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

Additional Registrar of Assurances-IV, Kolkata

Additional Registrar of Assurances-IV, Kolkata

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3 MAR 2023

**THIS AGREEMENT** made this 1st day of March 2023  
**BETWEEN SMT. PARAMITA BASU**, PAN ADUPB4098A, AADHAAR  
NO.891017262312, wife of Late Tarun Chandra Basu, an Indian  
national, by faith - Hindu, by occupation - Housewife, residing at

832 26/3/23  
J(1)- 200  
J(2)- 300  
Total 500  
Received at  
ARA-IV  
Kolkata

Pratibha Hazra  
Constituted Attorney of  
Paramita Basu

GROUND 2 SKYE SOLUTIONS LLP  
Managing Partner  
Pratibha Hazra

68477

DATE 02 JAN 2023

SOLD TO.....

VICTOR MOSES & CO.

ADDRESS.....

Solicitors & Advocates

RS.....

6, Old Post Office Street

KOLKATA-700 001

CODE NO. (1067)  
LICENCED NO.  
70 & 29A / 1973

ANJUSHREE BANERJEE  
L. S. VENDOR (S)  
HIGH COURT, KOLKATA

02 JAN 2023

*Dipankar Bhattacharya*



1747

*Dipankar Bhattacharya*



1748

*Paramita Basu*



1749

*Supt. Kumar Sen*



ADDITIONAL REGISTRAR  
OF ASSURANCES - IV, KOLKATA  
- 1 MAR 2023

*Dipankar Bhattacharya*  
Constituted Attorney of  
Paramita Basu

GROUND 2 SKYE SOLUTIONS LLP

Managing Partner



Government of West Bengal  
GRIPS 2.0 Acknowledgement Receipt  
Payment Summary



280220232031507669

GRIPS Payment Detail

GRIPS Payment ID: 280220232031507669 Payment Init. Date: 28/02/2023 16:02:15  
Total Amount: 50042 No of GRN: 1  
Bank/Gateway: SBI EPay Payment Mode: SBI Epay  
BRN: 7000016415715 BRN Date: 28/02/2023 16:08:46  
Payment Status: Successful Payment Init. From: Department Portal

Depositor Details

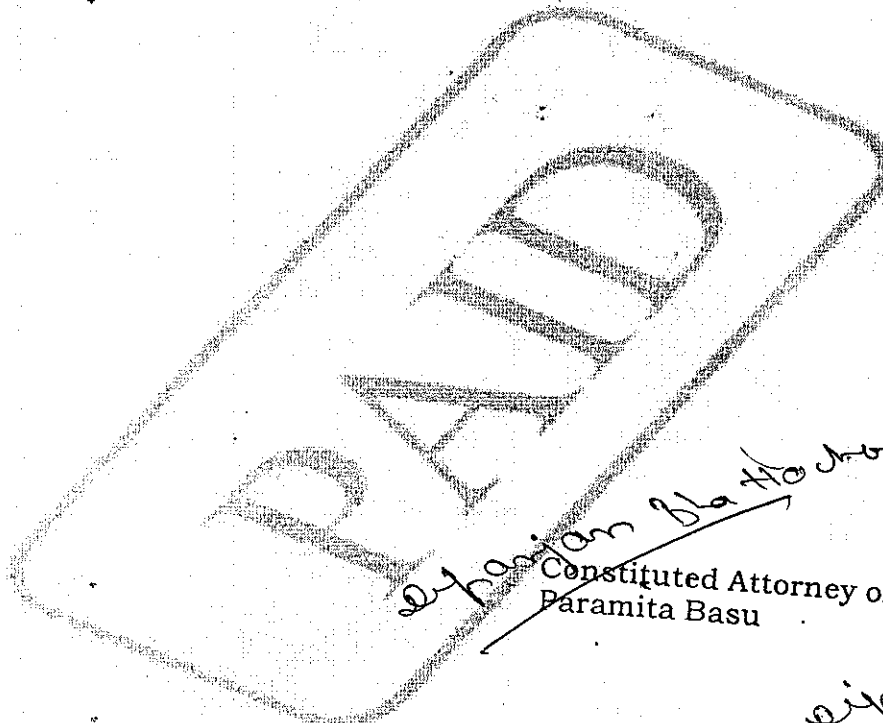
Depositor's Name: Mr DIPANJAN BHATTACHARJEE  
Mobile: 9830123540

Payment (GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192022230315076708	Directorate of Registration & Stamp Revenue	50042
Total			50042

IN WORDS: FIFTY THOUSAND FORTY TWO ONLY.

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



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Constituted Attorney of  
Paramita Basu

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GRIPS Payment ID 280220232031507669 :: eChallan generated at: 28/02/2023 16:10:29

Page 1 of 2



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



19202230315076708

GRN Details

GRN: 19202230315076708 Payment Mode: SBI Epay  
GRN Date: 28/02/2023 16:02:15 Bank/Gateway: SBIEpay Payment Gateway  
BRN: 7000016415715 BRN Date: 28/02/2023 16:08:46  
Gateway Ref ID: 202305959594817 Method: State Bank of India New PG CC  
GRIPS Payment ID: 280220232031507669 Payment Init. Date: 28/02/2023 16:02:15  
Payment Status: Successful Payment Ref. No: 2000505307/2/2023  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: Mr DIPANJAN BHATTACHARJEE  
Address: 84, B.T. ROAD, KOLKATA- 700090  
Mobile: 9830123540  
Email: dipanjan@g2sinfraa.com  
Period From (dd/mm/yyyy): 28/02/2023  
Period To (dd/mm/yyyy): 28/02/2023  
Payment Ref ID: 2000505307/2/2023  
Dept Ref ID/DRN: 2000505307/2/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000505307/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	40021
2	2000505307/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	10021
Total				50042

IN WORDS: FIFTY THOUSAND FORTY TWO ONLY.

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Constituted Attorney of  
Paramita Basu

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*Dipanjana Bhattacharjee*  
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GRIPS Payment ID- 280220232031507669 : eChallan generated at: 28/02/2023 16:10:20

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Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - IV KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19042000505307/2023

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mrs.PARAMITA BASU 17,PANDITIA PLACE, City:- Not Specified, P.O:- LAKE, P.S:-Lake, District:-South 24- Parganas, West Bengal, India, PIN:- 700029	Land Lord		1748 	Paramita Basu 01/03/23
2	Mr DIPANJAN BHATTACHARJEE 84,B.T.ROAD, City:- Not Specified, P.O:- BARANAGAR, P.S:- Baranagar, District:- North 24:Parganas, West Bengal, India, PIN:- 700090	Representative of Developer [GROUND 2 SKYE SOLUTIONS LLP]		1747 	Dipanjan Bhattacharjee 01/03/2023
Sl No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr.SUJIT KUMAR ROY Son of Late M M ROY 6, OLD POST OFFICE STREET, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001	Mrs PARAMITA BASU, Mr DIPANJAN BHATTACHARJEE		1749 	Sujit Kumar Roy 01/03/2023

Query No:-19042000505307/2023, 01/03/2023 01:02:19 PM KOLKATA (A.R.A. - IV)

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Paramita Basu

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GROUND 2 SKYE SOLUTIONS LLP  
Managing Partner

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

*Dipankar Bhattacharya*  
Constituted Attorney of  
Paramita Basu

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*Dipankar Bhattacharya*  
Managing Partner

Query No:-19042000505307/2023, 01/03/2023 01:02:19 PM KOLKATA (A.R.A. - IV)

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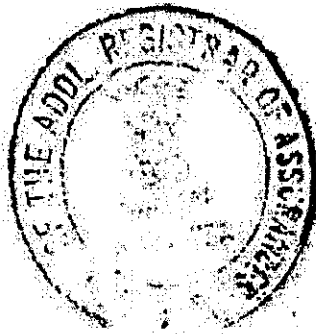
Municipal Premises No.17, Panditia Place, Police Station - Rabindra Sarobor, Kolkata - 700 029, hereinafter referred to as the **OWNER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **ONE PART** and **Ground 2 Skye Solutions LLP.**, (having PAN **AASFG3462C**), of 1/425, Gariahat Road, 7<sup>th</sup> Floor, P.O. Jodhpur Park, P.S. Lake, Kolkata-700 068, represented by its partner Dipanjan Bhattacharjee, (having PAN **AIKPB3840P**, **AADHAAR NO.2216 9472 5857**), son of Late Lokenath Bhattacharjee, by faith Hindu, by occupation Business, by Nationality Indian, residing at 84, B.T. Road, P.O. & P.S. Baranagar, Kolkata-700 090, hereinafter referred to as the **PROMOTER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office and/or assigns) of the **OTHER PART**;

**WHEREAS:**

a) By virtue of two separate Deeds of conveyances, details of which are given below, one Paramita Basu, the Owner herein, became seized and possessed of and or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land containing an area of 3 Cottahs 12 Chittaks 14 Sq.ft. be the same a little more or less along with a two storied residential building thereon comprised in Division-VI, Sub-Division-P, part of Holding No.251, lying situate at Premises No.17, Panditia Place, Police Station - Rabindra Sarobor (formerly Lake), Kolkata - 700 029, District Registration Office-Alipore, District 24 Parganas (hereinafter referred to as the 'Said Premises').

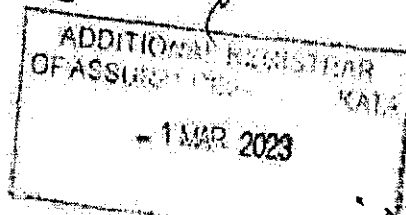
*Dipanjan Bhattacharjee*  
Constituted Attorney of  
Paramita Basu

GROUND 2 SKYE SOLUTIONS LLP  
*Dipanjan Bhattacharjee*  
Managing Partner



*Diparijan Bhattacharya*

Constituted Attorney of  
Paramita Basu



GROUND 2 SKYE SOLUTIONS LLP

*Diparijan Bhattacharya*

Managing Partner

Date	Parties	Registration Details	Property Details
8.6.1974	<b>Vendor:</b> Kamala Bala Bose. <b>Purchaser:</b> Paramita Basu	Registrar of Assurances, Calcutta, recorded in Book No.I, Volume No.121, Pages 283 to 291, Being No.3344, for the year 1974	Undivided $\frac{1}{2}$ share in the Said Premises.
11.6.1974	<b>Vendor:</b> Dwijendra Lal Sen. <b>Purchaser:</b> Paramita Basu	Registrar of Assurances, Calcutta, recorded in Book No.I, Volume No.151, Pages 107 to 117, Being No.3386, for the year 1974	Remaining undivided $\frac{1}{2}$ share in the Said Premises.

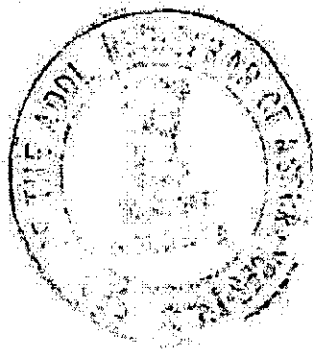
b) The said Paramita Basu, the Owner herein applied for and obtained a sanctioned building plan vide sanction No. 58(VI), dated 02.05.1975 from the then Calcutta Municipal Corporation now Kolkata Municipal Corporation (KMC) and constructed a residential building at the said premises at her own cost and expenses.

c) Now the Owner herein with the intention to develop the Said Premises has approached one **Ground 2 Skye Solutions LLP**, the Promoter herein. The Promoter has also agreed to develop the Said Premises upon demolishing existing structure thereon and constructing a multi storied building thereat containing several independent residential apartments and car parking spaces.

*Diparjan Bhattacharya*  
Constituted Attorney of  
Paramita Basu

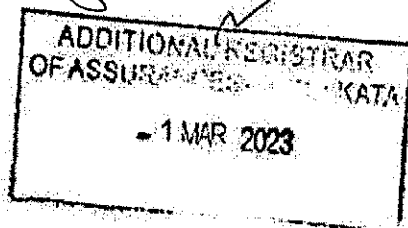
*Diparjan Bhattacharya*  
GROUND 2 SKYE SOLUTIONS-LLP

Managing Partner



*Diparjan Bhattacharjee*

Constituted Attorney of  
Paramita Basu



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*Diparjan Bhattacharjee*  
Managing Partner

d) The Owner and the Promoter have negotiated and agreed to record the terms and conditions as mutually agreed upon as per Term Sheet dated 8<sup>th</sup> December 2022 (said Term Sheet). Parties have also agreed that all the terms and conditions of the Term Sheet shall be binding upon the parties.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

**1. DEFINITIONS:**

Unless in this agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings:-

**ARCHITECT** – shall mean 'Architectonic Services', an architectural partnership firm represented by one of its partners Aditya Goswami.

**ASSOCIATION** – shall mean registered Association under the West Bengal Apartment Ownership Act, 1972 as may be formed by the Promoter or any other similar Act applicable thereto for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Promoter not inconsistent with the provisions and covenants herein contained.

**ALLOTTEE** – shall mean the person to whom an unit has been allotted, sold or otherwise transferred by the Promoter from Promoter's allocation and includes a person who subsequently acquires such allotment through sale, transfer or otherwise.

**BUILDING COMPLEX** – shall mean and include G+3 storied residential building consisting of self contained Flats, parking spaces as per the plan to be sanctioned by Kolkata Municipal corporation

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Paramita Basu

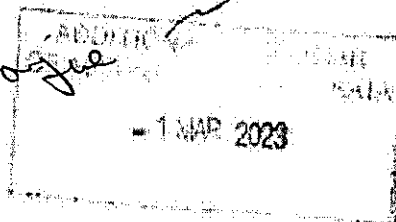
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*Diparjan Bhattacharya*  
Managing Partner



*Diparjan Bhattacharya*

Constituted Attorney of  
Paramita Basu



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*Diparjan Bhattacharya*  
Managing Partner

and/or to be approved by the competent authority as per Municipal Laws and the Building Rules plus additional one floor to be constructed upon completion of construction of G+3 storied building at the Said Premises.

**CARPET AREA** - shall according to its context mean the net usable floor area of a unit excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah or open terrace area, but including the area covered by the internal partition walls of the unit.

**COMMON AREAS, FACILITIES AND AMENITIES** - shall mean and include the entire Project land of the Premises, lifts, lift lobbies, fire escapes, staircase, entrances and exits of the building corridors, hallways, stairways, internal and external passages, passage-ways, basement, terraces, pump house, overhead water tanks, reservoirs water pumps and motors, open parking areas drive-ways, common lavatories, common storage spaces, electricity installation rooms, gas bank, and other spaces to be reserved by the Promoter and the Owner, overhead water tanks, water pumps and motors, drive-ways, common lavatories, Generator and generator room, transformer, Generator, the portions for lodging of persons employed for the management of the project including accommodation for the staffs or for lodging of the service personnel, all other portion of the project necessary for maintenance, safety etc and in common use, other facilities, more fully and particularly described in the **Part-I of the Third Schedule** hereunder written which may be provided by Promoter and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Project as would be decided by Promoter after sanction of plan.

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Managing Partner

**COMMON EXPENSES** - shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and amenities and for rendition of services in common to the transferees and all other expenses for the Common Purpose including those as may be decided by the Promoter after sanction of plan to be contributed, borne, paid and shared by the transferees. The charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge.

**COMMON PURPOSES** - shall mean and include the purpose of managing, maintaining and up keeping the Project as a whole in particular the Common Areas, Facilities and amenities, rendition of common services in common to the transferees and/or the occupants in any other capacity, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.

**COMPLETION CERTIFICATE** - shall mean the completion certificate and such other certificate by whatever name called issued by the competent authority certifying that the real estate project has been developed in accordance with the sanctioned plan, lay out plan and specifications as approved by the competent authority under the local law.

**DATE OF COMMENCEMENT** - This Agreement shall be deemed to have commenced on and with effect from execution of these presents.

*Debjani Blatto Chaji*  
 Constituted Attorney of  
 Paramita Basu

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*Debjani Blatto Chaji*  
 Managing Partner

**MAINTENANCE-IN-CHARGE** – shall mean the Association after it is formed or any agency or person to be appointed by the Promoter till the formation of such body and handing over charge of the Complex by the Promoter to such body for the common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Promoter not inconsistent with the provisions and covenants herein contained.

**MARKETING** – shall mean marketing, selling, leasing, letting out or otherwise dealing with Promoter's allocation in the New Building to any transferee as the case may be for owning or occupying any flat, unit, apartment and/or constructed space by the Promoter through their marketing agency.

**MARKETING AGENCY** – shall mean any agency as may be appointed by the Promoter for sale or marketing of the Units

**MARKETING EXPENSES** – shall mean all expenses relating to or in connection with marketing of the units in the building Complex, such as, fees or brokerage of Marketing Agent.

**OCCUPANCY CERTIFICATE** – shall mean the occupancy certificate or such other certificate by whatever name called, issued by the competent authority permitting occupation of any building as provided under local laws, which has provision for civic infrastructure such as water, sanitation, electricity etc.

**OWNER'S ALLOCATION** – shall mean entire 1<sup>st</sup> floor, entire 2<sup>nd</sup> floor, and demarcated half share in the ground floor including right to park in two adjacent car parking spaces, one in the front and one in the back portion of the ground floor at the said Premises, more fully and particularly described in the sanctioned plan to be obtained, along with undivided proportionate impartible part or share in the land

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*Diparjan Bhattacharya*  
Managing Partner

comprised in the said Premises attributable to the above together with undivided proportionate impartible part or share in all Common Areas, Facilities and Amenities of the Building at the said Premises in addition to it a sum of Rs.20,00,000/-, inclusive of TDS (out of which a sum of Rs.10,00,000/-inclusive of TDS shall be paid at the time of execution of this agreement and remaining Rs.10,00,000/- inclusive of TDS shall be paid within 60 (sixty) days upon obtaining the sanctioned building plan from KMC), which will be treated as part consideration. TDS shall be deposited within due time as per provisions of the Income Tax Act and certificates will be issued to the Owner within 30 days as proof of such submission. Upon obtaining completion certificate from KMC for construction of a ground plus three storied building an additional floor will be constructed thereon by the Promoter herein upon obtaining sanctioned plan thereof. The roof above the top floor shall be shared by the Promoter and Owner in equal share.

**PARKING SPACE** - shall mean all the spaces in the portions on the ground floor, whether open or covered, of the Premises expressed or intended to be reserved for parking of motor cars.

**PLAN** - shall mean the plan to be sanctioned by Kolkata Municipal Corporation together with all modifications and/or alterations thereto from time to time made or to be made by the Promoter in consultation with the Owner and in the name of Owner under advise of the Architect and includes site plan, service plan, parking and circulation plan, Project landscape plan, layout plan and such other plan and also includes structural designs, if applicable, permission such as environment permission and such other permissions which are approved by the competent authority prior to start of the project.

*Sparjan Bhattacharya*  
Constituted Attorney of  
Paramita Basu

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*Sparjan Bhattacharya*  
Managing Partner

**PROMOTER** - shall mean and include **Ground 2 Skye Solutions LLP.**, and its successor or successors in office and/or assigns.

**PROMOTER'S ALLOCATION** - shall mean the remaining portion of the Said Premises, i.e. entire third floor, demarcated  $\frac{1}{2}$  share on the ground floor and roof and car parking spaces except the area of Owner's Allocation along with undivided proportionate impartible part or share in the land attributable to the above and undivided proportionate impartible part or share in all Common Areas, Facilities and Amenities of the Said Building. Upon obtaining completion certificate from KMC for construction of a ground plus three storied building an additional floor will be constructed thereon by the Promoter as per revised sanctioned plan in the name of Owner, which the Promoter shall be exclusively entitled for. Roof above the fourth floor shall be shared by the Promoter and Owner in equal share. The Owner shall provide all assistance to the Promoter and shall sign all necessary documents as may be required in law for construction of an additional floor above the G+3 storied building.

**PROMOTER'S RIGHTS** - shall mean, in addition to or subject to what has been provided for elsewhere in this Agreement, the entire development rights of the Project on the Said Premises and shall include (but not be limited to), *inter alia*, the right, power, entitlement, authority, sanction and permission to:

(a) exercise full, free, uninterrupted, exclusive and irrevocable marketing or sale rights in respect of the proportionate Promoter's saleable areas of the Project by way of sale, or any other manner of transfer or creation of third-party rights therein, have exclusive control with respect to the pricing of the saleable area to be constructed on the Said Project land and enter into agreements with such Purchasers as it deems fit and on such marketing or sale, to

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Constituted Attorney of  
Paramita Basu

*Siparjan Bhattacharya*  
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Managing Partner

receive the full and complete proceeds as per the terms herein and give receipts and hand over Ownership, possession, use or occupation of such saleable area and proportionate undivided interest in the Project land underneath, the saleable areas;

(b) carry out the construction/development of the Project and remain in control of peaceful enjoyment there for any part thereof until the completion of development of the Project and marketing or sale of the proportionate Promoter's saleable area therein and every part thereof;

(c) apply for and obtain from the relevant authorities all Approvals for development and construction of building at the Said Project that are required to be obtained by the Promoter in terms of this Agreement;

(d) appoint, employ or engage architect (Architectonic), surveyors, structural engineer (Sanjeev Parekh), contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled), interior designer or other persons to carry out the development work and to pay the wages, remuneration and salary of such persons;

(e) make payment and or receive the refund of all deposits, or other charges to and from all public or Governmental Authorities or public or private utilities relating to the development of the Said Premises paid by the Promoter;

(f) make applications to the concerned Governmental Authority or semi-governmental authority in respect of, and carry out, all the infrastructure work, including levelling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical transformer and all other common areas and facilities for the proposed building to be constructed at the Premises land as

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may be required by any approval, layout plan, or order of any Governmental Authority or semi-governmental authority and acquire relevant Approvals for obtaining water and electricity connections and Approvals for cement, steel and other building materials, if any as the Promoter deems fit at their expenses.

(g) deal with, appear before and file applications, declarations, certificates and submit/receive information with, as may be required under the Applicable Law, any Governmental Authority in relation to the said Premises necessary for the full, free, uninterrupted and exclusive development of the Said Premises by construction of building complex thereon and the Promoter shall incur all expenses therefor.

(h) carry out and comply with all the conditions contained in the approvals as may be obtained from time to time and shall bear all expenses therefor;

(j) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the marketing, or sale of the saleable area to be constructed at the said Premises as envisaged herein and shall bear all expenses therefor.

(k) manage the Said Project;

(l) take appropriate actions, steps and seek compliances, Approvals and exemptions under the provisions of the Applicable Law,

(m) to do all other acts, deeds and things that may be required for the exercise of the Development Rights;

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Constituted Attorney of  
Paramita Basu

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*Diparjan Bhattacharya*  
Managing Partner

**PROJECT** - shall mean development of a multi storied building consisting of several units and car all easements, rights and appurtenance belonging thereto;

**PROPORTIONATE OR PROPORTIONATELY** - according to the context shall mean the proportion in which the built up area of any Unit or Units may bear to the total built-up area of all the Units in the Building Complex.

**SAID PREMISES** - ALL THAT the Premises No.17, Panditya Place, Kolkata-700 029 containing an area of 3 Cottahs 12 Chittaks 14 Sq.ft. be the same a little more or less along with initially a ground plus three storied building to be constructed thereon. Upon obtaining Completion Certificate from Kolkata Municipal Corporation for construction of Ground plus three storied building, the Promoter shall construct one additional floor thereon and the Owner herein agrees to the same upon sanction thereof given by competent authority.

**SAID SHARE** - shall mean the undivided proportionate indivisible part or share in the land attributable to either party's allocation as in the context would become applicable.

**SPECIFICATION** - shall mean the specification for the Building Complex as mentioned in the **Third Schedule** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect. The Promoter shall provide all specifications for the building complex as mentioned herein as well as in the Term Sheet dated 8<sup>th</sup> December, 2022 at their costs and expenses.

**TITLE DEEDS** - shall mean the documents of title of the Owner in respect of the Said Premises.

*Dipranjan Bhattacharya*  
Constituted Attorney of  
Paramita Basu

*Dipranjan Bhattacharya*  
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**TRANSFER** – with its grammatical variations shall include transfer by possession and by other means adopted for effecting what is understood as a transfer of space in multi-storied building to the transferees thereof as per law.

**UNITS** – shall mean residential Units or apartments consisting of built-up area of 1130 sq.ft. equivalent to super built-up area of 1356 sq.ft. approximately from ground to third floor along with car parking spaces, undivided share in the Premises and Common Areas, Facilities and Amenities thereto.

## 2. INTERPRETATION:

In this agreement save and except as otherwise expressly provided –

- i) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- ii) the division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- iii) when calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- iv) all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.

*Debarjan Bhattacharya*  
Constituted Attorney of  
Paramita Basu

*Debarjan Bhattacharya*  
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Managing Partner

v) the words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or clause thereof.

vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or innovated.

### 3. OWNER'S REPRESENTATIONS:

3.1 The Owner has represented and warranted to the Promoter as follows:-

(a) The Owner is seized and possessed of and are well and sufficiently entitled to All That the Said Premises. No person other than the Owner has any right, title and/or interest, of any nature whatsoever in the aforesaid Premises or any part thereof.

(b) The Owner has marketable title to the Said Premises and the same is free from all encumbrances charges, liens, lispendens, acquisitions, requisitions, attachments, liabilities, trust of whatsoever nature.

(c) Immediately upon obtaining sanctioned building plan for construction of a Ground plus three storied building at the Said Premises, and receiving entire amount of Rs.20 lacs being part consideration for development, the owner shall vacate the Said Premises thereby allowing the Promoter to execute the Said Project. The Promoter shall arrange for an alternative nearby temporary minimum 3 BHK accommodation having basic amenities and facilities (including geysers, air-conditioners, gas connection, servant quarter, cable TV) thereat for the Owner of her choice, during the construction

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period. The costs and expenses of the temporary residence and allied expenses shall be borne exclusively by the Promoter. The Promoter shall also arrange for transportation, packing, unpacking and installation of required goods and belongings of the Owner at the alternative accommodation of the Owner at their costs and expenses. The Owner will not vacate the Said premises, until accommodation of the choice of the Owner is agreed upon. Immediately upon execution of these presents the Promoter shall initiate selection of an alternative accommodation.

(d) The Owner has not entered into any agreement for sale or transfer or development or any other agreement in respect of the said Premises with any person or persons whatsoever.

(e) The Owner represents that there are no litigations pending in respect of the Said Premises.

(f) The said Premises is not affected by any requisition or acquisition or vesting or alignment or scheme of any authority or authorities under any law and/or otherwise.

(g) No portion of the said Premises is affected by any notice or scheme or alignment of any Local Development Authority or the Government or the Municipal Corporation or any other Public or Statutory Body or Authority.

(h) The Said Premises is not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever or howsoever and there was or is no Certificate case or proceeding against the Owner for realization of the arrears of Income Tax or other taxes or dues or otherwise under the

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

(i) All rates, taxes and impositions in respect of the Said Premises shall be duly paid and discharged by the Owner upto the date of handing over the possession of the Said Premises for the development.

(j) The Owner shall not do nor permit any one to do any act, deed, matter or thing which may affect the development, construction and marketability of the project or which may cause charge, encroachments, litigations, trusts, liens, lispendens, attachments and liabilities on the Said Premises.

(k) There is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the affairs of the Said Premises and there are no facts, which may give rise to any such dispute.

(l) The Owner shall not transfer, alienate, encumber, mortgage, lease, create any charge and/or deal with the Said Premises or part thereof in any manner whatsoever till the completion of the Complex.

(m) The Owner shall provide all assistance and or co-operation to the Promoter, as may be required to obtain necessary financial assistance for the development of the Project, from any bank or financial institution.

#### 4. OWNER'S OBLIGATION:

(a) The Owner shall hand over possession of the said Premises to the promoter only upon receiving the entire sum of Rs.20 Lakhs, availability of Sanction Plan and suitable accommodation being provided by the Promoter.

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(b) The Owner has full power and absolute authority to enter into the instant Development Agreement as also to entrust the Promoter for the development of the "Said Premises".

(c) The Owner undertakes to fully co-operate with the Promoter for obtaining all permissions required for development of the Said Premises by the Promoter.

(d) The Owner shall produce all the title documents in original as and when required to the Promoter, for development of the Said Premises.

**5. PROMOTER'S REPRESENTATION:**

5.1 The Promoter has represented and warranted to the Owner that the Promoter is carrying on business of construction and development of said Project and has sufficient infrastructure and expertise in this field.

5.2 The Promoter shall apply for and take necessary steps for obtaining the sanctioned building plan, within 60 days immediately upon execution of these presents.

5.3 Immediately upon execution of these presents the Promoter shall have the right to enter into the Said Premises and initiate work of soil testing, survey, land measurement, inspection termite treatment at the said Premises on designated days, upon obtaining written consent from the Owner.

5.4 Immediately upon execution of these presents, the Promoter will initiate the process of selecting alternative suitable accommodation for the owner so that the Owner can shift to alternate accommodation

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immediately upon receiving entire sum of Rs.20 lakhs and availability of Sanction plan.

6. **BASIC UNDERSTANDING:**

- 6.1 The Parties have mutually decided the scope of the Project i.e. the development of the land by construction of the G+3 storied building thereon. Upon obtaining completion certificate of the G+3 storied building, the Promoter shall construct an additional floor thereon upon receiving sanction thereof.
- 6.2 Upon development of the Said Building, the saleable spaces therein and all other spaces shall be shared between the Parties in the manner and on the terms and conditions recorded in this Agreement.
- 6.3 The Parties have mutually decided to take up the development of the said Premises by construction of a multi storied building thereon in the manner contained in this Agreement, with the main crux being that development and construction of Building complex at the said Premises shall be made by the Promoter at its own costs and expenses. The Parties hereby accept the Basic Understanding between them as recorded above and all other terms and conditions mentioned in this Agreement. In consideration of Promoter agreeing to pay a sum of Rs.20,00,000/- (Rupees Twenty Lacs only) inclusive of TDS, to the Owner, to construct the Said Building over the Said Premises and to deliver to the Owner the constructed area being Owner's Allocation, the Owner agrees to transfer proportionate undivided share in the Said Land to the Promoter or its nominee or nominees being the Promoter's Allocation in such part or parts as PROMOTER may desire in accordance with law.

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6.4 By virtue of the rights hereby agreed to be granted the Promoter is irrevocably authorized to build upon and exploit the Said Premises by constructing the Project and dealing with the proportionate Promoter's Saleable Spaces therein with corresponding undivided share in the Said Premises and according to the marketing format.

6.5 The said Premises shall be developed and constructed in accordance with the Plan to be sanctioned by the Kolkata Municipal Corporation as a ready-to-use Residential Complex with specified areas, amenities and facilities.

7. **APPOINTMENT AND COMMENCEMENT:**

7.1 The Owner hereby agrees to and do appoint the Promoter to develop the said Premises with exclusive right to develop the said Premises and the Promoter hereby agrees to be so appointed as the Promoter.

7.2 This Agreement shall commence and be deemed to have commenced on and with effect from the date of execution as mentioned above and shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed which shall be no later than 34 months from the date of obtaining the sanction plan and vacant possession of the Said Premises or till this Agreement is terminated in the manner stated in this Agreement.

8. **HANDING OVER POSSESSION:**

Immediately upon obtaining sanctioned plan from the Kolkata Municipal Corporation and intimation of the same to the Owner, peaceful vacant possession of the Said Premises shall be handed over

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in favour of the Promoter and not beyond a period of seven days thereof provided alternative accommodation of Owner's choice is given by Promoter and the entire sum of Rs.20 Lakhs is paid and all goods, furniture and belongings are packed and removed from the premises and unpacked, arranged and installed at the alternative accommodation through reputed packers and movers/transporters at the cost of the Promoter.

9. **AUTHORITY TO ENTER:**

Simultaneously with the execution of these presents, the Promoter shall be allowed by the Owner to have full and free access to the Said Premises as a licensee for soil treatment, land measurement and termite treatment and upon obtaining sanctioned building plan and payment of Rs.20,00,000/-(inclusive of TDS) to the Owner, the Promoter shall have the license to develop the Said Premises and such license shall not be deemed to be a transfer under the Income tax Act or possession under Section 53A of Transfer of Premises Act, 1882.

10. **STEPS FOR DEVELOPMENT OF THE SAID PREMISES:**

10.1 Immediately upon execution of these presents and not beyond a period of 60 days the Promoter shall apply for the sanctioned building plan before the Kolkata Municipal Corporation. Upon application for the sanctioned building plan and not beyond a period of 4 months thereof, the Promoter shall obtain the sanctioned building plan, in the name of the Owner, from the Kolkata Municipal Corporation. The Promoter shall also obtain necessary approvals from all concerned authorities, to initiate the development work in accordance with the sanctioned plan, lay out plans and specifications, as may be approved, by the competent authorities.

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10.2 The Owner shall sign and execute all papers, documents, plans, declarations, affidavits and other documentations whatever required for sanction and or any revision of the sanctioned plan in name of owner as and when required by the Promoter and permissible in law without any objection of whatsoever nature and within 7 days of the request being made along with the documents being made available to the Owner. The Owner shall also sign all documents as may be required for sanction of additional plan for fourth floor of the building in name of Owner upon completion of G+3 storied building thereon.

10.2.1 The Promoter on behalf of the Owner shall initiate Development work within 30 days upon receiving sanctioned plan from KMC.

10.3 The development rights granted herein includes the exclusive right, authority and authorization to the Promoter to:

- a. appoint contractors, sub-contractors, agents, engineers, labours, caretakers, guards and other staffs and employees and at such remuneration and on such terms and conditions as may be deemed necessary by the Promoter
- b. enter into agreements for implementing the development and making available the various facilities;
- c. establish, provide or procure, install, construct, as the context admits or requires, and operate the facilities;
- d. decide design, shape, construction quality of the proposed Project.
- e. take decision regarding settling the sale price of the proportionate Promoter's saleable space.

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f. carry out such other activities incidental to the foregoing or proper or desirable for the safe, efficient and economic implementation and operations of the proposed development.

10.4 It is however made clear that in carrying out any of the activities mentioned hereinabove or in exercising any of the rights conferred upon the Promoter herein, the Promoter shall not fasten any liability on the Owner and shall keep the Owner safe, harmless and indemnified.

10.5 The Promoter will demolish the existing structures, on the Said Premises and shall initiate construction of the said Project.

10.6 The Owner shall upon fulfillment of their obligations grant to the Promoter and/or nominees a General Power of Attorney simultaneously with the execution of this Agreement. The Power of Attorney will be coextensive with the Development agreement.

10.7 While exercising powers and authorities under the Powers or Powers of Attorney to be granted by the Owner in terms hereof, the Promoter shall do act, deed, matter or thing in terms of the Development agreement. The said Power of Attorney shall be specific and valid for the purposes that would be given and shall not be revoked during the subsistence of this agreement but will automatically lapse with termination of Development agreement.

10.8 Taking into account the aesthetics of the Said Premises, the Promoter shall make its best efforts to consume and exploit the maximum permissible FAR available for the Said Premises.

**11. CONSTRUCTION AND COMMERCIAL EXPLOITATION OF THE BUILDING COMPLEX:**

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11.1 The Promoter shall, at its own costs and expenses and without creating any financial or other liability (save and except agreed hereunder) on the Owners construct, erect and complete the Said project in pursuant to the plans to be sanctioned by sanctioning authorities and as per the specifications mentioned in the **Schedule** hereunder and/or as be recommended by the Architects from time to time (collectively **Specifications, more fully described in the Second Schedule hereunder written**).

11.2 Upon obtaining sanctioned building plan from Kolkata Municipal Corporation by the Promoter, the Promoter shall obtain vacant possession of the Premises. Upon obtaining sanctioned building plan and vacant possession of the Said Premises, the Promoter shall complete construction of the G+3 storied building within a period of 34 months there from with a grace period of 6 months, both subject to force majeure. Immediately after completion of the Project the Promoter shall obtain a completion certificate or occupancy certificate as may be applicable and hand over the same to the Owner. Upon obtaining completion certificate for the G+3 storied building the Promoter shall construct an additional floor thereon.

11.3 The decision of the Architects, appointed by the Promoter regarding measurement of area constructed and all aspects of construction including the quality of materials as per specifications shall be final and binding on the Parties.

11.4 The Promoter shall at its own costs complete install and erect in the building complex the common areas, amenities and facilities such as stairways, lifts, escalators, generators, fire fighting apparatus, passages, driveways, common lavatory, electric meter room, pump room, reservoir, water pump and motor, water connection, drainage

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connection, sewerage connection and other facilities required for establishment, enjoyment, maintenance and management of the Project and all other necessary amenities.

11.5 The Promoter shall be authorized in the names of the Owner to apply for and obtain temporary connections of water, electricity, drainage and sewerage.

11.6 The Promoter is hereby authorized in the name of the Owner to apply for and obtain quotes, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owner required for the construction of the building complex but in no circumstances the Owner shall be responsible for the price/value, storage and quality of the building materials.

11.7 All tax liabilities in relation to construction and development of the Said Premises and more particularly GST shall be proportionately paid by Promoter to the transferees and the Owner shall have no liability for the same.

## 12. POWERS AND AUTHORITIES:

12.1 To enable the Promoter to specifically perform its obligations arising out of this Agreement, the Owner hereby nominates, constitutes and appoint the Promoter or the persons nominated by the Promoter to be the true and lawful attorney of the Owner, to do, execute and perform all or any of the following acts, deeds, matters and things with respect to the Said Project keeping the Owners informed in writing as far as practicable:

(a) To obtain permission or approval from the Planning Authorities and other authorities as may be required for the development and

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construction of the Said Premises in accordance with this Agreement and for that purpose to sign such applications, papers, writings, undertakings, appeals, etc., as may be required.

- (b) To appoint architects, contractors, sub-contractors, consultants, and surveyors as may be required and to supervise the development and construction work of the building on the Said Project land.
- (c) To apply for and obtain sanctioned Building Plan in the name of the Owner, to modify the same and to apply for and obtain additional plan thereof.
- (d) To approach the concerned authorities for the purpose of obtaining permissions and service connections including water, sewerage and electricity for carrying out and completing the development of the Said Premises.
- (e) To make deposits with the Planning Authorities and other authorities for the purpose of carrying out the development work and construction of the said Premises and to claim refunds of such deposits and to give valid and effectual receipt and discharge on behalf of the Owner in connection therewith.
- (f) After completion of the construction of the Said Premises, to apply for and obtain occupation and completion certificate in respect thereof or parts thereof from the Planning Authorities.
- (g) To negotiate for sale, enter into agreement for sale booking and sale of all units in Promoter's allocation with the intending Allottees and to enter into sale/ lease agreement with the intending allottees in respect of Developer's allocation at the Said Premises.

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(h) To do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained, as fully and effectually as the Owner could do in person.

12.2 The Owner hereby ratifies and confirms, and agrees to ratify and confirm all acts, deeds and things lawfully done in the interest of the completion of the Project by the Promoter and persons nominated by the Promoter in pursuance of the powers and authorities granted as aforesaid.

12.3 Upon termination of the Development agreement or if the Development agreement becomes ineffective for any reason, the Power of Attorney shall stand automatically cancelled. By virtue of the Power of Attorney the Promoter will not acquire any right, title or interest in connection of the Said Premises.

### 13. NON-REFUNDABLE CONSIDERATION:

13.1 Simultaneously with the execution of these presents the Promoter has paid and/or deposited with the Owners, a sum of Rs.10,00,000/- (Rupees Ten Lacs only) inclusive of TDS. Immediately upon obtaining the sanctioned building plan and not beyond a period of 60 days, balance amount of Rs.10,00,000/- (Rupees Ten Lacs only) inclusive of TDS shall be paid by the Promoter in favour of the Owner. Entire sum of Rs.20,00,000/- inclusive of TDS shall be treated as part consideration in respect of the said Development agreement. TDS shall be deposited within due time as per provisions of the Income Tax Act and certificates will be issued to the Owner within 30 days as proof of such submission.

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14. **DEALING WITH SPACES IN THE NEW BUILDING:**

14.1 The parties shall be free to deal with their respective allocations in such manner as they may deem fit and proper. For the said purpose the parties shall be entitled to enter into agreements with the allottees on such terms and conditions as they may deem fit and proper.

14.2 All agreements for sale and Conveyances of the Promoter's Allocation shall be signed by the Promoter who has been so authorized by the Owner to do so and the Owner shall be also a party thereto.

14.3 The parties shall be free to rent out unsold portions from their respective allocations in such manner as they may deem fit and proper upon occupancy certificate being given by competent authority and neither party shall have any objection in that regard.

15. **MUNICIPAL TAXES AND OUTGOINGS:**

15.1 All Municipal rates, taxes and outgoings on the said Premises relating to the period prior to the date of sanction of the building plan shall be borne, paid and discharged by the Owner and such dues shall be borne and paid by the Owner as and when called upon by the Promoter.

15.2 From the date of sanction of the building plan or the date of commencement of the foundation work of the said project the Promoter shall pay the Premises taxes as also other outgoings in respect of the said Premises or so much thereof which would be under construction till such time the said Premises is ready for occupation, after which, the Parties and/or their respective transferees or

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nominees shall become liable and responsible for payment of Premises taxes and all other outgoings (collectively Rates) in the ratio of their respective allocations.

**16. TAXES:**

16.1 The Promoter shall be liable to pay, satisfy and discharge all the tax liabilities and sanction fee in relation to construction, execution and development of the said premises including those on account of GST.

16.2 The Promoter is entitled to receive the Goods and Service Tax which will be paid by the transferee/purchaser in respect of the Units to be constructed and/or the other Saleable Spaces in the Said Premises only in respect of Promoter's allocation.

**17. POST COMPLETION MAINTENANCE:**

17.1 The Promoter shall be responsible for the management, maintenance and administration of the Building Complex or may appoint an agency to do the same. The Owner hereby agrees to be abided by all the rules and regulations to be framed for the management of the affairs of the said Premises.

17.2 The Promoter or the Agency to be appointed shall manage and maintain the Common Portions and services of the Building and shall collect the costs and service charge therefor (Maintenance Charge) before formation of registered Association under the West Bengal Apartment Ownership Act, 1972. It is clarified that the Maintenance Charge shall include premium for the insurance of the Building complex, Project land tax, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges and charges

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of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments.

**18. COMMON RESTRICTIONS:**

18.1 The Project shall be subject to the restrictions as are applicable to Ownership building, intended for common benefit of all occupiers of the New Building.

18.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the said Premises shall permit the Promoter or the agency to be appointed if any, at all reasonable time, to enter into and upon the concerned space and every part thereof.

18.3 The Promoter shall frame a scheme for the management and administration of the Said Premises and all the occupiers of the building shall perpetually in succession abide by all the rules and regulations to be framed in connection with the management of the affairs of the project.

**19. OBLIGATIONS OF THE PROMOTER:**

19.1 Development of the Said Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies and in conformity with the building plan sanctioned by Kolkata Municipal Corporation.

19.2 Immediately upon obtaining sanctioned plan for the Said Premises and intimating thereof by the Promoter to the Owner and

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receiving entire amount of Rs.20 lacs being part consideration for development, the owner shall vacate the Said Premises allowing the Promoter to execute development of the Said Premises. The Promoter shall arrange for alternative accommodation of the Owner of her choice at the Promoter's costs and expenses and Owner will not vacate until such alternative accommodation is arranged and goods, belongings and furniture etc at the premises are packed and removed and thereafter unpacked, arranged and installed at the alternate accommodation through reputed packers and movers/transporters to be arranged and at cost of Promoter

19.3 The Promoter shall carry out and complete the development of the Said Premises in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation and as per the relevant Municipal laws and building Rules relating to the development of immovable properties and/or construction of a residential Building Complex and further strictly as per the provisions contained in these presents, within a period of 34 months from the date of obtaining sanctioned plan and free and peaceful possession of the Said Premises, which time may be extended for a period of 6 (six) months if the Promoter is unable to complete the project within stipulated time as per the provisions contained herein. Upon obtaining completion certificate of the ground plus three storied building the Promoter shall apply for and obtain additional or modified sanctioned plan in name of the Owner, as the case may be, for construction of an additional floor above the G+3 storied building and the Owner shall never raise any objection in respect thereof if sanction is otherwise permissible in law.

19.4 The Promoter shall be responsible for planning, designing development and construction of the Said Premises with the help of professional bodies, contractors, etc.

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19.5 The Promoter has assured the Owner that they shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default.

19.6 The Promoter shall construct and develop the Said Premises at its own cost and responsibility. The Promoter shall alone be responsible and liable to Government, Municipality and other authorities concerned as also to all the laborers, staff and employees engaged by it and shall alone be liable for any loss or for any claim arising from such construction.

19.7 The Promoter hereby agrees and covenants with the Owner not to transfer and/or assign the benefits of this agreement or any portion thereof nor to give permissive possession to anyone without the consent in writing of the Owner.

19.8 The Promoter hereby agrees and covenants with the Owner not to violate or contravene any of the provisions of the laws and rules applicable to construction of the Said Premises and shall be responsible to comply with the prevailing laws, rules and bye-laws of all concerned authorities and State Government/Central Government bodies and provisions of the law applicable to the development, construction, safety and transfer of the units in the project.

19.9 Staff and employees engaged by the Promoter, if any, shall be the employees of the Promoter and the Owner shall not in any way be liable or responsible for their salaries, wages, remuneration etc.

19.10 The Promoter shall be solely responsible to look after, supervise manage and administer the progress and day to day work of development.

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19.11 The Promoter shall not deploy any child labour at the premises and shall deploy only adult employees above the age of 18 years for performing the duties required under this agreement.

19.12 The Promoter shall take necessary safety measures like training its employees deployed in the premises, and provide necessary safety equipments like gloves, head gears, gumboots and any other safety equipment as may be required apart from supplying the proper tools.

19.13 The Promoter shall obtain Completion Certificate/occupancy certificate as may be applicable from the concerned authority upon completion of the G+3 storied building and shall apply for construction of an additional floor thereon.

19.14 The Promoter shall keep the Owner updated and informed about the progress of development including of the said Project, from time to time.

19.15 The Promoter shall not transfer their Development right without written consent of the Owner.

19.16 The Owner is at liberty to deploy security guard/representative at premises during the development at her own cost and will be at liberty to have access to the premises either personally or through representatives at any stage of development.

## 20. TERMINATION:

If the Promoter fails to apply for the sanctioned building plan before the Kolkata Municipal Corporation, within a period of 2 months from the execution of these presents or fails to obtain the sanctioned plan within a period of 4 months upon applying the same or fails to comply with the statutory obligations mentioned herein, the Owner will have

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the option to terminate this agreement upon forfeiting 10% of the part consideration deposited with the Owner. However in case of Force Majeure situation as mentioned in clause 22 herein, the time period for obtaining such sanctioned building plan, shall be extended for such period as may be mutually agreed by the parties.

If the Owner fails to comply with the terms and conditions of this agreement, the Promoter shall have right to terminate this agreement and in such an event the Owner shall refund the entire amount already deposited with her without any forfeiture.

**21. MISCELLANEOUS:**

21.1 The agreement entered into by and between the parties herein is and shall be on principal to principal basis.

21.2 The Owner and the Promoter expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

21.2.1 All the cost and expenses for development (including the specifications as mentioned in the Second Schedule and common areas and installations as mentioned in the Third Schedule) of the Said Premises shall be borne by the Promoter.

21.3 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.

21.4 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.

21.5 It is understood that from time to time to facilitate the uninterrupted construction and development of the Said Premises by

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the Promoter, various deeds, matters and things not herein specified may be required to be done by the Promoter and for which the Promoter may need authority of the Owner. Further, various applications and other documents may be required to be signed or made by Owner relating to which specific provisions may not have been mentioned herein. The Owner hereby undertakes to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Promoter for the purpose and the Owner also undertake to sign and execute all applications and other documents, provided that all such acts, deeds matters and things do not in any way infringe on the rights of the Owner and/or go against the spirit of this Agreement.

21.6 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

21.7 The name of the Project shall be 'TARUN RESIDENCY BY GROUND 2 SKYE GROUP'.

21.8 Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.

21.9 Upon completion of construction of the Said Premises, the Promoter shall provide necessary assistance to the Owner to mutate the area under Owner's allocation in her name.

21.10 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

## 22. DEFAULTS:

22.1 The following shall be the events of defaults:-

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- a) If the Owner fails to comply with any obligation contained herein.
- b) If the Promoter fails to comply with any obligation contained herein.
- c) If the Promoter fails to construct, erect and complete the development of G+3 storied building within the stipulated time or such grace period or extended period and in the manner contained herein.
- d) If the Promoter fails to obtain sanctioned building plan within the period mentioned in this agreement.
- e) If the parties fail to comply with any other obligations contained herein.

### 23. FORCE MAJEURE REMEDY:

23.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of their obligations under this Agreement, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this agreement, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, epidemic, pandemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling, omissions (including failure to grant

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Constituted Attorney of  
Paramita Basu

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any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government orders restraining the work of construction of the project.

23.2 If either Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such time after the cessation, as is necessary for that Party, using all reasonable endeavors, to re-commence its affected operations in order for it to perform its obligations. Neither the Owner nor the Promoter shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

23.3 In the eventuality of Force Majeure circumstances the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the completion thereof and 7 days thereafter.

23.4 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to

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bring the event of Force Majeure to close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.

24. **ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, oral or implied.

25. **AMENDMENT/MODIFICATION:**

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

26. **NOTICE:**

26.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or by facsimile transmission or registered post or speed post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time).

26.2 Any such notice or other written communication shall be deemed to have been served:-

- a) If delivered personally and acknowledged at the time of delivery.
- b) If sent by prepaid recorded delivery or registered post or courier service, on the 4<sup>th</sup> day of handing over the same to the postal authorities or the day the same is delivered, whichever is later.

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26.3 If sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.

26.4 In proving such service it shall be necessary to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by courier, that such notice or other written communication was properly addressed and delivered to the recipient / addressee or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

27. **DISPUTE RESOLUTION:**

27.1 The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties. If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes, if not solved/settled, shall be referred to, and finally resolved by, arbitration by an Arbitration Tribunal. The arbitration proceedings shall be conducted at Kolkata.

27.2 The Arbitral Tribunal shall comprise of sole arbitrator. If the parties are unable to concur upon appointment of the sole arbitrator,

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the arbitration proceedings shall be conducted in accordance with the provisions contained in the Arbitration & Conciliation Act, 1996 and amendments made therein.

**28. JURISDICTION:**

The courts at Kolkata shall have jurisdiction to entertain or try any action or proceeding arising out of this agreement.

**THE SCHEDULE ABOVE REFERRED TO:**

**(SAID PREMISES)**

**ALL THAT** piece and parcel of land containing an area of 3 Cottahs 12 Chittaks 14 Sq.ft. be the same a little more or less along with a two storied residential building thereon comprised in Division-VI, Sub-Division-P, part of Holding No.251, lying situate at Premises No.17, Panditia Place, Police Station - Rabindra Sarobar (formerly Lake), Kolkata - 700 029, under KMC Ward No.85, Assessee No.110851700225, District Registration Office-Alipore, District 24 Parganas, butted and bounded as follows:-

ON THE NORTH	:	By partly Premises No. 13B, Panditia Place and partly by Premises No. 19, Panditia Place;
ON THE SOUTH	:	By 20ft. wide Road known as Panditia Place;
ON THE WEST	:	By Premises No.18, Panditia Place;
ON THE EAST	:	By Premises No.19, Panditia Place.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**(SPECIFICATIONS)**

**STRUCTURE:**

Pile foundation with RCC framed structure as per seismic design incorporating 250 mm thick external brick walls and 125/75 mm thick internal brick walls.

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<b>WALLS:</b>	Acrylic Emulsion Paints on Pop.
<b>CEILING:</b>	Acrylic Emulsion Paint with no False Ceiling.
<b>EXTERIORS:</b>	Cement Plaster with weather coat paint of soothing colour and preferred finish.
<b>INTERIORS:</b>	P.O.P/Putty punning over cement plaster inside all rooms.
<b>FLOORING:</b>	Vitrified Antiskid Tiles or Marble (as per choice of the Owner) of reputed brand in bedrooms, living/dining and balcony. Ceramic/Anti-skid tiles in Bathrooms and Kitchen areas.
<b>STAIR CASE:</b>	Stair case with marble/tiles with oil paints on walls.
<b>KITCHEN:</b>	Quartz Kitchen Counter, Stainless Steel Sink, 600 mm Glazed antiskid ceramic tiles Dado above granite counter (as per choice of the Owner), C.P. Fittings of reputed brand and SS tank with draining board. Purified water filter point, exhaust fan and ceiling fan will be provided by the Promoter. Chimney in the kitchen will be provided by the Promoter.
<b>TOILET:</b>	Glazed Ceramic Tiles upto door height with branded CP fittings, ceramic basins, sink shower, sitting ledge, partition glass, CP Fittings of reputed brand, Concealed piping system for hot and cold water lines.
<b>DOORS:</b>	Malaysian Sal door frame with phenol bonded commercial ply of 32 mm thickness for internal doors and 35 mm thick teak wood veneer for Main Door with Peephole and Godrej Night Latch.
<b>WARDROBES:</b>	Standard Modular Wardrobes in all bed rooms with veneered and polished wardrobe doors save and except in the utility/servant's room.

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**WINDOWS/EXTERNAL  
GLAZING:**

Energy efficient, sound insulating double glass units, tinted reflective glass with powder coated white aluminum glazing with non-see through glass in all toilets.

**ELECTRICAL:**

Concealed insulated copper wiring with modular switches of reputed brand, pre-fitted split ACs of reputed brand in all Bedrooms and Living/Dining. Light and plug points in bedrooms, dining and drawing rooms as per the architectural scheme. Geyser point in all bathrooms, CCTV Surveillance system for common areas, including the entrance and exit point of the building with circular barbed wire on the boundary wall.

**PLUMBING:**

Internal Concealed Piping system with CPVC/UPVC lines for Cold and Hot Water Lines including wash basin.

**SANITARYWARE:**

Porcelain sanitary ware of reputed brand (Grohe/Jaquar or equivalent repute), CP fittings, SS Tank with draining Board, wash basin, wall hung WC with health faucet of reputed brand.

**ROOF:**

Vitrified tiles to be used in the roof upon consultation with the Owner.

**LIFT:**

High Speed lift of Kone or Schindler;

**POWER BACKUP:**

Emergency Power Backup for common area lighting and running of lifts. Provision of Backup power within the apartment (except 15A PLUG).

**OTHERS FITTINGS  
AND FIXTURES:**

Under cabinets, exhaust fan, towel, rail, points for geyser, Soapdish, toilet paper holder, 15AMP Power Point for room heater, ceiling fan, light, grills to be fitted in all window etc.

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**THE THIRD SCHEDULE ABOVE REFERRED TO:****PART-I****(COMMON AREAS)**Areas:

- I) Lobbies on all floors and staircase of the Said Building.
- II) Staircase to the roof of the building. Tiles in roof so that it can be jointly used.
- III) Driveway, passage and pathways.
- IV) Lift machine room and lift well of the Said Building.
- V) Water supply system including pumps, reservoirs/tanks of the Said Building.
- VI) Water supply pipeline in the Said Building (save those inside any Flat or attributable thereto).
- VII) Drainage and sewage pipeline in the Said Building (save those inside any Flat or attributable thereto).
- VIII) Wiring, fittings and accessories for lighting of lobbies, staircase and other common Portions of the Said Building.
- IX) Electricity meters and space for their installation.
- X) Watchman/caretaker's Room, Meter Room, Toilet in the Ground Floor.
- XI) Cable connection in the Said Building.
- XII) Common Roof above the top floor of the Said Building.
- XIII) Covered and Open Car Parking Space.

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 Constituted Attorney of  
 Paramita Basu

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*Diparjan Bhattacharya*  
 Managing Partner

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

**SIGNED SEALED AND DELIVERED**  
by the **OWNER** at Kolkata in the presence of:

Paramita Basu.

Sunil Kumar Roy  
6. old Pan-office St.  
Kolkata - 70001.

Pampa Basu  
17 Pandita Place  
Kolkata - 29

**SIGNED SEALED AND DELIVERED**  
by the **PROMOTER** at Kolkata in the presence of:

Sunil Kumar Roy  
Pampa Basu

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*Diparjan Bhattacharya*  
Managing Partner

Drafted by:

~~Sudeshna Bagchi~~  
Advocate, High Court, Calcutta  
Enrollment No. WB/F/1339/1995

Drafted by me:

Atasi Saha  
Adv; High Court Calcutta  
Enrollment No. WB 2393/2006

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Constituted Attorney of  
Paramita Basu

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Managing Partner

**RECEIVED** of and from the within-named Promoter the within-mentioned sum of Rs. 10,00,000/- (Rupees Ten Lacs only) inclusive of TDS (out of which Rs. 9,00,000/- by Demand Draft and Rs. 1,00,000/- as TDS to be deposited by the Promoter):-

**MEMO OF CONSIDERATION**

BANK DRAFT/ CHEQUE NO.	DATE	BANK & BRANCH	AMOUNT (Rs.)
804484	28.2.2023	Yes Bank Ltd. Santacruz Est, Mumbai	9,00,000/-
		TDS@10%	1,00,000/-
		<b>TOTAL :</b>	<b>Rs.10,00,000/-</b>

**(RUPEES TEN LACS ONLY).**

**WITNESSES:**























*Paramita Basu.*

*Susil Kumar Sen  
Paramita Basu*

*Dipanjana Bhattacharjee*  
Constituted Attorney of  
Paramita Basu

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*Dipanjana Bhattacharjee*  
Managing Partner

**SPECIMEN FORM FOR TEN FINGER PRINTS**

	<i>Sipranyan Bhattacharyya</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						
	<i>Paramita Basu</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						
<p align="center">PHOTO</p>						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						

*Sipranyan Bhattacharyya*  
 Constituted Attorney of  
 Paramita Basu

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*Sipranyan Bhattacharyya*  
 Managing Partner

## Major Information of the Deed

Deed No :	I-1904-03280/2023	Date of Registration	03/03/2023
Query No./Year	1904-2000505307/2023	Office where deed is registered	
Query Date	23/02/2023 8:06:45 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	VICTOR MOSES AND CO 6, OLD POST OFFICE STREET,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9830602627, 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 : 10,00,000/-]	
Set Forth value		Market Value	
		Rs. 1,94,40,197/-	
Stamp duty Paid(SD)		Registration Fee Paid	
Rs. 40,121/- (Article:48(g))		Rs. 10,105/- (Article:E, E, B, M(a), M(b), I)	
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: South 24-Parganas, P.S:- Lake, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Panditia Place, , Premises No: 17, , Ward No: 085 Pin Code : 700029

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	3 Katha 12 Chatak 14 Sq Ft		1,86,58,749/-	Property is on Road
Grand Total :				6.2196Dec	0 /-	186,58,749 /-	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1362 Sq Ft.	0/-	7,81,448/-	Structure Type: Structure
Gr. Floor, Area of floor : 681 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 30 Years, Roof Type: Pucca, Extent of Completion: Complete					
* Floor No: 1, Area of floor : 681 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 30 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1362 sq ft	0 /-	7,81,448 /-	

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Constituted Attorney of  
Paramita Basu

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*Sipharjan Bhattacharjee*  
Managing Partner

**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Mrs PARAMITA BASU</b> Wife of Late TARUN CHANDRA BASU 17,PANDITIA PLACE, City:- Not Specified, P.O:- LAKE, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ADxxxxxx8A, Aadhaar No: 89xxxxxxxx2312, Status :Individual, Executed by: Self, Date of Execution: 01/03/2023 , Admitted by: Self, Date of Admission: 01/03/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 01/03/2023 , Admitted by: Self, Date of Admission: 01/03/2023 ,Place : Pvt. Residence

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>GROUND 2 SKYE SOLUTIONS LLP</b> 1/425 GARIAHAT ROAD, City:- Not Specified, P.O:- JODHPUR PARK, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700068 , PAN No.:: AAxxxxxx2C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Mr DIPANJAN BHATTACHARJEE (Presentant )</b> Son of Late LOKNATH BHATTACHARJEE 84,B.T.ROAD, City:- Not Specified, P.O:- BARANAGAR, P.S:- Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700090, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: Alxxxxxx0P, Aadhaar No: 22xxxxxxxx5857 Status : Representative, Representative of : GROUND 2 SKYE SOLUTIONS LLP (as PARTNER)

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr SUJIT KUMAR ROY</b> Son of Late M M ROY 6, OLD POST OFFICE STREET, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001			
Identifier Of Mrs PARAMITA BASU, Mr DIPANJAN BHATTACHARJEE			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mrs PARAMITA BASU	GROUND 2 SKYE SOLUTIONS LLP-6.21958 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Mrs PARAMITA BASU	GROUND 2 SKYE SOLUTIONS LLP-1362.00000000 Sq Ft

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Constituted Attorney of  
Paramita Basu

GROUND 2 SKYE SOLUTIONS LLP  
*Dipanjana Bhattacharjee*  
Managing Partner

*Diparjan Bha Hacharjee*

Constituted Attorney of  
Paramita Basu

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*Diparjan Bha Hacharjee*  
Managing Partner

On 01-03-2023

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

Presented for registration at 18:30 hrs on 01-03-2023, at the Private residence by Mr DIPANJAN BHATTACHARJEE

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,94,40,197/-

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

Execution is admitted on 01/03/2023 by Mrs PARAMITA BASU, Wife of Late TARUN CHANDRA BASU, 17, PANDITIA PLACE, P.O: LAKE, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession House wife

Indetified by Mr SUJIT KUMAR ROY, , , Son of Late M M ROY, 6, OLD POST OFFICE STREET, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

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

Execution is admitted on 01-03-2023 by Mr DIPANJAN BHATTACHARJEE, PARTNER, GROUND 2 SKYE SOLUTIONS LLP, 1/425 GARIAHAT ROAD, City:- Not Specified, P.O:- JODHPUR PARK, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700068

Indetified by Mr SUJIT KUMAR ROY, , , Son of Late M M ROY, 6, OLD POST OFFICE STREET, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Mohul Mukhopadhyay

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

On 03-03-2023

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,105.00/- ( B = Rs 10,000.00/- , E = Rs 21.00/- , I = Rs 55.00/- , M(a) = Rs 25.00/- , M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 10,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/02/2023 4:08PM with Govt. Ref. No: 192022230315076708 on 28-02-2023, Amount Rs: 10,021/-, Bank: SBI EPay ( SBlePay), Ref. No. 7000016415715 on 28-02-2023, Head of Account 0030-03-104-001-16

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Constituted Attorney of  
Paramita Basu

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*Dipanjana Bhattacharjee*  
Managing Partner

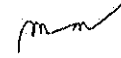
**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs. 100.00/-, by online = Rs 40,021/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 68477, Amount: Rs.100.00/-, Date of Purchase: 02/01/2023, Vendor name: A BANERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/02/2023 4:08PM with Govt. Ref. No: 192022230315076708 on 28-02-2023, Amount Rs: 40,021/-, Bank: SBI EPay (SBIPay), Ref. No. 7000016415715 on 28-02-2023, 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**

*Diparjan Bhattacharya*

Constituted Attorney of  
Paramita Basu

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*Diparjan Bhattacharya*  
Managing Partner

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2023, Page from 185501 to 185559  
being No 190403280 for the year 2023.



Digitally signed by MOHUL  
MUKHOPADHYAY  
Date: 2023.03.14 12:51:29 +05:30  
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2023/03/14 12:51:29 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA  
West Bengal.

*Diparjan Bhattacharjee*  
Constituted Attorney of  
Paramita Basu

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*Diparjan Bhattacharjee*  
Managing Partner

(This document is digitally signed.)