.2 **TIME FOR COMPLIANCE OF THE OWNER'S OBLIGATIONS:** The time period for compliance of the several obligations of the Owner shall be 60 days from the date of being required to do so upon a situation for the same arising.
- 5.3 **CO-OPERATION OF THE DEVELOPER:** The Developer agrees to provide necessary co-operation to the Owner in carrying out the obligations of the Owner contained hereinabove.
- 5.4 **TITLE DEEDS:**
- 5.4.1 All original Title Deeds relating exclusively to the Subject Property shall be delivered by the Owner to the Developer immediately upon execution hereof.
- 5.4.2 The Developer shall be entitled from time to time and at all times to produce, give copies of and provide extracts of and from the said original Title Deeds before government and semi-governmental bodies and authorities, municipal and land authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi judicial forums, service providers, buyers/transferees in the Building Complex, financial institutions providing finance to the Developer and buyers/transferees and other persons and authorities as may be required by the Developer.
- 5.4.3 The Developer may produce or deliver the original Title Deeds to Appropriate Authorities or financiers providing loans or advances to the Developer pursuant to the rights and authorities of the Developer hereunder.
- 5.4.4 Upon Completion of Construction of the Building Complex and completion of Transfer of all the Units therein, the original Title Deeds shall be handed over to the Maintenance In-charge/Association of the Building Complex.
6. **SECURITY DEPOSIT:** The Developer has at or before the execution hereof, paid to the Owner a sum of Rs. 20,00,000/- (Rupees twenty lakhs) only out of the

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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
- 4 FEB 2025

total sum of Rs. 4,00,00,000/- (Rupees Four Crores) only as Refundable Security Deposit free of interest and the balance security deposit of Rs. 3,80,00,000/- (Rupees three crores eighty lakhs) only shall be paid within 10 days from the date of execution hereof.

- 6.1 The entire security deposit, shall be refunded firstly from the entire sale proceeds received from the Transferees of the Owner's Allocation from time to time and simultaneously with each receipt and on pro tanto basis and the entire balance that may remain refundable shall be refunded by the Owner to the Developer within 15 days of the Developer issuing Notice of Completion to the Owner or taking possession of the Owner's Allocation by the Owner, whichever be earlier. It is further clarified that in case any part of the Security Deposit remains unrefunded despite sending the Notice of Completion issued by the Developer to the Owner as aforesaid, then the Developer shall have the right to retain such square feet areas out of the Owner's Allocation as would be equivalent to the unrefunded security deposit if calculated at the then prevalent booking rates in the Building and to treat the same as part of the Developer's Allocation. Any stamp duty applicable owing to such retention by the Developer shall be then paid by the Developer at the material time, if applicable in the instruments to be executed for the purpose.

7. PLANNING, SURVEY, SANCTION AND MODIFICATION OF BUILDING PLANS:

- 7.1 **PLANNING:** The planning and layout for the development of the Subject Property has been and shall be continued to be done by the Developer. Such planning shall include the design, concept and layout of the Building Complex including the New Buildings as well as the landscaping, plantation, walkways, driveways, etc. at the Subject Property, the nature of buildings (including Green building, if any), the provisions for the implementation of the activity centre with sporting/entertainment/recreation/health centre and the different phases of implementation of the development.
- 7.2 **SANCTION OF PLANS:** The partners of the Developer have caused the plans to be prepared and sanctioned from the Rajarhat Panchayat Samity.
- 7.3 **SURVEY AND SOIL TESTING:** The Developer shall, at its own costs and expenses, carry out the necessary survey and soil testing and other preparatory works in respect of the Subject Property.

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- 7.4 **MODIFICATIONS:** The Developer shall be entitled from time to time to cause modifications and alterations to the Building Plans already sanctioned in such manner and to such extent as the Developer may deem fit and proper.
8. **CONSTRUCTION OF THE BUILDING COMPLEX:**
- 8.1 **CONSTRUCTION:** The Developer shall construct or cause to be constructed the New Buildings at the Subject Property.
- 8.2 **QUALITY OF CONSTRUCTION:** The Developer shall construct or cause to be constructed the New Buildings in a good and workman-like manner with good quality of materials and the Specifications as mentioned in the **THIRD SCHEDULE** hereto or equivalent substitutes thereof. The Developer shall handle and tackle local issues which may arise. The Developer shall construct and build the New Buildings in accordance with the Building Plans and do all acts, deeds and things that may be required for the said purposes in compliance with the provisions of the relevant acts and rules in force at that time. The construction shall be done by the Developer in compliance with the legal requirements.
- 8.3 **COMPLETION CERTIFICATE/OCCUPANCY CERTIFICATE:** The Developer shall obtain the necessary Completion Certificate/Occupancy Certificate, as the case may be, in respect of the New Buildings from the Architect for the Building Complex. Such Completion Certificate/Occupancy Certificate may be obtained by the Developer partially before final completion certificate. If such certificates are also issued at the material time by the sanctioning authority, then the Developer shall apply for and obtain the same from time to time from such authority.
- 8.4 **MANAGEMENT AND CONTROL:** The Developer shall have the exclusive and unobstructed right to administer the development of the Building Complex at the Subject Property. The Developer shall be free to set up site office, put up hoardings/boards, bring out brochures and commence the preparatory works for Transfer of the proposed Building Complex at the Developer's cost.
- 8.5 **TEAM:** The Architect for the Building Complex and the entire team of people required for the execution of the Building Complex at the Subject Property shall be such persons as may be selected and appointed by the Developer in its sole discretion. All persons employed by the Developer for the purpose of construction such as architects, engineers, contractors, labourers, care-takers, security personnel, consultants, etc, shall be persons under the appointment of and/or

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OF ASSURANCES-IV, KOLKATA
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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 the Architect and/or contractors, labourers, caretakers etc. or for the compliance of the provisions of labour laws, payment of wages, payment of P.F., E.S.I. etc., maintenance of records of labourers etc. and all responsibilities in this regard shall be that of the Developer and the Owner shall be kept protected and harmless against any action, if taken against the Owner for non-compliance or violation of the said requirements.

- 8.6 **UTILITIES:** The Developer shall be entitled to use the existing and/or apply for and obtain temporary or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities, inputs and facilities from all the concerned Appropriate Authorities.
- 8.7 **COMMON AREAS AND INSTALLATIONS:** The Developer may modify the Common Areas and Installations in the Subject Property meant jointly or individually for (a) any individual New Building, (b) any different category of Transferees and/or (c) use of the different areas. The Developer shall provide for the availability of Common Areas and Installations providing for passages, driveways, electricity, drainage and sewerage and water connections and any other area, installation or facility that the Developer may provide at the Subject Property. The Developer shall, as it deems fit and proper, be entitled to: -
- (a) Erect, install and/or operationalize the Common Areas and Installations including club/activity centre gradually;
 - (b) Allow or permit only provisional and/or partial use of the Common Areas and Installations or part(s) thereof until the Completion of Construction of the Building Complex or until such earlier time as the Developer may deem fit and proper;
 - (c) Change the location, dimension, capacity or any other physical or in-built Specifications of any Common Areas and Installations;
 - (d) Impose restrictions and conditions for the use of the Common Areas and Installations including the club/activity areas;
 - (e) Charge, demand, receive or realize any Extras or Deposits in connection with any part or portion of Common Areas and Installations;

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- (f) Provide for separate entrances for different areas and provide for the segregation of the Common Areas and Installations for different spaces/Transferees.
- 8.8 **CALCULATION OF AREAS:** The carpet area shall be as per the applicable Real Estate laws and shall be provided by the Developer and the built-up and super built-up area in respect of all the Units and other Transferable Areas in the Building Complex shall be such as is determined by the Developer.
- 8.9 **AUTHORITY:** The Owner hereby agree and confirm that the Developer shall have complete authority to carry out the planning and development of the Building Complex at the Subject Property.
- 8.10 **APPROVALS FOR DEVELOPMENT:** The Developer shall in its own name or in the name of the Owner apply for and obtain all permissions, clearances, no objection certificates and/or other approvals required for carrying out the development at the Subject Property, including those required from Pollution Control Authorities, Fire Service Authorities, Police Authorities, Panchayat Samity, Gram Panchayat, Municipal Authorities or other statutory authorities at its own costs and expenses.
- 8.11 **COMPLIANCES:** The Developer shall not violate any Panchayat Samity, Gram Panchayat or Municipal rules or laws or any other statutory rules and laws and shall always abide by and observe all rules and procedures and practices usually followed in constructing buildings. The Owner shall not be responsible for any latches and/or lapses on part of the Developer.
- 8.12 **TIME FOR CONSTRUCTION:** Subject to the Owner not being in default of the compliance of its obligations hereunder and subject to Force Majeure, the Developer shall complete the construction of the Building Complex within 48 (forty-eight) months from the grant of registration under the Real Estate Laws and of all other clearances and certificates by the Appropriate Authorities necessary to commence and carry out the development of the Building Complex. There shall be an extended period of 6 (six) months beyond the time for construction mentioned above.
- 8.13 **COMPLETION OF CONSTRUCTION:** The Developer shall be deemed to have constructed and completed the New Buildings if the Developer has constructed the same internally as per the agreed Specifications and has provided reasonable ingress and egress, obtained temporary or permanent water, electricity

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and drainage connections (if and to the extent applicable to such constructed area) and obtained the Completion Certificate of the Architect in respect thereof.

- 8.14 **NOTICE OF COMPLETION:** The Developer shall upon Completion of Construction send a Notice of Completion (hereinafter referred to as "the **Notice of Completion**") to the Owner.
- 8.15 **INSPECTION:** The Owner shall have right to inspect the work and its progress regularly and any deviation of agreement or defects pointed out shall be rectified by the Developer and where not possible suitably compensated. Any notice pointing out defect shall be given promptly and in any event within 7 days of any inspection by the Owner. The Developer and the Owner shall meet periodically wherein the Developer will show the progress of the project.
- 8.16 **POST COMPLETION WORKS:** It is clarified that the elevation works and decoration and beautification works, relief and land layout works, pavements, permanent connections relating to the common water, electricity, drainage and other amenities and obtaining of Occupancy Certificate of any Appropriate Authority granting the same may be carried out by the Developer after issuance of the Notice of Completion but within the specific period of 6 (six) months thereof.
- 8.17 **ADDITIONAL/FURTHER CONSTRUCTION:** The Developer shall be entitled to apply for the sanction of additional/further constructions (including any incremental parking space) beyond those sanctioned under the Building Plans if so and as is thereafter possible/permissible to be constructed and such additional/further construction shall automatically form part of the Transferable areas.
- 8.18 **COSTS AND EXPENSES:** All costs and expenses for the sanction or modifications of plans (including fees of the Architects and all fees, costs and charges payable for sanction, modification, alteration and/or revision of building plans), the construction and development of the Subject Property and the activities mentioned above shall be borne and paid by the Developer.
- 8.19 **ALTERATIONS AT THE INSTANCE OF THE OWNER:** In case the Owner makes a request to the Developer in writing seeking structural/civil changes in the Owner's Allocation and such changes are permissible in law and also approved by the Architect, then the Owner shall be liable for all costs and expenses in connection therewith subject to pre-approval of the quotation provided by the Developer (including those payable in terms of the Building Rules of the Appropriate Authorities) to be payable in advance to the Developer before starting

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of any work. The time taken for such alterations shall be added to the time for construction granted to the Developer hereunder.

- 8.20 **FINANCE AND MORTGAGE:** The Owner hereby agree and permit the Developer to obtain loans and finance for development of the Subject Property from any Banks and/or the Financial Institutions and/or Non-Banking Financial Companies and/or Recognized Foreign Direct Investors and/or REIT by mortgaging and charging the Land and New Buildings and/or other constructions, if any, to be made by the Developer at the Subject Property and the land comprised in the Subject Property without, however, creating any financial obligation upon the Owner and without creating any charge or lien on the constructed spaces forming part of the Owner's Allocation. The Developer shall indemnify and keep the Owner fully indemnified against any loss damage cost claim action or proceeding suffered by the Owner owing to any delay or default in the repayment of the amounts and dues against any such mortgage by the Developer. The Owner agree from time to time to provide consents, confirmations, no objections or other documents as may be required for the creation of such mortgage or charge by the Developer and also agree to sign necessary loan and/or other agreements and power(s) of attorney with the bankers or financiers in connection with the above.
- 8.21 **INSURANCE:** The Developer shall purchase and maintain insurance policies as are customarily and ordinarily available in India on commercially reasonable terms and as are reasonably required to be maintained to insure the Building Complex and all related assets against risks in an adequate amount consistent with facilities similar to the size and type of the Building Complex and/or as may be required by the lenders (if any). The premiums payable on the insurance coverage as indicated above including any costs and expenses incidental to the procurement and enforcement of such insurance cover shall be part of the costs of the Building Complex to be borne and paid by the Developer.
- 8.22 **CO-OPERATION BY OWNER:** The Owner shall fully cooperate with and assist the Developer and shall sign execute register and deliver all papers, plans, affidavits, indemnities, undertakings, declarations, powers etc., as may be required by the Developer therefor and do all acts deeds and things as may be required by the Developer therefor and also for the purposes herein contained.

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9. **ALLOCATIONS, DEMARCATION AND IDENTIFICATION - BROAD PRINCIPLES:**

9.1 The following principles shall govern the respective entitlement of the parties, Provided That in case by mutual consent in writing there is any variation, such variation shall be incorporated in respect of the entitlements so made:

- (a) The Owner shall be entitled to and are allocated Units and Parking Spaces mentioned in **PART-I** of the **FIFTH SCHEDULE** hereunder written.
- (b) The Developer shall be entitled to and are allocated Units and Parking Spaces mentioned in **PART-II** of the **FIFTH SCHEDULE** hereunder written and also any other Transferable Area in the Building Complex other than those allocated to the Owner as aforesaid.
- (c) In case due to any modification of sanctioned plans or other reasons there is any change in the sanctioned plans, the parties hereto shall suitably vary the identifications on mutually agreeable basis in writing.

9.2 **OWNER'S ALLOCATION:** Those Units, parking spaces that are identified to be allocated to the Owner pursuant to clause No. 9.1 above together with proportionate undivided share in the land of the Subject Property and the relevant Common Areas and Installations attributable thereto shall be and constitute the Owner's Allocation and shall belong exclusively and absolutely to the Owner.

9.3 **DEVELOPER'S ALLOCATION:** Those Units, parking spaces that are identified to be allocated to the Developer pursuant to clause No. 9.1 above and any other Transferable Areas at the Building Complex except the parts or shares comprised in the Owner's Allocation shall constitute the Developer's Allocation together with the proportionate shares in land and the Common Areas and Installations. If the Security Areas are adjusted to belong to the Developer in terms hereof, then the same shall also form part of the Developer's Allocation along with the attributable proportionate undivided share in land and the Common Areas and Installations and shall cease to be part of the Owner's Allocation.

9.4 **ADDITIONAL AREAS:** In case after sanction of the Building Plans, any additional floor or area or parking space beyond those sanctioned under the Building Plans, is thereafter possible to be constructed by utilizing the land area of the Subject Property due to any reason including increase in Municipal FAR or any other modification of the building rules or otherwise, and the Developer

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decides to avail such possibility, the parties shall mutually decide the terms and conditions in respect of the additional areas arising thereof at the material time on the basis of a broad ratio of 45% to the Owner and 55% to the Developer.

- 9.5 **AREAS:** The carpet area, built-up area and super built-up area in respect of all the Units in the Building Complex (whether comprised in the Owner's Allocation or the Developer's Allocation) shall be calculated by the Developer on uniform basis.
- 9.6 **ATTRIBUTABLE PROPORTION SHARE:** The proportionate share in land and in the Common Areas and Installations attributable to any Unit shall be determined by the Developer by taking the ratio in which the carpet area of such Unit bears to the total carpet area of all the Units for the time being to contain in the New Building.
- 9.7 **DELIVERY OF UNITS COMPRISED IN THE OWNER'S ALLOCATION:** The delivery of the Owner's Allocation to the Owner shall be upon the issuance of the Notice of Completion and unless possession of the Owner's Allocation is taken by the Owner earlier, the Developer shall be deemed to have discharged its obligations towards delivery of possession of the same to the Owner upon expiry of 30 days of issuance of the Notice of Completion. The actual delivery of possession shall, however be subject to refund of the Security Deposit and/or payment of any other amounts by the Owner in terms hereof.
- 9.8 **CONDITIONS ATTACHED TO OWNERSHIP OF OWNER'S ALLOCATION:** The Owner and all its Transferees shall be liable to abide by the covenants, conditions and restrictions regarding the ownership user and enjoyment of the Owner's Allocation and all Units and Parking Spaces comprised therein as be formulated by the Developer from time to time including those contained in the **SIXTH SCHEDULE** hereunder written.

10 TRANSFER OF INDIVIDUAL ALLOCATIONS:

10.1 TRANSFER OF THE OWNER'S ALLOCATION:

- 10.1.1 Subject to the provisions contained in Clause 10.3 below, the Owner shall with effect from and only after the commencement of booking by the Developer in respect of the Developer's Allocation, be entitled to take bookings of and/or Transfer the Owner's Allocation and to receive and appropriate all, consideration,

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proceeds and realization from its Transferees (except Extras and Deposits). The Owner shall for such purposes be entitled to execute Agreements for Sale, Deeds of Conveyances and other deeds and documents in favour of the Transferees of the Owner's Allocation and if necessary, register the same. The Developer shall join as a party in such agreements and documents. The dealings of the Owner with regard to the Owner's Allocation shall not in any manner fasten or create any additional financial or monetary liabilities upon the Developer.

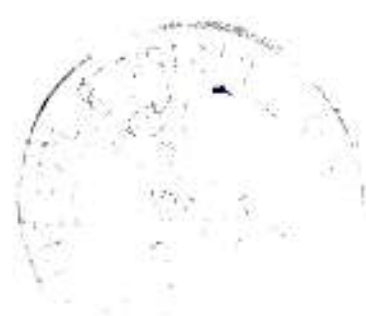
- 10.1.2 Subject to the other provisions hereof, all amounts and consideration receivable by the Owner under any agreements, contracts and deeds in respect of the Owner's Allocation shall be received realised and appropriated by the Owner exclusively and the Developer shall have no concern therewith.
- 10.1.3 The Owner shall cause to be paid by the intending Transferees of the Owner's Allocation, the Extras and Deposits in favour of Developer.
- 10.1.4 In case for carrying out the Transfers, the Owner requires to register itself under the Real Estate Laws or to follow any procedures, regulations, guidelines or other requirements, the Owner agrees to do and carry out the same and the Developer shall co-operate with the Owner in respect thereof.
- 10.1.5 In case so required by the Owner, the Developer shall deliver possession of the portions of the Owner's Allocation to the respective Transferees to whom the same may have been agreed to be transferred by the Owner subject to the concerned Transferee not being in any default of his obligations.

10.2 TRANSFER OF THE DEVELOPER'S ALLOCATION:

- 10.2.1 Subject to the provisions contained in Clause 10.3 below, the Developer shall upon getting registration under the Real Estate Laws be entitled to commence booking for Transfer of the Transferable Areas forming part of the Developer's Allocation. The Developer shall notify the Owner in writing the date on which it commences such booking. The Developer shall be absolutely and exclusively entitled to deal with, Transfer or part with possession of any part of the Developer's Allocation and receive and appropriate all, consideration, proceeds and realization without any interference or obstruction from the Owner and/or requiring any permission or consent from the Owner.
- 10.2.2 The Owner doth hereby accord his consent and authorization to the Developer to enter into the agreements and contracts with the prospective Co-owners in respect

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of the Developer's Allocations or any part thereof without making the Owner a party thereto. However, if so required by the Developer, the Owner shall, notwithstanding the consent and authorization above, and without claiming any consideration or money, join in as party to all such agreements and contracts. The dealings of the Developer with regard to the Developers' Allocation shall not in any manner fasten or create any additional financial or monetary liabilities upon the Owner.

10.2.3 The Owner also agrees and binds herself to execute and register the sale deeds and other instruments of transfer to complete the sale or transfer of the undivided shares in the land in favour of the prospective Transferees of the Developer's Allocation as may be nominated by the Developer. The constituted attorney appointed by the Owner under the power/s of attorney being executed in terms hereof shall be entitled to represent the Owner for the said purpose of such execution and registration, amongst others.

10.2.4 All Realizations, amounts and consideration, Extras and Deposits receivable by the Developer under any agreements, contracts and deeds in respect of the Developer's Allocation, shall be to the account of and shall be received realised and appropriated by the Developer exclusively and the Owner shall have no concern therewith.

10.2.5 The Owner agree to sell and transfer their undivided shares in the land attributable to the concerned Unit and/or other Transferable Areas comprised in the Developer's Allocation with all and whatever its entire share right title and interest therein to the respective Transferees nominated by the Developer in such parts or shares as the Developer may nominate or require.

10.3 **RIGHT TO TRANSFER ALLOCATIONS AND CONDITIONS GENERALLY AFFECTING THE SAME:** The Owner and the Developer shall be entitled to Transfer their respective Allocations to such person and at such price/consideration as they may respectively deem fit and proper Provided However That

10.3.1 The Developer shall not be entitled to deliver possession of or execute the Deed of Conveyance in respect of any Unit comprised in the Developer's Allocation in favour of the Transferee/s thereof before issuing the Notice of Completion in respect of the Owner's Allocation to the Owner.

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- 10.3.2 Neither party shall make any commitment or enter upon any term which is or may be repugnant to or contrary to those contained herein or otherwise affects or prejudices the scope of the respective rights and obligations of the parties hereto.
- 10.3.3 The Owner shall not be entitled to sell and transfer the Owner's Allocation at prices less than those offered by the Developer in respect of the Developer's Allocation at the material time, subject to a leverage/variation of 5%, without the prior written consent of the Developer.
- 10.3.4 The draft of agreements and deeds for the purpose of any Transfer shall be on a uniform format prepared by the Developer and initialled by the parties separately for identification.
- 10.3.5 The sale of Units shall be done on uniform basis by both the Developer and the Owner i.e. on carpet area and the built-up area, unit area for CAM or any other areas to be applicable for the Units shall be such as the Developer may specify.
- 10.3.6 The Owner shall not be entitled to execute any Deed of Conveyance in respect of any Unit or portion forming part of the Owner's Allocation before Completion of Construction of the Building and delivery of the Owner's Allocation by the Developer to the Owner.
- 10.3.7 The Owner shall not make any commitment or enter upon any agreement or term which is or may be repugnant to or contrary to those contained or otherwise affects or prejudices the scope of the rights and obligations of the Developer hereunder.
- 10.3.8 All documents of transfer or otherwise shall be drafted by DSP Law Associates, Advocates of 4D Nicco House, 1B & 2 Hare Street, Kolkata-700001 or such other Advocates as may be appointed by the Developer.
- 10.4 **PUBLICITY:** The Developer shall be entitled to advertise for Transfer of the Units, Parking Spaces and other saleable spaces/constructed areas in the Building Complex in all media. The Developer will also put the names/logo/brand of the Owner in all the advertisement/publicity in print or electronic media.
- 10.5 **MARKETING & PUBLICITY COSTS:** All costs and expenses of marketing publicity, making brochure/catalogues and like other publicity sources relating to marketing and publicity shall be borne by the Developer.

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- 10.6 **EXTRAS AND DEPOSITS:** All Extras and Deposits that may be agreed to be charged by the Developer directly from any Transferee shall be paid to the Developer directly by the Transferees of the Owner's Allocation and the Developer's Allocation. The Developer shall be free to add or alter the particulars of Extras and Deposits as mentioned in the **FOURTH SCHEDULE** hereunder written. The Owner shall be liable to pay or cause to be paid by the Transferees, as the case may be, the applicable Extras and Deposits, within 30 days of receiving Notice of Completion or at the time of taking possession thereof, whichever be earlier.
- 10.7 **LOANS BY TRANSFEREES:** The Transferees shall be entitled to take housing loans from banks, institutions and entities granting such loans for the purpose of acquiring specific Units and Transferable Areas. The Owner and the Developer shall render the necessary assistance and sign and deliver such documents, papers, consents etc. as required in this regard by such banks, institutions and entities provided that there shall not be any monetary liability for repayment of such loans or interest upon them or any of them nor shall there be any charge or lien on the Project/Subject Property except the flat and appurtenances under sale or Transfer and save those occasioned due to cancellation of the agreement with the Transferees and to the extent to be mentioned in the agreement for sale to be entered into with them.
- 10.8 **BANK ACCOUNTS:** In order to meet the requirements of the Real Estate Laws if escrow bank accounts are required to be opened by the parties hereto jointly or severally and any mandate or other instructions are required to be given for holding or disbursement of part payments, the same shall be carried out by the Owner as per requirements of the Developer and/or of the laws.
- 10.9 **GOODS & SERVICE TAX AND TDS ETC.:**
- 10.9.1 The parties shall respectively discharge statutory compliances in respect of TDS or Income Tax related compliances as well as Goods and Service Tax collections or payments and any other statutory compliance in respect of Transfer of their respective allocations.
- 10.9.2 The Owner will bear the Goods and Service Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force pertaining to the sale of the Owner's Allocation.

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10.9.3 The Developer will be responsible to discharge the Goods and Services Tax on the transfer of development right by the owner under reverse charge mechanism and will charge the Owner for the construction services plus GST in terms of the provisions of GST and would be also liable to discharge GST on the sale of the Developer's Allocation as prescribed under the laws of GST.

11 COMMON PURPOSES AND MAINTENANCE IN-CHARGE:

11.1 **COMMON PURPOSES:** All Transferees shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Developer and adopted for or relating to the Common Purposes in consultation with the Owner.

11.2 **MAINTENANCE IN-CHARGE:** The Developer shall form or enable formation of a Maintenance Company and/or Association for the Common Purposes of management and maintenance of the Building Complex and for the collection and disbursement of Common Expenses and till such time as the Association or Maintenance Company is formed and handed over or till such other time as the Developer may desire, the Developer or its nominee shall be in charge of administering the Common Purposes. It is expressly agreed and understood that so long as the Developer or its nominee remains the Maintenance In-charge, the Owner and/or its nominees or Transferees shall not hold the Developer or its nominee liable or responsible for rendering any accounts or providing explanations for any expenses incurred.

12 COVENANTS BY THE OWNER:

12.1 The Owner doth hereby covenant with the Developer as follows:-

12.1.1 The Owner shall sign, execute, submit and deliver all applications, undertakings, declarations, affidavits, plans, letters and other documents and shall do all acts deeds and things as may be required by the Developer in connection with the obtaining of any modification/alteration to the sanctioned Building Plans and for obtaining any approvals required to be obtained by the Developer for commencing or carrying out the development at the Subject Property.

12.1.2 For all or any of the purposes contained hereinabove and required by the Developer, the Owner shall render all assistance and co-operation to the

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Developer and shall sign execute 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 promptly and without any delay failing which the time periods for construction by the Developer shall stand automatically extended by the periods of delay on part of the Owner.

- 12.1.3 With effect from the date of execution hereof, the Owner shall not deal with, transfer, let out or create any encumbrance in respect of the Subject Property or any part thereof or allow any development to be made thereat save only to the extent permitted expressly hereunder.
- 12.1.4 The Owner shall not be entitled to encumber or create any mortgage or charge of the Owner's Allocation or provide the same or any part thereof as security for any loan or guarantee whatsoever without the prior written consent of the Developer.
- 12.1.5 The Owner shall not be entitled to assign this Agreement or any part thereof from the date hereof without the prior consent in writing of the Developer. However, any merger or demerger affecting the Owner's companies and the Subject Property as its asset shall be subject to this Agreement and the Power of Attorney to be executed in pursuance hereof and all acts, deeds and things done in pursuance hereof. Any demerged or merging entity holding the Subject Property shall be bound by this Agreement, the Power of Attorney to be executed in pursuance hereof and all acts, deeds and things done in pursuance hereof in the same manner and to the same extent as the Owner would have been bound. Such merging or demerging entity shall, at its costs and expenses, be bound to enter upon any further agreement or power of attorney.
- 12.1.6 The Owner shall not cause any interference or hindrance in the modification/addition/alteration of Building Plans in terms hereof, the construction and development at the Subject Property by the Developer and/or the Transfer of the Transferable Areas and shall not do any act deed or thing whereby any right of the Developer hereunder may be affected.
- 12.1.7 The Owner shall ensure that they shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement and shall keep the Developer and all persons deriving right from the Developer fully saved, harmless and indemnified from and

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against all losses, damages, costs, claims, demands, actions or proceeding that may be suffered or incurred by them or any of them in this regard.

12.1.8 The Owner shall bear and pay all taxes and impositions levied by the State Government, Central Government or any other authority or body or which are applicable under any law for the time being in force on the Owner's Share of Realization.

12.1.9 The Owner has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.

13 **COVENANTS BY THE DEVELOPER:** The Developer do hereby covenant with the Owner as follows:-

13.1.1 The Developer agrees not to do any act, deed or thing whereby any right or obligation of the Owner hereunder may be affected or whereby the Owner is prevented from making or proceeding with the compliance of their obligations hereunder.

13.1.2 The Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limit without any delays or defaults and shall not do or permit to be done any act or omission contrary to the terms and conditions of this Agreement in any manner.

13.1.3 The Developer shall not be entitled to assign this Agreement or any part thereof from the date hereof without the prior consent in writing of the Owner, but may enter upon joint ventures, collaborations and/or tie-ups with any person and may also appoint a sub-developer as the Developer deems fit and proper. However, the obligations of the Developer hereunder shall not be affected thereby.

14 **FORCE MAJEURE:** Notwithstanding anything to the contrary contained elsewhere in this Agreement, the parties hereto shall not be considered to be in default of the performance of the obligations or be liable for any obligation hereunder to the extent that the performance of their respective obligations are prevented by the existence of Force Majeure and the time for performance shall remain suspended during the duration of the Force Majeure.

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15 **POWERS OF ATTORNEY:**

- 15.1 The Owner shall, with the execution of these presents, execute and/or register one or more Powers of Attorney in favour of the Developer and/or the Developer's nominated persons being namely Abhishek Kedia or such other person as may be nominated from time to time granting all necessary powers and authorities to effectuate and implement this Agreement (including for preparation and sanction of the revised Building Plans, construction and development of the Building Complex and for sale or otherwise transfer of the Transferable Areas comprised in the Developer's Allocation) and also otherwise under this Agreement and agree that the same shall subsist during the subsistence of this Agreement.
- 15.2 It is understood that to facilitate the Building Complex, various acts deeds matters and things not specified herein may be required to be done by the Developer for which the Developer may need the authority of the Owner for making or signing various applications and other documents relating to which specific provisions may not have been mentioned herein. The Owner hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the 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 undertake to sign and execute all such additional applications and other documents as the case may be on a written request made by the Developer.
- 15.3 The said power or powers of attorney to be so granted by the Owner to the Developer and/or its nominee(s) shall form an integral part of this Agreement and the Owner shall not be entitled to modify or alter the same without the prior written consent of the Developer.

16 **GENERAL:**

- 16.1 **ENTRY:** As a purpose incidental to carrying out the development of the Subject Property in terms hereof, the Owner shall allow the Developer to enter upon and carry out necessary works without either delivery or acceptance of any form of possession by the Owner to the Developer. It is hereby expressly agreed by and between the parties hereto that the possession of the Subject Property shall not be given and is not intended to be given to the Developer under any circumstances whatsoever including in part performance as contemplated under Section 53A of the Transfer of Property Act, 1882 read with Section 2(47)(v) of the Income Tax

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Act, 1961. It is expressly agreed and declared that the possession, juridical or otherwise, of the Subject Property shall always remain vested in the Owner.

- 16.2 **PROPERTY TAXES AND OUTGOINGS:** Till the date of execution hereof, all taxes and outgoings (including arrears) on account of municipal/property tax, land tax and other outgoings shall be borne and paid by the Owner and those arising for the period hereafter and until the Completion of Construction shall be borne and paid by the Developer, provided that upon construction of any phase of development at the Subject Property, all taxes and outgoings shall be borne, paid and discharged by the Transferees and for non-alienated areas, by the parties hereto in the Agreed Ratio.
- 16.3 **REAL ESTATE LAWS:** The Developer shall comply with all the necessary requirements under the Real Estate laws and which are required to be complied with by a developer of a building and the Owner shall co-operate and assist the Developer in respect thereof. The Owner shall also comply with all necessary requirements under the Real Estate laws required to be complied with by a landowner.
- 16.4 **OWNER'S NAMED REPRESENTATIVE:** Unless changed by the Owner hereafter in writing, Saurabh Kedia son of Sharad Kumar Kedia shall be the Owner's representative and shall be and is hereby authorized by the respective Owner to deal with the Developer in all matters involving the Project. The acts of the said Owner's representative in all matters referred to herein shall be binding upon the Owner.
- 16.5 **FINAL DECISION IN RESPECT OF MATTERS TO BE CONSULTED:** Except as specifically provided in this Agreement to the contrary, in all those matters agreed to be decided by or carried out by the Developer in consultation with the Owner, if there is any dispute or lack of consensus on any point or issue, the decision of the Developer on such point or issue shall be final and binding on the Owner.
- 16.6 **INDEMNITY BY OWNER:** At all times hereafter, the Owner hereto shall indemnify and agree to keep the Developer saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising out of any representation of the Owner found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature by the Owner in relation to the terms and conditions hereof, whether statutory or contractual or under civil or criminal laws.

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- 16.7 **INDEMNITY BY DEVELOPER:** At all times hereafter, the Developer hereto shall indemnify and agree to keep the Owner saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered by or incurred by the Owner and arising out of any representation of the Developer being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature by the Developer in relation to the terms and conditions hereof whether statutory or contractual or under civil or criminal laws.
- 16.8 **NO PARTNERSHIP OR AOP:** The Owner and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the parties in any manner neither shall the parties constitute an Association of Persons (AOP).
- 16.9 **NOT A PRESENT TRANSFER:** Nothing in this Agreement is intended to or shall be construed as a transfer of possession of the Subject Property at present in favour of the Developer.
- 16.10 **WAIVERS:** Failure or delay by either party to enforce any of their rights under this Agreement shall neither amount to an implied waiver of such rights nor shall it affect, diminish or prejudice the right of such party to require performance of that provision in any way. A waiver on any occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion.
- 16.11 **EFFECTIVENESS:** This Agreement shall apply with effect from the Appointed Date. The parties shall respectively be entitled to the benefits of all acts done by them prior to the date of execution hereof. The execution of this Agreement shall not invalidate any act, deed or thing done by the parties prior to the date of execution hereof. However, with effect from the Appointed Date, the terms and conditions hereof shall apply only between the parties hereto.
- 16.12 **PART UNENFORCEABILITY:** In case any provision of this Agreement or the application thereof to any circumstance is found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree, in the circumstances referred to above, to use all reasonable endeavors to substitute any invalid or unenforceable provision with a valid or enforceable



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provision which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.

- 16.13 **MODIFICATIONS:** No amendment or modification of this Agreement or any part thereof shall be valid and effective unless it is made by an instrument in writing executed both by the Owner and the Developer.
- 16.14 **EXECUTION IN DUPLICATE:** This Agreement is being executed in Duplicate, one copy each whereof shall be retained by the Owner and the Developer respectively and each such copy shall be deemed to be the original.
- 16.15 **CHANGE IN CONSTITUTION:** It is further expressly clarified that notwithstanding any amalgamation, merger, demerger etc. of any of the parties, this Agreement as well as the Power(s) of Attorney to be executed by the parties in pursuance hereof shall remain valid and effective and shall automatically bind all successors and/or successors-in-office of the parties.
- 16.16 **NAME:** The Building Complex name shall be decided by the Developer solely.

17 **DEFAULTS:**

- 17.1 If at any time hereafter it shall appear that any of the parties hereto has failed and/or neglected to carry out its obligations under this Agreement or to extend its full cooperation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by it from the defaulting party without prejudice to its other rights hereunder.
- 17.2 The parties shall refer all disputes or differences arising between them to the arbitral tribunal as morefully provided hereinafter and accept and abide by the award passed by the arbitral tribunal.

- 18 **NOTICES:** All notices to be served hereunder by any of the parties upon the other shall be deemed to have been served on the 4th day from the date of dispatch of such notice by prepaid registered post with acknowledgement 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 speed post without the same being served, None of the parties shall be entitled to raise any objection as to the service of the notice deemed to have been served as aforesaid.

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19 **ARBITRATION:** All disputes and differences arising between the parties hereto regarding the construction or interpretation of any of the terms and conditions contained herein or which touch upon these presents and/or the Subject Property or regarding the determination of any liability shall be referred to arbitration and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment thereof for the time being in force. In connection with the said arbitration, the parties have agreed to and declared as follows:

19.1.1 The arbitral tribunal shall have summary powers and shall be entitled to lay down its own procedure.

19.1.2 The arbitral tribunal shall be at liberty to give interim orders and/or directions.

19.1.3 The parties shall abide by all directions and/or awards passed by the arbitral tribunal and shall not challenge the same in any manner whatsoever or howsoever.

20 **JURISDICTION:** Only the Calcutta High Court and those courts having territorial jurisdiction over the Subject Property shall have the jurisdiction to entertain, try and determine all actions and proceedings arising between the parties hereto relating to or arising out of or under this Agreement or connected therewith including the arbitration as provided hereinabove.

SECTION-IV # SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

(SUBJECT PROPERTY)

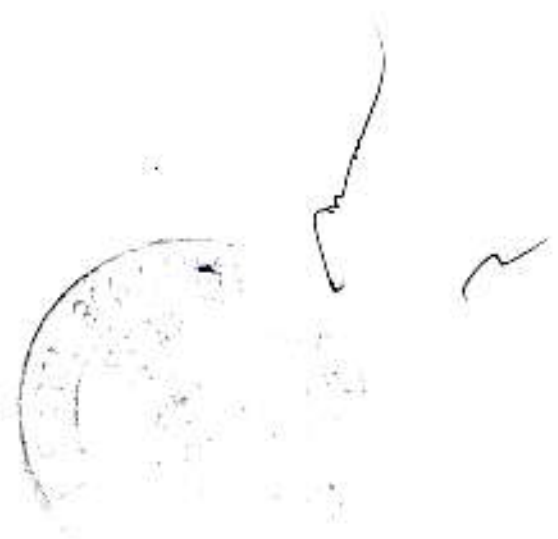
ALL THAT piece and parcel of total land admeasuring 99 satak more or less being an entire R.S and L.R Dag No.1059 (36 Satak) and divided and demarcated portion of R.S and L.R Dag No. 1060 (63 Satak out of 120 Satak) recorded in L.R Khatian Nos. 1966, 1979 and 1980 in Mouza Kalikapur, J. L. No. 40, Police Station - Rajarhat, within the jurisdiction of Patharghata Gram Panchayat in the District of North 24 Parganas, Kolkata 700135, The Subject Property is butted and bounded as follows:-

On the North : Partly by Open Land and R.S Dag No.1060;

On the North : Partly by Panchayat Road and R.S Dag No. 1508;

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- On the East** : Partly by Open Land and R.S Dag No. 1058;
On the West : Partly by R.S Dag Nos.1060 and 1069;

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

THE SECOND SCHEDULE ABOVE REFERRED TO:

(COMMON AREAS AND INSTALLATIONS)

PART-I

1. Common Areas & Installations at each of the Towers:
 - 1.1 Ground floor lobby, Staircase with connected landings
 - 1.2 Lifts with Lift well and machine room.
 - 1.3 Common lobbies in all floors
 - 1.4 Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobbies and landings and operating the lifts.
 - 1.5 Roof of the Buildings except any portions reserved for communication towers and/or branding of the Developer.
 - 1.6 Such other common parts areas in or the two towers or any of them as may be provided by the Promoter.

2. Common Areas & Installations at the Project:
 - 2.1 Driveways and paths and passages at the Subject Property except those reserved by the Promoter for exclusive use.
 - 2.2 Transformer and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
 - 2.3 Electrical installations with main switch and meter and space required therefor.
 - 2.4 Over head water tank with water distribution pipes from such Overhead water tank connecting to the different Units.
 - 2.5 Water, waste and sewerage evacuation pipes and drains.

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- 2.6 CCTV at ground floor level with central security surveillance and at any other place, if so provided by the Developer.
- 2.7 Underground Reservoir with water distribution pipes to the Overhead water tank of the Designated Tower.
- 2.8 Water pump with motors and space for installation of the same.
- 2.9 One Generator its panels, accessories and wirings and space for installation of the same.
- 2.10 Water Treatment Plant if Deep Tube Well is required.
- 2.11 Fire fighting system in the Common Areas along with Water Reservoir, overhead water tank, pumps, distribution pipes, panels, wirings, accessories and space for the installation of the same all as per recommendation by Fire Service Authority.
- 2.12 Boundary wall and gates.
- 2.13 Activity Centre facilities viz., Indoor Game Room and Lounge with open terrace with first time equipments at first floor level of Tower 2, Gym with first time equipments at first floor of Tower 2, Swimming Pool and Podium Garden at first floor level of Podium, shower and change area on the first floor level of Tower 2, Community Hall with kitchen toilet with the first time fittings on the first floor level of Tower 1.
- 2.14 Such other common parts areas and any covered and open space in or about Subject Property and for the Project as a whole as may be provided by the Promoter.

THE THIRD SCHEDULE ABOVE REFERRED TO:

SPECIFICATIONS

PART-A

(SPECIFICATIONS, AMENITIES AND FACILITIES FOR THE UNIT)

Door:

Shutter - Solid core flush shutters

Frame - Solid timber frames | Made of treated Wood

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Hardware - Mortise lock and handle

Windows - Anodised | Powder coated aluminium frames with glazed shutters

Flooring and Tiling:

Bedroom - Vitrified tiles

Living | Dining - Vitrified tiles

Toilet floor - Anti-skid ceramic tiles

Toilet wall - Ceramic tiles

Kitchen floor - Vitrified tiles

Kitchen dado - Ceramic tiles

Kitchen counter - Granite above kadappa stone

Balcony - Anti-skid ceramic tiles

Sanitaryware - Chromium plated fittings, white, high quality porcelain fixtures

Electricals - Quality concealed copper wiring, Modular switches and miniature circuit breakers, TV socket and broadband point

PART B

(SPECIFICATIONS AMENITIES AND FACILITIES FOR THE BUILDING COMPLEX)

Hardware - Mortise lock and handle

Paver block | Kota | Granite | Grass paver | VDF (vacuum dewatering concrete flooring)

Exterior - Weatherproof exterior paint finish

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ADDITIONAL REGISTRAR
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Electricals - Quality concealed copper wiring

Modular switches and miniature circuit breakers, TV socket and broadband point

Lift fascia - Marble | Granite | Laminate finish

Lobby - Vitrified tiles

Sanitaryware - Chromium plated fittings, white, high quality porcelain fixtures

Door:

Shutter - Solid core flush shutters

Frame - Solid timber frames | Made of treated Wood

Staircase - Marble | Kota | IPS

Structure - Earthquake resistant RCC framed structure

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(EXTRAS AND DEPOSITS)

EXTRAS shall include:

- (i) Additions or alterations made in the flat at the instance of the buyers at the choice of Developer
- (ii) Any type of taxes like GST, local taxes and any other statutory levy or tax etc., payable to any government authority or local body (without however affecting the provisions in respect thereof under the operative part of the agreement above).
- (iii) Any EDC/IDC charges payable to any government authority or any local body etc.
- (iv) All costs, charges and expenses on account of bringing electricity lines/connections, HT & LT power (including Sub-station, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts payable to the electricity service provider.
- (v) Security or any other deposit (including minimum deposits or any deposit by any name called) and all amounts or increases thereof payable to the electricity service provider for electricity water and any other connection or service at the Building Complex.

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OF ASSURANCES-IV, KOLKATA
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- (vi) All costs, charges and expenses on account of one or more generators and like other power-backup equipment and all their accessories (including cables, panels and the like) for the Building Complex.
- (vii) Betterment fees, development charges, and other levies taxes duties and statutory liabilities that may be charged on the Subject Property or the Buildings or the Units or on their Transfer or construction partially or wholly, as the case may be.
- (viii) Cost of formation of Association/service maintenance company/society.

DEPOSITS (which shall be interest-free) shall include deposits on account of maintenance charges, electricity, water, other facilities, common expenses, rates and taxes, sinking fund etc.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

PART-I

OWNER'S ALLOCATION

A. UNITS:

SL no	floor number	Tower	FLAT MKD.	Flat Block	TYPE OF FLAT	UNIT number NEW
1	2	2	A	2A	3BHK	A-202
2	2	2	B	2B	3BHK	B-202
3	2	2	D	2D	3BHK	D-202
4	3	2	A	2A	3BHK	A-203
5	3	2	B	2B	3BHK	B-203
6	3	2	C	2C	3BHK	C-203
7	3	2	D	2D	3BHK	D-203
8	4	2	A	2A	3BHK	A-204
9	7	2	A	2A	3BHK	A-207

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OF ASSURANCES-IV, KOLKATA
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10	10	2	A	2A	3BHK	A-210
11	4	2	B	2B	3BHK	B-204
12	7	2	B	2B	3BHK	B-207
13	10	2	B	2B	3BHK	B-210
14	4	2	C	2C	3BHK	C-204
15	7	2	C	2C	3BHK	C-207
16	10	2	C	2C	3BHK	C-210
17	4	2	D	2D	3BHK	D-204
18	7	2	D	2D	3BHK	D-207
19	10	2	D	2D	3BHK	D-210
20	5	2	A	2A	3BHK	A-205
21	8	2	A	2A	3BHK	A-208
22	11	2	A	2A	3BHK	A-211
23	5	2	B	2B	3BHK	B-205
24	8	2	B	2B	3BHK	B-208
25	11	2	B	2B	3BHK	B-211
26	5	2	C	2C	3BHK	C-205
27	8	2	C	2C	3BHK	C-208
28	11	2	C	2C	3BHK	C-211
29	5	2	D	2D	3BHK	D-205
30	8	2	D	2D	3BHK	D-208
31	11	2	D	2D	3BHK	D-211

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32	6	2	A	2A	3BHK	A-206
33	9	2	A	2A	3BHK	A-209
34	12	2	A	2A	3BHK	A-212
35	6	2	B	2B	3BHK	B-206
36	9	2	B	2B	3BHK	B-209
37	12	2	B	2B	3BHK	B-212
38	6	2	C	2C	3BHK	C-206
39	9	2	C	2C	3BHK	C-209
40	12	2	C	2C	3BHK	C-212
41	6	2	D	2D	3BHK	D-206
42	9	2	D	2D	3BHK	D-209
43	12	2	D	2D	3BHK	D-212

B. PARKING SPACES:

ALL THAT 18 Parking Spaces in the Basement numbered B-4 to B21 and 16 covered Parking Spaces in the Ground floor numbered GC-11 to GC-26 and 9 open parking spaces at the ground level numbered as GO-12 to GO-20 and 4 parking spaces in multilevel parking system numbered as MLC-1, MGC-1, MLC-2 and MGC-2.

PART-II

UNITS AND PARKING SPACES FORMING PART OF THE DEVELOPER'S ALLOCATION

A. UNITS:

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SL.no	floor number	Tower	FLAT MKD.	Flat Block	TYPE OF FLAT	UNIT number
1	1	1	E	1E	Showroom	E-101
2	2	1	A	1A	3BHK	A-102
3	3	1	A	1A	3BHK	A-103
4	3	1	B	1B	4BHK	B-103
5	3	1	C	1C	3BHK	C-103
6	3	1	D	1D	3BHK	D-103
7	4	1	A	1A	3BHK	A-104
8	4	1	B	1B	4BHK	B-104
9	4	1	C	1C	3BHK	C-104
10	4	1	D	1D	3BHK	D-104
11	5	1	A	1A	3BHK	A-105
12	8	1	A	1A	3BHK	A-108
13	11	1	A	1A	3BHK	A-111
14	5	1	B	1B	4BHK	B-105
15	8	1	B	1B	4BHK	B-108
16	11	1	B	1B	4BHK	B-111
17	5	1	C	1C	3BHK	C-105
18	8	1	C	1C	3BHK	C-108
19	11	1	C	1C	3BHK	C-111
20	5	1	D	1D	3BHK	D-105
21	8	1	D	1D	3BHK	D-108
22	11	1	D	1D	3BHK	D-111
23	6	1	A	1A	3BHK	A-106
24	9	1	A	1A	3BHK	A-109
25	12	1	A	1A	3BHK	A-112
26	6	1	B	1B	4BHK	B-106
27	9	1	B	1B	4BHK	B-109
28	12	1	B	1B	4BHK	B-112
29	6	1	C	1C	3BHK	C-106
30	9	1	C	1C	3BHK	C-109
31	12	1	C	1C	3BHK	C-112
32	6	1	D	1D	3BHK	D-106

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33	9	1	D	1D	3BHK	D-109
34	12	1	D	1D	3BHK	D-112
35	7	1	A	1A	3BHK	A-107
36	10	1	A	1A	3BHK	A-110
37	7	1	B	1B	4BHK	B-107
38	10	1	B	1B	4BHK	B-110
39	7	1	C	1C	3BHK	C-107
40	10	1	C	1C	3BHK	C-110
41	7	1	D	1D	3BHK	D-107
42	10	1	D	1D	3BHK	D-110

B. PARKING SPACES:

ALL THAT 7 Parking Spaces in the Basement numbered B-1 to B-3, B-22 to B-25 and 22 covered Parking Spaces in the Ground floor numbered GC-1 to GC-10 and GC27 to GC-38 and 13 open parking spaces at the ground level numbered as GO-1 to GO11 and GO21 and GO22 and 16 parking spaces in multilevel parking system numbered as ML-1, MG-1, ML-2, MG-2, ML-3, MG-3, ML-4, MG-4, ML-5, MG-5, ML-6, MG-6, ML-7, MG-7, ML-8, MG-8.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

COMMON RULES, REGULATIONS AND RESTRICTIONS:

The ownership and enjoyment of the Unit, Parking Facility, if any and the Common Areas by the respective parties shall be subject to the observance, fulfilment and performance of the terms and conditions of the following common rules, regulations and restrictions:-

- 1) To use the respective Units only for the purposes for which the same are sanctioned and in a decent and respectable manner and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the respective Units or any activity which may cause nuisance or annoyance to any other unit holder.
- 2) To use Parking Facility subject to following conditions:
 - a) Not park any motor car, two-wheeler or any other vehicle at any place other than the place allotted and in case of car parking space only for the purpose of

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parking of his medium sized motor car that could comfortably fit in the allotted Parking Space. Further, to pay the Parking Facility Maintenance Charges as fixed. The Maintenance In-charge may also impose penalty for any wrongful parking in deviation or violation of the applicable conditions for Parking Facility.

- b) Not grant transfer let out or part with any Parking Facility independent of Units, it being expressly clarified that any right to use car parking space does not confer any right of Ownership of the space on which such Parking Facility is provided
 - c) For use of facility of parking in the Mechanical Parking System, to abide by observe fulfill and perform all rules and regulations applicable to the user thereof and to accept that any such use shall be subject to Force Majeure and interruptions, inconveniences and mechanical faults associated with its use.
- 3) To use any Open Terrace subject to the following conditions:
- a) to use the Open Terrace only as an open terrace and as per the conditions of sanction applicable to the same and in a decent and respectable manner and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times;
 - b) not to cover or enclose the same or damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to display any light or signage from the same so as to be visible from outside nor to put any grills or glass or poles or any item going beyond the height of the parapet;
 - c) not to allow or permit any leakage or seepage of water from the floor to any other portion of the said Building;
 - d) not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
 - e) not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor allow the accumulation of water thereat nor store or allow anyone to store any goods articles or things in the said Open Terrace or anywhere at the Subject Property

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- f) not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the said Building and/or the Subject Property and/or outside walls of the said Building save in the manner indicated by the Developer or the Maintenance In-Charge
 - g) not to transfer or assign or part with their right of use of the Open Terrace or part with the possession of the said Open Terrace, independent of the respective connected Units and vice versa.
 - h) not to sub-divide the Open Terrace in any manner.
- 4) Not to hold the Developer liable in any manner for any accident or damage while enjoying the Common Areas including any facility at Activity Centre. The use of the Common Areas including but not limited to the Activity Centre shall be done using due care and caution and the role of the Developer shall be only to provide the initial infrastructure in respect of the Common Areas (including the Activity Centre) and appoint agencies for maintenance of the same.
 - 5) Not to make any construction or addition or alteration or enclose any Common Areas, the Activity Centre nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
 - 6) Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the respective Units except decent nameplates outside the main gates of Units and such signages as the Developer may put.
 - 7) Not open out any additional window or any other apparatus protruding outside the exterior of the Units save window/ split air-conditioners at the place/s provided therefor.
 - 8) Not to partition or sub-divide the Units nor to commit or permit to be committed any form of alteration or changes in the respective Units or in the beams, columns, pillars of the said Building passing through the respective Units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the said Building/s at the Project or any part thereof.

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- 9) Not to misuse or permit to be misused the water supply at the respective Units.
- 10) Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- 11) Not to install or keep or operate any generator in the respective Units or in the or balcony/verandah if attached thereto or in the corridor, lobby or passage of the floor or in any other common areas of the said Building or the Subject Property save the battery-operated inverter inside the respective Units.
- 12) Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.
- 13) Not to allow the watchmen, driver, domestic servants or any other person to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
- 14) No bird or animal shall be kept or harbored in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
- 15) To allow the Developer and Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Units and the Parking Facility, if any at all reasonable times for construction and completion of the said Building and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the respective Units and the Parking Facility, if any within seven days of giving of a notice in writing by the Developer and the Maintenance In-charge thereabout:
- 16) To use the Common Areas only to the extent required for ingress to and egress from the respective Units of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the Subject Property by all other persons entitled thereto.
- 17) To maintain the firefighting system and equipments installed inside the respective Units and to keep the respective Units free from all hazards relating to fire.
- 18) To keep the respective Units and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the said Building and not to do or cause to be done anything in or around the respective Units which may cause or tend to cause or tantamount to cause or affect any damage

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to any flooring or ceiling of any other portion over below or adjacent to the respective Units.

- 19) Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the said Building or may cause any increase in the premia payable in respect thereof.
- 20) Not to draw the electric lines/wires, television/DTH cables, broadband data cables and telephone cables to the respective Units except only through the ducts and pipes provided therefor and further ensuring that no inconvenience is caused to the each other or to the other co-owner of the said Building.
- 21) Not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the said Building and/or the Subject Property and/or outside walls of the said Building save in the manner indicated by the Developer or the Maintenance In-charge.
- 22) To allow the Developer and the Maintenance In-charge, for the purpose of security, to restrict and regulate the entry of visitors into the Project. It being expressly understood that the internal security of the respective Units shall always be the sole responsibility of the respective allottees.
- 23) To co-operate with the Developer and Maintenance In-charge in the management maintenance control and administration of the Project and the Land and other Common Purposes.
- 24) To keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the Subject Property free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the Subject Property.
- 25) To use only the Common Areas and Installations according to the rules framed from time to time by the Developer and/or the Maintenance In-charge in this behalf.
- 26) To maintain at his/her own costs, the respective Units (including but not limited to the grills installed thereat) and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Municipality/Gram Panchayat, WBSEDCL Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the respective Units as well as the

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user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.

- 27) Not to alter the outer elevation or façade or colour scheme of the said Building (including grills, verandahs, lounges, external doors and windows etc.) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Developer as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the said Building otherwise than in the manner agreed by the Developer and the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- 28) Not to install any box grill at the respective Units or any of this windows nor to install any grill the design of which have not been suggested or approved by the Developer or the Architects.
- 29) Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- 30) Not to use the respective residential Units and the Parking Facility, if any or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owner.
- 31) Not to do or permit any animal sacrifice or any festival or occasion which contains any bodily or physical harm to any person or animal at any part or portion of the Common Areas.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

(CHAIN OF TITLE)

A. **Re : R.S. & L.R. Dag No. 1059 (area recorded 36 satak) and 1060 (area recorded 63 satak) –Subject Area 99 Satak (“Dag 1059 and 1060 Property”)**

1. By three Sale Deeds one Unity Infra Projects Limited, Lal Banu Bibi, Ajcharali Mullah (also known as Ajehar Ali Molla) and Ansar Ali Mullah (also known as Ancharali Mullah and Anchar Ali Mollah) for the considerations therein respectively

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mentioned sold conveyed and transferred the Property to the Owner herein as follows:-

- (a) By a sale deed dated 25th April 2014 and registered with the Additional Registrar of Assurances - II, Kolkata in Book I CD Volume No.24 Pages 1403 to 1422 Being No.05100 for the year 2014, the said Unity Infra Projects Limited sold conveyed and transferred to Shree Cars Private Limited, the Owner hereto **ALL THAT** piece or parcel of land containing an area of 36 Satak more or less in R.S Dag No.1059 in Mouza Kalikapur, District North 24 Parganas, absolutely and forever;
 - (b) By a sale deed dated 29th April 2014 and registered with the Additional District Sub Registrar Rajarhat in Book I CD Volume No.8 Pages 2724 to 2738 Being No.04899 for the year 2014, the said Lalbanu Bibi sold conveyed and transferred to Shree Cars Private Limited, the Owner hereto **ALL THAT** piece or parcel of land containing an area of 12 Satak more or less being a portion of R.S Dag No.1060 in Mouza Kalikapur, District North 24 Parganas, absolutely and forever;
 - (c) By a sale deed dated 5th June 2014 and registered with the Additional Registrar of Assurances - II, Kolkata in Book I CD Volume No.32 Pages 1357 to 1373 Being No. 190206993 for the year 2014, the said Ajeharali Mullah (also known as Ajehar Ali Molla) and Ansar Ali Mullah (also known Ancharali Mullah and Anchar Ali Mollah) sold conveyed and transferred to Shree Cars Private Limited, the Owner hereto **ALL THAT** piece or parcel of land containing an area of 60 Satak more or less being a portion of R.S Dag No.1060 in Mouza Kalikapur, District North 24 Parganas, absolutely and forever;
2. The said R.S Dag Numbers 1059 and 1060 have been continued to be numbered as L.R Dag Nos. 1059 and 1060 and name of the Owner hereto mutated as Raiyat in respect of the aforesaid Property in the Records of Rights published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian Nos. 1966, 1979 and 1980.

SC

AC



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REGISTRAR DE...
- 4 FEB 2025

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

SIGNED SEALED AND DELIVERED
by the withinnamed **OWNER** at Kolkata
in the presence of:

For **SHREE CARS PVT. LTD.**

Sandeep Kedia

Director

Sharad Kati
A28/1/1, T N Mukherjee Road
Maabla Uttarpara Hooghly
WB 712245.
Dilip Kumar Mahato

SIGNED SEALED AND DELIVERED
by the withinnamed **DEVELOPER** at
Kolkata in the presence of:

SHREE KEDIA REALTECH LLP

Abhinav Kedia

Designated Partner

Sharad Kati
Dilip Kumar Mahato
2 Hare Street
Kolkata - 700001

Drafted by me:-
Aswini Bhaugne, Advocate

C/o DSP Law Associates

4D, Nicco House

1B & 2, Hare Street

Kolkata - 700001

811115710



AD LITAM REGISTRAR
OF ASSURANCES, KOLKATA
- 4 FEB 2025

RECEIPT AND MEMO OF CONSIDERATION

Received from the within named Developer the within mentioned sum of Rs.20,00,000/- (Rupees twenty lakhs only) towards part payment of the Security Deposit as follows:-

MEMO OF CONSIDERATION

CHEQUE NO.	DATE	BANK	BRANCH	FAVOURING	AMOUNT (Rs.)
001460	04.02.2025	Axis Bank Ltd.	Bhawanipore	Shree Cars Pvt. Ltd.	20,00,000.00
TOTAL					20,00,000.00

(Rupees twenty lakhs only)

WITNESSES:

Shreed Kash

Prithip Anand












For SHREE CARS PVT. LTD.












Saurabh Kati

Director



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
- 4 FEB 2025

<i>Finger prints of the executant</i>					
 Saurabh Kishor					
	Little	Ring	Middle (Left Hand)	Fore Hand	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring Hand	Little

<i>Finger prints of the executant</i>					
 Abhishek Kishor					
	Little	Ring	Middle (Left Hand)	Fore Hand	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring Hand	Little

11.11.2024



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
- 4 FEB 2025

Major Information of the Deed

Deed No :	I-1904-01737/2025	Date of Registration	04/02/2025
Query No / Year	1904-2000318063/2025	Office where deed is registered	
Query Date	01/02/2025 3:30:45 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Dilip Kumar Mahato 10 No. Old Post Office Street, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8777679699, 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/-]		
Sol Forth value	Market Value		
	Rs. 5,98,77,630/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,121/- (Article:48(g))	Rs. 20,105/- (Article:E, E, B)		
Remarks			

Land Details :

District:North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Kalikapur, JI No: 40, Pin Code : 700135

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1059 (RS :-)	LR-1979	Bastu	Shali	36 Dec		2,23,93,260/-	Property is on Road Adjacent to Metal Road,
L2	LR-1060 (RS :-)	LR-1966	Bastu	Shali	3 Dec		17,84,930/-	Property is on Road Adjacent to Metal Road,
L3	LR-1060 (RS :-)	LR-1980	Bastu	Shali	60 Dec		3,56,99,400/-	Property is on Road Adjacent to Metal Road,
	TOTAL :				99Dec	0/-	598,77,630/-	
	Grand Total ;				99Dec	0/-	598,77,630/-	



















Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SHREE CARS PRIVATE LIMITED Shantiniketan Building, 10th Floor, Suite B, 5, Camac Street, City:- Kolkata, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017 Date of Incorporation:XX-XX-2XX3 , PAN No. : AAxxxxx9R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SHREE KEDIA REALTECH LLP 8, Camac Street, Park Circus, City:- Kolkata, P.O:- Shakespeare Sarani, P.S:-Shakespeare Sarani, District:- Kolkata, West Bengal, India, PIN:- 700017 Date of Incorporation:XX-XX-2XX3 , PAN No.:- AFxxxxxx3B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative 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> Saurabh Kedia Son of Sharad Kumar Kedia Date of Execution - 04/02/2025, , Admitted by: Self, Date of Admission: 04/02/2025, Place of Admission of Execution: Office </td> <td></td> <td>  Captured Feb 4 2025 4:55PM LTI 64922025 </td> <td>  04/02/2025 </td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Saurabh Kedia Son of Sharad Kumar Kedia Date of Execution - 04/02/2025, , Admitted by: Self, Date of Admission: 04/02/2025, Place of Admission of Execution: Office		 Captured Feb 4 2025 4:55PM LTI 64922025	 04/02/2025	, 4A, Shambhu Nath Pandit Street, City:- Kolkata, P.O:- Elgin Road, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX0 , PAN No.:- AJxxxxxx8F, Aadhaar No: 67xxxxxxxxB105 Status : Representative, Representative of : SHREE CARS PRIVATE LIMITED (as Director)		
Name	Photo	Finger Print	Signature									
Saurabh Kedia Son of Sharad Kumar Kedia Date of Execution - 04/02/2025, , Admitted by: Self, Date of Admission: 04/02/2025, Place of Admission of Execution: Office		 Captured Feb 4 2025 4:55PM LTI 64922025	 04/02/2025									
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Abhishek Kedia (Presentant) Son of Sharad Kumar Kedia Date of Execution - 04/02/2025, , Admitted by: Self, Date of Admission: 04/02/2025, Place of Admission of Execution: Office </td> <td></td> <td>  Captured Feb 4 2025 4:56PM LTI 64922025 </td> <td>  04/02/2025 </td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Abhishek Kedia (Presentant) Son of Sharad Kumar Kedia Date of Execution - 04/02/2025, , Admitted by: Self, Date of Admission: 04/02/2025, Place of Admission of Execution: Office		 Captured Feb 4 2025 4:56PM LTI 64922025	 04/02/2025	, 4A, Shambhu Nath Pandit Street, City:- Kolkata, P.O:- Elgin Road, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX8 , PAN No.:- AUxxxxxx8M, Aadhaar No: 48xxxxxxxx6955 Status : Representative, Representative of : SHREE KEDIA REALTECH LLP (as Designated Partner)		
Name	Photo	Finger Print	Signature									
Abhishek Kedia (Presentant) Son of Sharad Kumar Kedia Date of Execution - 04/02/2025, , Admitted by: Self, Date of Admission: 04/02/2025, Place of Admission of Execution: Office		 Captured Feb 4 2025 4:56PM LTI 64922025	 04/02/2025									

Identifier Details :

Name	Photo	Finger Print	Signature
Sharad Lath Son of Late Jagdish Prasad Lath 428/1/1, T, N, Mukherjee Road, Makhla, Uttarpara, City:- , P.O:- Uttarpara, P.S:- Uttarpara, District:-Hooghly, West Bengal, India, PIN:- 712245		 Captured 04/02/2025	 04/02/2025
Identifier Of Saurabh Kedia, Abhishek Kedia			