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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Certified that the document is
admitted to registration. The
Signature Sheet and endorsement
Sheet which are attached to this
document are the part of this
document.

A.D.S. P. Kowrah

06 JUN 2024

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this the 6th day of June,
Two Thousand Twenty Four (2024 A.D)

BETWEEN

THE SUN ROLLING MILLS PRIVATE LIMITED [PAN-AABCT2647N] a
Private Limited Company, incorporated under the **Companies Act, 1956**
having its registered office at P-2, New C.I.T. Road (2nd Floor), Room No.
211, P.O. Chittaranjan Avenue, P.S. Bowbazar, Kolkata-700073, being
represented by its Directors (1) **SRI GAUTAM KHANNA [PAN-
AFQPK4686R /Aadhaar No. 8701 9038 4403]** son of Raman Kumar
Khanna, by faith-Hindu, by occupation-Business, by Nationality-Indian,

For The Sun Rolling Mills (P) Ltd.

Yogesh Khanna

Director.

For The Sun Rolling Mills (P) Ltd.

Gautam Khanna

Director.

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Additional District Sub-Registrar
Howrah

06 JUN 2024

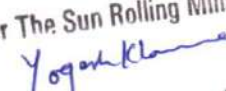
residing at BG-50, Salt Lake City, Sector-II, P.O. Sech Bhawan, P.S. Bidhannagar, District-North 24 Parganas, West Bengal-700091 **(2) SRI YOGESH KHANNA [PAN-AFQPK4684P/Aadhaar No. 6937 5790 4933]** son of Rajeev Kumar Khanna, by faith-Hindu, by occupation-Business, by Nationality-Indian, residing at BF 243, Baisakhi Island Salt Lake, Sector-I, P.O. & P.S. Bidhannagar, District-North 24 Parganas, West Bengal-700064, hereinafter called and referred to as the **OWNER** (which terms shall mean and include unless excluded by or repugnant to the context its successor or successors-in-office and assigns) party of the **FIRST PART**.

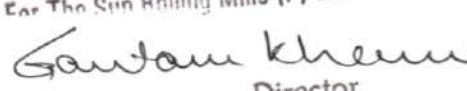
AND

BIJAYLAXMI GRIHA NIRMAAN PRIVATE LIMITED, [PAN-AALCB9822F] a Private Limited Company, incorporated under the Companies Act, 2013, having its office at 2, Satyanarayan Temple Road, P.O. Salkia, District Howrah-711106, being represented by one of its directors **MR. ROHIT KUMAR GUPTA [PAN-AQXPG1322L/ Aadhaar No. 6803 6579 6812]** son of Late Ajay Kumar Gupta, by faith-Hindu, by occupation-Business, by Nationality-Indian, residing at 120, Aurobindo Road, P.O. Salkia, P.S. Golabari, District Howrah-711106, hereinafter called and referred to as the **DEVELOPER** (which terms shall mean and include unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-office administrators, legal representatives and assigns) party of the **SECOND PART**.

WHEREAS:

- A. The Sun Rolling Mills Limited purchased all that piece and parcel of land measuring 4 Bigha 12 Cottah a little more or less comprised in holding No. 23 (formerly 8/1) Duffer Road corresponding to R.S. Dag No. 566, 567, 568 & 569 of Mouza-Malipanchghora, J.L. No. 17, P.S. Bally, District Howrah, from its erstwhile owners namely Satya Narain Prasad, Rameshwar Prosad, Parameshwar Prosad and Narsingh Prasad and Shew Prosad Jaiswal by registered deed of sale

For The Sun Rolling Mills (P) Ltd.

 Director.

For The Sun Rolling Mills (P) Ltd.

 Director.



Additional District Sub-Registrar
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dated 16.03.1956, registered with the office of Sub-Registrar at Howrah, recorded in Book No. I, Volume No. 28, pages 240 to 247, Being No. 1500 for the year 1956, for the consideration mentioned therein absolutely forever and free from all encumbrances.

- B. While seized and possessed of the aforesaid property said The Sun Rolling Mills Limited sold a portion of aforesaid property and retained the property measuring 2 Bigha 10 Cottah a little more or less comprised in holding No. 23 (formerly 8/1) Duffer Road P.S. Belur (formerly Bally), District Howrah, and has been exercising all rights of ownership and possession and pursuant thereto got its name mutated and recorded in the records of Bally Municipality and also before the office of B.L. & L.R.O. Bally-Jagacha and the concerned authority mutated its name and was allotted L.R. Khatian No. 218 in respect of L.R. Dag No. 344 of Mouza-Malipanchghora, District Howrah.
- C. Thus in the aforesaid manner, The Sun Rolling Mills Private Limited became the absolute owner and fully seized and possessed of or otherwise well and sufficiently entitled to land measuring 2 Bigha 10 Cottah a little more or less together with 10000 sq.ft. tin shed structure standing thereon comprised in holding No. 23, Agrasain Street (previously Duffer Street) corresponding to R.S. Dag No. 566, 567, 568 & 569 now L.R. Dag No. 344, L.R. Khatian No. 218 of Mouza-Malipanchghora, J.L. No. 17, Ward No. 26 under Bally Municipality, District Howrah-711204, hereinafter referred to as the **"SAID PROPERTY"** and morefully described in the schedule hereunder written.
- D. While seized and possessed of the aforesaid property said The Sun Rolling Mills Private Limited has made application before the office of B.L. & L.R.O. Bally-Jagacha for conversion of the aforesaid property from Karkhana to Commercial use being application No. REVE2023050301216 dated 17.01.2023.

For The Sun Rolling Mills (P) Ltd.

Yogesh Kumar

Director.

For The Sun Rolling Mills (P) Ltd.

Gautam Khanna

Director.

E. In order to secure more profit on the said property the owner/ first party herein is desirous to construct new multi-storied building/ complex upon the said property, but due to lack of experience was in search of a good, experienced Developer who could do the needful construction on the said property.

F. The second party being an experienced and financially capable developer approached the owner to enter into agreement for developing the said property by way of construction of multi-storied building/ complex with projected estimation of the total constructed area of about 1,00,000 sq.ft. to 1,10,000 sq.ft. upon the said property and after having several discussions regarding the terms and conditions of the agreement, it has been settled that the terms and conditions should be fully embodied so that there should not be any confusion in the future towards the Agreement and development of the said property.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND AMONGST THE PARTIES AS FOLLOWS THAT:-

1. Definitions and Interpretation:

In this Deed except where the context otherwise requires, the following words and expressions shall have the following meanings:

- a) **"PROPERTY"** means all that piece and parcel of land measuring 2 Bigha 10 Cottah a little more or less together with 10000 sq.ft. tin shed structure standing thereon comprised in holding No. 23, Agrasain Street (previously Duffer Street) corresponding to R.S. Dag No. 566, 567, 568 & 569 now L.R. Dag No. 344, L.R. Khatian No. 218 of Mouza-Malipanchghora, J.L. No. 17, Ward No. 26 under Bally Municipality, District Howrah-711204.
- b) **"Project"** shall mean the multi storied building/complex to be constructed, erected upon the said property in accordance with

For The Sun Rolling Mills (P) Ltd.

Yogesh Khanna

Director.

For The Sun Rolling Mills (P) Ltd.

Gautam Khanna

Director.

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the plan sanctioned by the authorities concerned which will include all alterations and/or modifications to the said sanctioned plan.

- c) **"Building Plan"** shall mean the plan to be sanctioned from the Bally Municipality and other concerned authorities for construction of the multi storied Building/Complex upon the said property and shall wherever the context permit include such plan, drawings, designs and specification as are required by the Architect and also include all sanctionable modifications made thereof and/or alterations made thereto from time to time. The Developer shall apply and obtain sanction of building plan by consuming the entire maximum FAR as available in respect of the said property as per the municipal rules and norms at the first instance.
- d) **"Unit"** shall mean residential flat(s)/commercial space(s) and/or any other saleable space(s) including office(s), shop(s) parking space(s) in the multi storied building/complex capable of being independently held used occupied and enjoyed together with the proportionate share in the land and in the common portion services and facilities and amenities in the multi storied building/complex by a person which shall be sold by the respective parties entitled to the same under the terms of this agreement.
- e) **"Parking Spaces"** shall mean the open and covered spaces on the ground floor level of the newly constructed multi storied building/complex to be used only for parking of motor cars and two wheelers which shall be sold to the unit transferees and the intending buyers against consideration.
- f) **"Common Areas and Installations"** shall mean and include the common areas, parts and portions to be provided and installations, services and facilities kept and provided for common

For The Sun Rolling Mills (P) Ltd.

Yogesh K. Sharma
Director.

For The Sun Rolling Mills (P) Ltd.

Gautam Khanna
Director.

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use and enjoyment in the building/complex of the said property expressed or intended by the owner/developer for common use of the transferees of Units and to be required for the establishment location enjoyment provisions maintenance and/or management of the building/complex.

- g) **"Building Complex"** shall mean the multi storied building(s)/ complex constructed upon the said property including the flat(s), Unit(s), saleable space(s), office(s), parking space(s) (both open and covered) and the Common Areas, common facilities and amenities and installations.
- h) **"Transferees"** shall mean and include all persons to whom any unit(s), saleable space(s) or any portion of the multi storied building/complex, is transferred or agreed so to be done and possession whereof has been delivered to them.
- i) **"Owner's Allocation"** shall mean 45% (Forty five percent) of the constructed area in the newly constructed multi storied building/ complex erected as per sanction plan of Bally Municipality together with proportionate share in the land and common areas and facilities and amenities as available and provided in the newly constructed building/complex save and except the common areas, lift, stair case and lobby. In case of further construction apart from the initial sanction plan, the owner shall be entitled to 40% of the constructed area in such additional constructed area.
- j) **"Developer's Allocation"** shall mean 55% (fifty five percent) of the constructed area in the newly constructed multi storied building/ complex erected as per sanction plan of Bally Municipality together with proportionate share in the land and common areas and facilities and amenities as available and provided in the newly constructed building/complex save and except the common areas, lift, stair case and lobby. In case of further construction apart

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Yogesh K. Sharma
Director.

For The Sun Rolling Mills (P) Ltd.

Gautam Sharma
Director.

from the initial sanction plan, the developer shall be entitled to 60% of the constructed area in such additional constructed area.

- k) **"Project Architect"** shall mean and refer to the architect to be decided and appointed by the Developer and who shall be appointed as the architect for the project by the Developer to advise on the approvals, supervisions, design and planning of the development of the Project and to perform the obligations as shall be entrusted upon him pursuant to this agreement.
- l) **"Common Purposes"** shall mean and include the purpose of maintaining, managing and up-keeping of the building/complex and in particular the common areas and installations, rendition of common services in common to the Transferees of the Units in the building/complex, collection and disbursement of the common expenses; the purpose of regulating mutual rights obligations and liabilities of the Transferees of the Units and dealing with all matters of common interest of the Transferees of the Units.
- m) **"Tax"** shall mean all forms of direct and indirect taxation, duties, levies, cess, imposts, including income tax, withholding tax, GST, capital gains tax and other legal transaction taxes, municipal taxes and duties, and any other type of taxes or duties in any relevant jurisdiction, together with any related interest, penalties, surcharges or fines, due, payable, levied, imposed upon or claimed to be owed in any relevant jurisdiction.
- n) **"Sanction Plan"** shall mean the sanction plan as issued and/or approved by Bally Municipality.
- o) **"Force Majeure"** shall mean those conditions which shall result in delays in commencement of construction, preconstruction activities and/or progress of construction and shall include conditions due to flood, water-logging, earthquake, riot, war, storm, tempest, civil commotion or any legal dispute including

For The Sun Rolling Mills (P) Ltd. For The Sun Rolling Mills (P) Ltd.

Yogesh Khanna

Director.

Gautam Khanna

Director.

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court order or any order from statutory body restraining construction or development of the said property not occasioned at the instance of or due to any default on the part of the developer.

2. THE OWNER DO HEREBY DECLARES AND COVENANTS WITH THE DEVELOPER AS FOLLOWS: -

- a) The first party being the owner of the said property hereby appoint 'the second party' as the 'Developer' of the said property and the Developer has accepted such appointment to develop the said property on agreed terms and conditions as covenants hereinafter.
- b) The first party being the Owner is seized and possessed of and/or otherwise well and sufficiently entitled to and has clear marketable title over the said property morefully described in the schedule hereunder written being free from all encumbrances, charges, liens, acquisition, lispendences, acquisition, requisition and attachment;
- c) There is no suits and/or cases pending and/or no communication and/or reference was made and is pending at present in respect of the said property or any part or portion thereof.
- d) No person other than the first party has any right, title and/or interest of any nature whatsoever in the said property or any part or portion thereof.
- e) The said property being or any part thereof are at present not affected by any scheme of any authority or authorities nor any notice of acquisition or requisition or any alignment under any law and/or otherwise nor any notice or intimation about any such proceedings have been received or come to the notice of the parties of these presents.
- f) The first party has not in any way dealt with the said property whereby the right, title and interest of the parties herein as to the

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Yogesh K Sharma

Director.

Gautam Khanna

Director.

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ownership, use, development and enjoyments thereof, is or may be affected in any manner whatsoever.

- g) There is no excess vacant land at the said property being the schedule hereunder within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- h) The First party (Owner), and the second party (Developer) are fully and sufficiently entitled to and having full authority to enter into this Agreement.

3. COMMENCEMENT AND COMPLETION:

- 3.1 The first party (Owner) upon the execution of this agreement shall hand over the original title Deed, site plan and other documents relating to the said property to the Developer for smoothly carrying out the development work upon the said property.
- 3.2 The Developer shall take all necessary steps at its own cost and expenses for obtaining building plan from the Bally Municipality and other authorities, if necessary, and other necessary permission such as water supply, drain etc, for construction of the proposed building/complex on the said land and property. The sanction fees and all other cost and expenses for sanction of the plan shall be borne and paid by the Developer only.
- 3.3 The Developer shall also pay & bear all the expenses for obtaining necessary permission from the statutory body for the purpose of development and construction of multistoried building/complex upon the said property and executing all the consents and permissions from the concerned necessary statutory authority.
- 3.4 That the developer will demolish the existing structure and the value of the Tin shed as mutually decided on the basis of market value shall be payable to the owner.
- 3.5 The Developer shall do all other related works in connection with the construction of the proposed building/complex thereof. All cost and

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Yogesh K...
Director.

For The Sun Rolling Mills (P) Ltd.

Gautam...
Director.

expenses shall be borne and paid by the Developer only but if there is any arrears of statutory dues including municipal taxes, Khajana on account of and payable by the owner then the same shall be paid by the owner till the execution and registration of the development agreement.

- 3.6 The construction of building/complex upon the said property shall be constructed as far as possible in terms of the specification as more particularly set out in the SCHEDULE hereunder written and such construction shall be completed by the Second Party/developer within 5 (five) years from the date of conversion of the said property into free hold settlement for the purpose of township and construction of building/complex upon the said property. The period of 5 (five) years shall commence from the conversion as mentioned above and a further grace of 6 (six) months shall be given to the developer to complete the remaining work, if any and handover the owner's allocation.
- 3.7 That if the developer fails to handover the owner's allocated area within the stipulated period as mentioned above it shall be liable to pay interest @ 10% per annum of the market value of the property on such area which could not be allotted to the owner and similarly if the owner fails to refund the security deposit within the stipulated period as mentioned it shall be liable to pay interest @ 10% per annum of the amount which has not been refunded to the developer.
- 3.8 The First Party (Owner) and/or its respective legal representatives as well as the Second party (Developer) and its successor-in-office and legal representatives shall sign and execute all papers, plans, documents and writings for the purpose herein as and when necessary.

4. CONSIDERATION, PAYMENTS AND REALISATIONS:

For The Sun Rolling Mills (P) Ltd.

Yogesh Khanna
Director.

For The Sun Rolling Mills (P) Ltd.

Santam Khanna
Director.

4.1 The Second Party (Developer) shall pay a total sum of Rs. 4,85,00,000/- (Rupees Four Crore Eighty Five Lakh) only as and by way of interest free security deposit to the owner in the following manner:-

- a) Rs. 51,00,000/- (Rupees Fifty One Lakh only) at the time of execution and registration of the development agreement.
- b) Rs. 4,34,00,000/- (Rupees Four Crore Thirty Four Lakh only) within 15 (fifteen) days from the date of execution and registration of the development agreement.

4.2 The sum of Rs. 2,50,00,000/- (Rupees Two Crore Fifty Lakh only) shall be refunded by the owner to the developer within one year from the date of commencement of construction.

4.3 The balance amount of security deposit shall be refunded by the owner after the completion of the construction work.

5. ALLOCATIONS:

5.1 In consideration of construction and completion of the proposed multi storied building/complex over the said property at the cost of the Second Party (Developer), the owner's allocation shall mean 45% (Forty five percent) of the constructed area in the newly constructed multi storied building/complex erected as per sanction plan of Bally Municipality together with proportionate share in the land and common areas and facilities and amenities as available and provided in the newly constructed building/complex save and except the common areas, lift, stair case and lobby. In case of further construction apart from the initial sanction plan, the owner shall be entitled to 40% of the constructed area in such additional constructed area.

5.2 Developer's allocation shall mean 55% (fifty five percent) of the constructed area in the newly constructed multi storied building/

For The Sun Rolling Mills (P) Ltd.

Yogesh Khanna

Director.

For The Sun Rolling Mills (P) Ltd.

Gautam Khanna

Director.

complex erected as per sanction plan of Bally Municipality together with proportionate share in the land and common areas and facilities and amenities as available and provided in the newly constructed building/complex save and except the common areas, lift, stair case and lobby. In case of further construction apart from the initial sanction plan, the developer shall be entitled to 60% of the constructed area in such additional constructed area.

5.3 The parties hereto have mutually agreed upon that after sanction plan, there would be an allotment agreement between the parties hereto to earmark their respective share in terms of the development agreement.

5.4 As soon as the proposed construction is completed, the Developer shall give notice to the First party (Owner) requesting it to take physical possession of its allocation as stated hereinabove and after 30 (Thirty) days from the date of receipt of such notice taking physical possession thereof and simultaneously refunding the balance security deposit and/or any money due and payable to the developer from the owner. The owner after allotment of its share shall exclusively be responsible for payment of all Corporation rates and taxes and other public outgoing and impositions whatsoever in respect of its allocation.

5.5 The parties herein shall also be entitled to the proportionate share and interest in the land and common right and interest in the common area/portion, facilities and amenities as provided and available in the said proposed multi storied building/complex.

5.6 It is agreed that owner and the allottee or allottees of the proposed multi storied building/complex will have the right of common enjoyment of staircase, water reservoir, overhead tank and passage of the building/complex and other common areas and common facilities. Save and except the user right the flat/unit owners cannot claim any other or further rights to construct any

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Yogesh Khanna

Director.

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Gautam Khanna

Director.

structure even quite temporarily, nor can put any rubbish or anything else on the roof or on the common space or passage for common enjoyment.

- 5.7 The First party and the second party hereto in agreement with each other shall be entitled to sell, transfer, mortgage, lease, let-out, part with possession of or enter into agreements in respect of their respective Allocations as provided hereinabove. However it is made clear that the owner shall pay membership charges or any other fees in respect of the amenities as decided by the developer prior to any transfer to any intending purchaser(s)/allottee(s).
- 5.8 That the developer shall have right to mortgage and obtain project loan for construction of multi storied building/complex upon the said property without making the owner liable or responsible in any way to repay the said loan and the owner shall give necessary confirmation if required to the developer for obtaining loan from any financial institution for the purpose of construction of multi storied building/complex upon the said property.
- 5.9 That the proposed multi storied building /complex would be built upon the said property consisting and comprising of amenities like Lift, community hall, swimming pool, Club facility, Puja place, etc. subject to the final decision by the developer upon mutual discussion with owner. That it is mandatory on the part of the owner/ or their allottees and also the purchaser(s)/transferee(s) of the multi storied building/ complex to pay membership fees to the developer prior to taking possession of any flat/unit/any saleable space. In case of demand for any extra work other than those specified, the allottee(s)/ purchaser(s)/ transferee(s) including the owner shall have to pay the amount incurred for such extra work to the developer.
- 5.10 The flat owners association when formed shall frame a scheme for management, maintenance and administration of the proposed

For The Sun Rolling Mills (P) Ltd. For The Sun Rolling Mills (P) Ltd.

Yogesh Khanna

Director.

Gautam Khanna

Director.

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building/complex upon completion or construction thereof and till formation of such association a scheme shall be framed by the Developer and the first party and second party hereby agrees to abide by all such rules and/or regulations of such scheme which shall not be made in contrary to the interest of the first party and second party.

- 5.11 If the Bally Municipality further sanction, permit for construction of the additional floor or floors on the roof of the said proposed multi storied building/complex by modifications and additions in the sanctioned Plan to be sanctioned and/or if the developer makes any additional and/or further construction in that event the owner and the allottee and/or allottees or any intending transferee including purchaser(s)/occupier(s) etc. shall have no objection regarding such construction in any manner whatsoever and the parties hereto shall get their share as per their allocated share.

6. POWER AND AUTHORITY :

- 6.1.1 For the purpose of fulfillment and effective performance of the terms and obligations under this Agreement, the First Party (Owner) shall execute a General and/or Development Power of Attorney and/or any other document in favour of the Second Party (Developer) and/or its representative and /or nominee or nominees.
- 6.1.2 The Developer may convey, sell, transfer, mortgage, let out, and/or lease out only the Developer's share only at such consideration, rate, rent or premium as the Developer may think fit and proper and retain such sum as it may incur for construction of the proposed building/complex and other expenses as may require to be paid and incurred for construction of the proposed building/complex including fees for sanction of

For The Sun Rolling Mills (P) Ltd.
Yogen Kumar
Director.

For The Sun Rolling Mills (P) Ltd.
Gautam Kumar
Director.

plan, soil testing fees other license fees and charges, legal fees, execution and registration of documents, conveyances and other instruments in connection with construction of the proposed building/complex and out pocket expenses etc. and also retain the remaining sum towards the Developer's fee/remuneration for development of the said property.

- 6.1.3 That if the owner decides to sell its allocated share through developer, the owner shall pay 3 (Three) % of the total sale proceeds to the developer as reimbursement in lieu of the sum spent by the developer for the purpose of marketing including advertisement and publicity of the project.
- 6.1.4 The Developers shall be at liberty to negotiate and enter into agreement for conveyance/ sale/ mortgage/ lease/ transfer/ sub-lease, in any manner of the Developer's share only in the proposed building/complex with any prospective buyer or buyers before during or after the construction together with proportionate share of land of the proposed building/complex and common passage, space and all other common facilities and amenities.
- 6.1.5 The Developer shall be entitled to put its sign board upon the said property stating the name of the Developer, its address and other particulars as may be required from the date of execution of this Agreement. The Developer has the sole right to advertise in the daily newspapers, T.V. etc. in the name of the firm or self for publicity and sale of unit(s)/flat(s)/shop(s)/office(s)/parking space(s) or any saleable spaces.
- 6.1.6 The Developer shall at be sole liberty to engage, appoint, discharge or terminate various professionals like legal adviser, architect, R.C.C. consultants, contractors and/or labours who shall on behalf of the Developer from time to time take steps for the purpose of development work.

For The Sun Rolling Mills (P) Ltd. For The Sun Rolling Mills (P) Ltd.

Yogesh K. L...

Director.

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Director.

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6.1.7 The Owner shall not do and/or cause to do any acts deeds or things whereby the Developer may be prevented from construction and transfer of its share or lease out and/or sub-lease and/or sub-let the flats in the proposed multi storied building/complex to be built on the said property.

6.1.8 The Developer shall not do and/or cause to do any acts deeds or things whereby the owner may be prevented from transfer of its share or lease out and/or sub-lease and/or sub-let the flats in the proposed multi storied building/complex to be built on the said property. However, it is made clear that the owner shall not be responsible for such borrowing and in no manner the developer shall jeopardize or prejudice the right of the owner.

6.1.9 It is agreed by and between the parties hereto that if the Developer start any obligation and work as laid down within this agreement, the Agreement and also the Power of Attorney followed by this agreement cannot be cancelled without giving cogent reason and reasonable time to the developer to redress the grievance of the owner.

6.1.10 The developer shall submit Building Plans, modified building plans, statements, undertakings and declarations and all papers and documents as may be required for construction of building or building(s) on the said property before the Bally Municipality and other authorities competent thereof.

6.1.11 The name of the proposed multi storied building/complex shall be given by the Developer after discussion with the Owner.

7. MISCELLANEOUS:

7.1 The owner hereby undertakes to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter and the Owner shall execute any such additional Power of Attorney and/or Authorization in favour of the Developer for the purpose and if required, the Owner and also undertakes to sign

For The Sun Rolling Mills (P) Ltd. For The Sun Rolling Mills (P) Ltd.

Yogesh Khanna
Director.

Ganesh Khanna
Director.

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and execute all such additional applications and other documents as the case may be provided that all such acts, deeds and matters and things do not in any way infringe on the right of Owner and and/or against the spirit of this Agreement.

- 7.2 The Developer shall obtain the sanction plan of the building utilizing as much FAR area as permissible and construct multi storied building/complex with quality building materials and complete the construction work within the scheduled period of time subject to force majeure beyond the control of the Second party (Developer).
- 7.3 None of the party shall be entitled to raise any dispute objection or question but to follow and comply with the terms of this Agreement. The Parties further agree that they will not bring any dispute and difference between them to any Court of law but to solve and settle the same mutually on discussion and amicably.
- 7.4 The Owner shall not be liable for any default of sanctioned building plan and/or defective workmanship and/or the measurement and/or quality and durability of materials and/or for quality of construction of the building/complex. The Developer shall solely be responsible to the Bally Municipality and other authorities for any deviation of plan.
- 7.5 The Owner shall pay and bear the proportionate common expenses for maintenance of the said proposed multi storied building/complex in respect of its allocation only from the date of receiving possession thereof.
- 7.6 That the parties hereto shall pay GST or any other tax as applicable in respect of their allocation.
- 7.7 That the intending purchaser(s)/transferee(s)/allottee(s) shall have to pay GST and other charges to the developer as per the prevailing law. Similarly the allottees or intending purchaser(s) of the owner shall also pay GST as per prevailing law.

For The Sun Rolling Mills (P) Ltd.

Yogesh K...
Director.

For The Sun Rolling Mills (P) Ltd.

Gautam Kh...
Director.

- 7.8 This development agreement supersedes all previous negotiations, discussion, understanding or anything what has been contained in any document/ publication and the parties shall be governed by what has been agreed upon in this agreement.
- 7.9 That if any time during the subsistence of this Agreement the said property is acquired by the Government or other authority in that event this agreement shall stand cancelled and the compensation receivable by the first party (Owner) and second party shall be apportioned between the first party (Owner) and second party and the second party/developer taking into consideration the cost actually incurred by the Developer in respect of the proposed multi storied building/complex on the date of acquisition.
- 7.10 That neither party shall use or permitted to be use their respective allocation in the building or any portion thereof for carrying on any illegal and immoral trade or activity nor use the same for any purpose which may cause hazard to the other occupants of the multi storied building/complex.
- 7.11 Parties hereto hereby declare that they have entered into this agreement purely as a contract and nothing between them shall be construed as a partnership or sale.

8. Force Majeure

- A. Force Majeure shall mean those conditions which shall result in delays in commencement of construction, preconstruction activities and/or progress of construction and shall include conditions due to flood, water-logging, earthquake, riot, war, storm, tempest, civil commotion or any legal dispute including court order or any order from statutory body restraining construction or development of the said property not occasioned at the instance of or due to any default on the part of the developer.
- B. The Developer shall not be considered to be liable to any obligations hereunder to the extent that the performance of the

For The Sun Rolling Mills (P) Ltd.

Yogesh Khanna

Director.

For The Sun Rolling Mills (P) Ltd.

Gautam Khanna

Director.

2/

relevant obligations are prevented by the existence of the Force Majeure and shall be suspended from the obligations during the duration of the Force Majeure.

9. JURISDICTION:

All Courts within the limits of Howrah and the High Court at Calcutta shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents Between the Parties hereto.

THE SCHEDULE ABOVE REFERRED TO **(DESCRIPTION OF THE SAID PROPERTY)**

ALL THAT piece and parcel of land measuring 2 Bigha 10 Cottah a little more or less together with 10000 sq.ft. tin shed structure standing thereon comprised in holding No. 23, Agrasain Street (previously Duffer Street) corresponding to R.S. Dag No. 566, 567, 568 & 569 now L.R. Dag No. 344, L.R. Khatian No. 218 of Mouza-Malipanchghora, J.L. No. 17, Ward No. 26 under Bally Municipality, District Howrah-711204, together with all right, title, interest and right of easement attached thereto, which is butted and bounded by:-

ON THE NORTH : By remaining portion of 23, Agrasain Street;
ON THE SOUTH : By Parasuram Bazaz Road (formerly Stark road);
ON THE EAST : By remaining portion of 23, Agrasain Street;
ON THE WEST : By remaining portion of 23, Agrasain Street;

For The Sun Rolling Mills (P) Ltd.
Yogesh Khanna
Director.

For The Sun Rolling Mills (P) Ltd.
Gautam Khanna
Director.

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SPECIFICATION SCHEDULE

STRUCTURE:

<u>Foundation:</u>	RCC Foundation
<u>Super Structure:</u>	R.C.C framed construction brick walls.
<u>Wall: External :</u>	5" Brick work with plastered on both faces
<u>Internal :</u>	3" Brick work with plastered on both faces

FINISH :

<u>Wall :</u>	<u>External</u>	- The external finish shall be of Cement sand plaster considerations
<u>Internal</u>		- Plaster of Paris over cement sand plaster
<u>Ceiling</u>		- Plaster of Paris over cement sand plaster
<u>Windows</u>		- M.S. Grills and Aluminium sliding, except balcony
<u>Door -</u>		Main Entrance: Wooden Frames & Commercial Ply Door.

Internal Rooms/Toilet: Commercial Ply Door

Balcony Commercial ply door

Flooring Tiles flooring in the Bed Rooms, Living-cum-Dining Hall & Balcony with 4 inches skirting.

Toilets: Tiles Flooring with glazed tiles upto 6 feet height

Kitchen Tiles Flooring with Tiles Skirting 3 feet height

Cooking Black Stone top and Stainless Steel Sink

Sanitary & Plumbing PVC Soil and PVC Rain water pipes of standard quality. All plumbing in bathroom with concealed PVC Pipes for water drainage and concealed water 1" to 1/2" P.V.C. Pipes. All bathrooms provided with showers, and Western Style Commode.

Electrical Wiring & Fittings - Concealed electrical wiring

Bed room : 2 Light points, 1 Fan Point, 1 Plug Point and 1 T.V Point in one room/Living room.

Living cum dining Hall 2 Light points, 1 Fan Point, 1 Plug point 5 Amp. For T.V.

Kitchen - 1 Light Point, 2 Plug Point and 1 Exhaust Fan Point.

Toilets - 1 Light point & 1 Exhaust Fan Point

For The Sun Rolling Mills (P) Ltd.

Yogesh Khanna

Director.

For The Sun Rolling Mills (P) Ltd.

Gautam Khanna

Director.

Balcony

- 1 Light point

Entrance

- 1 Calling Bell Point and 1 Light point

WATER SUPPLY

From Deep Tube well to overhead tank for uninterrupted supply of water and underground water reservoir with 4 points in toilet, 2 points in kitchen and 1 point in Dining Space.

EXTRA WORK

Other than the above shall be charged at a rate as to be decided by the authorized engineer of developer and such amount shall be deposited before the execution of such work.

MAINTENANCE

The maintenance of Corridors, entrance, stair case, sanitary, drainage systems, water supply, power supply, white wash and all repairing and renovation work will be carried out by co-operative/association of flat owners.

ELECTRIC METER

Procurement of electric meter for each flat(s)/shop(s) / office(s) or any saleable space(s) etc. from CESC shall be on account and cost of intending purchaser(s)/ Allottee(s).

TRANSFER AND REGISTRATION The cost and expenses for preparing Agreement, Sale Deed, stamping, Registration Solicitors/Advocate fees, other duties and charges as applicable on the date of transfer and registration shall be borne by the Purchaser(s) through owner/ Developer. All Govt. Tax/ duties to be borne by the purchaser(s).

For The Sun Rolling Mills (P) Ltd.

Yogesh K. Lame
Director.

For The Sun Rolling Mills (P) Ltd.

Gautam K. Lame
Director.

IN WITNESS WHEREOF the parties hereto signed on this Agreement at Howrah on this day, month and year first above written.

Signed, sealed and delivered by
by the Directors above named of Owner
In pursuance with Resolution of Board
of Directors' dated 25.05.2024,
in presence of:

1. GOURAV KUNDU
7713 HARRA RD
KOL - 700026

2. Supriya Datta.
Howrah Judge's Court
Howrah.

For The Sun Rolling Mills (P) Ltd.

Yogesh Kumar
Director

For The Sun Rolling Mills (P) Ltd.

Gautam Khanna
Director

SIGNATURE OF THE OWNERS

Signed, sealed and delivered by
One of the Directors of Developer
In pursuance with Resolution of Board
of Directors' dated 26.05.2024.
in presence of:

For BIJAYLAXMI GRIHA NIRMAAN PVT. LTD.

Deepak Kumar
Director

SIGNATURE OF THE DEVELOPER

Drafted by me

Ajit Pandey
Advocate
WS/839/2010

RECEIPT

RECEIVED with thanks from the **Second Party/Developer** above named the sum of **Rs. 51,00,000/-** (Rupees Fifty One Lakh Only) towards interest free Security Deposit for the purpose of development work of the said property as described in the Schedule written hereinabove as per memo below:

MEMO

<u>SN</u>	<u>DATE</u>	<u>PARTICULARS</u>	<u>AMOUNT (RS.)</u>
1.	06.06.2024	000363	51,00,000.00/-
		TOTAL: -	51,00,000.00/-

(RUPEES FIFTY ONE LAKH ONLY)

For The Sun Rolling Mills (P) Ltd.

Yogesh Khanna

Director

For The Sun Rolling Mills (P) Ltd.

Guram Khanna

Director

SIGNATURE OF THE OWNER

WITNESS: -

1. GOURAV KUNDU
78/13 HAZRA RD
KOL - 700026
2. Supriya Datta.
Howrah Judges' Court
Howrah.

Photo & Signatures of
the Executants

SPECIMEN FOR TEN FINGER PRINTS



For The Sun Rolling Mills (P) Ltd.

Yogesh Khanna

Director

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



For The Sun Rolling Mills (P) Ltd.

Gaurav Khanna

Director

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



For BAJAJ LAXMI GRIMA NIRMALAN PVT. LTD.

Rajat Khanna

Director

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



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



050620242006856487

GRIPS Payment Detail

GRIPS Payment ID:	050620242006856487	Payment Init. Date:	05/06/2024 21:19:08
Total Amount:	125992	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	9301513658326	BRN Date:	05/06/2024 21:19:28
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Ms BIJAYLAXMI GRIHA NIRMAAN P LTD
Mobile: 9748071066

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192024250068564888	Directorate of Registration & Stamp Revenue	125992
Total			125992

IN WORDS: ONE LAKH TWENTY FIVE THOUSAND NINE HUNDRED NINETY TWO ONLY.

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



PAYED

Major Information of the Deed

Deed No :	I-0502-05880/2024	Date of Registration	06/06/2024
Query No / Year	0502-2001352628/2024	Office where deed is registered	
Query Date	01/06/2024 2:27:28 PM	A.D.S.R. HOWRAH, District: Howrah	
Applicant Name, Address & Other Details	Vijay Kumar Singh Howrah Judges Court, Thana : Howrah, District : Howrah, WEST BENGAL, PIN - 711101, Mobile No. : 8001591295, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 51,00,000/-]		
Set Forth value	Market Value		
Rs. 35,00,000/-	Rs. 11,80,30,511/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,071/- (Article:48(g))	Rs. 51,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Howrah, P.S:- Bally, Corporation: BALLY, Road: Agrasain Street, , Premises No: 23, , Ward No: 026 Pin Code : 711204

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	2 Bigha 10 Katha	25,00,000/-	11,53,30,511/-	Property is on Road
Grand Total :				82.5Dec	25,00,000 /-	1153,30,511 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	10000 Sq Ft.	10,00,000/-	27,00,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 10000 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		10000 sq ft	10,00,000 /-	27,00,000 /-	

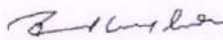
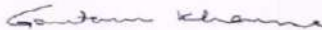
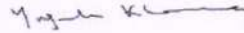
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	THE SUN ROLLING MILLS PRIVATE LIMITED Room No. 211, P-2, New C. I. T. Road, City:- Kolkata, P.O:- Chittaranjan Avenue, P.S:-Bowbazar, District:- Kolkata, West Bengal, India, PIN:- 700073 Date of Incorporation:XX-XX-1XX3 , PAN No.:: AAxxxxxx7N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Bijaylaxmi Griha Nirmaan Private Limited 2, Satya Narayan Temple Road(Wno 4), City:- Howrah, P.O:- Salkia, P.S:-Malipanchghara, District:-Howrah, West Bengal, India, PIN:- 711106 Date of Incorporation:XX-XX-2XX3 , PAN No.:: AAxxxxxx2F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
Mr Rohit Kumar Gupta Son of Late Ajay Kumar Gupta Date of Execution - 06/06/2024, , Admitted by: Self, Date of Admission: 06/06/2024, Place of Admission of Execution: Office		 Jun 6 2024 4:11PM	 Captured LTI 06/06/2024	 06/06/2024
120, Sri Arobinda Road, City:- Howrah, P.O:- Salkia, P.S:-Golabari, District:-Howrah, West Bengal, India, PIN:- 711106, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX8 , PAN No.:: aqxxxxxx2I, Aadhaar No: 68xxxxxxxx6812 Status : Representative, Representative of : Bijaylaxmi Griha Nirmaan Private Limited (as Director)				
2	Name	Photo	Finger Print	Signature
Mr Gautam Khanna (Presentant) Son of Mr Raman Kumar Khanna Date of Execution - 06/06/2024, , Admitted by: Self, Date of Admission: 06/06/2024, Place of Admission of Execution: Office		 Jun 6 2024 4:12PM	 Captured LTI 06/06/2024	 06/06/2024
BG-50, Salt Lake City, Sector-II, City:- Not Specified, P.O:- Sech Bhawan, P.S:-Bidhannagar, District:- North 24-Parganas, West Bengal, India, PIN:- 700091, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX1 , PAN No.:: AFxxxxxx6R, Aadhaar No: 87xxxxxxxx4403 Status : Representative, Representative of : THE SUN ROLLING MILLS PRIVATE LIMITED (as Director)				
3	Name	Photo	Finger Print	Signature
Mr Yogesh Khanna Son of Mr Rajeev Kumar Khanna Date of Execution - 06/06/2024, , Admitted by: Self, Date of Admission: 06/06/2024, Place of Admission of Execution: Office		 Jun 6 2024 4:13PM	 Captured LTI 06/06/2024	 06/06/2024

BF 243 Baisakhi Island, Salt Lake,, Block/Sector: I, City:- , P.O:- Sech Bhawan, P.S:-Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700091, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX9 , PAN No.:: afxxxxxx4p, Aadhaar No: 69xxxxxxxx4933 Status : Representative, Representative of : THE SUN ROLLING MILLS PRIVATE LIMITED (as Director)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Supriya Dutta Son of Late Bimal Dutta Howrah Judges Court, City:- Howrah, P.O:- Howrah, P.S:-Howrah, District:- Howrah, West Bengal, India, PIN:- 711101		 Captured	
	06/06/2024	06/06/2024	06/06/2024

Identifier Of Mr Rohit Kumar Gupta , Mr Gautam Khanna , Mr Yogesh Khanna

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	THE SUN ROLLING MILLS PRIVATE LIMITED	Bijaylaxmi Griha Nirmaan Private Limited-82.5 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	THE SUN ROLLING MILLS PRIVATE LIMITED	Bijaylaxmi Griha Nirmaan Private Limited-10000.00000000 Sq Ft

Endorsement For Deed Number : I - 050205880 / 2024

On 06-06-2024

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 15:18 hrs on 06-06-2024, at the Office of the A.D.S.R. HOWRAH by Mr Gautam Khanna

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 11,80,30,511/-

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

Execution is admitted on 06-06-2024 by Mr Rohit Kumar Gupta , Director, Bijaylaxmi Griha Nirmaan Private Limited (Private Limited Company), 2, Satya Narayan Temple Road(Who 4), City:- Howrah, P.O:- Salkia, P.S:-Malipanchghara, District:-Howrah, West Bengal, India, PIN:- 711106

Indetified by Mr Supriya Dutta , , Son of Late Bimal Dutta , Howrah Judges Court, P.O: Howrah, Thana: Howrah , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

Execution is admitted on 06-06-2024 by Mr Gautam Khanna , Director, THE SUN ROLLING MILLS PRIVATE LIMITED (Private Limited Company), Room No. 211, P-2, New C. I. T. Road, City:- Kolkata, P.O:- Chittaranjan Avenue, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700073

Indetified by Mr Supriya Dutta , , Son of Late Bimal Dutta , Howrah Judges Court, P.O: Howrah, Thana: Howrah , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

Execution is admitted on 06-06-2024 by Mr Yogesh Khanna , Director, THE SUN ROLLING MILLS PRIVATE LIMITED (Private Limited Company), Room No. 211, P-2, New C. I. T. Road, City:- Kolkata, P.O:- Chittaranjan Avenue, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700073

Indetified by Mr Supriya Dutta , , Son of Late Bimal Dutta , Howrah Judges Court, P.O: Howrah, Thana: Howrah , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 51,021.00/- (B = Rs 51,000.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 51,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 05/06/2024 9:19PM with Govt. Ref. No: 192024250068564888 on 05-06-2024, Amount Rs: 51,021/-, Bank: SBI EPay (SBlePay), Ref. No. 9301513658326 on 05-06-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 74,971/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1050, Amount: Rs.100.00/-, Date of Purchase: 04/03/2024, Vendor name: SOMA SHEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 05/06/2024 9:19PM with Govt. Ref. No: 192024250068564888 on 05-06-2024, Amount Rs: 74,971/-, Bank: SBI EPay (SBlePay), Ref. No. 9301513658326 on 05-06-2024, Head of Account 0030-02-103-003-02


Provash Adhikary
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. HOWRAH
Howrah, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0502-2024, Page from 180464 to 180497
being No 050205880 for the year 2024.



[Handwritten signature]

Digitally signed by PROVASH ADHIKARY
Date: 2024.06.07 18:27:23 +05:30
Reason: Digital Signing of Deed.

(Provash Adhikary) 07/06/2024
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. HOWRAH
West Bengal.