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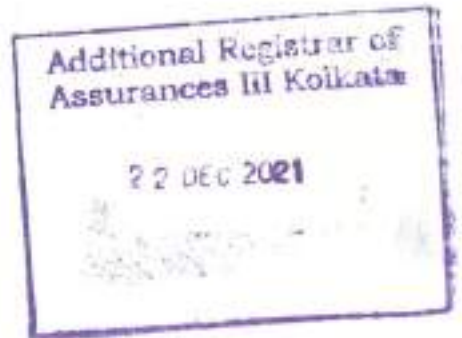
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22/12/2021
Date 1903-2-258038A) 2021.

Certified that the Document is admitted to
Execution in the presence of the Registrar and the
endorsement is made in accordance with the provisions
of the Act of 1908.

[Signature]
Additional Registrar
of Assurances-III, Kolkata



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this the ...22nd day of
December..., Two Thousand and Twenty One... of the Christian Era ;

BETWEEN

1512 08-10-2021

ক্রম- তাং ধন্য 500/

ক্রতার নাম ও সাং

স্টাম্প ভেদার স্বাক্ষর

স্থান নং ব। সল্টলেক সিটি এ ডি এস আর. এ

মেট স্টাম্প ক্রয় তাং

চালান নং মেট কত টাকা খরিদ

ট্রেডার-বারাকপুর, ভেদার-মিতা দত্ত

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Yellowsand Realestate L
AD-169, Sector-I
Salt Lake city
Pin-700064

29 SEP 2021

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Additional Registrar of Assurances in Kolkata
22 SEP 2021

[1] M/S. DEEPAK METAL WORKS PVT. LIMITED (Having PAN – AABCD0454B), a Company within the meaning of Indian Companies Act, 1956 having its Registered Office at 121, Beliaghata Main Road, Police Station: Beliaghata, Kolkata : 700010, and Represented by one of its Directors Sri Netai Mitra, (Having PAN – AEKPM9780K and Aadhaar No: 9160 4330 1962), son of Late Bejoy Kumar Mitra, by faith- Hindu, by occupation-Business, by Nationality- Indian, residing at 101/C, Masjid Bari Street, Police Station- Battala, Kolkata-700 006, [2] NOBEL METAL INDUSTRIES being represented by its proprietor Sri Netai Mitra, (Having PAN–AEKPM9780K and Aadhaar No: 9160 4330 1962), son of Late Bejoy Kumar Mitra, by faith-Hindu, by occupation-Business, by Nationality- Indian, residing at 101/C, Masjid Bari Street, Police Station- Battala, Kolkata-700006, [3] SRI NETAI MITRA, (Having PAN–AEKPM9780K and Aadhaar No: 9160 4330 1962), and [4] SRI NEMAI MITRA, (Having PAN–AEKPM9896E and Aadhaar No: 5362 0302 0252), both sons of Late Bejoy Kumar Mitra, by faith-Hindu, by occupation- Business, by Nationality-Indian, both residing at Masjid Bari Street, Police Station- Battala, Kolkata- 700 006, hereinafter jointly referred to as the LAND OWNERS(which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, executors, legal representatives successors or successors-in-office and assigns) of the FIRST PART.

A N D

YELLOW SAND REALESTATE LLP (Having PAN–AACFY2854N), a Limited Liability Partnership Firm, incorporated and Registered Pursuant to Section 58(1) of the LLP Act, 2008, having LLP Identification Number – AAN-5442, having its Registered office at Dwarka Vedmani, AD-169, Sector-I, Salt Lake City, Police Station- Bidhannagar (North), Kolkata- 700 064, District North 24 Parganas, being represented by one of its Partners, SRI SANJAY GUPTA, (Having PAN- ADRPG6327Q and Aadhaar No: 7089 5093 7284), son of Sri Gopal Prasad Gupta, by faith Hindu, by occupation Business, by nationality- Indian, residing at Dwarka Vedmani, AD-169, Sector-I, Salt Lake City, Police Station- Bidhannagar (North), Kolkata- 700 064, District North 24 Parganas, hereinafter referred to as the DEVELOPERS/BUILDERS (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors and/or successors-in-office, administrators, and assigns) of the SECOND PART.

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DESCRIPTION AND MODE OF AQUISITION OF TITLE, ACQUIRED BY THE LAND OWNERS, IN THE "FIRST SCHEDULE" PROPERTY PROPOSED TO BE DEVELOPED.

- [1] **M/S. DEEPAK METAL WORKS PVT. LIMITED**, has acquired its right, title and interest in respect of 18 Cottahs 3 Chittacks 15 Square feet of land in Mouza: **KALABERIA**, Dag Nos. : 64, 67 & 75 out of the First Schedule Property under as registered Bengal Kobala being No. 397 for the year 1998(dated 15.12.1997) executed by Sri Ashok Nandi and 7 others, for the consideration therein contained.
- [2] **M/S. DEEPAK METAL WORKS PVT. LTD. AND NOBEL METAL INDUSTRIES** jointly under a Bengali Kobala being No: 398 for the year 1998 (dated 02.01.1998) executed by Smt. Purabi Mazumder purchased a plot of land measuring 3 Cottahs 4 Chittacks 12 Square feet under Dag Nos. 64 & 67, Mouza- **KALABERIA**, for the consideration therein contained.
- [3] **NOBEL METAL INDUSTRIES** under a Bengali Kobala being No: 399 for the year 1998 (dated 15.12.1997) executed by Sri Ashok Nandi & (5) others purchased a plot of land measuring 12 Cottahs of land in Mouza- **KALABERIA**, under Dag Nos. 64 & 67, for the consideration therein contained. [Be it noted that the named Vendor No. (3) out of (7) did not executed the document].
- [4] **SRI NETAI MITRA AND SRI NEMAI MITRA** jointly under a Bengali Kobala being No: 2296 for the year 1998 (dated 19.05.1998) executed by Smt. Sandhya Ghosh purchased a plot of land measuring 6 Cottahs 9 Chittacks 16 Square feet under Dag No: 73, Mouza- **KALABERIA**, for the consideration therein contained.
- [5] The said **SRI NETAI MITRA AND SRI NEMAI MITRA** jointly by another Bengali Kobala being No: 2325 for the year 1998 (dated 19.05.1998) executed by Smt. Sabita Ghosh(Kole) and 2 others purchased another plot of land measuring 7 Cottahs 10 Chittacks 35 Square feet under Dag No: 69, Mouza- **KALABERIA**, for the consideration therein contained.

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- [6] The said SRI NETAI MITRA AND SRI NEMAI MITRA jointly under another Bengali Kobala being No: 3069 for the year 1998(dated 08.07.1998) executed by Sri Nirmal Ghosh Kole purchased another plot of land measuring 2 Cottahs 2 Chittacks 22 Square feet under Dag No: 69, Mouza- KALABERIA, for the consideration therein contained.
- [7] The said SRI NETAI MITRA AND SRI NEMAI MITRA another Bengali Kobala being No: 11155 for the year 2006(dated 09.06.2006) executed by Sri Bimal Kumar Ghosh Kole and another jointly purchased another plot of land measuring 6 Cottahs 4 Chittacks 29 Square feet under Dag No: 69, in Mouza- KALABERIA, for the consideration therein contained.

IN ALL THE title Deeds referred to above, it has been clearly recited, the manner, the Vendor(s) of the land Owners, have acquired their right, title, interest therein.

TABLE - I
PARTICULARS AND EXTENT OF LAND SEIZED, OWNED AND
POSSESSED BY THE "LAND OWNERS" IN MOUZA- KALABERIA

Sl. No.	Name of the Land Owners	Acquired Ownership under Deed Nos. & year	Area of Land (K-Ch-Sq.Ft.)	Dag Nos.
1.	M/s. Deepak Metal Works(P) Ltd.	Deed No: 397 for the year 1998	08 - 08 - 00 02 - 09 - 15 07 - 02 - 00	67 64 75
2.	M/s. Deepak Metal Works(P) Ltd. & Nobel Metal Industries (Jointly)	Deed No: 398 for the year 1998	02 - 09- 09 00 - 11-03	67 64
3.	Nobel Metal Industries	Deed No: 399 for the year 1998	09 - 12- 00 02 - 04-00	67 64
4.	Netai Mitra & Nemai Mitra (Jointly)	Deed No: 2296 for the year 1998	06 - 09-16	73
5.	Netai Mitra & Nemai Mitra (Jointly)	Deed No: 2325 for the year 1998	07 - 10-35	69

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6.	Netai Mitra & Nemai Mitra (Jointly)	Deed No: 3069 for the year 1998	02 - 02-22	69
7.	Netai Mitra & Nemai Mitra (Jointly)	Deed No: 11155 for the year 2006	06 - 04-29	69
Total Area :			56 - 02 - 39	

TABLE - II**AREA OF LAND SEIZED AND POSSESSED BY EACH OF THE LAND OWNERS**

- a) M/S. DEEPAK METAL WORKS PVT. LTD. > 19 Cottah 13 Chittaks 21 Sq.Feet.
b) NOBEL METAL INDUSTRIES > 13 Cottah 10 Chittaks 06 Sq.Feet.
c) NETAI MITRA & NEMAI MITRA JOINTLY > 22 Cottah 11 Chittaks 12 Sq.Feet.

Total Area : 56 Cottah 02 Chittaks 39 Sq.Feet

PARTICULARS OF RECORDS OF RIGHTS

Sl. Nos.	Name(s) of Raiyot	C.S. Khatian Nos.	R.S. Khatian Nos.	L.R. Khatian Nos.	Dag Nos.	Area of Land (K-Ch-Sq.Ft.)
1.	Deepak Metal Works (P) Ltd.	21 & 44	17	1261	64, 67 & 75	19 - 13 - 21
2.	Nobel Metal Industries	21	17	1262,	64& 67	13 - 10 - 06
3.	Netai Mitra & Nemai Mitra	37	77	1249, 1250 & 1251	69 & 73	22 - 11 - 12
					Total	56 - 02 - 39

PARTICULARS OF PANCHAYET HOLDINGS AND PAYMENT OF TAX & REVENUE

The First Schedule property is situated with the local limit of Rajarhat-Bishnupur No.1 Gram Panchayet, Police Station- Rajarhat, District: North 24 Parganas.

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WHEREAS in the manner aforesaid the owners have jointly acquired their right, title and interest in the "First Schedule" Property and with a view to develop the First Schedule property by way of raising Multi-storied and/or high rise building thereon comprising of Residential and Commercial units therein and with that end in view the owners jointly approached the Developers/Builders/Promoters for materialization of their dream project.

AND ALSO WHEREAS the Land Owners with such common intent, purpose and object have jointly decided to develop the said property, hold and possessed said plots of land more fully described in the FIRST SCHEDULE hereunder written by way of amalgamation of their respective share or holding in to a single one under mutual agreement and had been looking for an efficient Developers/Builders/Promoters having long credentials in the matter of execution of the proposed mighty High rise housing project thereat both for residential and Commercial/Mercantile purposes and having sound financial ability to execute such nature of Development works and the Party of the Second Part being so informed approached the Land Owners/Party of the First Part and after bi-lateral talk it has been decided that the Developers/Builders/Promoters shall execute the construction work under the terms herein contained at the cost and expenses of the Developers/Builders/Promoters strictly in compliance with the terms, conditions and stipulations herein contained.

ARTICLE - I # DEFINITIONS:

1. DEFINITIONS : Unless in this agreement there be something contrary or repugnant to the subject or context :-

i) "New Buildings" shall mean under two or more Blocks namely "BLOCK-A, BLOCK-B, BLOCK-C and so on" subject to the nature of sanction to be obtained from the sanctioning authority or any other Authority or Authorities so legally empowered under the statutory provisions comprising of several building or buildings and other structures to be constructed by the Developers/Builders/Promoters/Party of the Second Part from time to time at the Project Site in the land described in the FIRST SCHEDULE hereunder along with expansion of adjoining Land.

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ii) "Building/Project Plans" shall mean the one or more Buildings and Plans from time to time prepared and sanctioned by the concerned authorities for construction of New Building or Buildings at Project Site or any parts or portions thereof and shall include all modifications and/or alterations and/or variation thereto made in terms hereof as also all extensions and/or renewals thereof.

iii) "Common Portions" shall mean such parts, portions and areas in the Project Site which the Second Party/Developers/Builders/Promoters identifies or earmarks for the time being to be for common use by all or any one or more of the Transferees or any other person in common with the parties hereto and include any variations or relocations thereof as may be made by the Second Party, Developers/Builders/Promoters therein or thereto from time to time.

iv) "Complex" shall mean the Project Site and the multipurpose development thereof to be caused by the Second Party/Developers/Builders/Promoters and include buildings, houses, constructed and open spaces etc., as may be planned by the Second Party/Developers/Builders/Promoters, thereat. And project site shall mean and include, the land described in the "First Schedule" and by way of amalgamation of adjacent land in and over the proposed multi-storeyed building or buildings to be constructed by the SECOND PARTY/DEVELOPERS/ BUILDERS/PROMOTERS.

v) "First Party's Allocation" shall mean and include 27% (Twenty Seven percent) jointly and/or independently in accordance with the choice of the Land Owners of the total constructed areas, both commercial and residential in average floors in all the Blocks along with ~~adjustable~~ ^{refundable} sum of Rs. 1,00,00,000.00 (Rupees One Crore) more particularly described in the SECOND SCHEDULE hereto together with proportionate, undivided and impartible share in the land underneath and shall include the right of the First Party in common with the Second Party/Developers/Builders/Promoters and all persons permitted by the Second Party to use such parts of the Common Portions as may be identified by the Second Party/Developers/Builders/Promoters, therefor. To make it clear "Blockwise" Building Plan/Complex Plan will be prepared by the Developers/Developers/Builders/Promoters Party of the Second Part and soon after obtaining sanction from the concerned competent authority, Owners' allocated areas (flats & non-residential spaces) shall be "Ear-Marked" by way of putting

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joint initials of the parties and ear-marked copies shall be made in "DUPLICATE" and each of the parties hereto shall get one copy thereof for avoiding future conflicts.

vi) "Land Owners" shall mean the owners, M/S. DIPAK METAL WORKS PVT. LTD., NOBEL METAL INDUSTRIES, SRI NEMAI MITRA and SRI NETAI MITRA, for the time being in respect of the plot of land constituting the "Project Site" described in the FIRST SCHEDULE for brevity is also called as the "Subject Property" and shall also include their heirs, executors, administrators, legal representatives, successors, successors-in-office, constituents and/or assigns.

vii) "Project Site" shall mean the pieces or parcels of land hereditaments and premises described in the FIRST SCHEDULE hereto subject to variations thereof as may be made by the Second Party/Developers/Builders/Promoters.

viii) "Project" shall include the acquisition of adjacent land and development of the Project Site into a Complex and Transfer of the Transferable Areas therein.

ix) "Second Party's Allocation" shall mean and include 73% (Seventy Three Percent) of the total constructed areas both commercial and residential in average floors in all the Blocks saving the owners' allocated areas described in the SECOND SCHEDULE under heading "Allocation of the Owners" in/or out of the Subject Property together with all easements and appurtenances thereof including right of common users, and that the remaining part and portion of the project shall be deemed to be the allocated areas of the Second Party/Developers/Builders/Promoters more fully described in the THIRD SCHEDULE hereunder written.

x) "Subject Property" shall mean the pieces or parcels of land fully described in the FIRST SCHEDULE hereunder written and also include all easements, appendages and appurtenances thereof or relating thereto, and the adjacent land to be included in the project.

xi) "Transfer" with its grammatical variation shall include transfer by sale, lease or any other means adopted by the allottee of such Individual Allocation.

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xii) "Transferable Areas" shall include Units, covered and open parking spaces, open and covered spaces and commercial spaces at the Project Site, land and all other areas, portions or shares comprised in or portion of the Project Site capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise.

xiii) "Phases" with their grammatical variations shall mean the different "Phases" or "Blocks" presently : Block- "A", Block- "B", Block- "C" and so on in which the Development of the Project Site shall be carried out in terms hereof.

xiv) "Transferees" shall mean and include all persons to whom any Transferable Areas are transferred or agreed to be so done.

xv) "Units" shall mean and include :-

- a) "Residential Units" meaning the flats for residential use in any building and in any Phase or Block at the Project Site in the First Schedule property;
- b) "Non-Residential Units" meaning office spaces, shops, constructed/ covered spaces demarcated parking spaces or the like for use as commercial, assembly, educational, mercantile or any other use other than residential ;
- c) "Car Parking Space" shall mean the Covered Car Parking Spaces / Open Car Parking Spaces / Mechanical Car Parking Space in the GROUND FLOORS/BASEMENT (if any permitted) of the Buildings.

1.2. Interpretation :

i) Party: In this Agreement, any reference to a party is to a party to this Agreement.

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ii) **Article, Clause, Schedule or Annexure:** In this Development or Collaboration Agreement, any reference to an Article or Clause or Schedule (other than to a schedule to a statutory provision) or Annexure in reference to an Article, Clause, or Schedule or Annexure (as the case may be) of this Development Agreement and the Schedules and Annexures form part of and are deemed to be incorporated in this Development Agreement. Reference to any Article shall include the Clauses and Sub-clauses thereof and reference to any Clause or Schedule or Annexure shall include the parts, Clauses and sub-Clauses, as the case may be, thereof.

iii) **Include:** In this Agreement, any 'phrase' introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

iv) **Headings:** In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any Clause and shall consequently not affect the construction of this Development Agreement.

ARTICLE-II # REPRESENTATIONS, BACKGROUND & RECITALS

2. **BACKGROUND/REPRESENTATION:** Unless in this agreement there be something contrary or repugnant to the subject or context :-

2.1. **BACKGROUND:**

2.1.1. The Project Site has for the time being been identified by the Second Party/Developers/Builders/Promoters for development of a Complex by way of inclusion of adjacent and adjoining Land thereat.

2.1.2 The Second Party/Developers/Builders/Promoters under this Development or otherwise Collaboration Agreement, has negotiated with the Land Owners/Party of the First Part for development of the land under **FIRST SCHEDULE** absolutely owned by them with provision for acquisition or inclusion of adjacent and/or contiguous land of such adjacent land Owners to make a greater complex under the project of development, without affecting and/or injuring the rights and interest of the present Land Owners in any way or in any manner whatsoever.

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2.1.3. The Second Party has conceptualized the development of several buildings or sets of buildings at the Project Site.

2.1.4. The First Party/Land Owners being desirous of owning residential flats, parking spaces, commercial spaces and other constructed areas in any one or more of the New Buildings or Blocks upon its construction and adjustable cash altogether considering the consideration of the FIRST SCHEDULE property, has approached the Second Party/Developers/ Builders/Promoters with an offer to contribute the FIRST SCHEDULE property owned by them to form the Project Site to be developed or caused to be developed by the Second Party and has agreed to accept the First Party's Allocation to be provided by the Second Party to the First Party, upon construction and completion of the Buildings and Floors in average and shall be "Ear-Marked soon after obtaining the sanctioned building plans" in the manner and proportion as specified in the SECOND SCHEDULE hereunder.

2.2. REPRESENTATIONS OF FIRST PARTY: The First Party have represented and assured the Second Party, inter alia, as follows :-

- i) That the First Party/Land Owners are presently the owners of the FIRST SCHEDULE Property free from all Encumbrances and Liabilities whatsoever and in khas vacant and peaceful possession thereof. The facts about the First Party/Land Owners deriving title to the Subject Property is represented and warranted by the First Party/Land Owners in the manner recited hereinabove, and the same are all true and correct, more specifically and in short the mode of acquisition of right, title and interest so far acquired by the Owners/First Party in the First Schedule Property i.e. the Subject Property has been recited, shown and described in the "TABLE-I" and "TABLE-II" hereinabove.
- ii) That the Project Site is having or shall within the period agreed and stipulated hereunder have, all the attributes thereto as mentioned in Article-IV hereto.
- iii) That the First Party/Land Owners has not prior to the execution of this Development Agreement, entered upon any agreement or contract with any other person or persons in connection with the sale of the Subject Property or any part or portion thereof or its development/dealing with/transfer/lease in any way or in any manner whatsoever.

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iv) That the First Party/Land Owners have absolute, unfettered and unqualified right to enter into this Development Agreement with the Second Party/Developers/Builders/Promoters;

v) That the First Party/Land Owners have not stood as Guarantor(s) or Surety for any obligation, liability, bond or transaction or mortgage the Schedule Property against any security whatsoever and that there is no pending litigation in any court of law touching the right, title, interest and possession of the First Schedule Property against the First Party/Land Owners in any way or any manner whatsoever and that the First Schedule Property is absolutely free from all encumbrances.

vi) That the First Party/Land Owners have well and truly and fully understood the scheme of development of the Project Site and the nature and basis of allotment of the First Party's/Land Owners' Allocation to the First Party/Land Owners in terms hereof. The First Party/Land Owners acknowledges and confirms that they are fully aware that the Subject Property or any part thereof may have any building constructed upon it and the development and future use of the Subject Property or any part thereof shall completely depend on the planning and scheme that may be finalized by the Second Party/Developers/Builders for overall development of the Project Site i.e. the FIRST SCHEDULE property, and accepts the same and have no objection to the same.

vii) There is no difficulty in compliance of the obligations of the First Party/Land Owners hereunder.

2.3. Relying on the aforesaid representations and assurances made and/or contained on the part of the First Party/Land Owners and upon inspection of all title deeds R.O.R. and all other relevant documents of title to the land and believing the same to be true and correct and acting in good faith thereof and being fully satisfied in respect thereof, the Second Party/Developers/Builders/Promoters has agreed to develop the Project Site i.e. the FIRST SCHEDULE property for and subject to the terms and conditions hereinafter contained :

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



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ARTICLE - III # BROAD AND BASIC TERMS AND CONDITIONS:

3. CONSIDERATION AND ENTITLEMENTS OF THE PARTIES BROADLY:

3.1. In consideration of the above and in consideration of the obligations, covenants, terms and conditions contained herein and on the part of the First Party/Land Owners to be observed, fulfilled and complied with and in exchange for the entirety of the Subject Property i.e. the FIRST SCHEDULE Property, the Second Party/Developers/Builders/Promoters has agreed or cause to be constructed and delivered to the First Party's/Land Owners' Allocation on the terms and conditions hereinafter contained and as mentioned in the SECOND SCHEDULE hereunder.

3.2. It is agreed by and between the parties hereto that with effect from the date hereof the Second Party/Developers/Builders/Promoters shall have complete domain and control over the Subject Property i.e. the First Schedule property with full, free and unfettered rights and liberty to develop the same by way of construction of sets of multi storeyed buildings thereon in terms of sanction to be obtained by the Appropriate Sanctioning Authority or from any other competent authority as required under law for the time being in force as the Second Party/Developers/Builders/Promoters may deem fit and proper and to deal with the same fully and in all manner.

3.3. The First Party's/Land Owners' Allocation shall be constructed or caused to be constructed by the Second Party/Developers/Builders/Promoters and the First Party/Land Owners shall own and be absolutely entitled to the same and shall also have the right to deal with and transfer the same on and subject to the terms and conditions hereinafter contained. Save and except the First Party's Allocation, the First Party/Land Owners shall have no right, title and interest in the other parts of the Building or Buildings in the Project Site or the Complex, except to the right of easement of paths and passages, common amenities such as park drainage system etc. Which are meant for common use and common purpose such common amenities shall spread over to the amalgamated plots, if so effected in future, with adjacent plots, if any, which shall be at the discretion of the Developers/Builders/Promoters. The Second Party/Developers/Builders/Promoters shall construct the multi storeyed buildings in the FIRST SCHEDULE property at its own costs and expenses and the Owners i.e. the Party of the First Part shall not spend even a single coin towards the construction work and the Second Party/Developers/Builders/ Promoters shall

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own and be absolutely entitled to the same and shall be entitled to hold or deal with, Transfer or commercially exploit the same or any part or share thereof fully and in all manner.

ARTICLE-IV OBLIGATIONS OF FIRST PARTY:

PART- I SUBJECT PROPERTY ATTRIBUTES:

4. **ATTRIBUTES:** In connection with the Subject Property i.e. **FIRST SCHEDULE** property, the First Party/Land Owners shall be bound to comply with and meet the following criteria and requirements.

4.1. **MARKETABLE TITLE:** The Subject, i.e. **FIRST SCHEDULE** property and each part thereof is and shall be absolutely freehold property with good and marketable title. The First Party/Land Owners shall submit all relevant documents, papers and title deeds and answer or cause to be answered and complied with all requisitions-on-title as may be made by the Second Party/Developers/Builders/Promoters.

4.1.1. The Second Party/Developers/Builders/Promoters shall be at liberty to publish notices and advertisements in newspapers about the development of the Subject Property i.e. the First Schedule property or any part thereof and any objection or claim of any person due to any reason whatsoever shall be dealt with and settled and cleared by the parties hereto jointly, saving any dispute other than right, title and interest of the Land Owners in the **FIRST SCHEDULE** property.

4.1.2. **FREE OF ENCUMBRANCES:** The Subject Property and each part thereof is and shall be free of and from all kinds of Encumbrances including, but not limited to mortgages, charges, liens, hypothecations, lispendens, attachments, leases, tenancies, occupancy rights, bargadar (if applicable), licenses, uses, debutters, trusts, wakf, acquisition, requisition, vesting, claims, demands and liabilities whatsoever or howsoever. The Subject Property and each and every part thereof shall also be free from any vesting under the Estates Acquisition Act, the Land Reforms Act and/or the Urban Land (Ceiling & Regulation) Act or any other law and there shall be no restriction or prohibition under the said or any other laws for its Development and Transfer in any manner.

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4.1.3. **PHYSICAL POSSESSION**: The possession of the Subject Property i.e. the First Schedule property is hereby delivered to the Second Party i.e. the Developers/Builders/Promoters in complete vacant and peaceful condition, butted bounded and well demarcated simultaneous with the execution of this Development Agreement and the Development Power of Attorney.

4.1.4. **TITLE DEEDS**: The First Party i.e. the Land Owners shall hand over all copy of the original Title Deeds, Link deeds, records of rights and certified copy of other papers and documents of title relating to the Subject Property to the Second Party/Developers/Builders/Promoters with accountable receipts simultaneous with execution of this Memorandum of Agreement.

4.1.5. **USE OF TITLE DEEDS**: The Second Party/Developers/ Builders/ Promoters shall be entitled from time to time and at all times to produce, submit, deliver, give copies and extracts of and from the said original documents before the Government and Semi Government bodies and authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi judicial and quasi judicial forums, service providers and other persons and authorities as may be required. The Second Party/Developers/Builders/Promoters shall also be entitled to produce and give originals of the said documents or copies and extracts of and from the said original documents before banks or other financial institutions who would be providing finance/loans/advances to the Second Party/Developers/ Builders/Promoters or its intending purchaser or purchasers and also provide copies to any financier giving loans or advances to any Transferee.

PART-II — PRE-DEVELOPMENT COMMENCEMENT OBLIGATIONS

4.2. **PRE-DEVELOPMENT COMMENCEMENT ATTRIBUTES**: the First Party i.e. the Land Owners shall do and comply with the following :

4.2.1. **MUTATION**: The names of the Land Owners have to be mutated in the finally published L.R. Records of Right along with Rent and Tax receipts showing payment of rent to the State of West Bengal and Taxes to the Local Authority.

4.2.2. **CONVERSION**: The First Party, Land Owners state that out of the "First Schedule Property" land under Dag Nos. 64, 67 (already Bastu), 69, 73 (already



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Bastu) & 75 appears to be "Danga" & "Sali" class of land and such conversion of Nature of land has to be done in accordance with Law.

4.2.3. CORRECTION OF RECORDS AND RECTIFICATION OF DEFECT/

DEFICIENCY: In case the records of the B.L. & L.R.O, and in the record of Local authority or any other concerned authority require any correction or rectification or change, the First Party/Land Owners, shall cause the same, defect or deficiency in any records in respect of the Subject Property or any part thereof or in the title of the Subject Property or any part thereof whether detected before or after transfer or delivery of the same to the Second Party/Developers/Builders/Promoters, shall be removed, rectified and remedied by the First Party/Land Owners immediately, at the costs and expenses of the Second Party/Developers/Builders/Promoters and in all other matters including the Development of the First Schedule property and transfer of all constructed areas in respect of the Developers'/Builders'/Promoters' allocation and all other matters incidental thereto shall be resolved by the Second Party/Developers/Builders/Promoters at its costs and expenses with active assistance of the Land Owners;

4.2.4. CLEARANCES: The First Party, Land Owners shall apply for and obtain any approval, permission, No-Objection Certificates and/or clearances that may be required for making the Subject Property i.e. the First Schedule property or any part thereof fit for Development as envisaged herein and also those that may be required in respect of the ownership and title to the Subject Property i.e. the First Schedule property.

PART-III — COSTS & EXPENSES IN RESPECT OF THE FIRST PARTY'S OBLIGATIONS

4.3. COSTS AND EXPENSES FOR OBLIGATIONS OF FIRST PARTY: It has been mutually agreed between the First Party/Land Owners and the Developers/Builders/Promoters that the costs and expenses for payment of Panchayet tax and land revenue in respect of the Subject Property i.e. the First Schedule property will be borne solely by the First Party/Land Owners till the day of execution of these presents, but rent and taxes thereafter shall be paid and borne by the Second Party/Developers/ Builders/Promoters.



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ARTICLE V # RIGHTS AND OBLIGATIONS OF THE SECOND PARTY:

PART I # OVERALL PLANNING:

5. PLANNING:

5.1. The Second Party/Developers/Builders/Promoters shall develop the Complex at the Project Site i.e. the "First Schedule Property" by constructing one or more multi-storeyed buildings and other constructed and/or open areas thereat in Blocks- "A", "B", "C" and so on. The Second Party/Developers/Builders/Promoters agrees that the entire planning and layout for the development of the Project Site, including, inter alia, on the aspects of the Development shall be done by the Second Party/Developers/Builders/Promoters including as regards the manner or type of construction to be undertaken at the Project Site i.e. in the First Schedule property, and the Second Party shall be in liberty to include adjacent plot or plots of land for extension of the housing complex and the total constructible area etc. All decisions of the Second Party/Developers/Builders/Promoter and its experts, engineers, planners, architects etc. in the above regard as also on the following aspects shall be final and binding upon the First Party/Land Owners :

- i) The planning of the building complexes and the decision on one or more multi storeyed Buildings;
- ii) The number and area of Residential Units and Non Residential Units in one or more multi storeyed Buildings and/or high rise Buildings as would be sanctioned by the Competent Authority and other portions of the Project Site i.e. at the First Schedule property;
- iii) The identification and demarcation of portions of the Project Site and/or the multi storeyed Buildings thereon for the different uses;
- iv) The Parking Areas, bays and facilities for Transferees, visitors and outsiders.
- v) The specifications for construction, fittings, fixtures and all equipments and installations at the Project Site i.e. in the First Schedule property;
- vi) The planning, commencement and/or continuance or non-continuance of construction and development of the Project Site in such phases as the Second Party/Developers/ Builders/Promoters may deem fit and proper.

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5.2. **SURVEY & SOIL TESTING:** The Second Party/Developers/Builders shall at its own costs and expenses carry out necessary survey and soil testing and other preparatory works in respect of the Subject Property i.e. in the First Schedule property and to the extent required.

PART II # BUILDING PLANS AND APPROVALS FOR DEVELOPMENT :

5.3. **BUILDING PLANS PREPARATION AND SANCTION:** The Second Party/Developers/Builders/Promoter shall at its own costs and expenses from time to time cause to be prepared and sanctioned the plans for the constructions at the Project Site i.e. at the First Schedule property. The Second Party may prepare single or multiple building plans in respect of the Development of the Project Site or any part/phase or block thereof and to apply for and obtain sanction on phase wise or block wise manner from time to time.

5.4. **MODIFICATIONS & ALTERATIONS:** The Second Party/Developers Builders shall be entitled from time to time to cause modifications and alterations to the building plans or revised building plans with prior discussion with the Land Owners, in such manner and to such extent as the Second Party/Developers/Builders may, deem fit and proper.

5.5. **SIGNATURE AND SUBMISSION:** The First Party/Land Owners shall sign, execute, submit and deliver all applications, undertaking, declaration, affidavit, plans, letters and other documents and to do all acts deeds and things as may be required by the Second Party/ Developers/Builders in connection with the obtaining of sanctions and approvals required to be obtained by the Second Party/Developers/ Builders/Promoter for commencing or carrying out any construction or development work relevant to the Project Property i.e. at the First Schedule property jointly.

5.6. **APPROVALS FOR DEVELOPMENT:** The Second Party/Developers/ Builders shall in its own name or in the name of the First Party/Land Owners, as the case may be, apply for and obtain all permissions, clearances, no objection certificates and other approvals required for carrying out any development at the Subject Property or any part thereof, including those required from Pollution Control Authority, Fire Service Authorities, Police Authorities, Panchayet Authority any other Statutory Authorities, at its own costs and expenses.

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PART III # DEMOLITION AND CONSTRUCTION:

5.7. **BOUNDARY WALLS:** The Second Party/Developers/Builders at its own costs and expenses shall be entitled to construct boundary walls to secure the Subject Property i.e. the First Schedule property or any part thereof as and when deemed fit and proper.

5.8. **CONSTRUCTION:** The Second Party shall construct and build the multi-storeyed Building or Buildings and erect and install the Common Portions relevant to the use of the Owners/Occupiers/Occupiers in the project Complex in accordance with the Planning of the Second Party, Developers/ Builders and upon due compliance of the Building Plans and laws affecting the same. The Second Party, Developers/Builders/Promoter shall have the sole and complete rights and obligations in respect of all aspects of development and construction including the construction, elevation, beautification, pathways, walkways, driveways, division or demarcation of the Project Site into different portions by way of walls or fencing or any other means whatsoever, signages to be put up etc.

5.9. **GOOD CONSTRUCTION:** The Second Party Developers/Builders shall cause the construction in a good and workman like manner with good quality 1st class building materials and the First Party/Land Owners shall have every right to inspect the quality of building materials and standard of construction.

5.10. **UTILITIES:** The Second Party Developers/Builders shall apply for and to obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the Project site at the First Schedule property.

5.11. **GENERAL AUTHORITY:** The Second Party/Developers/Builders shall be authorized and empowered in its own name and also in the name of the First Party/Land Owners, insofar as may be necessary, to apply for and obtain all permission, approval and clearances from any authority whether local, state or central for the construction of the Project and also to sign and execute all plans, sketches, papers and applications and get the same submitted to and sanctioned by the appropriate authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or

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reconstructions on the Project Site at the First Schedule property or any portion thereof and/or for obtaining any utilities and permissions.

5.12. **CONSTRUCTION TEAM:** The Architect and the entire team of people required for Planning and Constructions at the Project Site at the First Schedule property shall be such person as may be selected and appointed by the Second Party/Developers/Builders in its sole discretion.

5.13. **TIME FOR CONSTRUCTION:** The Second party shall prepare construction plan within 15 months from the date of execution and registration of this agreement and submit it for sanction to the appropriate authority subject to obtaining conversion etc. and shall complete construction of the land Owners' share of allocation within a period of 48 (Forty eight) months from the date of obtaining sanction of the construction plan and project plan subject to an enhancement period of 6 (Six) months as grace period. Completion of land Owners' share shall be treated as complete, if it be in habitable condition which shall mean and include indoor finishing, with regular water, sanitary, electrical and civic amenities as provided under the W.B. Apartment Ownership Act, 1972 and also to obtain necessary Completion Certificate from the Concerned Authority and its subsequent amendment, if any, or any other law for the time being in force. Be it specifically noted that the builder may at his sole discretion start construction of the Owners share of allocation simultaneously with second parties share of allocation.

PART-IV # COSTS OF CONSTRUCTION:

5.14. **COSTS OF CONSTRUCTION:** All costs and expenses for Planning, preparation and sanctioning of Building Plans and construction of the entire project comprising of sets of multi-storeyed buildings and other construction including other amenities, lifts and other installations, fittings and fixtures etc. as per sanction plan to be completed in all respect and in terms hereof shall be borne and paid by the Second Party/Developers/Builders. The Land Owners shall not spend even a single coin for the purpose of construction work including common amenities in the First Schedule property i.e. at the Project Site including amalgamated area if any.

ARTICLE VI # FIRST PARTY'S ALLOCATIONS AND DEMARCATION AND IDENTIFICATION:

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6. FIRST PARTY'S/LAND OWNERS' ALLOCATION:

6.1.1. FIRST PARTY'S ENTITLEMENT: The First Party/Land Owners shall be allocated constructed areas as mentioned in the SECOND SCHEDULE along with proportionate share in land underneath together with common user of all facilities and/or amenities attached thereto and such entitlement shall mean and include residential flats, parking space, commercial spaces along with all common areas and facilities (which shall spread over the amalgamated area if any).

6.1.2. ALLOTMENT: It is expressly agreed and understood by and between the parties in this regard that the location of the First Party's/Land Owners' Allocation shall be in the floors in respect of commercial areas, flats, parking space and other constructed areas in the multi-storeyed buildings under several blocks and the same mentioned in the SECOND SCHEDULE would be "ear-marked" soon after obtaining the sanctioned buildings or project plan. The Second Party/Developers/Builders shall be made and/or issue an allotment letter in writing allotting the Unit or Units on the following conditions: such ear marking shall be made first by the first party then the second party and vice-versa.

It is also bi-laterally agreed by and between the parties that the allocation and/or allotment of the owners companies shall be made jointly, but not individually.

6.1.3. VARIATION OF ALLOTMENT: In case due to any change in the Planning in respect of the Project or due to reduction of the area of the First Party's/Land Owners' Entitlement due to any reasons, the location of the Buildings or the First Party's Allocation is desired or required to be changed and subject to approval of the Land Owners, the Second Party/Developers/Builders shall be free to change such location at the request of the Land Owners.

6.1.4. CONSEQUENCES ON SANCTION OR MODIFICATION OF BUILDING PLANS: In case upon sanction of the Building Plans or due to any modification of the Building Plans the location, dimension or area of any part of the Unit comprised in the First Party's/Land Owners' Allocation are required to be varied or changed, the Second Party shall be free to make such variation.

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6.2. **SECOND PARTY'S ALLOCATION:** Except the entitlement of the First Party/Land Owners as regards the First Party's Allocation, the First Party/Land Owners shall not have any right, title or interest in the Project Site or Complex or the Buildings or any parts thereof which shall all comprise in and belong to the Second Party/Developers/ Builders.

6.3. **COMMON PORTIONS:**

6.3.1. The Second Party shall provide for the availability of Common Portions on a phase wise basis providing for —

- i) Passages and pathways for ingress and egress by the First Party/Land Owners in respect of the First Party's Allocation;
- ii) electricity, drainage and sewerage and water connections;
- iii) lifts and staircases in the Buildings;

The first party shall be entitled to all of the common facilities and its spread over to the amalgamated areas if any ;


6.3.2. **The Second Party shall be entitled :-**

- i) to erect, install and/or operationalize the Common Portions in phases in accordance with the specification and in terms of the sanctioned building plan or plans;
- ii) Until completion of the Development of the entire Project Site or until such earlier time as the Second Party may deem fit and proper, to allow or permit only provisional and/or partial use of any of the Common Portions;
- iii) to change the location, dimension, capacity or any other physical or in-built specifications of any Common Portions in phases and from time to time to erect, install or shift any Portion into any new phase or other portions of the Project Site in the "First Schedule plot of land";
- iv) to erect temporary or permanent boundary between the different phases if at all necessary and to remove the same at any time or upon the completion of the later phase as the Second Party may deem fit and proper;



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v) to effect temporary closure, shifting, relocating, change of capacity, dimension, physical or in-built specifications or any other addition or alteration to any of Common Portion, however with the concurrence of all the Land Owners.

6.3.3. The Second Party shall be free to impose restrictions and conditions for the use of the Common Portions;

6.3.4. The Second Party shall be free to alter the location or areas of the Common Portions within any Phase and between different phases from time to time with the consent of the Land Owners;

6.3.5. The both the parties shall be provided common entrances of the project and other Common Portions for different groups of Transferees;

6.4. **SIGNAGES:** Notwithstanding the other provisions hereof, it is expressly agreed that the Second Party shall have the sole and exclusive rights in respect of putting up or allowing to be put up signages, hoardings, banners, etc., at the Project Site and/or any other constructed and open spaces thereat for the purpose of the project.

6.5.1. Before issuing notice to the First Party/Land Owners to take possession of the First Party's Allocation of the First Party/Land Owners as aforesaid, the Second Party shall construct and complete the same with availability of temporary or permanent water, electricity and drainage connections and obtain Completion Certificate of the Architect in respect thereof. Notwithstanding such delivery of possession of the First Party's Allocation, the Second Party shall complete the finishing works that may remain incomplete for the concerned Phase subsequently with issuance of completion certificate from the local Panchayet Authority after completion of the entire project.

6.5.2. The First Party/Land Owners hereby confirms and accepts as follows :-

i) That construction work and related activities shall continue to be carried on in the Project Site in respect of the same or remaining phases and the use of the First Party's Allocation shall be subject to the inconveniences caused thereby and also be subject to such additions and alterations in the



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infrastructure support systems, pipelines, wires and cables etc., as may be necessary.

ii) All the Common Portions shall not be completed before the final completion of the entire development works in the proposed Complex.

iii) The elevation works and decoration and beautification works, relief and land layout works, permanent connections relating to the common amenities may be part of the last phase of construction at the Project Site in the First Schedule property;

6.6. CONDITIONS ATTACHED TO OWNERSHIP OF FIRST PARTY'S ALLOCATION: Upon identification of the First Party's Allocation in terms hereof, the First Party/Land Owners shall enter upon necessary agreements in respect thereof recording such allocation and also containing the covenants, conditions and restrictions regarding the ownership user and enjoyment of the First Party's/Land Owners' Allocation. The First Party/Land Owners at their own option may get the First Party's/Land Owners' Allocation registered in the name of the First Party/Land Owners or their nominees or assignees at their own choice without any concurrence of the Second Party, however after delivery of physical possession in their favour in terms of this Memorandum of Agreement.

6.7. SEPARATE CONFIRMATION: Subject to consent or approval, if any, required by the First Party, the Second Party will confirm handing over of possession of the First Party's/Land Owners' Allocation to the First Party vide a letter printed on non-judicial stamp paper of denomination of rupees fifty mentioning the details of the First Party's/Land Owners' Allocation therein vide in the manner prescribed in the table under **SECOND SCHEDULE** hereunder written.

**ARTICLE VII # TRANSFER, REALIZATION & DEVELOPMENT AND
TRANSFER OF NON RESIDENTIAL BLOCKS AND FACILITIES:**

7. TRANSFER OF INDIVIDUAL ALLOCATIONS:

7.1. TRANSFER OF THE SECOND PARTY'S ALLOCATION GENERALLY:

The Second Party shall be free to deal with, Transfer or part with possession of any part of the Second Party's Allocation to its Transferees without any interference or obstruction from the First Party/Land Owners, provided always transfer of Second Party's allocated areas shall be done after delivery of

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allocated areas of the First Party/Land Owners in well and habitable condition both in the residential as well as commercial areas.

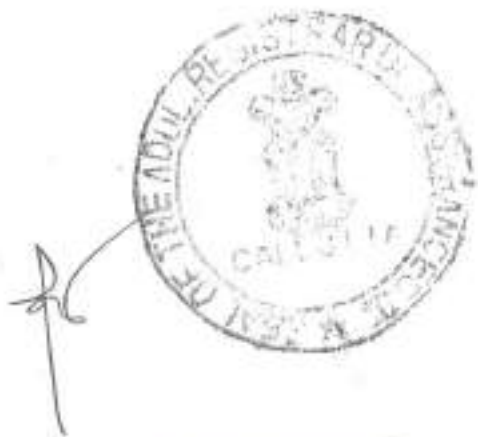
7.2.1 RIGHT TO TRANSFER ALLOCATIONS AND CONDITIONS GENERALLY

AFFECTING THE SAME: The First Party and the Second Party shall be entitled to Transfer their Allocations to such person and at such price/consideration as they may respectively deem fit and proper Provided However That:

- i) The First Party/Land Owners shall execute and register the sale deeds and other instruments in respect of sale or transfer of the First Party's/Land Owners' Allocation, after taking over delivery of physical possession from the Second Party;
- ii) Any transfer by the First Party/Land Owners shall be at their own risks and consequences;

7.2.2. OTHER CONDITIONS AFFECTING TRANSFER OF ALLOCATIONS: Save and subject to any restriction, condition, limitation and provision contained elsewhere in this agreement :-

- i) The First Party/Land Owners do hereby also accord their consent and authorization to the Second Party to enter into the agreements and contracts with the prospective Transferees in respect of the Second Party's Allocations or any part thereof without making the First Party/Land Owners a party thereto. However, If so required by the Second Party, the First Party/Land Owners shall, notwithstanding the consent and authorization above, and without claiming any consideration or money, join in as confirming party to all such agreements and contracts agreeing and confirming, inter alia, thereunder to convey or transfer their title in respect of the proportionate undivided share in the land to the prospective Transferees of the Allocation of the Second Party;
- ii) The Second Party doth hereby also accord their consent and authorization to the First Party/Land Owners to enter into the agreements and contracts with the prospective Transferees/ Buyers in respect of the First Party's/Land Owners' Allocation upon completion of the construction without making the Second Party a party thereto.



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iii) The First Party/Land Owners would execute and register the sale deeds and other instruments of transfer to complete the sale or transfer of the undivided shares in the land of the Subject Property i.e. the First Schedule property or any part thereof in favour of the prospective Transferees/Buyers in accordance with Law.

7.2.3. REALIZATION AGAINST INDIVIDUAL ALLOCATION AND APPROPRIATION:

i) All amounts and consideration receivable by the Second Party under any agreements, contracts and deeds in respect of the Second Party's Allocation shall be to the account of and shall be received, realized and appropriated by the Second Party exclusively and the First Party/Land Owners shall have no concern therewith.

ii) Subject to the other provisions hereof, all amounts and consideration receivable by the First Party/Land Owners under any agreements, contracts and deeds in respect of the First Party's/Land Owners Allocation shall be received, realised and appropriated by the First Party/Land Owners exclusively and the Second Party shall have no concern therewith.

7.3. PROVISION FOR NON RESIDENTIAL DEVELOPMENT: The Second Party/Developers/Builders shall be at liberty to plan and construct, Non Residential Units and/or non-residential buildings/ blocks at the Project Site or any phase thereof. Such non-residential Units/buildings/blocks may include the construction of Club or any Recreational Area, School or other Educational Area, Medical Facilities, Cultural and Ceremonial Areas, Lodging and Boarding Areas or Hotel/Restaurant and any other Assembly, Commercial or Mercantile uses.

ARTICLE VIII # ADVANCE:

8. TOTAL ADVANCE AMOUNT:

8.1. Subject to the other terms hereof, the Second Party has agreed to pay aggregating a sum of **Rs. 1,00,00,000/- (Rupees One Crore)** only to all the Land Owners as being "**Adjustable Security Deposit**" out of which a sum of **Rs. 75,00,000/- (Rupees Seventy Five Lakhs)** only shall be paid to the Land Owners, as per Memo of Consideration written hereunder, at or before the

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execution and registration of this Development Agreement, and the Development Power of Attorney and the balance sum of Rs. 25,00,000/- (Rupees Twenty Five Lakhs) only shall be paid within 30 days from the date of approval/sanction of the Project Plan.

ARTICLE IX # EXTRAS & DEPOSITS, COMMON PURPOSES AND TAX LIABILITIES

9. EXTRAS AND DEPOSITS:

9.1. **EXTRAS** which shall include all costs, charges and expenses on account of HT & LT power (including Sub-station, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts and deposits payable to the electricity service provider, all costs, charges and expenses on account of one or more generators and like other power-backup equipment and all their accessories (including cables, panels and the like), Cost of formation of service maintenance company/society, Club Membership and Usage charges, Additional Facility or Utility Charges etc., and all other extras, costs and charges incidental thereto that may be charged by the Second Party/Developers/Builders from the Transferees of both the parties including the Land Owners/Party of the First Part i.e. to say all the occupants and occupiers within the housing complex to make it clear that the costs of HT, LT power shall not be charged in respect of the flats/apartments retained by the Land Owners, but their transferees shall be charged like all other Purchasers.

10. COMMON PURPOSES:

10.1. The First Party/Land Owners and any Transferee of the First Party's Allocation shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Second Party and adopted for or relating to the Common Purposes.

10.2. Furthermore, while dealing with and/or entering into any agreements and other documents of transfer of their respective allocations or any part thereof, the First Party shall necessarily incorporate all rules, regulations restrictions and conditions framed by the Second Party as aforesaid.

10.3. The expression "Common Purposes" shall mean and include the purpose of maintaining, administering, up-keep and security of the developments at the Project Site or any part thereof and in particular the Common Portions; rendition of common services in common to the occupants and Transferees of the

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developments at the Project Site; collection and disbursement of the common expenses; the purpose of regulating mutual rights obligations and liabilities of occupiers of the Project; and dealing with all matters of common interest of the occupiers of the Project.

10.4. MAINTENANCE IN-CHARGE:

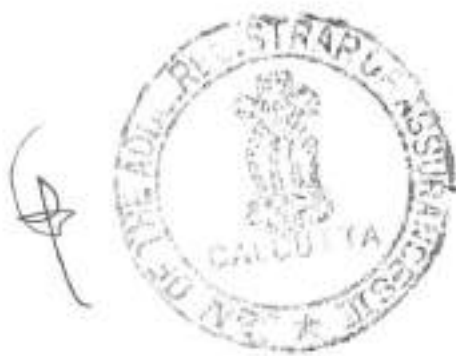
10.4.1. The Second Party shall upon completion of the construction of the Complex or any phase thereof as the Second Party may deem fit and proper form an Association (which may be a Society or Company or Association or Co-operative Society as may be deemed proper and expedient) for the Common Purposes and till such time as the Association is formed the Second Party or its nominee shall be in charge for the Common Purposes till such time as the Second Party desires to keep such charge;

10.4.2. In case the Second Party communicates the First Party and other Transferees to form such Association, they shall be bound to form the same within the period stipulated by the Second Party failing which the Transferees collectively shall be responsible for the role of the Association.

10.4.3. Until formation of the Association and handover of the charge of the Common Purposes or any aspect thereof to the Association, the Second Party 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 Second Party may deem fit and proper. All charges of such agencies and organizations shall be part of the Common Expenses;

10.4.4. 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 privileges of the parties hereto.

10.4.5. The expression "Maintenance-in-charge", shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and till such time the Association is formed and takes charge of the acts relating to the Common Purposes mean the Second Party or the Transferees (collectively) as the case may be in terms of Clause 10.4 and sub-clauses thereof.



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ARTICLE X # COVENANTS

11. COVENANTS BY THE FIRST PARTY:

11.1. The First Party do hereby covenant with the Second Party as follows :-

11.1.1. That each and every representation made by the First Party/Land Owners hereinabove are all true and correct and agrees and covenants to perform each and every representation and the failure in such performance or detection of any representation as false (partially or wholly) or incorrect or misleading shall amount to breach and default of the terms and conditions of this agreement by the First Party/Land Owners.

11.1.2. That with effect from the date of execution hereof, the First Party/Land Owners shall neither deal with, transfer, let out or create any Encumbrance in respect of the Subject Property or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.

11.1.3. The First Party/Land Owners shall not be entitled to assign the interest of this Agreement or any part thereof as from the date hereof in any way or in any manner whatsoever.

11.1.4. That the First Party 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.

11.1.5. That the First Party/Land Owners shall not cause any interference or hindrance in the sanction/modification/alteration of Sanction Plans in terms hereof, construction and development at the Project Site by the Second Party and/or Transfer of the Second Party's Allocation and not to do any act, deed or thing whereby any right of the Second Party hereunder may be affected nor make any claim whatsoever in any other part or portion of the Project Site except the First Party's Allocation.

11.1.6. For all or any of the purposes contained in this agreement, the First Party shall render all assistance and co-operation to the Second Party and sign execute, submit and deliver at the costs and expenses of the Second Party all

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plans, specifications, undertakings, declarations, no objections, disclaimers, releases, papers, documents, powers and authorities as may be lawfully or reasonably required by the Second Party from time to time.

11.1.7. It is bi-laterally agreed in between the parties hereto that the First Party, Land Owners shall bear proportionate costs or charges for installation of electrical transformer within the project for the reasons of consumption of electricity within the allocated areas of the First Party/Land Owners.

11.2. **COVENANTS BY THE SECOND PARTY:** The Second Party do hereby covenant with the First Party as follows :-

11.2.1. The Second Party doth hereby agree and covenant with the First Party not to do any act deed or thing whereby any right or obligation of the First Party hereunder may be affected or the First Party is prevented from making or proceeding with the compliance of the obligations of the First Party hereunder.

ARTICLE XI # FORCE MAJEURE:

12. Force Majeure :

12.1. Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise out of a breach or default by such Party of any of its obligations under this Agreement but which arises from, or is attributable to.

- i) Fire, Flood, Earthquake, storm, lightning, epidemic, disaster or such other unforeseen natural calamities;
- ii) Riots, civil commotion and disturbances, disorder, insurgency, explosion, enemy action or war or military operations or terrorist action;
- iii) Injunctions/orders of any government, civic bodies, municipal bodies or from any Court of Law having jurisdiction over the property or other statutory bodies or other authorities restraining the implementation of the Project;
- iv) Changes in law, notifications and/or government orders materially affecting the continuance or implementation of the Project;

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v) Any sort of Pandemic declared by the Government or restrictions imposed by the State authority over Transport.

12.2. Notwithstanding anything elsewhere to the contrary contained in this agreement, the parties hereto shall not be considered to be in default in performance of the 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.

ARTICLE XII # POWERS OF ATTORNEY AND OTHER POWERS:

13. POWERS BY FIRST PARTY:

13.1. The First Party/Land Owners shall simultaneously with the execution of these presents shall execute and/or register one Power of Attorney in favour of the Second Party's nominated persons namely, **Sri Sanjay Gupta**, the only nominated person of the Land Owners of the First Part to execute and perform the Development work in the proposed project.

13.2. **AUTHORITY AND ADDITIONAL POWERS:** It is understood that to facilitate the construction of Development at the Project Site by the Second Party and for obtaining necessary connections and utilities therein or therefor, various acts deeds matters and things not herein specified may be required to be done by the Second Party and for which the Second Party may need the authority of the First Party and various applications and other documents may be required to be signed or made by the First Party relating to which specific provisions may not have been mentioned herein. The First Party hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Second Party to be done in the matter and the First Party shall execute any such additional Power of Attorney and/or authorization as may be reasonably required by the Second Party for the purpose and the First Party 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 Second Party.

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Assurances III Kolkata**

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13.3. The said power or powers of attorney to be so granted by the First Party/ Land Owners to the Second Party/Developers/Builders and/or its nominee/s shall be exercised by the Attorney **Sri Sanjay Gupta** and shall form a part of this agreement and the First Party shall not be entitled to revoke, modify or alter the same without the prior written notice to the Second Party.

ARTICLE-XIII # MISCELLANEOUS:

14. MISCELLANEOUS:

14.1. **PROPERTY TAXES AND OUTGOINGS:** Until fulfilment of all obligations of the First Party hereunder, all taxes and outgoings (including arrears) on account of municipal tax, land revenue, land tax, electricity charges and others shall be borne and paid by the First Party/Land Owners till this day of execution of these presents and those arising for the period thereafter shall be borne and paid by the Second Party provided that upon construction of each phase of the Project, all taxes and outgoings in respect of the respective Allocations of the parties in such phase shall be borne paid and discharged by them;

14.2. **INDEMNITY BY FIRST PARTY:** At all times hereafter the First Party hereto shall indemnify and agree to keep the Second Party, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Second Party and arising due to any representation of the First Party being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the First Party.

14.3. **INDEMNITY BY SECOND PARTY:** At all times hereafter the Second Party hereto shall indemnify and agree to keep the First Party, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the First Party and arising due to any act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Second Party. The Second Party shall be liable for any lapses or accident during construction of the Complex or in the workmanship as mentioned herein.

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14.4. **NO PARTNERSHIP OR AOP:** The First Party and the Second Party have entered into this Agreement purely as a principal to principal 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.

14.5. **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 right of such Party to require performance of that provision. A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.

14.6. **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 First Party and the Second Party.

14.7. **CUSTODY OF ORIGINAL AGREEMENT:** This original agreement will be kept by the Second Party in its custody and the Second Party will provide the First Party with a xerox copy of this agreement authenticated as a True Copy for the First Party's record. That apart simultaneous with delivery of allocated areas of the owners with all other amenities in habitable condition, the owners shall hand over all original title deeds, link deeds and other documents of title to the land under the project to the Developers/Builders free from all encumbrances.

14.8. **AMALGAMATION** : Amalgamation shall mean and include, amalgamation of land under several dags as appearing the FIRST SCHEDULE, hereto, shall be deemed to be a "Single Plot of Land" for the purpose of execution of the proposed construction. The First Schedule Property is situated within the Local Limit of Rajarhat-Bishnupur No.1 Gram Panchayet.

15. JURISDICTION:

15.1. Only the Courts within the Jurisdiction of North 24 Parganas District at Barasat 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.

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THE FIRST SCHEDULE ABOVE REFERRED TO:
(Subject Property i.e. the property to be developed)

ALL THAT piece and parcel of Land measuring 56 (Fifty Six) Cottahs 02 (Two) Chittacks 39 (Thirty Nine) Square feet a little more or less with tiled shed structure measuring 300 Sq.ft. thereon, situate lying at and being C.S. Khatian Nos: 21, 37 & 44, R.S. Khatian Nos: 17, 73 & 77, R.S.&Hal L.R.Dag Nos: 64 (Sixty Four), 67 (Sixty Seven), 69 (Sixty Nine), 73 (Seventy Three)& 75 (Seventy Five), L.R. Khatian Nos: 183, 1249, 1250, 1251, 1261 and 1262, J.L. No: 30, Touzi No: 173, Mouza- **KALABERIA**, within the local limit of Rajarhat Bishnupur No.I Gram Panchayet, Additional District Sub-Registration Office Bidhan Nagar, Police Station- Rajarhat, District : North 24 Parganas.The said Property is butted and bounded as follows:-

- On the North** : By R.S & L.R Dag No. 74;
On the South : By R.S & L.R Dag Nos. 51 &66;
On the East : By R.S & L.R Dag No. 68 & 67(P);
On the West : By R.S & L.R Dag No. 64(P), 60 & 70;

THE SECOND SCHEDULE ABOVE REFERRED TO:

(First Partys'/Land Owners' Allocation)

The allocation of the Land Owners'/Party of the First Part shall be as under :

(a) The Land Owners'/Party of the First Part shall jointly get 27% (Twenty Seven Percent) of the total constructed areas containing Commercial areas, Car Parking spaces, Residential Flats/Units, and other constructed areas along with proportionate, undivided and impartible share in land and along with all sorts of rights of easements and right to common users in common areas within the Complex as envisaged or enumerated under sub-clause (v) of I. **DEFINITION** clause under heading (v) **FIRST PARTY'S** allocation which is reproduced as under :-

(b) "**First Party's Allocation**" shall mean and include 27% (Twenty Seven Percent) of the total constructed areas, both commercial and residential in average floors in all the Blocks along with "**Adjustable Advance**" sum of Rs. 1,00,00,000/- (Rupees One Crore) only paid hereto and to be paid to the Land

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owners, in accordance with their respective sharing ratio, more particularly described in the SIXTH SCHEDULE hereto together with proportionate, undivided and impartible share in the land underneath and shall include the right of the First Party in common with the Second Party/Developers/Builders/Promoters and all persons permitted by the Second Party to use such parts of the Common Portions therefor. To make it clear "Blockwise" Building Plan/Complex Plan will be prepared and soon after obtaining sanction from the concerned competent authority, Owners' allocated areas (flats & non-residential spaces) shall be "Ear-Marked" by way of putting joint initials of the parties and ear-marked copies shall be made in "DUPLICATE" and each of the parties hereto shall get one copy thereof for avoiding future conflicts. The allocation and choice there of shall be made as stated here in before.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Developers/Builders allocation)

That the DEVELOPERS'/BUILDERS' allocation shall mean and include : The remaining 73% (Seventy Three Percent) of constructed areas i.e. the remaining areas after giving delivery of physical possession of the allocated areas of the Owners/Party of the First Part more specifically described in the SECOND SCHEDULE hereinabove, under heading "Allocation of the Owners/Party of the First Part" in/or out of the "Subject Property" together with all right of easements including proportionate, undivided and impartible share in land underneath and appurtenances thereof including right of common users in all common areas and that the allocated areas of the Second Party/Developers/Builders/Promoters in terms of this Memorandum of Agreement absolutely free from all encumbrances.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

PART-I

1. **OUTGOINGS AND TAXES:** The First Party/Land Owners binds themselves and covenants to bear and pay and discharge the following expenses and outgoings :-

(a) Panchayet rates and taxes and water tax, if any, assessed on or in respect of the First Party's/Land Owners' Allocation and the Appurtenances directly to the Panchayet Authority, Local Body and Service Provider, Provided

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that so long as the First Party/Land Owners Allocation is not assessed separately for the purpose of such rates and taxes, the First Party/Land Owners shall pay the Maintenance charges in respect of the proportionate share of all such rates and taxes assessed on the said premises.

(b) All other taxes, impositions, levies, cess, outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the First Party's/Land Owners' Allocation or the Appurtenances or the Building or the said premises and whether demanded from or payable by the First Party or the Maintenance charges and the same shall be paid by the First Party wholly in case the same relates to the First Party's Allocation and/or the Appurtenances and proportionately in case the same relates to the Building or the said premises or any part thereof.

(c) Electricity charges for electricity consumed in or relating to the First Party's/Land Owners' Allocation and the Appurtenances (including any applicable minimum charges, proportionate share of the electricity charges for loss of electricity due to amortization and transmission).

(d) Charges for water, and other utilities consumed by the First Party and/or attributable or relatable to the First Party's Allocation and the Appurtenances against demands made by the concerned authorities and/or the Maintenance charges and in using enjoying and/or availing any other utility or facility, if exclusively in or for the First Party's Allocation and/or the Appurtenances, wholly and if in common with the other Co-owners, proportionately to the Maintenance charges or the appropriate authorities as the case may be.

(e) Proportionate share of all Common Expenses (including those mentioned in FOURTH SCHEDULE herein written) to the concerned Maintenance charges. In particular and without prejudice to the generality of the foregoing, the First Party/Land Owners shall pay to the Maintenance charges, to be calculated at such rate as be decided by the Second Party. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.

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(f) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the First Party.

(g) Service Tax, Vat, GST and any applicable tax, cess, imposition or levy in respect of any amounts and outgoings payable by the First Party and also all penalty surcharge, interest, costs, charges and expenses arising out of any delay, default or negligence on the part of the First Party/Land Owners in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

PART-II
(RULES AND REGULATIONS)

1. The First Party binds themselves and covenants :

(a) To use the First Party's/Land Owners' Allocation only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Second Party first had and obtained and shall not do or permit to be done any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral activity at the First Party's Allocation or any activity which may cause nuisance or annoyance to the Co-owners. It is expressly agreed that any restriction on the First Party/Land Owners shall not in any way restrict the right of the Second Party/Developers/Builders to use or permit any other Unit or portion of the New Building to be used for non-residential purposes.

(b) Unless the right of parking is expressly granted to the First Party/Land Owners, the First Party shall not park any motor car at any place in the said premises (including at the open spaces at the said premises) **AND** if the right to park motor car is so expressly agreed to be granted, the First Party/Land Owners shall use the Parking Space(s) so agreed to be granted, only for the purpose of parking of their medium sized motor car. No construction or storage of any nature shall be permitted nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever. The First Party/Land Owners shall be entitled to get their share in the parking spaces proportionate to their allocation.

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(c) To put or install window or split model air-conditioned Unit(s) only at the place(s) and in the manner specified by the Second Party and at no other place to strictly maintain the outer elevation synergy of the Building Complex.

(d) Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Buildings save at the place as be approved or provided by the Maintenance In-charge PROVIDED HOWEVER THAT nothing contained herein shall prevent the First Party to put a decent nameplate outside the main gate of his respective Unit. It is hereby expressly made clear that in no event the First Party shall open out any additional window or alter the size of any window as be provided in the First Party's Allocation or any other apparatus protruding outside the exterior of the First Party's Allocation.

(e) To apply for and obtain at their own costs separate assessment and mutation of the First Party's Allocation in the records of the Rajarhat-Bishnupur No.1 Gram Panchayet within 6 (six) months from the date of possession.

(f) Not to commit or permit to be committed any form of alteration or changes in the First Party's Allocation or in the beams, columns, pillars of the Building passing through the First Party's Allocation or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Building nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Buildings or any part thereof.

(g) Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.

(h) To allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the First Party's Allocation at all reasonable times for construction and completion of the Building and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the First Party's Allocation within 7 days of giving of a notice in writing by the Maintenance In-charge to the First Party/Land Owners thereabout.

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(i) To keep the First Party's Allocation and walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance and exit serving any other Unit in the Buildings in good and substantial repair and condition so as to support shelter and protect the other units and/or parts of the Building and not to do or cause to be done anything in or around the First Party's Allocation which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the First Party's Allocation.

(j) Not to commit or permit to be committed any alteration or changes in, or draw from outside the Buildings, the pipes, conduits, cables, wiring and other fixtures and fittings serving the First Party's/Land Owners' Allocation and any other Unit in or portion of the Building Complex.

(k) To co-operate with the Maintenance In-charge in the management maintenance control and administration of the Building Complex and the Premises and other Common Purposes.

(l) To keep the common areas, open space's, parking areas, paths, passages, staircase, lobby, landings etc. in the said premises free from obstructions and encroachments and in a clean and orderly manner and not to deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and Installations and the said Premises or dry or hang clothes outside the First Party's/Land Owners' Allocation.

(m) To abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Electricity Provider, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the First Party's Allocation as well as the user operation and maintenance of lift, generator, water, electricity, transformer, if any, drainage, sewerage and other installations and amenities at the Buildings Complex.

(n) Not to alter the outer elevation or facade or colour scheme of the New Building (including grills, verandahs, lounges, external doors and windows etc..) or any part thereof in any manner whatsoever including by putting or installing

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any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Second Party as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the First Party's/Land Owners' Allocation or the Buildings otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.

(o) Not to install grills the design of which have not been suggested or approved by the Second Party/Developers/Builders or the Architects.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(Specifications in respect of the Unit/s comprised in the
First Party's/Land Owners' Allocation)

- CONSTRUCTION** : R.C.C. Frame with brick built structure will be provided.
- DOORS** : All doorframes (size 4"x 2 ½") would be made of Sal wood, doors shutter would be flush doors made of commercial ply (Brahmaputtra ply or similar brand), all doors thickness 32 mm fitted with Cylindrical locks. Main door would be fitted with Godrej night latch lock. All windows would be made of natural colour aluminium sliding (two track) transparent plain white glass without any grill. All doors would be painted with white enamel paint (Berger Co., ICI or similar brand).
- FLOORING** : All Bed Rooms & Dinning-cum-Living, would be finished with Ivory Vitrified tiles (24" X 24") flooring and 4" skirting. Bath-rooms, Kitchen & Balcony would be finished with Ivory Ceramic tiles (12" X 12") flooring. The walls of the Toilet/Bathroom would finish with white glazed tiles in 60" height. Roof would be finished with roof tiles.

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Companies in Kolkata
22 DEC 2011

- SANITARY** : Standard Toilet would be provided with C.P. Shower, one EWC
- PLUMBING** : White commode (Parryware or other similar brand) with P.V.C. cistern (Reliance Co.). And in W. C. there would be only one tap. All taps & C.P. fittings of Essco (base model) or similar brand. There would be concealed line and geyser line in bathrooms. There would be One basin in common toilet (18"x12" Parryware or other similar brand) in each flat.
- KITCHEN** : Black Granite counter top, Stainless steel sink (17" x 20"), glazed wall tiles upto 2 ft above Black Granite counter.
- ELECTRICAL WORKS** :
- a. Concealed wiring in all flats (Copper electrical wire, Rajdhani or J.J.)
 - b. Each flat will be provided with the following electrical points :
(All switches modular type, Mylinc of legrand or other similar brand)
 - i) Bed room (each) -
 - 2 Light points.
 - 1 Fan point.
 - 1 Plug point (5 Amp)
 - ii) Dining/Drawing -
 - 2 Light points.
 - 1 Fan point,
 - 1 Plug point (15 Amp.)
 - 1 TV Power point
 - 1 Cable Point without Wire.
 - 1 Phone point without wire.
 - iii) Kitchen -
 - 1 Light point.
 - 1 Exhaust Fan point.
 - 1 Plug point (15 Amp)
 - iv) Toilet -
 - 1 Light point.
 - 1 Exhaust Fan point.
 - 1 Geyser point (15 Amp)
 - v) Verandah -
 - 1 Light point.

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vi) Entrance - 1 Door Bell point.

WATER : Overhead water tank is to be constructed for supply of water (24 hours).

PAINTING : Plaster of Paris inside walls.

OUTSIDE PAINTING : Snowcem 2 coats painting.

RAILING OF STAIR CASE : Railing of iron.

STAIR CASE PAINTING: Plaster of Paris.

LIFT : One MCD (Manual Collapsible Door) lift in each Block.

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THE SIXTH SCHEDULE ABOVE REFERRED TO:
(Adjustable Payment Schedule to the Land Owners)

Received from the Developers/Builders/Promoters a sum of Rs. 75,00,000/- (Rupees Seventy Five Lakh) only out of the total Adjustable amount of Rs. 1,00,00,000/- (Rupees One Crore) only as per Memo of Consideration written hereunder.

MEMO OF CONSIDERATION

- | | | |
|----|--|-----------------|
| a) | By Manager's Cheque No. 066398 dated 13.12.2021 drawn on HDFC Bank Ltd. in its Salt Lake Branch favouring the Land Owner No. 1, out of Rs. 35,00,000/- | Rs. 25,00,000/- |
| b) | By Manager's Cheque No. 066399 dated 13.12.2021 drawn on HDFC Bank Ltd. in its Salt Lake Branch favouring the Land Owner No. 2, out of Rs. 25,00,000/- | Rs. 20,00,000/- |
| c) | By Manager's Cheque No. 066403 dated 14.12.2021 drawn on HDFC Bank Ltd. in its Salt Lake Branch favouring the Land Owner No. 3, out of Rs. 20,00,000/- | Rs. 15,00,000/- |
| d) | By Manager's Cheque No. 066385, dated 10.12.2021, drawn on HDFC Bank Ltd. in its Salt Lake Branch favouring the Land Owner No. 4, out of Rs. 20,00,000/- | Rs. 15,00,000/- |

GRAND TOTAL Rs. 75,00,000/-

(Rupees Seventy Five Lakh only).

WITNESSES :

1) Sumit Sinha
 S/o. Late. Sandip Sinha
 171/B, A.P.C. Road
 P.O. - Shyambazar, P.S. - Shyambazar
 Pin - 700064

2) Biplos Chakrabarti

BY DEEPAK METAL WORKS (P) LTD

1) Nimai Mishra
 Director

2) Nimai Mishra
 NOBEL METAL INDUSTRIES
 Proprietor

3) Nimai Mishra

4) Nimai Mishra

SIGNATURE OF THE LAND OWNERS



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22 DEC 2021

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands and seals on this the Development Agreement the day, month and year first above written.

SIGNED, SEALED AND DELIVERED BY
THE PARTY OF THE FIRST PART/LAND
OWNERS AT KOLKATA in the presence of :

- 1) 1. Sumit Sinha
S/o. Late. Sandip Sinha
171/B, A.P.C. Road
P.O. - Shyambazar, PS. - Shyam
Dukur 2)
Pin - 700064
- 2) 2. Biplob Chakrabarty
S/o Late R.N. Chakrabarty
164A, Uttar Keshubdas Rd.
Kol-61.

For DEEPAK METAL WORKS (PVT.) LTD.

Nitar Mitra
Director

NOBEL METAL INDUSTRIES

Nitar Mitra
Proprietor

Nitar Mitra

Nemanjit Sinha

SIGNATURE OF THE LAND OWNERS/
PARTY OF THE FIRST PART.

SIGNED, SEALED AND DELIVERED BY
THE PARTY OF THE SECOND PART/
DEVELOPERS/PROMOTERS/BUILDERS
AT KOLKATA in the presence of :

- 1. Sumit Sinha
- 2. Biplob Chakrabarty

YELLOW SAND REALESTATE LLP

Sanjay Chatterjee
Partner

SIGNATURE OF THE DEVELOPERS /
BUILDERS / PARTY OF THE SECOND
PART.

Drafted by me :
as per declaration in
documents by the parties.

H. C. Karanaker
ADVOCATE,
High Court, Calcutta
Enrolment No: WR/8671'83.

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22 DEC 2021

SPECIMEN FORM FOR TEN FINGER PRINTS

Sl. No.	Signature of the Executants/Presentant	LEFT HAND				
		Little	Ring	Middle	Fore	Thumb
 	LEFT HAND					
	Little	Ring	Middle	Fore	Thumb	
						
	RIGHT HAND					
	Thumb	Fore	Middle	Ring	Little	
						
 	LEFT HAND					
	Little	Ring	Middle	Fore	Thumb	
						
	RIGHT HAND					
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 	LEFT HAND					
	Little	Ring	Middle	Fore	Thumb	
						
	RIGHT HAND					
	Thumb	Fore	Middle	Ring	Little	
						
<div style="text-align: center; font-size: 2em; opacity: 0.5;">/</div>	LEFT HAND					
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	RIGHT HAND					
	Thumb	Fore	Middle	Ring	Little	

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Assurances III Kolkata
22 JUL 2021



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

GRN Details

GRN: 192021220142782191 Payment Mode: Online Payment
GRN Date: 22/12/2021 09:50:11 Bank/Gateway: HDFC Bank
BRN : 1659309692 BRN Date: 22/12/2021 09:12:46
Payment Status: Successful Payment Ref. No: 2002580314/1/2021
[Query No*/Query Year]

Depositor Details

Depositor's Name: YELLOWSAND REALESTATE LLP
Address: AD-169, SALT LAKE SECTOR-1, KOL-64
Mobile: 9331018602
Contact No: 9331018602
Depositor Status: Others
Query No: 2002580314
Applicant's Name: Mr Sanjay Gupta
Identification No: 2002580314/1/2021
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002580314/1/2021	Property Registration- Stamp duty	0030-02-103-003-02	74521
2	2002580314/1/2021	Property Registration- Registration Fees	0030-03-104-001-16	75021
			Total	149542

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



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Major Information of the Deed



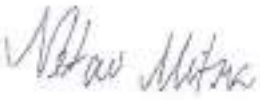


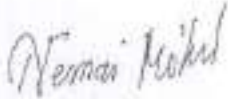
Deed No :	I-1903-15430/2021	Date of Registration	22/12/2021
Query No / Year	1903-2002580314/2021	Office where deed is registered	
Query Date	10/12/2021 11:08:29 AM	1903-2002580314/2021	
Applicant Name, Address & Other Details	Sanjay Gupta AD-169, Salt Lake City, Sector-I, Thana : North Bidhannagar, District : North 24-Parganas, WEST BENGAL, PIN - 700064, Mobile No. : 9932023029, Status :Buyer/Claimant		
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 : 75,00,000/-]		
Set Forth value	Market Value		
	Rs. 3,03,97,120/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 75,105/- (Article:E, E, B)		
Remarks			

Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Kalaberia, JI No: 30, Pin Code : 700135

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-64 (RS :-)	LR-1249	Bastu	Shali	5 Katha 8 Chatak 18 Sq Ft		29,89,437/-	Width of Approach Road: 6 Ft.,
L2	LR-67 (RS :-)	LR-1250	Bastu	Shali	20 Katha 13 Chatak 9 Sq Ft		1,12,67,878/-	Width of Approach Road: 6 Ft.,
L3	LR-69 (RS :-)	LR-1251	Bastu	Shali	16 Katha 1 Chatak 41 Sq Ft		87,21,822/-	Width of Approach Road: 6 Ft.,
L4	LR-73 (RS :-)	LR-1261	Bastu	Shali	6 Katha 9 Chatak 16 Sq Ft		35,62,826/-	Width of Approach Road: 6 Ft.,
L5	LR-75 (RS :-)	LR-1262	Bastu	Shali	7 Katha 2 Chatak		38,55,157/-	Width of Approach Road: 6 Ft.,
		TOTAL :			92.6956Dec	0 /-	303,97,120 /-	
		Grand Total :			92.6956Dec	0 /-	303,97,120 /-	



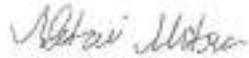


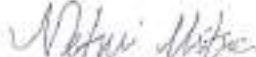


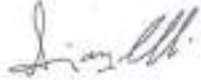
Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	DEEPAK METAL WORKS PVT LTD 121, Beliaghata Main Road, City:- , P.O:- Beliaghata, P.S:-Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN:- 700010 , PAN No.:: AAxxxxxx4B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative			
2	NOBEL METAL INDUSTRIES 101/C, Masjid Bari Street, City:- , P.O:- Burtola, P.S:-Burtola, District:-Kolkata, West Bengal, India, PIN:- 700006 , PAN No.:: AExxxxxx0K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative			
3	Name	Photo	Finger Print	Signature
	Mr NETAI MITRA Son of Mr Bejoy Kumar Mitra Executed by: Self, Date of Execution: 22/12/2021 , Admitted by: Self, Date of Admission: 22/12/2021 ,Place : Office			
		22/12/2021	LTI 22/12/2021	22/12/2021
	Masjid Bari Street, City:- , P.O:- Burtola, P.S:-Burtola, District:-Kolkata, West Bengal, India, PIN:- 700006 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AExxxxxx0K, Aadhaar No: 91xxxxxxxx1962, Status :Individual, Executed by: Self, Date of Execution: 22/12/2021 , Admitted by: Self, Date of Admission: 22/12/2021 ,Place : Office			
4	Name	Photo	Finger Print	Signature
	Mr NEMAI MITRA Son of Mr Bejoy Kumar Mitra Executed by: Self, Date of Execution: 22/12/2021 , Admitted by: Self, Date of Admission: 22/12/2021 ,Place : Office			
		22/12/2021	LTI 22/12/2021	22/12/2021
	Masjid Bari Street, City:- , P.O:- Burtola, P.S:-Burtola, District:-Kolkata, West Bengal, India, PIN:- 700006 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AExxxxxx6E, Aadhaar No: 53xxxxxxxx0252, Status :Individual, Executed by: Self, Date of Execution: 22/12/2021 , Admitted by: Self, Date of Admission: 22/12/2021 ,Place : Office			




Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	YELLOW SAND REALESTATE LLP Dwarka Vedmani, AD-169, Sector-I, Salt Lake City, City:- , P.O:- Bidhannagar, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700064 , PAN No.:: AAxxxxxx4N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr NETAI MITRA Son of Mr Bejoy Kumar Mitra Date of Execution - 22/12/2021, , Admitted by: Self, Date of Admission: 22/12/2021, Place of Admission of Execution: Office			
	Dec 22 2021 12:41PM LTI 22/12/2021 22/12/2021	101/C, Masjid Bari Street, City:- , P.O:- Burtola, P.S:-Burtola, District:-Kolkata, West Bengal, India, PIN:- 700006, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AExxxxxx0K, Aadhaar No: 91xxxxxxxx1962 Status : Representative, Representative of : DEEPAK METAL WORKS PVT LTD (as Director)		
2	Name Mr NETAI MITRA Son of Mr Bejoy Kumar Mitra Date of Execution - 22/12/2021, , Admitted by: Self, Date of Admission: 22/12/2021, Place of Admission of Execution: Office			
	Dec 22 2021 12:43PM LTI 22/12/2021 22/12/2021	101/C, Masjid Bari Street, City:- , P.O:- Burtola, P.S:-Burtola, District:-Kolkata, West Bengal, India, PIN:- 700006, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AExxxxxx0K, Aadhaar No: 91xxxxxxxx1962 Status : Representative, Representative of : NOBEL METAL INDUSTRIES (as Proprietor)		
3	Name Mr SANJAY GUPTA (Presentant) Son of Mr Gopai Prasad Gupta Date of Execution - 22/12/2021, , Admitted by: Self, Date of Admission: 22/12/2021, Place of Admission of Execution: Office			
	Dec 22 2021 12:41PM LTI 22/12/2021 22/12/2021	Dwarka Vedmani, AD-169, Sector-I, Salt Lake City, City:- , P.O:- Bidhannagar, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700064, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx7Q, Aadhaar No: 70xxxxxxxx7284 Status : Representative, Representative of : YELLOW SAND REALESTATE LLP (as Partner)		

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SUMIT SINHA Son of Late Sandip Sinha 171/B, APC Road, City:- Kolkata, P.O:- Shyambazar, P.S:-Shyampukur, District:- Kolkata, West Bengal, India, PIN:- 700004			
	22/12/2021	22/12/2021	22/12/2021

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	DEEPAK METAL WORKS PVT LTD	YELLOWSAND REALESTATE LLP-2.27906 Dec
2	NOBEL METAL INDUSTRIES	YELLOWSAND REALESTATE LLP-2.27906 Dec
3	Mr NETAI MITRA	YELLOWSAND REALESTATE LLP-2.27906 Dec
4	Mr NEMAI MITRA	YELLOWSAND REALESTATE LLP-2.27906 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	DEEPAK METAL WORKS PVT LTD	YELLOWSAND REALESTATE LLP-8.59031 Dec
2	NOBEL METAL INDUSTRIES	YELLOWSAND REALESTATE LLP-8.59031 Dec
3	Mr NETAI MITRA	YELLOWSAND REALESTATE LLP-8.59031 Dec
4	Mr NEMAI MITRA	YELLOWSAND REALESTATE LLP-8.59031 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	DEEPAK METAL WORKS PVT LTD	YELLOWSAND REALESTATE LLP-6.64927 Dec
2	NOBEL METAL INDUSTRIES	YELLOWSAND REALESTATE LLP-6.64927 Dec
3	Mr NETAI MITRA	YELLOWSAND REALESTATE LLP-6.64927 Dec
4	Mr NEMAI MITRA	YELLOWSAND REALESTATE LLP-6.64927 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	DEEPAK METAL WORKS PVT LTD	YELLOWSAND REALESTATE LLP-2.7162 Dec
2	NOBEL METAL INDUSTRIES	YELLOWSAND REALESTATE LLP-2.7162 Dec
3	Mr NETAI MITRA	YELLOWSAND REALESTATE LLP-2.7162 Dec
4	Mr NEMAI MITRA	YELLOWSAND REALESTATE LLP-2.7162 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	DEEPAK METAL WORKS PVT LTD	YELLOWSAND REALESTATE LLP-2.93906 Dec
2	NOBEL METAL INDUSTRIES	YELLOWSAND REALESTATE LLP-2.93906 Dec
3	Mr NETAI MITRA	YELLOWSAND REALESTATE LLP-2.93906 Dec
4	Mr NEMAI MITRA	YELLOWSAND REALESTATE LLP-2.93906 Dec

Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Kalaberia, JI No: 30,
Pin Code : 700135

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 64, LR Khatian No:- 1249		Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 67, LR Khatian No:- 1250		Seller is not the recorded Owner as per Applicant.
L3	LR Plot No:- 69, LR Khatian No:- 1251	Owner:শিবরং মিত্র, Gurdian:শিবরং , Address:শিবরং , Classification:শিবরং, Area:0.05000000 Acre,	Mr NETAI MITRA
L4	LR Plot No:- 73, LR Khatian No:- 1261		Seller is not the recorded Owner as per Applicant.
L5	LR Plot No:- 75, LR Khatian No:- 1262		Seller is not the recorded Owner as per Applicant.

On 22-12-2021

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

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

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

Presented for registration at 12:28 hrs on 22-12-2021, at the Office of the A.R.A. - III KOLKATA by Mr SANJAY GUPTA ,

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 3,03,97,120/-

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

Execution is admitted on 22/12/2021 by 1. Mr NETAI MITRA, Son of Mr Bejoy Kumar Mitra, Masjid Bari Street, P.O: Burtola, Thana: Burtola, , Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by Profession Business, 2. Mr NEMAI MITRA, Son of Mr Bejoy Kumar Mitra, Masjid Bari Street, P.O: Burtola, Thana: Burtola, , Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by Profession Business

Identified by Mr SUMIT SINHA, , Son of Late Sandip Sinha, 171/B, APC Road, P.O: Shyambazar, Thana: Shyampukur, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700004, by caste Hindu, by profession Private Service

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

Execution is admitted on 22-12-2021 by Mr NETAI MITRA, Director, DEEPAK METAL WORKS PVT LTD, 121, Beliaghata Main Road, City:- , P.O:- Bellaghata, P.S:-Bellaghata, District:-South 24-Parganas, West Bengal, India, PIN:- 700010

Identified by Mr SUMIT SINHA, , Son of Late Sandip Sinha, 171/B, APC Road, P.O: Shyambazar, Thana: Shyampukur, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700004, by caste Hindu, by profession Private Service

Execution is admitted on 22-12-2021 by Mr NETAI MITRA, Proprietor, NOBEL METAL INDUSTRIES (Sole Proprietorship), 101/C, Masjid Bari Street, City:- , P.O:- Burtola, P.S:-Burtola, District:-Kolkata, West Bengal, India, PIN:- 700006

Identified by Mr SUMIT SINHA, , Son of Late Sandip Sinha, 171/B, APC Road, P.O: Shyambazar, Thana: Shyampukur, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700004, by caste Hindu, by profession Private Service

Execution is admitted on 22-12-2021 by Mr SANJAY GUPTA, Partner, YELLOWSAND REALESTATE LLP, Dwarka Vedmani, AD-169, Sector-I, Salt Lake City, City:- , P.O:- Bidhannagar, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700064

Identified by Mr SUMIT SINHA, , Son of Late Sandip Sinha, 171/B, APC Road, P.O: Shyambazar, Thana: Shyampukur, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700004, by caste Hindu, by profession Private Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 75,105/- (B = Rs 75,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 84/-, by online = Rs 75,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/12/2021 9:52AM with Govt. Ref. No: 192021220142782191 on 22-12-2021, Amount Rs: 75,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1659309692 on 22-12-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 500/- by online = Rs 74,521/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1512, Amount: Rs.500/-, Date of Purchase: 08/10/2021, Vendor name: Mita Dutta
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 22/12/2021 8:52AM with Govt. Ref. No: 192021220142782191 on 22-12-2021, Amount Rs: 74,521/-, Bank:
HDFC Bank (HDFC0000014), Ref. No. 1659309692 on 22-12-2021, Head of Account 0030-02-103-003-02



Probir Kumar Golder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

स्थायी खाते संख्या / PERMANENT ACCOUNT NUMBER
AABCD0454B

कंपनी का नाम
DEEPAK METAL WORKS PVT LTD

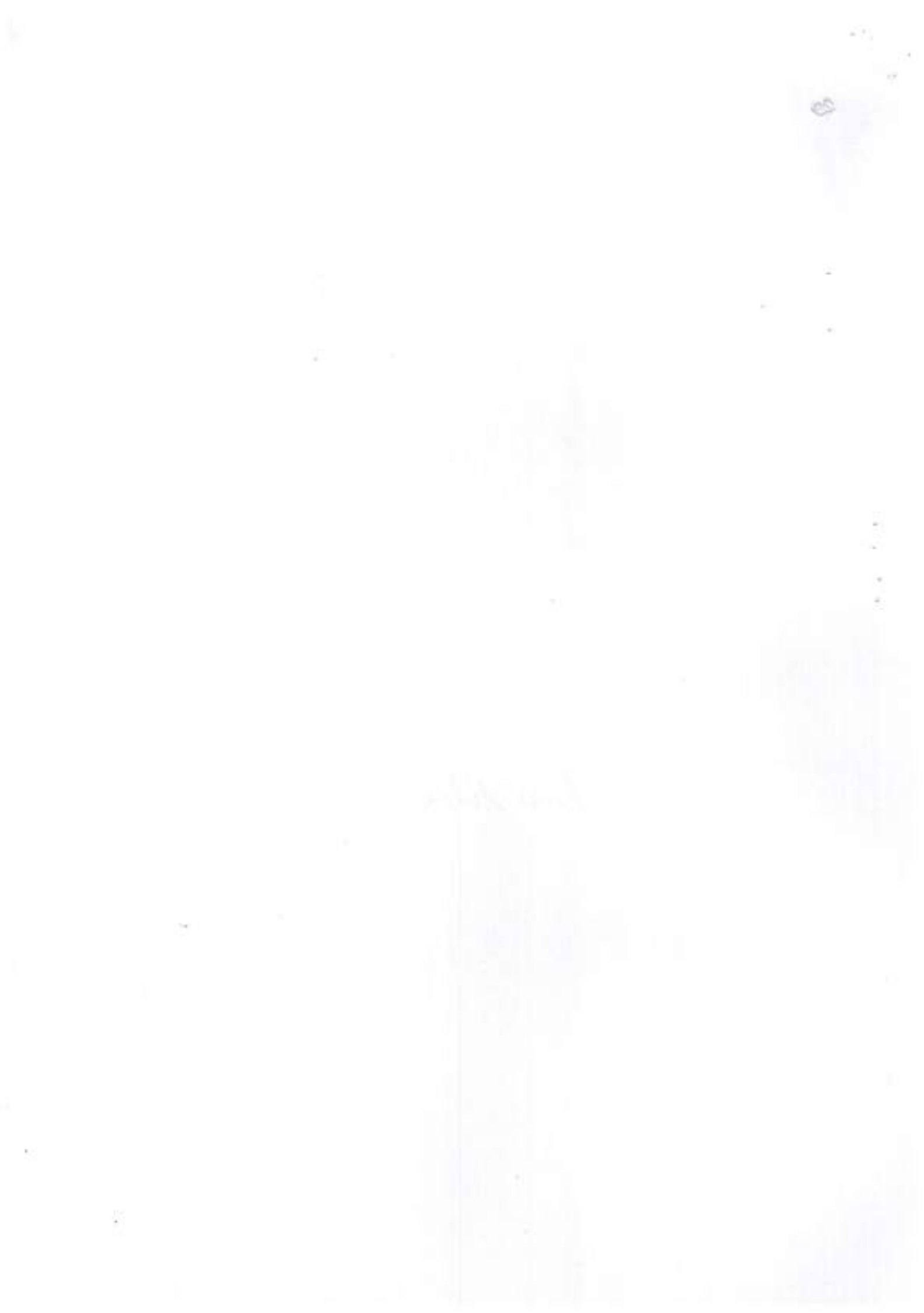
स्थापना/संघटन की तिथि / DATE OF INCORPORATION INFORMATION
12-07-1966


असिस्टेंट कमिश्नर, सी. ई. डी.
COMMISSIONER OF INCOME-TAX, W.D. - II

यदि यह कार्ड खो जाए / This card is lost, please return it to
the issuing authority at the following address:-
श्री. सी. ई. डी. कार्यालय,
कलकत्ता - 700 069.

In case this card is lost, kindly return it to
the issuing authority:-
Joint Commissioner of Income-tax (Systems & Technical),
P-7,
Chowringhee Square,
Calcutta-700 069.





স্থায়ী পরিচয় সংখ্যা / PERMANENT ACCOUNT NUMBER
AEKPM9780K


 নাম / NAME
NETAJI MITRA

পিতার নাম / FATHER'S NAME
BEJOY KUMAR MITRA

জন্ম তারিখ / DATE OF BIRTH
05-01-1962

স্বাক্ষর / SIGNATURE



 জয়দেব সরকার, প.স.সি.
 COMMISSIONER OF INCOME TAX, W.D.-20

Netaji Mitra



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকারক
ভারত সরকার
 Unique Identification Authority of India
 Government of India
 ডাটাবেস/সিএ আই আই/Database No.: 1040/13568/78035

21/01/2012
 ক্রমিক নং
 Netaji Mitra
 1010C MASJED SARU STREET
 Garden Street S.O
 Garden Street, Kolkata
 West Bengal 70000



আপনার আদhaar সংখ্যা / Your Aadhaar No. :

9160 4330 1962

আদhaar - সাধারণ মানুষের অধিকার



ভারত সরকার
GOVERNMENT OF INDIA



নাম / Name
 Netaji Mitra
 পিতার নাম / FATHER'S NAME
 BEJOY KUMAR MITRA
 জন্ম তারিখ / Year of Birth : 1962
 লিঙ্গ / Sex

9160 4330 1962



আদhaar - সাধারণ মানুষের অধিকার

Netaji Mitra

স্থায়ী নম্বর শীট / PERMANENT ACCOUNT NUMBER
AEKPM9896E
 নাম / NAME
NEMAI MITRA
 পিতা বা মাতা / FATHERS NAME
BEJOY KUMAR MITRA
 তারিখ ইস্যু / DATE OF ISSUE
05-09-1994
 পত্রিকার আইডি নম্বর / ISSN
0974-4851
 সরকারি প্রকাশনা / GOVERNMENT OF INDIA
 লোকসভার অধীনে / UNDER THE CHAIRMANSHIP OF THE HOUSE OF THE PEOPLE

Nemai Mitra



ভারত সরকার
 Unique Identification Authority of India
Government of India
 ডকুমেন্টের আই আই/Enrollment No.: 1040/12568/78098

To
 শ্রীমতী সিতা
 Nema Mitra
 101C, HASID BARI STREET
 Quarters 500015.0
 Garden Street, Kolkata
 West Bengal 700029



Nemai Mitra

আপনার আধার সংখ্যা/ Your Aadhaar No. :

5362 0302 0252

আমার - সাধারণ মানুষের অধিকার


ভারত সরকার
 GOVERNMENT OF INDIA

 নাম / Name
 Nema Mitra
 পিতা : শ্রীমতী সিতা
 Father : BEJOY KUMAR MITRA
 তারিখ ইস্যু / Date of Issue : 05-09-1994
 লিঙ্গ / Sex : Male
5362 0302 0252


আমার - সাধারণ মানুষের অধিকার

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AACFY2854N



TIN/Name
YELLOW SAND REAL ESTATE LLP

01/03/18

निर्माण / पंजीयन की तिथि
Date of Incorporation/Registration
13/11/2018

जायकर विभाग
INCOME TAX DEPARTMENT


भारत सरकार
GOVT. OF INDIA


स्थायी खाता संख्या कार्ड
Permanent Account Number Card

ADDPG6327Q

नाम / Name
SANJAY GUPTA

पिता का नाम / Father's Name
GOPAL PRASAD GUPTA

जन्म तिथि / Date of Birth
12/01/1973


हस्ताक्षर / Signature



0000547

यदि कार्ड खो जाये / If your card is lost / If someone's lost card is found,
अवधान लेना होगा / please return to:
1 वीं मंजिल, एन सी सी, प्लॉट नं. 341, सी 1, 99/8,
मैदल कोला, विमानतल सेवा केंद्र,
दुबई - 411 086.

If the card is lost / someone's lost card is found,
please return / return to:
Income Tax PAN Services Unit, NSDL,
3rd Floor, Main Building,
Plot No. 341, Survey No. 99/8,
Maidi Colony, New Deccan (Baggage Check),
Dubai - 411 086.

Tel: 91-20-2721 8000, Fax: 91-20-2721 8061
e-mail: info@nsdl.co.in


भारत सरकार
GOVERNMENT OF INDIA


संजय गुप्त
Sanjay Gupta
जन्म तिथि / DOB: 12/01/1973
पुरुष / MALE



7089 5093 7284
VTD - 9195 9465 4480 0267

मेरा आधाार, मेरी पहचान
MERA AADHAAR, MERI PEHCHAN


भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

जन्म तिथि / DOB: 12/01/1973
पुरुष / MALE
संजय गुप्त
Sanjay Gupta
जन्म तिथि / DOB: 12/01/1973
पुरुष / MALE



Address:
S/O: Gopal Prasad Gupta, AD 169,
SALT LAKE SECTOR 1, Bidhannagar(M),
North 24 Parganas,
West Bengal - 700064



 **1800 200 1947**
 **help@uidai.gov.in**
 **www.uidai.gov.in**
 **P.O. Box No. 1947, Bangalore-560 091**

Handwritten signature in blue ink



भारत सरकार
Government of India

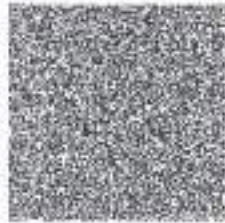
भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

Enrolment No.: 0647/00025/85102

Download Date: 18/07/2021

To
Sumit Sinha
171/B
ACHARYA PRAFULLA CHANDRA ROAD
Shyambazar Mal S.O
Kolkata West Bengal - 700004
7439501594

Issue Date: 13/07/2021



आपका आधार क्रमांक / Your Aadhaar No. :

8321 1432 1920

VID : 9195 6356 5843 4275

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



Download Date: 18/07/2021



Sumit Sinha
Date of Birth/DOB: 21/06/1982
Male/ MALE

Issue Date: 13/07/2021

8321 1432 1920

VID : 9195 6356 5843 4275

मेरा आधार, मेरी पहचान



Government of India



सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- सुरक्षित QR कोड / ऑफलाइन XML / ऑनलाइन ऑथेंटिकेशन से पहचान प्रमाणित करें।
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- Verify identity using Secure QR Code/ Offline XML/ Online Authentication.
- This is electronically generated letter.

- आधार देश भर में मान्य है।
- आधार कई सरकारी और गैर सरकारी सेवाओं को पाना आसान बनाता है।
- आधार में मोबाइल नंबर और ईमेल ID अपडेट रखें।
- आधार को अपने स्मार्ट फोन पर रखें, mAadhaar App के साथ।

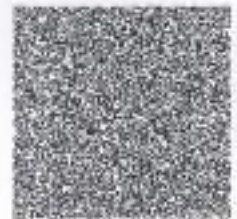
- Aadhaar is valid throughout the country.
- Aadhaar helps you avail various Government and non-Government services easily.
- Keep your mobile number & email ID updated in Aadhaar.
- Carry Aadhaar in your smart phone – use mAadhaar App.



भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India



Address:
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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2022, Page from 79100 to 79161

being No 190315430 for the year 2021.



Digitally signed by PROBIR KUMAR
GOLDER
Date: 2022.01.31 11:30:17 +05:30
Reason: Digital Signing of Deed.

(Probir Kumar Golder) 2022/01/31 11:30:17 AM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
West Bengal.

(This document is digitally signed.)
