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20 JUL 2022

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Astdurga Construction Pvt Lt
AD-169, Sec - I, Salt Lake city
Pin - 700064

ক্র- তা- মূল্য
ক্রেতার নাম ও মাং
স্ট্যাম্প ভেঙার স্থান
বিধান নং-৬, ফলটালক নম্বর (৩৬) অক্ষয় ক
মোট স্ট্যাম্প ক্রয় টা
চালান নং- মোট কত টাকা বরাদ্দ
টেকারী-বারাকপুর, ভেডার-মিতা দল

14 JUL 2022
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1 Nil Kamal Haldar,
80 Niranjan Haldar,
Faridpur Colony,
+Pekatawa, Burdwan,
Pin- 713130.

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
31-AUG 2022



(1) **GENESIS COMPLEX LLP** (having PAN – AAWFG4864C) (2) **AURUM ENCLAVE LLP** (having PAN – ABUFA4612K) (3) **SOLITAIRE COMPLEX LLP** (having PAN – AEKFS1911C) all LLP Partnership Firm within the meaning of the Limited Liability Partnership Act, 2008, all its' registered office at Dwarka Vedmani, AD-169, Salt Lake City, Sector-1, Kolkata – 700 064 all (1) to (3) are represented by a Common Partner namely **MR. SANJAY GUPTA** (having PAN No. **ADRP6327Q** AND **AADHAAR No. 7089 5093 7284**), son of Sri Gopal Prasad Gupta, by Faith-Hindu, by Nationality-Indian, by Occupation-Business, residing at Dwarka Vedmani, AD – 169, Salt Lake City, Sector – 1, Kolkata – 700 064 and all above are hereinafter jointly referred to and called as the "**LAND OWNERS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include all it's Partner's and respective Successor or Successor-In-Office, executors, administrators, representatives and assigns) of the **FIRST PART**;

A N D

ASTDURGA CONSTRUCTION PVT. LTD. (having PAN - AALCA5946M) a Company incorporated under Indian Companies Act, 1956 having its registered office at Dwarka Vedmani, AD-169, Salt Lake City, Sector-1, Kolkata – 700 064 represented by it's Director **MR. SANJAY GUPTA** (having PAN No. **ADRP6327Q**, **AADHAAR No. 7089 5093 7284**), son of Sri Gopal Prasad Gupta, by faith-Hindu, by occupation-Business, by Nationality-Indian, working for gains at Dwarka Vedmani, AD-169, Sector-1, Salt Lake City Post Office-Bidhannagar, Police Station- North Bidhannagar, Pin-700064, hereinafter referred to as the '**DEVELOPER**' (which expression unless excluded by or repugnant to the context be deemed to mean and includes its successor or successors at office, administrators, executors, legal representatives, and assigns) of the **SECOND PART**;

WHEREAS THE OWNERS HAVE REPRESENTED THE DEVELOPER :-

A. By a registered Deed of Conveyance dated 25.05.1988 duly registered at the Office of the A.D.S.R Bidhannagar, and recorded in Book No. 1, Volume No. 85, Pages 257 to 266, Being No. 4190 for the year 1988, Smt. Rupa Ghosh wife of Late Bijoy Kumar Ghosh and Sri Aurobindo Ghosh son of Late Bijoy Krishna Ghosh of village: Sulanguri, both therein referred to as the vendors at the consideration mentioned therein sold, transferred and conveyed a piece or parcel of Shali land measuring about 4 Cottah, 2 Chitacak, 5 Sq.ft. little more or less comprised in part of R.S/L.R. Dag No. 556 under R.S Khatian 406, K.B Khatian No. 409 alongwith common easement, rights in 12' wide common Kuncha passage abutting the said plots of Sali land and all the rights and properties in connection thereto, lying and situated at Mauza: Sulanguri, J.L. No.

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22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, morefully described in the Schedule therein unto and in favour of Mr. Arun Kumar Khirwal son of Late Bal Kishan Khirwal therein called and referred to as the Purchaser free from all sorts of encumbrances whatsoever;

B. Since after the aforesaid purchase by dint of the said registered Deed of Conveyance dated 25.05.1988, Being No. 4190/1988, the said Arun Kumar Khirwal thus became absolute owner of the said Sali Land measuring 4 Cottah, 2 Chitacak, 5 Sq.ft. be the same a little more or less comprised in part of R.S/L.R. Dag No. 556 under R.S Khatian 406, lying and situated at Mouza Sulanguri, Police Station: Rajarhat at present New Town, District: North 24 Parganas, and subsequently the said Arun Kumar Khirwal recorded his name in the land settlement record of West Bengal Government under L.R Khatian No. 1025, in respect of his amongst other plot of land, the aforesaid Sali Land; and the said Arun Kumar Khirwal had been fully seized and possessed thereof and or well and sufficiently entitle to the 'Said Land' as the Rayoti Owner under the State Government without being interrupted by any person whomsoever and or from any corner whatsoever and also free from all sorts of encumbrances whatsoever;

C. By a registered Deed of Conveyance dated 29.04.2015 duly registered at the Office of the A.D.S.R Rajarhat, and recorded in Book No. 1, CD Volume No. 10, Pages 4063 to 4080, Being No. 05207 for the year 2015, the said Sri. Arun Kumar Khirwal therein referred to as the vendor at the consideration mentioned therein sold, transferred and conveyed the said piece or parcel of Shali land measuring 4 Cottah, 2 Chitacak, 5 Sq.ft. little more or less comprised in part of R.S/L.R. Dag No. 556 under L.R. Khatian 1025, alongwith common easement, rights in 12' wide common passage abutting the said plots of Sali land and all the rights and properties in connection thereto, lying and situated at Mauza Sulanguri, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, unto and in favour of Mrs. Tulika Shivangi Upadhyay (Tiwari), wife of Mr. Rahul Krishna Tiwari therein called and referred to as the Purchaser free from all sorts of encumbrances whatsoever;

D. Since after the aforesaid purchase by dint of the said registered Deed of Conveyance dated 25.05.1988, Being No. 05207/2015, the said Tulika Shivangi Upadhyay (Tiwari) thus became absolute owner of the said Sali Land measuring 4 Cottah, 2 Chitacak, 5 Sq.ft. be the same a little more or less comprised in part of R.S/L.R. Dag No. 556 under L.R Khatian No. 1025, lying and situated at Mouza Sulanguri, Police Station: Rajarhat at present New Town, District: North

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24 Parganas, and subsequently said Tulika Shivangi Upadhyay (Tiwari) duly recorded her name in the Land Settlement Record of West Bengal Government under L.R Khatian No. 2442, in respect of her aforesaid Sali Land and became seized and possessed thereof and or well and sufficiently entitle thereto as the Rayoti Owner under the State Government without being interrupted by any person whomsoever and or from any corner whatsoever and also free from all sorts of encumbrances whatsoever;

E. By a Deed of Conveyance dated 30.07.2021 duly registered at the Office of the A.D.S.R Rajarhat, and recorded in Book No. 1, Volume No. 1523-2021, Pages 321925 to 321948, Being No. 07689 for the year 2021, the said Ms. Tulika Shivangi Upadhyay (Tiwari) therein referred to as the vendor at the consideration mentioned therein sold, transferred and conveyed the said piece or parcel of Shali land measuring 4 Cottah, 2 Chitacak, 5 Sq.ft. little more or less comprised in part of R.S/L.R. Dag No. 556 under L.R. Khatian 2442, alongwith common easement, rights in 12' wide common passage abutting the said plot of Sali land and all the rights and properties in connection thereto, lying and situated at Mauza Sulanguri, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, unto and in favour of Genesis Complex LLP the First Party in Sl. No. (1) herein therein called and referred to as the Purchaser free from all sorts of encumbrances whatsoever;

F. Since after the aforesaid purchase by dint of the said registered Deed of Conveyance dated 30.07.2021, Being No. 07689/2021, the said Genesis Complex LLP First Party in Sl. No. (1) herein has thus become absolute owner of the said Sali Land measuring 4 Cottah, 2 Chitacak, 5 Sq.ft. be the same a little more or less comprised in part of R.S/L.R. Dag No. 556 under L.R Khatian No. 2442, lying and situated at Mouza: Sulanguri; Police Station: Rajarhat at present New Town, District: North 24 Parganas, and subsequently the First Party in Sl. No. (1) herein duly recorded it's name in the Land Settlement Record of West Bengal Government under L.R Khatian No. 3223, in respect of it's aforesaid Sali Land and is seized and possessed thereof and or well and sufficiently entitle to the 'Said Land' as the Rayoti Owner under the State Government without being interrupted by any person whomsoever and or from any corner whatsoever and also free from all sorts of encumbrances whatsoever;

G. By a registered Deed of Conveyance dated 25.05.1988 duly registered at the Office of the A.D.S.R Bidhannagar, and recorded in Book No. 1, Volume No. 85, Pages 267 to 280, Being No. 4191 for the year 1988, the said Sri Aurobindo Ghosh son of Late Bijoy Krishna Ghosh therein referred to as the vendor at the consideration mentioned therein sold, transferred and conveyed a piece or parcel of Shali land measuring about 3 Cottah, 14 Chitacak, 15 Sq.ft. little more

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or less comprised in part of C.S. Dag No. 517 corresponding to R.S/L.R. Dag No. 553, under and part of C.S. Khatian No. 74, R.S. Khatian No. 207 being part of R.S. Khatian No. 104, Khanda Khatian No. 217 with all the rights and properties in connection to the said Sali Land, lying and situated at Mauza Sulanguri, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, morefully described in the Schedule therein unto and in favour of Mr. Arun Kumar Khirwal son of Late Bal Kishan Khirwal therein called and referred to as the Purchaser free from all sorts of encumbrances whatsoever;

H. Since after the aforesaid purchase by dint of the said registered Deed of Conveyance dated 25.05.1988, Being No. 4191/1988, the said Arun Kumar Khirwal thus became absolute owner of the said Sali Land measuring 3 Cottah, 14 Chitacak, 15 Sq.ft. be the same a little more or less comprised in part of R.S/L.R. Dag No. 553 under R.S. Khatian No. 207 being part of R.S. Khatian No. 104, Khanda Khatian No. 217, lying and situated at Mouza Sulanguri, Police Station: Rajarhat at present New Town, District: North 24 Parganas, and subsequently the said Arun Kumar Khirwal recorded his name in the land settlement record of West Bengal Government under L.R Khatian No. 1025, in respect of his amongst other plot of land, the aforesaid Sali Land and the said Arun Kumar Khirwal had been fully seized and possessed thereof and or well and sufficiently entitle to the 'Said Land' as the Rayoti Owner under the State Government without being interrupted by any person whomsoever and or from any corner whatsoever and also free from all sorts of encumbrances whatsoever;

I. By a Deed of Conveyance dated 29.04.2015 duly registered at the Office of the A.D.S.R Rajarhat, and recorded in Book No. 1, CD Volume No. 10, Pages 4081 to 4098, Being No. 05208 for the year 2015, the said Sri. Arun Kumar Khirwal therein referred to as the vendor at the consideration mentioned therein sold, transferred and conveyed the said piece or parcel of Shali land measuring 3 Cottah, 14 Chitacak, 15 Sq.ft. little more or less comprised in part of R.S/L.R. Dag No. 553 under L.R. Khatian 1025, and all the rights, properties, benefits, easements, appendages and appurtenance whatsoever in connection to the said plot of Sali land and all the rights and properties in connection thereto, lying and situated at Mauza Sulanguri, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, unto and in favour of Mrs. Anamika Ishani Upadhyay (Tiwari) wife of Major Ashok Tiwari, therein called and referrec to as the Purchaser free from all sorts of encumbrances whatsoever;

J. Since after the aforesaid purchase by dint of the said registered Deed of Conveyance dated 25.05.1988, Being No. 05208/2015, the said Anamika Ishani



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Upadhyay (Tiwari) has thus become absolute owner of the said Sali Land measuring 3 Cottah, 14 Chitacak, 15 Sq.ft. be the same a little more or less comprised in part of R.S/L.R. Dag No. 553 under L.R. Khatian 1025, lying and situated at Mouza Sulanguri, Police Station: Rajarhat at present New Town, District: North 24 Parganas, and subsequently she recorded her name in the Land Settlement Record of West Bengal Government under L.R Khatian No. 2440, in respect of her aforesaid Sali Land and became fully seized and possessed thereof and or well and sufficiently entitle thereto as the Rayoti Owner under the State Government without being interrupted by any person whomsoever and or from any corner whatsoever and also free from all sorts of encumbrances whatsoever;

K. By a Deed of Conveyance dated 30.07.2021 duly registered at the Office of the A.D.S.R Rajarhat, and recorded in Book No. 1, Volume No. 1523-2021, Pages 321901 to 321924, Being No. 07692 for the year 2021, the said Ms. Anamika Ishani Upadhyay (Tiwari) therein referred to as the vendor at the consideration mentioned therein sold, transferred and conveyed the said piece or parcel of Shali land measuring 3 Cottah, 14 Chitacak, 15 Sq.f. little more or less comprised in part of R.S/L.R. Dag No. 553 under L.R. Khatian 2440, and all the rights, properties, benefits, easements, appendages and appurtenance whatsoever in connection to the said plot of Sali Land lying and situated at Mauza Sulanguri, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, unto and in favour of Aurum Enclave LLP the First Party in SL. No. (2) herein therein called and referred to as the Purchaser free from all sorts of encumbrances whatsoever;

L. Since after the aforesaid purchase by dint of the said registered Deed of Conveyance dated 30.07.2021, Being No. 07692/2021, the said Aurum Enclave LLP First Party in SL. No. (2) herein has thus become absolute owner of the said Sali Land measuring 3 Cottah, 14 Chitacak, 15 Sq.ft. little more or less comprised in part of R.S/L.R. Dag No. 553 under L.R. Khatian 2440, lying and situated at Mouza: Sulanguri, Police Station: Rajarhat at present New Town, District: North 24 Parganas, and subsequently the First Party in SL. No. (2) herein duly recorded it's name in the Land Settlement Record of West Bengal Government under L.R Khatian No. 3227, in respect of it's aforesaid Sali Land and is seized and possessed thereof and or well and sufficiently entitle to the 'Said Land' as the Rayoti Owner under the State Government without being interrupted by any person whomsoever and or from any corner whatsoever and also free from all sorts of encumbrances whatsoever;

M. By a Deed of Conveyance dated 05.05.1987 duly registered at the Office of the A.D.S.R Bidhannagar, and recorded in Book No. 1, Volume No. 41, Pages

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21 to 32, Being No. 1979 for the year 1987, the said Sri Aurobindo Ghosh son of Late Bijoy Krishna Ghosh therein referred to as the vendor at the consideration mentioned therein sold, transferred and conveyed a piece or parcel of Shali land measuring about 6 Cottah, little more or less comprised in part of C.S. Dag No. 517 corresponding to R.S/L.R. Dag No. 553, under and part of C.S. Khatian No. 74, R.S. Khatian No. 207 being part of R.S. Khatian No. 104, Khanda Khatian No. 217, and all the rights and properties in connection to the said Sali Land lying and situated at Mauza Sulanguri, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, morefully described in the Schedule therein unto and in favour of Mr. Rajesh Jhunjhunwala son of Sattya Narayan Jhunjhunwala therein called and referred to as the Purchaser free from all sorts of encumbrances whatsoever;

N. Since after the aforesaid purchase by dint of the said registered Deed of Conveyance dated 05.05.1987, Being No. 1979/1987, the said Rajesh Jhunjhunwala thus became absolute owner of the said Sali Land measuring 6 Cottah, be the same a little more or less comprised in part of R.S/L.R. Dag No. 553 under R.S. Khatian No. 207 being part of R.S. Khatian No. 104, Khanda Khatian No. 217, lying and situated at Mouza Sulanguri, Police Station: Rajarhat at present New Town, District: North 24 Parganas, and subsequently the said Rajesh Jhunjhunwala recorded his name in the land settlement record of West Bengal Government under L.R Khatian No. 1024, in respect of his amongst other plot of land, the aforesaid Sali Land and had been fully seized and possessed thereof and or well and sufficiently entitle to the 'Said Land' as the Rayoti Owner under the State Government without being interrupted by any person whomsoever and or from any corner whatever and also free from all sorts of encumbrances whatsoever;

O. By a Deed of Conveyance dated 10.06.2016 duly registered at the Office of the A.D.S.R Rajarhat, and recorded in Book No. 1, CD Volume No. 1523-2016, Pages 198109 to 198131, Being No. 06331 for the year 2016, the said Rajesh Jhunjhunwala therein referred to as the vendor in confirmation made by Sri. Sarvesh Jhunjhunwala son of said Rajesh Jhunjhunwala therein referred to as the Confirming Party at the consideration mentioned therein sold, transferred and conveyed the said piece or parcel of Shali land measuring 6 Cottahs little more or less comprised in part of R.S/L.R. Dag No. 553 under L.R. Khatian 1024, and all the rights, properties, benefits, easements, appendages and appurtenance whatsoever in connection to the said plot of Sali Land lying and situated at Mauza: Sulanguri, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, unto and in favour of Dr. Nilam Upadhyay wife of Sri Gupteswar Nath Upadhyay therein called and referred to as the Purchaser free from all sorts of encumbrances whatsoever;



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P. Since after the aforesaid purchase by dint of the said registered Deed of Conveyance dated 10.06.2016, Being No. 06331/2016, the said Dr. Nilam Upadhyay has thus become absolute owner of the said Sali Land measuring 6 Cottahs, be the same a little more or less comprised in part of R.S/L.R. Dag No. 553 under L.R. Khatian 1024, lying and situated at Mouza Sulanguri, Police Station: Rajarhat at present New Town, District: North 24 Parganas, and subsequently her name was recorded in the land settlement record of West Bengal Government under L.R Khatian No. 2441, in respect of her said Sali Land and ; while in seized and possessed thereof the Said Dr. Nilam Upadhyay died intestate on 17.05.2021 survived by her husband Sri. Gupteshwar Nath Upadhyay, only son Sri Neeraj Upadhyay and aforesaid two married daughters namely Tulika Shivangi Upadhyay and Anamika Ishani Upadhyay all as her only legal successors in respect of all the properties including the aforesaid land measuring 6 Cottahs little more or less comprised in part of R S/L.R. Dag No. 553, at Mouza: Sulanguri, District: North 24 Parganas so left by Said Dr. Nilam Upadhyay since deceased;

Q. By a Deed of Conveyance dated 30.07.2021 duly registered at the Office of the A.D.S.R Rajarhat, and recorded in Book No. 1, Volume No. 1523-2021, Pages 321949 to 321979, Being No. 07693 for the year 2021, the said Sri. Gupteshwar Nath Upadhyay, Sri Neeraj Upadhyay, Tulika Shivangi Upadhyay and Anamika Ishani Upadhyay all therein jointly call and referred to as the vendors at the consideration mentioned therein sold, transferred and conveyed the said piece or parcel of Shali land measuring 6 Cottahs little more or less comprised in part of R.S/L.R. Dag No. 553 under L.R. Khatian 2441, and all the rights, properties, benefits, easements, appendages and appurtenance whatsoever in connection to the said plot of Sali Land lying and situated at Mauza: Sulanguri, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, unto and in favour of Solitaire Complex LLP therein called and referred to as the Purchaser free from all sorts of encumbrances whatsoever;

R. Since after the aforesaid purchase by dint of the said registered Deed of Conveyance dated 30.07.2021, Being No. 07693/2021, the said Solitaire Complex LLP First Party in Sl. No. (3) herein has thus become absolute owner of the said Sali Land measuring 6 Cottah be the same a little more or less comprised in part of R.S/L.R. Dag No. 553 under L.R. Khatian 1024 subsequently recorded under L.R Khatian No. 2441, lying and situated at Mouza: Sulanguri, Police Station: Rajarhat at present New Town, District: North 24 Parganas, and subsequently the First Party in Sl. No. (3) herein duly recorded it's name in the Land Settlement Record of West Bengal Government under L.R Khatian No. 3225, in respect of it's aforesaid Sali Land and is seized and possessed thereof and or well and sufficiently entitle to the 'Said Land' as

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the Rayoti Owner under the State Government without being interrupted by any person whomsoever and or from any corner whatsoever and also free from all sorts of encumbrances whatsoever;

S. Since after the aforesaid purchase by virtue of the respective Deed of Conveyances stated above the First Parties herein have thus become seized and possessed of each of their respective portions of land as aforesaid and which are contiguous and amalgamated in nature total admeasuring a land area about **14 cottahs 20 Sq.ft.**, be the same a little more or less comprised in part of **R.S as well L.R Dag Nos. 556 & 553**, L.R Khatian Nos. 2442, 2440 & 2441, at present severally recorded in the respective names of the First Parties herein comprised under respective **L.R. Khatian Nos. 3223, 3227 & 3225**, lying and situated at Mauza: Sulanguri, Police Station: New Town formerly Rajarhat P.S., under Jyangra-Hatiara Gram Panchyat-II, District: North 24 Parganas morefully and particularly described in the **FIRST SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the '**SAID LAND**/'**SAID DEMISED LAND**' and the First Parties herein are jointly seized and possessed thereof and are well and sufficiently entitled thereto free from all charges, claims, demands, attachments, liens, lispenses, acquisitions, suits, injunctions and free from all sorts of encumbrances of whatsoever nature.

AND WHEREAS the Owners herein have severally converted the nature and character of each of their portion in the land under the First Schedule and obtained the Conversion Orders from Sali to Housing Complex for the purpose of Housing Complex from the B.L. & L.R.O Rajarhat vide respective Order Memo No. CON/2117/BL&LRO/RAJ/21 Dt. 22.12.2021 in Conversion Case No. CN/2021/1507/1962 and Order Memo No. CON/2115/BL&LRO/RAJ/21 Dt. 22.12.2021 in Conversion Case No. CN/2021/1507/1960 and Order Memo No. CON/2116/BL&LRO/RAJ/21 Dt. 22.12.2021 in Conversion Case No. CN/2021/1507/1961 respectively.

AND WHEREAS the Owner/s herein are desirous of development and construction of multi-storied building/s comprised of self-contained modern flats on ownership basis with car parking spaces on their **SAID LAND** under the **FIRST SCHEDULE** by or through a reputed Developer having vast experience and working in the same locality.

AND WHEREAS the Second Party herein is a reputed Developer Company dealing with development and construction of multi-storied buildings and Housing Enclave / Complex for selling of residential self-contained flats with car parking facilities and commercial units to the public intending to purchase so and in urge of the same **ASTDURGA CONSTRUCTION PVT. LTD.** the **DEVELOPER** herein have acquired landed properties some by way of purchase

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and some by way of several joint Ventures Agreement with several Land Owners in the said locality at the same Mouza-Sulanguri beside and surroundings the plots hereunder the First Schedule for development and construction of a Housing Enclave / Complex namely **MEENA MAPLE** comprised of series of buildings such as Block – A, B, C, and onwards comprised self-contained residential flats, car-parking spaces, commercial spaces and others in the locality.

AND WHEREAS having knowledge of the Developer's such intention for development and construction of the aforesaid Housing Complex / Enclave by the Developer in the same locality the owner/s herein have approached the Developer to acquire their said plot of land under the First Schedule hereto within the pool of said Development and Construction of said Housing Complex; and having been approached by the owner/s herein in respect of his/her/their aforesaid proposal and also relying on the above representations made by the Owner/s herein to be true, the Developer hereto has agreed with the Owner/s for acquiring his/her/their Said Land under the First Schedule in the said pool of Development of the Housing Complex/Enclave by way of construction of multi-storied buildings consists with various numbers of self-contained residential flats, car parking spaces, shops and others on the said plot of land under the First Schedule hereto including other adjacent plots of land by amalgamating the plots acquired and or so to be acquired by the Developer herein and as per drawing plan and specifications to be signed by the owner/s and sanctioned by the competent authorities.

AND WHEREAS the owners hereby declare that the land is free from all encumbrances and the Owners have marketable title thereto.

AND WHEREAS the Developer has prior to this agreement made independent investigations about the title of the Owners on the said land and has approved and accepted the same and the Developer or its nominee or nominees or the Purchaser of floors, to be constructed by the Developer and Developer shall not be entitled to raise any objection to the title of the Owners to the said plot of land any further. But the Developer or its nominee or the transferee may inspect with prior notice to the Owners for the owner's deeds, documents, etc. in connection with the said plot of land in possession of the Owners.

Now the parties herein to avoid any litigation in future have agreed to enter into this Agreement which contains the lawful terms and condition herein below :-

AND WHEREAS in this Agreement expression used herein shall unless it be contrary and/or repugnant to the context have the following meanings;

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OF ASSURANCES-IV, KOLKATA

8 AUG 2021

HEADINGS: In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any Clause and shall consequently not affect the construction of this Development Agreement.

"THE OWNERS" shall mean the Persons/Company/Firms namely (1) **GENESIS COMPLEX LLP** (2) **AURUM ENCLAVE LLP** (3) **SOLITAIRE COMPLEX LLP** described as the Parties of the **FIRST PART** hereto holding 100% rights, title and interest of the **"SAID LAND/ AMALGAMATED LAND"** described under "First Schedule" hereto.

"DEVELOPER" Shall mean **ASTDURGA CONSTRUCTION PVT. LTD.** (having PAN-AALCA5946M) a company incorporated under Indian Companies Act, 1956 having it's registered office at AD-169, Salt Lake City, Sector-1, Kolkata - 700 064, dealing with business of Real Estate and Development and Construction of Building or Buildings and selling of flats/units to the public and referred to as the Second Party herein and have been appointed by the First Party herein as their exclusive Authorized Agent for the purpose of Development Work on and upon the 'Said Demised Land' of the First Party described in the First Schedule hereunder.

"SAID LAND" OR "DEMISED LAND" ALL THAT piece and parcel of land total admeasuring an area of **14 Cottahs 20 Sq.ft.**, be the same a little more or less out of which 9 Cottahs 14 Chhitacks 15 Sq.ft. comprised in part of R.S/L.R Dag No. 553, under L.R Khatian Nos. 2440 & 2441 at present recorded under L.R Khatian Nos. 3227 & 3225 and 4 Cottahs 02 Chhitacks 5 Sq.ft. comprised in part of R.S/L.R Dag No. 556 under L.R Khatian No. 2442, at present recorded under L.R Khatian No. 3223, lying and situated at **Mauza: Sulanguri, J.L. No. 22**, Touzi No. 178, Police Station: New Town formerly Rajarhat, under Jyangra-Hatiyara Gram Panchyat-II, District: North 24 Parganas morefully and particularly described in the **FIRST SCHEDULE** hereunder written.

"PROPOSED AMALGAMATED LAND"/"AMALGAMATED PROPERTY" shall mean the 'Said Land' and/or the said property described in the First Schedule hereunder and other surrounding or adjacent land or plots and/or properties already acquired and/or so may be acquired by the Developer and so to be amalgamated and/or adjoined with the Said Land and or Said Property by the Developer at any point of time either before or after fulfilling this contract and for the said purpose the developer shall be entitled to execute all lawful Deeds including Deed of Amalgamation at its sole costs and expenses.

"SAID BUILDING"/"SAID BUILDINGS" shall mean Multi-Storied building or buildings as shall be constructed in finished and habitable condition by the

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Developer confirming to the Sanctioned Plan or Revise Plan in the name of the Owner and to be prepared, submitted only by the Developer and sanctioned by the concerned Municipality on the owner/s "Said Land" described hereunder in the First Schedule AND / OR on the said proposed 'Amalgamated Land' as stated hereinabove.

"SAID PREMISES" shall mean the official identity of the "Said Land" with "Said Building/Buildings" collectively.

"AMALGAMATED PREMISES" shall mean the official identity of the collective from of the said "Amalgamated Land" with one or more Buildings collectively thereon.

"SANCTIONED PLAN" shall mean "Building Plan OR Plans" for Multi-Storied building/s on the "Said Land" OR a composite Plans showing several Multi-Storied buildings on the proposed "Amalgamated Land" and or "Amalgamated Property" as defined above and so to be prepared and submitted by the Developer at its sole discretions and own costs; and so would be sanctioned by the Competent Authorities such as Local Panchayet, Zilla Parisad and / or by other Authority if so concern any And shall also mean any/or all revise plans subsequently prepared by the Developer at its sole discretion without requiring any further consent from the Landowner/s and sanction by the Authorities concerned.

"SAID HOUSING COMPLEX" shall mean a Complex namely 'MEENA MAPLE' consisting of several buildings comprised of residential self-contained flats, garages, shops etc. in several blocks with internal roads or passages with car-ways and of other common facilities so have been already constructed in others Phases of construction on others adjacent landed properties and so to be constructed and erected on the said demised land of Landowner/s herein described in the First Schedule hereunder written and/or on the proposed amalgamated landed property as defined hereinabove.

"LANDOWNERS' ALLOCATION" shall mean that the First Party herein as the Landowners shall be entitle to get 35% (Thirty Five Percent) built up area out of the total constructed areas of the proposed building/s in the manner of several numbers of residential flats & garages distributed proportionately in all floors both on the front and back portions in the proposed buildings so to be constructed by the Developer on the Owner/s Said Demised Land under the First Schedule with proportionate and undivided common shares in all common areas common amenities and common facilities in a complete finished and in habitable conditions together with proportionate and undivided impartable right, title and interest as co-owners on the 'Said Land' described in the First Schedule

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and the said Owners' Allocation morefully and collectively described in Part-I of the Second Schedule hereunder written and shall mean the consideration for the residue all constructed areas (save and except common areas) in all the proposed buildings togetherwith residue undivided impartab'e proportionate share of the entire demised land under the First Schedule collectively allocable to the Developer (hereinafter referred to as the "Developer's Allocations").

"DEVELOPER'S ALLOCATION" Shall mean and include save and except the portions allocable to the Owners and also the common areas, the entire remaining area in the new buildings consists of the residential flats, shops, other commercial spaces and garage/car parking space so to be constructed on and upon the Owner's Land mentioned hereunder the First Schedule alongwith undivided and proportionate share of the ultimate roof and common facilities togetherwith undivided, impartable and proportionate share of ownership in the entire 'Said Land' under the First Schedule collectively allocable to the Developer and described under Part-II of the Second Schedule hereto which shall absolutely belongs to the Developer and or its nominee/s or assignees under the terms and conditions of this Development Agreement.

"BUILT UP AREA" Shall, according to its context, mean the plinth area of an Unit/Flat including the area of stair-case, landing with lifts space on the same floor whereon a flat/unit is situated and also the thickness of the outer walls, internal walls and pillars and also of such outer walls which are common between two Units/Flats adjacent to each others.

"PHASES" with their grammatical variations shall mean the different Phases of Constructions in the said Housing Complex on Blocks-wise within which the Development of the Project Site shall be carried out in terms hereof, providing provisions for extension of Project Site by way of inclusion of adjacent land of the present Owners, or others for the convenient of expanding the volume or area of the complex, however without affecting the terms herein contained.

"TRANSFEREES" shall mean and include all persons to whom any Transferable Areas are transferred or agreed to be so done.

"Units" shall mean and include:-

- a) "Residential Units" meaning the flats for residential use in any building and in any Phase or Block at the Project Site in the First Schedule property;
- b) "Non-Residential Units" meaning office spaces, shops, constructed/covered spaces demarcated parking spaces or the like for use as commercial, assembly, educational, mercantile or any other use other than residential;

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"FORCE MAJURE" Shall mean any natural calamities such as floods, earth quake, riots, severe labour disputes, and restraintion by the Order of any Court of Law, Statutory Authorities and any or all irresistible circumstances beyond the control of the Developer.

"TAX LIABILITIES" The Landowner/s shall liable to pay the arrear dues if so shall be payable to Gram Panchayet, and other statutory tax and outgoings liability till the period of execution of these presents and also the liability of payment of apportioned shares of tax in respect of his/her/their Allocable portions from the date of delivery of the physical possession thereof by the Developer to the Landowner/s.

"COMMON PORTIONS" / "COMMON AREAS" shall mean all the undivided and indivisible finished and unfinished areas, pathways, erections and constructions and installation comprised in the said building and in the said premises for practical use and enjoyment of the Owner/s with the Developer or of its respective nominees specifically and categorically mentioned in the Fourth Schedule hereunder as expressed or intended and or may be provided by the Developer for common use and enjoyment of the Owner herein with future co-owners of the building individually or collectively.

"COMMON EXPENSES" shall mean and include all expenses to be incurred by the Owner/s herein with other future co-owners for the maintenance, management and upkeepment of the building or buildings and the expenses for the common purposes of the co-owners.

"COMMON PURPOSES" shall mean the purpose of managing and maintaining the Building or Buildings in particular the common portions, payments of Rates & Taxes etc. collections and disbursements, Mutation, Formation of Association, common interest relating to their mutual rights and obligations for the purpose of unit/units.

"PROPORTIONATE OR PROPORTIONATELY OR PROPORTIONATE SHARE" shall mean the proportion in which the super built-up area of any single flat would bear to the entire undivided built-up-areas of all the flats collectively for the time being in the building or buildings PROVIDED THAT where it refers to the share of any rates and/or taxes relating to the common purposes and the common expense then such share shall mean the proportions in which the total amount of such taxes rates or expenses as shall be paid equally by the co-owners and such share shall be treated as such rates and/or taxes and common expenses as are being separately levied and the Proportionate Share of the "Said Land"/"Said Demised Land" and/or "Said Amalgamated Land"/ "Amalgamated Property" in a proportion to the measuring area of a single flat or

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unit out of the total measuring area of the entire undivided covered areas of all the flats and the units collectively in the building or buildings constructed comprised in the said property in the "Said Premises" or comprised in the said proposed "Amalgamated Land"/"Amalgamated Property" in the said proposed "Amalgamated Premises".

"SINGULAR" shall include the "PLURAL" and vice-versa.

AND

"MASCULINE" shall include the "FEMININE" and vice-versa.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Owners herein has/have hereby grant an exclusive License to the Developer to enter upon the said land under First Schedule hereto and also hereby permit the Developer herein to construct one or more building or buildings comprised on the "Said Land" OR on the said proposed "Amalgamated Land" according to building plan or plans to be prepared by the Developer at its sole choice, discretion and at the cost of the Developer and according to sanction of the Building plan and/or any revised plan or plans so may be prepared, submitted and obtained only by the developer and sanctioned by the competent authority. It is expressly mentioned hereby that the Developer shall be fully entitled to prepare building plan in connection to the Said Land OR composite buildings plans by adjoining any other adjacent land or properties with the said demised land hereunder the First Schedule and as mentioned hereinabove as "Amalgamated Land" at the sole choice discretion and at the cost of the Developer for which the Owner/s herein declare hereby their free consent and hereby given unfettered exclusive rights to the Developer to the extent of their rights, title and interest in the said proposed Amalgamated Land and the Owner/s also hereby declare that during whole time of preparations of Said Plan or Plans, and obtaining sanction thereto, constructions and completions of the multi-storied building OR buildings and obtaining Completion and or Occupancy Certificate thereof as well as selling of the "Developer's Allocation" the owners shall not interfere in anyhow by any means and shall not be entitled to raise any objection and also shall not be entitled to create any obstructions thereof. It has been clearly agreed by and between the parties hereto that during the time of construction and or after completion of the building if any additions or alterations in constructions deviating from the sanction plan are found then it shall be the bound and duty and responsibility of the Developer to obtain the "Occupancy Certificate" by regularizing such deviations through revise plan at the Developer's own cost and expenses and by paying necessary Fees and or Fine as shall be requisite by the concerned Authority. The owners

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however Neither shall be liable to pay any amount on account of such deviations nor shall be entitle to claim any amount OR any additional constructed areas other than the said "Owners' Allocations" agreed and stated hereinabove and described in Part-II of the Second Schedule hereunder.

2. It is agreed by and between the parties hereto that subject to a perfect marketable title is found and/or made out by the owner/s, the owner/s shall be entitle to get 35% (Thirty Five Percent) total built up area out of the total constructed areas of the proposed building/s in a manner of several numbers of residential flats & garages distributed proportionately in all floors both on the front and back portions in the proposed building/s so to be constructed by the Developer on the Owners' Said Land under the First Schedule and the said 35% (Thirty Five Percent) total built up area out of the total constructed areas of the proposed building/s in the proposed Housing Complex allocable to the owner/s shall be constructed by the Developer morefully and collectively described in Part-I of the Second Schedule hereunder written and as described hereinabove as "Owners' Allocations" in fully complete and in habitable nature togetherwith the facilities of water and electricity connection togetherwith the proportionate undivided interest or share in the Said Land hereunder the First Schedule along with common easement rights of all common areas, common facilities in the proposed building or buildings and at the said Housing Complex. The said "Owners' Allocable Area" described in Part-I of the Second Schedule hereto togetherwith undivided proportionate shares in all common areas described in the Fourth Schedule and togetherwith proportionate share of the said land described hereunder the First Schedule and all the rights, benefits and appurtances in connection to the said owners' allocable portions are collectively for the sake of brevity hereinabove and hereunder referred to as the "Owners' Allocation". It has been also agreed by and between the parties herein that in addition to the said Owners' Allocations the Owner/s shall not be entitled to any additional area and or any cash consideration Provided a marketable title of the entire said land and or each and every part thereof hereunder the First Schedule is found or made out by the First Party.

3. Simultaneously with the execution of these presents the Owner/s herein shall sign, execute and a General Power of Attorney for the purpose of implementation of this agreement and execution of the entire work of development of multi-storied building and also for selling of Developer's Allocation in favour of the Second Party and also of Sanjay Gupta the nominated director of the Developer and all the costs and expenses on account of such registration shall be incurred by the Developer. It is expressly mentioned hereto that the Developer shall be uninterruptedly entitled to exercise the aforesaid General Power of Attorney for selling of the entire constructed portions togetherwith the undivided and impartable share of the said land under the First

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Schedule and or any portions thereof save and except the portions allocable to the Owner/s viz. a. viz. the said "Owners' Allocations" to any intending Purchaser or Purchasers at any price and against such lawful terms and conditions as the Developer shall deem fit and proper and the Owner/s however, in that event shall not be entitled to raise any objections and or to create any obstructions thereof at any point of time whatsoever either before or after delivery of the Owners' Allocations are made by the Developer. It is understood that to facilitate the construction of Development at the Project Site by the Second Party and for obtaining necessary connections and utilities therein or therefor, various acts deeds matters and things not herein specified may be required to be done by the Second Party and for which the Second Party may need the authority of the First Party and various applications and other documents may be required to be signed or made by the First Party relating to which specific provisions may not have been mentioned herein. The First Party hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Second Party to be done in the matter and the First Party shall execute any such additional Power of Attorney and/or authorization as may be reasonably required by the Second Party for the purpose and the First Party also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Second Party. The said power or powers of attorney so to be granted by the First Party/Land Owners to the Second Party/Developers/Builders and/or its nominee/s shall be exercised jointly or severally by the said Attorney Sri Sanjay Gupta and also any of the authorized director of the Second Party herein for the time being in force and shall form a part of this agreement and the said Power or Powers of Attorney shall be fully valid, enforceable and binding on the First Party till the "SAID PROPERTY" and the entire Housing Project is fully and properly developed by the Developers/Builders and that the transfer and/or conveyance of the flats, car parking spaces, shops and others together with undivided proportionate share of the land under the Developer's Allocations are conveyed to the purchasers and Association of Apartment Owners is registered and starts functioning.

4. The Developer shall pay and deposit with the Land Owners a sum of **Rs. 40,00,000/- (Rupees Forty Lakh)** only by and way of interest free Refundable Security Deposit and out of which the Developer have paid and deposited with the Landowner a sum of **Rs. 15,00,000/- (Rupees Fifteen Lakh)** only on execution of this Agreement; And the balance sum of **Rs. 25,00,000/- (Rupees Twenty Five Lakh)** only shall be paid by the Developer within 6 (six) months after the execution of Development Agreement. The said total sum shall be refunded by the Owner to the Developer at the time of delivery of the "Owners' Allocations"; AND on failure to do so, the Developer shall be fully entitled to adjust the said amount from the Owners' Allocable built-up area

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5. After execution of these presents the Developer shall be entitled to enter into the said land for measurement of the land area for the purpose of preparation of Building Plans and also shall be entitled to fix sign board etc. for display of the proposed Housing Project. Subject to availability of the marketable title of the said land hereunder the First Schedule is found and or made out by the owner/s and immediate after the name/s of the owner/s is/are mutated and also the necessary Conversion Certificate is/are obtained as aforesaid by the Owner/s, the developer shall proceed for obtaining sanction of the Building Plan or Plans and immediate after sanction of the building plan or plans by the concerned authorities and after obtaining work order the Developer shall commence the work of construction of the proposed building/s and shall hand over the said "Owners' Allocations" in the proposed building/s within 48 (forty-eight) months with a grace period of further (6) six months from the date of obtaining necessary sanction of the Buildings Plan or Plans.

6. The said owners' allocation in the new proposed building/s shall be delivered by the Developer in a finished and habitable condition free from all encumbrances provided the owner/s has/have made out a perfect and indefeasible marketable title of the entire said land hereunder the First Schedule hereby conferred upon the developer and subject to all the terms, conditions, stipulations, covenants and obligations covered under this agreement and also under the law of land is properly and carefully fulfilled and observed by the owner/s. It is agreed that the costs of obtaining the sanctioned plans, its amendments and modifications as well as entire construction of the building or buildings, architects fees and all other costs which may be incurred towards development are to be borne solely by the developer who shall be liable to pay the Land Taxes payable to B.L. & L.R.O. and also Panchayet taxes and other outgoings w.e.f. the date hereof till the Development work is completed. Any dues on such accounts if found subsequently shall be payable by the owner/s.

7. Other than the said owners' allocable portions under the Part-I of the Second Schedule togetherwith the undivided proportionate share of the said land described under the First Schedule viz. a viz. the Owners' Allocation allocable to the Owner/s, the Developer other than the common areas shall be exclusively entitle to all residue flats, floor parking spaces and other portions etc. with sole and exclusive rights of the said proposed building or all buildings together with undivided and proportionate shares of common areas, common amenities and common facilities alongwith undivided proportionate share of the 'Said Land'. The said residue portions (other than the "Owners' Allocations") of all the flats, floors, shops, parking spaces etc. togetherwith the common rights and undivided share of the 'Said Land' hereunder the First Schedule in the manners stated hereinabove and hereinafter for the sake of brevity referred to as the Developer's Allocations. The Developer at its own choice and discretion shall

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be fully entitle to withhold the said Developer's Allocation and further shall be exclusively entitle to dispose of the said allocation or any portion thereof to any person/persons, firm/firms, company/ companies by way of sale/mortgage/lease against any price and/or Selami at its sole discretion, And out of such sale proceeds, the owner/s however shall not be entitled to any part out of the said Developer's Allocation as well as in the sell-proceeds of the Developer's Allocation and shall have no further claims or demands of whatsoever nature. Reciprocally the Owner/s shall not be liable for any amounts and or loss or damages if any arises or coming out of any dispute between the Developer and the intending purchaser for any flat/floor/ shop/car parking space in the new proposed building or buildings on the Owner/s 'Said Land' as the Developer shall be solely responsible and or liable for any loss, damages, penalty and or suits, actions, claims or demands arising out of Developer's activities in the Said Premises save and except the Owner/s shall be solely responsible and liable for making out perfect and marketable title of the said Land under the First Schedule hereto.

8. The Developer from the date hereof shall be entitle to enter into any or all agreement with any person/persons relating the said land without hampering the owners' interest to obtain the owner's allocations as agreed hereinabove and hereto in the proposed building or buildings on the said land/said property or on the said amalgamated land/amalgamated property. The Developer shall be fully entitle to obtain any earnest money and/or any finance against the Developer's Allocation from any intending buyer/buyers, lessee/lessees and/or mortgagee/mortgagees without hampering the owner/s interest covered under this Agreement.

9. The Developer shall be entitle to appoint Architect for supervising the structural constructions of the foundation, basements, pillars, structures, slabs, concrete, underground/overhead reservoirs, electrical and plumbing fixtures and materials used for constructions, and sewerage, systems etc. and the Developer shall have the right to do so but exclusively at its (Developer) own costs and expenses to look after the same only. However, as agreed upon by both the parties, good quality materials as available in the market will be used for construction of the entire building and the Owner shall not be liable, responsible in any manner whatsoever regarding the construction materials used by the Developer.

10. The Owners from the date hereof shall always extend and offer all possible necessary facilities to Developer for preparing submitting and obtaining sanction plan and also for obtaining permanent connection of water supply, electricity with meter, drainage, sewerage, telephone and similar other installations needed for completion or the proposed multi-storied buildings

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hazards free and in well habitable conditions for all the residents at the cost and expenses of the Developer, and shall sign and execute all such necessary Applications, Declarations, Affidavits and all such documents relating the said premises as and when shall be required and asked by the Developer.

11. For the purpose of the construction of the said new proposed building or buildings the Architect, Engineers, other Technical experts and all work men, shall be appointed by the Developer and it (developer) shall be responsible for marking payment to each and all of them. The land-owners shall have no liability for making any such payment to any one of them either during the construction or after completion of the construction or at any point of time whatsoever.

12. It is agreed that in the event of any damage or injury arising out of any sort of accident due to carelessness of the workmen and others, victimizing such workmen or any other persons whatsoever or causing any harm to any property during the course of construction the developer shall keep the land-owner/s, his/her/their estate and effects safe and harmless and indemnify against all suits, cause, rights and action in respect of the such eventualities.

13. It is agreed that whenever it becomes necessary and asked by the Developer, the owner/s shall sign all the papers and execute documents in connection with obtaining of sanctioned plan or any modification thereof during the course of construction period of the proposed multi-storied building till completion thereof and also in connection to the disposal and sale of any and or all units/portions of the said multi-storied building or buildings if so required and asked by the Developer save and except the owners' allocable portions, by the developer without raising any objection, thereto. It is agreed that immediate after sanction of the Building Plan and prior to commencement of construction work, the Owner/s shall deliver and handover all the Original Deeds of Title as well as all the relevant documents thereof to the Developer for practical purposes of implementation of this agreement and for investigation of Titles by the intending purchasers of the flats, portions in the proposed buildings or by their Advocates time to time. The Developer shall keep and preserve all such relevant Deeds of Title and the documents related thereto unobliterated and upon completion of the development work and after transfer of all the portions under the Developer's Allocations shall handover all such Deeds and Documents to the Owner Association or Committee or Syndicate so shall be formed in the proposed Housing Complex at the said premises or at the amalgamated premises.

14. It is agreed by the land owner/s that in future or during the course of construction, if any defect on the title is found or any suit is lodged against the land owner's in respect of the said landed property mentioned in the first schedule, the developer shall have the liberty to proceed against the same on



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behalf on the land owner/s and all costs and expenses if so incurred by the Developer on and behalf of the Owner/s herein defending or proceeding such suit/disputes and or to make such defects, shall be adjusted by the Developer from the "Owners' Allocations" at the time of delivery of the same to the Owners herein. However the owner/s herein hereby indemnify and further shall cause to make indemnified the developer to keep save and harmless from any or all suits, actions, claims and or demands of whatsoever nature created either by any outsiders OR any person claiming right, title and interest under or through them. However, it is clear that due to any defects in title and or defects in Land Settlement Records in respect of the nature and character of the property and or due to non-fulfillment of all the necessary obligations on the part of the Land-owner/s covered under these presents and also covered under the Law of Land, if this Agreement is not implemented or however not practicable to carried over and as such if this agreement is determined or terminated by either the party herein or by in effect of any Court's Order/s then the Land-owners shall be bound to pay of all the cost and expenses till then incurred by the Developer forthwith the Developer claim to have payment of the same by a written notice and in such event the physical possession of the said property hereunder the First Schedule shall remained with the Developer till such amounts are recovered by the Developer from the Owner/s.

15. Both the parties hereby agreed that the time specified in clause-5 (five), hereinabove for completion and the delivery of the portions allocable to the owner/s is/are subject to force-majeure i.e. if the construction is prevented or interrupted due to any natural calamities such as floods, earth quake, war, riots and/or labour dispute, crisis of materials in the market and for any order made by any Court of Law and or by any Government/Semi-Government/Statutory Authorities/Local Authorities and for any or all irresistible circumstances beyond the control of the Developer, the time specified for such delivery of owners' allocations shall be extended upto a period considerable by such circumstances whereby the Developer is prevented to handover the owners' allocable said portions within the period specified in clause-5 (five) hereinabove. It is expressively mentioned hereby that the Developer unless prevented by the circumstances in the manners stated hereinabove shall within the specified period complete the Owners' allocable portions and shall intimate the Owner/s through Registered Post offering the Owner for taking delivery of Owners' allocable portions within 15 days from the date of such intimation AND in failure or negligence on the part of the Owner/s to take delivery their allocation within said noticed period of 15 days, the Developer after fulfilling its obligation in a manner as stated herein shall not be liable for breach of this contract, nevertheless shall be responsible and or liable to pay any amount on account of damages, penalty and or means-profit whatsoever and further shall be entitle to continue with exercising of its absolute rights and authority to dispose of the



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developers allocations by handing over the possession of the unit/units out of the developer's allocations to the intending purchaser and or the purchasers or lessee, lessees with fully entitle to prepare execute and register any conveyance or conveyances and or any kind of lawful Deed of Transfer in favour of any purchaser or purchasers in respect of and to the extent of the Developer's allocation in the Said Premises and in the said proposed amalgamated premises and the owner/s herein shall not be entitled to raise any objections or create any obstructions by any means in any manners whatsoever. Be it ment oned hereto that since the said General Power of attorney so to be executed by the Landowners is in relation to this Development agreement, the same shall be read and interpreted analogously considering both the documents a single document and transaction for its legal interpretation.

16. Both the parties agree that the terms and conditions contained in this Agreement and in the Schedules annexed therewith have been agreed amongst the parties herein in the most cordial and friendly manners. If any complications arises beyond the agreed terms and conditions incorporation in the Agreement and/or in proper implementation thereof both the parties shall endeavor to sort it out at bi-parties level. The owners hereby declare and assure the Developer not to restrain the later in continuing its entire activities of construction and selling of Developer's allocation at any point of time either during the whole period of constructions, its completion and selling of its allocable AND/OR after the obligations of the Developer towards the owner/s agreed hereby are fulfilled by the Developer in the manners as stated in Clause-5 (five) and Clause 15 (Fifteen) hereinabove.

17. The Landowner/s hereby agree and covenants with the Developer to pay proportionate Panchayet, rates, taxes, the Rent or Khajna payable to the Collectorate North 24 Parganas and all other outgoings including service-tax, vat and others as applicable and payable time to time under statu and laws for the time being in force and also the monthly common maintenance charges in respect of the Land Owners' Allocable Portions on and from the date of delivery of the possession of the Land Owners' Allocation to the Landowner/s by the Developer so as the Developer and or its nominee/s and or assignee/s also shall cause to pay the same to the extent of the Developer's Allocations.

18. The Landowner/s shall cause to be joined such person or persons as Vendor/s and or Confirming Parties as may be required in law and also by the Developer in the Agreements and/or sale deeds that may be executed for sale and transfer of the Developer's Allocation in favour of the intending purchasers.

19. Upon the Developer constructing and delivering possession to the Landowner/s of his/her/their allocation, the Landowner/s shall hold the same

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terms and conditions and restrictions as regard the user and maintenance of the buildings as the other flats purchasers of the buildings.

20. The Landowners' Allocation in the new building or buildings at the said premises shall be subject to the same restriction on transfer and use as are applicable to the Developer's Allocation in the new buildings intended for the common benefits of all occupiers of the new building or buildings which shall include the following: -

21. The Landowner/s shall not use or permit to use the Landowners' Allocation/ Developer's Allocation in the new building or buildings or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof or for any purpose which may cause any nuisance or hazards to the other occupiers of the new building or buildings.

22. Landowner/s shall not demolish or permit demolition of any wall or other structure in their respective allocations or any portion thereof or made any structural alteration therein without the previous consent and/or permission from appropriate authorities.

23. THE LANDOWNERS FIRST PARTY DOTH HEREBY COVENANT WITH THE DEVELOPER SECOND PARTY:

i) That each and every representation made by the First Party/Land Owner/s hereinabove are all true and correct and agrees and covenants to perform each and every representation and the failure in such performance or detection of any representation as false (partially or wholly) or incorrect or misleading shall amount to breach and default of the terms and conditions of this agreement by the First Party/Land Owner/s.

ii) That with effect from the date of execution hereof, the First Party/Land Owners shall neither deal with, transfer, let out or create any Encumbrance in respect of the Subject Property or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.

iii) That The First Party/Land Owners shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Second Party/Developer/Builder.

iv) That the First Party shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and not do or permit any act or omission contrary to the terms and conditions of this agreement in any manner.

Continue.....



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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOI KATA

1 AUG 2022

v) That the First Party/Land Owners shall not cause any interference or hindrance in the sanction/modification/alteration of Sanction Plans in terms hereof, construction and development at the Project Site by the Second Party and/or Transfer of the Second Party's Allocation and not to do any act deed or thing whereby any right of the Second Party hereunder may be affected nor make any claim whatsoever in any other part or portion of the Project Site except the First Party's Allocation.

vi) That for all or any of the purposes contained in this agreement, the First Party shall render all assistance and co-operation to the Second Party and sign execute, submit and deliver at the costs and expenses of the Second Party all plans, specifications, undertakings, declarations, no objections, disclaimers, releases, papers, documents, powers and authorities as may be lawfully or reasonably required by the Second Party from time to time.

vii) That It is bi-laterally agreed in between the parties hereto that the First Party/Land-Owners shall bear proportionate costs or charges for installation of electrical transformer within the project for the reasons of consumption of electricity within the allocated areas of the First Party/Land Owners.

viii) That The Second Party doth hereby agree and covenant with the First Party not to do any act deed or thing whereby any right or obligation of the First Party hereunder may be affected or the First Party is prevented from making or proceeding with the compliance of the obligations of the First Party hereunder.

24. The parties shall abide by all Laws, Bye-Laws, Rules and Regulations of the Government, Local Bodies statutory authorities as the case may be and each of the parties herein 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 if made by each of them.

25. The respective allottees shall keep the interior and external walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the new building or buildings in good working condition and repair and in particular so as not to cause any damage to the new building or buildings or any other space or accommodation therein and shall keep other occupiers of the building indemnified from and against the consequences of any breach.

26. The parties hereto shall not do or cause or permit to be done any act or thing which may render void and violable any in insurance of the new building or buildings or any part thereof and shall keep the Developer and other occupiers



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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

5 AUG 2022

of the said building/s harmless and indemnified from and against the consequence of any breach.

27. No combustible goods or other items/materials shall be kept by the Landowner/s or by the Developer for display or otherwise in the corridors or other places of the common use in the new building or buildings and no hindrance shall be caused in any manner in the free movement in the corridors and other places of common use in the new building or buildings and in case any such hindrance is caused by the Developer or the Landowner/s and/or their respective nominees/assignees, as the case may be shall entitled to remove the same at the risk and cost of each of them.

28. Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the new Building or Buildings or in the compounds corridors or any other portion or portions of the new Building or buildings.

29. The landowner/s shall permit the Developer and its servants and agents with or without workmen and others at all reasonable times, to enter into and upon the owners' allocation and every part thereof for the purpose of maintenance or repairing any part of the new building and/or for the purpose of repairing maintaining re-building cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down maintaining repairing and testing drains, gas and water pipes and electric wires and for new similar purposes.

30. On or before taking delivery of the "Owners' Allocations" the Land Owner/s shall cause to pay and deposits to the Developer the necessary mandatory charges as hereunder:-

- A. (i) Proportionate cost of Installation of main meter or Transformer / Electrical equipments costs, deposits and others.
(ii) Power Backup Charges.
(iii) Club membership charge.
- B. (i) Pay and Deposit in advance 6 months of monthly common maintenance charges.
(ii) Pay and Deposit a sum of Rs. 10,000/- as a Security Deposit towards temporary consumption of electricity for his/her/their Owners' Allocation from the Main Service connection.
(iii) The actual amount of Security Deposit charged by the WBSEDCL Authority is payable by the Land Owner in respect of individual meter for the Owner's Allocable Portions.



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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

31-AUG 2022

31. IT IS FURTHER agreed and understood between the parties hereto as follows:-

i) The Landowner/s and the Developer have entered into this agreement purely for construction and delivery of Owners' Allocable portions by the Developer to the Landowners as well as selling of residuary areas as Developer's Allocable portion by the Developer and nothing contained herein shall be deemed to construe as partnership between the Developer and the Landowners in any manner nor it shall be construed that the parties hereto constitute as an association of persons in any manner whatsoever since it is a contract made by and between the parties herein for the subject and objects contained hereto and hereunto.

ii) The "Landowners' Allocation" shall be handed over with peaceful possession after compliance with all the obligations on the part of the Developer i.e. immediately on completion of the internal finishing works of all the Landowners' allocable portions in each of all the respective buildings subject to due compliance of all the obligations on the part of the Landowner/s under the terms and conditions of this Agreement and under the Law Of Land and also under all prevailing laws for the time being in force; and it is clearly understood by and between the parties hereto that during taking delivery of their allocable portions in each of the Buildings the Landowner/s shall not raise any objection and or create any obstruction if some common portions and common facilities are not completed during such materials time of delivery of possession in each of the respective Buildings and even in such event the Developer shall be in obligation to subsequently finish and complete all such unfinished common portions and common facilities intended and require to be made by the Developer and as specified in third schedule hereunder written.

iii) In the event the Landowner/s is/are entitled to any liquidated damages in terms of the said Clause-5 (five) stated hereinabove the said liquidated damages shall be paid by the Developer at the time of delivery of Owners' Allocations.

iv) The Landowner/s shall not be held responsible for any omission and/or commission of any act by the Developer or any of their misrepresentation and/or dispute with the intending purchaser of the Developer's Allocation and/or any part thereof.

v) It is well agreed and understood between the parties hereto that in the event of failure on the part of the Developer to complete the entire project within the stipulated time as agreed upon by virtue of these presents subject to relaxations and provisions made in Clause-5 above (the time is the essence of

Continue.....



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

5.1.AUG 2022

the contract), the Landowner/s shall be entitled to terminate this Agreement and re-possess the said premises.

32. That during subsistence of this Agreement unfortunately if the Owner herein expire then all of his/her legal successors and or beneficiaries either by way of intestate succession or by testimony thereof should be substituted in place of such demised owner and shall be obliged and bound to carry out this Agreement under the same terms, conditions, covenants and obligations.

33. However, if any disputes or differences arises between the parties implementing this agreement or facing true interpretation to the terms herein, the same shall be referred to an Advocate or Arbitrator chosen by the parties hereto or such separate one or two Advocates or Arbitrators selected by each of the party with the right to appoint umpire, whose decision and award as envisaged in Indian Arbitration And Conciliation 1996 as Amendment Act 2015 and also all its modifications for the time being in force shall be final and binding on both the parties.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(The "Said Land" / "Demised Land" Owned by the First Parties Herein)

ALL THAT SAID LAND total admeasuring a net land area about **14 Cottahs 20 Sq.ft.**, be the same a little more or less out of which **4 Cottahs 02 Chhitacks 5 Sq.ft.** comprised in part of **R.S/L.R Dag No. 556** under **L.R Khatian No. 2442**, at present recorded under **L.R Khatian No. 3223** and **9 Cottahs 14 Chhitacks 15 Sq.ft.** comprised in part of **R.S/L.R Dag No. 553**, under **L.R Khatian Nos. 2440 & 2441** at present severally recorded under respective **L.R Khatian Nos. 3227 & 3225** togetherwith rights of ingress and egress through common passages abutting the "Said Land" and all the rights, properties, benefits, easements and appurtenances in connection thereto, lying and sitates at **Mouza: Sulanguri, J.L. No. 22, Touji No.178, Police Station: New Town** formerly **Rajarhat P.S.**, under **Jyangra-Hatiara Gram Panchayet-II**, within the ambit of **B.L. & L.R.O. Rajarhat**, Sub-Registry Office: **Addl. Dist. Sub-Registrar Rajarhat, New Town**, District: **North 24 Parganas**. The Said Land butted and bounded by:

ON THE NORTH : By part of **R.S/L.R Dag Nos. 553 & 556;**

ON THE SOUTH : By part of **R.S/L.R Dag Nos. 553 & 556;**

ON THE EAST : By **12' feet wide kuncha common passage & partly R.S/L.R Dag No. 556;**

ON THE WEST : By **Mouza - Hatiara;**

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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

5. 1. AUG 2021

THE SECOND SCHEDULE (PART-I) ABOVE REFERRED TO:

(The Owners Allocations)

ALL THAT 35% (thirty five percent) share of the said built-up areas out of the total constructed areas calculated and as defined hereinabove in any portion at the suitable choice and discretion of the Developer in the said proposed building including of proportionate and undivided shares in all common areas and common amenities in the Said Premises described in the Fourth Schedule and constructed and finished as per specifications under the Third Schedule togetherwith undivided proportionate shares of the Said Land described in the First Schedule hereinabove.

(Developer's Allocation)

(Part – II)

ALL THAT Constructed Areas save and except the portions allocable to the owner and also the common areas, the entire remaining area in the new buildings equivalent to 65% (Sixty Five Percent) super built-up areas of the proposed buildings consists of the residential flats, commercial spaces and garage/car parking space so to be constructed on and upon the Owner's Land written in the First Schedule hereinabove along with undivided and proportionate share of the common facilities which shall absolutely belongs to the Developer and/or its nominee/s or assignees under the terms and conditions of this Development Agreement.

THE THIRD SCHEDULE ABOVE REFERRED TO:

SPECIFICATION

1. DOOR & WINDOW:

All doorframes (size 4"x 2 ½") would be made of Sal/Hard wood, coors shutter would be flush doors made of commercial ply (Brahmaputra ply or similar brand), all doors thickness 32 mm fitted with cylindrical locks. Main door would be fitted with Godrej night latch lock. All windows would be made of natural colour aluminium sliding (two tracks) transparent plain white glass without any grill. All doors would be painted with white enamel paint (Berger Co., ICI or similar brand).

2. FLOORING:

All Bed Rooms, Dinning-cum-Living, and would be finished with Ivory Vitrified tiles (24" X 24") flooring and 4" skirting. Bath-room, Kitchen & Balcony would be finished with Ivory Ceramic tiles (12" X 12") flooring. The walls of the Toilets/Bathrooms would finish with white glazed tiles in 60" height. Roof would be finished with roof tiles.

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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

5 AUG 2022

3. SANITARY & PLUMBING:

Standard Toilet would be provided with C.P. Shower, one EWC white commode (Parryware or other similar brand) with P.V.C. cistern (Reliance Cc.). All taps & C.P. fittings of Essco or similar brand (base model). There would be concealed line and geyser line in bathrooms. There would be one basin in common toilet (18"x12") Parryware or other similar brand) in each flat.

4. KITCHEN:

Black Granite counter top, Stainless steel sink (17" x 20"), glazed wall tiles up to 2 ft above black granite counter.

5. ELECTRICAL WORKS:

a. Concealed wiring in all flats (Copper electrical wire, Rajdhani or J.J.)

b. Each flat will be provided with the following electrical points:

(All switches modular type, Mylinec of legrand or other similar brand)

- | | | |
|------|-----------------|---|
| i) | Bed room (each) | 2 Light points
1 Fan point
1 Plug point (5 Amp.) |
| ii) | Dining/Drawing | 2 Light points
1 Fan points
1 Plug points (15 Amp.)
1 TV Power point
1 Cable Point without Wire
1 phone Point without Wire |
| iii) | Kitchen | 1 Light point
1 Exhaust Fan Point
1 Plug point (15 Amp.) |
| iv) | Toilet | 1 Light point
1 Exhaust Fan Point
1 Plug point (15 Amp.) for Geyser |
| v) | Verandah | 1 Light point |
| vi) | Entrance | 1 Door Bell point |

6. **WATER** : Overhead water tank is to be constructed for supply of water (24 hours).

7. **PAINTING** : Plaster of Paris inside walls.

8. **OUTSIDE PAINTING** : Snowcem 2 coats painting.

9. **RAILING OF STAIR CASE** : Railing of iron.

10. **STAIR CASE PAINTING** : Plaster of Paris.

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ADDITIONAL REGISTRAR
OF ASSURANCES IN KOLKATA

31-AUG 2023

11. LIFT : One MCD (Manual Collapsible Door) lift in each Block.

THE FOURTH SCHEDULE REFERRED TO :

1. Staircase of all the floors of the said multi-storied building.
2. Common landings with lift, Common passage including main entrance leading to the ground floor.
3. Water tank, overhead tank and water supply line from Deep Tube-well with 440 volts Motor and Water pump.
4. Common toilet on the ground floor.
5. Common Caretaker's room.
6. Meter space.
7. External electrical installations switch boards and all electrical wiring and other electrical fittings installed in the said building.
8. Drainages, sewerage, septic tank and all pipes and other installations for the same.
9. Boundary walls and Main gate.
10. Such other common parts areas equipments installations fittings fixtures and common and common passages as shall be provided by the Developer at its sole discretion and as shall be available in future in or about the said land and the said building and or in amalgamated land and buildings as are necessary for passage and/or use of the unit in common by the co-owners with the Developer and/or its respective nominees appertaining to proportionate cost in terms of sq.ft. It is expressly mentioned hereby that the Developer shall be exclusively entitle to provide the common passages at its sole choice and desecration leading from Main Road through another adjacent properties to the said property hereunder the First Schedule and reaching to others property surrounding and adjacent herewith and amalgamated with each others in future by the developer for the free ingress and egress of the prospective buyers/residents of proposed buildings in this premises and or in the said amalgamated premises.
11. Other areas and installations and/or equipments if so provided by the Developer in the Building and/or the Premises, at extra cost, for common use and enjoyment such as CC TV, EPABX, Intercom, Cable TV connection, Internet

Continue.....



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ADDITIONAL REGISTRAR
OF ASSURANCES-IV KOLKATA

5.1.AUG 2022

Connection, Telephone lines, Gas lines etc. and other common amenities and facilities for common uses.

COMMON EXPENSES:

1. All expenses for the maintenance, operating replacing repairing renovating and repainting of the common portions and areas in the building including the outer walls and boundary walls of the building.
2. All the expenses for running and operating all machinery equipments and installations comprised in the common portion including the cost of repairing, replacing and renovating the same.
3. Costs and charges of establishment for maintenance of the said building.
4. Costs and insurance premium for insuring the building and/or the common portion.
5. All charges and deposits for supply of common utilities to all the co-owners in common.
6. Municipal tax, water tax and other rates in respect of the premises and building (save and except those separately assessed in respect of any unit of the purchaser).
7. Cost of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
8. Electricity charges for the electrical energy consumed for the operation of the equipment and installation of the common service and lighting the common portions including system lose for providing electricity to each unit.
9. All litigations expenses incurred for the common purpose and relating to the common use and enjoyment of the common portion and for all common affairs.
10. All other expenses as shall be required in future for running of proper and smooth administration of the Building or Buildings and the upkeepment of the same.

Continue.....



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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

5.8.AUG 2020

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

SIGNED, SEALED AND DELIVERED
By the LANDOWNERS/FIRST PARTY
at Kolkata In the presence of:-

1. Nilkamal Haldar
S/o Niranjan Haldar.
Faridpur Colony.
P.O.+B.S. - Katwa, Burdwan.
Pin- 713130.
2. S. Ray
10 B.S. Street
C.D. 700001

Genesis Complex LLP

Partner

Aurum Enclave LLP

Partner

Solitaire Complex LLP

Partner

LANDOWNERS

SIGNED, SEALED AND DELIVERED
By the DEVELOPER/SECOND PARTY
at Kolkata In the presence of:-

1. Nilkamal Haldar.
2. S. Ray

ASTDURGA CONSTRUCTION PVT. LTD.

Director

DEVELOPER

Drafted by: as per
declaration in document
by the parties.
K. C. Kanmoker
Advocate
High Court, Calcutta
WB/867/183.

THE MOTOR VEHICLES ACT

1930



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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

1-AUG 2022

Received from the Developers/Builders a sum of Rs. 15,00,000/- (Rupees Fifteen Lakh) only out of total refundable Security Deposit amount of Rs. 40,00,000/- (Rupees Forty Lakh) only as per Memo written hereunder.

MEMO OF REFUNDABLE SECURITY DEPOSITE:

a)	By Cheque No. 008006, dated 01.08.2022, drawn on HDFC Bank Ltd., Salt Lake Branch, in favour of Genesis Complex LLP.	Rs. 5,00,000/-
b)	By Cheque No. 008005, dated 01.08.2022, drawn on HDFC Bank Ltd., Salt Lake Branch, in favour of Aurum Enclave LLP.	Rs. 5,00,000/-
c)	By Cheque No. 008007, dated 01.08.2022, drawn on HDFC Bank Ltd., Salt Lake Branch, in favour of Solitaire Complex LLP.	Rs. 5,00,000/-
GRAND TOTAL		Rs. 15,00,000/-

(Rupees Fifteen Lakh) only.

SIGNED, SEALED AND DELIVERED
By the FIRST PARTY at Kolkata
In the presence of:-

1. Nil (Kamal Halder).

2. S. Roy



Genesis Complex LLP
Partner
Aurum Enclave LLP
Partner
Solitaire Complex LLP
Partner

SIGNATURE OF THE LAND OWNER
(FIRST PART)

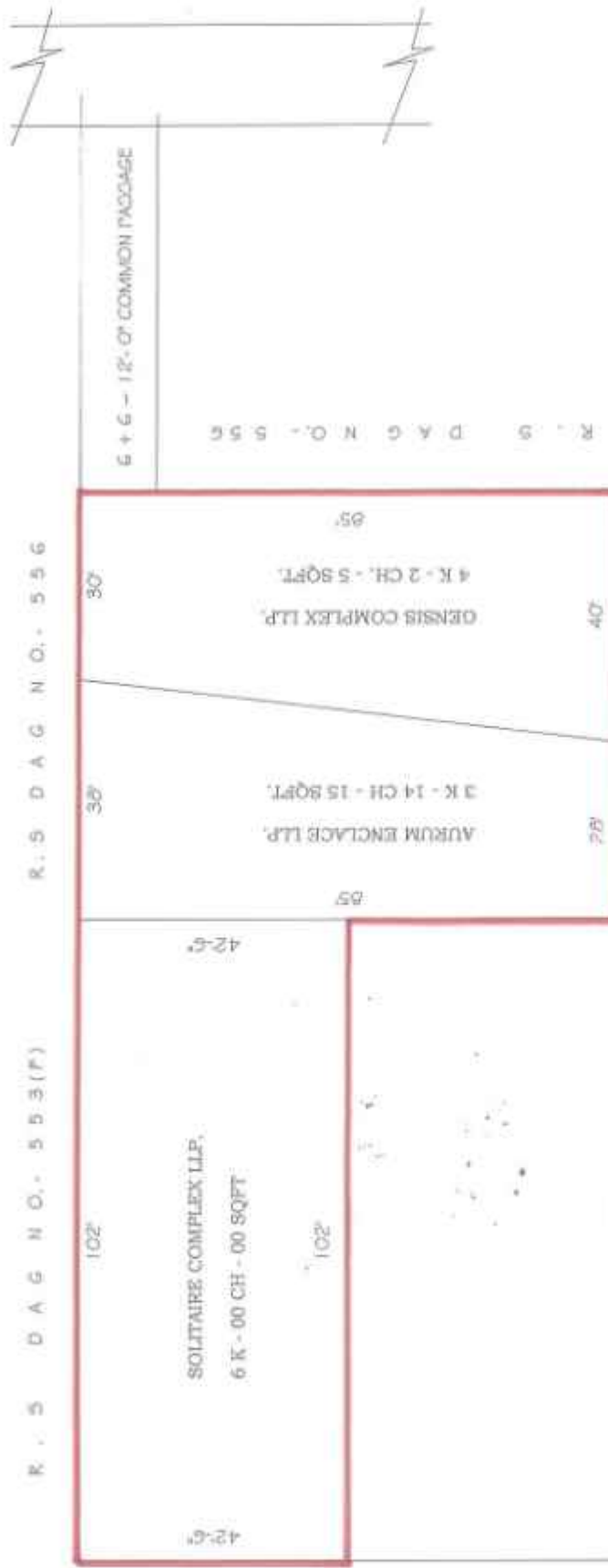
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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

51-AUG 2022

SITE PLAN OF R.S. & L.R. DAG NO. - 553 & 556, L.R. KHATIAN NO. 3223, 3227 & 3225, AT MOUZA - SULANGURI, J.L. NO. - 22, TOUZI NO. 178, IN P.S. NEW TOWN, DIST. - 24 PARGANAS (N), WITHIN THE LOCAL LIMIT OF JYANGRA HATIARA 2 NO. GRAM PANCHAYET.



R. S D A G N O. - 5 5 6

R. S D A G N O. - 5 5 3 (F)

R. S D A G N O. - 5 5 6

R. S D A G N O. - 5 5 3 (F)

Genesis Complex LLP

DEVELOPER	ASTDURGA CONSTRUCTION PVT. LTD.	ASTDURGA CONSTRUCTION PVT. LTD.	
NAME OF LANDOWNERS	1. GENSIUS COMPLEX LLP 2. AURUM ENCLAVE LLP. 3. SOLITAIRE COMPLEX LLP.	Solitaire Complex LLP Partner	Genesis Complex LLP Partner
AREA	14 K - 00 CH. - 20 SFT.	Aurum Enclave LLP Partner	Director
		DEVELOPER	



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THE COMPANIES ACT















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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

21 AUG 2022



SPECIMEN FORM FOR TEN FINGER PRINTS

Signature of the Executants/Presentants	LEFT HAND				
	Little	Ring	Middle	Fore	Thumb
					
	RIGHT HAND				
	Thumb	Fore	Middle	Ring	Little
					
	LEFT HAND				
	Little	Ring	Middle	Fore	Thumb
	RIGHT HAND				
	Thumb	Fore	Middle	Ring	Little
					
	LEFT HAND				
	Little	Ring	Middle	Fore	Thumb
	RIGHT HAND				
	Thumb	Fore	Middle	Ring	Little



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
1 AUG 2022



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

GRN Details

GRN: 192022230086068221 Payment Mode: Online Payment
GRN Date: 29/07/2022 14:26:58 Bank/Gateway: HDFC Bank
BRN : 1857645044 BRN Date: 29/07/2022 14:28:27
Payment Status: Successful Payment Ref. No: 2002239328/6/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: Astdurga Construction Pvt Ltd
Address: AD-169, SEC-1, Salt Lake Kol-64
Mobile: 9331018602
Depositor Status: Others
Query No: 2002239328
Applicant's Name: Mr Sanjay Gupta
Identification No: 2002239328/6/2022
Remarks: Sale, Development Agreement or Construction agreement Payment No 6

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002239328/6/2022	Property Registration- Stamp duty	0030-02-103-005-02	9521
2	2002239328/6/2022	Property Registration- Registration Fees	0030-03-104-001-16	15021
			Total	24542

IN WORDS: TWENTY FOUR THOUSAND FIVE HUNDRED FORTY TWO ONLY.






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 19042002239328/2022

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

SI No.	Name of the Executant	Category	Photo	Finger Print 8025	Signature with date
1	Mr SANJAY GUPTA Dwarka Vedmani, AD-169, Sector-I, Salt Lake City, City:-, P.O:- Bidhannagar, P.S:-North Bidhannagar, District:- North 24-Parganas, West Bengal, India, PIN:- 700064	Representative of Developer [ASTDURGA CONSTRUCTION PRIVATE LIMITED] [GENESIS COMPLEX LLP] [AURUM ENCLAVE LLP] [SOLITAIRE COMPLEX LLP]			 01/08/2022

Sl No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr NILKAMAL HALDER Son of Mr Niranjana Halder Faridpur Colony Road, City:- , P.O:- Katwa, P.S:-Katwa, District:-Purba Bardhaman, West Bengal, India, PIN:- 713130	Mr SANJAY GUPTA		8027 	<i>Nilkamal Halder</i> 01/08/2022

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

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Major Information of the Deed

Deed No :	I-1904-12457/2022	Date of Registration	04/08/2022
Query No / Year	1904-2002239328/2022	Office where deed is registered	
Query Date	22/07/2022 5:48:10 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Sanjay Gupta AD-169, Salt Lake City, Sector-I, Thana : North Bidhannagar, District : North 24-Parganas, WEST BENGAL, PIN - 700064, Mobile No. : 9932023029, Status :Buyer/Claimant		
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 : 15,00,000/-]		
Set Forth value	Market Value		
	Rs. 93,74,062/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,021/- (Article:48(g))	Rs. 15,105/- (Article:E, E, B, M(a), M(b), I)		
Remarks			

Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: JANGRAHATIARA-II, Mouza: Sulanguri, JI No: 22, Pin Code : 700162

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-556 (RS :-)	LR-3223	Bastu	Shali	4 Katha 2 Chatak 5 Sq Ft		27,61,172/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
L2	LR-553 (RS :-)	LR-3227	Bastu	Shali	9 Katha 14 Chatak 15 Sq Ft		66,12,890/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
		TOTAL :			23.1458Dec	0 /-	93,74,062 /-	
		Grand Total :			23.1458Dec	0 /-	93,74,062 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	GENESIS COMPLEX LLP Dwarka Vedmani, AD-169, Sector-I, Salt Lake City, City:- , P.O:- Bidhannagar, P.S:-North Bidhannagar, District:- North 24-Parganas, West Bengal, India, PIN:- 700064 , PAN No.:: AAxxxxx4C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

2	AURUM ENCLAVE LLP Dwarka Vedmani, AD-169, Sector-I, Salt Lake City, City:- , P.O:- Bidhannagar, P.S:-North Bidhannagar, District:- North 24-Parganas, West Bengal, India, PIN:- 700064 , PAN No.:: ABxxxxx2K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by Representative
3	SOLITAIRE COMPLEX LLP Dwarka Vedmani, AD-169, Sector-I, Salt Lake City, City:- , P.O:- Bidhannagar, P.S:-North Bidhannagar, District:- North 24-Parganas, West Bengal, India, PIN:- 700064 , PAN No.:: AExxxxx1C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	ASTDURGA CONSTRUCTION PRIVATE LIMITED Dwarka Vedmani, AD-169, Sector-I, Salt Lake City, City:- , P.O:- Bidhannagar, P.S:-North Bidhannagar, District:- North 24-Parganas, West Bengal, India, PIN:- 700064 , PAN No.:: AAxxxxx6M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr SANJAY GUPTA (Presentant) Son of Mr Gopal Prasad Gupta Dwarka Vedmani, AD-169, Sector-I, Salt Lake City, City:- , P.O:- Bidhannagar, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700064 , Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: Ind a , , PAN No.:: ADxxxxx7Q, Aadhaar No: 70xxxxxxxx7284 Status : Representative, Representative of : ASTDURGA CONSTRUCTION PRIVATE LIMITED (as Director), GENESIS COMPLEX LLP (as Partner), AURJM ENCLAVE LLP (as Partner), SOLITAIRE COMPLEX LLP (as Partner)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr NILKAMAL HALDER Son of Mr Niranjan Halder Faridpur Colony Road, City:- , P.O:- Katwa, P.S:-Katwa, District:-Purba Bardhaman, West Bengal, India, PIN:- 713130			
Identifier Of Mr SANJAY GUPTA			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	GENESIS COMPLEX LLP	ASTDURGA CONSTRUCTION PRIVATE LIMITED-2.27257 Dec
2	AURUM ENCLAVE LLP	ASTDURGA CONSTRUCTION PRIVATE LIMITED-2.27257 Dec
3	SOLITAIRE COMPLEX LLP	ASTDURGA CONSTRUCTION PRIVATE LIMITED-2.27257 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	GENESIS COMPLEX LLP	ASTDURGA CONSTRUCTION PRIVATE LIMITED-5.44271 Dec
2	AURUM ENCLAVE LLP	ASTDURGA CONSTRUCTION PRIVATE LIMITED-5.44271 Dec
3	SOLITAIRE COMPLEX LLP	ASTDURGA CONSTRUCTION PRIVATE LIMITED-5.44271 Dec

Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: JANGRAHATIARA-II, Mouza: Sulanguri, JI No: 22, Pin Code : 700162

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 556, LR Khatian No:- 3223	Owner:জেনেসিস কমপ্লেক্স এল এল পি, Gurdian:পক্ষে পার্টনার, Address:নিজ , Classification:শালি, Area:0.07000000 Acre,	GENESIS COMPLEX LLP
L2	LR Plot No:- 553, LR Khatian No:- 3227	Owner:অরাম এনক্লেভ এল এল পি, Gurdian:পক্ষে পার্টনার, Address:নিজ , Classification:শালি, Area:0.06000000 Acre,	AURUM ENCLAVE LLP

On 26-07-2022

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 93,74,062/-



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

On 01-08-2022

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

Presented for registration at 18:21 hrs on 01-08-2022, at the Private residence by Mr SANJAY GUPTA ..

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

Execution is admitted on 01-08-2022 by Mr SANJAY GUPTA, Director, ASTDURGA CONSTRUCTION PRIVATE LIMITED, Dwarka Vedmani, AD-169, Sector-I, Salt Lake City, City:- , P.O:- Bidhannagar, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700064; Partner, GENESIS COMPLEX LLP, Dwarka Vedmani, AD-169, Sector-I, Salt Lake City, City:- , P.O:- Bidhannagar, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700064; Partner, AURUM ENCLAVE LLP, Dwarka Vedmani, AD-169, Sector-I, Salt Lake City, City:- , P.O:- Bidhannagar, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700064; Partner, SOLITAIRE COMPLEX LLP, Dwarka Vedmani, AD-169, Sector-I, Salt Lake City, City:- , P.O:- Bidhannagar, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700064

Indetified by Mr NILKAMAL HALDER, , Son of Mr Niranjan Halder, Faridpur Colony Road, P.O: Katwa, Thana: Katwa, , Purba Bardhaman, WEST BENGAL, India, PIN - 713130, by caste Hindu, by profession Service



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

On 02-08-2022

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 15,105/- (B = Rs 15,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by by online = Rs 15,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/07/2022 2:28PM with Govt. Ref. No: 192022230086068221 on 29-07-2022, Amount Rs: 15,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1857645044 on 29-07-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by online = Rs 9,521/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/07/2022 2:28PM with Govt. Ref. No: 192022230086068221 on 29-07-2022, Amount Rs: 9,521/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1857645044 on 29-07-2022, Head of Account 003C-02-103-003-02



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

On 04-08-2022

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 15,105/- (B = Rs 15,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 84/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 500/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 3383, Amount: Rs.500/-, Date of Purchase: 20/07/2022, Vendor name: M Dutta



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 1904-2022, Page from 815640 to 815693

being No 190412457 for the year 2022.



Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2022.08.12 19:04:41 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2022/08/12 07:04:41 PM

ADDITIONAL REGISTRAR OF ASSURANCE

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

West Bengal.

(This document is digitally signed.)