

17393/2023

17700/2023



পশ্চিমবঙ্গ পশ্চিমবঙ্গ WEST BENGAL



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17200
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Additional Registrar of
Assurances-IV, Kolkata

N- 66025410/
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Certified that the Document is admitted of
Registration. The Signature Sheet and the
endorsement sheets attached to this document
are the part this Document

Additional Registrar of
Assurances-IV, Kolkata

13 DEC 2023

"AMENDED AND RESTATED DEVELOPMENT AGREEMENT"

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT
(the "Agreement") is made at Kolkata on this 30TH day of November, Two
Thousand and Twenty Three (2023);

BETWEEN

Viol Case No.

17200
01/12/23

J(1)-

J(2)-

Total

Payable on

240
300
540

ARA-IV
Kolkata

35212

29 NOV 2023

SL. NO. DATE

NAME

ADD. 50002 Five Housing

AMT.

Suraj Guha Thakurta
Advocate
High Court, Calcutta
Registration No. WB/1994 of 2009

Suraj Guha Thakurta

10882

Suraj Guha Thakurta

10883

MG

MOUSUMI GHOSH
LICENSED STAMP VENDOR
KOLKATA REGISTRATION OFFICE

Govind Sankar Das



10884

ADDITIONAL REGISTRATION
OF ASSURANCE

1 DEC 2023

Identified by me

Shubham Prasad 3/0 Sohan Prasad
A/1/1 R.C.N Lane, Howrah - 07
O. - Ghumuri ; P.S. - Malipanchhara



Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - IV KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19042002837976/2023

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Gouri Sankar Das 236/1, Satin Sen Sarani, City:- , P.O:- Kankurgachi, P.S:- Narikeldanga, District:- South 24-Parganas, West Bengal, India, PIN:- 700054	Land Lord			<i>Gouri Sankar Das</i> 1/12/2023
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr Dipak Yaduka P 44, C I T Road, Scheme VIM, City:- , P.O:- Phoolbagan, P.S:-Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN:- 700054	Represent ative of Developer [Shree Krishna Enterprise]			<i>Dipak Yaduka</i> 01-12-2023
SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Shubham Prasad Son of Sohan Prasad 14/1/1, R C N Lane, City:- , P.O:- Ghosuri, P.S:-Malipanchghara, District:-Howrah, West Bengal, India, PIN:- 711107	Mr Gouri Sankar Das, Mr Dipak Yaduka			<i>Shubham Prasad</i> 2.12.2023

(Mohul Mukhopadhyay)

ADDITIONAL REGISTRAR
OF ASSURANCE

OFFICE OF THE A.R.A. -
IV KOLKATA
Kolkata, West Bengal



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



192023240314925438

GRN Details

GRN: 192023240314925438 Payment Mode: SBI Epay
GRN Date: 12/12/2023 11:23:57 Bank/Gateway: SBIEpay Payment Gateway
BRN : 0130445167437 BRN Date: 12/12/2023 11:24:42
Gateway Ref ID: 233468822535 Method: HDFC Retail Bank NB
GRIPS Payment ID: 121220232031492542 Payment Init. Date: 12/12/2023 11:23:57
Payment Status: Successful Payment Ref. No: 2002837976/9/2023
[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr DIPAK YADUKA
Address: 78, BENTINCK STREET, KOLKATA- 700001
Mobile: 9051444552
Email: dipak@yadukagroup.com
Period From (dd/mm/yyyy): 12/12/2023
Period To (dd/mm/yyyy): 12/12/2023
Payment Ref ID: 2002837976/9/2023
Dept Ref ID/DRN: 2002837976/9/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002837976/9/2023	Property Registration- Stamp duty	0030-02-103-003-02	1
2	2002837976/9/2023	Property Registration- Registration Fees	0030-03-104-001-16	95369
Total				95370

IN WORDS: NINETY FIVE THOUSAND THREE HUNDRED SEVENTY ONLY.

17393/23



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



121220232031492542

GRIPS Payment Detail

GRIPS Payment ID:	121220232031492542	Payment Init. Date:	12/12/2023 11:23:57
Total Amount:	95370	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	0130445167437	BRN Date:	12/12/2023 11:24:42
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr DIPAK YADUKA
Mobile: 9051444552

Payment (GRN) Details

Sl. No	GRN	Department	Amount (₹)
1	192023240314925438	Directorate of Registration & Stamp Revenue	95370
Total			95370

IN WORDS: NINETY FIVE THOUSAND THREE HUNDRED SEVENTY ONLY.

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





Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



301120232030172412

GRIPS Payment Detail

GRIPS Payment ID:	301120232030172412	Payment Init. Date:	30/11/2023 16:45:27
Total Amount:	70041	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	3024124831222	BRN Date:	30/11/2023 16:46:50
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

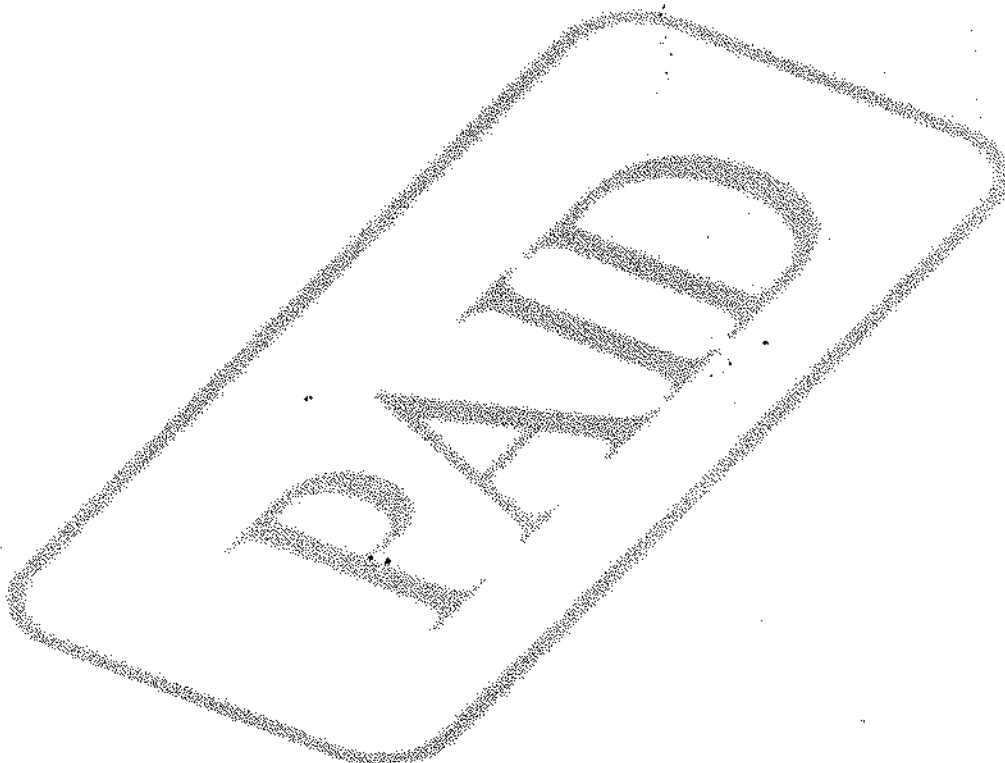
Depositor's Name: Mr DIPAK YADUKA
Mobile: 9051444552

Payment (GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240301724138	Directorate of Registration & Stamp Revenue	70041
Total			70041

IN WORDS: SEVENTY THOUSAND FORTY ONE 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



192023240301724138

GRN Details

GRN:	192023240301724138	Payment Mode:	SBI Epay
GRN Date:	30/11/2023 16:45:27	Bank/Gateway:	SBIePay Payment Gateway
BRN :	3024124831222	BRN Date:	30/11/2023 16:46:50
Gateway Ref ID:	233342617307	Method:	HDFC Retail Bank NB
GRIPS Payment ID:	301120232030172412	Payment Init. Date:	30/11/2023 16:45:27
Payment Status:	Successful	Payment Ref. No:	2002837976/3/2023

[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr DIPAK YADUKA
Address: 78, BENTINCK STREET, KOLKATA- 700001
Mobile: 9051444552
Period From (dd/mm/yyyy): 30/11/2023
Period To (dd/mm/yyyy): 30/11/2023
Payment Ref ID: 2002837976/3/2023
Dept Ref ID/DRN: 2002837976/3/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002837976/3/2023	Property Registration- Stamp duty	0030-02-103-003-02	70020
2	2002837976/3/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				70041

IN WORDS: SEVENTY THOUSAND FORTY ONE ONLY.

GOURI SANKAR DAS, (having PAN : ADPPD3207J, and Aadhaar No.: 740521360556), son of Late Girish Chandra Das, aged about 76 years, by religion Hindu, by occupation Business, residing at 236/1, Satin Sen Sarani, (previously known as 236, Satin Sen Sarani), P.S. Narkeldanga, P.O. Kankurgachi, Kolkata - 700 054, hereinafter referred to as **"OWNER"** (which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators, legal representatives and/or assigns) of the **ONE PART**:

AND

SHREE KRISHNA ENTERPRISE, (having PAN : AEKFS7893F), a partnership firm within the meaning of the Indian Partnership Act, 1932, having its principal place of business at 78, Bentinck Street, 5th Floor, P.O. Bowbazar, P.S. Bowbazar, Kolkata - 700 001, represented by one of its Partners and Authorized Signatory, **Mr. Dipak Yaduka**, (having PAN : AAUPY5413B and Aadhaar No.: 7912 0528 8245), son of Mr. Basudeo Prasad Yaduka, by religion Hindu, by occupation Business, residing at P-44, C.I.T Road, Scheme: VI. M. (S), P.O. Phoolbagan, P. S. Phoolbagan, Kolkata - 700 054, hereinafter referred to as **"the DEVELOPER"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its partners for the time being and such other person or persons who may be admitted as the partners thereof from time to time and their respective heirs, executors, administrators, legal representatives and/or assigns) of the **OTHER PART**:

The **'OWNER'** and the **'DEVELOPER'** are hereinafter individually referred to as a **"Party"**, and jointly as **"Parties"**.



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WHEREAS:

- A. By a Development Agreement dated 12th December, 2022 made between the Owner herein, therein also referred to as the Owner of the One Part, and the Developer herein, therein also referred to as the Developer of the Other Part, and registered with the Additional Registrar of Assurances - IV, Kolkata, in Book No. I, Volume No. 1904-2022, Pages 1164186 to 1164256, Being No. 190420155 for the year 2022 (hereinafter referred to as "**the said Development Agreement**"), the Owner appointed the Developer as the sole developer of **ALL THAT** the piece and parcel of land situate, lying at and being premises No. 236/1, Satin Sen Sarani, Kolkata - 700 054 (hereinafter referred to as the "**said Land**" and as more fully defined below) to develop the same by demolishing the existing building/structure thereon and constructing a new Project (*defined below*) thereat on area sharing basis (parties mutually agreed to change from revenue sharing basis to area sharing basis) on the terms and conditions mentioned therein and agreed that the Developer will have exclusive right, power and authority to develop the Project, hand over the built-up spaces, the car parking spaces and the other areas or spaces comprising the Owner's Allocation to the Owner, and sell and transfer the built-up spaces, the car parking spaces and the other areas or spaces comprising the Developer's Allocation to the intending buyers and to realize and recover the sale proceeds thereof to its own account in accordance with the terms and conditions of this Agreement.
- B. Various parts and portions of the existing building situated at the said Land are presently under occupation of different tenants and/or occupants (hereinafter collectively referred to as the "**OCCUPANTS**").
- C. At the time of entering into the said Development Agreement with the Owner, the understanding was that Owner shall cause his sister, i.e., Renu



STAMPED AREA WITH A BLUE CHECKMARK
1 FEB 2023

Dey (*alias*, Ranu Dey) and the legal heirs of his two deceased sisters, i.e., Mina Saha and Manu Shil, to enter into a similar separate Development Agreement with the Developer at a later date when all of them would be available to execute the same. However, thereafter, the Owner has himself acquired such undivided share, right, title and interest of all his sisters in the said Land by various Deeds of Gift, as mentioned below, and has since become the sole and absolute owner of the said Land:-

- i) Deed of Gift dated 27th January, 2023 made between Ranu Dey (*alias*, Renu Dey), therein referred to as the Donor of the One Part, and the Owner herein, therein referred to as the Donee of the Other Part, and registered with the ARA-IV, Kolkata, in Book No. I, Volume No. 1904-2023, Pages 117435 to 117460, being No. 190401779 for the year 2023;
 - ii) Deed of Gift dated 6th May, 2023 made between Mahua Saha, therein referred to as the Donor of the One Part, and the Owner herein, therein referred to as the Donee of the Other Part, and registered with the ARA-IV, Kolkata, in Book No. I, Volume No. 1904-2023, Pages 353605 to 353631, being No. 190407167 for the year 2023; and
 - iii) Deed of Gift dated 23rd May, 2023 made between Dilip Kumar Saha and Protima Saha, therein referred to as the Donors of the One Part, and the Owner herein, therein referred to as the Donee of the Other Part, and registered with the ARA-IV, Kolkata, in Book No. I, Volume No. 1904-2023, Pages 367524 to 367552, being No. 190407396 for the year 2023.
- D. The Parties have, since, renegotiated the area sharing ratio mentioned in the said Development Agreement dated 12th December, 2022, and agreed to record the revised understanding arrived at between the Owner and the Developer in the manner, as hereinafter contained.



✓



E. The Parties hereby declare and confirm that this Amended and Restated Development Agreement will henceforth be and be deemed and considered to be the final Development Agreement between the Parties with regard to development of the said Land, and that they are executing these presents to effect the following changes, as mutually agreed between them:-

- a) recording of change in the area sharing ratio between the Owner and Developer from that, as mentioned in the said Development Agreement dated 12th December, 2022, and
- b) correcting, modifying and/or updating the Devolution of the Title, as mentioned in Schedule 2 of the said Development Agreement dated 12th December, 2022, in accordance with the changes mentioned in Clause C hereinabove.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, the Parties, with the intent to be legally bound, hereby agree as follows:

ARTICLE - I # DEFINITIONS:

1. DEFINITIONS AND INTERPRETATION

1.1 **Definition:**

- a) **"Advocate / Project Advocate"** shall mean M/s. Fox & Mandal LLP, of 206, A.J.C. Bose Road, Kolkata appointed by the Developer or any other

- Advocates as appointed by the Developer from time to time for the purpose of making various documents including Application Letter, Allotment Letter, various agreements, conveyances and various other documents as required for the Project till completion of the project;
- b) **"Affiliate"** shall mean with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with, such Person;
 - c) **"Agreement"** shall mean this Agreement along with all annexure and schedules attached hereto and all instruments supplemental to or in amendment or furtherance or confirmation of this Agreement, entered into in writing, in accordance with its terms, including the power of attorney;
 - d) **"Allocation Agreement"** shall mean agreement between the Developers and the Owners earmarking Owner's Units with Car Parkings, Developers Units with Car Parkings and Blocked Units with Car Parkings out of Owner's Units to be executed after Developer obtains Sanction Plan from KMC;
 - e) **"Applicable Laws"** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter and shall include Change in Laws;
 - f) **"Approvals"** shall mean and include any approvals, authorizations, registrations, permissions, no objection certificates, clearance, permit, sanctions, licenses, etc., in any form whatsoever, irrespective of its



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

- g) **"Architect / Project Architect"** shall mean the Architect(s) appointed or to be appointed from time to time by the Developer for the purpose of planning, designing and supervision of construction and development of the Project;
- h) **"Association"** shall mean the association of the Intending Transferees/residents of the Units in the Project to be formed in accordance with the Applicable Law;
- i) **"Building(s)"** shall mean building(s) forming part of the Project to be constructed on the said Land by the Developer including car parking and other spaces intended for enjoyment of the Building(s) or portion or Units, including Common Areas thereat;
- j) **"Building Plan"** shall mean the sanctioned building plans and shall include all amendments and/or modifications thereon as may be made from time to time and approved by the authorities concerned;
- k) **"Change of Law"** shall mean any repealing, modification or amendment of any existing laws and/or any new law coming into effect after the Effective Date which directly affects implementation of the Project and/or the Developer's performance under the Agreement in a material way;
- l) **"Common Areas"** shall mean the areas, facilities and amenities in the Building(s) and/or the Land earmarked for common use and enjoyment of



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the occupiers of the Units and shall include corridors, stairways, landings, lobbies, entrances, exits/gates, passageways, driveways, garden, pathways, lifts, shafts/ducts, drains, sewers, pits, machine room(s), and/or including such other areas as may be decided by the Developer;

- m) **"Completion"** in respect of the Project shall mean the completion of the Project in accordance with planning, design, and approvals, and as evidenced by a certificate issued by the Architect in respect thereof;
- n) **"Conditions Precedent"** shall mean the conditions set out in Clause 2.5.1;
- o) **"CP Fulfilment Date"** shall mean the date when the Conditions Precedent are fulfilled (or waived);
- p) **"CP Fulfilment Letter"** shall have the meaning ascribed to it in Clause 2.6;
- q) **"Development Rights"** shall refer to the right, power, entitlement, authority, sanction and permission to:
 - (i) enter upon the Land for the purpose of development and construction of the Project in accordance with the terms of this Agreement and, unless the Agreement is terminated earlier, to remain in such possession until the Completion of the Project;
 - (ii) obtain all Approvals, including registration of the Project under the Applicable Laws, if any;
 - (iii) demolish the existing structure, if any, on the Land at the cost of the Developer;
 - (iv) appoint, employ or engage Architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled



and unskilled) or other persons to carry out the development and construction of the Project in accordance with the Approvals;

- (v) carry out all the infrastructure and related work/ constructions for the Project, including leveling, water storage facilities, water mains, sewages, septic tank, storm water drains, recreation garden, electrical sub-stations and all other Common Areas and facilities for the total built up area to be constructed on the Land as may be required by any Approvals, layout plan, or order of any Governmental Authority;
- (vi) launch the Project in accordance with Applicable Laws and make booking, take advances and, or, make transfer of all the Unit(s) under Developer's Allocation and under Owner's Allocation to the extent of area as empowered in this Agreement and to exercise full, exclusive right and authority for marketing, selling, leasing licensing or transfer in respect of the constructed areas and other open or covered spaces of the Project to be developed on the Land by way of transfer, sale, lease, assignment, license or any other manner of transfer or creation of third-party rights therein, and enter into agreements with such Intending Transferees, and on such marketing, leasing, assignment, licensing or transfer, to receive Transfer Proceeds as per the terms herein and give receipts and hand over possession, use or occupation of such areas and spaces to the Intending Transferees;
- (vii) execute all necessary, legal and statutory writings, agreements, declarations and documentations for the exercise of the Development Rights and in connection with all the marketing, selling, leasing, licensing, assignment or any other manner of



OFFICE OF THE REGISTRAR
GOVERNMENT OF WEST BENGAL, KOLKATA
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transfer or creation of third-party rights therein of the Project areas to be constructed on the Land as envisaged herein and appear before the jurisdictional Registrar for registration of such documents, if required;

- (viii) manage the Project and the Common Areas constructed upon the Land till completion of the Project. Also form the Association at the costs and expenses of the Intending Transferees and thereafter to transfer / assign such right of maintenance to the Association and/or to retain all benefits, consideration, etc. accruing from such maintenance of the Project in trust for the Association and handover the same to the Association on its formation;
- (ix) apply for and obtain any Approvals in its name or in the name of the Owner, including for levelling, any temporary connections of water, electricity, drainage and sewerage, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical transformer and all other common areas and facilities as may be required by any Approval, layout plan, or order in the name of the Owner for the purpose of development and construction of the Project or for any other exploitation of the Development Rights in the Project;
- (x) carry out and comply with all the conditions contained in the Approvals as may be obtained from time to time;
- (xi) deal with, appear before and file applications, declarations, certificates and submit/ receive information with, as may be required under the Applicable Law, any Governmental Authority in relation to the Project necessary for the full, free, uninterrupted and exclusive development of the Land, and/or the development of and



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construction of building thereat; and

- (xii) generally, to do any and all other acts, deeds and things incidental or ancillary to the exercise of the above rights at the sole discretion of the Developer;
- r) **Developer's Allocation** shall mean 60% (sixty percent) of the total super built-up / Total Saleable area of the Project (including both residential and commercial spaces and the car parking spaces) to be developed at the Land, together with an additional residential space having a super built-up/saleable area of 4,700 sq. ft., more or less, together with proportionate car parking spaces therefor to be allotted to the Developer exclusively in terms of an Allocation Agreement to be executed by the Parties in accordance with clause 7.16 of this Agreement in the proposed building to be constructed at the said Land including the proportionate undivided share in the said Land and the Common Areas comprised in the said Land and appurtenant thereto and a like undivided share in all other open areas / spaces in the said Land and/or the building including in the common facilities / areas.
- s) **"Effective Date"** shall mean the date of execution of this Agreement, being the date first above written, when this Agreement comes into force;
- t) **"Encumbrance"** means any mortgages, charges, liens, lis pendens, trusts, uses, debutters, tenancies, permissive possessors or occupiers, leases, thika tenancies, occupancy rights, restrictions, restrictive covenants, vesting, acquisition, alignments, claims, demands and liabilities, whatsoever or howsoever, and/or alienation of any and every nature, whatsoever, non-disposal or other restrictive covenant or undertaking, right of pre-emption, easement, attachment or process of court, burdensome covenant or condition and/or any other arrangement which has the effect of



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constituting a charge or security interest or other third-party right or interest or negative lien which could affect the construction and development of the Project;

- u) **"Force Majeure"** shall include the following having a material and significant negative lasting impact on the Project and/or execution of the Development Work and/or the relevant context in which the Force Majeure clause is intended to be invoked:
 - I. Act of war, hostilities (whether war be declared or not), invasion, act of foreign enemies, armed conflict blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
 - II. Rebellion, terrorism, revolution, insurrection, military or usurped power or civil war;
 - III. Riot, commotions or other civil disorders;
 - IV. Any act, restraint or regulation of any Governmental Instrumentality including any local, State, or central government of India or any department, instrumentality or agency thereof including:
 - (i) Any act, regulation or restraint constituting a change in law;
 - (ii) Any failure by a competent authority to grant or renew any license, permit or clearance or sanction within reasonable time (other than for cause) after application having been duly made; or
 - (iii) The imposition of any material condition on the issuance or



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renewal or continuance of any approval from a competent authority.

- V. Any obstructions and/or hindrance created to the development of the project by any local elements and/or reasons being incapable of being resolved by the parties;
 - VI. Flood, cyclone, lightning, earthquake, drought, storm or any other effect of natural elements;
 - VII. Epidemic, pandemic, famine or plague;
 - VIII. Radioactive contamination or ionizing radiation;
 - IX. Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof;
 - X. Strike, lockout, or other similar difficulties at the establishment of the Developer and non-availability of materials on account thereof or in market;
 - XI. Any rule or notification issued by any statutory authority and/or any order passed by any competent Court of law which have the effect of rendering the project incapable of being developed in accordance with the terms of this agreement;
- v) **"Governmental Authority(ies)"** shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other



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subdivision thereof, including any municipal/ local authority having jurisdiction over any matter pertaining to the construction and development of the Project;

- w) **"Intending Transferees"** according to the context shall mean all the prospective or actual transferees who would agree to purchase or acquire or take on rent or lease or assignment or shall have purchased or acquired or taken on rent or lease or assignment any Unit or other areas and spaces in the Project, be it in the Developer's Allocation and/or the Owner's Allocation;
- x) **"Land"** or **"said Land"** shall mean the property more specifically defined in **Schedule 1** hereto;
- y) **"Land Possession Date"** shall have the meaning ascribed to it in clause 2.7 of this Agreement;
- z) **"Maintenance-In-Charge"** shall mean any company under the Companies Act, 2013 or a Committee or the Association, as may be formed by Developer, for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained and shall include the Developer or such agency or any outside agency to be appointed by the Developer till the formation of such body and handing over charge of the Project by the Developer to such body for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained;
- aa) **"Marketing"** shall mean marketing and/or advertising for selling, leasing, letting out or otherwise dealing with any space at the Project to any



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transferee or tenant or licensee or lessee as the case may be for acquiring or occupying any flat, unit, apartment and/or constructed space;

- bb) **Owner's Allocation** shall mean **40% (forty percent)** of the total super built-up area of the Project (including both residential and commercial spaces and the car parking spaces) to be developed at the Land (less, residential space having a super built-up/saleable area of 4,700 sq. ft., more or less, to be allotted to the Developer) and to be allotted exclusively to the Owner in terms of an Allocation Agreement to be executed by the Parties in accordance with clause 7.16 of this Agreement and the proportionate undivided share in the land comprised in the said Land and in all other open areas / spaces in the said Land and/or the building including in the Common Areas, Subject However to reduction of the Owner's Allocation by such areas and/or spaces out of the Owner's Allocation, the value of which [calculated @ Rs.7,000/- (Rupees Seven Thousand only) per square feet of super built-up area] would be needed to adjust a total of the following amounts paid and/or incurred by the Developer for, to or on account of the Owner, and in which event such areas and spaces together with respective / proportionate car parking spaces shall form and become a part of the Developer's Allocation:-

- I. The Interest Free Security Deposit amount of Rs.1,30,00,000/- (Rupees One Crore Thirty Lakhs) only paid by the Developer to the Owner;
- II. The sale consideration amount of areas given to tenants and all expenses related to rehabilitation and granting space to tenants;
- III. The sale consideration amount and all related expenses of Commercial Areas given to Owner out of Developer's Allocation; and



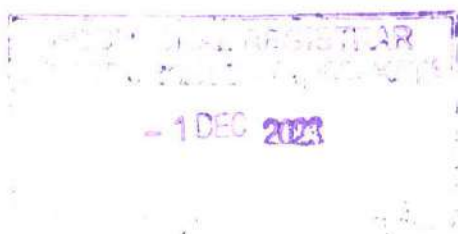
- IV. The amount of loan and/or financial assistance, if any, that may or may have been taken by the Owner from the Developer from time to time.

Be it provided that in any case, the Owner shall be entitled to get at least 15% (fifteen percent) of the Saleable Area out of the Owner's Allocation (as defined herein) after adjustments as stated in this clause (z).

- cc) "**Person**" shall mean any individual, corporation, partnership, company, body corporate, joint venture, trust, association, HUF, unincorporated organisation or government, or any agency;
- dd) "**Project**" shall mean the development and construction of residential cum commercial building and other constructed spaces to be constructed by the Developer on the Land;
- ee) "**Project Costs**" shall include all costs and expenses for the construction and development of the Project including, marketing and sale of the Project, Architect's and other professionals', engineers' fees, costs and charges for obtaining approvals (excluding cost of ULC clearance), costs of constructions and all other expenses relating to the development of Project in accordance with the planning design and approvals thereof, as may be incurred or spent by the Developer, and shall also include cost of any and all interest / finance cost paid, borne or incurred by the Developer for or on account of the monies invested in or for the Project;
- ff) "**Transfer**" with its grammatical variations shall include transfer by possession and by other means adopted for effecting what is understood as a transfer of transferrable areas and parking spaces in multi-storied building to the transferees thereof as per law.



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- gg) **"Unit"** shall mean each unit for residential and/or commercial usage in the Building(s) to be exclusively held, occupied and enjoyed independently by the Intending Transferees together with the proportionate, undivided and impartible share in the Land appertaining thereto and subject to any changes agreed mutually by the Parties and shall contain such of the specifications, facilities, amenities and fittings as may be decided by the Developer.

1.2 Interpretation

In this Agreement, unless the contrary intention appears:

Any reference to any statute or statutory provision shall include:

- (i) all subordinate legislation made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated);
 - (ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
- 1.2.1 any reference to the singular shall include the plural and vice-versa;
- 1.2.2 any references to the masculine, the feminine and the neuter shall include each other;



- 1.2.3 any references to a "company" shall include a reference to a body corporate;
- 1.2.4 any reference herein to any Clause or Schedule or Annexure is a reference to such Clause or Schedule to this Agreement. The Schedules and Annexure to this Agreement shall form an integral part of this Agreement;
- 1.2.5 references to this Agreement shall be construed as references to this Agreement as amended, varied, novated, supplemented or replaced from time to time;
- 1.2.6 the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the entire section (not merely the sub section, paragraph or other provision) in which the expression occurs;
- 1.2.7 each of the representations and warranties provided in this Agreement is independent of other representations and warranties and unless the contrary is expressly stated, no Clause in this Agreement limits the extent or application of another Clause or any part thereof;
- 1.2.8 any reference to books, files, records or other information or any of them means books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm;
- 1.2.9 headings to Clauses, Schedules and parts and paragraphs thereof are for convenience only and do not affect the interpretation of this Agreement;
- 1.2.10 any reference to "**development and construction**" shall mean and include planning, designing, construction, development, marketing, assignment and transfer of the built-up area in the Project on the Land in terms of the Agreement;

1.2.11 "in writing" includes any communication made by letter, fax or e-mail;

1.2.12 the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

1.2.13 references to a person (or to a word importing a person) shall be construed so as to include:

- (i) individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organisation, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality);
- (ii) references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorised representatives;

1.2.14 all the aforesaid recitals shall form integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

1.3 Purpose:

1.3.1 The purpose of this Agreement is to set forth the terms and conditions with respect to and pertaining to the grant of the Development Rights by the Owner with respect to the Land in favour of the Developer, the nature of the Project to be developed by the Developer and the respective rights and obligations of the Parties.



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- 1.3.2 The Parties shall extend all cooperation to each other and do all such acts and deeds that may be required to give effect to and accomplish the purposes of this Agreement.
- 1.3.3 If, for any reason whatsoever, any term contained in this Agreement cannot be performed or fulfilled, then save and except any other rights the Parties respectively may have against the other under this Agreement or in law, the Parties shall meet explore and agree to any alternative solutions depending upon the changed circumstances, but keeping in view the spirit and objectives of this Agreement.
- 1.3.4 The Owner agrees to extend fullest cooperation to the Developer with regard to all matters connected with the Project. The Owner further agrees to handover to the Developer all relevant deeds, documents and papers pertaining to his title to the Land on the Effective Date for enabling the Developer to effectively carry out the development of the Project. In case the Developer notices any defect in title of the Owner, it shall be brought to the notice of the Owner by the Developer and the Owner shall be liable to get such defect rectified, cleared and removed within 15 (fifteen) days of such notice, or within such reasonable time, as may be mutually agreed by the parties in writing. In case the Developer is not satisfied with the title of the Owner and the title defect cannot be cured, then the Developer shall have the option to terminate this Agreement and in that event the Owner shall refund the entirety of the Security Deposit together with all amounts invested and/or incurred or spent by the Developer in or for or on account of the Land and/or the Project and/or the curing of title of Owner to the Land and/or any amounts given as financial assistance by the Developer to the Owner, within 90 (ninety) Days from the date of termination of this Agreement, and failing which, interest @12% per annum shall be applicable thereafter on the amounts not refunded to the Developer till the



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whole of the amounts are refunded in full, and till such refund, the Developer shall continue to remain in possession of the Land and have a first charge thereon without any liability of payment of any property rates and taxes, rent, user charge and/or any other sums or moneys, howsoever and by whatsoever name called or described, to the Owner or to any public or government body or authority in respect of the Land.

- 1.3.5 The Owner shall alone remain responsible for removal of the tenants and Occupants from the said Land and hand over vacant peaceful possession of the spaces vacated by the Occupants and the said Land to the Developer.

2. GRANT OF DEVELOPMENT RIGHTS & HAND OVER OF POSSESSION OF THE LAND

- 2.1 Subject to the terms and conditions contained in this Agreement, on and with effect from the Effective Date, the Owner hereby exclusively grants to the Developer and the Developer hereby accepts from the Owner, the Development Rights in respect of the Land by entering into the Land as a licensee, as understood under Section 52 of the Indian Easements Act, 1882, to commence the construction activity. The Legal Title, Domain and control of the property continues to be vested with the Owner till its transfer in favour of the ultimate purchasers of apartments.
- 2.2 The Parties agree that hereafter the Project shall be exclusively implemented/ constructed/ developed by the Developer as per the terms contained in this Agreement. The Owner hereby agrees not to disturb, interrupt or interfere with or commit any act or omission which would in any manner result in any detriment to the rights or entitlements of the Developer, or, any delay or stoppage of the Project.
- 2.3 The Developer shall, at its costs and expenses, carry out the development



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and construction of the Project. Further the Developer shall, at its costs and expenses, obtain all requisite Approvals for development and construction of the Project. All Project Costs, excluding any costs or expenses relating to Land or rectifying title of Owner, shall be borne and payable by the Developer.

- 2.4 The Developer shall prepare all applications, plans, renewed plans, undertakings, lay out plans, details, descriptions etc. that may be required for development and construction of the Project or for submission with any Governmental or local Authority for obtainment of any Approval and all detailing, master planning, zoning, lay out, Building Plan and all other details and specification for development and construction of the Project shall be prepared and finalized by the Developer and all requisite Approvals for the same shall be obtained by the Developer.
- 2.5 The obligation of the Developer to commence and carry on the construction and development of the Project pursuant to this Agreement is conditional upon fulfilment (unless waived in writing by the Developer) by the Owner of the Conditions Precedent as set out in clause 2.5.1 below to the satisfaction of the Developer.
- 2.5.1 The Owner shall have procured vacating of all Tenants and/or Occupants of the parts or portions of the building at the said Land and vacant *khas* and peaceful possession of the entirety of the said Land and the building thereon is handed over to the Developer free of any and all Encumbrances, claims demands liabilities of such Tenants and/or Occupants at his own costs and expenses in terms of clause 3 below ("**Conditions Precedent**").
- 2.6 Upon fulfilment of the Conditions Precedent, the Owner shall deliver to Developer a letter in writing ("**CP Fulfilment Letter**") (together with originals or certified copies of all supporting documentary evidence to



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support the statements in such CP Fulfilment Letter), certifying that the Condition Precedent has been fulfilled.

- 2.7 The Owner further agrees that within 2 (two) days from the CP Fulfilment Date, the Owner shall hand over vacant and peaceful possession of the Land to the Developer for the purpose of development of the Project ("**Land Possession Date**"), and the Developer shall have the right to enter upon the Land as "Licensee" directly or through its affiliates, associates, nominees, agents, architects, consultants, representatives, contractors and/or assigns and to do all acts and deeds required and/or necessary for the Development and for the implementation and completion of the Project.
- 2.8 The Owner has executed a Registered Power of Attorney ("**Power of Attorney**") dated 21st December, 2022 in favour of the Developer for the purpose of development on the Land and the same is registered with Additional Registrar of Assurances-IV, Kolkata, vide Book No. I, Volume No. 1904 - 2022, Pages 1179049 to 1179071, Being No. 190420499 for the year 2022. The Power of Attorney executed by the Owner in favour of the Developer shall remain effective and irrevocable for the entire term of this Agreement so as to enable the Developer to perform all its obligations as stated under this Agreement. The Owner agrees and undertakes not to cancel, revoke or modify the Power of Attorney without the prior written consent of the Developer. The Developer shall be entitled to appoint one or more substitutes under the Power of Attorney for the exercise of any or all of the powers and authorities thereunder in favour of any of its affiliates; provided however in case any such affiliate ceases to be an affiliate of the Developer then all such appointments in favour of the Affiliate shall also automatically cease. The Developer shall keep the Owner informed about appointment and cessation of Affiliate as soon as such appointment or cessation takes place.
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3. OCCUPANTS:

3.1 The Owner, by following due process of law, shall cause to be vacated the portions of the building on the Land in occupation of the Occupants and if necessary then by paying such compensation as may be mutually decided by the Parties out of the Security Deposit (*defined below*).

3.2 In the event the Owner requires funds for and on account of payment of compensation or any other amounts to the Occupants or any of them for and on account of obtaining surrender of their occupation/tenancy and also for obtaining of the vacant possession of the portions in their occupation, the Developer would advance and pay to the Owner such required funds out of the Security Deposit amount payable under this agreement. The Developer shall be entitled to adjust such funds against the Security Deposit amount to be paid by the Developer as per clause 4 hereunder. The said amount shall be paid in tranches as and when each of the Occupants vacates and hands over peaceful vacant possession of the area under his/her occupation.

3.3 It has been agreed that as and when the said Occupants or any of them would vacate the portions in their possession/occupation, the Owner would cause the portion so vacated to be directly handed over to the Developer in part performance of his obligations under this Agreement for the purpose of development of the said Land.

3.4 The Owner hereby agrees to keep the Developer informed of all developments with regard to the Owner obtaining surrender of the respective tenancies/occupations of the existing tenants/occupiers and recovering vacant possession of the portions in their occupation.



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3.5 It has also been agreed that in the event the Owner fails to make available to the Developer the vacant possession of the said Land within 1 (One) month from the date of execution of this Agreement, the Developer shall be entitled to make negotiation with those of the said Occupants, who have not vacated portions in their occupation and obtain surrender of their tenancies / occupations and recover vacant possession and/or enter into a settlement with them in respect of the portions in their occupation and, if required, to compensate such Occupants by reimbursing costs and expenses, if any, that may be needed or incurred by such Occupants for vacating and shifting and/or relocating from their respective occupied / tenanted portions of the said Land, with due notice to the Owner. The Owner shall render all assistance to the Developer in this regard. The amount of compensation or other amounts or charges, which the Developer may be required to pay to the Occupants, shall be adjusted against the amount of Security Deposit to be paid to the Owner by the Developer as provided in clause 4. If any area needs to be provided to such Tenants/occupiers in the new building then such area shall be provided out of the Owner's Allocation area to such tenant(s). In case any such area is provided out of the Developer's Allocations to the said tenants / Occupants, then the Owner shall pay sale consideration amount together with taxes as applicable and other extras and deposits in respect of such areas and spaces to the Developer before handing over such areas or spaces to such tenants / Occupants. If the amount paid, as aforesaid, together with the amount paid to the Owner exceeds the amount of total interest free Security Deposit, as per clause 4, then the Developer shall charge interest @12% p.a. on such excess amount till the time such excess amount is either paid by the Owner to the Developer or the same is adjusted by the Developer after selling areas under Owner's Allocation to intending purchasers and receiving consideration amount from the intending purchasers. The Owner shall also give necessary registered Powers of



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Attorney to the Developer to sell such areas out of his allocation. The Owner agrees to co-operate with the Developer in settling such encumbrances and not to unnecessarily hold his decision whereby the Developer is delayed in proceeding with the development of the said Land and as a result of which, the Developer has to suffer losses in the Project, and if so, then the Developer at its discretion shall be entitled to take appropriate decision with regard to all such matters with a notice to the Owner and every such decision shall be at the cost of the Owner.

4. SECURITY DEPOSIT

4.1 In consideration of the Owner allowing and permitting the Developer to develop the Land, the Developer has agreed to deposit with the Owner as and by way of an interest free refundable security deposit a sum of Rs.1,30,00,000/- (Rupees One Crore Thirty Lakhs only) ("**Security Deposit**"). The said Security Deposit has been and/or shall be deposited with the Owner by the Developer in the following manner:-

- I. A sum of Rs.1,30,00,000/- (Rupees One Crore Thirty Lakhs only) being interest free refundable security deposit has been already deposited by the Developer with the Owner on various dates on various accounts (the receipt whereof the Owner doth hereby as also by the memo hereunder written admit and acknowledge);
- II. Till date the Developer paid a total of Rs. 41,26,749/- (Rupees Forty One Lakh Twenty Six Thousand Seven Hundred and Forty Nine) only over and above interest free refundable security deposit, as aforesaid, on various dates by the



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Developer on behalf of the Owner, which shall bear interest as mutually agreed under this Agreement.

- 4.2 The above Security Deposit of Rs.1,30,00,000/- shall not accrue any interest and shall be refunded by the Owner to the Developer from time to time as the Project is developed or on termination of this Agreement. In case the Owner is not able to refund the Security Deposit upon completion of the Project, the Developer may at its option adjust the same by selling requisite units / areas / commercial units / car parking spaces out of the Owner's Allocation.
- 4.3 In case if the Developer thinks that it is prudent to make any payment in the interest of the Development of the Project at the said Land, that relates to the curing of any defect or shortcoming in the title of the Owner to the said Land and/or for satisfactory removal of any Encumbrances on the said Land, then the Developer shall be entitled to clear such Encumbrances in consultation with the Owner and if the Owner requires the Developer to pay any further amount which exceeds the Security Deposit amount of Rs.1,30,00,000/- (Rupees One Crore Thirty Lakhs only), then the Developer shall charge interest @12% p.a. on such excess amount till the time such excess amount is either paid by the Owner to the Developer or the same is adjusted by the Developer from the sale of Owner's Allocated area. The Owner agrees to co-operate with the Developer in settling such Encumbrances and not to unnecessarily hold his decision whereby the Developer is delayed in proceeding with the development of the said Land and as a result has to suffer losses in the Project, and if so, then the Developer at its discretion shall be



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entitled to take appropriate decision with information to the Owner and at the cost of the Owner.

- 4.4 The Parties agree that a total of 4,500 Sq.Ft. of Super-built-up area (approximately) together with proportionate car parking space out of the Owner's Allocation shall remain blocked / reserved / charged in favour of the Developer (hereinafter "**Blocked Owner's Allocation area**") until full refund of the Security Deposit and other amounts due and payable by the Owner to the Developer including any interest payable thereon. Such Blocked Owner's Allocation area out of the total Owner's allocation area shall be earmarked after developer obtain a Sanction Plan from KMC in an area allocation agreement to be executed between the parties. Owners shall also be barred from selling this Blocked Area till all liabilities of the Developer payable by the owner is mitigated. However, Developer shall have right to release some areas out of Blocked Area on conditional basis at its sole discretion. Possession of such reserved area shall also not be handed over to the Owner by the Developer upon completion of construction until entire Security Deposit and other amounts owed by the Owner to the Developer are refunded by the Owner with interest in full. In case of the Owner failing to refund such Security Deposit or other amounts, as the case may be, to the Developer within the agreed time, the Developer shall be entitled to sell at its discretion such portions out of the Owner's Allocation as would be sufficient to recover the Security Deposit / other amounts due and refundable to the Developer with intimation to the Owner regarding such adjustments. Owner shall not be entitled to sell flats or Units under Blocked Owner's Allocation Area and realize or collect any amount from any person in any mode.



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4.5 Adjustment of Security Deposit:

The Owner hereby agrees that he shall after start of booking process of the Project, adjust a sum of Rs.80,00,000/- (Rupees Eighty Lakhs only) together with the excess Security amount paid by the Developer to the Owner on interest basis along with interest amount and other dues of the Developer shall be first adjusted by the Developer out of sale of the Blocked Owner's Allocation Area (blocked by the Developer from the start of the Project) towards part refund of the said total Security Deposit and a sum of Rs.50,00,000/- (Rupees Fifty Lakhs) only shall remain as Security Money till the completion of the Project. This amount of Rs.50,00,000/- shall be refunded by the Owner to the Developer before taking handover of the Owner's Allocation area from the Developer. However, the Owner shall continue to be liable for payment of maintenance and property tax from the date the Owner's Allocation is ready for possession and possession notice is given by the Developer to the Owner to this effect.

For this purpose, the Owner has agreed that the sale of Blocked Owner's Allocation Area will be done by the Developer and for which, the Owner agrees to give necessary General Power of Attorney to the Developer or to its representatives for all associated acts, deeds and things to be done in that regard.

5. COMPLETION OF THE PROJECT

- 5.1 The Developer shall prepare the Building Plan in consultation with the Architect.



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- 5.2 The Developer shall complete the Project within a period of 36 (thirty-six) months from the date of start of construction work with a grace period of 6 (six) months, subject to Force Majeure, from the Land Possession Date. The Developer shall appoint the construction contractor(s) of its choice. Immediately after the Completion of the Project, the Developer shall submit a copy of the certificate of the Architect signifying completion of the Project ("**Completion Notice**") to the Owner and the date on which the Owner receives such Completion Notice is hereinafter referred to as the **Completion Date**.
- 5.3 The Developer shall at its own cost and expenses, construct develop and complete the Project in accordance with the Applicable Law, the Building Plans, specifications and elevations sanctioned by the Municipal and Development authority subject to any amendment, modification or variation to the said Building Plans and Unit specifications, as may be decided by the Developer and/or the Architect, subject to the approval of the appropriate authorities, if required and carry on the construction and development by using good construction practices with regard to safety and environment.
- 5.4 The decision of the Architect regarding measurement of area constructed and all aspects of construction including the quality of materials as per specifications shall be final and binding on the Parties.

**ARTICLE - II # TITLE INDEMNITIES AND REPRESENTATIONS BY THE
OWNER AND THE DEVELOPER**

- 6.1 The Owner doth hereby declares and covenants with the Developer as follows:-



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6.1.1 **TITLE:** That the Owner is absolutely seised and possessed of and/or otherwise well and sufficiently entitled to and have a marketable title over **ALL THAT** the said Land, more fully and particularly described in the **FIRST SCHEDULE** hereunder written and delineated in the map or plan annexed hereto and thereon bordered red.

- a. The Owner has absolute right and authority to enter into this Agreement with the Developer in respect of the said Land agreed to be developed.
- b. The Owner does not own any excess vacant land within the meaning of Urban Land (Ceiling & Regulation) Act, 1976.

6.1.2. **Compliance with Applicable Laws:** The Owner with respect to the Land and/or the Project shall be liable to comply with all statutory compliances as applicable from time to time including but not limited to the GST, RERA (or other laws or enactments in place thereof, as may be made applicable from time to time), Income Tax etc;

6.1.3. **No Encumbrance & Contiguous:** Subject to the rights of the Occupants, the Land and all parts of it are free from all kinds of Encumbrance and third party claims including any prior sale/ agreement to sell, transfer, assignment, gift, mortgage, tenancy, license, trust, exchange, lease/sub lease, encroachment by or settled possession of a third party, legal flaw, claims, prior agreement to sell / transfer / assignment / sub lease, loan, surety, security, lien, court injunction, litigation, stay order, notices, charges, disputes, acquisition, attachment in the decree of any court, hypothecation, income tax or wealth tax attachment or any other registered or



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unregistered Encumbrance whatsoever. The Land is contiguous land and save and except disclosed herein, there are no impediments with regard to the development and construction of the Project;

6.1.4. **No litigation:** There is no pending or threatened litigation(s) including any appellate proceedings, arbitrations, suits, proceedings, disputes, lis-pendens, attachment, claims, demands, notices of acquisition or requisition, reservations, prohibitory orders, notices of any nature whatsoever concerning or relating to or involving the Land or the Owner pertaining to the Land. There are no court orders or any orders / directions from any Governmental Authority or any other person, which may have any adverse effect on the title of the Land vesting with the Owner, the contemplated transaction under this Agreement or on the development and construction of the Project;

6.1.5. **No Prior power of attorney:** The Owner has not issued and/ or executed any power of attorney or any other authority, oral or otherwise empowering any person(s) other than the Developer / its nominee(s) to deal with the Land or any part thereof for any purpose whatsoever;

6.1.6. **No Outstanding taxes etc.:** There is no outstanding property taxes, rates, duties, cess, levies including assessments, water charges, electricity charges, dues or any other charges, including any infrastructure charges, under any Applicable Law, required to be paid to any Governmental Authority or other Person in connection with the Land. However, if at any stage any demand/notice is



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received in this respect, the same shall be borne/settled solely by the Owner;

6.1.7. **No future impediment:** The Owner agrees and covenants that after execution of this Agreement, and except in accordance with the terms hereof, he shall not enter into any agreement, commitment, arrangement or understanding with any person which shall have the effect of creating, directly or indirectly and whether immediately or contingently, in favour of such person any right, interest, title, claim or Encumbrance in or over or in relation to the Land and/ or the constructed area or any part thereof; and

6.1.8. **Due disclosures:** All information in relation to the transactions contemplated herein which would be material to the Developer for the purposes of entering into this Agreement, and consummating the transaction contemplated herein, has been made available and disclosed to the Developer. All information contained or referred to in this Agreement which has been given to Developer, continues to be, true, complete and accurate in all respects and not misleading in any manner. Nothing has occurred (since the time such information was given) that results in any information, provided by them or on their behalf in connection with the transaction contemplated herein, becoming untrue or only partially true in any respect.

6.1.9. Each of the representations and warranties set forth in this Agreement shall be construed as a separate warranty and (save as expressly provided to the contrary herein) shall not be limited or restricted by reference to or inference from the terms of any other representation or warranty or any other term of this Agreement or qualified by any actual or constructive knowledge on the part of the



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Developer or any of its agents, representatives, officers or employees.

6.1.10. For the avoidance of doubts, the representations, warranties and covenants mentioned in this Clause shall survive and continue to be in force and effect from the Effective Date.

6.1.11. That there is no attachment under the Income Tax Act, 1961 or any of the provisions of the Public Debt Recovery Act or any other law for the time being in force in respect of the said Land or any part thereof nor any proceeding in respect thereof is pending nor any notice in respect of any such proceeding has been received or served on the Owner by any of the said authorities.

6.2. The Developer doth hereby represent, warrant, assure and covenant with the Owner as follows:

6.2.1 That it has the necessary experience, capability, technical expertise and infrastructure to carry out the development of the said Land by constructing thereupon the Building in accordance with the Building Plan in a manner that is expected of a developer of repute undertaking such like projects.

6.2.2 That it is capable of and shall complete construction of the Building at the said Land within the time mentioned in clause 5.2 hereunder in accordance with the Building Plan and as per specifications contained in the **SECOND SCHEDULE** hereunder written.

6.2.3 That it has full power and authority to execute deliver and perform its obligations herein contained.



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- 6.2.4 That it shall at all times perform the duties and undertake the responsibilities set forth in this Agreement in accordance with industry standards expected of a first class developer of residential projects offering similar quality, services and products using reasonable, expeditious, economical and diligent efforts at all times in performance of this Agreement.
- 6.2.5 That it has adequate funds to undertake and complete construction of the Building at the said Land as per terms of this Agreement.
- 6.2.6 That it shall make timely payments of all taxes, cess, duties, levies and charges including any other statutory dues payable by it under this Agreement.
- 6.2.7 That there are no actions, suits, litigations or proceedings, be it civil, criminal or revenue, pending, or to its best of knowledge, threatened against or affecting it before any court, administrative body or arbitral tribunal which might materially or adversely affect its ability to meet or perform any of its obligations under this Agreement.
- 6.2.8 That the representations and warranties given by the Developer under this Agreement are true and valid and it has an obligation to disclose to the Owner as and when any of its representations and warranties ceases to be true and valid.

ARTICLE-III # OTHER COVENANTS AND OBLIGATIONS

- 7. The Parties herein shall abide to the following covenants and obligations:



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- 7.1 The Developer shall have the right and authorities to arrange for financing of the Project (project finance) from any Banks and/or Financial Institutions for construction and development of the project upon such terms and conditions as may be applicable. Such finance may be secured by mortgaging the said project land in favour of any bank / financial institution by deposit of original title deeds of the said Project land by way of Equitable Mortgage and/or by executing Simple Mortgage and/or by creating English mortgage. Further, the Developer may execute any document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of deposit title deeds, deliver the title deeds and to receive back the title deeds, etc.
- 7.2 The Owner hereby agrees to extend its fullest co-operation for any matter whatsoever as may be directed by the Developer from time to time in relation to fulfilling all its obligations as contained in this Agreement for the purpose of development of the Project and for transferring the Units to the Intending Transferees.
- 7.3 All taxes, rents, duties, cess, levies, property tax etc. levied by or payable to any Government Authority or any municipal or other authority relating to the Land, or any expenses in, over or for the said Land, like security expenses or any development work over the said Land, etc., for the period prior to Land Possession Date, shall be the cost and liability of the Owner. All such taxes and duties pertaining to the Government Authority and expenses for the period subsequent to the above period up-to the Completion Notice issued by the Project Architect and transfer of the entire Land shall be the sole liability of the Developer.



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- 7.4 All tax liabilities and more particularly GST shall be paid by the Developer in respect of the Developers allocation Area and by the Owner in respect of Owner's Allocation area as per relevant Act(s) as applicable from time to time.
- 7.5 The Developer has completely relied on the various representations and assurances made by the Owner as hereinbefore recited but in any event it shall be the obligation and responsibility of the Owner to ensure that a marketable title is made out and the Land continues to remain free from all encumbrances and charges. In the event of there being any defect in title, it shall be the obligation of the Owner to remedy and/or rectify such defects at his own cost and also to keep the Developer and the Intending Transferees saved, harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.
- 7.6 The Developer shall be responsible to make all necessary applications and follow-up for obtaining the completion/occupation certificate from the relevant Government Authority on its own expenses.
- 7.7 Notwithstanding anything contained herein, during the subsistence of this Agreement, the Owner shall not (i) initiate, solicit or consider, whether directly or indirectly, any offers or agreements from any third party for the transfer or disposal of the Land or any rights or entitlements for Development in the Land, in any manner whatsoever; (ii) enter into any arrangement or agreement of any nature whatsoever for assignment/ transfer or disposal of the Land (or any rights or entitlements, including any development rights in the Land), in any manner whatsoever with any other person; (iii)



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negotiate or discuss with any third party the financing, transfer, mortgage of the Land (or any rights or entitlements, including any development rights in the Land).

- 7.8 The Parties agree that no other person, acting under or through them, shall do or cause to be done, any act of commission or omission that (i) interferes with or causes any obstruction or hindrance in the exercise of any of its rights by the Developer or (ii) whereby the permission of Development is prejudicially affected in the performance of its duties and the exercise of its rights, powers and authorities under this Agreement. The Owner shall act in the best interests of the Developer and shall not, in any manner whatsoever, do any act, deed or thing that is detrimental to or against the interests of the Developer and/or Project.
- 7.9 Each Party undertakes to notify the other in writing, promptly, if it becomes aware of any fact, matter or circumstance (whether existing on or before the date hereof or arising afterwards) which would cause any of the representations or warranties given by either of them herein, to become untrue or inaccurate or misleading, at any point of time.
- 7.10 The Owner agrees and acknowledges that, as the developer of the Project, the Developer shall have the sole right and authority to make any modifications or amendments in the Building Plans without being required to obtain any consent or approval, prior or post, of the Owner. However, the Owner shall be kept informed about any such modifications or amendments to the Building Plan.
- 7.11 The Owner shall at his own cost be liable to obtain and provide to the Developer ULC clearance under the Applicable Laws. The



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Developer agrees to extend reasonable co-operation in this regard, without being obliged in any manner to pay any fees, costs, charges or expenses in respect thereof. The Owner agrees to obtain such ULC clearance within 90 days of the date of this Agreement. Be it provided that the commencement of development of the Project by the Developer shall not be possible in any manner unless the Owner obtains such ULC clearance, and accordingly, the Owner agrees not to hold the Developer liable in this regard in any manner.

- 7.12 The parties further agree that the Developer will undertake demolition of the existing building and structures at the said Land upon the same having been vacated in entirety by the Occupants. Such demolition will however be done at the cost of the Developer and all salvage / scrap value recovered therefrom shall be made over to the Developer. However, if the Owner fails to have the said Land / existing building and structures vacated by the Occupants and all other encumbrances, if any within 15th March, 2023, the Owner shall be liable to pay interest @12% p.a. on all sums (including interest free Security Deposit) paid / spent / incurred by the Developer till the date the Owner obtains such clearance, or refunds such amounts, whichever is earlier.
- 7.13 The Owner agrees that the Owner will extend all support and co-operation and help to the Developer during the period of construction process to handle any and all claims and demands and/or disturbances or hindrances of the locals of the area of the said Land.
- 7.14 Notwithstanding anything anywhere contained in this Agreement, the Owner shall also be liable for all such claims, fines, penalties and



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damages if the Developer is delayed in performing its obligations under this Agreement due to any misrepresentation, delay or default of the Owner, and the Owner hereby agrees to indemnify and to keep the Developer saved harmless and indemnified of, from and against any and all losses, costs, claims, demands, actions, suits, proceedings, damages, fines, penalties, interest, etc. that the Developer may suffer or be put to due to any such misrepresentation, delay or default of the Owner.

- 7.15 The Parties further agree that while allocating the Owner's Allocation and the Developer's Allocation in the new building, the Parties would enter into an Allocation Agreement. However, it may be possible that exact percentage of distribution cannot be made due to various reasons and certain unit in the new building would fall under the common ownership of the Owner and the Developer. Such unit would be sold by the Developer to any intending buyer and the sale consideration shall be divided / shared between the Owner and the Developer in the ratio of ownership / entitlement percentage according to allocation ratio [as described in Clause No. 1 (p) & 1(z) herein], respectively. The Owner agrees to sign all such deeds and documents in this regard (without any delay, demur or demand) as may be required by the Developer for completing the sale and transfer of such unit.
- 7.16 The Owner agrees to pay on demand his share of the Generator Charges, Extra Development Charges, Air Conditioning Charges and other extras and deposits at the same rate at which the owners / buyers of the other units in the Project pay the same to the Developer. The Owner further agrees to regularly and punctually pay his share of all monthly maintenance charges in respect of the



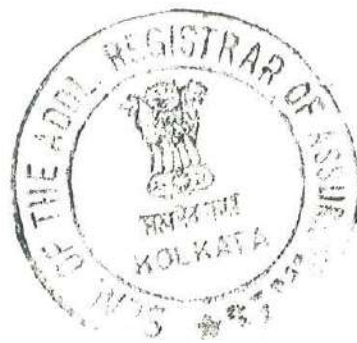
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Owner's Allocation, failing which, the Owner shall be liable to pay interest @ 15% thereon till the date of actual payment. In case the default continues for more than 6 (six) months, the Developer shall have first charge over the Owner's Allocation to the extent of the amounts due and payable by the Owner including all interest thereon and the Developer shall be entitled to recover and realise such amounts out of any future sale consideration or rental income of the units comprised in the Owner's Allocation. The Owner also agrees that if at any time he sells or transfers any part of his allocation in the new Building, he shall ensure to the satisfaction of the Developer that all his transferee/s have agreed to pay all the above said deposits and/or charges, as will be paid by the other owners / occupiers of the new Building. The Owner further agrees that he shall ensure that all deeds and documents for such sale and/or transfers are made through the Project Advocates, i.e., M/s. Fox & Mandal LLP, of 206, A.J.C. Bose Road, Kolkata upon payment of their requisite fees, costs and charges at such rates on which the same are charged and paid for the sale and/or transfer of units forming part of the Developer's Allocation.

- 7.17 The Parties hereby mutually agreed and further empower the Developer, at its sole discretion, to appoint any men or organization with such expertise, to develop the said Land in terms of this agreement. In such cases all the terms and conditions mentioned in this agreement shall be remain same and effective/operative.

ARTICLE - IV # COMMENCEMENT

8. This Agreement shall commence or shall be deemed to have commenced on and with effect from the date of execution of these presents.



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ARTICLE - V # CONSIDERATION

9. In consideration of the Developer agreeing to build, complete in all respects and make over the Owner's Allocation to the Owner on the terms and conditions herein contained and subject to the Developer not otherwise being in breach of the terms and conditions herein contained, the Owner hereby agrees to sell to the Intending Transferees/buyers, the proportionate undivided share or interest in the land of the said Land attributable to the Developer's Allocation in such part or parts as shall be required by the Developer.

ARTICLE - VI # POST COMPLETION MAINTENANCE

10. Till the taking over of the maintenance of the Project by the Association, the Developer shall be responsible for the management, maintenance and administration of the Buildings and the Project may appoint the Maintenance-in-Charge to do the same. The Owner hereby agrees to abide by all the rules and regulations to be framed for the management of the affairs of the Buildings and the Project.

The Developer or Maintenance-In-Charge to be appointed as per clause 1(x) shall manage and maintain the Common Areas and services of the Buildings and the Project and shall collect the costs and service charge thereof (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the Buildings, land tax, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipment and administrative charges including salary, accounting charges etc.



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The liability of the Owner to pay the monthly maintenance charges shall commence immediately upon the Architect certifying that construction of the building is complete and the Developer intimating the same to the Owner, whether or not the Owner is actually in possession of the units comprised in the Owner's Allocation. Likewise, the Owner's liability to pay the property rates and taxes to the Kolkata Municipal Corporation shall also commence on and with effect from such date and on the same condition.

**ARTICLE - VII # TITLE DEEDS & OTHER DOCUMENTS RELATING TO
THE PREMISES**

11. The Owner will hand over to the Developer upon execution of this Agreement, all original title deeds to the Developer to give inspection to the intending purchasers and also to other Governmental Authorities and also to enable the Developer to effectively carry out the development.

ARTICLE - VIII # RIGHT TO CONSTRUCT AND PROCEDURE

12. The Owner hereby grants exclusive right to the Developer to build upon the said Land by constructing thereon a residential building together with some commercial areas in accordance with the building plan or plans to be sanctioned by the Kolkata Municipal Corporation with or without any amendment and/or modification thereto made or caused to be made by the Developer with the approval of the Owner.

- 12.1 After the Owner has shifted into the alternative accommodation and after the movable furniture and fixtures in the said Land shifted and the said Land vacated of its belongings, the Owner will authorize the Developer to enter into and remain upon the said Land only to enable the Developer to carry out its obligations herein contained. The Developer will enter the said Land as a Licensee only and



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without having any right title or interest in the property and only for the purpose of development and carrying on construction of the building on the said Land and selling the Developer's Allocation area.

- 12.2 All applications plans papers and other documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer on behalf of the Owner and in the name of the Owner at the Developer's cost and expenses and the Developer shall pay and bear all fees including Architect's fees charges and expenses required to be paid or deposited for construction on the said Land provided however that the Developer shall also be exclusively entitled to all refunds of any or all payments and/or deposits made by it.
- 12.3 The Owner shall execute Power or Powers of Attorney in favour of the Developer and/or its duly appointed / authorised nominee or nominees at the risk and cost of the Developer to enable it to carry on construction of the building on the said Land with powers to negotiate, sell, transfer or otherwise deal with various portions comprising the Developer's Allocation and Blocked Owner's Allocation in the building without either the power to create or foist any risk or liability on the Owner, financial or otherwise, or to hand over possession of any part of the Developer's Allocation without the general consent in writing of the Owner. The Owner however agrees that he shall always, upon being called upon to do so by the Developer, without any demur or protest, sign and execute all applications, plans, papers and other documents which the Developer may require to carry out the construction and cannot be



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signed by the Developer as the Constituted Attorney of the Owner. Provided Further That the Developer shall indemnify and keep the Owner saved harmless and indemnified from all costs claims and demands which the Owner may suffer or be put to by reason of the Developer exercising any power under the Power or Attorney aforesaid.

12.4 The Developer shall demolish the existing structures on the said Land at its own cost and appropriate the debris salvage and materials thereon and/or realisations therefrom.

12.5 The Developer shall abide by all laws, bye-laws rules and regulations of the Government, local bodies and all other authorities and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws bye-laws rules and regulations. The Developer hereby agrees to keep the Owner saved harmless and indemnified against all punitive actions, losses, damages, fines, penalties, costs, charges and expenses if there be any, resulting due to omission, non-compliance, lapses or violations of the statutory provisions of the relevant laws, bye-laws rules and regulations.

ARTICLE - IX # SANCTION, ALTERNATIVE ACCOMODATION, BUILDING & COMPLETION

13. After execution of this Agreement, the Developer shall cause to be made plans and drawings for construction of the new Building at the said Land in such manner and with such specifications, as it may deem fit and proper and/or as may be advised by the Project Architect and other consultants and professionals of the Project, and to submit the same to the Kolkata Municipal



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Corporation and obtain sanction thereof. The Owner agrees to accept such plan and all modifications thereof without any dispute.

- 13.1 The Developer shall have the exclusive right to construct the building at the said Land at its cost in accordance with the sanctioned plan thereof without any hindrance or obstruction from the Owner. In case of any deviation from the sanctioned building plan, the same shall be at the risk cost and consequences of the Developer without holding the Owner liable or responsible for the same.
- 13.2 The Developer not being in breach of the terms and conditions herein contained, the Owner shall not disturb or cause obstruction in the construction of the Building.
- 13.3 All construction activities shall be carried out by the Developer in a manner as not to restrict or to create any inconvenience or disturbance to the inhabitants of adjoining building(s) and the Developer shall take all possible care to avoid interference with them or causing damage thereto.
- 13.4 The Developer shall keep the Owner saved harmless and indemnified against all claims, losses, workmen compensation, costs charges and expenses etc. resulting from damages or third party accidents or any other reasons during demolition and construction activities.
- 13.5 The Owner's Allocation shall be completed in all respects within a period of 36 (Thirty Six) months from the Land Possession Date, after the Owner has shifted to the alternative accommodation, or from the date of start of construction work after sanction of plan,



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whichever is later. Subject to Force Majeure, in case the Developer failed to deliver Owner's Allocation within said 36 Months from start of construction work, then the Developer and Owners shall mutually decide regarding the interest charged for the financial assistance made to the owners for the period over and above 36 months.

- 13.6 Subject to due abidance of Owner's obligations as stated herein, on receipt of the Completion Notice, as defined herein, the Developer shall intimate in writing to the Owner to take possession of his respective Allocation and on expiry of 7 (seven) days from the receipt of the said Notice, it shall be deemed and presumed that the Owner has taken possession of his allocation to his satisfaction and immediately thereafter the Owner shall be liable to bear and pay his part or share of the proportionate property rates and tax, monthly Maintenance Charges and other outgoings in respect of his Allocation, whether or not the Owner has actually taken physical possession of his Allocation or any part thereof in accordance with the terms of this Agreement.

ARTICLE - VIII # RIGHTS OF THE PARTIES

14. Immediately after sanction of the said plan, the parties hereto shall allocate and demarcate between themselves their respective portions in the building to be so constructed and while allocating the said portions and the car parking spaces, the parties hereto shall ensure that allocation is done on an equitable basis.
- 14.1 It is agreed that the ultimate roof (terrace) of the building shall belong exclusively to the intending Unit holders. It is further agreed that the Developer shall install / construct overhead water tanks for



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the building and also install any other installations (including small TV antennas / dish antennas) over the lift wells only and nowhere else.

- 14.2 The common areas / facilities shall be held for the common use and enjoyment of the Owner's / Developer's Allocation.
- 14.3 The Developer shall enter into Agreements for Sale with the transferees / nominees of the Developer to nominate such person to purchase part of the Developer's Allocation including the undivided proportionate share or interest of land in the said Land attributable to the flats, units, car parking spaces out of the Developer's Allocation and Blocked Owner's Allocation area. All amounts payable under the said Agreements for Sale shall be paid to and received by the Developer for its own use and the Owner shall not have any claim or right thereover. After completion of the building, the Owner shall execute the Deed or Deeds of Conveyance of the undivided proportionate interest in the land of the said Land in favour of such intending purchasers at such buyers' costs.

ARTICLE - IX # COMMON FACILITIES

15. The Owner and the Developer or its nominee(s) shall pay and bear all property taxes and other dues and outgoings in respect of their respective allocations accruing on and from the date when the Owner's Allocation in the said Land is handed over fully completed in all respects in terms of clause 7.16 above.
- 15.1 The certificate of the Architect for the time being in respect of the said building as to completion of the building and the quality thereof and the area contained in the respective flats shall be final



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and binding on the parties hereto. Notwithstanding the above, the Developer shall be bound to obtain Completion Certificate from the Kolkata Municipal Corporation on completion of the building in all respects strictly as per the sanctioned plan. For the lift, certificate of safe installation and operation shall also be obtained by the Developer from the competent authority before the Owner's Allocation can be considered completed.

- 15.2 From the date the building is constructed and completed, the Parties shall for all times thereafter, be exclusively responsible for the payments of all municipal and other taxes, debts dues other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as the "said rates") and service charges payable for the common facilities of the building payable in respect of their respective allocations. The said service charges shall include proportionate share of premium for the insurance of the building against various types of risks as are normally insured against (if such insurance is actually done), scavenging charges taxes charges for lighting, sanitation, lift, maintenance, operation, repair and renewal charges bill collection charges and charges for the management of the common facilities renovation replacement repair maintenance charges and expenses for the building such rates and charges to be apportioned pro-rata with reference to the total super-built up space in the building if they are levied on the building as a whole. All rates, taxes and surcharges in respect of the said Land from the date of this Agreement till such date above mentioned, the entire responsibility in this regard shall be that of the Developer.



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MADHYA PRADESH
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ARTICLE - X # COMMON RESTRICTIONS

16. The Owner's Allocation and the Developer's Allocation in the said building shall always be subject to the following restrictions intended for the common benefit of all occupiers of the building as condition of the sale of the Owner's Allocation and the Developer's Allocation, which shall include the following:
- 16.1. The Owner or the Developer or their transferees or nominees shall use or permit use of their respective allocations in the building or any portion thereof only for residential use and/or for commercial use (as sanctioned) and not for carrying on any obnoxious illegal and immoral trade and activity nor use or allow the use thereof for any purpose which may create a nuisance or hazard to the other occupiers of the said building.
- 16.2. The Owner or the Developer or their nominees / transferees shall not demolish or permit demolition of any wall or other structure in their respective allocations or any portion thereof or make any structural alteration therein without the previous consent in writing of the Developer or Maintenance Agency envisaged hereinafter in this behalf.
- 16.3. The Owner or the Developer or their nominees / transferees shall abide by all laws, bye-laws and rules and regulations of the Government and local bodies as the case may be and the defaulting party shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws bye-laws, rules and regulations.
- 16.4. The Owner or the Developer or their nominees / transferees shall keep the interiors and walls sewers drains pipes and other fittings and fixtures and appurtenances of their respective flats and floors and ceilings in good order condition and repair and in particular so as not to cause any damage to the building or any space unit or accommodation



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therein and shall keep the other and/or the other occupiers of the building as the case may be indemnified from and against the consequence of any breach.

- 16.5. The Owner or the Developer or their nominees / transferees shall not do or cause or permit to be done any act or thing which may render void or voidable any insurance of the building or any part thereof and shall keep the other or the other occupiers of the building as the case may be harmless and indemnified from and against the consequences of any breach.
- 16.6. The Owner or the Developer or their nominees / transferees shall not throw or accumulate any dirt rubbish waste or refuse or permit the same to be thrown or accumulated in or about the building or in compounds corridors or any portion or portions of the building.
- 16.7. The Owner and the Developer and all their transferees/nominees shall form an Association / Society / Company (for short, "the **Maintenance Agency**") for proper up-keep and maintenance of the building and the nominees and transferees of each party and all parties shall cooperate in forming registering and incorporating the said Maintenance Agency and bear all proportionate costs in connection therewith.
- 16.8. The Owner or the Developer and all their nominees / transferees shall permit the Maintenance Agency or its servants and agents with or without workmen at all reasonable times to enter into and upon their respective allocations in the building and any part thereof, to view and examine the state and condition thereof, and the Owner or the Developer or their nominees / transferees, as the case may be, shall rectify immediately upon receipt of notice of such defects, of which notice in writing shall be given.



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- 16.9. The Owner or the Developer or their nominees / transferees shall permit the Maintenance Agency and its servants and agents with or without workmen and others at all reasonable times to enter into and upon their respective allocations and every part thereof for the purpose of maintaining or repairing any part of the building and/or for the purpose of repairing maintaining rebuilding cleaning lighting and keeping in good order and condition any common facilities and/or for the purpose of maintaining repairing and testing drains gas and water pipes and electric wires and for any similar purpose.

ARTICLE - XI # MISCELLANEOUS

17. The Owner and the Developer, as the case may be, shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relevant obligation is prevented by the existence of force majeure condition with a view that the obligation of the party affected shall be suspended for the duration of the force majeure condition.
18. To enable the expeditious construction of the building by the Developer, various acts, deeds, matters and things not herein specifically referred to not contrary hereto or to the detriment of the Owner and as may be required to be done by the Developer, shall be ratified and confirmed by the Owner.
19. The Developer shall frame the rules and regulations regarding the usage and rendition of common services and also the common restrictions which should be normally kept in the sale and transfer of ownership flats.
20. Any notice required to be given by either party shall be without prejudice to any other mode of service available and shall be deemed to have been served on the other party if delivered by hand or sent by pre-paid



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21. The Owner and the Developer, their respective assignees/ nominees will not be entitled to claim partition by metes and bounds on any future date of their respective allocations.

ARTICLE - XII # TERM, DEFAULT, TERMINATION, ARBITRATION AND JURISDICTION

22. This Agreement shall take effect on the Effective Date and unless terminated in accordance with the terms herein, shall remain in force till Completion. Provided that the Clauses containing indemnification by one Party to the other shall survive any such termination. The Owner shall not be entitled to terminate this Agreement by choice or convenience or at his sole discretion.

22.1 The Developer may terminate this Agreement in case:

- (i) Forthwith, if the title of the Owner is found to be defective and the Owner fails to rectify such defect and make out a clear and marketable title over the Land; or
- (ii) Forthwith, if the performance of the Agreement becomes unviable due to any change in law or due to refusal of any necessary statutory permission or imposition of any onerous condition by any statutory authority; or
- (iii) subject to the Developer is in sufficient compliance with its obligations herein, in case there is any breach of the covenants or representations on the part of the Owner and such breach is not cured by the Owner within 30 (thirty) days from the date the Developer notifies the Owner about such breach.



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25.1 The Owner may terminate this Agreement in case:

- (i) If and in the event, that the Developer is not in a position to develop the land in accordance with this Agreement due to any of the following reasons;
 - a. The Developer is liquidated or dissolved or becomes insolvent or suffers a receiver, administrator or trustee to be appointed for it or shall cease to carry on business or
 - b. Developer is unable to develop due to bar from any statute;

25.2 Without prejudice to any other rights the Parties may have under law or otherwise, on termination of this Agreement, the Owner shall forthwith refund the Security Deposit and all other amounts till then paid or spent by the Developer in or for the Project towards Project Cost or as mentioned in this Agreement. While calculating Project costs, the Parties shall give due weightage and/or consideration to the amount of Goods and Services Tax collected by the Developer as well as Tax Deducted at Source and deposited to the credit of the Developer. The Owner shall make refund of such amount within 30 (thirty) days from the date of termination ("**Owner Refund Amount**"). In default, the Owner would be liable to pay interest at the rate 12% p.a. on the Owner Refund Amount from the date of demand made in writing till the date of payment. Such Project Costs shall be determined by the Architect and/or other project consultants like a Chartered Accountant, etc. and the decision of such Architect / Chartered Accountant shall be final and binding on the Parties. The Parties further agree that till such refund of Owner Refund Amount with interest, as applicable, the Land shall be under the charge / lien of the Developer and the Owner will not deal with the Land or the Building in any manner during such period.



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- 25.3 Provided Further that while calculating the Owner Refund Amount, due weightage shall also be given to the total amounts received by the Developer from the Intending Transferees as consideration for sale of the units forming part of the Developer's Allocation. In case it appears that the Developer has received consideration amounts in excess of the Owner Refund Amount, then the Developer shall refund an amount which is in excess of the Owner Refund Amount on demand by the Owner within 30 (thirty) days from the date of such demand. Similarly, in case if it appears that amounts received by the Developer from such Intending Transferees do not match upto the amount of the Owner Refund Amount, then the Owner shall pay such deficit amount within 60 (Sixty) days from the date of such demand. In default, the Owner would be liable to pay interest at the rate 12% p.a. from the date of demand made in writing till the date of payment. Be it further clarified that on such termination, the Developer shall stand relieved and release from all obligations of development of the said Land including all third party liabilities, responsibilities and obligations including towards the Intending Transferees, and such liabilities, responsibilities and obligations of the Developer shall then become the liabilities, responsibilities and obligations of the Owner, as more fully mentioned below.
- 25.4 On such termination, as above, the Owner shall be deemed to have taken over the Project himself and the Developer shall not be liable for any reason whatsoever. The Developer shall not handover the possession of the Land as well as the Buildings constructed thereon until such refund and reimbursement as per above is complete to the satisfaction of the Developer.
- 25.5 Provided that upon such termination, the agreements for transfer of the Units entered with the Intending Transferees by the Developer shall be



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deemed to have been entered into by the Owner with all the Intending Transferees and the Owner shall remain solely liable to such Intending Transferees to fulfill all the terms and conditions of the Agreement and to make all statutory compliances required to execute the Project and subject to receipt by the Developer of all the Owner Refund Amount, the Owner shall complete the Buildings in all respect and shall only be entitled to the balance consideration which the Intending Transferees are liable to pay towards the transfer of the Units and that the Owner shall not have any recourse against the Developer for any non-payment of such balance consideration by the Intending Transferees to the Owner.

- 25.6 The Owner further agrees that the Owner shall alone be also liable for all court cases, if any, by the Intending Transferees due to such termination. Any and all fines and penalties payable as per any Applicable Laws, including RERA, due to delay in completion of the Project on account of such termination shall also be solely paid and borne by the Owner without holding the Developer liable or responsible in any manner.
- 25.7 All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and/or any statutory re-enactments or modifications thereto in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The Award made and published by the Arbitrator shall be final and binding on the parties hereto. The place of arbitration shall be at Kolkata.
- 25.8 Courts at Kolkata alone shall have the jurisdiction to entertain and consider all actions suits and proceedings arising out of this Agreement.



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SCHEDULE 1 REFERRED TO ABOVE:

ALL THAT piece and parcel of land containing an area of **10 Cottahs 3 Chittacks and 23 Square Feet**, more or less, together with the existing brick built building thereon or on part thereof built, erected and/or standing and containing more than 60 years old Residential Structures of 12,085 square feet, more or less, occupied by tenants all situated, lying at and being premises No. 236/1, Satin Sen Sarani (previously, Maniktala Main Road), Kolkata - 700 054, **[Zone: Canal East Road (Ward-14) - Rail Bridge (Ward-14)]** P.S. Narkeldanga, P.O. Kankurgachi, having Assessee No. 110291201751, under Ward No. 029 of the Kolkata Municipal Corporation, and butted and bounded in the manner as follows i.e., to say:-

ON THE NORTH	:	By 4 Ft Wide Common Passage ;
ON THE SOUTH	:	By Premises No.1, Narkeldanga North Road;
ON THE EAST	:	By 40 Ft Wide Narkeldanga North Road; and
ON THE WEST	:	By Partly Structure and Partly by 10 Ft Wide common passage.

SCHEDULE 2 REFERRED TO ABOVE:

The Owner herein has, inter alia, represented and assured to the Developer that the Owner has become owner of the said Land in the following circumstances:-

- a. **Purchase of 236, Satin Sen Sarani:** That one Girish Chandra Das, in the Year 1952, purchased various lands totaling area of **10 Cottah 3 Chittak and 23 Sq Ft** more or less, being the Land, by virtue of four separate Indentures, i.e., by Deed No.530 for the year 1952 land area about 5.5 Cottahs, by Deed No. 531 for the year 1952 land area about 1 Cottah and 6 Chittak, by Deed No.652 for the year 1952 land area about 1 Cottah 11.5 Chittak, and by Deed No.653 for the Year 1952 land area about 1 Cottah and 10 Chittak, therefore total Land area owned and/or possessed by the said Girish Chandra Das was **10 Cottah 3 Chittak and 23 Sq Ft** more or less.



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- b. **Said Land part of a larger plot:** That the Land was divided, demarcated and carved out of a larger plot of land measuring about 38 Cottahs 4 Chittacks and 30 Sq.Ft., more or less, being premises No. 236, Satin Sen Sarani (previously known as Maniktala Main Road), Kolkata - 700 054.
- c. **Death of Girish Chandra Das:** That the said Girish Chandra Das, who was, during his life and at the time of his death, a Hindu governed by the *Dayabhaga* School of Hindu Law, died intestate on 8th December, 1983 leaving behind him surviving the following persons as his only legal heirs, who all upon his death inherited and became entitled to the Said Land, each becoming owner of undivided 1/5th share or part in the Said Land, in the following manner:

Sl. No.	Name	Relationship	Undivided Share	Undivided Share (in Land area)	Undivided Share (in structure)
1.	Ganga Dasi Das	Wife	1/5 th	2 Cottahs 32 Sq. Ft.	2417 Sq. Ft.
2.	Renu Dey, <i>alias</i> , Ranu Dey	Daughter	1/5 th	2 Cottahs 32 Sq. Ft.	2417 Sq. Ft.
3.	Mina Saha	Daughter	1/5 th	2 Cottahs 32 Sq. Ft.	2417 Sq. Ft.
4.	Moni Sil <i>alias</i> Moni Shil <i>Alias</i> Manu Shil	Daughter	1/5 th	2 Cottahs 32 Sq. Ft.	2417 Sq. Ft.
5.	Gouri Sankar Das	Son	1/5 th	2 Cottahs 32 Sq. Ft.	2417 Sq. Ft.
Total			100%	10 Cottahs 3 Chittak	12085



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		23 Sq. Ft.	Sq. Ft.
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- d. **Death of Ganga Dasi Das:** That the said Ganga Dasi Das, who was, during her life and at the time of her death, a Hindu governed by the *Dayabhaga* School of Hindu Law, died intestate on 9th November, 2000 leaving behind her surviving the following persons as her only legal heirs, who all upon her death inherited and became entitled to her undivided 1/5th share in the Said Land, thus, each becoming owner of undivided 1/4th share or part in the Said Land, in the following manner:

Sl. No.	Name	Relationship	Undivided Share	Undivided Share (in Land area)	Undivided Share (in structure)
1.	Renu Dey, <i>alias</i> , Ranu Dey	Daughter	1/4 th	2 Cottahs 8 Chittacks 40 Sq. Ft.	3021 Sq. Ft.
2.	Mina Saha	Daughter	1/4 th	2 Cottahs 8 Chittacks 40 Sq. Ft.	3021 Sq. Ft.
3.	Moni Sil Alias Moni Shil Alias Manu Shil	Daughter	1/4 th	2 Cottahs 8 Chittacks 40 Sq. Ft.	3021 Sq. Ft.
4.	Gouri Sankar Das	Son	1/4 th	2 Cottahs 8 Chittacks 40 Sq. Ft.	3022 Sq. Ft.
Total			100%	10 Cottahs 3 Chittak 23	12085 Sq. Ft.



1 DEC 2023

Sl. No.	Name	Relationship	Undivided Share	Undivided Share (in Land area)	Undivided Share (in structure)
				Sq. Ft.	

- e. **Death of Mina Saha:** That the said Mina Saha, daughter of said Girish Chandra Das and Ganga Dasi Das, a Hindu governed by the *Dayabhaga* School of Hindu Law, died intestate on 21st June, 2020 leaving behind her surviving the following persons as her only legal heirs:

Sl. No.	Name	Relationship
1.	Mahabir Saha	Husband
2.	Dilip Kumar Saha	Son
3.	Protima Saha	Daughter

- f. **Death of said Mahabir Saha:** That the said Mahabir Saha, husband of said Mina Saha, a Hindu governed by the *Dayabhaga* School of Hindu Law, died intestate on 26th January, 2002 leaving behind his surviving the following persons as her only legal heirs:

Sl. No.	Name	Relationship
1.	Dilip Kumar Saha	Son
2.	Protima Saha	Daughter

- g. **Death of Manindra Chandra Shil :** That the said Manindra Chandra Shil husband of Manu Shil being the daughter of Girish Chandra Das and Ganga Dasi Das, a Hindu governed by the *Dayabhaga* School of Hindu



1 DEC 2023

Law, died intestate on 12th December, 1989 leaving behind him surviving the following person/s as the legal heirs:

Sl. No.	Name	Relationship
1.	Manu Shil	Wife
2.	Protima Saha	Daughter

- h. **Death of Manu Shil:** That the said Manu Shil, daughter of said Girish Chandra Das and Ganga Dasi Das, a Hindu governed by the *Dayabhaga* School of Hindu Law, died intestate on 28th August, 2016 leaving behind her surviving the following person as her only legal heir:

Sl. No.	Name	Relationship
1.	Mahua Saha	Daughter

- i. **Gift by Renu Dey, alias Ranu Dey:** By a Deed of Gift dated 27th January, 2023 made between Renu Dey, alias, Ranu Dey, therein referred to as the Donor of the One Part, and Gouri Sankar Das, being the Owner herein, therein referred to as the Donee of the Other Part, and registered with the ARA-IV, Kolkata, in Book No. I, Volume No. 1904-2023, Pages 117435 to 117460, being No. 190401779 for the year 2023, the Donor therein, out of her natural love and affection, gifted, conveyed and transferred, unto and to the Donee therein, **ALL THAT** undivided 1/4th share or part in the said **Land**, as described in the **Schedule-I** above, equivalent to land measuring **2 Cottahs 8 Chittak 40 Sq Ft.**, more or less, **together with more than 60 years old Residential** structures having **Cemented Floors** measuring **3021 Sq. Ft.**, more or less, Together With all the liberties, privileges easements and advantages appurtenant thereto And all the estate, right, title, interest use, inheritance, possession, benefit, claims and demand whatsoever of the Donor therein in the said Land, absolutely and forever.



- j. **Gift by Legal Heirs of Manu Shil:** By a Deed of Gift dated 6th May, 2023 made between Mahua Saha, therein referred to as the Donor of the One Part, and Gouri Sankar Das, being the Owner herein, therein referred to as the Donee of the Other Part, and registered with the ARA-IV, Kolkata, in Book No. I, Volume No. 1904-2023, Pages 353605 to 353631, being No. 190407167 for the year 2023, the Donor therein, out of her natural love and affection, gifted, conveyed and transferred, unto and to the Donee therein, **ALL THAT** undivided 1/4th share or part in the said **Land**, as described in the **Schedule-I** above, equivalent to land measuring **2 Cottahs 8 Chittak 40 Sq Ft.**, more or less, **together with more than 60 years old Residential** structures having **Cemented Floors** measuring **3021 Sq. Ft.**, [**Ground Floor 1000 Sq. ft. and First Floor 2021 Sq. Ft.**], more or less, duly occupied by tenants Together With all the liberties, privileges easements and advantages appurtenant thereto And all the estate, right, title, interest use, inheritance, possession, benefit, claims and demand whatsoever of the Donor therein in the said Land, absolutely and forever.
- k. **Gift by Legal Heirs of Mina Saha:** By a Deed of Gift dated 23rd May, 2023 made between Dilip Kumar Saha and Protima Saha, therein referred to as the Donors of the One Part, and Gouri Sankar Das, being the Owner herein, therein referred to as the Donee of the Other Part, and registered with the ARA-IV, Kolkata, in Book No. I, Volume No. 1904-2023, Pages 367524 to 367552, being No. 190407396 for the year 2023, the Donor therein, out of their natural love and affection, gifted, conveyed and transferred, unto and to the Donee therein, **ALL THAT** undivided 1/4th share or part in the said **Land**, as described in the **Schedule-I** above, equivalent to land measuring **2 Cottahs 8 Chittak 40 Sq Ft.**, more or less, **together with more than 60 years old Residential** structures having **Cemented Floors** measuring **3021 Sq. Ft.**, [**Ground Floor 1000 Sq. ft. and First Floor 2021 Sq. Ft.**], more or less, duly occupied by tenants Together With all the liberties, privileges



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ҚАЗАҚСТАН РЕСПУБЛИКАСЫНЫҢ БІЛІМ ЖӘНЕ ҒЫЛЫМ МИНИСТРЛІГІ
МОНАСТЫҚ
- 1 DEC 2023

easements and advantages appurtenant thereto And all the estate, right, title, interest use, inheritance, possession, benefit, claims and demand whatsoever of the Donor therein in the said Land, absolutely and forever.

1. **Gouri Sankar Das sole owner of the Land:** By virtue of inheritance and by way of various gifts as above, Gouri Shankar Das, became entitled to the Land as the sole and absolute owner thereof free from all encumbrances and/or alienation whatsoever.

IN WITNESS WHEREOF the parties to these presents have hereunto set and subscribed their respective hands the date month and year first above written.

SIGNED AND DELIVERED by the
OWNER at **Kolkata** in the presence

of:

1. *Sangita Adhikary*
237/14, K. M. Road
Kolkata - 54
2. *Pankaj Ghosh*
BG-132A, Jora Khana
Krishna Pur, Kolkata - 102

Gouri Sankar Das,

SIGNED AND DELIVERED on
behalf of the **DEVELOPER** at
Kolkata in the presence of:

1. *Babli Shaw.*
78, Beantick Street, KOL-01
2. *Adhir Kumar Das*
78, Beantick Street
KOL-01

For Shree Krishna Enterprise

Dipak Yadava
Authorised Signatory

DRAFTED BY:

Suraj Guha Thakurta.

Suraj Guha Thakurta
Advocate
High Court, Calcutta
Registration No. WB/1994 of 2009



NATIONAL REGISTER OF
COMPANIES OF INDIA
- 1 DEC 2023

:RECEIPT AND MEMO OF SECURITY DEPOSIT:

RECEIVED from the within named Developer as Interest Free Refundable Security Deposit the sum of **Rs.1,71,26,749/- (Rupees One Crore Seventy One Lakhs Twenty Six Thousand Seven Hundred and Forty Nine only).**

Gowri Sankar Das
OWNER

In Presence of:

1. *Sangini Adhikary*

2. *Pankaj Ghosh*



[Handwritten signature]

ADDITIONAL REGISTRAR
OF COMPANIES - IV, KOLLAM
- 1 DEC 2023

Site Plan showing various structures and boundaries. Key features include:

- Structures:** G+1 STRUCTURE, G+2 STRUCTURE, G+3 STRUCTURE, COMMON PASSAGE.
- Boundaries:** NARIEL DANGA NORTH ROAD, NARIEL DANGA MAIN ROAD.
- Other Features:** Temple, Parking, Footpath, Covered Drain.
- Dimensions:** Various measurements are provided for structures and boundaries.
- Scale:** 1:1000.
- Date:** 10/10/2018.
- Drawn by:** Shree Krishna Enterprises.

Pipale Yadav
Authorised Signatory
SIGNATURE OF DEVELOPER

DATE:30-11-2023



✓

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

- 1 DEC 2023

SPECIMEN FORM FOR TEN FINGER PRINTS

Signature of
Executants /
Presentants



Dipak Yadav

Little	Ring	Middle	Fore	Thumb
LEFT HAND				
Thumb	Fore	Middle	Ring	Little
RIGHT HAND				



Gowri Samrao D.S.

Little	Ring	Middle	Fore	Thumb
LEFT HAND				
Thumb	Fore	Middle	Ring	Little
RIGHT HAND				

PHOTO

Little	Ring	Middle	Fore	Thumb
LEFT HAND				
Thumb	Fore	Middle	Ring	Little
RIGHT HAND				



✓
ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
- 1 DEC 2023

Major Information of the Deed

Deed No :	I-1904-17700/2023	Date of Registration	13/12/2023
Query No / Year	1904-2002837976/2023	Office where deed is registered	
Query Date	20/11/2023 4:21:39 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Dipak Jana 10, K.S. Roy Road, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 6296030799, 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 : 95,28,528/-]		
Set Forth value	Market Value		
	Rs. 6,60,45,410/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 95,390/- (Article:E, E, B, M(a), M(b), I)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Narikeldanga, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Satin Sen Sarani, Road Zone : (Canal East Rd (Ward-14) -- Rail Bridge (Ward-14)) , , Premises No: 236/1, , Ward No: 029
Pin Code : 700054

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	10 Katha 3 Chatak 23 Sq Ft		6,60,45,410/-	Property is on Road
Grand Total :				16.8621Dec	0/-	660,45,410 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Gouri Sankar Das Son of Late Girish Chandra Das 236/1, Satin Sen Sarani, City:- , P.O:- Kankurgachi, P.S:-Narikeldanga, District:- South 24-Parganas, West Bengal, India, PIN:- 700054 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: adxxxxxx7], Aadhaar No: 74xxxxxxxx0556, Status :Individual, Executed by: Self, Date of Execution: 30/11/2023 , Admitted by: Self, Date of Admission: 01/12/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 30/11/2023 , Admitted by: Self, Date of Admission: 01/12/2023 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Shree Krishna Enterprise 78, Bentinck Street, City:- , P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: aexxxxxx3f,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Dipak Yaduka (Presentant) Son of Mr Basudeo Prasad Yaduka P 44, C I T Road, Scheme VIM, City:- , P.O:- Phoolbagan, P.S:-Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN:- 700054, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: aaxxxxxx3b, Aadhaar No: 79xxxxxxxx8245 Status : Representative, Representative of : Shree Krishna Enterprise (as Authorised Signatory)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Shubham Prasad Son of Sohan Prasad 14/1/1, R C N Lane, City:- , P.O:- Ghosuri, P.S:-Malipanchghara, District:-Howrah, West Bengal, India, PIN:- 711107			
Identifier Of Mr Gouri Sankar Das, Mr Dipak Yaduka			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Gouri Sankar Das	Shree Krishna Enterprise-16.8621 Dec

Endorsement For Deed Number : I - 190417700 / 2023

On 01-12-2023

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

Presented for registration at 17:00 hrs on 01-12-2023, at the Private residence by Mr Dipak Yaduka ,

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 6,60,45,410/-

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

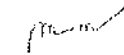
Execution is admitted on 01/12/2023 by Mr Gouri Sankar Das, Son of Late Girish Chandra Das, 236/1, Satin Sen Sarani, P.O: Kankurgachi, Thana: Narikeldanga, , South 24-Parganas, WEST BENGAL, India, PIN - 700054, by caste Hindu, by Profession Business

Indetified by Mr Shubham Prasad, , , Son of Sohan Prasad, 14/1/1, R C N Lane, P.O: Ghusuri, Thana: Malipanchghara, , Howrah, WEST BENGAL, India, PIN - 711107, by caste Hindu, by profession Advocate

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

Execution is admitted on 01-12-2023 by Mr Dipak Yaduka, Authorised Signatory, Shree Krishna Enterprise, 78, Bentinck Street, City:- , P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001

Indetified by Mr Shubham Prasad, , , Son of Sohan Prasad, 14/1/1, R C N Lane, P.O: Ghusuri, Thana: Malipanchghara, , Howrah, WEST BENGAL, India, PIN - 711107, by caste Hindu, by profession Advocate



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

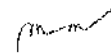
On 04-12-2023

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 95,390.00/- (B = Rs 95,285.00/- ,E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by by online = Rs 21/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 30/11/2023 4:46PM with Govt. Ref. No: 192023240301724138 on 30-11-2023, Amount Rs: 21/-, Bank: SBI EPay (SBIEPay), Ref. No. 3024124831222 on 30-11-2023, 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 by online = Rs 70,020/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 30/11/2023 4:46PM with Govt. Ref. No: 192023240301724138 on 30-11-2023, Amount Rs: 70,020/-, Bank: SBI EPay (SBIEPay), Ref. No. 3024124831222 on 30-11-2023, Head of Account 0030-02-103-003-02



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

On 13-12-2023

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 95,390.00/- (B = Rs 95,285.00/- , 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 0.00/-, by online = Rs 95,369/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/12/2023 11:24AM with Govt. Ref. No: 192023240314925438 on 12-12-2023, Amount Rs: 95,369/-, Bank: SBI EPay (SBIPay), Ref. No. 0130445167437 on 12-12-2023, Head of Account 0030-03-104-001-16

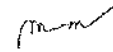
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 1/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 35212, Amount: Rs.5,000.00/-, Date of Purchase: 29/11/2023, Vendor name: M GHOSH

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/12/2023 11:24AM with Govt. Ref. No: 192023240314925438 on 12-12-2023, Amount Rs: 1/-, Bank: SBI EPay (SBIPay), Ref. No. 0130445167437 on 12-12-2023, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2023, Page from 985964 to 986041
being No 190417700 for the year 2023.



[Handwritten signature]

Digitally signed by MOHUL MUKHOPADHYAY
Date: 2023.12.19 15:04:27 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 19/12/2023

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - IV KOLKATA

West Bengal.