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> Additional Registrar of Assurances-IV Kolkata

Additional Registrar of Additional Registra.
Assurances-IV, Kolka DEVELOPMENT AGREEMENT

1 8 JUL 2025

THIS AGREEMENT made on this the ...... 12. H. day of July, Two Thousand and Twenty Five [2025]

#### BETWEEN

USHA GRIHA NIRMAN PRIVATE LIMITED 2) SAMAIRA EXPORTS PRIVATE

LIMITED, having their registered office at PS Srijan Corporate Park, Tower - 2, Office No. 202, Block - GP, Sector - V, Salt Lake, Kolkata - 700091, Police Station -Electronics Complex, Post Office: Sech Bhawan, represented by its authorized I signatory, Mr. Raj Kumar Agarwal, son of Late Shyam Sundar Agarwal, Indian

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citizen, by faith Hindu, by occupation Service, residing at 30/1 Ramlal Dutta Road, Bhadrakali, Police Station - Uttarpara, Post Office - Bhadrakali, Pin: 712232, 3) JAGMATA INFOTECT LLP, 4) SHIVACHALLISA INFOTECH LLP, having their registered office at 187, Maharshi Debendra Road, Kolkata - 700006, Police Station - Jorabagan, Post Office - Pathuriaghata, represented by its Authorised Signatory, Mr. Raj Kumar Agarwal, son of Late Shyam Sundar Agarwal, Indian citizen, by faith Hindu, by occupation Service, residing at 30/1 Ramlal Dutta Road, Bhadrakali, Police Station - Uttarpara, Post Office - Bhadrakali, Pin: 712232 ISOMETRIC PROPERTIES PRIVATE LIMITED, 6) WHITE SQUARE PROPERTIES PRIVATE LIMITED, having their registered office at E 406, City Centre I, Salt Lake, Kolkata - 700064, Police Station - Bidhannagar, Post Office - CC Block, duly represented by its Authorised Signatory, Mr. Raj Kumar Agarwal, son of Late Shyam Sundar Agarwal, Indian citizen, by faith Hindu, by occupation Service, residing at 30/1 Ramlal Dutta Road, Bhadrakali, Police Station - Uttarpara, Post Office -Bhadrakali, Pin: 712232, hereinafter collectively referred to as 'the LAND OWNERS" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors, successors-inoffice/interest, nominees and/or assigns) of the FIRST PART;

#### AND

VINAYAK SURYA CONSTRUCTION LLP, having it's registered office at PS Srijan Corporate Park, Tower - 2, Office No. 202, Block - GP, Sector - V, Salt Lake, Kolkata - 700091, Police Station – Electronics Complex, Post Office : Sech Bhawan, represented by its authorized signatory, Mr. Raj Kumar Agarwal, son of Late Shyam Sundar Agarwal, Indian citizen, by faith Hindu, by occupation Service, residing at 30/1 Ramlal Dutta Road, Bhadrakali, Police Station - Uttarpara, Post Office – Bhadrakali, Pin : 712232, hereinafter referred to as "the DEVELOPER / CO-OWNER" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors, successors-in-office/interest, nominees and/or assigns) of the SECOND PART;



1 8 JUL 2025

#### WHEREAS:

#### **ARTICLE I: DEFINITIONS**

In these presents, unless there be something contrary or repugnant to the subject or context, the following shall be considered as:

- as *Bahutal Abasan*, measuring an area of **45 Cottahs**, more or less, appertaining to R.S./L.R. Dag No. 25/854, comprised in R. S. Khatian No. 623 corresponding to L.R. Khatian Nos. 7049, 7050, 7051, 7052, 7053, 7054, 7055, within Mouza Joka, J.L. No. 21 (now 121), Police Station Thakurpukur, District South 24 Parganas and being Municipal Premises Nos. 50A, Bakra Hat Road, Assessee No. 711440205396, Kolkata: 700104 within Ward No. 144 of the Kolkata Municipal Corporation, more fully and specifically described in the "FIRST SCHEDULE".
- b) "Building Plan" shall mean the Sanction Plan, vide Sanction / Building Permit No. 2025160118, Dated: 19.06.2025, and one or more Building Permits and Plans from time to time issued and sanctioned by the Kolkata Municipal Corporation for construction of a Ground Plus Thirteen Storied Building or any of them at the said land and shall include all modifications and/or alterations thereto made in terms hereof as also all extensions and/or renewals thereof.
- c) "Appropriate Authorities" shall mean the Central or State Government or any Department thereof and includes any Local Authority or Statutory Bodies or authorities having jurisdiction including Kolkata Municipal Corporation, Kolkata Improvement Trust, Planning Authority, Development Authority, B.L.&L.R.O., D.L.&L.R.O., Collector, electricity provider, water providers, utility providers, Police Authorities, Pollution Control Authorities, Fire Service Authorities, PWD and shall also include any Government Company.
- d) "Common Areas and Installations" shall mean such parts, portions and areas in the Project Site which the Second Party identifies or earmarks for the time being



# Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary





CD	IDC	Day	/man	+ D	lotail
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**GRIPS Payment ID:** 

140720252015896640

Payment Init. Date:

14/07/2025 18:03:48

**Total Amount:** 

75041

No of GRN:

1

Bank/Gateway:

SBI EPay

**Payment Mode:** 

SBI Epay

BRN:

5782689578536

**BRN Date:** 

14/07/2025 18:04:08

**Payment Status:** 

Successful

Payment Init. From:

Department Portal

**Depositor Details** 

Depositor's Name:

Mr Piyush Beriwal

Mobile:

9831088659

### Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192025260158966418	Directorate of Registration & Stamp Revenue	75041

Total

75041

IN WORDS:

SEVENTY FIVE THOUSAND FORTY ONE 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





GRN Details			
GRN:	192025260158966418	Payment Mode:	SBI Epay
GRN Date:	14/07/2025 18:03:48	Bank/Gateway:	SBIePay Payment Gateway
BRN:	5782689578536	BRN Date:	14/07/2025 18:04:08
Gateway Ref ID:	1045197016	Method:	ICICI Bank - Corporate NB
<b>GRIPS Payment ID:</b>	140720252015896640	Payment Init. Date:	14/07/2025 18:03:48
Payment Status:	Successful	Payment Ref. No:	2001919126/1/2025
			[Query No/*/Query Year]

**Depositor Details** 

Depositor's Name:

Mr Piyush Beriwal

Address:

CD 205 Salt Lake Sector 1

**Mobile:** 9831088659 **Period From (dd/mm/yyyy):** 14/07/2025

2001919126/1/2025

Period To (dd/mm/yyyy):

14/07/2025

Payment Ref ID:

2001919126/1/2025

Dept Ref ID/DRN:

2001919126/1/2025

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001919126/1/2025	Property Registration- Stamp duty	0030-02-103-003-02	75020

Property Registration-Registration Fees

Total 75041

0030-03-104-001-16

IN WORDS: SEVENTY FIVE THOUSAND FORTY ONE ONLY.

to be for common use by all or any one or more of the Transferees or any other person in common with the parties hereto and include any variations or relocations thereof as may be made by the Second Party therein or thereto from time to time. A list of tentative Common Areas and Installations is given in the SECOND SCHEDULE hereto.

- e) "Common Purposes" shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the transferees thereof; collection and disbursement of the common expenses; the purpose of regulating mutual rights, obligations and liabilities of the transferees thereof; and dealing with all matters of common interest of the transferees thereof;
- f) GROSS REVENUE shall mean and include all amounts realised by the Developer on any head or account arising out of or relating to the Project whether or not from Intending Purchasers for sale of Units at the said premises with or without Car Parking Spaces, MLCP and all other realisations from or arising out of or relating to the said premises or in any manner attributable thereto.

Deposit for electricity, water connection, cost of formation of maintenance agency, deposits, security received from Intending Purchasers of Units and other spaces areas rights or benefits at the said premises or any money received for any other mutually decided or specified.

g) "Force Majeure" shall mean any event or combination of events or circumstances beyond the control of a Party, which cannot be prevented or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under this Agreement including (a) Acts of God i.e. fire, draught, flood, earthquake, storm, lightning, epidemics and other natural disasters; (b) Explosions or accidents, air crashes; (c) General strikes and/or lock-outs (not being any strike or lockout by agents or staff of the Second Party

or its appointee at the construction site), civil disturbances, curfew etc.; (d) Civil commotion, insurgency, war or enemy action or terrorist action; (e) Change in Law, Rules and Regulations, injunctions, prohibitions, or stay granted by court of law, Arbitrator, Government; (t) Non availability or shortage of steel, cement and other construction materials and/or of water or electricity or other utility required for construction; (g) Any other event or circumstances beyond the reasonable control of the parties.

## ARTICLE II: REPRESENTATIONS, BACKGROUND & RECITALS

#### 2. BACKGROUND:

2.1 One Rasik Chandra Manna, for a valuable consideration, had purchased **ALL THAT** piece or parcel of shali Land measuring an area of 98 Decimals, more or less, appertaining to C.S. Dag No. 25/854, comprised in Khatian No. 330, within Mouza - Joka, J.L. No. 21, Police Station – Behala, District - South 24 Parganas along with other lands from one (i) Pulin Behari Naskar, (ii) Dinuram Naskar and (iii) Manik Chandra Naskar, all sons of Chandi Charan Naskar by virtue of a Bengali Deed of Sale, dated 13<sup>th</sup> June, 1933 registered with the Joint Sub-Registrar of Alipore at Behala in Book No. I, Volume No. 18, Pages from 23 to 25, Being No. 1137 for the year 1933.

2.2 The said Rasik Chandra Manna, a Hindu governed by the Dayabhaga school of Hindu law, while being seized and possessed of the said Land as an absolute owner died intestate in or about the year 1952, before coming into force of the Hindu Succession Act, 1956, leaving behind him surviving at the time of his death his widow Taru Bala Manna (since deceased) and two sons namely Binoy Chandra Manna and Sushil Kumar Manna alias Sushil Chandra Manna, as his legal heirs and representatives who jointly inherited the estate of the said Rasik Chandra Manna including the said Land.

2.3 in view of the above the said two sons namely Binoy Chandra Manna and Sushil Kumar Manna alias Sushil Chandra Manna became the absolute owners of  $2/3^{\rm rd}$  undivided share in the said Land and the said mother namely of Taru Bala Manna (since

deceased) became the limited interest of remaining  $1/3^{\rm rd}$  undivided share in the said Land.

2.4 During the Revisional Settlement operation the entire said Land left by the said Rasik Chandra Manna stood recorded in the names of his two sons namely the said Binoy Chandra Manna and Sushil Kumar Manna alias Sushil Chandra Manna in equal shares and accordingly final R.S. record of rights was published under R.S. Khatian No. 623. Thereafter, while the L.R. record of rights was finally published, the said R.S. record of rights was duly considered and accordingly the names of the said Binoy Chandra Manna and Sushil Kumar Manna alias Sushil Chandra Manna were recorded in respect of the said Land under L.R. Khatian Nos. 1039 and 1792 respectively.

2.5 Meanwhile after demise of the said Rasik Chandra Manna in 1952 the said Taru Bala Manna (since deceased) had been living with her sons, namely Binoy Chandra Manna and Sushil Kumar Manna alias Sushil Chandra Manna and became absolute owners of her undivided  $1/3^{\rm rd}$  share in the said Land after enforcement of the Hindu Succession Act, 1956.

2.6 And for peaceful enjoyment of the said Land, the said two brothers amicably divided the said Land in two portions being the "northern portion" and the "southern portion" of the said Land and the northern portion being the northern half of the said Land containing about 49 Decimals was exclusively and forever allotted to Binoy Chandra Manna and the southern portion being the southern half of the said Land containing about remaining 49 Decimals was exclusively and forever allotted to Sushil Kumar Manna alias Sushil Chandra Manna. Thereafter, the said two brothers Binoy Chandra Manna and Sushil Kumar Manna alias Sushil Chandra Manna constructed dwelling houses and other structures in their respective portions and have been possessing and enjoying the same by paying respective property taxes regularly and punctually to the concerned authorities.

2.7 The said Land was originally under limit of the Joka – II Gram Panchayat but in the year 2012, the said Joka – II Gram Panchayat was merged into the Kolkata Municipal

Corporation and the Kolkata Municipal Corporation took over the charges of the said Gram Panchayat. Therefore, since 2012 the said Land has been under the extended limit of Kolkata Municipal Corporation within Ward No. 144.

2.8 While the portion measuring 49 Decimals allotted to the said Binoy Chandra Manna was assessed by the Kolkata Municipal Corporation vide Assessee No. 711440201238 and numbered as 48, Bakrahat Road, the portion measuring 49 Decimals allotted to Sushil Kumar Manna alias Sushil Chandra Manna was assessed by the Kolkata Municipal Corporation vide Assessee No. 711440201391 and numbered as 50, Bakrahat Road.

2.9 The said Taru Bala Manna, while being seized and possessed of her undivided share in the said Land, died intestate on 8th December, 2002 leaving behind her surviving at the time of her death her said two sons namely Binoy Chandra Manna and Sushil Kumar Manna alias Sushil Chandra Manna and two daughters namely Subodh Bala Manna (since deceased) and Abodh Bala Manna (since deceased) as her only heirs and legal representatives who jointly inherited the estate of their mother, the said Taru Bala Manna in equal shares including her undivided share in said Land and became the absolute joint owners thereof as per provisions of the Hindu Succession Act, 1956.

2.10 The said Subodh Bala Manna, being spinster, died intestate on 13<sup>th</sup> November, 2014 leaving behind her, the said only sister Abodh Bala Manna and the said two brothers, namely Binoy Chandra Manna and Sushil Kumar Manna alias Sushil Chandra Manna as her only heirs and legal representatives who jointly inherited the estate of their sister, Subodh Bala Manna including her share in the said Land each having equal share therein under the provisions of the Hindu Succession Act, 1956.

2.11 The said Abodh Bala Manna, being spinster, died intestate on 24th December, 2021 leaving behind her, the said two brothers, namely Binoy Chandra Manna and Sushil Kumar Manna alias Sushil Chandra Manna as her only heirs and legal representatives who jointly inherited the estate of their sister, Abodh Bala Manna including her share in the said Land each having equal share therein under the provisions of the Hindu Succession Act, 1956.

- 2.12 In view of the above, the said Binoy Chandra Manna and Sushil Kumar Manna alias Sushil Chandra Manna have become the joint owners of the Said Land absolutely and forever free from all encumbrances whatsoever.
- 2.13 During peaceful possession over the Said Land, Binoy Chandra Manna and Sushil Kumar Manna alias Sushil Chandra Manna, jointly executed one Agreement for Sale with one Maharit Developers Pvt. Ltd for the sale of Land measuring about 45 Cottahs, out of R.S./L.R. Dag No. 25/854.
- 2.14 Subsequently said Binoy Chandra Manna, out of his share of landed property, sold 22.5 (Twenty Two Point Five) Cottahs of land at KMC Premises No. 48, Bakrahat Road, Kolkata 700104 and executed one Deed of Conveyance on 29th December, 2022, in favour of: 1] USHA GRIHA NIRMAN PRIVATE LIMITED, 2] SAMAIRA EXPORTS PRIVATE LIMITED, 3] JAGMATA INFOTECT LLP, 4] SHIVACHALLISA INFOTECH LLP, 5] VINAYAK SURYA CONSTRUCTION LLP, 6] ISOMETRIC PROPERTIES PVT. LTD. 7] WHITE SQUARE PROPERTIES PVT. LTD, as purchaser therein whereby said Sushil Kumar Manna alias Sushil Chandra Manna, Maharit Developers Pvt. Ltd ratified the said conveyance, by executing the Deed of Conveyance as Confirming Party I and Confirming Party II respectively therein, which has been duly Registered before the Additional Registrar of Assurances III and recorded therein in Book No. I, Volume No. 1902-2023, Pages from 9548 to 9588, Being No. 190200009 for the year 2023.
- 2.15 Thereon, said Sushil Kumar Manna alias Sushil Chandra Manna, out of his share of landed property, sold 22.5 (Twenty Two Point Five) Cottahs of land at KMC Premises No. 50, Bakrahat Road, Kolkata 700104 and executed one Deed of Conveyance on 29th December, 2022, in favour of: 1] USHA GRIHA NIRMAN PRIVATE LIMITED, 2] SAMAIRA EXPORTS PRIVATE LIMITED, 3] JAGMATA INFOTECT LLP, 4] SHIVACHALLISA INFOTECH LLP, 5] VINAYAK SURYA CONSTRUCTION LLP, 6] ISOMETRIC PROPERTIES PVT. LTD. 7] WHITE SQUARE PROPERTIES PVT. LTD, as purchaser therein whereby said Binoy Chandra Manna, Maharit Developers Pvt. Ltd ratified the said conveyance, by executing the Deed of Conveyance as Confirming Party

I and Confirming Party II respectively therein, which has been duly Registered before the Additional Registrar of Assurances II and recorded therein in Book No. I, Volume No. 1902-2023, Pages from 9507 to 9547, Being No. 190200008 for the year 2023.

2.16 Thus the said 1] USHA GRIHA NIRMAN PRIVATE LIMITED, 2] SAMAIRA EXPORTS PRIVATE LIMITED, 3] JAGMATA INFOTECT LLP, 4] SHIVACHALLISA INFOTECH LLP, 5] VINAYAK SURYA CONSTRUCTION LLP, 6] ISOMETRIC PROPERTIES PVT. LTD. 7] WHITE SQUARE PROPERTIES PVT. LTD, collectively became absolute owners of the Land, herein the 'Land Owners' and 'The developer / Co Owner' of this Development Agreement, measuring an area of 45 (Forty Five) Cottahs more or less, appertaining to R.S./L.R. Dag No. 25/854, within Mouza - Joka, J.L. No. 21 (Now 121), Police Station - Thakurpukur, District: South 24 Parganas within Ward No. 144 of the Kolkata Municipal Corporation, Kolkata – 700104.

2.17 Thus the said 'Land Owners' of this Development Agreement, during their peaceful possession over the said land duly converted the Character of the land and got classified the same as *Bahutal Abasan* by mutating their names with the records of the Block Land & Land Reforms Authority, vide L.R. Khatian Nos. 7049, 7050, 7051, 7052, 7053, 7054, 7055, L.R. Dag No. 25/854, within Mouza - Joka, J.L. No. 21 (Now 121), Police Station – Thakurpukur, District: South 24 Parganas by paying due Khajna to the Authority.

2.18 The said 'Land Owners' and 'The developer / Co Owner' also Mutated their names with the records of the Kolkata Municipal Corporation and on Amalgamation of both the land, i.e. (1) KMC Premises No. 48, Bakrahat Road, Kolkata – 700104 and (2) KMC Premises No. 50, Bakrahat Road, Kolkata – 700104, purchased by them, it has been recorded as Kolkata Municipal Corporation Premises No.50A, Bakra Hat Road, Assessee No. 711440205396, Ward No. 144 of the Kolkata Municipal Corporation, Kolkata – 700104.

2.19 The 'Land Owners' and the 'Developer / Co-Owner' mutually decided to construct Multistoried Building on the Said Land, by providing funds proportionately

by each Party herein, as may be required from time to time and sale the Residential Units, Car Parking, etc thereon, in accordance with the Terms and Conditions set out in this Development Agreement, thereby share the Revenue arising out of Sale of Units, Car Parking / MLCP etc, along with undivided, impartible, proportionate share of land and Common Areas, Amenities etc.

2.20 All the Parties herein will comply the Real Estate (Regulation and Development) Act, 2016 and duly Register the Project under the said Act, by paying due fees in this regard.

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

ARTICLE: III: BROAD AND BASIC TERMS AND CONDITIONS:

#### 3. CONSIDERATION AND ENTITLEMENT OF THE PARTIES BROADLY:

- 3.1. The First Party hereby agrees to provide the entirety of the Subject Property in the consolidated development and transfer of the Project Site in the manner hereinafter mentioned and hereby grants to the Second Party exclusive rights and authority to include the Subject Property in the Project Site and to develop the same and the First Party hereby further agrees that with effect from the date of execution hereof, the Second Party shall have the sole and exclusive rights, authorities and entitlements of the Second Party as morefully contained hereunder including to develop the Subject Property and to own enjoy and/or Transfer the Second Party's Allocation.
- 3.2. In consideration of the above and in consideration of the obligations, covenants, terms and conditions contained herein and on the part of the First Party to be observed, fulfilled and complied with and in exchange for the entirety of the Subject Property, the Second Party has agreed to cause to be constructed and delivered the First Party's Allocation on the terms and conditions hereinafter contained.
- 3.3. With effect from the date of execution hereof, the Second Party shall have the sole and exclusive rights, authorities and entitlements(a) to develop and construct or cause

to be developed and constructed the Building Complex at the Project Site and (b) to administer the entire Building Complex in the manner and until the period as morefully contained herein and (c) to the Second Party's Allocation and (d) entirety of the Extras and Deposits and (e) all other properties benefits and rights hereby agreed to be granted to the Second Party or to which the Second Party is entitled hereunder and the First Party shall be entitled (a) to the First Party's Allocation to be shared by the Second Party to the First Party in terms hereof and (b) all other properties benefits and rights hereby agreed to be granted to the First Party or to which the First Party is entitled hereunder on and subject to the terms and conditions hereinafter contained.

- 3.4. It is agreed by and between the parties hereto that with effect from the date hereof the Second Party shall have complete control over the Said Land with full, free and unfettered rights and liberty to develop the same by way of construction or relief work or no construction at all as the Second Party may deem fit and proper and to deal with the same fully and in all manner.
- 3.6. The First Party shall not have any interference or objection to the development of the Subject Property in accordance with the Sanction Plan and the Second Party shall construct the proposed building in an integrated manner.
- 3.7 The Second Party shall also be entitled to avail Construction Finance or take loans from any Bank or Financial Institution as per Mutual Discussion, to the extent of Rs.25 Crores, to meet the construction and allied expenses.
- 3.8 While availing construction finance, the Second Party shall be entitled to submit the relevant Title Deeds, Documents etc as security to the Bank or Financial Institution and execute necessary Deed of Mortgage, in respect of First Schedule Land, in favour of them.
- 3.9. The agreement and the rights of the second party shall be and remain valid and subsisting at all times unless cancelled in accordance with any specific terms and conditions mentioned herein.

#### ARTICLE VII: ALLOCATIONS AND REVENUE SHARING:

#### 7.1. FIRST PARTY'S ALLOCATION:

#### 7.1.1. OWNER'S ENTITLEMENT:

An amount equivalent to 12% of Gross Revenue shall be the Allocation of the First Party. This 12% of Gross Revenue shall comprise of Consideration of different Category of Units as well as including MLCP, Two Wheelers Parking, Preferred Location Charge, Floor Rise, etc

7.2. INTERNAL ALLOCATION AMONGST THE FIRST PARTY: As amongst the First Party inter se, it has been agreed between them that they shall decide their respective individual allocations in an amicable and mutual manner.

7.3. SECOND PARTY'S ALLOCATION: 88% of Gross Revenue shall be the Second Party's Allocation and shall comprise of Consideration of different Category of Units as well as sanctioned Parking Areas including MLCP, Two Wheelers Parking, and Extra Development Charges, Preferred Location Charge, Floor Rise, GST etc.

All the Revenues, Sales etc shall be credited to the RERA Account i.e. 'VINAYAK SUNSHINE COLLECTION ESCROW ACCOUNT' or any other name, as the case may be, thereafter it will be transferred with due compliance of the Real Estate (Regulation and Development) Act, 2016 into the Current Account of the VINAYAK SURYA CONSTRUCTION LLP, the Developer / Co-Owner herein.

The Gross Revenue Sharing arrangement is summarized as follows, to be shared with the Land Owners of the First Party on a Mutually Agreed Period basis, providing a Statement made in this behalf:

# [Revenue Sharing Arrangements]

SI. No.	Name of Entities (First Party)	Status	Revenue Sharing Ratio
1.	USHA GRIHA NIRMAN PRIVATE LIMITED	Land Owner	2%
2.	SAMAIRA EXPORTS PRIVATE LIMITED	Land Owner	2%
3.	JAGMATA INFOTECT LLP,	Land Owner	2%
4.	SHIVACHALLISA INFOTECH LLP	Land Owner	2%
5.	ISOMETRIC PROPERTIES PRIVATE LIMITED	Land Owner	2%
6.	WHITE SQUARE PROPERTIES PRIVATE LIMITED	Land Owner	2%
		Total (First Party)	12%
	Name of Entity (Second Party)		
7.	VINAYAK SURYA CONSTRUCTION LLP	Developer and Land Owner Total (Second Party)	88%
			100.0

## ARTICLE VIII

[Project Name and Completion Time]

8.1 The name of the Project will be **VINAYAK SUNSHINE** and to be constructed on the Said Land, mentioned in the First Schedule.

8.2 Subject to the *Force Majeure* the above mentioned Project **VINAYAK SUNSHINE** will be completed within 18<sup>th</sup> June, 2030.

#### ARTICLE - IX : NOTICES, ARBITRATION AND JURISDICTION:

## 9. NOTICES:

9.1. All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of 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.

#### 9.2. ARBITRATION:

9.2.1. All disputes and differences between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/ or the Subject Property or any part thereof or determination of any liability shall be referred to arbitration of such person as may be appointed by the parties (hereinafter referred to as "the Arbitration Tribunal") 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.

#### 9.3. JURISDICTION:

9.3.1. Only the Courts having territorial jurisdiction over the Subject Property and/or the Calcutta High Court 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 [Said Land]

ALL THAT the piece or parcel of Land, classified as *Bahutal Abasan*, measuring an area of **45 (Forty Five) Cottahs** more or less, appertaining to R.S./L.R. Dag No. 25/854, comprised in L.R. Khatian No. 7049, 7050, 7051, 7052, 7053, 7054, 7055, within Mouza - Joka, J.L. No. 21 (Now 121), Police Station – Thakurpukur, District: South 24 Parganas and being Kolkata Municipal Corporation Premises No. 50A, Bakra Hat Road, Assessee No. 711440205396, within Ward No. 144, Kolkata – 700104 and is butted and bounded as follows:

On the North

Two Storied Building, Mouza: Paschim Barisha, C.S. Dag

No.2079;

On the South

Bakra Hat Road and Two Storied Building;

On the East

Vaccant Land, Dag No. 28;

On the West

Sri Bardhan Pally Road;

**HOWSOEVER OTHERWISE** the said Property now are or is or at any time hereto before were or was situate, butted, bounded, called, known, numbered described and distinguished.

# THE SECOND SCHEDULE ABOVE REFERRED TO: [TENTATIVE LIST OF COMMON AREAS AND INSTALLATIONS]

#### 1. AREAS:

- (a) Main gate and entrance.
- (b) Open and covered paths and passages within the building.
- (c) Lobbies and staircases.
- (d) Pump room and Electric Meter room.

- (e) Stair Head room, Lift Machine Room, Lift well.
- (f) Boundary walls.
- (g) Roof Right is common.
- (h) Common Staff toilet in the ground floor.
- 2. WATER AND PLUMBING: Water reservoirs, water tanks, water pipes
- 3. ELECTRICAL INSTALLATIONS:
- (a) Wiring and accessories for lighting of common areas.
- (b) Pump and motor.
- (c) Lift and Lift machinery.
- (d) Fire fighting equipment in the building, if any.
- 4. DRAINS: Drains, sewers and pipes.
- 5. Purified Water Supply.
- 6. Decorative Ground Floor Lobby.
- 7. 24 Hours Security Service, CCTV
- 8.0THERS: Other common areas and installations and/or equipment as are provided in the building for common use and enjoyment.
- 9. Installation of Mechanical Puzzle Car Parking Machines.
- 10. All Amenities

#### THE THIRD SCHEDULE ABOVE REFERRED TO:

(Specifications in respect of the Unit's in the Designated Building)

1. FOUNDATION AND SUPER STRUCTURE: Piled / RCC framed structure.

- 2. WALLS: Exterior Wall: Weather coat/texture paint finish. Interior Wall: POP finish.
- 3. FLOORING: Vitrified Tiles.
- 4. GROUND LOBBY & STAIRS Elegant lobby with marble/granite Tile finish.
- 5. ELECTRICALS: Insulated copper wiring (Anchor or Equivalent) with sufficient switches and MCB in each flat. A.C. points in Living/dining and all bed rooms.
- 6. BATHROOM: Anti-skid tiles ceramic tiles flooring with wall dado upto door height. CP fittings of Jaguar/Ess Ess/Hindware or equivalent make.
- 7. KITCHEN: Anti-skid tiles upto 2 feet above the Counter / platform.
- 8. DOORS:
- a) Main Door: Good quality Paneled door.
- b) Internal Doors: Laminated/Painted Flush door.
- 9. WINDOWS: Aluminum sliding windows with Glass along with grills.
- 10. LIFT: Lifts of repute make.
- 11. GENERATOR: Generator back up (for 3 BHK-2 KW and for 2 BHK-1KW)
- 12. ELECTRICITY: Transformer
- 13. Extras for Amenities, Swimming Pool and for any other facilities are Mandatory to pay extra.

# THE FORTH SCHEDULE ABOVE REFERRED TO: [EXTRAS AND DEPOSITS]

EXTRAS shall include:

- (a) all costs, charges and expenses on account of HT & LT power (including Substation, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts payable to the electricity service provider;
- (b) Security or any other deposit (including minimum deposits or any deposit by any name called) and all additional amounts or increases thereof payable to the electricity service provider, presently being CESC/WBSEB Limited or other electricity service provider for electricity connection at the Building Complex.
- (c) 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 Building Complex;
- (d) Betterment fees, development charges, water connection charges and other levies taxes duties and statutory liabilities that may be charged on the Subject Property or the buildings or the Units or on their transfer or construction partially or wholly, as the case may be.
- (e) Cost of formation of Association/service maintenance company/society.
- (f) Amenities related facilities, equipment and installation, if so provided by the Second Party.
- (f) Other statutory charges/levies.

**IN WITNESS WHEREOF** the Parties hereto do hereby set and subscribed their respective hand and dexecute these presents on the day, month and year first above written.

Signed and delivered by the above-name	d Land Owners For USHA GRIHA NIRMAN PVT. LTD.
in presence of Witnesses:	R. Agarway
1. Govelam Manora. 8/1, Moordal Pasa Lane	Authorised Signatory
8/1, Mosical lask have	USHA GRIHA NIRMAN PRIVATE LIMITED
Kolkala - 700090.	-
	FOR SAMAIRA EXPORTS PVT. LTD.
	2. Authorised Signatory
2. Fraskont Chelleyer	SAMAIRA EXPORTS PRIVATE LIMITED
37/1B. Scuti Ram Rosta	Jagmata Infotect LLP
Bally Hownak -711201.	- RABOUNTY
	Authorised Signatory
	JAGMATA INFOTECT LLP
2 Tannmoy Ry	Shivachallisa Infotech LLP
3. Tannmoy Ry 110/1 x Rond Hownah - 711108	f Agalusas
Hownah-71118	4. Authorised Signatory
	SHIVACHALLISA INFOTECH LLP
	FUI ISOMETRIC PROPERTIES PVT. LTD
9 2	RAJalway
	5 Authorised Signatory
	ACOMPUDIC DEODEDTIES DUT LTD

For WHITE SQUARE PROPERTIES PVT. LTD.

WHITE SQUARE PROPERTIES PVT. LTD

[Signature of Land Owners] For Vinayak Surya Construction LLP

VINAYAK SURYA CONSTRUCTION LLP

[Signature of the Developer / Co-Owner]

Drafted by:

2.

Pradipta Das, Advocate High Court, Calcutta.

Ph No. 98310 92483.

## PAGE NO.

# SPECIMEN FORM FOR TEN FINGERPRINTS

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	R. Agolus	RIGHT HAND							
	Signa	ture				_			
	,		LITTLE FINGER	RING FINGER	MIDDLE	FINGER	FORE	FINGER	Тнимв
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# Major Information of the Deed

Deed No :	I-1904-10729/2025	Date of Registration	18/07/2025
Query No / Year	1904-2001919126/2025	Office where deed is re	
Query Date	04/07/2025 2:43:19 PM	A.R.A IV KOLKATA, D	
Applicant Name, Address & Other Details	Pradipta Das Calcutta High Court,Thana : Hare 700001, Mobile No. : 983109248	Street, District : Kolkata, WES	
Transaction	<b>在少少的</b> 一种,不是一种	Additional Transaction	
[0110] Sale, Development A agreement	Agreement or Construction	[4305] Other than Immov Declaration [No of Decla	vable Property,
Set Forth value	Process of the December 2005	Market Value	ration . 2]
Rs. 1/-		Rs. 4,27,50,032/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 75,070/- (Article:48(g))		Rs. 101/- (Article:E, E)	
Remarks	Received Rs. 50/- (FIFTY only) area)		the assement slip.(Urba

## Land Details:

District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Bakrahat Road, Road Zone: (Raghmathpur Road -- Rest (Premises Located on Road)), , Premises No: 50A, , Ward No: 144 Pin Code: 700104

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	The second secon	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu		45 Katha	1/-		Property is on Road
	Grand	Total :			74.25Dec	1 /-	427,50,032 /-	

## Land Lord Details:

SI No	Name,Address,Photo,Finger print and Signature
1	Usha Griha Nirman Pvt Ltd PS Srijan Corporate Park, Tower 2, Block/Sector: Block GP Sector V, Flat No: 202, City:-, P.O:- Electronic Complex, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700091 Date of Incorporation:XX-XX-2XX4, PAN No.:: AAxxxxxx9J,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative, Executed by: Representative
2	Samaira Exports Private Limited PS Srijan Corporate Park, Tower 2, Block/Sector: Block GP Sector V, Flat No: 202, City:-, P.O:- Electronic Complex, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700091 Date of Incorporation:XX-XX-1XX5, PAN No.:: AAxxxxxxx1B,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative, Executed by: Representative
3	Jagmata Infotect LLP  187, Maharshi Debendra Road, City:- Kolkata, P.O:- Pathuriaghata, P.S:-Jorabagan, District:-Kolkata, West Bengal, India, PIN:- 700006 Date of Incorporation:XX-XX-2XX7, PAN No.:: AAxxxxxx3N,Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative, Executed by: Representative

Shivachallisa Infotech LLP
 AC 15, Salt Lake Sector 1, City:- Bidhannagar, P.O:- CC Block, P.S:-North Bidhannagar, District:-North 24 Parganas, West Bengal, India, PIN:- 700064 Date of Incorporation:XX-XX-2XX8, PAN No.:: ADxxxxxx0N,Aadhaar
 No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
 E 406, City Centre 1 Salt Lake, City:- Bidhannagar, P.O:- CC Block, P.S:-North Bidhannagar, District:-North 24 No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

 White Square Properties Private Limited
 E 406, City Centre 1 Salt Lake, City:- Bidhannagar, P.O:- CC Block, P.S:-North Bidhannagar, District:-North 24 Parganas, West Bengal, India, PIN:- 700064 Date of Incorporation:XX-XX-2XX1, PAN No.:: AAxxxxxx5B,Aadhaar
 No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

## Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
	Vinayak Surya Construction LLP PS Srijan Corporate Park, Tower 2, Block/Sector: Block GP Sector V, Flat No: 202, City:-, P.O:- Electronic Complex, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700091 Date of Incorporation:XX-XX-2XX0, PAN No.:: AAxxxxxxx9N,Aadhaar No Not Provided by UIDAI, Status:Organization,

## Representative Details:

Name	Photo	Finger Print	
Mr Raj Kumar Agarwal Son of Late Shyam Sundar Agarwal Date of Execution - 18/07/2025, , Admitted by: Self, Date of Admission: 18/07/2025, Place of Admission of Execution: Office	e	Captured	Signature  R. Asaven
	Jul 18 2025 1:46PM	LTI	18/07/2025
Representative of : Usha Gr Limited (as Authorized Signs	.:: ACxxxxxx1G, A	Aadhaar No: 55xxxx I (as Authorized Sig	Uttarpara, District:-Hooghly, West ation: Service, Citizen of: India, Dat xxxxx6050 Status: Representative, Inatory), Samaira Exports Private
Birth:XX-XX-1XX0 , PAN No Representative of : Usha Gr Limited (as Authorized Signa Infotech LLP (as Authorized White Square Properties Priv	: ACxxxxxx1G, A ha Nirman Pvt Lto atory), Jagmata Int Signatory), Isome vate Limited (as Al	Aadhaar No: 55xxxx I (as Authorized Sig fotect LLP (as Authoric Properties Priva uthorized Signatory	nton: Service, Citizen of: India, Dat Exxxx6050 Status : Representative, Inatory), Samaira Exports Private Orized Signatory), Shivachallisa
Representative of : Usha Gr Limited (as Authorized Signa Infotech LLP (as Authorized White Square Properties Priv Name	ha Nirman Pvt Ltd tha Nirman Pvt Ltd atory), Jagmata Int Signatory), Isome vate Limited (as Al	Aadhaar No: 55xxxx I (as Authorized Sig Totect LLP (as Authorized	nton: Service, Citizen of: India, Dat Exxxx6050 Status : Representative, Inatory), Samaira Exports Private Orized Signatory), Shivachallisa
Bittl:XX-XX-1XX0 , PAN No Representative of : Usha Gr Limited (as Authorized Signa Infotech LLP (as Authorized White Square Properties Priv	ha Nirman Pvt Ltd tha Nirman Pvt Ltd atory), Jagmata Int Signatory), Isome vate Limited (as Al	Aadhaar No: 55xxxx I (as Authorized Sig fotect LLP (as Authoric Properties Priva uthorized Signatory	Authr. Service, Citizen of: India, Dat Exxxx6050 Status : Representative, Inatory), Samaira Exports Private Orized Signatory), Shivachallisa ate Limited (as Authorized Signatory)

, 30/1, Ram Kamal Dutta Road, Bhadrakali, City:- , P.O:- Bhadrakali, P.S:-Uttarpara, District:-Hooghly, West Bengal, India, PIN:- 712232, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Date of Birth:XX-XX-1XX0 , PAN No.:: ACxxxxxxx1G,Aadhaar No Not Provided by UIDAI Status: Representative, Representative of: Vinayak Surya Construction LLP (as Authorized Signatory)

Name	Photo	Finger Print	Signature
Mr Tanumoy Roy Son of Late Paritosh Roy 110/1, X Road Belgachia Howrah, City:- Howrah, P.O:- Netajigarh, P.S:-Liluah, District:-Howrah, West Bengal, India, PIN:- 711108		Captured	Tanumoy Roy
	18/07/2025	18/07/2025	18/07/2025

Transfer of property for L1		
SI.No	From	To. with area (Name-Area)
1	Usha Griha Nirman Pvt Ltd	Vinayak Surya Construction LLP-12.375 Dec
2	Samaira Exports Private Limited	Vinayak Surya Construction LLP-12.375 Dec
3	Jagmata Infotect LLP	Vinayak Surya Construction LLP-12.375 Dec
4	Shivachallisa Infotech LLP	Vinayak Surya Construction LLP-12.375 Dec
5	Isometric Properties Private Limited	Vinayak Surya Construction LLP-12.375 Dec
6	White Square Properties Private Limited	Vinayak Surya Construction LLP-12.375 Dec

## Endorsement For Deed Number: I - 190410729 / 2025

#### On 18-07-2025

# 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 12:50 hrs on 18-07-2025, at the Office of the A.R.A. - IV KOLKATA by Mr RAJ KUMAR AGARWAL ,.

#### Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 4,27,50,032/-

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

Execution is admitted on 18-07-2025 by Mr RAJ KUMAR AGARWAL, Authorized Signatory, Vinayak Surya Construction LLP (LLP), PS Srijan Corporate Park, Tower 2, Block/Sector: Block GP Sector V, Flat No: 202, City:-, P.O:- Electronic Complex, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700091

Indetified by Mr Tanumoy Roy, , , Son of Late Paritosh Roy, 110/1, X Road Belgachia Howrah, P.O: Netajigarh, Thana: Liluah, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711108, by caste Hindu, by profession Service

Execution is admitted on 18-07-2025 by Mr Raj Kumar Agarwal, Authorized Signatory, Usha Griha Nirman Pvt Ltd (Private Limited Company), PS Srijan Corporate Park, Tower 2, Block/Sector: Block GP Sector V, Flat No: 202, City:-, P.O:- Electronic Complex, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700091; Authorized Signatory, Samaira Exports Private Limited (Private Limited Company), PS Srijan Corporate Park, Tower 2, Block/Sector: Block GP Sector V, Flat No: 202, City:-, P.O:- Electronic Complex, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700091; Authorized Signatory, Jagmata Infotect LLP (LLP), 187, Maharshi Debendra Road, City:- Kolkata, P.O:- Pathuriaghata, P.S:-Jorabagan, District:-Kolkata, West Bengal, India, PIN:- 700006; Authorized Signatory, Shivachallisa Infotech LLP (LLP), AC 15, Salt Lake Sector 1, City:- Bidhannagar, P.O:- CC Block, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700064; Authorized Signatory, Isometric Properties Private Limited (Private Limited Company), E 406, City Centre 1 Salt Lake, City:- Bidhannagar, P.O:- CC Block, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700064; Authorized Signatory, White Square Properties Private Limited (Private Limited Company), E 406, City Centre 1 Salt Lake, City:- Bidhannagar, P.O:- CC Block, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700064; Authorized Signatory, White Square Properties Private Limited (Private Limited Company), E 406, City Centre 1 Salt Lake, City:- Bidhannagar, P.O:- CC Block, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700064

Indetified by Mr Tanumoy Roy, , , Son of Late Paritosh Roy, 110/1, X Road Belgachia Howrah, P.O: Netajigarh, Thana: Liluah, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711108, by caste Hindu, by profession Service

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 101.00/- (E = Rs 21.00/-,I = Rs 55.00/-,M(a) = Rs 21.00/-,M(b) = Rs 4.00/-) and Registration Fees paid by , by Cash Rs 80.00/-, by online = Rs 21/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/07/2025 6:04PM with Govt. Ref. No: 192025260158966418 on 14-07-2025, Amount Rs: 21/-, Bank: SBI EPay (SBIePay), Ref. No. 5782689578536 on 14-07-2025, Head of Account 0030-03-104-001-16

## **Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by , by Stamp Rs 50.00/-, by online = Rs 75,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1617, Amount: Rs.50.00/-, Date of Purchase: 09/06/2025, Vendor name: S MEUR

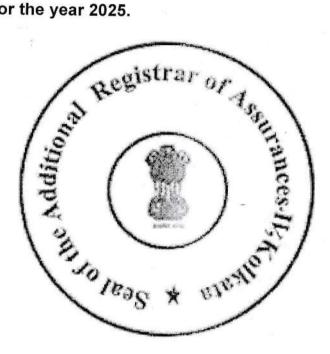
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/07/2025 6:04PM with Govt. Ref. No: 192025260158966418 on 14-07-2025, Amount Rs: 75,020/-, Bank: SBI EPay ( SBIePay), Ref. No. 5782689578536 on 14-07-2025, Head of Account 0030-02-103-003-02

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2025, Page from 475671 to 475702
being No 190410729 for the year 2025.



mm

Digitally signed by MOHUL MUKHOPADHYAY Date: 2025.07.22 18:39:20 +05:30 Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 22/07/2025 ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA West Bengal.