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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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

Additional Registrar of Assurances-IV, Kolkata

15/07
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Additional Registrar of Assurances-IV, Kolkata

9 JUL 2024

JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT made this 9th day of July Two Thousand and Twenty-Four;

BY AND BETWEEN:

[1] PANCHWATI INFRACON PRIVATE LIMITED, (PAN- AAGCP9164M), [2] LINTON TOWERS PRIVATE LIMITED (PAN-AACCL3830A), [3] SAGAM DEVCON PRIVATE LIMITED (PAN-AASCS4634D), [4] QUEEN DEALERS PRIVATE LIMITED (PAN- AAACQ2316G), [5] ZALJOG COMPLEX PRIVATE LIMITED (PAN- AAACZ6297R), [6] WINSHER REALTORS PRIVATE LIMITED (PAN- AABCW3217B), [8] TOPMOST COMPLEX PRIVATE LIMITED (PAN-AAECT4834A), [9] SHIVPARIWAR DEVELOPERS PRIVATE LIMITED (PAN-AASCS3728A), [10] MOTILAL HIRISE PRIVATE LIMITED (PAN- AAICM3109P), [11] THISTLE COMPLEX PRIVATE LIMITED (PAN-AAFCT6024M), [12] LINKPLAN PROPERTIES PRIVATE LIMITED (PAN- AACCL3865B), [13] LUCKY HIRISE PRIVATE LIMITED (PAN-AACCL3905A), [14] MANGALMAYEE REALTORS PRIVATE LIMITED (PAN- AAICM3243L), all are the companies incorporated under the provision of the Companies Act 2013 and having their registered office at Diamond Harbour Road, Post Office- Joka, Police Station- Bishnupur, South 24 Parganas- 700104, all are represented by their Authorised Signatory Mr. Jitendra Kumar Singh (PAN-ENOPS1448K), son of Late Ramchabila Singh, residing at 2 No. Dakshinpara 3rd Lane, P.O. Morepukur, P.S. Rishra, Hooghly-712250, hereinafter collectively referred to as the "OWNERS" (which term or expression shall unless be excluded by or repugnant to the subject or context shall be deemed to mean and include its/their successors-in-interest, successors-in-office, successors and/or assigns) of the FIRST PART.

AND

DTC PROJECTS PRIVATE LIMITED, [CIN. U51909WB1995PTC067230] [PAN **AAECS1016K**] a company within the meaning of the Companies Act 2013, having its registered office at 1, Netaji Subhash Road, P.O. GPO, P.S. Hare Street, Kolkata 700001, represented by its Authorised Signatory Mr. Ravi Khaitan, son of Mr. Nirmal Kumar Khaitan

having PAN ALLPK0522D, residing at 152/2, Block -B, Bangur Avenue, Kolkata 700055, hereinafter referred to as '**the Developer**', (which term or expression shall, unless excluded by or repugnant to the subject or context or meaning thereof, mean and include its successor or successors in interest and assigns) of the **SECOND PART**;

"Parties" shall mean collectively the Owners and the Developer and "Party" means either the Owners or the Developer.

WHEREAS:

- A.** The Owners claims to be seized, possessed and otherwise well and sufficiently entitled to of **all that** the pieces and parcels of Land measuring **110.0704 Decimals** more or less having rayati rights therein and comprised in **L.R. Dag No. 811** measuring **8.572 Decimals** more or less, **L.R. Dag no. 815** measuring about **21.4600 Decimals** more or less, **L.R. Dag No. 825** measuring **80.0384 Decimals** more or less, all corresponding to several khatians and all lying and situated at Mouza - Chakrajumolla, J.L. No.18, within the territorial jurisdiction of Bishnupur Police Station and within the local limits of Rasapunja Gram Panchayat and in the District of 24 Parganas (South) and became entitled to record their names in the records of right of the Government of West Bengal and also became entitled to mutate their names in the records of the Rasapunja Gram Panchayat upon payment of proportionate rates and taxes as applicable (hereinafter referred to as the **First Land**).
- B.** The Developer claims to be seized, possessed and otherwise well and sufficiently entitled to of **all that** the pieces and parcels of Land measuring **5.712 Decimal** more or less comprised in **L.R. Dag No. 811** lying and situated at Mouza - Chakrajumolla, J.L. No.18, within the territorial jurisdiction of Bishnupur Police Station and within



Government of West Bengal
GRIPS 2.0 Acknowledgement Receipt
Payment Summary



080720242011081637

GRIPS Payment Detail

GRIPS Payment ID:	080720242011081637	Payment Init. Date:	08/07/2024 15:43:14
Total Amount:	100908	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	977875555017	BRN Date:	08/07/2024 15:43:57
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr Ravi Khaitan
Mobile: 9830339883

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192024250110816388	Directorate of Registration & Stamp Revenue	100908
Total			100908

IN WORDS: ONE LAKH NINE HUNDRED EIGHT ONLY.

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





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



192024250110816388

GRN Details

GRN: 192024250110816388 Payment Mode: SBI Epay
GRN Date: 08/07/2024 15:43:14 Bank/Gateway: SBlePay Payment Gateway
BRN : 9778755555017 BRN Date: 08/07/2024 15:43:57
Gateway Ref ID: 20497683 Method: State Bank of India WIBMO PG DC
GRIPS Payment ID: 080720242011081637 Payment Init. Date: 08/07/2024 15:43:14
Payment Status: Successful Payment Ref. No: 2001739892/33/2024
[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr Ravi Khaitan
Address: I, N.S Road, Kolkata-700001
Mobile: 9830339883
Period From (dd/mm/yyyy): 08/07/2024
Period To (dd/mm/yyyy): 08/07/2024
Payment Ref ID: 2001739892/33/2024
Dept Ref ID/DRN: 2001739892/33/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001739892/33/2024	Property Registration- Stamp duty	0030-02-103-003-02	74901
2	2001739892/33/2024	Property Registration- Registration Fees	0030-03-104-001-16	26007
			Total	100908

IN WORDS: ONE LAKH NINE HUNDRED EIGHT ONLY.

PAID

the local limits of Rasapunja Gram Panchayat and in the District of 24 Parganas (South) and became entitled to record their names in the records of right of the Government of West Bengal and also became entitled to mutate its names in the records of the Rasapunja Gram Panchayat upon payment of proportionate rates and taxes as applicable (hereinafter referred to as the **Second Land**). The First Land and the Second Land i.e. **All That** the pieces and parcels of Land measuring **115.7824 Decimals** more or less are hereinafter collectively referred to the **Said Land** which is morefully and particularly described and mentioned in **First Schedule**, hereunder written).

- C. The Developer is carrying on business of construction and development of real estate and the Developer has infrastructure and expertise in this field and can also market the constructed spaces in the buildings proposed to be completed and/or constructed on the Said Land to intending transferees. The Developer has the necessary resources to complete the Project and to make arrangements for the funds required for the same and the Developer has the financial capability to carry out, complete and finish the Project.
- D. Pursuant to the decision of the Owners to develop the Said Land, discussions were held with the Developer for taking up the development of the Said Land by construction of an integrated housing project thereon, comprising of various types of Row Houses and/or Bungalows and/or Villas and/or residential apartments, car parking spaces, other spaces and various common areas and facilities to be constructed thereat and commercial exploitation of the same (**collectively Project**).

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

ARTICLE - I

INTERPRETATION

1.1 In this Agreement, unless there be something contrary or repugnant to the subject or context,

- i) **"Security Deposit"** shall mean the amount to be deposited by the Developer with the Owners for the purposes as hereinafter stated to be refundable by the Owners to the Developer;
- ii) **"Agreed Ratio"** shall mean the ratio of sharing or distribution in Realizations and several other matters referred to herein between the Owners and the Developer as contained herein;
- iii) **"Agreement"** shall mean this Agreement along with all annexures and schedules attached hereto and all instruments supplemental to or in amendment or furtherance or confirmation of this Agreement, entered into in writing, in accordance with its terms contained herein;
- iv) **"Applicable Laws"** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directives of any Governmental Authority or person acting under the authority of any Governmental Authority and/or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;

- v) **"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 Plans, construction, development, Ownership, management, operation, implementation and completion of the Project, including any Completion Certificate and any Occupancy Certificate;
- vi) **"Architect"** shall mean such person or persons and/or firm or firms who may be appointed by the Developer from time to time at its own costs for preparation drawing and designing of the Plans and planning and supervision of the construction of the Project on the Said Land and for all matters which are connected therewith and/or incidental thereto;
- vii) **"Built-up Area"** in respect of any unit shall mean the plinth area of such unit and include, the thickness of the external and internal walls thereof and the columns therein PROVIDED THAT if any walls or column be common between two units then only one-half of the area under such walls or column be included in each such unit.
- viii) **"Car Parking Areas"** shall mean areas either enclosed or unenclosed covered or open excluding open car parking areas reserved for common areas and facilities to park vehicles located at any level having sufficient drive way as

- sanctioned by the competent authority and includes all types of car parking areas sanctioned by the competent authority.
- ix) **"Carpet Area"** shall mean the net usable floor area of the Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah areas and exclusive open terrace areas, but includes the area covered by the internal partition walls of the Unit, as more particularly defined in the Real Estate (Regulation & Development) Act, 2016.
- x) **"Common Areas, Installations and Facilities"** shall mean the areas, facilities and amenities in the proposed building(s) to be constructed on the Said Land and such portions of the Said Land earmarked for common use and enjoyment of the Intending Transferees of the units and shall include corridors, stairways, landings, lobbies, entrances, exits / gates, passageways, driveways, pathways, lifts, shafts / ducts, drains, sewers, pits, machine room, store room, caretaker room, electrical wires, generators, transformers, electric meters or other equipment rooms, common toilets, other spaces, overhead tank, ultimate roof, water tanks / reservoirs, pumps, motors, tube wells, pipes, plumbing, water filtration plant, periphery walls, parapet walls, projections, foundation, columns, supports, facilities, whatsoever, required for the use, enjoyment, establishment, maintenance and/or management of the building(s) and other structures to be constructed on the Said Land and/or the common facilities or any of them, as the case may be;
- xi) **"Common Expenses"** shall mean and include all expenses to be incurred for the management, maintenance, upkeep and administration of the building(s).

other structures and the Said Land and in particular the Common Areas, Installations and Facilities and all other Common Purposes and for rendition of services in common to the purchasers / holders of Units therein.

- xii) "**Common Purposes**" shall mean and include the purposes of managing, maintaining and up-keeping of the Complex (and in particular the Common Areas, Installations and Facilities), rendition of services in common to the Intending Transferees, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Intending Transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas, Installations and Facilities, in common;
- xiii) "**Completion**" in respect of the Project shall mean the completion of the development of the Project as evidenced by the completion/ occupancy certificate issued by the appropriate statutory authority.
- xiv) "**Complex**" shall mean the block(s) of buildings and other structures comprising of various independent units capable of being independently and exclusively held, used, owned and enjoyed by a person, to be constructed on the Said Land by the Developer in accordance with the Plans and, wherever the context so refers or permits, shall include the Parking Spaces, the Common Areas Installations and Facilities and other areas or spaces to be constructed by the Developer on the Said Land and shall also include the Said Land;

- xv) **"Developer's Allocation"** according to the context shall mean 82.5% (Eighty-Two Point Five percent) of the Realizations which shall belong to the Developer and shall include all other properties and rights belonging to the Developer in terms hereof;
- xvi) **"Encumbrance"** shall mean any mortgage, lien, charge, non-disposal or any other restrictive covenant or undertaking, right of pre-emption, easement, attachment or process of court, burdensome covenant or condition and/or any other arrangement which has the effect of constituting a charge or security interest or other third party right or interest or negative lien which could affect carrying out of the Project and/or the construction and development and/or Ownership of the Complex;
- xvii) **"Extras and Deposits"** shall mean the amounts mentioned in **FIFTH SCHEDULE** hereunder written.
- xviii) **"Force Majeure"** shall mean any event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any acts, omission, breach or violation by such Party or any of its obligations under this Agreement but which arises from, or is attributable to acts of God, natural calamities, accidents, pandemic, epidemic, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightning, cyclone, typhoon, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of

power supply, war, military operations, riot, crowd disorder or other industrial action, strike, terrorist action, civil commotion, delays due to political unrest, municipal, general or other elections, any legislation, regulation, ruling or omissions (including delay or failure to grant any necessary permission or sanctions for reasons outside the control of either Party) or any Government or Court Order;

- xix) **"Intending Transferees"** or **Transferees** shall according to the context, mean all persons who have from time to time entered into agreement with the Developer for the purpose of acquiring any unit in the Complex, and shall mean and include the parties hereto in respect of those units for which no transferee has entered into any agreement with the Developer.

- xx) **"Maintenance Organisation/Association"** shall mean the Association of all unit Owners to be formed in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972, responsible to carry out and look after the maintenance management and upkeep of the Complex and the Said Land particularly, and in general, the Common Areas, Installations and Facilities.

- xxi) **"New Buildings"** shall mean the several buildings and other structures for Complex, to be constructed by the Developer on the Said Land.

- xxii) **"Owners' Allocation"** according to the context shall mean 17.5% (Seventeen Point Five percent) of the Realizations which shall belong to the Owners and

shall include all other properties and rights belonging to the Owners in terms hereof.

- xxiii) **"Person"** means any individual, company, corporation, partnership, limited liability partnership, joint venture, trust, unincorporated organisation, government or governmental authority or agency or any other legal entity.
- xxiv) **"Plans"** shall mean the plan for construction and development of the Project and the New Buildings on the Said Land to be prepared by the Architect and caused to be sanctioned by the Developer from the concerned municipal corporation, municipality or such other authority or department or body who may have jurisdiction in that behalf and shall include all modifications, alterations, additions, amendments, renewals, revalidations and/or extension thereof or thereto made or caused by the Developer in consultation with the Owners;
- xxv) **"Project"** shall mean and include the planning and development of the Said Land or any part or parts thereof into by construction of the Complex thereon and the transfer of all units therein and the distribution of the Realizations and allocation of unsold areas and the administration of the Complex in matters relating to the Common Purposes, all in accordance with the terms and conditions of this Agreement.
- xxvi) **"Said Land"** shall mean all that piece and parcel of land measuring **115.7824 Decimals**, be the same a little more or less, comprised in various Dags lying and situate at all lying and situated at Mouza - Chakrajumolla, J.L. No.18,

within the territorial jurisdiction of Bishnupur Police Station and within the jurisdiction of the Additional District Sub-Registration Office Bishnupur, 24 Parganas (South) and within the local limits of Rasapunja Gram Panchayat and in the District of 24 Parganas (South), as more fully mentioned and described in the **FIRST SCHEDULE** hereunder written.

- xxvii) **"Proportionate"** or **"Proportionately"** or **"Proportionate Share"** in so far as the matters of units and/or Intending Transferees and/or the Common Purposes are concerned, shall mean the proportion in which the total Carpet Area of an unit may bear to the total Carpet Area of all the units in the Project;
- xxviii) **"Unsold Area"** shall mean those units to be identified and allocated to the Owners and the Developer under specified circumstances as mentioned in Clause 11.9 hereto.
- xxix) **"Units"** shall mean the divided, demarcated and developed spaces or other constructed areas in the Complex to be constructed on the Said Land which are capable of being independently and exclusively held used occupied and/or enjoyed by the respective transferees and wherever the context so permits or intends shall include Car Parking Areas, terraces, roofs, gardens, open spaces and proportionate undivided indivisible impartible part or share in the Said Land and proportionate share in the common areas.
- xxx) **"Realizations"** shall mean and include the amounts received against transfer of the units from time to time including the consideration for transfer being sale consideration, Floor Rise Charges, Car Parking Charges, but shall not

include any other amounts received on any head whatsoever including but not limited to Goods and Service Tax, Extras and Deposits, Cancellation Charges on account of cancellation of allotment of units, Nomination charges, any interest on delayed payments by the Transferees, any additional charges received by the Developer for any additional work at the behest of any intending transferee;

xxxi) "**Specifications**" shall mean the general specifications and/or the materials to be used for construction, erection and completion of the New Buildings as more fully and particularly described in **SIXTH SCHEDULE** hereunder written.

- 1.2 Any reference to any act of Parliament or legislature whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all rules, instruments, orders, plans, regulations, bye laws permissions or directions any time issued under it.
- 1.3 Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated in writing.
- 1.4 A reference to a statutory provision shall include a reference to any modification or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.

- 1.5 The **Schedules** to this Agreement shall have effect and be construed as an integral part of this Agreement.
- 1.6 The paragraph headings herein shall not form part of this Agreement and the same have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation of any of the terms or provisions of these presents.
- 1.7 Words importing **Singular Number** shall include the **Plural Number** and vice-versa.
- 1.8 Words importing **Masculine Gender** shall include the **Feminine Gender** and **Neuter Gender**; similarly words importing **Feminine Gender** shall include **Masculine Gender** and **Neuter Gender**; likewise **Neuter Gender** shall include **Masculine Gender** and **Feminine Gender**.
- 1.9 Where any notice, consent, approval, permission or certificate is required to be given by any party to this Agreement such notice, consent, approval, permission or certificate must (except where otherwise expressly specified), be in writing.

ARTICLE - II

AGREEMENT AND CONSIDERATION

- 2.1 The Owners have entered upon this Agreement with the Developer for development and construction of the Complex by the Developer for the mutual benefit of the parties whereby and where under the Owners have agreed that the Developer shall develop the Said Land by constructing the Complex thereat and the parties have

agreed to transfer the same in the manner mentioned hereunder and to share the Realizations from such transfer of the Units and to define and allocate between them unsold areas, it being clarified that the Owners shall receive their share of the Realizations as consideration for transfer of proportionate shares in the land to the transferees and the Developer shall receive their share of the Realizations as consideration against development and construction on the Said Land. The Owners doth hereby permits and grants license and permission to the Developer to enter upon the Said Land with right and authority to build upon and commercially exploit the Said Land by carrying out constructions thereon in accordance with sanctions/permissions herein mentioned. With effect from the date hereof, the Developer shall be entitled to enter upon the Said Land and to undertake the work of construction on the Said Land and the Owners shall allow the right of such entry for the sole purpose of carrying out and completing the development and commercial exploitation of the Said Land.

2.2 In as much as the construction on the Said Land is concerned, the Developer shall be entitled to be in possession of the Said Land to carry out the construction of the Complex.

2.3 In consideration of the mutual promises and obligations of the parties contained herein, the Owners hereby agrees to provide the entirety of the Said Land and to allow the same to be henceforth used for the purpose of development of the same by the Developer and in consideration thereof, the Developer has agreed to cause to be constructed the said Complex. The Owners agrees to grant, sell and transfer proportionate undivided share in the Said Land and their entire share, right, title and interest in the Complex and all units therein to the Transferees and the Developer

agrees to grant sell and transfer the units to such Transferees for mutual benefit and consideration and on the terms and conditions hereinafter contained.

- 2.4 The Developer undertakes to develop and shall commence, execute and complete the development of the Said Land in compliance with the terms, covenants and conditions herein contained set forth in this Agreement.
- 2.5 Except any Unsold Area, the Realizations from the Complex and all units therein shall be shared in the Agreed Ratio by the Owners and the Developer and any transfer in respect thereof shall be governed by the provisions contained in Article XII hereto.
- 2.6 The Unsold Areas, if any, after completion but before allocation between the parties, shall remain joint property of the parties and all the revenues from such areas after meeting costs and expenses relating thereto shall be shared between the parties in the Agreed Ratio.

ARTICLE - III

COMMENCEMENT

- 3.1 This Agreement shall commence and/or be deemed to have commenced on and with effect from the date of execution hereof.

ARTICLE - IV

OWNERS' REPRESENTATIONS

- 4.1 The Owners have made the following several representations and assurances to the Developer which have been completely relied upon and believed to be true and correct by the Developer for the purpose of entering upon this Agreement and the transaction envisaged herein:
- 4.1.1 That the Owners have for valuable consideration paid by it purchased and became and is the absolute Owners of the Said Land;
 - 4.1.2 That the Owners have a good marketable title in respect of the Said Land. The facts about the Owners deriving title to the Said Land are represented by the Owners in the **SECOND SCHEDULE** hereto and the same are all true and correct;
 - 4.1.3 That the Said Land and every part thereof are all free from all Encumbrances created or suffered by the Owners and without any claim, right, title, interest of any other person thereon or in respect thereof.
 - 4.1.4 That the Owners is in khas vacant and peaceful possession of the Said Land and no right of easement has been granted to any person or persons over the Said Land and the Said Land or any portion thereof is not being used as a thoroughfare.
 - 4.1.5 That the Owners after having acquired the Said Land and mutating the same in its name, has carried out the conversion of classification of the land to "Bastu" in the relevant records of the BL&LRO in respect of a portion thereof and is also yet to convert the balance Said Land in the records of the BL&LRO and undertakes to cause such conversion as contemplated and envisaged herein.
 - 4.1.6 That there is no notice of acquisition or requisition received or to the knowledge of the Owners in respect of the Said Land or any part thereof

and the Said Land does not contain any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or surplus land under West Bengal Estates Acquisition Act, 1953 or the West Bengal Land Reforms Act, 1955 or any other law whatsoever.

- 4.1.7 That neither the Said Land nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of Law or due to Income Tax arrears or any other Public Demand.
- 4.1.8 There is no impediment, obstruction, restriction or prohibition in the Owners entering upon this Agreement and/or in development and transfer of the Said Land so developed.
- 4.1.9 That the Owners have approved the transaction with the Developer envisaged herein freely and unequivocally and have good right, full power, absolute authority and indefeasible title to enter into this Agreement and perform and discharge the obligations contained herein.
- 4.1.10 That all original documents of title in respect of the Said Land are in the custody of the Owners.
- 4.1.11 The Owners have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Land or any part thereof can or may be impeached, encumbered or affected in title or would in any way impair, hinder and/or restrict the Development under this Agreement.
- 4.1.12 That the Owners have not stood as Guarantor or Surety for any obligation, liability, bond or transaction whatsoever;
- 4.1.13 That the Owners have not entered upon any agreement or contract with any other person in connection with the Said Land or its development/

sale/transfer nor have otherwise dealt with the Said Land or any part thereof prior to execution of this Agreement;

4.1.14 There is no difficulty in the compliance of the obligations of the Owners hereunder.

4.1.15 There are no drainage lines or any other utility items lying below, on or above the ground on the Said Land.

4.1.16 That there are no suits and/or any other proceedings and/or litigations which are pending against the Owners or in respect of the Said Land or any part thereof and that it is not involved in any civil, criminal or arbitration proceedings and no such proceedings and no claims of any nature (whether directly or indirectly) are pending or threatened by or against the Owners and the Said Land does not suffer from any lispendens.

4.1.17 That the Said Land being offered for development are contiguous piece and parcels of land abutting the main road having a width of 40 ft more or less.

ARTICLE - V

TITLE DEEDS

5.1 Title Deeds shall include the records of rights, documents, instruments, orders, cause papers, etc., in respect of or evidencing Ownership of the Owners and shall also include all such documents evidencing title of the erstwhile Owners of the Said Land from whom the Said Land has been purchased by the Owners herein from time to time.

- 5.2 The Developer shall be entitled from time to time and at all times to produce, give copies and extracts of and from the original Title Deeds before Government statutory bodies, courts, tribunals, judicial and quasi-judicial forums, service providers, and Transferees in the Building Complex and financial institutions providing finance to the Developer and Intending Transferees and other persons and authorities as may be required by the Developer. The Owners agrees to co-operate with the Developer fully in this regard.
- 5.3 The title deeds are required to be deposited to secure any loans and finances to be obtained by the Developer under the specific provisions made herein in Clause 9.1 hereto and such original deeds shall remain in custody of the Developer. Upon completion of the Project and formation of the Management Company/ Association of transferees thereof, the original title deeds of the Said Land shall be handed over to the Association against proper receipts and acknowledgments thereof.

ARTICLE - VI

DEVELOPER'S REPRESENTATIONS

- 6.1 The Developer made the following several representations and assurances to the Owners which have been completely relied upon and believed to be true and correct by the Owners for the purpose of entering upon this Agreement and the transaction envisaged herein:
- 6.1.1 The Developer and /or its constituents are reputed real estate developers engaged, *inter alia* in undertaking or causing development of real estate in

and around Kolkata by undertaking construction of various multistoried buildings, office buildings, and other real estate developments;

- 6.1.2 The Developer has the required infrastructure, financial ability and expertise to commence and thereby conclude the construction on the Said Land within the time specified herein.
- 6.1.3 There is no impediment, obstruction, restriction or prohibition in the Developer entering upon this Agreement and/or in developing the Said Land in terms hereof;
- 6.1.4 That the Developer has approved the transaction with the Owners envisaged herein freely and unequivocally and has good right, full power and absolute authority to enter into this Agreement and perform and discharge the obligations contained herein.
- 6.1.5 There is no difficulty in the compliance of the obligations of the Developer hereunder.

ARTICLE - VII

CONDITIONS PRECEDENT AND OWNERS' OBLIGATIONS

- 7.1 The Owners shall be wholly responsible and liable to cause and ensure the availability of the Said Land towards the Project in terms hereof. In connection with the Said Land as a whole and each and every part thereof, the Owners shall be bound to comply with and meet the following criterions and requirements.
- 7.2 The Owners shall within 30 days hereof be responsible to make out a marketable title of the Said Land and furnish a Report on Title from its advocates in such form and manner as may be required by the Developer.

- 7.3 The Owners shall be wholly responsible for getting the Said Land mutated its own name and converted (Conversion process) to the classification 'Bastu' from the existing classifications from the concerned authority within a period of 60 days from the date of execution of this Agreement.
- 7.4 The Owners shall within 90 days hereof be responsible to measure and/or cause to the measure the Said Land by a qualified surveyor in presence of the Developer and shall execute a Boundary Declaration as per the physical measurement.
- 7.5 The Owners shall cause to transfer by way of gift deed the portion of land out of the Said Land to WBSEDCL for setting up of 33 KVA sub-station, if required by the Developer.
- 7.6 The Owners shall execute a Power of Attorney in favour of the Developer granting the powers for construction and development including the power to prepare and execute and also present for registration Agreements and Deeds of transfer in respect of Units in favour of Intending Transferees.
- 7.7 The Said Land and each part thereof shall be free of and from all kinds of Encumbrances created or suffered by the Owners. The Said Land and each and every part thereof shall also be free from any vesting under the Estates Acquisition Act, the Land Reforms Act or any other law and there shall be no restriction or prohibition under the said or any other laws for its development and/or transfer in any manner.
- 7.8 The Owners shall within 30 days from the date of execution of this Agreement apply for and obtain necessary No Objection Certificate confirming that there is no excess vacant land within the meaning of the said Act, affecting the said Said Land or any

part thereof, from the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976. The Developer agrees to facilitate the same and co-operate with the Owners in obtaining the same. It is agreed by the parties that the costs for obtaining the same shall be borne jointly by the parties.

- 7.9 The Owners shall pay and clear all arrears of land revenue, property tax/Panchayat Tax and any other dues or taxes, if any outstanding in respect of the Said Land upto the date of execution of this Agreement. Such taxes & outgoings for the period after such date shall be borne and paid by the Developer. However, after completion of construction and handing over of possession of the units therein; such taxes and other levies shall be borne and paid by the Transferees.
- 7.10 Unless otherwise expressly mentioned, the Developer shall not be liable for any costs, charges, outgoings and expenses on any account whatsoever in respect of the several obligations of the Owners contained herein and the Owners shall be exclusively liable therefor.
- 7.11 The Owners shall render all assistance and co-operation to the Developer and sign execute and submit and deliver at the costs and expenses of the Developer, all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time promptly and without any delay, failing which the time periods for construction by the Developer shall stand automatically extended by the periods of delay on the part of the Owners.
- 7.12 Simultaneous to the execution of this Agreement, possession of the Said Land has been delivered to the Developer.

- 7.13 It is clarified that the transfer of the proportionate share in land shall be completed upon construction of the Units or at such other time as the parties hereto may by mutual consent agree and the consideration for the same and any other right, title or interest thereunder transferred by the Owners shall be the Realizations forming part of the Owners' Allocation.
- 7.14 In the event of any disputes and/or claims the marketable title of the Owners in respect of the Said Land or any portion thereof, the Owners shall at its own costs and expenses clear and/or settle the same and keep the Developer duly saved, harmless and indemnified from all losses and/or claims that the Developer may suffer owing to such disputes and/or claims by third parties.

ARTICLE - VIII

DEVELOPER'S OBLIGATIONS

- 8.1 The Developer shall construct erect and carry out the development at the Said Land in a good and workman like manner, at its own cost & expenses and at its sole risk in accordance with the Plans and do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules in force at the relevant time. The Developer agrees to develop the Said Land and/or Said Land wholly or in phases at its sole discretion.
- 8.2 With effect from the date of completion of all the Conditions Precedents of the Owners, the Developer shall carry out necessary soil testing and other preparatory works in respect of the development of the Said Land at the Developer's risk and cost.

The Developer shall be free to set up site office and, put up the hoardings/boards. The Developer shall at all times ensure compliance with any restrictions imposed in this respect by any statutory authorities.

- 8.3 The Developer at its own costs and responsibility shall, after completion of all the Conditions Precedents of the Owners, obtain from the Planning Authorities, sanction of the Plans, as may be permitted under applicable laws, as the case may be, in connection with the development and also obtain all statutory clearances (including Environment Clearance) required for commencement of construction and development and sale of units in the Project. In this regard it is clarified that (i) full potential of the Said Land shall be utilized for construction of the Complex, (ii) the Developer shall be responsible for obtaining all sanctions, permissions, clearances and approvals needed for the Project (including final sanction of the Plans), and (iii) all costs and fees for sanctions, permissions, clearances and approvals shall be borne and paid by the Developer.
- 8.4 The Developer shall commence construction of the Complex within 3 months of grant of registration of the Project with the West Bengal Regulatory Authority under the Real Estate (Regulation & Development) Act, 2016 or Consent to Establish from the Pollution Control Board, whichever is later ("**Date of Commencement**").
- 8.5 The Developer shall be entitled to make any variation and/or modifications in the Plans and/or specifications and/or construction of the Complex, as may be required to be done from time to time at the instance of the concerned municipality or the sanctioning authority or other appropriate authorities or under any statute or under the advice of the Architect.

- 8.6 All persons employed by the Developer for the purpose of construction such as Architects, contractors, labourers, care-takers, etc., shall be the persons under 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 the Owners shall be kept protected and harmless against any action, if taken or threatened to be taken against the Owners for non-compliance or violation of the said requirements. The Developer shall keep the Owners saved and indemnified in this regard.
- 8.7 The Developer shall be responsible to arrange all necessary finances and/or funds and/or moneys for the purpose of construction of the Project. The Developer also undertakes payment of all interests, charges, costs and expenses as may from time to time be necessary or required for the Project and in this regard the Owners shall not be liable or responsible. However, the Owners shall co operate with the Developer as produce all title deeds and other documents as may be required by the Developer in availing such project finance, without any demur, delay or protest.
- 8.8 The Amount to be paid as interest - free refundable Security Deposit by Developer to the Owners shall be the sum of Rs. 26,00,000/- (Rupees Twenty-Six Lakh Only).
- 8.9 The said **Refundable Deposit** shall be interest free and shall be refunded and/or adjusted from the Owners' Allocation in the manner envisaged in Clause 12.3 hereunder.

- 8.10 The Project shall be completed by the Developer in all respects including providing all required Common Areas, Installations and Facilities and essential services including drainage/sewerage, water, electricity, Sewage Treatment Plant, Storm Water Management, Rainwater Harvesting mechanism, and any other essential connections and the landscaping and electrification of such Common Areas, Installations and Facilities, as may be required for beneficial use of the Units.
- 8.11 The Developer shall comply with the provisions of all statutes, rules and regulations as are applicable in connection with the development of the Project including The Real Estate (Regulation & Development) Act, 2016 and the Rules framed thereunder.
- 8.12 The Developer shall also be responsible for the development of the Project and shall be entitled for itself and on behalf of the Owners, as the case may be, to handle, deal with and/or to look after all matters, disputes, litigations, cases, issues that may arise out of the activities while developing the Said Land and construction of the Project thereat, at its own cost and expenses, as also those arising with the Intending Transferees, if any, in the Project.

ARTICLE - IX

FINANCE & MORTGAGE

- 9.1 The Developer shall be entitled to raise construction finance in its name for carrying out the development of the Project and in order to secure such construction finance to create a mortgage of the Said Land in favour of such banks / financial institutions, without foisting any financial liability upon the Owners, it being expressly agreed and understood that in no event the Owners shall be responsible and/or be made liable

for payment of any dues of such banks / financial institutions. The Owners agrees from time to time to provide consents, confirmations and no objections or other documents as may be required for such mortgage or charge to be created by the Developer and also agree to sign necessary loan and other agreements and power of attorney with the bankers or financiers in connection with the above Provided That the Owners shall not be liable in any manner for repayment thereof or any consequence of default in such repayment. In case owing to any loans or finances obtained by the Developer, the Owners suffers any losses or damages due to any non repayment, delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of its obligations in respect of any such loan or liability whatsoever, the Developer shall indemnify and keep the Owners saved harmless and indemnified in respect thereof.

ARTICLE - X

SANCTIONS & DEVELOPMENT - RIGHTS AND RESPONSIBILITIES

- 10.1 All applications, plans, papers and other documents as may be required for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer. All costs and expenses including Architect's fees, charges and expenses required to be paid or deposited for exploitation of the Said Land shall be borne by the Developer. However, any other extra charges which may be incurred for the sanction of the Project shall be shared by the Parties. The Developer shall endeavor to achieve Floor Area Ratio (FAR) of the maximum permissible FAR as may be permitted under applicable laws, as the case may be at its own costs and responsibility. However, in the event, the Owners is entitled to any additional FAR, on any account if there be any, under the relevant laws

then in such event, the Parties shall avail such additional permissible FAR and the costs for the same shall be borne by the Owners.

- 10.2 The Developer shall obtain the registration certificate in respect of the Project from the West Bengal Real Estate Regulatory Authority formed under the provisions of the Real Estate (Regulation & Development) Act, 2016 and shall comply with the provisions of the said Act.
- 10.3 During the period of construction of the Complex, the Owners may undertake periodical inspection of the Project, assisted by an Engineer, if felt necessary.
- 10.4 The Developer shall be entitled to develop and construct the Complex on the Said Land in accordance with the Plan. The type of construction, specification of materials to be used for the construction of the buildings and other structures thereon comprising the Units in the Project shall be of Specifications as provided in **SIXTH SCHEDULE** hereto.
- 10.5 The Developer shall be entitled to apply for and to obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the proposed Complex, at its own cost and the Owners shall sign all the papers etc. as may be required for the purpose.
- 10.6 The Developer shall demolish the existing structures, if any, on the Said Land and appropriate the debris, salvage and materials thereon and/or realisations therefrom.

- 10.7 The Developer shall be entitled to pay various fees, costs and charges to concerned authorities as may be necessary for the purpose of carrying out the development work on the Said Land and to claim refund of such deposits so paid and to give valid and effectual receipts in connection with the refund of such deposits in its own name or in the name of the Owners or in the joint name, as may be required.
- 10.8 The Developer shall abide by all laws, by-laws, rules and regulations of the appropriate Government and local bodies relating to development of the Said Land and to be observed by it under this Agreement and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, by-laws, rules and regulations.
- 10.9 The Developer shall, in consultation with the Architect determine and ascertain the super built-up / built-up / carpet / chargeable area of the spaces in the Project.
- 10.10 Unless extended by the parties mutually, the Developer shall complete the construction of the Complex within 5 years of the date of receipt of the last of all clearances and certificates by the appropriate Government authorities to commence and carry out the development of the Complex with a grace period of further 12 months.
- 10.11 The Developer shall be deemed to have constructed and completed any constructed area in the Complex if the Developer has constructed the same as per the agreed Specifications and provided reasonable ingress and egress and obtained water, electricity and drainage connections (if and to the extent applicable for such constructed area) and obtained the Completion Certificate from the appropriate

authority in respect thereof. The Developer shall be at liberty to carry out construction in a phase wise manner and obtain partial completion certificates in respect thereof.

- 10.12 To enable the expeditious construction of the Project by the Developer, various acts, deeds, matters and things not herein specifically referred to and as may be required to be done by the Developer shall, if found to be in order, be ratified and confirmed by the Owners and, in addition, the Owners hereby agrees, upon being required by the Developer in this behalf, to sign and execute all such additional applications and other documents which may be reasonably required for such purposes.
- 10.13 The Developer shall frame all rules and regulations regarding the usage and rendition of common services to the Intending Transferees and also the common restrictions which should be normally kept in the agreements / contracts for grant of right of use of the Units in the Project to the Intending Transferees.
- 10.14 All Common Areas, Installations and Facilities in the Project shall be managed by the Developer throughout the subsistence of this Agreement.
- 10.15 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 shall be in charge for the Common Purposes.
- 10.16 Until formation of the Facility Management Company/Association and handover of the charge of the Common Purposes or any aspect thereof to such Facility Management Company/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. All charges of such agencies and organizations shall be part of the Common Expenses.

- 10.17 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 privileges of the parties hereto.

ARTICLE - XI

MARKETING OF PROJECT AND MANNER

- 11.1 The marketing of the Project and all units therein shall be done and conducted by the Developer on the terms and conditions hereinafter contained.
- 11.2 The Developer shall accept bookings and make allotments, in respect of the units in favour of any Transferees and to cancel revoke or withdraw the same (if the situation so warrants) at the rates and prices and other terms and conditions to be decided by the Developer at its sole discretion.
- 11.3 It is agreed by the parties that for sale of units, the Developer shall finalise the following:-
- 11.3.1 standard form of Provisional Allotment Letter, Agreement and Conveyance Deed;

- 11.3.2 Sale Price of units, parking spaces & other areas from time to time; and
- 11.3.3 schedule of payments to be collected from transferee/s.
- 11.4 The Developer shall select, appoint or discontinue the Marketing Agents, brokers, sub-brokers and other agents for transfer of the units at such charges and terms and conditions as they may deem fit and proper.
- 11.5 The agreements and final transfer deeds or deeds and other documents of transfer relating to the units shall have both the Owners and the Developer as parties and shall be executed by the Developer for itself and on behalf of the Owners as its Constituted Attorney.
- 11.6 The Developer shall be entitled to receive the Realisations from the Intending Transferees in respect of transfer of the Units in favour of such Intending Transferees and give receipts thereof to such Intending Transferees on behalf of itself and the Owners.
- 11.7 Any interest, damage or compensation payable to any Transferee or other person relating to the Complex, otherwise than due to delay or default on the part of the Developer in compliance of its obligations towards the Transferees in accordance with the agreements to be entered by the Developer with the Transferees or due to any delay or default by the Owners in complying with its obligations hereunder, shall be payable by the parties in default. Such interest, damage or compensation payable to any Transferee shall be entirely payable by the Developer if the same arises due to delay or default on the part of the Developer in compliance of its obligations towards the Transferees in accordance with the agreements to be entered by the Developer

with the Transferees or by the Owners if the same arises due to any delay or default by the Owners.

- 11.8 The Transferees shall be entitled to take loans for the purpose of acquiring specific Units 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 except the Unit and appurtenances under sale or transfer and save those occasioned due to cancellation of the agreement with the Transferee. The Developer shall also be entitled to get the Project approved from the Banks and/or Financial Institutions to enable the persons interested in acquiring and owning Units to take loans from any such Banks or Financial Institutions.
- 11.9 The parties agree that, subject to the provisions contained herein, if the Developer is unable to transfer or market all the units comprised in the said Complex within a period of 6 months or any date mutually agreed by all the parties, from the date of obtaining Completion Certificate, the parties shall mutually demarcate the Unsold Units of the Project comprised in the said Complex according to the market value on the expiry of the aforesaid period in accordance with the Agreed Ratio, as defined in clause 1.1(i) above and shall be entitled to deal with the same in any manner as the parties desire. The Owners shall convey the undivided proportionate share in the land appurtenant to the areas of the Developer's Allocation to the Developer and/or their nominee or nominees and in exchange the Developer shall convey the constructed areas forming part of the Owners' Allocation to the Owners and/or their

nominee or nominees. It is clarified that the consideration for the transfer of land share attributable to such Unsold Areas of the Developer shall be the construction cost of the Unsold Areas of the Owners. It is further agreed between the parties that after such allocation, each party shall pay the Extra Charges and Deposits in respect of their respective allocation's. Both Parties shall pay and bear their respective Good and Service Tax liability in respect of their respective allocations.

- 11.10 The Developer shall ensure that the advertising and marketing of the Project is carried out in a manner that is consistent with and not in derogation of or in conflict with any terms or provisions of this Agreement and the Applicable Laws.

ARTICLE -XII

REALISATIONS, EXTRAS & DEPOSITS AND DISTRIBUTION

- 12.1 The Owners shall be entitled to 17.5% (Seventeen Point Five percent) of the Realizations AND the Developer shall be entitled to 82.5% (Eighty-Two Point Five percent) of the Realizations and (b) the entirety of all Extras and Deposits [save to the extent that the liability of refund / transfer of deposits to the Transferees / Association / Maintenance Body shall solely be that of the Developer].
- 12.2 The Developer shall receive all revenues (including booking amounts, earnest money, part payments, consideration) and Extras and Deposits. Aggregate of Realizations and Extra and Deposits and other amounts on any account receivable from the Transferees and other persons in respect of the Project (hereinafter also referred to as 'Project Revenues') shall be deposited in a Designated bank account to be opened by the Developer.

12.3 From the Project Revenues, 70% of the same shall be deposited in the Escrow Account mentioned in clause 12.4 hereunder. From the remaining 30% of the Project Revenues, the other charges as morefully mentioned in Fifth Schedule hereunder shall be deducted to arrive at the Realizations and the balance Project Revenue (distributable revenue), shall be transferred to the designated account of the Developer.

Provided that the Security Deposit shall be refunded by the Owners to the Developer only after completion of the project.

12.4 Instructions shall be given to the bank holding the Designated Account for transfer of 70% of the amounts received or such percentage as may be required under the provisions of the Real Estate (Regulation & Development) Act, 2016 to an Escrow Account to be opened under the said Act (Escrow Account) and whatever amount is allowed to withdrawn under the provisions of law, such amounts shall be deemed to be project revenue and shall be distributed in the same manner as provided in clause 12.3 hereinbefore.

12.5 The parties hereby accept and agree that strict compliance of the provisions of clauses 12.2, 12.3 & 12.4 above shall always be considered as the most important essence of this Agreement and any breach of it shall be considered serious violation of the covenant on the part of the parties.

- 12.6 All Intending Transferees will be required to be notified about mentioning of the name of the Designated Account in the cheques and other instruments for making payments relating to the Complex and all booking forms and agreements shall specify the requirement for payment by the Transferees in the name of the Designated Account.
- 12.7 In case due to cancellation of any booking or agreements/contracts or any other reason, any part of the amounts received becomes refundable or payable to any Transferee, the Developer shall at the first instance refund the same and thereafter such refund shall be adjusted from the Owners's Share subsequent to periodic conciliation of accounts.
- 12.8 The Developer shall maintain proper separate accounts pertaining to all the transactions relating to transfer of the Units in the Complex and the Extras, Deposits and other amounts received by the Developer and such accounts shall be audited quarterly by mutually appointed auditors.
- 12.9 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.
- 12.10 With effect from the date when booking of Units is started, by the 7th day of each succeeding month, the Developer will submit a statement containing details of transactions entered into with the Intending Transferees along with the statement of the Designated Account and Escrow Account (under Act of 2016), during the immediately preceding month, with relevant particulars and other details. For the

purpose of accounting and settlement, the parties shall make all necessary entries and adjustments in their respective books of account in respect of their respective share of the Realizations.

- 12.11 Goods and Services Tax, and all other taxes, impositions or levies, as may be imposed or levied by any statutory or governmental body or authority upon the development of the Said Land or matters connected therewith (**Taxes**), if any, relating to the development and construction of the Project shall be paid and borne solely by the Developer who shall comply with the applicable provisions regarding the same and keep the Owners indemnified in this regard. The Taxes in respect of the sale to the Intending Transferees shall be collected by the Developer from the Intending Transferees. Deposit of such Taxes with the concerned authority in accordance with law in respect of transfer of the Units to the Intending Transferees and complying with applicable provisions regarding the same shall be the responsibility of the Developer. The Developer shall also make all compliances relating to TDS on all payments made in course of development of the Complex.
- 12.12 The Designated Account and the Escrow Account shall be operated and maintained only by the Developer.

ARTICLE - XIII

PARTIES' COVENANTS

- 13.1 **The Owners do hereby covenant with the Developer as follows:**

- 13.1.1 That each and every representation made by the Owners hereinabove are all true and correct and the Owners agrees and covenants to perform each and every obligation.
- 13.1.2 That with effect from the date of execution hereof, the Owners shall neither deal with, transfer, let out or create any Encumbrance in respect of the said Land or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.
- 13.1.3 The Owners shall not act in any manner which is detrimental to this agreement or goes against the terms and conditions of this agreement.

13.2 The Developer do hereby covenant with the Owners as follows:

- 13.2.1 That each and every representation made by the Developer hereinabove are all true and correct and agrees and covenants to perform each and every obligation.
- 13.2.2 The Developer doth hereby agree and covenant 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.
- 13.2.3 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.

- 13.2.4 The Developer shall not act in any manner which is detrimental to this agreement or goes against the terms and conditions of this Agreement.

ARTICLE - XIV

GENERALLY

- 14.1 The Developer shall be authorised and empowered and wherever possible in its own name as Developer to apply for and obtain all permission, approval and clearances from any authority whether local, state or central for the construction of the Project and also to sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the appropriate authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or development on the Said Land or any portion thereof and/or for obtaining any utilities and permissions.
- 14.2 The Developer agrees to indemnify, keep indemnified, defend and hold harmless the Owners and its assigns and agents against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with respect to any non-compliances, by the Developer, of the Applicable Laws for development and construction of the Project.
- 14.3 All costs, charges and expenses incidental to the construction of the Project, including cost of materials, Architect's fees shall be borne, paid and discharged by the Developer and the Developer hereby agrees to indemnify and keep indemnified the

Owners from and against all suits, proceedings, actions, claims and/or demands, costs, expenses and loss whatsoever relating to or in respect of the same.

14.4 The Developer shall indemnify and always keep the Owners, its employees, assigns and agents indemnified and harmless against:

14.4.1 all claims, damages, compensation or expenses payable in consequence of any injury or accident or death sustained by any workmen or other persons during construction and/or upto the completion of the Project in all respect upto handing over possession of units to the intending transferees and the Owners shall at the cost of the Developer defend any action filed in respect of such injury brought under the Employees Compensation Act or other provisions of law.

14.4.2 any lien or charges claimed or enforced against any material supplied in construction of the Complex by any supplier of such materials.

14.5 If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, that Party shall inform the other Party in writing within 15(fifteen) days of the commencement of the event of Force Majeure specifying the nature and extent of the circumstances giving rise to the event/s of force majeure. Similar notice in writing shall also be given upon cessation of the Force Majeure event. Subject to written notifications as above with proof of service, neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such

obligations shall upon occurrence and cessation of any event constituting Force Majeure be extended by the same period as the period of Force Majeure event.

- 14.6 It is agreed and recorded that the said Complex shall be named as may be decided by the Developer.
- 14.7 The documents of transfer of the units in the Project in favour of the Intending Transferees shall be prepared by **Project Advocates** as may be appointed by the Developer. The same shall contain similar rights and obligations regarding the usage and enjoyment of all the constructed spaces of the New Buildings. The fees and cost of preparation, stamping, registration and other charges of the Agreements and the Deeds shall be borne and paid by the Transferees of all the constructed spaces of the new building.
- 14.8 If at any time additional / further constructions become permissible on the Saïd Land due to change in any law or Building Rules or otherwise, then such additional/further constructions shall be made by the Developer at its own costs and the Realisations, if any, in respect thereof shall be shared by the Owners and the Developer in the Agreed Ratio. However, prior to availing such benefit of additional construction the Developer shall communicate and obtain the consent of intending transferees in accordance with applicable laws.
- 14.9 Nothing in these presents including possession shall be construed as a demise or assignment or conveyance in law by the Owners to the Developer or creation of any right, title or interest in respect thereof in favour of the Developer other than undertaking of Development by the Developer in terms hereof. The Owners is and

shall continue to be the Owners of their land rights in all respect till the execution of Conveyances for transfer of proportionate land rights in favour of the Transferees as provided herein.

14.10 It is understood that to facilitate the Project, various acts deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertakes to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owners also undertakes to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.

14.11 In case of Winding Up, Liquidation, Strike Off, Dissolution of the Owners or the Developer or reference of the same to NCLT or any incapacity of the Board of the Company to act, the same shall not affect this Agreement or the rights and obligations of the other constituents and parties hereto. The Official Liquidator, Resolution Professional or any successor in law entitled to act on behalf of such Company shall be bound by the terms and conditions of this Agreement and for all obligations and liabilities of such Company hereunder and all powers of attorney given by such Company shall remain valid and subsisting and binding upon such successor.

- 14.12 All cost of stamp duty and registration fees and charges to the concerned authorities, if any, required to be paid for registration of this Agreement and all incidental or miscellaneous and other charges and/or expenses to be incurred in respect thereof shall be paid by the Developer.

ARTICLE - XVI

TERMINATION

- 15.1 In the event that the Owners fails to comply with all of its obligations including the Condition Precedents as contained in Article-VII hereinabove within the period therein mentioned, then the Parties may extend the period of compliance as they may mutually agree or the Developer shall have the option to have the same completed at the Owners' cost and in case the Developer does not complete the same within another 6 (six) months, then this Agreement shall automatically be terminated and cancelled and the Owners shall be liable to refund to the Developer the Security Deposit paid till then alongwith cost on account of obtaining financing from banks / non banking financial institutions /financial institutions at actuals incurred by the Developer whereupon neither Party shall have any further claim or demand against the other.
- 15.2 It is further agreed that the Owners shall refund the Security Deposit in the manner aforesaid within a period of 30 days from the date of termination. In the event the Owners fails and/or neglects to refund the entirety of the Security Deposit till then paid, in the manner aforesaid, within the said period of 30 days, then in such event the Developer shall have a charge on the entirety of the said Land by virtue of an equitable and or registered mortgage as applicable by deposit of title deeds, which

shall only be released on receipt of all dues of the Developer. In addition to the same, the Developer at its sole discretion may also call upon the Owners to sell transfer assign and assure unto and in favour of the Developer herein such portion of the said Land commensurate with such unrefunded Security Deposit, in accordance to the then existing assessed valuation and/or Circle Rate of the Department of Finance, Government of West Bengal.

- 15.3 In the event of termination of this Agreement, the Developer shall have a lien and/or charge over the said Land for the due refund of the refundable amount and such lien and/or charge on prorata shall continue until the whole of the refundable amount is realized by the Developer. Any part refund shall be first adjusted towards the interest to which the Owners hereby agrees. During the continuance of the charge, the Owners shall not be entitled to deal with the said Land or any part thereof save as and except to the Developer as envisaged herein.

ARTICLE - XVI

DISPUTE RESOLUTION AND FORUM

- 16.1 In case of any dispute, differences or questions arising between the parties with regard to the interpretation, meaning or scope of this Agreement or any rights and liabilities of the parties under this Agreement or out of this Agreement or in any manner whatsoever concerning this Agreement, the parties shall endeavor to settle the dispute amicably. In case no amicable settlement is arrived, the same shall be referred to the arbitration in terms of the Arbitration and Conciliation Act, 1996. The arbitration shall be held according to the rules of the Arbitration and Conciliation Act, 1996, and/or statutory modification or enactment thereto and the Award made and published by the

Arbitrators shall be final and binding on the parties. Arbitration shall be held in Kolkata and the language shall be in English.

16.2 Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

16.3 Courts of Calcutta jurisdiction alone shall have the exclusive jurisdiction to try, entertain and consider all actions suits and proceedings arising out of this Agreement.

ARTICLE - XVII

MISCELLANEOUS

17.1 All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of dispatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered speed post without the same being served. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid.

17.2 The parties 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.

- 17.3 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, diminish or prejudice the right of such party to require performance of that provision. A waiver on one occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.
- 17.4 Neither party hereto can unilaterally cancel or rescind this Agreement at any time unless such party is entitled to do so by express terms of this Agreement contained elsewhere herein upon default of the other party.
- 17.5 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.
- 17.6 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 for any invalid or unenforceable provision 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.
- 17.7 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 parties.

THE FIRST SCHEDULE ABOVE REFERRED TO:**[SAID LAND]**

ALL THAT the pieces and parcels of land **115.7824 Decimals** more or less having rayati rights therein and comprised in **L.R. Dag No. 811** measuring **14.2840 Decimals** more or less, **L.R. Dag no. 815** measuring about **21.4600 Decimals** more or less, **L.R. Dag No. 825** measuring **80.0384 Decimals** more or less, all corresponding to several khatians and all lying and situated at Mouza - Chakrajumolla, J.L. No.18, within the territorial jurisdiction of Bishnupur Police Station and within the jurisdiction of the Additional District Sub-Registration Office Bishnupur, 24 Parganas (South) and within the local limits of Rasapunja Gram Panchayat and in the District of 24 Parganas (South), which is comprising of First Land and Second Land and the detail whereof is set out in the table hereunder written.

First Land				
Sl. No.	L.R. Dag Nos.	Nature of Land	Total Area in Dag	Area Conveyed (In Decimals)
1.	811	Sali	20	8.5720
2.	815	Sali	31	21.4600
3.	825	Sali	272.00	80.0384
TOTAL AREA:				110.0704

Second Land				
Sl. No.	L.R. Dag Nos.	Nature of Land	Total Area in Dag	Area Conveyed (In Decimals)
1.	811	Sali	20	5.7120
TOTAL AREA:				5.7120

**THE SECOND SCHEDULE ABOVE REFERRED TO
(SAID DEVOLUTION OF TITLE OF SAID LAND)**

SL. No.	Name of Purchaser	Deed No./Year	L.R. Dag No.	Area Conveyed (In Decimals)
1.	Panchwati Infracon Private Limited	2808/2023 2809/2023 A.R.A.-IV	825 815	2.0000 1.4600
2.	Linton Towers Private Limited	2808/2023 A.R.A.-IV	825	10.0000
3.	Sagam Devcon Private Limited	2808/2023 2810/2023 A.R.A.-IV	825	10.0000
4.	Queen Dealers Private Limited	2808/2023 A.R.A.-IV	825	10.0000
5.	Zaljog Complex Private Limited	2809/2023 A.R.A.-IV	815	10.0000
6.	Winsher Realtors Private Limited	2809/2023 A.R.A.-IV	815	10.0000
7.	Topmost Complex Private Limited	2810/2023 A.R.A.-IV	825	10.0000
8.	Shivpariwar Developers Private Limited	2810/2023 A.R.A.-IV	825	10.0000
9.	Motilal Hirise Private Limited	2811/2023 A.R.A.-IV	825	5.0000
10.	Thistle Complex Private Limited	11439/2023 A.R.A.-IV	811	8.5720
11.	Linkplan Properties Private Limited	2658/2024 A.R.A.-IV	825	9.8736
12.	Lucky Hirise Private Limited	2658/2024 A.R.A.-IV	825	9.3024
13.	Mangalmayee Realtors Private Limited	2658/2024 A.R.A.-IV	825	3.8624
14.	DTC Projects Private Limited	9503/2023 A.R.A.-IV	811	5.7120
TOTAL AREA:				115.7824

THE THIRD SCHEDULE ABOVE REFERRED TO:
COMMON AREAS, FACILITIES AND AMENITIES

1. Round the clock water supply from the filtration plant.
2. Rainwater harvesting.
3. 24 Hours Security.
4. CCTV installed at critical locations.
5. Standby generator for the common areas, amenities and facilities.
6. State-of-the-art Fire-fighting equipment.
7. Sewage treatment plan.
8. Solid waste management.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
COMMON EXPENSES

1. Repairing, rebuilding, repainting, improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workman like manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the respective buildings of the complex and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.

6. Paying such workers as may be necessary in connection with the upkeep of the complex.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages Land ing and stair cases and all other common parts of the complex.
9. Cleaning as necessary of the areas forming parts of the complex.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the complex and providing such additional apparatus as the builder may think fit.
11. Providing and arranging for the emptying receptacles for rubbish.
12. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the various buildings of the complex or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual Owners of any Unit.
13. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual Owners of any Unit.
14. Generally managing and administering the development and protecting the amenities in the new building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.

15. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
16. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the Owners/occupier of any flat/flats.
17. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Builder may from time to time be considered necessary for the carrying out of the acts and things mentioned in this Schedule.
18. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
19. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management Company/Association it is reasonable to provide.
20. In such time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
21. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organisation for the Owners of the Units and shall only be applied in accordance with the decision of the Holding Organisation.
22. The charges/fees of any professional Company/Agency appointed to carry out maintenance and supervision of the complex.

23. Any other expense for common purpose.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(EXTRAS & DEPOSITS)

EXTRAS shall include:

- 1.1.1 Any type of taxes like GST, local taxes and any other statutory levy or tax etc., payable to any government authority or local body;
- 1.1.2 all costs, charges and expenses on account of bringing electricity lines/connections, HT & LT power (including Sub-station, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts payable to the electricity service provider;
- 1.1.3 all costs, charges and expenses on account of bringing water lines/connections and all the amounts payable to the provider thereof;
- 1.1.4 Security or any other deposit (including minimum deposits or any deposit by any name called) and all amounts or increases thereof payable to the electricity service provider for electricity water and any other connection or service at the Complex.
- 1.1.5 all costs, charges and expenses on account of one or more generators and like other power-backup equipment and all their accessories (including cables, panels and the like) for the Complex;
- 1.1.6 External pipelines, sewerage treatment plants etc.,

- 1.1.7 Betterment fees, development charges, and other levies taxes duties and statutory liabilities that may be charged on the Said Land or the buildings or the Units or on their transfer or construction partially or wholly, as the case may be.
- 1.1.8 Stamp duty and registration fee, if collected from the prospective transferees of saleable spaces and other spaces areas rights or benefits at the Said Land.
- 1.1.9 Cost of extra work carried out exclusively at the instance of prospective Transferees of saleable spaces and other spaces areas rights or benefits at the Said Property beyond the specified specification.
- 1.1.10 Any deposit for electricity suppliers, society formation charges, local charges, deposits/security received from transferees of saleable spaces and other spaces areas rights or benefits at the Said Property or for any other mutually decided specified purpose not forming part of consideration for sale/transfer of saleable spaces and other spaces areas rights or benefits at the Said Property.
- 1.1.11 Amounts received from transferees of saleable spaces and other spaces areas rights or benefits at the Said Property or as extras on account of (a) Transformer & Electricity Charges, (b) DG Charges, (c) Gas Bank Charges, (d) Cancellation Charges, (e) Legal Charges, (f) Guarding Charges, (g) Charges for formation of Association for maintenance, (h) any other extra facility / reimbursable expenses (example air - conditioning) provided on mutual discussion to the flat Owners of which reimbursement is required, (i) Club Charges including interiors, membership and also those received as deposits / advances against rates and taxes, maintenance charges etc.

1.1.12 Intercom, CCTV or any other chargeable facility as may be decided by the developer.

1.2. **DEPOSITS (which shall be interest free) shall include:**

1.2.1 Deposit on account of maintenance charges, electricity, water, other facilities, common expenses, rates and taxes, sinking fund etc,

THE SIXTH SCHEDULE ABOVE REFERRED TO:
SPECIFICATIONS

Foundation	Earthquake resistant Reinforced Concrete Cement structure
External Finish	Weather Proof Exterior Paint
Interior Finish	Putty Puning
Flooring	Interiors-Vitrified Tile Staircase - Epoxy coating/ Tiles
Kitchen	(i) Granite counter with Stainless steel sink (ii) Dado of ceramic tiles up to 2 ft above the counter / platform (iii) Electrical point for Refrigerator, Water purifier, Microwave, Chimney & Exhaust fan
Toilet	(i) Anti skid ceramic floor tiles (ii) Toilet Walls - Designer Glazed tiles on the walls upto door height (iii) Sanitary ware of reputed brand (iv) Chrome Platted fittings of reputed brand (v) Electrical Point for Geyser & Exhaust Fan (vi) Plumbing provision for Hot / Cold water line
Doors & Windows	(i) Main Door - Flush Door with Laminate on external side (ii) Internal Doors -Painted /Polished Flush doors (iii) Windows -Powder Coated Aluminium windows
Electricals	(i) Provision for Split AC Points (ii) Provision for Cable TV / Broadband wiring (iii) Plug Points in all bedrooms, Living / Dining, Kitchen & Toilets (iv) Concealed copper wiring with Central MCB of reputed brands (v) Door bell point at the main entrance door (vi) Modular switches of reputed brands

24. Execution and Delivery

In Witness Whereof the Parties have executed this Agreement on the date mentioned above.

Jitendra Kumar Singh

Jitendra Kumar Singh

Authorised Signatory of Owners

Owners

DTC PROJECTS PVT. LTD.

Kari Khaitan
Authorised Signatory

Authorised Signatory Developer

Witnesses:

Signature Tiyasa Pal

Name Tiyasa Pal

Father's Name Biswajit Paul

Address RS/353/A, Rairib Grandlin

Road, Korumbar, Hooghly.

Signature Bidisha Das

Name Bidisha Das

Father's Name Bipin Das

Address Jeevan Niwas,

Chella road, New Alipore-7001

Drafted by me:-

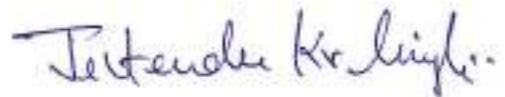
Soham Basu

Alipore Judges Court

F/2388/2031/2019.

RECEIPT

RECEIVED from the within named Developer the within mentioned sum of Rs.26,00,000/- (Rupees Twenty Six Lakh) only being the Security Deposit payable in terms of this Development Agreement. *refundable.*



Authorised Signatory of Owners

We say received

WITNESSES:-

1. *Teyasa Pal*

2. *Bidisha Das*

SPECIMEN FORM FOR TEN FINGER PRINTS



Jubender Singh

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



Ravi Khaitan

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



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









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

4	Queen Dealers Private Limited City:- Not Specified, P.O:- Joka, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 Date of Incorporation:XX-XX-2XX9 , PAN No.:: AAxxxxxx6g,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
5	Zaljog Complex Private Limited City:- Not Specified, P.O:- Joka, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 Date of Incorporation:XX-XX-2XX2 , PAN No.:: aaxxxxxx7r,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
6	Winsher Realtors Private Limited City:- Not Specified, P.O:- Joka, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 Date of Incorporation:XX-XX-2XX2 , PAN No.:: aaxxxxxx7b,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
7	Topmost Complex Private Limited City:- Not Specified, P.O:- Joka, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 Date of Incorporation:XX-XX-2XX2 , PAN No.:: aaxxxxxx4a,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
8	Shivpariwar Developers Private Limited City:- Not Specified, P.O:- Joka, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 Date of Incorporation:XX-XX-2XX2 , PAN No.:: aaxxxxxx8a,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
9	Motilal Hirise Private Limited City:- Not Specified, P.O:- Joka, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 Date of Incorporation:XX-XX-2XX2 , PAN No.:: aaxxxxxx9p,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
10	Thistle Complex Private Limited City:- Not Specified, P.O:- Joka, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 Date of Incorporation:XX-XX-2XX6 , PAN No.:: aaxxxxxx4m,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
11	Linkplan Properties Private Limited City:- Not Specified, P.O:- Joka, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 Date of Incorporation:XX-XX-2XX2 , PAN No.:: aaxxxxxx5b,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
12	Lucky Hirise Private Limited City:- Not Specified, P.O:- Joka, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 Date of Incorporation:XX-XX-2XX2 , PAN No.:: aaxxxxxx5a,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
13	Mangalmayee Realtors Private Limited City:- Not Specified, P.O:- Joka, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 Date of Incorporation:XX-XX-2XX2 , PAN No.:: aaxxxxxx3l,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
14	DTC Projects Private Limited City:- Not Specified, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 Date of Incorporation:XX-XX-1XX5 , PAN No.:: aaxxxxxx6k,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	DTC Projects Private Limited City:- Not Specified, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 Date of Incorporation:XX-XX-1XX5 , PAN No.:: aaxxxxxx6k,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	<p>Name</p> <p>Mr Jitendra Kumar Singh (Presentant) Son of Late Ramchabila Singh Date of Execution - 09/07/2024, , Admitted by: Self, Date of Admission: 09/07/2024, Place of Admission of Execution: Office</p>	<p>Photo</p>  <p>Jul 9 2024 4:27PM</p>	<p>Finger Print</p>  <p>Captured LTI 09/07/2024</p>	<p>Signature</p>  <p>09/07/2024</p>
<p>City:- Not Specified, P.O:- Morepukur, P.S:-Rishra, District:-Hooghly, West Bengal, India, PIN:- 712250, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Date of Birth:XX-XX-1XX0 , PAN No.: enxxxxx8k, Aadhaar No: 43xxxxxxxx0521 Status : Representative, Representative of : Panchwati Infracon Private Limited (as Authorised Signatory), Linton Towers Private Limited (as Authorised Signatory), Sagam Devcon Private Limited (as Authorised Signatory), Queen Dealers Private Limited (as Authorised Signatory), Zaljog Complex Private Limited (as Authorised Signatory), Winsher Realtors Private Limited (as Authorised Signatory), Topmost Complex Private Limited (as Authorised Signatory), Shivpariwar Developers Private Limited (as Authorised Signatory), Motilal Hirise Private Limited (as Authorised Signatory), Thistle Complex Private Limited (as Authorised Signatory), Linkplan Properties Private Limited (as Authorised Signatory), Lucky Hirise Private Limited (as Authorised Signatory), Mangalmayee Realtors Private Limited (as Authorised Signatory), DTC Projects Private Limited (as Authorised Signatory)</p>				
2	<p>Name</p> <p>Mr Ravi Khaitan Son of Late Nirmal Khaitan Date of Execution - 09/07/2024, , Admitted by: Self, Date of Admission: 09/07/2024, Place of Admission of Execution: Office</p>	<p>Photo</p>  <p>Jul 9 2024 4:27PM</p>	<p>Finger Print</p>  <p>Captured LTI 09/07/2024</p>	<p>Signature</p>  <p>09/07/2024</p>
<p>City:- Not Specified, P.O:- Bangur, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700055, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Date of Birth:XX-XX-1XX7 , PAN No.: Abxxxxx2d, Aadhaar No: 77xxxxxxxx2965 Status : Representative, Representative of : DTC Projects Private Limited (as Authorised Signatory)</p>				

Identifier Details :

Name	Photo	Finger Print	Signature
<p>Mr Lakshmikanta Halder Son of Mr Madhu Halder City:- Not Specified, P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008</p>	 <p>09/07/2024</p>	 <p>Captured 09/07/2024</p>	 <p>09/07/2024</p>
Identifier Of Mr Jitendra Kumar Singh, Mr Ravi Khaitan			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Panchwati Infracon Private Limited	DTC Projects Private Limited-2 Dec
2	Linton Towers Private Limited	DTC Projects Private Limited-10 Dec
3	Sagam Devcon Private Limited	DTC Projects Private Limited-10 Dec
4	Queen Dealers Private Limited	DTC Projects Private Limited-10 Dec
5	Topmost Complex Private Limited	DTC Projects Private Limited-10 Dec
6	Shivpariwar Developers Private Limited	DTC Projects Private Limited-10 Dec
7	Motilal Hirise Private Limited	DTC Projects Private Limited-5 Dec
8	Linkplan Properties Private Limited	DTC Projects Private Limited-9.8736 Dec
9	Lucky Hirise Private Limited	DTC Projects Private Limited-9.3024 Dec
10	Mangalmayee Realtors Private Limited	DTC Projects Private Limited-3.8624 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Panchwati Infracon Private Limited	DTC Projects Private Limited-1.46 Dec
2	Zaljog Complex Private Limited	DTC Projects Private Limited-10 Dec
3	Winsher Realtors Private Limited	DTC Projects Private Limited-10 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Thistle Complex Private Limited	DTC Projects Private Limited-8.572 Dec
2	DTC Projects Private Limited	DTC Projects Private Limited-5.712 Dec

Land Details as per Land Record

District: South 24-Parganas, P.S.- Bishnupur, Gram Panchayat: Rashpunja, Mouza: Chakrajumollah, JI No: 18, Pin Code : 700104

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 825		Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 815		Seller is not the recorded Owner as per Applicant.
L3	LR Plot No:- 811		Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number : I - 190409968 / 2024

On 09-07-2024

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

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

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

Presented for registration at 15:01 hrs on 09-07-2024, at the Office of the A.R.A. - IV KOLKATA by Mr. Jitendra Kumar Singh .

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 4,09,49,919/-

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

Execution is admitted on 09-07-2024 by Mr Jitendra Kumar Singh, Authorised Signatory, Panchwati Infracon Private Limited (Private Limited Company), City:- Not Specified, P.O:- Joka, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104; Authorised Signatory, Linton Towers Private Limited (Private Limited Company), City:- Not Specified, P.O:- Joka, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104; Authorised Signatory, Sagam Devcon Private Limited (Private Limited Company), City:- Not Specified, P.O:- Joka, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104; Authorised Signatory, Queen Dealers Private Limited (Private Limited Company), City:- Not Specified, P.O:- Joka, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104; Authorised Signatory, Zaljog Complex Private Limited (Private Limited Company), City:- Not Specified, P.O:- Joka, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104; Authorised Signatory, Winsher Realtors Private Limited (Private Limited Company), City:- Not Specified, P.O:- Joka, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104; Authorised Signatory, Topmost Complex Private Limited (Private Limited Company), City:- Not Specified, P.O:- Joka, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104; Authorised Signatory, Shivpariwar Developers Private Limited (Private Limited Company), City:- Not Specified, P.O:- Joka, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104; Authorised Signatory, Motilal Hirise Private Limited (Private Limited Company), City:- Not Specified, P.O:- Joka, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104; Authorised Signatory, Thistle Complex Private Limited (Private Limited Company), City:- Not Specified, P.O:- Joka, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104; Authorised Signatory, Linkplan Properties Private Limited (Private Limited Company), City:- Not Specified, P.O:- Joka, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104; Authorised Signatory, Lucky Hirise Private Limited (Private Limited Company), City:- Not Specified, P.O:- Joka, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104; Authorised Signatory, Mangalmayee Realtors Private Limited (Private Limited Company), City:- Not Specified, P.O:- Joka, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104; Authorised Signatory, DTC Projects Private Limited (Private Limited Company), City:- Not Specified, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Identified by Mr Lakshmikanta Halder, , Son of Mr Madhu Halder, P.O: Barisha, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by profession Service

Execution is admitted on 09-07-2024 by Mr Ravi Khaitan, Authorised Signatory, DTC Projects Private Limited (Private Limited Company), City:- Not Specified, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Identified by Mr Lakshmikanta Halder, , Son of Mr Madhu Halder, P.O: Barisha, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 26,091.00/- (B = Rs 26,000.00/- ,E = Rs 7.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 26,007/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/07/2024 3:43PM with Govt. Ref. No: 192024250110816388 on 08-07-2024, Amount Rs: 26,007/-, Bank: SBI EPay (SBIEPay), Ref. No. 9778755555017 on 08-07-2024, Head of Account 0030-03-104-001-16

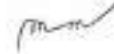
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,001/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 74,901/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 74272, Amount: Rs.100.00/-, Date of Purchase: 22/06/2024, Vendor name: S Dey

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/07/2024 3:43PM with Govt. Ref. No: 192024250110816388 on 08-07-2024, Amount Rs: 74,901/-, Bank: SBI EPay (SBIPay), Ref. No. 977875555017 on 08-07-2024, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2024, Page from 560744 to 560813
being No 190409968 for the year 2024.



Mohul

Digitally signed by MOHUL MUKHOPADHYAY
Date: 2024.07.19 18:15:54 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 19/07/2024
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.