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Registration. The stamp and the
endorsement sheet attached to this document
are the part of this document.

Additional Registrar
of Assurances, Kolkata

20 NOV 2024

THIS AGREEMENT made this 11th day of November in the year Two Thousand and Twenty
Four

BETWEEN

(1) SUGAM GRIHA NIRMAAN LIMITED, a company governed by the Companies Act,
2013, having its CIN U70109WB1989PLC045956 and having PAN AAEC57354N and having its
Registered Office at 2/5, Sarat Bose Road, Unit - 1F, P.S. Ballygunge, P.O. Elgin Road, Kolkata

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DATE _____
SOLD TO _____
OF _____
RS. _____
JAYDEEP CHATTERJEE
16, INDIA EXCHANGE PLACE, KOL-1
GOVT. LICENSED STAMP VENDOR
NO. 351R32016

K. C. KAPRAKAR
Advocate
Dist. Court, Kolkata

13 SEP 2024

13 SEP 2024

ADDITIONAL REGISTRAR
OF ASS: 10240 S-1, KOLKATA
20 NOV 2024



SUKHENDU SAMANTA
S/O LI. SAHADEB SAMANTA
at. Rampur Chak, P.S. : Debra
P.O.: Shyamchak
Dist: Paschim Midnapur
Pin. 721301, Service

- 700 020, represented by its Authorised Representative MR. BISHWANATH HARALALKA, son of Late Basudev Haralalka, having PAN **ABCPH1758F**, having Aadhaar No. **6868 1637 7880** and residing at 118/1A, Ashutosh Mukherjee Road, Police Station and Post Office Bhowanipore, Kolkata -700 025, duly authorized vide Board Resolutions dated **29.04.2024** AND (2) ERODE MERCHANTS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its CIN U67120WB1995PTC073778 and having PAN AAACE5513F, and having its registered office at 2/5, Sarat Bose Road, Unit - 1F, P.S. Ballygunge, P.O. Elgin Road, Kolkata - 700 020 represented by its Authorised Representative MR. BISHWANATH HARALALKA, son of Late Basudev Haralalka, having PAN **ABCPH1758F**, having Aadhaar No. **6868 1637 7880** and residing at 118/1A, Ashutosh Mukherjee Road, Police Station and Post Office Bhowanipore, Kolkata -700 025, duly authorized vide Board Resolutions dated **02.04.2024** AND (3) ALEXIA DEALERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its CIN U51909WB2008PTC126236 and having PAN AAHCA0632L, and having its registered office at 2/5, Sarat Bose Road, Unit - 1F, P.S. Ballygunge, P.O. Elgin Road, Kolkata - 700 020, represented by its Authorised Representative MR. BISHWANATH HARALALKA, son of Late Basudev Haralalka, having PAN **ABCPH1758F**, having Aadhaar No. **6868 1637 7880** and residing at 118/1A, Ashutosh Mukherjee Road, Police Station and Post Office Bhowanipore, Kolkata -700 025, duly authorized vide Board Resolutions dated **02.04.2024** AND (4) ARYA PROJECTS LIMITED, a Company incorporated under the Companies Act, 1956, having its CIN L72300WB1978PLC031444 and having PAN AACCA1732C and having its registered office on the 2nd floor in the building known as "Commerce House" at 2, Ganesh Chandra Avenue, P.S. Bowbazar, P.O. Bowbazar, Kolkata - 700013, represented by its Director MR. PRANAY ARYA, son of Mr. Ramesh Kumar Arya, a Hindu Businessman, having his PAN **ADBPA5728R** and having his place of business at 2, Ganesh Chandra Avenue, 2nd Floor, Commerce House, P.S. Bowbazar, Kolkata - 700 013, all hereinafter jointly referred to as the "OWNERS" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors-in-interest and agents) of the FIRST PART ;

AND

(2) SUGAM SERENITY LLP a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its LLP Identification No. AAC 7288 and having its PAN ACQFS2908B and its registered office 2/5, Sarat Bose Road, 4th Floor, Unit - 4B, P.S. Ballygunge, P.O. Elgin Road, Kolkata - 700 020, represented by its Designated Partner MR.

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ASHOK SARAF, son of Late Santosh Kumar Saraf, a Hindu Businessman, having PAN AJQPS0820D and having his place of business at 2/5, Sarat Bose Road, 4th Floor, Unit - 4B, P.S. Ballygunge, P.O. Elgin Road, Kolkata - 700 020 and hereinafter referred to as the "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, agents and assigns) of the **SECOND PART**;

WHEREAS the said Owners are absolutely seized and possessed and/or otherwise well and sufficiently entitled to All Those lands containing an aggregate area of **62 Kottahs 5 Chattacks 1.68 sft** be the same a little more or less and lying situate at Mouza Kusumba, P. S. Sonarpur in the District of 24 Parganas (South) and numbered as Pre. No. 709 Kusumba, P.O. Narendrapur, under Ward No. 7 of the Rajpur- Sonarpur Municipality and more fully described in the First Schedule hereunder written and hereinafter called "the said Premises", vide sale deed(s) and other documents in the chain of title as mentioned in the **FIFTH SCHEDULE** hereto.

AND WHEREAS each of the said Owners is entitled to the following undivided Ownership share in the said premises :-

- | | | | |
|----|---------------------------|---|-----|
| a) | Sugam Griha Nirmaan Ltd. | - | 25% |
| b) | Erode Merchants Pvt. Ltd. | - | 25% |
| c) | Alexia Dealers Pvt. Ltd. | - | 25% |
| d) | Arya Projects Ltd. | - | 25% |

AND WHEREAS the said premises/lands were a part of the larger Holding No. 710, Kusumba. On sub-division of the larger premises the Rajpur- Sonarpur ^{municipality} renumbered the said premises/lands as Premises No. 709, Kusumba. a2

AND WHEREAS by a Deed of Exchange dated 27th February, 2013 between the Owners being the Transferors therein and (1) Shankar Prasad Sahani, (2) Santosh Sahani and (3) Jogutiya Debi Sahani being the Transferees therein registered with ARA-I, Kolkata Being No. 01742 for the year 2013, the Transferors transferred an area of 3 Kattahs recorded in R.S. Dag No. 1759 (Mouza Kusumba, Dist 24 Parganas South) in favour of the Transferees and in exchange the Transferees transferred an area of 1 Kattah 8 Chittacks recorded in R.S. Dag No. 1598 (Part) and 1599 (Part) at (Mouza Kusumba, District- 24 Parganas South) in favour of the Transferors.

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AND WHEREAS the Owners after obtaining the necessary conversion of use of the said lands have applied for the sanction of the building plans by the Rajpur – Sonarpur Municipality (which plans are hereinafter referred to as “the said plans”).

AND WHEREAS the Owners have obtained the sanction of the building plans at the said premises/ lands and the building sanction plans are bearing no. **SWS-OBPAS/2207/2024/0783** dated **09.05.2024**.

AND WHEREAS in view of the said premises being owned jointly by the said Owners all the Owners have jointly agreed to appoint a Developer to develop the said premises AND accordingly the said Owners have agreed to enter into an agreement with the said Developer for the development of the said premises, by the said Developer on the terms and conditions and considerations herein recorded.

AND WHEREAS the Owners have represented and assured the Developer as follows:-

- a) The Owners are the absolute Owners of the said premises and no other person has any right or claim concerning the said premises and/ or any portion thereof.
- b) The Owners have a good and marketable title to said premises free from all encumbrances and charges created or suffered by the Owners and the said premises is also free from any lispence (save that annual Land revenue is payable to the Government of West Bengal).
- c) The said Owners are fully entitled to enter into this agreement.
- d) That to the best of the knowledge of the Owners the said premises or any portion thereof
 - (i) is not subject to any notice of acquisition or requisition or attachment and alignment whatsoever.
 - (ii) is not subject to any attachment/ restriction/ prohibition under the Income Tax Act or under the provisions of the Public Demand Recovery Act
 - (iii) is not subject to any, attachment or any process issued by any Court or Authority.
- e) That the Owners have neither entered into any agreement with any other person for the development or sale or transfer or alienation of the said premises nor created any third party rights of whatsoever nature in the said premises.
- f) No notice from any Government, Municipality or any other public body or authority or any notice under any law has been received or served upon the Owners in respect of the said premises or any part thereof, which restricts or may restrict the development of the said premises.

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AND WHEREAS the said Developer has represented and informed the said Owners that it is engaged in the field of development of housing complexes and have sufficient knowledge and experience and the said Developer would arrange the necessary resources and finance as may be necessary for undertaking and completing the Development of the said premises.

AND WHEREAS on the basis of the aforesaid respective representations and assurances of each other and each party believing the said representations of the other to be true and correct and acting on the faith thereof, both the parties have, for the mutual benefits, agreed to enter into this agreement for the development of the said premises AND the said Developer has agreed to develop the said premises and construct the buildings as per the said plans and complete the housing complex at the said premises (which development will include the construction and completion of several new Villas in accordance with the plans already sanctioned by the said Rajpur- Sonarpur Municipality) and as per the agreed specifications for the consideration and on the terms and conditions hereinafter stated and with the following intents and affect:

- a) The said Owners, in lieu of permitting the said Developer to develop and construct the new buildings at the said premises at the costs and expenses of the said Developer, would therefore be entitled to 25% (twenty five percent) of the Realizations in respect of the New Buildings and all Transferable Areas therein.
- b) In consideration of the said Developer incurring the costs necessary for the construction and completion of the entire development project the remaining 75% (seventy five percent) of the Realizations in respect of the New Buildings and all Transferable Areas therein.
- c) Each party would have full and unfettered right to receive and have absolutely its/their share of the Realisations in respect of the New Buildings and all Transferable Areas therein.
- d) Each party would join in all agreements/deeds/writings in respect of the constructed portions and will extend full co-operation and would act with harmony and promptitude and in good faith.

AND WHEREAS the parties have agreed to record the agreement arrangement and understanding between them in writing and to also record all the terms and conditions and consideration as agreed between them as hereinafter contained.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows: -

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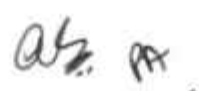

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ARTICLE I - DEFINITIONS

1 Unless, in these presents, there is something in the subject or context inconsistent with, the following expressions shall have the following meanings:-

- a) ARCHITECT shall mean M/s Shelter represented by their partners Mr. Mukul Mittra and Mr. Saugata Mittra, having their office at Unit no. 609/610, 6th Floor, Active Business Park, 54/10 D.C. Dey Road, Kolkata, West Bengal, Pin : 700015. The term shall also mean any other firm or firms as may be appointed by the Developer from time to time.
- b) AGREED RATIO shall mean the ratio of sharing or distribution of Realization between the Owners and the Developer which shall be 25% (twenty five percent) belonging to the Owners and 75% (seventy five percent) belonging to the Developer.
- c) OWNERS shall mean the said (1) Sugam Girha Nirmaan Ltd; (2) Erode Merchants Pvt. Ltd; (3) Alexia Dealers Pvt. Ltd and (4) Arya Projects Ltd.
- d) DEVELOPER shall mean the said Sugam Serenity LLP.
- e) COMMON PARTS/ PORTIONS shall mean the common parts, portions, facilities and amenities including the generator, generator installations, pump, pump installations, tube well and its installations, drains, sewers, boundary walls and electrical installations, main gates, security room, paths and passages, and underground water reservoir etc. in the Villas, as shall be provided and determined by the Developer for the beneficial enjoyment of the Purchasers of the residential units as expressly provided hereinafter, excepting the areas earmarked for open / covered car parking spaces (outside the individual villas) and the recreation centre. The purchasers of the units will have the rights to enjoy the common parts / portions as expressly stated in the THIRD SCHEDULE hereunder written.
- f) COMMON PURPOSE shall mean and include the purpose of upkeep management maintenance administration and protection of common portions and the purpose of regulating mutual rights and liabilities of the Co-owners of the respective Villas and all other purposes and matters in which the Owners of the respective Villas shall have common interest relating to the said premises and the said new buildings to be constructed thereon.

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g) **COMPLETION OF CONSTRUCTION** in connection with any New Building shall mean that such New Building is constructed and for which partial/full Completion Certificate is/are issued by the Rajpur-Sonarpur Municipality.

h) **EXTRAS AND DEPOSITS** shall mean the amounts mentioned in the **FOURTH SCHEDULE** hereto subject to any variations as per Clause 10.7 hereto.

i) **PLANS** shall mean the plans, elevations, designs, drawings specifications of the new buildings intended to be constructed at the land of the said premises as may be sanctioned by the local municipality after pre-approval by the Owners and shall include all modifications, variations and alterations made thereto from time to time in accordance with the provisions of law.

j) **PREMISES** shall mean the said Holding No. 709, Kusumba, (Previously part of Holding No. 710 Kusumba) P.O. Narendrapur, P.S. Sonarpur, Under Ward No. 7 of the Rajpur- Sonarpur Municipality containing an area of 62 Kottahs 5 Chatacks 1.68 sq. ft (equivalent to 103 Decimals) and 3620.06 sq.mtrs. as per physical measurement TOGETHER with the existing structures thereon or on part thereof and more fully described in the **FIRST SCHEDULE** hereunder written.

k) **OWNER'S SHARE OF REALISATION** shall mean the ^{25%} (twenty ~~five~~ ^{five} percent) of the Realizations in respect of the New Buildings and all Transferable Areas therein.

l) **DEVELOPERS SHARE OF REALISATION** shall mean the remaining ^{75%} ~~78%~~ (seventy ~~eight~~ ^{five} percent) of the Realizations in respect of the New Buildings and all Transferable Areas therein.

m) **REALIZATION** shall mean the amounts that may, from time to time, be received against the Transfer of Units, and Parking Spaces and other Transferable Areas and/or in relation to such Transfer on any account other than Pass Through Charges and Extras and Deposits.

n) **PASS THROUGH CHARGES** shall mean the Goods and Service Tax or any substitutes, additions or alterations thereof and any other impositions, levies or taxes (other than Income Tax) on the Transfer in favour of the Transferees.



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- o) **PARKING SPACES** shall mean the open and covered car parking spaces and mechanical car parking spaces for parking of cars and/or two wheelers, as may be provided by the Developer at the New Buildings/the said premises.
- p) **UNITS** shall mean the Villas and other spaces and / or portions of all kind of uses that shall be built and constructed by the Developer and capable of being used / owned/ possessed independently and shall include the constructed area capable of being independently and exclusively held, occupied and enjoyed and dealt with.
- q) **HOLDING ORGANISATION** shall mean any Association, Syndicate, Committee or Limited Company or registered Co-operative Society that may be formed by the Developer with mutual agreement with the Owners for common purpose having such rules and regulations and guidelines for the user, enjoyment, management and administration, protection and preservation of the new buildings and the units / portions contained in the new buildings etc. as shall be deemed proper by the Developer.
- r) **FORCE MAJEURE/UNAVOIDABLE DELAYS** shall mean and include delays obstructions and interferences caused in carrying out the development work at the said premises and the completion of new building or buildings caused by:
- a. Fire or explosion.
 - b. Earthquake and lightning.
 - c. Accumulation of rain water or unforeseen weather conditions.
 - d. Riots, civil disturbances, insurgency, enemy action or war.
 - e. Temporary or permanent interruption in the supply of power to the project.
 - f. Injunction or orders of Court or government bodies, the Rajpur – Sonarpur Municipality, CMDA etc.
 - g. Any other *force majeure* circumstances.
- s) **SPECIFICATIONS** shall mean certain requirements as regards the construction, erections, fittings, fixtures, installations etc., of the New Buildings as per particulars mentioned in the **SECOND SCHEDULE** hereto.
- t) **PROPORTIONATE/PROPORTIONATELY** shall mean the proportion in which the super built up area of any units/spaces or other areas of any units/spaces or other areas of any unit



shall bear to the total super built up area of all the Villas, spaces, areas, portions for sale in the respective buildings provided that where it refers to the share of any rates and taxes levied on the whole then the same shall be determined on the basis of such rates, taxes and outgoings as shall be levied and the basis may be either be the area, rental income or user.

- u) **NEW BUILDING / BUILDINGS** shall mean the new buildings to be constructed on or on a portion of the said premises in accordance with the said plans got sanctioned by the Owners from the Rajpur- Sonarpur Municipality and containing self contained independent residential Villas and / or other saleable areas and car parking spaces (covered, open and mechanical) (as may be provided)
- v) **TRANSFER** with its grammatical variations shall include a transfer by delivery of possession and by any other means adopted for effecting what is understood as a transfer of space in multi-storied buildings to purchasers thereof and will include the meaning of the said term as defined in the Income -Tax Act, 1961 and the Transfer of Property Act, 1882.
- w) **TRANSFeree** shall mean a person or persons to whom any space in the new building will be or has been agreed to be transferred.
- x) **REAL ESTATE LAWS** shall mean the West Bengal Real Estate Regulation Act, 2023 as amended from time to time and include the applicable rules, regulations and byelaws in respect thereof.
- y) **SINGULAR NUMBER** shall include plural numbers and *vice versa*.

1.1 INTERPRETATION:

- a) Reference to any clause shall mean such clause of this Agreement and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this Agreement and include any parts of such Schedule.
- b) Headings, Clause Titles, Capitalized expressions and Bold expressions are given for convenience only.
- c) Words of any gender are deemed to include those of the other gender;



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- d) Words using the singular or plural number also include the plural or singular number, respectively;
- e) The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Articles of this Agreement, as the case may be;
- f) Reference to the word "include" shall be construed without limitation;
- g) The Schedules/Annexure and recitals hereto shall constitute an integral part of this Agreement and any breach of the stipulations contained in the Schedule shall be deemed to be a breach of this Agreement;
- h) Where any notice, consent, approval, permission or certificate is required to be given by any party to this Agreement such notice, consent, approval, permission or certificate must (except where otherwise expressly specified), be in writing.

ARTICLE-II- OWNERSHIP RIGHTS

- 2 The Developer doth hereby accept the Ownership rights of the Owners in the said premises and has understood the character nature and use of the lands comprised in the Said Premises.

ARTICLE-III- DEVELOPMENT

- 3 The said Owners/ Vendors do hereby grant (subject to what has been hereinafter provided) the exclusive right to the said Developer namely "**SUGAM SERENITY LLP**" to develop the said premises more fully described in the **FIRST SCHEDULE** hereunder written and commercially exploit the same by demolishing the existing old structures standing thereon or part thereof and constructing new building / buildings at the land of the said premises in accordance with the said sanctioned plan, and with such modifications and / or amendments (of the said plan) as may be got sanctioned by the Developer at its costs and resources at a later date and as may be agreed upon mutually by the parties hereto.

- 3.1 (a) The said Owners have assured the said Developer that the title / Ownership of Owners in the said premises is good and marketable and free from all encumbrances, charges, disputes, attachments, and lispence save and except the liability / obligation of the payment of annual land revenue to the Govt. of West Bengal.



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(b) The Owners agree and undertake to indemnify and keep the Developer indemnified against all third party claims, actions, demands, disputes whatsoever with regard to the title of the Owners in respect of the said premises.

(c) It is confirmed and recorded that the parties have also agreed and understood that:-

(a) The building plan has been sanctioned by the Rajpur- Sonarpur Municipality and is bearing sanction plan no. SWS-OBPAS/2207/2024/0783 dated 09.05.2024. The Developer shall pay the sanction fees and cess.

Further, the entire amount of expenses on account of the cost of land and the stamp duty and registration charges thereof shall be to the account of the Owners.

3.2 The said Developer doth agree to pay a total sum of Rs. 4,00,000/- (Rupees four lakhs only) to the Owners as interest free refundable deposit for the right of development to the Developer on the terms and conditions contained in this agreement and to be observed and performed and for the consideration as expressly stated herein. The interest free deposit shall be refunded by the Owners to the Developer on completion of the project and the grant of the Completion Certificate.

3.4 The Developer shall develop the said land by demolishing the existing structures and constructing new buildings thereon at entire costs, risks and expenses of the Developer and the new buildings will be constructed in accordance with the said plans on the basis of the prevailing laws. All costs/ finances for the Development and construction and completion shall be borne and paid by the Developer. The Developer shall maintain the existing water body in L.R. Dag Nos. 1848 and 1849.

3.5 The Developer shall be entitled to carry out at its costs and expenses all works necessary for the development of the said lands including laying of temporary and permanent drainage/sewage lines, cables/electric lines, and other utilities as shall and may be necessary to construct and complete the New Buildings.

3.6 The Owners hereby agree to provide all possible assistance and co-operation as may be required by the Developer from time to time to carry out the development of the said lands/ premises and the construction and completion of the New Buildings thereon. However the Owners shall not be liable to incur any financial obligations in that behalf.

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4.1 In the premises aforesaid:-

4.1.1 The Owners have agreed that the Developer shall have exclusive rights and authority to develop the new Buildings at the said Premises and to Transfer the Transferable Areas and administer the Common Purposes (upto a specified time) and the Developer has agreed to accept the same; and

4.1.2 The Developer has agreed to carry out the planning and implementation of the New Buildings and to invest or cause investment of the costs and expenses required for the same and to carry out certain other acts, deeds and things pertaining to the New Buildings; and to Transfer the Transferable Areas at the New Buildings; and to be entitled to the Developer's Share of Realization and other sums as herein-stated in consideration thereof; and

4.1.3 The Owners have agreed to Transfer to the Transferees, the proportionate undivided share in the land attributable to Units and other constructed areas upon Completion of Construction thereof and to carry out certain other acts, deeds and things pertaining to the land at the Said Premises; and to be entitled to the Owners' Share of Realization in consideration thereof;

4.1.4 The Owners and the Developer have agreed to act on principal to principal basis in respect of their roles, rights and obligations;

4.2 In pursuance of this agreement, the Developer shall have the sole and exclusive rights, authorities and entitlements (a) to develop and construct or cause to be developed and constructed the New Buildings at the Said Premises and (b) to Transfer the Transferable Areas therein, (c) to administer the New Buildings in the manner and until the period as morefully contained herein, (d) to the Developer's Share of Realization, (d) entirety of the Extras and Deposits and (e) all other properties benefits and rights of the Developer hereunder or to which the Developer is entitled hereunder; **And** the Owners shall be entitled (a) to the Owners' Share of Realization and (b) all other properties benefits and rights of the Owners hereunder or to which the Owners are entitled hereunder; on and subject to the terms and conditions hereinafter contained.

5 LAND RELATED OBLIGATIONS:

5.1 In connection with the Said Premises, the Owners shall, at their own costs and expenses, comply with the following obligations:-



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5.1.1 **Title :** The Owners shall deal with, settle or otherwise clear any legitimate question or objection or claim of any person due to any reason whatsoever on the title of the Owners to the Said Premises.

5.1.2 **Free from Encumbrances:** The Said Premises and each part thereof is free from Encumbrances created made done and suffered by the Owners and the Owners shall not hereafter create any Encumbrance on the same.

5.1.3 **Mutation & Conversion:** The Owners shall continue to maintain proper mutation of their names in respect of the Said Premises and proper conversion of the same for bastu and like purposes in the records of B.L. & L.R.O. In case the records of the B.L. & L.R.O, Municipality, or any other concerned authority require any correction or rectification or change, the Owners shall cause the same;

5.1.4 **Direct Access:** The Said Premises has and shall continue to have direct access from the abutting public road/s.

5.1.5 **Clearances:** The Owners shall apply for any further permissions and clearances in respect of the said premises/land as may be required in law to be obtained by the Owners.

5.1.6 **Taxes:** The Owners shall pay and clear upto the date of execution hereof the Land Revenue (Khajana) and Municipal Tax, if any outstanding;

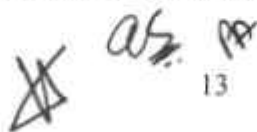
5.2 **TIME AND COSTS AND EXPENSES FOR OBLIGATIONS OF OWNERS:** The time for compliance of the several obligations of the Owners shall be within **90 (ninety) days** from the date of being required to do so upon the situation for the same arising.

5.3 **CO-OPERATION OF DEVELOPER:** The Developer agrees to provide necessary co-operation to the Owners in carrying out the obligations of the Owners hereinabove contained.

5.4 **TITLE DEEDS:**

5.4.1 All original Title Deeds relating to the Said Premises exclusively shall be delivered by the Owners to the Developer simultaneously with the execution hereof.

5.4.2 The Developer shall be entitled from time to time and at all times to produce, give copies and extracts of and from the said original Title Deeds before government and semi government bodies and authorities, municipal and land authorities, local authorities, statutory bodies, courts,

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tribunals, judicial and quasi-judicial forums, service providers, buyers/transferees in the New Buildings and financial institutions/banks/ NBFC's providing finance to the Developer and home loans to the buyers/transferees and other persons and authorities as may be required by the Developer.

5.4.3 The Developer may produce or deliver the original title deeds to the Appropriate Authorities or financiers providing loans or advances to the Developer pursuant to the rights and authorities of the Developer hereunder.

5.4.4 Upon Completion of Construction of the New Buildings and completion of Transfer of all the Units therein, the original Title Deeds shall be handed over to the Maintenance In-charge/Association of the Allottees of the New Buildings.

6 PLANNING, SURVEY, SANCTION AND MODIFICATION OF BUILDING PLANS:

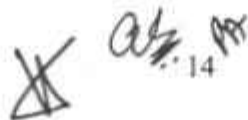
6.1 The Developer shall within 1 (one) month from the date of execution hereof and at its own costs and expenses commence the work of Development and the construction of the new buildings at the said premises ..

6.2 In case the Developer desires to modify or alter or make any change in the sanctioned Building Plans as per its own requirement or the requirement of the Architect or the concerned authorities then prior to applying for obtaining sanction of such modifications, alterations or changes, the Developer shall obtain the consent and approval of the Owners in writing. AND the Owners shall signify their consent/approval to the proposed modifications/ alterations/ changes which are lawful and beneficial and advantageous.

6.3 All fees, costs and charges payable to the municipal and other authorities for the sanction of the Building Plans and all costs charges and expenses of construction and completion of the new buildings shall be borne and paid by the Developer.

6.4 The Developer is hereby authorized and shall be entitled to do, act and perform also the following in terms of this agreement.

(i) To apply for and obtain all consents, approvals, sanctions and permissions as are / may be necessary or required for undertaking the development of the said premises and constructing and completing the construction of the new buildings in accordance with the sanctioned plans.

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- (ii) To apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks, and other buildings materials and inputs and facilities as may be required for the construction of the new buildings at the said premises.
- (iii) To take steps as may be necessary to divert existing pipes / cables / other conducting medias in / under / above the said premises if need to be diverted for the purpose of Development.
- (iv) To appoint its own professional team for causing development of the said premises.
- (v) To serve such notices and enter into such agreements with statutory undertakings and other entities to install / obtain services of water / electricity / drainages and all other types of utilities.
- (vi) To make deposits of necessary fees and charges with the concerned authorities for the purpose of commencing / carrying out the Development work and construction of new buildings at the Said Premises and claim and receive refunds of deposits and give valid receipts / discharges on behalf of the Owners in connection therewith :
- (vii) After completion of the construction of the new building/s to apply for and obtain the Completion Certificate from the concerned authorities.
- (viii) To comply / procure compliance with all statutes and enforceable codes of practice of the Authorities and all lawful requirements of the authorities effecting the said premises / the development thereof.
- (ix) To hold and possess the said land as Developer as a permitted possessor for the purpose of development thereof and construction of new Buildings and protect the same from any encroachment.

6.5 For the purposes connected with the construction of the new buildings and the modification/ revision of the sanctioned Building Plans and obtaining clearances and permissions there for as provided for hereinabove, the Owners shall also simultaneously with the execution hereof, execute and register a Power of Attorney in favour of the Developer and its Designated Partners Mr Ashok Saraf and Mr Suhel Saraf.





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7 **CONSTRUCTION OF THE NEW BUILDINGS:**

7.1 **CONSTRUCTION:** The Developer shall construct or cause to be constructed the New Buildings at the Said Premises.

7.2 **QUALITY OF CONSTRUCTION:** The Developer shall construct or cause to be constructed the New Buildings in a good and workman like manner with good quality of materials and with the Specifications as mentioned in **SECOND SCHEDULE** hereunder written or equivalent substitutes thereof. The Developer shall handle and tackle local issues which may arise. The Developer shall construct and build the New Buildings in accordance with the Building Plans and do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules in force at the relevant time. The construction shall be done by the Developer in compliance of the legal requirements.

7.3 **COMPLETION CERTIFICATE:** The Developer shall obtain necessary completion certificate in respect of the New Buildings from the Rajpur-Sonarpur Municipality. Such Completion Certificate may be obtained by the Developer partially building wise or fully for all the New Buildings.

7.4 **MANAGEMENT AND CONTROL:** The Developer shall have exclusive and unobstructed right to administer the development of the New Buildings. The Developer shall be free to set up site office, put up the hoardings/boards, bring out brochures and commence the preparatory works for Transfer of the proposed New Buildings at the Developer's cost.

7.5 **TEAM:** The Architect for the New Buildings and the entire team of people required for the execution of the New Buildings shall be such person as may be selected and appointed by the Developer in its sole discretion. All persons employed by the Developer for the purpose of construction such as architects, engineers, contractors, labourers, care-takers, security personnels, consultants, etc., shall be the persons under the appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc. or their acts in any manner whatsoever and shall have no responsibility towards the architect and/or contractors labourers caretaker etc. or for the compliance of the provisions of labour laws, payment of wages, payment of P.F., E.S.I. etc., maintenance of records of labourers etc. and all the responsibilities in this regard shall be of the Developer and the Owners shall be kept protected and harmless against any action, if taken against the Owners for non compliance or violation of the said requirements.



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7.6 **UTILITIES:** The Developer shall be entitled to use the existing as well as to apply for and obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all the concerned Appropriate Authorities.

7.7 **COMMON AREAS AND INSTALLATIONS:** The Developer shall plan and provide the necessary Common Areas and Installations at the New Buildings as is progressively developed. The Developer may modify the Common Areas and Installations at the Said Premises meant jointly or individually for (a) any individual New Building, and/or (b) different category of Transferees and/or use of the different areas. The Developer shall provide for the availability of Common Areas and Installations providing for passages, driveways, electricity, drainage and sewerage and water connections and any other area, installation or facility that the Developer may provide at the Said Premises. The Developer shall as it deems fit and proper be entitled to:-

7.7.1 Change the location, dimension, capacity or any other physical or in-built specifications of any Common Areas and Installations and from time to time to erect, install or shift any portion into any new phase or other portions of the Said Premises;

7.7.2 Impose restrictions and conditions for the use of the Common Areas and Installations including the Recreation Centre;

7.7.3 Charge, demand, receive or realize any Extras or Deposits in connection with any Common Areas and Installations;

7.7.4 provide for separate entrances for different areas and provide and provide for segregation of Common Areas and Installations for different Transferees.

7.8 **CALCULATION OF AREAS:** The carpet area shall be as per applicable West Bengal Real Estate Regulation Act, 2023 and shall be provided by the Developer and the built-up area in respect of all the Units and other Transferable Areas in the New Buildings shall be such as be determined by the Developer.

7.9 **AUTHORITY:** The Owners hereby agree and confirm that the Developer shall have all the authority to carry out the planning and development of the New Buildings.

7.10 **APPROVALS FOR DEVELOPMENT:** The Developer shall in its own name or in the name of the Owners apply for and obtain all permissions, clearances, no objection certificates and other approvals required for carrying out the development at the Said Premises, including those

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required from Fire Service Authorities, Municipal Authorities and any other Statutory Authorities, at its own costs and expenses.

7.11 **COMPLIANCES:** The Developer shall not violate any Municipal or other statutory rules and laws and always abide by and observe all the rules and procedures and practices usually followed in making construction of the New Buildings. The Owners will not be responsible for any latches and/or lapses on the part of the Developer.

7.12 **TIME FOR CONSTRUCTION:** Subject to the Owners not being in default in compliance of their obligations hereunder and Subject to Force Majeure, the Developer shall complete the construction of the New Buildings at the said Premises within **36 months** from the date of commencement of construction of the New Buildings and all other sanctions/ clearances and certificates by the Appropriate Authorities as may be necessary to commence and carry out the development of the New Buildings. There shall be an extended period of 6 months beyond the time for construction of the New Buildings as mentioned above.

7.13 **COMPLETION OF CONSTRUCTION:** The Developer shall be deemed to have constructed and completed the New Buildings if the Developer has constructed the same internally as per the agreed Specifications and provided reasonable ingress and egress, obtained temporary or permanent water, electricity and drainage connections (if and to the extent applicable for such constructed area) and obtained the Completion Certificate of the concerned government department in respect thereof.

7.13.1 The Developer shall be at liberty to carry out Completion of Construction phase wise and obtain partial Completion Certificates.

7.14 **ADDITIONAL/FURTHER CONSTRUCTION:** The Developer shall be entitled to apply for sanction of additional/further constructions (including any incremental parking space) beyond those sanctioned under the Building Plans if so and as is thereafter possible/permissible under the law to be constructed.

7.15 **COSTS AND EXPENSES:** All further costs and expenses incurred henceforth for revision or modifications of plans (including fees of the Architects and all fees costs and charges payable for sanction, modification, alteration and/or revision of building plans), all costs of construction and development of the Said Premises and the activities mentioned above shall be borne and paid by the Developer.

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8 SECURITY DEPOSIT:

8.1 The Developer shall deposit with the Owners, a sum of Rs.4,00,000/- (Rupees four lakhs) only as and by way of refundable Security Deposit (hereinafter referred to as "**Security Deposit**") and payable at or before the execution of this agreement –(the receipt whereof the Owners do hereby as also by the Receipt and Memo hereunder written admit and acknowledge).

8.1.1 Except as otherwise specifically provided herein, the said Security Deposit shall be interest free.

8.2 **REFUND OF SECURITY DEPOSIT:** The Security Deposit amount, of Rs.4,00,000/- (Rupees four lakhs) only shall be refunded within **90 days** of Completion of Construction of the New Buildings and the grant of the Completion Certificate by the Rajpur – Sonarpur Municipality and the Developer notifying the Owners in writing thereabout.

9 TRANSFER:

9.1 **TRANSFERS BY DEVELOPER:** The Owners have agreed that the Developer shall have exclusive rights and authority to Transfer all Transferable Areas at the New Buildings on the terms and conditions hereinafter contained and to negotiate and settle the price and other terms of Transfer with intending Transferees.

9.2 **LAND SHARE SALE:** The Owners agree to sell and transfer their undivided shares in the land attributable to the concerned Unit and/or other Transferable Areas with all and whatever its entire share right title and interest in the concerned Transferable Areas to the respective Transferees in such parts or shares as the Developer may nominate or require.

9.3 **PUBLICITY:** The Developer shall be entitled to advertise for Transfer of the Units, Parking Spaces and other saleable spaces/constructed areas in the New Buildings in all media.

9.4 **MARKETING AGENTS:** The Developer in consultation with Owners shall be entitled to appoint brokers, sub-brokers and other sales/ marketing agents for sale and transfer of the Units and Parking Spaces in the Building/s at such remuneration and on such terms and conditions as it may deem fit and proper.

9.5 **BOOKINGS:** The Developer shall accept bookings of any Unit, Parking Space or other saleable space/constructed area in the New Buildings in favour of any Unit Purchaser and if necessary to cancel revoke or withdraw any such booking.



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9.6 **REALIZATIONS & OTHER AMOUNTS:** The Developer shall receive the Realizations including earnest money, part payments, consideration, Extras, Deposits and other amounts on any account receivable from the Transferees and other persons in respect of the New Buildings or any part or share thereof in its own name and shall give receipts for the same which shall fully bind all the parties hereto.

9.7 **RATES:** The consideration for which the Developer shall open the bookings and/or for which the Units, Parking Spaces and other saleable areas will be transferred by the Developer shall be such as be determined by the Developer from time to time in consultation with the Owners.

9.8 **CUSTOMER DOCUMENTATIONS:** The agreements, receipts, confirmations, applications, sale deeds, final deeds of transfer and other documents relating to Transfer of the Units, Parking Spaces and other saleable/transferable areas shall be executed by the Developer and the Owners do hereby authorize and empower the Developer to sign execute and/or register the same as constituted attorney of the Owners fully and in all manner with regard thereto and also agree to execute and/or register one or more powers of attorney from time to time in favour of the Developer as may be required or found necessary and such Power/s shall subsist during the subsistence of this agreement.

9.9 **ADVOCATES:** All documents of transfer or otherwise shall be such as be drafted by Advocates of the Developer, as may be appointed by them from time to time.

9.10 **MARKETING COSTS:** All costs of brokerage, commission and like other amounts relating to Transfer as also any interest, damage or compensation payable to any Unit Purchaser or other person relating to the New Buildings shall be borne and be payable by the Developer alone.

10 **REALIZATION AND DISTRIBUTION:** as

10.1 **SHARE IN REALIZATIONS:** The Owners shall be entitled to a specific ^{five} ~~25~~ % (twenty ~~two~~ percent) of the Realizations from the New Buildings and the Developer shall be entitled to a specific 78% (seventy eight percent) of the Realizations from the New Buildings. as

10.2 **PAYMENT TO OWNERS:** The Developer shall pay to the Owners its specific ^{five} ~~25~~ % (twenty ~~two~~ percent) of the Realizations from the New Buildings on a yearly basis according to English Calendar and the payments for any year shall be made in respect of the total realizations during such year and within 90 days of the close of the concerned quarter. as



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10.3 **ERRORS & OMISSIONS:** All payments made by the Developer to the Owners shall be subject to any errors or omissions and the consequent accounting and settlement when detected. Further, in case due to cancellation of any booking or agreements/contracts or any other reason, any part of the Realization becomes refundable or payable to any Unit Purchaser and/or any interest or compensation is payable to any Transferee or any other person in connection with the New Buildings or any part thereof, the share of the Owners therein shall be adjustable out of the future payments to be made by the Developer to the Owners and in case no such future payment is due, the same shall be paid by the Owners to the Developer.

10.4 **ACCOUNTS:** The Developer shall maintain proper accounts pertaining to the Transfers, Realizations, Extras & Deposits. The Owners shall have at all times full and free access and liberty to inspect such separate accounts of the Developer. For the purpose of accounting and settlement the parties shall, if so required by the Developer or found necessary, make all necessary entries and adjustments in their respective books of accounts in respect of their respective shares of the incomings and outgoings of and from the New Buildings.

10.5 **FINAL ACCOUNTS:** After fulfillment of this agreement or at such time as the parties mutually agree, the final accounts pertaining to the entire period of continuance of this agreement shall be made and finalized by the parties.

10.6 **CONCLUSIVITY OF ACCOUNTS:** The accounts of the New Buildings as on any given date shall be deemed to be final and accepted (save for any errors or omissions on the face of the record) if no objection from any party is received in respect thereon within 45 days of such given date.

10.7 **EXTRAS & DEPOSITS:**

Any Extras and Deposits, as stipulated in the **FOURTH SCHEDULE** hereto, that may be taken from the Transferees shall be taken and utilized separately by the Developer and the Owners shall have no concern therewith.

10.8 **DELIVERY TO TRANSFEREES:** The Developer shall deliver possession of the areas agreed to be transferred to the respective Transferees and subject to the concerned Transferee not being in any default of their obligations.

10.9 **FORMAT:** All documents of transfer or otherwise shall be such as be drafted by Advocates, as may be decided by the Developer.



10.10 **LOANS BY TRANSFEREES:** The Transferees shall be entitled to take loans for the purpose of acquiring specific Units and Transferable Areas launched from banks, institutions and entities granting such loans. The Owners and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents etc. as be required in this regard by such banks, institutions and entities Provided That there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Project/Said Premises except the flat/unit and appurtenances under sale or Transfer and save those occasioned due to cancellation of the agreement with the Transferee and to the extent to be mentioned in the agreement for sale to be entered with them.

10.11 **RECORDS AND INSPECTION:** Each party shall maintain the respective records of Transfer of the New Buildings at the Said Premises.

11 COMMON PURPOSES AND MAINTENANCE IN-CHARGE:

11.1 **COMMON PURPOSES:** All Transferees shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Developer and adopted for or relating to the Common Purposes in consultation with the Owners.

11.2 **MAINTENANCE IN-CHARGE:** The Developer may at its discretion form the Maintenance Company for the Common Purposes of management and maintenance of the New Buildings and collection and disbursement of Common Expenses and till such time as the Association is formed and handed over the charge of administering the Common Purposes or such other time as the Developer may desire, the Developer or its nominee shall be in charge of the administration for the Common Purposes. Subject to the laws for the time being in force, all the New Buildings shall be under one Associations and the membership of the same shall be taken by the Co-owners accordingly. It is expressly agreed and understood that so long as the Developer or its nominee be the Maintenance In-charge, the Owners and/or their nominees or transferees shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred.

12 COVENANTS BY THE OWNERS:

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

12.1.1 The Owners shall sign, execute, submit and deliver all applications, undertakings, declarations, affidavits, plans, letters and other documents and do all acts deeds and things as may

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be required by the Developer in connection with the obtaining any modification/alteration to the sanctioned Building Plans and for obtaining any clearance and/ or approvals required to be obtained by the Developer for commencing or carrying out the Development of the New Buildings at the Said Premises.

12.1.2 For all or any of the purposes contained hereinabove and required by the Developer, the Owners shall render all assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time promptly and without any delay, failing which the time periods for construction by the Developer shall stand automatically extended by the periods of delay on the part of the Owners.

12.1.3 With effect from the date of execution hereof, the Owners shall neither deal with, transfer, let out or create any Encumbrance in respect of the Said Premises or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.

12.1.4 That the Owners shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Developer.

12.1.5 That the Owners shall not cause any interference or hindrance in the modification/addition/alteration of the sanctioned Building Plans in terms hereof, construction and development at the Said Premises by the Developer and/or Transfer of the Transferable Areas and not to do any act deed or thing whereby any right of the Developer hereunder may be affected.

12.1.6 That the Owners shall ensure that they shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement and shall keep the Developer and all persons deriving right from the Developer fully saved harmless and indemnified from and against all losses, damages, costs, claims, demands, actions or proceedings that may be suffered or incurred by them or any of them in this regard.

12.1.7 The Owners will bear and pay any tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force on the Owners' Share of Realization.

12.2 **COVENANTS BY THE DEVELOPER:** The Developer do hereby covenant with the Owners as follows:-





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12.2.1 The Developer agrees not to do any act deed or thing whereby any right or obligation of the Owners hereunder may be affected or the Owners are prevented from making or proceeding with the compliance of the obligations of the Owners hereunder.

12.2.2 The Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and shall not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.

12.2.3 The Developer shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Owners but may enter upon joint venture, collaboration, tie-up with any person and also to appoint sub-developer as the Developer may deem fit and proper. However the obligations of the Developer hereunder shall not be affected thereby.

13 FORCE MAJEURE: Notwithstanding anything elsewhere to the contrary contained in this Agreement, the parties hereto shall not be considered to be in default in performance of the obligations or be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the force majeure circumstances and time for performance shall remain suspended during the duration of the force majeure.

14 POWERS OF ATTORNEY:

14.1 The Owners shall with the execution of these presents execute and/or register one or more Powers of Attorney in favour of the Developer and/or the Developers' nominated persons being namely Mr. Ashok Saraf, and Mr. Suhel Saraf or such other person as may be nominated from time to time granting all necessary powers and authorities to effectuate and implement this Agreement (including for preparation and sanction of the revised Building Plans, construction and development of the Said Premises, sale or otherwise transfer of the Transferable Areas and all share right title and interest of the Owners in the New Buildings) and also otherwise under this Agreement and agree that the same shall subsist during the subsistence of this Agreement.

14.2 It is understood that to facilitate the construction of the New Buildings at the said Premises, various acts deeds matters and things not herein specified may be required to be done by the Developer for which the Developer may need the authority of the Owners for making or signing of various applications and other documents relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts deeds matters and things

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as may be reasonably required by the Developer to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.

14.3 The said power or powers of attorney to be so granted by the Owners to the Developer and/or its nominee/s shall form an integral part of this Agreement ~~and the Owners shall not be entitled to modify or alter the same without the prior written consent of the Developer.~~ X PR AS

15 MORTGAGE:

15.1 The Owners hereby agree, undertake and acknowledge that the Developer shall be entitled, to obtain loans and / or advances from the Banks and / or Financial Institutions and / or Housing Finance Companies (HFC) and / or Non- Banking Financial Companies (NBFCs) as may from time to time be required specifically and only for carrying out and completing the New Buildings and not for any other purpose by creating charge over the Said Premises and for that to deposit of original title deeds and/or creating mortgage of and in respect of the Said Premises or any part thereof on such terms and conditions as the Developer shall think proper and in this regard, if so required, the Developer may deposit the original Title Deeds with the Bank/Financial Institution /HFC/NBFC and to collect back the same on re-payment of the dues.

15.2 To enable the Developer to raise finance exclusively for development of the Said Premises and/or for construction of the New Buildings, the Owners shall extend their co-operation and assistance as may be required for obtaining such loans and advances from the Banks and / or Financial Institutions and / or Housing Finance Companies and / or Non- Banking Financial Companies (NBFCs) and / or any other financial entity. The Owners for such purpose shall grant Power of Attorney, wherein, the Developer and or its nominee or nominees would be empowered to represent the Owners to create charge in favour of the Banks and / or Financial Institutions and / or Housing Finance Companies and / or Non Banking Financial Companies (NBFCs) and / or any other financial entity.

15.3 The Developer shall solely and exclusively be responsible to repay the loans and advances, which the Developer may obtain as aforesaid as also to pay all interest thereon and charges related thereto and in this regard the Owners shall not be liable or responsible in any manner what so ever.

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15.4 The Developer shall keep the Owners as also the Said Premises and/ or the said project absolutely indemnified and harmless against repayment of such loans and advances including interest and all other connected obligations and liabilities and against any loss, damage, cost, claim, demand, action, prosecution or proceeding as may be suffered or incurred by the Owners or any buye transferee in the New Buildings in this regard.

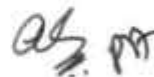
16 GENERAL:

16.1 **ENTRY:** As a purpose incidental to carrying out the development of the Said Premises in terms hereof, the Owners shall allow the Developer to enter upon and carry out necessary works without either delivery or acceptance of any form of possession by the Owners to the Developer. It is hereby expressly agreed by and between the parties hereto that the possession of the Said Premises shall not be given or intended to be given to the Developer under any circumstances whatsoever including in part performance as contemplated by Section 53A of the Transfer of Property Act 1882 read with Section 2 (47)(v) of the Income Tax Act 1961. It is expressly agreed and declared that the possession, juridical or otherwise, of the Said Premises shall always remain vested in the Owners

16.2 **PROPERTY TAXES AND OUTGOINGS:** Till the date of execution hereof all taxes and outgoings (including arrears) on account of municipal/property tax, land tax and other outgoings shall be borne and paid by the Owners and those arising for the period hereafter and until Completion of Construction shall be borne and paid by the Developer Provided That upon construction of any phase of development at the Said Premises, all taxes and outgoings shall be borne paid and discharged by the Transferees and for non alienated areas by the parties hereto in the Agreed Ratio.

16.3 GST AND TDS:

16.3.1 The parties shall respectively discharge statutory compliances in respect of TDS or Income Tax related compliances as well as Goods and Service Tax in respect of their respective rights, benefits and obligations under or arising out of this agreement. As for the Transferable Areas, the Developer shall be solely responsible for the compliances of collection and deposit of Goods and Service Tax. If there be any statutory requirement which obliges the Owners to register or pay, then the Owners shall comply with same.




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16.3.2 Save those agreed to be complied with by the Developer hereunder, the parties shall respectively discharge statutory compliances in respect of Goods and Service Tax collections or payments and any other statutory compliance in respect of this agreement. It is clarified that any Goods and Service Tax that may be applicable on unsold areas on the date of grant of completion certificate shall be paid by the parties in the Agreed Ratio.

16.4 **REAL ESTATE LAWS:** The Developer shall comply with all necessary requirements under the Real Estate Laws and required to be complied with by a Developer of a building and the Owners shall co-operate and assist the Developer in respect thereof and shall also comply with all necessary requirements under the Real Estate Laws required to be complied with by a land owner.

16.5 **FINAL DECISION IN RESPECT OF MATTERS TO BE CONSULTED:** Except as specifically provided in this Agreement to the contrary, in all those matters agreed to be decided or carried out by the Developer in consultation with the Owners, if there is any dispute or lack of consensus on any point or issue, the decision of the Developer on such point or issue shall be final and binding on the Owners.

16.6 **INDEMNITY BY OWNERS:** At all times hereafter the Owners hereto shall indemnify and agree to keep the Developer, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising due to any representation of the Owners being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Owners.

16.7 **INDEMNITY BY DEVELOPER:** At all times hereafter the Developer hereto shall indemnify and agree to keep the Owners, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Owners and arising due to any representation of the Developer being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Developer.

16.8 **NO PARTNERSHIP OR AOP:** The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed

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as a partnership between the Parties in any manner nor shall the Parties constitute an Association of Persons (AOP).

16.9 NOT A PRESENT TRANSFER: Nothing in this Agreement is intended to or shall be construed as a transfer of possession of the Said Premises at present in favour of the Developer.

16.10 WAIVERS: Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. A waiver on any occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.

16.11 ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written oral or implied.

16.12 PART UNENFORCEABILITY: If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.

16.13 MODIFICATIONS: No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by the Owners and the Developer.

16.14 CHANGE IN CONSTITUTION: It is further expressly clarified that notwithstanding any amalgamation, merger, demerger etc., of any of the parties, this Agreement as well as the Power/s of Attorney to be executed by the parties in pursuance hereof, shall remain valid and effective and automatically bind all the successors or successors-in-office of the parties.

16.15 NAME: The New Buildings shall be known by any name as be decided by the Developer.





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17 DEFAULTS:

17.1 If at any time hereafter it shall appear that any of the parties hereto has failed and/or neglected to carry out its obligations under this Agreement or to extend full cooperation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by them from the defaulting party without prejudice to its other rights hereunder.

17.2 The parties will refer to any disputes or differences between them to the Arbitration Tribunal as morefully provided hereinafter and accept and abide by the award made therein.

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

19. ARBITRATION: All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents and/or the Said Premises or determination of any liability shall be referred to arbitration and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment for the time being in force. In connection with the said arbitration, the parties have agreed and declared as follows:

19.1 The Arbitration Tribunal shall have summary powers and will be entitled to lay down their own procedure.

19.2 The Arbitration Tribunal will be at liberty to give interim orders and/or directions.

19.3 The parties agree to abide by all their directions and/or awards and not to challenge the same in any manner whatsoever or howsoever.

20 JURISDICTION: Only the Calcutta High Court and those having territorial jurisdiction over the Said Premises 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
THE SAID PREMISES

ALL THOSE the pieces and parcels of land together with the structures thereon containing an area of 103 decimals equivalent to 62 Kottahs 5 Chattack 1.68 sft (more or less) as per deeds and having an area of 3620.06 sq.mtrs (more or less) as per the physical measurement bordered in RED on the plan thereof annexed hereto, lying situate at Mouza Kusumba, Pargana Madanmalla, J.L. No. 50, R.S. No. 138, Touzi No. 259, Police Station : Sonarpur, Sub Registration Office : Sonarpur, in the District of 24 Parganas (South) numbered as Municipal Premises No. 709, Kusumba, (Previously part of larger holding no. 710 Kusumba), P.O. Narendrapur, Kolkata-700103, within the limits of ward no. 7 of the Rajpur- Sonarpur Municipality and comprised in the L.R. Khatian Nos. 2831, 2832, 2833 and 2834 and the following several Dag numbers.

L.R. Dag No.	R.S. Dag No.	Area (Decimals)
1841	1759	17.0
1844	1762	36.0
1845	1763	3.0
1847	1765	21.0
1848	1766	16.0
1849	1767	10.0
	Total Area	103 Decimals

Equivalent to 62 Kottahs 5 Chattack 1.68 sft

ON THE EAST - By others land
ON THE SOUTH - By others land
ON THE WEST - By others Land
ON THE NORTH - By Public Road/ By Others Land

THE SECOND SCHEDULE ABOVE REFERRED TO
(SPECIFICATIONS)

Specifications of construction & Fittings and Fixtures to be provided in the proposed Unit.

Super Structure : RCC Frames Structure







ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA

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Walls	: Plaster of Paris/Putty/Gypsum finish on wall surface
Flooring	: Vitrified tiles in the bed rooms, living/dining room.
Kitchen	: Marble/Granite counter top. Stainless steel sink. Glazed tiles up to 2 feet above the kitchen counter. Flooring : Ceramic Tiles. Exhaust Point.
Toilet	: Flooring : Antiskid Ceramic Tiles. Glazed tiles up to door height Exhaust point.
Doors	: Main Doors – wooden panel doors (polished) Bedroom Doors:- Flush doors (laminated) Wooden door frames. Toilet Doors:- Flush doors (laminated) wooden door frames.
Windows	: Aluminum windows with clear glass Glazing; MS Grills (at extra cost).
Sanitary ware	: White glazed sanitaryware; Chromium plated fittings
Electricals	: Concealed copper wiring; Cable TV points in the living room; Power point in the Kitchen. AC point in all the Bedrooms and the living / dining room. Geyser point in all the toilets. Exhaust point in kitchen. Modular switches of reputed make.
Generator	: Provision for standby supply power in every Villa (at extra cost.) (2 KW)

THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON PARTS / PORTIONS)

Generator
CCTV system/ 24 hours security
Water connection
Underground water reservoir
Drains, sewers, pipelines
Driveways and pathways
Common Toilet,
Boundary walls and main gates
Fire fighting system
Air conditioned Community Hall (multi purpose)






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OFFICES-I, KOLKATA.

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Library

Indoor games room with Table Tennis (multi purpose)

THE FOURTH SCHEDULE ABOVE REFERRED TO:

EXTRAS AND DEPOSITS

1. EXTRAS shall include:

- (i) Additions or alterations made in the units at the instance of the Purchasers.
- (ii) Any type of taxes like GST, local taxes and any other statutory levy or tax etc., payable to any government authority or local body (without however affecting the provisions in respect thereof under the operative part of the agreement above).
- (iii) Any EDC/IDC charges payable to any government authority or any local body etc.
- (iv) All costs, charges, deposits and expenses on account of bringing electricity lines/connections, HT & LT power (including Sub-station, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts payable to the electricity service provider.
- (v) Security or any other deposit (including minimum deposits or any deposit by any name called) and all amounts or increases thereof payable to the electricity/ service provider for electricity/ and any other connection or service that may be required in the New Buildings.
- (vi) All costs, charges and expenses on account of one or more generators and like other power-backup equipment and all their accessories (including cables, panels and the like) for the New Buildings in common with all the Villas.
- (vii) Betterment fees, development charges, and other levies taxes duties and statutory liabilities that may be charged on the said Premises or the New Buildings or the Units or on their Transfer or construction partially or wholly, as the case may be.
- (viii) Cost of formation of Association.
- (ix) Costs for development and maintenance of the recreation centre.
- (x) Legal documentation charges.

2. DEPOSITS (which shall be interest free) shall include Deposit on account of maintenance charges, electricity, other facilities, common expenses, rates and taxes, sinking fund etc.





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THE FIFTH SCHEDULE ABOVE REFERRED TO
CHAIN OF TITLE

1. **WHEREAS** by a conveyance dated 22nd February, 2011 made between Shyamdas (alias Shyamdas Lalwani alias Shyamdas Tharoomal) therein referred to as the 'Vendors' of the one part and the abovenamed vendors all therein jointly referred to as the 'Purchasers' of the other part and registered in Book No. 1, CD Volume No.04, pages from 146 to 169 being No. 01443 for the year 2011 at the office of the Additional Registrar of Assurances-I, Kolkata, the said therein named vendors for the consideration and in the premises therein stated sold and the above named Vendors purchased ALL THOSE pieces or parcels of lands of diverse natures containing an area of 46 Cottahs 11 Chittacks and 26.28 square feet (more or less) together with twenty very old tin shed residue tiles units standing on part of the said lands comprised in J.L. No. 50, L.R. Khatian No. 1741 (after B.L.R.O Mutation L.R. Khatian Nos. 2831, 2832, 2833, 2834) being a portion of Municipal Holding No. 709 Kusumba and a portion of Municipal Holding No. 710 Kusumba within Ward No. 7 of The Rajpur-Sonarpur Municipality and recorded in the following R.S. Dag Nos., L.R. Dag Nos., lying situate in Mouza-Kusumba P.S. Sonarpur, P.O. Narendrapur, Sub-Registration office at Sonarpur, L.R. Khatian No. 1741 , Pargana Madanmolla, District-24 Parganas (South) and the particulars of which lands are stated hereunder –

R.S. Dag	R.S. Khatian	L. R. Dag No.	Land Area
1759	553	1841	17.0
1765	563	1847	21.0
1762	315	1844	13.23
1766	529	1848	16.0
1767	529	1849	10.0
		Grand Total	77.23

46 Cottahs 11 Chittacks and 26.28 square feet Equivalent to 77.23 decimals and the said lands are more fully described in the Schedule thereunder written.

2. **AND WHEREAS** by another conveyance dated 22nd February, 2011 made between (1) Rajesh Lalwani ,(2) Rakesh Lalwani, (3) Mrs. Rhea Sahjwani and (4) Mrs. Babita Sawlani all therein jointly referred to as the Vendors of the first part and the above named vendors all therein jointly referred to as the purchasers of the second part and the said Rajesh Lalwani therein referred to as the Executor of the third part and duly registered in Book No. 1, C.D. Volume No. 04, pages from 1917 to 1936, being No. 01437 for the year 2011, at the office of the Additional Registrar of



ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
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Assurances-I, Kolkata the said therein named vendors for the consideration and in the premises therein stated, the said Executor confirmed having assented to the vesting of the said lands thereby sold in favour of the vendors and the above named vendors purchased all those pieces or parcels of lands of diverse nature containing an area of 13 Cottahs 12 Chittacks and 18.6 square feet together with 35 tin shed residential quarters with cement shed and three tiled tenements all lying situate and being a portion of Municipal holding No. 709 and also Municipal holding No. 173 Kusumba under Ward No. 7 of Rajpur - Sonarpur Municipality on a 19' wide road comprised in J.L. No. 50, L.R. Khatian No. 1741, (after B.L.R.O Mutation L.R. Khatian Nos. 2831, 2832, 2833, 2834) Mouza - Kusumba, P.S. Sonarpur, Sub-Registrar Office at Sonarpur, P.O. Narendrapur, Pargana - Madanmolla, District-24 Parganas (South), recorded in the R.S. Dag Nos. 1762 and the L.R. Dag Nos 1844 .

13 Cottahs 12 Chittacks and 18.6 square feet Equivalent to 22.77 Decimals and the said lands are more fully described in the Schedule thereunder written.

3. AND WHEREAS by another conveyance dated 22nd February, 2011, made between (1) Rajesh Lalwani and (2) Rakesh Lalwani, all therein jointly referred to as the Vendors of the one part and the above named vendors all therein jointly referred to as the purchasers of the other part and registered in Book No. 1, C.D. Volume No. 04 pages from 126 to 145, being No. 01433, for the year 2011, at the office of the Additional Registrar of Assurances - I, Kolkata, the said therein named Vendors for the consideration and in the premises therein stated the said Executor confirmed having assented to the vesting of the said lands thereby sold in favour of the vendors and the above named vendors purchased, ALL THOSE pieces or parcels of Land of diverse nature containing an area of 3 decimals equivalent to 1 Cottahs 13 Chittacks and 1.8 square feet (more or less) lying situate within the limits of Ward No. 7, of the Rajpur Sonarpur Municipality on a 19' wide road recorded in J.L. No. 50, Touzi No. 259, Pargana - Madanmollah, P.O. Narendrapur, District-24 Parganas (South) comprised in R.S. Dag No. 1763, L.R. Dag No. 1845, L.R. Khatian No. 1741, (after B.L.R.O Mutation L.R. Khatian Nos. 2831, 2832, 2833, 2834) Mouza - Kusumba, P.S. Sonarpur, Sub - Registrar Office at Sonarpur, District - 24 Parganas (South) and the said land is more fully described in the Schedule thereunder written.

4. AND WHEREAS the said premises/lands were a part of the larger Holding No. 710, Kusumba. On sub-division of the larger premises the Rajpur- Sonarpur ^{Municipality} ~~renumbered~~ the said premises/lands as Premises No. 709, Kusumba. *as*





ADDITIONAL REGISTRAR
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5. **AND WHEREAS** by a Deed of Exchange dated 27th February, 2013 between the Owners being the Transferors therein and (1) Shankar Prasad Sahani, (2) Santosh Sahani and (3) Jogutiya Debi Sahani being the Transferees therein registered with ARA-I, Kolkata Being No. 01742 for the year 2013, the Transferors transferred an area of 3 Kattahs recorded in R.S. Dag No. 1759 (Mouza Kusumba, Dist 24 Parganas South) in favour of the Transferees and in exchange the Transferees transferred an area of 1 Kattah 8 Chittacks recorded in R.S. Dag No. 1598 (Part) and 1599 (Part) at (Mouza Kusumba, District- 24 Parganas South) in favour of the Transferors.
6. **AND WHEREAS** the said Municipal Holdings/ is also duly mutated in the Joint names of the said Vendors/owners in the records of the Rajpur- Sonarpur Municipality.
7. **AND WHEREAS** the Vendors have obtained the use / nature of land comprised in the said premises being Municipal Holding No. 709 Kusumba converted by the concerned authorities and the Vendors are entitled to use a portion of the land of the said premises for the purpose of construction of new buildings containing self contained residential units / villas.
8. **AND WHEREAS** the Owners have decided to take up the Development of the said Holding No.709 Kusumba containing (by Purchase Deeds) an area of 62 Kottahs 5 Chattacks 1.68 sft equivalent to 4167.88 sq.mtrs. and having an area of 3620.06 sq.mtrs by physical measurement lying situate within Ward No. 7, of the Rajpur - Sonarpur Municipality and the said land is hereinafter referred to as the said 'Land'/'Premises'.
9. **AND WHEREAS** the Owners have applied for sanction of building plan for construction of the new buildings containing self contained independent residential flats and other units on the land of the said Municipal Holding No. 709 Kusumba (hereinafter called the said 'Land/Premises').
10. **AND WHEREAS** the Owners have mutually agreed that the said Promoter shall do the development of the said land of the said Municipal Holding No. 709 Kusumba and the construction of the new buildings thereon or on part thereof containing self contained independent residential/other units with the provision of car parking spaces (open, Mechanical and covered) as may be provided.
11. **AND WHEREAS** the Owners have obtained the sanction of the building plans on the said Land / Premises and the plans are bearing no. SWS-OBPAS/2207/2024/0783 dated 09.05.2024.





2

ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
20 NOV 2024

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

SIGNED, SEALED AND DELIVERED

by the **OWNERS** at Kolkata in the presence of:

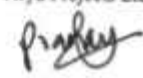
1. 
SUKHENDU SAMANTA
S/O LL SAMADEB SAMANTA
at. Rampur Chak, P.S.: Dabra
P.O.: Shyamchak
Dist: Paschim Midnapur
Pin. 721301, Service

Sugam Griha Nirmaan Ltd.
Erode Merchants Pvt. Ltd.
Alexia Dealers Pvt. Ltd.


Authorised Representative

2. 
ARPITA DEYS
372/22, Shantosh Pally
Phase - II, Baranagar
Kolkata - 700 120

Arya Projects Ltd.

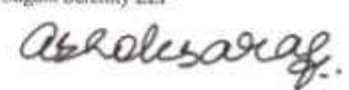

Director

SIGNED, SEALED AND DELIVERED

by the **DEVELOPER** at Kolkata in the presence of:

1. 
SUKHENDU SAMANTA
S/O LL SAMADEB SAMANTA
at. Rampur Chak, P.S.: Dabra
P.O.: Shyamchak
Dist: Paschim Midnapur
Pin. 721301, Service

Sugam Serenity LLP


Partner

2. 
ARPITA DEYS
372/22, Shantosh Pally
Phase - II, Baranagar
Kolkata - 700 120



ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA.
20 NOV 2024

MEMO OF CONSIDERATION & RECEIPT

RECEIVED from the within named Developer the within mentioned sum of **Rs. 4,00,000/-** (Rupees four lakhs only) towards payment of the Security Deposit payable to the Owners in terms hereof as per memo below:-

MEMO OF CONSIDERATION

Sl. No.	Demand Draft/ Cheque Numbers	Date	Bank	Paid to	Amount (Rs.)
1	430351	11.11.2024	HDFC Bank	Sugam Griha Nirmaan Ltd.	1,00,000.00
2	430348	11.11.2024	HDFC Bank	Erode Merchants Pvt. Ltd.	1,00,000.00
3	430349	11.11.2024	HDFC Bank	Alexia Dealers Pvt. Ltd.	1,00,000.00
4	430350	11.11.2024	HDFC Bank	Arya Projects Ltd.	1,00,000.00
				Total	4,00,000.00

WITNESSES:


SUKHENDU SAMANTA
I.S/O L.L. SAHADEB SAMANTA
r/o Pampur Chak, P.S. : Debra
P.O. : Shyamchik
Dist : Paschim Midnapur
Pin. 721301, Service

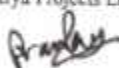
2.


ARPITA DEY
372/22, Shantoshini Pally
Phase - II, Dariajopore
Kolkata - 700 120

Sugam Griha Nirmaan Ltd.

Erode Merchants Pvt. Ltd.
Alexia Dealers Pvt. Ltd.


Authorised Representative
Arya Projects Ltd.


Director

Drafted by
Sandip Mukherjee
Advocate
High Court Calcutta
F 781/783 OF 1998



ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
20 NOV 2024

FINGER PRINTS

Left Hand



Right Hand



Ashok Kumar

Left Hand



Right Hand

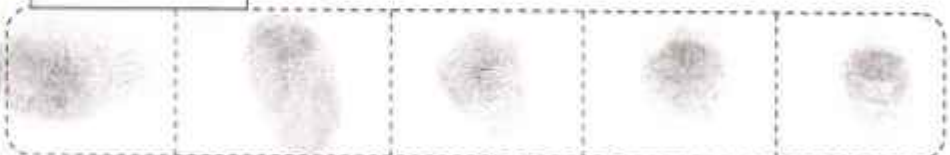


Prakash

Left Hand



Right Hand



Hanulob

Left Hand



Right Hand





ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA

20 NOV 2024



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



191120242028107783

GRIPS Payment Detail

GRIPS Payment ID:	191120242028107783	Payment Init. Date:	19/11/2024 15:09:09
Total Amount:	79042	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	5106614907913	BRN Date:	19/11/2024 15:09:23
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr ASHOK SARAF
Mobile: 9830333712

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192024250281077848	Directorate of Registration & Stamp Revenue	79042
Total			79042

IN WORDS: SEVENTY NINE THOUSAND FORTY TWO ONLY.

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





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



192024250281077848

GRN Details

GRN:	192024250281077848	Payment Mode:	SBI Epay
GRN Date:	19/11/2024 15:09:09	Bank/Gateway:	SBIePay Payment Gateway
BRN :	5106614907913	BRN Date:	19/11/2024 15:09:23
Gateway Ref ID:	243242280116	Method:	HDFC Retail Bank NB
GRIPS Payment ID:	191120242028107783	Payment Init. Date:	19/11/2024 15:09:09
Payment Status:	Successful	Payment Ref. No:	2002932412/2/2024
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	Mr ASHOK SARAF
Address:	4TH FLOOR UNIT 1F SUKH SAGAR HOUSING SOCIETY 2/5 SARAT BOSE ROAD KOLKATA-700020
Mobile:	9830333712
Period From (dd/mm/yyyy):	19/11/2024
Period To (dd/mm/yyyy):	19/11/2024
Payment Ref ID:	2002932412/2/2024
Dept Ref ID/DRN:	2002932412/2/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002932412/2/2024	Property Registration- Stamp duty	0030-02-103-003-02	75021 ✓
2	2002932412/2/2024	Property Registration- Registration Fees	0030-03-104-001-16	4021 ✓
Total				79042

IN WORDS: SEVENTY NINE THOUSAND FORTY TWO ONLY.


ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
20 NOV 2024



SUGAM GRIHA NIRMAAN LTD

CIN: U70109WB1989PLC045956

Regd. Off: - 2/5, Sarat Bose Road, Unit-1F, Kolkata-700020

Ph: 033-46026700; email: companymatters@sugamhomes.

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON TUESDAY, 2nd APRIL, 2024, AT THE REGISTERED OFFICE OF THE COMPANY AT 2/5, SARAT BOSE ROAD, SUKHSAGAR, UNIT-1F, KOLKATA – 700020.

The Company proposes to develop the jointly owned landed property being premises No. 709, Kusumba, P.O- Narendrapur District - South 24 Parganas under Rajpur- Sonarpur Municipality.

RESOLVED THAT MR. BISHWANATH HARALALKA, son of Late Basudev Haralalka, (PAN ABCPH1758F), (Aadhaar No: 686816377880) be and is hereby authorised to sign, authenticate, present and represent the company before Registrar of Assurances, Kolkata as may be required in connection with Joint Development Agreement for Premises No.- 709 Kusumba, Mouza, Kusumba, P.O- Narendrapur, District: South 24 Parganas under Rajpur- Sonarpur Municipality and to sign the Term Sheet / Memorandum of Understanding (as required) and the Joint Development Agreement and to represent the Company before the Registrar of Assurances, Kolkata in connection with the said land.

RESOLVED FURTHER THAT MR. BISHWANATH HARALALKA be and is hereby authorized to sign and execute all documents, allotments, agreements, declarations, affidavits and all related documents and obtain all consideration money in our favour from the allottees / customers and issue money receipts, grant Agreements and appear before the Registrar for the above premises on behalf of the Company."

Certified to be a true copy

For Sugam Griha Nirmaan Limited

Sugam Griha Nirmaan Ltd.



Director / Authorised Signatory

Director

Alexia Dealers Pvt. Ltd.

2/5, Sarat Bose Road, Unit – 1F, Kolkata – 700 020

Ph: 4602-6700 / 6701 / 6702

CIN No- U51909WB2008PTC126236

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON TUESDAY, THE 2ND APRIL, 2024 AT THE REGISTERED OFFICE OF THE COMPANY AT 2/5, SARAT BOSE ROAD, SUKHSAGAR, UNIT-1F, KOLKATA – 700020.

The Company proposes to develop the jointly owned landed property being premises No. 709, Kusumba, P.O- Narendrapur District - South 24 Parganas under Rajpur- Sonarpur Municipality.

RESOLVED THAT MR. BISHWANATH HARALALKA, son of Late Basudev Haralalka, (PAN ABCPH1758F), (Aadhaar No: 686816377880) be and is hereby authorised to sign, authenticate, present and represent the company before Registrar of Assurances, Kolkata as may be required in connection with Joint Development Agreement for Premises No.- 709 Kusumba, Mouza,; Kusumba, P.O- Narendrapur, District: South 24 Parganas under Rajpur- Sonarpur Municipality and to sign the Term Sheet / Memorandum of Understanding (as required) and the Joint Development Agreement and to represent the Company before the Registrar of Assurances, Kolkata in connection with the said land.

RESOLVED FURTHER THAT MR. BISHWANATH HARALALKA be and is hereby authorized to sign and execute all documents, allotments, agreements, declarations, affidavits and all related documents and obtain all consideration money in our favour from the allottees / customers and issue money receipts, grant Agreements and appear before the Registrar for the above premises on behalf of the Company.”

Certified to be a true copy

For Alexia Dealers Pvt. Ltd.

ALEXIA DEALERS PVT. LTD.

Ashokekumar

Director

Erode Merchants Pvt. Ltd.

2/5, Sarat Bose Road, Unit – 4B, Kolkata – 700 020

Ph: 033 4602-6700 / 6701 / 6702

CIN No- U67120WB1995PTC073778

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON TUESDAY, THE 2ND APRIL, 2024 AT THE REGISTERED OFFICE OF THE COMPANY AT 2/5, SARAT BOSE ROAD, SUKHSAGAR, UNIT-4B, KOLKATA – 700020.

The Company proposes to develop the jointly owned landed property being premises No. 709, Kusumba, P.O- Narendrapur District - South 24 Parganas under Rajpur- Sonarpur Municipality.

RESOLVED THAT MR. BISHWANATH HARALALKA, son of Late Basudev Haralalka, (PAN ABCPH1758F), (Aadhaar No: 686816377880) be and is hereby authorised to sign, authenticate, present and represent the company before Registrar of Assurances, Kolkata as may be required in connection with Joint Development Agreement for Premises No.- 709 Kusumba, Mouza, Kusumba, P.O- Narendrapur, District: South 24 Parganas under Rajpur- Sonarpur Municipality and to sign the Term Sheet / Memorandum of Understanding (as required) and the Joint Development Agreement and to represent the Company before the Registrar of Assurances, Kolkata in connection with the said land.

RESOLVED FURTHER THAT MR. BISHWANATH HARALALKA be and is hereby authorized to sign and execute all documents, allotments, agreements, declarations, affidavits and all related documents and obtain all consideration money in our favour from the allottees / customers and issue money receipts, grant Agreements and appear before the Registrar for the above premises on behalf of the Company."

Certified to be a true copy

For Erode Merchants Pvt. Ltd.

ERODE MERCHANTS PVT. LTD.

Ashok Saraf

Authorized Signatory / Director

Director

Major Information of the Deed

Deed No :	I-1901-10176/2024	Date of Registration	20/11/2024
Query No / Year	1901-2002932412/2024	Office where deed is registered	
Query Date	19/11/2024 2:54:41 PM	A.R.A. - I KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Sukhendu Samanta 2/5 Sarat Bose Road, Thana : Bullygunge, District : South 24-Parganas, WEST BENGAL, PIN - 700020, Mobile No. : 8617256700, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 4,00,000/-]		
Set Forth value	Market Value		
Rs. 1,50,006/-	Rs. 9,92,13,736/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,031/- (Article:48(g))	Rs. 4,105/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip. (Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Sonarpur Station Road, Mouza: Kusumba, Premises No: 709, , Ward No: 7 JI No: 50, Pin Code : 700103

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1841 (RS :-)	LR-2831	Bastu	Bastu	17 Dec	1/-	1,84,83,633/-	Property is on Road

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Sonarpur Station Road, Mouza: Kusumba, Premises No: 709, JI No: 50, Pin Code : 700103

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	LR-1844 (RS :-)	LR-2832	Bastu	Bastu	36 Dec	1/-	3,91,41,812/-	Property is on Road
L4	LR-1847 (RS :-)	LR-2831	Bastu	Bastu	21 Dec	1/-	2,28,32,723/-	Property is on Road
L6	LR-1849 (RS :-)	LR-2833	Pukur Parh	Pukur Parh	10 Dec	1/-	1,08,72,725/-	Property is on Road
		TOTAL :			67Dec	3 /-	728,47,260 /-	

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Sonarga Road, Mouza: Kusumba, Premises No: 709, JI No: 50, Pin Code : 700103

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L3	LR-1845 (RS :-)	LR-2834	Bastu	Bastu	3 Dec	1/-	14,67,819/-	Property is on Road
L5	LR-1848 (RS :-)	LR-2832	Pukur	Pukur	16 Dec	1/-	58,71,274/-	Property is on Road
		TOTAL :			19Dec	2 /-	73,39,093 /-	
		Grand Total :			103Dec	6 /-	986,69,986 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1000 Sq Ft.	1,50,000/-	5,43,750/-	Structure Type: Structure
Floor No: 1, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 45 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1000 sq ft	1,50,000 /-	5,43,750 /-	

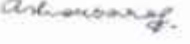
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SUGAM GRIHA NIRMAAN LIMITED 2/5 SARAT BOSE ROAD, City:- Not Specified, P.O:- ELGIN ROAD, P.S:-Bulkygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 Date of Incorporation:XX-XX-1XX9 , PAN No.:: AAxxxxxx4N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	ERODE MERCHANTS PRIVATE LIMITED 2/5 SARAT BOSE ROAD, City:- Not Specified, P.O:- ELGIN ROAD, P.S:-Bulkygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 Date of Incorporation:XX-XX-1XX5 , PAN No.:: AAxxxxxx3F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
3	ALEXIA DEALERS PRIVATE LIMITED 2/5 SARAT BOSE ROAD, City:- Not Specified, P.O:- ELGIN ROAD, P.S:-Bulkygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 Date of Incorporation:XX-XX-2XX8 , PAN No.:: AAxxxxxx2L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
4	ARYA PROJECTS LIMITED COMMERCE HOUSE AT 2, GANESH CHANDRA AVENUE, City:- Not Specified, P.O:- BOWBAZAR, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700013 Date of Incorporation:XX-XX-1XX8 , PAN No.:: AAxxxxxx2C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SUGAM SERENITY LLP 2/5 SARAT BOSE ROAD 1ST FLOOR, City:- Not Specified, P.O:- ELGINE ROAD, P.S:-Bulkygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 Date of Incorporation:XX-XX-2XX4 , PAN No.:: ACxxxxxx8B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Bishwanath Harlalka Son of Late Basudev Harlalka Date of Execution - 11/11/2024, , Admitted by: Self, Date of Admission: 20/11/2024, Place of Admission of Execution: Office		 Captured	
	Nov 20 2024 4:11PM	LT/ 20/11/2024	20/11/2024	
	118/1A Ashutosh Mukherjee Road, City:- Not Specified, P.O:- Bhwanipur, P.S:-Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700025, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Date of Birth:XX-XX-1XX3 , PAN No.:: abxxxxxx8f,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SUGAM GRIHA NIRMAAN LIMITED (as Authorised Signatory), ERODE MERCHANTS PRIVATE LIMITED (as Authorised signatory), ALEXIA DEALERS PRIVATE LIMITED (as Authorised asinatorya)			
2	Name	Photo	Finger Print	Signature
	Mr PRANAY ARYA Son of Mr RAMESH KUMAR ARYA Date of Execution - 11/11/2024, , Admitted by: Self, Date of Admission: 20/11/2024, Place of Admission of Execution: Office		 Captured	
	Nov 20 2024 4:10PM	LT/ 20/11/2024	20/11/2024	
	2 GANESH CHANDRA AVENUE COMMERCE HOUSE, City:- Not Specified, P.O:- BOWBAZAR, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700013, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX6 , PAN No.:: ADxxxxxx8R,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : ARYA PROJECTS LIMITED (as DIRECTOR)			
3	Name	Photo	Finger Print	Signature
	Mr ASHOK SARAF (Presentant) Son of Late SANTOSH KUMAR SARAF Date of Execution - 11/11/2024, , Admitted by: Self, Date of Admission: 20/11/2024, Place of Admission of Execution: Office		 Captured	
	Nov 20 2024 4:10PM	LT/ 20/11/2024	20/11/2024	
	14/2 BURDWAN ROAD ALIPORE, City:- Not Specified, P.O:- ALIPORE, P.S:-Alipore, District:-South 24 -Parganas, West Bengal, India, PIN:- 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX3 , PAN No.:: AJxxxxxx0D,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SUGAM SERENITY LLP (as AS PARTNAR)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SUKHENDU SAMANTA Son of Late SAHADEB SAMANTA RAMPURCHAK, JALIMANDA, City:- Not Specified, P.O:- SHYAMCHAK, P.S:- Debra, District:-Paschim Midnapore, West Bengal, India, PIN:- 712301		 Captured	
	20/11/2024	20/11/2024	20/11/2024
Identifier Of Mr Bishwanath Harlalka, Mr PRANAY ARYA, Mr ASHOK SARAF			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	SUGAM GRIHA NIRMAAN LIMITED	SUGAM SERENITY LLP-4.25 Dec
2	ERODE MERCHANTS PRIVATE LIMITED	SUGAM SERENITY LLP-4.25 Dec
3	ALEXIA DEALERS PRIVATE LIMITED	SUGAM SERENITY LLP-4.25 Dec
4	ARYA PROJECTS LIMITED	SUGAM SERENITY LLP-4.25 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	SUGAM GRIHA NIRMAAN LIMITED	SUGAM SERENITY LLP-9 Dec
2	ERODE MERCHANTS PRIVATE LIMITED	SUGAM SERENITY LLP-9 Dec
3	ALEXIA DEALERS PRIVATE LIMITED	SUGAM SERENITY LLP-9 Dec
4	ARYA PROJECTS LIMITED	SUGAM SERENITY LLP-9 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	SUGAM GRIHA NIRMAAN LIMITED	SUGAM SERENITY LLP-0.75 Dec
2	ERODE MERCHANTS PRIVATE LIMITED	SUGAM SERENITY LLP-0.75 Dec
3	ALEXIA DEALERS PRIVATE LIMITED	SUGAM SERENITY LLP-0.75 Dec
4	ARYA PROJECTS LIMITED	SUGAM SERENITY LLP-0.75 Dec

Transfer of property for L4

Sl.No	From	To. with area (Name-Area)
1	SUGAM GRIHA NIRMAAN LIMITED	SUGAM SERENITY LLP-5.25 Dec
2	ERODE MERCHANTS PRIVATE LIMITED	SUGAM SERENITY LLP-5.25 Dec
3	ALEXIA DEALERS PRIVATE LIMITED	SUGAM SERENITY LLP-5.25 Dec
4	ARYA PROJECTS LIMITED	SUGAM SERENITY LLP-5.25 Dec

Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	SUGAM GRIHA NIRMAAN LIMITED	SUGAM SERENITY LLP-4 Dec
2	ERODE MERCHANTS PRIVATE LIMITED	SUGAM SERENITY LLP-4 Dec
3	ALEXIA DEALERS PRIVATE LIMITED	SUGAM SERENITY LLP-4 Dec
4	ARYA PROJECTS LIMITED	SUGAM SERENITY LLP-4 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	SUGAM GRIHA NIRMAAN LIMITED	SUGAM SERENITY LLP-2.5 Dec
2	ERODE MERCHANTS PRIVATE LIMITED	SUGAM SERENITY LLP-2.5 Dec
3	ALEXIA DEALERS PRIVATE LIMITED	SUGAM SERENITY LLP-2.5 Dec
4	ARYA PROJECTS LIMITED	SUGAM SERENITY LLP-2.5 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	SUGAM GRIHA NIRMAAN LIMITED	SUGAM SERENITY LLP-250.00000000 Sq Ft
2	ERODE MERCHANTS PRIVATE LIMITED	SUGAM SERENITY LLP-250.00000000 Sq Ft
3	ALEXIA DEALERS PRIVATE LIMITED	SUGAM SERENITY LLP-250.00000000 Sq Ft
4	ARYA PROJECTS LIMITED	SUGAM SERENITY LLP-250.00000000 Sq Ft

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Sonarpur Station Road, Mouza: Kusumba, Premises No: 709, Ward No: 7 JI No: 50, Pin Code : 700103

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1841, LR Khatian No:- 2831	Owner:সুগম গ্রহ নির্মাণ প্রাঃ লিমিটেড, Address:2/5 শতভূমি রোড, কোল-20 Classification:বাগ, Area:0.04000000 Acre,	Seller is not the recorded Owner as per Applicant.

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Sonarpur Station Road, Mouza: Kusumba, Premises No: 709, JI No: 50, Pin Code : 700103

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L2	LR Plot No:- 1844, LR Khatian No:- 2832	Owner:অলেক্সিয়া ডিলাক্স প্রাঃ লিমিটেড, Address:2/5 শতভূমি রোড কোল-20, Classification:বাগ, Area:0.09000000 Acre,	Seller is not the recorded Owner as per Applicant.

L4	LR Plot No:- 1847, LR Khatian No:- 2831	Owner: সুখর ব্রহ্ম বিল্ডিং প্রাঃ লিমিটেড, Address: 2/5 শরত বোস রোড, কোল-20 Classification: বন্য, Area: 0.05000000 Acre,	Seller is not the recorded Owner as per Applicant.
L6	LR Plot No:- 1849, LR Khatian No:- 2833	Owner: এডোড মালভেন্ট প্রাঃ লিমিটেড, Address: 2/5 শরত বোস রোড কোল- 20, Classification: কুলা, Area: 0.02000000 Acre,	Seller is not the recorded Owner as per Applicant.

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Sonarga Road, Mouza: Kusumba, Premises No: 709, JI No: 50, Pin Code : 700103

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L3	LR Plot No:- 1845, LR Khatian No:- 2834	Owner: অরুণা স্টেডিস লিমিটেড, Address: 2, শংকর ভদ্র এডিনিটি, কোলকাতা-700 013 . Classification: বন্য, Area: 0.01000000 Acre,	Seller is not the recorded Owner as per Applicant.
L5	LR Plot No:- 1848, LR Khatian No:- 2832	Owner: অয়েলক্রিমা মিলার প্রাঃ লিমিটেড, Address: 2/5 শরত বোস রোড কোল-20, Classification: কুলা, Area: 0.04000000 Acre,	Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number : I - 190110176 / 2024

On 20-11-2024

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

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

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

Presented for registration at 16:06 hrs on 20-11-2024, at the Office of the A.R.A. - I KOLKATA by Mr ASHOK SARAF

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 9,92,13,736/-

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

Execution is admitted on 20-11-2024 by Mr PRANAY ARYA, DIRECTOR, ARYA PROJECTS LIMITED (Public Limited Company), COMMERCE HOUSE AT 2, GANESH CHANDRA AVENUE, City:- Not Specified, P.O:- BOWBAZAR, P.S:- Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700013

Indetified by Mr SUKHENDU SAMANTA, , Son of Late SAHADEB SAMANTA, RAMPURCHAK, JALIMANDA, P.O: SHYAMCHAK, Thana: Debra, , Paschim Midnapore, WEST BENGAL, India, PIN - 712301, by caste Hindu, by profession Service

Execution is admitted on 20-11-2024 by Mr ASHOK SARAF, AS PARTNAR, SUGAM SERENITY LLP (LLP), 2/5 SARAT BOSE ROAD 1ST FLOOR, City:- Not Specified, P.O:- ELGINE ROAD, P.S:-Bullyingunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700020

Indetified by Mr SUKHENDU SAMANTA, , Son of Late SAHADEB SAMANTA, RAMPURCHAK, JALIMANDA, P.O: SHYAMCHAK, Thana: Debra, , Paschim Midnapore, WEST BENGAL, India, PIN - 712301, by caste Hindu, by profession Service

Execution is admitted on 20-11-2024 by Mr Bishwanath Harilalka, Authorised asinatorya, ALEXIA DEALERS PRIVATE LIMITED (Private Limited Company), 2/5 SARAT BOSE ROAD, City:- Not Specified, P.O:- ELGIN ROAD, P.S:- Bullyingunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700020; Authorised Signatory, SUGAM GRIHA NIRMAAN LIMITED (Public Limited Company), 2/5 SARAT BOSE ROAD, City:- Not Specified, P.O:- ELGIN ROAD, P.S:-Bullyingunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700020; Authorised signatory, ERODE MERCHANTS PRIVATE LIMITED (Private Limited Company), 2/5 SARAT BOSE ROAD, City:- Not Specified, P.O:- ELGIN ROAD, P.S:-Bullyingunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700020

Indetified by Mr SUKHENDU SAMANTA, , Son of Late SAHADEB SAMANTA, RAMPURCHAK, JALIMANDA, P.O: SHYAMCHAK, Thana: Debra, , Paschim Midnapore, WEST BENGAL, India, PIN - 712301, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 4,105.00/- (B = Rs 4,000.00/- ,E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 4,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 19/11/2024 3:09PM with Govt. Ref. No: 192024250281077848 on 19-11-2024, Amount Rs: 4,021/-, Bank: SBI EPay (SBlePay), Ref. No. 5106614907913 on 19-11-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 10.00/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 50179, Amount: Rs.10.00/-, Date of Purchase: 13/09/2024, Vendor name: J CHATTERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 19/11/2024 3:09PM with Govt. Ref. No: 192024250281077848 on 19-11-2024, Amount Rs: 75,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 5106614907913 on 19-11-2024, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2024, Page from 385542 to 385595
being No 190110176 for the year 2024.



Pradipta

Digitally signed by PRADIPTA KISHORE GUHA
Date: 2024.12.04 12:01:55 +05:30
Reason: Digital Signing of Deed.

(Pradipta Kishore Guha) 04/12/2024
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
West Bengal.

DATED THIS 11th DAY OF NOVEMBER 2024

BETWEEN

SUGAM GRIHA NIRMAAN LTD. & OTHERS
(OWNERS)

AND

SUGAM SERENITY LLP
(DEVELOPER)

DEVELOPMENT AGREEMENT
RE : PRE. NO. 709 KUSUMBA, P.S. SONARPUR,
DIST: 24 PARGANAS (SOUTH)