21748/20 I-21923/24 IS 21270 UNDRED RUPEES INDIA NON JUDICIAL পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL AU 046057 ertified that the document is admitted to registration. The signature sheets and the endroesement sheets attached with the document are the pa tof this document

District Sub-Register-III Alipore, South 24-parganas

1 7 DEC 2024

**AGREEMENT** made December

WO THOUSAND AND TWENTY FOUR BETWEEN

₹ 100/- Date
Name :
Address :
Vendor:
Alipore Collectorate, 24Pgs. (South) SUBHANKAR DAS STAMP VENDOR
Alipore Police Court, KOI-27
Sub-Regional Sub-Region of the
प्रत्यमेव जयते वहीं के

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DISTRICT SUB REGISTION OF SOUTH 24 PGS., ALIPUME.

1) KKM VENTURES LLP (LLPIN ACC-1518) (INCOME TAX PAN ABAFK7546E), a Limited Liability Partnership, incorporated and registered under The Limited Liability Partnership Act, 2008, having its registered office and principal place of business at Diamond Heritage, 16 Strand Road, Room No. 201A, Police Station - Hare Street, Post Office - General Post Office, Kolkata - 700 001, West Bengal, represented by its Designated Partner, Sri Rajesh Kumar Maheshwari, (INCOME TAX PAN AFBPM2963A), (AADHAR NO. 6483 6705 2900), son of Late Nand Kishore Maheshwari. by faith Hindu, by nationality Indian, by occupation business and at present residing at Blossom County Luxury, Block - 2, 9th Floor, Flat No. 9A, 180A Kabi Guru Sarani, Behala, Police Station and Post Office - Behala, Kolkata - 700 034, West Bengal, 2) RADHA ELECTRICALS PRIVATE LIMITED (INCOME TAX PAN AABCR2757F), a Company, incorporated and registered under The Companies Act, 1956, having its registered office and principal place of business at 15, Jatin Das Road, Police Station - Kalighat, Post Office - Rashbehari Avenue, Kolkata - 700 029, West Bengal, represented by its Director, Sri Rakesh Jhunjhunwala, (INCOME TAX PAN ACFPJ9239B), (AADHAR NO. 4425 8635 4819), son of Late Brahmadutt Jhunjhunwala, by faith Hindu, by nationality Indian, by occupation business and at present residing at Flat No. 43, 6/1/3, Queens Park, Ballygunge, Police Station and Post Office - Ballygunge, Kolkata - 700 019, West Bengal, 3) SRI RAKESH JHUNJHUNWALA (INCOME TAX PAN ACFPJ9239B), (AADHAR NO. 4425 8635 4819), son of Late Brahmadutt Jhunjhunwala, by faith Hindu, by nationality Indian, by occupation business and at present residing at Flat No. 43, 6/1/3, Queens Park, Ballygunge, Police Station and Post Office - Ballygunge, Kolkata - 700 019, West Bengal, 4) SMT ASHA JHUNJHUNWALA (INCOME TAX PAN ACSPJ7373B), (AADHAR NO. 7541 8730 3242), daughter of Sanwarmall Modi, by faith Hindu, by nationality Indian, by occupation business and at present residing at Flat No. 43, 6/1/3, Queens Park, Ballygunge, Police Station and Post Office - Ballygunge, Kolkata - 700 019, West Bengal, 5) SRI SHSHANK JHUNJHUNWALA (INCOME TAX PAN AFSPJ1652G), (AADHAR NO. 9447 6635 6746), son of Sri Rakesh Kumar Jhunjhunwala, by faith Hindu, by nationality Indian, by occupation business and at present residing at Flat No. 43, 6/1/3, Queens Park, Ballygunge, Police Station and Post Office - Ballygunge, Kolkata - 700 019, West Bengal, 6) NIROSHINI TECHNOLOGY LIMITED LIABILITY PARTNERSHIP, (LLPIN AAH-1450) (INCOME TAX PAN AANFN3485F), a Limited Liability Partnership, incorporated and registered under The Limited Liability Partnership Act, 2008, having its registered office and principal place of business at 7B, Kiran Shankar Roy Road, 4th Floor, Police Station - Hare Street, Post Office - General Post Office, Kolkata - 700 001, West Bengal, represented by its Designated



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Partner, Sri Aditya Kumar Tibrewal, (INCOME TAX PAN ABUPT6560F), (AADHAR NO. 5069 0770 2119), son of Binod Kumar Tibrewal, by faith Hindu, by nationality Indian, by occupation business and at present residing at Flat No. 9D, Tower - 3, Active Acres, 54/10 D.C. Dey Road, Tangra, Police Station and Post Office - Tangra, Kolkata - 700 015, West Bengal, 7) ADITYA KUMAR TIBREWAL (HUF) (INCOME TAX PAN AAKHA4560K), a Hindu Undivided Family, having its registered office and principal place of business at Flat No. 9D, Tower - 3A, 'Active Acres', 54/10 D.C. Dey Road, Tangra, Police Station and Post Office - Tangra, Kolkata - 700 015, West Bengal, represented by its Karta, Sri Aditya Kumar Tibrewal, (INCOME TAX PAN ABUPT6560F), (AADHAR NO. 5069 0770 2119), son of Binod Kumar Tibrewal, by faith Hindu, by nationality Indian, by occupation business and at present residing at Flat No. 9D, Tower - 3, Active Acres, 54/10 D.C. Dey Road, Tangra, Police Station and Post Office - Tangra, Kolkata - 700 015, West Bengal, 8) MACROGRAPH RESIDENCY LLP (INCOME TAX PAN ACAFM0607K), a Limited Liability Partnership incorporated and registered under The Limited Liability Partnership Act, 2008, having its registered office and principal place of business at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office - Shakespeare Sarani, Kolkata - 700 017, West Bengal, represented by its Designated Partner, Sri Vivek Choudhary, (INCOME TAX PAN ACCPC0658A), (AADHAR NO. 8710 7389 5118), son of Sri Bijay Choudhary, by faith Hindu, by nationality Indian, by occupation business and at present residing at No. 84, Block BH, Salt Lake City, Sector II, Police Station Bidhannagar (North), Post Office Sech Bhawan, Kolkata - 700 091, District North 24 Parganas, West Bengal 9) MACROGRAPH RETAIL LLP (INCOME TAX PAN ACAFM0508M), a Limited Liability Partnership incorporated and registered under The Limited Liability Partnership Act, 2008, having its registered office and principal place of business at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office - Shakespeare Sarani, Kolkata - 700 017, West Bengal, represented by its Designated Partner, Sri Vivek Choudhary, (INCOME TAX PAN ACCPC0658A), (AADHAR NO. 8710 7389 5118), son of Sri Bijay Choudhary, by faith Hindu, by nationality Indian, by occupation business and at present residing at No. 84, Block BH, Salt Lake City, Sector II, Police Station Bidhannagar (North), Post Office Sech Bhawan, Kolkata - 700 091, District North 24 Parganas, West Bengal and 10) PRUDENT INFRAREALTY PRIVATE LIMITED (INCOME TAX PAN AAFCP2060D), a Company incorporated and registered under The Companies Act, 1956, having its registered office and principal place of business at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office - Shakespeare Sarani, Kolkata - 700 017, West Bengal, represented by its Director, Sri Ravindra Khaitan, (INCOME TAX PAN AFQPK8488R), (AADHAR NO. 3781 7075 7108), son of Sri Late



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Ratanlal Khaitan, by faith Hindu, by nationality Indian, by occupation business and at present working for gain at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office - Shakespeare Sarani, Kolkata - 700 017, West Bengal, hereinafter, collectively, referred to as the 'OWNERS', (which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and be deemed to mean and include the Karta of the said HUF, its members/ coparceners for the time being and their respective legal heirs, legal representatives, successors, executors, administrators and assigns, the respective Designated Partners for the time being of the LLPs and/or their respective legal heirs, executors, successors, administrators, legal representatives and assigns, as the case may be, respective legal heirs, executors, successors, administrators, legal representatives, successors-in office, successors in interest and assigns) of the ONE PART AND KHAITAN CONSTRUCTION LLP, (INCOME TAX PAN AAOFK7355G), a limited liability partnership incorporated and registered under The Limited Liability Partnership Act, 2008, having its registered office and principal place of business at 10A, Rawdon Street, Rawdon Enclave, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata - 700 017, represented by its Designated Partner SRI RAVINDRA KHAITAN (INCOME TAX PAN AFQPK8488R) (AADHAAR NO. 3781 7075 7108), son of Late Ratan Lal Khaitan, by faith Hindu, by nationality Indian, by occupation business and at present working for gain at Rawdon Enclave, 10A, Rawdon Street, 1st Floor, Kolkata - 700 017, West Bengal hereinafter referred to as the 'DEVELOPER', (which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and be deemed to mean and include its partners for the time being and their respective successors, executors, administrators, legal representatives and/or assigns) of the OTHER PART

## WHEREAS:

A. The Owners herein are jointly and collectively owning (in their respective ratios of ownership) being joint undivided ownership of i) 50% (fifty percent) of Owners no. 1 to 5, ii) 47% (forty-seven percent) of Owners no. 6 to 9 and iii) 3% (three percent) of Owner no. 10) and are the absolute and lawful owners and are also absolutely and lawfully seized and possessed of and/or otherwise well and sufficiently entitled to, in fee simple, of ALL THAT the piece or parcel of land, admeasuring an area of 49 Cottahs 3 Chittacks, be the same a little more or less in Mouza Jagaddal, J. L. No. 71, under R.S. Dag No. 3293, L. R. Dag No. 3365, R.S. Khatian No. 480, L.R. Khatian Nos. 1431 & 2071, Police Station and Additional District Sub Registrar Sonarpur, under Rajpur Sonarpur Municipality, bearing Holding No. 279, Kalimohan Roychowdhury Road, Ward No. 25,



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District 24 Parganas (South), Kolkata – 700 151, TOGETHER WITH a tin shed constructed and erected thereon containing by measurement covered area of 200 (two hundred) sq. ft., be the same a little more or less, (hereinafter referred to and also defined in this Agreement as the "SAID PREMISES"), as more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written, absolutely and forever, free from all encumbrances, mortgages, charges, liens, lispendens, attachments, trusts, leases, vestings, Wakfs, debutters, acquisition, requisition and alignment whatsoever or howsoever. The devolution of title of the Owners to the Said Premises is described in the SECOND SCHEDULE hereunder written.

- **B.** The Owners assure and warrant in favour of the Developer that all the original title deeds relating to the Said Premises are in the custody of the Owners and that the Owners have not created any charge or mortgage by depositing the title deeds or any of them or otherwise and that the Said Premises is free from all encumbrances, mortgages, charges, liens, lispendens, attachments, trusts, leases, tenancies, bargadars, debutters, acquisition, requisition, alignment and liabilities whatsoever or howsoever.
- C. The parties hereto have agreed upon certain terms and conditions with regard to development of the Said Premises by the Developer for mutual benefit and for the consideration and on the terms and conditions hereinafter contained.
- **D.** At or before the execution hereof, the respective parties hereto have resolved, by passing necessary resolutions, for development of the Said Premises and to enter into this Agreement.

## NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- In this Agreement unless there be something contrary or repugnant to the subject or context:
  - i) SAID PREMISES shall mean ALL THAT the piece or parcel of land, admeasuring an area of 49 Cottahs 3 Chittacks, be the same a little more or less, in Mouza Jagaddal, J. L. No. 71, under R.S. Dag No. 3293, L. R. Dag No. 3365, R.S. Khatian No. 480, L.R. Khatian Nos. 1431 & 2071, Police Station and Additional District Sub Registrar Sonarpur, under Rajpur Sonarpur Municipality, bearing Holding No. 279, Kalimohan Roychowdhury Road, Ward No. 25, District 24 Parganas (South), Kolkata 700 151, TOGETHER WITH a tin shed constructed and erected thereon containing by measurement covered



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area of 200 (two hundred) sq. ft., be the same a little more or less, as more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.

- ii) ARCHITECT shall mean any person or persons, firm or firms, who may from time to time be appointed by the Developer for designing and planning of the New Building or Buildings at the Said Premises.
- iii) NEW BUILDING/S AND/OR BUILDINGS shall mean and include the new building or buildings, commercial and/or residential and/or mixed-use building/s, as may be so decided by the Developer to be constructed erected and completed by the Developer at the Said Premises.
- iv) PLAN shall mean the plans and/or drawings of the New Building/s as may be caused to be prepared by the Developer from the Architect and sanctioned by the Rajpur Sonarpur Municipality and/or other concerned authorities and to be approved in writing by the Owners in the manner hereinafter stated before submitting to the authorities concerned and shall include modifications and/or additions and/or alterations thereto as may be necessary and/or required from time to time and permissible under the relevant law(s).
- v) COMMON AREAS AND FACILITIES shall mean the areas installations and facilities in the New Building/s and/or in the Said Premises and expressed or intended by the Developer for common use and enjoyment by the occupants of the New Building/s.
- vi) COMMON EXPENSES shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the New Building/s and the Said Premises and in particular the Common Areas And Installations and other Common Purposes and rendition of services in common to the purchasers/holders of flats/units/apartments therein.
- vii) COMMON PURPOSES shall mean and include the purposes of managing maintaining upkeeping and administering the New Building/s and the Said Premises and in particular the Common Areas And Installations, rendition of services in common to the purchasers/holders of units in the New Building/s, collection and disbursement of the Common Expenses and dealing with all matters of common interest of the purchasers/holders of flats/apartments in the New Building/s.



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- viii) EXTRAS AND DEPOSITS shall mean and include all necessary charges and expenses on account of or as extras on account of all necessary charges and expenses incurred for installation and upkeep of all transformers and generators in the Said Premises for providing electrical facilities, sinking fund, generator charges together with the charges and expenses allied/related thereto, charges towards electrical infrastructure (such as costs and expenses for transformers, sub-station, HT panel, cabling and allied equipment installed for supply of electricity, etc.) charges/ fees towards/ in lieu of having sanctioned any deviations from the sanctioned plan(s) in the construction as stipulated in the relevant statute governing the same, expenses on account of formation of owners' association, legal and documentation charges, stamp duty, registration fees and other incidental and allied costs, expenses of all deeds, documents, agreements, collected from the Intending Transferees, etc., development or other fees/ charges and also those received as advances and deposits against municipal rates and taxes, maintenance charges, etc., each as determined by the Developer at its sole and absolute discretion which shall be received in entirety by the Developer.
- ix) GROSS SALE PROCEEDS shall mean the amounts received by the Developer from the Intending Transferee(s) in lieu of transfer/alienation of any unit/flat/apartment and Parking Spaces and/or any part or portion of the Project together with the amounts, if any, received from the Intending Transferee(s) including Preferential Location Charges (PLC), but the term shall not mean or include the following amounts:
  - Sales and Marketing Expenses as defined in clause 1 (xi) below;
  - b. Extras and Deposits as defined in 1 (viii) above;
  - c. Statutory realization including but not limited to Goods and Service Tax (GST), Works Contract Sale Tax, payment of any taxes, fees, duties, costs, expenses or any other charges by whatever name called;
  - d. Stamp duty and registration fee, if collected from the prospective purchasers/Transferee(s);
  - e. Cost of extra work carried out exclusively at the instance of the prospective purchasers/Transferee(s), which shall be received in entirety by the Developer;



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- f. Furniture, fixtures, or fittings, or any electrical gadgets supplied at the cost and exclusively at the instance of the prospective purchasers/Transferee(s) beyond the specified Specifications agreed in this Agreement, which shall be received in entirety by the Developer;
- g. Amounts received by the Developer from the prospective purchasers/Transferee(s) for and on account of installation of window grills in the respective flats/units of the prospective purchasers/ Transferee(s).
- h. Amounts received by way of loan(s) from any bank(s), financial institution(s), etc. identified by the Developer to finance the construction and implementation of the Project;
- i. Amounts which may be found to be refundable according to the terms of the agreement for sale with the Intending Transferee(s) and agreed to be refunded/paid to such Intending Transferee(s) after adjustments, if any, in terms of the agreement for sale with such Transferee(s) notwithstanding and without prejudice to the obligation of the Owners to also refund/ pay any such amount to such Intending Transferee(s) if the same has been disbursed to the Owners.
- x) NET SALE PROCEEDS shall mean the Gross Sales Proceeds minus / less the Sales And Marketing Expenses defined in 1 (xi) below.
- xi) SALES AND MARKETING EXPENSES shall mean the cost of sales including brokerage and also marketing costs of the Project not exceeding 5% (Five percent) of the Gross Sale Proceeds together with applicable GST.
- Sale Proceeds of the saleable area in the New Building/s to be constructed at the Said Premises to comprise in various flats, units, apartments, shops, offices, showrooms and other constructed spaces, if any, and any other saleable rights and constructed spaces. The Owners shall also be entitled to 37% (Thirty-Seven percent) of the Net Sale Proceeds of the sanctioned car parking spaces which would include the open, covered, or multi-level car parking (MLCP) as so sanctioned and also the proceeds from the grant of permission for use of open areas of the Project as Parking Spaces, which shall belong, absolutely and entirely to the Owners. The Net Sale Proceeds shall, however, not include the Extras And Deposits, which the Developer



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shall be solely and absolutely entitled to. The Owners' Share/Ratio of the Net Sale Proceeds shall be paid to the Owners by the Developer after deducting there from the pro rata Sales And Marketing Expenses @ 5% (five percent) of such receipts which is to be borne by the Owners. The Owners' Share/Ratio shall be shared amongst the Owners in their respective ratios of ownership of 50% (fifty percent), (10% (ten percent) to each of the Owners no. 1 to 5 herein) 47% (forty-seven percent) (collectively to Owners no. 6 to 9 herein) and 3% (three percent) (to the Owner no.10 herein) respectively, i.e., 18.5% (Eighteen point Five percent) collectively to the Owners no. 1 to 5 herein, 17.39% (Seventeen point thirty-nine percent) collectively to the Owners no. 6 to 9 herein and 1.11% (One point eleven percent) to Owner no. 10 herein respectively.

- xiii) DEVELOPER'S SHARE/RATIO shall mean 63% (Sixty-Three percent) of the Net Sale Proceeds of the saleable area in the New Building/s to be constructed at the Said Premises to comprise in various flats, units, apartments, shops, offices, showrooms and other constructed spaces, if any, and any other saleable rights and constructed spaces. The Developer shall also be entitled to the balance 63% (Sixty-Three percent) of the Net Sale Proceeds of the sanctioned car parking spaces which would include the open, covered, or multi-level car parking (MLCP) as so sanctioned and also the proceeds from the grant of permission for use of open areas of the Project as Parking Spaces, which shall belong absolutely and entirely to the Developer. The Net Sale Proceeds shall, however, not include the Extras And Deposits, which the Developer, otherwise, shall be solely and absolutely entitled to. The Developer's Share/Ratio of the Net Sale Proceeds shall be paid to the Developer after deducting there from the pro rata Sales And Marketing Expenses @ 5% of such receipts.
- project to be opened in the Project name by the Developer with any scheduled banks for development of the Said Premises and to be operated also by the Developer herein. Three separate accounts are to be opened namely (i) "Sale Proceeds Account", (ii) "Escrow Account" and (iii) "Disbursement Account" by the Developer in the same Bank as may be so decided by the Developer. All Gross Sales Proceeds to be paid, deposited, reimbursed etc. by any Intending Transferee(s) of the Saleable Areas, shall be



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first deposited into the "Sale Proceeds Account". On the instructions of the Developer, the said bank will transfer 70% (Seventy Percent) out of the amount credited in the Sale Proceeds Account to the credit of the Escrow Account for the purpose of covering cost of construction and/or the project costs. The balance 30% (thirty percent) of the amounts remaining in the Sale Proceeds Account, will, at the instructions of the Developer be transferred to the Disbursement Account. From out of the Disbursement Account having the balance 30% (thirty percent) amounts of Gross Sale Proceeds, the Owner and each of them shall be entitled to receive from the Developer, the Owners' Share/Ratio after the Developer making applicable deductions therefrom including Sales And Marketing Expenses as per the respective Owner's Share/Ratio. The Developer shall be entitled to withdraw amounts from the Escrow Account to cover the cost of the Project, in proportion to the percentage of completion of the Project. The Developer shall ensure that there are explicit standing instructions to the said bank (in which the Project accounts are opened) about transfer of funds on a monthly basis from the Sale Proceeds Account to the Escrow Account and also to the Disbursement Account, as aforesaid.

- **units** shall mean all the saleable spaces/constructed areas in the New Building/s be it flats, apartments, shops, offices, showrooms etc. capable of being independently and exclusively owned, held used occupied and/or enjoyed, as the case may be, and shall include the open terraces, if any attached to any unit(s).
- xvi) PARKING SPACES shall mean the parking spaces in the ground floor and also in the basement(s), if any, of the New Building/s as also at the open spaces at the ground level and will include the MLCPs installed for parking of four wheelers/cars in the Said Premises intended to be used for parking motor cars and other vehicles therein or thereat.
- xvii) PROJECT shall mean the development of the Said Premises by erection, construction and completion of the New Building/s at the Said Premises pursuant to the plan for commercial exploitation.
- xviii) SPECIFICATIONS shall mean the general specifications and/or materials to be used for construction erection and completion of the New Building/s at the



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Project as more fully and particularly described in the THIRD SCHEDULE hereunder written.

- xix) TRANSFEREES shall mean all the prospective or actual buyers who may agree to purchase unit(s) in the New Building/s and for all unsold units as may be so allocated between them, if any, the Developer and the Owners respectively.
- xx) INTERPRETATIONS: In this Agreement (save to the extent that the context otherwise so requires);
  - a) Any reference to any act of Parliament or legislature whether general or specific, shall include any modification, extension or re-enactment of it for the time being in force and all rules, instruments, orders, plans, regulations, bye laws permissions or directions any time issued under it.
  - b) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated in writing.
  - c) A reference to a statutory provision shall include a reference to any modification or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
  - d) Any reference to this agreement or any of the provisions thereof shall include all amendments and modification made to this Agreement in writing from time to time.
  - e) The Schedules to this Agreement shall have the effect and be construed as an integral part of this agreement.
  - Words importing singular shall include plural and vice versa.
  - g) Words importing masculine gender shall include Feminine and Neuter genders And likewise words importing feminine gender shall include masculine and neuter genders And similarly words importing Neuter gender shall include masculine and feminine genders.
  - h) The terms 'hereof', 'hereby', 'hereto', 'hereunder' and similar terms shall refer to this agreement as a whole.



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- i) Any phrase introduced by the term 'including', 'include', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of word preceding those terms.
- j) Any reference to a 'party' is to a party to this agreement and any reference to 'parties' is collectively to all the Parties to this agreement.
- k) Words and phrases have been defined either under the definition clause and/or by putting then in bracket with or without inverted commas. When a word is defined, other part of speech and grammatical forms of that word or phrases shall have the corresponding meaning.
- 2. The Owners do and each of them doth hereby permits and grants exclusive right to the Developer to develop the Said Premises by constructing New Building/s thereat in accordance with the plan as may be sanctioned by the Rajpur Sonarpur Municipality for mutual benefit and for the consideration and on the terms and conditions herein contained.
- 2.1 The rights granted to the Developer to develop the Said Premises shall not be revoked or terminated by the Owners so long the Developer is not in express default of its obligations hereunder and any termination shall be done after reasonable notice to the Developer to rectify the default, if any.
- 3. Immediately hereafter, the Developer shall cause to be prepared the Plan for construction of New Building/s at the Said Premises and furnish a copy thereof to the Owners for their record and information and further the Developer shall apply to the Rajpur Sonarpur Municipality for sanction of the same in the names of the Owners.
- 3.1 In preparation and sanction of the Plan, the Developer shall endeavor to utilize maximum possible Floor Area Ratio (FAR) available in respect of the Said Premises. On sanction of the Plan by the Rajpur Sonarpur Municipality, the Developer shall furnish a copy thereof to the Owners.
- 3.2 All permissions and clearances required for the purposes of sanctioning of the Plan and construction of the New Building/s, including those required under the labour/industrial laws, shall be applied for and obtained by the Developer for and on behalf of the Owners at the Developer's costs and expenses, it being clarified that the Developer shall keep the Owners and each of them fully indemnified in this regard and the Developer confirms that the merits, outcome etc. of all such permissions and clearances shall be that of the Developer. The Owners shall, however, render all assistance and co-



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operation to the Developer in obtaining the same and sign, execute and deliver all papers documents instruments writings plans applications etc. as may be required therefor and shall also grant a power of attorney for such purpose, if required by the Developer. The Developer shall furnish to the Owners copies of all permissions, clearances and No Objection, as may from time to time be so obtained by the Developer.

- 3.3 The Developer shall also take necessary steps for registration of the Project under the relevant provisions of the Real Estate (Regulation and Development) Act, 2016 and/or the rules made thereunder ("Said Act").
- 4. Immediately upon execution and registration of this Agreement, the Owners shall put the Developer in peaceful vacant possession of the Said Premises to carry out the work of construction and development at the Said Premises.
- 5. All fees of the Architects for the entirety of the project including for the preparation of Plan and drawings (including working drawings) and all fees costs and charges required to be paid to the Rajpur Sonarpur Municipality for sanction of plan for the New Building/s and/or to all other shall be borne and paid by the Developer.
- **5.1** For the purposes connected with preparation, submission and sanctioning of the plan, the Owners shall render all co-operation and assistance to the Developer in getting the Said Premises surveyed and soil thereof tested and shall sign execute and deliver and submit all papers plans applications and documents and produce the title deeds and other papers and documents relating to the Said Premises as may from time to time be required of by the Developer and/or the Architects.
- 6. The Developer shall at its own costs and expenses construct the New Building/s at the Said Premises in accordance with the plan as may be sanctioned by the Rajpur Sonarpur Municipality and the Owners shall not be responsible.
- 6.1 The Developer shall construct the New Building/s in good substantial and workman like manner and by use of new and good quality of materials. The general specifications and/or materials to be used for construction erection and completion of the New Building/s are more fully and particularly described in the THIRD SCHEDULE hereunder written. The construction of the Building/s shall be made complete in all respect including lifts, electrical connection and fittings, water pump electrical and sanitary fittings, sewerage and drainage.
- 6.2 The Developer shall be entitled to as well as obliged to apply for and obtain connections for water, electricity, drainage, sewerage and other inputs utilities and



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facilities from State and Central Government authorities and statutory or other body or bodies required for construction use and enjoyment of the New Building/s at its own costs and expenses either in the name of the Developer and/or the Owners and for that or otherwise to close down and have disconnected the existing connections etc.

- 6.3 The Developer shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the New Building/s and obtaining inputs, utilities and facilities therein and the Owners agree to execute such papers and documents and do such other acts deeds and things as may be reasonably required by the Developer there for.
- 6.4 The Owners agree and covenant with the Developer not to cause any interference or hindrance in the construction of the proposed New Building/s at the Said Premises by the Developer and not to do any act deed matter or thing whereby the rights of the Developer hereunder may be affected or the Developer is prevented from making or proceeding with the construction, selling, or otherwise transferring of the New Building/s. The Owners shall however be entitled either themselves or through their authorized representative from time to time to inspect and verify the progress of the development and/or construction work.
- entitled to at its own costs to appoint engage and employ such contractors, sub-contractors, engineers, labourers, mistries, caretakers, guards and other staffs and employees and at such remuneration and on such terms and conditions as may be deemed necessary by the Developer. The remuneration salaries, wages and other charges required to be paid to the Contractors, Engineers, Architects and Mistries etc. to be employed and/or engaged shall be borne by the Developer. Staff and employees engaged by the Developer, if any, shall be the employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc.
- 6.6 The Developer shall be solely responsible to look after, supervise manage and administer the progress and day to day work of construction of the proposed New Building/s and shall not violate any Municipal or other statutory rules and laws and abide by and observe the rules and procedures relating to making construction of the New Building/s.
- 6.7 The Developer, while making construction of the New Building/s, shall ensure that there is no deviation from the Building Sanction Plan save modifications which are



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sanctionable or can be regularized subsequently and with the prior consent of the Architects and the Owners and the Developer shall keep the Owners indemnified against all actions suits proceedings costs charges expenses demands and consequences in respect thereof.

- 6.8 To enable the Developer to develop the Said Premises, the Owners shall sign execute and deliver and produce all papers documents instruments writings plans affidavits etc. as may be reasonably required by the Developer for carrying out the development work from time to time there for.
- 6.9 The Owners shall always upon demand by the Developer from time to time produce all original title deeds to establish and support the Owners' title to the Said Premises, including to enable the Developer and the buyers of units to take loans from Banks, Financial Institutions, etc. and also provide true copies thereof as may be required by the Developer.
- 6.10 The Developer shall construct the said proposed New Building/s strictly as per the Municipal Laws and/or the rules, regulations and bye-laws framed there under and the same in accordance with the sanctioned plan (save modifications which are sanctionable or can be regularized subsequently and with the prior consent of the Architects and the Owners) and shall solely be responsible for the structural stability of the proposed New Building/s as also the soundness of the construction work. In this respect, the Developer shall keep the Owners absolutely indemnified and harmless against all actions, claims and demands whatsoever (including third party claims) as may be made due to construction of the said Building/s and/or the said development work being in deviation from the sanctioned plan (save modifications which are sanctionable or can be regularized subsequently and with the prior consent of the Architects and the Owners) and/or in violation of the Municipal Laws and/or the rules, regulations and bye-laws there under.

## 7. ALLOCATION:

(i) The Owners shall be entitled to ALL THAT 37% (Thirty-Seven percent) of the Net Sale Proceeds of the saleable area in the New Building/s to be constructed at the Said Premises to comprise in various flats, units, apartments, shops, offices, showrooms and constructed spaces and any other saleable rights and constructed spaces. The Owners shall be entitled to 37% (Thirty-Seven percent) of the Net Sale Proceeds of the sanctioned car parking spaces, open, covered, or MLCP, which shall belong absolutely and entirely to the Owners. The Net Sale Proceeds shall, however, also not include the



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extras and deposits, which the Developer shall be solely and absolutely entitled to. The Owners' share/ratio of the Net Sale Proceeds shall be paid to the Owners by the Developer after deducting there from the Sales and Marketing Expenses to be borne by the Owners and the Developer in their respective ratios. The Owners' Share/Ratio shall be shared amongst the Owners in their respective ratios of ownership of 50% (fifty percent), 47% (forty-seven percent) and 3% (three percent) respectively, i.e., 18.5% (Eighteen point Five percent), 17.39% (Seventeen point thirty-nine percent) and 1.11% (One point eleven percent) respectively.

- (ii) The Developer shall be entitled to ALL THAT 63% (Sixty-Three percent) of the Net Sale Proceeds of the saleable area in the New Building/s to be constructed at the Said Premises to comprise in various flats, units, apartments, shops, offices, showrooms and constructed spaces and any other saleable rights and constructed spaces. The Developer shall be entitled to the balance 63% (Sixty-Three percent) of the Net Sale Proceeds of the sanctioned car parking spaces, open, covered, or MLCP, which shall belong absolutely and entirely to the Developer. The Net Sale Proceeds shall, however, also not include the extras and deposits, which the Developer shall be solely and absolutely entitled to. The Developer's share/ratio of the sale proceeds shall be paid to the Developer after deducting there from the Sales and Marketing Expenses to be borne by the Owners and the Developer in their respective ratios. (The respective shares/ratios of the Owners and the Developer are in short called "the said Ratio").
- **7.1** All commercial and other benefits accruing/derivable from the New Building/s and the Said Premises, such as hoardings, signages, bill boards, etc. and not specifically mentioned or dealt with herein shall be shared by and between the Owners and the Developer in the said Ratio.
- 8. The Developer, after sanction of the plan and at its own risks and costs and without in any manner indulging the Owners into any financial burden, be at liberty to negotiate with the prospective buyers of the flats, units and other constructed spaces in the New Building/s and enter into agreements for transfer of units, car parking spaces and other constructed and other areas benefits and rights together with the properties appurtenant thereto being the proportionate undivided share in the land comprised in the Said Premises and also in the Common Areas and Installations, at or for such



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consideration and on such terms and conditions as the Developer may deem fit and proper and realise the sale proceeds and other amounts receivable there for and the Owners shall not raise any dispute or objection with regard thereto.

- 8.1 The Owners confirm that the Owners may be called upon to join in as party to the Agreements that may be entered into by the Developer for sale or otherwise transfer of units, car parking spaces and other constructed and other areas benefits properties and rights AND THAT if so required by the Developer, the Owners shall join in as vendors/confirming party, to all such agreements and other documents of transfer agreeing and confirming to the effect that the Owners shall execute the Deed/s of Conveyance of the proportionate share in the land comprised in the Said Premises, without claiming any additional consideration money there for.
- **9.** The responsibility of making out good and marketable title to the Said Premises free from all encumbrances and liabilities shall always be that of the Owners.
- 9.1 Notwithstanding the aforesaid, it is however expressly agreed that if any encumbrance or any liability be found in respect of the Said Premises or any part thereof at any time hereafter, then and in such event, the Owners shall be liable, at their own costs, to have the same cleared and in case the Owners fail to do so even after receiving notice to that effect from the Developer, the Developer shall be at liberty to have the same cleared at the costs and expenses of the Owners.
- **10.** The Owners do and each of them doth hereby agrees and covenants with the Developer as follows:
  - i) not to cause any interference or hindrance or obstruction in the construction of the proposed Building/s at the Said Premises by the Developer and/or its agents.
  - ii) to assist the Developer in obtaining all permissions clearances and certificates if required for the sales to be effected as envisaged herein.
  - iii) to render all assistance and co-operation to the Developer in construction of the proposed Building/s, if so required and found necessary.
  - iv) not to do any act deed or thing whereby the Developer may be prevented from selling, transferring, dealing with, or disposing of units, car parking spaces and other constructed and other areas in the proposed Building/s, or any part thereof.



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- v) not to let out, grant, lease, transfer, mortgage, charge, or otherwise encumber, nor agree to do so, nor part with possession of the Said Premises or any part thereof as from the date hereof.
- 11. All municipal and all other rates and taxes and other dues and outgoings in respect of the Said Premises accruing and becoming due till the date of execution and registration of these presents, or till the date of handing over vacant and peaceful physical possession of the Said Premises to the Developer, whichever is later, shall be for and to the account of the Owners; those accruing from the date thereafter, each party shall be liable to pay all such municipal and all other rates, taxes and other dues and outgoings in the said Ratio.
- 12. Unless prevented by circumstances amounting to force majeure as hereinafter appearing, the Developer shall construct erect and complete the New Building/s within a period of 5 (Five) years from the date of sanction of the Building Plan, (hereinafter referred to as "the Completion Date"). The New Building/s shall be deemed to be complete if so certified by the Architect. However, in case of and in the event the Developer in unable to complete the said New Building/s within the said period of 5 (Five) years from the date of sanction of the Building Plan, then and in that event, the Developer shall compensate the prospective purchasers/transferees as per the provisions of the Said Act.
- 13. Provisions for the maintenance, management and administration of the New Building/s and the Common Areas and Installations and rendition of the services in common to the Unit Holders of the New Building/s and acts deeds and things related to the common purposes shall be finalized by the Developer. The Unit Holders shall comply with the same.
- 13.1 Developer shall be entitled collect to from the prospective purchasers/transferees, at such rate or rates on saleable areas, all charges and deposits, including for corpus and maintenance deposit, formation of the maintenance company, common expenses, municipal taxes, supply of electricity, purchase and installation of generator and transformer and allied equipments, electric and water supply connections. legal fees, additional work and amenities that may be provided, charges, out pocket expenses and fees payable for changes/regularization/completion under the building rules. The same shall not form part of the total sale proceeds and the Developer shall be solely and absolutely entitled to receive and appropriate the same.
- **14.** The Owners shall grant to the Developer and/or its Partners and/or nominees Power of Attorney for the following purposes:



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- All purposes connected with the obtaining of sanction of plan, including addition/alteration/revision/modification thereof;
- ii) For applying for and obtaining all necessary permissions and sanctions from different authorities in connection with the construction and completion of the New Building/s and also for pursuing and following up the matter with all authorities in that regard.
- iii) To apply for and obtain temporary and permanent connections of water, electricity, power, drainage, sewerage, gas, lifts in the New Building/s and other common areas and facilities required for construction and use and enjoyment of the New Building/s.
- iv) For selling transferring and/or otherwise disposing of the flats/units and other constructed spaces in the New Building/s and for that to sign execute and register all agreements, sale deeds and other deeds and documents and all purposes connected therewith.
- v) To enjoin the Owners as party to the agreements and other documents connected to sale transfer and/or disposal of the flats/units and other constructed spaces in the New Building/s.
- vi) To commence prosecute enforce defend answer and/or oppose all legal proceedings in connection with the powers and authorities above stated and for effectuating and implementing these presents.
- 15. While exercising the powers and authorities under the Power of Attorney to be granted by the Owners in terms hereof, the Developer shall not do any act, deed, matter or thing which would in any way infringe or prejudicially affect the rights of the Owners and/or go against the spirit of this Agreement.
- 15.1 The said Power of Attorney shall form an integral part of this Agreement and shall not be revoked by the Owners.
- 16. It is understood that to facilitate the construction of New Building/s by the Developer and for obtaining necessary connections and utilities therein or there for, various acts deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been made herein. The Owners agree to do all such acts deeds matters and things as may be reasonably



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required by the Developer to be done in the matter and the Owners also agree to sign and execute all such additional applications and other documents as the case may be.

- 17. The Agreement is subject to standard Force Majeure conditions which shall mean any delay, obstruction, interference, impediment, obstacle etc. whatsoever in the work of construction or in the performance by the Developer of any of its obligations stipulated herein, resulting from any cause which has or may reasonably be expected to have a material adverse effect on the Developer's rights or duties to perform its obligations under this Agreement including any delay, obstruction, interference etc. caused by:
- a. acts of God or natural disasters/calamities and/or any other irresistible force such as storm, cyclone, typhoon, hurricane, flood, tempest, tsunami, plague, pandemic, epidemic, lockdown, landslide, drought, famine, lightning, earthquakes, volcanic eruption activity, fire, explosion, environmental issues or exceptionally adverse weather conditions affecting the development or operation of the Project except for the prevailing Covid-19 Pandemic till any lockdown is not declared by any Governmental Authority and/or the Government of India and/or any department and/or ministry of the Government of India;
- strikes or boycotts interrupting supplies and services or other industrial action or blockade or embargo or any other form of civil disturbance;
- c. an act of war invasion, armed conflict or act of foreign enemy, revolution, riot, insurrection, terrorist or military action/activities, nuclear blast, civil commotion or disorder, civil war, violence of/by an army or mob, bandh, armed conflict (or a serious threat of the same including but not limited to hostile attack), military embargo, hostilities, invasion, rebellions, explosion curfew, complete lockdown by any Governmental Authority and/or the Government of India and/or any department and/or ministry of the Government of India, acts of and/or specific restrictions by government, acts of civil disobedience;
- d. contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- e. any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Developer in any proceedings for reasons other than failure of the Developer to comply with any Applicable Law, building rules and regulations or Applicable Permits or on account of breach thereof or breach of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement;



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- f. acts of a governmental entity including a Governmental Authority, agency, nation, port or other authority having jurisdiction, including the issuance or promulgation of any court order, law, statute, ordinance, rule, regulation or directive, the effect of which would prevent, or make unlawful the Developer's performance of its obligations hereunder;
- g. any injunction order and/or any other order of and/or notice, rule or notification of/from/by or any restriction(s) or restraint(s) imposed by any court/tribunal of competent jurisdiction and/or by any statutory authority and/or by any Governmental Authority and/or by the government and/or any other public/competent/statutory authority and/or any change in Applicable Laws not arising due to any acts of omission and/or commission by any of the Parties hereto;
- h. expropriation, compulsory acquisition, seizure of works, requisition nationalization;
- i. any unnatural or natural phenomenon;

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- j. any change in/of law/Applicable Laws;
- k. any event or circumstance of a nature analogous to any of the foregoing, for which it would have been unreasonable for the Developer to take precautions and which the Developer cannot avoid even by using its best efforts and/or any other circumstance beyond the control of the Developer and/or beyond the anticipation of the Developer;
- I. the effect arising out of any of the afore stated events.
- 18. After issuance of the sanctioned plan and also commencement of construction of the New Building/s, the Developer shall be entitled to obtain loans or construction loans from recognized Banks/Financial Institutions for development of the Said Premises to the extent of the value of the Developer's Share/Ratio, (without in any manner, creating any encumbrance to the extent of value of the Owner's Share/Ratio) without any further reference to the Owners in that regard, for which, if necessary, the Owners shall extend their co-operation. However, all the liabilities of refund of the said loan shall be that of the Developer only and the Developer shall indemnify and keep saved harmless and indemnified the Owners with regard thereto. In this regard, the Owners agree with the Developer that the Developer shall be entitled to mortgage the Said Premises and deposit the original title deed/s for obtaining the construction loan from the financial institution by the Developer.
- 19. The Goods and Service Tax (GST), as applicable, shall be borne and paid only by the Intending Transferees or by the Developer, as the case may be. Any new taxes/levy, if imposed, and applicable on the Owners in terms of this agreement shall, however, be borne and paid by the Owners and also by the Developer as may be applicable to the



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Developer in terms of this Agreement. It is clarified that if any liability arises towards GST due to division of any unsold stock between the Owners and the Developer then, and in such event, the Owners and the Developer will be liable and/or under obligation for their respective GST liability as applicable.

#### 20. Default/Termination:

20.1 If at any time hereafter, it shall appear that any of the Parties hereto have failed to carry out its obligations under this Agreement, within the stipulated time frame, if any, specified in this Agreement then, and in such event, the Party which may allege the default shall bring the same to the notice of the other Party in writing for giving the other Party reasonable opportunity of 30 days, from the date of receipt of the notice in writing, to remedy the breach and in case the Party who is alleging default is not satisfied with the explanation, then, and in such event, the Party not at fault shall be entitled to rectify the fault of the defaulting party either on its own or through any agency as may be so decided by the Party not at fault, at the costs and expenses of the Party in default. The Party alleging default shall also be entitled to claim all loss and damage suffered by such party from the defaulting Party without prejudice to other rights hereunder and in such case the matter shall be referred to the Arbitrator for arbitration.

20.2 In case the Owner comply with and/or are ready and willing to carry out the Owners' obligations as stated in this Agreement and/or otherwise and the Developer fails and/or neglects to complete the construction of the Project on the Said Premises within the stipulated period including grace period as mentioned in this Agreement then, and in such event, the Developer shall be liable to pay to the Owners suitable damages for the period of delay as may be so mutually agreed upon and in case of disagreement, as may be so decided by the Arbitrators. In this regard it is clarified that in the event there is any delay in obtaining sanction of the Plans but the Developer completes the construction of the New Buildings/Project within the Completion Time, then no amount of liquidated damages, as aforesaid, shall become payable by the Developer to the Owners.

- 20.3 Save due to the circumstances and in the manner mentioned expressly mentioned in this Agreement, none of the Parties shall be entitled to cancel or rescind this Agreement and shall have recourse to arbitration as provided for in clause 30 below.
- 21. Each of the parties shall co-operate with the other to effectuate and implement this Agreement and shall execute and/or register such further documents and papers as may be required by the other party for giving full effect to the terms hereunder agreed.



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- 22. The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be or be construed as partnership between the Developer and the Owners or joint venture between them in any manner nor shall be deemed to constitute an association of persons.
- 23. In case of acquisition or requisition or vesting of the Said Premises or any part thereof prior to the commencement of construction of the New Building/s, this Agreement (and all documents executed pursuant to this Agreement) will come to an end where after no party shall have any claim or demand against each other.
- 23.1 In the case of acquisition or requisition or vesting of the Said Premises or any part thereof after the commencement of construction of the New Building/s and prior to completion of construction of the New Building/s, then the Developer shall be entitled to receive the compensation awarded in respect of the construction until then made at the Said Premises and the Owners shall be entitled to the entire remaining compensation awarded in respect of the Said Premises, (including for the land).
- 23.2 In case of acquisition or requisition or vesting of the Said Premises or any part thereof after construction and completion of the New Building/s, then the Owners and the Developer shall be entitled to the entire compensation in the said Ratio.
- 24. It is hereby agreed and declared by and between the parties hereto that the Project envisaged under this Agreement shall be solely and wholly marketed and sold by Pioneer Property Management Limited, which shall, for all practical purposes, be the sole Marketing and Selling Agent of the Project.
- 24.1 The said sole Marketing and Selling Agent of the Project, Pioneer Property Management Limited, shall be entitled to a sum equivalent to 5% (Five percent) of the Gross sale proceeds of the Project, as and by way of marketing and other costs, which shall be shared and borne and paid by the Owners and the Developer in their respective Shares/Ratios.
- 24.2 The Project shall always be known and referred to as "Prudent Gokulam". The name of the Project shall under no circumstances be changed ever. The Project shall be marketed as a project of Prudent Group, in order to facilitate faster and better sale of the flats/units in the Project due to the goodwill and reputation of the brand name "Prudent" in the real estate market. The Developer, however, shall prominently display the names of KKM VENTURES, but regarding display of the Group name of Owners No. 6 to 9, if any may be decided at a later stage; and the name of PRUDENT Group as the Owners and



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Developer respectively in all the marketing materials of the Project except digital marketing..

- 25. If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 26. Save as hereinabove provided, termination of this Agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.
- 27. This Agreement (together with Schedules) constitutes the entire agreement between the parties and save as otherwise expressly provided, no modifications, amendments or waiver of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto.
- 28. Time shall be the essence as regards the provisions of this Agreement, both as regards the time and period mentioned herein and as regards any times or periods which may, by agreement in writing between the parties be substituted for them.
- 29. The Owners in terms of this Development Agreement has only allowed the Developer including its men, agents, authorised representatives, consultants, etc., to enter upon the Said Premises for the purpose of undertaking development thereof and as such nothing should be construed to be giving possession to the Developer as contemplated under Section 2 (47)(v) of the Income Tax Act 1961.
- 30. All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents and/or the Said Premises or determination of any liability either during subsistence of this Agreement or after expiry thereof shall be referred to the joint arbitration of 1) Mr. C.P. Kakarania, Advocate, and 2) Mr. Mayank Kakrania, Advocate, as mutually appointed by the both the parties herein, (hereinafter referred to as "the Arbitrators") and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996, or any other statutory modification or enactment for the time being thereto in force. The Arbitrators will have summary powers and will be entitled to set up their own procedure and the Arbitrators shall have power to give interim



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awards and/or directions. The place of arbitration shall be at Kolkata and the language will be English.

- 31. Courts at Kolkata alone shall have jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the parties hereto.
- 32. Any notice required to be given by any of the parties hereto on the other shall without prejudice to any other mode of service available be deemed to have been served on the other party if delivered by hand or sent by prepaid registered post with acknowledge due to the above address of the party to whom it is addressed or such other address as may be notified in writing from time to time.

# THE FIRST SCHEDULE ABOVE REFERRED TO: "SAID PREMISES"

**ALL THAT** the piece or parcel of land containing by measurement an area of **2 (two) bighas 9 (nine) cottahs and 3 (three) chittacks**, be the same a little more or less, the nature of land being bagan, comprised in and being the divided and demarcated part or portion being Plot No. B of R. S. Dag No. 3293, L. R. Dag No. 3365, R. S. Khatian No. 480 and 2071, L. R. Khatian Nos. 1431 and 2071, Mouza Jagaddal, J. L. No. 71, Touzi No. 49, Pargana Magura, Police Station Sonarpur, Additional District Sub Registrar, Sonarpur, under Rajpur Sonarpur Municipality, bearing Holding No. 279, Kalimohan Roychoudhury Road (E.M. Bye-pass), Ward No. 25, District 24 Parganas (South), Kolkata – 700 151, **TOGETHER WITH** a **tin shed** constructed and erected on the Said Premises containing by measurement covered area of **200 (two hundred) sq. ft.,** be the same a little more or less, and butted and bounded in the manner following that is to say:

ON THE NORTH: By R.S. Dag No. 3293;

ON THE EAST: By E.M. Bye-pass (60 ft wide);

ON THE WEST: By R.S. Dag No. 3293 and Mouza - Dhamaitala and

ON THE SOUTH: By Mouza - Dhamaitala

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

TOGETHER WITH all easement rights of free egress and ingress together with the right to take men, materials and vehicles, sewerage, drain, electricity, water, gas



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telephone connection etc. independently in, upon, over and from the municipal road on the Northern side of the of the said land

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

# THE SECOND SCHEDULE ABOVE REFERRED TO: "DEVOLUTION OF TITLE"

- By and under a Bengali Deed of Conveyance '(Saf Bikroy Kobala)' dated 14th December, 1965, made and executed by and between one Smt. Sharat Kumari Debi, therein referred to as the vendor, and Sri Prasanto Naskar and Sri Ratikanta Naskar, (both then minors), represented by their father and natural guardian, Sri Mani Mohan Naskar, and Sri Hemanta Naskar and Sri Shrimanta Naskar, (also both then minors), represented by their father and natural guardian, Sri Phani Mohon Naskar (since deceased), therein collectively referred to as the Purchasers, and registered in the office of the Sub Registrar, Baruipore, 24 Parganas, in Book No. I, Volume No. 152, Pages 200 to 203, being Deed No. 12115 for the year 1965, (hereinafter referred to as the "SAID **DEED OF CONVEYANCE"),** the said Smt. Sharat Kumari Debi, at or for the consideration therein mentioned, granted, sold, transferred and conveyed unto and in favour of the said Sri Prasanto Naskar, Sri Ratikanta Naskar, Sri Hemanta Naskar and Sri Shrimanta Naskar, (all then minors) ALL THAT the piece or parcel of land containing by measurement an area of 3.69 acres, be the same a little more or less, the nature of land being bagan, comprised in and being R. S. Dag No. 3293, R. S. Khatian No. 480, Mouza Jagaddal, J. L. No. 71, Touzi No. 49, Pargana Magura, Police Station Sonarpur, District Sub Registrar, Baruipore, District 24 Parganas, within Rajpur Municipality, (hereinafter referred to as the "SAID LARGER LAND"), TOGETHER WITH all easement rights of free egress and ingress together with the right to take men, materials and vehicles, sewerage, drain, electricity, water, gas, telephone connection, etc. independently in, upon, over and from the municipal road on the Western side of the Said Larger Land, absolutely and forever, free from all encumbrances, charges, liens, lispendens, attachments, trusts, claims, demands, mortgages, Wakfs, debutters, bargadars, bhagchasis, debts, uses, executions, liabilities, prohibitions, restrictions, leases, tenancies, licenses, acquisitions, requisitions and alignments, etc., whatsoever or howsoever.
- II) After purchase of the Said Larger Land by the said Sri Prasanto Naskar, Sri Ratikanta Naskar, Sri Hemanta Naskar and Sri Shrimanta Naskar, (all then minors), the



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Irrigation Department of the Government of West Bengal, acquired a piece or parcel of land containing by measurement an area of 1.01 acres, be the same little more or less, on the Eastern side of the Said Larger Land, for the purpose of construction of a canal on the said Eastern side of the Said Larger Land.

- III) By and under a Bengali Deed of Partition "(Aaposh Bibhag Bontonnama Dalil)" dated 29th August, 1984, made and executed by and between the said Sri Prasanto Naskar and Sri Ratikanta Naskar, therein, collectively, referred to as the party of the first part, and Sri Hemanta Naskar and Sri Shrimanta Naskar, therein, collectively, referred to as the party of the second part, and registered in the office of the Sub Registrar, Sonarpur, 24 Parganas, in Book No. I, Volume No. 28, Pages 354 to 359, being Deed No. 3716 for the year 1984, (hereinafter referred to as the "SAID DEED OF PARTITION"). the said Sri Shrimanta Naskar and the said Sri Hemanta Naskar, were jointly, collectively and equally allotted ALL THAT the piece or parcel of land containing by measurement an area of 2 (two) bighas 9 (nine) cottahs and 3 (three) chittacks, be the same a little more or less, the nature of land being "bagan", comprised in and being the divided and demarcated part or portion being Plot No. B of R. S. Dag No. 3293, (now L. R. Dag No. 3365), R. S. Khatian No. 480, (now L. R. Khatian Nos. 1431 and 2071), Mouza Jagaddal, J. L. No. 71, Touzi No. 49, Pargana Magura, Police Station Sonarpur, Additional District Sub Registrar, Sonarpur, District 24 Parganas, within Rajpur Municipality, being the Said Premises herein, as more fully and particularly mentioned and described in Schedule "Ga" there under written and as shown and delineated in "GREEN" colour border on the map or plan annexed thereto, absolutely and forever, free from all encumbrances, charges, liens, lispendens, attachments, trusts, claims, demands, mortgages, Wakfs, debutters, bargadars, bhagchasis, debts, uses, executions, liabilities, prohibitions, restrictions, leases, tenancies, licenses, acquisitions, requisitions and alignments, etc., whatsoever or howsoever.
- IV) The said Sri Hemanta Naskar, one of the Purchasers under the Said Deed of Conveyance, died intestate a bachelor on 14<sup>th</sup> March, 1986, leaving behind him surviving, his father, Sri Phani Mohon Naskar (since deceased), mother, Smt. Rita Naskar (also since deceased), brother, Sri Shrimanta Naskar and two sisters, namely, Sagarika Kayal (also deceased Died on 15<sup>th</sup> December, 1980) and Smt. Mangala Mondal, as his only surviving legal heirs. However, the mother of the said Sri Hemanta Naskar, Smt. Rita Naskar, being the only surviving legal heir in Class I of the Schedule to the Hindu Succession Act, 1956, solely and absolutely inherited and became entitled to the estate of



DISTRICT SUB REGISTRAR-III SOUTH 24 PGS., ALIPORE 1 6 DEC 2024 the said Sri Hemanta Naskar, including the undivided and undemarcated ½ (one half) share in the Said Land.

- V) The said Sri Shrimanta Naskar and the said Smt. Rita Naskar, while thus seized and possessed of the Said Premises, as herein before mentioned and described, got their respective names mutated in the records of the Block Land and Land Reforms Office, (B.L. & L.R.O.), Sonarpur, District South 24 Parganas, in respect of the Said Premises, bearing L. R. Khatian Nos. 1431 and 2071 respectively.
- VI) The said Smt. Rita Naskar also died intestate on 15<sup>th</sup> November, 2014, leaving behind her surviving heirs, her husband, Sri Phani Mohon Naskar (also since deceased), her only son, Sri Shrimanta Naskar and only daughter, Smt. Mangala Mondal, her another daughter, namely, Smt. Sagarika Kayal having already predeceased her without leaving behind any legal heir. Thus, the said Sri Phani Mohon Naskar, Sri Shrimanta Naskar and Smt. Mangala Mondal, as the only surviving legal heirs of the said Smt. Rita Naskar, jointly, collectively and equally inherited and become entitled to the estate of the said Smt. Rita Naskar, including the undivided and undemarcated ½ (one half) share in the Said Premises.
- VII) The said Sri Phani Mohon Naskar also died intestate on 19<sup>th</sup> July, 2024, leaving behind him surviving, his only son, Sri Shrimanta Naskar and only daughter, Smt. Mangala Mondal, as his only surviving legal heirs, who jointly, collectively and equally inherited and became entitled to the estate of the said Sri Phani Mohon Naskar, including the undivided and undemarcated 1/6<sup>th</sup> (one sixth) share in the Said Premises.
- VIII) In the circumstances aforesaid and by virtue of and by an under the above cited said Deed of Conveyance and the said Deed of Partition, the said Sri Shrimanta Naskar and Smt. Mangala Mondal, became jointly and collectively, the absolute lawful owners in their respective ratios of ownership, absolutely and lawfully seized and possessed of and/or otherwise well and sufficiently entitled to the Said Premises free from all encumbrances, whatsoever or however, in the following manner:

SI. No.	Name	Percentage ownership in the Said Premises					
1.	Sri Shrimanta Naskar	75%					
2.	Smt. Mangala Mondal	25%					

IX) The said Sri Shrimanta Naskar and Smt. Mangala Mondal constructed and erected a tin shed on the Said Premises containing by measurement covered area of 200 (two hundred) sq. ft., be the same a little more or less.



DISTRICT SUB REGISTAL SOUTH 24 PGS., ALIPORE

- By a Registered Deed of Conveyance dated 4th October, 2024, the Owners herein being the Purchasers therein vide Deed No. 8446 for the year 2024 registered in the office of A.D.S.R. Sonarpur and recorded in Book No. 1, Volume No. 1608-2024, Pages -165228 to 165265, made between the Vendors therein being 1) Sri Shrimanta Naskar @ Sromonta Naskar, son of Late Phani Mohon Naskar and 2) Smt. Mangala Mondal @ Mangala Mondol, wife of Sri Gobinda Lal Mondal; and the Purchasers therein being the Owners herein being KKM Ventures LLP and 9 Others, whereby the Vendors therein sold and conveyed to the Purchasers against the consideration mentioned therein all that the piece or parcel of land containing by measurement an area of 2 (two) bighas 9 (nine) cottahs and 3 (three) chittacks, be the same a little more or less, the nature of land being bagan, comprised in and being the divided and demarcated part or portion being Plot No. B of R. S. Dag No. 3293, L. R. Dag No. 3365, R. S. Khatian No. 480 and 2071, L.R. Khatian Nos. 1431 and 2071, Mouza Jagaddal, J. L. No. 71, Touzi No. 49, Pargana Magura, Police Station Sonarpur, Additional District Sub Registrar, Sonarpur, under Rajpur Sonarpur Municipality, bearing Holding No. 279, Kalimohan Roychoudhury Road (E.M. Bye-pass), Ward No. 25, District 24 Parganas (South), Kolkata - 700 151, TOGETHER WITH a tin shed constructed and erected on the Said Premises containing by measurement covered area of 200 (two hundred) sq. ft., be the same a little more or less.
- XI) Thus, by virtue of the aforesaid Deed of Conveyance being No. 8446/2024, mentioned in Clause (XI) hereinabove, the Owners herein have become the owners of the Said Premises admeasuring about 2 (two) bighas 9 (nine) cottahs and 3 (three) chittacks.

# THE THIRD SCHEDULE ABOVE REFERRED TO: "SPECIFICATIONS OF CONSTRUCTION"

Walls	Clay/Fly ash Brick or AAC Blocks, or any other brick/ block as may be advised by the Architect
Wall Finish	Interior – Plaster of Paris/Putty/ Gypsum Plaster over AAC Block walls and
	Concrete surface walls Plaster: Exterior  Combination of good quality cement/textured paints over plastered surface
Flooring and Dado	1) Vitrified Tiles in all bedrooms, Living/Dining, Kitchen/Pantry, Balcony
ricoring una Dauc	2) Toilet flooring to be made with anti-skid Ceramic Tiles
	1) Kitchen platform to be made of Granite



DISTRICT SUB REGISTRARAM SOUTH 24 PGS., ALIPORE

Kitchen	2) Dado of Ceramic Tiles up to a height of two feet from the platform
	3) Stainless Steel Sink
	1) Standard ceramic tiles on the wall up to lintel Height
Toilet	2) Reputed brands of good quality sanitary ware and CP fittings.
	3) Concealed plumbing and pipe work.
	4) Provision for Geyser
	Door frame made of timber or any engineered material.
Doors	2) Flush Door shutters Solid core with both side laminates in Main Door
	commercial finish shutters with synthetic paint over it in Bed rooms, one
	side commercial finish with paint and other side with laminate finish in
	Toilets and Balconies.
	3) Lock of stainless steel/ brass
Windows	Fully glazed aluminum windows
	Provision for adequate light points
Electricals	2) Modular Switches of reputed brands
	3) Provision for TV and Telephone lines in all Bedrooms and Living/Dining
Common Lighting	Overhead illumination for compound and street-lighting inside the
	complex
Wiring	Concealed copper wiring for electricity, telephone and Television
Air Conditioning	Provision for air conditioning in all bedrooms
Amenities	1) Two elevators per Block
	2) Intercom facility
	3) Firefighting equipment and extinguishers as required by law
Generator	500 watts of backup power for every 2 BHK apartment
	750 watts of backup power for every 3 BHK apartment
	1000 watts of backup power for every 4 BHK apartment
Grill	Iron grills to be installed from inside the windows at extra cost(mandatory)

However, the Developer/Promoter reserves the right in any case to make any alteration or changes in the aforesaid Specifications in accordance with the advancement of technology and to keep-up with the latest fashion and design.



DISTRICT SUB REGISTRAR-III SOUTH 24 PGS., ALIPORE

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

**SIGNED SEALED AND DELIVERED** by and on behalf of the **OWNERS** at Kolkata in the presence of:

1. Showom Baybair 104 Remodern Stater Kalkara 700017

2. Ayun Kr. Debnath 104 Rawdon Street Kolkata 700017 Q. Wandshiran Designated Partner

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DISTRICT SUB REGISTRAR-III SOUTH 24 PGS., ALIPORE

1 6 UEC 2024

MACROGRAPH RESIDENCY LLP
Lovel
Designated Partner / Authorised Signatory

MACROGRAPH RETAIL LLP
Lively Chored

Designated Partner / Authorised Signatory

For Prudent Infrarealty Private Limited

Authorised Signalory / Director

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

1. Shenton Beyleric 10A Rawdon Stater Kalena - 700017

2. Ayam Kr. Debrath 10A Randon Street Wolkata 700017 Khaitan Construction LLP

Partner / Authorised Signatory

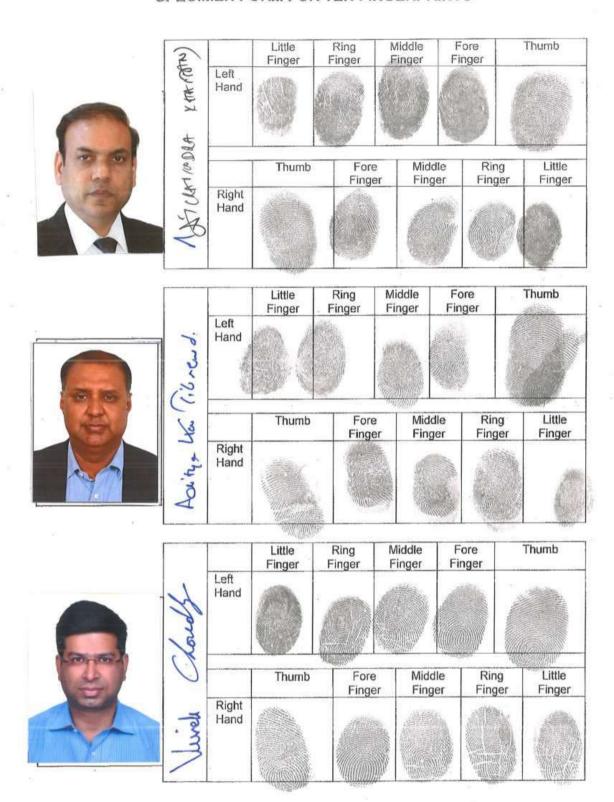
Drafted by me.

Mayank Kakrania
Advocate, High Court, Calcutta,
10, Old Post Office Street,
Right Wing, 1st Floor, Room No. 34A,
Kolkata – 700 001.
Enrolment No. WB/1287A/99



DISTRICT SUB REGISTRAR-III SOUTH 24 PGS., ALIPORE 1 6 UEC 2024

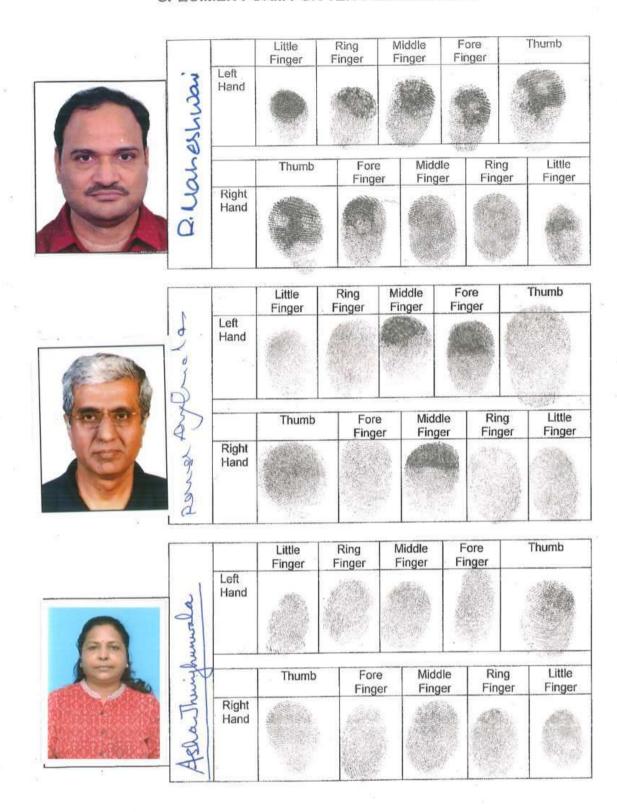
### SPECIMEN FORM FOR TEN FINGERPRINTS





DISTRICT SUB REGISTRAR-III SOUTH 24 PGS., ALIPORE

### SPECIMEN FORM FOR TEN FINGERPRINTS





DISTRICT SUB REGISTRAR-III SOUTH 24 PGS., ALIPORE

1 6 UEC 2024

### SPECIMEN FORM FOR TEN FINGERPRINTS

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	jemonens	Left Hand									
6		Thur		Fore						g Little er Finger	
		Right Hand									
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		Right Hand	t d							4	
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DISTRICT SUB REGISTRAR-III SOUTH 24 PGS., ALIPORE

1 6 UEC 2024





## ভারত সরকার Linique identification Authority of India Government of India

তালিকাভুত্তির অই ডি / Enrollment No. : 1190/30101/00312

To Haridas Sardar যরিদাস সরদার S/O: Bhramar Sardar

sarberla Sarberla Sarberla, South 24 Parganas West Bengal - 743385

91397886



আপনার আধার সংখ্যা / Your Aadhaar No. :

8116 7641 8656

আধার – সাধারণ মানুষের অধিকার





পুৰুষ / Male



8116 7641 8656

অাধার – সাধারণ মানুষের



### Major Information of the Deed

Deed No:	I-1603-21423/2024	Date of Registration	17/12/2024		
Query No / Year	1603-2003020697/2024	Office where deed is re	egistered		
Query Date	28/11/2024 2:41:52 PM	D.S.R III SOUTH 24-P South 24-Parganas	Section 1997		
Applicant Name, Address & Other Details Shantam Bajoria 10A Rawdon Street, Thana: 8 - 700017, Mobile No.: 98363		kespeare Sarani, District : Kolka 29, Status :Advocate	ata, WEST BENGAL, PIN		
Transaction		Additional Transaction			
[0110] Sale, Development A	Agreement or Construction	[4305] Other than Immov Declaration [No of Decla	vable Property,		
Set Forth value		Market Value			
Rs. 3/-		Rs. 2,29,16,122/- Registration Fee Paid			
Stampduty Paid(SD)					
Rs. 40,120/- (Article:48(g))		Rs. 53/- (Article:E, E)			
Remarks	Received Rs. 50/- ( FIFTY only area)	And the second s	the assement slip.(Urban		

### Land Details:

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: KALI MOHAN ROYCHOWDHURY ROAD(JAGADDAL), Mouza: Jagaddal, , Ward No: 25, Holding No:279 Jl No: 71, Pin Code:

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
	LR-3365 (RS :- )	LR-1431	Bastu	Bagan	40.651 Dec	1/-	1,14,30,311/-	Property is on Road Adjacent to Metal Road,
L2	LR-3365 (RS :- )	LR-2071	Bastu	Bagan	40.651 Dec	1/-	The state of the s	Property is on Road Adjacent to Metal Road,
		TOTAL :			81.302Dec	2 /-	228,60,622 /-	H HALL COL
	Grand	Total:			81.302Dec	2/-	228,60,622 /-	William do

### Structure Details:

Sch	Structure	Area of	Setforth	Market value	Other Details
No	Details	Structure	Value (In Rs.)	(In Rs.)	
S1	On Land L1, L2	200 Sq Ft.	1/-	55,500/-	Structure Type: Structure

Gr. Floor, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 20 Years, Roof Type. Tiles Shed, Extent of Completion: Complete

0.000	20 (10-27)			O. 4 12 5 122 2	13
Total:	200 sq ft	1/-	55.500 /-	11/2011 11/32	
	200 00 16	1 1	33,300 /=	40.00 00.00	

#### Land Lord Details:

10	Name, Address, Photo, Finger	print and Signati	ıre	
lo 1	DistrictNorkata, west Bengal, I	ndia. PIN:- 70000	1 Date of Incorporation	ata, P.O:- G-P O, P.S:-Hare Street, :XX-XX-2XX3 , PAN No.:: Executed by: Representative, Executed
2	RADHA ELECTRICALS PRI 15, JATIN DAS ROAD, City:- N Parganas, West Bengal, India, F	ot Specified, P.O: PIN:- 700029 Date	of Incorporation:XX-XX	UE, P.S:-Kalighat, District:-South 24- X-1XX1 , PAN No.:: AAxxxxxx7F,Aadh tative, Executed by: Representative
3	Name	Photo	Finger Print	Signature
	Mr RAKESH JHUNJHUNWALA Son of Late BRAHMADUTT JHUNJHUNWALA Executed by: Self, Date of Execution: 16/12/2024 , Admitted by: Self, Date of Admission: 16/12/2024 ,Place : Office		Captured	
		16/12/2024	LTI	
	FLAT NO. 43, 6/1/3, Queens	Park, City:- No	16/12/2024 t Specified, P.O:- BA	ALLYGUNGE, P.S:-Bullygunge,
	DistrictSouth 24-Parganas,	, West Bengal, I n of: IndiaDate s :Individual, Ex Admission: 16/1	t Specified, P.O:- BA ndia, PIN:- 700019 of Birth:XX-XX-1XXS ecuted by: Self, Dat 12/2024 ,Place: Off	ALLYGUNGE, P.S:-Bullygunge, Sex: Male, By Caste: Hindu, 9 , PAN No.:: ACxxxxxx9B, Aadha se of Execution: 16/12/2024 fice
	Occupation: Business, Citize No: 44xxxxxxxx4819, Status , Admitted by: Self, Date of Name  Mrs ASHA	, West Bengal, I n of: IndiaDate s :Individual, Fx	t Specified, P.O:- BAndia, PIN:- 700019 of Birth:XX-XX-1XX9	Sex: Male, By Caste: Hindu,  P , PAN No.:: ACxxxxxx9B, Aadha
	Occupation: Business, Citize No: 44xxxxxxxx4819, Status , Admitted by: Self, Date of Name	, West Bengal, I n of: IndiaDate s :Individual, Ex Admission: 16/1	t Specified, P.O:- BA ndia, PIN:- 700019 of Birth:XX-XX-1XXS ecuted by: Self, Dat 12/2024 ,Place: Off	ALLYGUNGE, P.S:-Bullygunge, Sex: Male, By Caste: Hindu, 9 , PAN No.:: ACxxxxxx9B, Aadha se of Execution: 16/12/2024 fice
	Occupation: Business, Citize No: 44xxxxxxxx4819, Status , Admitted by: Self, Date of  Name  Mrs ASHA JHUNJHUNWALA Daughter of SANWARMALL MODI Executed by: Self, Date of Execution: 16/12/2024 , Admitted by: Self, Date of Admission: 16/12/2024 ,Place	, West Bengal, I n of: IndiaDate s :Individual, Ex Admission: 16/1	t Specified, P.O:- BAndia, PIN:- 700019 sof Birth:XX-XX-1XX9 ecuted by: Self, Dat 12/2024 ,Place: Off	ALLYGUNGE, P.S:-Bullygunge, Sex: Male, By Caste: Hindu, 9, PAN No.:: ACxxxxxx9B, Aadha e of Execution: 16/12/2024 fice Signature

5	Name	Photo	Finger Print	Signature			
	Mr SHSHANK JHUNJHUNWALA Son of Mr RAKESH JHUNJHUNWALA Executed by: Self, Date of Execution: 16/12/2024 , Admitted by: Self, Date of Admission: 16/12/2024 ,Place : Office		Captured	promo			
		16/12/2024	LTI 16/12/2024	16/12/2024			
	District:-South 24-Parganas, Occupation: Business, Citize	West Bengal, In n of: IndiaDate of: Individual, Exc	ndia, PIN:- 7000 of Birth:XX-XX- ecuted by: Self,	- BALLYGUNGE, P.S:-Bullygunge, D19 Sex: Male, By Caste: Hindu, 1XX6, PAN No.:: AFxxxxxx2G, Aadhaar Date of Execution: 16/12/2024 Office			
6	NIROSHINI TECHNOLOGY LIMITED LIABILITY PARTNERSHIP  7B, KIRAN SHANKAR ROY ROAD, 4TH FLOOR, City:- Kolkata, P.O:- G P O, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 Date of Incorporation:XX-XX-2XX6, PAN No.:: AAxxxxxx5F,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative						
7							
8	MACROGRAPH RESIDENCY LLP RAWDON ENCLAVE, 10A RAWDON STREET, 1ST FLOOR, City:- Not Specified, P.O:- SHAKESPEARE SARANI, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017 Date of Incorporation:XX- XX-2XX4, PAN No.:: ACxxxxxx7K, Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative, Executed by: Representative						
9	MACROGRAPH RETAIL LLP RAWDON ENCLAVE, 10A RAWDON STREET, 1ST FLOOR, City:- Not Specified, P.O:- SHAKESPEARE SARANI, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017 Date of Incorporation:XX XX-2XX4, PAN No.:: ACxxxxxx8M,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative, Executed by: Representative						
10	SARANI, P.S:-Shakespeare Sara	/DON STREET, 18 ani, District:-Kolkat D,Aadhaar No Not	ST FLOOR, City:- a, West Bengal, Ir	Not Specified, P.O:- SHAKESPEARE ndia, PIN:- 700017 Date of Incorporation:XX-AI, Status:Organization, Executed by:			

# Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
	KHAITAN CONSTRUCTION LLP RAWDON ENCLAVE, 10A RAWDON STREET, 1ST FLOOR, City:- Not Specified, P.O:- SHAKESPEARE SARANI, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017 Date of Incorporation:XX XX-2XX4, PAN No.:: AAxxxxxx5G,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

me						
IIIe	Photo	Finger Print	Signature			
ND KISHORE on - dmitted by: mission: ace of	Dec 16 2024 1:54PM	Captured	16/12/2024			
BLOSSOM COUNTY LUXURY, 9TH FLOOR, Block/Sector: 2, Flat No: 9A, 180A, Kabi Guru Sarani, City:- Not Specified, P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN 700034, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX PAN No.:: AFxxxxxxx3A, Aadhaar No: 64xxxxxxxxx2900 Status: Representative, Representative of: KKM VENTURES LLP (as DESIGNATED PARTNER)						
ne	Photo	Finger Print	Signature			
	ND KISHORE on - dmitted by: mission: ace of ecution: Office  UNTY LUXURY sified, P.O:- BEH Male, By Caste: xxxxxxx3A, Aadh	ND KISHORE  On - Idmitted by: Imission: Idea of ecution: Office  Dec 16 2024 1:54PM  OUNTY LUXURY, 9TH FLOOR, Indicated, P.O:- BEHALA, P.S:-Behamale, By Caste: Hindu, Occupation of the company of the c	ND KISHORE  On - Idmitted by: Imission: Idea of ecution: Office  Dec 16 2024 1:54PM  Captured  LTI 16/12/2024  DUNTY LUXURY, 9TH FLOOR, Block/Sector: 2, Flat bified, P.O:- BEHALA, P.S:-Behala, District:-South 24/ Male, By Caste: Hindu, Occupation: Business, Citizen exxxxxx3A, Aadhaar No: 64xxxxxxxx2900 Status: Re ES LLP (as DESIGNATED PARTNER)			

on of Late BRAHMADUTI JHUNJHUNWALA Date of Execution -16/12/2024, , Admitted by: Self, Date of Admission:

16/12/2024, Place of Admission of Execution: Office

Dec 16 2024 1:53PM



16/12/2024

LTI 16/12/2024 FLAT NO. 43, 6/1/3, Queens Park, City:- Not Specified, P.O:- BALLYGUNGE, P.S:-Bullygunge, District: South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX9 , PAN No.:: ACxxxxxx9B, Aadhaar No: 44xxxxxxxx4819 Status : Representative, Representative of : RADHA ELECTRICALS PRIVATE LIMITED (as DIRECTOR)

_	mile (de Bille o Tort)			
	Name	Photo	Finger Print	Signature
TII So TIE Da 16, Sel 16,	r ADITYA KUMAR BREWAL on of BINOD KUMAR BREWAL te of Execution - /12/2024, , Admitted by: If, Date of Admission: /12/2024, Place of mission of Execution: Office		Captured	Dain. on Til.
		Dec 16 2024 5:01PM	LTI 16/12/2024	16/12/2024

CRES, 54/10 D.C. DEY ROAD, Flat No: 9D, TOWER - 3, City:- Not Specified, P.O:-TANGRA, P.S:-Tangra, District:-South 24-Parganas, West Bengal, India, PIN:- 700015, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX8 , PAN No.:: ABxxxxxx0F, Aadhaar No: 50xxxxxxxxx2119 Status : Representative, Representative of : NIROSHINI TECHNOLOGY LIMITED LIABILITY PARTNERSHIP (as DESIGNATED PARTNER), ADITYA KUMAR TIBREWAL HUF (as KARTA)

Mr VIVEK CHOUDHARY
Son of Mr BIJAY CHOUDHARY
Date of Execution 16/12/2024, , Admitted by:
Self, Date of Admission:
17/12/2024, Place of
Admission of Execution: Office

Dec 17 2024 2:25PM

ETI
17/12/2024

17/12/2024

NO. 84, BLOCK BH, SALT LAKE, SECTOR II, City:- Not Specified, P.O:- SECH BHAWAN, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700091, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX6, PAN No.:: ACXXXXXX8A, Aadhaar No: 87xxxxxxxx5118 Status: Representative, Representative of: MACROGRAPH RESIDENCY LLP (as DESIGNATED PARTNER), MACROGRAPH RETAIL LLP (as DESIGNATED PARTNER)

5 Name Photo **Finger Print** Signature Mr RAVINDRA KHAITAN (Presentant) Son of Late RATANLAL **KHAITAN** Date of Execution -16/12/2024, , Admitted by: Self, Date of Admission: 16/12/2024, Place of Captured Admission of Execution: Office Dec 16 2024 2:12PM LTI 16/12/2024 16/12/2024

RAWDON ENCLAVE, 10A RAWDON STREET, 1ST FLOOR, City:- Not Specified, P.O:- SHAKESPEARE SARANI, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX6, PAN No.:: AFxxxxxx8R, Aadhaar No: 37xxxxxxxx7108 Status: Representative, Representative of: PRUDENT INFRAREALTY PRIVATE LIMITED (as DIRECTOR), KHAITAN CONSTRUCTION LLP (as DESIGNATED PARTNER)

#### Identifier Details:

Name	Photo	Finger Print	Signature
Mr HARIDAS SARDAR Son of Late B SARDAR VILLAGE AND POST SARBERIA, Village:- SARBERIA, P.O:- SARBERIA, P.S:-Joynagar, District:-South 24- Parganas, West Bengal, India, PIN:- 743385		Captured	-14-: d, 8-2
	16/12/2024	16/12/2024	16/12/2024

Identifier Of Mr RAKESH JHUNJHUNWALA, Mrs ASHA JHUNJHUNWALA, Mr SHSHANK JHUNJHUNWALA, Mr RAJESH KUMAR MAHESHWARI, Mr RAKESH JHUNJHUNWALA, Mr ADITYA KUMAR TIBREWAL, Mr VIVEK CHOUDHARY, Mr RAVINDRA KHAITAN

### Mr Haridas Sardar Son of Mr B Sardar Sarberia, City:-, P.O:- Sarberia, P.S:-Joynagar, District:-South 24-Parganas, West Bengal, India, PIN:- 743386





of the stand

17/12/2024

17/12/2024

17/12/2024

Identifier Of Mr VIVEK CHOUDHARY

Trans	fer of property for L1	THE RESERVE OF THE PARTY OF THE	No. of Lots	100		1.50
SI.No		To with our (No.		7.11	HEN.	
1	KKM VENTURES LLP	To. with area (Name-Area)			1110	
2	RADHA ELECTRICALS	KHAITAN CONSTRUCTION LLP-4.0651 Dec				
-	PRIVATE LIMITED	KHAITAN CONSTRUCTION LLP-4.0651 Dec				
3	Mr RAKESH JHUNJHUNWALA	KHAITAN CONSTRUCTION LLP-4.0651 Dec				
4	Mrs ASHA JHUNJHUNWALA	KHAITAN CONSTRUCTION LLP-4.0651 Dec				
5	Mr SHSHANK JHUNJHUNWALA	KHAITAN CONSTRUCTION LLP-4.0651 Dec				Į,
6	NIROSHINI TECHNOLOGY LIMITED LIABILITY PARTNERSHIP	KHAITAN CONSTRUCTION LLP-6.09765 Dec				
7	ADITYA KUMAR TIBREWAL HUF	KHAITAN CONSTRUCTION LLP-2.84557 Dec				
8	MACROGRAPH RESIDENCY LLP	KHAITAN CONSTRUCTION LLP-5.08138 Dec				
9	MACROGRAPH RETAIL LLP	KHAITAN CONSTRUCTION LLP-5.08138 Dec				T.
10	PRUDENT INFRAREALTY PRIVATE LIMITED	KHAITAN CONSTRUCTION LLP-1.21953 Dec				
Trans	er of property for L2		A NOW			P.
SI.No	From	To. with area (Name-Area)	n 137 5	The second	4 14	
1	KKM VENTURES LLP	KHAITAN CONSTRUCTION LLP-4.0651 Dec			-	
2	RADHA ELECTRICALS PRIVATE LIMITED	KHAITAN CONSTRUCTION LLP-4.0651 Dec		W 172		
3	Mr RAKESH JHUNJHUNWALA	KHAITAN CONSTRUCTION LLP-4.0651 Dec	48	4		Ī
4	Mrs ASHA JHUNJHUNWALA	KHAITAN CONSTRUCTION LLP-4.0651 Dec				
5	Mr SHSHANK JHUNJHUNWALA	TATION CONSTRUCTION EEF-4,0031 Dec				
6	NIROSHINI TECHNOLOGY LIMITED LIABILITY PARTNERSHIP	KHAITAN CONSTRUCTION LLP-6.09765 Dec	The state of the s			
7	ADITYA KUMAR TIBREWAL HUF	KHAITAN CONSTRUCTION LLP-2.84557 Dec		-		
3	MACROGRAPH RESIDENCY LLP	KHAITAN CONSTRUCTION LLP-5.08138 Dec				
	MACROGRAPH RETAIL LLP	KHAITAN CONSTRUCTION LLP-5.08138 Dec			1-1-1	
	PRUDENT INFRAREALTY PRIVATE LIMITED	KHAITAN CONSTRUCTION LLP-1.21953 Dec				
	er of property for S1			Stewn 1	WHI !	
il.No	From	To. with area (Name-Area)	7-418	4 72 244	11 200	
	KKM VENTURES LLP	KHAITAN CONSTRUCTION LLP-20.00000000 Sq Ft	87	li u		
		KHAITAN CONSTRUCTION LLP-20.00000000 Sq Ft				

3	Mr RAKESH JHUNJHUNWALA	KHAITAN CONSTRUCTION LLP-20.00000000 Sq Ft	
4	Mrs ASHA JHUNJHUNWALA	KHAITAN CONSTRUCTION LLP-20.00000000 Sq Ft	
5	Mr SHSHANK JHUNJHUNWALA	KHAITAN CONSTRUCTION LLP-20.00000000 Sq Ft	
6	NIROSHINI TECHNOLOGY LIMITED LIABILITY PARTNERSHIP	KHAITAN CONSTRUCTION LLP-30.00000000 Sq Ft	
7	ADITYA KUMAR TIBREWAL HUF	KHAITAN CONSTRUCTION LLP-14.00000000 Sq Ft	
8	MACROGRAPH RESIDENCY LLP	KHAITAN CONSTRUCTION LLP-25.00000000 Sq Ft	
9	MACROGRAPH RETAIL LLP	KHAITAN CONSTRUCTION LLP-25.00000000 Sq Ft	
10	PRUDENT INFRAREALTY PRIVATE LIMITED	KHAITAN CONSTRUCTION LLP-6.00000000 Sq Ft	

# **Land Details as per Land Record**

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: KALI MOHAN ROYCHOWDHURY ROAD(JAGADDAL), Mouza: Jagaddal, , Ward No: 25, Holding No:279 Jl No: 71, Pin Code: 700151

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 3365, LR Khatian No:- 1431		Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 3365, LR Khatian No:- 2071	(8)	Seller is not the recorded Owner as per Applicant.

### Endorsement For Deed Number: I - 160321423 / 2024

#### On 16-12-2024

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

Presented for registration at 13:22 hrs on 16-12-2024, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr RAVINDRA KHAITAN ,.

### 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 2,29,16,122/-

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

Execution is admitted on 16/12/2024 by 1. Mr RAKESH JHUNJHUNWALA, Son of Late BRAHMADUTT JHUNJHUNWALA, FLAT NO. 43, 6/1/3, Road: Queens Park, , P.O: BALLYGUNGE, Thana: Bullygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu, by Profession Business, 2. Mrs ASHA JHUNJHUNWALA, Daughter of SANWARMALL MODI, FLAT NO. 43, 6/1/3, Road: Queens Park, , P.O: BALLYGUNGE, Thana: Bullygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu, by Profession Business, 3. Mr SHSHANK JHUNJHUNWALA, Son of Mr RAKESH JHUNJHUNWALA, FLAT NO. 43, 6/1/3, Road: Queens Park, , P.O: BALLYGUNGE, Thana: Bullygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu, by Profession Business

Indetified by Mr HARIDAS SARDAR, , , Son of Late B SARDAR, VILLAGE AND POST SARBERIA, P.O. SARBERIA, Thana: Joynagar, , South 24-Parganas, WEST BENGAL, India, PIN - 743385, by caste Hindu, by profession Private Service

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

Execution is admitted on 16-12-2024 by Mr RAJESH KUMAR MAHESHWARI, DESIGNATED PARTNER, KKM VENTURES LLP (LLP), DIAMOND HERITAGE, ROOM NO. 201A, 16, Strand Road, City:- Kolkata, P.O:- G P O, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Indetified by Mr HARIDAS SARDAR, , , Son of Late B SARDAR, VILLAGE AND POST SARBERIA, P.O: SARBERIA, Thana: Joynagar, , South 24-Parganas, WEST BENGAL, India, PIN - 743385, by caste Hindu, by profession Private Service

Execution is admitted on 16-12-2024 by Mr RAKESH JHUNJHUNWALA, DIRECTOR, RADHA ELECTRICALS PRIVATE LIMITED (Private Limited Company), 15, JATIN DAS ROAD, City:- Not Specified, P.O:- RASHBEHARI AVENUE, P.S:-Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700029

Indetified by Mr HARIDAS SARDAR, , , Son of Late B SARDAR, VILLAGE AND POST SARBERIA, P.O: SARBERIA, Thana: Joynagar, , South 24-Parganas, WEST BENGAL, India, PIN - 743385, by caste Hindu, by profession Private Service

Execution is admitted on 16-12-2024 by Mr ADITYA KUMAR TIBREWAL, DESIGNATED PARTNER, NIROSHINI TECHNOLOGY LIMITED LIABILITY PARTNERSHIP (LLP), 7B, KIRAN SHANKAR ROY ROAD, 4TH FLOOR, City:-Kolkata, P.O:- G P O, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001; KARTA, ADITYA KUMAR TIBREWAL HUF (HUF), 54/10 D.C. DEY ROAD, ACTIVE ACRES, Flat No: 9D, TOWER - 3A, City:- Not Specified, P.O:- TANGRA, P.S:-Tangra, District:-South 24-Parganas, West Bengal, India, PIN:- 700015

Indetified by Mr HARIDAS SARDAR, , , Son of Late B SARDAR, VILLAGE AND POST SARBERIA, P.O: SARBERIA, Thana: Joynagar, , South 24-Parganas, WEST BENGAL, India, PIN - 743385, by caste Hindu, by profession Private Service

Execution is admitted on 16-12-2024 by Mr RAVINDRA KHAITAN, DESIGNATED PARTNER, KHAITAN CONSTRUCTION LLP (LLP), RAWDON ENCLAVE, 10A RAWDON STREET, 1ST FLOOR, City:- Not Specified, P.O. SHAKESPEARE SARANI, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017; DIRECTOR PRUDENT INFRAREALTY PRIVATE LIMITED (Private Limited Company), RAWDON ENCLAVE, 10A RAWDON STREET, 1ST FLOOR, City:- Not Specified, P.O:- SHAKESPEARE SARANI, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017

Indetified by Mr HARIDAS SARDAR, , , Son of Late B SARDAR, VILLAGE AND POST SARBERIA, P.O: SARBERIA, Thana: Joynagar, , South 24-Parganas, WEST BENGAL, India, PIN - 743385, by caste Hindu, by profession Private Service

### **Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 53.00/- ( E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/12/2024 10:55AM with Govt. Ref. No: 192024250317261488 on 16-12-2024, Amount Rs: 21/-, Bank: SBI EPay (SBIePay), Ref. No. 6137523750546 on 16-12-2024, Head of Account 0030-03-104-001-16

### **Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 40,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 10153, Amount: Rs.100.00/-, Date of Purchase: 12/11/2024, Vendor name: S DAS

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/12/2024 10:55AM with Govt. Ref. No: 192024250317261488 on 16-12-2024, Amount Rs: 40,020/-, Bank: SBI EPay (SBIePay), Ref. No. 6137523750546 on 16-12-2024, Head of Account 0030-02-103-003-02

Bdasgrepta

Baishali Dasgupta
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24PARGANAS

South 24-Parganas, West Bengal

#### On 17-12-2024

### 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.

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

Execution is admitted on 17-12-2024 by Mr VIVEK CHOUDHARY, DESIGNATED PARTNER, MACROGRAPH RESIDENCY LLP (LLP), RAWDON ENCLAVE, 10A RAWDON STREET, 1ST FLOOR, City:- Not Specified, P.O.-SHAKESPEARE SARANI, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017; DESIGNATED PARTNER, MACROGRAPH RETAIL LLP (LLP), RAWDON ENCLAVE, 10A RAWDON STREET, 1ST FLOOR, City:- Not Specified, P.O:- SHAKESPEARE SARANI, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017

Indetified by Mr Haridas Sardar, , , Son of Mr B Sardar, Sarberia, P.O: Sarberia, Thana: Joynagar, , South 24-Parganas, WEST BENGAL, India, PIN - 743386, by caste Hindu, by profession Service

Bodasgropta

Baishali Dasgupta
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24PARGANAS

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2024, Page from 561155 to 561201
being No 160321423 for the year 2024.





Digitally signed by Debasish Dhar Date: 2024.12.23 15:40:58 +05:30 Reason: Digital Signing of Deed.

(Debasish Dhar) 23/12/2024
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.