

29/09/2020

I-2649/2020

भारतीय गैर न्यायिक

पचास
रुपये
रु.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Certified that the documents is admitted to registration. The Signature sheet/s and the endorsement sheets attached with this document are the part of the document.

AA 122840

Aditi, Dist Sub-Registrar
Alipore, South 24 Parganas

30 SEP 2020

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered on this 30th day of September, 2020, at Kolkata ("Effective Date")

BY AND AMONG:


- (1) SMT. TANUSREE DAS, (PAN: AYS PD7492H) (Aadhaar No. 3366 1262 2201) wife of Late Samir Kumar Das, by faith Hindu, by occupation Housewife, by Nationality Indian, residing at 344/2, NSC Bose Road, P.O. Naktala, P.S. Netaji Nagar, Kolkata - 700047, hereinafter called and referred to as "OWNER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include her respective legal heirs, successors, executors, representatives, administrators and/or assigns) of the **ONE PART.**;

13077

Sl. No.....Date.....
Name.....
Add.....
AMT.....50.....

04 SEP 2020
04 SEP 2020

Mandeep Kaur
Advocate
10, Old Post Office Street
Left Block Room No.-31
Kolkata-700001


SOUMITRA CHANDA
Licensed Stamp Vendor
8/2, K. S. Roy Road, Kol-1



Identified by
Sub-Registrar
Adv



(2) **SADGURU PROJECTS & DEVELOPMENTS PVT. LTD.**, (PAN AAOCS7608B) a company within the meaning of the Companies Act, 2013, having its registered office at 122, Harisava Math, Brahmapur, P.O. Garia, P.S. Bansdrani, Kolkata-700084, hereinafter referred to as the "DEVELOPER" represented by its Director, Mr. Ramesh Chand Singhal, son of Late Shri Biseswar Lal Singhal, residing at 293, Harisava Math, Brahmapur, P.O. Garia, P.S. Bansdrani, Kolkata – 700084, authorized vide Board Resolution dated 16th September 2020 (which expression shall, unless excluded by or repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors-in-office and assigns) of the **SECOND PARTY**;

"Parties" shall mean collectively the Owner and the Developer and "Party" shall mean the Owner and the Developer individually.

WHEREAS:

- A. Srimati Krishna Ghosh was the sole and absolute owner and/or otherwise well and sufficiently entitled to **ALL THAT** a piece and parcel of land admeasuring 5 (Five) Cottahs (be the same, a little more or less) together with a structure constructed thereon together with an easement right of 20 ft. wide metal road running by the side of the said land, which is situated at Municipal premises No. 344 (portion), N.S.C. Bose Road, P.S.-Tollygunge, Calcutta - 700047, (hereinafter referred to as said **Premises/Property** which particularly described in **Schedule-"1"** hereunder written);
- B. By virtue of a Deed of Gift dated 26th June 1964 registered with the Registrar of Calcutta in Book No. I, Volume No. 108, Pages from 243 to 245, being No. 3513 for the year 1964, the said Srimati Krishna Ghosh had gave, devised, transferred and bequeathed **ALL THAT** a piece and parcel of land admeasuring 5 (Five) Cottahs (be the same, a little more or less) together with a structure constructed thereon together with an easement right of 20 ft. wide metal road running by the side of the said land, which is situated at Municipal premises No. 344 (portion), N.S.C.

Bose Road, P.S.- Tollygunge, Calcutta - 700047 unto and in favour of her husband Shri Satyendra Kumar Ghosh, absolutely and forever;

C. By virtue of an Indenture dated 17th June 1983 registered with the Registrar of Assurances Calcutta in Book No. I, Volume No. 212, Pages from 62 to 67, being No. 5880 for the year 1983 made between Satyandra Kumar Ghosh therein referred to as Vendor of One Part and Samir Das therein referred to as Purchaser of Other Part whereby and where under the said Vendor had sold, transferred, conveyed, assigned and assured the undivided 1/3rd share of the said Property i.e. **ALL THAT** piece or parcel of land measuring 5 (Five) Cottahs (be the same, a little more or less) together with a two storied brick built house and other structures erected thereon, bearing C.S. Plot Nos. 44, 44/546, 45 and 47 within Mouza - Naktala, Khatian No. 304, J.L. No. 32, Touzi No. 56 now forming part of the Municipal premises No. 344 (present No. 344/2), N.S.C. Bose Road, P.S.- Tollygunge, Kolkata- 700047, under Registrar and Sub-Registrar office at Alipore, within the District of 24 Parganas (South) (which particularly described in the Schedule of the said Indenture) unto and in favour of the said Samir Das, absolutely and forever;

D. By virtue of another Indenture dated 17th June 1983 registered with the Registrar of Assurances Calcutta in Book No. I, Volume No. 212, Pages from 37 to 45, being No. 5876 for the year 1983 made between Satyandra Kumar Ghosh therein referred to as Vendor of One Part and Nani Gopal Dey therein referred to as Purchaser of Other Part whereby and where under the said Vendor had sold, transferred, conveyed, assigned and assured the undivided 1/3rd share of the said Property i.e. **ALL THAT** piece or parcel of land measuring 5 (Five) Cottahs (be the same, a little more or less) together with a two storied brick built house and other structures erected thereon, bearing C.S. Plot Nos. 44, 44/546, 45 and 47 within Mouza- Naktala, within Khatian No. 304, J.L. No. 32, Touzi No. 56 now forming part of Municipal premises No. 344 (present No. 344/2), N.S.C. Bose Road, P.S.- Tollygunge, Kolkata- 700047, under Registrar and Sub-Registrar office at Alipore within the District of 24 Parganas

(South), (which particularly described in the Schedule of the said Indenture) unto and in favour of the said Nani Gopal Dey, absolutely and forever;

- E. By virtue of another Indenture dated 17th June 1983 registered with the Registrar of Assurances Calcutta in Book No. I, Volume No. 212, Pages from 54 to 61 being No. 5871 for the year 1983 made between Satyandra Kumar Ghosh therein referred to as Vendor of One Part and Srimati Purabee Dey therein referred to as Purchaser of Other Part whereby and where under the said Vendor had sold, transferred, conveyed, assigned and assured the undivided 1/3rd share of the said Property i.e. **ALL THAT** piece or parcel of land measuring 5 (Five) Cottahs (be the same, a little more or less) together with a two storied brick built house and other structures erected thereon, bearing C.S. Plot Nos. 44, 44/546, 45 and 47 within Mouza - Naktala, within Khatian No. 304, J.L. No. 32, Touzi No. 56 now forming part of Municipal premises No. 344 (present No. 344/2), N.S.C. Bose Road, P.S.- Tollygunge, Kolkata- 700047, under the Registrar and Sub-Registrar office at Alipore within the District of 24 Parganas (South), (which particularly described in the Schedule of the said Indenture) unto and in favour of the said Purabee Dey, absolutely and forever;
- F. By virtue of the aforesaid Indentures all dated 17th June, 1983 the said Samir Das, Nani Gopal Dey and Purabee Dey became the owners of the said property at premises No. 344 (present No. 344/2), N.S.C. Bose Road, P.S.- Tollygunge, Kolkata- 700047, which particularly described in **Schedule-"1"** hereto.
- G. The said Purabee Dey who during her lifetime at the time of her death was a Hindu Governed by Dayabhaga School of Hindu Law died on 23.02.1990 intestate leaving behind her and surviving her husband Nani Gopal Dey as her only legal heir and successor and no one else. The said Purabee Dey was issueless;

- H. In view of the above and in accordance with the provisions of Section 15(a) of Hindu Succession Act, 1956 the said undivided $1/3^{\text{rd}}$ share of the said property of the said Purabee Dey in respect of the said premises had been devolved upon her husband Nani Gopal Dey and accordingly the said Nani Gopal Dey became the owner of undivided $2/3^{\text{rd}}$ share of the said Property;
- I. The said Nani Gopal Dey who during his life time and at the time of his death was Hindu Governed by Dayabhaga School of Hindu Law died intestate on 16.02.2001 leaving behind him surviving his only pre-deceased sister's son Shri Samir Das alias Samir Kumar Das as his only Class-II legal heir and successor and on one else. The said Nani Gopal Das does not have his own children (biological/adopted);
- J. In view of the above and in terms of the provisions as enshrined under Section 8(b) of the Hindu Succession Act, 1956 the said undivided $2/3^{\text{rd}}$ share of Nani Gopal Das in respect of the said premises had been devolved upon the said Samir Das alias Samir Kumar Das.
- K. In view of the above the said Samir Das alias Samir Kumar Das became the sole and absolute owner of ALL THAT piece and parcel of land area of 5 (Five) Cottahs (be the same, a little more or less) together with a building constructed thereon area about 2200 sq. ft. lying and situated at and being Municipal premises No. 344/2, N.S.C. Bose Road, Kolkata - 700047, being Municipal Assessee No. 21100701900, within the limits of ward No. 100 of the Kolkata Municipal Corporation, under P.S. Netaji Nagar, within a jurisdiction of Sub-Registrar at Alipore, District- 24 Parganas (South) (hereinafter referred to as the said property/premises) which particularly described in the **Schedule - "1"** hereto;
- L. By virtue of a deed of gift dated 7th March 2020, registered with the Registrar of Assurance -IV, Kolkata, Book No – I, Volume No.1904-2020, Pages from 139322 to 139351 being No. 190402146 for the year 2020, made between the said Samir Das alias Samir Kumar Das therein referred to as the Donor of the One Part and SMT. TANUSREE DAS, therein referred to as the Donee of the Other Part, whereby and where under the

said Samir Kumar Das had gave devised bequeathed and transferred **ALL THAT** piece and parcel of land area of 5 (Five) Cottahs (be the same, a little more or less) together with a building constructed thereon area about 2200 sq. ft. lying and situated at and being Municipal premises No. 344/2, N.S.C. Bose Road, Kolkata- 700047, being Municipal Assessee No. 21100701900, within the limits of ward No. 100 of the Kolkata Municipal Corporation, under P.S. Netaji Nagar, within a jurisdiction of Sub-Registrar at Alipore, District - 24 Parganas (South), which particularly described in the schedule of the said deed of gift unto and in favour of his wife Smt. Tanusree Das, absolutely and for ever.

- M.** By virtue of the aforesaid gift the said Smt. Tanusree Das became the sole and absolute owner of the said **ALL THAT** piece and parcel of land area of 5 (Five) Cottahs (be the same a little more or less) together with a building constructed thereon area about 2200 sq. ft. lying and situated at and being Municipal premises No. 344/2, N.S.C. Bose Road, Kolkata- 700047, being Municipal Assessee No. 21100701900 within the limits of Kolkata Municipal Corporation under Ward No. 100, under P.S. Netaji Nagar, within a jurisdiction of Sub-Registrar at Alipore, District- 24 Parganas (South), hereinafter referred to as the said property which particularly described in the **Schedule – 1** hereto.
- N.** The Parties now have agreed to enter into a development agreement based on the assurances and representations of the Developer regarding its expertise and competence to undertake the development and completion of the Project and based on the representations of the Owner as mentioned in clause 9.3 of this Agreement, the Owner has agreed to grant Development Rights (*defined below*) to the Developer, by and under this Agreement and the Developer has consented to the same subject to satisfactory outcome of the Due Diligence(*defined below*) of the Land; and the Parties are entering into this Agreement to record their understanding with respect to the terms and conditions for such development of the Said property and the Project by the Developer.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement and other good and valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, the Parties with the intent to be legally bound hereby agree as follows:

1) **DEFINITIONS AND INTERPRETATION**

1.1 **Definition**

"Affiliate" shall mean with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common Control with, such Person;

"Agreed Ratio" shall have the meaning ascribed to it in Clause 4.1;

"Agreement" shall mean this Agreement along with all annexures and schedules attached hereto and all instruments supplemental to or in amendment or furtherance or confirmation of this Agreement, entered into in writing, in accordance with its terms, including the power of attorneys to be executed in favour of the Developer in terms of this Agreement;

"Allocations" shall mean collectively the Owner's Allocation and the Developer's Allocation and **"Allocation"** shall mean any one of the above;

"Applicable Law" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;

"Approvals" shall mean and include any approvals, authorizations, permissions, no objection certificates, clearance, permit, sanctions, licenses, etc., in any form whatsoever, irrespective of its nomenclature required under any Applicable Law from any Government Authority for the construction, development, completion, ownership, management, operation, leasing/

disposal and implementation of the Project, the building plans, any completion certificate and any occupation certificates;

"Architect" shall mean the architect appointed or to be appointed from time to time by the Developer for the purpose of planning, designing and supervision of construction and development of the Project;

"Association" shall mean the association, syndicate, committee body, society or company which would comprise the Intending Purchasers and be formed or incorporated at the instance of the Developer for Common Purposes with such rules and regulations as shall be framed by the Developer in consultation with the Intending Purchasers;

"Building(s)" shall mean multi-stored building(s) forming part of the Project to be constructed in a phased manner on the Said property by the Developer including car parking and other spaces intended for enjoyment of the Building(s) or portion or Units, including Common Areas;

"Building Plan(s)" shall mean the sanctioned building plans and shall include all amendments and/or modifications thereon as may be made from time to time and approved by the authorities concerned;

"Common Areas" shall mean the areas, facilities and amenities in the Building(s) and/or the Said property earmarked for common use and enjoyment of the owners/occupiers of the Units and shall include parking, corridors, terrace, stairways, landings, lobbies, entrances, exits/gates, passageways, driveways, garden, pathways, lifts, shafts/ducts, drains, sewers, pits, machine room, store room, caretaker room, electric/ generator/transformer/meter or other equipment room, common toilets, other spaces, water tanks/reservoirs, association room, pumps, motors, tube wells, pipes, plumbing, water tank, water filtration plant, periphery walls, parapet walls, projections, foundation, columns, supports, facilities whatsoever required for the use, enjoyment, establishment, locations, maintenance and/or management of the Building(s) and/or the common facilities or any of them as the case may be;

"Common Purposes" shall mean and include the purpose of managing, maintaining and up keeping the Project as a whole in particular the Building(s), Common Areas, facilities and amenities, rendition of common services in common to the Intending Purchasers, collection and disbursement of the common expenses and administering and dealing with the matters of common interest of the Intending Purchasers and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas;

"Completion" in respect of the Project, shall mean the completion of the planning, design, grant of Approvals, construction and development of the Project and as evidenced by the completion/ occupancy certificate issued by the appropriate Governmental Authority with respect to the Project/Blocks and shall include the sale/transfer of all the Units to the Intending Purchasers;

"Completion Date" shall have the meaning as specified in Clause 8 herein;

"Completion Period" shall have the meaning as specified in Clause 8 herein;

"Conditions Precedent" shall mean the Conditions Precedent as specified in Clause 6 herein;

"Control" shall have the meaning ascribed to it in the Companies Act, 2013. The terms "controlled by," "under common control with" and "controlling" shall have correlative meanings;

"Developer's Advocate" shall mean Pahari & Co, Advocates having its office at 10, Old Post Office Street, Room No. 30 &31, Left Block, 1st Floor, Kolkata-700 001;

"Developer Power of Attorneys" shall have the meaning as specified in Clause 2.6 herein;

"Developer Allocation" shall mean 50% (Fifty percent) of the saleable area in the Said new proposed building, (including roof, commercial spaces and Car Parking area) , 50% (Fifty percent) of the Common Areas of the building to be constructed in and upon the said Premises and shall include

any change in such Allocation due to change in the Agreed Ratio as provided in Clause 3.5 of the Development Agreement;

"**Development Rights**" shall include, *inter alia*, the right, power, entitlement, authority, sanction and permission to:

- (i) enter upon and take possession of the Said property in accordance with this Agreement for the purpose of development and construction of the Project in phases and to remain in such possession until the Completion of the Project;
- (ii) to demolish the existing structures on the Said property in accordance with **Schedule 2** hereto;
- (iii) appoint, employ or engage architect, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the planning, design, development and construction of the Project;
- (iv) to carry out planning, design, all the infrastructure and related work/ constructions for the Project in phases, including levelling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations, landscaping and all other common areas and facilities for the total built up area to be constructed on the Said property as may be required by any Approvals, layout plan, or order of any Governmental Authority; and to set up site offices, marketing offices and construct sample homes/ apartments/ Units;
- (v) to launch the Project (in phases or otherwise of varying sizes as may be decided by the Developer) and subject to the terms of the Agreement, to exercise full, exclusive and irrevocable marketing, leasing, licensing and sale rights in respect of the Units and related undivided interests in the Said property comprised in the Developer Allocation and enter into

agreements of transfer with all Intending Purchasers of the Units of the Developer Allocation and on such marketing, leasing, licensing or sale, to receive proceeds and give receipts and hand over ownership, possession, use or occupation of the Units to the Intending Purchasers comprised in the Developer Allocation;

- (vi) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the marketing, leasing, licensing or sale of the Units in the Developer Allocation as envisaged herein, including execution/ registration of the Unit Agreements for the Developer Allocation, appear and present for registration before the jurisdictional Registrar or Sub Registrar towards registration of the documents for sale, lease or transfer of the Units in the Developer Allocation;
- (vii) manage the Said property and the Common Areas constructed upon the Said property, till the completion of the Project and transfer/ assign such right of maintenance upon formation of the Association and to retain all benefits, consideration etc. accruing from such maintenance of the Project in trust for the Association and handover the same to the Association on its formation;
- (viii) apply for and obtain any Approvals in the name of Owner or wherever required under the Applicable Law in the name of the Developer, including any temporary connections of water, electricity, drainage and sewerage in the name of the Owner for the purpose of development and construction and Completion of the Project or for any other exploitation of the Development Rights in the Project as per this Agreement;
- (ix) generally do any and all other acts, deeds and things that are ancillary or incidental for the exercise of the Development Rights, including any rights stated elsewhere in this Agreement.

Provided that the Said property herein above shall mean the Said property which is being owned by the Owner and free from all encumbrances.

"Due Diligence" shall mean the exercise to be undertaken by the Developer based on the satisfactory documents provided by the Owner and searching carried out in the relevant departments of the Government and/or courts for ascertaining the marketable title of the Owner in the Property;

"Due Diligence Period" shall mean 90 days' period from the date all the documents relating to the Due Diligence of the Said property as requisitioned by the Developer and/or its Advocate have been received by the Developers' Advocate from the Owner which date may be further extended by the Parties as may be decided mutually;

"Effective Date" shall mean the date of execution of this Agreement above written when this Agreement shall come into force;

"Encumbrance" means any third party claims including any prior sale/ agreement to sell, gift, mortgage, license, trust, exchange, lease, encroachment by or settled possession of a third party, legal flaw, claims, prior agreement to sell, loan, surety, security, lien, court injunction, litigation, stay order, notices, charges, disputes, acquisition, attachment in the decree of any court, hypothecation, income tax or wealth tax attachment or any other registered or unregistered Encumbrance whatsoever, burdensome covenant or condition and/or any other arrangement which has the effect of constituting a charge or security interest or other third party interest or negative lien which could affect the construction and development and/or ownership of the Project;

"Force Majeure" shall include the following having a material and significant negative lasting impact on the Project and/or execution of the development work and/or the relevant context in which the Force Majeure clause is intended to be invoked:

- i. Act of war, hostilities (whether war be declared or not), invasion, act of

- foreign enemies, armed conflict blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage; or
- ii. Rebellion, terrorism, revolution, insurrection, military or usurped power or civil war; or
 - iii. Riot, commotions or other civil disorders; or
 - iv. Any act, restraint or regulation of any Governmental Instrumentality including any local, State, or central government of India or any department, instrumentality or agency thereof including any act, regulation or restraint constituting a change in law; or
 - v. Any failure by a competent authority to grant or renew any license, permit or clearance or sanction within reasonable time (other than for cause) after application having been duly made; or
 - vi. Any local issues beyond the control of the Developer which may hamper the implementation of the Project;
 - vii. Flood, cyclone, lightning, earthquake, drought, storm or any other effect of natural elements; or
 - viii. Legal proceedings or any other order, rule or notification issued by competent authorities including any action or inaction of the competent authorities effecting the development of the Project or
 - ix. Such other incidents or events beyond the control of the Developer.

"Governmental Authority(ies)" shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, including any municipal/ local authority having jurisdiction over any matter pertaining to the construction and development of the Project;

"**Marketing Agent**" shall mean any competent person to be appointed by the Developer for itself and for and on behalf of other Parties;

"**Conditions Precedent**" shall mean the conditions precedent specified in **Schedule-6** to be fulfilled by the Developer;

"**Owners Allocation**" shall mean 50% (Fifty percent) of the saleable area in the project (including roof and car parking area and commercial area), 50% (Fifty percent) of the Common Areas and 50% (Fifty percent) of the undivided share in the Said property;

"**Person**" means any individual, sole proprietorship, unincorporated association, body corporate, corporation, company, partnership, limited liability partnership, limited liability company, joint venture, Governmental Authority or trust or any other entity or organization;

"**Project**" shall mean the development and construction of residential and/or commercial real estate project to be constructed by the Developer in phases (or otherwise) at its sole discretion;

"**Project Costs**" shall mean all costs and expenses for the construction and development of the Project, Architect fees etc. and for obtaining any Approvals for the same, together with all rates and taxes till the handing over/adjustment of the Owner's allocations which shall exclude the Reimbursable Costs;

"**Quarter**" shall mean each three months' period in a Financial Year commencing on the months of April, July, October and January respectively;

"**Reimbursable Costs**" means all costs and expenses set forth at **Schedule - 3** of this Agreement, as are required to be paid by the intending purchasers of the Project as only to the extent of Owner's allocation if the value of the adjustable area exceeds Owner's allocations after adjustment of security deposit and actual cost incurred to address/rectify the condition precedent;

"**Sale Proceeds**" shall have the meaning ascribed to it in Clauses 3.3 & 5.1(ii);

"**Security Deposit**" shall have the meaning as specified in Clause 5 herein;

"**Unit/Units**" shall mean the self-contained units, flats, apartments other built up spaces for residential and/or commercial uses or purposes and car parking spaces in the Project to be constructed and developed by the Developer.

1.2 Interpretation

In this Agreement, unless the contrary intention appears:

1.2.1 any reference to any statute or statutory provision shall include:

- (i) all subordinate legislation made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated);
- (ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

1.2.2 any reference to the singular shall include the plural and vice-versa;

1.2.3 any references to the masculine, the feminine and the neuter shall include each other;

1.2.4 any reference herein to any Clause or Schedule or Annexure is a reference to such Clause or Schedule to this Agreement. The Schedules and Annexure to this Agreement shall form an integral part of this Agreement;

1.2.5 references to this Agreement shall be construed as references to this Agreement as amended, varied, novated, supplemented or replaced from time to time;

- 1.2.6 each of the representations and warranties provided in this Agreement is independent of other representations and warranties and unless the contrary is expressly stated, no Clause in this Agreement limits the extent or application of another Clause or any part thereof;
- 1.2.7 "in writing" includes any communication made by letter, fax or e-mail;
- 1.2.8 the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- 1.2.9 all the aforesaid recitals shall form integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

1.3 Purpose

- 1.3.1 This Agreement is to set forth the terms and conditions with respect to and pertaining to the grant of the Development Rights by the Owner with respect to the Said property in favour of the Developer, the nature of the Project to be developed by the Developer and the rights and obligations of the Parties towards the implementation of the Project.
- 1.3.2 The Parties shall extend all cooperation to each other and do all such acts and deeds that may be required to give effect to and accomplish the provisions and purposes of this Agreement. The Owner shall provide all assistance to the Developer that may be required by the Developer from time to time for the purpose of carrying out the transactions contemplated hereby.
- 1.3.3 if, for any reason whatsoever, any term contained in this Agreement cannot be performed or fulfilled, then save and except any other rights the Parties respectively may have against the other under this Agreement or in law, the Parties shall meet, explore and agree to any

alternative solutions depending upon the changed circumstances, but keeping in view the spirit and objectives of this Agreement.

1.3.4 The Owner and the Developer shall complete the Due Diligence of the Said property within the Due Diligence Period and on completion of Due diligence if the Developer feels that implementation of the Project on any part or portion of the Said property is not feasible on account of a defective title or for any other reason in such event the Owner shall remove all defects in title at her own costs and expenses and for such delay the Developer shall entitle damages and compensation from the owner.

1.3.5 The Owner shall remain responsible for any litigation related to her title to the Said property and shall bear all costs associated in that respect and shall, be liable to the Developer to keep the Developer indemnified and harmless against any losses, claims, damages etc. the Developer may suffer in this regard.

2) **GRANT OF DEVELOPMENT RIGHTS**

2.1 (i) Subject to the terms and conditions contained in this Agreement, on and from the Effective Date, the Owner hereby irrevocably and exclusively grant to the Developer and the Developer hereby accepts from the Owner, all the Development Rights in respect of the Said Property. The Parties agree that hereafter the Project shall be exclusively implemented/ constructed/ developed by the Developer as per the terms contained in this Agreement. Subject to the Developer being in compliance with all its material obligations under this Agreement, the Owner hereby agree not to disturb, interrupt or interfere with or commit any act or omission which would in any manner result in any detriment to the Development Rights of the Developer or delay or stoppage of the Project.

(ii) The Parties agree to ensure that no other person, acting under or through them, does, any act of commission or omission that (a) interferes with or causes any obstruction or hindrance in the exercise of

any of the Development Rights by the Developer; or (b) whereby the grant of the Development Rights or the rights of the Developer in respect of the Said property is prejudicially affected. In the performance of its duties and the exercise of its rights, powers and authorities under this Agreement, the Owner shall act in the best interests of the Developer and shall not, in any manner whatsoever do any act, deed or thing that is detrimental to or against the interests of the Developer and/or the Project. The Owner shall not do or have any right to do any act or deed which tends to have the effect of interrupting the progress or Completion of the development of the Project on the Said property or which either renders the Developer incapable of performing its obligations under this Agreement or increases the burden of the Developer in performing its obligations under this Agreement, or which adversely affects the Project.

- 2.2 The Developer shall, at its costs and expenses, carry out the development and construction of the Project. Further the Developer shall, at its costs and expenses, obtain all requisite Approvals, for development and construction of the Project. All Development Costs shall be payable by the Developer.
- 2.3 The Developer shall prepare, all applications, plans, undertakings, lay out plans, details, descriptions etc. for submission with any Government Authority for obtainment of any Approval. The Owner agrees that in the event the Owner is required to obtain any Approvals or has at any point in time applied for or obtained any Approval whether with respect to the Project, it shall provide to the Developer copies of all such applications along with documents filed and approvals obtained, as and when the same are made or obtained.
- 2.4 Immediately upon execution of this Agreement, the Developer shall be deemed to have taken vacant and peaceful possession of the Said property for the purpose of development and construction of the Project and the Developer shall have the right to enter upon the Said Property directly or through its affiliates, associates, nominees, agents, architects, consultants, representatives, contractors and/or assigns, to do all such acts and deeds required and/or necessary for, exercising the development rights and for the

implementation and development of the Project. Provided however that, nothing contained herein shall be construed as delivery of possession in part performance of any Agreement of Sale under Section 53-A of the Transfer of Property Act, 1882 or Section 2(47)(v) of Income Tax Act, 1961. The possession of the Said property handed over to the Developer shall be in accordance with and for the purposes of development and construction of the Project and other rights and entitlements as set forth in this Agreement.

2.5 The Developer shall execute the Project strictly in accordance with the Building Plan.

2.6 (i) The Owner agrees and undertakes to execute, maintain and cause to be registered simultaneously herewith or any time hereinafter an exclusive special power of attorney ("**Developer Power of Attorney**") in favour of the Developer. The Developer shall be entitled to appoint one or more substitutes under the said Developer Power of Attorney for the exercise of any or all of the powers and authorities there under in favour of any of its Affiliates.

Provided that when the Developer appoints any co-developer then at the instance of the Developer, the Owner shall execute a special power of attorney in favour of such co-developer or execute a power of attorney jointly authorizing the Developer and the co-developer granting all such rights as may be given under the Developer Power of Attorney.

(ii) The Developer Power of Attorney, the special Power of Attorney shall collectively refer to as the "**Developer Power of Attorneys**".

2.7 The Developer shall be at liberty to incorporate an Association upon completion of the Project to look after, manage and administer such maintenance work on account of the Intending Purchasers of the Units in the Building (s) constructed on the Said property and also realise the monthly maintenance charges and incur costs and expenses for the maintenance.

3) **SPACE ALLOCATION**

- 3.1 The Developer shall be entitled to takeover Developer's Allocation and is hereby allotted the Developer's Allocation; the Owner shall be entitled to takeover Owner's Allocation and is hereby allotted the Owner's Allocation.
- 3.2 The Developer shall be exclusively entitled to and shall have exclusive right to transfer or dispose of Developer's Allocation and be exclusively entitled to the entire Sale Proceeds attributable to the Developer's Allocation and the Owner shall not have any right interest claim or demand of any nature whatsoever therein or in any part thereof and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession and enjoyment of Developer's Allocation subject however, to what is provided in the Agreement.
- 3.3 The Owner, after being handed over possession of the commercial and residential built up area of Owner's Allocation, by the Developer in her favour along with the Architect's certificate, shall, notwithstanding the rights and authority of the Developer granted under the Developer Power of Attorney, if so requested by the Developer and at the cost of Developer, execute and register Deed of Conveyance in respect of undivided proportionate share in the Said property comprised in the Units forming part of the Developer's Allocation and sign all such forms and papers as may be necessary for registration of the Conveyance. The Owner agrees and undertakes to authorise the Developer in the Developer Power of Attorney to, inter alia, enter into agreements, arrangements and execute and present for registration Deed of Conveyance for undertaking to transfer undivided proportionate Allocation in the Said property comprised in the Units forming part of the Developer's Allocation . Provided however, it is agreed between the parties that , the owner, in terms of this agreement, shall have every right to deal with the Owner's Allocation at her own without any interference of the Developer.
- 3.4 In case upon the sanction of the Building Plan for construction of the Building any additional area and/or FAR becomes available in view of any amendment of any rules and regulations, or any other circumstances, in that event, the Developer shall obtain re-sanction of the Building Plan and the costs and

expenses for such re-sanction and construction of additional area/FAR shall be borne and paid by the Owner and Developer equally and that the Developer and the Owner shall be entitled to the said entire additional area/FAR on 50:50 ratio basis. The entire Project Costs of such additional area shall equally also be borne by the Developer and Owner.

4) **ALLOCATION OF THE OWNER AND THE DEVELOPER IN THE PROJECT**

4.1 The allocation of the Developer in the Project shall be 50% (Fifty percent) and that of the Owner shall be 50% (Fifty percent) ("**Agreed Ratio**").

4.2 It is hereby specifically agreed and acknowledged by the Owner that the Owner's Allocation shall, under all circumstances specified in clause 4.1 above, be calculated only on the basis of sanctioned building plan to be obtained from the concerned authority in respect of the said property.

4.3 The Owner hereby specifically acknowledges, agrees and understands that:

The Owner shall remain liable to the Developer to keep the Developer, its directors, officers, employees, contractors, agents and advisers indemnified and harmless against any damages, loss, claims, litigations including any claims made by any customer of the Project.

5. **SECURITY DEPOSIT**

5.1 Subject to Clause 6 and other applicable provisions, the Developer agrees to pay a maximum of Rs. 55,00,000/- (Rupees Fifty Five Lacs only) as refundable interest free security deposit ("**Security Deposit**") to the Owner. The Security Deposit shall be refunded by the Owner to the Developer in the manner as to be mutually decided upon.

5(a). NO PARTNERSHIP :

The Owner and the Developer have entered into this Agreement purely as a contract on principal to principal basis 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

5(b). NO DEMISE OR ASSIGNMENT :

Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the premises or any part thereof to the Developer by the Owner or as creating any right, title or interest therein in favour of the Developer except to develop the premises in terms of this Agreement provided however the Developer shall be entitled to borrow money from any bank or banks without creating any financial liability on the Owner or effecting the estate and interest in the premises, and it is being expressly agreed and understood that in no event either the Owner or the Owner's Allocation or any of her estate shall be responsible and/or be made liable for payment of any dues to such Bank or Banks and for that purpose the Developer shall keep the Owner indemnified against all actions, suits, proceedings, costs, charges and expenses.

- 7.1 The Parties have agreed that the Allocations in the Project shall be marketed to the Intending Purchasers by the Developer alone and on such terms and conditions (including price of the Units) as may be decided by the Developer from time to time keeping in mind the best interests of the Project and that of the Parties.
- 7.2 The Owner agrees and undertakes that (i) the Developer shall have the exclusive right to launch the Project, name the Project, display, signage or display rights (whether on hoardings or on terraces or otherwise), in such manner and on such terms, as may be deemed appropriate by the Developer, in its sole and absolute discretion; (ii) the name and/or identification numbers given to the buildings or portions thereof of the Project shall be displayed in a manner as may be decided by the Developer in its sole discretion; (iii) no signboard, hoarding or any other logo or sign shall be put up by the Owner on the Building on the exterior of the Buildings or on the outer walls of the Buildings of the Project; and (iv) the Owner shall not do any act or thing that may adversely affect the aesthetic appearance or beauty of the Building and/or the Project nor do anything which may cause nuisance or obstruction or hindrance to the Intending Purchasers and/or the Developer.
- 7.3 The Developer shall ensure that the advertising and marketing is carried out in a manner that is consistent with and not in derogation of or conflict with any of the terms or provisions of this Agreement and the Applicable Laws.
- 7.4 The Parties hereby agree, undertake and acknowledge that, (i) all agreements for sale/ lease/ license/ allotment whether Unit/ flat buyer agreements and (ii) any other agreement or memorandum of understanding or letter of intent for sale, booking of any Unit, flat, apartment or any other space/ area in their respective Allocations in the Said Property; and (iii) any other agreement or memorandum of understanding or letter of intent or letter or form to accept or receive any request for booking or allotment of sale/ lease/ license of any flat, apartment, Unit or any other space/ area in the Said Property; and (iv) any power of attorney or indemnity bond or undertakings or other agreements which are ancillary to the agreements contemplated above (hereinafter collectively the "**Unit Agreements**"), shall be prepared by the Developer's

advocate.

8. CONSTRUCTION AND COMPLETION OF THE PROJECT

8.1 Subject to Force Majeure and/or any delays owing to defaults of the Owner or any acts, omissions or conduct of the Owner or any persons acting on behalf of the Owner, the Developer shall complete construction within a period of 30 (Thirty) months ("**Construction Commencement**"). Immediately after Completion Period of the Project, the Developer shall give a notice of completion of the Project to the Owner and the date on which the Owner receives such completion notice is hereinafter referred to as **the Completion Date**.

If the Developer fails to complete the building in accordance with the sanctioned building plan within the stipulated period of time due to force majeure restrictions, in such event the Owner shall extend further period of 6 (Six) months and if the Developer fails and/or neglects and/or not in position to complete the building within the said further extended period of 6 (Six) months, the Developer shall pay damage at the rate of Rs.50,000/- per months to the Owners till such completion of the construction of new building.

8.2 Notwithstanding anything contained herein, if there are any delays in completion of the construction within the Completion Period owing to any acts, omissions or conduct of the Owner or any persons acting on behalf of the Owner, then the Owner shall be liable to pay to the Developer the same compensation as payable to the Intending Purchasers under the Unit Agreements till such time the Developer is able to complete the construction of the same and shall keep the Developer fully harmless and indemnified in this regard.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1 Subject to the Condition Precedent each of the Parties hereby represents, warrants and undertakes to the other Party that:

9.1.1 It has the full power and authority to enter into, execute and deliver this

Agreement and any other deeds, documents or agreements, including Power of Attorney, development agreements and consents, contemplated hereunder or pursuant hereto and to perform the transaction contemplated hereunder and, in case of body corporate, it is duly incorporated or organised with limited liability and existing under the laws of the jurisdiction of its incorporation;

9.1.2 The execution and delivery of this Agreement and the performance of the transaction contemplated herein has been duly authorised by all necessary corporate or other action of the Party;

9.1.3 This Agreement constitutes a legal, valid and binding obligation on the Party, enforceable against it in accordance with its terms; and

9.2 The Developer hereby represents and warrants to the Owner as follows:

9.2.1 The Developer is a company duly organised and validly existing under the Companies Act 2013 and is well compliant with the laws in India and is financially in good health and standing;

9.2.2 All information contained or referred to in this Agreement which has been given to the Owner, continues to be, true, complete and accurate in all respects and not misleading in any manner. Nothing has occurred (since the time such information was given) that results in any information, provided by them or on their behalf in connection with the transaction contemplated herein, becoming untrue or only partially true in any respect;

9.2.3 The Developer has full power and authority to execute, deliver and perform the terms and conditions of this Agreement and has taken all necessary actions to authorise the execution and delivery, by it, of this Agreement and the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by the Developer and constitutes a legal, valid and binding obligation of the Developer,

except to the extent that enforcement may be limited by applicable bankruptcy, insolvency or other laws of general application affecting creditors' rights or the application of equitable principles. The Developer shall be entitled to do all things, deeds and matters pertaining to all of the development activities on and in relation to the Said property and exercise of its Development Rights; and

9.3 Subject to conditions precedent, the Owner as may be applicable, hereby represents, warrants and covenants to the Developer as follows:

9.3.1 **Clear & marketable title:** The Owner possess clear, marketable, unfettered, absolute and unrestricted right, title and interest on the Said property and is the sole, absolute and exclusive Owner of the Said property having peaceful, legal and physical possession thereof and no other person has any right, title, interest, claim or concern of any nature therein.

9.3.2 **Compliance with Applicable Laws:** The Owner is in absolute compliance of the Applicable Law, all statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question as in effect as of the date of this Agreement;

9.3.3 **No litigation:** No litigation is pending against the Owner with regard to the Said Property.

9.3.4 **No Encumbrance & Contiguous:** The Said property and all parts of it are free from all kinds of Encumbrance whatsoever. There are no impediments with regard to the development and construction of the Project on the Said Property;

9.3.5 **No prior sales/ launch of the Project:** The Owner hereby represents

and undertakes that (i) the Owner has not entered into, nor has it authorized any person to enter into, any arrangement or agreement for sale/ lease/ license/ allotment whether flat buyer agreement, plot buyer agreement or any other agreement or memorandum of understanding for sale, booking of any plot, flat, apartment or any other space/ area, to be developed or constructed over the Said Property; and (ii) the Owner has not accepted any request for booking or allotment of sale/ lease/ license of any plot, flat, apartment or any other space/ area, to be developed or constructed over the Said Property;

9.3.6 **Usage of the Land:** The Owner has obtained all other necessary Approvals/ permits with respect to the usage and utilization of the Said property for the purposes of the construction and development of the Project;

9.3.7 **No prior power of attorney:** The Owner has not issued and/ or executed any power of attorney or any other authority, oral or otherwise empowering any other person(s) to deal with the Said property or any part thereof for any purpose whatsoever;

9.3.8 **No outstanding taxes:** There is no outstanding property taxes, rates, duties, cess, levies including assessments, water charges, electricity charges, dues or any other charges; including any infrastructure charges, under any Applicable Law, required to be paid to any Governmental Authority or other Person in connection with the Said Property. However, if at any stage any demand/notice is received in this respect the same shall be borne/settled solely by the Owner;

9.3.9 **No future impediment:** The Owner agrees and covenants that after execution of this Agreement, and except in accordance with the terms hereof, they shall not enter into any agreement, commitment, arrangement or understanding with any person which shall have the effect of creating, directly or indirectly and whether immediately or contingently, in favour of such person any right, interest, title, claim or Encumbrance in or over or in relation to the Said property and/or the

constructed area or any part thereof;

9.3.10 **Due disclosures:** All information in relation to the transactions contemplated herein which would be material to the Developer for the purposes of entering into this Agreement, and consummating the transaction contemplated herein, has been made available and disclosed to the Developer. All information contained or referred to in this Agreement which has been given to Developer, continues to be, true, complete and accurate in all respects and not misleading in any manner. Nothing has occurred (since the time such information was given) that results in any information, provided by them or on their behalf in connection with the transaction contemplated herein, becoming untrue or only partially true in any respect. The Owner further represents that no part of the Said property is affected by the West Bengal Thika Tenancy (Acquisition & Regulation) Act, 2001 or the erstwhile Kolkata Thika and other Tenancies and Lands (Acquisition and Regulation) Act, 1981. The Owner further represents that neither she nor her predecessors held any excess vacant within any urban agglomeration area including the said property within the meaning of Urban Land (Ceiling and Regulation) Act, 1976.

9.3.11 In the event the Said property is acquired before the commencement of construction by any Governmental Authority under any land acquisition laws, the Parties shall work together to: (i) contest, dispute and take all steps and actions, against such proposed acquisition/acts of the Governmental Authority; (ii) ensure that the Project is executed and implemented within the remaining part of the Land. In case the acquisition becomes unassailable, the Owner shall pay out of amounts/benefits received by the Owner for any such acquisition to the Developer the Security Deposit and any amount spent by the Developer towards the Project Costs. In the event the Owner disputes the Project Costs then the Project Costs shall be decided by the Architect.

9.3.12 Each of the representations and warranties set forth in this Clause shall

be construed as a separate warranty and (save as expressly provided to the contrary herein) shall not be limited or restricted by reference to or inference from the terms of any other representation or warranty or any other term of this Agreement.

9.3.13 For the avoidance of doubts, the representations, warranties and covenants mentioned in Clause 9 shall survive and continue to be in force and effect from the Effective Date.

9.4 As and when requested by the Developer, the Owner shall sign execute and deliver all necessary papers, applications, plans, sketches, maps, designs and other documents as may from time to time be required by the Developer for carrying out the Project and/or obtaining the telephone, electricity, water, drainage/sewerage and other essential services at the Project and/or Building(s) and/or Units.

9.5 The Owner states, declares and assures the Developer that based on her representation of a clear and marketable title to the Said property subject to conditions precedent:

- (i) the Developer can submit the declaration supported by a sworn affidavit together with the application to the appropriate authority for registration of the project if so required under any statute;
- (ii) Obtain Insurance of the title of the said property as required under the said Act at the cost and expenses of Developer on behalf of the Owner. And in case the Developer suffers any losses on account of any defect in title of the owner arising in future, the Owner agrees to indemnify the Developer.

10. MORTGAGE OF THE LAND& UNITS

10.1 The Owner hereby agrees, undertakes and acknowledge that the Developer shall be entitled to create, of its own and without any further action, consent or recourse to the Owner, mortgage or charge or encumbrances, without creating or agreeing to create any financial liability or any other risk or liability on the Owner, over the Said property and the Units for the purposes of obtaining lending/ financing/ guarantees for development and construction of

the Project or for any payment of fees/ charges or any other statutory or government levies for development/ construction on the Said property or for any customer financing for the Intending Purchasers in the Project or for anything pertaining to development/construction of the Project. The Developer is hereby authorised by the Owner to execute and register all documents/ agreements/ letters/ undertakings that may be required by the Developer for any such lending/ financing or mortgages/ charges/ encumbrance including giving any undertaking and/or no objection for and on behalf of the Owner and submitting the original title deeds with respect to the Project on the Said property with the lenders for that purpose.

11. GOVERNING LAW AND DISPUTE RESOLUTION

- 11.1 This Agreement shall be governed by the laws of India. The courts in Kolkata shall have the exclusive jurisdiction in connection with this Agreement.
- 11.2 Any and all disputes or differences arising out of or in connection with this Agreement, any breach, termination or validity thereof ("**Dispute**") which cannot be settled by negotiation and agreement between the Parties shall be referred to arbitration.
- 11.3 The Parties shall attempt in good faith to resolve any dispute, difference, conflict or claim arising out of or in relation to this Agreement through negotiations. If the dispute has not been settled through negotiation within fourteen (14) days from the date on which either Party has served written notice on the other of the dispute ("**Dispute Notice**") then the following provisions shall apply.
- 11.4 In the event of a dispute arising out of or in connection with this Agreement not being resolved in accordance with the above provisions, either Party shall be entitled to, by notice in writing ("**Arbitration Notice**") to the other Party, refer such dispute for final resolution by binding arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory enactment or modification thereunder and such arbitration shall be before a sole arbitrator to be appointed in terms of the Arbitration and Conciliation Act, 1996 or any statutory enactment or modification thereunder. The venue of such arbitration shall be at Kolkata and the arbitration shall be conducted in

English language. The award of the arbitrator shall be binding on the Parties.

12. NOTICES

Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Agreement shall be given in writing and may be given by facsimile, by personal delivery or by sending the same by courier addressed to the Party concerned at the address stated below and, or any other address subsequently notified to the other Parties for the purposes of this Clause and shall be deemed to be effective in the case of personal delivery or delivery by courier at the time of delivery and in the case of facsimile immediately after receipt of a transmission report confirming dispatch (except that the court documents may not be served by facsimile):

For Owner:

Name	SMT. TANUSREE DAS,
Address	At 344/2, NSC Bose Road, P.O. Naktala, P.S. Netaji Nagar, Kolkata - 700047
Telephone	+91 9830191979

For Developer:

Name	SADGURU PROJECTS & DEVELOPMENTS PVT. LTD.,
Address	At 122, Harisava Math, Brahmapur, P.O. Garia, P.S. Bansdroni, Kolkata-700084,
E-Mail	singhal.shanti@gmail.com;

13. MISCELLANEOUS

13.1 Confidentiality

This Agreement, its existence and all information exchanged between the Parties under this Agreement or during the negotiations preceding this Agreement is confidential to them and shall not be disclosed to any third

party. The Parties shall hold in strictest confidence, shall not use or disclose to any third party, and shall take all necessary precautions to secure any confidential information of the other Party. Disclosure of such information shall be restricted, on a need to know basis, solely to employees, agents, advisors, consultants and authorised representatives of a Party or its affiliate, who have been advised of their obligation with respect to confidential information. None of the Parties shall issue any press release or organize a press meet or make any public announcement or any disclosure in relation to this Agreement or the relationship between the Parties without taking prior written consent of the other Parties and all such press releases/public announcements shall be jointly issued by the Parties. The obligations of confidentiality do not extend to information which:

- i. is disclosed with the prior written consent of the Party who supplied the information;
- ii. is, at the date this Agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information except where the Party knows that the source has this information as a result of a breach of a confidentiality obligation;
- iii. is required to be disclosed by a Party or its affiliate pursuant to Applicable Law or the rules of any relevant stock exchange or is appropriate in connection with any necessary or desirable intimation to the any Government Authority or any regulatory authority by such Party or its affiliate;
- iv. is required to be disclosed pursuant to judicial or regulatory process or in connection with any judicial process regarding any legal action, suit or proceeding arising out of or relating to this Agreement, after giving prior notice to the other Party; or
- v. is generally and publicly available, other than as a result of breach of confidentiality by the person receiving the information.

13.2 Indemnity

13.2.1 Each Party ("Indemnifying Party") shall indemnify and agrees to defend and to keep the other indemnified including its heirs, successors, officers, directors, agents and employees and save harmless against all costs, expenses (including attorneys' fees), charges, loss, damages, claims, demands or actions of whatsoever nature by reason of:

- i. the non-performance and non-observance of any of the terms and conditions of the Agreement by the Indemnifying Party;
- ii. acts of negligence or intentional misconduct by the Indemnifying Party;
- iii. breach of the provisions of this Agreement by the Indemnifying Party;
- iv. any representation and warranty by the Indemnifying Party found to be misleading or untrue;
- v. failure by the Indemnifying Party to fulfil its obligations under any applicable law; and
- vi. any obligation, loss or liability of the Indemnifying Party or any affiliate of the Indemnifying Party whether disclosed or not-disclosed.

13.2.2 The rights of the Developer to indemnification or any other remedy under this Agreement shall not be impacted or limited by any knowledge that the Developer may have acquired, or could have acquired, whether before or after the Effective Date, nor by any investigation or diligence by the Developer. The Owner hereby acknowledges that, regardless of any investigation made (or not made) by or on behalf of the Developer, and regardless of the results of any such investigation, the Developer has entered into this transaction in express reliance upon the representations and warranties of the Owner made in this Agreement.

13.3 Termination

13.3.1 The Owner recognizes and acknowledges that the Developer has invested and will further be investing substantial sums of money and time in the Project

and has entered into this Agreement on the specific understanding that the Owner shall not be entitled to terminate this Agreement for any reason whatsoever. Provided however, that the Owner shall have liberty to terminate this agreement if the Developer fails to construct the project/building in terms this agreement and in that event the Owner, forthwith, shall be liable to refund total security deposit paid till date to the owner and all costs and expenses incurred for the project till date to the Developer..

13.3.2 The Developer shall be entitled to terminate this Agreement in case:

- (a) the Developer is not satisfied with outcome of the Due Diligence; or
- (b) the Government Authorities concerned refuse to provide the permission for conversion of the use of the Said property for the Project under any Applicable Laws is refused; or
- (c) the performance of this Agreement becomes unviable due to any change in law or due to refusal of any necessary statutory permission or imposition of any onerous condition by any statutory authority; or
- (d) any query, question or doubt is raised by the Developer and the Owner fail to prove beyond doubt their marketable title over the Said Property; or
- (f) in case there is any breach of the covenants or representations on the part of the Owner and such breach is not cured by the Owner within 30 (thirty) days from the date the Developer notify the Owner about such breach.

13.3.3 On termination of this Agreement for any reasons whatsoever, the Owner shall forthwith refund the Security Deposit.

Provided that upon such termination, the agreements for transfer of the Units entered with the Intending Purchasers by the Developer shall be deemed to have been entered into by the Owner and the Owner shall remain solely liable to such Intending Purchasers for any damages or compensation payable to the Intending Purchasers.

13.4 Effective Date & Term

This Agreement shall take effect on the Effective Date and shall remain in force till Completion. Neither Party shall, except as provided in clause 13.3 above, have the right to terminate the Agreement.

13.5 Variation

No variation of this Agreement shall be binding on any Party unless such variation is in writing and signed by each Party.

13.6 Assignment and sub contract

13.6.1 The Developer shall at all times be permitted to assign its rights, obligations and interest in the Agreement (or part thereof), Development Rights, Project and/or built up area to any third party or to its affiliate/ subsidiary company/co-developer

13.6.2 The Developer shall at all times be entitled to engage and contract out construction/ development of the Project or any specific aspect to any sub-contractor/ contractor on such terms and conditions as the Developer may deem fit and appropriate.

13.6.3 The Owner shall not assign any rights and obligations contained herein to any person without prior written permission of the Developer.

13.7 The Developer shall pay shifting charges to the Owner for the rent of a 3 BHK Flat till the handing over of the Owner's allocations in terms of this Agreement. The Developer shall pay the rent for the said Flat in advance. The Rent should be Rs.12,000/- to Rs.14,000/- per months. The Developer shall further pay the transportation charges for the shifting of the Owner. In the Owner's Allocation, the developer shall construct a marble flooring flat for the Owner, which the Owner shall retain for her resident in the said new building. The shifting shall be effected and/or commenced within 7 (Seven) days from the date of sanctioned building plan.

13.8 The Developer shall retain original deeds and documents of the said property

till the completion of construction of the new building and till the sell/disposal of Developer's Allocation and thereafter the Developer shall handover the said originals deeds and documents to the Owner.

SCHEDULE - 1

Details of Said Property

ALL THAT piece and parcel of land area of **5 (Five) Cottahs** (be the same, a little more or less) together with the building constructed thereon area about 2200 sq. ft. lying and situated at and being Municipal premises No. 344/2, N.S.C. Bose Road, Kolkata- 700047, being Municipal Assessee No. 211000701900, within the limits of ward No. 100 of the Kolkata Municipal Corporation, under P.S. Netaji Nagar within the jurisdiction of Sub-Registrar at Alipore, District- 24 Parganas (South), which is butted and bounded as under :

- ON THE NORTH :By premises No. 344/3, N.S.C. ~~Bose~~ Road;
- ON THE SOUTH : By N. S. C. Bose Road;
- ON THE EAST : By 20 Ft. Wide Common Road;
- ON THE WEST : By Maharshi Vidya Mandir School;

SCHEDULE - 2

DEMOLITION OF EXISTING STRUCTURES

1. The Developer agrees to undertake the work of dismantling the existing structures on the Land at its costs and expenses.
2. The Developer shall take away the building material and debris arising out of such demolition and shall clear and level the Land.
3. While demolishing and constructing structures, the Developer shall carry out the said works in accordance with the law, rules and bye laws for the time being in force affecting the said works and shall give the necessary notices to and obtain the requisite sanction of the concerned local authorities in respect of the said works and shall comply with building and other regulations of such authority.

SCHEDULE - 3

Reimbursable Costs

Reimbursable Costs shall include any amounts towards:

- (A) any external development charges/ infrastructure development charges/ ;
- (B) any GST or any other present or future taxes/ cess or any other statutory or government levies or fees/ charges on development, construction or sale/transfer of any Units or otherwise on the Project levied or payable by the Developer;
- (C) any electricity/ water or any other utility deposits;

SCHEDULE - 4

Conditions Precedent attributable to the Owner

1. Survey of the Said Property by a registered Surveyor.
2. The resolution of all issues/matters/disputes to the satisfaction of the Developer which issues/matters/disputes are pointed out by the Developer after Due Diligence.
3. Mutation and assessment of the Said Property as per the provisions of Kolkata Municipal Corporation Act.
4. Removal of encroachment if any.
5. No objection certificate from the Kolkata Metropolitan Development Authority, KMC and Kolkata Improvement Trust, if required.
6. No Objection Certificate from the Office of the Thika Controller under West Bengal Thika Tenancy Act, if required.
7. To make payment of Municipal Taxes and other statutory dues in respect of the Said Property.
8. Relocation of underground cables, water pipes.
9. Income tax clearance certificate under the provisions of Income Tax Act, 1961.

SCHEDULE-5

Sequence of Payments of Security Deposit

1. On or before execution of this Development Agreement the Developer shall pay Rs. 18,00,000/- (Rupees Eighteen Lakhs only) to the Owner;
2. On submission of building plan the Developer shall pay Rs.18,00,000/- (Rupees Eighteen Lakhs only) to the Owner, but after the adjustment of any actual costs incurred by the Developer in satisfying the Condition Precedent;
3. Balance sum of Rs.19,00,000/- (Rupees Nineteen lakhs) only to be paid by the Developer to the Owner after obtaining the sanctioned of building plan of the said premises from the Kolkata Municipal Corporation, but after the adjustment of any actual costs incurred by the Developer in satisfying the Condition Precedent;

SCHEDULE 6

SPECIFICATIONS AND FACILITIES

A. SPECIFICATIONS:

Structure:	Earthquake Resistant RCC Framed Structure/Termite Proof	
Brickwork:	First Class Red Bricks	
Foundation:	Foundation for Durability and Stability	
Living Room/ Dining Area:	Flooring:	Vitrified Tiles (2x2 ft)
	Wall:	POP Finish
	Ceiling:	POP Finish
	Main Door:	Flush Doors with accessories
	Balcony:	Aluminum Sliding Door with Full Glazing MS square bar Railing
	Windows:	Aluminum with clear glazing glass
Electrical:	Concealed Wiring with modular switches of	

		reputed make, Provision for telephone and television points Provision for AC System including drainage pipe
	Others:	Intercom
Bedrooms:	Flooring:	Vitrified Tiles (2 x 2 ft)
	Wall:	POP Finish
	Ceiling:	POP Finish
	Doors:	Flush Doors
	Windows:	Aluminum with clear glazing
	Wardrobe:	Provision for Wardrobe in bedrooms.
	Electrical:	Concealed Wiring with modular switches of reputed make, Provision for telephone and television points. Provision for AC System including drainage pipe
Kitchen	Flooring:	Anti-Skid Ceramic Tiles
	Wall:	POP Finish, Wall tiles up to 3 ft height on all around wall over granite counter.
	Ceiling:	POP Finish
	Door:	Flush Door
	Windows:	Aluminum with clear glazing glass
	Counter:	Granite Slab with a stainless steel sink
	Electrical:	Concealed Wiring with modular switches of reputed make, Water Filter Point. Exhaust Fan Point/ Chimney Point
	Others:	Provision for Outlets for Exhaust Fan or Chimney
Toilet	Flooring:	Anti-Skid Ceramic Tiles
	Wall:	Ceramic tiles up to door height.
	Ceiling:	POP Finish
	Door:	Flush Doors
	Sanitary ware:	Sanitary ware of Hindware / Parryware or equivalent brand.
	CP Fittings:	Sleek C P Fittings from Jaquar or

		equivalent make.
	Electrical:	Concealed Wiring with modular switches of reputed make, Provision for light, geyser and exhaust points.
Roof:		Cemented Terrace and One Provision of Toilet
Lifts:		Automatic High Speed elevators of reputed make.
Lobby:		Lobbies with lift facade.
Outdoor Finish:		Good front elevation

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as on the day and year first herein above written.

SIGNED AND DELIVERED by the within-named **OWNER** at Kolkata in the presence of:

1. Tarun Kanjilal
P-42, Bank Garden
Bansdroni, Kolkata-70.

✓ *Tanusree Das*

2. *Sudip Kumar Das*
Advocate

SIGNED AND DELIVERED by the within-named **DEVELOPER** at Kolkata in the presence of:

1. Tarun Kanjilal
P-42, Bank Garden
Bansdroni, Kolkata-70.

Sadguru Projects & Developments Pvt. Ltd.

R. S. Singhal

Director

2. Sanjay Chakraborty
C/35 Niranjanpally
Bansdroni P. S- Regent Park
P.O. - Bansdroni

MEMO OF CONSIDERATION

RECEIVED of and from the within named DEVELOPER the within mentioned sum of Rs.18,00,000/- (Rupees Eighteen Lakhs) Only being the adjustable security deposit payable under these presents as per Memo below:

Date	Cheque No.	Bank	Amount
25.09.2020	001136	Bank of Baroda, Brahmapur Branch	Rs.18,00,000/-
		Total:	Rs.18,00,000/-

✓ *Lanusee Das*

(OWNER)

WITNESSES:

1. *Gaurun Kanjilal.*
2. *Sanjay Chakraborty*

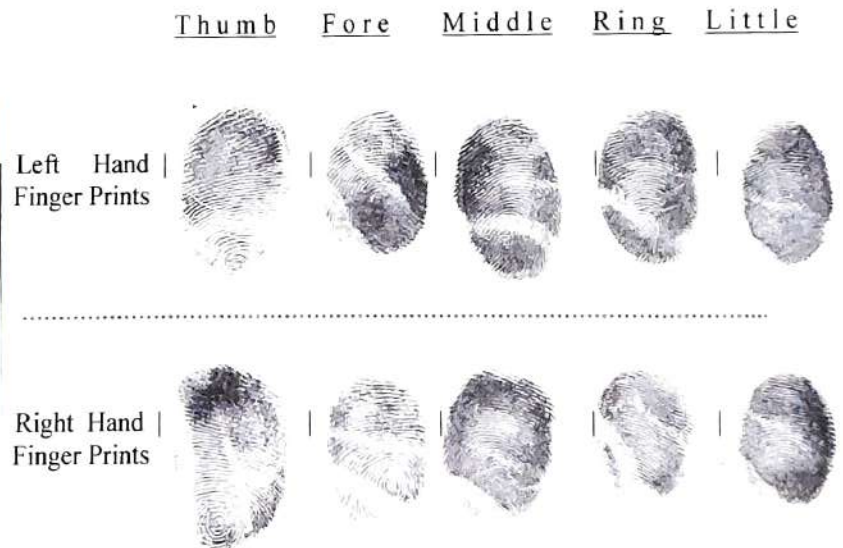
18.

Prepared by
Vinod Kumar
A Circle Police Const.
Ka-27
WB 2165799



Name :- TANUSREE DAS.

Signature :- *Tanusree Das*



Name :- RAMESH CHAND SINGHAL

Signature :- *Ramesh Chand Singhal*



GOVT. OF WEST BENGAL
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 192020210098486171

Payment Mode Online Payment

GRN Date: 29/09/2020 15:14:54

Bank : State Bank of India

BRN : IK0ASMCXH2

BRN Date: 29/09/2020 15:16:19

DEPOSITOR'S DETAILS

Id No. : 2001223812/11/2020

[Query No./Query Year]

Name : Subir Kumar Dutta

Contact No. :

Mobile No. : +91 9830034264

E-mail :

Address : 18 MOORE AVENUE KOLKATA 700040

Applicant Name : Mr Subir Kumar Dutta

Office Name :

Office Address :

Status of Depositor : Advocate

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement
Payment No 11

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	2001223812/11/2020	Property Registration- Stamp duty	0030-02-103-003-02	20021
2	2001223812/11/2020	Property Registration- Registration Fees	0030-03-104-001-16	18021
Total				38042

In Words : Rupees Thirty Eight Thousand Forty Two only



ভারতীয় বিশিষ্ট পরিচয় প্রমাণকরণ
 भारत सरकार
 Unique Identification Authority of India
 Government of India

Registration No: 1490/500466



আপনার পরিচয়: Your Aadhaar No

3366 1262 2201

আমার পরিচয়: আমার পরিচয়



ভারত সরকার
 Government of India



3366 1262 2201

আমার পরিচয়: আমার পরিচয়



৯১

পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ
 আমার অনন্যতম প্রমাণকরণ প্রমাণ

FORUM

proof of identity, proof of citizenship
 identity, authenticating proof

পরিচয় প্রমাণ

সর্বত্র সর্কারী ও বেসরকারী পরিচয়
 প্রমাণকরণ হবে।

Valid throughout the country

will be helpful in availing Government
 services in future

১১ Janussee Ltd

ভারতীয় বিশিষ্ট পরিচয় প্রমাণ

Unique Identification Authority of India

১১ জনসী নাম: Address: W/O Sameer
 ১১ জনসী কোড: 3442 N S C BCSE
 ১১ জনসী ঠিকানা: Naklat, Kolkata, West Bengal
 ১১ জনসী পিন কোড: 700047

3366 1262 2201



www

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

TANUSREE DAS

MANABENDRA NANDY

03/10/1965

Permanent Account Number

AYSPD7492H

T. Das

Signature



1112010

Tanusree Das.

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SADGURU PROJECTS &
DEVELOPMENTS PRIVATE LIMITED

18/03/2010
Permanent Account Number
AAOCS7608B

28092010

Sadguru Projects & Developments Pvt. Ltd.

R.C. Singh

Director



भारत सरकार
GOVERNMENT OF INDIA



रमेश चन्द सिंघल
Ramesh Chand Singhal
पिता : बिसेश्वर लाल सिंघल
Father : BISESWAR LAL SINGHAL
वर्ष : 1964 / Year of Birth : 1964
पुरुष / Male



8647 0976 1191

आधार - साधारण मानुषेअ अधिकाअ



भारतीय विशिष्ट परिचय प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ठिकाणः
१९७, हरिसवा मथ, गडिया,
श्रीरामपुर, गडिया, दः २४ परगना,
पश्चिमबंग, 700084

Address:
293, HARISAVA MATH,
GARIA, Srirampur, Garia,
South Twenty Four
Parganas, West Bengal,
700084



1847
1800 100 1047



help@uidai.gov.in



www.uidai.gov.in



P.O. Box No. 1847
Bengaluru-560 001

R. C. Singhal

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

RAMESH CHAND SINGHAL

BISESWAR LAL SINGHAL

29/04/1964
Permanent Account Number

AKTPS2579R

R. C. Singhal
Signature



2309200E

इस कार्ड के खोने / याने पर कृपया सूचित करें, अथवा
आयकर सेवा इकाई, एन एन डी एन
की ओर संचित, 'ए' विंग, ट्रेड वर्ल्ड, कामला मिल्स कंपाउंड,
एन. बी. मार्ग, लोवर हार्ड, मुंबई - 400 013.

*If this card is lost / someone's lost card is found,
please inform / return to:*

Income Tax PAN Services Unit, NSDL
4th Floor, 'A' Wing, Trade World,
Kamala Mills Compound,
S. B. Marg, Lower Hard, Mumbai - 400 013.

Tel: 91-22-2499 4650 Fax: 91-22-2495 0662
e-mail: itinf@nsdl.co.in

R. C. Singhal



ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD
পরিচয় পত্র

WB / 22 / 156 / 231040



Elector's Name নির্বাচকের নাম	Dutta Subir দত্ত সুবীর
Father/Mother/ Husband's Name পিতা/মাতা/স্বামীর নাম	Biswanath বিশ্বনাথ
Sex লিঙ্গ	M পুং
Age as on 1.1.1995 ১.১.১৯৯৫-এ বয়স	33 ৩৩

Address
29 Mahendra Sarkar Street, Calcutta.

ঠিকানা
২৯ মহেন্দ্র সরকার স্ট্রীট, কলিকাতা।



Facsimile Signature
Electoral Registration Officer
নির্বাচন-নিবন্ধন অধিকারিক

For 156-SEALDAH
Assembly Constituency

১৫৬ -শিওয়ালদহ
বিধানসভা নির্বাচন কেন্দ্র

Place স্থান	Calcutta কলিকাতা
Date তারিখ	09.06.95 ০৯.০৬.৯৫

Major Information of the Deed

Deed No :	I-1605-02649/2020	Date of Registration	30/09/2020
Query No / Year	1605-2001223812/2020	Office where deed is registered	
Query Date	28/09/2020 9:05:17 PM	1605-2001223812/2020	
Applicant Name, Address & Other Details	Subir Kumar Dutta Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830034264, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 18,00,000/-]		
Set Forth value	Market Value		
Rs. 55,00,000/-	Rs. 1,38,65,380/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,071/- (Article:48(g))	Rs. 18,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :


District: South 24-Parganas, P.S:- Patuli, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: N.S.C Bose Road, Road Zone : (Ward No. 100 -- Ward No. 100) , Premises No: 344/2, , Ward No: 100 Pin Code : 700047

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		50,00,000/-	1,25,00,004/-	Property is on Road
Grand Total :				8.25Dec	50,00,000 /-	125,00,004 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2200 Sq Ft.	5,00,000/-	13,65,376/-	Structure Type: Structure
Gr. Floor, Area of floor : 1100 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 33 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 1100 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 33 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		2200 sq ft	5,00,000 /-	13,65,376 /-	



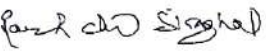
Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mrs TANUSREE DAS Wife of Late SAMIR KUMAR DAS Executed by: Self, Date of Execution: 30/09/2020 , Admitted by: Self, Date of Admission: 30/09/2020 ,Place : Office			
	30/09/2020	LTI 30/09/2020		30/09/2020
344/2, N.S.C. BSOE ROAD, KOLKATA, P.O:- NAKTALA, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700047 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AYxxxxxx2H, Aadhaar No: 33xxxxxxxx2201, Status :Individual, Executed by: Self, Date of Execution: 30/09/2020 , Admitted by: Self, Date of Admission: 30/09/2020 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	SADGURU PROJECTS & DEVELOPMENTS PRIVATE LIMITED 122, HARISAVA MATH, BRAHMAPUR, KOLKATA, P.O:- GARIA, P.S:- Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN - 700084 , PAN No.:: AAxxxxxx8B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr RAMESH CHAND SINGHAL (Presentant) Son of Late BISESWAR LAL SINGHAL Date of Execution - 30/09/2020 , , Admitted by: Self, Date of Admission: 30/09/2020, Place of Admission of Execution: Office			
	Sep 30 2020 1:11PM	LTI 30/09/2020		30/09/2020
293, HARISAVA MATH, BRAHMAPUR, KOLKAA, P.O:- GARIA, P.S:- Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN - 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx9R, Aadhaar No: 86xxxxxxxx1191 Status : Representative, Representative of : SADGURU PROJECTS & DEVELOPMENTS PRIVATE LIMITED (as DIRECTOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SUBIR KUMAR DUTTA Son of Late BISWANATH DUTTA ALIPORE POLICE COURT, KOLKAA, P.O:- ALIPORE, P.S:- Alipore, District:- South 24-Parganas, West Bengal, India, PIN - 700027			
	30/09/2020	30/09/2020	30/09/2020
Identifier Of Mrs TANUSREE DAS, Mr RAMESH CHAND SINGHAL			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs TANUSREE DAS	SADGURU PROJECTS & DEVELOPMENTS PRIVATE LIMITED-8.25 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mrs TANUSREE DAS	SADGURU PROJECTS & DEVELOPMENTS PRIVATE LIMITED-2200.00000000 Sq Ft

On 29-09-2020

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,38,65,380/-

Sukanya Talukdar

Sukanya Talukdar
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
South 24-Parganas, West Bengal

On 30-09-2020

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

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

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

Presented for registration at 12:45 hrs on 30-09-2020, at the Office of the A.D.S.R. ALIPORE by Mr RAMESH CHAND SINGHAL .,

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

Execution is admitted on 30/09/2020 by Mrs TANUSREE DAS, Wife of Late SAMIR KUMAR DAS, 344/2, N.S.C. BSOE ROAD, KOLKATA, P.O: NAKTALA, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession House wife

Indetified by Mr SUBIR KUMAR DUTTA, , , Son of Late BISWANATH DUTTA, ALIPORE POLICE COURT, KOLKAA, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 30-09-2020 by Mr RAMESH CHAND SINGHAL, DIRECTOR, SADGURU PROJECTS & DEVELOPMENTS PRIVATE LIMITED (Private Limited Company), 122, HARISAVA MATH, BRAHMAPUR, KOLKATA, P.O:- GARIA, P.S:- Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN - 700084

Indetified by Mr SUBIR KUMAR DUTTA, , , Son of Late BISWANATH DUTTA, ALIPORE POLICE COURT, KOLKAA, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 18,021/- (B = Rs 18,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 18,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/09/2020 3:16PM with Govt. Ref. No: 192020210098486171 on 29-09-2020, Amount Rs: 18,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0ASMCXH2 on 29-09-2020, Head of Account 0030-03-104-001-16

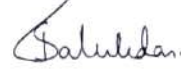
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 20,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 13077, Amount: Rs.50/-, Date of Purchase: 04/09/2020, Vendor name: Soumitra Chandra

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/09/2020 3:16PM with Govt. Ref. No: 192020210098486171 on 29-09-2020, Amount Rs: 20,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0ASMCXH2 on 29-09-2020, Head of Account 0030-02-103-003-02



Sukanya Talukdar

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. ALIPORE

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1605-2021, Page from 55575 to 55631
being No 160502649 for the year 2020.



Sukanya Talukdar

Digitally signed by SUKANYA
TALUKDAR
Date: 2021.04.21 15:54:50 +05:30
Reason: Digital Signing of Deed.

(Sukanya Talukdar) 2021/04/21 03:54:50 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
West Bengal.

(This document is digitally signed.)