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Certified that the document is admitted for registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.

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District Sub-Register-III
 Alipore, South 24-parganas
 03-10-23

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 26th day of SEPTEMBER, 2023
 ("Execution Date") at Kolkata

WEST BENGAL
 2023

07460

12 SEP 2023

No.....Rs.100/- Date.....



Name :

Address :

87A Sarat Bose Road
Kolkata 26

Vendor :

Alipore Collectorate, 24 Pgs. (South)

SUBANKAR DAS
STATE VENDOR
Alipore Police Court, Kol-27

Arpana



12089

Arpana



12090



Pravakar



12091



Pravakar Das

PRAVAKAR DAS
S/o Mr. S. Das
VII- Nabagram, Shyampur
P.O.- Nabagram, P.S.-Shyampur
Dist - Howrah, Pin- 711315

BETWEEN:

- (1) **EKDANTA NIKETAN PRIVATE LIMITED**, a private limited company having CIN: U45400WB2009PTC134620 existing within the meaning of the Companies Act, 2013 having PAN : **AACCE1752A**
- (2) **LAMBODAR ESTATES PRIVATE LIMITED**, a private limited company having CIN: U45400WB2009PTC134622 existing within the meaning of the Companies Act, 2013 having PAN : **AABCL6150G**
- (3) **DAMODAR PROPERTIES PRIVATE LIMITED**, a private limited company having CIN: U45400WB2009PTC134625 existing within the meaning of the Companies Act, 2013 having PAN : **AADC1523D**,

All having their registered office at 70/1 Tiljala Road, Kolkata – 700046, West Bengal, India, represented by their Director, **Mr. Damodar Prasad Tulsyan**, [PAN : ABUPT5667M], [Aadhaar No.: 7579 1174 1702], son of Late B.N.Tulsyan, residing at Flat 6E, 34 Ballygunge Circular Road, P.O. & P.S. Ballygunge, Kolkata 700019, hereinafter collectively referred to as the called “the **OWNERS**” (which term or expression shall unless excluded by or repugnant to the subject or context mean and include its successors or successors-in-office and/or assigns) of the **ONE PART**

AND

- (4) **SRIJI GOPALJI ENCLAVE LLP** a Limited Liability Partnership firm registered under the Limited Liability Partnership Act, 2008 LLPIN-ACB-1007, having PAN: **AEZFS8347H** and registered office at Biowonder, 789, Anandapur, 14th floor, Unit no - 1402, Kolkata - 700107, Post Office & Police Station- Anandapur, District - South 24 Parganas, West Bengal, India, represented by its Authorised Signatory, **Mr. ANANT NATHANY**, [PAN: ACRPN7067R], [Aadhaar No.: 832523219317], son of Mr. Rajesh Nathany, residing at 10A, Ballygunge Circular Road, Kolkata- 700 019, Post Office & Police Station - Ballygunge, District- South 24 Parganas, hereinafter referred to as “the **DEVELOPER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed mean and include its partners for the time being and each of their respective heirs, executors, administrators, legal representatives and/or and/or permitted assigns) of the **OTHER PART**:



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(The Owners and the Developer are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**").

WHEREAS:

- A. That the Owners are the sole and absolute Owners of the Project Land (more fully and particularly described in the **First Schedule** hereunder written) with good marketable title. The facts about the Owners deriving title to the Project Land are contained in the **Fifth Schedule** hereto
- B. The Owners have agreed to appoint the Developer to take up the Project, i.e. the development of the Project Land by construction of the New Buildings (*defined below*) thereon and has agreed to grant to the Developer exclusive rights to develop the Project Land in accordance with the terms of this Agreement.
- C. The Owners have provided to the Developer, copies of all documents available with the Owners in respect of the Project Land and the Developer has examined the said documents thoroughly and has independently verified the title of the Owners to the Project Land and the marketability of the Project Land. The Developer has, upon review of the documents relating to the Project Land and upon fully satisfying itself about the right, title and interest of the Owners to the Project Land with respect to the above, agreed to enter into this Agreement to construct, erect and complete the Project (*defined below*) on the terms and conditions contained herein. The Developer agrees that it shall be estopped from seeking any further representations or warranties in relation to the right, title and interest of the Owners to the Project Land or the marketability of the Project Land save and except as required by law.
- D. The Parties have also carried out joint physical inspection of the Project Land (together with structures standing thereon) and pursuant to such physical inspection, the Developer is satisfied with the size, area and location of the Project Land.



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- E. The Parties are now entering into this Agreement to record the terms and conditions under which the aforementioned development of the Project Land shall be carried on by the Developer and the Developer hereby declares that it has understood the intent and purport of this Agreement in every respect whatsoever and/or howsoever.

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

1. **DEFINITIONS:**

In this Agreement (including the Recitals and Schedules), the following words and expressions, unless the context requires otherwise, have the meanings set forth below:

- 1.1. **"Agreed Ratio"** shall mean the ratio of sharing or distribution in Sales Revenue and several other matters referred to herein between the Owners and the Developer which shall be:
- (a) 41.28% (Forty One point twenty eight percent) to the Owners; and
 - (b) 58.72% (Fifty Eight point seventy two percent) to the Developer.
- 1.2. **"Approvals"** shall mean and include any approvals, authorizations, permissions, no objection certificates, clearances, permits, sanctions, licenses, etc., in any form, whatsoever, including all renewals, revalidations, rectifications, revisions thereof and irrespective of its nomenclature which may be required under any Applicable Law from any Government Authority for sanction of Building Plans, construction, development, ownership, management, operation, implementation and completion of the Project, including any completion certificate and any occupancy certificate.
- 1.3. **"Applicable Law"** shall mean all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, policies, voluntary restraints, guidelines, or any provisions of such laws, including general



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principles of common and civil law and equity, binding on or affecting the Person referred to in the context in which such word is used.

- 1.4. "**Association**" shall mean any association, syndicate, committee, body, society or company which shall be formed or incorporated at the instance of the Developer for the Common Purposes with such rules and regulations as shall be framed by the Developer and the Owners jointly for the purpose of common use and enjoyment of the Common Areas and Installations and otherwise.
- 1.5. "**Building Complex**" shall mean the New Buildings to be constructed at portion/s of the Project Land along with the relevant Common Areas and Installations and wherever the context so permits or intends include the Project Land.
- 1.6. "**Building Plans**" shall mean the plan for construction of the New Building to be caused to be sanctioned by the Developer from the Kolkata Municipal Corporation and include all modifications and/or alterations as may be made thereto (in accordance with this Agreement) as also all extensions and/or renewals thereof.
- 1.7. "**Common Areas and Installations**" shall mean the areas, installations and facilities at or for the Building Complex as mentioned in the **Second Schedule** hereto and the same shall be subject to modifications and alterations that may be made by the Developer and the Owners, mutually.
- 1.8. "**Common Expenses**" shall mean the expenses required to be incurred by the Transferees of the Units for the Common Purposes.
- 1.9. "**Common Purposes**" shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the Transferees thereof; collection and disbursement of the Common Expenses; the purpose of regulating mutual rights, obligations and liabilities of the Transferees thereof; and dealing with all matters of common interest of the Transferees thereof.



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- 1.10. "**Developer's Revenue Share**" shall mean 58.72% (Fifty Eight point seventy two percent) of Sales Revenue which shall be receivable by the Developer in the manner agreed to in this Agreement.
- 1.11. "**Encumbrances**" shall mean and include encumbrances, mortgages, charges, security interest, liens, *lis pendens*, attachments, leases, tenancies, thika tenancies, restrictive covenants, attachments, occupancy rights, uses, debutters, wakf, trusts, bankruptcy, insolvency, acquisition, requisition, vesting, claims, demands, forfeitures and liabilities whatsoever or howsoever.
- 1.12. "**Extras and Deposits**" shall mean the amounts mentioned in Part A and Part B, respectively, of the Third Schedule hereto..
- 1.13. "**Governmental Authority**" shall mean any statutory authority, government department, agency, commission, board, tribunal, court or other entity in India authorised to make laws or to grant Approvals and shall include the Kolkata Municipal Corporation as also any other authorities empowered to approve and/or sanction the Building Plan by or under any law for the time being in force and all other authorities as applicable for completion of the Project.
- 1.14. "**New Building**" shall mean the building and/or other structures that may be constructed by the Developer from time to time at the Project Land or portions thereof.
- 1.15. "**Owners Revenue Share**" shall mean 41.28% (Forty One point twenty eight percent) of Sales Revenue which shall be receivable by the Owners in the manner agreed to in this Agreement.
- 1.16. "**Parking Spaces**" shall mean the spaces at the Building Complex including at covered space, open area or under a shade at the open area or mechanized multilevel systems for parking of motor cars and/or two-wheelers, as may be decided by the Parties, jointly.
- 1.17. "**Pass Through Charges**" shall mean the Goods and Service Tax or any substitutes, additions or alterations thereof and any other impositions, levies or taxes (including



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Taxes deducted at Source) on the Transfer of any Transferable Areas in favour of the Transferees.

- 1.18. "Person" shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, trust, union, association, Government or any agency or political subdivision thereof or any other entity that may be treated as a person or legal entity under Applicable Law.
- 1.19. "Project" shall mean and include (a) development of the Building Complex at the Project Land, (b) Transfer of the Transferable Areas to the Transferees, (c) division/ allocation of unsold residual areas, if any remaining, and (d) administration of Common Purposes until handing over to the Association, all as per the terms and conditions hereof.
- 1.20. "Project Cost" shall mean all costs, charges and expenses to be incurred by the Developer for the execution, construction development and completion of the Project including the costs and expenses in relation to –
- (a) Prepare and obtain sanction of Building Plan and all Approvals for development of the entirety of the Project Land;
 - (b) Sanction Fee and other related costs and sanction fees for obtaining maximum permissible FAR as per Applicable Law which may be subject to change at a later date by further modification or amendment or enactment of statutory provision and also FAR on account of Green Building and/or Metro save and except the fees payable under Rule 69A for availing such Green Building and/or Metro FAR shall be borne by the Owners;
 - (c) Registering the Project with the concerned authority under Applicable Law;
 - (d) Construction and completion of development on Project Land as per the specifications mutually agreed and accepted between the Parties and as mentioned in the **Fourth Schedule** hereto in all respects including installation of all



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materials, fixtures, fittings, facilities before Transferring the Units, Car Parking Spaces to be constructed on the Project Land to the Transferees;

- (e) Branding, Marketing and Advertising of the Project including brokerage cost for sale of the Units;
- (f) Payments to be made to the contractors to be engaged for the Project by the Developer including provident fund, gratuity, ESIC and all other statutory payments;
- (g) All Project related and construction related expenses including insurance premiums (fire and allied risk insurance coverage with respect to Project Land, Project and all other belongings) and renewals thereof, costs for maintaining a site office, appointing personnel and security, all indirect taxes in respect of Project etc.
- (h) All taxes payable for construction and development of the Project;
- (i) Any other direct or indirect cost including penalties for defaults under any Applicable Law;
- (j) Settlement of all third party claims;
- (k) Liasoning cost; and
- (l) Cost of settlement of nuisance elements.
- (m) and all other expenses and costs related to the construction and the development of the Project with the end and intent that the Owners shall under no circumstances will be required to bear any expenses with respect to the Project except as provided hereunder.



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1.21. "**Sales Revenue**" for the purpose of this Agreement shall mean the amounts / consideration and all installments of such amounts or consideration received from the Transferees for the Transferable Areas acquired by them, against the following items:

- (i) booking / allotment and transfer of the Units, Car Parking Spaces and other Transferable Areas from time to time;
- (ii) cancellation of bookings made by the Transferees, nomination charges etc.;
- (iii) interest on delayed payment charges;
- (iv) the sale consideration and any other amount on any account received from the Transferees of Units, Car Parking Spaces and other Transferable Areas, in the Project including base sales price, floor rise charges, preferred location charges and terrace benefits, premium location charges;
- (v) any amount received on account of advertisements and hoardings put up on the site/Buildings.

Provided the following items shall be excluded / deducted therefrom and shall belong to the Developer:

- (a) Stamp duty and registration charges for sale of Transferable Areas if collected from the prospective Transferees of Transferable Areas in the said Project; and
- (b) Pass Through Charges,
- (c) Extras and Deposits, subject to Clause 9.2

1.22. "**Share in Land**" shall mean the proportionate undivided share in the land of whole or part of the Project Land attributable to any Unit.



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- 1.23. **"Transfer"** with its grammatical variations shall include transfers primarily by sale but with possibility of leases and otherwise as applicable under law and as decided by the Parties. The term **"Transferred"** shall be construed accordingly.
- 1.24. **"Transferable Areas"** shall mean the entire saleable constructed area of the Project including the Units, extended terraces, Parking Spaces, commercial areas, servants quarters and other constructed spaces with or without any facilities and all other areas at the Building Complex and Project Land capable of being Transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise solely for residential purposes and shall also include any right, benefit or privilege at the Building Complex and Project Land capable of being commercially exploited and wherever the context so permits shall include the Share in Land.
- 1.25. **"Transferees"** shall mean the Persons to whom any Transferable Areas in the Project is Transferred or agreed to be Transferred.
- 1.26. **"Units"** shall mean the independent and self-contained residential flats and/or apartments, and other constructed spaces capable of being exclusively held used or occupied by Persons.

2. INTERPRETATION

- 2.1. reference to any clause shall mean such clause of this Agreement and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this Agreement and include any parts of such Schedule.
- 2.2. time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended in writing by the Parties, such extended time shall also be of the essence;
- 2.3. words referring to the singular shall include the plural and vice versa;
- 2.4. headings are for reference only and shall not, in isolation or otherwise, be considered or affect the construction or interpretation of this Agreement;



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- 2.5. references to recitals, clauses, schedules and annexures are references to the Recitals, Clauses, Schedules and Annexures of and to this Agreement, with such Recitals, Schedules and Annexures comprising a part of the operative provisions of this Agreement, and references to this Agreement shall include references to the Recitals, Schedules and Annexures hereof/hereto;
- 2.6. reference to any Applicable Law includes a reference to the same and any other rules, regulations, guidelines, policy statements, orders or judgments having the force of law, and in each case, as amended or re-enacted from time to time, and any rule or regulation issued or promulgated thereunder;
- 2.7. the terms "herein", "hereof", "hereto", "hereunder" and words of similar purport shall refer to this Agreement as a whole and not merely to the specific provision where such term(s) may appear;
- 2.8. any reference to the masculine, the feminine and the neuter genders shall include each other;
- 2.9. where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have the corresponding meanings;
- 2.10. the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (not merely to the sub-Clause, paragraph or other provision) in which the expression occurs;
- 2.11. reference to the word "include" or "including" or "amongst others" or "inter alia" shall be construed without limitation;
- 2.12. the phrase "in writing" includes any communication made by letter or e-mail;



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- 2.13. the words "directly or indirectly" mean directly or indirectly through one or more intermediary Persons or through contractual or other legal arrangements, and "direct" or "indirect" shall have the correlative meanings;
- 2.14. an obligation of a Party to do something shall include an obligation to ensure that the same shall be done, and an obligation on the part of a Party not to do something shall include an obligation not to permit, suffer or allow the same to be done;
- 2.15. all approvals/consents to be granted by any of the Parties under this Agreement and/or any mutual agreements to be arrived at between the Parties, shall be in writing;
- 2.16. where a wider construction is possible, the words "other" and "otherwise" shall not be construed *ejusdem generis* with any foregoing words;
- 2.17. unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the following working day if the last day of such period is not a working day;
- 2.18. in the event of any inconsistency between the Clauses of this Agreement and the Schedules/Annexures hereto, the Clauses of this Agreement shall prevail;
- 2.19. no provisions shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof, or by reason of the extent to which any such provision is inconsistent with any prior draft hereof; and
- 2.20. effect shall be given to all terms in the Recitals and Clause 1 of this Agreement including those conferring rights or imposing obligations on any Party, it as if they were substantive provisions in the body of this Agreement.

3. REPRESENTATIONS AND WARRANTIES



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3.1. The Owners hereby with respect to its ownership in the Project Land, makes the following representations, assurances and warranties to the Developer for the purpose of entering upon this Agreement and the transactions envisaged herein which representations, assurances and warranties shall at all times be subject to the information disclosed by the Owners to the Developer and the issues connected therewith:

- (i) That the Owners are offering the Project Land to the Developer for the purposes of this Agreement on as is where is basis and the Owners is not aware of any defect in marketability of the Project Land.
- (ii) That there are no outstanding municipal taxes which are payable for the Project Land as on the date of this Agreement.
- (iii) That the Owners are in uninterrupted, vacant and peaceful physical possession of the Project Land, without any disturbance, obstruction, claim or objection, whatsoever or howsoever, from any Person.
- (iv) That the Project Land or any part thereof is not affected by or subject to any mortgage by deposit of title deeds or anomalous mortgage under the Transfer of Property Act and the same is also not subject to any guarantee.
- (v) There exists no litigation and/or other proceedings and/or any order or decree of a court which affects and/or is otherwise adverse to the Owners title to the Project Land.
- (vi) To the best of knowledge of the Owners there is no acquisition, vesting, tank, thika, road alignment, tenants, encroachment, wakf, boundary disputes and/or claims in respect of the Project Land.

It being agreed that the Owners shall be liable to maintain the presently existing good marketable title of the Project Land at its own cost and expense. The Developer



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shall render assistance and co-operation with regard to the same.

3.2. The Developer hereby makes the following representations, assurances and warranties to the Owners for the purpose of entering upon this Agreement and the transactions envisaged herein:

- (i) The Developer is carrying on the business of construction and development of real estate and has the necessary expertise, infrastructure and financial capacity and other resources to complete the Project and meet all other obligations for development of the Project (including compliance with Applicable Law).
- (ii) The Developer has full right and authority to enter into this Agreement and appropriate resolutions/authorizations to that effect have been passed by the Developer's board of directors.
- (iii) The Developer has means of necessary finance for carrying out the development of the Project at the Project Land.
- (iv) The Developer shall carry out and complete the development of the Project Land and/or construction of the Project strictly in accordance with the Building Plans, as per the Applicable Law and as per the provisions contained in this Agreement.
- (v) The Developer shall not abandon, delay or neglect the development of the Project Land, beginning of construction of the Project, getting the Building Plan sanctioned from the relevant authority and obtaining other necessary clearances from the appropriate authorities, and shall accord the necessary priority thereto.
- (vi) The Developer has made physical survey of the Project Land and is satisfied that the total area of the Project Land is 113 Cottahs 19 square feet (more or less).



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- (vii) The execution, delivery and performance of this Agreement and all instruments or agreements required hereunder do not conflict with, contravene, violate, result in the breach of, constitute a default under or accelerate performance of any agreement or instrument to which the Developer is a party or any covenant, agreement, understanding, decree or order, injunction, award to which it is a party.
- (viii) There are no actions, suits, proceedings, investigations pending or threatened against it at law before any Court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default in the performance by the Developer of its obligations under this Agreement.
- (ix) Subject to the terms hereof, there is no difficulty in compliance of the obligations of the Developer hereunder.
- (x) The Developer has thoroughly examined all title related and other documents in respect of the Project Land, has caused necessary searches in public offices, courts and registration departments and has sought professional legal advice and pursuant thereto, has independently verified the title of the Owners to the Project Land and the marketability of the Project Land. Upon fully satisfying itself about the right, title and interest of the Owner to the Project Land as provided hereinabove, the Developer has agreed to enter into this Agreement.

4. APPOINTMENT AND CONSIDERATION

- 4.1. The Owners hereby appoints the Developer as developer of the Project and grants to the Developer exclusive rights, interest and authority in respect of the Project Land to develop the same by constructing the Building Complex thereon and to be entitled to the Developer's Revenue Share and other rights as more fully hereinafter contained and in consideration thereof and further in consideration of the obligations, covenants, terms and conditions contained herein and on the part of the Owners to be observed, fulfilled



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and complied with, the Developer has agreed to the same on the terms and conditions hereinafter contained.

- 4.2. Subject to the Owners right to receive the Owners Revenue Share in terms of this Agreement, the development rights granted herein include the right, authority and authorization to the Developer to :-
- (i) enter upon and use the Project Land for the purpose of development only by constructing Building Complex thereat at its own cost and expense and such other development and construction therein or thereon as may be necessary or appropriate in accordance with the Building Plans;
 - (ii) to carry out all the infrastructure and related works / constructions for the Building Complex, including water storage facilities, water mains, sewage lines, septic tank, storm water drains, recreation garden, electrical sub-stations and all other Common Areas and Installations for the total built-up area to be constructed on the Project Land as may be required by the Architects of the Project in view of any Approvals, layout plan, or order of any Governmental Authority;
 - (iii) to launch the Project for booking and to exercise full marketing activities in respect of the Transferable Areas and for that purpose to issue application kits, brochures, provisional allotment letters and other communications;
 - (iv) manage the Project and the Common Areas and Installations constructed as part of the Project and also to form the Association and thereafter, to transfer / assign such right of maintenance to the Association and to retain all benefits, consideration etc. accruing from such maintenance of the Project in trust for the Association and handover the same to the Association as per Applicable Law;
 - (v) apply for and obtain any Approvals in its name or in the name of the Owner, as the case may be, including any temporary connections of water, electricity,



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drainage, sewerage and any other connection for the purpose of development and construction of the Project;

- (vi) to build upon the Project Land by constructing, executing and developing the Project thereon in accordance with the Building Plan making optimum utilization of the best permissible FAR as per Applicable Law with the intent that the Transferable Areas comprised in the Project shall be sold and/or transferred to the Transferees;
 - (vii) appoint Architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other Persons to carry out the development and construction of the Project with consultation of the Owners, however, the final decision shall be of the Developer; and
 - (viii) establish, install, construct, and operate the facilities in the Project in terms of this Agreement and the Building Plans.
- 4.3. The Building Complex shall be constructed by the Developer at its own costs and expenses. The Owners hereby agrees to sell and transfer the Transferable Areas together with the relevant Share in Land attributable to the Transferable Areas in favour of the concerned Transferees. It has been clarified that the deed of conveyance shall be executed after all consideration in respect of such Unit has been received and shared with the Owners.
- 4.4. It is hereby expressly agreed by and between the parties hereto that the possession of the Project Land shall not be given or intended to be given to the Developer under any circumstances whatsoever including in part performance as contemplated by Section 53A of the Transfer of Property Act 1882 read with Section 2(47)(v) of the Income Tax Act 1961. The possession, juridical or otherwise, of the Project Land shall remain vested in the Owners until such time the Completion of Construction of the Building Complex and thereafter such possession shall be jointly held by the Owners and Developer save the areas delivered to the Transferees or those that may be separately allocated amongst the parties.



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SHIMOGA JILLA
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- 4.5. Excepting construction, erection and completion of the Project and also managing, operating and maintaining the same in terms of this Agreement, the Developer shall have no right over and in respect of the Project Land used for development of the Project other than the rights available under this Agreement. Nothing contained in this Agreement shall be construed to constitute a transfer of title in the Project Land and/or any part or portion thereof in favour of the Developer. The Developer shall not, at any point of time during the term of this Agreement, assert any ownership rights over the Project Land.

5: ENTRY

- 5.1. With effect from the date of execution of this Agreement, the Developer shall have the right to enter upon the Project Land for the purpose of survey, soil testing, planning and preparation of plans, inspection and other initial works pertaining to the proposed development.
- 5.2. The Developer shall be entitled to enter upon the Project Land on sanction of the Building Plan. Subject to sanction of the Building Plan and the Developer obtaining all Approvals(including PCB), the Developer hereby undertakes that it shall within a maximum period of 2 (two) month, enter upon the Project Land and commence demolition, construction and development activities and keep the Project land secured by appointing its security personnel and shall also launch the project for bookings of Units comprised in the Project.

6: PLANNING OF THE PROJECT

- 6.1: Planning: The planning and layout for the development of the Project Land including, *inter alia*, the design, concept, layout and preparation of the Building Complex and also of landscaping, plantation, walkways, driveways at the Project Land, the number and area and type of use of Units and other Transferable Areas in the New Building and other portions of the Project Land with sharing of all/any facilities/infrastructure shall



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be done mutually by the Parties at the cost of the Developer. However, the final decision with regard to the planning shall be taken by the Architect.

6.2. Survey And Soil Testing: The Developer shall at its own costs and expenses carry out necessary survey and soil testing and other preparatory works in respect of the Project Land.

6.3. Building Plans:

- (a) The Developer shall prepare the proposed Building Plans.
- (b) Subject to the Owner complying with its obligations, the Developer shall obtain the written confirmation of the Owner on the Building Plans and duly apply for and obtain the Building Plans sanctions by the relevant Governmental Authority and all other Approvals required for commencement of construction of the New Buildings (including environmental clearance) within a period of 16 (sixteen) months from the execution of this Agreement and shall also ensure consumption of the maximum FAR permitted under Applicable Law, subject to the Owner providing a ULC NOC within 4 months. If the Developer fails to obtain the sanction plan due to any title related defect, which has to be notified to the Owner within 30 days of receiving any notice from Kolkata Municipal Corporation, then in such an event the parties shall try to rectify the same, however, if the parties fail to rectify the same within a period of 6 months from the date of receiving notice of the same, this Development Agreement shall stand terminated on refund of the Security Deposit received along with interest @ 12% per annum on the same.
- (c) The Developer shall be entitled from time to time to cause modifications and alterations to the new sanctioned plans or revised sanctioned plans in such manner and to such extent as the Developer may deem fit and proper Provided That for any such modifications and alterations, the Developer shall obtain the prior written consent of the Owner in respect thereof.



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- (d) The Developer shall obtain all Approvals required for sanction of the Building Plans and carrying out the development at the Project Land, including those required from Pollution Control Authority, Airport Authority, Fire Service Authorities, Police Authorities, Municipal Authorities, Green Building Approval, Forest Authorities any other Statutory Authorities and shall be entitled to gift portions of the Project Land to Kolkata Municipal Corporation in connection with sanction of Building Plans (subject to the written consent of the Owner). The Developer shall also obtain necessary partial and/or full Completion/Occupancy Certificate from the Kolkata Municipal Corporation at its own cost. The Owner shall cooperate and do all acts, deeds, matters and things necessary for the Developer to obtain the Approvals required for sanction of the Building Plans for the purpose of the Project.

7. CONSTRUCTION OF THE PROJECT

- 7.1. Demolition: The Developer shall be responsible for demolition of all existing buildings and structures at the Project Land. The Owners shall remove all the sheds, transformer, joist, beam etc. comprised in the Project Land and the same shall exclusively belong to the Owner. All other proceeds in respect of Demolition shall belong to the Developer.
- 7.2. Boundary Wall: The Developer shall, if required, repair and reconstruct the boundary walls wherever damaged and/or to be beautified. If any portion of boundary wall which has not been constructed as on date, the same shall be done by the Owners within 90 days from the date of execution of the Development Agreement .
- 7.3. Good Construction: The Developer shall construct erect and carry out the development at the Project Land or cause the same in a good and workman like manner with good quality of materials with the specifications mutually agreed and accepted between the parties and mentioned in the **FOURTH SCHEDULE** hereto (or equivalent substitutes in quality/value thereof) and upon due compliance of the Building Plans and Applicable Law affecting the same.



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- 7.4. Facade: The façade of the Building Complex shall be such as may be mutually agreed between the Parties, subject to the final decision of the Architect.
- 7.5. Applicable Laws: The Developer shall comply with all necessary requirements under Applicable Laws required to be complied with by a developer of a building and shall obtain all Approvals (at its own cost and expense) except ULC NOC. The Owners shall co-operate and assist the Developer in respect thereof.
- 7.6. Team: The entire team of people required for the execution of the Project (including the Project's architect) shall be such Person as may be selected and appointed by the Developer. Notwithstanding the aforesaid, all Persons employed by the Developer for the purpose of construction such as architects, contractors, labourers, care-takers etc., shall be the Persons under the appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc. or their acts in any manner whatsoever and shall have no responsibility towards them for the compliance of the provisions of labour laws, payment of wages, payment of P.F., E.S.I. etc., maintenance of records of labourers etc. and all the responsibilities in this regard shall be that of the Developer and the Owners shall be kept protected and harmless against any action, if taken against the Owners for non-compliance or violation of the said requirements.
- 7.7. Utilities: The Developer shall at its own costs and expenses be entitled to utilize the existing available and/or modify or alter or apply for and obtain new connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities (whether temporary or permanent) from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the proposed Project.
- 7.8. Common Areas And Installations: The Parties shall jointly identify the Common Areas and Installations in the Project Land meant for the Building Complex and/or the Project Land as a whole and also for all or some of the Transferees and/or Transferable Areas.



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- 7.9. Areas: The carpet area, built up area and the super built-up area shall be as per Applicable Laws and shall be decided by the Parties jointly.
- 7.10. Management, Control and Authority: On and from the date of sanction plan, the Developer shall have exclusive right to administer the Project till the earlier of formation of the Association, subject to compliance with the terms of this Agreement.
- 7.11. Name and Publicity: The name of the Project shall be such as the Parties may jointly decide. The Developer shall brand, market and advertise the Project in all respects as per industry standards. The Project shall be so branded, marketed and advertised in the name of the Owners and the Developer with equal weightage.
- 7.12. Co-Operation: For all or any of the purposes contained hereinabove and required by the Developer, the Owner shall render all reasonable assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time promptly.
- 7.13. Time for Project completion: Subject to the provisions related to Force Majeure, the Developer shall complete the Project in all respects under Applicable Law and obtain the full completion certificate from the Kolkata Municipal Corporation within a maximum period of 45 months from the date of receipt of plan sanction or environmental clearance (whichever event happens later) with a further maximum grace period of 6 (six) months. Any extension of timeline beyond such period will be with the prior written approval of the Owners.
- 7.14. Completion Of Construction: The construction of Building Complex shall be deemed to have been completed on the issuance of full completion certificate in respect of the Project by the Kolkata Municipal Corporation as required under Applicable Law ("**Completion of Construction**").
- 7.15. Cost of Construction:



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- (a) The Developer herein shall solely be responsible for carrying out the development of the Project Land and construction of the Project.
- (b) All Project Costs as may be required to be incurred or paid for and on account of carrying out and completing development of the Project Land and the construction thereof as per the Building Plan, shall be borne and paid by the Developer with the end and intent that the Owner shall under no circumstances will be required to bear any costs, expenses, claims and/or monetary obligations with respect to the Project except as provided hereunder.
- (c) The Parties have agreed that the Developer herein shall bear and pay the costs and fees as are required to be incurred and paid for and on account of obtaining the required Approvals and sanction of Building Plan from the relevant Governmental Authority and the Developer herein shall bear the fees, remuneration and costs required to be paid to the architects and Engineers.
- (d) The Parties have further agreed that so far as the costs of construction to be incurred and paid by the Developer as mentioned hereinabove, the Developer hereto shall keep and maintain separate books of accounts in respect of the respective amounts respectively incurred or paid in respect of development of the Project Land and construction of the Project.

8. RERA COMPLIANCE, TRANSFER AND MANNER

- 8.1. Compliance with RERA: The Developer shall be responsible for registration of the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (as applicable to the State of West Bengal) ("**RERA**") and shall be solely responsible for compliance with the provisions of the RERA. It being clarified that notwithstanding the fact that the Owners may be considered as 'promoter' under RERA or other applicable law, the Developer agrees that under no circumstances shall the Owners be held responsible or be otherwise liable as the 'promoter' of the Project under the provisions of the RERA. The Owners shall not be financially or otherwise liable for



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any breach or non-compliance of the provisions of RERA and the Developer shall be responsible for securing compliance with the provisions of RERA and shall indemnify and defend the Owners for any claim, demand, damages and/or costs incurred by the Owners arising out of any non-compliance of RERA by the Developer. However, in future due to change in law if the Owners is specifically required to comply with any provision of RERA, the same shall be done by the Owners.

8.2. Distribution of funds:

8.2.1. The Parties agree, that the entirety of the Sales Revenue received from the Transferees of the Transferable Areas at the Project shall be routed through three separate bank accounts designated for such purposes, as follows:

- (a) One Bank account ("**Collection Account**") shall used only to receive the entirety of the Sales Revenue received from the Transferees of the Transferable Areas at the Project. All booking forms and agreements shall provide that any amount received from the Transferees shall be deposited/paid only in the Collection Account. Standing instructions shall be given by the Owners and the Developer to distribute 70% of the Sales Revenue to the RERA Account(as defined below) and 30% of the Sales Revenue to the **Distribution Account** (as defined below). The standing instructions shall not change without the written consent of both the parties.
- (b) Other bank account ("**RERA Account**") for compliance with RERA where 70% (seventy percent) of the Sales Revenue shall be deposited. This account shall be operated as per the provisions of RERA and the obligation to ensure the same shall be of the Developer. Any transfer of funds from the RERA Account shall only be made to the Distribution account, and no other account whatsoever or howsoever.
- (c) Another bank account ("**Distribution Account**") where 30% (thirty percent) of the Sales Revenue shall be deposited. This account shall be operated in such a manner that the Owners shall receive the Owner's Revenue Share and the



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Developer shall receive the Developer's Revenue Share in the Agreed Ratio, and the same will be given effect to on the basis of irrevocable standing instructions to an escrow agent ("**Escrow Agent**") appointed by the Parties.

- 8.2.2. It being clarified that notwithstanding the above, the Owner's Revenue Share shall under no circumstances be retained in the RERA Account or the Distribution Account for any purpose and the same shall be paid to the Owners on immediate basis. Further, the Developer and the Owners shall both enter into an escrow agreement with the Escrow Agent to record the standing instructions and modalities of the above accounts. The escrow agreement will only be amended with the written consent of the Developer, Owners and the Escrow Agent and this shall be the essence of the contract.
- 8.3. Transfer: The Transfer of all Transferable Areas in the Project shall be managed by the Developer. The Developer shall Transfer the Transferable Areas to the Transferees wherein the proportionate Share in the Land attributable to the concerned Transferable Areas shall be Transferred or agreed to be Transferred by the Owners. It being clarified that in all sale documents, agreements, conveyances etc. executed for the Transfer of Transferable Areas, the Owners will directly be a party (and not represented by the power of attorney).
- 8.4. Manner Of Transfer: The Parties agree to the following terms and conditions in respect of the Transfer:
- (a) Rate and Price for Transfer: The rates at which the Transferable Areas shall be sold shall be finalized by the Parties within 15 (fifteen) days from sanction of the Building Plan by mutual consent of the Developer and the Owners in writing and any downward revision of the same shall require the prior consent of both. Such rates shall be jointly reviewed by the Parties on a quarterly basis.
- (b) Marketing Agents: The marketing of the Project shall be done by the Developer directly or through Marketing Agents, brokers, sub-brokers and other agents selected, appointed or discontinued by the Developer.



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- (c) Marketing Cost and Brokerage: The Parties have agreed that the marketing cost and brokerage related to the sale of the Transferable Areas shall be borne by the Developer.
- 8.5. Advocates: All documents of transfer or otherwise shall be such as be drafted by the advocates of the Developer and verified by the advocates of the Owners.
- 8.6. Interest etc. to transferees etc.: In case any liability, interest, damage or compensation is payable to any Transferee or other Person relating to the Project, owing to delay or default on the part of the Developer in compliance of its obligations towards them in accordance with the agreements to be entered with the Transferees, the same shall be payable by the Developer exclusively.
- 8.7. Loans By Transferees: The Transferees shall be entitled to take housing loans for the purpose of acquiring specific Units and Transferable Areas from banks, institutions and entities granting such loans. The Owners and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents etc. as be required in this regard by such banks, institutions and entities. Provided That there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Project/Project Land except the Unit and appurtenances under Transfer and save those occasioned due to cancellation of the agreement with the Transferee.
9. **EXTRAS AND DEPOSITS, FINANCIALS AND SECURITY DEPOSIT**
- 9.1. The Owners shall be entitled to (a) the Owner's Revenue Share and the Developer shall be entitled to (a) the Developer's Revenue Share on the entirety of the Sales Revenue.
- 9.2. Extras and Deposits: The Developer and the Owners agree that the Extras received from the Transferees (as mentioned in Part A of the **THIRD SCHEDULE** hereto) shall belong to the Developer. The Deposits (as mentioned in Part B of the **THIRD SCHEDULE** hereto) shall be initially deposited with Developer and thereafter transferred to the Association. It is being agreed that the Developer shall be exclusively



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entitled to receive the Extras (as mentioned in Part A of the **THIRD SCHEDULE** hereto) subject to fixed amount of Rs 300 per square feet on super built up area. Any amount over and above the said amount shall be shared by the parties in the Agreed Ratio. The Extras shall also be routed through the Collection Account.

- 9.3. Pass Through Charges: The Developer shall be entitled to receive the entirety of the Pass Through Charges. All Pass Through Charges shall be taken separately by the Developer in the name of the Developer alone for the Owners Revenue Share and for the Developer's Revenue Share.
- 9.4. Acknowledgments: The Developer shall be and is hereby authorized to issue receipts on behalf of itself and the Owner for the amounts so received which shall fully bind both the Owners and the Developer provided the treatment of such funds received from the Transferees is in accordance with this Agreement.
- 9.5. Accounts: The Developer shall maintain proper separate accounts pertaining to all the transactions relating to Transfer of the Project and the Extras and Deposits, Pass Through Charges and other amounts received by the Developer in connection therewith. The Developer shall provide copies of such accounts to the Owners within 7 (seven) days from the end of each month. The Accounts shall be settled within 14 days from the end of each month. The Developer shall provide the viewing rights of all the bank accounts as mentioned in Clause 8.2.1 to the Owners immediately on opening of the said bank accounts.
- 9.6. Errors And Omissions: All payments made by the Parties to each other shall be subject to any errors or omissions and the consequent accounting and settlement when detected.
- 9.7. Final Accounts: After fulfillment of this Agreement or at such time as the Parties mutually agree, the final accounts pertaining to the entire period of continuance of this Agreement shall be made and finalized by the Parties.
- 9.8. Security Deposit:



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- (a) The Developer shall pay a sum of Rs. 5,00,00,000/- (Rupees Five Crore only) as an interest free, refundable and/or adjustable security deposit ("**Security Deposit**") to the Owner as follows:
- (i) A sum of Rs. 51,00,000/- (Rupees Fifty One Lakhs only) has been paid by the Developer to the Owners vide cheque Nos. 138937, 138938 & 138939 all dated 25.09.2023 all drawn on HDFC Bank;
 - (ii) A sum of Rs. 2,49,00,000/- (Rupees Two Crore Forty Nine Lakhs only) shall be paid by the Developer to the Owner within 7 days of the Execution Date; and
 - (iii) A sum of Rs. 1,00,00,000/- (Rupees One Crore only) shall be paid by the Developer to the Owners on submission of sanction plan or 12 months from the date of execution of the Agreement, whichever event happens earlier.
 - (iv) Balance sum of Rs. 1,00,00,000/- (Rupees One Crore only) shall be paid by the Developer to the Owners on sanction of plan or 12 months from the date of execution of the Agreement, whichever event happens earlier.
- (b) The Parties agree that the Security Deposit shall be refunded in the following manner:
- i) 10% of the amounts received by the Owners each month shall be utilised towards refund of the Security Deposit upto a maximum sum of Rs 3,00,00,000/- (Three Crore only). The said refund shall be paid within 7 days from the end of the previous month, failing which interest shall be paid by the Owner @ 12 % per annum to the Developer on the amount due.
 - (ii) Balance Rs 2,00,00,000/- (Two Crore only) shall be refunded within 15 days of receipt of the full completion certificate, subject to closure of the construction/finance loan taken by the Developer;



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10. **UNSOLD AREAS, IF ANY, ON COMPLETION**

10.1. In case upon expiry of 12 (twelve) months from the date of Completion of Construction of the Building Complex, there be or remain unsold Transferable Areas (for which no agreement is entered with any Transferee), the Parties may, upon mutual agreed terms divide and allocate separate areas out of such unsold areas (hereinafter referred to as "**the Residual Areas**") and the following terms and conditions shall apply in connection therewith:-

- (a) The Owners and the Developer would be allocated and be entitled to identified units or portions of the Residual Areas, if any, as per 43: 57 to the Owners and the Developer respectively.
- (b) The location of the respective identified areas of the Parties comprised in the Residual Areas shall be identified on mutually agreed terms and the areas so identified for the Owners shall belong to the Owners together with the appurtenant Shares in Land and Common Areas and Installations and the areas so identified for the Developer shall belong to the Developer together with the appurtenant Shares in Land and Common Areas and Installations.
- (c) All Transferable Areas agreed to be transferred or transferred prior to separate identification shall continue to be transferred by the Owners and the Developer, as the case may be, on the relevant terms and conditions mentioned in this Agreement.
- (d) In case, while demarcating and identifying the respective allocations of the Parties as aforesaid, it is found that the areas in any of the Residual Areas cannot be allocated exactly, then the Party receiving less area shall be paid by the Party receiving more area, a mutually agreed monetary compensation therefor based on valuation thereof.



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- (e) The Developer shall deliver the identified separate Owners Residual Areas to the Owners and retain the Developer's Residual Areas for its own use or the use of its Transferees thereof. The Developer shall, by written notice, call upon the Owners to take possession of its Residual Areas as aforesaid. The said Notice from the Developer will also contain a certificate issued by the Project's architect certifying the total area of the Owners Residual Areas and the Unit wise break up thereof.
- 10.2. Transfer of the Residual Areas: The Owners and the Developer shall be entitled to deal with and dispose of their respective Residual Areas to such Persons and at such price/consideration as they may respectively deem fit and proper. The Developer shall not be required to be made a party to the agreements, deeds, etc. with the Transferees of the Owners Residual Areas unless required by the Owners, in which the Developer agrees to join in as party to the said agreements, deeds, etc. The Owners shall be made party to the agreements, deeds, etc. with the Transferees of the Developer (represented by the Developer vide the Power of Attorney to be granted pursuant to this Agreement). Provided However That:-
- (a) The dealings of either Party with regard to their respective Residual Areas shall not in any manner fasten or create any additional financial or monetary liabilities upon the other Party.
- (b) Neither Party shall make any commitment or enter upon any term which is or may be repugnant to or contrary to those contained or otherwise affects or prejudices the scope of the respective rights and obligations of the Parties herein.
- (c) Any transfer by any Party shall be at its own risks and consequences save and except the warranties required to be provided under Applicable Law.
- (d) Common Purposes: Each of the Owners and the Developer and their respective Transferees shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed and adopted for or relating to the Common Purposes of managing, maintaining,



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administering, up-keep and security of the Project and in particular the Common Areas and Installations. Furthermore, while dealing with and/or entering into any agreements and other documents of transfer of their Residual Areas or any part thereof, the Owners and the Developer shall respectively necessarily incorporate all rules, regulations restrictions and conditions framed by the Developer in consultation with the Owners.

- (e) Save as aforesaid all other terms and conditions of this Agreement shall apply *mutatis mutandis*.

11. COMMON PURPOSES AND MAINTENANCE IN-CHARGE

- 11.1. Maintenance In-Charge: The Developer shall upon Completion of Construction of the Project form one or more Maintenance Company and/or Association for the Common Purposes and till then, the Developer or its nominee shall be in charge for the Common Purposes.
- 11.2. Until formation of the Association and handover of the charge of the Common Purposes or any aspect thereof to the Association, the Developer shall be free to appoint different agencies or organizations for any activities relating to Common Purposes at such consideration and on such terms and conditions as the Developer may deem fit and proper in consultation with the Owner. All charges of such agencies and organizations shall be part of the Common Expenses.
- 11.3. Notwithstanding any formation of Association or handover of charge to it, neither the Association nor the members thereof or any Transferee shall be entitled to frame any rule or regulation or decide any condition which may affect any right or privilege of the Parties hereto.

12. FINANCE AND MORTGAGE:

- 12.1 That the Developer shall invest and arrange required finances for construction and Completion of the said Building Complex from its own resources. The Developer shall



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be entitled to arrange construction finance upto a maximum sum of Rs 15,00,00,000 (Fifteen Crore only) upon, (a) sanction of Plans by Kolkata Municipal Corporation and registration of the Building Complex under the RERA and payment of the entire deposit to the Owners, and (b) commencement of construction of the buildings. The said amount to be raised and disbursed to the Developer strictly as per progress of construction and consequential mandate provided by the bank or the financial institution (viz., HDFC, LICHL or like). The Developer shall be entitled to offer security by creating charge upon 58.72% of the Sales Revenue receivable by the Developer in the Distribution Account and no more. Save as permitted as aforesaid, the Developer shall have no right to obtain any finance by keeping security of the Sales Revenue arising therefrom or any part thereof.

12.2 Subject to the above criterion mentioned in clause 12.1 being met, the Owner at the request of the Developer shall deposit its Title Deeds of the Project Land and/or execute deed of mortgage securing to the financing bank/financial institution. PROVIDED THAT 41.28% of the Sales Revenue receivable by the Owners shall not be charged or encumbered in any manner whatsoever and the Owner shall not be nor be made liable for repayment of the loans or any consequence of default in such repayment. Any such construction finance shall be conditioned as follows:-

a. That the entire loan amount to be taken by the Developer shall be utilised only for the purpose of construction of the said Project and quarterly statements containing the outstanding amounts in respect thereof shall be forwarded to the Owner within [7] (seven) days of expiry of a particular financial quarter.

b. That the Developer alone shall be liable to repay entire loans together with interest thereon and other charges to the banks and/or financial institutions and/or private financier and the Owner shall not be liable in any manner for the same.

c. The security for any such construction finance shall be only 58.72% of the Sales Revenue receivable by the Developer and no more and shall not extend to any other borrowing or financial arrangement, if any of the Developer with any banks or financial institution not connected with the construction of the building at the Project Land and shall further not be any security to any guarantee or collateral obligation of the Developer in any manner.



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d. The Developer shall keep the Owners as also the Project Land and/or the said Building Complex absolutely indemnified and harmless against repayment of such loans and advances including interest and all other connected obligations and liabilities and against any loss, damage, cost, claim, demand, action, prosecution or proceeding as may be suffered or incurred by the Owners or any Transferee in this regard. It is clarified that in case owing to any loans or finances obtained by the Developer as aforesaid, the Owners suffers any losses damages actions claims demand or proceedings due to any non repayment or delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of such loan or liability whatsoever, the Developer shall indemnify and keep the Owners fully saved harmless and indemnified in respect thereof.

e. Within 6 (six) months from the stipulated date for completion of construction of the New Buildings by the Developer hereunder, the Developer shall be obligated to get the mortgage, if any created to be released and to get the original Title Deeds of the Project Land released from the concerned lender, if the same is caused to be deposited by the Developer from the Owners with the lender and handover the same to the Owners. It being agreed that if the Developer delays in getting the said documents released then in such event the Developer shall be liable to indemnify and keep the Owners fully saved harmless and indemnified in respect of any loss, damage, cost, claim, demand, action or proceeding that may arise.

13. COVENANTS BY THE OWNERS

13.1. Subject to the Developer complying with its obligations, the Owners do hereby covenant with the Developer as follows:-

- (a) The Owners shall not do any act whereby its right, title and interest in the Project Land is prejudicially affected or the Project Land is otherwise encumbered.
- (b) The Owners shall not part with the possession of the Project Land and shall hand over the possession of the Project Land to the Developer as envisaged in this Agreement, after receipt of sanction plan.



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- (c) The Owners shall pay all property taxes, rates and outgoings in relation to the Project Land till the execution of this Development Agreement. On and from the execution of this Development Agreement, all property taxes, rates and outgoings in relation to the Project Land shall be paid by the Developer in a timely and proper manner. However, the electricity costs of HT Line shall be borne by the Owners and any cost of conversion from HT to LT shall also be borne by the Owners. The cost of electricity shall be borne by the Owners till receipt of sanction plan. Further the Security Personnel Charges shall be borne by the Owners, till receipt of sanction plan, however no payment shall be made by the Owners in the cure period as provided in Clause 17.
- (d) The Owners shall allow the representatives of the Developer to visit and/or inspect the Project Land for the purposes of obtaining the Approvals from the relevant Governmental Authority.
- (e) The Owners have agreed to issue two powers of attorney in favour of the Developer to carry out the Developer's obligations under this Agreement. The first power of attorney is for the Developer to obtain all Approvals and for no other purpose. The second power of attorney (to be issued once the actions under the first power of attorney are completed and all Approvals are obtained) shall be for accepting bookings and to sell the Transferable Areas (including execution of sale documents/ deeds) in compliance with this Agreement.
- (f) The Owners shall render all reasonable assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time.

14. COVENANTS BY THE DEVELOPER

14.1. The Developer doth hereby covenants with the Owner as follows:-



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- (a) That the Developer doth hereby agrees and covenants with the Owners not to do any act deed or thing whereby any right or obligation of the Owners hereunder may be affected or the Owners is prevented from making or proceeding with the compliance of the obligations of the Owners hereunder or where there occurs any Encumbrance on the Project Land or the right, title and interest of the Owners to the Project Land is affected.
- (b) That the Developer 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 shall not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.
- (c) That the Developer 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 Owners.
- (d) The Developer will allow the Owners or its representatives, engineers or architects to inspect the construction of the New Buildings so as to assure themselves that the construction is going on as per the specifications mutually agreed and accepted between the Parties and as mentioned in the **FOURTH SCHEDULE** hereto and to collect the sample of the raw-materials for examination in order to satisfy themselves that the construction is being carried out adhering to the description of materials as specified in the **FOURTH SCHEDULE** herein.
- (e) The Developer shall alone hold itself out as the promoter of the Project responsible for construction under the Applicable Laws (including under RERA) and no declaration or statement shall be made by the Developer that may result in the Owners being deemed promoter, either direct or indirectly, in filing with any Government Authority, Project offer documents or otherwise.
- (f) The Developer shall within a reasonable time, provide copies of the Building Plan and the Completion Certificate, upon request of the Owner.



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- (g) The Developer herein, shall be responsible to arrange all finances and/or funds and/or moneys as may from time to time be necessary or required for completing and/or carrying out development of the Project Land and/or construction of the Project and in this respect, the Owners shall not in any manner be liable or responsible.
- (h) The Developer herein shall solely be responsible for the structural stability of the New Buildings and for the soundness of the construction and be liable for all claims and actions, which may arise due to deviation from the Building Plan and/or infringement or violation of the Applicable Law and/or in respect of workmanship or quality of materials used and/or for any delay or default in respect of the construction and completion of the Project and/or for any delay or default pertaining to the Occupancy Certificate and other clearances and permissions in respect of the Project.
- (i) The Developer shall keep the Owners indemnified and harmless against all third party claims and actions arising out of any act of commission or omission on the part of the Developer in relation to its obligations towards the development of the Project Land and/or construction of the Project.
- (j) Defect Liability Period: The defect liability period in respect of the Project shall be 60 (sixty) months from the date of Completion of Construction from the concerned Governmental Authority or as may be provided under Applicable Law, whichever is more. If any defects are observed during the defect liability period on account of the fault in workmanship or quality of materials used or for any other reason, the same shall be rectified and/ or replaced by the Developer at its own costs and expenses. Similar defect liability period shall be given by the Developer to the Transferees in the Project.

15. **GST AND TDS ETC.**

- 15.1. GST and other Taxes: GST or other impositions and taxes (except Income tax) relating to the development and construction of the Project shall be borne and paid by the Developer.



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- 15.2. On and from the date of receipt of completion certificate or handing over of possession of the Transferable Areas to the Transferees, the Transferees shall be responsible to bear and pay the proportionate land revenue, municipal taxes and all other rates, taxes and outgoings and also the monthly maintenance and service charges on account of their respective Transferable Areas.

16. **FORCE MAJEURE**

- 16.1. "**Force Majeure Event**" shall mean an event of (a) fire, draught, flood, earthquake, storm, lightning, pandemic, epidemics, and natural disasters; (b) Explosions or accidents, air crashes; (c) Civil commotion, insurgency, war or enemy action or terrorist action; (d) injunctions, prohibitions, or stay granted by court of law and/or an Arbitrator.

16.2. Notice of Force Majeure Event:

- (a) As soon as practicable and in any case within 7 (seven) days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Party affected by Force Majeure ("**Affected Party**"), if it is rendered wholly or partially unable to perform any of its obligations under the Agreement because of a Force Majeure Event shall notify the other Party ("**Non-Affected Party**") of the same, setting out, inter alia, the following in reasonable detail:
1. The nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof;
 2. The duration or estimated duration of the Force Majeure Event;
 3. The nature of and the extent to which, performance of any of its obligations under the Agreement is affected by the Force Majeure Event;
 4. The measures which the Affected Party has taken or proposes to take to alleviate / mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and,



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5. Any other relevant information concerning the Force Majeure Event, and / or the rights and obligations of the Parties under this Agreement.
- (b) So long as the Affected Party continues to claim to be affected by a Force Majeure Event, it shall provide the Non-Affected Party with periodic (fortnightly / monthly) written reports containing the information in Clause 16.2 (a) above and such other information as the Non-Affected Party may reasonably request.

16.3. Performance of Obligations:

- (a) The Affected Party, to the extent rendered unable to perform any or all of its obligations or part thereof under this Agreement as a consequence of the Force Majeure Event, shall be excused from performance of the obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event. Provided further, nothing contained herein shall absolve the Affected Party from any payment obligations accrued prior to and during the occurrence of the Force Majeure Event.
- (b) The Affected Party shall be excused from performance of such obligations to the extent, it is unable to perform the same on account of such Force Majeure Event provided that:
1. Due notice of the Force Majeure Event has been given to the Non- Affected Party;
 2. The Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be as a result of the Force Majeure Event;
 3. The Affected Party shall continue to perform such of its obligations, which are not affected by the Force Majeure Events and which are capable of being performed in accordance with the Agreement.
 4. Any insurance proceeds received by the Affected Party shall be entirely applied to repair, replace or restore the assets damaged on account of the



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Force Majeure Event, in accordance with good industry practice, unless otherwise agreed to by the Parties.

16.4. Resumption of Performance:

During the period of Force Majeure, the Affected Party, shall, in consultation with the Non-Affected Party, make all reasonable efforts to limit or mitigate effect of Force Majeure Event on performance of its obligations under the Agreement. The Affected Party shall also make efforts to resume performance of its obligations under the Agreement as soon as possible and upon resumption, shall notify the Non-Affected Party of the same in writing.

16.5. Costs:

The Affected Party shall bear its costs, if any, incurred as a consequence of the Force Majeure Event.

16.6. Termination due to a Force Majeure Event:

If a Force Majeure Event subsists for a continuous period of 180 (one hundred eighty) days or more within a continuous period of 365 (three hundred sixty five) days, this Agreement shall stand terminated if mutually agreed by the Parties in writing.

17. **DEFAULTS BY THE DEVELOPER**

17.1. The following events, remaining uncured despite the Owners providing a cure period of 60 (sixty) days from the date of its occurrence, shall be considered as events of default of the Developer:

- (a) Failure to obtain the Approvals (including the sanction of the Building Plans) within the time period mentioned in this Agreement; or
- (b) Failure to consume the entire FAR permissible under Applicable Laws including the Green Building FAR.



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- (c) Failure to construct, erect and complete the Project within the stipulated period or in accordance with Applicable Law; or
- (d) Abandoning the Project prior to Completion of Construction; or
- (e) Repudiating or failing to perform or discharge any of its obligations in accordance with the provisions of this Agreement; or
- (f) Failing to deposit any part of the Sales Revenue in respect of the Project in the Collection Account, RERA Account or the Distribution Account; or
- (g) Causing the bank in which the Distribution Account is opened to not apply the funds therein in the manner stipulated in this Agreement; or
- (h) The Developer has been adjudged as bankrupt or become insolvent or finally wound up; or

17.2. In case of an event of default under Clause 17.1(a) and (b) above, the Owner shall provide a further grace period of 6 months on payment of damages to the tune of Rs 6,00,000/- (Rupees Six lakh only) per month and the the balance Security Deposit shall also be paid simultaneously on expiry of 12 months from the date of execution of the Agreement. However, if the default as provided in Clause 17.1(a) continues, then in such an event the Owners shall terminate this Agreement on expiry of the above grace period . On termination the Owners shall forfeit an amount of Rs. 1,00,00,000/- (Rupees One Crore only) from the Security Deposit and the balance shall be refunded to the Developer.

17.3. In case of an event of default under Clause 17.1(b) above, the Owners shall terminate this Agreement on expiry of cure period on the terms as mentioned hereinabove .

17.4. In case of an event of default under Clauses 17.1 (c) to (h), the Owners may either (a) levy a sum of Rs. 20,00,000/- (Rupees Twenty lakhs only) per month as pre-determined



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compensation for the period during which the Developer's event of default continues subject to a maximum of 8 (eight) months, and/or (b) take over the unfinished works in the Project and to complete the same at the costs and expenses of the Developer together with pre-determined damages liquidated at 25% (twenty five percent) of such costs and expenses (including interest expenses) incurred for completing the unfinished works in which event the liability to pay daily pre-determined compensation as above shall cease and the Developer shall not interfere with the decision and activities of the Owner in this regard and/or (c) terminate this Agreement forthwith. The termination herein shall be applicable only in respect of Clause 17.1 (d) to (h), however the cure period for the purpose of termination in respect Clause 17.1(d), (e) and (h) shall be 6 (six) months.

- 17.5. The benefits of all Approvals in respect of the works taken over by the Owner shall stand assigned in favour of the Owners without any cost.
- 17.6. In case of such takeover by the Owners, the Developer's Revenue Share shall be exclusively received by the Owners and after adjusting (i) the said costs and expenses incurred by the Owners for completing the unfinished works out of the Developer's Revenue Share and (ii) the pre-determined liquidated damages and (iii) all claims fines penalties interest etc. imposed or levied by the Transferees or any third party etc., the balance Developer's Revenue Share (if any) shall be made over to the Developer. The deficit(if any) shall be paid by the Developer to the Owner, within 7 days of raising demand by the Owners, failing which interest shall be paid @ 12% per annum on the amount dues.
- 17.7. In case of termination of this Agreement by the Owners, the Project Land shall stand reverted and vested unto the Owners on an as is where is basis.

18. **UNILATERAL CANCELLATION:**

Except as provided above, neither Party hereto can cancel or rescind this Agreement at any time.

19. **OTHER TERMS AND CONDITIONS:**



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PATNA
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- 19.1. Indemnity By Owners: At all times hereafter the Owner hereto shall indemnify and agree to keep the Developer, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising due wilful and negligent misrepresentation of the Owners in relation to the obligation of the Owners contained herein.
- 19.2. Indemnity By Developer: At all times hereafter the Developer hereto shall indemnify and agree to keep the Owners, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Owners and arising due to (a) delay, failure and/or refusal to complete the Project in accordance with this Agreement and Applicable Law, (b) any representation of the Developer being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the performance by the Developer of its obligations contained in this Agreement.
- 19.3. Easement Rights: The Developer shall provide a perpetual easement right of 20 feet wide to the occupier(s) of Municipal Premises No. 20 New Tangra Road, Kokata 700046 from the Project Land.
- 19.4. No Transfer: Nothing in this Agreement shall be construed or deemed to be construed as a sale, transfer, assignment or conveyance in law by the Owners of the Project Land or any part thereof to the Developer, or as creating any right title or interest in respect thereof in favour of the Developer, save the right to undertake development as per this Agreement.
- 19.5. No Partnership Or AOP: The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an Association of Persons (AOP).
- 19.6. Waivers: Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect,



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SIVASIKHAR, JHARKHAND
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diminish or prejudice the rights of such Party to require performance of that provision. A waiver on any occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.

- 19.7. Entire Agreement: This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written oral or implied.
- 19.8. Part Unenforceability: If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.
- 19.9. Modifications: No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by the Owner and the Developer.
- 19.10. Execution In Duplicate: This Agreement is being executed in Duplicate, one counterpart each whereof shall be retained by the Owner and the Developer (the original registered version to be retained by the Developer) and each copy whereof shall be deemed to be the original.
- 19.11. Choice Of Remedies: It is clarified that the exercise of any one or more remedy by any Party shall not be or constitute a bar for the exercise of any other remedy by the concerned party at any time. Furthermore, the liability of the Owner or the Developer to pay interest at the rate and in terms of the other clauses of this Agreement shall



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continue for the entire duration until payment/repayment of the respective entire dues irrespective of the exercise of the other remedies by the other party and without affecting the other liabilities of the defaulting party hereunder.

19.12. Notices:

- (a) Any notice, consent, request, demand, approval or other communication to be given or made under or in connection with this Agreement shall be in English, in writing and signed by or on behalf of the Party issuing it and shall at the below mentioned coordinates.

For the Owners

Name: Damodar Prasad Tulsyan
Address: 70/1 Tiljala Road, Kolkata 700046
Email: info@tulsyanmarbles.com
Phone No.: 9831004862/9163444555

For the Developer

Name: Anant Nathany
Address: 789 Anandpur, Kolkata 700107, Unit 1402, 14th Floor
Email: anant@srijigroup.com
Phone No.: 9831656951

- (b) Method of Service: Service of a Notice must be effected by one of the following methods:

1. by hand to the relevant address set out above and shall be deemed served upon delivery if delivered during a business day, or at the start of the next business day if delivered at any other time; or
2. by registered/ speed post to the relevant address set out above and shall



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be deemed served at the start of the 2nd (second) business day after the date of posting; or

3. by electronic mail to the relevant e-mail address set out above and shall be deemed served upon being sent to the e-mail of the addressee.

19.13. Arbitration: All disputes and differences between the Parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/or the Project Land or determination of any liability shall be at the first instance be solved by the Parties through mutual consultations. If such disputes and differences are not resolved through mutual consultations within 30 days, then the same shall be referred to arbitration and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment for the time being in force. The seat and venue of such arbitration shall be Kolkata. In connection with the said arbitration, the parties have agreed and declared as follows:

- (a) The Arbitration Tribunal shall have summary powers and will be entitled to lay down their own procedure.
- (b) The Arbitration Tribunal will be at liberty to give interim orders and/or directions.
- (c) The parties agree to abide by all their directions and/or awards.

19.14. Jurisdiction: Only the Courts at Kolkata shall have the jurisdiction to entertain try and determine all actions and proceedings between the Parties hereto relating to or arising out of or under this Agreement or connected therewith including the arbitration as provided hereinabove.





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सोलापूर जिल्हा न्यायालय
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THE FIRST SCHEDULE ABOVE REFERRED TO:**(Project Land)**

ALL THAT ALL THAT piece and parcel of land admeasuring 5 Bighas 13 Cottahs and 19 Sq.ft. be the same a little more or less with buildings, sheds, quarters and other structures admeasuring 62,013 sq. ft. more or less standing thereon situate lying at and being Premises No.22, New Tangra Road, Post Office & Police Station – Tangra, under Ward No. 58 of the Kolkata Municipal Corporation comprised in Holding No. 19 and 18 (formerly 11D & 11E) in Sub- Division-L, Division-IV in Mouza Panchannagram, Registration District Alipore, Sub Registration Office Sealdah, butted and bounded in the manner following, i.e., to say:-

ON THE NORTH – Partly by the land and house of S.K.Enayatullah, partly by land and house of Charu Bhusan Dala and others and partly by the house of Pran Krishna Khan and Gokul Chandra Khan and partly by premises No.4, Chingrighatta Lane and partly by the land belonging to Kshettra Hari Sarkar;

ON THE SOUTH – Partly by Premises No. 20, and partly by the House of Jugal Chandra Biswas and others;

ON THE EAST – Partly by land belonging to S Moslem and partly by the land belonging to Kshettra Hari Sarkar; and

ON THE WEST – Partly by the house of Pran Krishna Khan and Gokul Chandra Khan partly by Premises No .4, Chingrighatta Lane partly by New Tangra Road and partly by the house of Jugal Chandra Biswas and others.

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



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SOLAPUR MAHARASHTRA
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THE SECOND SCHEDULE ABOVE REFERRED TO:

(Common Areas and Installations)

1. The staircases, lifts, staircase lobbies, lift lobbies, ground floor lobbies, fire escapes and common entrances and exits of the building/s with common lighting.
2. The roof/terraces, parks, play areas, etc.
3. Installations of central services such as electricity, water and sanitation, air-conditioning system, water conservation, intercom facility, cable connection and renewable energy;
4. The pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
5. All common facilities as provided in the said project at the Project Land.
6. All facilities and amenities as may be provided in the Club/Recreation Centre including the gymnasium, banquet hall, library, indoor games, etc.
7. Swimming Pool if any
8. Overhead and underground water reservoirs
9. Lift machine rooms
10. Landscaped areas
11. Transformers, Generators and CESC Utility Areas
12. Fire-fighting system
13. Facility Managers' Office, Association Room, Store Rooms, Security Guards Change Room, common toilets – all on the Ground Floor



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Gurgaon Haryana
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14. Driveways and pathways (not being areas earmarked by the Developer as car parking spaces).

THIRD SCHEDULE
(Extras and Deposits)

Extras

The Developer shall charge the Transferees the following amounts as Extras:

1. H.T./L.T./Transformer Charges
2. Generator Charges – As per requirement
3. Legal & Documentation Charges
4. Association formation charges
5. Club Establishment Charges/ Club Admission charges
6. Mutation Facilitation Charges
7. Amenities/Facilities Charges

Deposits

The Developer shall take from the Transferees the following Deposits:

1. Sinking Fund (Interest Free)
2. Advance Maintenance Deposit (for such period as Developer may reasonably decide) Interest Free.
3. Advance Property Taxes



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SHIMOGA MUDRE
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FOURTH SCHEDULE
(PROPOSED SPECIFICATIONS)

RCC Framed Structure with Piling foundation as per recommendation of Consultant with anti-termite treatment in foundation

External & Internal Walls:

External wall of 8 inches eco-friendly premium brick work with AAC Blocks and/or Red Bricks with good quality weather proof emulsion paint. All internal walls of 5 inches thick AAC Blocks and/or Red Bricks with high quality plaster of paris finish or as per Architect Design

Ground Floor Main Entrance Lobby:

Beautifully decorated and painted as per Architect Design

Doors and Hardware:

- Main Door - Good quality Flush Door, with Godrej lock or equivalent make, premium handle and eye hole
- Other doors - good quality flush doors with lock

Windows:

Anodized/powder coated aluminum with clear glazing or UPVC window

Flooring:

Bedrooms/Living/Dining/Balcony- Vitrified tiles of Kajaria or equivalent.

Kitchen:

- Flooring - Anti skid ceramic tiles of Kajaria or equivalent.
- Counter - Granite slab with a stainless steel sink, wall tiles up to 2 ft. height over the granite counter

Toilet:

- Flooring- Anti skid ceramic tiles of Kajaria or equivalent.



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- Wall-Dado in ceramic tiles of Kajaria or equivalent up to door height
- Sanitary ware of Parryware/Jaquar or equivalent brand
- C P Fittings from Jaquar or equivalent make

- Hot and cold water lines provision

Electricals:

- Concealed copper wiring with modular switches of reputed make
- Provision for exhaust fan in toilets and kitchen
- Plug points for geyser in toilets
- Plug points for chimney, water purifier and refrigerator in the kitchen
- TV and telephone points, DTH cabling in the living and dining area and master bedroom
- Adequate power back up, at an additional cost

Lifts:

- Modern Elevator of reputed make

Elevation:

- Modern elevation conforming to contemporary design as per Architects scheme



DISTRICT SUB REGISTRAR-II
സംസ്കാര സെക്ഷൻ
26 SEP 2023

FIFTH SCHEDULE**(Devolution of Title)**

1. By a Deed of Conveyance dated 6th day of September, 1947 one Mangalmoyee Ghosh therein referred to as the Vendor of the First Part and Paresh Chandra Ghosh therein referred to as the second party of the Second Part and Choonilal Ghosh and Benode Krishna Ghosh therein collectively referred to as the Confirming Party of the Third Part and one Hindusthan Gas Company Limited therein referred to as the Purchaser of the Fourth Part and registered in the office of the Sub Registrar at Alipore and recorded in Book No.1, Volume No.92, Pages 121 to 151 being No.3071 for the year 1947 the said Mongolmoyee Ghosh at the consideration and on the terms and conditions therein mentioned sold, granted, transferred, conveyed, assigned and assured ALL THAT 5 Bighas 13 Cottahs and 19 Sq.ft. be the same a little more or less situate lying at and being Premises No.22, New Tangra Road (hereinafter referred to as the subject property) unto and in favour of the said Hindusthan Gas Company Limited.
2. By a fresh Certificate of Incorporation consequent upon change of name issued by the Additional Registrar of Companies, West Bengal the name of Hindusthan Gas Company Limited was changed to Hindustan Gas & Industries Limited with effect from 15th November, 1961 and by another fresh Certificate of Incorporation consequent upon change of Name issued by the Additional Registrar of Companies, West Bengal the name of Hindustan Gas & Industries Limited was further changed to HGI Industries Limited with effect from 24th July, 1998.
3. By an Indenture of Conveyance cum Assignment dated 13th February, 2002 made between HGI Industries Limited, therein referred to as the Vendor and Hindustan Files Ltd. therein referred to as the Purchaser and registered with Additional Registrar of Assurances I, Calcutta in Book No. I, Volume No.I, Pages 1 to 23 being No. 4518 for the year 2002 the said HGI Industries Limited for the consideration mentioned therein sold, granted, transferred, conveyed, assigned and assured unto inter alia the Subject Property in favour of Hindustan Files Limited free from all encumbrances and charges.



DISTRICT SUB REGISTRAR-III
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26 SEP 2023


4. By a fresh Certificate of Incorporation consequent upon change of name issued by the Registrar of Companies, Maharashtra, Mumbai the name of Hindustan Files Limited was changed to J.K. Files (India) Limited with effect from 5th October, 2009.
5. By a fresh Certificate of Incorporation consequent upon change of name issued by the Registrar of Companies, Maharashtra, Mumbai the name of J.K.Files (India) Limited was changed to J.K. Files & Engineering Limited with effect from 10th November, 2021.
6. By an Indenture of Conveyance dated 25th March, 2022 made between J.K. Files & Engineering Limited therein referred to as the Vendor and Ekdanta Niketan Private Limited, Lambodar Estates Private Limited & Damodar Properties Private Limited therein referred to as the Purchasers and registered with the District Sub Registrar IV at Alipore and recorded in Book No. 1, Volume No. 1604-2022, Pages 111456 to 111488 and being No. 160403179 for the year 2022 the said J.K. Files & Engineering Limited for the consideration mentioned therein sold, granted, transferred, conveyed, assigned and assured unto inter alia the Subject Property in favour of Ekdanta Niketan Private Limited, Lambodar Estates Private Limited & Damodar Properties Private Limited (the Owners herein) free from all encumbrances and charges.



DISTRICT SUB REGISTRAR-II
SOUTH BANGALORE M-08RE
26 SEP 2023

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

EXECUTED AND DELIVERED by the above named OWNERS at Kolkata in the presence of:

1. 
61A, Middleton Street
Kolkata - 700071

2. Laluj Tuljau
70/1, Tijiaba Road
Kolkata - 700046

Damodar Properties Pvt. Ltd
Ekjanta Niketan Pvt. Ltd
Lambodar Estates Pvt. Ltd

Authorized Signatory/Director

EXECUTED AND DELIVERED by the above named DEVELOPER at Kolkata in the presence of:

1. 

2. Laluj Tuljau

SRIJI GOPALJI ENCLAVE LLP

Authorized Signatory

Drafted by:



Advocate

M/s. Samyakk Attorneys, Solicitors and
Advocates, 85A, Sarat Bose Road, Kolkata - 700
026.

Enrollment No.: F/491/608/2020



DISTRICT SUB REGISTRAR-II
BANGALORE
26 SEP 2023

SPECIMEN FORM FOR TEN FINGERPRINTS



Khemmitti

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Karanpransh

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Pravakar Das

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



DISTRICT BUS REGISTRATION
सोलुपूर न्यायालय
26 SEP 2023

Major Information of the Deed

Deed No :	I-1603-15560/2023	Date of Registration	03/10/2023
Query No / Year	1603-2002359909/2023	Office where deed is registered	
Query Date	16/09/2023 5:00:25 PM	D.S.R. - III SOUTH 24-PARGANAS, District:	South 24-Parganas
Applicant Name, Address & Other Details	PRAVAKAR DAS 85A, Sarat Bose Road, Jyoti Vihar, 3rd Floor, Thana : Bhawanipore, District : South 24-Parganas, WEST BENGAL, PIN - 700026, Mobile No. : 7501785960, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 51,00,000/-]		
Set Forth value	Market Value		
	Rs. 27,23,91,698/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,121/- (Article:48(g))	Rs. 51,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Tangra, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: New Tangra Road, , Premises No: 22, , Ward No: 058 Pin Code : 700047

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	5 Bigha 13 Katha 19 Sq Ft		24,41,37,025/-	Property is on Road
Grand Total :				186.4935Dec	0 /-	2441,37,025 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	62013 Sq Ft.	0/-	2,82,54,673/-	Structure Type: Structure
Gr. Floor. Area of floor : 62013 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		62013 sq ft	0 /-	282,54,673 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	EKDANTA NIKETAN PRIVATE LIMITED 70/1 Tiljala Road, City:- , P.O:- Tiljala Road, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:-700046 . PAN No.:: AAxxxxxx2E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

2	LAMBODAR ESTATES PRIVATE LIMITED 70/1 Tiljala Road, City:- , P.O:- Tiljala Road, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046 , PAN No.:: AAxxxxxx0G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
3	DAMODAR PROPERTIES PRIVATE LIMITED 70/1 Tiljala Road, City:- , P.O:- Tiljala Road, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046 , PAN No.:: AAxxxxxx3D,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	SRIJI GOPALJI ENCLAVE LLP 789, Anandapur, 14th Floor, Unit No.- 1402, City:- , P.O:- Anandapur, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 , PAN No.:: AExxxxxx7H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr DAMODAR PRASAD TULSYAN Son of Late B N Tulsyan Flat 6E, 34, Ballygunge Circular Road, City:- , P.O:- Ballygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , PAN No.:: abxxxxxx7m, Aadhaar No: 75xxxxxxxx1702 Status : Representative, Representative of : EKDANTA NIKETAN PRIVATE LIMITED (as Director), LAMBODAR ESTATES PRIVATE LIMITED (as Director), DAMODAR PROPERTIES PRIVATE LIMITED (as Director)
2	Mr ANANT NATHANY (Presentant) Son of Mr Rajesh Nathany 10A, Ballygunge Circular Road, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , PAN No.:: acxxxxxx7r, Aadhaar No: 83xxxxxxxx9317 Status : Representative, Representative of : SRIJI GOPALJI ENCLAVE LLP (as Authorised signatory)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Pravakar Das Son of Mr Sankar Das Nabagram, City:- Howrah, P.O:- Nabagram, P.S:-Shyampur, District:- Howrah, West Bengal, India, PIN:- 711315			
Identifier Of Mr DAMODAR PRASAD TULSYAN, Mr ANANT NATHANY			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	EKDANTA NIKETAN PRIVATE LIMITED	SRIJI GOPALJI ENCLAVE LLP-62.1645 Dec
2	LAMBODAR ESTATES PRIVATE LIMITED	SRIJI GOPALJI ENCLAVE LLP-62.1645 Dec
3	DAMODAR PROPERTIES PRIVATE LIMITED	SRIJI GOPALJI ENCLAVE LLP-62.1645 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	EKDANTA NIKETAN PRIVATE LIMITED	SRIJI GOPALJI ENCLAVE LLP-20671.00000000 Sq Ft
2	LAMBODAR ESTATES PRIVATE LIMITED	SRIJI GOPALJI ENCLAVE LLP-20671.00000000 Sq Ft
3	DAMODAR PROPERTIES PRIVATE LIMITED	SRIJI GOPALJI ENCLAVE LLP-20671.00000000 Sq Ft

Endorsement For Deed Number : I - 160315560 / 2023

On 26-09-2023

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

Presented for registration at 16:50 hrs on 26-09-2023, at the Private residence by Mr ANANT NATHANY ,,

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 27,23,91,698/-

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

Execution is admitted on 26-09-2023 by Mr DAMODAR PRASAD TULSYAN, Director, EKDANTA NIKETAN PRIVATE LIMITED, 70/1 Tiljala Road, City:-, P.O:- Tiljala Road, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046; Director, LAMBODAR ESTATES PRIVATE LIMITED, 70/1 Tiljala Road, City:-, P.O:- Tiljala Road, P.S:- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046; Director, DAMODAR PROPERTIES PRIVATE LIMITED, 70/1 Tiljala Road, City:-, P.O:- Tiljala Road, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700046

Identified by Mr Pravakar Das, , Son of Mr Sankar Das, Nabagram, P.O: Nabagram, Thana: Shyampur, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711315, by caste Hindu, by profession Service

Execution is admitted on 26-09-2023 by Mr ANANT NATHANY, Authorised signatory, SRIJI GOPALJI ENCLAVE LLP, 789, Anandapur, 14th Floor, Unit No.- 1402, City:-, P.O:- Anandapur, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107

Identified by Mr Pravakar Das, , Son of Mr Sankar Das, Nabagram, P.O: Nabagram, Thana: Shyampur, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711315, by caste Hindu, by profession Service



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 27-09-2023

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 51,053.00/- (B = Rs 51,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by by online = Rs 51,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/09/2023 5:33PM with Govt. Ref. No: 192023240233972228 on 25-09-2023, Amount Rs: 51,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 5060137414739 on 25-09-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/09/2023 5:33PM with Govt. Ref. No: 192023240233972228 on 25-09-2023, Amount Rs: 75,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 5060137414739 on 25-09-2023, Head of Account 0030-02-103-003-02



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 03-10-2023

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 51,053.00/- (B = Rs 51,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-

Payment of Stamp Duty

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

Description of Stamp

1. Stamp: Type: Impressed, Serial no 7460, Amount: Rs.100.00/-, Date of Purchase: 12/09/2023, Vendor name: Subhankar Das



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

1 - 2

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Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1603-2023, Page from 428512 to 428572
being No 160315560 for the year 2023.



Debasish Dhar

Digitally signed by Debasish Dhar
Date: 2023.10.13 17:06:17 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 13/10/2023
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.