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Certified that the document is admitted to registration. The signature sheets and the endroesement sheets attached with the document are the pa t of this document.

District Sub-Register-II
Alipore, South 24-parganas
29.08.23

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 25th day of August in the year Two Thousand Twenty-Three

26227 22 MAY 2023

No. .....Rs. 100/- Date.....

Name : ..... B. C. LAHIRI
Advocate
ALIPUR JUDGE COURT

Address : KOL-27

Vendor : .....

Alipore Collectorate, 24Pgs. (South)
SUBHANKAR DAS
STAMP VENDOR
Alipore Police Court, Kol-27

10728

SIOM REALTY PVT. LTD.

DIRECTOR/ AUTHORISED SIGNATORY

Office of the Dist. Sub-Registrar-III
South 24-Parganas, Alipore

10729

Rakesh Hi-Rise Pvt. Ltd.
Basanti Devi Tower Pvt. Ltd.
Hilltop Health Care Centre Ltd.
Goel Food Products Pvt. Ltd.

Constituted Attorney

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10730

Identified by me
Anindita Roy
D/o - Late Alok kr. Roy
11/1, Sunny Park, Kol-19
Occupation - Service

BETWEEN

(1) RAKESH HI-RISE PRIVATE LIMITED (PAN:AAHCR0035N; CIN: U70102WB2014PTC203188), an existing Company within the meaning of the Companies Act, 2013 having its Registered Office at No.1, British India Street, Ground Floor, Room No.018, P.O. Esplanade, Police Station Hare Street, Kolkata 700069; **(2) BASANTI DEVI TOWER PRIVATE LIMITED** (PAN:AAGCB0325E; CIN: U70102WB2014PTC203189), an existing Company within the meaning of the Companies Act, 2013 having its Registered Office at No.1, British India Street, Ground Floor, Room No.018, P.O. Esplanade, Police Station Hare Street, Kolkata 700069; **(3) HILLTOP HEALTHCARE CENTRE LIMITED** (PAN: AAACH6344P; CIN: U74110WB1994PLC063997), an existing Company within the meaning of the Companies Act, 2013 having its Registered Office at No.76/1/2, Golaghata Road, 80, Ashutosh Mukherjee Road, P.O. Sreebhumi, Police Station Lake Town, Kolkata 700048; **(4) GOEL FOOD PRODUCTS LIMITED** (PAN:AABCG6908R; CIN: U51909WB1996PLC076909), an existing Company within the meaning of the Companies Act, 2013 having its Registered Office at No.76/1/2, Golaghata Road, P.O. Sreebhumi, Police Station Lake Town, Kolkata 700048, all represented by their Constituted Attorney, Mr. Rakesh Kumar Patawari (PAN AFLPP3310C, Aadhaar No.572199676737) son of Late Chhotu Lal Patawari, by occupation-Business, by Nationality-Indian, presently residing at B5GJ Sneha Garden, 28, Rai Bahadur Road, P.O. New Alipore, Police Station-Alipore, Kolkata 700053; - all hereinafter collectively referred to as "the **OWNERS / LAND OWNERS**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successors or successors-in-interest and permitted assigns) of the **ONE PART;**

AND

SIOM REALTY PRIVATE LIMITED (PAN:AAECM1910C; CIN: U70101WB2005PTC101917), an existing Company within the meaning of the Companies Act, 2013, having its Registered Office at No.11/1, Sunny Park, Juthika Apartment, 1st Floor, Post Office & Police Station Ballygunge, Kolkata 700019, represented by its Director Mr. Sameer Vikram Agarwal (PAN: ADYPA4896M; Adhaar Card No.784426151812), son of Mr. Vikram Chand Agarawal, residing at "Maniam", Flat No. 4B, 3/2A, Garcha First Lane, Kolkata 700019, Police Station Gariahat, Post Office Ballygunge, West Bengal, hereinafter referred to as "the **DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context mean and include its successors or successors-in-interest, nominees and assigns) of the **OTHER PART:**

WHEREAS:

A. **Property:** The Owners herein are seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners to **All That** the Municipal Premises No.4, Yeni Sarani, P.O. Joka, Police Station- Haridevpur (formerly Thakurpukur and prior thereto Behala), Kolkata 700104, within the limits of The Kolkata Municipal Corporation, Ward No.143, being a piece and parcel of land containing an area of **25 Cottahs** (equivalent to 41.25 Decimals) more or less situate lying at and being a divided and demarcated portion of L.R. Dag No.855, corresponding to R.S. Dag No.843, recorded in L.R. Khatian Nos. 7879, 7877, 7878 and 7880 (in the name of the Owners herein) together with tile shed measuring 250 sq.ft. more or less, in Mouza Kalua, J.L. No.22, A.D.S.R. Behala, District Registration Office Alipore, in the

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District of South 24 Parganas, fully described in the **First Schedule** hereunder written and hereinafter for the sake of brevity referred to as "the **said Property / said Premises**", absolutely and forever free from all encumbrances and liabilities whatsoever.

B. **Devolution of title:** Devolution of title of the **Owners** to the **said Property** is set out in the **Second Schedule** hereunder written.

C. **Representations and Warranties:** The Owners do and each of them doth hereby represent assure and warrant in favour of the Developer as follows:

(i) **Ownership:** The Owners are seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute lawful owners of the said Property and the same is free from all encumbrances and liabilities whatsoever.

(ii) **Mutation:** The said Property is presently mutated in the names of the Owners in the Records of Rights of the concerned B.L. & L.R.O. in various Khatians and also in the records of the Kolkata Municipal Corporation.

(iii) **Nature of Use:** The nature of use of the entirety of the said Property has been duly converted and the same is now recorded as "Bahutal Abasan."

(iv) **Free From All Encumbrances:** The said Property is free from all encumbrances mortgages charges liens lispendens attachments debutters trusts wakfs benami transactions uses leases tenancies thika tenancies licences occupancy rights bargadars bhagchasis vestings claims demands acquisitions requisitions alignments and liabilities whatsoever or howsoever created done or suffered by the Owners and the Owners have been exercising rights of ownership and possession without any let hindrance or objection.

(v) **Possession:** That the entirety of the said Property is in lawful khas peaceful vacant physical possession of the Owners and no one else has any right, claim or demand with regard thereto.

(vi) **Marketable Title of Owners:** The Owners have a good and marketable title to the said Property. The Land Owners shall at their own costs ensure that title to the said Property continues to remain good and marketable and free from all encumbrances till the completion of the Project (as defined later in this agreement) and sale and transfer of all Saleable Spaces.

(vii) **No Previous Agreement:** There is no subsisting negotiation and/or agreement with any person or persons for sale or transfer or lease or development or otherwise of the said Property and the Owners confirm that they shall not, during the subsistence of this agreement, enter into any negotiation or agreement at any time hereafter save in favour of the Developer and/or its nominees.

(viii) **No Power of Attorney:** The Owners have not executed any Power of Attorney in respect of the said Property for any purpose whatsoever in

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favour of any person, and the Owners confirm that they shall not, during the subsistence of this agreement, execute any such power of attorney at any time hereafter save in favour of the Developer and/or its nominees.

(ix) **No Vesting :** That no part or portion of the said Property has vested in the State under the provisions of the West Bengal Land Reforms Act, 1955 or any other local land / tenancy law, act or statute applicable to the said Property nor is there any case pending under any such Acts or Statutes.

(x) **No Excess Land and No Impediment in Transfer:** That the Owners or their predecessors never held nor hold excess land within the meaning of the West Bengal Land Reforms Act, 1955 or the Urban Land (Ceiling & Regulation) Act, 1976 or any other law or statute for the time being in force and that there is no impediment in the Owners' entering into this agreement and/or in selling conveying and transferring the said Property under the provisions of the West Bengal Land Reforms Act, 1955 or the Urban Land (Ceiling & Regulation) Act, 1976 or any other law or statute for the time being in force.

(xi) **Access to the said Property:** That the access to and egress from the said Property is unconditionally and absolutely available for all purposes and the Owners have not entered into any arrangement or agreement of any nature with any person / third party which in any manner restricts the access / egress to the said Property from the road and may give rise to any dispute for access.

(xii) **Khajna and Taxes Paid:** That the Land Owners have made payment of Khajna upto 11th November, 2021 and shall be liable to make payment of the all khajna and other applicable rates and taxes (including municipal rates and taxes) if any due prior to November 2021 in respect of the said Property.

(xiii) **No Requisition or Acquisition:** The said Property or any part thereof is not affected by any requisition or acquisition proceedings or alignment or scheme of any authority or authorities under any law and/or otherwise.

(xiv) **No Notice or Scheme or alignment:** That no portion of the said Property is affected by any notice or scheme or alignment of any Local Development Authority or the Government or the Concerned Authority or the Kolkata Municipal Corporation or any other Public or Statutory Body or Authority.

(xv) **No Attachment:** That the said Property is not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever or howsoever and there never was or is now no Certificate Case or proceeding against the Owners or any of them or their respective predecessors-in-title/interest for realization of the arrears of Income Tax or other taxes or dues or

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otherwise under the Public Demands Recovery Act or any other Acts for the time being in force.

(xvi) **No Charge/Mortgage:** That the Owners have not created any registered or equitable mortgage or anomalous mortgage or charge or lien on the said Property or any part thereof and that the same is free from all charges mortgages encumbrances and liabilities whatsoever or howsoever.

(xvii) **No Claim Adversely:** That there is no claim of any person or persons relating to the title or possession of the said Property or any part thereof adversely to the Owners or their predecessors-in-title.

(xviii) **Not Subject To Any Right To Others etc.:** That the said Property or any part thereof is not affected by or subject to (a) any right of residence or maintenance under any testamentary disposition settlement or other documents or under any law, (b) any trust resulting or constructive arising under any debutter name benami transaction or otherwise, (c) any debutter wakf or devseva, (d) any right of way water light support drainage or any other easement with any person or property, (e) any burden or obligation other than payment of municipal and other rates and taxes, (f) any restrictive covenant, (g) any other encumbrance of any kind whatsoever.

(xix) **Owners have Authority:** The Owners have good and full right, power and authority to enter into this Agreement and to comply with their obligations herein.

(xx) **No Prejudicial Act:** The Owners have not done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.

(xxi) **No Legal Proceedings or Restraining Order:** There are no pending legal or other proceedings and/or any subsisting order of any Court or authority relating to or affecting the said Property or any part thereof in any manner whatsoever and there is no legal bar or restriction or impediment or decree judgement or any other order having ever been made or passed affecting the said Property or any part thereof or the title / interest of the Owners thereto.

(xxii) **Original Title Documents:** All original documents of title in respect of the said Property ("**Original Title Documents**") are in the exclusive possession and custody of the Owners and no other person or entity has any right or entitlement in respect of the same and the Owners have not created any charge or mortgage by depositing the title deeds or any of them or otherwise.

(xxiii) **No Thika Tenancy:** That the said Property or any part thereof is not affected by the provisions of the West Bengal Thika Tenancy (Acquisition & Regulation) Act, 2001 or the erstwhile Kolkata Thika and other Tenancies and that all the structures and constructions at the said Property have been constructed and erected by and belong to the Owners or any of them and/or the predecessors-in-title of the Owners.

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(xxiv) **No Waterbody:** There is no water body or pond or wetland within the said Property or any of them or any part or portion thereof.

(xxv) **Resolution and General Meeting:** The respective Board of Directors of the land owning Companies in their respective Board Meetings have unanimously passed Resolutions for development of the said Property on the terms herein contained.

(xxvi) **No dispute between Owner Companies and their respective shareholders:** That there is no dispute between the Land-owners and their respective shareholders, or amongst the share-holders thereof, relating to or concerning any matters or affairs or property of the Owners.

(xxvii) **No dispute amongst the share-holders of the Owner Companies:** That there is no dispute or litigation as amongst the share-holders of the respective owners, affecting the said Property and that the management and control of the respective Owners vests in their respective present Board of Directors, which are herein represented, and that there is no parallel Board functioning nor is there any claim or dispute for formation of any parallel Board.

(xxviii) **No impediment in entering into this agreement:** That there is no impediment or restriction of any nature whatsoever in the Owners entering into this agreement or in the Owners' transferring or conveying the land comprised in the said Property.

D. The Developer doth hereby represent assure and warrant in favour of the Owners as follows:

(i) **Registration:** The Developer shall cause the Project to be registered under West Bengal Real Estate Regulatory Authority under the Real Estate (Regulation and Development) Act 2016 (RERA) and /or under the prevailing law(s) and shall ensure due compliance and observance thereof and the rules framed thereunder, and shall keep the Owners saved harmless and fully indemnified.

(ii) **Authority:** The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.

(iii) **Completion of the Project:** The Developer shall complete the construction and development of the building/building(s) ("**New Building**") in the Project at its own costs and expenses within the agreed time-frame as mentioned in this Agreement and as shall be mentioned in Agreement for Sale with the prospective buyers.

(iv) **Abandoning the Project:** The Developershall not abandon, delay or neglect the Project in any manner and shall accord the necessary priority thereto barring force majeure circumstances.

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E. The Owners and the Developer have mutually decided to take up the Project i.e. the development of the said Property by construction of the New Building(s) thereat and commercial exploitation thereof in the manner contained in this Agreement, with the main crux being that development at and construction of New Building(s) at the said Property shall be made by the Developer and the revenues arising from sale and transfer of the Saleable Spaces shall be shared by the Owners and the Developer as mentioned in this Agreement (the "**Project**").

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

1. **Appointment:** The Owners do and each of them doth hereby appoint the Developer as the developer of the said Property and (subject, however, to the provisions of termination clause below) permit and grant exclusive right to the Developer to develop the said Property by constructing New Building(s) thereat, for mutual benefit and for the consideration and on the terms and conditions herein contained. The Developer hereby accepts the said appointment by the Owners on the terms and conditions herein contained.

1.1 The rights granted to the Developer to develop the said Property shall not be revoked by the Land Owners so long the Developer is not in default of its obligations hereunder, without prejudice to the rights of the Developer to rectify the defaults, if any, within a reasonable period of time after receiving prior notice in writing from the Owners informing the Developer of the nature of the default and suggested remedial measures to be taken.

2. **Title not be affected:** The Land Owners shall make out a good and marketable title and shall ensure that the rights title and interest of the Land Owners to the said Property is and continues to remain good and marketable and free from all encumbrances and liabilities till the completion of the Project (as defined in this agreement) and sale and transfer of all Saleable Spaces and shall do acts deeds and things as be required from time to time to perfect its title to the same. In this regard the Owners shall not do any act, deed or thing whereby the rights title and interest of the Owners to the said Property is affected prejudicially during the currency of this agreement and till all Saleable Spaces are sold and transferred and/or allotted to the parties hereto in terms hereof. If any encumbrance or liability or defect in title is found in respect of the said Property, the Owners shall clear / rectify the same at the Owners' own costs and keep the Developer indemnified with regard hereto.

3. In this agreement, the term "**Saleable Spaces**" shall mean and include flats, apartments, shops, showrooms, offices, units, parking spaces and/or rights therein and shall also include all other areas rights and spaces capable of being sold or transferred or let out or be licensed out, as the case may be.

   It is clarified that Saleable Spaces shall also include all commercial and other benefits accruing / derivable from the New Building/s and the said Premises, such as hoardings, signages, bill-boards etc., and not specifically mentioned or dealt with herein.

4. **Possession:** Possession of the said Property shall remain joint between the Parties hereto and upon execution of this Agreement, the Developer shall be entitled to enter upon the said Property for purposes connected to this

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agreement for development and construction of the New Building(s) as per the Revised Plan as be obtained from the authorities and for taking steps for the purposes of the Project, including (but not limited) to measurement, planning, soil testing etc. The Developer shall be entitled to secure the said Property by deploying security guards. Within 7 (seven) days of the obtaining of the revised plan, the Owners shall make available the entirety of the said Property to the Developer in peaceful vacant condition.

5. **Documents of Title:** At or before the execution hereof, the Original Title Documents of the said Property, along with the available chain documents, have been handed over by the Owners to the Developer, who shall keep the same safe and shall produce the same before the Owners as be required from by the Owners and also furnish true or attested or otherwise copies of or extracts or abstracts from the same as may be reasonably required by the Owners. Further, in case the Original Title Documents of the said Property are required to be deposited with any financer / bank / financial institution / lender to enable the Developer to obtain loans / finances only for the purpose of development and construction of the said Property as contained in Clause 27 hereinbelow, then the Developer shall be entitled to deposit the same with such financer / bank / financial institution / lender.

6. **Initial Compliances:** For submission of revised plan for sanction in connection with the development of the said Property, the following need to be complied with, which all are within the scope of the Owners, but shall be carried out by the Developer on behalf of the Owners at the costs of Owners:

   a) **Mutation:** Mutation (if pending) or correction if required in the names of the Owners for the said property in the records of the Kolkata Municipal Corporation;

   b) **Conversion:** Cause conversion / change in nature of use (if pending) or correction if required of the said property to "Bastu / Homestead / Housing Complex", to enable development as envisaged in this Agreement.

7. **Plan:** After Initial Compliances having been achieved and all necessary permissions and clearances having been obtained, the Developer shall prepare and have obtained from the concerned authorities the revised building plan for construction of New Buildings, be they commercial, residential, educational, mixed use buildings or else at the said Property.

7.1 **Sanction Fee etc.:** The sanction fee for obtaining the revised sanction plan and related expenses shall be borne and paid by the Developer.

7.2 **Additional FAR on Green Building / Metro Corridor etc:** All costs (including land costs, if any) of purchasing additional FAR on account of Green Building and/or Metro Corridor etc., if available, and decided to be availed by the Developer, will be borne and paid by the Developer including the regular sanction fee.

8. **Architects and Consultants:** The Owners confirm that the Owners have authorized the Developer to appoint the Architect(s) and other consultants in connection with construction work of the Project at the said Property. All fees,

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costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer.

8.1. **Modification of Plan:** The Developer shall be entitled to have the sanctioned plan modified / amended / altered as the Developer may deem fit and proper within the scope and extent of the applicable law(s).

9. **Specifications:** The Developer shall use standard quality building materials as is provided in multistoried residential/commercial buildings in and around the locality where the said Property is located and are approved by the Architect(s). The developer shall solely responsible and accountable for any error or mistake or deviation or any such matter in structural layout and development of the said property, the Owners are nowhere accountable for any error in the development of the said Property.

10. **Commencement of Construction:** With regard to time of commencement of the Project at the said Property, it has been agreed between the Parties that the Developer shall commence the construction work of the New Building(s) within **6 (six) months** of (i) obtaining the Revised Plan by the Concerned Authorities; (ii) obtaining of all approvals and permissions necessary for development, including those required under The Real Estate (Regulation & Development) Act, 2016 or any other applicable laws if promulgated or amended in future; (iv) the Owners complying with their obligations herein; and there being no fetters or embargo or hindrance in the commencement of development (**Commencement Date**).

10.1 **Completion:** The Developer shall construct, erect and complete the development/construction of the New Building(s) within a period of **48 (forty-eight)** months from the Commencement Date with an additional grace period of another **6 (six)** months (**Completion Time**). The aforesaid Commencement Date and Completion Time shall be subject to Force Majeure as morefully contained herein.

10.2 The Developer shall construct the New Building/s in accordance with the Revised Building Plan with sanctionable modifications additions alterations etc., and do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules in force at the relevant time.

11. **Powers And Authorities:** For obtaining orders and permissions for sanction / revalidation / modification / amendment / addition / alteration etc. of the Plan and for undertaking development and construction of the New Building at the said Property and all purposes connected with development, and for taking bookings, making allotments, for entering into agreements, and also for sale transfer and disposal of the Saleable Spaces in terms hereof with the intending purchasers, the Developer shall have all rights powers and authorities.

11.1 **Pursue Sanction etc.:** With effect from the date hereof, the Developer shall be at liberty to and duly authorised and empowered to pursue the matters with regard to mutation, conversion etc. and obtaining the Revised Plan. Upon sanction of such Plan the Developer shall be at liberty to pursue the matters with regard to any modification / amendment / addition / alteration etc., of the Plan and the Developer shall be at liberty to and duly authorised and empowered to pursue the matters with regard to the construction,

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development and commercial exploitation of the said Property in the manner herein agreed, including appointment of architects, engineers etc, at the cost of the Developer only.

11.2 **Temporary Connections:** The Developer shall be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the said Property, if any. The recurring charges for such temporary as also existing connections will be paid by the Developer till the New Building(s) is ready to the extent necessary for handing over the possession to the prospective buyers.

11.3 **Quotas:** The Developer shall be authorized in the name of the Owners to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Building(s).

11.4 **No Obstruction:** The Owners agree and covenant with the Developer that the Owners shall extend their full co-operation and will not cause any obstruction, interference or hindrance in the Developer carrying out the work of development herein envisaged and not to do any act deed matter or thing whereby the rights of the Developer hereunder may be affected or the Developer is prevented from carrying out the development herein envisaged or transferring the Saleable Spaces and shall indemnify the Developer for all losses damages costs claims demands consequences suffered or incurred as a result thereof.

12. **Power(s) of Attorney:** The Owners have simultaneously with the execution of this Agreement granted to the Developer and/or its nominees, Power(s) of Attorney *inter alia* for the purpose of mutation, conversion etc., for getting the Plans sanctioned / revalidated / modified / amended / altered / revised by the Authorities, and for the purposes of dealing with all regulatory issues relating to the Project and dealing with different authorities in connection with construction of the New Building/s and for the purpose of booking, sale and transfer of the Saleable Spaces in the New Building/s at the said Property.

12.1 Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans, etc. required by the Developer for enabling the Developer to perform all obligations under this Agreement pertaining to development of the said Property. The Owners shall execute additional power of attorney(s) and/or authorizations as may be required by the Developer for the purposes connected hereto.

13. **Security Deposit:** An interest free refundable security deposit of **Rs.11,00,000/- (Rupees Eleven Lacs)** only (the "Security Deposit"), is payable by the Developer to the Owners for the development and construction of the New Building on the said Property on or before the execution of this Agreement and the Power of Attorney in terms of this Agreement in favour of the Developer.

13.1 The Security Deposit of **Rs.11,00,000/- (Rupees Eleven Lacs)** only shall be refunded by the Owners to the Developer at the time of receipt of the

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completion certificate by the Developer from the Kolkata Municipal Corporation.

14. Owners' Consideration:

14.1 **Owners' Allocation and/or Owners' Share of the Gross Sale Proceeds**

The Land Owners shall be entitled to the Gross Sale Proceeds realised from an area equivalent of 18,000 Square Feet (Super Built-up / Chargeable area basis, (being the built-up area plus proportionate share of common areas) **And** 12 (Twelve) open / covered parking spaces (being proportionate to the aforesaid 18,000 Square Feet).

The Owners' Allocation and/or Owners' Share of the Gross Sale Proceeds shall be received by the Owners from the Sale Consideration Bank Account / RERA Escrow Account as mentioned in this Agreement.

15. Developer's Consideration:

15.1 **Developer's Allocation and/or Developers' Share of the Gross Sale Proceeds**

The Developer shall be entitled to all the remaining Gross Sale Proceeds realised from all Saleable Spaces Excluding the Owners' Share of the Gross Sale Proceeds.

The Developer's Share of the Gross Sale Proceeds shall be received by the Developer from the Sale Consideration Bank Account / RERA Escrow Account as mentioned in this Agreement.

16. Gross Sale Proceeds and Financials:

16.1 **Gross Sale Proceeds:** For the purpose of this Agreement, the expression "Gross Sale Proceeds" shall mean all amounts receivable or received from the sale and/or transfer of Saleable Spaces but following items are however excluded / deducted from the Gross Sale Proceeds, all of which shall be received by the Developer:

a) Marketing and advertising costs, brokerages which the Parties have mutually agreed and fixed at 4% (Four percent) of the Gross Sale Proceeds without getting into the details.
b) Statutory realisation, including but not limited to Goods and Services Tax (GST) and/or any other taxes for the time being etc. which is to be deposited to the Govt. authorities;
c) Cost of extra work carried out exclusively at the instance of Transferees of Saleable Spaces;
d) Any deposit cost charges or expenses for Electricity Board and/or local electricity suppliers, local charges, etc.
e) Association / society formation charges, deposits/security received from transferees of Saleable Spaces against sinking fund or for any other mutually decided specified purpose not forming part of consideration for sale/transfer of Saleable Spaces;

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f) Amounts received from Transferees of Saleable Spaces on account of or as extras / deposits on account of Legal Fees, generators, transformers and/or any other installations and facilities

g) Any deposits / advances against rates and taxes, maintenance charges etc.;

h) Amounts received from Transferees of Saleable Spaces and other spaces areas rights or benefits at the said Premises on account of or as gas bank charges, security charges, and/or any other facilities such as air conditioning, etc.

17. **Sales and Disbursement of Sale Proceeds:** All policy decisions regarding the sale and transfer of the Project (i.e. all Saleable Spaces and all other spaces areas rights benefits etc., in the said Property) including deciding the sale price and revising the same from time to time, shall be taken by the Developer. The sale considerations in respect of the sales of Saleable Spaces shall be deposited in a separate bank account / RERA Escrow Account opened for such purpose (in short called "**Sale Consideration Bank Account**") which shall be operated by the Developer. No other bank account shall be used for deposit of the sale considerations from the Project. Suitable standing instructions shall be given to the Bank for disbursement of the sale proceeds (excluding GST) collected in such Sale Consideration Bank Account to the respective accounts of the Owners and the Developer as mandated by RERA, with necessary adjustments with regards to GST (if deposited) etc.

17.1 The Developer shall be entitled to engage and/or appoint marketing agents and brokers for marketing the spaces/units in the project. The Owners shall be liable for 4% (Four Percent) of Owners' Allocation and / or Owners' Share of the Gross Sale Proceeds on account of marketing costs, brokerage and / or commission and the same shall be deducted / adjusted from the Owners' Share of the Gross Sale Proceeds and necessary instructions to that effect shall be given from time to time by the Parties to the Bank in which the Sale Consideration Bank Account is opened.

18. **Dealing with Transferees:** The Developer alone shall be entitled to deal with the Transferees regarding the sale, transfer and/or lease of all Saleable Spaces and shall take all necessary steps for the same including getting the transfer documents prepared and signed, collecting payments, handing over possession, etc.

18.1 In case any agreement to be entered into with the intending transferees for the sale and transfer of any of the Saleable Spaces / units / constructed spaces is terminated, cancelled and/or rescinded for any reason, the consequences of such termination, cancellation and rescinding shall be binding upon the Owners as well as the Developer. In case of such termination, cancellation and rescinding, the Owners as well as the Developer shall refund the amounts received by them subject to deduction of applicable cancellation charges along with applicable interest/compensation to such intending transferees within the agreed time frame.

19. **Transfer in favour of Transferees**: The Saleable Spaces and other spaces areas rights or benefits at the said Property shall be sold and transferred in favour of the transferees thereof by initially entering into Agreements for Sale

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followed by handing over of possession to such agreement holders by the Developer and ultimately transferring title by registered Deeds of Conveyance. Both the Owners (either personally or through the attorney/s appointed pursuant to this agreement as be deemed fit by the Developer) and the Developer shall be parties in all such Agreements and Deeds of Conveyance.

19.1 The Owners shall from time to time and as and when required by and at the request of the Developer, execute and register (either personally or through the attorney/s appointed pursuant to this agreement as be deemed fit by the Developer) sale / transfer deed or deeds or other documents of transfer for sale, transfer or disposal of Saleable Spaces together with or independent of or independently the land comprised therein in favour of the respective Transferees thereof without raising any objection whatsoever. All costs and expenses for execution and registration of such agreements and/or documents of transfer shall be borne and paid by the prospective Transferees.

20. **Preparation of Documents & Cost of Transfer of Units:** All documents of transfer will be prepared by the Advocates appointed by the Developer for the Project, being M/s. Saraogi & Co., Advocates of No.7B Kiran Shankar Roy Road, Kolkata 700001. The costs of such conveyances including stamp duty and registration fees and all other legal fees and expenses shall be borne and paid by the Transferees of Saleable Spaces.

21. **Unsold Areas:** In case any Saleable Spaces and other spaces areas rights and benefits within the said Property shall remain unsold after expiry of a period of 12 (Twelve) months from the Completion Date, such unsold Saleable Spaces and other spaces areas rights and benefits within the said Property shall be divided and allocated to the Owners and the Developer in the ratio herein agreed. The Unsold Areas shall be demarcated and divided by the parties mutually on equitable basis.

21.1 Upon Unsold Areas being allotted to the Parties hereto, each party shall be exclusively entitled to the area allotted to it with exclusive possession thereof and with exclusive right to sell, transfer or otherwise deal with and dispose off the same in any manner as it may deem appropriate, without any right, claim or interest therein whatsoever of the other parties.

21.2 In the event of any Unsold Areas being divided and allocated to the Owners, the Owners shall make payment to the Developer of all dues, charges, extras, deposits, costs, etc. as are payable by other Transferees of Units / Saleable Spaces. Before possession of such unsold areas is taken by the Owners, all taxes, levies, impositions, expenses and liabilities regarding the same, including GST (if applicable), shall be paid by the Owners. Subsequently when the Owners sell such area to any Transferee, then the Owners shall be entitled to recover the above dues, charges, deposits, taxes, etc from such Transferee.

22. **Maintenance:** It is intended that upon completion of construction, the responsibility of maintenance management and upkeep of the New Building(s) shall be handed over to a professional facility management company and/or the association of Transferees and till such time, the same shall be maintained managed and upkept by the Developer subject to the Transferees making payment of maintenance charges / common expenses. All Deposits received from Transferees (such as Sinking Fund, Maintenance Deposit, Corpus Deposit,

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etc., as applicable) shall be transferred to such Association on its formation subject to adjustment / deduction of all unpaid amounts.

22.1 **Same Restrictions:** All Saleable Spaces shall be subject to the same restrictions as are applicable to similar developments, intended for common benefit of all occupiers. However, the Developer may reserve certain common areas / installations for any particular group or groups of Transferees, as the Developer may deem fit and proper.

23. **Encumbrances and Liabilities :** In case at any time hereafter the said Property or any part thereof be found to be affected by any encumbrance or any liability be found to be due in respect thereof, then and in such event the Owners shall be liable at their own costs to have the same cleared and in case the Owners fails to do so even after receiving notice to that effect from the Developer, the Developer shall be at liberty to have the same cleared at the costs and expenses of the Owners and adjust such costs from the Owners' Share of Gross Sale Proceeds.

24. **Owners not to deal:** The Owners hereby agree and covenant not to sell, transfer, assign, let out, grant lease, mortgage, charge or otherwise deal with or dispose of the said Property or any portions thereof nor agree to do so nor part with possession thereof, save and except to the Developer and/or its nominee or nominees and/or assigns.

25. **No interference or hindrance by Owners:** The Owners hereby covenant not to cause any interference or hindrance in the construction of the Project. The Owners hereby agree and covenant with the Developer not to do any act deed or thing whereby the Developer is prevented from enjoying, selling, assigning and/or disposing of any part or portion of the Saleable Spaces and other spaces areas rights or benefits.

26. **Project Finance**: Upon sanction of the plan and necessary approvals having being obtained for commencement of construction, the Developer may arrange for financing of the Project (**Project Finance**) by Banks / Financial Institutions / Housing Finance Companies / NBFCs / other entities (**Financier**) and obtain loans for the Project at the said Property, including for home loans etc. to be availed by the flat / unit buyers, and for the purpose of securing repayment of the amount so borrowed, the Developer shall be entitled to create charge / mortgage / pledge / securitise only its share of Gross Sale Proceeds and for that the Owners shall fully co-operate with the Developer and do all acts deeds and things and undertake to sign execute deliver and register all papers deeds documents and instruments as may be necessary and/or required therefor, including mortgage deed(s) and the Developer is hereby authorized by the Owners to sign and execute necessary documents on behalf of the Owners (either itself or through the attorney/s appointed by the Owners) Provided That the Owners shall not have any liability whatsoever to repay such loans and/or any interest, penalty or other amounts thereof (collectively called "the **Project Finance Liability**"). The Developer agrees to keep indemnified the Owners against any claim, liability or loss whatsoever relating to Project Finance / Project Finance Liability arising out of such borrowings or Project Finance. The loan obtained by the Developer shall be used by the Developer only for the Project and no other project or other business. The original title deeds which will be kept deposited by the Owners with the Developer as provided for in clause 5 above shall be deposited by the Developer on behalf of

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the Owners with the Banks/Financial Institutions/other entities only for the purpose of obtaining loan for the said Project to which the Owners hereby shall be deemed to have given their consent and the Owners confirm that no further approval / consent / permission of the Owners shall be required therefor by the Developer in case loan obtained against deposit of original title deeds is only for the Project and the Developer shall be entitled to deliver on behalf of the Owners, the original title deeds to the lending Banks / Financial Institutions / Housing Finance Company / NBFC / other entities only for obtaining loan for the Project. The Owners confirm that after the Owners are satisfied that the loan taken against deposit of original title deeds is exclusively and only for the Project then, and in such event, and if so required by the Developer at the behest of the lending Banks / Financial Institutions / Housing Finance Company / NBFC / other entities, as the case may be, the Owners shall sign and execute necessary documents (including registered mortgage deed) in connection therewith (which may be signed by the Owners themselves or through the attorney/s appointed by the Owners pursuant to this Agreement).

27. **Rates and Taxes:** All municipal and other rates and taxes and outgoings on the said Property relating to the period prior to November 2021 shall be borne, paid and discharged by the Owners and those accruing thereafter shall be borne by the Developer upto receiving completion certificate of the said Property. As from the period after completion of construction of the New Building(s), the liability and responsibility for payment of the rates and taxes shall be that of the Transferees.

28. **Cooperation :** Each party shall cooperate with the other to effectuate and implement this agreement and shall execute and register such further papers and documents as be required by the other party for giving full effect to the terms hereof. If at any time hereafter it shall appear that any of the parties hereto has failed and/or neglected to carry out its obligations under this agreement or to extend full cooperation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by it from the defaulting party without prejudice to its other rights, hereunder.

29. **No Assignment or Change in Constitution etc.:** The Parties hereby agree and covenant with each other not to transfer and/or assign the benefits of this Agreement or any portion thereof, without the prior consent in writing of the other party.

30. **Miscellaneous:**

a) **No Partnership:** The Owners on the one hand and the Developer on the other hand have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

b) **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.

c) **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Building(s) by the

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Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owners. Further, various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be reasonably required by the Developer for the purpose and the Owners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer.

d) **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

e) **Name and Branding of the Project:** The name of the Project / New Building(s) thereof shall be decided by the Developer and the same shall be branded as a Project of the Developer.

f) **No Demise or Assignment:** Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the said Property or any part thereof to the Developer by the Owners or as creating any right, title or interest therein in favour of the Developer except to develop the said Property in terms of this Agreement.

g) **Hoarding:** A hoarding / sign containing Brand of the Developer will be permitted to be installed each on the façade and the roof of the Project / Building(s).

h) **Additional Lands** : In the event of the Developer deciding to procure any additional lands / development rights of any land contiguous / adjacent to the development herein envisaged, the Developer shall be entitled to do so on such terms and conditions as may be mutually agreed upon and such additional lands shall from part of the total development.

31. **Force Majeure:**

a) **Meaning:** Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, structural damage, pandemic, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, lock-down, labor unrest or other industrial action, terrorist action, civil commotion, non-availability of construction material and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons

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beyond the control of either Party) or any relevant Government or Court orders.

b) **Saving Due to Force Majeure:** If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, that Party shall inform the other Party specifying the nature and extent of the circumstances giving rise to the event(s) of force majeure and shall, subject to such information, have no liability in respect of the performance of such of its obligations as are prevented by the event(s) of force majeure, during the continuance thereof, and for such time after the cessation, as is necessary for that Party, using all reasonable endeavors, to re-commence its affected operations in order for it to perform its obligations. Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of force majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by force majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting force majeure.

c) **Reasonable Endeavours:** The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of force majeure shall use all reasonable endeavors to bring the event of force majeure to a close or to find a solution by which this agreement may be performed despite the continuance of the event of Force Majeure.

32. **Default / Termination:** In the event that the Owners comply with their obligations herein and the Developer is in default in completing the construction of the Project within the Completion Time aforesaid, then the Developer shall be liable to pay interest, calculated at the rate of SBI PLR + 2% to the Owners on the unrealised amounts forming the Owners' Share of Gross Sale Proceeds in respect of Units contracted to be sold / transferred by the Developer till then.

32.1 Similarly, if there is delay in completion of construction of the Project due to default of the Owners or reasons attributable to the Owners, then the Owners shall be liable to pay interest, calculated at the rate of SBI PLR + 2% to the Developer on the unrealised amounts forming the Developer's Share of Gross Sale Proceeds in respect of Units contracted to be sold / transferred by the Developer till then.

32.3 If at any time hereafter, it shall appear that any of the Parties hereto have failed to carry out its obligations under this Agreement, within the stipulated time frame, if any, specified in this Agreement then, and in such event, the Party which may allege the default shall bring the same to the notice of the other Party in writing for giving the other Party reasonable opportunity of rectifying such breach and the Party at fault shall, within a period of 30 days from the date of receipt of the notice in writing, shall rectify the same and in case the Party who is alleging default is not satisfied with the explanation, then, and in such event, the Party not at fault shall be entitled to rectify the fault of the defaulting party either on its own or through any agency as may be

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so decided by the Party not at fault, at the costs and expenses of the Party in default. The Party alleging default shall also be entitled to claim all loss and damage suffered by such Party from the defaulting Party without prejudice to other rights hereunder and in case of differences the matter shall be referred to arbitration as provided in this Agreement.

33. **Indemnity:**

33.1 **Developer's Indemnity**

a) The Developer shall be liable for all defects and/or deficiencies in the construction of the Project in accordance with WBRERA and Rules framed thereunder.

b) The Developer hereby undertakes to keep the Owners indemnified and indemnify the Owners against all third party suits claims and actions arising out of any sort of act of omission and /or omission of the Developer in or relating to the development of the said Property and construction of the new Building/s.

33.2 **Owners' Indemnity**

a) The Owners hereby agree to keep the Developer saved harmless and indemnified of from and against any and all losses, actions, fines, penalties, damages or liabilities suffered by the Developer in the course of implementing the Project of from and against any defect or deficiency in Title to the said Property or from any of the representations of the Owners being incorrect or any act of omission or omission of the Owners.

34. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/ correspondence and agreements between the Parties, oral or implied.

35. **Counterparts:** This Agreement is being executed simultaneously in two counterparts, each of which shall be deemed to be an original and all of which shall constitute one instrument and agreement between the Parties. The registered copy shall be retained by the Developer.

36. **Severance:**

a) **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

b) **Deletion of Invalid Provision:** If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable.

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c) **Reasonable Endeavour for Substitution:** The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties (if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.

37. **Reservation of Rights:**

a) **Right to Waive:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by such Party.

b) **Forbearance:** No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.

c) **No Waiver:** Any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence to or recognition of any right under or arising out of this Agreement or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

d) **No Continuing Waiver:** A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion. No omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall constitute a waiver of such obligation of the other Party or the due and punctual performance thereof by such other Party and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other (similar or otherwise) obligations hereunder or as a waiver of any right or remedy that such Party may otherwise have in law or in equity.

38. **Amendment/Modification:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the Parties and expressly referring to the relevant provision of this Agreement.

39. **Notice:**

39.1 **Mode of Service:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or by facsimile or e-mail transmission, or sent by prepaid recorded delivery, or registered post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified in writing by each Party from time to time). It is clarified that any notice or other written communication to any one of the Land Owners shall be deemed to be sufficient notice / communication to all other Land Owners.

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39.2 **Time of Service:** Any such notice or other written communication shall be deemed to have been served:

39.2.1 **Personal Delivery:** if delivered personally, at the time of delivery.

39.2.2 **Registered Post:** if sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities/service provider.

39.3 **Proof of Service:** In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or courier, that such notice or other written communication was properly addressed and delivered to the postal authorities/service provider.

39.4 **Electronic Mail:** Any notice sent by way of electronic mail (e-mail) shall be considered not to have been served, unless duly confirmed by the recipient by email or any other form of communication.

40. **Arbitration:** All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents and/or the said Property or determination of any liability either during subsistence of this Agreement or after expiry thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment for the time being thereto in force. The Arbitrators will have summary powers and will be entitled to set up his own procedure and the Arbitrators shall have power to give interim awards and/or directions. The place of arbitration shall be at Kolkata and the language will be English. The fees of the Arbitrators shall be shared by the parties hereto in equal shares but each party shall individually bear the fees and costs of their own legal counsel / advocates. The arbitration award shall be final and binding on the parties.

41. **Jurisdiction:** The Courts at Kolkata and those having territorial jurisdiction over the said Property alone shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

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THE FIRST SCHEDULE ABOVE REFERRED TO:
(said Premises / said Property)

All That the Municipal Premises No.4, Yeni Sarani, P.O. Joka, Police Station-Haridevpur (formerly Thakurpukur and prior thereto Behala), Kolkata 700104, within the limits of The Kolkata Municipal Corporation, Ward No.143, being a piece and parcel of land containing an area of **25 Cottahs** (equivalent to 41.25 Decimals) more or less situate lying at and being a divided and demarcated portion of L.R. Dag No.855, corresponding to R.S. Dag No.843, recorded in L.R. Khatian Nos. 7879, 7877, 7878 and 7880 (in the name of the Owners herein) together with tile shed measuring 250 sq.ft. more or less, in Mouza Kalua, J.L. No.22, A.D.S.R. Behala, District Registration Office Alipore, in the District of South 24 Parganas, as delineated in the Plan annexed hereto duly bordered thereon in "**Red**" and butted and bounded in the manner following:

On the **North** : By K.M.C.Road
On the **East** : By R.S. Dag No.841
On the **West** : By R.S. Dag No.843, and
On the **South** : By R.S. Dag No.843.

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

THE SECOND SCHEDULE ABOVE REFERRED TO:
(Devolution of Title)

1) By a Deed of Conveyance dated 20th November, 2014, made between (1) Woodstick Realty Private Limited, (2) Wood Stick Properties Private Limited, (3) Wood Stall Relators Private Limited, (4) Goodcon Builders Private Limited and (5) Woodluv Construction Private Limited, therein collectively referred to as the Vendors of the One Part and (1) Rakesh-Hi-Rise Private Limited, (2) Basanti Devi Tower Private Limited, (3) Hilltop Health Care Centre Ltd., and (4) Goel Food Products Pvt. Ltd., the Land Owners herein, therein collectively referred to as the Purchasers of the Other Part and registered with the office of ARA-I, Kolkata, and recorded in Book I CD Volume No.26 Pages 862 to 889 Being No.10342 for the year 2014, the said Vendors therein for the consideration therein mentioned granted sold conveyed and transferred unto and to the said Purchasers therein, **All That** the divided and demarcated portion of Sali Land containing an area of 25 Cottahs (equivalent to 41.25 Decimals) together with sheds and structures measuring about 250 Sqft more or less, situate lying at and comprised in L.R.Dag No.855 corresponding to R.S. Dag No.843, recorded under L.R. Khatian No.7100, 7101, 7102, 7103 and 7104 (previous L.R. Khatian Nos.136, 864, 885, 942 and 2205 corresponding to R.S. Khatian No.448), in Mouza Kalua, J.L. No.22, Touzi No.98, under Police Station-Haridevpur (formerly Thakurpukur and prior to that Behala), in the District of South 24 Parganas, under Additional District Sub-Registration Office-Behala, being Municipal Premises Nos.4 Yeni Sarani under Ward No 143 of the Kolkata Municipal Corporation, Pin-700104, hereinafter referred to as **"the said Property"**, absolutely and forever.

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2) In the events aforesaid, the Land Owners herein became the full and absolute Owners of the said Property and got their names recorded in the records of the concerned B.L. & L.R.O., under L.R. Khatian Nos.7879, 7877, 7878 and 7880.

3) The Land Owners, also got the aforesaid said Property converted to "Bahutal Abasan".

4) Subsequently, the Land Owners herein, got their names mutated as the Owners of the said Property in the Records of the Kolkata Municipal Corporation (bearing Assessee No.711432700189).

Office of the Dist. Sub-Registrar-III
South 24-Parganas, Alipore

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

EXECUTED AND DELIVERED by the above named **OWNERS** at **Kolkata** in the presence of:

Ashok Kumar Rai
(ASHOK KUMAR Rai)
63, PURNA DAS ROAD
KOLKATA-700029

Surajit Sen.
29, 2nd St. Sambagan
Agarpara, 700-109.

Rakesh Hi-Rise Pvt. Ltd.
Basanti Devi Tower Pvt. Ltd.
Hilltop Health Care Centre Ltd.
Goel Food Products Pvt. Ltd.

Constituted Attorney

EXECUTED AND DELIVERED by the above named **DEVELOPER** at **Kolkata** in the presence of:

Ashok Kumar Rai

Surajit Sen.

SIOM REALTY PVT. LTD.

DIRECTOR/ AUTHORISED SIGNATORY

Drafted by me
Prachi Saraogi
(F/474 of 2020)
Advocate, High Court, Calcutta
Saraogi & Co., Advocates
7B Kiran Shankar Roy Road
Kolkata 700001

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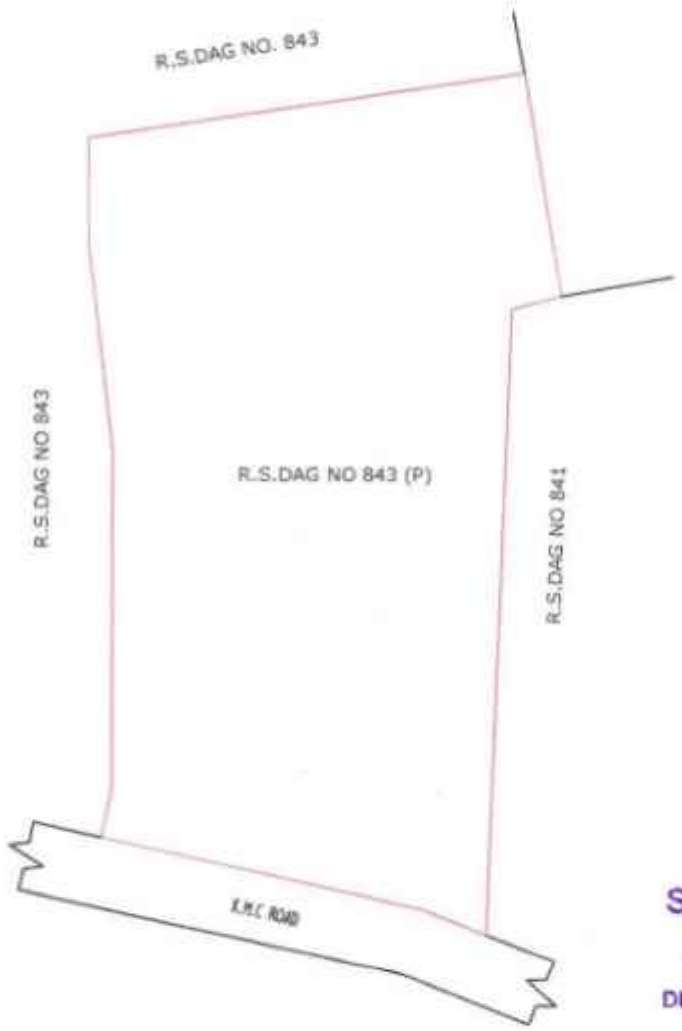
MAP OR PLAN FORMING PART OF THE FOREGOING DOCUMENT CONCERNING THE BOUNDARIES OF MUNICIPAL PREMISES NO:- 4, YENI SARANI, KOLKATA 700104 WITHIN WARD NO 143, BOROUGH -XIV OF THE KOLKATA MUNICIPAL CORPORATION, P.S. HARIDEVPUR HAVING R.S.DAG NO.-843(P),L.R.DAG NO 855(P),R.S.KHATIAN NO.- 448(P), L.R. KHATIAN NO. 7877,7878,7879 & 7880 IN MOUZA-KALUA, J.L. NO 22 IN THE DISTRICT - SOUTH 24 PARGANAS.

N

SCALE:-N.T.S.

NOTE :-

1. Municipal premises no -4, YENI SARANI, admeasuring 25 Cottah Equivalent to 41.25 Decimals (more and less) being the subject mater of the foregoing document shown thus within "RED" borders.
2. This plan is concerning the boundaries only and do not depict any details about the structures within.



Rakesh Hi-Rise Pvt. Ltd.
Basanti Devi Tower Pvt. Ltd.
Hilltop Health Care Centre Ltd.
Goel Food Products Pvt. Ltd.

Constituted Attorney

SIOM REALTY PVT. LTD.

DIRECTOR/ AUTHORISED SIGNATORY

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SPECIMEN FORM FOR TEN FINGERPRINTS

	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

PHOTOGRAPH

	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

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Government of India

Kumar Roy

DOB: 02/09/1981

Female

5711 0983 8897

আমার , আমার পরিচয়

Unique Identification Authority of India

ঠিকানা:
সি/ও: অলোক কুমার রায়, 16, কৃষ্ণ রাম বোস স্ট্রীট, ড্রিম ল্যান্ড নার্সিং হোম, শ্যামবাজার মিল, কোলকাতা, শ্যামবাজার মেল, পশ্চিম বঙ্গ, 700004

Address:
D/O: Alok Kumar Roy, 16, KRISHNA RAM BOSE STREET, DREM LAND NURSING HOME, Shyambazar Mail, Kolkata, Shyambazar Mail, West Bengal, 700004

5711 0983 8897

help@uidai.gov.in

www.uidai.gov.in

Major Information of the Deed

Deed No :	I-1603-13458/2023	Date of Registration	29/08/2023
Query No / Year	1603-2002153220/2023	Office where deed is registered	
Query Date	22/08/2023 4:25:11 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	SARAOGI AND CO 7B, Kiran Shankar Roy Road,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 7595993974, Status :Solicitor firm		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 11,00,000/-]	
Set Forth value		Market Value	
		Rs. 1,38,83,612/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 20,121/- (Article:48(g))		Rs. 11,053/- (Article:E, E, B)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Haridevpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Yeni Sarani (Kalua), , Premises No: 4, , Ward No: 143 Pin Code : 700104

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		25 Katha		1,38,83,612/-	Property is on Road Adjacent to Metal Road,
	Grand Total :				41.25Dec	0 /-	138,83,612 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**RAKESH HI-RISE PRIVATE LIMITED** 1, British India Street, City:- Kolkata, P.O:- Esplanade, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700069 , PAN No.:: AAxxxxxx5N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	**BASANTI DEVI TOWER PRIVATE LIMITED** 1, British India Street, City:- Kolkata, P.O:- Esplanade, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700069 , PAN No.:: AAxxxxxx5E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
3	**HILLTOP HEALTHCARE CENTRE LIMITED** 76/1/2, Golaghata Road, 80, Ashutosh Mukherjee Road, City:- , P.O:- Sreebhumi, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700048 , PAN No.:: AAxxxxxx4P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

4	**GOEL FOOD PRODUCTS LIMITED** 76/1/2, Golaghata Road, 80, Ashutosh Mukherjee Road, City:- , P.O:- Sreebhumi, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700048 , PAN No.:: AAxxxxxx8R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**SIOM REALTY PRIVATE LIMITED** 11/1, Sunny Park, Juthika Apartment, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 , PAN No.:: AAxxxxxx0C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**Mr Rakesh Kumar Patawari** Son of Late Chhotu Lal Patawari B5GJ Sneha Garden, 28, Rai Bahadur Road, City:- , P.O:- New Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700053, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx0C, Aadhaar No: 57xxxxxxxx6737 Status : Representative, Representative of : RAKESH HI-RISE PRIVATE LIMITED (as Constituted Attorney), BASANTI DEVI TOWER PRIVATE LIMITED (as Constituted Attorney), HILLTOP HEALTHCARE CENTRE LIMITED (as Constituted Attorney), GOEL FOOD PRODUCTS LIMITED (as Constituted Attorney)
2	**Mr Sameer Vikram Agarwal (Presentant)** Son of Mr Vikram Chand Agarwal 3/2A, Garcha 1st Lane, City:- , P.O:- Ballygunge, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx6M, Aadhaar No: 78xxxxxxxx1812 Status : Representative, Representative of : SIOM REALTY PRIVATE LIMITED (as DIRECTOR)

Identifier Details :

Name	Photo	Finger Print	Signature
Miss ANINDITA ROY Daughter of Late ALOK KUMAR ROY 11/1, SUNNY PARK, JUTHIKA APARTMENT, 1ST FLOOR, City:- , P.O:- BULLYGUNGE, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019			
Identifier Of Mr Rakesh Kumar Patawari, Mr Sameer Vikram Agarwal			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	RAKESH HI-RISE PRIVATE LIMITED	SIOM REALTY PRIVATE LIMITED-10.3125 Dec
2	BASANTI DEVI TOWER PRIVATE LIMITED	SIOM REALTY PRIVATE LIMITED-10.3125 Dec
3	HILLTOP HEALTHCARE CENTRE LIMITED	SIOM REALTY PRIVATE LIMITED-10.3125 Dec
4	GOEL FOOD PRODUCTS LIMITED	SIOM REALTY PRIVATE LIMITED-10.3125 Dec

Endorsement For Deed Number : I - 160313458 / 2023

On 24-08-2023

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 1,38,83,612/-

Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
South 24-Parganas, West Bengal

On 25-08-2023

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

Presented for registration at 15:24 hrs on 25-08-2023, at the Private residence by Mr Sameer Vikram Agarwal ,.

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

Execution is admitted on 25-08-2023 by Mr Rakesh Kumar Patawari, Constituted Attorney, RAKESH HI-RISE PRIVATE LIMITED, 1, British India Street, City:- Kolkata, P.O:- Esplanade, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700069; Constituted Attorney, BASANTI DEVI TOWER PRIVATE LIMITED, 1, British India Street, City:- Kolkata, P.O:- Esplanade, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700069; Constituted Attorney, HILLTOP HEALTHCARE CENTRE LIMITED, 76/1/2, Golaghata Road, 80, Ashutosh Mukherjee Road, City:- , P.O:- Sreebhumi, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700048; Constituted Attorney, GOEL FOOD PRODUCTS LIMITED, 76/1/2, Golaghata Road, 80, Ashutosh Mukherjee Road, City:- , P.O:- Sreebhumi, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700048

Indetified by Miss ANINDITA ROY, , , Daughter of Late ALOK KUMAR ROY, 11/1, SUNNY PARK, JUTHIKA APARTMENT, 1ST FLOOR, P.O: BULLYGUNGE, Thana: Bullygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu, by profession Service

Execution is admitted on 25-08-2023 by Mr Sameer Vikram Agarwal, DIRECTOR, SIOM REALTY PRIVATE LIMITED, 11/1, Sunny Park, Juthika Apartment, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019

Indetified by Miss ANINDITA ROY, , , Daughter of Late ALOK KUMAR ROY, 11/1, SUNNY PARK, JUTHIKA APARTMENT, 1ST FLOOR, P.O: BULLYGUNGE, Thana: Bullygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu, by profession Service

Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
South 24-Parganas, West Bengal

On 28-08-2023

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 11,053.00/- (B = Rs 11,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by by online = Rs 11,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 23/08/2023 2:54PM with Govt. Ref. No: 192023240183949018 on 23-08-2023, Amount Rs: 11,021/-, Bank: SBI EPay (SBIePay), Ref. No. 4558263055637 on 23-08-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by by online = Rs 20,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 23/08/2023 2:54PM with Govt. Ref. No: 192023240183949018 on 23-08-2023, Amount Rs: 20,021/-, Bank: SBI EPay (SBIePay), Ref. No. 4558263055637 on 23-08-2023, Head of Account 0030-02-103-003-02

Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
South 24-Parganas, West Bengal

On 29-08-2023

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 11,053.00/- (B = Rs 11,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 100.00/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no 26227, Amount: Rs.100.00/-, Date of Purchase: 22/05/2023, Vendor name: Subhankar Das

Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2023, Page from 368618 to 368650

being No 160313458 for the year 2023.

Digitally signed by Debasish Dhar
Date: 2023.09.07 11:27:57 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 07/09/2023

DISTRICT SUB-REGISTRAR

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

West Bengal.