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Additional Registrar of
Assurances-IV, Kolkata

certified that the Document is admitted of
Registration. The Signature Sheet and the
endorsement sheets attached to this document
are the part of this Document.

Additional Registrar of
Assurances-IV, Kolkata

27 AUG 2025

JOINT DEVELOPMENT AGREEMENT

27th THIS JOINT DEVELOPMENT AGREEMENT ("AGREEMENT") made this
day of AUGUST 2025 ("Execution Date") BETWEEN:

27584

23 JUL 2025

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

Name: E. C. LAHIRI

Advocate

Address: Alipore Judge's Court, Kol-27

Alipore Collectorate, 24 Pgs. (S)

SUBHANKAR DAS

STAMP VENDOR

Alipore Police Court, Kol-27

Vender

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- (1) **CHAYA DASS** (PAN: ACUPD6921H and Aadhar No.: 2372 4829 5666), wife of Late Sailendra Nath Dass and permanently residing at 6, Ho Chi Minh Sarani, Kolkata 700 071, P.S. Shakespeare Sarani, P.O. Middleton Row (hereinafter referred to as the "**LAND OWNER NO. 1**" which term or expression shall, unless excluded by or repugnant to the meaning or context thereof, be deemed to mean and include her heirs, heiresses, administrators, successors and/or permitted assigns); and
- (2) **SHEILA DE** (PAN: ACRPD5961G and Aadhar No.: 6780 5170 9282), wife of Late Dr. Gopal Chandra De and permanently residing at 6, Ho Chi Minh Sarani, Kolkata 700 071, P.S. Shakespeare Sarani, P.O. Middleton Row (hereinafter referred to as the "**LAND OWNER NO. 2**" which term or expression shall, unless excluded by or repugnant to the meaning or context thereof, be deemed to mean and include her heirs, heiresses, administrators, successors and/or permitted assigns);

(The Land Owner No. 1 and Land Owner No. 2 hereinafter collectively referred to as the "**Land Owners**" and individually as a "**Land Owner**") of the **FIRST PART**

AND

- (3) **ATK MANOR DEVELOPERS LLP** (PAN ABMFA8118L and LLPIN: AAM9681), a limited liability partnership existing under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at 63, Rafi Ahmed Kidwai Road, Kolkata 700 016, P.S. Park Street and P.O. Park Street represented by its Designated Partner, Mr. Azad Tanveer Kalim (having PAN- ALOPK2271J, Aadhaar No. 2187 4299 7829) son of Late Mohammad Kalimuddin residing at 61, Ripon Street, Park Street, Kolkata 700 016, P.S. Park Street and P.O. Park Street 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-office and/or assigns) of the **SECOND PART**;

AND

- (4) (A) **SHARMILA DIPIKA SEN** (PAN: CAPP57971B and Aadhar No.: 907306358592), daughter of Mrs. Sheila De; and (B) **SREELEKHA DASS** (PAN: ACUPD6920G and Aadhar No.: 250152072142), daughter of Mrs. Chaya Dass, both permanently residing at 6, Ho Chi Minh Sarani, Kolkata 700 071, P.S. Shakespeare Sarani, P.O. Middleton Row (hereinafter collectively referred to as the "**CONFIRMING PARTIES**" which term or expression shall, unless excluded by or repugnant to the meaning or context thereof, be deemed to mean and include their respective heirs, heiresses, administrators, successors and/or permitted assigns).



(The Land Owners, the Developer and the Confirming Parties are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**").

WHEREAS:

- A. That the Land Owners herein are joint owners of and otherwise seized and possessed of and well and sufficiently entitled to **ALL THAT** piece and parcel of land admeasuring 2 (two) Bighas, 14 (fourteen) Cottahs 15 (fifteen) Chittacks and 10 (ten) square feet together with several buildings and structures standing thereon, situate, lying at Premises No. 6, Ho Chi Minh Sarani (previously known as Harrington Street), Kolkata 700 071 (hereinafter referred to as the "**Said Land**" and more fully and particularly described in the **FIRST SCHEDULE** hereunder written).
- B. The Land Owner No. 1 is in exclusive possession of a part of the Said Land being **ALL THAT** piece and parcel of divided and demarcated portion of land containing an area admeasuring 13 (thirteen) Cottahs, 5 (five) Chittacks and 25 (twenty five) square feet, together with buildings and structures standing thereon and situate, lying at the rear portion of the Premises No. 6, Ho Chi Minh Sarani (previously known as Harrington Street), Kolkata 700 071 together with the right to use the common passage within 6, Ho Chi Minh Sarani, Kolkata 700 071 (hereinafter referred to as "**Plot I**" and shown in the plan annexed hereto as Annexure A and bordered thereon in blue colour).
- C. The Land Owner No. 2 is in exclusive possession of a part of the Said Land being **ALL THAT** piece and parcel of divided and demarcated portion of land containing an area admeasuring 8 (eight) Cottahs, 4 (four) Chittacks and 27 (twenty seven) Square Feet, together with buildings and structures standing thereon and situate, lying at the front portion of the Premises No. 6, Ho Chi Minh Sarani, Kolkata 700 071 together with the right to use the common passage within 6, Ho Chi Minh Sarani, Kolkata 700 071 (shown in the plan annexed hereto as Annexure A and bordered thereon in green colour).
- D. The Land Owners are in joint possession of a part of the Said Land being **ALL THAT** piece and parcel of divided and demarcated portion of land containing an area of 1 (one) Bigha, 4 (four) Cottahs, 3 (three) Chittacks and 43 (forty three) Square Feet, more or less, together with buildings and structures standing thereon and situate, lying at the middle portion of 6, Ho Chi Minh Sarani, Kolkata 700 071 together with the right to use the common passage within 6, Ho Chi Minh Sarani, Kolkata 700 071 (shown in the plan annexed hereto as Annexure A and bordered thereon in orange colour).
- E. The Parties have mutually decided to take up the Project, i.e. the development and construction of the New Buildings (*defined below*) in accordance with this Agreement and commercial exploitation thereof, with the main agreement being that the Land Owners have agreed to grant Development Rights (*defined below*) to the Developer in relation to the Said Land (together with the benefit of the existing sanctioned plan



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bearing Building Permit No. 2020070071 dated 24.11.2020 [**"Existing Sanctioned Plan"**]), for the consideration and upon the terms and conditions contained herein.

- F. The Confirming Parties are two out of four legal heirs of the Land Owners and they are executing this Agreement to confirm the terms hereof and to be bound by this Agreement at all times.
- G. The Parties are now entering into this Agreement to record the terms and conditions under which the aforementioned development of the Said Land shall be carried on by the Developer.

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

1 DEFINITIONS:

In this Agreement (including the Recitals and Schedules), the following words and expressions, unless the context requires otherwise, have the meanings set forth below:

- 1.1. **"Applicable Law"** shall mean all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, policies, voluntary restraints, guidelines, or any provisions of such laws, including general principles of common and civil law and equity, binding on or affecting the Person referred to in the context in which such word is used.
- 1.2. **"Approvals"** shall mean and include any approvals, authorizations, no objection certificates, clearances, permits, sanctions, licenses, etc., in any form, whatsoever, including all renewals, revalidations, rectifications, revisions thereof which may be required under any Applicable Law from any Government Authority for sanction of Building Plans, construction, development, management, operation, implementation and completion of the Building Complex, including any completion certificate and any occupancy certificate (if applicable).
- 1.3. **"Architect"** shall mean such person or persons, firm or firms, who may be appointed by the Developer for designing and planning of the Project at the Said Land.
- 1.4. **"Association"** shall mean any association, syndicate, committee, body, society or company which shall be formed or incorporated for the Common Purposes with such rules and regulations as shall be framed by the Parties jointly for the purpose of common use and enjoyment of the Common Areas and Installations and otherwise.



- 1.5. **"Building Complex"** shall mean the New Building to be constructed at the Said Land along with the relevant Common Areas and Installations and wherever the context so permits or intends include the Said Land.
- 1.6. **"Building Plan"** shall mean the plan for construction of the New Building to be caused to be sanctioned by the Developer from the Kolkata Municipal Corporation/ other appropriate authority and include all modifications and/or alterations as may be made thereto as also all extensions and/or renewals thereof. The term **"Building Plan"** shall include the Existing Sanctioned Plan bearing Building Permit No. 2020070071 dated 24.11.2020.
- 1.7. **"Common Areas and Installations"** shall mean the areas, installations and facilities at or for the Building Complex as mentioned in the SECOND SCHEDULE hereto and the same shall be subject to modifications and alterations that may be made by the Developer in terms hereof.
- 1.8. **"Common Expenses"** shall mean the expenses required to be incurred by the Transferees for the Common Purposes.
- 1.9. **"Common Purposes"** shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the Transferees thereof; collection and disbursement of the Common Expenses; the purpose of regulating mutual rights, obligations and liabilities of the Transferees thereof; and dealing with all matters of common interest of the Transferees thereof.
- 1.10. **"Developer's Allocation"** shall mean the entirety of the Transferable Areas, benefits and entitlements at the Building Complex and the Project save and except the Land Owner No. 1's Allocation and the Land Owner No. 2's Allocation.
- 1.11. **"Development Rights"** shall mean the following rights of the Developer granted by the Land Owners and to be exercised by the Developer pursuant to this Agreement:
 - (a) to commercially exploit the Said Land by way of execution and implementation of the Project thereon, and to deal with the Project in terms of this Agreement;
 - (b) to determine the scheme of development of the Project, the nature, design and components of the Project as also the mode and manner of execution and implementation thereof;
 - (c) to develop the Said Land independently or as a part of a larger composite project by amalgamating and adjoining the adjacent land parcels as may be decided by the Developer;



- (d) to have the Said Land surveyed, and the soil tested;
- (e) to prepare and make necessary applications to the relevant Governmental Authorities and/or to revise, modify or amend such applications, on behalf of and/or with the assistance of the Land Owners, for the smooth execution and implementation of the Project including obtaining Approvals for connections of water, electricity and all other utilities and facilities as also permits for cement, steel and other controlled building materials, if any;
- (f) to prepare and/or cause to be prepared the Building Plan of/for the Project including the revisions, alterations, modifications etc. thereto and furthermore to make necessary applications for the approval, sanction, modification, revision, addition, alteration etc. of such Building Plan, and to sign, execute and deliver all writings, undertakings and agreements as may be necessary in connection with the aforesaid;
- (g) to excavate the Said Land for the purpose of development thereof;
- (h) to construct upon and develop the Said Land;
- (i) to develop, finance, design and construct the Building Complex;
- (j) to engage Architects, engineers (civil, structural, mechanical electrical amongst others), surveyors, contractors, specialists, valuers, consultants, agencies, service providers and such other professionals and/or person(s) as may be determined by the Developer from time to time, each of whom shall have the unhindered, unimpeded and unrestricted right to enter into and/or access the Said Land for and on behalf of the Developer for the purpose of development of the Said Land;
- (k) to receive, appropriate, hold back, adjust, set-off and distribute the Realizations in the manner stipulated in this Agreement;
- (l) to construct and/or lay internal roads, pathways, drainage facilities, water supply facilities, sewage disposal facilities and electricity supply lines, each as determined by the Developer;
- (m) to determine from time to time, at its discretion, the mode, manner and the calculation of the carpet area, built-up area and the super built-up area of the several spaces and/or Units to comprise in the Project;
- (n) to carry out the launch, publicity, marketing and sales of the Project;



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- (o) to develop the Project under the brand name of the Developer and to display and advertise the name, brand name etc. of the Developer at such parts and portions of the Said Land as the Developer may deem fit and proper;
- (p) to establish/incorporate/identify such entity(ies) as the Developer may determine to assume the obligations, liabilities and costs connected with the management and maintenance of the Project and/or to entrust/ assign/delegate such obligations, liabilities and costs to such entity(ies) as may be determined by the Developer;
- (q) to apply for and obtain all Approvals as may be necessary for undertaking the development of the Said Land and/or the Project and to do all acts, deeds and things required by Applicable Law and comply with the lawful requirements of all the relevant authorities for undertaking the Project;
- (r) to take such steps as may be necessary to divert all pipes, cables or other conducting media in, under or above or adjacent to the Said Land which need to be diverted as a result of the Project;
- (s) to install all electricity, gas, water and surface and foul water drainage systems on the Said Land;
- (t) to serve such notices and enter into such agreements with Governmental Authorities or other persons as may be necessary for installation of the aforesaid services;
- (u) to give all necessary notices under Applicable Law for development of the Said Land, as contemplated herein;
- (v) to comply and/or procure compliance with all conditions attaching to the building permission and any other permissions which may be granted during the course of development;
- (w) to incur all costs, charges and expenses for the purpose of constructing, erecting and completing the Project in accordance with the Building Plans;
- (x) to negotiate with the occupants at the Said Land (at its own cost and effort) and obtain vacant peaceful possession of the portions of the Said Land occupied by them by paying the relocation cost or by allotting any constructed areas in the Project (which shall be out of the Developer's Allocation), as the Developer may deem fit and proper.
- (y) To not allow any person to encroach nor permit any encroachment by any person into or upon the Said Land or any part or portion thereof;



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- (z) to undertake complete planning, designing and obtaining approval of the Building Plan, as applicable;
 - (aa) to construct the Units as per the Building Plan;
 - (bb) to ask for, receive and recover Pass Through Charges and Extras and Deposits from all the Transferees of the entire Project and other sums of moneys in respect of the Units and all Transferable Areas forming part of the Developer's Allocation and grant valid and effectual receipts with respect thereto;
 - (cc) to execute from time to time all agreements and deeds of Transfer for the Units and all other Transferable Areas in the Project forming part of the Developer's Allocation in favour of the Transferees, and present the above documents/instruments for registration and admit the execution of such documents/instruments before the appropriate registration authorities;
 - (dd) do, execute and perform such other acts, deeds, things etc. as may be required and/or necessary for the full, free, uninterrupted and exclusive development of the Said Land and to ensure the smooth execution, implementation and completion of the Project; and
 - (ee) generally to do any and all other acts, deeds and things for the exercise of the rights recorded herein and for the development of the Said Land.
- 1.12. **"Encumbrances"** shall mean and include encumbrances, mortgages, charges, security interest, liens, *lis pendens*, attachments, leases, tenancies, bargadars, restrictive covenants, attachments, occupancy rights, uses, debutters, *wakf*, trusts, bankruptcy, insolvency, acquisition, requisition, vesting, claims, demands, forfeitures and liabilities whatsoever or howsoever.
- 1.13. **"Extras and Deposits"** shall mean proportionate share of transformer charges/HT electricity, generator, club development charges, floor escalation charges, legal charges, association formation charges and any further charges that may be applicable and deposits for formation of the association, sinking fund, common expenses/maintenance charges and for municipal taxes, to be collected from the Transferees, as may be determined by the Developer.
- 1.14. **"Governmental Authorities"** shall mean: (a) the Government of India (including any agency, instrumentality, wing or department thereof), (b) the Government of West Bengal (including any agency, instrumentality, wing or department thereof); (c) any semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity exercising powers conferred by Applicable Law; (d) any national, state, city, municipal or local government, governmental authority; (e) Kolkata Improvement Trust; (f) Kolkata Metropolitan



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Development Authority; (g) West Bengal Pollution Control Board; (h) West Bengal Fire Department; (i) any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations, standards, requirements, procedures or orders of such authority, body or other organization have the force of law; and/or (j) any competent court or tribunal.

- 1.15. **"New Building"** shall mean the residential building/s and/or other structures that may be constructed by the Developer from time to time at the Said Land or portions thereof.
- 1.16. **"Land Owner No. 1's Allocation"** shall mean the Land Owner No.1's Retained Portion.
- 1.17. **"Land Owner No. 2's Allocation"** shall mean a total of 30,140 (thirty thousand one hundred and forty) Square Feet of super built area along with proportionate Nos. of Parking Spaces which shall belong to the Land Owner No. 2.
- 1.18. **"Land Owner No. 1's Retained Portion"** shall mean the G+5 building containing a built up area of 13540 (Thirteen Thousand Five Hundred and Forty) Square Feet standing at Plot 1 which shall not be demolished by the Developer and the same shall be retained by the Land Owner No. 1 for her self use.
- 1.19. **"Parking Spaces"** shall mean the spaces at the Building Complex including at covered space, open area or under a shade at the open area or mechanized multilevel systems for parking of motor cars and/or two-wheelers.
- 1.20. **"Pass Through Charges"** shall mean the Goods and Service Tax or any substitutes, additions or alterations thereof and any other impositions, levies or taxes (including Taxes deducted at Source) on the Transfer of any Transferable Areas in favour of the Transferees.
- 1.21. **"Person"** shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, trust, union, association, Government or any agency or political subdivision thereof or any other entity that may be treated as a person or legal entity under Applicable Law.
- 1.22. **"Project"** shall mean and include (a) development of the residential Building Complex at the Said Land, (b) Transfer of the Transferable Areas to the Transferees, (c) division/ allocation of Residual Areas, if any remaining, and (d) administration of Common Purposes until handing over to the Association, all as per the terms and conditions hereof.
- 1.23. **"Realizations"** shall mean and include the sale proceeds, booking amounts, advances and other incomings received as consideration for Transfer of Transferable Areas or otherwise in respect of the Units, Parking Spaces, other Transferable Areas and from

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Chaya Das



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Transfer of any appurtenant rights/privileges at the Said Land from time to time but shall not include any amounts received on account of (a) Pass Through Charges and (b) Extras and Deposits.

- 1.24. **"RERA"** shall mean the Real Estate (Regulation and Development) Act, 2016, as applicable to the State of West Bengal including any modification thereof and/or the applicable rules and regulations thereunder.
- 1.25. **"Transfer"** with its grammatical variations shall include transfers primarily by sale but with possibility of leases and otherwise as applicable under law and as decided by the Developer. The term **"Transferred"** shall be construed accordingly.
- 1.26. **"Transferable Areas"** shall mean the Units, Parking Spaces, other constructed spaces with or without any facilities and all other areas at the Building Complex and Said Land capable of being Transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise and shall also include any right, benefit or privilege at the Building Complex and Said Land capable of being commercially exploited and wherever the context so permits shall include the proportionate undivided share in the Said Land attributable thereto.
- 1.27. **"Transferees"** shall mean the persons/ entities to whom any Transferable Areas in the Project is Transferred or agreed to be Transferred.
- 1.28. **"Units"** shall mean the independent and self-contained residential flats and/or apartments and other constructed spaces capable of being exclusively held used or occupied by Transferees.

2 INTERPRETATION

- 2.1. Reference to any clause shall mean such clause of this Agreement and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this Agreement and include any parts of such Schedule.
- 2.2. Words referring to the singular shall include the plural and vice versa;
- 2.3. Headings are for reference only and shall not, in isolation or otherwise, be considered or affect the construction or interpretation of this Agreement;
- 2.4. References to recitals, clauses, schedules and annexures are references to the Recitals, Clauses, Schedules and Annexures of and to this Agreement, with such Recitals, Schedules and Annexures comprising a part of the operative provisions of this Agreement, and references to this Agreement shall include references to the Recitals, Schedules and Annexures hereof/hereto;

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- 2.5. Reference to any Applicable Law includes a reference to the same and any other rules, regulations, guidelines, policy statements, orders or judgments having the force of law, and in each case, as amended or re-enacted from time to time, and any rule or regulation issued or promulgated thereunder;
- 2.6. The terms "herein", "hereof", "hereto", "hereunder" and words of similar purport shall refer to this Agreement as a whole and not merely to the specific provision where such term(s) may appear;
- 2.7. Any reference to the masculine, the feminine and the neuter genders shall include each other;
- 2.8. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have the corresponding meanings;
- 2.9. The expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (not merely to the sub-Clause, paragraph or other provision) in which the expression occurs;
- 2.10. Reference to the word "include" or "including" or "amongst others" or "inter alia" shall be construed without limitation;
- 2.11. The phrase "in writing" includes any communication made by letter or e-mail;
- 2.12. All obligations of the Land Owners shall be construed on a joint and several basis;
- 2.13. The words "directly or indirectly" mean directly or indirectly through one or more intermediary Persons or through contractual or other legal arrangements, and "direct" or "indirect" shall have the correlative meanings;
- 2.14. An obligation of a Party to do something shall include an obligation to ensure that the same shall be done, and an obligation on the part of a Party not to do something shall include an obligation not to permit, suffer or allow the same to be done;
- 2.15. All approvals/consents to be granted by any of the Parties under this Agreement and/or any mutual agreements to be arrived at between the Parties, shall be in writing;
- 2.16. Where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words;
- 2.17. Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending



the period to the following working day if the last day of such period is not a working day;

- 2.18. No provisions shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof, or by reason of the extent to which any such provision is inconsistent with any prior draft hereof; and
- 2.19. Effect shall be given to all terms in the Recitals and Clause 1 of this Agreement including those conferring rights or imposing obligations on any Party, it as if they were substantive provisions in the body of this Agreement.

3 REPRESENTATIONS AND WARRANTIES

- 3.1. The Land Owners hereby make the following representations, assurances and warranties to the Developer for the purpose of entering upon this Agreement and the transactions envisaged herein:
 - (i) That they are the absolute, sole and legal owners of the Said Land with clear and marketable title free from all Encumbrances whatsoever or howsoever with physical, vacant and peaceful possession, save and except certain portions of the Said Land being under the occupation of various occupiers.
 - (ii) That the Said Land 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 Applicable Law, (b) any trust resulting or constructively arising under any benami transaction or otherwise, (c) any *debutter waf* or *devseva*, (d) any right of way water light support drainage or any other easement with any person or property, (e) any burden, legal proceeding or obligation, (f) any restrictive covenant, (g) any registered or equitable mortgage or anomalous mortgage or charge or lien, and (h) any other Encumbrance of any kind whatsoever, save and except certain portions of the Said Land being under the occupation of various occupiers.
 - (iii) That they have caused their respective names to be mutated in the records of the Kolkata Municipal Corporation and/or the relevant Government Authorities in respect of the Said Land.
 - (iv) That apart from them, no other person and/or entity has any right, title and interest in the Said Land whether by way of sale, transfer, mortgage, inheritance, succession and/or other modes of transfer and that no consent is required from any other person and/or entity (including any minor) in the Land Owners entering into this Agreement and completing the transactions envisaged herein.



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- (v) That the Said Land is fit for the Project (including under Applicable Law).
- (vi) That there is no injunction, status quo, impediment, obstruction, restriction or prohibition in the Land Owners entering upon this Agreement and/or in the development and transfer of the Said Land nor is there any notice or proceeding affecting the same.
- (vii) That the Land Owners do not own any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any other Applicable Laws regarding land ceiling.
- (viii) That no declaration has been made or published for acquisition or requisition of the Said Land or any portion thereof under the Land Acquisition Act, 1894, the Urban Land (Ceiling and Regulation) Act, 1976 or any other Applicable Law for the time being in force.
- (ix) That the Said Land or any portion thereof is not affected by any notice or scheme or alignment of the Kolkata Municipal Corporation, the Kolkata Metropolitan Development Authority, the Kolkata Improvement Trust, the Metro Railways, any wing of the Central and State Government or any other Governmental Authority.
- (x) That the Said Land or any part thereof has not been attached or forfeited and/or is liable to be attached or forfeited under any laws or order or decree of any authority or Court of Law or due to income tax, foreign exchange, money laundering or any other statutory dues or public demand.
- (xi) That there is no pending agreement or contract with any other person in connection with the Said Land or any part thereof for its development/sale/transfer nor have the Land Owners executed any power of attorney in favour of any person or have otherwise dealt with the Said Land or any part thereof prior to execution of this Agreement, which would in any manner adversely affect the rights and entitlements of the Developer hereunder or which would impede the performance of the respective obligations of the Parties hereunder.
- (xii) That there is no notice or proceeding of winding up or bankruptcy or insolvency proceedings or under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or Bankruptcy & Insolvency Code or before the Debts Recovery Tribunal or before any Court or Tribunal filed or pending against any of the Land Owners.
- (xiii) That subject to the terms hereof, there is no difficulty in the compliance of the obligations of the Land Owners hereunder and each of them have the power to



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enter into and perform, and each of them has taken all necessary action to authorise the entry into, and performance of, this Agreement and the transactions contemplated by this Agreement.

- (xiv) That each Owner has the power to own its assets under Applicable Law.
- (xv) That neither the Land Owners nor their predecessors-in-title have done any act deed or thing which could or has in any manner encumbered or affected their title or interest in the Said Land.
- (xvi) That no Receiver has been appointed in respect of the Said Land.
- (xvii) That the registered Deed of Partition dated 1 July 2008 being No. 2225 for 2009 executed between the Land Owners was never acted upon and it was never the intention of the Land Owners to divide and demarcate the Said Land by metes and bounds.

3.2. The Developer hereby makes the following representations, assurances and warranties to the Land Owners for the purpose of entering upon this Agreement and the transactions envisaged herein:

- (i) The Developer is carrying on business of development and construction of real estate and has sufficient infrastructure and expertise in this field and adequate financial capacity to undertake the work of this development.
- (ii) The Developer has considerable experience, skill, expertise, finance and a reputed team of professionals at its command for the purpose of carrying out construction transfer and management of the Project.
- (iii) That there is no insolvency, bankruptcy, winding-up, dissolution or liquidation proceeding pending against the Developer.
- (iv) That subject to the terms hereof, there is no difficulty in the compliance of the obligations of the Developer hereunder and it has the power to enter into and perform, and it has taken all necessary action to authorise the entry into, and performance of, this Agreement and the transactions contemplated by this Agreement.
- (v) That the Developer has inspected the Said Land and is aware regarding the fact that various portions of the Said Land are under the occupation of various persons other than the Land Owners. The Developer has pursuant to such inspection and being satisfied thereto agreed to enter into this Agreement.



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4 APPOINTMENT AND CONSIDERATION

- 4.1. The Land Owners hereby appoint the Developer as developer of the Project and grant to the Developer exclusive Development Rights in respect of the Said Land to develop the same by constructing the Building Complex thereon.
- 4.2. The Land Owners have entered into this Agreement with the Developer for the development and construction of the Building Complex on the Said Land by the Developer whereby and whereunder the Land Owners have agreed that the Developer shall exclusively develop the Said Land by exercising the Development Rights. It being clarified that the Land Owners shall receive the Land Owners' Allocation as consideration for Transferring the undivided proportionate share and interest in the Said Land together with the right to use the Common Areas and Installation to the Transferees whereas the Developer shall receive Developer's Allocation as consideration for the development and construction of the Building Complex. It is further clarified that no consideration is payable by the Developer to the Land Owners for grant of the Development Rights or by the Land Owners to the Developer for development of the Said Land *per se* under the terms of this Agreement.
- 4.3. With effect from the date hereof, the Developer shall have the sole and exclusive Development Rights including the right to (a) develop and construct or cause to be developed and constructed the Building Complex, (b) administer the Project in the manner and until the period as morefully contained herein, (c) to receive the Developer's Allocation, (d) to Transfer the Transferable Areas forming part of the Developer's Allocation in the manner contained herein and (e) all other properties benefits and rights of the Developer hereunder and the Land Owners shall jointly be entitled (a) to the Land Owners' Allocation and (b) all other properties benefits and rights of the Land Owners hereunder, on and subject to the terms and conditions hereinafter contained.
- 4.4. The Building Complex shall be constructed or caused to be constructed by the Developer at its own costs and expenses.
- 4.5. This Agreement shall be and remain valid and subsisting and cannot be unilaterally cancelled by any Party.
- 4.6. The Land Owners have duly disclosed to the Developer the existence of various occupiers in possession of different portions of the Said Land and the Developer agrees that it shall be the Developer's obligation (as part of its appointment) to negotiate and deal with such occupiers as per clause 5.2 below and obtain vacant possession from them.



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5 TITLE RELATED OBLIGATIONS

The Land Owners shall comply with, perform and fully discharge the following obligations and requirements:

- 5.1. Marketable Title: The Land Owners shall make out and keep and maintain good marketable title to the Said Land. The Land Owners shall have complete responsibility in respect of the title of the Said Land and for ensuring a marketable title in respect of the Said Land to the Developer, all Transferees and all Governmental Authorities and the Land Owners agree not to create any Encumbrance or do any act deed or thing which may result in any defect in their title to the Said Land. The Land Owners shall ensure proper resolution and settlement of all claims of in respect of their right title and interest whatsoever or howsoever in the Said Land and/or any claim or demand with regard thereto as against the Developer and/or the Transferees. Any objection or claim of any person/ entity in respect of the Said Land shall be dealt with and settled and cleared by the Land Owners immediately and in any event within 60 (sixty) days from the date of receiving such objection or claim.
- 5.2. Possession:
 - (i) The Land Owners hereby authorise the Developer to and the Developer has undertaken to obtain vacant, peaceful physical possession of portions of the Said Land occupied by occupiers at its own cost and effort by concluding negotiations with them and by paying the required relocation costs/ compensation, by allotting constructed spaces out of the Developer's Allocation or taking appropriate steps under Applicable Law by filing appropriate proceedings. In the event such occupiers refuse to quit and surrender their respective areas and the Developer agrees to allocate any constructed area in the Project to such occupier, the Developer shall be permitted to do so provided such constructed area allocated to the occupier shall be adjusted out of the Developer's Allocation. The Developer shall however have the sole discretion regarding the manner of completing the foregoing obligation. The Land Owners shall provide a list containing the names and relevant portions occupied by such occupiers to the Developer.
 - (ii) The Land Owners hereby agree to fully cooperate with the Developer and do all acts, deeds, matters and things necessary for the Developer to obtain vacant, peaceful and physical possession of such portions of the Said Land within reasonable time of a request being made by the Developer.
 - (iii) With respect to the 2 (two) flats under the occupation of the Land Owner No. 2 being Flat Nos. 04 and 08, the Developer shall provide a written intimation of at least 3 (three) months to the Land Owner No. 2 to hand over to the Developer vacant and peaceful possession of the said 2 (two) flats. The Developer shall,



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with effect from the date on which the Land Owner No. 2 has handed over such possession and till the date the Developer has constructed and handed over the Land Owner No.2's Allocation to her, provide rent free accommodation to the Land Owner No. 2 and her family members for 2 flats (having three bedrooms each) in Camac Street, Kolkata or adjoining areas. Any expenses incurred for the use and occupancy of the said accommodation shall be borne by the Developer without charging or making any claim from the Land Owner No. 2.

- (iv) Save and except those flats occupied by the occupiers and 2 (two) flats occupied by the Land Owner No. 2, the Land Owner No. 2 has handed over vacant and peaceful possession of the remaining flats in the front building to the Developer on execution of this Agreement. Further, both Land Owners have handed over symbolic and constructive possession of the entire Said Land to the Developer on execution of this Agreement.

- 5.3. Boundary Wall and Direct Access: The Said Land is secured by boundary walls with proper entry/exit gates which will be made available to the Developer at all times.
- 5.4. Mutation: The Land Owners shall mutate their respective names in the records of the Kolkata Municipal Corporation in respect of the Said Land. In case any errors, defects, discrepancies, omissions, inconsistencies and/or mis-description in mutation or in any other recording is detected in the records of the Kolkata Municipal Corporation or any other Governmental Authorities including as regards the area of land and/or the nature of recorded use for the purpose of development envisaged herein or otherwise, the Land Owners shall cause the same to be incorporated/corrected.
- 5.5. Change of Use: If required by the Developer or under Applicable Law, the Land Owners will cause to be recorded/changed the use of the Said Land into purposes commensurate with the Building Complex and the Project in the records of the Kolkata Municipal Corporation and/or other appropriate Governmental Authorities as required by the Developer and to make the Said Land fit for being developed as a Project.
- 5.6. Clearances: The Land Owners shall cooperate fully and in a timebound manner in application for and obtaining all Approvals, permissions, clearances or certificates, the sanction of Building Plans from any Governmental Authorities as may be required under Applicable Law in respect of the Said Land and/or title of the Said Land or to commence development on the Said Land.
- 5.7. Municipal and statutory Dues: Till 31st December, 2025, all taxes and outgoings on account of municipal/property tax, land tax and other outgoings on the Said Land (including any pending revaluations) shall be borne and paid by the Land Owners.



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6 ENTRY

With effect from the date of execution of this Agreement, the Developer shall have the full free and unfettered right to enter upon the Said Land for the purpose of survey, soil testing, planning and preparation of plans, inspection and other initial works pertaining to the development as well as to carry out all development activities and to keep the same secured by appointing its security personnel.

7 PLANNING OF THE PROJECT RELATED OBLIGATIONS

- 7.1. Planning: The planning and layout for the development of the Said Land including, *inter alia*, the decisions on the size and height each thereof, the design, concept and layout of the Building Complex and also of landscaping, plantation, walkways, driveways at the Said Land, the number and area and type of use of Units and other Transferable Areas in the New Building and other portions of the Said Land with sharing of all/ any facilities/ infrastructure shall be done by the Developer at its own risk and costs. Any change in the nature of use of the New Building from residential shall require the prior approval of the Land Owner No. 2.
- 7.2. Survey And Soil Testing: The Developer shall at its own costs and expenses carry out necessary survey and soil testing and other preparatory works in respect of the Said Land.
- 7.3. Building Plans:
 - (a) The Developer shall, subject to occurrence of an event of Force Majeure, subject to obtaining vacant and peaceful possession of the Said Land from the occupiers and further subject to the Land Owners not being in default or breach of this Agreement, obtain sanction of the Building Plans within 6 (six) months from the execution of this Agreement.
 - (b) The Developer shall be entitled from time to time to cause modifications and alterations to the new sanctioned plans or revised sanctioned plans in such manner and to such extent as the Developer may deem fit and intimate the Land Owner No. 2 regarding such modifications and alterations.
 - (c) The Land Owners shall cooperate with the Developer and do all acts, deeds, matters and things necessary for the Developer to obtain such clearances, permissions, no objection certificates and other approvals required for sanction of the Building Plans for the purpose of the Project within reasonable time of a request being made by the Developer.



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- (d) The Land Owners hereby authorize the Developer to apply for and obtain the maximum permissible FAR as per Applicable Law in respect of the Said Land save and except the Land Owner No. 1's Retained Portion.
- 7.4. Allocation: Within a period of 30 (thirty) days from the sanction of the Building Plan, the Parties shall mutually allocate their respective allocations on an equitable basis. Parties shall record such allocation in writing in a separate document. On and from such allocation, the Land Owner No. 2 shall be liable to pay the applicable Goods and Services Tax applicable on her Transferable Areas at the time of the above identification and allocation. The Land Owner No. 2 shall be liable to pay the Extras and Deposits for the Land Owner No.2's Allocation on the date on which possession of the Land Owner No. 2's Allocation has been handed over to the Land Owner No. 2 by the Developer.
- 7.5. RERA Registration: The Developer shall, subject to occurrence of an event of Force Majeure and subject to the Land Owners not being in default or breach of this Agreement, obtain registration of the Project under RERA within a period of 3 (three) months from sanction of the Building Plans.
- 7.6. Completion of construction:
- (a) Time: Subject to the Land Owners not being in default in compliance of their obligations hereunder and further subject to Force Majeure, the Developer shall, at its own costs and expenses, construct, erect and complete the New Buildings (including the Common Areas and Installations) in accordance with the Building Plan and as per the Agreed Specifications and obtain at the Developer's own costs a Certificate from the Architect certifying the completion of the New Buildings and the Project in terms of the Building Plan. The Developer shall obtain such completion certificate within a period of 3 (three) years from the date of obtaining all Approvals, consents, licenses etc. required for commencement of construction (including environmental clearances, sanction of the building plans and registration of the Project under the provisions of the RERA).
- (b) The Developer shall be entitled to a further grace period of 6 (six) months ("**Grace Period**") after the time period of 3 (three) years as mentioned under sub-clause (a) above to complete the Project.
- (c) In addition to the above it is expressly agreed and provided that in case of there being any dispute or litigation or claim pertaining to the ownership of the Land Owners or title of the Said Land or any non-compliance of the obligations of the Land Owners or any dispute between the Land Owners *inter se*, then until resolution of such dispute or litigation or claim and/or compliance of the concerned obligation by the Land Owners, the time for compliance of its obligations by the Developer shall not be counted and shall *ipso facto* stand added



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to the time granted to the Developer. This shall be without prejudice to the other rights and remedies of the Developer hereunder.

- 7.7. Completion Of Construction: The construction of New Buildings shall be deemed to have been completed upon the Developer obtaining at the Developer's own costs a certificate from the Architect certifying the completion of the New Buildings and the Project in terms of the Building Plan ("**Completion of Construction**"). After the Completion of Construction, the Developer shall give a written notice of completion along with a copy of the completion certificate issued by the Kolkata Municipal Corporation ("**Notice Of Completion**") to the Land Owner No. 2 enclosing photocopy of the above Architect's certificate.
- 7.8. Handover: Unless the Land Owner No. 2 accepts possession earlier, the Land Owner No. 2's Allocation shall be deemed to have been handed over to the Land Owner No. 2 upon expiry of a period of 30 (thirty) days from the Notice of Completion and thereafter the Land Owner No. 2's Allocation in the Project shall be under the control and management of the Land Owner No. 2.
- 7.9. Signature And Submission: The Land Owners shall in a time bound manner and in any event within 7 (seven) days of request, sign, execute, submit and deliver all applications, undertakings, declarations, affidavits, deed of gift, plans and other appropriate authority, boundary declarations, undertakings, letters and other documents and do all acts deeds and things as may be required by the Developer in connection with the application and/or obtaining the sanction of the Building Plans and for obtaining any Approvals required by the Developer for commencing or carrying out the development at the Said Land and for obtaining any utilities and permissions thereat.

8 CONSTRUCTION OF THE PROJECT

- 8.1. Boundary Wall: The Developer shall, if required, repair the boundary walls wherever damaged.
- 8.2. Good Construction: The Developer shall construct erect and carry out the development at the Said Land or cause the same in a good and workman like manner with good quality of materials with the specifications provided in the **THIRD SCHEDULE** hereunder written ("**Agreed Specifications**") and upon due compliance of the Building Plans and Applicable Law affecting the same. The Developer shall have the sole and complete rights in respect of all aspects of development and construction.
- 8.3. Applicable Laws: The Developer shall comply with all necessary requirements under Applicable Laws and required to be complied with by a developer of a building and the Land Owners shall co-operate and assist the Developer in respect thereof and the Land Owners shall also comply with all necessary requirements under the Applicable Laws required to be complied with by Land Owners.



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- 8.4. Team: The entire team of people required for the execution of the Project shall be such person/ entity as may be selected and appointed by the Developer in its sole discretion.
- 8.5. Utilities: The Developer shall at its own costs and expenses be entitled to utilize the existing available and/or modify or alter or apply for and obtain new connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities (whether temporary or permanent) from all Governmental Authorities and statutory or other bodies required for the construction and use of the proposed Project.
- 8.6. Common Areas And Installations: The Developer shall identify the Common Areas and Installations in the Said Land meant jointly or individually for the Building Complex and/or the Said Land as a whole and also for all or some of the Transferees and/or Transferable Areas. The Developer shall be entitled to:
- (a) Allow or permit only phasewise and/or provisional and/or partial use of any of the Common Areas and Installations until completion of construction of the Project or until such earlier time as the Developer may deem fit and proper.
 - (b) Take all decisions and do all acts required or necessary for construction of the road for access from the main road to the Said Land.
- 8.7. Areas: The carpet area, built-up and super built-up area in respect of all the Units and other Transferable Areas in the Project shall be such as be determined by the Developer.
- 8.8. Management, Control and Authority: With effect from the date of execution of this Agreement, the Developer shall have exclusive and unobstructed right to administer the Project. The Land Owners hereby agree and confirm that the Developer shall have all the authority to carry out the planning and development of the Project including the following:
- (a) to set up site office, put up the hoardings/boards, bring out brochures and commence the preparatory works for the proposed Project.
 - (b) to display the board/hoardings of its group companies at the Said Land and the Building Complex.
 - (c) to apply for and obtain all Approvals from any Governmental Authority for all or any of the purposes connected with the planning or development or Transfer of the Building Complex from any Governmental Authorities or any other person.



- (d) to represent the Land Owners before all Governmental Authorities and also all electricity, water, drainage, sewerage, technology driven and other service providers.
 - (e) to pay various fees, costs and charges to the concerned authorities as may be necessary for the purpose of carrying out the development work on the Said Land and to claim refund of such deposits so paid and to give valid and effectual receipts in connection with the refund of such deposits in its own name or in the name of the Land Owners or in the joint names, as may be required.
 - (f) To obtain necessary partial and/or full Completion/Occupancy Certificate from the Kolkata Municipal Corporation.
- 8.9. Name: The name of the Project shall be such as the Developer may decide which decision shall be final and binding on the Land Owners.
- 8.10. Co-Operation: For all or any of the purposes contained hereinabove and required by the Developer, the Land Owners shall render all assistance and co-operation to the Developer and sign execute submit and deliver all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer and/or any Governmental Authorities from time to time promptly and without any delay, failing which the time periods for construction by the Developer shall stand automatically extended by the periods of delay on the part of the Land Owners.
- 8.11. Costs And Expenses: Unless otherwise expressly mentioned, all costs of construction and development of the Building Complex at the Said Land shall be borne and paid by the Developer.
- 8.12. Existing sanctioned Building Plan: The Land Owners agree and undertake that the Developer shall be entitled to apply for, utilize and consume the FAR of the entire Said Land as per the Existing Sanctioned Plan. The Developer shall also have the right to make fresh applications for sanction of Building Plans or to make modifications to the Existing Sanctioned Plan, as deemed fit by the Developer. Benefits of the Existing Sanctioned Plan together with all other approvals, licenses etc. are hereby assigned/ transferred by the Land Owners to the Developer and the Developer shall have fullest liberty to carry out any modifications and/or alterations to the Existing Sanctioned Plan or cancel/ revoke the Existing Sanctioned Plan.

9 TRANSFER AND MANNER

- 9.1. Transfer: The Transfer of all Developer's Allocation in the Project shall be under the control and management of the Developer and of the Land Owner No. 2. Allocation shall be under the control and management of the Land Owner No. 2. The Land Owners



shall transfer the proportionate undivided share and interest attributable to the Developer's Allocation in favour of the Developer's Transferees together with the right to use the Common Areas and Installations. It being clarified that the Land Owners shall be represented in all sale and Transfer related documents by the Developer vide the Power of Attorney granted pursuant to this Agreement.

9.2. Manner Of Transfer: The Parties agree to the following terms and conditions in respect of the Transfer of the Transferable Areas:

- (a) Rate and Price for Transfer: The minimum rates at which the Parties shall take booking for Transfer shall be finalized by the Developer and neither Party shall be permitted to Transfer any Transferable Areas below such price.
- (b) Publicity: The Developer shall have exclusive rights in respect of the advertisement and signages to be placed at the Said Land and the Building Complex. The Developer shall be entitled to advertise the Project in all media. The Developer shall negotiate and settle the costs and other terms with marketing and publicity agents and use its brands and logo in publicity materials and media. The Developer shall be responsible for the marketing of the entire Transferable Areas in the Project, i.e. to say (i) advertise and publicize via all medias, put hoardings, print and distribute pamphlets/brochures, etc. for the Project, (ii) appoint consultants, marketing agents, brokers, selling agents for the Project and (iii) do all other acts deeds and things required for the marketing of the Transferable Areas in the New Building to Transfer the same to the Transferees.
- (c) Marketing Costs: The Land Owner No. 2 shall be liable to bear 4% (four) percent plus applicable GST on the Land Owner No. 2' Allocation towards the costs incurred by the Developer for advertising, publicity and marketing of the Project. Applicable brokerage of the Land Owner No. 2' Allocation shall be borne by the Land Owner No. 2. Such marketing costs shall however not be payable on any part of the Land Owner No. 2's Allocation which has been retained by her for self use.
- (d) Signature to Agreements and Deeds: The agreements and final Transfer deeds or deeds relating to Transfer of the Units, Parking Spaces and other Transferable Areas forming part of the Developer's Allocation shall be executed by the Land Owners (represented by the Developer vide the Power of Attorney to be granted pursuant to this Agreement) and the Developer.
- (e) The Developer shall deliver possession of the Transferable Areas forming part of the Developer's Allocation directly to the Transferees thereof and the consent thereof is deemed to have been provided by the Land Owners by virtue of this Agreement.



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- 9.3. Advocates: All documents of Transfer or otherwise shall be drafted by the advocates of the Developer and the Land Owners agree not to carry out changes in the approved drafts without prior consent of the Developer obtained in writing.
- 9.4. Interest etc. to Transferees etc.: In case any liability, interest, damage or compensation is payable to any Transferee or other person relating to the Project, owing to delay or default on the part of the Land Owners in compliance of their obligations towards Transferees (including a default in maintaining good and marketable title to the Said Land), the same shall be payable by the Land Owners exclusively. In case any liability, interest, damage or compensation is payable to any Transferee or other person relating to the Project, owing to delay or default on the part of the Developer in relation to construction and development of the Said Land, the same shall be payable by the Developer exclusively.
- 9.5. Loans By Transferees: The Transferees shall be entitled to take housing loans for the purpose of acquiring specific Units and Transferable Areas from banks, institutions and entities granting such loans. The Land Owners and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents etc. as be required in this regard by such banks, institutions and entities Provided That there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Said Land except the Unit and appurtenances under Transfer and save those occasioned due to cancellation of the agreement with the Transferee.
- 9.6. The Land Owner No. 1 agrees and confirms that she shall not be entitled to use or enjoy the Common Areas and Installations in respect of the New Buildings/ Building Complex and upon completion of the Project, the Developer may carry out separation of the Land Owner No. 1's Retained Portion from the Project by taking such steps as it may deem necessary. The Land Owner No. 1 shall however be entitled to access the common passage demarcated by the Developer for ingress and egress to and from the Land Owner No. 1's Retained Portion.

10 PROJECT FINANCE, DISTRIBUTION, EXTRAS & DEPOSITS AND SECURITY DEPOSIT

10.1. Project Finance:

- (a) The Developer shall be entitled to borrow money from any bank and/or financial institution without creating any financial liability on the Land Owners or affecting the Land Owners' allocation in the Project. It being expressly agreed and understood that in no event shall the Land Owners be responsible and / or be made liable for payment of any dues of such bank and/or financial institution. The proceeds of such loan shall be exclusively used for the purpose of development and construction of the Project.



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- (b) For the above purpose the Developer will be entitled to create security in favour of such bank and/or financial institution to the extent of Developer's Allocation in order to raise construction and development finance for the Project.
- (c) The title deeds of the Said Land have been handed over to the Developer by the Land Owners. The title deeds of the Said Land may be deposited by the Developer with the bank and/or financial institution for the purpose of creating an equitable mortgage or mortgage by deposit of title deeds or simple mortgage or registered mortgage over the Said Land for obtaining project finance and the Land Owners hereby consent to the same. However, such mortgage shall be limited to the Developer's Allocation only. The Land Owners shall cooperate with the Developer to the fullest extent and execute such documents as may be required by the Developer or the bank and/or financial institution (including furnishing NOCs).

- 10.2. RERA Compliances: It is clarified that this Agreement and the modalities of Transfer of the Land Owner No. 2's Allocation and the Developer's Allocation shall be subject to the provisions of Applicable Law for the time being in force including the RERA. Each Party shall be liable and responsible to comply with the necessary provisions pertaining to their allocation. Necessary bank accounts shall be opened and operated in the manner mandated by RERA and the rules framed thereunder. Parties shall, if necessary, enter into and execute addendums and supplemental agreements to capture any changes on account the RERA.
- 10.3. Extras And Deposits: Extras and Deposits in respect of all Transferable Areas of the New Buildings together with the Common Expenses/ Maintenance Charges shall be payable by the Transferees to the Developer (including for the Land Owner No. 2's Allocation). The Deposits shall be handed over by the Developer to the Association at the appropriate time after making necessary adjustments.
- 10.4. Acknowledgments: The Developer shall be and is hereby authorized to issue receipts on behalf of itself.
- 10.5. Errors And Omissions: All payments made by the Parties to each other shall be subject to any errors or omissions and the consequent accounting and settlement when detected.
- 10.6. Cancellation & Refund: In case of cancellation of any booking /agreement, the respective Party shall refund the Realizations received in respect of such Unit. In case cancellation of any Unit forming part of the Land Owner No. 2' Allocation, the Developer shall refund the Extras and Deposits in accordance with the agreement entered into with the relevant Transferee Unit has been cancelled.



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10.7. Land Owners' Liabilities Towards Extras And Deposits: The Land Owner No. 2 shall be liable, upon being handed over possession of the Land Owner No. 2's Allocation, to make contribution on account of Extras and Deposits for the entire Land Owner No. 2's Allocation save except those amounts which have been collected from the Transferees thereof.

10.8. Security Deposit for the Land Owner No. 1:

- (a) In pursuance of the settlement and negotiation between the Parties, the Developer has paid to the Land Owner No. 1 a sum of Rs. 11,00,00,000/- (Rupees Eleven Crores only) as and by way of a refundable security deposit ("**Land Owner No. 1's Security Deposit**") (receipt whereof is hereby as well by the Receipt and Memo of Consideration herein contained admitted and acknowledged by the Land Owner 1).
- (b) The Land Owner No. 1's Security Deposit shall ordinarily be interest free. The Land Owner No. 1 agrees that the Security Deposit amount as above shall be refunded to the Developer in the manner agreed between the Land Owner No. 1 and the Developer in writing.

10.9. Security Deposit for the Land Owner No. 2:

- (a) In pursuance of the settlement and negotiation between the Parties, the Developer has paid to the Land Owner No. 2 a sum of Rs. 2,00,00,000/- (Rupees Two Crores only) as and by way of a refundable security deposit ("**Land Owner No. 2's Security Deposit**") (receipt whereof is hereby as well by the Receipt and Memo of Consideration herein contained admitted and acknowledged by the Land Owner 2).
- (b) The Land Owner No. 2's Security Deposit shall ordinarily be interest free. The Land Owner No. 2 agrees that the Land Owner No. 2's Security Deposit amount as above shall be refunded to the Developer as follows:
 - 1. 50% (fifty percent) shall be refunded out of the proceeds of the sale of the 1st Unit forming part of the Land Owner No. 2's Allocation; and
 - 2. 50% (fifty percent) shall be refunded upon Completion of Construction.

11 COMMON PURPOSES AND MAINTENANCE IN-CHARGE

11.1 Common Purposes: Each of the Land Owners and the Developer and all Transferees shall be bound and obliged to pay the amounts and outgoings (such as common area maintenance expenses) and comply with the rules, regulations, restrictions and conditions as may be framed by the Developer in accordance with Applicable Law and



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adopted for or relating to the Common Purposes of managing, maintaining, administering, up-keep and security of the Project and in particular the Common Areas and Installations. Furthermore, while dealing with and/or entering into any agreements and other documents of Transfer, the Land Owners and the Developer shall respectively necessarily incorporate all rules, regulations restrictions and conditions framed by the Developer relating to the Common Purposes.

- 11.2 Maintenance In-Charge: The Developer shall frame a scheme for the management and maintenance of the New Buildings. Initially the maintenance of the New Buildings including the Common Areas and Installations shall be looked after by the Developer who shall be entitled to collect the costs and service charges for the same ("**Maintenance Charges**") for the entire Project. At an appropriate stage the Developer shall hand over the maintenance to a body constituted / formed at the instance of the Developer and the Transferees shall be represented on such body ("**Association**").
- 11.3 Until formation of the Association and handover of the charge of the maintenance or any aspect thereof to the Association, the Developer shall be free to appoint different agencies or organizations for any activities relating to Common Purposes at such consideration and on such terms and conditions as the Developer may deem fit and proper. All charges of such agencies and organizations shall be part of the Common Expenses.
- 11.4 Notwithstanding any formation of Association or handover of charge to it, neither the Association nor the members thereof or any Transferee shall be entitled to frame any rule or regulation or decide any condition which may affect any right or privilege of the Parties hereto.

12 COVENANTS BY THE LAND OWNERS

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

- (a) That with effect from the date of execution hereof, the Land Owners shall not deal with, transfer, let out or create any Encumbrance in respect of the Said Land or any part thereof or any development to be made thereat.
- (b) If required under Applicable Law, the Developer shall (on behalf of the Land Owners) purchase and maintain insurance policies as are customarily and ordinarily available in India for title to the Said Land on commercially reasonable terms against all risks in an adequate amount, consistent with estimated value of the Project and as may be required by the lenders (if any). The premiums payable on insurance coverage as indicated above, including any costs and expenses incidental to the procurement and enforcement of such insurance cover shall be borne by the Developer and the proceeds from any insurance claims shall be payable to the Developer.



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- (c) That the Land Owners shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Developer.
- (d) The Land Owners shall ensure compliance with Applicable Law with respect to the Project (including RERA) for the Land Owners' allocations.
- (e) The Land Owners shall ensure that all their remaining legal heirs (except the Confirming Parties) confirm the terms of this Agreement by way of a registered document within such period as may be required by the Developer.
- (f) That the Land Owners shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.
- (g) That the Land Owners shall not cause any interference or hindrance in the sanction/modification/addition/alteration of Building Plans in terms hereof, construction and development at the Said Land by the Developer and/or Transfer of the Developer's Allocation and not to do any act deed or thing whereby any right of the Developer hereunder may be affected.
- (h) That none of the Land Owners shall at any time do or execute or knowingly suffer or become party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Land or any part thereof can or may be impeached, encumbered or affected in title or would in any way impair, hinder and/or restrict the development transfer and other activities envisaged under this Agreement.
- (i) That for all or any of the purposes contained in this Agreement, the Land Owners shall render all assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time.

13 COVENANTS BY THE DEVELOPER

13.1 The Developer doth hereby covenants with the Land Owners as follows:-

- (a) That the Developer doth hereby agrees and covenants with the Land Owners not to do any act deed or thing whereby any right or obligation of the Land Owners hereunder may be affected or the Land Owners are prevented from making or proceeding with the compliance of the obligations of the Land Owners hereunder.



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- (b) That the Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and shall not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.
- (c) That during the subsistence of this Agreement, there shall be no change in constitution of the Developer's partners without the prior written consent of the Land Owners.
- (d) The Developer shall take all necessary steps for obtaining all Approvals as may be necessary / required and shall do all acts, deeds and things required by any statute and to comply with the lawful requirements of all the authorities for the development of the Said Land.
- (e) In consultation with the Architect, the Developer shall determine the best quality and specifications of building materials that are to be used in construction of the new buildings in the Project without however violating those as per the **THIRD SCHEDULE** specified herein.
- (f) The Developer shall inform the Land Owners of any changes, variation and/or modifications in the Building Plans and/or Agreed Specifications and/or construction of the New Buildings, as may be required to be done from time to time at the instance of the concerned municipal or the sanctioning authority or other appropriate authorities or under any statute or under the advice of the Architect and the Land Owners shall not raise any objection or hindrance or claim.
- (g) The Developer shall not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the Said Land or any part or portion thereof.
- (h) The Developer shall not expose the Land Owners to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, engineer and other consultants as may be necessary and/or required for the purpose of construction erection and completion of the New Buildings.
- (i) The Developer shall remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking construction of the New Building and/or buildings in accordance of the Building Plan and in a good and workman like manner and by adhering to the Agreed Specifications and to pay; perform and observe all the terms, conditions, covenants and obligations on the part of the Developer to be paid performed and observed hereunder.



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- (j) The Developer shall comply with all Applicable Laws related to construction and shall complete the development and construction of the New Buildings strictly in accordance with the Building Plan.
- (k) The Developer shall be responsible to arrange all necessary finances and/or funds for the development of the Project.
- (l) The Project shall be made complete in all respects including providing all required Common Areas and Installations and essential services including drainage/sewerage, water, electricity, telephone and any other essential connections and the landscaping and electrification of such Common Areas and Installations as may be required for beneficial use of the Units.
- (m) The Developer shall be responsible for applying and obtaining electricity, water, sewerage and drainage connection for the New Buildings(s) and/or Units as may from time to time be required. For such purpose, the Developer may make applications in the name of Land Owners to concerned authorities.

14 TDS, GST AND PROPERTY TAXES ETC.

- 14.1 The Parties shall respectively discharge statutory compliances in respect of TDS (Tax Deducted at Source) or Income Tax related compliances in respect of their respective rights, benefits and obligations under or arising out of this Agreement.
- 14.2 The Goods & Service Tax (GST) relating to development and construction activities shall be to the account of and be paid by the Developer who shall comply with the applicable provisions regarding the same. The GST in respect of transfer of the Units to the Transferees shall be payable by the Transferees and shall be collected by the Developer from the Transferees.
- 14.3 Parties shall be responsible to pay all taxes and outgoings including Goods and Service Tax (GST) which may become payable in respect of their respective allocation as may be presently imposed or levied in future and shall keep the other saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings arising therefrom. In the event, any other law/statute/tax/new regime/judicial pronouncements comes into force in relation to GST or change in the existing GST law during the tenure of this Agreement, it will also apply accordingly, and the liability/benefit shall be shared by both the Developer and the Land Owners.
- 14.4 Till 31st December, 2025, all taxes and outgoings on account of municipal/property tax, land tax and other outgoings on the Said Land (including any pending revaluations) shall be borne and paid by the Land Owners and those arising for the period thereafter till Completion of Construction shall be borne and paid by the Developer. On and from Completion of Construction, each Party shall bear its proportionate amount of all taxes



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and outgoings on account of municipal/property tax, land tax and other outgoings provided that such liability of the Parties shall from time to time progressively cease in respect of the portions for which Transferees become liable upon Completion of Construction. The Parties have however agreed that the property taxes for the Land Owner No. 1's Retained Portion shall be paid by the Land Owner No. 1 at all times and not by the Developer or the Land Owner No. 2.

15 FORCE MAJEURE

Notwithstanding anything elsewhere to the contrary contained in this Agreement, neither of the Parties hereto shall be considered to be in default in performance of their respective obligations or be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the Force Majeure and time for performance shall remain suspended during the duration of the Force Majeure. "Force Majeure" shall mean any event or combination of events or circumstances beyond the control of a Party, which cannot be prevented or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under this Agreement including (a) Acts of God i.e. fire, draught, flood, earthquake, storm, lightning, pandemic, epidemics, quarantine restrictions, governmental notifications for cessation of commercial activities, trade restrictions, lockdowns and natural disasters; (b) Explosions or accidents, air crashes; (c) General strikes and/or lock-outs, civil disturbances, curfew etc.; (d) Civil commotion, insurgency, war or enemy action or terrorist action; (e) Change in Law, Rules and Regulations, injunctions, prohibitions, or stay granted by court of law, Arbitrator, Government; (f) Non functioning of any existing or new Appropriate Authorities due to any reason whatsoever and (g) any other event or circumstance which is beyond the control of the parties.

16 POWERS OF ATTORNEY

- 16.1 The Land Owners shall with the execution of this Agreement execute and/or register one or more Powers of Attorney in favour of the Developer and/or the Developer's nominated persons granting all necessary powers and authorities required by the Developer to effectuate and implement this Agreement. If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned herein, the Land Owners shall grant the same to the Developer and/or its nominees.
- 16.2 It is understood that to facilitate the Project, various acts deeds matters and things not herein specified may be required to be done by the Developer for which the Developer may need the authority of the Land Owners for making or signing of various applications and other documents relating to which specific provisions may not have been mentioned herein. The Land Owners hereby undertake to do all such acts deeds



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

- 16.3 The said power or powers of attorney granted by the Land Owners to the Developer and/or its nominee/s shall form an integral part of this Agreement as being coupled with interest and the Land Owners shall not be entitled to modify or alter the same without the prior written consent of the Developer.

17 TERMINATION

This Agreement may only be terminated by the mutual consent of the Parties recorded in writing.

18 OTHER TERMS AND CONDITIONS:

- 18.1 Indemnity By Land Owners : At all times hereafter the Land Owners hereto shall jointly and severally indemnify and agree to keep the Developer, its designated partners, its partners, affiliates and employees, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer its designated partners, its partners, affiliates, consultants and employees and arising due to any representation of the Land Owners being found to be false or misleading (including a defect in the title of the Land Owners to the Said Land) and also due to act, omission, default, breach, negligence, non-compliance or violation of any kind or nature, of this Agreement or under civil or criminal laws in relation to the terms and conditions hereof by the Land Owners.
- 18.2 Indemnity By Developer : At all times hereafter the Developer shall indemnify and agree to keep the Land Owners saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Land Owners and arising due to any representation of the Developer being found to be false or misleading (including a default in construction of the Project) and also due to act, omission, default, breach, negligence, non-compliance or violation of any kind or nature, of this Agreement or under civil or criminal laws in relation to the terms and conditions hereof by the Developer.
- 18.3 No Partnership Or AOP: The Land Owners and the Developer 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 (AOP).



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- 18.4 Waivers: Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect, diminish or prejudice the rights of such Party to require performance of that provision. A waiver on any occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.
- 18.5 Entire Agreement: This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written oral or implied.
- 18.6 Modifications: No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by the Land Owners and the Developer.
- 18.7 Choice Of Remedies: It is clarified that the exercise of any one or more remedy by any Party shall not be or constitute a bar for the exercise of any other remedy by the concerned party at any time.
- 18.8 Validity: The Parties are executing this Agreement as a legally binding contract with intent to be bound by the terms hereof. If any term or provision herein contained shall be held to be invalid or unenforceable, the same shall not affect the validity or enforceability of the other provisions of this Agreement and the Parties shall endeavor to replace such term or provision with a valid and enforceable term or provision which corresponds best to the original intention.
- 18.9 Original: The original Agreement shall be stamped and registered at the costs and expenses of the Developer and the Developer shall be entitled to the custody of the same.
- 18.10 Death or mental/ physical incapacitation of Land Owners: In the event of the unfortunate death or mental/ physical incapacitation of any of the Land Owners, all rights, entitlements, benefits and obligations of such Land Owner under this Agreement shall be valid and binding on the legal heirs and heiresses of such Land Owner including but not limited to the relevant Confirming Parties. The Confirming Parties agree that in such event, they shall enter into any such supplementary agreements, documents etc. as may be required by the Developer on the same commercial terms and conditions as contained herein.
- 18.11 Notices: All notices to be served hereunder by any of the Parties on the other shall be deemed to have been served on the 4th day from the date of despatch of such notice by prepaid registered post with acknowledgement due at the address of the other Party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered speed post without the same being



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served. None of the Parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid.

- 18.12 Arbitration: In the event of any dispute or differences arising between the Parties hereto as to the construction, meaning or effect of this Agreement or any clause or thing contained herein or the rights, duties, liabilities and obligations of the Parties hereto, the Parties shall first endeavor to resolve the same amicably through negotiations. In the event such dispute or difference is not resolved by means of negotiations within a period of 15 (fifteen) days from the date of occurrence thereof, or such other period as is agreed between the Parties, such dispute shall then be referred to and settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The Parties shall mutually appoint a sole arbitrator for conducting such arbitration. The decision of the said sole arbitrator shall be final and binding upon the parties. The seat and venue of arbitration proceeding shall be at Kolkata, West Bengal.
- 18.13 Jurisdiction: Only the Hon'ble High Court at Calcutta and those having territorial jurisdiction over the Said Land shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this Agreement or connected therewith.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(Said Land)

ALL THAT piece and parcel of land admeasuring 2 (two) Bighas, 14 (fourteen) Cottahs 15 (fifteen) Chittacks and 10 (ten) square feet, together with buildings erected thereon containing a total constructed area of 30,740 (Thirty Thousand Seven Hundred and Forty) square feet, situate, lying at and being Premises No. 6, Ho Chi Minh Sarani (previously Harrington Street), Kolkata 700 071, Holding No. 16, Block- 19, South Division, Police Station Shakespeare Sarani, within the jurisdiction of Kolkata Municipal Corporation, Ward No. 63.

The Said Land has been shown in the Plan annexed hereto as Annexure A and thereon duly bordered in Red colour.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(Common Areas and Installations)

BASIC INFRASTRUCTURE

- Garden, Green Landscape
- Underground Water Supply, Electricity, Drainage, Sewerage System if required
- 24 Hours Water Supply.

Shruti D.

Chaya Das



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- 24 Hours Security with CCTV System for Security and Surveillance.
- Complete Fire Fighting System.
- Adequate Power Supply.
- 24 Hours alternate Power Supply Source for common Area and Lift (Alternate Power Back-up for the Apartments shall also be provided after calculating the load factor) (Optional)
- Intercom Facility from Security Room to Apartments.
- Society Office.

SOCIAL INFRASTRUCTURE

- Community Hall.

SPORTS & LEISURE

- Gymnasium.
- Jacuzzi / Swimming Pool
- Indoor Games: Carrom, Chess, Snooker table & board games.
- Lounge Room
- Card Room
- Steam/Sauna Room



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THIRD SCHEDULE
(Agreed Specifications)

- Foundation: Concrete Piling
- Super structure: RCC Structure with Beam & Column; Earthquake resistant, reinforcement cement concrete framed structure with brick work infill of 8" / 5" / 3" with plaster on both sides.
- Internal Wall: POP/Putty finish over plastered surface.
- External Wall: External Grade Paint
- Doors: Flush Doors with Sal Wood Frame fitted with standard stainless steel fittings
- Windows & Railings: UPVC Sliding Windows with Clear Glass, UPVC Louvers for Toilets.
- Balcony and Staircase: SS Railings as per design.
- Flooring :
- Living, Dining, Kitchenette, Bedrooms, Toilet, Balcony & Common Lobby – Vitrified Tiles/Marble
- Staircase – Green Marble.
- Kitchenette: Granite with Stainless Steel Sink.
- Toilet: Wall Tiles up to 6-7 Ft height.
- Kitchen: Wall Tiles up to 2 Ft height over Kitchen Counter
- Toilet Fixture: European Style Ceramic WC and Basin with Stainless Steel Tap of Kohler or equivalent brand.
- Electrical: Wiring – Conceal Conduit with FRLS Copper Wires of reputed make.
- Switches – White Colour Modular Type of reputed make.
- Light & Fan Points – Standard number.
- TV Point – Standard number.
- Elevator – lift shall be provided of Mitsubishi or equivalent brand.
- Transformer : Shall be provided if required
- Anti Termite treatment shall be provided.
- Pressure Testing: In all toilets and pipe line.

The Developer shall be entitled to modify and/or change and/or add to the above Agreed Specifications from time to time if the same are deemed by them to be in the interest of the Project and in such event the modified/changed specifications shall be deemed to be incorporated herein.



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RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED of and from the withinnamed Developer the within mentioned sum of Rs. 11,00,00,000/- (Rupees Eleven Crores) only as payment of the Land Owner No. 1's Security Deposit payable under these presents as per the Memo below:

MEMO OF CONSIDERATION

1.	By cheque No. 003409 dated 12 th August, 2025 drawn on ICICI Bank in favour of Mrs. Chaya Dass...	Rs. 1,00,00,000/-
2.	By cheque No. 003412 dated 13 th August, 2025 drawn on ICICI Bank in favour of Mrs. Chaya Dass...	Rs. 1,00,00,000/-
3.	By cheque No. 003415 dated 18 th August, 2025 drawn on ICICI Bank in favour of Mrs. Chaya Dass...	Rs. 1,00,00,000/-
4.	By cheque No. 003416 dated 18 th August, 2025 drawn on ICICI Bank in favour of Mrs. Chaya Dass...	Rs. 1,00,00,000/-
5.	By cheque No. 003417 dated 18 th August, 2025 drawn on ICICI Bank in favour of Mrs. Chaya Dass...	Rs. 1,00,00,000/-
6.	By cheque No. 003430 dated 27 th August, 2025 drawn on ICICI Bank in favour of Mrs. Chaya Dass...	Rs 4,90,00,000
7.	Tax Deducted at Source (TDS)	Rs 1,10,00,000
	TOTAL	Rs. 11,00,00,000/-

(Rupees Eleven Crores only)

Witnesses:

Chaturangi Kumar
S/O Late Pussabhatu B. Kumar
85, B.B. Ganguly street
Kolkata-700022..

Chaya Dass
(Chaya Dass)

John Sangeet Singha



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RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED of and from the withinnamed Developer the within mentioned sum of Rs. 2,00,00,000/- (Rupees Two Crores) only as payment of the Land Owner No. 2's Security Deposit payable under these presents as per the Memo below:

MEMO OF CONSIDERATION

1.	By cheque No. 003389 dated 10 th July, 2025 drawn on ICICI Bank in favour of Mrs. Sheila De...	Rs. 1,00,00,000/-
2.	By cheque No. 003432 dated 25 th August, 2025 drawn on ICICI Bank in favour of Mrs. Sheila De...	Rs. 1,00,00,000/-
TOTAL		Rs. 2,00,00,000/-

(Rupees Two Crores only)

Witnesses:

1. Chabranjit Kumar
s/o Late Anshuman N. Kumar
85, B. B. Ganguly Street
Kolkata 700012

2. John Sangeet Singha


(Sheila De)



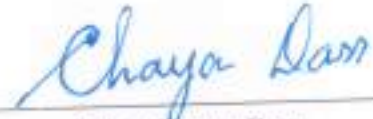
ADDITIONAL REGISTRY
OF ADDI REGISTRY
27 AUG 2025

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 LAND OWNERS at Kolkata in the presence of:

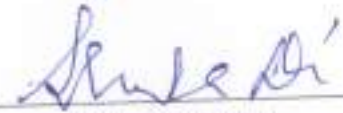
1. 
Flat 7, 6, Ho Chi Minh Sarani
Kolkata 700071

2. John Sangeet Singha
411 Bechmala Road Kol-700014



Mrs. Chaya Dass
Land Owner No. 1





Mrs. Sheila De
Land Owner No. 2



EXECUTED AND DELIVERED by and on behalf of the above named DEVELOPER at Kolkata in the presence of:

1. 

2. John Sangeet Singha

ATK MANOR DEVELOPERS LLP


Designated Partner

Mr. Azad Tanveer Kalim
Designated Partner
For ATK Manor Developers LLP

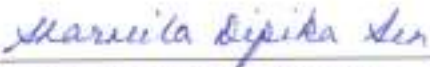


ADDITIONAL REGISTRAR
OF ASSURANCES IN KOLKATA
27 AUG 2025

EXECUTED AND DELIVERED by the above named CONFIRMING PARTIES at Kolkata in the presence of:

1. 

2. John Sangeet Singha



Mrs. Sharmila Dipika Sen



Ms. Sreelekha Dass

Drafted by:



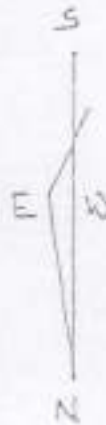
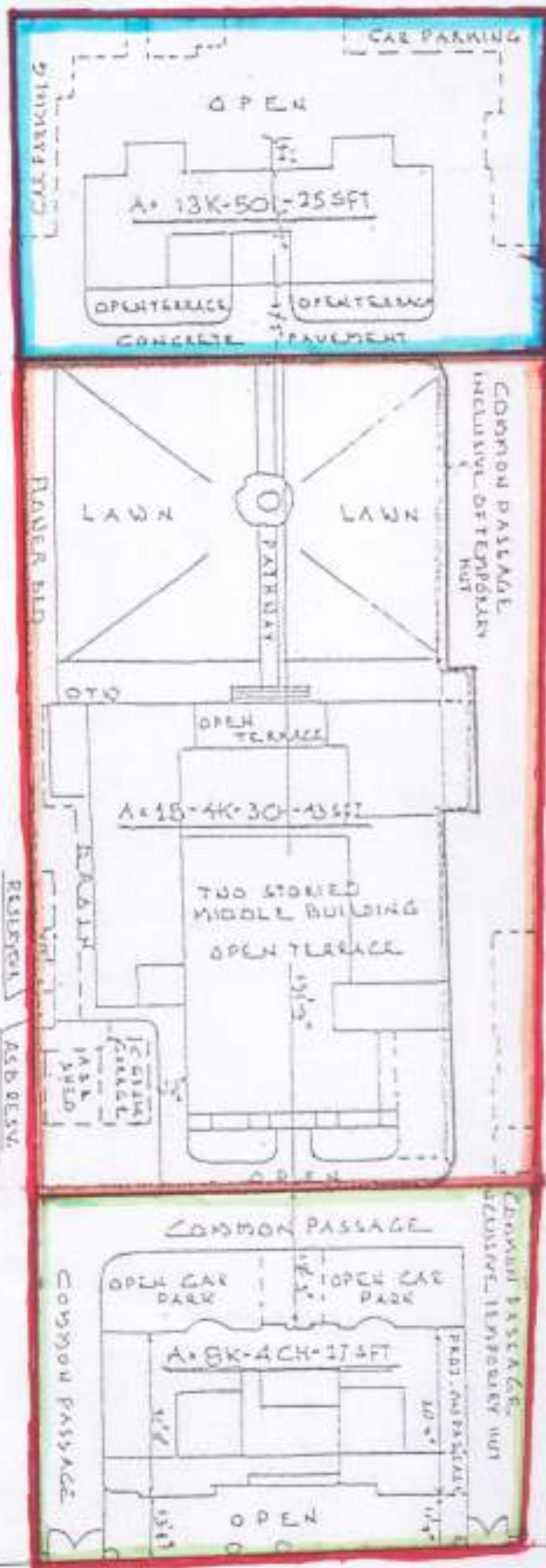
Pulkrit Chandak
Advocate
High Court, Calcutta
En. No.-F/122/630/2020



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ANNEXURE 'A'

PREMISE NO. 44 & 43 SHAKES PEARE SARANI



PREMISE NO. 7, HO-CHI-MINH SARANI

PREMISE NO. 5 & 6 HO-CHI-MINH SARANI

1. Shula Si
2. Karanda Sipika Sin
3. Chaya Darn
4. Sreelekha Doss.

5.
ATK MAJOR DEVELOPERS LLP
Agad tam
Registered Partner

HO-CHI-MINH SARANI

PLAN OF PART OF PREMISES NO. 6, HO-CHI-MINH
KOLKATA-700071



~

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
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SPECIMEN FORM FOR TEN FINGERPRINTS



Chaya Sam

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Anil Ch. De.

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Sharada Dipika Sen

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Snehalata Das.

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



ADDITIONAL REGISTRAR
OF ASSURANCES-HV, KOLKATA
27 AUG 2026

SPECIMEN FORM FOR TEN FINGERPRINTS



Handwritten signature: Abdul Fawaz

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

PHOTO

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

PHOTO

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

PHOTO

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
27 AUG 2026



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



260820252023355222

GRIPS Payment Detail

GRIPS Payment ID:	260820252023355222	Payment Init. Date:	26/08/2025 18:40:07
Total Amount:	1375621	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	5868739617956	BRN Date:	26/08/2025 18:40:16
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Ms A T K MANOR DEVELOPERS LLP
Mobile: 8017171857

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192025260233552238	Directorate of Registration & Stamp Revenue	1375621
Total			1375621

IN WORDS: THIRTEEN LAKH SEVENTY FIVE THOUSAND SIX HUNDRED TWENTY ONE ONLY.

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





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



192025260233552238

GRN Details

GRN:	192025260233552238	Payment Mode:	SBI Epay
GRN Date:	26/08/2025 18:40:07	Bank/Gateway:	SBIePay Payment Gateway
BRN :	5868739617956	BRN Date:	26/08/2025 18:40:16
Gateway Ref ID:	252383799659	Method:	HDFC Bank - Retail NB
GRIPS Payment ID:	260820252023355222	Payment Init. Date:	26/08/2025 18:40:07
Payment Status:	Successful	Payment Ref. No:	2002437364/2/2025
[Query Nil*/Query Yes]			

Depositor Details

Depositor's Name:	Ms A T K MANOR DEVELOPERS LLP
Address:	63,RAFI AHMED KIDWAI ROAD,KOLKATA - 700016.
Mobile:	8017171857
Email:	OFFICE.WOODWINDS@GMAIL.COM
Period From (dd/mm/yyyy):	26/08/2025
Period To (dd/mm/yyyy):	26/08/2025
Payment Ref ID:	2002437364/2/2025
Dept Ref ID/DRN:	2002437364/2/2025

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002437364/2/2025	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2002437364/2/2025	Property Registration- Registration Fees	0030-03-104-001-16	1300600
Total				1375621

IN WORDS: THIRTEEN LAKH SEVENTY FIVE THOUSAND SIX HUNDRED TWENTY ONE ONLY.

Major Information of the Deed

Deed No :	I-1904-12914/2025	Date of Registration	27/08/2025
Query No / Year	1904-2002437364/2025	Office where deed is registered	
Query Date	26/08/2025 1:41:39 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	RANJAN ROUT Thana : Bhawanipore, District : South 24-Parganas, WEST BENGAL, PIN - 700029, Mobile No. : 9511211510, 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 : 13,00,00,000/-]		
Set Forth value	Market Value		
	Rs. 47,64,03,959/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,121/- (Article:48(g))	Rs. 13,00,604/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip,(Urban area)		

Land Details :

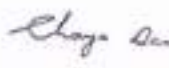
District: Kolkata, P.S:- Shakespeare Sarani, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Ho - Chi - Minh Sarani(Harrington Street), Road Zone : (On Road -- On Road) , , Premises No: 6, , Ward No: 063, Holding No:16
Pin Code : 700071

Sch No	Plot Number	Khatian Number	Land Proposed	Use RQR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		2 Bigha 14 Katha 15 Chatak 10 Sq Ft		45,33,48,959/-	Property is on Road
Grand Total :					90.6698Dec	0 /-	4533,48,959 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	30740 Sq Ft.	0/-	2,30,55,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 30740 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		30740 sq ft	0 /-	230,55,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	CHAYA DASS Wife of Late Sailendranath Dass Executed by: Self, Date of Execution: 27/08/2025 , Admitted by: Self, Date of Admission: 27/08/2025 ,Place : Office		 Captured	
	27/08/2025	LRI	27/08/2025	27/08/2025
6,ho Chi Minh Sarani, City:- , P.O:- Middleton Row, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: IndiaDate of Birth:XX-XX-1XX5 , PAN No.: ACxxxxxx1H, Aadhaar No: 23xxxxxxxx5666, Status :Individual, Executed by: Self, Date of Execution: 27/08/2025 , Admitted by: Self, Date of Admission: 27/08/2025 ,Place : Office				
2	Name	Photo	Finger Print	Signature
	SHEILA DE Wife of Late Dr Gopal Chandra De Executed by: Self, Date of Execution: 27/08/2025 , Admitted by: Self, Date of Admission: 27/08/2025 ,Place : Office		 Captured	
	27/08/2025	LRI	27/08/2025	27/08/2025
6,ho Chi Minh Sarani, City:- , P.O:- Middleton Tow, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: IndiaDate of Birth:XX-XX-1XX8 , PAN No.: acxxxxxx1g, Aadhaar No: 67xxxxxxxx9282, Status :Individual, Executed by: Self, Date of Execution: 27/08/2025 , Admitted by: Self, Date of Admission: 27/08/2025 ,Place : Office				
3	Name	Photo	Finger Print	Signature
	SHARMILA DIPIKA SEN Daughter of Mrs Sheila De (Mother) Executed by: Self, Date of Execution: 27/08/2025 , Admitted by: Self, Date of Admission: 27/08/2025 ,Place : Office		 Captured	
	27/08/2025	LRI	27/08/2025	27/08/2025
6, Ho Chi Minh Sarani, City:- , P.O:- Middleton Row, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: IndiaDate of Birth:XX-XX-1XX8 , PAN No.: CAxxxxxx1B, Aadhaar No: 90xxxxxxxx8592, Status :Confirming Party, Executed by: Self, Date of Execution: 27/08/2025 , Admitted by: Self, Date of Admission: 27/08/2025 ,Place : Office				

4	Name	Photo	Finger Print	Signature
	SREELEKHA DASS Daughter of Mrs Chaya Dass(Mother) Executed by: Self, Date of Execution: 27/08/2025 , Admitted by: Self, Date of Admission: 27/08/2025 ,Place : Office	 27/08/2025	 LTI 27/08/2025	 27/08/2025
6, Ho Chi Minh Sarani, City:- , P.O:- Middleton Row, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, Date of Birth:XX-XX-1XX5 , PAN No.:: ACxxxxxx0G, Aadhaar No: 25xxxxxxxxx2142, Status :Confirming Party, Executed by: Self, Date of Execution: 27/08/2025 , Admitted by: Self, Date of Admission: 27/08/2025 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	ATK MANOR DEVELOPERS LLP 63, Rafi Ahmed Kidwai Road, City:- , P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016 Date of Incorporation:XX-XX-2XX8 , PAN No.:: ABxxxxxx8L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr AZAD TANVEER KALIM (Presentant) Son of Late Mohammad Kalimuddin Date of Execution - 27/08/2025, , Admitted by: Self, Date of Admission: 27/08/2025, Place of Admission of Execution: Office	 Aug 27 2025 3:30PM	 Captured LTI 27/08/2025	 27/08/2025
61, Ripon Street, City:- , P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX0 , PAN No.:: ALxxxxxx1J, Aadhaar No: 21xxxxxxxxx7829 Status : Representative; Representative of : ATK MANOR DEVELOPERS LLP (as PARTNER)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr PRAVAKAR DAS Son of Mr Sankar Das 85a Sarat Bose Road, City:- , P.O:- Sarat Bose Road, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700026	 27/08/2025	 LTI 27/08/2025	 27/08/2025

Identifier Of CHAYA DASS, SHEILA DE, SHARMILA DIPIKA SEN, SREELEKHA DASS, Mr AZAD TANVEER KALIM

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	CHAYA DASS	ATK MANOR DEVELOPERS LLP-45.3349 Dec
2	SHEILA DE	ATK MANOR DEVELOPERS LLP-45.3349 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	CHAYA DASS	ATK MANOR DEVELOPERS LLP-15370.00000000 Sq Ft
2	SHEILA DE	ATK MANOR DEVELOPERS LLP-15370.00000000 Sq Ft

Endorsement For Deed Number : I - 190412914 / 2025

On 27-08-2025

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

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

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

Presented for registration at 13:15 hrs on 27-08-2025, at the Office of the A.R.A. - IV KOLKATA by Mr AZAD TANVEER KALIM .

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 47,64,03,959/-

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

Execution is admitted on 27/08/2025 by 1. CHAYA DASS, Wife of Late Sailendranath Dass, 6,ho Chi Minh Sarani, P.O: Middleton Row, Thana: Shakespeare Sarani, Kolkata, WEST BENGAL, India, PIN - 700071, by caste Hindu, by Profession Others, 2. SHEILA DE, Wife of Late Dr Gopal Chandra De, 6,ho Chi Minh Sarani, P.O: Middleton Row, Thana: Shakespeare Sarani, Kolkata, WEST BENGAL, India, PIN - 700071, by caste Hindu, by Profession Others, 3. SHARMILA DIPIKA SEN, Daughter of Mrs Sheila De, 6, Ho Chi Minh Sarani, P.O: Middleton Row, Thana: Shakespeare Sarani, Kolkata, WEST BENGAL, India, PIN - 700071, by caste Hindu, by Profession Others, 4. SREELEKHA DASS, Daughter of Mrs Chaya Dass, 6, Ho Chi Minh Sarani, P.O: Middleton Row, Thana: Shakespeare Sarani, Kolkata, WEST BENGAL, India, PIN - 700071, by caste Hindu, by Profession Others

Identified by Mr PRAVAKAR DAS, . Son of Mr Sankar Das, 85a Sarat Bose Road, P.O: Sarat Bose Road, Thana: Bhawanipore, South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by profession Service

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

Execution is admitted on 27-08-2025 by Mr AZAD TANVEER KALIM, PARTNER, ATK MANOR DEVELOPERS LLP, 63, Rafi Ahmed Kidwai Road, City:-, P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016

Identified by Mr PRAVAKAR DAS, . Son of Mr Sankar Das, 85a Sarat Bose Road, P.O: Sarat Bose Road, Thana: Bhawanipore, South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 13,00,604.00/- (B = Rs 13,00,000.00/- ,E = Rs 600.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by , by Cash Rs 4.00/-, by online = Rs 13,00,600/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/08/2025 6:40PM with Govt. Ref. No: 192025260233552238 on 26-08-2025, Amount Rs: 13,00,600/-, Bank: SBI EPay (SBIEPay), Ref. No. 5868739617956 on 26-08-2025, Head of Account 0030-03-104-001-16

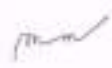
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by , by Stamp Rs 100,00/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 27584, Amount: Rs.100.00/-, Date of Purchase: 23/07/2025, Vendor name: S Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/08/2025 6:40PM with Govt. Ref. No: 192025260233552238 on 26-08-2025, Amount Rs: 75,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 5868739617956 on 26-08-2025, Head of Account 0030-02-103-003-02


Mohul Mukhopadhyay

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2025, Page from 565852 to 565907
being No 190412914 for the year 2025.



[Handwritten signature]

Digitally signed by MOHUL MUKHOPADHYAY
Date: 2025.09.02 15:42:45 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 02/09/2025
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.