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



Additional Registrar
20 APR 2024

DEVELOPMENT AGREEMENT

1. Date: 20th Day of April, 2024 (Two Thousand And Twenty-Four)
2. Place: Kolkata
3. Parties

*Abul Kalam Miskin**SK. MD. Saruf*

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SANJAY SADHU
ADVOCATE
BARASAT JUDGES' COURT,
NORTH 24 PARGANAS

18 JAN 2024

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- 3.1 M/s. Panchmahal Realtors Private Limited (PAN AAHCP3223C)**, a company governed under the Companies Act, 2013, having its registered office at Mukul Shanti Garden, Flat No-B, 5th Floor, Block 2, Jogerdanga, Rajarhat, Post Office Rajarhat-Gopalpur, Police Station Airport, Kolkata-7000136, West Bengal;
- 3.2 M/s. Panchpushap Construction Private Limited (PAN AAHCP3224F)**, a company governed under the Companies Act, 2013, having its registered office at Mukul Shanti Garden, Flat No-B, 5th Floor, Block 2, Jogerdanga, Rajarhat, Post Office Rajarhat-Gopalpur, Police Station Airport, Kolkata-7000136, West Bengal;
- 3.3 M/s. Jhilmil Complex Private Limited (PAN AADCJ1562A)**, a company governed under the Companies Act, 2013, having its registered office at Mukul Shanti Garden, Flat No-B, 5th Floor, Block 2, Jogerdanga, Rajarhat, Post Office Rajarhat-Gopalpur, Police Station Airport, Kolkata-7000136, West Bengal;

Above all are represented through one of their Director namely **Abul Kalam Biswas**, Son of Abdul Kader Biswas, by faith Islam, by occupation Business, by Nationality- Indian, residing at Malayapur, Maliapur, Post Office Raghunathpur, Police Baduria, District North 24 Parganas, PIN 743401, West Bengal (**PAN AOKPB1355B**) & (**Aadhaar No.4047 4443 9414**), hereinafter collectively called and referred to as the "**Land Owners**" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the **ONE PART**

AND

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3.4 M/s. Biswas Ventures LLP (previously known as Biswas Infracon LLP) [PAN AASFB5900A], a Limited Liability Partnership, governed under the Limited Liability Partnership Act, 2008, having its registered office at, 6ES1, 6th Floor, Mani Casadona, Action Area IIF, Police Station- New Town, District North 24 Parganas, Kolkata 700156, West Bengal, represented by its authorised signatory namely **Sk. Mahammad Saruf**, son of Sk Safiuddin, working for gain at 6ES 1, 6th Floor, Mani Casadona, Action Area IIF, Police Station- New Town, District North 24 Parganas, Kolkata 700156, West Bengal, **(PAN QFKPS8363P) & (Aadhaar No. 9273 9847 1038)**, hereinafter called and referred to as the "**Promoter**" which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the **OTHER PART**.

Owner and Developer/Promoter are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. Subject Matter of Agreement

4.1 Development and Commercial Exploitation of Said Property: Terms and conditions agreed between the Land Owners and the Developer/Promoter with regard to development and commercial exploitation of **ALL THAT** piece and parcel of land measuring about **73.33** (Seventy Three Point Thirty Three) Cottah, be the same a little more or less, together with share of structure made of brick built wall and the shed measuring an area about 3500 Square feet, standing thereon,

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be the same a little more or less, lying and situated at municipal **Premises No. 250, Tiljala Road**, within the local limits of Ward No. 65 of Kolkata Municipal Corporation, having Assessee No. **11-065-34-0194-2**, Post Office Gobinda Khatick Road, Police Station Karaya, Kolkata 700046, under Additional District Sub-Registrar, Sealdah, in the District of South 24 Parganas, West Bengal, delineated on **Plan A** annexed hereto and bordered in colour **Red** thereon and morefully described in the **First Schedule** below.

5. Representations, Warranties and Background

5.1 **Land Owners' Representations:** The Land Owners has represented and warranted to the Developer/Promoter as follows:

5.1.1 Ownership of Premises No. 250, By Calcutta Chemical Co.

Ltd.: That one Calcutta Chemical Co. Ltd. purchased ALL THAT piece and parcel of bastu land measuring an area 2 (two) Bighas, 17 (seventeen) Cottahs 8 (eight) Chittacks, be the same a little more or less, along with old dilapidated R.T. shed structure measuring an area about 2500 Square feet, lying and situated at under Touzi No. 1298 of Dehi Panchannagram, Division V, Sub-Division XI of Mouza Ballygunge, Previous Holding No.136 thereafter 403 being Premises No. 250, Tiljala Road, within the local limits of Calcutta Municipal Corporation under ward No. 65, Police Station- Karaya, District 24 Parganas, from the then legal owners and occupiers namely Sri Monoranjan Singha and Sri Bhavatharam Singha by a Deed of Sale dated 17.07.1946, registered in the office of the District Sub-Registrar at Alipore and recorded in Book No. 1, Volume No. 33, Pages 259 to 266, Being Deed No. 2467 for the year 1946 and became the absolute owner of the aforesaid land free from all encumbrances and charges;

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5.1.2 Purchase of Premises No. 251, By Calcutta Chemical Co.

Ltd.: By virtue of another deed of sale the said Calcutta Chemical Co. Ltd. Purchased ALL THAT piece and parcel of Bastu land measuring an area about 8 (eight) Cottahs 8 (eight) Chittacks, be the same a little more or less, together with old dilapidated R.T. shed structures measuring an area about 500 Square feet, lying and situated at under Touzi No. 1298/2833 of Dehi Panchannagram, Division- V, Sub-Division XI of Mouza Ballygunge, being Premises No. 251, Tiljala Road, within the local limits of Calcutta Municipal Corporation under ward No. 65, Police Station Karaya, District 24 Parganas, from the then legal owners and occupiers namely Mir Asgar Ali by a Deed of Sale, registered in the office of the District Sub- Registrar at Alipore and recorded in Book No. 1, Volume No. 44, Pages 143 to 147, Being Deed No. 2590 for the year 1950 and became the absolute owner of the aforesaid land free from all encumbrances and charges;

5.1.3 Purchase of Premises No. 253, By Calcutta Chemical Co.

Ltd.: By virtue of another deed of sale the said Calcutta Chemical Co. Ltd. purchased ALL THAT piece and parcel of Bastu land measuring an area about 7 (seven) Cottahs, 5 (five) Chittacks and 10(ten) Square feet, be the same a little more or less, together with old dilapidated R.T. shed structures measuring an area about 500 Square feet, lying and situated at under Touzi No. 1298/2833 of Dehi Panchannagram, Division V, Sub-Division- XI of Mouza- Ballygunge, being Premises No. 253, Tiljala Road, within the local limits of Calcutta Municipal Corporation under Ward No. 65, Police Station Karaya, District 24 Parganas, from the then legal owners and occupiers namely Mir Asgar Ali and others by a Deed of Sale, registered in the office of the Sub-Registrar at Sealdah and recorded in Book No.1, Volume No. 19, Pages 183 to 191, Being Deed No. 1003



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for the year 1951 and became the absolute owner of the aforesaid land free from all encumbrances and charges;

5.1.4 Ownership of Calcutta Chemical Co. Ltd. In Premises Nos.

250, 251 & 253: The said Calcutta Chemical Co. Ltd. have applied and obtain no objection Certificate from the office of competent authority under the Urban land (Ceiling and Regulation) Act, 1976 from Mayukh Bhavan, 2nd & 3rd Floor, Bidhan Nagar, Kolkata-700091 and obtain No objection certificate dated 17.08.2004 against Premises No. 250, 251 and 253, Tiljala Road, Police Station- Karaya, Kolkata-700046;

5.1.5 Mutation & Amalgamation Premises Nos. 250, 251 & 253:

Said Calcutta Chemical Co. Ltd. applied to Kolkata Municipal Corporation for mutation and amalgamation of the above stated Premises Nos. 250, 251 and 253, Tiljala Road, into one Premises and duly recorded the Said Plots in one single Premises being municipal Premises No. 250, Tiljala Road, Kolkata-700046, under Ward No. 65, having Assessee No. 11-065-34-0194-2, having the total amalgamated plot measuring an area about 73.33 Cottahs, be the same a little more or less, together with old dilapidated R.T. shed structures measuring total structures area about 3500 Square feet and had been possessing the same by paying all taxes and outgoings and had been enjoying the said property, free from all encumbrances and charges;

5.1.6 Absolute Ownership of Calcutta Chemical Co. Ltd. In

Premises No 250: The above mentioned circumstances said Calcutta Chemical Co. Ltd. Became the absolute owner and possessor of ALL THAT land measuring about 73.33 Cottahs (more or less), lying and situated at Premises No. 250, Tiljala Road, together with an old dilapidated R.T. shed structure measuring an area about 3500 Square feet, within the local

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limits of Calcutta Municipal Corporation (presently within Kolkata Municipal Corporation) under ward No. 65, Police Station Karaya, District South 24 Parganas, West Bengal (hereinafter referred to as the **Said Property**).

5.1.7 Merger of Calcutta Chemical Co. Ltd. With Henkel India

Limited: Said the Calcutta Chemical Co. Ltd thereafter on 24th day of August, 2004 was merged/absorbed with Henkel India Limited, a Company duly incorporated under the Companies Act, 1956 having its registered office at Premises No. 3, Cenotaph Road, Chennai- 600018 and its Principal Office at Premises No. 28, S. Roy Road, Kolkata-700046 and thus the said Henkel India Limited became the absolute owner of ALL THAT the Said Property.;

5.1.8 Ownership of Henkel India Limited: The said Henkel India Limited, being the absolute owner of Said Property applied and obtained No objection Certificate from the office of competent authority under the Urban land (Ceiling and Regulation) Act, 1976 from Mayukh Bhavan, 2nd & 3rd Floor, Bidhan Nagar, Kolkata 700091 and obtain No objection certificate against the Said Property;

5.1.9 Mutation: AND WHEREAS the said Henkel India Limited, being the absolute owner of the Said Property duly mutated its names in the Office of the Kolkata Municipal Corporation, under Ward No. 65, under Assessee No. 11-065-34-0194-2 and had been enjoying by paying all taxes and outgoings, free from all encumbrances and charge;

5.1.10 Sale by Henkel India Limited: The said Henkel India Limited, being the absolute owner of the Said Property being seized and possessed of and sufficiently well and entitled to the

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Said Property sold and transferred undivided 60% of the Said Property to and in favour of Global Merchantile Private Limited, and undivided 40% of the Said Property to HTC Finance Private Limited, along with tenants in the Said Property by virtue of the registered Deed Of Sale dated 21.07.2010 at an for a valuable consideration mentioned therein registered in the office of Additional Registrar of Assurances, Kolkata and recorded in Book No. 1, Pages 4980 to 4997, and recorded in Book No. 1, Pages. 4980 to 4997, Being Deed No. 07121 for the year 2010 free from all encumbrance and charges. In the aforesaid manner said Global Merchantile Private Limited, having undivided 60% share of the Said Property and HTC Finance Private Limited, having undivided 40% share of the Said Property jointly and collectively became the lawful owners and occupiers of the Said Property, free from all encumbrances.

5.1.11 Ownership of Global Merchantile Private Limited &

HTC Finance Private Limited: The said Global Merchantile Private Limited, having undivided 60% share of the Said Property and HTC Finance Private Limited, having undivided 40% share of the Said Property, applied and obtained "No objection Certificate" from the office of Competent Authority under the Urban land (Ceiling and Regulation) Act, 1976, from Mayukh Bhavan, 2nd & 3rd Floor, Bidhan Nagar, Kolkata 700091 and obtained "No Objection Certificate" against the Said Property;

5.1.12 Mutation: the said Global Merchantile Private Limited, having undivided 60% share of the Said Property and HTC Finance Private Limited, having undivided 40% share of the Said Property jointly and collectively being seized and possessed of and sufficiently well and entitled to the Said Property and while had been in peaceful possession and enjoyment of the

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same duly mutated their names in the Office of the Kolkata Municipal Corporation, under Assessee No. 11-065-34-0194-2, in the Said Property by paying all taxes and outgoings and had been enjoying the Said Property, free from all encumbrances and charges;

5.1.13 Sale by Global Merchantile Private Limited & HTC

Finance Private Limited: Said Global Merchantile Private Limited and HTC Finance Private Limited, while had been in peaceful possession and enjoyment of the Said Property, sold transferred and conveyed the Said Property, to (1) Panchmahal Realtors Private Limited, (2) Panchpushap Construction Private Limited, (3) Jhilmil Complex Private Limited, and (4) S. S. Construction, by virtue of a registered Deed of Sale dated 10th day of August, 2016 and the said Deed was registered in the office of the District Sub-Registrar III, at Alipore, 24-Parganas (South), and entered in Book No. 1, Volume No. 1603-2016, Pages 115721 to 115752, Being Deed No. 160303782 for the year 2016 and delivered khas peaceful possession thereon, free from all encumbrances and charges;

5.1.14 Ownership of Panchmahal Realtors Private Limited &

3 Ors.: Thus the aforesaid (1) Panchmahal Realtors Private Limited, (2) Panchpushap Construction Private Limited, (3) Jhilmil Complex Private Limited, and (4) S. S. Construction, by way of aforesaid purchase became the lawful joint owners and occupiers of and sufficiently well and entitled to ALL THAT the Said Property;

5.1.15 Ownership of S. S. Construction: Thus the aforesaid S.

S. Construction, a Partnership firm, by way of aforesaid purchase became the lawful undivided 1/4th (one-fourth) owner and occupier of the Said Property and sufficiently well and

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entitled to land measuring an area about 18 (eighteen) Cottahs, 5 (five) Chittaks and 14 (fourteen) square feet, be the same a little more or less, free from all encumbrances and charges;

5.1.16 Sale by S. S. Construction: Thus the aforesaid M/s. S. S. Construction, while had been in peaceful joint possession and enjoyment of aforesaid undivided 1/4th (one-fourth) share in the said property, sold transferred and conveyed the same in favour of the Land Owners herein by a registered Deed Of Sale dated 26.07.2018, registered in the office of under Additional District Sub-Registrar, Sealdah and recorded in Book No. 1, Volume No. 1606-2018, Pages 108799 to 108839, Being Deed No. 3331 for the year 2018 and became the full and absolute sixteen anna owner of the aforesaid Property free from all encumbrances and charges.

5.1.17 Absolute Ownership of Land Owners: In the abovementioned circumstances, the Land Owners herein have become the sole, absolute Land Owners and possessors of the Said Property, free from all encumbrances.

5.1.18 Rights of Land Owners: The Land Owners is seized and possessed of and well and sufficiently entitled to the Said Property. No person other than the Owner has any manner of right, title, interest, claim or demand of any nature whatsoever in the Said Property or any part thereof and there are no outstanding actions, claims or demands between the Owner and any third party and thus the entirety of the Said Property is free from all encumbrances, liens, mortgages, charges, *lis pendens*, trusts, *debuttars*, *wakfs*, trespassers, occupants, encroachers, tenants, claims, demands, liabilities, attachments, requisitions, acquisitions and alignments of whatsoever or howsoever nature.

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5.1.19 **No Express or Implied Mortgage:** Neither the title deeds nor any other documents in respect of the Said Property or any part thereof has been deposited in favour of any party or person with the intention of creating equitable mortgage or as security for performance of any act or payment of any money or otherwise.

5.1.20 **No Previous Agreement:** By a Joint Venture Agreement For Development dated 31th August, 2020, registered in the Office of the ARA-I, Kolkata, in Book No. I, Volume No. 1901-2020, at Pages 141679 to 141736, being No. 190102795 for the year 2020, the Land Owners herein, appointed the Promoter herein, as their Promoter, in connection with the development of the Said Property on certain terms and conditions mentioned therein and simultaneously the Land Owners herein by virtue of a registered Power of Attorney dated 31th August, 2020, registered in the Office of the ARA-I, Kolkata, in Book No. I, Volume No. 1901-2020, at Pages 146659 to 146694, being No. 190102914 for the year 2020, the Land Owners herein, appointed the Promoter herein, as their true and lawful Attorney, in connection with the development of the Said Property but due to some unavoidable circumstances the aforesaid earlier Joint Venture Agreement For Development was terminated/cancelled on 19th Day April, 2024, by a **Deed of Revocation of Joint Venture Agreement For Development Agreement**, registered in the Office of the ARA-I, Kolkata, in Book No. I, Volume No. 1901-2024, being No. 1901 3429 for the year 2024 and simultaneously the aforesaid earlier Power of Attorney was revoked/cancelled on 19th Day April, 2024, by a **Deed of Revocation of Power of Attorney**, registered in the Office of the ARA-I, Kolkata, in Book No. I, Volume No. 1901-2024, being No. 1901 176 for the year 2024. The Land Owners herein save and except

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the aforesaid Joint Venture Agreement For Development dated 31th August, 2020, have not dealt with the Said Property in any manner nor created any right, title or interest therein in favour of any third party in any manner whatsoever or howsoever and has not entered into or been party to any agreement of any nature whatsoever including but not limited to agreement for sale, transfer, lease, development etc. in respect of the Said Property.

5.1.21 No Disputes Relating to Statutory Outgoings: The Said Property is free from any land charge and all statutory outgoings in respect thereof including property taxes and land revenue till the date of this Agreement has been paid in full by the Owner.

5.1.22 No Shared Means of Access: No means of access to the Said Property is shared with (except with the adjacent land of Promoter or its sister concern in its vicinity) or subject to rights of determination or requires payment to any third party and further the Said Property has independent and separate access to the public road.

5.1.23 No Covenants and Restrictions: The Said Property is not subject to any covenants, restrictions, stipulations, easements, rights of pre-emption, licenses, grants, exceptions or reservations or other such rights (whether legal or equitable) the benefit of which is vested in third parties nor is there any agreement to create the same.

5.1.24 Easements Unrestricted: No right or easement appurtenant to or benefiting the Said Property is restricted in any way and such rights and easements are enjoyed freely without interruption and without restrictions as to hours of use or

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otherwise and no person or governmental authority has any right to terminate or curtail a right or easement appurtenant to or benefiting the Said Property.

5.1.25 No Legal Proceeding: (1) There are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, complaints, actions, governmental investigations, orders, judgments or decrees of any nature, initiated, made, existing, pending, threatened or anticipated in respect of the Said Property or the Land Owners, which may in any manner prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or the transaction stated hereunder nor is there any threat of any such proceedings (2) there are no unfulfilled or unsatisfied judgments, injunctions, attachments, court orders, debts, notices etc. in respect of the Said Property or the Land Owners (3) there is no order of any Court or any other statutory authority prohibiting development, sale, transfer and/or alienation of the Said Property and (4) there is no suit, action, litigation, investigation, claim, complaint, grievances or proceedings, appeals or applications for review, which are in process or pending against or relating to the Said Property or the Land Owners and the Land Owners are not engaged, whether as plaintiff, or defendant or otherwise, in any civil or criminal litigation, or arbitration proceedings before any court, tribunal, statutory or governmental body, department, board or agency and no civil or criminal litigation or arbitration proceedings are pending by or against the Land Owners and there are no facts which are likely to give rise to the same or to proceedings in respect of which the Land Owners would be liable to indemnify any person concerned.

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5.1.26 **No Requisition or Acquisition:** The Said Property is not the subject of any requisition, acquisition, vesting, alignment, scheme of development/zoning or statutory extinguishment of title by any authority or body, statutory or otherwise, under any law and/or otherwise and the Owner assert that (1) the Owner did not and does not hold any excess land under the provisions of any Central, State or Local statute (whether in the Said Property or otherwise) and (2) they have not received any notice of any proceeding or are not involved in any proceeding of requisition, acquisition, vesting, alignment, scheme of development/zoning or statutory extinguishment of title in respect of the Said Property.

5.1.27 **No Attachment:** The Said Property never was or is subject to any attachment under any of the provisions of the Public Demands Recovery Act, 1913 or under the Income Tax Act, 1961 or the Benami Transaction (Prohibition) Act, 1988 or Prevention of Money Laundering Act, 2002, under any other statute for the time being in force and there are no certificate cases or proceedings pending or threatened against the Land Owners *inter alia* for realization of any public demand, income tax and/or any other taxes or dues.

5.1.28 **No Disputes in Statutory Matters:** There is no dispute with any taxation or other statutory authorities in India or elsewhere in relation to the affairs of the Owner, which may in any manner affect or impact the Said Property and/or the rights granted herein, and there are no facts which may give rise to such dispute.

5.1.29 **No Investigation:** The Owner are not the subject of any investigation, inquiry, process or request for information in respect of any aspect of the activities of the Owner by any

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authority, governmental body, department, board or agency etc., which may in any manner affect or impact the Said Property and/or the rights granted herein and no such procedures are pending nor do any such facts exist which are likely to give rise to any such procedure.

5.1.30 Compliances Made: Compliance is being made and has at all times been made and shall continue to be made with all applicable laws, statutes, by-laws, permits, obligations, statutory instruments and requirements with respect to the Said Property, its Ownership, occupation, possession, use etc. and the Owner shall continue to make such compliances in connection with the performance of their obligations under this Agreement and will not do or permit anything to be done which may cause or otherwise result in a breach of this Agreement or cause any detriment to the transaction herein envisaged.

5.1.31 Land Owners has Authority: There is no embargo on the Land Owners from dealing with the Said Property and/or transferring and/or alienating the same in any manner whatsoever and the Land Owners have good right, full power and absolute authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.

5.1.32 Status of Possession: The Said Property is in the *khas*, vacant, peaceful, physical and absolute possession of the Owner and no third party or parties have or had or has ever claimed or acquired any manner of right, title or interest over or in respect of any part or portion of the Said Property, by way of adverse possession or otherwise.

5.1.33 Land Owners have Marketable and Bankable Title: The Land Owners has good, free, clear, marketable, bankable and

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transferrable right, title and interest in the Said Property, free from all encumbrances of any and every nature whatsoever.

However, in case of any claim by any third Party is found in regard to the Said Property, then the Land Owners herein shall at all times and at their own cost and expenses, be responsible for resolving and/or settling all claims (including all third party claims) relating to the title of the Said Property.

5.1.34 Owner Not to Create Encumbrances: The Land Owners shall not create any encumbrance relating to the development of the Said Property or transferring the Developer's Allocation.

5.1.35 No Prejudicial Act: There is no matter which may prejudicially, adversely or materially affect the value of the Said Property or its development, usage or enjoyment or cast any doubt on the rights created in favour of the Developer/Promoter under this Agreement and the Owner has not done or permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer/Promoter under this Agreement.

5.1.36 Representations True and Correct: Each of the representations, warranties and undertakings of the Owner contained herein are true and correct and shall survive and subsist at all times and continue to bind the Owner.

5.2 Developer / Promoter's Representations: The Developer/Promoter has represented and warranted to the Owner as follows:

5.2.1 Infrastructure, Expertise and Financial Capacity of Developer/Promoter: The Developer/Promoter is carrying on

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business of construction and development of real estate and has necessary infrastructure and expertise in this field and the Developer/Promoter further has the necessary financial capacity to carry out the entire process of development and at no point of time shall take plea that the Project cannot be carried out due to lack of financial capacity.

5.2.2 **Developer/Promoter has Authority:** The Developer/Promoter has full authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.

5.3 **Scheme of Development:** The Promoter/Developer herein has drawn a scheme to develop a Residential and/or Commercial Project in ALL THAT the Said Property. And further the Promoter herein may merge the Said Property with any other chunk of contiguous and adjacent land to the Said Property, after complying with the Law of the Land, for which the Promoter/Developer with the respective Land Owners may enter into multiple number of registered development agreements, for the terms and conditions mentioned therein and thereby constructing thereon a cluster of ready-to-use residential or residential cum commercial buildings with car parking spaces, specified areas, amenities and facilities to be enjoyed in common (collectively **Said Complex**) and commercial exploitation of the Said Complex for the benefit of the Parties hereto (such development and commercial exploitation collectively **Project**) by selling the independent saleable spaces and amenities in the Said Complex, Car Parking Spaces (**Flats/Units**) to prospective buyers [collectively **Transferees**]. The Development of the Said Larger Premises would be cumulative effect of all the respective Development Agreements (including the instant Development

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Agreement) with the different Land Owners of the Said Larger Premises.

- 5.4 **Decision to Develop the Said Property:** The Said Property being the integrated part and parcel of the Said Larger Premises, the Owner herein has decided to develop the Said Property as well, through the Developer/Promoter herein, as an integral part of the Said Complex.
- 5.5 **Offer of Development:** The Land Owners herein has approached the Developer/Promoter and made the above representations and has requested the Developer/Promoter to take up the development of the Said Property.

6. Basic Understanding

- 6.1 **Development of Said Property by Construction and Commercial Exploitation of Said Complex:** The Parties have by mutual consent decided to take up the Project, i.e. the development of the Said Property by construction of the Said Complex in the Said Larger Premises and commercial exploitation of the Said Complex, on principal to principal basis.

- 6.2 **Costs of Development etc.:** The Developer/Promoter shall bear and pay all costs and expenses of and relating to construction of the Said Complex and shall have absolute right and full authority to appoint consultants, advisors, contractors, sub-contractors, agents, sub-agents etc.

7. Appointment and Commencement

- 7.1 **Appointment and Acceptance:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent

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thereto, the Owner hereby appoints the Developer/Promoter as the Developer/Promoter of the Said Property with right to execute the Project and the Developer/Promoter hereby accepts the said appointment by the Owner.

- 7.2 **Commencement and Tenure:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

8. Sanction and Construction

- 8.1 **Architect and Consultants:** Subject to the provisions of Clause 8.8 below, the Said Complex shall be constructed in accordance with the Building Plans sanctioned from the Kolkata Municipal Corporation (KMC) vide **Building Permit No. 2023070018 dated 20th Day of April, 2023** (herein after referred to as **Sanctioned Plan**) under the supervision of the Architect and other consultants appointed by the Promoter/Developer. The Promoter/Developer shall pay the professional fees and supervision charges and all costs, charges and expenses of the Architect and other consultants engaged in connection with construction work of the Project and the Land Owners shall have no liability or responsibility therefore.

- 8.2 **Construction of Said Complex:** The Developer/Promoter shall, at its own costs and expenses, construct, erect and complete the Said Complex in accordance with the Said Building Plans in different phases. Such construction shall be as per specifications described in the **3rd Schedule** below, common to all Units of the Said Complex (**Specifications**).

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- 8.3 **Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties that the Promoter shall construct, erect and complete the Said Complex within a period of **42 (Forty-Two) Months** from the date of issuing of the Sanctioned Plan, with a grace period of 6 (six) months, subject to Force Majeure as defined below (**Completion Time**). The Said Complex shall be deemed to be completed if completion certificate is submitted by the Architect to the KMC. However, it shall be the responsibility of the Promoter to obtain occupancy certificate from the KMC in due course. Subject to the aforesaid, in case there is any delay in completion of the Project, the Promoter shall be liable to pay interest as per the Nationalized Bank's Savings Account, on the remaining receivable revenue, as damages.
- 8.4 **Common Portions:** The Developer/Promoter shall, at its own costs, install and erect in the Said Complex the common areas, amenities and facilities such as stairways, lifts, generators, firefighting apparatus, passages, driveways, common lavatory, electric meter space, pump room, reservoir, overhead water tank, water pump and motor, water connection, drainage connection, sewerage connection and other facilities required for establishment, enjoyment, maintenance and management of the Said Complex. (collectively **Common Portions**).
- 8.5 **Extras and Deposits:** For permanent electric connection to the Units, the Transferees shall pay the deposits as and when demanded by the CESC Limited/WBSEDCL and/or other agencies. It is clarified that the Promoter/Developer alone shall be entitled to receive and appropriate from **all** the Transferees **(1)** charges for High Tension electric equipment and cabling **(2)** charges for generator and other amenities and facilities **(3)** deposits and advance for maintenance **(4)** deposits or

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proportionate share of deposits required to be given to the power supply agency (5) deposits or proportionate share of deposits required to be given to other statutory and/or utility supply agencies (6) Municipal taxes and all other tax outgoings in respect of the Units (including all other taxes as may be levied by the statutory authorities) (7) club membership fees (if any) (8) guarding charges (9) GST on Extras and (10) legal documentation charges (collectively **Extras**).

- 8.6 **Basic Sale Price:** The Parties shall time to time decide the sale price of the Units/Flats of their respective Allocations in the Said Project which is not including the Extras as mentioned above.
- 8.7 **Building Materials:** The Developer/Promoter shall be authorized in the name of the Land Owners to apply for and obtain at the costs of the Developer/Promoter, quotas, entitlements and allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Land Owners and required for the construction of the Said Complex and the Land Owners shall have no liability or responsibility therefor.
- 8.8 **Temporary Connections:** The Developer/Promoter shall be authorized in the name of the Land Owners to apply for and obtain at the costs of the Developer/Promoter, temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer/Promoter shall be entitled to use the existing electricity and water connection at the Said Larger Premises which includes Said Property, upon payment of all usage and other applicable charges and the Land Owners shall have no liability or responsibility therefor.

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- 8.9 **Alteration of Said Building Plan:** The Developer/Promoter shall be entitled to alter, amend, revise modify, extend the Sanctioned Plan, as per it's requirement.
- 8.10 **Additional F.A.R:** On account of any change of rules or otherwise, in the event any additional F.A.R. is available for the Sanctioned Plan resulting in additional constructed space in the Said Complex, the benefit of such additional F.A.R. including incremental car parking spaces shall be shared by the Land Owners and the Developer/Promoter in the same manner and proportion as per their respective allocations. The Land Owners hereby expresses it's No-Objection and shall sign and execute all such documents that may be required for this purpose.
- 8.11 **Name of Said Complex:** The Said Complex shall be named as be decided by the Developer/Promoter and such name given by the Developer/Promoter shall not be changed under any circumstances, except by the Developer/Promoter.
- 8.12 **Co-operation:** Neither Party shall indulge in any activity that may be detrimental to the Project and/or which may affect the mutual interest of the Parties. The Land Owners shall provide all cooperation that may be necessary for successful completion of the Project.
- 9. Possession and Title Deeds**
- 9.1 **Developer/Promoter Inducted as Licensee:** For the purpose of carrying out the development in terms of this Agreement, the Land Owners have already inducted the Developer/Promoter as a licensee in respect of the Said Property, in terms of this Agreement. Subject to the above, legal possession shall always

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be deemed to be with the Land Owners, without prejudice to the rights of the Developer/Promoter under this Agreement.

- 9.2 **Deposit of Title Deeds:** At or before the date hereof, the Land Owners has deposited the original title documents and all link deeds of the Said Property with the Developer/Promoter and the Developer/Promoter shall be entitled to produce, submit and mortgage thereof before authorities, banks, financial institutions etc. And on completion of the Project, the Developer/Promoter shall handover the original title deeds and all link deeds to the association of Transferees of Units (**Association**).

10. Powers and Authorities

- 10.1 **General Power Of Attorney:** Simultaneously herewith, the Land Owners shall grant to the Developer/Promoter and/or its nominees a registered General Power of Attorney relating to the Said Property for the purposes of (1) getting the Said Building Plans sanctioned, revalidated, modified, altered by the concern authority and the Planning Authorities in terms of this Agreement (2) construction of the Said Complex in terms of this Agreement and (3) booking and entering into agreements for sale and granting conveyance of the Developer's Allocation comprised in Said Complex to the Transferees, (4) receive the consideration money/sale proceeds of the Developer's Allocation.

- 10.2 **Further Acts:** Notwithstanding grant of the General Power Of Attorney, the Land Owners hereby undertakes that it shall execute, as and when necessary, all papers, documents, plans etc. that may be necessary for enabling the Developer/Promoter to perform all obligations under this Agreement.

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11. Land Owners' Consideration:

11.1 Land Owners' Allocation: The Developer/Promoter shall, at its own costs and expenses, construct, finish, fully complete and deliver to the Land Owners and handover undisputed possession of **21% (Twenty-One Percent)** saleable Built-up Area proportionately arising out of the Said Property in the constructed area of the Said Project, in a habitable condition Togetherwith **21% (Twenty-One Percent) Car Parking Spaces** according to the Sanctioned Plan (**Land Owners' Allocation**) which includes other spaces or areas comprised of in the New Building. It is clarified that the Land Owners' Allocation shall include proportionate undivided, impartible and indivisible share in the Said Property, common areas, amenities and facilities made available in the Said Project such as paths, passages, stairway, electric meter room, pump room, overhead water tank, water pump and motor, drainage connections, sewerage connections and other facilities to be required for establishment, enjoyment, maintenance and management of the New Building, morefully and particularly mentioned and described in the **Part I** of the **2nd Schedule** hereunder written.

11.2 Deposits with Land Owners: It is hereby agreed by and between the Parties that the Promoter/Developer herein on or before the date of the present agreement paid **Rs. 9,00,000/- (Rupees Nine Lakh Only)** to the Land Owners herein as an **Interest Free Refundable Security Deposit**, morefully and particularly mentioned and described in the **Part II** of the **2nd Schedule** hereunder written, which would be adjusted with Land Owners' Allocation.

12. Developer/Promoter's Allocation: The Developer/Promoter shall be fully and completely entitled to get the balance **79%**

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(Seventy-Nine percent) saleable Built-up Area of the constructed area of the Said Project after allocating the Land Owners' Allocation stated above Togetherwith **79% (Seventy-Nine percent) Car Parking Spaces (Developer/Promoter's Allocation)**. It is clarified that the Developer/Promoter's Allocation shall include proportionate undivided, impartible and indivisible share in the Said Property, common areas, amenities and facilities made available in the Said Project such as paths, passages, stairway, electric meter room, pump room, overhead water tank, ultimate top roof of the New Buildings, water pump and motor, drainage connections, sewerage connections and other facilities to be required for establishment, enjoyment, maintenance and management of the New Building, morefully and particularly mentioned and described in the **Part III** of the **2nd Schedule** hereunder written.

- 13. Sharing of Allocation:** The Parties herein shall delineate and demarcate their respective shares on mutual understanding on a photocopy of the Sanctioned Plan and thereby the Parties herein shall sign a Supplementary Agreement. The **Land Owners' Allocation** shall be marked with colour **RED** and the **Developer/Promoter's Allocation** shall be marked with colour **BLUE** and the **Common Areas** shall be marked with **GREEN**. Both the Parties shall sign and endorse the said demarcated photocopy of the Plan. The same procedure shall be allowed for any amended or corrected Plan. Such Plan shall be an integral part of this Development Agreement and shall be conclusive proof of the respective allocations.
- 14. Project Finance:** The Developer/Promoter may arrange for financing of the Project (**Project Finance**) by a Bank/Financial Institution (**Banker**). Such Project Finance can be secured on

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the strength of the security of the Developer/Promoter's Entitlement and construction work-in-progress/receivables to the extent pertaining to the Developer/Promoter's Entitlement but collateral security may be created by depositing the original title deeds of the Said Property. The Land Owners shall deposit the title deeds of the Said Property with the Banker but on the clear understanding that the Banker shall have no right of recovery against the Land Owners and the Land Owners' Entitlement. For this purpose, the Land Owners undertakes to sign and execute all necessary documents and if required by the Banker, the Land Owners shall join as consenting party to create a charge in favour of Banker for availing such Project Finance. For the avoidance of doubt, it is clarified that the Land Owners shall at all times be obligated to sign and execute all documents required by the Banker for the Developer/Promoter availing Project Finance. It is further clarified that the Developer/Promoter shall solely remain liable and responsible for repayment of the amounts so borrowed together with the interest and penal interest accrued due thereon and shall keep the Land Owners saved, harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings including litigation costs. The Land Owners hereby covenants that (1) the Developer shall be entitled to obtain construction loan from any financial institution by mortgaging the Developer's Allocation in the Said Property and/or any part thereof and (2) the Intending Purchaser/s shall also be entitled to obtain home loan from any financial institution/Bank by mortgaging their respective Units in the First Phase.

15. Dealing with Units in the New Buildings:

- 15.1 **Land Owners' Allocation:** Subject to the provisions mentioned above, the Land Owners shall be exclusively entitled to the Land

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Owners' Allocation and shall be entitled to transfer or otherwise deal with the Land Owners' Allocation in any manner the Land Owners deems appropriate without any right claim or interest therein whatsoever of the Developer/Promoter and the Developer/Promoter shall not in any way interfere with or disturb the sale/transfer and quiet and peaceful possession of the Land Owners' Allocation. It is however understood that the dealings of the Land Owners with regard to the Land Owners' Allocation shall not in any manner fasten or create any financial liabilities upon the Developer/Promoter. However, any transfer of any part of the Land Owners' Allocation shall be subject to the provisions of this Agreement and the Developer/Promoter shall not in any way interfere with or disturb the sale/transfer and quiet and peaceful possession of the Land Owners' Allocation but subject to provisions of this Agreement after obtaining the final Sanctioned Plan the Developer/Promoter will allocate the proper Land Owners' Allocation to the Land Owners herein. However, if the Land Owners so desires to sell the Land Owners' Allocation or any part thereof through the Developer/Promoter, the Land Owners shall pay to the Developer/Promoter brokerage at a mutually agreed rate on the basic sale price of the Flats/Units of the Said Complex as brokerage plus applicable GST (if any).

- 15.2 Possession on Completion of Construction:** On the New Building being constructed, completed and finished in tenantable and habitable condition (as certified by the Architect), the Developer/Promoter shall hand over possession of the Land Owners' Allocation after adjusting the Interest Free Refundable Security Deposit and on receiving GST on transfer of Land Owners' Allocation, the Extra Charges with applicable GST of Land Owners' Allocation and proportionate Marketing Expenses. Till such time the Land Owners' Allocation are not being handed over by the Developer/Promoter, the Developer/Promoter shall

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not deliver possession of any part or portion of the Developer/Promoter's Allocation to any Transferee or other third party and on the other hand the Land Owners shall take over the possession of its Allocation without any delay.

15.3 Developer/Promoter's Allocation: The Developer/Promoter shall be exclusively entitled to the Developer/Promoter's Allocation and shall be entitled to transfer or otherwise deal with the Developer/Promoter's Allocation and receive the consideration thereof in any manner the Developer/Promoter deems appropriate without any right, claim, or interest therein whatsoever of the Land Owners and the Land Owners shall not in any way interfere with or disturb the sale/transfer and quiet and peaceful possession of the Developer/Promoter's Allocation. It is however understood that the dealings of the Developer/Promoter with regard to the Developer/Promoter's Allocation shall not in any manner fasten or create any financial liabilities upon the Land Owners. However, any transfer of any part of the Developer/Promoter's Allocation shall be subject to the provisions of this Agreement and the Land Owners shall not in any way interfere with or disturb the sale/transfer and quiet and peaceful possession of the Developer/Promoters Allocation but subject to provisions of this Agreement.

15.4 Transfer of Developer/Promoter's Allocation: In consideration of the Developer/Promoter constructing and handing over the Land Owners' Allocation to the Land Owners, the Land Owners shall execute the Deed or Deeds of Conveyance of the Unit/Flat/Shop and undivided share in the Said Property in favour of the Transferee/s as be attributable to the Developer/Promoter's Allocation in such parts as shall be required by the Developer/Promoter. Such execution of Conveyances at the option of the Developer/Promoter may be

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done by the Developer/Promoter by exercising the powers and authorities granted under the Development Power of Attorney by the Land Owners herein.

15.5 Transfer of Land Owners' Allocation: On handing over the Land Owners' Allocation to the Land Owners, the Land Owners shall execute the Deed or Deeds of Conveyance of the Unit/Flat/Shop and undivided share in the Said Property in favour of the Transferee/s as be attributable to the Land Owners' Allocation.

15.6 Cost of Transfer: The costs of such Conveyances including stamp duty and registration expenses and all other legal expenses shall be borne and paid by the Transferees.

15.7 Common Documentation: The Land Owners and the Developer/Promoter shall adopt common format of documentation for transfer of the Units/Flats/Shops to be drawn by Mr. Sanjay Sadhu, Advocate, Judges' Court, Barasat, North 24 Parganas or any other Advocate as decided by Promoter. The Common Portions, Common Restrictions and all other matters of common interest, shall be uniformly adopted in the documentation by way of an agreement for Land Owners' Allocation.

15.8 Transfer by Land Owners: The Land Owners, in its capacity as Land Owners of the Said Property, shall execute Deeds of Conveyance of the land share in the Said Complex in favour of the Transferees. Such conveyances shall be executed by the Developer/Promoter on behalf of the Land Owners, on the strength of the General Power Of Attorney.

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15.9 Possession to Transferees: The Project shall be developed in phases and possession of Units to the Transferees shall also be delivered in phases. The Developer shall intimate the Land Owners by written Notice of clear 15 (Fifteen) days addressing to the Land Owners that to take over of possession of the Land Owners' Allocation by the Land Owners itself and on the expiry of that 15 (Fifteen) days it will be treated as deemed possession by the Land Owners.

16. Municipal Taxes and Outgoings

16.1 Relating to Period Prior to Instant Agreement: All municipal taxes, land revenue and outgoings (collectively **Rates**) on the Said Property relating to the period up to the instant agreement, whether as yet demanded or not, shall be borne, paid and discharged by the Land Owners. It is made specifically clear that all Rates outstanding upto such date shall remain the liability of the Land Owners and such dues shall be borne and paid by the Land Owners as and when called upon by any statutory authority.

16.2 Relating to Period After Instant Agreement: All Rates on the Said Property relating to the period after the instant agreement shall be borne, paid and discharged by the Developer/Promoter. It is made specifically clear that all Rates outstanding after such date shall remain the liability of the Developer/Promoter and such dues shall be borne and paid by the Developer/Promoter, till the Possession Date.

16.3 Relating to Period After Possession Date: On and from the Possession Date, the Transferees shall pay the Rates applicable to their respective Units.

17. Maintenance After Possession Date

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17.1 **Maintenance:** The Developer/Promoter shall frame a scheme for the management and administration of the Said Complex including Common Portions thereof.

17.2 **Maintenance Charge:** As and from the date possession of various phases of the Said Complex is delivered (**Possession Date**), the concerned Transferees and Land Owners herein shall become responsible for proportionate payment of all maintenance charges and Extras (as mentioned in the Point No. 8.5 herein above) thereon for maintenance and upkeep of the Common Portions and facilities in the Said Complex (**Maintenance Charge**). The Maintenance Charge shall be fixed by the Developer/Promoter and till such maintenance is handed over to a Society/Association and/or any other organization, the Developer/Promoter shall collect the Maintenance Charge.

18. Common Restrictions

18.1 **Applicable to All Units:** All Units/Flats of the Said Complex shall be subject to the same restrictions as are applicable to Ownership buildings, intended for common benefit of all occupiers of the Said Complex.

19. Obligations of Developer/Promoter

19.1 **Amalgamation of Said Property:** The Developer/Promoter shall amalgamate the Said Property along with other land of the Said Larger Premises after complying with the Rules of concern authority or any other appropriate authority.

19.2 **Completion of Development within Completion Time:** The Developer/Promoter shall complete the entire process of development of the Said Property within the Completion Time, unless extended in writing.

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- 19.3 **Meaning of Completion:** The word 'completion' and its grammatical variants shall mean habitable and tenantable state with adequate water supply, sewage connection, electrical installation and all other facilities and amenities as be required to be provided to make the Units ready-for-use and occupation but shall not include occupancy certificate from the concern authority.
- 19.4 **Obtainment of Occupancy Certificate/Completion Certificate:** However it shall be the responsibility of the Developer/Promoter to obtain Occupancy Certificate/Completion Certificate from the appropriate authority in due course, and in no case the Land Owners herein shall be held responsible to obtain the Occupancy Certificate/Completion Certificate.
- 19.5 **Compliance With and No Violation of Laws:** The execution of the Project shall be in conformity with the Real Estate (Regulation and Development) Act, 2016 and the west Bengal Real Estate (Regulation and Development) Rules, 2021 (**RERA**) and any other prevailing laws, rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Parties herein to ensure proper compliance thereof.
- 19.6 **Planning, Designing and Development:** The Developer/Promoter shall be responsible for planning, designing and development of the Said Complex with the help of the Architect, professional bodies and contractors.
- 19.7 **Commencement of Project:** The development of the Said Property shall commence as per the Specifications, Said

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Building Plans, schemes, rules, regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer/Promoter, the Land Owners having no responsibility in respect thereof in any manner whatsoever. The Developer/Promoter shall intimate to the Land Owners from time to time the progress of the Project.

19.8 Strict Adherence by Developer/Promoter: The Developer/Promoter has assured the Land Owners that it shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits given in this Agreement, without default.

19.9 Construction at Developer/Promoter's Risk and Cost: The Developer/Promoter shall construct the Said Complex at its own cost, risk and responsibility, by adhering to the Said Building Plans and all applicable laws and attending to all notices issued by concerned authorities. The Developer/Promoter shall alone be responsible and liable to Government, other authorities concerned and to the occupants/Transferees and to the third parties and shall alone be liable for any loss, damage or compensation or for any claim arising from or relating to such construction and shall indemnify the Land Owners fully against any claims, losses and damages for any default, failure, breach, act, omission or neglect on the part of the Developer/Promoter and/or any contractor, entity, body, agency and/or person appointed or designated by the Developer/Promoter and/or any employees/agents/representatives thereof.

19.10 Tax Liabilities: All tax liabilities i.e Goods & Service Taxes (**GST**) and any other applicable taxes, in relation to the development of the Said Property shall be paid by the

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Promoter/Developer. Any tax arising out of transfer of the Land Owners' Allocation to the Land Owners, shall be paid by the Land Owners to the Developer/Promoter. Any applicable taxes, if any, for transfer of Flats/Units, car parking, other facilities & amenities and applicable Taxes on Extras to the Transferees shall be borne by the Transferees. Simultaneously any applicable taxes, if any, for other facilities & amenities on Extras (as defined in Para No. 8.5 above) on the Land Owners' Allocation shall be borne by the Land Owners.

19.11 Permission for Construction: Subject to the specific responsibilities mentioned in this Agreement, it shall be the responsibility of the Developer/Promoter to obtain all permissions required from various Government authorities for execution of the Project. The expenses to be incurred for obtaining all such permissions shall be borne by the Developer/Promoter.

20. Obligations of Land Owners

20.1 Co-operation with Developer/Promoter: The Land Owners undertake to fully co-operate with the Developer/Promoter for obtaining all permissions required for development of the Said Property.

20.2 Act in Good Faith: The Land Owners undertake to act in good faith towards the Developer/Promoter (and any appointed and/or designated representatives) so that the Project can be successfully completed.

20.3 Documentation and Information: The Land Owners undertake to provide the Developer/Promoter with any and all documentation and information relating to the Said Property

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as may be required by the Developer/Promoter from time to time provided the same are available with the Land Owners.

20.4 No Obstruction in Dealing with Developer/Promoter's

Functions: The Land Owners covenant not to do any act, deed or thing whereby the Developer/Promoter may be prevented from discharging its functions under this Agreement.

20.5 No Obstruction in Construction: The Land Owners covenant not to cause any interference or hindrance in the construction of the Said Complex.

20.6 No Dealing with Said Property: The Land Owners covenant not to let out, grant lease, mortgage and/or charge the Said Property or any portions thereof save in the manner envisaged by this Agreement.

20.7 Strict Adherence by Land Owners: The Land Owners has assured the Developer/Promoter that they shall implement the terms and conditions of this Agreement strictly without any violation.

21. Indemnity

21.1 By Developer/Promoter: The Developer/Promoter hereby indemnifies and agrees to keep the Land Owners saved, harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Land Owners in relation to the Project and/or to the development and/or to the construction of the Said Complex and/or defect therein and those resulting from breach of this Agreement by the Developer/Promoter, including any act of neglect or default of the Developer/Promoter's consultants, employees and/or the Transferees and any breach resulting in

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any successful claim by any third or violation of any permission, rules, regulations or bye-laws or arising out of any construction related accident or otherwise. Save and except any title related actions/claims (which shall be the sole liability of the Land Owners), the Developer/Promoter hereby further indemnifies and agrees to keep the Land Owners saved, harmless and indemnified of, from and against any actions/claims (including actions relating to deficiency in service) made by the Transferees of the Said Complex.

- 21.2 **By Land Owners:** The Land Owners hereby indemnifies and agrees to keep the Developer/Promoter saved, harmless and indemnified of, from and against any and all actions, suits, costs, proceedings, claims, losses, damages or liabilities (whether criminal or civil) that the Developer/Promoter may suffer due to any defect in title of the Land Owners to the Said Property and/or any encumbrance or liability whatsoever thereon.

22. Limitation of Liability

- 22.1 **No Indirect Loss:** Notwithstanding anything to the contrary contained herein, neither the Developer/Promoter nor the Land Owners shall be liable in any circumstances whatsoever to each other for any indirect loss suffered or incurred.

23. Miscellaneous

- 23.1 **Parties Acting under Legal Advice:** Each Party has taken and shall take their own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.
- 23.2 **Essence of Contract:** The Land Owners and the Developer/Promoter expressly agree that the mutual covenants

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and promises contained in this Agreement shall be the essence of this contract.

- 23.3 **Documentation:** The Developer/Promoter shall be responsible for meeting all costs and expenses towards execution and registration of this Agreement and any document for giving effect to all or any of the terms and conditions set out in this Agreement.
- 23.4 **Valid Receipt:** The Land Owners shall pass valid receipts for all amounts paid under this Agreement.
- 23.5 **No Partnership:** The Land Owners and the Developer/Promoter have entered into this Agreement purely as a contract on principal-to-principal basis 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.
- 23.6 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 23.7 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 23.8 **No Demise or Assignment:** Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the Said Property or any part thereof to the Developer/Promoter by the Land Owners or as creating any right, title or interest therein in favour of the

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Developer/Promoter except to develop the Said Property in terms of this Agreement.

24. Termination

- 24.1 **Circumstances of Termination:** In the event all permissions, consents, clearances, registrations and no objections required for commencement of construction of the Said Complex not being granted for any reason whatsoever, this Agreement shall stand terminated at the option of the Promoter/Developer. Except as mentioned above, none of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration as mentioned below. In the event of any default on the part of either Party, the other Party shall be entitled to claim specific performance of this Agreement and also for damages and the Parties agree that the Arbitration Tribunal shall be empowered to award specific performance or cancellation of this Agreement and additionally also to award damages and other such reliefs.

25. Force Majeure

- 25.1 **Meaning of Force Majeure:** The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God (2) acts of nature (3) acts of war (4) fire (5) insurrection (6) terrorist action (7) civil unrest (8) riots (9) any notice, order of injunction, litigation, attachments, etc. (10) any rule or notification of the Government or any other public authority and (11) any act of Government such as change in legislation or enactment of new law or restrictive laws or regulations (12) epidemics/pandemics (13) lockdowns declared by the State Government/ Central Government

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(collectively **Force Majeure**). However, on happening of any of the events of Force Majeure (as mentioned above), the concerned Party shall immediately inform the other Party in writing.

- 25.2 **Saving Due to Force Majeure:** If either Party is delayed in or prevented from performing any of their/its obligations under this Agreement by any event of Force Majeure, such Party shall be deemed not to have defaulted in the performance of their/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 be extended accordingly.

26. Confidentiality

- 26.1 **Confidential Information:** Confidential information shall mean and include all trade secrets, business plans and other information relating to (whether directly or indirectly) the businesses of the Parties (including, but not limited to the provisions of this Agreement) and in whatever form, which is acquired by or disclosed to the other Party pursuant to this Agreement but excluding anything which is known/available in the public domain (**Confidential Information**).

- 26.2 **Handling of Confidential Information:** In consideration of Confidential Information of each Party (**Disclosing Party**) being made available to the other Party (**Receiving Party**) under this Agreement, the Receiving Party shall at all times:

- 26.2.1 **Secrecy:** treat all such Confidential Information as secret and confidential and take all necessary steps to preserve such confidentiality.

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26.2.2 **No Misuse:** not use any such Confidential Information other than for the purpose of performing their/its obligations under this Agreement and in particular, not use or seek to use such Confidential Information to obtain (whether directly or indirectly) any commercial, trading or other advantage (whether tangible or intangible) over the Disclosing Party.

26.2.3 **No Third-Party Disclosure:** not disclose such Confidential Information to anyone other than with the prior written consent (such consent to be granted or withheld at the Disclosing Party's absolute discretion) of the Disclosing Party provided that no consent shall be required for any disclosure to third parties for the purpose of compliance with law and/or for implementation of this Agreement.

26.2.4 **No Copying:** not make any copies of any such Confidential Information (including, without limitation, any document, electronic file, note, extract, analysis or any other derivation or way of representing or recording any such Confidential Information) without the Disclosing Party's prior written consent (such consent to be granted or withheld at the Disclosing Party's absolute discretion).

27. Entire Agreement

27.1 **Supersessions:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, oral or implied but does not impact any correspondence or agreement made contemporaneously or hereafter.

28. Severance

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ADDITIONAL REGISTRAR
OF ASSURANCE
KONKATA
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28.1 **Partial Invalidity:** 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 circumstances 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.

28.2 **Modification of Invalid Provision:** If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were modified, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable.

29. Reservation of Rights

29.1 **Right to Waive:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by such Party.

29.2 **Forbearance:** No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.

29.3 **No Waiver:** Any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence to or recognition of any

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right under or arising out of this Agreement or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

- 29.4 **No Continuing Waiver:** A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion. No omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall constitute a waiver of such obligation of the other Party or the due and punctual performance thereof by such other Party and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other (similar or otherwise) obligations hereunder or as a waiver of any right or remedy that such Party may otherwise have in law or in equity.

30. Amendment/Modification

- 30.1 **Express Documentation:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the Parties and expressly referring to the relevant provision of this Agreement.
- 30.2 **Subject to RERA:** Notwithstanding anything contained in this Agreement, it is the express understanding between the Parties that all the terms (including but not limited to the commercial terms contained in this Agreement) contained in this Agreement shall always be subject to the Real Estate (Regulation and Development) Act, 2016 and The West Bengal Real Estate (Regulation and Development) Rules, 2021 framed thereunder (**RERA**). In the event of inconsistency or repugnancy between the terms of this Agreement and the provisions of the RERA, then to the extent of such

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inconsistency of repugnancy, the provisions of the RERA shall prevail.

31. Notice

31.1 **Mode of Service:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or by facsimile transmission, or sent by registered post with acknowledgement due to the proper address and for the attention of the relevant Party (or such other address as is notified in the manner mentioned in this Clause by each Party from time to time). The Land Owners shall address all such notices and other written communications to the Managing Partner of the Developer/Promoter and the Developer/Promoter shall address all such notices and other written communications to the Land Owners.

31.2 **Time of Service:** Any such notice or other written communication shall be deemed to have been served **(1)** if delivered personally, at the time of delivery **(2)** if sent by facsimile transmission, at the time of transmission (if sent during business hours) or at the beginning of business hours next following the time of transmission (if not sent during business hours), in the place to which the facsimile was sent **(3)** if sent by registered post, on the 4th day of handing over the same to the postal authorities.

31.3 **Proof of Service:** In proving such service it shall be sufficient to prove that personal delivery was made or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted or in



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the case of registered post, that such notice or other written communication was properly addressed and delivered to the postal authorities.

32. Arbitration

32.1 Referral of Disputes to Arbitration: Any and all disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement whether *inter se* between the Land Owners or between the Land Owners and the Developer/Promoter (collectively **Disputes**), shall be referred to and finally resolved by arbitration by an Arbitration Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996.

32.2 Arbitration Tribunal: In case the Disputes are between the Land Owners of the one part and the Developer/Promoter of the other part, the Parties irrevocably agree that the Arbitration Tribunal shall consist of 1 (one) Arbitrator to be appointed jointly by the Land Owners and the Developer/Promoter, failing which the Arbitration Tribunal shall consist of three Arbitrators, 1 (one) Arbitrator to be appointed by the Land Owners, 1 (one) Arbitrator to be appointed by the Developer/Promoter and the Chairman of the Arbitration Tribunal to be jointly appointed by the said 2 (two) Arbitrators.

32.3 Conduct of Arbitration Proceeding: The Parties irrevocably agree that **(1)** the place of arbitration shall be Kolkata only **(2)** the language of the arbitration shall be English **(3)** the Arbitration Tribunal shall be entitled to give interim awards/directions regarding the Disputes **(4)** the Arbitration

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Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law **(5)** the arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with Amendment made from time to time and the provisions of the said act shall apply to the arbitration proceedings and **(6)** the directions and interim/final award of the Arbitration Tribunal shall be binding on the Parties.

33. Jurisdiction

33.1 **Court:** In connection with the aforesaid arbitration proceedings, the District Court of the district in which the Said Property is situated and the Hon'ble High Court at Calcutta only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

34. Rules of Interpretation

34.1 **Presumptions Rebutted:** It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of Parties to the Said Property and/or this Agreement.

34.2 **Statutes:** In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statute, statutory provision or subordinate legislation shall be

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construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statute, statutory provision or subordinate legislation.

- 34.3 **Number:** In this Agreement, any reference to singular includes plural and vice-versa.
- 34.4 **Gender:** In this Agreement, words denoting any gender including all other genders.
- 34.5 **Party:** In this Agreement, any reference to a Party is to a party to this Agreement.
- 34.6 **Clause or Paragraph:** In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.
- 34.7 **Including:** In this Agreement, any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 34.8 **Headings:** In this Agreement, headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.
- 34.9 **Definitions:** In this Agreement, the words put in brackets and in bold print define the word, phrase and expression immediately preceding.

**1st Schedule
(Said Property)**

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(Subject Matter of Agreement)

ALL THAT piece and parcel of land measuring about **73.33** (Seventy Three Point Thirty Three) Cottah, be the same a little more or less, together with share of structure made of brick built wall and the shed measuring an area about 3500 Square feet, standing thereon, be the same a little more or less, lying and situated at municipal **Premises No. 250, Tiljala Road**, within the local limits of Ward No. 65 of Kolkata Municipal Corporation, having Assessee No. **11-065-34-0194-2**, Post Office Gobinda Khatick Road, Police Station Karaya, Kolkata 700046, under Additional District Sub-Registrar, Sealdah, in the District of South 24 Parganas, West Bengal and the Said Property is delineated and demarcated on the **Plan A** annexed hereto and bordered in colour **Red** thereon And the Said Property is butted and bounded as follows-

ON THE NORTH : By Premises No. 147, Tiljala Road
ON THE SOUTH : By Premises No. 35, Tiljala Road
ON THE EAST : By 40'-0" Wide Road
ON THE WEST : By the Railways Line

2nd Schedule

**Part-I
(Land Owners' Allocation)**

The Developer/Promoter shall, at its own costs and expenses, construct, finish, fully complete and deliver to the Land Owners and handover undisputed possession of **21% (Twenty-One Percent)** saleable Built-up Area proportionately arising out of the Said Property in the constructed area of the Said Project, in a habitable condition Togetherwith **21% (Twenty-One Percent) Car Parking Spaces** according to the Sanctioned Plan which includes other spaces or areas comprised of in the New Building. It is clarified that the Land Owners' Allocation shall include

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proportionate undivided, impartible and indivisible share in the Said Property, common areas, amenities and facilities made available in the Said Project such as paths, passages, stairway, electric meter room, pump room, overhead water tank, water pump and motor, drainage connections, sewerage connections and other facilities to be required for establishment, enjoyment, maintenance and management of the New Building

Part-II
(Interest Free Refundable Security Deposits)

It is hereby agreed by and between the Parties that the Promoter/Developer herein on or before the date of the present agreement paid **Rs. 9,00,000/- (Rupees Nine Lakh Only)** to the Land Owners herein as an **Interest Free Refundable Security Deposit**, which would be adjusted with Land Owners' Allocation. It is hereby agreed between the Owner and the Developer/Promoter that the security deposit shall be refunded by the Grantor to the said Developer/Promoter simultaneously with the receiving of the Owner's Allocation in a proportionate manner.

Part-III
(Promoter/Developer's Allocation)

The Developer/Promoter shall be fully and completely entitled to get the balance **79% (Seventy-Nine percent)** Built-up Area of the constructed area of the Said Project after allocating the Land Owners' Allocation stated above Togetherwith **79% (Seventy-Nine percent) Car Parking Spaces (Developer/Promoter's Allocation)**. It is clarified that the Developer/Promoter's Allocation shall include proportionate undivided, impartible and indivisible share in the Said Property, common areas, amenities and facilities made available in the Said Project such as paths, roofs passages, stairway, electric meter room, pump room, overhead water tank, ultimate top roof of

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the New Buildings, water pump and motor, drainage connections, sewerage connections and other facilities to be required for establishment, enjoyment, maintenance and management of the New Building.

**3rd Schedule
(Specifications)**

Living / Dining / Lobby / Passage	
Floor	Vitrified Tiles
Walls & Ceiling	Wall Putty (Ready to paint)
Bedrooms	
Floor	Vitrified Tiles in Bedrooms
Walls & Ceiling	Wall Putty (Ready to Paint)
Kitchen	
Walls	Tiles up to 7'- 0" on counter walls and wash areas, Balance Wall Putty (Ready to Paint)
Floor	Vitrified tiles.
Counter	Granite Counter.
Fitting / Fixtures	Stainless Steel Sink or equivalent brands sanitary ware fittings.
Ceiling	Wall Putty (Ready to Paint)
Bathrooms	
Walls & Floor	Walls – Tiles, Floor - Anti Skid Ceramic tiles
Sanitary Ware	Parry ware / Hind ware or equivalent brands

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/ CP Fittings	sanitary ware.
Doors & Windows	
Entrance Doors	Front laminated Flush Doors.
Internal Doors	Flush Doors.
Windows	Powder coated Aluminium windows or UPVC window with tinted glass or equivalent make.
Electrical	
Modular switches (Havel's / Anchor or equivalent make) and copper wiring.	
Power Backup	For common areas
Apartment Type	Power Backup at extra cost
Intercom system	Between apartment to apartment and apartments to all service areas
Security System	
CCTV camera surveillance	
Lobby	
Entrance Lobby	Exquisitely designed at ground floor
Lift	Automatic lifts of Kone/OTIS/ Schindler or make of equivalent make.

35. Execution and Delivery

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OF ASSURANCES-I, KOLKATA
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35.1 **In Witness Whereof** the Parties have executed this Agreement on the date mentioned above.

Abul Kalam Biswas

(Panchmahal Realtors
Private Limited)

Abul Kalam Biswas

(Panchpushap Construction
Private Limited)

Abul Kalam Biswas

(Jhilmil Complex Private Limited)
(All are represented by its authorised
signatory namely Abul Kalam Biswas
LAND OWNERS)

Sk. Md. Saruf

(Biswas Ventures LLP (previously known
as Biswas Infracon LLP, represented by its
authorised signatory namely Sk.
Mahammad Saruf)
(PROMOTER)

Prepared In My Office:

Sanjay Sadhu

(SANJAY SADHU)

Advocate

Enrolment No. WB/770/2000

District Judges Court, Barasat, North 24 Parganas

Witnesses:

Signature

Sombhu Biswas

Name- Name-Sombhu Biswas

Father's Name- Ajay Biswas

Address- K. K. Ramdas Road, Post Office
Nimta, Police Station Nimta, District
North 24 Parganas, Kolkata -700049

Signature

Anuram Mondal

Name- ANURAM MONDAL

Father's Name- Sri Anuram Mondal

Address- Ururi, Bhupatindapur

Barabani, Kolkata

Pin-721458

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Receipt and Memo of Consideration

Received from the within named Promoter the within mentioned sum of **Rs. 9,00,000/- (Rupees Nine Lakh Only)** towards part payment of the Interest-Free Refundable Security Deposit of the Said Property described in the **Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
000266	26/08/2020	Telet Bank	3,00,000/-
000263	26/08/2020	- Do -	3,00,000/-
000264	26/08/2020	- Do -	3,00,000/-
			9,00,000/-

Abul Kalam Biswas

(Panchmahal Realtors
Private Limited)

Abul Kalam Biswas

(Panchpushap Construction
Private Limited)

Abul Kalam Biswas

(Jhilmil Complex Private Limited)
(All are represented by its authorised
signatory namely Abul Kalam Biswas
LAND OWNERS)

Witnesses:

Signature *Sombhu Biswas*

Name- Name-Sombhu Biswas

Father's Name- Ajay Biswas

Address- K. K. Ramdas Road, Post
Office Nimta, Police Station Nimta,
District North 24 Parganas, Kolkata -
700049, West Bengal.

Signature *Anupam Mondal*

Name- ANUPAM MONDAL

Father's Name- Sri Anuraj Mondal

Address- Durgam, Bhupat Nagar
Purba Medinipur
Pin- 721458

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ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
20 APR 2024

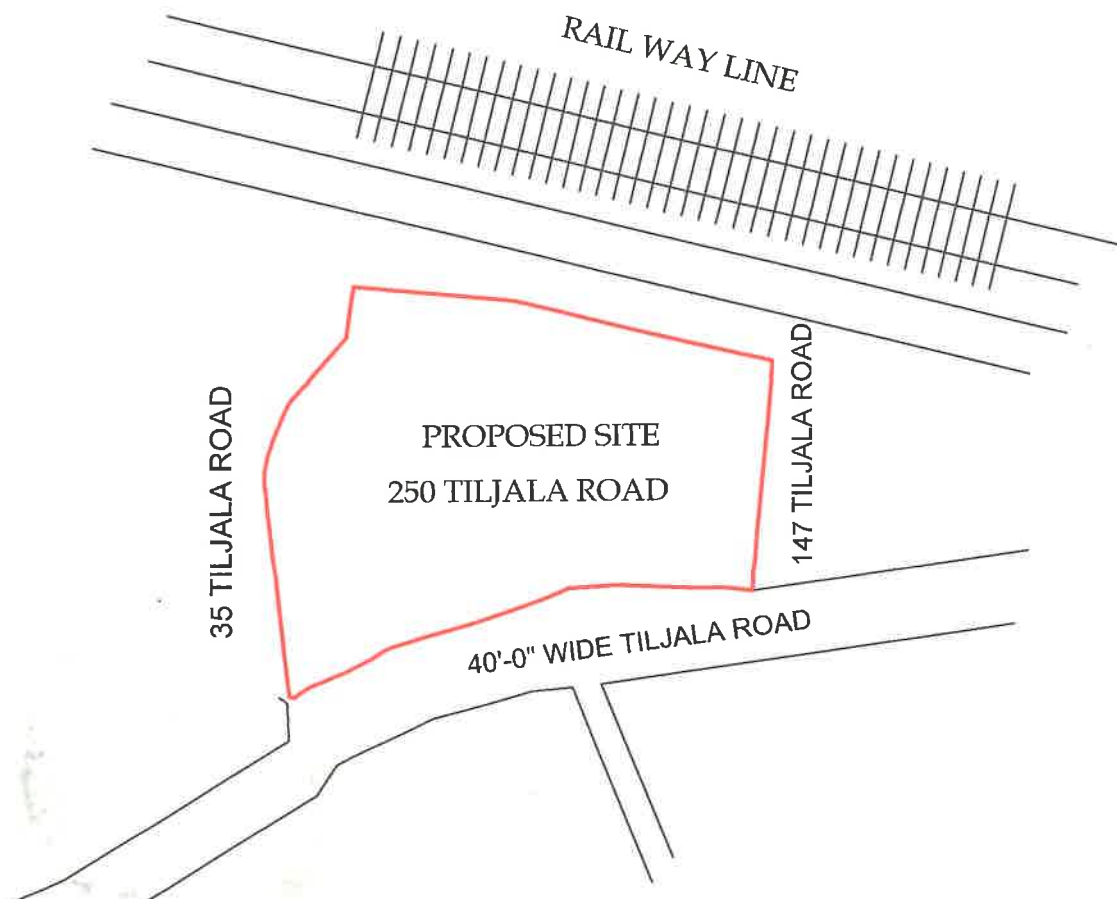
SITE PLAN OF PREMISES NO. - 250, TILJALA ROAD. WARD-65, BOROUGH
- VII P.S. :- KARAYA . KOLKATA -700 046 .

Scale 1:4000

Land Area (M/L)- 3B-13K-5CH-10SQFT



NORTH



M/S Panchmarat Realtors private limited)
M/S Panchpushap Construction private limited)
M/S Shilpi Complex private limited)
Abul Kalam Biswas

Director

BISWAS VENTURES LLP

SK. MD. Saraf

Authorized Signator

SIGNATURE OF LAND OWNERS

SIGNATURE OF PROMOTER

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ADDITIONAL REGISTRAR
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BISWAS VENTURES

Authorized Signatory

SPECIMEN FORM OF TEN FINGER PRINTS

Signature of the executants
and/or purchaser
Presentants



Signature-

Abul Kalam Biswas

Little	Ring	Middle (Left Hand)	Fore	Thumb
Thumb	Fore	Middle (Right Hand)	Ring	Little

Name- **Abul Kalam Biswas**



Signature-

Sk. MD. Saruf

Little	Ring	Middle (Left Hand)	Fore	Thumb
Thumb	Fore	Middle (Right Hand)	Ring	Little

Name- **Sk Mahammad Saruf**

PHOTO					
	Little	Ring	Middle (Left Hand)	Fore	Thumb
Signature-					
	Thumb	Fore	Middle (Right Hand)	Ring	Little
Name-					

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ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
20 APR 2024



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



192024250020432018

GRN Details

GRN:	192024250020432018	Payment Mode:	SBI Epay
GRN Date:	19/04/2024 12:17:38	Bank/Gateway:	SBIePay Payment Gateway
BRN :	1396764657533	BRN Date:	19/04/2024 12:18:41
Gateway Ref ID:	0828446541	Method:	ICICI Bank - Corporate NB
GRIPS Payment ID:	190420242002043200	Payment Init. Date:	19/04/2024 12:17:38
Payment Status:	Successful	Payment Ref. No:	2000976762/12/2024
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	Mr BISWAS VENTURES LLP
Address:	Mani Casadona Building, Flat No - 6ES1, Floor No - 6, AA-II, New Town, Kolkata- 700156
Mobile:	9903909069
Email:	biswasinfraconllp@gmail.com
Period From (dd/mm/yyyy):	19/04/2024
Period To (dd/mm/yyyy):	19/04/2024
Payment Ref ID:	2000976762/12/2024
Dept Ref ID/DRN:	2000976762/12/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000976762/12/2024	Property Registration- Stamp duty	0030-02-103-003-02	75021 ✓
2	2000976762/12/2024	Property Registration- Registration Fees	0030-03-104-001-16	9021 ✓
			Total	84042

IN WORDS: EIGHTY FOUR THOUSAND FORTY TWO ONLY.

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Photo, Finger Print, Signature & a-Sign Capture

Query No / Year :	Query Date :	Name of Presentant :	Abul Kalam Biswas
Serial No / Year :	Date of Presentation :	Presentation At :	Office
Deed No / Year :	Date of Execution :	Transaction :	Sale, Development Agreement or Construction agreement
19012000976762/2024	18-04-2024		
1901003615/2024	20-04-2024		
1-190103431/2024	20-04-2024		

Name	Photo	Finger Print	Signature	Action	Other Option
Sombhu Blewas (IDENTIFIER)				Select	Select

Photo

Diagram illustrating the layout of a finger print sensor. The sensor is divided into three main sections:

- Impression Of**: The central area for capturing the fingerprint impression.
- Left Thumb**: The area for capturing the left thumb impression, marked with a small 'x' above the label.
- Capture**: The area for capturing the fingerprint impression.
- Finger Print**: The area for capturing the fingerprint impression.

☐ **By the Pen of**

Signature

Signature Capture

[Click Here to Finalize](#)

photo fingerPrint and signature sheet is not completed for person: Abul Kaiaam Biswas, Sk Mohammad Saruf, Sembhu Biswas (Identifier) . . Please take action.

Major Information of the Deed

Deed No :	I-1901-03431/2024	Date of Registration	20/04/2024
Query No / Year	1901-2000976762/2024	Office where deed is registered	
Query Date	18/04/2024 8:08:02 PM	A.R.A. - I KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	SOMBHU BISWAS K K RAM DAS ROAD, Thana : Nimta, District : North 24-Parganas, WEST BENGAL, PIN - 700049, Mobile No. : 9830754410, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 9,00,000/-]		
Set Forth value	Market Value		
	Rs. 27,45,02,562/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 75,121/- (Article:48(g))	Rs. 9,105/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Karaya, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Tiljala Road, Road Zone : (Rameshwar Sh Rd -- 4no. Bridge (Ward no. 64&65)) , , Premises No: 250, , Ward No: 065 Pin Code : 700046

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	73.33 Katha		27,35,57,562/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
Grand Total :				120.9945Dec	0 /-	2735,57,562 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	3500 Sq Ft.	0/-	9,45,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 3500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		3500 sq ft	0 /-	9,45,000 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Panchmahal Realtors Private Limited Mukul Shanti Garden, Flat No-B, 5th Floor, Block 2, Jogerdanga, Rajarhat, City:- Not Specified, P.O:- Rajarhat Gopalpur, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700136 Date of Incorporation:XX-XX-2XX3 , PAN No.: AAxxxxxx3C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	Panchpushap Construction Private Limited Mukul Shanti Garden, Flat No-B, 5th Floor, Block 2, Jogerdanga, Rajarhat, City:- Not Specified, P.O:- Rajarhat Gopalpur, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700136 Date of Incorporation:XX-XX-2XX3 , PAN No.: AAxxxxxx4F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
3	Jhilmil Complex Private Limited Mukul Shanti Garden, Flat No-B, 5th Floor, Block 2, Jogerdanga, Rajarhat, City:- Not Specified, P.O:- Rajarhat Gopalpur, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700136 Date of Incorporation:XX-XX-2XX3 , PAN No.: AAxxxxxx2A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

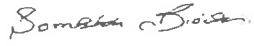
SI No	Name,Address,Photo,Finger print and Signature
1	Biswas Ventures LLP 6ES1, 6th Floor, Mani Casadana, Action Area IIF, City:- Not Specified, P.O:- New Town, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700156 Date of Incorporation:XX-XX-2XX7 , PAN No.: AAxxxxxx0A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Representative Details :				
SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Abul Kalam Biswas (Presentant) Son of Abdul Kader Biswas Date of Execution - 20/04/2024, , Admitted by: Self, Date of Admission: 20/04/2024, Place of Admission of Execution: Office		 Captured LTI 03/05/2024	 03/05/2024
Malayapur, Maliapur, City:- Not Specified, P.O:- Raghunathpur, P.S:-Baduria, District:-North 24-Parganas, West Bengal, India, PIN:- 743401, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX7 , PAN No.: AOxxxxxx5B, Aadhaar No: 40xxxxxxxx9414 Status : Representative, Representative of : Panchmahal Realtors Private Limited (as Director), Panchpushap Construction Private Limited (as Director), Jhilmil Complex Private Limited (as Director)				

Name	Photo	Finger Print	Signature
Sk Mahammad Saruf Son of Sk Safiuddin Date of Execution - 20/04/2024, , Admitted by: Self, Date of Admission: 20/04/2024, Place of Admission of Execution: Office		 Captured	
May 3 2024 4:43PM	LT1 03/05/2024	03/05/2024	
6ES 1, 6th Floor, Mani Casadona, Action Area IIF, City:- Not Specified, P.O:- New Town, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700156, Sex: Male, By Caste: Muslim, Occupation: Service, Citizen of: India, Date of Birth:XX-XX-2XX1 , PAN No.:: QFxxxxxx3P, Aadhaar No: 92xxxxxxxx1038 Status : Representative, Representative of : Biswas Ventures LLP (as Authorised Signatory)			

Identifier Details :

Name	Photo	Finger Print	Signature
Sombhu Biswas Son of Mr Ajay Biswas K. K. Ramdas Road, City:- Not Specified, P.O:- Nimta, P.S:-Nimta, District:-North 24 -Parganas, West Bengal, India, PIN:- 700049		 Captured	
25/04/2024	25/04/2024	25/04/2024	
Identifier Of Abul Kalam Biswas, Sk Mahammad Saruf			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Panchmahal Realtors Private Limited	Biswas Ventures LLP-40.3315 Dec
2	Panchpushap Construction Private Limited	Biswas Ventures LLP-40.3315 Dec
3	Jhilmil Complex Private Limited	Biswas Ventures LLP-40.3315 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Panchmahal Realtors Private Limited	Biswas Ventures LLP-1166.66666700 Sq Ft
2	Panchpushap Construction Private Limited	Biswas Ventures LLP-1166.66666700 Sq Ft
3	Jhilmil Complex Private Limited	Biswas Ventures LLP-1166.66666700 Sq Ft

Endorsement For Deed Number : I - 190103431 / 2024

On 20-04-2024

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 14:38 hrs on 20-04-2024, at the Office of the A.R.A. - I KOLKATA by Abul Kalam Biswas

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 27,45,02,562/-

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

Execution is admitted on 20-04-2024 by Abul Kalam Biswas, Director, Panchmahal Realtors Private Limited (Private Limited Company), Mukul Shanti Garden, Flat No-B, 5th Floor, Block 2, Jogerdanga, Rajarhat, City:- Not Specified, P.O:- Rajarhat Gopalpur, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700136; Director, Panchpushap Construction Private Limited (Private Limited Company), Mukul Shanti Garden, Flat No-B, 5th Floor, Block 2, Jogerdanga, Rajarhat, City:- Not Specified, P.O:- Rajarhat Gopalpur, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700136; Director, Jhilmil Complex Private Limited (Private Limited Company), Mukul Shanti Garden, Flat No-B, 5th Floor, Block 2, Jogerdanga, Rajarhat, City:- Not Specified, P.O:- Rajarhat Gopalpur, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700136

Indetified by Sombhu Biswas, , Son of Mr Ajay Biswas, K. K. Ramdas Road, P.O: Nimta, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by profession Business

Execution is admitted on 20-04-2024 by Sk Mohammad Saruf, Authorised Signatory, Biswas Ventures LLP (LLP), 6ES1, 6th Floor, Mani Casadona, Action Area IIF, City:- Not Specified, P.O:- New Town, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700156

Indetified by Sombhu Biswas, , Son of Mr Ajay Biswas, K. K. Ramdas Road, P.O: Nimta, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 9,105.00/- (B = Rs 9,000.00/- ,E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 9,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/04/2024 12:18PM with Govt. Ref. No: 192024250020432018 on 19-04-2024, Amount Rs: 9,021/-, Bank: SBI EPay (SBlePay), Ref. No. 1396764657533 on 19-04-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

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

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1135, Amount: Rs.100.00/-, Date of Purchase: 07/02/2024, Vendor name: M DUTTA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/04/2024 12:18PM with Govt. Ref. No: 192024250020432018 on 19-04-2024, Amount Rs: 75,021/-, Bank: SBI EPay (SBlePay), Ref. No. 1396764657533 on 19-04-2024, Head of Account 0030-02-103-003-02


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

THE HISTORY OF THE UNITED STATES

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2024, Page from 147567 to 147629
being No 190103431 for the year 2024.



Pradipta

Digitally signed by PRADIPTA KISHORE GUHA
Date: 2024.05.06 14:35:50 +05:30
Reason: Digital Signing of Deed.

(Pradipta Kishore Guha) 06/05/2024
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
West Bengal.

