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Rs. 100

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ONE
HUNDRED RUPEES

संसदीय रूपये

भारत INDIA

INDIA NON JUDICIAL

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Registration, The Supreme Court and the
District Courts mentioned in this document
is the part of the PWDCL.

Additional Register
of Assessment Filing

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AT 021259

JOINT DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 5th day of December 2024, Two
Thousand and Twenty Four

between:

Meharia Properties LLP (PAN: ABZFM9910H, LLP IN: ACG-0576 and Date of Incorporation: 14th March 2024), **ISHAANIAA Highrise Holdings LLP** (PAN: AAFFI9200F, LLP IN: AAH-0046 and Date of Incorporation: 25th July 2016), and **ISHAANIAA Property Holdings LLP** (PAN: AAFFI9201E; LLP IN: AAH-0052 and Date of Incorporation: 25th July 2016), all being limited liability partnership firm incorporated under the Act of 2008, having offices at 9, Old Post Office Street, P.O GPO, P.S Hare Street, Kolkata 700001 hereinafter collectively referred to as "**the Owners**" (which expression shall be deemed to mean and include their respective successors in interest and/or assigns) and represented by Bikash Chandra Roy, son of Late Tarak Chandra Roy, (PAN: AHBPR2075E and Aadhaar No. 588232137356) by nationality Indian, aged 63 years residing at 11 Gadadhar Mistry Lane, 2nd Bye Lane, P. O. Santrangachi, P. S. Chatterjeehat, Howrah 711104,

39486

18 SEP 2024

SOLD TO.....

ADDRESS.....

RS..... 18 SEP 2024
100/-

CODE NO. (1067)
LICENCED NO.
20 & 20A / 1973

ANJUSHREE BANERJEE
L. S. VENDOR (D.S.I.)
HIGH COURT, KOLKATA, W.B.



18 SEP 2024



And

Meharia Consortium LLP (PAN: AAFFI9199B; LLP IN: AH-0051 and Date of Incorporation: 25th July 2016), a Limited Liability Partnership, having its registered office at 9 Old Post Office Street, Ground Floor, P.O – GPO, P.S Hare Street , Kolkata 700001 represented by its Designated Partner and Authorised Signatory Anurag Meharia (PAN: AEYPM6998K and Aadhaar: 63831941105), son of Late Mohan Prasad Meharia residing at son of Late Mohan Prasad Meharia, by faith Hindu, by Nationality Indian, by occupation Business, presently residing at Premises No. 57A, Block D, 3rd Floor, P.S. New Alipore, P.O. New Alipore, Kolkata 700053 hereinafter referred to as "**the DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and/or successors in interest and permitted assigns).

WHEREAS:

- 1) The Owners are the joint owners and are seized and possessed of ALL THAT piece and parcel of Land measuring about 33 decimals equivalent to 20 Cottahs be the same a little more or less situated in Mouza Laskarhat, J.L. No. 11, Touzi No. 2998, Dag No. 161, 165, under Khatian No. 146, 165, within Kolkata Municipal Corporation Premises No. 1567 Laskarhat, Kolkata 700039 (formerly being 1602, 1567 and 1564 Laskarhat, Kolkata 700039 together with the 12 feet wide private passage exclusively for the Owners), P.S. Tiljala, Sub-Registration Office at Scaldah, Calcutta Municipal Corporation Ward No. 107, District: 24-Parganas (South), together with the structure measuring 14,400 sqft more or less as more fully described in the **First Schedule** hereto and herein after referred to as the "**said Property**".
- 2) The Owners have purchased the said Property through a several numbers of registered deeds of conveyances registered before the DSR III, Alipore from (a) Dr. Tapan Kumar Sarkar[TKS] , (b) Dr. Molly Sarkar, [AKA Molly Datta and Molly (Datta) Sarkar] (MS) and Dr. Rivu Sarkar (RS) details of which are set out in the Second Schedule hereto.
- 3) The Owners have represented to the Developer as follows:



- a) The Owners are jointly in "khas" and peaceful, vacant, exclusive possession of the said Property.
- b) The original purchase deeds of the Owners relating to the said Property by which the Owners purchased the said Property are in the custody of the Owners and that the Owners have not created any charge or mortgage by depositing the title deeds or any of them or otherwise and that the said Property is free from all encumbrances mortgages, charges, liens, lispendens, attachments, trusts, leases, bargadars, debutters, trusts, acquisition, requisition, alignment and liabilities whatsoever or howsoever.
- c) That the said Property is not vacant land within the meaning of Urban Land (Ceiling & Regulation) Act, 1976 and neither the Owners holds nor did their predecessors in title ever held any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act 1976.
- d) The Owners have not entered into any Agreement for sale and/or Development with any other Developer or Promoter or anybody else whosoever and has also not created any charge in respect of the said Property.
- e) That no notice of attachment, requisition, acquisition has been received from any Competent Authority in respect of the said Property and nor any declaration has been made or published for acquisition or requisition or vesting of the said Property or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the said Property or any portion thereof is not affected by any notice of acquisition or requisition or alignment or vesting under any Act or Case whatsoever.
- f) That the Owners shall comply with all requisitions made by the Developer for the purpose of development of the said Property.
- g) The Owners have a marketable title to the said Property and are not aware of any defect in their title to the said property.



- h) The names of the Owners have been and continue to be recorded respectively as the owners of the said three several Premises in the records of the Kolkata Municipal Corporation and BL & LRO.
- i) No litigation or suit or proceeding is pending in any Court of Law in respect of the said Property or any part thereof nor has any decree, judgement or any other order/interim order been made or passed affecting the said Property or any part thereof in any manner whatsoever.
- j) The said Property or any portion thereof is not affected by any notice or scheme or alignment of the Kolkata Improvement Trust or the Kolkata Municipal Corporation or the Kolkata Metropolitan Development Authority or the Central or State Government or any other Public Body or Authorities.
- k) The said Property or any portion thereof is not affected by any attachment including attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever or howsoever and there is no Certificate case or proceeding against the Owners or its predecessors-in-title for realisation of the arrears of Income Tax or other taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force.
- l) The said Property is not subject to or affected by any right of way, water, light, support, drainage, or any other easement with any other property nor is affected by any partition wall, common wall, drains, ways, paths, or passages.
- m) The said Property or any part thereof is not affected by or subject to any mortgage including mortgage by deposit of title deeds or anomalous mortgage under the Transfer of Property Act, any charge lispendens or annuity, any right of residence or maintenance under any testamentary disposition settlement or other documents or under any law, any trust resulting or constructive arising under any debtor name benami transaction or otherwise, any debtor, wakf



or dev seva, any attachment including attachment before judgment of any Court or authority, any right of any person under any agreement or otherwise, any burden or obligation other than payment of Municipal Rates and Taxes, any restrictive covenant or any pre-emption agreement or any other encumbrance of any kind whatsoever or any decree or order including any injunction or prohibitory order.

- n) As on date there is no valid or subsisting agreement for sale, lease, development or otherwise for transfer of the Owner's rights title or interest in the said Property or any part thereof with any person or persons nor has the Owners otherwise dealt with the same nor has the Owners created any interest or right of any third party therein.

4) That the Developer has represented to the Owners as follows:

- a) That the Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.
- b) That fully relying on the representations of the Owners and believing the same to be true and on the strength thereof, the Developer has offered and agreed to develop and commercially exploit the said Property by amalgamating the three plots of land by applying to appropriate authority and thereafter constructing a Housing Complex for Residential and/or Commercial use, after demolishing the existing structures, in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation.

5) That based on representations made between the Parties and subject to the terms and conditions contained hereinafter, the Owners hereby appoints the Developer as the developer of the Said Property and the Developer accepts the appointment as the Developer of the Said Property by the Owners.



Now this Agreement Witnesses and the parties agree as follows:

Article I: Definitions and Interpretations

- 1) **Definitions:** Unless in these presents it is repugnant or inconsistent with:
 - a) **Advocates** shall mean any lawyer, or a firm of lawyers as may be appointed by the Developer from time to time.
 - b) **Architect** shall mean a qualified person, or persons having experience in civil constructions and duly registered with the Local Authorities and all other statutory authorities required under the prevailing laws to be appointed by the Developer.
 - c) **Building Plan** shall mean the plans drawings and specifications of the New Building(s) as already have been sanctioned by the erstwhile land owner vide Building Permit No. 2024120044 dated 30th April 2024 and sanctioned by the Kolkata Municipal Corporation as conveyed by the said owners to the owners herein.
 - d) **Built up Area** in respect of any unit shall mean the plinth area of such unit and shall include, inter alia, the area of the balconies (if any) attached thereto, the thickness of the external and internal walls thereof and the columns therein **Provided that** if any walls or column be common between two units then only one-half of the area under such walls or column be included in each such unit.
 - e) **Common Area & Installations** shall mean the areas installations and facilities in the New Building(s) and the premises and expressed or intended by the Developer for common use and enjoyment by the occupants of the New Building(s) described in the **Third Schedule** hereunder written.
 - f) **Common Expenses** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the New Building(s) and the said Premises and in particular the Common Areas and Installations and other common purposes



and rendition of services in common to the purchasers/holders of flats/units/apartments therein.

- g) **Common Purposes** shall mean and include the purpose of managing maintaining up-keeping and administering the New Building(s) and the said Property and in particular the common areas and installations, rendition of services in common to the purchasers/holders of units in the New Building(s), collection and disbursement of the common expenses and dealing with all matters of common interest of the purchasers/holders of flats/apartments in the New Building(s).
- h) **Developer** shall mean Meharia Consortium LLP (MCO LLP), a Limited Liability Partnership under the LLP Act of 2008 and having its registered office at 9 Old Post Office Street, Ground Floor, Kolkata 700001 shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and/or successors in interest and permitted assigns.
- i) **Developer's Allocation** shall mean and include the entire saleable area which does not form part of the Owners' Allocation in the New Building(s) to be constructed at the said Property and shall comprise various flats and/or constructed spaces and any other saleable rights and constructed spaces, together with proportionate undivided share in the Land and also in the top roof of the Building(s) and also in the Common Areas and Installations attributable to the Units comprised in the Developer's Allocation together with the entire right to park cars and use of parking spaces on the ground floor of the Building(s) as also at the open space(s) at the ground level in the Land, which shall exclusively and absolutely belong to the Developer.
- j) **New Building and/or Buildings** shall mean and include the new building or buildings, commercial and/or residential and/or mixed-use building(s), as be decided by the Developer and shall be sanctioned by the Municipal Authorities which will be constructed/erected and completed by the Developer on the said Property.



k) **Owners** shall mean Meheria Properties LLP (MP LLP), ISHAANIAA Highrise Holdings LLP (IHH LLP) and ISHAANIAA Property Holdings LLP (IPH LLP) all having their registered office at 9 Old Post Office Street, Ground Floor, Kolkata 700001, West Bengal, India within P. S. Hare Street, P. O. GPO shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and/or successors in interest and permitted assigns.

l) **Owner's Allocation** shall mean and include entitlement to 60% of the undetermined super built up saleable area in the New Building(s) to be constructed at the said Property and shall comprise various flats and/or constructed spaces together with proportionate undivided share in the said Property, the top roof of the Building(s), in the Common Areas and Installations attributable to the Units comprised in the Owner's Allocation.

m) **Parking Spaces** shall mean the spaces on the ground floor of the New Building(s) as also at the open space(s) at the ground level in the Property reserved by the Developer for parking of motor cars and other vehicles therein or thereat.

n) **Said Property** shall mean ALL THAT piece and parcel of Land measuring about 33 decimals equivalent to 20 Cottahs be the same a little more or less situated in Mouza Laskarhat, J. L. No. 11, Touzi No. 2998, L. R. Dag No. 161 and 165, under L. R. Khatian Nos. 426, 427, 1093, 1094, 1095 and 1133 within Kolkata Municipal Corporation Premises No. 1567 Laskarhat, Kolkata 700039 (formerly being 1602, 1567 and 1564 Laskarhat, Kolkata 700039 being Assessee No. 311070815672, P. S. Tiljala, P. O. Tiljala, Kolkata Municipal Corporation Ward No. 107, District: 24 Parganas (South) together with single storied tin shed structure of 14,400 square feet more or less more fully described in the **First Schedule** hereto.

o) **Saleable Space** shall mean all the constructed/open spaces, be it the flats/shops/offices etc. and car parking spaces in the new building(s) to be constructed in the said Property available for independent use and occupation and will include the undivided immeasurable proportionate share in the land and also in all common parts,



portions and facilities after making due provisions for the space required for common facilities and amenities and the area shall be calculated on the basis of super built up area.

- p) **Security Deposit** shall mean the amounts to be paid in terms of Article II herein by the Developer with the Owners as hereinafter stated.
- q) **Service Organisation** shall mean a society, Body or Association formed by the Developer in consultation with all the Unit owners to take over the management and/or administration and/or provisions of the common facilities in the building.
- r) **Specifications** shall mean the general specifications and/or materials to be used for construction erection and completion of the New Building(s) as more fully and particularly described in the **Fourth Schedule** hereunder written.
- s) **Units** shall mean all the saleable spaces/constructed areas in the New Building(s), be it flats/shops/offices etc., capable of being independently and exclusively held, used, occupied, and enjoyed and shall include the open terraces, if any attached to any unit/s.

- 2) **Rules of Interpretation:** In this Agreement (save to the extent that the context otherwise so requires):

- a) **Headings:** Headings have been inserted at various places merely for convenience of reference and are not intended to impact the interpretation or meaning of any clause.
- b) **Definitions:** In this Agreement, the words put in brackets and in bold prints define the word, phrase or expression immediately preceding.
- c) Words importing **singular** shall include **plural** and vice versa.
- d) Words importing **masculine** gender shall include **Feminine** and **Neuter** genders and likewise words importing feminine gender shall



include masculine and neuter genders and similarly words import-
ing Neuter gender shall include masculine and feminine genders.

- c) Any reference to any act of Parliament or legislature whether general or specific shall include any modification, extension, or re-enactment of it for the time being in force and all rules, instruments, orders, plans, regulations, bye laws permissions or directions any time issued under it.
- f) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented, or novated in writing.
- g) A reference to a statutory provision shall include a reference to any modification or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- h) Any reference to this agreement or any of the provisions thereof shall include all amendments and modification made to this Agreement in writing from time to time.
- i) The **Schedules** to this Agreement shall have effect and be construed as an integral part of this agreement.

Article II: Payments

- 1) In lieu of the Owners signing this Agreement with the Developer, apart from giving 60% of total saleable area in the new Buildings or equivalent, the Developer shall also pay to the Owners a total sum of Rs. 100,000.00 (Rupees One Lakhs) only as non-refundable advance to the Owners equally.

Article III: Owner's Obligations

- 1) Simultaneously with the execution of these presents, the Owners have handed over possession of the said property to the Developer, for the purpose of implementing this Agreement.



- 2) That the Owners does hereby grant exclusive license and permissions and/or authorities to the Developer to plan, construct, erect, build and complete in the said Property, a multi-storied building(s) complex in accordance with the building permit to be granted by the Kolkata Municipal Corporation and subject to the terms and conditions as set out below.
- 3) The Owners shall simultaneously with these presents, execute and register with the appropriate registering authority, a Development Power of Attorney or Attorneys in favour of the Developer or its nominee for:
 - a) Construction of the multi-storied building(s) in the said Property.
 - b) Obtaining sanction of the Building Plans and all necessary permissions from different authorities in connection with the construction of the building and/or blocks of building as also for booking and sale of the Developer's Allocation.
 - c) Sale of the Developer's Allocation in the said proposed multi-storied building(s) and for other ancillary acts.
 - d) Mortgaging the Developer's Allocation in the proposed New Building with any financial institutions, banks, or Non-Banking Financial Companies to raise funds for construction of the new building at the Said Property in terms of this Joint Development Agreement.
 - e) Notwithstanding grant of the aforesaid General Power of Attorney, the Owners hereby undertake that they shall execute and if required register as and when necessary, all papers, documents, plans etc. for the purpose of development of the said Property.
 - f) The rights granted to the Developer under such Power of Attorneys in respect to the said Property shall not be revoked or terminated by the Owners so long as the Developer fulfils and/or is ready and willing to fulfil its obligation in terms of this agreement and is not in express default of its obligations hereunder and until all dues to the Developer is cleared to the complete satisfaction of the Developer upon termination of this Agreement, but only after reasonable notice to the Developer to remedy the default, if any.



- 4) In connection with the grant of development rights to the Developer by the Owners, it is agreed understood and clarified that the Owners shall grant the following rights and liberties to the Developer:
 - a) To enter upon the said Property and hold physical possession thereof and construct and build new building(s) at the said Property.
 - b) To sell and/or execute conveyance or otherwise transfer or dispose of or agree to sell/transfer/dispose of Developer's Allocation or any part thereof to the person or persons desirous of owning or otherwise acquiring the same for the consideration and on the terms and conditions as shall be decided by the Developer.
- 5) The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property for constructing residential and/or commercial or mixed use building(s).
- 6) The Owners shall transfer such portion of the said Property parallel to Public Road in favour of concerned local authority free of cost as and/or by way of gift as and if it may be required by Developer for the purpose of constructing high rise building on the said Property and/or for availing other benefits in the matter of development (if so required).
- 7) The Owners hereby agrees and covenants with the Developer that:
 - a) The Owners shall not (during the subsistence of this Agreement and/or development) transfer, grant lease, encumber, deal with, mortgage or create any charge on the said Property and shall co-operate with the Developer in the smooth development of the said Property.
 - b) The Owners shall not to do any act, deed, or thing whereby the Developer may be prevented from developing, constructing, completing, selling, assigning and/or disposing of any part or portion of the Developer's allocation.
 - c) The Owners shall act in good faith towards the Developer so that the Project can be successfully completed.



- d) The Owners shall provide the Developer with any and all necessary documentation and information relating to the said Property as may be required by the Developer from time to time.
- e) The Owners shall not do any act, deed, or thing whereby the Developer may be prevented from discharging its functions under this Agreement.

8) The Owners shall ensure that the title of the Owners to the said Property remains good and marketable and free from all encumbrances and liabilities and continues till the project at the said Property is completed and the Developer's Allocation is sold and transferred in its entirety.

9) The Owners shall hold the original copies of said title deeds relating to the said Property in their custody free from any encumbrances charges liabilities and attachments. The Owners shall always upon demand by the Developer from time to time produce all certified copies/original title deeds for all purposes herein stated, including to enable the buyers of units to take loans from Bank, Financial Institutions etc. and also provide true copies thereof as may be required by the Developer from time to time. After completion of the Building(s) and offering possession of the Owners' Allocation to the Owner in terms hereof, the original title deeds will be retained by the Owner, however the Owners shall produce the said documents and provide copies thereof as and when required by the Developers and/or the buyers of units in the New Buildings at the said Property.

10) The Owners agree and covenant with the Developer not to cause any interference or hindrance in the construction of the proposed New Building(s) at the said Property by the Developer and not to do any act, deed, matter or thing whereby the rights of the Developer hereunder may be affected or the Developer is prevented from making or proceeding with the construction of the New Building(s) or selling or otherwise transferring the Developer's Allocation. If for any act or neglect or default of the Owner, the Developer shall be restrained and/or hindered and/or impeded from developing the said Property and carrying on with the construction of new building or any portion thereof or from selling and transferring the Developer's Allocation on such terms con-



ditions and consideration as will be decided by the Developer in its absolute discretion, then in that event without prejudice to the other rights, the Developer will be entitled to claim liquidated damages for the period such obstruction hindrance or impediment subsists and the resultant loss which may be suffered or incurred by the Developer.

- 11) The Owners shall be bound to execute any deed of transfer/conveyance in favour of the nominees and/or transferees and/or assigns of the Developer's allocation as and when required by the Developer provided that the Developer shall hand over pro-rata Owner's allocation in the newly constructed building to the Owners in a habitable condition.
- 12) All rates, taxes, and outgoings in respect of the said Property relating to the period prior to and till giving possession of the said Property to the Developer shall be borne, paid, and discharged by the Owner. It is made specifically clear that all outstanding dues up to the date of giving possession of the Property as per this Agreement shall remain the liability of the Owners.

ARTICLE - IV: Owners' Rights & Representations

- 1) Owners' Representation:
 - a) The Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Property.
 - b) None other than the Owners have any claim right title and/or demand over and in respect of the said Property and/or had any demand ever in respect of the said Property and/or any portion thereof.
 - c) The said Property is free from all encumbrances' charges, liens, lis pendentes, trusts, attachments, acquisition/requisition whatsoever.
 - d) The Owners have paid or shall pay all rates & taxes and shall apply for no due certificate from the concerned law, revenue, collection departments of the Government of West Bengal and shall arrange to



deliver to the Developer such original certificate within 15 days from the date of these presents.

- c) The said Property is not affected by provisions of the Urban Land (Ceiling & Regulations) Act, 1976 or any other statute and there is no legal bar for development and construction of a new multi-storied building(s) on the said Property, however, if clearance from the ULC Department be required to be obtained under the ULC Act, both the Owners and Developer will cooperate with each other to obtain the same.
- d) That the Owners have paid all rates & taxes and that there is no attachment demands pending in respect of the said Property and/or against the Owners from any Statutory Authority including the Income Tax Authorities.

ARTICLE V: Developer's Obligations

- 1) The Developer shall at its own costs and expenses forthwith:
 - a) Shall execute the Plans sanctioned for the building or blocks of building with the maximum available FAR from the Kolkata Municipal Corporation as sanctioned and transferred in the joint names of the Owners. Have all other permissions, approvals, sanctions, modification, no-objections, and other statutory formalities for sanction of building plan, regularisation and sanction of deviation including obtaining of the Completion Certificate.
- 2) The Developers shall endeavour to get all clearances within 09 (nine) months from the date hereof. However, at the request of the Developer the Owners shall extend the time as may be mutually agreed between the parties.
- 3) The Developer shall construct a residential complex consisting of building or blocks of building at the said Property at its costs:
 - a) In accordance with the plans as already sanctioned by the Kolkata Municipal Corporation and shall and shall hand over the Owners'



allocation to the Owners within 36 months from the date of this presents or within such extended period as may be mutually agreed.

- b) In good substantial and workman like manner by use of good quality of materials. The general specifications and/or materials to be used for construction erection and completion of the new building(s) are more fully and particularly described in the **Fourth Schedule** hereunder written.
- 4) The Developer shall construct the New Building(s) at its own cost and responsibility. The Developer shall alone be responsible and liable to Government, Corporation and other authorities concerned as also to all the labours, staffs and employees engaged by it and shall alone be liable for any loss or for any claim arising from such construction.
- 5) All tax liabilities in relation to the construction, i.e. sales tax, works contract tax and other taxes, duties and dues as shall be applicable to the construction activity to be carried out and paid by the Developer, irrespective of the fact that such statutory levies including, Works Contract Tax and any other taxes as may be applicable for allocation of the Owner's Allocation and the Developer shall keep the Owners indemnified from such liabilities. It is clarified that Service Tax collected from sales of the Owners' Allocation shall be deposited with the Authorities and the Developer shall assist the Owners in this regard and all service tax paid by the developer on account of construction and fulfilling its obligations under this agreement shall be exclusively borne by the Developer.
- 6) The Developer shall be liable for rates, taxes, and outgoings in respect of the said Property from the date of taking possession from the Owners till the date of notice to the Owners to take possession of the Owner's allocation.
- 7) The Developer has assured the Owners that it shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default.



- 8) The Developer will not violate or contravene any of the provisions or rules applicable for construction of the buildings as a result of which any obligations and liabilities may accrue upon the Owners.
- 9) The Developer hereby agrees and covenants with the Owners not to transfer and/or assign the benefits of this agreement or any portion thereof without the consent in writing of the Owner first obtained.

ARTICLE VI: Developer's Rights

- 1) The Developer shall hold possession of the said Property from the date of signing this Agreement.
- 2) The Developer shall at his own cost and expenses get the building plan modified, if necessary as it is sanctioned from appropriate authorities and on signing of this agreement the Developer shall keep the said Building Plan in its custody and produce it and provide a copy of the said sanctioned building Plan to the Owners on requirement.
- 3) The Developer shall have full authority to construct multi-storied building(s) on the said Property in accordance with the building plan so sanctioned by the appropriate authorities.
- 4) Shall deal with the said property at its free will, for making commercial gain for which the Owners shall get revenue sale of spaces from its allocation and the balance revenue shall belong to the Developer.
- 5) The Developer shall have the right to enter into agreements for transfer and booking of Units forming part of the Developers' Allocation.
- 6) Save and except creation of lien in favour of the Developer over the said Land, nothing in these presents shall be construed as a demise of assignment or conveyance in law by the Owners of the said Property or any part thereof to the Developer or create any right, title or interest in respect thereof of the Developer other than a right to the Developer to commercially exploit the same on the terms herein contained by constructing multi-storied building(s) on the said Property and to deal with the Developer's Allocation in the manner herein stated.



- 7) The Developers shall have the unfettered right to mortgage its allocation with any banks, financial institutions and/or non-banking finance companies in order to raise finance to construction and development of the new building on the Said Property by executing registered equitable mortgage and the Owners explicitly grant their consent in this regard. The Owners shall grant appropriate power in the registered Power of Attorney authorising the Developer to sign all such documents for and on behalf of the Owners in this regard.
- 8) The Owners also confirm that they have or shall have no other objection against creation of such a charge if any, by the Developers in this regard and no further consent shall be required from the Owners for the same.
- 9) The Owners do hereby authorize and empower the Developer to apply for and obtain temporary and/or permanent connections for water, electricity, drainage, sewerage power and other inputs utilities and facilities from all State and Central Government authorities and statutory or other body or bodies required for construction use and enjoyment of the New Building(s) at its own costs and expenses either in the name of the Developer and/or the Owners and for that or otherwise to close down and have disconnected the existing connections etc.
- 10) The Developer shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the New Building(s) and obtaining inputs, utilities, and facilities therein and the Owners agree to execute such papers and documents and do such other acts deeds and things as be reasonably required by the Developer, therefore.
- 11) For the purpose of construction of the new building(s), the Developer shall be entitled at its own costs to appoint engage and employ such contractors, sub-contractors, engineers, labourers, mistries, caretakers, guards and other staffs and employees and at such remuneration and on such terms and conditions as be deemed necessary by the Developer. Staff and employees engaged by the Developer, if any, shall be the employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc.



- 12) The Developer shall be solely responsible to look after, supervise manage and administer the progress and day to day work of construction of the proposed New Building(s).
- 13) The Developer shall be solely responsible for performing all obligations under this agreement until the building as a whole including the Units comprised therein are internally and externally completed in all respect as decent residential flats in accordance with the specifications mentioned in the **Fourth Schedule** hereunder written with all essential facilities and utilities including installation of lifts, obtaining lift license, completion of internal and external drainage works, sanction of internal drainage systems, obtaining of the Completion Certificate and obtaining the external drainage connection.
- 14) The Developer after sanction of the plan and at its own risks and costs and without in any manner indulging the Owners into any financial burden, shall be at liberty to negotiate with the prospective buyers of the Developer's Allocation and enter into agreements for transfer of units, car parking spaces and other constructed and other spaces benefits and rights forming part of the Developer's Allocation and belonging to the Developer together with the properties appurtenant thereto together with proportionate undivided share in the land comprised in the said Property and also in the Common Areas and Installations attributable to the Developer's Allocation at or for such consideration and on such terms and conditions as the Developer may deem fit and proper and realise and appropriate the sale proceeds and other amounts receivable therefor and the Owners shall not raise any dispute or objection to the acts deeds and things done by the Developer to its benefit and interest with regard thereto and the Owners shall have no concern therewith.
- 15) The Owners confirm that the Owners shall join in as confirming party at the costs and expenses of the Developer, to all such agreements, deeds and other documents of transfer agreeing and confirming to the effect that the Owners shall execute the Deed of Conveyance for the Units/Car parking space together with proportionate share in the land



comprised in the said Property, without claiming any additional consideration money therefor.

- 16) In case any of the Purchasers/Buyers of the Developer's Allocation commits any default or breach of his/their agreement for acquiring any unit/constructed area then in such event, the Developer shall be at liberty to enforce its rights and terminate such agreement for an on behalf of itself and/or the Owners and to deal with the space and rights of such defaulting Purchaser in such manner as the Developer may deem fit and proper. All losses and incomes accruing in respect thereof shall be for and to the account of the Developer. The unit(s)/car parking space(s) agreed to be sold to the defaulting Purchaser/Buyer shall and be deemed to be the property of the Developer as the same was part of the Developer's Allocation and the same shall be dealt with and/or sold by the Developer at their own discretion and the Owner shall have no concern therewith.
- 17) It is clarified that all amounts receivable by the Developer towards earnest money(s), part -payments and consideration money(s) for and on account of sale or otherwise disposal of the units, car parking spaces and other constructed and other areas benefits and rights forming part of the Developer's Allocation shall solely be to the account of and shall be received and appropriated by the Developer exclusively and the Owners shall have no claim of any nature whatsoever over the same.
- 18) The Developer shall be entitled to collect from the prospective purchasers or transferees of the Developer's Allocation as well as Owners' Allocation (which shall include the Developer and the Owners for units not sold by them), at such rate or rates on super built up area, all charges and deposits including corpus and maintenance deposit, formation of the maintenance company, common expenses, municipal taxes, supply of electricity, electric and water supply connections, legal fees, additional work done on account of Purchaser, etc. The rate or rates for the above shall solely be decided by the Developer and the Owners shall not raise any objection thereto. The Owners hereby consents to the same.



ARTICLE VII: Area Allocation

- 1) In the proposed New Building(s) to be constructed by the Developer at the said Property:
 - a) The Owners shall be entitled to the 60% of the saleable area in the New Building(s) to be constructed at the said Property and shall comprise various flats and/or constructed spaces together with proportionate undivided share in the said Land, the top roof of the Building(s), in the Common Areas and Installations attributable to the Units and Proportionate share in the parking space comprised in the Owner's Allocation.
 - b) The Developer shall be entitled to all that area which does not form part of the Owners' Allocation, of the total saleable spaces in the New Building(s) to be constructed at the Said Property and shall comprise various flats and/or constructed spaces and any other saleable rights and constructed spaces, together with proportionate undivided share in the Land and also in the top roof of the Building(s) and also in the Common Areas and Installations attributable to the Units comprised in the Developer's Allocation together with the right to park entire car parking spaces on the ground floor of the Building(s) as also at the open space(s) at the ground level in the Property, which shall exclusively and absolutely belong to the Developer.
- 2) The Developer shall negotiate and to sell and/or dispose to any intending purchasers all the saleable areas in the New Building/s to be constructed on the Said Property comprising of Flats/Units, apartments, and constructed spaces and any other saleable rights and constructed spaces and all parking spaces and rights together with proportionate interest in the Said Property and also in the top roof of the Building/s and also in the Common Areas and Installations at or for such consideration and on such terms and conditions as the Developer may deem fit and proper.



ARTICLE VIII: Building Construction

- 1) All costs, charges and expenses for construction shall be discharged by the Developer. The Owners shall bear no responsibility in this context. In case of additional cost in the nature of RCC piling, firefighting equipment, Drainage development cost or any other unforeseen expenses required as per direction of Local and/or other Authorities or change in rule, the cost thereof shall be borne by the Developer.
- 2) Unless prevented by circumstances amounting to force majeure as hereafter appearing and other inevitable causes and subject to the Owner complying with its obligations herein, the Developer shall construct complete and make habitable the entire building within 36 months from the date of the following, whichever is later (hereinafter referred to as "the Completion Date").
 - a) The Developer being in a position to commence construction at the said Property and/or compliance of the provision of the West Bengal (Regulation of promotion of Construction and Transfer by Promoters) Act, 1993 and permission under section 7 thereof (Or any other replacement act or acts in place and instead of the above) for commencement of construction of Building(s) at the said Property being granted, subject to a maximum of 3 (three) months.
 - b) There shall be an additional grace period of 6 (six) months (hereinafter referred to as "the Grace Period") after the expiry of the above mentioned 36 month period.
- 3) The Developer shall be authorized in the name of the Owners in so far as it necessary to apply for such services, utilities materials for the construction of the buildings and to similarly apply for and obtain temporary and permanent connection of water, electrical power, drainage, sewerage to the said buildings and other inputs and facilities required for the construction or enjoyment of the buildings for which purpose the Owners shall execute and register in favour of the Developer or its nominee a General Power of Attorney in such form as shall be required by the Developer.
- 4) The Building(s) shall be deemed to be complete and habitable only after the Units comprised therein are internally completed as decent resi



dential flats in accordance with the specifications mentioned in the **Fourth Schedule** hereunder written with all essential facilities and utilities including installation of lifts, obtaining lift license, completion of internal and external drainage works, sanction of internal drainage systems.

- 5) The Developer may also arrange permanent Electric Meter for each flat from CESC at the cost of the respective purchasers of the Units. However, the security deposit and cost of arranging such meters shall be borne by the respective purchasers of the Units.

ARTICLE IX: Maintenance Management, Common Expenses & Outgoings

- 1) The responsibility of management and maintenance of the building at the said Property and all the common areas, installation and facilities thereat shall be that of the Developer until a Maintenance Society or Association is formed (hereinafter referred to as "the Association") for such purposes by the Developer and/or purchasers of the said units and areas in the building and all the unit and areas being made over to the respective buyers or earlier as the Developer may in its absolute discretion decide;
- 2) The purchasers of Units together with car parking spaces in the New Building, shall be bound to bear and pay the proportionate share of all the expenses for formation of such company or society or association or syndicate and also the proportionate common expenses and costs and expenses for such maintenance and management. In the event if any such Units remain unsold, the same shall be borne by the Developers and adjusted from the Gross Receipts before distribution between the Owners and Developer.
- 3) All such costs and expenses shall be paid to the Developer or to the person nominated by the Developer for the time being responsible for the same until the Association is formed and thereafter to such association or society or company.
- 4) As soon as the buildings are completed and the services, i.e., Sewerage, Electricity, Water and Lifts are operational, the Developer shall give



written notice to the purchasers of the Units to take possession of their respective Units and the purchasers of such units shall be deemed to be responsible for payment of all outgoings in respect of his/her unit irrespective of them having not taken possession of the their unit pursuant to such a notice.

- 5) Notwithstanding anything to the contrary contained hereinbefore it is agreed that until individual assessment of the respective flats/Units are made by the authority concerned the said rates and taxes will be borne by the individual flat Owners proportionately.
- 6) As and from the date of notice of physical possession to the purchaser of the Units the purchasers shall be responsible to pay and bear and shall forthwith pay on demand to the Developer service charges for the common facilities in the building.
- 7) All rules and regulations of the Association for the Common Purposes including regarding user maintenance management upkeep and administration of the Building at the said Property, taking of deposits on account of maintenance charges/common expenses, charges or expenses for maintenance and operation of the generator, municipal rates and taxes etc., from the Unit Holders or Purchasers, payment of common expenses or maintenance charges, or expenses for maintenance and operation of the Generator, municipal rates and taxes etc., shall be solely decided by the Developer.
- 8) Each of the parties hereto shall jointly own and hold the unsold portions and/or restrict all the buyers to own and hold their respective units on the similar terms and conditions and restrictions as regards the user and management and maintenance of the Buildings and of common areas and installations and facilities therein and payment and/or deposit of maintenance charges and other outgoings as be decided by the Developer in consultation with the Owner.
- 9) Each of the parties shall ensure that they shall deposit or cause to be deposited by their respective buyers with the Developer and/or the Association or the person for the time being responsible for the maintenance of the Buildings such amounts on account of maintenance



charges/common expenses, charges for management and maintenance of the building and of common areas and installations and facilities therein and operation of the Generator, municipal rates and taxes etc. as be fixed and decided by the Developer in consultation with the Owner.

- 10) In respect of the Owner's Allocation, all purchasers of Units shall reimburse and deposit with the Developer the following amounts before taking possession of the said Units.
 - a) Proportionate security deposit and service charge payable to CESC Limited for obtaining electric connection to the Said Property and New Building. This amount shall be calculated based in the super built up area of each respective Unit.
 - b) Interest free deposit calculated at Rs. 75.00 per square feet of super built-up area of the Units towards creation of Sinking Fund for the future maintenance of the new Building(s).
 - c) Interest free 12 months maintenance charge at the rate of Rs. 3.00 per square feet of super built up area for the maintenance of the new building.

ARTICLE X: Indemnity

- 1) Owners' Indemnity:
 - a) The Owners hereby undertake that the Developer shall be entitled to achieve the purpose the Developer has set out to achieve without any interference or disturbance provided the Developer performs and observes and fulfils the terms and conditions herein contained on their part to be observed, performed and/or fulfilled. In case of any interference or disturbance by the Owners, the Owners will indemnify the Developer in respect of all losses claims demands and damages which may be suffered by the Developer in this respect.
 - b) The Owners shall indemnify and keep the Developer saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developer in



the course of implementing the project including marketing thereof for any claim by any third party for any defect in title of the Owners to the said Property or any of their representations and the warranties being incorrect or breach of this Agreement by the Owners.

2) Developer's Indemnity:

- a) The Developer agrees to indemnify and keep the Owners saved, harmless and indemnified in respect of exercise of all or any of the powers and authorities contained in the General Power of Attorney as mentioned in Clause 3 of Article III hereinabove.
- b) The Developer shall indemnify and keep the Owners saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the construction of the New Building and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's contractors, employees or violation of any permission, rules regulations or byc-laws or arising out of any accident or otherwise.

ARTICLE - XI: Miscellaneous

- 1) The Owners and the Developer have entered into this Agreement purely for construction and nothing contained herein shall be deemed to construe as partnership between the Developer and the Owners but purely as joint venture.
- 2) Upon the completion of the building the parties shall have their respective areas insured for such perils as may be deemed necessary including fire, riot, earthquake, flood, and such other perils, including as provided for in any statute and the cost of such insurance shall be borne by the respective parties in their proportionate area for such period as may be prescribed in any law in force at the relevant period.
- 3) The name of the New Building shall "Oxford RUDRAA" and the Owners shall not object to the same. It is also agreed that the subsequent purchasers of Units thereat shall not be entitled to change the name of the building.



- 4) It is agreed between the parties that the Stamp Duty, Registration Fees and other expenses including Advocate's fee for Registration of this Agreement and/or for Power of Attorney as contemplated under this Agreement shall be paid by the Developer.
- 5) It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and things and the Owners shall execute additional Power of Attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute and do all such acts, deeds, documents, matters and things.
- 6) Any notice required to be given by the Developer shall be deemed to have been served on the Owners, if delivered by hand and duly acknowledge or send by prepaid registered post with acknowledgement due and on the Developer, if delivered by hand or send by prepaid registered post with acknowledgement due to the address which appears in this Agreement.
- 7) The Owners shall not be liable for any Income Tax, Wealth Tax, or any other taxes in respect of revenue received by the Developer from this sale proceeds of the Project and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, costs charges and expenses in respect thereof. Similarly, the Developer shall not be liable for any Income Tax, Wealth Tax, or any other taxes in respect of revenue received by the Owners and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges, and expenses in respect thereof.
- 8) Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the Property or any part thereof to the



Developer by the Owners or as creating any right, title or interest therein in the favour of the Developer except for the right to develop the Property in terms of this agreement provided however the Developer shall be entitled to borrow money from any bank or banks without creating any financial liability on the Owners and it is being expressly agreed and understood that in no event either the Owners or the Owner's Allocation or any of their estate shall be responsible and/or be made liable for payment of any dues to such Bank or Banks and for that purpose the Developer shall keep the Owners indemnified against all actions, suits, proceedings, costs, charges and expenses.

- 9) As and from the date of completion of construction of New Building, the intending purchasers and the Owners shall each be liable to pay and bear proportionate charges on account of all taxes payable in respect of their respective Units.
- 10) Service tax and any other taxes, levies, cess etc. becoming payable on the Developer's allocation and/or owner's allocation will be paid by the respective parties in accordance with law.

ARTICLE XII: Joint Marketing

- 1) Developer shall be responsible to sell the entire saleable space in the said building based on the marketing plan, pricing mechanism, mode of payment and payment of appropriate brokerages to the broking houses or broker who shall be causing such sales as decided by the Developer.
- 2) The cost of brokerage shall be adjusted against the revenue paid to the respective parties at the rate of 2.5% plus ST or GST of the entire sale proceeds, which shall cover the Developers administrative costs and brokerage to be paid on account of such sale.

ARTICLE XIII: Force Majeure

- 1) The Parties hereto shall not to be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the force majeure and shall be suspended from the obligations during the tenure of the force majeure.



- 2) Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lockout and/or any other circumstances beyond the control of the parties hereto.

ARTICLE XIV: Documentation

All the Agreements, Deeds, and other documents for transfer of the Owner's allocation and the Developer's allocation shall be prepared by the Developer.

ARTICLE XV: Arbitration

- 1) Subject to reasons of Force Majeure, in the event the Developer fails and/or neglects to:
 - a) Start construction within 6 months from the date of this presents for the said Property; or
 - b) Complete and finish the new building and/or blocks of building within a period of as specified hereinabove from the date of obtaining sanction of the Plans,
- 2) The Owners shall be entitled to refer the matter to Arbitration as provided for in this Agreement for redressal of the grievances of the Owners and the decision of the Arbitrator shall be binding on the Parties.
- 3) In the event the Owners fails and/or neglects to perform any of their obligations under this agreement, then the Developer shall be entitled to refer the matter to Arbitration as provided for in this Agreement, for redressal of the grievances of the Developer and the decision of the Arbitrator shall be binding on the Parties.
- 4) In case of such disputes and/or differences arise between the parties in respect of this agreement or in respect of any matter in connection with the construction of the multi-storied building(s) at the said Property or in respect of interpretation or construction of any of the terms and conditions herein contained or any matter connected herein the same shall be referred to Arbitration of the Sole Arbitrator to be appointed in terms of the Arbitration and Conciliation Act, 1996 and whose decision shall be final and binding on the parties. The arbitration proceeding



shall be conducted by the said Arbitrator in Kolkata and the Arbitrator shall be entitled to publish interim or summary award. The Arbitration shall be conducted by the said Arbitrator under the provisions of the Arbitration and Conciliation Act 1996 or any other enactment or modification thereof. The language of Arbitration shall always be English only.

ARTICLE XVI: Jurisdiction

The Courts at South 24 Parganas alone shall have the jurisdiction to entertain and try all actions suits and proceedings arising out of this agreement.

ARTICLE XVII: General Clauses

- 1) This Agreement is being executed simultaneously in counterparts, each of which shall be deemed to be an original and both of which shall constitute on instrument and agreement between the parties.
- 2) No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the parties and expressly referring to the relevant provision of this Agreement.
- 3) Any notice, consent, approval, demand, waiver or communication required or permitted hereunder shall be in writing and shall be deemed given/effective if delivered to the person personally, at the time of delivery or if sent by registered mail, with postage and registration fees thereon prepaid on the 5th business day following delivery of such notice to the postal service addressed as mentioned herein above, unless any change in address is communicated in writing by the either Party to the Other.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(The Said Property)

ALL THAT piece and parcel of Land measuring about 33 decimals equivalent to 20 Cottahs be the same a little more or less situated in Mouza Laskarhat, J. L. No. 11, Touzi No. 2998, L. R. Dag No. 161 and 165, under L. R. Khatian



Nos. 426, 427, 1093, 1094, 1095 and 1133 within Kolkata Municipal Corporation Premises No. 1567 Laskarhat, Kolkata 700039 (formerly being 1602, 1567 and 1564 Laskarhat, Kolkata 700039 | Rest in Laskarhat – Rest in Laskarhat) being Assessee No. 311070815672, P. S. Tiljala, P. O. Tiljala, Kolkata Municipal Corporation Ward No. 107, District: 24 Parganas (South) together with single storied tin shed structure of 14,400 square feet and butted and bounded by:

ON THE NORTH: By Premises No. 1399 Laskarhat

ON THE SOUTH: By 12 feet wide KMC Road

ON THE EAST: By Premises No. 1603 Laskarhat

ON THE WEST: By Premises No. 1601 Laskarhat

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:

(Details of Deeds)

Sl. No. of Deed	Vendors	Purchasers	Date of Execution	Date of Registration	Deed Details
1	TKS, MD & RS	MP LLP	05-11-2024	06-11-2024	18535
2	TKS, MD & RS	IHH LLP	05-11-2024	06-11-2024	18538
3	TKS, MD & RS	IPH LLP	05-11-2024	06-11-2024	18536
4	TKS, MD & RS	MP LLP, IHH LLP & IPH LLP	05-11-2024	06-11-2024	18537
5	TKS,	MP LLP	30-09-	13-11-2024	18721



	RS				
6	TKS, MD & RS	IHH LLP	30-09- 2024	13-11-2024	18722
7	TKS, MD & RS	IPH LLP	30-09- 2024	13-11-2024	18720
8	TKS, MD & RS	MP LLP, IHH LLP & IPH LLP	30-09- 2024	13-11-2024	18719
9	TKS, MD & RS	MP LLP	07-10- 2024	20-11-2024	19188
9	TKS, MD & RS	IHH LLP	07-10- 2024	20-11-2024	19190
10	TKS, MD & RS	IPH LLP	07-10- 2024	20-11-2024	19191
11	TKS, MD & RS	MP LLP, IHH LLP & IPH LLP	07-10- 2024	20-11-2024	19189
12	TKS, MD & RS	MP LLP	28-08- 2024	26-11-2024	19634
13	TKS, MD & RS	IHH LLP	28-08- 2024	26-11-2024	19634
15	TKS, MD & RS	IPH LLP	28-08- 2024	26-11-2024	19636
16	TKS, MD & RS	MP LLP, IHH LLP & IPH LLP	28-08- 2024	26-11-2024	19367
17	TKS, MD & RS	MP LLP	04-12- 2024	04-12-2024	20257
18	TKS, MD & RS	IHH LLP	04-12- 2024	04-12-2024	20258
19	TKS, MD & RS	IPH LLP	04-12- 2024	04-12-2024	20259
20	TKS, MD & RS	MP LLP, IHH LLP & IPH LLP	04-12- 2024	04-12-2024	20260



THE THIRD SCHEDULE ABOVE REFERRED TO:

(Common Areas and Installations)

- A. Paths passages and driveways in the said Property other than those reserved and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Developer for use of any co-owner.
- B. Tugged up Entrance lobby on the ground floor.
- C. All Staircase(s) of the building(s) along with their full and half landings with stair cover on the ultimate roof.
- D. The ultimate roof of the building(s) with decorations and beautification.
- E. Community Hall in the building, if any.
- F. Semi-automatic lift(s) with either collapsible or sliding doors along with lift shaft and the lobby in front of it on typical floor and Lift machine room and the stairs from the ultimate roof leading to the lift machine room.
- G. Stand-by diesel generator set of reputed makes of sufficient capacity for lighting the lights at the common areas, for operation of lifts, pumps and for supply of 500 watt of power in every Unit to the extent of quantum mentioned herein and/or in the other Units during power failure.
- H. Effective Firefighting system designed to retard fire spread, if required by statutory authorities.
- I. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s and meter room on the ground floor of the building.
- J. Water pump with motor and with water supply pipes to the overhead water tank and with distribution pipes there from connecting to different units.



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- 5 DEC 2001

- K. Underground water reservoir with a pull-on pump installed thereat.
- L. Water waste and sewerage evacuation pipes from the Units/flats to drains and sewers common to the building and from the building to the municipal drain.
- M. Common toilet(s) on the ground floor.
- N. Requisite arrangement of Intercom/EPAX with connections to each individual flat from the reception on the ground floor of each of the building.
- O. Boundary walls

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Specifications of Construction)

- 1) FOUNDATION & STRUCTURE: The building is designed and will be built on R.C.C. foundation resting on bored piles and R.C.C. frame structure with necessary brick work and woodwork as per the drawings and specification provided by the Architect.
- 2) DOORS: Salwood door frame with 35mm thick flush shutters having spirit polish teak veneer finished on one side of the door except for Kitchen, Bedrooms, and toilet doors which will have commercial faced, inner sides painted with matching enamel paint. Entrance door shall have night latch, and a magic eye. Bedroom and kitchen doors shall have mortise lock and door stopper, and the toilet doors will have bathroom latch.
- 3) WINDOWS: All windows will be standard section Aluminium window or UPVC windows with glass insert in each shutter fitted with matching fittings.
- 4) FLOORING: The flooring of the entire flat will be finished in marble and/or vitrified tiles of approved make.
- 5) TOILETS:



- a) Designer ceramic tiles on the walls up to door height.
- b) Water closets – European type commode with low level cistern.
- c) Standard hand basin.
- d) Sunk shower tray.
- e) Concealed piping system for Hot and cold water line
- f) Geysers in all toilets
- g) Sleek C.P. fittings of Jaquar or equivalent make.
- h) Glass mirror and Shelf, nickel soap tray and towel rail.

6) KITCHEN:

- a) Black granite top cooking platform with one stainless steel sink and drain- board.
- b) Wall of Kitchen will be covered with ceramic tiles up to a height of two feet above the counter.

7) DECORATION WORK: Inside wall will be finished with plaster of paris punning and exterior surface of wall will be finished with combination of texture paint/glazing as per architectural drawings.

8) ELECTRICAL WIRING & FITTINGS AND GENERATOR POWER:

- a) Total concealed wiring for all the rooms provided with electrolytic copper conductors.
- b) Air-conditioning plug point in all bedrooms.
- c) Light and plug point in dining/drawing and bedrooms as per architectural drawings.
- d) Video Door Phone at the main entrance door, if possible.
- e) Closed Circuit camera with monitors at Ground floor lobby and caretaker's workstation.



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75 DEC 2024

- f) Telephone point in living room and all bedrooms.
- g) Compatible wiring which can be hooked up to a cable television network with connection thereof in living room and all bedrooms.
- h) Connection of Intercom/EPAX in the building to each individual flat.
- i) Through Generator, power will be provided in the Unit(s) during power failure for lighting and other domestic purposes to the extent of 1 (one) watt per square foot of the built-up area of the said Unit controlled by electric circuit breaker.



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

SIGNED SEALED AND DELIVERED

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

1. *Sujit Kumar Paul*
9, Old Post Office Street
Kolkata - 700 001
2. *Siddhartha Sen*
9, Old Post Office St.
Kolkata - 1

MEHARIA PROPERTIES LLP
ISHANIAA HYPNOSIS HOLDINGS LLP
ISHANIAA PROPERTY HOLDINGS LLP

Parikshit Choudhury
Designated Partner / Authorised Signatory

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

1. *Sujit Kumar Paul*
2. *Siddhartha Sen*.

MEHARIA CONSORTIUM LLP

Parikshit Choudhury
Designated Partner / Authorised Signatory

Drafted by Me

Parikshit Choudhury
JOYJIT ROY CHOUDHURY
Advocate
High Court Calcutta
WB/970/2009



ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA

5 DEC 2021

MEMO OF CONSIDERATION

RECEIVED from the within named developer, a sum of Rs. 100,000.00 (Rupees One lakh only) being the Non refundable advance herein.

SIGNED AND DELIVERED by
the within named Owners.in
Presence of:

1. Sujit Kumar Paul

ISHARIA PROPERTIES LLP
ISHAAN HOLDINGS LLP
ISHAAN CITY HOLDINGS LLP


Designated Partner / Authorized Signatory

2. Siddhartha Sen.



ADDITIONAL REGISTRAR OF ASSURANCES, CALCUTTA

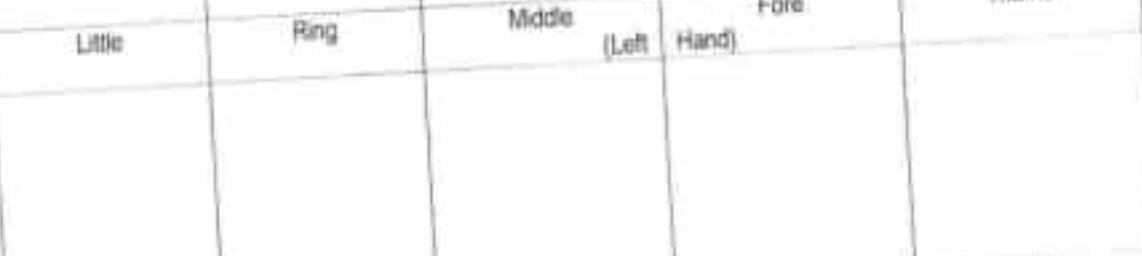
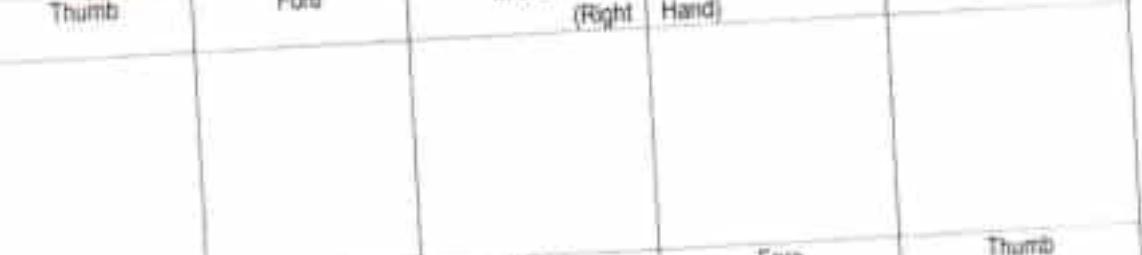
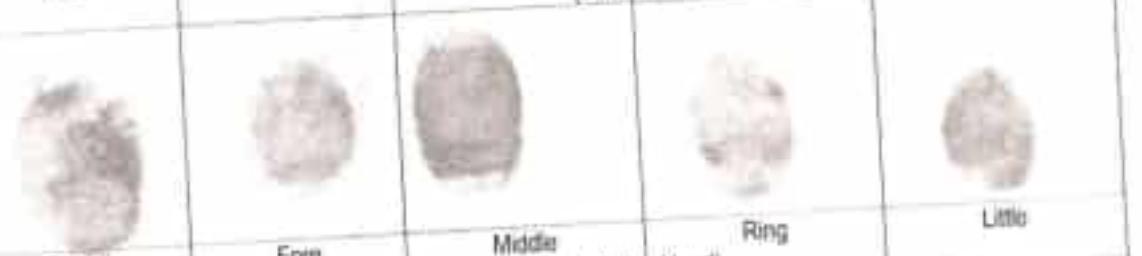
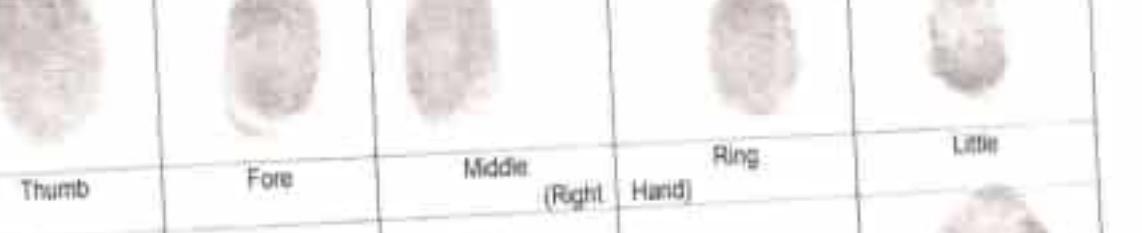
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SPECIMEN FORM TEN FINGER PRINTS

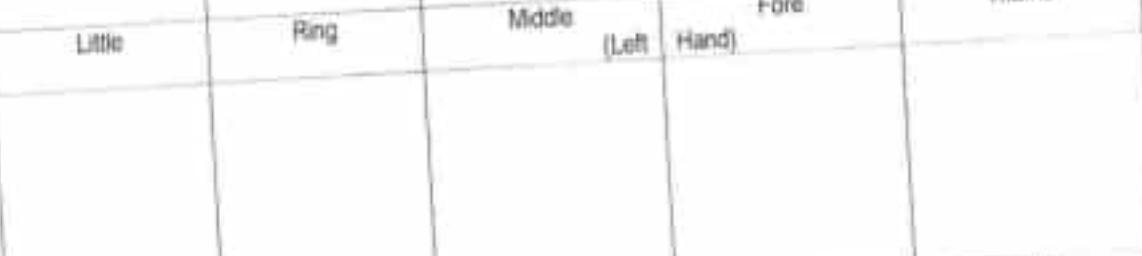
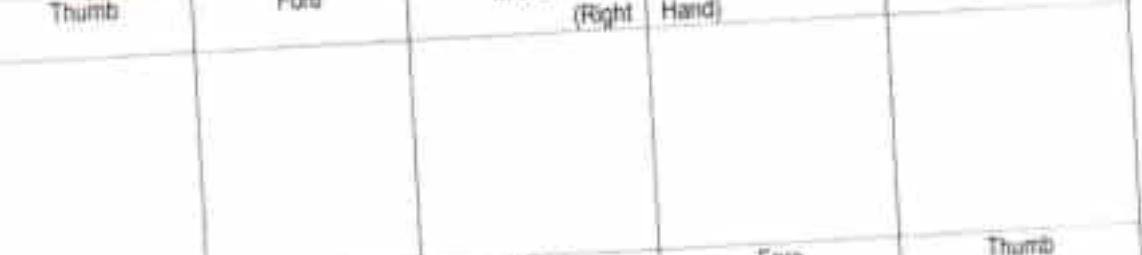
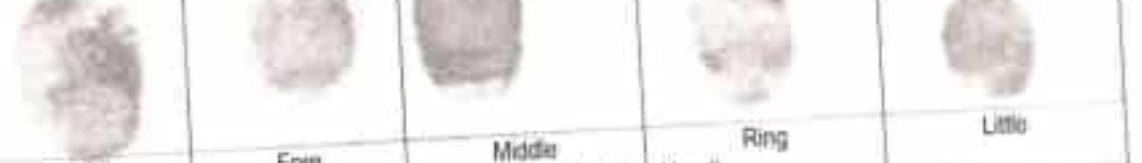
Sl. No. Signature of the
executants and/or
purchaser
Presentants



*Srinivas R
Chandrasekay*



*James
Thomas*



ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA.

- 5 DEC 2004





Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



041220242030244335

GRIPS Payment Detail

GRIPS Payment ID:	041220242030244335	Payment Init. Date:	04/12/2024 17:13:22
Total Amount:	76042	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	6149878873435	BRN Date:	04/12/2024 17:14:55
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name:	Mr ANURAG MEHARIA
Mobile:	9331080242

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192024250302443368	Directorate of Registration & Stamp Revenue	76042
Total			76042

IN WORDS: SEVENTY SIX THOUSAND FORTY TWO ONLY.

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





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



192024250302443368

GRN Details

GRN:	192024250302443368	Payment Mode:	SBI Epay
GRN Date:	04/12/2024 17:13:22	Bank/Gateway:	SBIEPay Payment Gateway
BRN :	6149878873435	BRN Date:	04/12/2024 17:14:55
Gateway Ref ID:	77496039	Method:	State Bank of India WIBMO PG CC
GRIPS Payment ID:	041220242030244335	Payment Init. Date:	04/12/2024 17:13:22
Payment Status:	Successful	Payment Ref. No:	2002991441/2/2024 (Query No*Query Year)

Depositor Details

Depositor's Name:	Mr ANURAG MEHARIA
Address:	9, OLD POST OFFICE STREET, KOLKATA-700001
Mobile:	9331080242
Period From (dd/mm/yyyy):	04/12/2024
Period To (dd/mm/yyyy):	04/12/2024
Payment Ref ID:	2002991441/2/2024
Dept Ref ID/DRN:	2002991441/2/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002991441/2/2024	Property Registration- Stamp duty	0030-02-103-003-02	75821
2	2002991441/2/2024	Property Registration- Registration Fees	0030-03-104-001-16	1021
Total				76042

IN WORDS: SEVENTY SIX THOUSAND FORTY TWO ONLY.



Major Information of the Deed

Deed No :	I-1901-10611/2024	Date of Registration	05/12/2024		
Query No / Year	1901-2002991441/2024	Office where deed is registered			
Query Date	26/11/2024 7:36:54 AM	A.R.A. - I KOLKATA, District: Kolkata			
Applicant Name, Address & Other Details	Suvankar Ghosh 64, D. D. Mondal Ghat Road Dakshineswar, Thana : Belghoria, District : North 24-Parganas, WEST BENGAL, PIN - 700078, Mobile No : 8013251790, Status :Solicitor firm				
Transaction	Additional Transaction				
[0110] Sale, Development Agreement or Construction agreement		[4306] Other than immovable Property, Agreement [No of Agreement : 2], [4311] Other than immovable Property, Receipt [Rs : 1,00,000/-]			
Set Forth value	Market Value				
Stampduty Paid(SD)	Rs. 8,69,83.924/-				
Rs. 75,121/- (Article:48(g))	Registration Fee Paid				
Rs. 1,105/- (Article:E, E, B)					
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip (Urban area)				

Land Details :

District: South 24-Parganas, P.S.: Tijala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Laskarhat, Road Zone : (Rest in Laskarhat – Rest in Laskarhat), Premises No: 1587, Ward No: 107 Jl No: 11, Touzi No: 2966 Pin Code : 700039

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(R5 -)		Bastu	20 Katha		8,42,65,004/-	Width of Approach Road: 12 Ft.
Grand Total :				330Dec	0/-	842,65,004/-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
51	On Land L1	14400 Sq Ft	0/-	26,98,920/-	Structure Type: Structure Tenanted.
					Gr. Floor, Area of floor : 14400 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 44 Years, Roof Type: Tin Shed, Extent of Completion: Complete
	Total :	14400 sq ft	0/-	26,98,920/-	

Land Lord Details :

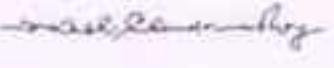
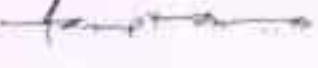
Sl No	Name,Address,Photo,Finger print and Signature
1	Meharia Properties LLP 9, Old Post Office Street, City: Not Specified, P.O.: GPO, P.S.: Hare Street, District:Kolkata, West Bengal, India, PIN: 700001 Date of incorporation:XX-XX-XXXX, PAN No.: A8xxxxxx0H,Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative, Executed by: Representative

2	Ishaanias Highrise Holdings LLP 9, Old Post Office Street, City:- Not Specified, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 Date of Incorporation:XX-XX-2XX6 , PAN No.: axxxxxx0, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
3	Ishaanias Property Holdings LLP 9, Old Post Office Street, City:- Not Specified, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 Date of Incorporation:XX-XX-2XX6 , PAN No.: Axxxxxx1E, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

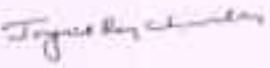
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Meharia Consortium LLP 9, Old Post Office Street, City:- Not Specified, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 Date of Incorporation:XX-XX-2XX6 , PAN No.: axxxxxx9, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Mr Bikash Chandra Roy Son of Late: Tarak Chandra Roy Date of Execution - 05/12/2024, , Admitted by: Self, Date of Admission: 05/12/2024, Place of Admission of Execution: Office		 Captured	 05/12/2024
11, Gadadhar Mistry Lane, 2nd Bye Lane, City:- Not Specified, P.O:- Santragachi, P.S.-Shibpur, District:-Howrah, West Bengal, India, PIN:- 711104, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Date of Birth:XX-XX-1XX0 , PAN No.: AHxxxxxx5E, Aadhaar No: 58xxxxxxxxx7356 Status : Representative, Representative of : Meharia Properties LLP (as Authorized Signatory), Ishaanias Highrise Holdings LLP (as Authorized Signatory), Ishaanias Property Holdings LLP (as Authorized Signatory)				
2	Mr Anurag Meharia (Presentant) Son of Late: Mohan Prasad Meharia Date of Execution - 05/12/2024, , Admitted by: Self, Date of Admission: 05/12/2024, Place of Admission of Execution: Office		 Captured	 05/12/2024
57A, New Alipore, 3rd Floor, Block/Sector: Block- D, City:- Not Specified, P.O:- New Alipore, P.S.-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700053, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX0 , PAN No.: axxxxxxxx8k, Aadhaar No: 63xxxxxxxxx1105 Status : Representative, Representative of : Meharia Consortium LLP (as Designated Partner)				

Identifier Details :

Name	Photo	Finger Print	Signature
Shri Joyjit Roy Choudhury Son of Late Amal Roy Choudhury High Court At Calcutta, City - Kolkata, P.O.- GPO, P.S - Hare Street, District - Kolkata, West Bengal, India, PIN - 700001		 Captured	
	05/12/2024	05/12/2024	05/12/2024
Identifier Of Mr Bikash Chandra Roy, Mr Anurag Meharia			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Meharia Properties LLP	Meharia Consortium LLP-11 Dec
2	Ishaanisa Highrise Holdings LLP	Meharia Consortium LLP-11 Dec
3	Ishaanisa Property Holdings LLP	Meharia Consortium LLP-11 Dec

Sl.No	From	To. with area (Name-Area)
1	Meharia Properties LLP	Meharia Consortium LLP-4800.00000000 Sq Ft
2	Ishaanisa Highrise Holdings LLP	Meharia Consortium LLP-4800.00000000 Sq Ft
3	Ishaanisa Property Holdings LLP	Meharia Consortium LLP-4800.00000000 Sq Ft

Endorsement For Deed Number : I - 190110611 / 2024

On 05-12-2024

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 46 (g) of Indian Stamp Act 1899.

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

Presented for registration at 16:15 hrs on 05-12-2024, at the Office of the A.R.A. - I KOLKATA by Mr. Anurag Meharia

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 8,69,63,924/-.

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

Execution is admitted on 05-12-2024 by Mr Anurag Meharia, Designated Partner, Meharia Consortium LLP (LLP), 9, Old Post Office Street, City - Not Specified, P.O:- GPO, P.S.-Hare Street, District-Kolkata, West Bengal, India, PIN- 700001

Identified by Shri Joyjit Roy Choudhury, , Son of Late Amal Roy Choudhury, High Court At Calcutta, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 05-12-2024 by Mr Bikash Chandra Roy, Authorized Signatory, Meharia Properties LLP (LLP), 9, Old Post Office Street, City - Not Specified, P.O:- GPO, P.S.-Hare Street, District-Kolkata, West Bengal, India, PIN- 700001; Authorized Signatory, Ishaanisa Highrise Holdings LLP (LLP), 9, Old Post Office Street, City - Not Specified, P.O:- GPO, P.S.-Hare Street, District-Kolkata, West Bengal, India, PIN- 700001; Authorized Signatory, Ishaanisa Property Holdings LLP (LLP), 9, Old Post Office Street, City - Not Specified, P.O:- GPO, P.S.-Hare Street, District-Kolkata, West Bengal, India, PIN- 700001

Identified by Shri Joyjit Roy Choudhury, , Son of Late Amal Roy Choudhury, High Court At Calcutta, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,105.00/- (B = Rs 1,000.00/- ,E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 1,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/12/2024 5:14PM with Govt. Ref. No: 192024250302443368 on 04-12-2024, Amount Rs: 1,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 6149878873435 on 04-12-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Ra 100.00/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 39486, Amount: Rs.100.00/-, Date of Purchase: 18/09/2024, Vendor name: A BANERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/12/2024 5:14PM with Govt. Ref. No: 192024250302443368 on 04-12-2024, Amount Rs: 75,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 6149878873435 on 04-12-2024, Head of Account 0030-02-103-003-02


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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2024, Page from 390497 to 390545

being No 190110611 for the year 2024.



Digitally signed by PRADIPTA KISHORE GUHA
Date: 2024.12.06 18:23:26 +05:30
Reason: Digital Signing of Deed.

(Pradipta Kishore Guha) 06/12/2024
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
West Bengal.