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पश्चिम बंगाल WEST BENGAL

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16/8/2024  
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certified that the document is admitted in  
registration. The signature sheets and  
the endorsement sheets attached with  
document are the part of this document.

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

18/9/24

THIS MODIFIED DEVELOPMENT AGREEMENT made this 16th day of  
August Two Thousand and Twenty-Four BETWEEN (1) (SM.) CHANDNI  
CHOUDHARY (having PAN APOPB1142B and Aadhaar No. 6176 7316 8795) wife of  
Shri Gaurav Choudhary residing at 25 Buroshibtalla Main Road (now premises

113666

No. \_\_\_\_\_ Sold to \_\_\_\_\_  
Address \_\_\_\_\_  
Rs. \_\_\_\_\_  
Date \_\_\_\_\_

PANKAJ SHROFF & CO.  
ADVOCATE  
Diamond Heritage, No 11, 8th Fl  
16, Strand Road,  
Kolkata- 700 001

**SIPRA DEY**

Licence No. 18A

Code 50670

1 N. S. Road, Kolkata-700 001



*[Handwritten signature]*

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(Sushanti Datta  
S/o, Late G.C. Datta  
63, Baishahi Park  
PO - Garia Pk. Bandhoni  
Kolkata - 700084)

No.125 Buroshibtalla Main Road), Police Station Behala, Post Office Sahapur, Kolkata-700038 as executrix to the estate of late Pradeep Kumar Choudhary son of late Muralidhar Choudhary **(2) PRAMOD KUMAR CHOUDHARY** (having PAN ACHPC8702E and Aadhaar No 648779179097) son of late Muralidhar Choudhary residing at 25 Buroshibtalla Main Road (now premises No.125 Buroshibtalla Main Road), Police Station Behala, Post Office Sahapur, Kolkata-700038, **(3) PRABHAT KUMAR CHOWDHARY** (having PAN ASTPC0936E and Aadhaar No 815159228091) son of late Muralidhar Choudhary residing at 25/1 Buroshibtalla Main Road (now premises No.125 Buroshibtalla Main Road), Police Station Behala, Post Office Sahapur, Kolkata-700038, **(4) AMIT KUMAR CHOUDHARY** (having PAN AEMPC6217K and Aadhaar No 225454793970) son of late Prakash Kumar Choudhary residing at Flat No.C-204, Nagar Residency, Gurunanak Path, Malviyanagar, Police Station -Malviyanagar, Post Office Malviyanagar, Jaipur-302017, **(5) DEVASHISH CHOUDHARY** (having PAN AAJPC7877L and Aadhaar No. 8795 4454 2764) son of Mr. Vinay Kumar Choudhary residing at Auroshree, Plot Nos.13 and 14, Govind Vihar, Bomikhal, Police Station Laxmisagar, Post Office Rasulgarh, Bhubaneshwar - 751010, State of Orissa **(6) ARAVIND CHOUDHARY** (having PAN AIBPC7938E and Aadhaar No. 9092 0116 6400) son of Mr. Vikash Choudhary residing at Auroshree, Plot Nos.13 and 14, Govind Vihar, Bomikhal, Police Station Laxmisagar, Post Office Rasulgarh, Bhubaneshwar -751010, State of Orissa and **(7) ANIL KUMAR CHOWDHURY** son of late Narsingh Chowdhary (having PAN AAJPC7875J and Aadhaar No 702439686633) residing at "Auroshree" Building, 13-14 Govind Vihar, Bomikhal, Behind Ekmara Talkies, Police Station Laxmisagar, Post Office Rasulgarh, Bhubaneshwar-751010, Orissa (hereinafter collectively referred to as "the **OWNERS**", which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include and each of their respective heirs legal representatives executors administrators and permitted assigns) of the **FIRST PART AND SKDJ SKY HEIGHT LLP** (formerly SKDJ Sky Height Private Limited), a Limited Liability Partnership within the meaning of Limited Liability Partnership Act, 2008 having its Registered Office at 8Camac Street, "Shantiniketan Building", Police Station Shakespeare Sarani, Post Office Circus Avenue,Kolkata-700017 (having LLPINAAD-7199 and PAN ACUFS1471R) represented by its Designated Partner Mr. Sushil Kumar Agarwal son of Mr. Indra Chand Gupta (having PAN AGQPA1323C and Aadhaar No 459930349914) working for gain at 8 Camac Street, Shantiniketan Building, Sulte No.908, P.O. Circus Avenue, P.S. Shakespeare Sarani Kolkata-700017 (hereinafter referred to as "the **CO-OWNER/DEVELOPER**", which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors and/or assigns) of the



OFFICE OF THE DIST. SUB-REGISTRAR-II  
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**SECOND PART AND (SM.) USHA CHOUDHARY** (having PAN ACHPC8693E and Aadhaar No. 2850 5703 1095) wife of late Pradeep Kumar Choudhary residing at 25 Buroshibtalla Main Road (now premises No.125 Buroshibtalla Main Road), Police Station Behala, Post Office Sahapur, Kolkata-700038 as beneficiary to the estate of late Pradeep Kumar Choudhary son of late Muralidhar Choudhary (hereinafter referred to as "**the CONFIRMING PARTY**", which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs legal representatives executors administrators and permitted assigns) of the **THIRD PART:**

**WHEREAS:**

- A. Shri Pradeep Kumar Choudhary (since deceased), Shri Vinay Kumar Choudhary, Shri Vikash Choudhary along with the Owner Nos. 2, 3, 4 and 7 abovenamed and the Co-owner/Developer hereto were collectively the absolute joint owners of **ALL THAT** the Municipal Premises No.125, Buroshibtalla Main Road, Police Station Behala, under Ward No. 117 of the Kolkata Municipal Corporation, Kolkata-700038 containing an aggregate area of 154 Cottahs 03 Chittacks 24 Square feet more or less (hereinafter referred to as "**the Larger Property**") together with dwelling houses out-houses servants-quarters sheds and structures thereat in the proportion as follows:

(i)	PRADEEP KUMAR CHOUDHARY	23.38% undivided share
(ii)	PRAMOD KUMAR CHOUDHARY	19.64% undivided share
(iii)	PRABHAT KUMAR CHOWDHARY	20.51% undivided share
(iv)	AMIT KUMAR CHOUDHARY	19.86% undivided share
(v)	VINAY KUMAR CHOUDHARY	03.00% undivided share
(vi)	VIKASH CHOUDHARY	03.00% undivided share
(vii)	ANIL KUMAR CHOWDHURY	05.90% undivided share
(ix)	SKDJ SKY HEIGHT LLP	04.71% undivided share
	Total:	<u>100%</u>



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- B. Shri Pradeep Kumar Choudhary (since deceased), Shri Vinay Kumar Choudhary, Shri Vikash Choudhary along with the Owner Nos. 2, 3, 4 and 7 abovenamed entered into a Development Agreement with the Co-owner/Developer herein, being Development Agreement dated 1<sup>st</sup> December 2020 and registered at the office of District Sub-Registrar III, in Book No. 1, Volume No.1603-2021, Pages from 5079 to 5145, Being No. 160302870 for the year 2020 (hereinafter referred to as the "**Development Agreement**"). Under the said Development Agreement, Shri Pradeep Kumar Choudhary (since deceased), Shri Vinay Kumar Choudhary, Shri Vikash Choudhary along with the Owner Nos. 2, 3, 4 and 7 abovenamed granted the Developer the sole and exclusive right and authority to develop the New Buildings at the Larger Property and to market, commercially exploit and sell the Saleable Areas thereat for mutual benefit and for the consideration and on the terms and conditions therein contained.
- C. Subsequently, Shri Pradeep Kumar Choudhary died testate after making and publishing his Last Will and Testament dated 21<sup>st</sup> December 2020 whereby and whereunder he appointed his daughter in law Sm. Chandni Choudhary (the as his Executrix and gave devised and bequeathed his entire share in the said Property with all rights and entitlements under the said Development Agreement unto and in favour of his wife Sm. Usha Choudhary absolutely. Sm. Chandni Choudhary has applied for grant of probate of the said Last Will and Testament dated 21<sup>st</sup> December 2020 of late Pradeep Kumar Choudhary before the Hon'ble High Court at Calcutta vide P.L.A. No.217 of 2022. The son and daughter of late Pradeep Kumar Choudhary namely Gaurav Choudhary and Sm. Puja Agarwal have given their consent for grant of probate of the said Last Will and Testament dated 21<sup>st</sup> December 2020 of late Pradeep Kumar Choudhary.
- D. The Developer has caused to be sanctioned the Building Plan for construction of New Buildings at the Larger Property from the Kolkata Municipal Corporation vide Building Permit No. 2024130052 dated 14.06.2024. In order to obtain sanction of the said building plan, all the owners of the Larger Property (including the Developer) by a Deed of Gift dated 12<sup>th</sup> March, 2024 registered in the office of District Sub-Registrar-II, South 24 Parganas in Book No. 1, Volume No. 1602-2024, Pages 115356 to 115372, Being No. 160203882 and another Deed of Corner Splay dated 13<sup>th</sup> March, 2024



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registered in the office of District Sub-Registrar-II, South 24 Parganas in Book No. 1, Volume No. 1602-2024, Pages 115340 to 115355, Being No. 160203880 for the year 2024, had gifted a total area of 607.03 Square metre land out of the Larger Property equivalent to 09 Cottah 01 Chittack 09 Square feet (more or less) to the Kolkata Municipal Corporation (hereinafter referred to as "**KMC**"). After such gifts to KMC, the total area of the said premises No.125, Buroshibtalla Main Road, Police Station Behala, Kolkata-700038 stood reduced to about 145 Cottah 02 Chittacks and 15 Square feet (more or less) (as morefully described in the **First Schedule** hereunder written and hereinafter referred to as "**the said Property**" and shown in the plan annexed hereto duly bordered thereon in '**Red**').

- E. Subsequently, Shri Vinay Kumar Choudhary son of late Narsingh Chowdhury granted conveyed and transferred, by way of gift, his undivided 03% share right title and interest in the said Property together with all benefits, rights and obligations arising out of (i) the said Development Agreement and (ii) the said Sanction Plans, unto and in favour of his son Devashish Choudhary by a Deed of Gift dated 06th August 2024 registered with the District Sub-Registrar-IV, Alipore, South 24-Parganas.
- F. The said Shri Vikash Choudhary son of late Narsingh Chowdhury granted conveyed and transferred, by way of gift, his undivided 03% share right title and interest in the said Property together with all benefits, rights and obligations arising out of (i) the said Development Agreement and (ii) the said Sanction Plans, unto and in favour of his son Aravind Choudhary by a Deed of Gift dated 06th August 2024 registered with the District Sub-Registrar-IV, Alipore, South 24-Parganas.
- G. In terms of the discussions and mutual decisions between the Owners herein and the Developer, the Owners hereto decided to sell convey and transfer 30% of their share in the said Property being 41.50 Cottahs out of 138.31 Cottahs land owned by them unto and in favour of the Purchaser Together with benefits of the said building plan to the extent of their 30% share in the said Property and Together with all benefits of revenue attributable to their 30% share in the said Property under the said Development Agreement and by a Deed of Conveyance dated 16<sup>th</sup> August 2024 and registered with the District Sub-Registrar-III, Alipore, South 24 Parganas, the Owners hereto, for an aggregate consideration of Rs.9,90,00,000/-, have granted sold



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conveyed and transferred their 28.587% undivided share in the said Property unto and in favour of the Developer, absolutely and forever, and Sm. Usha Choudhary, Shri Gaurav Choudhary and Sm. Puja Agarwal have concurred confirmed and assured such sale by joining in as confirming party thereto. Under the said Deed of Conveyance, Shri Gaurav Choudhary and Sm. Puja Agarwal have also declared that they do not have any share right title or interest of and in the entirety of the Larger Property being premises No. 125 Buroshibtalla Main Road, Kolkata-700038 measuring 154.22 Cottahs more or less and that their mother Sm. Usha Choudhary is the sole and absolute owner/beneficiary of the entire share of late Pradeep Kumar Choudhary in the said Property and is entitled to all his rights and benefits arising out of the said Development Agreement.

- H. After such sale by the Owners of their 30% undivided share in the said Property to the Developer, the said Property is presently owned by the Owners and the Developer in the following shares and proportion:

(i)	(SM.) CHANDNI CHOUDHARY as executrix to the estate of late Pradeep Kumar Choudhary	16.36 % undivided share
(ii)	PRAMOD KUMAR CHOUDHARY	13.75 % undivided share
(iii)	PRABHAT KUMAR CHOWDHARY	14.36 % undivided share
(iv)	AMIT KUMAR CHOUDHARY	13.90 % undivided share
(v)	DEVASHISH CHOUDHARY	02.10 % undivided share
(vi)	ARAVIND CHOUDHARY	02.10 % undivided share
(vii)	ANIL KUMAR CHOWDHURY	04.13 % undivided share
(ix)	SKDJ SKY HEIGHT LLP	<u>33.30 % undivided share</u>
	Total:	<u>100%</u>

- I. In view of such sale by the Owners of their 30% undivided share in the said Property unto and in favour of the Developer, the Owners' Share in Gross Revenue automatically stood reduced and the Developer's Share in the Gross





Revenue stood increased. Further, there has also been some change understanding with regard to the security deposit between the Owners and the Developer, and in order to record such modifications, the Parties are executing this revised Development Agreement in modification of and superceding the previous Development Agreement dated 1<sup>st</sup> December 2020 for all intents and purposes as hereinafter contained.

- J. Inasmuch as probate of the said Will of late Pradeep Kumar Choudhary has not been granted as yet, Sm. Usha Choudhary (being the sole beneficiary of the estate of late Pradeep Kumar Choudhary) has joined in as Confirming Party to these presents to concur confirm and accept the modifications being made to the said Development Agreement by these presents. Further, at the request of (Sm.) Chandni Choudhary (being the executrix to the estate of late Pradeep Kumar Choudhary and Owner No.1 hereto), all payments in respect of the undivided share of late Pradeep Kumar Choudhary in the said Property are being made by the Developer to Sm. Usha Choudhary (being the sole beneficiary to the estate of late Pradeep Kumar Choudhary and Confirming Party hereto).

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

**1. DEFINITIONS AND INTERPRETATIONS:**

- 1.1 In these presents unless there be something contrary or repugnant to the subject or context:
- (a) **"Architects"** shall mean such architect as may be appointed by the Developer for the Project.
  - (b) **"Association"** shall mean one or more Association of Persons, Society, Company or other body that may be formed of the buyers of the Saleable Areas along with the Owners and the Developer in respect of the Unsold Areas for operation, maintenance and management of the Common Areas and Installations and other Common Purposes (defined below);



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- (c) **"Building Complex"** shall mean and include the said Property and New Buildings thereon having the Common Areas and Installations.
- (d) **"Building Plan"** shall mean the plan caused to be prepared by the Developer from the Architects for construction of New Buildings at the said Property and sanctioned by the Kolkata Municipal Corporation and/or other concerned authorities being Building Permit No. 2024130052 dated 14.06.2024 and shall include all modifications thereof and/or alterations thereto as may be necessary and/or required by the Developer from time to time and done with the recommendation of the Architects.
- (e) **"Common Areas And Installations"** shall mean and include the areas, installations and facilities as be expressed or intended by the Developer for common use of the Owners, the Developer and the buyers in such manner and to such extent as the Developer at its sole discretion deems fit and proper, it being clarified that it shall be within the rights of the Developer to include or exclude any part of the Building Complex so as to form part of or not to form part of the Common Areas and Installations.
- (f) **"Common Expenses"** shall mean and include all costs, charges and expenses incurred for operation, maintenance and management of the Common Areas and Installations and other Common Purposes (defined below).
- (g) **"Common Purposes"** shall mean and include the purposes of operation, maintenance and management of the Common Areas and Installations; rendition of common services in common to the buyers; collection and disbursement of the Common Expenses (defined above); regulating mutual rights, obligations and liabilities of the buyers; and dealing with the matters of common interest of the buyers.
- (h) **"Deposits"** shall mean the deposits to be taken by the Developer from the buyers of the Saleable Areas as mentioned in Clause 9 hereunder written and such deposits shall not form part of the Gross Revenue of the Project.



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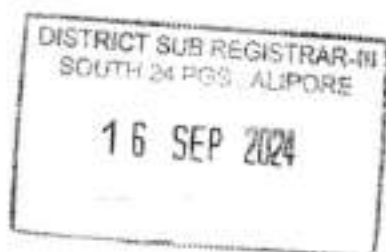
- (i) **"Extras"** shall mean the charges and expenses to be taken by the Developer from the buyers of the Saleable Areas as mentioned in Clause 9 hereunder written and such charges shall not form part of the Gross Revenue/Realizations of the Project.
- (j) **"Gross Revenue Sharing Ratio"** shall mean the ratio of sharing of the Gross Revenue between the Owners and the Developer being Owners' Share of Gross Revenue : Developer's Share of Gross Revenue defined herein.
- (k) **"Buyers"** shall mean the persons desirous of owning the Saleable Areas and who have entered into agreement in writing with the parties hereto to purchase the same.
- (l) **"New Buildings"** shall mean the residential buildings and other structures to be constructed by the Developer at the said Property and wherever the context so permits or intends shall include the Parking Spaces thereat.
- (m) **"Owners' Share in the said Property"** shall mean undivided 66.70% (Sixty Six decimal Seventy percent) share of said Property as defined and detailed above;
- (n) **"Developer's Share in the said Property"** shall mean undivided 33.30% (Thirty-Three decimal Three percent) share of said Property;
- (o) **"Owners' Share of Gross Revenue"** shall mean 14% (fourteen percent) of the Gross Revenue/Realizations subject to capping of the total amount of revenue receivable by the Owners as mentioned in clause 8.2.2 hereinbelow, to be shared inter-se amongst the Owners in the proportion in which they own 66.7% share in the said Property.
- (p) **"Developer's Share of Gross Revenue"** shall mean the entirety of the Realizations/Gross Revenue after deducting the Owners' Share of Gross Revenue.
- (q) **"Parking Spaces"** shall mean and include the covered, open and mechanized parking spaces at the said Property for parking of motor cars and two wheelers as planned by the Developer.



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- (r) **"Project"** shall mean (i) development of the said Property into a Building Complex by constructing the Saleable Areas and making the same fit for habitation, (ii) sale of all the Saleable Areas in the Building Complex in favour of the Buyers and (iii) all acts deeds and things to be done or caused to be done in respect of the construction and sale of Saleable Areas as per the terms of this Agreement.
- (s) **"Project Advocates"** unless changed by the Developer, shall mean Messrs. Pankaj Shroff & Co., Advocates of "Diamond Heritage", N611, 6<sup>th</sup> floor, 16 Strand Road, Kolkata-700001, for the Project and the Owners accept such appointment.
- (t) **"Project Bank Account"** shall mean a bank account to be opened for depositing all Realizations/Gross Revenue generated from the Project and operated only for distribution of such Realizations between the Parties hereto as and in the manner mentioned in Clause 8 hereunder.
- (u) **"Realizations"** or **"Gross Revenue"** shall mean the sale proceeds, booking amounts, advances and other incomings realized from sale of the Saleable Areas or any part thereof and from transfer of any rights/privileges at the said Property to the proposed buyers as mentioned in clause 8 hereunder, but shall not include the Extras, Deposits and Goods & Services Tax as mentioned in clause 9 hereunder.
- (v) **"said Property"** shall mean the piece and parcel of land situated and lying at and being municipal premises No. 125, Buroshibtalla Main Road, Police Station Behala, Kolkata-700038 under KMC Ward No. 117 containing an aggregate land area of 145 Cottahs 02 Chittacks 15 Square feet more or less (which property prior to the gift made to KMC formed the Larger Property consisting an area of 154 Cottahs 03 Chittacks 24 Square feet more or less), Kolkata-700038, together with dwelling houses out-houses servants-quarters sheds and structures thereat more fully and particularly mentioned and described in the **First Schedule** hereunder written and shown in the plan annexed hereto duly bordered thereon in 'Red'.
- (w) **"Saleable Areas"** shall mean and include the Units (being flats/apartments/shops/showrooms), parking spaces, balconies/terraces attached to Units, portion of the ultimate roofs of





the New Buildings and other areas in the Building Complex capable of being transferred independently or as appurtenant to any Unit and shall also include any area, signage right, or other right/privilege in the Building Complex capable of being commercially exploited or transferred for money and shall include the right in all common areas/utilities as may be provided by the Developer.

- (x) **"Specifications"** shall mean the specifications in accordance with which the New Buildings shall be constructed, erected and completed and the same shall be decided by the Developer in consultation with the Architects.
  - (y) **"Units"** shall mean and include the residential flats/apartments/shops/showrooms and other spaces to be constructed by the Developer and contained in the New Buildings at the said Property.
  - (z) **"Unsold Areas"** shall mean such Saleable Areas in respect of which no agreement for sale and/or transfer and/or bookings are made at the time of the Kolkata Municipal Corporation issuing its completion certificate/partial completion certificate in respect of the New Buildings at the said Property.
  - (aa) The term or expression **'Party'** according to the context refers to the Owners or the Co-owner/Developer and the term or expression **'Parties'** refers to the Owners and the Co-owner/Developer jointly.
- 1.2 The paragraph heading and clause titles appearing in this agreement are for reference only and shall not affect the construction or interpretation of any terms hereof.
  - 1.3 A singular number/word includes the plural, and vice versa.
  - 1.4 A word which suggests one gender includes the other genders.
  - 1.5 A Clause includes sub-clause/s, if any, thereof.
  - 1.6 If a word has been defined, another part of speech of such word shall have the corresponding meaning.



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## 2. **REPRESENTATIONS:**

- 2.1 The Owners have represented and assured the Co-owner/ Developer, inter alia, as follows:
- (a) **That** the Owners jointly are the absolute owners of 66.70% undivided shares in the said Property having absolute right, title and interest of their respective shares in the said Property and have a marketable title thereto;
  - (b) **That** the Owners are in khas, vacant, peaceful and exclusive possession of their share in the said property;
  - (c) **That** the said Property is butted and bounded by boundary walls on all sides and has direct unhindered access from municipal roads namely Buroshibtalla Main Road, Roy Bahadur Road and Malakar Para Road (formerly known as Gawal Para Road);
  - (d) **That** the Owners' share in the said Property is free from all encumbrances, mortgages, charges, liens, lispendens, attachments, uses, debutters, trusts, leases, tenancies, occupancy rights, bargadars, vesting, acquisition, requisition, alignment, claims, demands and liabilities whatsoever or howsoever;
  - (e) **That** no person other than the Owners has any right title or interest in the Owners' share in the said Property or any part thereof;
  - (f) **That** there is no excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 contained in the said Property;
  - (g) **That** there is no impediment in the development and transfer of the said Property and transfer of the Saleable Areas;
  - (h) **That** save with the Developer, the Owners have not entered into any agreement for sale, transfer or development of the said Property or any part thereof or received any consideration or created any third party interest or executed any power of attorney in connection with the Owners' Share in the said Property or any part thereof;
  - (i) **That** there is no insolvency, bankruptcy or liquidation proceeding pending or threatened against the Owners or any of them;



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- (j) **That the** share, right, title and interest of none of the Owners in the said Property is mortgaged or the subject matter of any lien charge or guarantee with any lender, bank or financial institution nor is a part of any future financial commitment of any of the Owners.

2.2 The Co-Owner/ Developer has represented and assured the Owners, inter alia, as follows:

- (a) **That** the Co-owner / Developer has purchased 4.71% undivided share in the said Property from the family members of the Owners hereto on the representation and assurances of the Owners that such family members are the absolute owners of the said share in the said Property;
- (b) **That** the Co-owner / Developer has further purchased 28.587% (equivalent to 30% of the Owners share in the said Property) undivided share in the said Property from the Owners herein.
- (c) **That** the Co-Owner/ Developer is in khas, vacant, peaceful and exclusive possession of their share in the said Property;
- (d) **That** since purchase of its 33.3% share in the said Property the Co-owner/Developer has not created any encumbrance, mortgage, charge, lien, lispendens, debutters, trust, lease, tenancy, occupancy right, or liabilities whatsoever or howsoever in respect of its share in the said Property;
- (e) **That** save with the Owners, the Co-Owner/ Developer has not entered into any agreement for sale, transfer or development of the said Property or any part thereof or received any consideration or created any third party interest or executed any power of attorney in connection with the Co-Owner's/Developer's Share in the said Property or any part thereof;
- (f) **That** there is no insolvency, bankruptcy or liquidation or dissolution proceeding pending or threatened against the Co-owner/ Developer or any of its partners;
- (g) **That the** Co-owner/Developer has not created any mortgage or lien on his share in the said Property nor the same is the subject matter of any charge or guarantee created by the Co-owner/Developer with any



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lender, bank or financial institution nor is a part of any future financial commitment of the Co-Owner / Developer;

- (h) **That** the Co-Owner/Developer has adequate experience, skill, expertise and finances for carrying out its obligations under this Agreement including payment of the Threshold Amount and Minimum Guaranteed amounts under Clause 8.2 as well as undertaking the present project for constructing and developing a Building Complex on the said Property as contemplated herein and shall execute the said project to the best of its abilities.

### **3. AGREEMENT, CONSIDERATION AND APPOINTMENT:**

- 3.1 The Parties do hereby record confirm and declare that the said Development Agreement dated 1<sup>st</sup> December 2020 and registered at the office of District Sub-Registrar III, in Book No. 1, Volume No.1603-2021, Pages from 5079 to 5145, Being No. 160302870 for the year 2020 have been unequivocally and absolutely modified and replaced by these presents. All previous acts deeds and things done by both the Parties in respect of the Project shall be deemed to have been done under and pursuant to the said Development Agreement dated 1<sup>st</sup> December 2020 as modified by these presents.
- 3.2 The Parties have entered into this Agreement relying on the aforesaid representations made to each other and believing the same to be true and correct and acting on faith thereof.
- 3.3 The Owners do hereby agree to provide and grant license to the Developer in respect of the land contained in the said Property, free from all encumbrances and liabilities, and permit and grant the Developer the sole and exclusive right and authority to demolish the existing dwelling houses, out-houses, servants' quarters and other structures thereat in terms hereof and to construct and develop New Buildings at the said Property in the manner mentioned hereunder at its own cost and to market, commercially exploit and sell or otherwise transfer all the Saleable Areas thereat and do all acts deeds and things to be done or caused to be done in connection therewith, for mutual benefit and for the consideration and on the terms and conditions hereinafter contained.



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- 3.4 The Developer shall demolish the existing dwelling houses, out-houses, servants' quarters and other structures thereat in terms hereof and to construct and develop the New Buildings on the said Property at its own costs and expenses as per the Specifications as the Developer deems fit and to deposit the security deposit mentioned herein-below to the Owners and to comply with its other obligations herein contained. Upon demolition of the existing buildings and structures all proceeds from the sale of debris after deducting therefrom the cost of demolition and removal of the existing building and structures including any costs/charges/fees required to be paid to concerned authorities, shall belong to the Owners.
- 3.5 The Owners' Share of Gross Revenue shall be 14% (fourteen per cent) of the Gross Revenue/Realizations subject to a maximum sum of Rs.23,10,00,000/- (Rupees Twenty-Three Crore Ten Lacs Only) only (hereinafter referred to as "the **Threshold Amount**") as mentioned in clause 8.2.2 hereinbelow. The Co-owner's/ Developer's Share of Gross Revenue shall be the remaining of the Realizations/Revenue after deducting the Owners' Share of Gross Revenue.
- 3.6 All Realizations made by the Developer from sale of the Saleable Areas shall be deposited in the Project Bank Account as mentioned in clause 8.1 herein below AND the Gross Revenue generated from the Project shall be shared between the Owners and the Developer in the Gross Revenue Sharing Ratio as mentioned in clause 8.2 herein.
- 3.7 With effect from the date of execution hereof and subject to the terms and conditions hereinafter contained, the Owners shall be entitled to the (a) Owners' Share of Gross Revenue, and (b) other rights and benefits hereby granted to the Owners hereunder or intended so to be AND the Developer shall be entitled to the (a) Developer's Share of Gross Revenue, (b) entirety of the Extras, Deposits and GST (Goods and Services Tax) as herein mentioned, (c) the Unsold Areas upon payment of Threshold Amount to the Owners, and (d) other rights and benefits granted to the Developer hereunder or intended so to be.

#### 4. **SECURITY DEPOSIT AND TITLE DEEDS:**

- 4.1 **Interest Free Refundable Security Deposit:** The Developer shall keep in deposit with the Owners a sum of Rs.4,50,00,000/- (Rupees Four Crore Fifty Lacs only) only as interest free refundable security deposit in the proportion



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in which they own undivided 66.70% share the said Property. The Owners shall be paid a sum of **Rs.1,20,00,000/- (Rupees One Crore Twenty Lacs only)** by the Developer within 90 days from the date of execution hereof. The Developer shall further pay the balance security deposit of **Rs.3,30,00,000/- (Rupees Three Crores Thirty Lacs only)** within 24 months from the date of execution of this Agreement. The payment of all tranches of the Refundable Security Deposit with details of remittance shall be made to Owners by the Developer if so requested by the Owners.

- 4.2 **Refund of Security Deposit:** Unless otherwise expressly agreed in writing between the Parties hereto, the said interest free security deposit amount of Rs.4,50,00,000/- shall be refunded by the Owners to the Developer within 270 days of the Kolkata Municipal Corporation issuing the occupancy/completion certificate in respect of the said Project or the Owners receiving Rs.15,00,00,000/- (Rupees Fifteen Crore only) towards Owners' Share of Gross Revenue from the Project, whichever is earlier. In case the Owners fail to refund the security deposit the Developer shall be entitled to adjust the same from the Threshold Amount and make payment of applicable TDS thereon and the same shall be treated to be as payment to the Owners in terms of the clause 8.2.2 and its sub-clauses hereinbelow.
- 4.3 **Title Deeds:** From the date of execution hereof, the original title deeds and other papers and documents of the said Property establishing the title of the parties hereto to the said Property shall be kept in the custody of the Developer. The Developer shall be entitled to cause inspection and/or production of such original title deeds before any of the authorities, banks or Buyers. In case the Developer intends to obtain project finance from any financial institution then the Owners hereby agree and allow the Developer to deposit the title deed with such financial institution for obtaining such finance. Upon completion of construction of the Building Complex and sale of all Saleable Areas in entirety and formation of the Association of the Buyers, the original title deeds of the said Property shall be delivered by the Owners and the Co-owners to such Association. In case of the Developer obtaining any Project Finance it shall be the obligation of the Developer to get Title Deeds released from the Financial Institution and deliver the same to the Association.



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## **5. OBLIGATIONS OF THE OWNERS:**

**5.1 License to the Developer:** The Owners simultaneously with the execution hereof, grant license to the Developer to enter upon the said Property to undertake the Project with effect from the date of sanction of the Building Plan. Nevertheless, since the Owner Nos. 2 and 3 are still residing in the dwelling house situated at the front portion of the said Property, the Developer shall allow such Owners to continue to stay in such dwelling house for a maximum period of 90 days from the date of execution hereof.

5.1.1. It is clarified that granting of license to the Developer to enter upon the said Property to undertake the Project shall not be construed as making over of possession of the said Property unto the Developer by the Owners within the meaning of Section 53A of The Transfer of Property Act, 1882 and that grant of such license shall be deemed to be license within the meaning of Section 52 of the Easements Act, 1882 and will not tantamount to legal possession to the Developer until the agreed share of Gross Revenue/Realization is fully received by the Owners.

**5.2 Vacating of the dwelling house at the front portion of the said Property by Owners:** Within 90 days from the date of execution hereof, the Owner Nos. 2 and 3 undertake to and shall be obligated to vacate and deliver the said dwelling house situated at the front portion of the said Property, being a part of the present premises No. 125, Buroshibtalla Main Road, Kolkata-700038 in complete vacant peaceful condition to the Developer to enable the Developer to develop the said Property in terms hereof. In this regard, it is expressly agreed between the Parties that in case the Owners fail to vacate and deliver the said dwelling house situated at the front portion of the said Property to the Developer within the said period of 90 days from the date of execution hereof and a further grace period of 30 days thereafter, then and in such event the Owner Nos. 2 and 3 (inasmuch as only Owner Nos. 2 and 3 are residing in such dwelling house) shall be liable to pay to the Developer pre-determined liquidated damages calculated @Rs.15,00,000/- (Rupees fifteen lakhs only) per month or part thereof until fulfillment of their such obligation. It is clarified that, if, anyone and/or two out the three owners vacate the dwelling house then the remaining person or persons shall be liable to pay the liquidated damages to the Developer as agreed above (i.e. to say if one Owner does not vacate then he shall be liable to pay the entire sum of



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Rupees fifteen lacs and if two Owners do not vacate then each one of them shall pay Rupees seven lakh fifty thousand). The Owner Nos. 2 and 3 declare that the predetermined liquidated damages mentioned above are just and reasonable and none of them shall be entitled to dispute or challenge the same in future.

- 5.3 **Mutation, Conversion and Taxes:** The Developer has, at the costs and expenses of the Owners, caused to be mutated the names of the Owners and the Co-owner in the records of the Kolkata Municipal Corporation and also caused to be amalgamated the said Property into a single premise No. 125 Buroshibtalla Main Road, Kolkata-700038. The Developer has also at the costs and expenses of the Owners, caused to be (a) mutated the names of the Owners and the Co-owner in the records of the concerned B.L.&L.R.O. as owners/raiyats of the said Property and (b) converted the nature of use of the land comprised in the said Property to 'residence/bastu/bahutal abason' in the records of the concerned B.L.&L.R.O. It is made clear that the Co-owner shall not liable to pay or contribute any costs or expenses of such mutation or conversion despite being owner of 33.30% share in the said Property. Any further changes and/or rectifications to be made in the mutation post the date of obtaining the Building Plan, shall be borne by such party in whose name the mutation is being done.
- 5.4 In the event any fees or government levy or arrear taxes has been paid for such mutation and conversion by the Developer the same shall be deemed to have been paid by the Developer on behalf of the Owners and the Owners shall reimburse the same to the Developer.
- 5.5 **ULC:** The Developer has at the costs and expenses of the Owners, applied for and obtained necessary 'Certificate' from the competent authority under the Urban Land (Ceiling & Regulation) Act, 1976 declaring that the Competent Authority has no objection in the development of the said Property or there is no excess vacant land at the said Property within the meaning of the said Act of 1976. It is made clear that the Co-owner shall not be liable to pay or contribute any costs or expenses for obtaining such certificate despite being owner of 33.30% share in the said Property.
- 5.6 **Ensure Continuing Marketability:** The Owners shall ensure that they will keep their title to the Owners' Share in the said Property marketable and free from all encumbrances and liabilities whatsoever till completion of the Project.



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- 5.6.1 The Owners agree and undertake that in case of death of any of them or internal transfer/gift of their respective share in the said Property by any of them in terms hereof, the concerned Owner and his/her respective heirs executors administrators legal representatives and/or permitted assigns shall be obligated to and shall (i) mutate their names as successor in place and stead of such Owner in the records of the Kolkata Municipal Corporation and the B.L.&L.R.O. Kolkata at their own costs and expenses within a period of 03 (three) months or earlier and without any delay and (ii) execute and/or register one or more Powers of Attorney in favour of the Developer's nominated persons as mentioned in clause 11 and its sub-clauses below at the costs and expenses of the Developer within a period of 01 (one) month or earlier and without any delay.
- 5.7 **Expenses, Cost, Title and Indemnity:** Notwithstanding the aforesaid, in case any encumbrance, defect or deficiency in title is found to be affecting the Owners' Share in the said Property as well as the Co-owner's share in the said Property not occasioned due to any act of the Co-owner after its purchase from the Owners and/or their or their respective predecessors-in-interest and/or family members or any part thereof or any person lawfully claims title thereto, the Owners shall subject to force majeure remove and cure the same at their own costs and expenses promptly and within 90 days of receiving a notice from the Developer and shall keep the Developer and the Buyers saved harmless and indemnified of and from any losses, damages, costs, claims, demands, actions and proceedings in this regard. The Developer shall assist the Owners to the best of their ability for the aforesaid.
- 5.7.1 It is expressly agreed between the Parties hereto that in case any amount is required to be paid for ensuring the marketability of title of the Owners share and/or the Co-owners share in the said Property (even though 33.30% share in the said Property is now owned by the Developer) not occasioned at the instance of the Developer, the same shall be borne and paid by the Owners exclusively.
- 5.7.2 Any cost and/or expenses towards registration of any gift deeds/partition deeds by or amongst the Owners till the date of the completion of the Project in all respect, the same shall be borne and paid by the concerned Owner or Owners by whom or in whose favour the same is being executed. The cost and expenses of executing any gift deed by the Developer on behalf of the





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Owner to any government and/or statutory body shall be borne by the Developer.

- 5.7.3 The cost and expenses paid by the Owners (if any) towards keeping the title of the Owners share and/or the Co-owners share in the said Property marketable shall be shared between the Owners in the following proportion:

(i)	(SM.) CHANDNI CHOUDHARY as executrix to the estate of late Pradeep Kumar Choudhary	21.875% share
(ii)	Pramod Kumar Choudhary	21.875% share
(iii)	Prabhat Kumar Chowdhary	21.875% share
(iv)	Amit Kumar Choudhary	21.875% share
(v)	Vinay Kumar Choudhary	03.15% share
(vi)	Vikash Choudhary	03.15% share
(vii)	Anil Kumar Chowdhury	06.20% share

## 6. **CONSTRUCTION AND DEVELOPMENT OF THE BUILDING COMPLEX BY THE DEVELOPER:**

- 6.1 **Survey & Soil Testing:** The Developer has at its own costs and expense carried out necessary survey and soil testing and shall be entitled to carry out other preparatory works in respect of the development of the said Property.

### 6.2 **Preparation and Sanction of Building Plan:**

- (a) The Developer has caused to be prepared from the Architects the plan for development of the said Property and construction of the New Buildings and have shared copy of the said plan with the Owners. While causing to be prepared the Building Plan from the Architects, the Developer has tried to utilize the maximum FAR (Floor Area Ratio) available on the said Property.



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- (b) The Developer has applied for the sanction plan from The Kolkata Municipal Corporation by making payment of the necessary sanction fees for development of the said Property and construction of the New Buildings and has obtained the Building Sanction Plan from the Kolkata Municipal Corporation .
- (c) The Developer shall be entitled to make such modifications, additions or alterations to the sanctioned Building Plan as approved by the Architects.
- (d) All costs, charges, fees and expenses that may be required for preparation and sanction of the Building Plan and/or modifications thereof shall be borne and paid by the Developer.

**6.3 Demolition of Existing Structures:** After the Owners with the co-operation of the Co-owner obtaining necessary certificate from the Competent Authority under the said ULC Act of 1976 as contemplated in clause 5.5 above, the Developer may demolish or may cause to be demolished the existing buildings and structures at the said Property progressively as the Owners vacate the said Property as mentioned in Clause 5.2 hereinabove. In case of demolition of the existing buildings and structures, all proceeds realized from the sale of debris after deducting therefrom the cost of demolition and removal thereof shall belong to the Owners.

**6.4 Approvals for Development:** Other than those necessary acts agreed to be complied by the Owners herein and in terms hereof for the purpose of development of the said Property, the Developer shall, at its own costs and expenses, apply for and obtain all other permissions, clearances, no objection certificates and other approvals in the name of the Owners, as may be required for carrying out development of the Building Complex.

**6.5 Ensure Continuing Marketability by Co-owner:** The Co-owner shall ensure that with effect from the date of its purchase of 33.30% share in the said Property it will keep its title to the extent of its share in the said Property marketable and free from all encumbrances and liabilities whatsoever till completion of the Project.

**6.6 Construction:** The Developer shall, at its own costs and expenses, construct and build the Building Complex (including the Common Areas and Installations) as per the Specifications decided by the Developer In



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consultation with the Architects upon due compliance of the Building Plan and laws affecting the same. The Developer shall have the option to construct the Project in two phases and/or obtain partial completion certificate in respect of the said Project.

- (a) The Developer shall be in the control, management and supervision of all construction and development activities at the said Property from the date hereof.
- (b) At all times during the construction of the Building Complex, the Owners and/or their authorized agents will be at liberty to view the progress thereof upon giving 48 hours prior notice in writing.

6.7 **Construction Team:** The Architects and the entire team of people required for planning and construction of the Building Complex shall be such persons as may be selected by the Developer. All persons employed/engaged by the Developer for the purpose of construction such as architects, contractors, engineers, labourers, care-takers, etc., shall be the persons under appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc., or their acts in any manner and shall have no responsibility towards them or any of them and all the responsibilities in that behalf shall be of the Developer.

- (a) The Developer hereby undertakes to keep the Owners indemnified against all third party claims, accidents, mishaps, actions arising out of any sort of act or omission of the Developer or its employed/engaged persons and/or construction team during the period of development of the said Property and construction of the New Buildings and for the period thereafter as prescribed under the laws.

6.8 **Utilities required for construction and use of the Building Complex:**

The Developer in its name and in the name of the Owners shall be entitled to apply for and obtain temporary and/or permanent connections of water, electricity, drainage, sewerage and/or other utilities inputs and facilities from the appropriate authorities required for development of the Building Complex, at its own cost. Without affecting its entitlement as aforesaid, the Developer shall be entitled to use the existing connections of water, electricity, drainage, sewerage and/or other utilities inputs and facilities at the said Property and costs for use of such existing utilities and facilities shall be a part of cost of



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development of the Building Complex and be borne and paid by the Developer.

- 6.10 **General Authority:** The Developer shall be authorized and empowered in the name of the Owners to apply for and obtain all permissions, approvals and clearances from any authority whether local, state or central for the construction of the Building Complex and also to sign and execute all plans, sketches, papers and applications and get the same submitted to and sanctioned by the appropriate authorities from time to time for making constructions, reconstructions, modifications, additions and/or alterations in or for the Building Complex or any portion thereof and/or for obtaining any utilities and permissions and/or doing all acts deeds and things in compliance of the Building Plan and laws affecting the same as they may be advised by its Architects or directed by the Kolkata Municipal Corporation or other authorities.
- 6.11 **Time for Completion of Construction:** Subject to Force Majeure (defined below) and the Owners complying with their obligations mentioned in Clause 5 hereinabove, the Developer shall construct the Project and obtain completion certificate/completion certificate within 84 (Eighty-Four) months from the date of execution of this Agreement with a grace period of further 06 (six) months. The Building Complex shall be deemed to complete upon the issuance of the completion certificate by the Architects and/or the Kolkata Municipal Corporation in respect thereof.
- (a) **"Force Majeure"** shall mean delays or obstruction or interference whatsoever in compliance of any obligation of the respective Party hereunder or arising out here-from, due to (i) acts of god (ii) acts of nature such as earthquake, storm, lightning, flood, calamity, epidemic, pandemic, etc. (iii) acts of war (iv) fire (v) insurrection (vi) terrorist action (vii) civil unrest, civil commotion, riots, political unrest, etc. (viii) non-availability of essential building materials or labour (ix) any notice, order of injunction, litigation, attachments, etc., (x) any injunctions/orders of any government, municipality and other authorities restraining the construction of the New Buildings at the said Property or any part thereof, (xi) any rule or notification of the government or any other public authority and (xii) any act of government such as change in legislation or enactment of new law or restrictive laws or regulations; or (xiii) any disruptions caused do to



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pandemic/epidemic/lockdown(xiv) any other activity or circumstance beyond the control of the Party in default.

## **7. MARKETING, PRICING, BROKERAGE AND SALE OF SALEABLE AREAS:**

**7.1 Marketing and Pricing:** The Owners agree to and do hereby appoint the Developer to be exclusively entitled to do or assign the marketing of the entire Saleable Areas in the Building Complex (including the Owners share therein) i.e. to say (i) advertise and publicize via all medias, put hoardings, print pamphlets/brochures, etc. for the Project, (ii) appoint consultants, marketing agents, brokers, selling agents for the Project and (iii) do all acts deeds and things required for the marketing of the Saleable Areas in the Building Complex to sell and transfer the same to Buyers. All marketing expenses for the Project shall be borne and paid by the Developer. The base-rate for sale of flats and other units comprised in the Saleable Areas shall be fixed by the Developer keeping in view the market-demand and market-prices in the vicinity.

**7.2 Brokerage:** The Parties have agreed that all brokerage payable to marketing agents for mediating sale of the Saleable Areas shall be exclusively borne and paid by the Developer and the Owners shall not be required to bear and pay the same or any part thereof.

**7.3 Transfer:** The sale and transfer of the Saleable Areas shall be carried out and conducted by the Developer on the following terms and conditions:

(i) **Bookings and Allotments:** The Developer shall be entitled to accept bookings and make allotments, in respect of any Unit, Parking Space or other Saleable Areas in favour of any Buyer on such terms and conditions as it may deem fit and proper and to cancel revoke or withdraw the same if the situation so warrants according to the Developer.

(ii) **Scheme of Sale and Transfer:** The proportionate share in the land of the said Property attributable to the concerned Saleable Areas shall be conveyed by the Owners as well as the Co-owner and the built-up/constructed areas and car parking spaces and the properties appurtenant thereto shall be sold conveyed and transferred by the Developer.





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- (iii) **Sale and Transfer to be free from all encumbrances:** The sale of the Saleable Areas (including the land contained in the said Property or any share thereof as being property appurtenant to any Saleable Area) in favour of Buyers shall be free from encumbrances created made done or suffered by the Owners or the Co-owner/Developer and any claim, liability or encumbrance (not being any encumbrance created pursuant to any Buyer taking housing loan) if so found to be affecting such Saleable Area shall be promptly and diligently cleared by the Party responsible for the same.
  - (iv) **Documentation:** All agreements, contracts, deeds and other documents for sale and transfer of the Saleable Areas in the Building Complex shall be prepared and finalized by the Project Advocates.
- 7.4 If so required by the Owners, the Developer will send a list of all agreements for sale executed in respect of any portion of the Saleable Areas with any Buyer to the Owners for their record on quarterly basis, i.e. within the 15th day of the subsequent month for all agreements executed in the previous quarter.

## **8. PROJECT BANK ACCOUNT, REALIZATIONS AND ACCOUNTING:**

- 8.1 **Project Bank Account:** All Realizations being the sale proceeds, consideration, advances and other incomes received from the sale or otherwise transfer of the Saleable Areas or any part thereof or in any way relating to the Project (other than the Extras, Deposits and GST as mentioned in Clause 9 hereunder) shall be deposited in a specified bank account to be opened by such name as be decided by the Developer and operated by the Developer solely being the Project Bank Account.
- (a) All Buyers will be required to be notified about issuance of two separate cheques, one for the consideration for sale of the Unit with or without car parking space and another for Extras, Deposits and GST as mentioned in Clause 9 hereunder. All cheques and other instruments for the consideration shall be in the name of the said Project Bank Account for receiving payments of the Realizations relating to the Saleable Areas and all booking forms and agreements shall specify the requirement for payment of the Realizations by the Buyers in the name of the said Project Bank Account.



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- (b) All receipts issued by the Developer shall be deemed to have been issued by the Developer for self and on behalf of the Owners and shall be binding on the Owners and shall be a valid discharge to the persons making such payment. All Taxes Deducted at Source (TDS) by the Buyers shall be from the Developer's Account.
- (c) It has been agreed between the parties that the Developer shall provide the cumulative list of amounts received towards the realization in the Project Bank Account to the Owners on yearly basis along with the yearly distribution of realizations to be made as per clause 8.2 hereinbelow. The Developer shall ensure that the cumulative list of amounts received towards the realization in the Project Bank Account as and when provided are true and complete in all respects.

**8.2 Distribution of Realizations:** It is expressly agreed between the Parties that the Realizations shall be distributed between the Owners and the Developer in the following manner subject to force majeure:

- (i) 14% of the Realizations subject to deduction of tax at source, if applicable, towards the Owners Share of Gross Revenue shall be paid by the Developer and subject to the Threshold Amount of Rs.23,10,00,000/- to the Owners in their respective shares in which they own the Owners' Share in the said Property payable in the manner mentioned below:
  - (a) within 36 months from the date of execution of this Agreement, the Developer shall pay the Owners 14% of the Realizations subject to a maximum capping of Rs.3,00,00,000/- (Rupees One Crore Sixty lacs Only) subject to deduction of tax at source, if applicable, towards the Owners Share of Gross Revenue.
  - (b) within 48 months from the date of execution of this Agreement, the Developer shall further pay the Owners 14% of the realizations subject to a maximum capping of Rs.4,00,00,000/- (Rupees Four Crore Only) subject to deduction of tax at source, if applicable, towards the Owners Share of Gross Revenue.
  - (c) within 60 months from the date of execution of this Agreement, the Developer shall further pay the Owners 14% of the realizations subject to a maximum capping of Rs.4,00,00,000/- (Rupees Four



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Crore Only) subject to deduction of tax at source, if applicable, towards the Owners Share of Gross Revenue.

(d) within 72 months from the date of execution of this Agreement, the Developer shall further pay the Owners 14% of the realizations subject to a maximum capping of Rs.4,00,00,000/- (Rupees Four Crore Only) subject to deduction of tax at source, if applicable, towards the Owners Share of Gross Revenue.

(e) within 84 months from the date of execution of this Agreement, the Developer shall further pay the Owners 14% of the realizations subject to a maximum capping of Rs.5,00,00,000/- (Rupees Five Crore Only) subject to deduction of tax at source, if applicable, towards the Owners Share of Gross Revenue PROVIDED THAT the Owners refund the security deposit amount of Rs.4,50,00,000/- to the Developer AND IF the Owners fail to refund such deposit to the Developer, such deposit shall be deemed to have been paid by the Developer to the Owners towards Owners Share of Gross Revenue and the Developer shall deposit applicable TDS thereon to the credit of the Owners.

(f) The balance sum of Rs.3,10,00,000/- (Rupees Three Crore Ten Lacs) shall be paid by the Developer within 270 days of obtaining the completion certificate from the Kolkata Municipal Corporation or upon execution of Deed of Conveyances for 2/3<sup>rd</sup> Saleable Areas in the Project whichever is earlier.

(ii) Remaining Realizations shall belong to the Developer towards the Developer's Share of Gross Revenue (which includes the entitlement of the Co-owner to receive 33.3% share towards its share in the land contained in the said Property).

8.2.1 All Extras, Deposits and GST charged to the Buyers shall be paid to and received by the Developer only in the manner mentioned in Clause 9 hereunder and the Developer shall deposit the same in its own bank account and not in the Project Bank Account.

8.2.2 Notwithstanding anything elsewhere to the contrary contained in this agreement, it is expressly agreed between the Parties hereto:



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- (i) That the maximum amount payable to the Owners towards the Owners' 14% Share of Gross Revenue out of the Realizations shall be a sum of Rs.23,10,00,000/- (Rupees Twenty-Three Crore Ten Lacs Only) and once such threshold is reached, all Realizations thereafter shall belong exclusively to the Developer.
- (ii) That within 270 days of grant of completion/occupancy certificate in respect of the entire Project by the Kolkata Municipal Corporation, the Developer shall pay the shortfall of the Threshold Amount towards the Owners' Share of Gross Revenue to the Owners after obtaining the refund of the interest free security deposit of Rs.4.5 crore from the Owners AND upon payment of such shortfall the Owners shall not be entitled to any portion of the Realizations or Unsold Areas in the Project.
- (iii) In the event the Owners become eligible to receive a sum of Rs.15 crore (Rupees Fifteen crore only) prior to obtaining of the completion certificate in respect of the entire Project, the Developer shall be entitled to withhold a sum of Rs.3,10,00,000/- (Rupees Three Crore Ten Lacs Only) out of the remaining Owners' Share of Gross Revenue till the refund of the security deposit and shall make payment of the said amount within 270 days of obtaining the completion certificate. Upon receipt of the entire Threshold Amount, the Owners shall, if so required by the Developer, execute one or more new power of attorney in favour of the Developer or its nominees for or relating to sell, convey and/or transfer the Unsold/Saleable Areas or any property benefit or right appurtenant thereto and other similar purposes as may be required by the Developer.

8.3 **Accounting:** The Developer shall not be required to intimate the Owners about the total Realization amount made from the sale of the Saleable Areas of the Project.

8.4 **Indemnity:** Pending the reconciliation and remittance in terms of Clause 8.2 from the Developer to the Owners for every individual yearly period, the Developer shall indemnify the Owners jointly and severally in respect of any disputes, claims loss, interest, liability, penalty, judgements or awards from any persons, authorities or Courts/Tribunals in relation to or arising out of any bookings made or amounts received by the Developer from the Buyers.



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## 9. **EXTRAS, DEPOSITS AND GST:**

- 9.1 **Extras:** In addition to the price of Units comprised in the Saleable Areas, the Developer shall be entitled to charge from the Buyers of the Saleable Areas in the Building Complex certain expenses concerning the Project mentioned under the heading 'Extras' in the **SECOND SCHEDULE** hereunder written.
- 9.2 **Deposits:** The Developer shall also be entitled to take deposits on certain heads to secure the obligations and liabilities of the Buyers mentioned under the heading "Deposits" in the **SECOND SCHEDULE** hereunder written.
- 9.3 **GST:** The Goods and Services Tax ('GST') charged to and received from the Buyers shall be transferred in a separate bank account to be operated by the Developer to meet the payments on account of GST. In case any other tax, levy or imposition by any name called is introduced or becomes chargeable to and received from the Buyers in addition to GST then the same shall also be transferred to such separate account. The Developer shall make timely payment of GST and other taxes collected from the Buyers to the concerned authority and keep the Owners indemnified against any claims in this regards.
- 9.4 It is expressly agreed between the Parties that any amount received from the Buyers on account of Extras, Deposits and GST shall be appropriated exclusively by the Developer to its own account in its entirety and the Developer shall account for the same separately and not route such amounts from or keep such amounts in the Project Bank Account. Upon completion of construction of the Building Complex and formation of the association of the Buyers, the Developer shall transfer the refundable deposits lying with it to such association of the Buyers after appropriation if any.

## 10. **UNSOLD AREAS:**

- 10.1 Subject to and conditional upon the Developer making payment of the Threshold Amount guaranteed by the Developer to the Owners in terms of clause 8.2.2(i) and (iii) along with the late payment charges, if any, in terms of clause 15 above, all Saleable Areas in respect of which no bookings and/or agreement for sale/transfer are made even upon completion of construction of the New Buildings at the said Property and issuance of the completion/occupancy certificate by the Kolkata Municipal Corporation (herein defined and referred to as "**Unsold Areas**") shall belong to the Developer exclusively.





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- 10.2 It is clarified that the Owners shall not be liable to pay any portion of the Extras and Deposits mentioned in clauses 9.1 and 9.2 above or the maintenance charges or other outgoings in respect of the Saleable Areas in the Project including the Unsold Areas.
- 10.3 With regard to the Unsold Areas, the Parties have agreed that:
- (a) the Developer shall be entitled to sell and transfer the Unsold Areas independently to Buyers at such consideration and on such terms and conditions as it may deem fit and proper without any obstruction or consent of the Owners.
  - (b) The Owners shall join in the agreements, sale deeds and other documents of transfer that may be executed by the Developer relating to the Unsold Areas thereby conveying or agreeing to convey the proportionate undivided share in the land comprised in the said Property attributable thereto.
  - (c) the Owners shall execute and/or register one or more irrevocable power of attorney in favour of the Developer and/or its nominee for or relating to sale, conveyance and/or transfer of the Unsold Areas or any property benefit or right appurtenant thereto and other similar purposes as may be required by the Developer.

#### **11. POWERS OF ATTORNEY:**

- 11.1 The Owner Nos.1, 2, 3, 4 and 7 and the Confirming Party hereto have already executed a Power of Attorney dated 27<sup>th</sup> January 2023 and registered with the District Sub-Registrar-III, South 24 Parganas in Book IV, Volume No.1603-2023, Pages 1227 to 1252, Being No.160300055 for the year 2023, with regard to, inter-alia, development of the Project and sale of the Saleable Areas, in favour of three nominees of the Developer and the same are fully valid and shall continue to be fully valid and subsisting in respect of their respective share in the said Property and the Saleable Areas till the completion of sale of the entirety of the Project.
- 11.2 The Owner Nos. 2, 3, 4 and 7 and the Confirming Party hereto have also executed another Power of Attorney dated 27<sup>th</sup> January 2023 and registered with the District Sub-Registrar-III, South 24 Parganas in Book 1, Volume No.1603-2023, Pages 62028 to 62049, Being No.160301373 for the year



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2023, with regard to, inter-alia, sanction of building plans and construction of new buildings at the Larger Property, in favour of three nominees of the Developer and the same are fully valid and shall continue to be fully valid and subsisting in respect of their respective share in the Larger Property and the Saleable Areas till the completion of sale of the entirety of the Project.

- 11.3 The Owner Nos.5 and 6, shall simultaneously with the execution hereof or at the request of the Developer execute and/or register one or more Powers of Attorney in favour of the Co-owner/Developer and/or its nominated persons namely (i) Mr. Indra Chand Gupta (having PAN ACVPG2719H) son of Late Basant Lal Chowdhury, (ii) Mr. Sushil Kumar Agarwal (having PAN AGQPA1323C) son of Mr. Indra Chand Gupta and (iii) Mr. Kanhaiya Agarwal (having PAN AHQPA9551M) son of Mr. Kailash Chandra Gupta, all three working for gain at 8 Camac Street, Shantiniketan Building, Suite No.908, P.O. Circus Avenue, P.S. Shakespeare Sarani, Kolkata- 700017 (jointly and/or severally) granting all necessary powers and authorities to implement and effectuate this agreement and any other agreements entered between the Parties in connection with development and commercial exploitation of the Project including for the development of the Building Complex and commercial exploitation of the Saleable Areas, sanction modification and/or alteration of the Building Plan, construction of the Building Complex, booking and entering into agreement for sale, supplemental agreements, cancellation of agreements, deed of conveyance conveying proportionate share in the land comprised in the said Property and such Owners' right title and interest of and in the said Property and/or any other documents for the sale of the Saleable Areas, etc. in favour of Buyers and to appear on behalf of such Owners before the concerned authorities to get the same registered.

- (a) In this regard it is clarified that powers of attorney executed by the Owners in favour of the Developer's nominated persons for execution and registration of the deed of conveyance of proportionate share in the Owners' share in the land comprised in the said Property shall not be exercised by the Developer or its nominees without first making payment of a sum of Rs.13 crore (Rupees thirteen crore only) out of the Owners' Share of Gross Revenue to the Owners in terms of clause 8.2.2(i) and (iii) above. Upon making payment of Rs.13 crore (Rupees thirteen crore only) out of the Owners' Share of Gross Revenue to the Owners, the Developer's nominated persons shall be entitled to



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execute and register deed of conveyance of two-third Saleable Areas in the Project with or without the proportionate undivided share in the land comprised in the said Property appurtenant thereto and upon making payment of the entire Threshold Amount, the Developer's nominated persons shall be entitled to execute and register deed of conveyance of the remaining one-third Saleable Areas in the Project with or without the proportionate undivided share in the land comprised in the said Property appurtenant thereto.

11.4 The Owners confirm and accept that inasmuch as all such powers of attorneys to be granted by it to the Developer and/or its nominees as aforesaid are coupled with interest of the Developer in the said Property and the New Buildings to be constructed thereon and to fulfill the obligations as contained herein by the Developer, the powers of attorney shall be binding on all the heirs executors administrators and legal representatives of the Owners and none of the Owners shall be entitled to nor shall revoke or cancel the same until this Agreement is fully implemented and effectuated and the entire saleable areas are conveyed to the prospecting buyers.

11.5 It is further understood that to facilitate the construction of the Building Complex by the Developer 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 from time to time relating to which specific provisions may not have been mentioned herein and for that the Owners hereby agree to do all such acts, deeds, matters and things and execute such application papers and such further/additional Power of Attorney and/or authorization as may be required by the Developer.

11.6 While exercising the powers and authorities under the power or powers of attorney granted or to be granted by the Owners in terms hereof, the Developer shall ensure that no civil, criminal or financial obligation is imposed or subjected upon the Owners and the Developer shall not do any act, deed, matter or thing which would in any way infringe the rights of the Owners and/or go against the spirit of this Agreement or whereby the Owners suffer any loss or damage and the Developer shall keep the Owners fully saved harmless and indemnified from any loss damage action claim demand or proceeding arising thereby.



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## **12. COMMON PURPOSES:**

- 12.1 As a matter of necessity the Developer and all Buyers deriving right title or interest from them shall in occupying, using and enjoying their respective areas would be bound and obliged to observe fulfill and perform the rules regulations obligations covenants and restrictions from time to time be put in force by the Developer for the quiet and peaceful use enjoyment and management of the Building Complex and in particular the Common Areas and Installation and to pay, regularly and punctually, municipal and other rates and taxes, water tax, electricity charges, and all other taxes, impositions, levies, fees, cess, betterment fees or development charges, statutory liabilities under any statute rules and regulations and other outgoings whether existing or as may be imposed or levied or enhanced at any time in future on or in respect of their respective areas in the Building Complex and also to pay proportionate share of the common expenses and monthly maintenance charges, generator operation charges etc., at such rate as be determined by the Developer for the Building Complex.
- 12.2 The Developer shall form one or more Associations of the Buyers who have purchased residential Units and commercial Units in the Building Complex for the operation maintenance and management of the Common Areas and Installations and rendition of common services in common to all the Owners and occupiers thereof and dealing with matters of Common Purposes and until such time such association is formed, the Developer or its nominee shall look after such activities.

## **13. OWNERS' COVENANTS:**

- 13.1 The Owners do hereby agree and covenant with the Developer to render all assistance and co-operation to the Developer for all or any of the purposes contained in this agreement and not to cause any interference or hindrance in the construction of the Building Complex at the said Property by the Developer and/or sale of the Saleable Areas in terms hereof and not to do any act deed or thing whereby any right of the Developer hereunder may be affected or the Developer is prevented from making or proceeding with the Project.
- 13.2 The Owners do hereby further agree and covenant with the Developer not to let out, grant lease/license, mortgage, charge, sell, transfer, alienate or otherwise encumber or part with possession of or create any interest of a third



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party into or upon the said Property or any part or portion thereof or any construction thereon as from the date hereof save only in accordance with the terms and conditions hereof.

**14. OTHER OBLIGATIONS OF THE DEVELOPER:**

14.1 The Developer agrees, covenants and undertakes to carry out the construction and completion of the Project at its own costs expenses risks and liability and without in any manner affecting the right, title and interest of the Owners into and/or upon the said Property and to also comply with the following:

- (a) obtain registration under and compliance of all the provisions of Real Estate (Regulation and Development) Act, 2016 ("RERA") and any other laws applicable to the Project and shall keep the Owners fully saved harmless and indemnified from any kind of violations or defaults thereof;
- (b) maintain proper security of the said Property and also the goods, articles, equipments etc. lying thereat with effect from the date the Owners granting license to the Developer to undertake the Project in terms hereof;
- (c) contribute entire cost of construction of the Building Complex including for its 33.30% share in the land contained in the said Property and construct its 33.30% share in the Building Complex along with that of the Owners.

**15. DEFAULTS:**

15.1 In case of delay in payment of the guaranteed amounts or Threshold Amount guaranteed by the Developer to the Owners under clause 8.2, 8.2.2 and their sub-clauses above, the Developer shall pay interest on the amounts in default @12% per annum to the Owners, compoundable annually.

15.2 In spite of the Developer having failed and/or neglected to complete the construction of the New Buildings and obtain the completion certificate from the Kolkata Municipal Corporation in respect thereof within the period (including the grace period) stipulated in Clause 6.10 hereinabove, the Developer shall continue to be liable to pay the shortfall of the Threshold Amount guaranteed to be paid by the Developer to the Owners under clause





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8.2.2(i) and (iii) above with interest if applicable as per clause 15.1 above and shall also be liable for all claims and demands of the Buyers.

- (a) In this regard, it is clarified and agreed between the Parties that in case the Developer fails and/or neglects to complete the construction of the New Buildings and obtain the completion certificate from the Kolkata Municipal Corporation in respect thereof within the period (including the grace period) stipulated in Clause 6.10 hereinabove OR in case the Developer fails and/or neglects to pay the shortfall of the Threshold Amount guaranteed by the Developer to the Owners under clause 8.2.2(i) above, then and in such event all Realizations made from the Project after the date of such default which can be withdrawn by the Developer as per the applicable laws including the threshold prevailing at such time under RERA shall belong to and shall be paid to the Owners and the Developer shall not be entitled to retain or use any part or share of the Realizations until the Owners are paid by the Developer the shortfall of the Threshold Amount guaranteed under clause 8.2.2(i) above along with interest, if any, out of the Realizations or out of its own other sources.
- 15.3 In the event the Developer is in default of payment of two consecutive minimum guaranteed amounts or the Threshold Amount in full within the prescribed time and the same is not cured within 30 (thirty) additional days of being so notified in writing by the Owners or any of them, then and in such event, all available and future Realizations from the Buyers which can be withdrawn by the Developer as per the applicable laws including the threshold prevailing at such time under RERA shall be first paid to the Owners to clear their dues with applicable interest until the same is paid in full to the Owners and the Developer shall not be entitled to use the same for the Project or otherwise.
- 15.4 In case the Developer is wound-up, liquidated, declared insolvent or bankrupt, the Owners shall be entitled to terminate the contract envisaged herein and either Party shall be entitled to refer the matter for arbitration and seek relief and damages against the other in accordance with law before the arbitral tribunal.
- 15.5 Save for the reasons mentioned in clause 15.4 above, it is expressly agreed between the Parties that neither the Owners nor the Developer shall be



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entitled to cancel or rescind this contract under any circumstances whatsoever.

- 15.6 The Parties have expressly agreed that neither Party shall be entitled to claim losses from the other Party on account of loss of business, anticipated loss of profits, loss of goodwill, etc.
- 15.7 Nothing contained hereinabove shall affect the right of either party to sue the other for specific performance of this contract and/or damages.

**16. INDEMNITY:**

- 16.1 Both the Parties shall indemnify and keep the other party fully saved harmless and indemnified of and from all or any loss damage cost claim demand action prosecution penalty or proceeding that they or any of them may suffer or incur owing to any default or negligence of the other in carrying out their respective obligations in terms of this Agreement.

**17. MISCELLANEOUS:**

- 17.1 All municipal rates taxes, khajana and other outgoings payable in respect of the said Property from the date of sanction of the Building Plan till the date of issuance of the completion certificate for the Building Complex, shall be borne and paid by the Developer. With effect from the date of completion certificate being issued in respect of the Building Complex, the Developer or the Buyers, as the case may be, shall bear all such municipal rates taxes and other outgoings in respect of their share in the Project.
- 17.2 The Buyers shall be entitled to take housing loans from any Banks or Financial Institutions for the purpose of payment of the price/consideration, extras and deposits and/or stamp duty, registration fees etc. payable by them in respect of their respective Saleable Areas.
- 17.3 The Owners do hereby agree and confirm that, after the Developer obtains sanction of the Building Plan by making payment of the sanction fees, the Developer shall be entitled to obtain construction loan/finance from banks and/or the financial institutions as may be required by the Developer in respect of and exclusively for the Project by mortgaging and charging not more than 86% of the Saleable Areas and obtain loan/finance up to Rs.70 crore. The finance so raised by the Developer shall be exclusively used for the Project only and not otherwise. The Owners shall extend necessary



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cooperation to the Developer for obtaining such construction finance and deposit the original title deeds of the said Property if so required by the bank or financial institution PROVIDED THAT the loan amount shall not exceed Rs.70 crore and the Owners shall not be nor be made liable for repayment of the loans or any consequence of default in such repayment.

- (a) In case owing to any loans or finances obtained by the Developer as aforesaid, the Owners or any of them suffer any losses damages actions claims demand or proceedings due to any non-repayment, delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of such loan or liability whatsoever, the Developer shall indemnify and keep the Owners fully saved harmless and indemnified in respect thereof.
- 17.4 In case any additional area beyond what has been sanctioned for the said Building Plan can be constructed at the said Property or any part thereof, due to changes in any law, rules, regulations or bye-laws or otherwise, the Gross Revenue realized from sale and transfer of such additional construction and all appertaining right title and interest therein and in the said Property shall accrue to and belong to the Owners and the Developer in the same Gross Revenue Sharing Ratio mentioned above and such additional construction shall be developed on the same principles herein contained PROVIDED THAT even in case of sanction of additional area as mentioned in this clause or under any other circumstance, the total amount of revenue receivable by the Owners from the Project shall not exceed the Threshold Amount of Rs.23,10,00,000/- (Rupees Twenty Three Crore Ten Lacs Only) as mentioned in clause 8.2.2 herein above. In this regard, it is reiterated that all fees costs and expenses for sanction and construction of such additional area beyond what is sanctioned under the said Building Plan shall be borne and paid by the Developer alone.
- 17.5 The carpet area, built-up area and super built-up area of all the units in the Building Complex, shall be such as be determined by the Architects.
- 17.6 The name of the New Building shall be decided by the Developer.
- 17.7 The Owners hereby undertake that without prior written permission of the Developer, the Owners shall not be entitled in any manner to assign and/or transfer this Development Agreement and/or rights under this Agreement and/or their respective share right title interest and possession in the said



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Property to any one whosoever. Likewise, the Developer hereby undertakes that without prior written permission of the Owners, the Developer shall not be entitled in any manner to assign and/or transfer this Development Agreement and/or rights under this Agreement to any one whosoever, however the Developer shall be entitled to get investors and/or co-developer for development of the said Property on such terms as may be decided by the Developer but are not contradictory to the clauses in this Agreement and without affecting or diluting the rights and interest of the Owners under this Agreement.

- 17.8 Each party represents and warrants that it has the full right and authority to enter into this Agreement. Each party represents and warrants that it has and covenants that it shall continue to have full right and authority to perform its obligations hereunder. The signatories of each party represent and warrant that they have full right and authority to execute this Agreement on behalf of each such party.
- 17.9 If any of the provisions of this Agreement is held or found to be unenforceable, illegal or void, all other provisions will nevertheless continue to remain in full force and effect. The parties shall nevertheless be bound to negotiate and settle a further provision to this Agreement in place of the provision which is held or found to be unenforceable, illegal or void, to give effect to the original intention of the parties and which would be enforceable, legal and valid.
- 17.10 The failure of either party to insist upon performance of any of the terms or provisions of the Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for exercise of such term, provision, option, right or remedy in future, and the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.
- 17.11 This instrument constitutes the entire agreement between the parties as to the said Property and/or the subject matter hereof and supersedes all previous writings, if any, with respect thereto including the said Development Agreement dated 1<sup>st</sup> December 2020.
- 17.12 No modification or amendment to this Agreement shall be valid or binding unless made in writing and duly executed by the Parties.



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17.13 Be it noted that by this development agreement and the related power of attorney, the Developer shall only be entitled to receive consideration money by executing agreement/final document for transfer of property as per provisions laid down in the said documents as a Developer without getting any ownership of any part (other than that already purchased by the Developer) under schedule. This development agreement and the related power of attorney shall never be treated as the agreement/final document for transfer of property between the Owner and the Developer in any way. This clause shall have overriding effect to anything written in these documents in contrary to this clause.

17.14 This Agreement has been executed in two counterparts, each of which shall be deemed to be an original and both counterparts shall together constitute one and the same instrument.

#### **18. NOTICE AND AUTHORITY:**

18.1 Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand with acknowledgement receipt or sent by email/registered post/speed post with acknowledgment due at the address of the other party mentioned below or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post/speed post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

##### Address and Email for communication to the Owners

Postal Address	Flat No.C-204, Nagar Residency, Gurunanak Path, Malviyanagar, Police Station - Malviyanagar, Post Office Malviyanagar, Jaipur-302017
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Email	pkch.275@gmail.com
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##### Address and Email for communication to the Developer

Postal Address	8 Camac Street, Shantiniketan Building, Suite No.908, P.O. Circus Avenue,
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P.S. Shakespeare Sarani  
Kolkata-700017

help.skdj@gmail.com

Email:

- 18.2 For convenience amongst the Owners, it has been agreed that Sm. Usha Choudhary and/or Mr. Pramod Choudhary and/or Mr. Amit Kumar Choudhary and/or their nominees shall be deemed to be the authorized representative for and on behalf of all the Owners for all purposes connected with the Project and that Mr. I.C. Gupta and/or Mr. Kailash Chand Agarwal and/or Mr. Sushil Kumar Agarwal and/or Mr. Kanhaiya Agarwal and/or their nominees shall be deemed to be the authorized representative for and on behalf of the Developer for all purposes connected with the Project. All decisions taken by Ms. Usha Choudhary and/or Mr. Pramod Choudhary and/or Mr. Amit Kumar Choudhary and/or their nominees with regard to the Project shall be final and binding on all the Owners.
19. **RELATION ESTABLISHED:** The only relationship between the Owners and the Co-owner/ Developer intended to be created by this Agreement is that of development of the said Property in terms hereof and both being independent entities and neither party shall be considered to be or shall represent themselves/itself to be an agent, employee, partner of the other and at the time of executing this Agreement there is no intention amongst the parties to form any partnership, club, body, group or association of persons or joint venture or any similar collective entity, and nor shall either party transact any business in the name of the other or on the other's behalf or in any manner make any promises, representations or warranties or incur any liability, direct or indirect, contingent or fixed, for or on behalf of the other party, except to the extent and in accordance with the terms and conditions mentioned herein.
20. **ADJUDICATION OF DISPUTES:** In the event of any disputes or differences between the Parties hereto concerning or arising out of this Agreement or in any way connected with the Project, the Parties shall try to resolve the same amicably through mutual discussions, negotiations, mediation by common friends, and in case they fail to resolve the same within 30 days, the Parties may refer the disputes to a sole arbitrator who shall be an eminent and knowledgeable person like a retired Judge or Senior Advocate of Calcutta High



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Court. Any process of arbitration shall be conducted under the Arbitration and Conciliation Act, 1996, as amended from time to time. The decision of the Arbitral Tribunal, as the case may be, shall be final and binding on both Parties. The arbitration shall be held at Kolkata and in English language. The Arbitrator will be at liberty to give interim orders and/or directions.

21. **JURISDICTION:** Only the Hon'ble High Court at Calcutta and the Courts having territorial jurisdiction over the said Property shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**  
**(Said Property)**

**All That** the messuages tenements hereditaments dwelling house sheds and structures together with the piece or parcel of land or ground thereunto belonging and appertaining thereto situate and lying at and being Premises No. 125, Buroshibtalla Main Road, Kolkata containing an aggregate area of 145 Cottahs 02 Chittacks 15 Square feet more or less (which property prior to the gift made to KMC formed the said Property consisting an area of 154 Cottahs 03 Chittacks 24 Square feet more or less and was formerly comprising of twelve premises Nos. 124, 125, 126, 127, 127A, 128, 129, 130, 131A, 131B, 131C and 131D, Buroshibtalla Main Road and the common passages meant for the use and enjoyment of the said separate premises), Kolkata-700038, Police Station - Behala, Post Office Sahapur, within Ward No.117 of the South Suburban Unit of the Kolkata Municipal Corporation (comprised in R.S./L.R. Dag Nos. 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 746(P) and 747 recorded in R.S. Khatian Nos. 715, 17, 422, 26, 27 and 5 now L.R. Khatian Nos. 1942, 1943, 1944, 1945, 1946, 1947, 1948 and 1949 in Mouza Punja Sahapur) in the District - South 24-Parganas and shown in the plan annexed hereto duly bordered thereon in 'Red' and butted and bounded as follows:

On the <b>North</b>	:	By Malakar Para Road (formerly known as Gowalpara Lane);
On the <b>East</b>	:	By now or lately building of late Surya Paul and late Kailash Choudhary;



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- On the **South** : By now or lately each Rai Bahadur Road, building of Gagan Chatterjee and Mahadeb Paul's premises;
- On the **West** : By Buroshibtalla Main Road.

**Or Howsoever Otherwise** the same now are or is or heretofore were or was situated butted bounded called numbered described or distinguished.

**Be It Mentioned that** the said Property measuring 145 Cottahs 02 Chittacks 15 Square feet more or less is owned by the Owners and the Developer in the proportion 66.7% : 33.30% respectively, i.e. the Owners owning undivided 96.81 Cottahs more or less thereof and the Developer owning undivided 48.34 Square feet more or less thereof.

**Be It Further Mentioned that** the total built-up area of the dwelling house constructed more than 50 years ago at the said Premises is 13,500 Square feet more or less (each floor having a constructed area of 4,500 Square feet more or less) AND the total built up area of the other CI Sheds at the said Property is 6000 Square feet more or less.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**  
**(Extras and Deposits)**

**EXTRAS shall include:**

- (a) the full costs charges and expenses for making by the Developer any additions or alterations and/or for providing at the request of the Buyer any additional facility and/or utility in or relating to the any Unit or Saleable Areas in excess of the standard specifications agreed to be provided for the Project;
- (b) all costs charges and expenses for providing any facility or utility or for any installation or amenity, common or otherwise, in addition or up-gradation to those planned to be provided by the Developer.
- (c) fees, costs, charges and expenses (including service charges and like) for obtaining electricity connection and electricity line in or for the said Property (including HT or LT supply, Transformer, Switch gear, cable trench, Sub Station and the like) payable to electricity service provider for electric meter;



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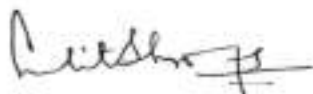
- (d) Security deposit and all additional amounts or increases thereof payable to the WBSEB Limited or other electricity service provider for electricity connection at the Building Complex.
- (e) fees, costs, charges and expenses for installing one or more generators and like other power backup apparatus and all their accessories for the building complex;
- (f) legal documentation charges;
- (g) Air Conditioning and/or Air Conditioning Ledge charges
- (h) Cost of formation of service maintenance company/society/association;
- (i) GST and like taxes on the aforesaid Extras;
- (i) Such other amounts as the Developer may charge as extra.

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

- (a) Deposit on account of maintenance charges, common expenses, municipal rates and taxes, etc.;
- (b) Deposit on account of Sinking Fund;
- (c) Such other amounts as the Developer may take as deposit.

**(Note:** The unadjusted Sinking Fund Amounts shall be transferred to the Association to be formed for the Common Purposes)

Drafted by me and approved by all the parties:



.....  
 Ankit Shroff, Advocate  
 C/o Pankaj Shroff & Co.,  
 Diamond Heritage, N611, 6th floor,  
 16 Strand Road, Kolkata - 700001  
 Enrolment No. F/66/2008  
 Calcutta High Court



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

**EXECUTED AND DELIVERED** by the abovenamed **OWNERS** at Kolkata.

  
Soumen Sarker

Chandni Choudhary  
Pranab Kumar Choudhary  
Prabhat Kumar Choudhary  
Anant Kumar Choudhary  
Anirban Choudhary  
Arit Kumar Choudhary

**EXECUTED AND DELIVERED** by the abovenamed **DEVELOPER** at Kolkata.

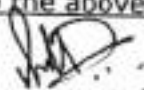
SKDJ Sky Height LLP  
  
Designated Partner

**EXECUTED AND DELIVERED** by the abovenamed **CONFIRMING PARTY** at Kolkata.

Usha Choudhary

Witnesses to the above executants:

1.

  
(SUSHANTA DUTTA)  
B, Camac Street  
KOL-17


2. Soumili Sarker  
16 Strand Road  
KOL-1

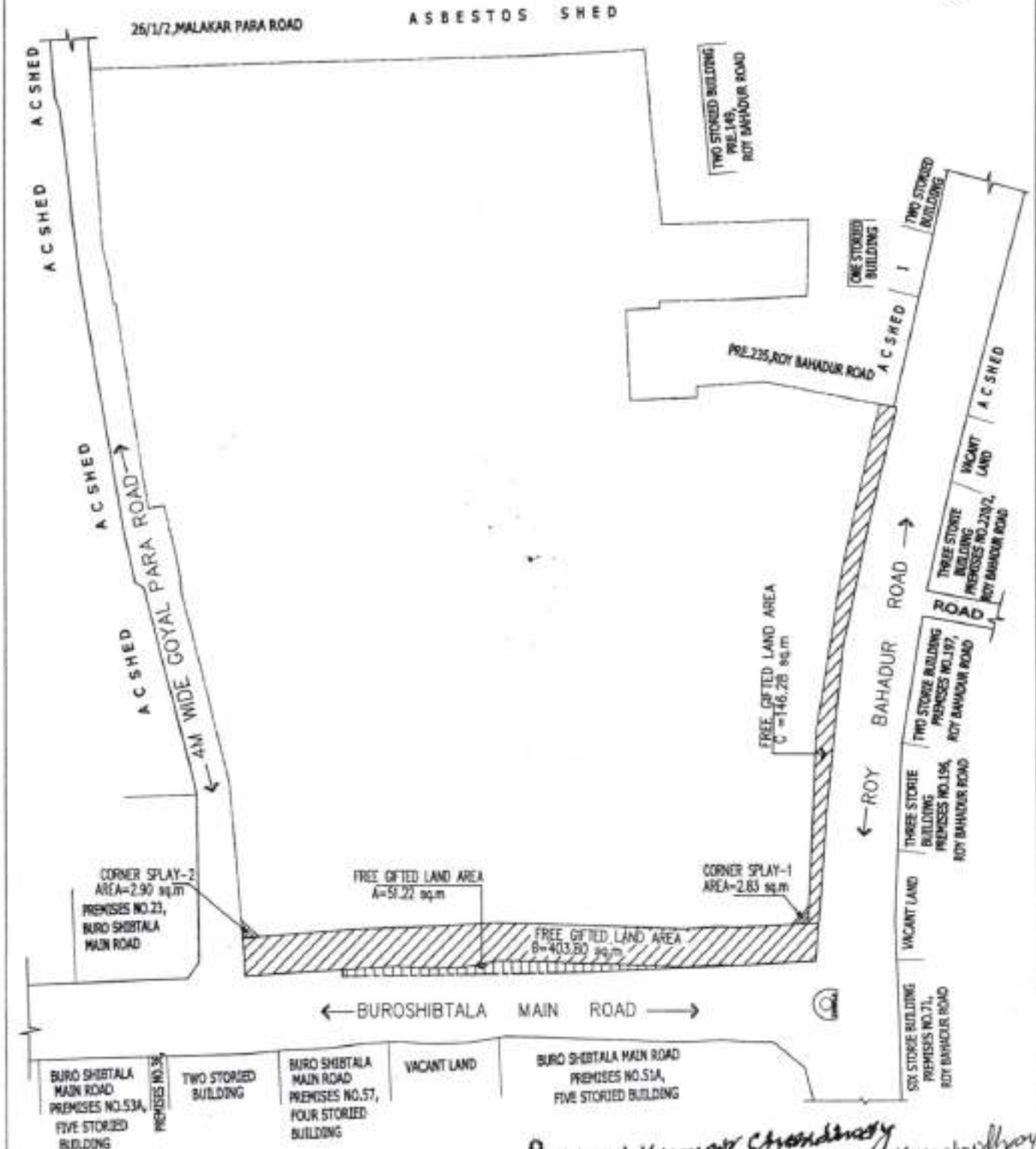




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SITE PLAN OF PREMISES NO. 125, BUROSHIBTALA MAIN ROAD,  
WARD NO.-117, BOROUGH NO.- XIII, KOLKATA - 700038.

1. LAND AREA BEFORE GIFT TO K.M.C. = 154K - 3CH - 24 SQ.FT.
2. LAND AREA GIFTED TO K.M.C. = 9K - 1CH - 9 SQ.FT. (MARKED BY )
3. LAND AREA AFTER GIFT TO K.M.C.= 145K - 2CH - 15 SQ.FT. (BORDER IN RED)



SKDJ Sky Height LLE












Designated Partner  
SIGNATURE OF DEVELOPER












Chandni Choudhary  
Pranav Kumar Choudhary  
Anirban Choudhary

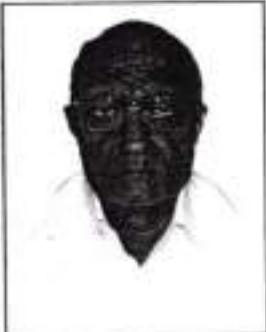










SIGNATURE OF OWNERS



DISTRICT SUB REGISTRAR-III  
SOUTH 24 PGS. ALIPORE  
16 SEP 2024

		<i>Finger prints of the above executant</i>				
 <p>Chandni Chavhan</p>						
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb	
						
	Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little	












		<i>Finger prints of the above executant</i>				
 <p>Prasad Kumar Choudhary</p>						
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb	
						
	Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little	












		<i>Finger prints of the above executant</i>				
 <p>Prabhat Kumar Choudhary</p>						
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb	
						
	Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little	













DISTRICT SUB-REGISTRAR-III  
SOUTH 24 PGS. ALIPORE  
16 SEP 2024















<i>Finger prints of the above executant</i>					
 <i>Chandhary</i>					
	Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little













<i>Finger prints of the above executant</i>					
 <i>J</i>					
	Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little


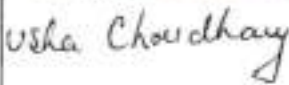










<i>Finger prints of the above executant</i>					
 <i>Anand Choudhary</i>					
	Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little



DISTRICT SUB REGISTRAR-III  
SOUTH 24 PGS. ALIPORE  
16 SEP 2024

<i>Finger prints of the above executant</i>					
 					
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little

<i>Finger prints of the above executant</i>					
 					
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little

<i>Finger prints of the above executant</i>					
 					
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little



DISTRICT SUB REGISTRAR-III  
SOUTH 24 PGS. ALIPORE  
16 SEP 2024



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



192024250166304208

GRN Details

GRN:	192024250166304208	Payment Mode:	SBI Epay
GRN Date:	15/08/2024 16:01:09	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	2450435405256	BRN Date:	15/08/2024 16:01:30
Gateway Ref ID:	5170501733	Method:	Punjab National Bank - Retail and Corporate NB
GRIPS Payment ID:	150820242016630419	Payment Init. Date:	15/08/2024 16:01:09
Payment Status:	Successful	Payment Ref. No:	2002195104/1/2024

[Query No\*/Query Year]

Depositor Details

Depositor's Name:	Mr Sushil Kumar Agarwal
Address:	8 Camac Street, Shantiniketan Building, Room No 908
Mobile:	9831547499
Email:	help.skdj@gmail.com
Period From (dd/mm/yyyy):	15/08/2024
Period To (dd/mm/yyyy):	15/08/2024
Payment Ref ID:	2002195104/1/2024
Dept Ref ID/DRN:	2002195104/1/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002195104/1/2024	Property Registration- Stamp duty	0030-02-103-003-02	75020
2	2002195104/1/2024	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				75041

IN WORDS: SEVENTY FIVE THOUSAND FORTY ONE ONLY.



### Major Information of the Deed

Deed No :	I-1603-15836/2024	Date of Registration	18/09/2024
Query No / Year	1603-2002195104/2024	Office where deed is registered	
Query Date	15/08/2024 8:54:53 AM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Pankaj Shroff And Company Diamond Heritage, N611, 16 Strand Road, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9062486917, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
	Rs. 26,53,28,478/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,120/- (Article:48(g))	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :



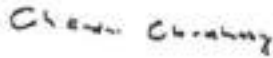


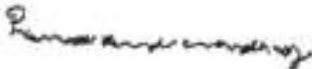



District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Bura Shibtala Main Road, Road Zone : (Premises Located on Road – ) , , Premises No: 125, , Ward No: 117 Pin Code : 700038

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS -)		Bastu	145 Katha 2 Chatak 15 Sq Ft		25,54,56,603/-	Property is on Road
Grand Total :				239.4906Dec	0 /-	2554,56,603 /-	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	13500 Sq Ft.	0/-	86,56,875/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 4500 Sq Ft., Residential Use, Tiles Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 4500 Sq Ft., Residential Use, Tiles Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 2, Area of floor : 4500 Sq Ft., Residential Use, Tiles Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete</p>					
S2	On Land L1	6000 Sq Ft.	0/-	12,15,000/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 6000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Tin Shed, Extent of Completion: Complete</p>					
Total :		19500 sq ft	0 /-	98,71,875 /-	




## Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Mrs CHANDNI CHOUDHARY</b> Wife of Mr Gaurav Choudhary Executed by: Self, Date of Execution: 16/08/2024 , Admitted by: Self, Date of Admission: 16/08/2024 ,Place : Office	<b>Photo</b> 	<b>Finger Print</b>  Captured	<b>Signature</b> 
	16/08/2024	LTI 16/08/2024	16/08/2024	
, 25 Buroshibtalla Main Road, City:- , P.O:- Sahapur, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700038 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: IndiaDate of Birth:XX-XX-1XX7 , PAN No.: APxxxxxx2B, Aadhaar No: 61xxxxxxxx8795, Status :Individual, Executed by: Self, Date of Execution: 16/08/2024 , Admitted by: Self, Date of Admission: 16/08/2024 ,Place : Office				
2	<b>Name</b> <b>Mr PRAMOD KUMAR CHOUDHARY</b> Son of Late Muralidhar Choudhary Executed by: Self, Date of Execution: 16/08/2024 , Admitted by: Self, Date of Admission: 28/08/2024 ,Place : Office	<b>Photo</b> 	<b>Finger Print</b>  Captured	<b>Signature</b> 
	28/08/2024	LTI 28/08/2024	28/08/2024	
, 25 Buroshibtalla Main Road, City:- , P.O:- Sahapur, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700038 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: IndiaDate of Birth:XX-XX-1XX5 , PAN No.: ACxxxxxx2E, Aadhaar No: 64xxxxxxxx9097, Status :Individual, Executed by: Self, Date of Execution: 16/08/2024 , Admitted by: Self, Date of Admission: 28/08/2024 ,Place : Office				
3	<b>Name</b> <b>Mr PRABHAT KUMAR CHOWDHARY</b> Son of Late Muralidhar Choudhary Executed by: Self, Date of Execution: 16/08/2024 , Admitted by: Self, Date of Admission: 16/08/2024 ,Place : Office	<b>Photo</b> 	<b>Finger Print</b>  Captured	<b>Signature</b> 
	16/08/2024	LTI 16/08/2024	16/08/2024	
, 25/1 Buroshibtalla Main Road, City:- , P.O:- Sahapur, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700038 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: IndiaDate of Birth:XX-XX-1XX9 , PAN No.: ASxxxxxx6E, Aadhaar No: 81xxxxxxxx8091, Status :Individual, Executed by: Self, Date of Execution: 16/08/2024 , Admitted by: Self, Date of Admission: 16/08/2024 ,Place : Office				



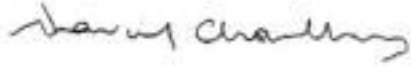


4	Name	Photo	Finger Print	Signature
	<b>Mr AMIT KUMAR CHOUDHARY</b> Son of Late Prakash Kumar Choudhary Executed by: Self, Date of Execution: 16/08/2024 , Admitted by: Self, Date of Admission: 28/08/2024 ,Place : Office	 28/08/2024	 Captured LT1 28/08/2024	 28/08/2024






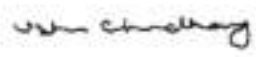
, Flat No.C-204, Nagar Residency, Gurunanak Path, Malviyanagar, City:- , P.O:- Malviyanagar, P.S:- MALVIA NAGAR, District:-Jaipur, Rajasthan, India, PIN:- 302017 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: IndiaDate of Birth:XX-XX-1XX3 , PAN No.:: AExxxxxx7K, Aadhaar No: 22xxxxxxxx3970, Status :Individual, Executed by: Self, Date of Execution: 16/08/2024 , Admitted by: Self, Date of Admission: 28/08/2024 ,Place : Office

5	Name	Photo	Finger Print	Signature
	<b>Mr DEVASHISH CHOUDHARY</b> Son of Mr Vinay Kumar Choudhary Executed by: Self, Date of Execution: 16/08/2024 , Admitted by: Self, Date of Admission: 18/09/2024 ,Place : Office	 18/09/2024	 Captured LT1 18/09/2024	 18/09/2024

, Auroshree, Plot Nos.13 And 14, Govind Vihar, Bomikhal,, City:- , P.O:- Rasulgarh, P.S:-LAXMI SAGAR, District:-Khordha, Orissa, India, PIN:- 751010 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: IndiaDate of Birth:XX-XX-1XX3 , PAN No.:: AAxxxxxx7L, Aadhaar No: 87xxxxxxxx2764, Status :Individual, Executed by: Self, Date of Execution: 16/08/2024 , Admitted by: Self, Date of Admission: 18/09/2024 ,Place : Office

6	Name	Photo	Finger Print	Signature
	<b>Mr ARAVIND CHOUDHARY</b> Son of Mr Vikash Choudhary Executed by: Self, Date of Execution: 16/08/2024 , Admitted by: Self, Date of Admission: 18/09/2024 ,Place : Office	 18/09/2024	 Captured LT1 18/09/2024	 18/09/2024

, Auroshree, Plot Nos.13 And 14, Govind Vihar, Bomikhal, City:- , P.O:- Rasulgarh, P.S:-LAXMI SAGAR, District:-Khordha, Orissa, India, PIN:- 751010 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: IndiaDate of Birth:XX-XX-1XX8 , PAN No.:: AIxxxxxx8E, Aadhaar No: 90xxxxxxxx6400, Status :Individual, Executed by: Self, Date of Execution: 16/08/2024 , Admitted by: Self, Date of Admission: 18/09/2024 ,Place : Office

7	<b>Name</b> <b>Mr ANIL KUMAR CHOWDHURY</b> Son of Late Narsingh Chowdhary Executed by: Self, Date of Execution: 16/08/2024 , Admitted by: Self, Date of Admission: 18/09/2024 ,Place : Office	<b>Photo</b>  18/09/2024	<b>Finger Print</b>  LTI 18/09/2024	<b>Signature</b>  18/09/2024
, Auroshree, Plot Nos.13 And 14, Govind Vihar, Bomikhal, City:- , P.O:- Rasulgarh, P.S:-LAXMI SAGAR, District:-Khordha, Orissa, India, PIN:- 751010 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: IndiaDate of Birth:XX-XX-1XX2 , PAN No.: AAxxxxxx5J, Aadhaar No: 70xxxxxxxx6633, Status :Individual, Executed by: Self, Date of Execution: 16/08/2024 , Admitted by: Self, Date of Admission: 18/09/2024 ,Place : Office				
8	<b>Name</b> <b>Mrs USHA CHOUDHARY</b> Wife of Late Pradeep Kumar Choudhary Executed by: Self, Date of Execution: 16/08/2024 , Admitted by: Self, Date of Admission: 16/08/2024 ,Place : Office	<b>Photo</b>  16/08/2024	<b>Finger Print</b>  LTI 16/08/2024	<b>Signature</b>  16/08/2024
, 25 Buroshibtalla Main Road, City:- , P.O:- Sahapur, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700038 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: IndiaDate of Birth:XX-XX-1XX7 , PAN No.: ACxxxxxx3E, Aadhaar No: 28xxxxxxxx1095, Status :Confirming Party, Executed by: Self, Date of Execution: 16/08/2024 , Admitted by: Self, Date of Admission: 16/08/2024 ,Place : Office				

#### Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<b>SKDJ SKY HEIGHT LLP</b> , 8, Camac Street, Shantiniketan Building, City:- , P.O:- Circus Avenue, P.S:-Shakespeare Sarani, District:- Kolkata, West Bengal, India, PIN:- 700017 Date of Incorporation:XX-XX-2XX5 , PAN No.: ACxxxxxx1R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative










#### Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<p>Mr Sushil Kumar Agarwal (Presentant ) Son of Mr Indra Chand Gupta Date of Execution - 16/08/2024, , Admitted by: Self, Date of Admission: 16/08/2024, Place of Admission of Execution: Office</p>		 Captured	
		Aug 16 2024 5:59PM	LTI 16/08/2024	16/08/2024



, 8 Camac Street, Shantiniketan Building, Suite No.908, City:- Kolkata, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, Date of Birth:XX-XX-1XX7 , PAN No.:: AGxxxxxx3C, Aadhaar No: 45xxxxxxxx9914 Status : Representative, Representative of : SKDJ SKY HEIGHT LLP (as PARTNER)

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Soumitra Sarkar</b> Son of Mr M C Sarkar DIAMOND HERITAGE, 16 STRAND ROAD, City:- Kolkata, P.O:- GPO, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001		 Captured	
	16/08/2024	16/08/2024	16/08/2024
Identifier Of Mrs CHANDNI CHOUDHARY, Mr PRAMOD KUMAR CHOUDHARY, Mr PRABHAT KUMAR CHOWDHARY, Mr AMIT KUMAR CHOUDHARY, Mr DEVASHISH CHOUDHARY, Mr ARAVIND CHOUDHARY, Mr ANIL KUMAR CHOWDHURY, Mrs USHA CHOUDHARY, Mr Sushil Kumar Agarwal			
<b>Mr SOUMITRA SARKAR</b> Son of Late MILAN CHANDRA SARKAR GOBINDAPUR, City:- , P.O:- DIARA, P.S:- Singur, District:-Hooghly, West Bengal, India, PIN:- 712223		 Captured	
	28/08/2024	28/08/2024	28/08/2024
Identifier Of Mr PRAMOD KUMAR CHOUDHARY, Mr AMIT KUMAR CHOUDHARY			
<b>Mr Susanta Dutta</b> Son of Mr Gopal Dutta 63, Baishali Park, City:- , P.O:- Garia, P.S:-Ballygunge Circular, District:-South 24-Parganas, West Bengal, India, PIN:- 700084		 Captured	
	18/09/2024	18/09/2024	18/09/2024
Identifier Of Mr DEVASHISH CHOUDHARY, Mr ARAVIND CHOUDHARY, Mr ANIL KUMAR CHOWDHURY			



**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mrs CHANDNI CHOUDHARY	SKDJ SKY HEIGHT LLP-58.7614 Dec
2	Mr PRAMOD KUMAR CHOUDHARY	SKDJ SKY HEIGHT LLP-49.3614 Dec
3	Mr PRABHAT KUMAR CHOWDHARY	SKDJ SKY HEIGHT LLP-51.5456 Dec
4	Mr AMIT KUMAR CHOUDHARY	SKDJ SKY HEIGHT LLP-49.9146 Dec
5	Mr DEVASHISH CHOUDHARY	SKDJ SKY HEIGHT LLP-7.53917 Dec
6	Mr ARAVIND CHOUDHARY	SKDJ SKY HEIGHT LLP-7.53917 Dec
7	Mr ANIL KUMAR CHOWDHURY	SKDJ SKY HEIGHT LLP-14.8293 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Mrs CHANDNI CHOUDHARY	SKDJ SKY HEIGHT LLP-1928.57142900 Sq Ft
2	Mr PRAMOD KUMAR CHOUDHARY	SKDJ SKY HEIGHT LLP-1928.57142900 Sq Ft
3	Mr PRABHAT KUMAR CHOWDHARY	SKDJ SKY HEIGHT LLP-1928.57142900 Sq Ft
4	Mr AMIT KUMAR CHOUDHARY	SKDJ SKY HEIGHT LLP-1928.57142900 Sq Ft
5	Mr DEVASHISH CHOUDHARY	SKDJ SKY HEIGHT LLP-1928.57142900 Sq Ft
6	Mr ARAVIND CHOUDHARY	SKDJ SKY HEIGHT LLP-1928.57142900 Sq Ft
7	Mr ANIL KUMAR CHOWDHURY	SKDJ SKY HEIGHT LLP-1928.57142900 Sq Ft

**Transfer of property for S2**

Sl.No	From	To. with area (Name-Area)
1	Mrs CHANDNI CHOUDHARY	SKDJ SKY HEIGHT LLP-857.14285700 Sq Ft
2	Mr PRAMOD KUMAR CHOUDHARY	SKDJ SKY HEIGHT LLP-857.14285700 Sq Ft
3	Mr PRABHAT KUMAR CHOWDHARY	SKDJ SKY HEIGHT LLP-857.14285700 Sq Ft
4	Mr AMIT KUMAR CHOUDHARY	SKDJ SKY HEIGHT LLP-857.14285700 Sq Ft
5	Mr DEVASHISH CHOUDHARY	SKDJ SKY HEIGHT LLP-857.14285700 Sq Ft
6	Mr ARAVIND CHOUDHARY	SKDJ SKY HEIGHT LLP-857.14285700 Sq Ft
7	Mr ANIL KUMAR CHOWDHURY	SKDJ SKY HEIGHT LLP-857.14285700 Sq Ft

**Endorsement For Deed Number : I - 160315836 / 2024**

**On 16-08-2024**

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

Presented for registration at 17:36 hrs on 16-08-2024, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr Sushil Kumar Agarwal ,.

**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 26,53,28,478/-

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

Execution is admitted on 16/08/2024 by 1. Mrs CHANDNI CHOUDHARY, Wife of Mr Gaurav Choudhary, , 25 Buroshibtalla Main Road, P.O: Sahapur, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by Profession Others, 2. Mr PRABHAT KUMAR CHOWDHARY, Son of Late Muralidhar Choudhary, , 25/1 Buroshibtalla Main Road, P.O: Sahapur, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by Profession Others, 3. Mrs USHA CHOUDHARY, Wife of Late Pradeep Kumar Choudhary, , 25 Buroshibtalla Main Road, P.O: Sahapur, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by Profession Others

Indetified by Mr Soumitra Sarkar, , Son of Mr M C Sarkar, DIAMOND HERITAGE, 16 STRAND ROAD, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

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

Execution is admitted on 16-08-2024 by Mr Sushil Kumar Agarwal, PARTNER, SKDJ SKY HEIGHT LLP, , 8, Camac Street, Shantiniketan Building, City:- , P.O:- Circus Avenue, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017

Indetified by Mr Soumitra Sarkar, , Son of Mr M C Sarkar, DIAMOND HERITAGE, 16 STRAND ROAD, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession 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 15/08/2024 4:01PM with Govt. Ref. No: 192024250166304208 on 15-08-2024, Amount Rs: 21/-, Bank: SBI EPay ( SBlePay), Ref. No. 2450435405256 on 15-08-2024, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 75,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 113666, Amount: Rs.100.00/-, Date of Purchase: 08/08/2024, Vendor name: S DEY

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 15/08/2024 4:01PM with Govt. Ref. No: 192024250166304208 on 15-08-2024, Amount Rs: 75,020/-, Bank: SBI EPay ( SBlePay), Ref. No. 2450435405256 on 15-08-2024, Head of Account 0030-02-103-003-02



**Debasish Dhar**

**DISTRICT SUB-REGISTRAR**

**OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS**

**South 24-Parganas, West Bengal**



On 28-08-2024

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

Execution is admitted on 28/08/2024 by 1. Mr PRAMOD KUMAR CHOUDHARY, Son of Late Muralidhar Choudhary, , 25 Buroshiballa Main Road, P.O: Sahapur, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by Profession Others, 2. Mr AMIT KUMAR CHOUDHARY, Son of Late Prakash Kumar Choudhary, , Flat No.C-204, Nagar Residency, Gurunanak Path, Malviyanagar, P.O: Malviyanagar, Thana: MALVIA NAGAR, , Jaipur, RAJASTHAN, India, PIN - 302017, by caste Hindu, by Profession Others

Indetified by Mr SOUMITRA SARKAR, , , Son of Late MILAN CHANDRA SARKAR, GOBINDAPUR, P.O: DIARA, Thana: Singur, , Hooghly, WEST BENGAL, India, PIN - 712223, by caste Hindu, by profession Others



Debasish Dhar

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

On 18-09-2024

**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 )**

Execution is admitted on 18/09/2024 by 1. Mr DEVASHISH CHOUDHARY, Son of Mr Vinay Kumar Choudhary, , Auroshree, Plot Nos.13 And 14, Govind Vihar, Bomikhal,, P.O: Rasulgarh, Thana: LAXMI SAGAR, , Khordha, ORISSA, India, PIN - 751010, by caste Hindu, by Profession Others, 2. Mr ARAVIND CHOUDHARY, Son of Mr Vikash Choudhary, , Auroshree, Plot Nos.13 And 14, Govind Vihar, Bomikhal, P.O: Rasulgarh, Thana: LAXMI SAGAR, , Khordha, ORISSA, India, PIN - 751010, by caste Hindu, by Profession Others, 3. Mr ANIL KUMAR CHOWDHURY, Son of Late Narsingh Chowdhary, , Auroshree, Plot Nos.13 And 14, Govind Vihar, Bomikhal, P.O: Rasulgarh, Thana: LAXMI SAGAR, , Khordha, ORISSA, India, PIN - 751010, by caste Hindu, by Profession Others

Indetified by Mr Susanta Dutta, , , Son of Mr Gopal Dutta, 63, Baishali Park, P.O: Garia, Thana: Ballygunge Circular, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by profession Others



Debasish Dhar

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2024, Page from 424066 to 424125

being No 160315836 for the year 2024.



*(Signature)*

Digitally signed by Debasish Dhar  
Date: 2024.09.23 17:38:08 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 23/09/2024

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

West Bengal.