

Yellows and Realestate LL AD-169, Sector - I Saltlake City Pin - 700069

000088



1 SA ... 15

SRI SHYAMAL KARMAKAR (Having PAN- ALUPK4941R and Aadhaar No: 2698 2114 5160), son of Late Dukhiram Karmakar, by faith-Hindu, by occupation-Business, by Nationality- Indian, residing at Kalaberia, Rajarhat-Bishnupur, Police Station- Rajarhat, District: North 24 Parganas, Kolkata- 700 135, hereinafter referred to as the "LAND OWNER" (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, executors, legal representatives successors or successors-in-office and assigns) of the FIRST PART

AND

YELLOWSAND 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.

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

WHEREAS:

[1] By a Registered Deed of Gift dated 2nd day of February, 2009 executed by Sri Narayan Chandra Biswas, as being the <u>DONOR</u>, transferred unto and in favour of the "<u>Land Owner</u>" Sri Shyamal Karmakar as being the "<u>DONEE</u>", plots of land measuring 15 decimals under R.S. Dag No: 66 and 4 decimals of land under R.S. Dag No: 482 agreegating 19 decimals in Mouza- <u>KALABERIA</u>, J.L. No: 30, within the local limit of Rajarhat-Bishnupur No. 1 Gram Panchayet, Police Station- Rajarhat, District North 24 Parganas, and the said Deed of Gift was registered at the office of the ADSR Bidhannagar, recorded in Book No: I, C.D. Volume No: I, Pages from 17783 to 17794, being No: 00846 for the year 2009 for the consideration therein contained and that the said "<u>Gift</u>" was duly



K 300 20



accepted by the "Donee", the Land Owner herein and the same has been acted upon free from all encumbrances.

- [2] By a Deed of Conveyance dated 10.01.2006 registered at the office of the Addi. District Sub-Registrar Bidhannagar Salt Lake City, copied in Book No: I, Volume No: 579, Pages from 137 to 146, Being No: 9610 for the year 2006 Smt. Rini Sanghvi (Mitra) sold, transferred and conveyed to Sri Narayan Chandra Biswas ALL THAT piece or parcel of land measuring an area 01.75 Satak out of 15 Satak comprised in R.S. Dag No: 66, and an area 01.00 Satak out of 54 Satak comprised in R.S. Dag No: 482, being total area 02.75 Satak with other properties, under R.S. Khatian No: 396, L.R. Khatian No: 452, at Mouza- KALABERIA, J.L. No: 30, R.S. No: 52, within the limit of Rajarhat-Bishnupur No. 1 Gram Panchayet, Police Station- Rajarhat, in the District of 24 Parganas (North), more fully and particularly described in the Schedule thereunder written.
- [3] By a Deed of Conveyance dated 10.01.2006 registered at the office of the Addl. District Sub-Registrar Bidhannagar Salt Lake City, copied in Book No: I, Volume No: 579, Pages from 147 to 156, Being No: 9611 for the year 2006 Sri Amit Kumar Mitra sold, transferred and conveyed to Sri Narayan Chandra Biswas ALL THAT piece or parcel of land measuring an area 01.75 Satak comprised in R.S. Dag No: 66, and an area 01.00 Satak out of 54 Satak comprised in R.S. Dag No: 482, being total area 02.75 Satak with other properties, under R.S. Khatian No: 396, L.R. Khatian No: 452 at Mouza- Kalaberia, J.L. No: 30, R.S. No: 52, within the limit of Rajarhat-Bishnupur No. 1 Gram Panchayet, Police Station- Rajarhat, in the District of North 24 Parganas, more fully and particularly described in the Schedule thereunder written.
- [4] By a Deed of Conveyance dated 05.01.2006 registered at the office of the Addl. District Sub-Registrar Bidhannagar Salt Lake City, copies in Book No: I, Volume No: 582, Pages from 138 to 147, Being No: 9659 for the year 2006 Sri Gautam Mitra sold, transferred and conveyed to Sri Narayan Chandra Biswas ALL THAT piece or parcel of land measuring an area 03.50 Satak out of 15 Satak comprised in R.S. Dag No: 66, and an area 02.00 Satak out of 54 Satak comprised in R.S. Dag No: 482, being total area 05.50 Satak with other properties, under R.S. Khatian No: 396, L.R. Khatian No: 269, at Mouza- KALABERIA, J.L. No: 30, R.S. No: 52, within the limit of Rajarhat-Bishnupur No. 1 Gram Panchayet, Police Station- Rajarhat, in the District of 24 Parganas (North), more fully and particularly described in the Schedule thereunder written.



ď.

- [5] By a Deed of Conveyance dated 01.02.2006 registered at the office of the Addl. District Sub-Registrar Bidhannagar Salt Lake City, copies in Book No: I, Volume No: 582, Pages from 148 to 162, Being No: 9660 for the year 2006 Sri Malay Kumar Mitra and three others sold, transferred and conveyed to Sri Narayan Chandra Biswas ALL THAT piece or parcel of land measuring an area 08.00 Satak out of 15 Satak comprised in R.S. Dag No: 66, with other properties under R.S. Khatian No: 396, L.R. Khatian Nos: 34 & 476, at Mouza- KALABERIA, J.L. No: 30, R.S. No: 52, within the limit of Rajarhat-Bishnupur No. 1 Gram Panchayet, Police Station- Rajarhat, in the District of 24 Parganas (North), more fully and particularly described in the Schedule thereunder written.
- [6] The said Sri Narayan Chandra Biswas, the Donor herein, is thus well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area 04.00 Satak comprised in R.S. Dag No: 482 and an area 15.00 Satak comprised in R.S. Dag No: 66, being total area 19.00 Satak under R.S. Khatian No: 396, L.R. Khatian Nos: 34, 476, 452 & 296, at Mouza- KALABERIA, J.L. No: 30, R.S. No: 52, within the limit of Rajarhat-Bishnupur No. 1 Gram Panchayet, Police Station- Rajarhat, in the District of 24 Parganas (North), and enjoying the same with good right and absolute power of ownership and has every right to transfer the same to anybody in any way.
- [7] The said Sri Narayan Chandra Biswas, the Donor therein in consideration of his natural love, affection and other faithfulness for the Donee the land owner herein, and to avoid future litigation, the Donor was desirous of and had decided fully and voluntarily to grant, transfer and assign to the Donee by way of Gift ALL THAT piece or parcel of "Sali and Pukur Par" land measuring an area 04.00 Satak comprised in R.S. Dag No: 482 and an area 15.00 Satak comprised in R.S. Dag No: 66, being total area 19.00 Satak under R.S. Khatian No: 396, L.R. Khatian No: 34, 476, 452, 296, at Mouza- KALABERIA, J.L. No: 30, R.S. No: 52, within the limit of Rajarhat-Bishnupur No. 1 Gram Panchayet, Police Station-Rajarhat, in the District of 24 Parganas (North), more fully and particularly described in the Schedule of the said Gift Deed absolutely free from all encumbrances that the Donee may hold the same absolutely and forever.
- [8] That the said Donee, Sri Shyamal Karmakar, the <u>LAND OWNER</u> herein under and by virtue of the "Gift" hereinabove receited, got his name recorded in respect of 15 decimals of land under L.R. Dag No: 66 and 4 decimals of land under L.R. Dag No: 482,



e ::

.

agreegating an area 19 decimals, under L.R. Khatian No: 1194, Mouza- KALABERIA, Police Station- Rajarhat, District North 24 Parganas and has been in peaceful physical possession and enjoyment therein free from all encumbrances.

[9] That the <u>LAND OWNER</u> party of the "First Part" out of his above acquired property decided to Develop 15 (Fifteen) Decimals equivalent to 09 (Nine) Cottahs 1 (One) Chittack 09 (Nine) Square feet of land under R.S. & L.R. Dag No: 66, Mouza- <u>KALABERIA</u>, Police Station- Rajarhat, District North 24 Parganas, more fully described in the "<u>FIRST SCHEDULE</u>" hereunder written, by way of raising multi-storied building thereon free from all encumbrances.

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

Name of the Land Owner	Acquired Ownership under Deed No. & year		Dag No.
SRI SHYAMAL KUMAR KARMAKAR	Deed of Gift No: 00846 for the year 2009	09 - 01 - 09	66
	Total Area	09 - 01 - 09	

AREA OF LAND SEIZED AND POSSESSED BY THE LAND OWNER

SRI SHYAMAL KARMAKAR. >>>> 09 Cottahs 01 Chittak 09 Sq. Feet. equivalent to 15 (Fifteen) Decimal.

PARTICULARS OF RECORDS OF RIGHTS

Name of Raiyot	R.S. Khatian No.	L.R. Khatian No.	Dag No.	Area of Land (K - Ch - Sq.Ft.)
Shyamal Karmakar	396	1194	68	09 - 01 - 09

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.



WHEREAS in the manner aforesaid the owner has acquired his 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 or buildings thereon comprising of Residential and Commercial units therein and with that end in view the owner approached the Developers/Builders/Promoters for materialization of his dream project.

AND ALSO WHEREAS the Land Owner with such intent, purpose and object has decided to develop the said property, hold and possessed by him and more fully described in the FIRST SCHEDULE hereunder written and had been looking for an efficient Developer/Builder/Promoter, 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 Owner/Party of the First Part and after bilateral 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:

- DEFINITIONS: Unless in this agreement there be something contrary or repugnant to the subject or context:-
- "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 or inclusion of adjoining Land.
- 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.
- "First Party's Allocation" shall mean and include 35% (Thirty v) Five percent) of the total constructed areas, both commercial and residential in average floors in all the Blocks morefully described in the SECOND SCHEDULE hereto, along with adjustable sum Rs.16,00,000.00 (Rupees Sixteen Lakhs) only paid and to be paid to the Land owner, and the mode of such payment has been 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 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/Builders/Promoters Party of the Second Part and soon after obtaining sanction from the concerned competent authority, Owner's 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 the Land Owner hereto shall get one copy thereof for avoiding future conflicts.
- vi) "Land Owner" shall mean the sole owner, <u>SRI SHYAMAL KARMAKAR</u> for the time being in respect of the plot of land constituting the "Project Site" described in the <u>FIRST SCHEDULE</u> for brevity is also called as the "<u>Subject Property</u>" and shall also include his heirs, executors, administrators, legal representatives and 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



ADDITIONAL REGISTRAR
OF ASSURANCE MOLIKATA

Party/Developers/Builders/Promoters in consultation with Land Owner only.

- viii) "Project" shall include the acquisition and development of the Project Site into a Complex by way of inclusion adjacent land and by way of Transfer of the Transferable Areas therein.
- ix) "Second Party's Allocation" shall mean and include 65% (Sixty Five) Percent of the total constructed areas both commercial and residential in average floors in all the Blocks, together with all easements, proportionate share in land under neath and appurtenances thereof including right of common users, AND THAT the entire remaining part and portion of the constructed areas 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) "<u>Transfer</u>" with its grammatical variation shall include transfer by sale, lease or any other means adopted by the allottee of such Individual Allocation.
- 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 Mechanical Car Parking Space in the GROUND FLOORS of the Buildings, including in the basement if such sanction of Basement is available.

1.2. Interpretation:

- i) Party: In this Agreement, any reference to a party is to a party to this Agreement.
- (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 is a 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.
- (ii) 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) <u>Headings</u>: 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

BACKGROUND/REPRESENTATION.

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 by the Developers/Builders/Promoters in its own name or in the name(s) of its allied Company or Companies.



- 2.1.2 The Second Party/Developers/Builders/Promoters under this Development or otherwise Collaboration Agreement has negotiated with the Land Owner/Party of the First Part for development of the land under <u>FIRST SCHEDULE</u> absolutely owned by him 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, rights and interest of the present Land Owner in any way or in any manner whatsoever.
- 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 Owner 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 him 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 and as specified in the SECOND SCHEDULE hereunder.
- 2.2. REPRESENTATIONS OF FIRST PARTY: The First Party has represented and assured the Second Party, inter alia, as follows:-
- That the First Party/Land Owner is presently the owner 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 Owner deriving title to the Subject Property is represented and warranted by the First Party/Land Owner 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 Owner/First Party in the First Schedule Property i.e. the Subject Property has been recited, shown and described in the "TABLE-II" hereinabove.
- 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.
- That the First Party/Land Owner has not prior to the execution of this Development Agreement, entered upon any agreement or contract

ADDITIONAL FERM AND A POPULATION AND ADDITIONAL FERMINANCE AND ADDITIO

with any other person or persons in connection with the sale of the Subject Property or any part thereof or its development/dealing with/transfer/lease in any way or in any manner whatsoever.

- iv) That the First Party/Land Owner have absolute, unfettered and unqualified right to enter into this Development Agreement with the Second Party/Developers/Builders/Promoters;
- That the First Party/Land Owners has not stood as Guarantor or Surety for any obligation, liability, bond or transaction whatsoever.
- 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 Owner in terms hereof. The First Party/Land Owner acknowledges and confirms that he is 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/ Promoters for overall development of the Project Site i.e. the <u>FIRST SCHEDULE</u> 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 Owner hereunder.
- 2.3. Relying on the aforesaid representations and assurances made and/or contained on the part of the First Party/Land Owner and upon inspection of all title deeds R.O.R. and all other relevant documents of the title to the land and believing the same to be true and correct and acting on good faith thereof and being satisfied the Second Party/Developers/Builders/Promoter has agreed to develop the Project Site i.e. the <u>FIRST SCHEDULE</u> property with inclusion of adjoining Land, 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:-

ARTICLE - III # BROAD AND BASIC TERMS AND CONDITIONS: 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 Owner to be observed, fulfilled and complied



with and in exchange for the entirety of the "Subject Property", the Second Party/Developers/Builders/ Promoters has agreed to cause to be constructed and delivered to the First Party's/Land Owner's 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 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 Owner's Allocation shall be constructed or caused to be constructed by the Second Party/ Developers/ Builders/ Promoters and the First Party/Land Owner 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 Owner shall have no right, title and interest in the other parts of the Building or Buildings in the Project Site or the Complex, expect 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. Amalgamation with adjacent or adjoining plots if any, shall be at the discretion of the Developers/Builders/ Promoters. The Second Party/ Developers/ Builders/ Promoters shall construct the multi storeyed buildings or high rise building in the FIRST SCHEDULE property at its own costs and expenses and the Owner 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 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.

PART- I SUBJECT PROPERTY ATTRIBUTES:

ATTRIBUTES: In connection with the Subject Property i.e. <u>FIRST SCHEDULE</u> property, the First Party/Land Owner shall be bound to comply with and meet the following criterions and requirements.

1

ADDITIONAL RESISTRAR
OF ASSURATE CLICATA

1, MAR.

- 4.1. MARKETABLETITLE: 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 Owner 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 cause necessary searches and investigation and 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 Owner 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. Furthermore, no part of the land shall be owned by or belonging to Schedule Tribe and there shall be proper no lien custody of all original title deeds and government and municipal records in respect of the Subject Property i.e. the First Schedule property and every part thereof.
- 4.1.3. PHYSICAL POSSESSION: The possession of the Subject Property i.e. the First Schedule property shall be delivered to the Second Party i.e. the Developers/Builders/Promoters in complete vacant peaceful condition, butted bounded and well demarcated simultaneously with the execution hereof.
- 4.1.4. <u>TITLE DEEDS</u>: The First Party i.e. the Land Owner shall hand over all original Title Deed, 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.



11 100 --

.

4.1.5. <u>USE OF TITLE DEEDS</u>: 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/Developors/ Builders 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. <u>MUTATION</u>: The name of the Land Owner, has already recorded his name in the finally published L.R. Record of Right vied L.R. Khatian No. 1194 in respect of the <u>FIRST SCHEDULE</u> property and the Rent has been paid and paying to the <u>State of West Bengal and Taxes</u> to the Local Authority in respect of the <u>FIRST SCHEDULE</u> property.
- 4.2.2. <u>CONVERSION</u>: The First Party, Land Owner state that the nature of Land of the "<u>First Schedule Property</u>" appears to be "<u>Sali</u>" 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 Owner, 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 Owner 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 at its costs and expenses with active assistance of the Land Owner:

4.2.4. <u>CLEARANCES</u>: The First Party, Land Owner 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 Owner and the Developers/Builders/Promoters that the costs and expenses for payment of Panhayet 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 Owner 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.

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 and adjoining land or plots of land for extension of the housing complex and the total constructible area etc. All decisions of the Second Party/Developers/Builders/Promoters 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 Owner:
- The planning of the building complexes and the decision on one or more multi storeyed Buildings;



ÿ.

- 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;
- The identification and demarcation of portions of the Project Site and/or the multi storeyed Buildings thereon for the different uses;
- The Parking Areas, bays and facilities for Transferees, visitors and outsiders.
- 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.
- 5.2. <u>SURVEY & SOIL TESTING</u>: The Second Party/Developers/ Builders/Promoters 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. <u>BUILDING PLANS PREPARATION AND SANCTION</u>: The Second Party/Developers/Builders/Promoters 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/Promoters 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/
 Promoters may, deem fit and proper.
- 5.5. SIGNATURE AND SUBMISSION: The First Party/Land Owner shall sign, execute, submit and deliver all applications, undertaking,



2.5

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/Promoters 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/Promoters shall in its own name or in the name of
the First Party/Land Owner, 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.

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 the complex/Project Land 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/Promoters 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/
 Promoters shall cause the construction in a good and workman like
 manner with good quality 1 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. <u>UTILITIES</u>: The Second Party Developers/Builders/Promoters 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/
 Promoters shall be authorized and empowered in its own name and also
 in the name of the First Party/Land Owner, insofar as may be necessary,
 to apply for and obtain all permission, approval and clearances from any
 authority whother 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 reconstructions
 on the Project Site at the First Schedule property or any portion thereof
 and/or for obtaining any utilities and permissions.
- 5.12. <u>CONSTRUCTION TEAM</u>: 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/Promoters 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 Owner's 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 Owner's share within the Complex/Project, 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 its subsequent amendment, as well as newly enacted Real Estate Act, "RERA"

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/Promoters. The Land Owner 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:

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

- 6.1.1. FIRST PARTY'S ENTITLEMENT: The First Party/Land Owner shall be allocated constructed areas as mentioned in the <u>SECOND SCHEDULE</u> along with proportionate share in land underneath and such entitlement within the Complex/Housing Project, 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 Owner's 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 within the complex 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/ Promoters 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.
- 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 Owner's 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 Owner, the Second Party/Developers/Builders/Promoters shall be free to change such location at the request of the Land Owner.
- 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, within the Complex or Housing Project, the Second Party shall be free to make such variation.



£1

6.2. <u>SECOND PARTY'S ALLOCATION</u>: Except the entitlement of the First Party/Land Owner as regards the First Party's Allocation, the First Party/Land Owner 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 —
- Passages and pathways for ingress and egress by the First Party/Land Owner in respect of the First Party's Allocation;
- 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 :-

- 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;
- 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";
- 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;
- 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 Owner.



- 6.3.3. The Second Party shall be free to impose restrictions, conditions and Limitation for the use of the Common Portions within the Housing Complex.
- 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 Owner and other owners and occupiers within the project.
- 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. <u>SIGNAGES</u>: 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 Owner to take possession of the First Party's Allocation of the First Party/Land Owner 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 Owner 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 infrastructure support systems, pipelines, wires and cables etc., as may be necessary.
- All the Common Portions shall not be completed before the final completion of the entire development works in the proposed Complex.
- 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 Owner 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 Owner's Allocation. The First Party/Land Owner at his own option may get the First Party's/Land Owner's Allocation registered in the name of the First Party/Land Owner or his nominees or assignees at his own choice without any concurrence of the Second Party, however after delivery of physical possession in his favour in terms of this Memorandum of Agreement.
- 6.7. <u>SEPARATE CONFIRMATION</u>: 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 Owner's 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 Owner's Allocation therein vide in the manner prescribed in the table under <u>SECOND SCHEDULE</u> hereunder written.

TRANSFER OF NON RESIDENTIAL BLOCKS AND FACILITIES:

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 Owner, provided always transfer of Second Party's allocated areas shall be done after delivery of allocated areas of the First Party/Land Owner 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:
- The First Party/Land Owner shall execute and register the sale deeds and other instruments in respect of sale or transfer of the First Party's/Land Owner's Allocation, after taking over delivery of physical possession from the Second Party;





ADDITIONAL REGISTRAR
OF ASSURANCE III, NOLKATA

- ii) Any transfer by the First Party/Land Owner shall be at his 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 :-
- The First Party/Land Owner do hereby also accord his 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 Owner a party thereto. However, If so required by the Second Party, the First Party/Land Owner 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 Owner to enter into the agreements and contracts with the prospective Transferees/ Buyers in respect of the First Party's/Land Owner's Allocation upon completion of the construction without making the Second Party a party thereto.
- iii) The First Party/Land Owner 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, realised and appropriated by the Second Party exclusively and the First Party/Land Owner shall have no concern therewith.
- ii) Subject to the other provisions hereof, all amounts and consideration receivable by the First Party/Land Owner under any agreements, contracts and deeds in respect of the First Party's/Land Owners Allocation shall be received, realized and appropriated by the First Party/Land Owner exclusively and the Second Party shall have no concern therewith.



ADDITIONAL REGISTERS OF ASSURANCE-H, KOLKATA 7.3. PROVISION FOR NON RESIDENTIAL DEVELOPMENT: The Second Party/Developers/Builders/Promoters 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:

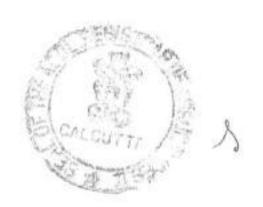
8. TOTAL ADVANCE AMOUNT:

- 8.1. Subject to the other terms hereof, the Second Party has agreed to pay a sum of Rs.16,00,000.00 (Rupees Sixteen Lakhs) only to the Land Owner, and the amount of Advance will be "adjustable" towards the allocated areas of the Land Owner, free of interest and will be paid in the manner following:
 - a) Upon execution of an Agreement dated 25th day of July, 2021, the "Land Owner" has received sum or Rs. 12,00,000.00 (Rupees Twelve Lakhs) only as part of adjustable Advance from the Developer/ Builder/ Promoters under A/C Payee Cheque being No. 467501 dated 25.07.2021 drawn on Axis Bank Ltd, Salt Lake Branch.
 - b) By further sum of Rs. 3,00,000/-(Rupees Three Lakhs) only dated 25.07.2021 RTGS (through Cheque No. 467502) drawn on Axis Bank Ltd, Salt Lake Branch, being subsequent adjustable Advance from the Developer/ Builder/ Promoters.
 - c) By further sum of Rs. 1,00,000/-(Rupees One Lakh) only as part of adjustable Advance from the Developer/ Builder/ Promoters under A/C Payee Cheque being No. 467503 dated 30 07 2021 drawn on Axis Bank Ltd, Salt Lake Branch.

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 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 Owner/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 IIT, LT power shall not be charged in respect of the flats/apartments retained by the Land Owner, but his transferees shall be charged like all other Purchasers.

- 9.2. The First Party/Land Owner 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 consultation with the First Party/Land Owner
- 9.3. 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.
- 9.4. 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 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

9.5. MAINTENANCE IN-CHARGE:

9.5.1. 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;

- 9.5.2. 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.
- 9.5.3. 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;
- 9.5.4. 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.
- 9.5.5. 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.

ARTICLE X # COVENANTS

10. COVENANTS BY THE FIRST PARTY:

- 10.1. The First Party do hereby covenant with the Second Party as follows:-
- 10.1.1 That each and every representation made by the First Party/Land Owner 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 Owner and will be liable for prosecution.
- 10.1.2. That with effect from the date of execution hereof, the First Party/Land Owner 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.

- 10.1.3. The First Party/Land Owner 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.
- 10.1.4. 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.
- 10.1.5. That the First Party/Land Owner 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.
- 10.1.6. 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 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.
- 10.1.7. It is bi-laterally agreed in between the parties hereto that the First Party, Land Owner 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 Owner.
- 10.1.8 It is equally bi-laterally agreed by and between the parties that the Developers/Builders/Promoters, shall be entitled to borrow money/Finance from any Bank or Financial institution by way of greating Mortgage of the "First Schedule" Property for such Development work, without affecting the allocated areas of "Land Owner" in any way or in any manner whatsoever.
- 10.2. COVENANTS BY THE SECOND PARTY: The Second Party do hereby covenant with the First Party as follows:-



10.2.1. 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:

Force Majeure :

- 11.1. 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.
- Fire, Flood, Earthquake, storm, lightning, epidemic, disaster or such other unforeseen natural calamities;
- Riots, civil commotion and disturbances, disorder, insurgency, explosion, enemy action or war or military operations or terrorist action;
- iii) Interruption in the supply of utilities required in the Project;
- iv) Shortage/Stoppage in the supply of materials and equipments required in development of the Project;
- v) 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;
- vi) Changes in law, notifications and/or government orders materially affecting the continuance or implementation of the Project;
- vii) Any sort of Pandemic such as "COVID-19" and the Like, declared by the Government, Labour crisis or restrictions imposed by the State authority or Union of India over Transport.
- 11.2. 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:

12. POWERS BY FIRST PARTY:

0

- 12.1. The First Party/Land Owner 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 Owner of the First Part to execute and perform the Development work in the proposed project.
- 12.2. 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.
- 12.3. The said power or powers of attorney to be so granted by the First Party/Land Owner to the Second Party/Developers/Builders/Promoters 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 consent of the Second Party.

ARTICLE-XIII # MISCELLANEOUS:

13.MISCELLANEOUS:

13.1. 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;

- 13.2. 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.
- 13.3 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.
- 13.4. 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
- 13.5. 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.
- 13.6. 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.
- 13.7. <u>CUSTODY OF ORIGINAL AGREEMENT</u>: 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/Promoters free from all encumbrances.

14. JURISDICTION:

0.

14.1. Only the Courts within the Jurisdiction of North 24 Parganas District at Barasat and any other prescribed Authority or Tribunal Prescribed by any Real Estate Laws for the time being in force, shall have the jurisdiction to entertain, try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith.

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

ALL THAT piece and parcel of Land measuring 15 (Fifteen) Decimals, equivalent to 09 (Nine) Cottahs 01 (One) Chittack 09 (Nine) Sq.ft. a little more or less with tiled shed structure measuring 200 Square feet, thereon, situate lying at and being R.S. Khatian No: 396, R.S. & Hal L.R. Dag No: 66 (Sixty Six), L.R. Khatian No: 1194, J.L. No: 30, Touzi No: 173, Mouza- KALABERIA, within the local limit of Rajarhat-Bishnupur No: 1 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 Nos 65 & 67;

On the South : By 16' feet wide common passage &

R.S & L.R dag Nos. 51 & 52;

On the East : By R.S & L.R Dag Nos. 67;

On the West : By Hariyana School;

THE SECOND SCHEDULE ABOVE REFERRED TO:

(First Party's/Land Owner's Allocation)

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

a) The Land Owner/Party of the First Part shall get 35% (Thirty Five) 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:-

"First Party's Allocation" shall mean and include 35% (Thirty Five) percent of the total constructed areas, both commercial and residential in average floors in all the Blocks along with adjustable sum of Rs.16,00,000.00 (Rupees Sixteen Lakhs) only to be paid to the Land' owner, in accordance 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 therefore. To make it clear "Blockwise" Building Plan / Complex Plan will be prepared and soon after obtaining sanction from the concerned competent authority, Owner's allocated areas (flats & nonresidential 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.

- b) The Land Owner shall get "Adjustable" Security Deposit of Rs.16,00,000.00 (Rupees Sixteen Lakhs) only and will be paid in the manner following:
 - a) Upon execution of an Agreement dated 25th day of July, 2021, the "Land Owner" has received sum or Rs. 12,00,000,00 (Rupees Twelve Lakhs) only as part of an Advance from the Developer/ Builder/ Promoters under A/C Payee Cheque being No. 467501 dated 25.07.2021 drawn on Axis Bank Ltd, Salt Lake Branch.
 - b) By further sum of Rs. 3,00,000/- (Rupees Three Lakhs) only dated 25.07.2021 RTGS (through Cheque No. 467502) drawn on Axis, Bank Ltd, Salt Lake Branch, being subsequent applie Advance from the Developer/ Builder/ Promoters.
 - c) By further sum of Rs. 1.00,000/-(Rupees One Lakh) only as part of **Markable* Advance from the Developer/ Builder/
 Promoters under A/C Payee Cheque being No. 467503dated 30.07.2021 drawn on Axis Bank Ltd, Salt Lake Branch.



ADDITIONAL PEGISCHAR OF ASSURABLE TO TATA

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Developers'/Builders'/Promoters' allocation)

That the <u>DEVELOPERS'/BUILDERS'/PROMOTERS'</u> allocation shall mean and include: The remaining 65% (Sixty Five) Percent of constructed areas both in Residential and Commercial areas in average floors together with all right of easements including proportionate share in land underneath and appurtenances thereof including right of common users 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

- OUTGOINGS AND TAXES: The First Party/Land Owner's bind himself 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 Owner's Allocation and the Appurtenances directly to the Rajarhat-Bishnupur No: 1 Gram Panchayet Provided that so long as the First Party/Land Owner's Allocation is not assessed separately for the purpose of such rates and taxes, the First Party/Land Owner 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 Owner's 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 Owner's 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 <u>FOURTH SCHEDULE</u> herein written) to the concerned Maintenance charges. In particular and without prejudice to the generality of the foregoing, the First Party/Land Owner 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.
- (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 Owner 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)

- The First Party binds himself 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/promoters to use or permit any other Unit or portion of the New Building to be used for non-residential purposes.



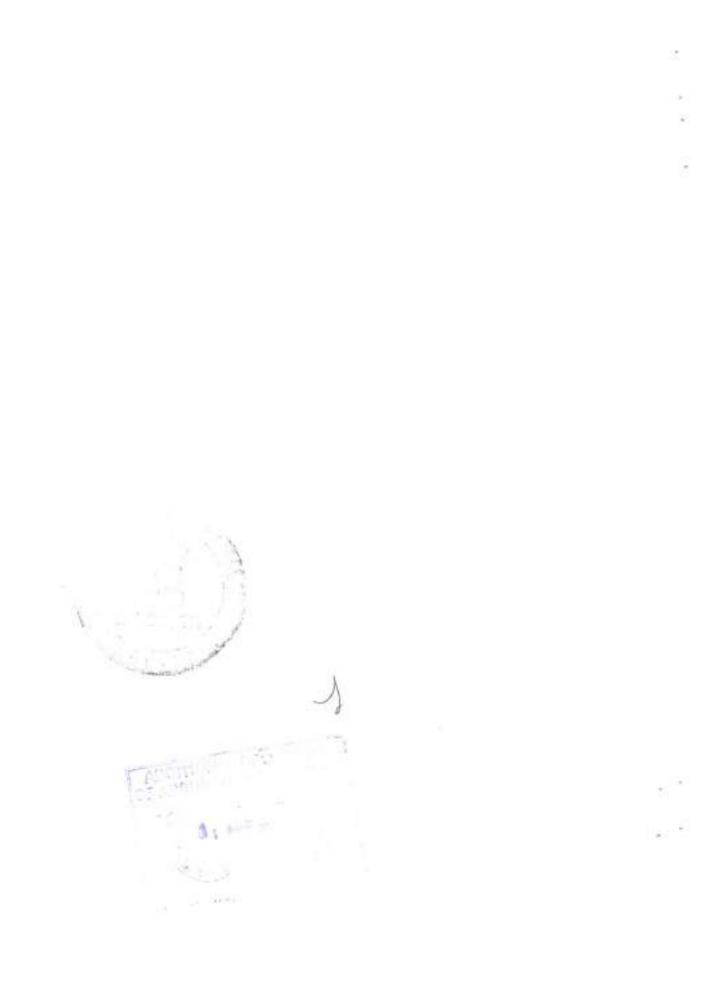


ADDITIONAL REGISTRAR OF ASSURANCE COLKATA

- (b) Unless the right of parking is expressly granted to the First Party/Land Owner, 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 Owner shall use the Parking Space(s) so agreed to be granted, only for the purpose of parking of their medium sized motor car.
- (c) Not to grant, transfer, let out or part with the right of parking car, if such right of parking is agreed to be granted hereunder, independent of the First Party's Allocation nor vice versa, with the only exception being that the First Party may grant, transfer, let out or part with the right of parking car or the First Party's Allocation independent of the other to any other Co-owner.
- (d) 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.
- (e) 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 <u>PROVIDED</u> <u>HOWEVER THAT</u> 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.
- (f) 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 1 No. Gram Panchayet within 6 (six) months from the date of possession.
- (g) 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 Bullding 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.



- (h) Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- (i) 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 Owner thereabout.
- (j) 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.
- (k) 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 Owner's Allocation and any other Unit in or portion of the Building Complex.
- 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.
- (m) 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 mainner 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 Owner's Allocation.
- (n) 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,



Ĉ.

electricity, transformer, if any, drainage, sewerage and other installations and amenities at the Buildings Complex.

- (o) 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 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 Owner's 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.
- (p) Not to install grills the design of which have not been suggested or approved by the Second Party/Developers/Builders/Promoters or the Architects
- (q) Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- 1.1 In the event of the First Party failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the First Party under these presents and/or in observing and performing the covenants terms and conditions of the First Party hereunder then without prejudice to the other remedies available against the First Party/Land Owner hereunder.

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 (Brahmaputrra 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 alluminium 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.

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.

- a. Concealed wiring in all flats (Copper electrical wire, Rajdhani or J.J.)
- 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,

1Plug point (15Amp.)

1 TV Power point

1 Cable Point without

Wire

1 Phone point without wire.

Continue....



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.

vi) Entrance -

1 Door Bell point.

WAIER

: Overhead water tank is to be constructed for

supply ofwater (24 hours).

PAINTING

: Plaster of Paris inside walls.

OUTSIDE PAINTING : Snowcem 2 coats painting.

RAILING OF STAIR : Railing of iron.

CASE

TAIR CASE PAINTING: Plaster of Paris.

LIFT

: One MCD (Manual Collapsible Door) lift in each

Block.



SCHEDULE ABOVE REFERRED TO:

(Adjustable Payment Schedule to the Land Owner's)

Received from the Developers/Builders/Promoters and sum of Rs.16,00,000.00 (Rupees Sixteen Lakhs) only represented Security amount as per Memo of Consideration written hereunder.

MEMO OF CONSIDERATION

c)	Lake Branch favouring the Land Owner. By A/c Payee Cheque No. 467501 dated 30.07.2021 drawn on Axis Bank Ltd. in its Salt	Rs. 1,00,000/-
b)	By RTGS on dated 25.07.2021 through Cheque No. 467502 drawn on Axis Bank Ltd. in its Salt	Rs. 3,00,000/-
a)	By A/c Payee Cheque No. 467501 dated 25.07.2021 drawn on Axis Bank Ltd, in its Salt Lake Branch favouring the Land Owner.	Rs. 12,00,000/-

(Rupees Sixteen Lakh only).

WITNESSES:

1) Arpan charmborty

2) Hasemeli

SIGNATURE OF THE LAND OWNER/ PARTY OF THE FIRST PART Hamila



<u>IN WITNESS WHEREOF</u> 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. (Arron charaborty S/a Tapan charaborty 4.0 Read, ROTES - Nimbo, Kod- FORO49.

2. Hasema: yo Kagabali Jagragachi psnewtown po quni Kol187

SIGNATURE OF THE LAND OWNER/ PARTY OF THE FIRST PART

Smartas

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

1. Arran charreborty

2. Hasemali

YELLOWSAND REALESTATE LLP

Laurier.

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

ADVOCATE. Calentta High Comb Calentta Enrolment No: WB/8671,83.





SPECIMEN FORM FOR TEN FINGER PRINRTS

Signature of the		1	LEFT HAN	D			
Executants/Presentants	Little	Ring	Middle	Fore	Thumb		
Bho.							
ATROPAS	RIGHT HAND						
O CHARLES OF THE PARTY OF THE P	Thumb	Fore	Middle	Ring	Little		
]	LEFT HAN	D	- dilla		
	Little	Ring	Middle	Fore	Thumb		
T THE R IN	RIGHT HAND						
	Thumb	Fore	Middle	Ring	Little		
				19/17/94	0		
		1	EFT HAN	D			
	Little	Ring	Middle	Fore	Thumb		
		R	IGHT HAI	N D			
	Thumb	Fore	Middle	Ring	Little		







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

GRN Details

GRN:

192021220203231671

- GRN Date:

11/03/2022 12:06:31

-BRN:

1734112654

Payment Status:

Successful

Payment Mode:

Online Payment

Bank/Gateway:

HDFC Bank

BRN Date:

11/03/2022 12:03:00

Payment Ref. No:

2000796723/1/2022

(Query Nu/*/Query Year)

Depositor Details

Depositor's Name:

Yellowsand Realestate LLP

Address:

AD-169, Salt lake, Sec-1 Kolkata-700064

Mobile:

9331018602

Depositor Status:

Others

Query No:

2000796723

Applicant's Name:

Mr Sanjay Gupta

Identification No:

2000796723/1/2022

Remarks:

Sale, Development Agreement or Construction agreement

Payment Details

SL No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000796723/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	9521
2	2000796723/1/2022	Property Registration-Registration Fees	0030-03-104-001-16	16021
			Total	25542

IN WORDS:

TWENTY FIVE THOUSAND FIVE HUNDRED FORTY TWO ONLY.

Done 4 of 4



Major Information of the Deed

I-1902-02491/2022	Date of Registration	11/03/2022	
1902-2000796723/2022	Office where deed is registered		
Query No / Year 1902-2000796723/2022 Query Date 11/03/2022 11:48:45 AM		istrict: Kolkata	
Sanjay Gupta AD-169, Salt Lake City, Sector-I, WEST BENGAL, PIN - 700064, N	Thana : North Bidhannagar, Di Mobile No. : 9932023029, State	istrict : North 24-Parganas, us :Buyer/Claimant	
	Additional Transaction		
Agreement or Construction	[4308] Other than immovable Property, Agreemer [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 16,00,000/-]		
SEARCH SOME THE RES	Market Value		
	Rs. 80,85,825/-		
	Registration Fee Paid		
	Rs. 16,105/- (Article:E, E, B)		
	1902-2000796723/2022 11/03/2022 11:48:45 AM Sanjay Gupta AD-169, Salt Lake City, Sector-1	1902-2000796723/2022 11/03/2022 11:48:45 AM Sanjay Gupta AD-169, Salt Lake City, Sector-I, Thana: North Bidhannagar, Di WEST BENGAL, PIN - 700064, Mobile No.: 9932023029, State Additional Transaction [4308] Other than Immo [No of Agreement: 2], [Immovable Property, Re Market Value Rs. 80,85,825/- Registration Fee Paid	

Land Details:

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

Sch	Plot Number	Khatian	Land	Use	Area of Land		Market Value (In Rs.)	Other Details
L1	LR-66 (RS ;-)	LR-1194	Bastu	Shali	9 Katha 1 Chatak 9 Sq Ft			Width of Approach Road: 16 Ft., Adjacent to Metal Road,
	Grand	Total:			14.9738Dec	0 /-	80,85,825 /-	

Land Lord Details:

SI No	Name, Address, Photo, Finger print and Signature						
1	Name	Photo	Finger Print	Signature			
	Mr SHYAMAL KARMAKAR Son of Late Dukhiram Karmakar Executed by: Self, Date of Execution: 11/03/2022 , Admitted by: Self, Date of Admission: 11/03/2022 ,Place : Office			Stannitar			
		11/03/2022	11/83/2022	11/03/2022			



Kalaberia, City:-, P.O:- Rajathat, P.S:-Rajarhat, District:-North24-Parganas, West Bengal, India, PIN:- 700135 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ALXXXXXXIR, Aadhaar No: 26xxxxxxxx5160, Status :Individual, Executed by: Self, Date of

Execution: 11/03/2022

, Admitted by: Self, Date of Admission: 11/03/2022 ,Place: Office

Developer Details:

SI No	Name, Address, Photo, Finger print and Signature
	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, PAN No." aaxxxxxx4n, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

Representative Details:

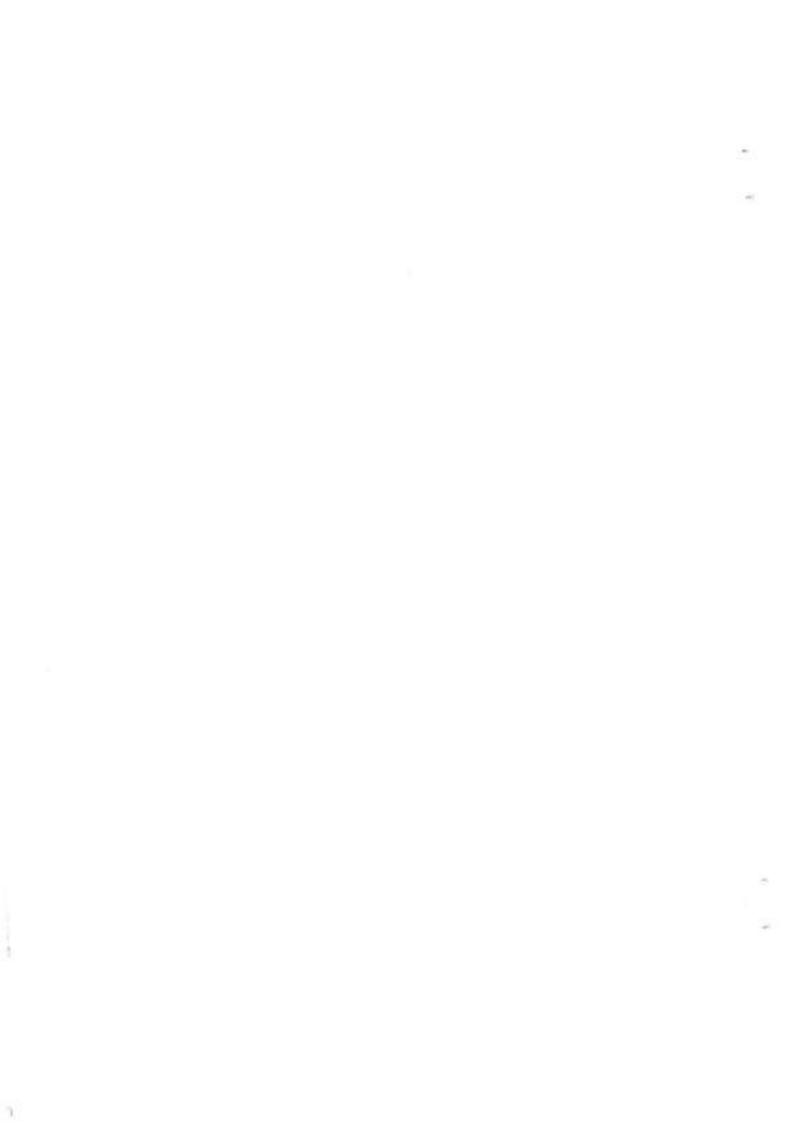
1	Name	Photo	Finger Print	Signature
	Mr SANJAY GUPTA (Presentant) Son of Mr Gopal Prasad Gupta Date of Execution - 11/03/2022, , Admitted by: Self, Date of Admission: 11/03/2022, Place of Admission of Execution: Office	C. Carrier	VAN E	Astu-
		May 11 2022 7:53PM	LTI 1903/2022	11/03/2022

Representative, Representative of : YELLOWSAND REALESTATE LLP (as Partner)

Identifier Details:

Name	Photo	Finger Print	Signature
Mr ARPAN CHAKRABORTY Son of Mr Tapan Chakraborty Laxmi Narayan Pally, City:-, P.O:- Nimta, P.S:-Nimta, District:-North 24-Parganas, West Bengal, India, PIN:- 700049			forpore charactery.
	11/03/2022	11/03/2022	11/03/2022

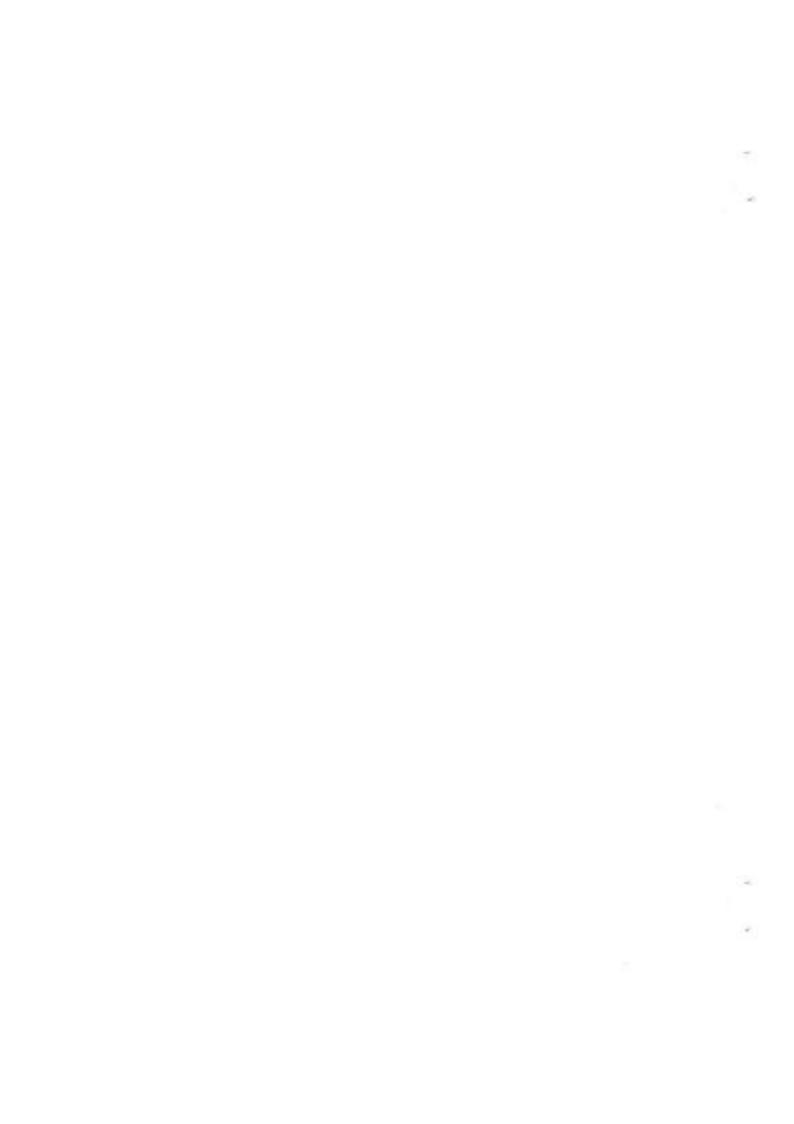
Trans	Transfer of property for L1					
SLNo	From	To. with area (Name-Area)				
1	Mr SHYAMAL KARMAKAR	-7.48688 Dec				
2		-7.48688 Dec				



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 Plot & Khatian No Number		Details Of Land	Owner name in English as selected by Applicant	
L1	LR Plot No:- 66, LR Khatian No:- 1194	Owner:শ্যামল কর্মকার, Gurdian:পু:খিরাম কর্মকার, Address:লিজ , Classification:শালি, Area:0.15000000 Acre.	Mr SHYAMAL KARMAKAR	



On 11-03-2022

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 19:22 hrs on 11-03-2022, at the Office of the A.R.A. - II KOLKATA by Mr SANJAY GUPT

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 80.85.825/-

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

Execution is admitted on 11/03/2022 by Mr SHYAMAL KARMAKAR, Son of Late Dukhiram Karmakar, Kalaberia, P.O: Rajathat, Thana: Rajarhat, North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Hindu, by Profession Business

Indetified by Mr ARPAN CHAKRABORTY, , , Son of Mr Tapan Chakraborty, Laxmi Narayan Pally, P.O: Nimta, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by profession Service

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

Exocution is admitted on 11-03-2022 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

Indetitied by Mr ARPAN CHAKRABORTY, , , Son of Mr Tapan Chakraborty, Laxini Narayan Pally, P.O. Nimta, Thena: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 16,105/- (B = Rs 16,000/-,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 16,021/Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/03/2022 12:08PM with Govt. Ref. No: 192021220203231671 on 11-03-2022, Amount Rs: 16,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1734112664 on 11-03-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 500/-, by online = Rs 9,521/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1511, Amount: Rs.500/-, Date of Purchase: 08/10/2021, Vendor name: M DUTTA
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 11/03/2022 12:08PM with Govt. Ref. No: 192021220203231671 on 11-03-2022, Amount Rs: 9,521/-, Bank:
HDFC Bank (HDFC0000014), Ref. No. 1734112654 on 11-03-2022, Head of Account 0030-02-103-003-02

the 2

Satyajit Biswas

ADDITIONAL REGISTRAR OF ASSURANCE

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

Kolkata, West Bengal

-

14-

 $\{ u \in \mathcal{U}_{k} \}$

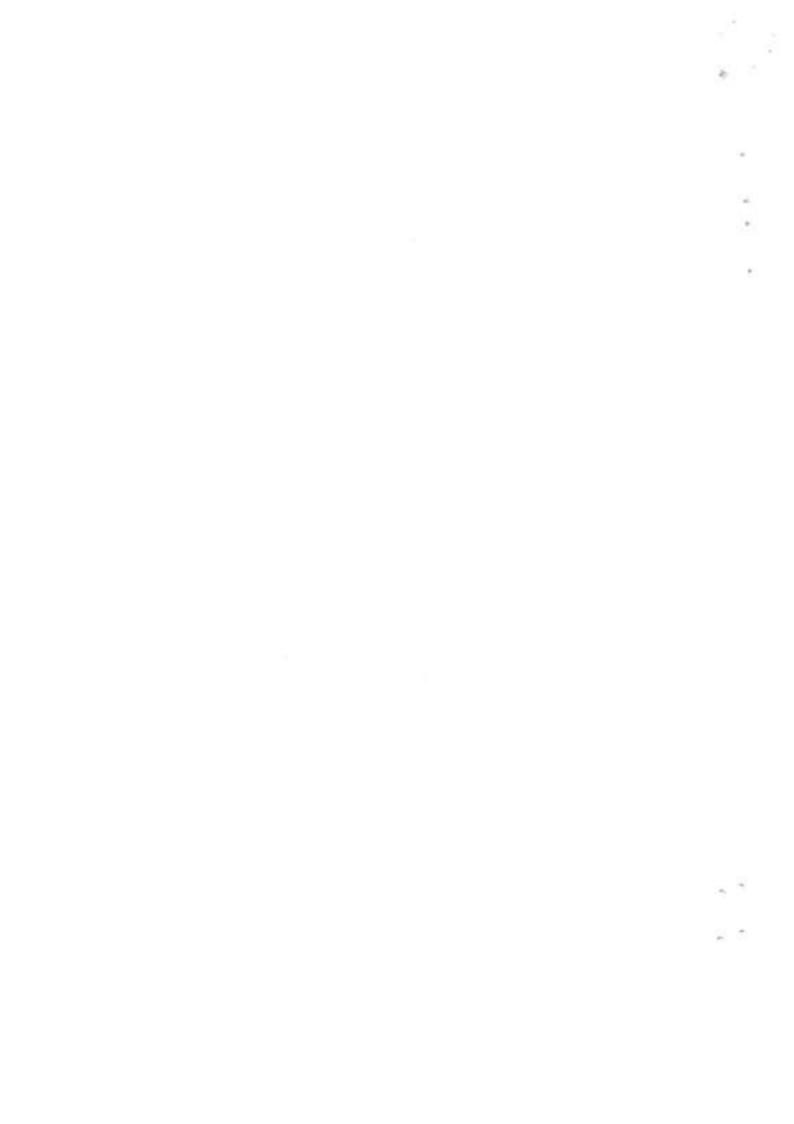
0



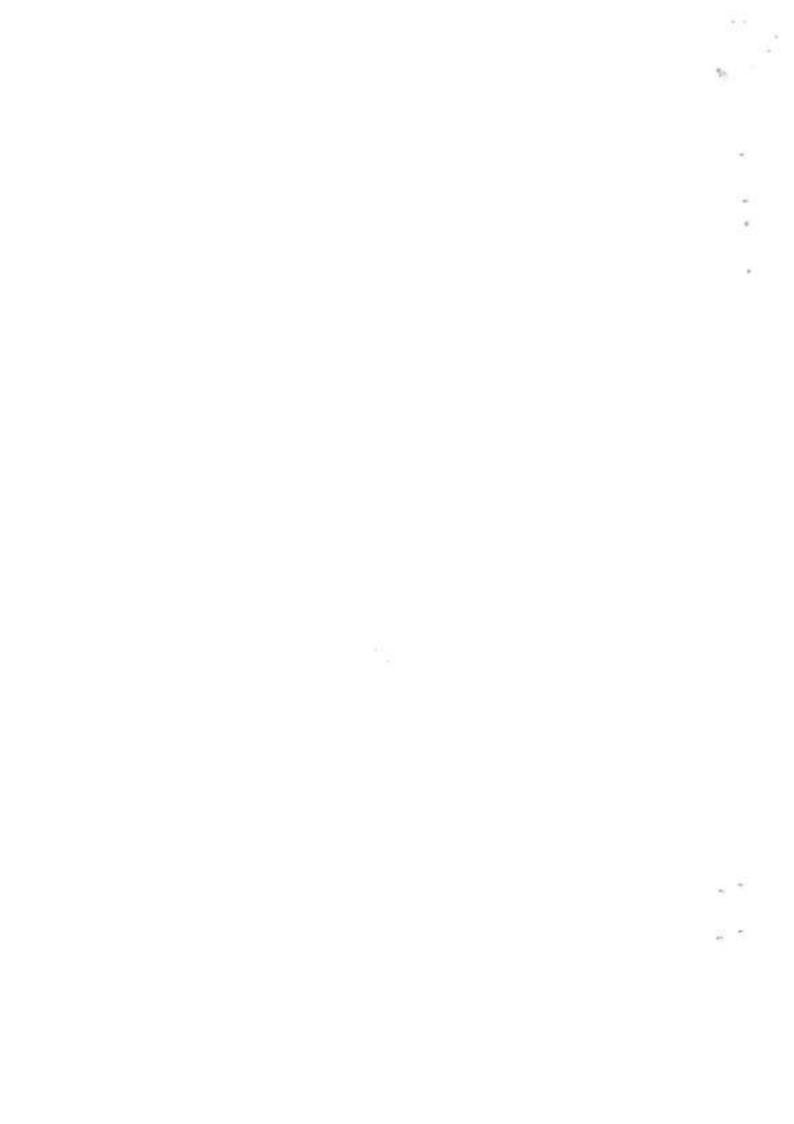




Lasmaglas.









Platfing with Futher's Name. GEPAL PRIASAD GUPTA

Will out or that | Date of Bletty 12/01/1973

EXEMPT SENSION

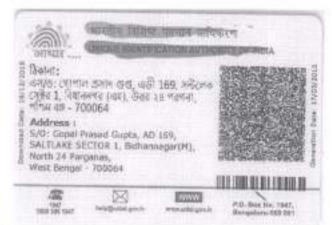
are not all stills or the space of the least of the few munits begand over due. इ.स.स्टेस्ट्रांस अफ्रेस्ट्रॉन, सर्वेट में ३४१, सर्वेस १०१/४ STREET, STREET ph-man.

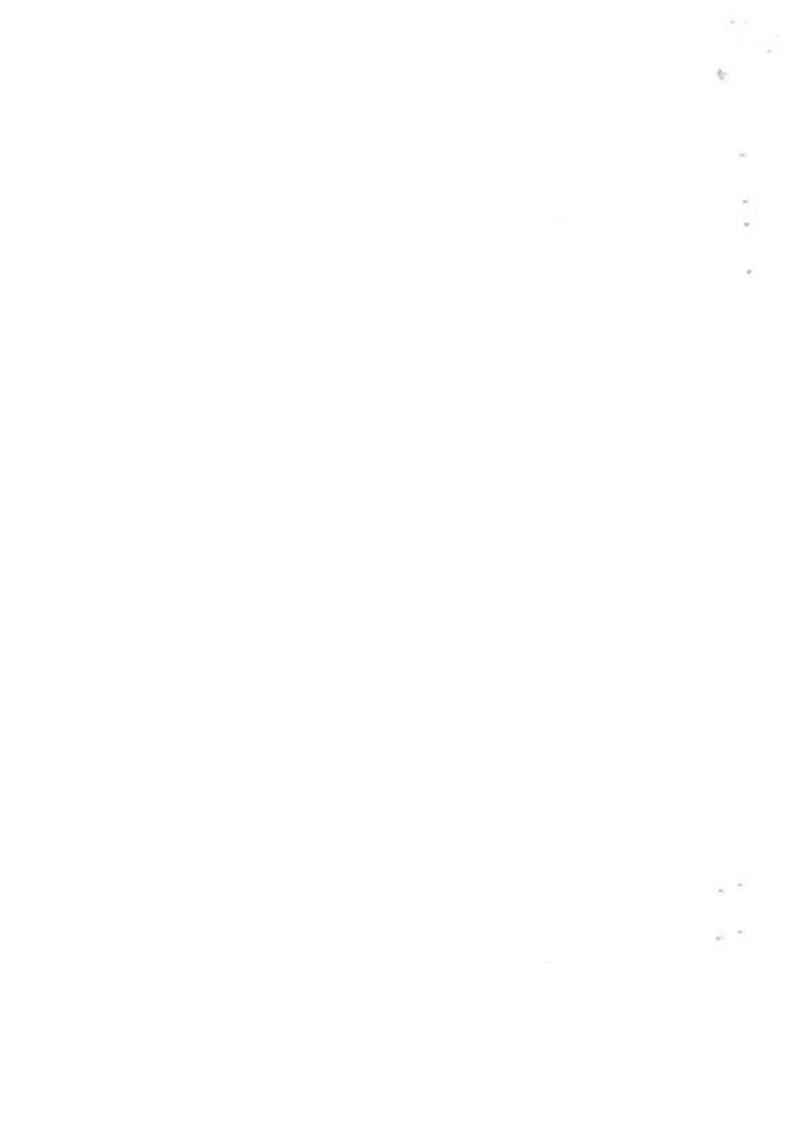
If this coul is long recommend a met coul in found, pleme inform someway Income Tox PAN Services Unit, SCHOOL 5th Roos, Martin Sterling, Plot No. 181, Agreey No. 3979, Model Colory, New Deep Hampilew Chook,

Ter 91-20-2721 MINE, No. 51-25-2721 MINI e-mail transmissed pain



MERA AADHAAR, MERI PEHCHAN









कारणीय विशिष्ट विशिष्ट शास्त्रिकरा

ভারত সরকার

Unique Identification Authority of India Government of India

टानिस्मृद्धित पाँदे कि / Enrollment No. : 1111/19918/00937

To ARPAN CHARRABORTY
THE DESCRIPTION OF THE PROPERTY OF THE PR



HL716796031FT 71879603



আপদার আখার সংখ্যা / Your Aadhaar No.:

9071 6825 3325

আধার – সাধারণ মানুষের অধিকার



Severment of Inch

Government of Incla

ARPAN CHAKRABORTY Hor: sensors Father: Tapan Chakrabory

WWITHUDOR-2008/1694 SPX / Male

9071 6825 3325



आधाद - माधादा मानूखद अधिकाद







ভথা

- ज्यात पतिप्रस्त्रत प्रमाप, नामविक्तस्त प्रमाप नग्न।
- পরিচয়ের প্রমাধ করণাইন প্রমাশীকরণ হরে। শান্ত করেন।

INFORMATION

- Audheur is proof of identity, not of citizenship.
- # To establish identity, authenticate online.
- वाधात प्राप्ता (प्राप्त भागा)।
- লাখার ভবিষয়ত সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহয়েক হবে।
- # Aadhaar is valid throughout the country.
- Andhear will be helpful in availing Government and Non-Government services in future.



emeller । diser प्रविकतन Unique Conficulor Authory of India

प्रेमान: गर्थीनसम्बन्धी आसी, त्या वर्ष प्रमाप (का), विभाग प्रेमा कृत नकाना, नविक्र नाह, Address: LAXMII NARAYAN PALLY (M.B.RCAD), North Deimden (m), North 24 Parganas, Ninta, West Bangai, 700049

9071 6825 3325

1867 1861 1104 000 19 [54] strikkinger 

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1902-2022, Page from 115537 to 115590 being No 190202491 for the year 2022.



Digitally signed by SATYAJIT BISWAS Date: 2022.03.30 15:30:18 +05:30 Reason: Digital Signing of Deed.

Among ?

(Satyajit Biswas) 2022/03/30 03:30:18 PM ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - II KOLKATA West Bengal.

(This document is digitally signed.)