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> District Sub-Register-Il Alipore, South 24-Parganas

> > 1 5 MAR 2023

#### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this

day of MARCH,

5师

2023 (Two Thousand Twenty Three)

#### BETWEEN

Signature of the Owners

ASR ROJECTS AND VENTURES LLP Authorised Signatory

Signature of the Developer

Page I of 66

SL. NO. DATE ASR Projects And Ventures LLP NAME ASR Projects And Ventures LLP ABD 3000 five Houses of 20, Makendra Road, AMT 5000 five Houses of 20, Makendra Road, Kol-700025 1 3 MAR 2023

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District Sub Registrar-II Alippre, South 24 Perpanes 1 5 MAR 2023 (1) LT. COL. DILIP KUMAR MUKERJEE, Son of Late Dulal Gopal Mukerjee, by Nationality Indian, by Faith - Hindu, by Occupation - Retired Defence Official, (having Income Tax) Pan AFXPM5776R, and AADHAAR No. 7357 9000 9215), resident of D - 4 Sainagari, Housing Society, 200/1A, Kalyaninagar, P.O. Yerawada, Police Station Yerawada, Pune-411006, Maharashtra, (2) SHRI DEBASIS MUKERJEE, Son of Late Dulal Gopal Mukerjee by Nationality – Indian, by faith Hindu, by Occupation Retired PSU Official, (having Income Tax Pan ACNPM3628F & AADHAAR No. 7978 9044 8076), resident of 6D, Block - E; Jai Shree Green City, Argora, P.O. Doranda, Police Station Argora, Ranchi - 834002, Jharkhand, and (3) SHRI DEBJYOTI MUKERJEE, son of Son of Late Dulal Gopal Mukerjee by Nationality - Indian, by Faith - Hindu, by Occupation - Private Business, (having Income Tax Pan AKBPM7722N, & AADHAAR No. 9883 8647 3102), resident of P - 562, Block - N, P.O. - New Alipore, Police Station - New Alipore, Kolkata - 700053, West Bengal, hereinafter jointly and collectively hereinafter referred to as "OWNERS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include them and each of their respective heirs, executors, administrators, legal representatives and assigns) of the ONE PART:

#### AND

ASR PROJECTS AND VENTURES LLP, LLP Identification Number AAV-2350, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its registered office at 2C, Mahendra Road, Ground Floor, Kolkata, West Bengal – 700025, (having Income Tax Pan ABTFA7082L), within Post Office – Bhowanipur, Police Station – Bhowanipur, represented by its Authorised Signatory Mr. Amitava Singha Roy, Son of Sri Binoy Kumar Singha Roy, by Occupation Service, (having Income Tax Pan. ATXPS6554K, & Aadhaar No. 4902 8610 4063), residing at 119, Bamacharan Roy Road, Post Office Behala, Police Station Behala, Kolkata-700034, duly authorized to sign in pursuance of resolution passed by the Board of Partners dated <u>03/03/2023</u>, hereinafter referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partners and such other person or persons who may be taken in or admitted for the benefit of the said partnership, their executors, administrators, legal representatives and permitted assigns)

of the OTHER PART: 12ke

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ASR PROJECTS AND VENTURES LLP Authorised Signaton Signature of the Developer

Page 2 of 66



District Sub Registrar-II Alipore, South 24 Parganas 1 5 MAR 2023 For the purpose of this Agreement, the Owners, and the Developer are collectively referred to as **'Parties'** and the singular word **'Party'** shall be construed accordingly.

#### 1. DEFINITIONS AND INTERPRETATIONS:

- 1.1. DEFINITIONS : Unless in this Agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings:-
- 1.1.1 "Architect" shall mean such person or persons who may be appointed by the Developer as the Architect for the Project.
- 1.1.2 "Affecting Circumstances" shall include (a) any injunction, stay order, direction or prohibition by any Court or Tribunal (including Arbitration Tribunal) or any Appropriate Authority or Statutory Authority, Local Authority, which may affect the said Property or any development, construction, improvement, enjoyment and/or transfer of the same or any part thereof, (b) any Encumbrance or defect in title or lack of Assured Attributes being found to affect the Subject Property and (c) any Representation and Warranty being found to be false and (d) Force Majeure as defined below.
- 1.1.3 "Agreed Ratio" shall mean the ratio of sharing in several matters referred to herein between the Owners and the Developer which shall be 50% (Fifty percent) belonging to the Owners and 50% (Fifty percent) belonging to the Developer, it is the essence of this agreement that both the parties i.e. Owners and the Developer, shall have equal share in the net sale profits stated in clause 1.1.21 and in the constructed areas and in the undivided share in the land;
- 1.1.4 "Appropriate Authorities" shall mean the Central or State Government or any Department thereof and includes any Local Authority or Statutory Bodies or authorities having jurisdiction including the Kolkata Municipal Corporation, Regulatory Authority under the Real Estate (Regulation and Development) Act, 2016, , Kolkata Metropolitan Development Authority, Kolkata Improvement Trust, Airport Authority, Competent Authority under the West Bengal Apartment Ownership Act, 1972 or any similar statute, any other Planning Authority, any other Development Authority, Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Police Authorities, Pollution Control Authorities, Fire Service Authorities,

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Signature of the Owners

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Signature of the Developer

Page 3 of 66



District Sub Registrar-N Alipore, South 24 Parganas 1 5 MAR 2023 electricity provider, water providers, utility providers and shall also include any Government Company;

- 1.1.5 "Assured Attributes" in relation to the Subject Property shall include the attributes of (a) good and marketable title; (b) free from all Encumbrances and Liabilities; (c) complete khas vacant and peaceful possession of the subject Property duly secured by boundary walls as it stands now on all sides with entry/exit gates opening on abutting 30 Ft. wide public road namely Biplabi Dinesh Majumder Sarani with a frontage of 49 feet 9.5 inches respective alongside such road and direct access therefrom. The Developer has done a thorough due diligence on the property so far could be carried out in normal prudence, based upon the representation of the Owners and the copies of relevant documents forwarded by the Owners herein mentioned in EIGHTH SCHEDULE of this Agreement, from concerned registry offices, etc. and has satisfied themselves with respect to the said assured attributes particularly and more specifically regarding the Title of the Owners stated in SIXTH SCHEDULE of this Agreement;
- "Alternate accommodation" shall mean the 2 (two) residential 3 (Three) BHK 1.1.6 flats together with car Parking Spaces that the Developer has undertaken to provide to the owners, in the nearby vicinity, for their accommodation during the period of construction and until the day the Developer can legally provide possession of the Owner's Allocation to the Owners in terms of the present agreement. It is specifically agreed between the parties that the monthly rents for the respective flats including common area maintenance charges plus car parking charges pertaining to the said Flats excluding electricity charges for such accommodation shall be borne by the Developer for the entire period till handover of the Owners Allocations in favour of the Owners in terms of this Agreement.
- 1.1.7 "Association" shall mean any company incorporated under the Companies Act, 2013 or any registered Association under the West Bengal Apartment Ownership Act, 1972 or any similar statute or a Committee, as may be formed by the Developer at its sole discretion for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

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Page 4 of 66

Signature of the Developer



District Sub Registrar-II Alipore, South 24 Parganas 1 5 MAR 2023

- 1.1.8 "Building" shall mean the new building or building(s) in the Project to be constructed, erected and completed in accordance with the latest sanctioned Plan on the subject property with the Common Areas and Installations including any future additions thereon;
- 1.1.9 "Building Plans" shall mean the one or more plans for construction of the New Building/Buildings to be caused to be sanctioned by the Developer at their cost in the name of the Owners from the Appropriate Authorities and include all modifications and/or alterations or amendment as may be made thereto;
- 1.1.10 "Car Parking Space" shall mean the spaces in the ground floor level, whether open or covered or otherwise, in the Project expressed or intended to be reserved for parking of motor cars.
- 1.1.11 "Common Areas and Installations" shall according to the context mean and include the areas, installations and facilities comprised in and for the individual Duildings and/or the Subject Property and/or any part or parts and portion thereof as may be expressed or intended by the Developer in its absolute discretion from time to time for use in common by all or any Transferees or other persons. The proposed Common Areas and Installations in the proposed building is mentioned in the SECOND SCHEDULE hereto, however the same is subject to modifications and/or changes as may be made by the Developer therein;
- 1.1.12 "Common Purposes" shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building and in particular the Common Areas and Installations; rendition of common services in common to the transferees thereof; collection and disbursement of the common expenses; the purpose of regulating mutual rights, obligations and liabilities of the transferees thereof; and dealing with all matters of common interest of the transferees thereof;
- 1.1.13 "Common Expenses" shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities, and for rendition of common services in common to the transferees of respective parties and all other expenses for the Common Purpose including those mentioned in the FOURTH SCHEDULE hereunder written to be contributed, borne,

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Signature of the Developer

Page 5 of 66



District Sub Registrar-II Alipore, South 24 Parganas 1 5 MAP 2023 paid and shared by the respective transferees of the respective parties. Provided however that the charges payable on account of running of Generator and maintenance, Electricity etc. consumed by or within any Flat/Unit shall be separately paid or reimbursed to the Maintenance in-charge at such rate fixed by the Maintenance in Charge.

- 1.1.14 "Completion Notice / Notice of Completion" shall mean the notice contemplated in clause Para 19.2 below.
- 1.1.15 "Date Of Commencement Of Liability" shall mean the date on which Owners and/or transferees of the respective Flat / Unit take actual physical possession of their respective allocation and/or Flat/Unit after fulfilling all their liabilities, if any and obligations in terms hereof or the date next after expiry of the Completion Notice irrespective of whether Owners / Transferees of the Flat/Unit have taken actual physical possession or not, whichever is earlier.
- 1.1.16 "Developer's Allocation" shall mean the areas, portions and shares in the Proposed new Building and proportionate share in the land within the subject property belongs to the Developer mentioned and described in the SEVENTH SCHEDULE hereto;
- 1.1.17 "Deposits/Extra Charges/Taxes" shall mean the amounts specified in the FIFTH SCHEDULE to be borne and paid by the respective parties and/or their transferees to the Developer for their respective Flat/Unit;
- 1.1.18 "Encumbrances" shall include charges, security interest, liens, lispendens, attachments, leases, tenancies, occupancy rights, uses, debutters, trusts, acquisition, requisition, vesting, bargadar, demands and liabilities whatsoever;
- 1.1.19 "Force Majeure" shall mean any event or combination of events or circumstances beyond the control of either the Owners or the Developer, which cannot be prevented or caused to be prevented, and which materially and adversely affects such Party's ability to perform obligations under this Agreement including (a) Acts of God i.e. fire, draught, flood, earthquake, storm, lightning, epidemics, and other natural disasters; (b) Explosions or accidents, air crashes; (c) General strikes and/or lock-outs (not being any strike or lockout by agents or staff of the Owners or the

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Signature of the Developer

Page 6 of 66



District Sub Registrar-II Alipore, South 24 Parganas 1 5 MAR 2023 Developer or their respective appointee at the Subject Property), civil disturbances, curfew etc.; (d) Civil commotion, insurgency, war or enemy action or terrorist action; (e) Change in Law, Rules and Regulations, injunctions, prohibitions, or stay granted by court of law, Arbitrator, Government otherwise than due to default of the party claiming the benefit of such event as force majeure; (f) Unusual Shortage in supply of construction materials; (g) Pandemic or epidemics (h) Lock Down (i) And Statutory Prohibition or order for suspending activity for performing contractual obligation (j) Any other event or circumstances which the Owners and the Developer mutually agree in writing as being beyond their control.

- 1.1.20 "Flat/Unit" shall mean the independent and self-contained residential flat, and other constructed spaces in the New multi-storied Building at the Subject Property capable of being exclusively held used or occupied by a person;
- 1.1.21 "Net Sale Profit" means profit after adjustment of all expenses incurred by the Developer for construction of any additional floor comprising such numbers selfcontained Flat/Flats as permissible, including but not limited to costs and expenses in respect of sanction and approvals for such additional floor but also the construction costs, miscellaneous incidental expenses and administrative cost shall be adjusted from such sale proceeds. That in order to eradicate the differences in future it was agreed between the parties that the sanction cost including miscellaneous incidental expenses and administrative charges for necessary sanction shall be adjusted lump sum Rs.10,00,000/- (Rupees Ten Lacks only) together with the construction cost calculated for adjustment being settled between the parties is @ Rs.3000/- (Rupees Three Thousand only) per Sq. Ft. applicable upon the total Super Built Up area of such Flat/Flats and @ Rs.900/- (Rupees Nine Hundred Only) per Sq. ft. applicable upon open terrace thereto attached. The selling price for additional car parking space (which is settled to be not less than Rs.8,00,000/- only) will also be added into the sale proceeds, besides selling price of flat area and open terrace pertaining to additional floor, while computing the Total Sales Proceeds. Further the construction cost for additional garage space is fixed at Rs.1,00,000/-(Rupees One Lakh Only) and 2% brokerage for further sale, only if it is applicable, will also be adjusted by Developer from the total sale proceeds, while computing the

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ASR, PROJECTS AND VENTURES LLP Authorised Signatory Signature of the Developer

Page 7 of 66



District Sub Registrar-II Alipore, South 24 Parganas 1 5 MAR 2023

Net Sales Profit. The Net Sale Profit shall be shared equally in 50:50 ratio between Owners and Developer.

Subject to the construction of the additional floor above the G + IV storied building post valid approval of all sanctioning authorities, suitable additional garage/car parking space will be provided by Developer for such additional floor as mentioned under **SEVENTH SCHEDULE**.

- 1.1.22 "Owner's Allocation" shall mean the areas, portions and shares of land proportionate to their share in the constructed area of the new G+IV multi storied building including any additions and/or alterations thereto as mentioned in the Seventh Schedule.
- 1.1.23 "Project" shall mean and include the planning and development of the Subject Property into the New G + IV Storied Building and other areas such as parking space, and the allocation of the respective allocations of the Owners and the Developer with rights to them to Transfer the same respectively in terms hereof and the administration of the Multi-Storied Building in matters relating to the Common Purposes, all in accordance with the terms and conditions of this Agreement including construction of any additional floor area comprising such number of Flats/Apartments upon the ultimate roof, upon getting sanctioned by the Competent Authority and sharing of the net sale profit between the Owners and Developer in 50:50 ratio.
- 1.1.24 "Realization" shall mean and include the amounts received against Transfer of the Flats/Units, Parking Spaces and other Transferable Areas as per achieved FAR 2.010 out of permissible FAR 2.25 (G + 4) including the consideration for Transfer and for Floor Rise Escalation and PLC and any other amount on any account received against any Transfer pertaining to Owners' & Developer's allocation, however, excluding Extras, Deposits, Charges and Taxes as applicable and as agreed.
- 1.1.25 "Non-Adjustable Advance" shall according to the context mean the amount paid or payable by the Developer to Owners as and by way of Non Adjustable Advance in four installments, First on the date of signing of this agreement, Second on or before 01.04.2023, Third on or before 01.04.2024 and Fourth on or before

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Signature of the Developer

Page 8 of 66



District Sub Registrar-II Alipore, South 24 Parganas 1 5 MAR 2023 01.04.2025 by Pay Orders/RTGS/NEFT in favour of Owners or one of them as elaborated subsequently in Clause No. 16.2.

- 1.1.26 "Subject Property" shall mean the pieces or parcels of lands hereditament and premises admeasuring 5.88 Katha equivalent to 5 (Five) Katha 14 (Fourteen) Chattack 3 (Three) Sq. Ft. as per deed but as per physical measurement 5 (Five) Katha 13 (Thirteen) Chattack 29.814 (Twenty Nine point eight one four) Sq. Ft. more or less situated and lying at Premises No. 41, Biplabi Dinesh Majumder Sarani, previously Plot No. 562, Block N, New Alipore, Kolkata -700053, Police Station - New Alipore, within the jurisdiction of Kolkata Municipal Corporation Ward No. 081 more fully and particularly fully described in the FIRST SCHEDULE hereto and include all constructions thereat and appurtenances thereof existing as on date of signature of this Agreement;
- 1.1.27 "Specification" shall mean the specifications for the said Project as mentioned in the THIRD SCHEDULE hereunder written subject to the alterations or modifications as may be made by the Developer from time to time after permission of concerned. authorities & written consent of the Owners.
- 1.1.28 "Transfer" with its grammatical variations shall include transfers by sale, lease, gift, letting out, grants, exclusive rights or otherwise except for allocated other party's shares;
- 1.1.29 "Transferable Areas" shall mean Flats/Units, Parking Spaces, terraces, with or without any facilities and all other areas at the Building Project capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise and shall also include any area, right or privilege at the Building Project capable of being commercially exploited or transferred for consideration in any manner together with the undivided impartible proportionate share in the land attributable thereto;
- 1.1.30 "Transferees" shall mean the persons to whom any Transferable Areas in the Building Project is Transferred or agreed to be Transferred;

1.2. INTERPRETATIONS :

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Signature of the Developer

Page 9 of 66



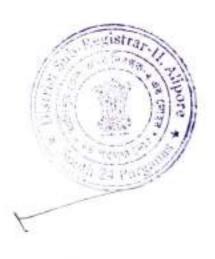
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- 1.2.1 The essence of the present agreement is equal sharing of net sale profits of additional floor area over the primary G+IV storied building and equal sharing of constructed areas together with the undivided proportionate share in the land within the subject property between the parties.
- 1.2.2 Reference to any Clause shall mean such Clause of this Agreement and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this agreement and include any parts/valid addendum of such Schedule;
- 1.2.3 Words of any gender are deemed to include those of the other gender;
- Words using the singular or plural number also include the plural or singular number, respectively;
- 1.2.5 The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Parts and Clauses of this Agreement, as the case may be;
- 1.2.6 Reference to the word "include" shall be construed without limitation;
- 1.2.7 The Schedules/Annexure and recitals hereto shall constitute an integral part of this Agreement and any breach of the stipulations contained in the Schedule shall be deemed to be a breach of this Agreement;
- 1.2.8 Reference to a document, instrument or agreement (including, without limitation, this Agreement) is a reference to any such document, instrument or agreement as modified, amended, varied, supplemented or novated from time to time in accordance with the provisions; and
- 1.2.9 Where any act is prohibited by the terms of this Agreement, none of the Parties will knowingly permit or omit to do anything, which will allow that act to be done;
- 1.2.10 Where any notice, consent, intimation, approval, permission or certificate are required to be given by any party to this Agreement, such notice, consent, intimation, approval, permission or certificate must (except where otherwise expressly specified), be in writing.

#### WHEREAS:

2. RECITALS AND REPRESENTATIONS: ASE PROJECTS AND VENTURES LLP Debain Muhajee Authorised Signatory Signature of the Developer Signature of the Owners

Page 10 of 66



District Sub Registrar-II Alipore, South 24 Pargenas 1 5 MAR 2023

- OWNERSHIP AND INTENT: The Owners together are the sole and absolute Owners 2.1. of the property mentioned in FIRST SCHEDULE hereunder written (hereinafter referred to as the Subject property) and the Owners hereto have acquired the same in the manner mentioned in the SIXTH SCHEDULE hereunder written. Upon mutual discussions and negotiations between the Owners and the Developer, it was agreed and decided by and between them that the Owners would appoint Developer hereto as the Developer and grant to the Developer the sole and exclusive rights and authorities for causing development of the Subject Property and the Owners would provide the Subject Property in a state free from all encumbrances and with assured attributes to the Developer. The Developer after satisfying themselves with respect to the right, title and interest of the owners based on the representation and relevant documents evidencing title as stated in EIGHTH SCHEDULE hereto, and being interested to develop the said property has agreed to construct or cause to be constructed the Multistoried building thereon and to deliver the Owners' Allocation to the Owners, and would have the right to Transfer the Developer's Allocation by the Developer in the manner as stated hereinafter, at such price as may be deemed fit and proper by the Developer and would be entitled to appropriate and/or enjoy the entire realizations/proceeds thereof exclusively.
- 2.2. OWNERS' REPRESENTATIONS: The Owners made the following several representations and assurances to the Developer which have been relied upon and verified through official records and documents and by causing necessary searches into the records pertaining to the Deeds/Documents forwarded by the Owners to the Developer for the purpose of entering upon this Agreement and the transaction envisaged herein:
- 2.2.1 That by virtue of a Will dated 13/05/1989 made by one Dulal Gopal Mukerjee, and Probate thereof being granted by the Hon'ble High Court Calcutta on 22/09/1994, in PLA No. 147 of 1994, more fully and particularly described in SIXTH SCHEDULE the Owners herein become entitled to subject Property mentioned in FIRST SCHEDULE hereunder written and still are the sole and absolute Owners of the Subject Property; The facts about the deriving title in the subject property as stated in the sixth schedule are all true and correct.

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Page 11 of 66



District Sub Registrar-H Alipore, South 24 Parganas 1 5 MAR 2023

- 2.2.2 The Owners have good marketable title in respect of the Subject Property. The Owners neither jointly nor severally have/has ever created any third party interest mortgage, charge, of any nature whatsoever in respect of and over the Subject Property or any part thereof;
- 2.2.3 That the Subject Property and every part thereof are all free from all encumbrances and without any claim, demand, right, title, interest of any other person thereon or in respect thereof.
- 2.2.4 That no amount on any accounts whatsoever or howsoever is due or outstanding towards any person or authority in respect of the Subject Property or the non-payment of which may affect the Subject Property in any manner and the Developer relies upon the representation of the Owners.
- 2.2.5 That the entire Subject Property has been in khas vacant and peaceful physical possession of the present Owners since more than 50 years and duly secured by boundary walls with proper entry/exit gates and is directly abutting by 30 ft. wide Biplabi Dinesh Majumder Sarani which on the northern side of the subject property, on the west of the subject property Premises No. P-563 Block N, New Alipore, Kolkata 700 053, on the east of the subject property Premises No. P-561, Block N, New Alipore, Kolkata 700 053 on the southern side of the subject property plot nos. 547 and 548 Block N, New Alipore;
- 2.2.6 That the name of the Owners have been mutated as Owners of the Subject Property in the records of Assessment Book of Kolkata Municipal Corporation under Municipal Ward No. 081, situated at 41, Biplabi Dinesh Majumder Sarani, Kolkata – 700 053 previously Plot No. 562, Block N, New Alipore, Kolkata – 700 053, Police Station – New Alipore;
- 2.2.7 That the Subject Property at present is a dwelling house and the same is fit for development of the residential Multistoried building;
- 2.2.8 That no notice of acquisition or requisition have ever been received nor within the knowledge of the Owners in respect of the Subject Property or any part thereof;
- 2.2.9 Neither the Subject Property nor any part or portion thereof has been attached under any decree or order of any Court of Law or due to Income Tax arrears or any

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ASR PROJECTS AND VENTURES LLP Authorised Signatory Signature of the Developer

Page 12 of 66



District Sub Registrar-It Alipore, South 24 Parganas 1 5 MAR 2023 other Public Demand nor any proceeding or information of attachment are within knowledge of Owners ;

- 2.2.10 There is no impediment, obstruction, restriction or prohibition restraining the Owners entering upon this Agreement for Development and transfer of the Subject Property so developed;
- 2.2.11 That all original documents of title in respect of the Subject Property are in the custody of the Owners.
- 2.2.12 The Owners never held nor hold lands in excess of the ceiling limits under any Laws (including the Urban Land (Ceiling & Regulation) Act, 1976, or otherwise.
- 2.2.13 That no suit, dispute, claim or other legal proceeding, civil, criminal or revenue have ever been filed or is pending by or against the Owners affecting or in any way relating to the Subject Property and to the best of knowledge of the Owners there lies no legal proceeding, dispute or claim under or as regards Income Tax, and/or is pending relating to or affecting the Subject Property and/or the Owners.
- 2.2.14 That there is no injunction, status quo, prohibition or other orders or condition in any way relating to or affecting the Subject Property in any manner.
- 2.2.15 The Owners have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Subject Property or any part thereof can or may be impeached, encumbered or affected in title or would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement;
- 2.2.16 That the Owners have not stood as Guarantor or Surety for any obligation, liability, bond or transaction whatsoever with regard to or which may affect or entangle the Subject Property in any manner and to the best of the knowledge of the Owners there lies no claim of any person on this account;
- 2.2.17 The Owners have not entered into any agreement or contract with any other third person, entity in connection with the Subject Property for its development/ sale/transfer nor have executed any Power Of Attorney registered or unregistered in favour of any third person nor have otherwise dealt with the Subject Property or any part thereof prior to execution of this Agreement;

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Signature of the Developer

Page 13 of 66



District Sub Registrar II Alipore, South 24 Parganas 1 5 MAR 2023

- 2.2.18 The transaction intended to be carried out by the Owners with the Developer including this agreement and the power of attorney and all other documents executed and to be executed by the Owners have all been approved by the Owners and the Owners are duly and fully authorized and competent to enter upon this agreement and to carry out the transaction envisaged herein fully and in all manner.
- 2.2.19 There is no difficulty in the compliance of the obligations of the Owners hereunder.
- 2.3. DEVELOPER'S REPRESENTATION: Developer made following representations and assurances to the Owners for the purpose of entering upon this agreement and the transactions envisaged herein.
- 2.3.1 The Developer is engaged inter alia in undertaking or causing development of real estate and has good experience and resources to carry out the development envisaged herein.
- 2.3.2 The Developer shall at its own cost and workman like manner construct new multistoried building and make analogous constructions, as may be agreed between the parties, on the subject property. The said construction shall be strictly in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation and / or any appropriate authority. All the costs, charges and expenses for preparing the plan and for the sanction of the same by the Kolkata Municipal Corporation and other costs specified herein shall be paid and borne by the Developer exclusively and the owners in no manner shall be liable for any payment of any charges or anything else regarding the said sanction of the building plan and/or construction, in any manner.
- 2.3.3 Before submission of the said plan for sanction before the appropriate authority, the said plan must bear VAASTU compliance for the allocation attributable to the Owner under this Development Agreement and shall have the written concurrence of the Owners. If any revised plan or supplementary drawing is to be submitted for the allocation attributable to the Owners, the same shall be done by the Developer with the written consent and concurrence of the Owners, under the terms and conditions as expressly recorded between the parties at the relevant time.

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Signature of the Owners

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Signature of the Developer

Page 14 of 66



- 2.3.4 The Developer will be responsible for obtaining all necessary permits, approvals and sanctions from all authorities concerned for construction of the said G+IV storied building at the Subject Property and will bear all charges, costs and expenses thereof.
- 2.3.5 The Owners are relying on the technical capability and expertise of the Developer and hence the Developer will construct the said new multi-storied buildings in accordance with the said sanction plan and any deviation caused thereto shall be the sole responsibility of the developer and the Developer undertakes to keep the owners indemnified till delivery of possession post obtainment of Completion Certificate with respect to such construction in strict compliance to the sanction plan against all charges and penalties through legal cases or otherwise. The Owners shall not be held responsible for any deviation eventually made by the independent flat buyers.
- 2.3.6 The Developer shall carry out soil bearing tests and investigations as may be required to determine the soil bearing capacity of the subject property or any other test as may be required and all other such ancillary work at its own cost that may be necessary for construction of the said multistoried building. It is clearly understood by and between the parties that the Developer shall be bearing all the charges and expenses regarding the said construction and for any untoward incident/accident or other mishaps during the said construction the Owners shall not be held responsible.
- 2.3.7 All the materials required to be used for construction of the said new multi-storied building shall be of standard quality and as per latest designs and easily available in market which shall be approved by the Architect appointed for the said project.
- 2.3.8 Developer undertakes liabilities for future complaints/litigations/court cases/other legal complaints pertaining to planning/architecture/construction and thereto related proved defects attributable on the ground of Developer however, the Developer shall not be liable for any responsibilities, defects, caused on the ground beyond its scope of normal prudence/diligence and due to acts of God and in contrary thereto undertakes to indemnify and keep indemnified the owners against all such risks.
- 2.3.9 The Developer would provide the subject property in a state free from all encumbrances with assured attributes to the Owners pertaining to their entitlement or upon redevelopment of the subject property.

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Signature of the Owners

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Signature of the Developer

Page 15 of 66



District Sub Registrar-II Alipore, South 24 Parganas 1 5 MAR 2023

### 2.4. RECORDING INTO WRITING:

- 2.4.1 Pursuant to the above and relying on the representations made by the Parties to each other as stated above, the final terms and conditions agreed between the parties herein are being recorded by this Agreement.
- 2.4.2 The parties are now entering upon this Agreement to record into writing all the terms and conditions agreed between them in connection with the development of the Subject Property and the Transfer and administration of the Multistoried Building and the respective rights and obligations of the parties in respect of the same as hereinafter contained.

### NOW THIS AGREEMENT WITNESSETH, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

#### 3. COMMENCEMENT:

3.1. This Agreement commences and shall be deemed to have come in force on and with effect from the date of execution, mentioned above (commencement date) and this Agreement shall remain valid and in force till all obligations of the Developer towards the Owners and each of them stand fulfilled and performed or the Developer's stake in the subject property is fully disposed of or till this Agreement is terminated in the manner stated in this Agreement.

### 4. AUTHORITY TO ENTER AND POSSESSION:

- 4.1. Simultaneously with the execution of this agreement and upon satisfaction of the Owners with respect to the Alternate Accommodation, the Owners have, in part performance hereof, allowed the Developer exclusive authority to enter the subject property as a Developer for carrying out the works for development. The physical vacant possession shall be made over by the Owners in the manner stated hereunder.
- 4.2. The Owners shall within 60 days from receiving of written intimation from Developer regarding obtaining of Sanction Plan/ Building Permit from the Kolkata Municipal Corporation or latest by 3 months, whichever is earlier, deliver vacant and peaceful physical permissive possession of the Subject Property to the Developer for carrying out the works for development for the purpose of the Project. In any case, handing over of physical possession of the property to the Developer by the Owners will be

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Page 16 of 66



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District Sub Registrar-II Alipore, South 24 Parganas 1 5 MAR 2023 done only after the provision and subsequent safe transfer of belongings of Owners to the two number of alternate accommodations/flats as agreed under this agreement. However, nothing should be construed that the possession of the Subject Property shall be given or intended to be given by the Owners to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act 1972 read with Section 2 (47)(v) of the Income Tax Act 1961.

- 4.3. Nevertheless the Developer shall with effect from the date hereof be entitled to commence preliminary works pertaining to survey, measurement, and soil testing etc., at the Subject Property and shall have full and free access and authority to enter into the Subject Property for the purpose thereof subject to payment of first installment of "Non-refundable Advance".
- Developer agrees to identify two nos. of 3 BHK alternative accommodation for the 4.4. owners, as clarified under Clause 1.1.6 above and Clause 17.1 herein, and shift the belongings to the new accommodations, within 60 days from receiving of written intimation from Developer regarding obtaining of Sanction Plan/ Building Permit from the Kolkata Municipal Corporation or latest by 3 months from sanction, whichever is earlier.

#### 5. DEVELOPMENT AND CONSTRUCTION:

- 5.1. In the premises aforesaid, the Owners do hereby provide the Subject Property exclusively for the purpose of the Project and have appointed the Developer for the Project and hereby grant to the Developer the exclusive rights and authority to develop or cause to be developed the Subject Property as a new multi-storied building project and deliver the Owners' Allocation, as agreed in SEVENTH SCHEDULE herein, pertaining to their entitlement upon redevelopment of the subject property in terms hereof, together with rights and authority to transfer the Developer's Allocation exclusively in favour of its prospective buyers, and the Developer hereby agrees and accept the same at and for the mutual considerations and on the terms and conditions hereinafter contained.
- 5.2. With effect from the date of execution hereof, the Developer shall have the sole and exclusive rights, authorities and entitlements, (a) to develop and construct or cause

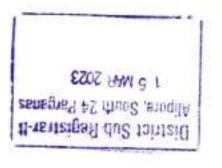
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Page 17 of 66

Signature of the Developer





to be developed and constructed the new G+IV multi storied Building together with such additional floor upon the ultimate roof if sanctioned by the statutory authorities at the Subject Property, upon demolishing the existing structures thereat and (b) to administer the entire Building Project in the manner and until the period as more fully contained herein and (c) to dispose of the Developer's Allocation and realize and/or enjoy the entire Realizations/Proceeds in respect thereof and (d) to collect/administer/realize the entirety of the Extras and Deposits and all other benefits and rights hereby agreed to be granted to the Developer or to which the Developer is entitled hereunder; and the Owners shall be entitled (i) to two alternate accommodations together with two car parking space for the entire tenure of the construction as per their choice as appearing in clause 1.1.6 of this agreement for which rent, car parking charges, and common area maintenance shall be paid by the Developer. (ii) to get an amount of Rs.70,00,000/- in stages as "non-refundable advance" (iii) to the Owners' Allocation to be delivered by the Developer to the Owners in terms hereof and to the entire Realizations in respect thereof and (iv) all other properties benefits and rights hereby agreed to be granted to the Owners or to which the Owners are entitled hereunder on and subject to the terms and conditions hereinafter contained. The consideration for the Transfer by the Owners of the commensurate unit wise / developed area wise proportionate share in land comprised in the Developer's Allocation and of all and whatever right, title and/or interest in the Developer's Allocation shall be the non-adjustable advance and construction and related costs of the Owners' Allocation.

#### **OBLIGATIONS OF OWNERS:** 6.

- 6.1. In connection with the Subject Project, the owners shall have no obligations and/or liabilities whatsoever except to carry out, observe and perform the following obligations:
- 6.1.1 MARKETABLE TITLE: The Owners shall keep and maintain, at their costs, good marketable title to the Subject Property. It is recorded that the Owners have delivered copies of the documents of title in respect of the Subject Property available with them to the Developer which are described in EIGHTH SCHEDULE of this agreement. The

Developer has caused searches and inspected the necessary records, based on the

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Signature of the Developer

Page 18 of 66



District Sub Registrar-II Alipore, South 24 Pargenas 1 5 MAR 2023 documents forwarded by the Owners and is primarily satisfied as to the right title and interest of the Owners with respect to the subject property. The Owners, however, agree to help/assist the Developer for obtaining any permission from any department by signing necessary papers as may be required to be signed by them being the owners of the property and to comply with all Requisitions on title that may be raised by the Developer for requirement of any authority.

- 6.1.2 FREE OF ENCUMBRANCES: The Subject Property and each part thereof is and shall be free of and from all encumbrances at the time property is handed over to Developer for development. In case any encumbrance arises due to dealing with, transfer, letting out or creating encumbrance by Owners or any development made thereat or is detected in respect of the Subject Property or any part thereof at any time or in case any defect or deficiency in the title of the Subject Property arises or is detected at any time or there is any legally valid claim of possession or occupation by any person in respect of the Subject Property at any time, the same shall be forthwith rectified and cured by the Owners at their own costs and expenses. However, any encumbrance arises not due to Owners' fault Owners will not be held responsible.
- 6.1.3 UNDISCLOSED LIABILITIES: In case any financial liability or outstanding dues arises or is detected at any later stage in respect of or affecting the Subject Property or any part thereof, the same shall be paid and cleared by the Owners promptly.
- 6.1.4 OUTSTANDING TAXES: The Owners shall pay and clear upto date municipal and other tax and land revenue if any and/or any outstanding statutorily payable and shall keep paying the same upto the date of delivery of physical possession of the Subject Property to the Developer.
- 6.1.5 CONTINUANCE OF ASSURED ATTRIBUTES AND REPRESENTATIONS AND WARRANTIES: The Owners shall be liable to cause and ensure that the Subject Property is fit with all other Assured Attributes and there is or arises no Affecting Circumstances affecting the Subject Property or any part thereof and further that the Representations and Warranties are always applicable and duly complied with by the Owners. Without prejudice to the generality of the foregoing provisions and nonetheless in addition thereto, the Owners shall comply with the following:-

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Page 19 of 66



District Sub Registrar-II Alipore, South 24 Pargenas 1 5 MAR 2023

- 6.1.5.1 All permissions, approvals, sanctions, modification, no-objections and other statutory formalities for sanction of plan would be obtained by the Developer at its own cost and expenses as agreed under this agreement. The Owners shall, however, undertake and ensure to sign and execute all papers, documents, plans, declarations, affidavits and other documentations whatever required for such sanction and construction as and when required by the Developer without any objection and within 7 days of the request being made provided Owners being present in station, and the documents being made available to the Owners. The Developer shall give a receipt of such documents in their letter head duly signed and stamped by authorized personnel of Developer. In addition to the aforesaid, the Owners shall sign, execute and register a General Power of Attorney authorizing the Developer or its officers to do, act and perform all or any of the obligations of the Owners mentioned above for development of the Project.
- 6.1.5.2 The Owners shall cause and ensure that there is no impediment or obstruction in the carrying out of the Project by the Developer, owing to any act, deed or thing of the Owners heretofore done or omitted to be done if any notice or claim is received from any Appropriate Authority or any other person, shall answer and satisfy the same and to ensure that there is no restriction or embargo or adverse effect on the Project whatsoever or howsoever at any time.
- 6.1.5.3 PAYMENT OF COSTS : Developer has expressly agreed to bear and pay all the cost, expenses and charges under this Agreement or otherwise required for fulfillment of its obligations under the agreement.
- 6.1.5.4 The Owners shall accord the necessary assistance required by the developer for obtaining various clearances as specified to the extent possible.
- 7. TITLE DEEDS:
- 7.1. Title Deeds shall include the Sale Deed, Purchase Deed, Will, Probate and Mutation Certificate in respect of or evidencing Ownership of the Owners and those forming part of the chain of title. The copy of the same stated in **EIGHTH SCHEDULE** have been duly received and verified by the Developer before signing this agreement.

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Signature of the Owners

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Page 20 of 66



District Sub Registrar-II Alipore, South 24 Parganas 1 5 MAR 2023

- 7.2. The Owners shall simultaneously with the execution of this Development Agreement deliver all original documents of title relating to the Subject Property lying with Owners to the Developer. For all the document's handed over, the Developer shall give a receipt of such documents in their letter head duly signed and stamped by Designated Partner/Authorized Personnel of Developer. The Developer shall hold the documents and shall allow inspection of the same by the parties for the purposes herein stated and shall also part with the same only for the purpose permitted herein. Upon formation of Association under the West Bengal Apartment Ownership Act, 1972 or any similar statute or otherwise, the Developer shall deliver all such originals held by them to the Owners against proper receipts and acknowledgments thereof and provide certified true copy to the Association. However, the Owners unanimously agrees to produce all such Original Deed and Documents at the request of such Association or to any members of such association for production of the same before any statutory authority or court of law as the case may be or agrees to provide a true copy of such documents to such member or association at an actual cost.
- 7.3. The Developer/Owners shall be entitled from time to time and at all times to produce, give copies and extracts of and from the said original documents of title before government and semi government bodies and authorities, municipal and land authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi-judicial forums, service providers, buyers/transferees of the said New Building and/or project and authorities as may be required.
- 7.4. That subject to Clause 35 stated under this agreement wherein entitlement of securing Loan by the prospective buyers upon mortgage of their respective Flats & Car Parking Spaces are permitted and/or granted by the Owners, the Owners shall render necessary assistance and agrees to grant necessary NOC/No Objection as may be required for obtaining such loan. However, the Developer shall not be entitled to raise loans and/or finances for construction and development of the subject property, envisaged herein, by depositing title and other deeds obtained from the Owners, in any manner whatsoever.

8. PLANNING: ains Muchen

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Page 21 of 66



District Sub Registrar-II Alipore, South 24 Parganas 1 5 MAR 2023

- 8.1. The entire planning and layout for the development of the Subject Property including, inter alia, on the following aspects, shall be done by the Developer:-
- 8.1.1. The planning of the new G + IV Multi-Storied Building and the size and height thereof and the design, concept and layout of the Building(s) and also of landscaping, plantation, natural or artificial water bodies (if any), walkways, driveways, etc., at the Subject Property;
- 8.1.2. The number and area of Flats/Units and other portions of the Subject Property and the nature of the constructions and developments at the Subject Property including any underground, ground level or above the ground developments and constructions;
- 8.1.3. The identification and demarcation of various portions of the Subject Property.
- 8.1.4. The Parties have mutually decided the scope of the Project, that is, the development of the Said Land by construction of the New Building/Project thereon for residential use only, The Developer shall at its sole discretion construct or cause to be constructed the New Building/Project for approved use only.
- 8.1.5. The Parties agree that the Developer shall be entitled to the full utilisation of the entire FAR including any additional F.A.R that may become available on the said property and/or FAR that may be sanctioned and permitted by the sanctioning Authorities for the said Property as per Kolkata Municipal Corporation prevailing building rules.
- 8.1.6. The Developer will officially give to the Owners, copy of Final Approved Plan for development and also any change/modification if any thereto at a later date, which have been officially approved by competent authority.

9. SURVEY, MUTATION, SANCTION AND MODIFICATION OF BUILDING PLANS:

9.1. SURVEY AND SOIL TEST: With effect from the date of execution hereof and subject to payment of first installment of the "non-refundable advance", the Developer shall be entitled at its own costs to cause survey and soil testing work at the Subject Property and other preparatory works relating to the sanction of plans for the New Building as mentioned herein above.

# 9.2. BUILDING PLANS PREPARATION & SANCTION:

9.2.1. The Developer shall at its own cost and expenses cause to be prepared the proposed
Vastu compliant building plans and send a copy of the same to the Owners. The

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Page 22 of 66



District Sub Registrar-II Alipore, South 24 Parganas 1 5 MAP 2023 Developer may obtain one or more building plans in respect of the Subject Property as it may deem fit and proper and as the laws permit. It is agreed that the proposed plan shall comply with Vastu requirements. In case there is any point of discussion on the proposed plans between the Owners and the Developer, the same shall be done in the presence of the Architect for the project before executing any actions on the proposed plan. The Final Plan before submission to KMC should be countersigned by all concerned parties.

9.2.2. The Developer shall be entitled from time to time to cause modifications and alterations to the building plans in such manner and to such extent as the Developer may, deem fit and proper but with the consent of the Architects and with written sanction by the competent authority and shall also intimate Owners officially regarding such approved modifications/alterations if such modification pertains to Owners Allocation under this Development Agreement. All fees, costs, charges and expenses in respect of such modifications and alterations shall be borne and paid by the Developer. In case the Owners require any modification in the Flats/Units comprised in the Owners' Allocation, the Owners shall inform thereabout to the Developer in writing who shall make its best endeavor to obtain such modification if approved by the Architect and Kolkata Municipal Corporation however such modification.

#### 9.3. SIGNATURE AND SUBMISSION:

9.3.1. The Owners shall sign, execute, submit and deliver all applications, undertaking, declaration, affidavit, plans, letters and other documents and do all acts deeds and things as may be required by the Developer in connection with the obtaining of sanctions and approvais for commencing or carrying out the developments and constructions at the Subject Property.

#### **10. CONSTRUCTION OF THE NEW MULTISTORIED BUILDING:**

10.1. DEMOLITION & SALVAGE: The Developer will be entitled to demolish the existing structure(s) and construction(s) at the subject property subject to making available the alternate accommodations and payment of first installment of "non-refundable"

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Page 23 of 66



District Sub Registrar-II Alipore, South 24 Pargenas 1 5 MAR 2023 advance" and all sale proceeds realized out of the debris after deduction of demolition costs shall be equally shared between Owners & Developer in 50:50 ratio.

- 10.2. CONSTRUCTION: The Developer shall construct and build the New Building and/or project at the Subject Property at its own costs and expenses in accordance with the Building Plans and to do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules of the Appropriate Authority in force at the relevant time. The Owners or any other person authorized by the Owners with prior written intimation to the Developer shall be allowed uninterrupted and unhindered right to inspect the construction and development activity during the normal working hours.
- 10.3. With effect from the date of possession, the Developer shall also be free to set up site office. The Developer shall also be free to put up the hoardings/boards, bring out brochures and commence the preparatory works for marketing of the proposed Building(s) with effect from the date of submission of building plans for sanction.
- 10.4. The Developer shall be entitled to display its brand in the board/hoardings as also that of its group companies at the site of the Subject Property at any time with effect from the date of submission of Building Plans for sanction.
- 10.5. The name of the proposed new Building shall be as "ASR ASHISH" or such other name as be to be decided by the Developer in consultation with the Owners. No person shall have any right to change the name which has been selected by the parties.
- 10.6. Commencement of construction: The Developer shall commence the construction of the New G + IV Building within 2 (Two) months from the date of (a) the sanction of the Building Plans or (b) demolition of existing structures whichever is later.
- 10.7. Specification And Quality: The Developer shall construct erect and complete the New Building (s) and/or project in a good and workman like manner with standard quality of materials as available in market and shall construct and finish the same in accordance with the Specifications mentioned in the THIRD SCHEDULE hereto save as may be modified or altered by mutual consent or approval of the Owners Architects without any compromise/ degradation of quality/standard as specified in the THIRD

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Page 24 of 66



District Sub Registrar II Alipore, South 24 Parganas 1 5 MAR 2023 SCHEDULE, with intimation to the Owners. The Developer may change the Specification in respect of the Flats/Units comprised in the Developer's Allocation as per the requirement of the Transferees, and for the Owners' Allocation as per the requirement of the prospective transferees of their portion requested in writing by the Owners on payment to the Developer such extra costs, charges and expenses as charged by the Developer. The Owners agree and ensure to grant necessary authority and consent for carrying out such assignment by the Developer as and when required by the Developer.

- 10.8. Utilities: The Developer shall apply for and obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all Appropriate Authorities and service providers, at its own cost.
- 10.9. Common Areas And Installations: The Developer shall erect and install the necessary Common Areas and Installations for passages, pathways and driveways for ingress and egress by users of the Subject Property as developed from time to time which also include electricity, drainage and sewerage and water connections with necessary constructions and equipment's thereof, together with lifts/staircases/elevators wherever applicable in the New Buildings or any other installation or facility that the Developer may provide at the Subject Property and the Developer shall be entitled to charge, demand, receive or realize any Extras or Deposits in connection with any Common Areas and Installations as are mentioned in the FIFTH SCHEDULE. However, no such extras or deposits for erection and installation of Common Area facilities by the Developer will be charged from the Owners for their allocations.
- 10.10. Clearances : The Developer at their own costs, shall be authorized and empowered in its own name and also in the name of the Owners, insofar as may be necessary, to apply for and obtain all permissions, approvals and clearances from any authority whether local, state or central for the construction of the new Building (s) and also to sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the appropriate authority or authorities from time to () time for demolition, making additions and/or alterations, constructions and/or

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Page 25 of 66



reconstructions on the Subject Property or any portion thereof and/or for obtaining any utilities and permissions as per sanctioned plan/ approved modifications thereto. However, the consent of the Owners shall be obtained in writing by the developer wherever necessary.

- 10.11. Procurement Of Equipment's & Materials: The Developer at their own costs shall be entitled to procure all building and construction materials, fittings, fixtures, common installations etc. (viz. steel, cement, sand, bricks, lift, water pump, sanitary fittings etc.), construction equipment's and/or any type of machinery required (viz. crusher, mixer, tools etc.) for construction of the New Building (s) and/or project and to return the same upon completion of the necessary works or if it is found to be defective or procured in excess.
- 10.12. Team: ASR PROJECTS AND VENTURES LLP its Architects and the entire team of people required for execution of the New Building (s) and/or project shall be such person as may be selected and appointed by the Developer in its sole discretion. The Developer shall be entitled from time to time to appoint engineers, consultants, planners, advisors, designers, experts and other persons of its choice as may be necessary. The Developer shall also appoint engage and employ such contractors, sub-contractors, engineers, labourers, mistries, caretakers, guards and other staff and employees and at such remuneration and on such terms and conditions as be deemed necessary by the Developer and wherever required, to revoke such appointments from time to time or at any point of time. All persons employed by the Developer for the purpose of construction shall be the persons under appointment from the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc. Owners will not be part of team selection for construction related activities.

#### 11. GENERAL POWERS OF ATTORNEY AND OTHER POWERS:

11.1. The Owners shall simultaneously with the execution of these presents, execute and/or register one or more General Power or Powers of Attorney in favour of the Developer or its authorized representatives granting all necessary powers and authorities with regard to the development & connected purposes provided in this Agreement or

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Page 26 of 66



District Sub Registrar-II Alipure, South 24 Parganas 1 5 MAR 2023 arising here from, subject to payment of the first installment of "non-refundable advance". If any further powers or authorities be legally required by the Developer at any time for or relating to the purposes for execution of this project mentioned above, the Owners shall grant the same to the Developer and/or its authorized representatives.

- 11.2. Such General Power of Attorney shall inter alia authorize the developer herein to perform the following :
  - i) [ 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 Subject Property or any portion thereof and/or for obtaining any utilities and permissions, within the provision of this Agreement.
  - ii) To deal with all the Appropriate Authorities and/or its officers and also all other State Executives Judicial or Quasi-Judicial, Municipal and other authorities and persons in all manner and for all purposes connected with the development of the New Building (s) and/or project or transfer of the Developer's & Owners' Allocations or anyway connected therewith within the provision of this Agreement.
  - To use its own name as the Developer in respect of the New Building (s) and/or iii) project.
  - To supervise the construction work in respect of the New Building (s) and/or iv) project to be carried out in accordance with the Building Plans with all necessary approved additions or alterations and in accordance with all the applicable rules and regulations made by the Appropriate Authority in its own name.
  - To represent the Owners before all Appropriate Authorities and Government and V) also all electricity, water, drainage, sewerage, technology driven and other service providers.
  - To pay various fees, costs and charges to concerned authorities as may be vi) necessary for the purpose of carrying out the development work on the Subject Property and to claim refund of such deposits so paid and to give valid and

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Page 27 of 66



District Sub Registrar-II Alipare, South 24 Parganas 1 5 MAR 2023 effectual receipts in connection with the refund of such deposits in its own name or in the name of the Owners or in the joint name, as may be required.

- 11.3. The Power or Powers of Attorney shall form a part of this Agreement and shall subsist during the subsistence of this Agreement.
- 11.4. It is understood that to facilitate the construction and Transfer of the Developer's Allocation of the New Building (s) and/or project, vanous acts deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorization as may be reasonably required by the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be reasonably required on the written request made by the Developer.

# 12. COMPLIANCE OF LAWS:

12.1. The Developer shall not violate any Municipal or other statutory rules and laws including the Real Estate (Regulation and Development) Act, 2016 and the West Bengal Real Estate (Regulation and Development) Rules, 2021, if applicable and aiways abide by and observe all the rules and procedures and practices usually followed in making construction of buildings. The Owners will not be responsible for any accident, latches and/or lapses on the part of the Developer and also any accidents due to planning, architecture, construction or such related processes or procedures.

# 13. TIME FOR CONSTRUCTION AND COSTS:

13.1. TIME FOR CONSTRUCTION: Subject to the Owners not being in default in compliance of their obligations hereunder and subject to Force Majeure condition and subject to there being no Affecting Circumstances, the Developer shall construct and

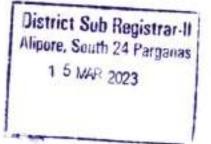
complete the New Buildings within 30 (Thirty) months with a grace period of 6

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Page 28 of 66





(Six) months from the date of handover of physical possession of the subject of Property in favour of the Developer. The said time may, however, be extended by mutual consultation by the parties subject to the developer having paid all his installments of "non-refundable advance" in stages and a further payment by the Developer in terms of Clause 28.2.3 for construction and completion of the project thereafter.

13.2. COSTS AND EXPENSES: Save as expressly stipulated elsewhere in this agreement, all costs and expenses from the date of handing over physical possession in terms hereof, towards fees of the Architects and all fees costs and charges payable for sanction, modification, alteration and/or revision of building plans, all costs of construction and development of the Subject Property in terms hereof, all advertisement of developed property's sale related expenditures, shall be borne and paid by the Developer, including salary of security staff and all other taxes thereof.

### 14. ADDITIONAL AREAS:

14.1. The Owners agree that the Developer shall be entitled to the full exploitation of the entire F.A.R. (Floor Area Ratio) including any additional F.A.R. that may become available on the subject property and/or any additional F.A.R. that may be sanctioned and permitted by the sanctioning Authorities at the subject property at any later stage. In case the statutory authorities permitting any additional sanction in the subject property for construction of any additional floor upon the ultimate roof (over the G+IV storied building) at any later stage comprising a self-contained Flat of 1305 Sq. Ft. approx. Super Built Up and Open Terrace of 1033 Sq. Ft. approx., the Owners hereby irrevocably permit and authorize the Developer herein to avail such additional sanction and to carry out the required construction. The costs and expenses in respect of sanction and approvals for such additional area and for construction of such additional area bearing self-contained Flats/Apartments upon the ultimate roof over the G+IV storied building shall be borne and paid by the Developer and such additional area bearing such numbers of self-contained Flats/Apartments as sanctioned together the open terrace attached thereto shall be sold jointly by Developer and the Owners along with the undivided proportionate share in the Land together with undivided proportionate share in the common parts and portion with all facilities attached

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ASR PROJECTS AND VENTURES LLP Signature of the Developer

Page 29 of 66



District Sub Registrar-II Alipore, South 24 Parganas 1 5 MAR 2023 therewith together with a car parking space as available to any prospective buyer and the Net Sale Profit as defined in the definition clause no. 1.1.21 of this agreement i.e. [{total sale proceeds - (fixed charges incurred for additional sanction i.e. Rs.10,00,000/- (Rupees Ten Lacs) + construction cost @ Rs.3000/- per Sq. Ft. for flat area and @ Rs.900/- per Sq. Ft. for open terrace respectively applicable upon the total Super Built Up area of such Flat/Flats and upon the area of open terrace thereto attached + construction cost of parking space + 2% brokerage for further sale, provided if it is applicable)} shall be adjusted from the total sale proceeds] arising out of sale of such additional space shall be shared between the Owners and Developer in 50:50 ratio. The selling price for car parking space (which is settled to be not less than Rs.8,00,000/- only) will also be added into the sale proceeds, besides selling price of flat area and open terrace pertaining to additional floor, while computing the Total Sales Proceeds. It was also agreed between the owners herein that the net sale profit forming part of the owners 50% ratio shall be divided between the Owners equally. The Owners agrees that they will not make delay in execution and registration of the necessary conveyance deed in favour of such proposed buyer and conclude the entire registration process within 7 days of receipt of notice from the Developer. This clause shall be applicable for additional construction in the project only.

# 15. CO-OPERATION BY OWNERS:

15.1. The Owners shall fully cooperate with and assist the Developer and shall sign execute register and deliver all papers, affidavits, indemnities, undertakings, declarations, powers, etc. pertaining to project, as may be required be the Developer.

#### 16. NON-ADJUSTABLE ADVANCE

16.1. That subject to uninterrupted construction of the project the Developer undertakes to pay a sum of Rs.70,00,000/- (Rupees Seventy Lacs only) as Non Adjustable Advance to the Owners. However, the said Lt. Col. Dilip Kumar Mukerjee and Shri Debasis Mukerjee the Owner No. 1 & 2 herein represents to the Developer that in terms of their share or interest in the subject property as defined in SCHEDULE SIX of this agreement the said Lt. Col. Dilip Kumar Mukerjee and "Shri Debasis Mukerjee in lieu of getting one self-contained Flat and car parking

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Page 30 of 66



District Sub Registrar-It Alipere, South 24 Parganas 1 5 MAR 2023 space each within the Owners Allocation as mentioned in the SEVENTH SCHEDULE herein completely waived and/or relinquish their right and claim over the Non Adjustable Advance and have requested the Developer to pay the entire amount of Non Adjustable Advance to Mr. Debjyoti Mukerjee and such payment to Mr. Debjyoti Mukerjee shall completely discharge the responsibility of the Developer from payment to the said Lt. Col. Dilip Kumar Mukerjee and Shri Debasis Mukerjee.

- 16.2. That at the request of said Lt. Col. Dilip Kumar Mukerjee and Shri Debasis Mukerjee the Developer agrees to pay NON-ADJUSTABLE ADVANCE of Rs.70,00,000/- (Rupees Seventy Lacs only) to the said Debiyoti Mukerjee in four installments in the following manner:
  - At the time of execution of this Agreement: Rs.15,00,000/i) (Rupees Fifteen Lacs) only;
  - By 1st April, 2023 : Rs. 15,00,000/- (Rupees Fifteen Lacs) only; ii) and
  - iii) By 1st April, 2024 : Rs. 20,00,000/- (Rupees Twenty Lacs) only; and
  - By 1st April, 2025 : Rs. 20,000,00/- (Rupees Twenty Lacs) only; iv)

If the Developer fails to pay the said advance money within the aforesaid stipulated period in that event the Developer shall be liable to pay 12 % interest per annum on the said default amount from the due date of payment.

16.3. The entire Non-Adjustable Advance amount of Rs.70,00,000/- (Rupees Seventy Lacs only) paid by the Developer to Shri Debjyoti Mukerjee, Owner, is primarily non-refundable and interest free but in any case the Owners herein fails and/or neglects to make out a marketable title to the Subject Property or any part thereof or fails and/or neglects to comply with any of its other obligations/compliances mentioned in this Agreement in the manner or within the period stipulated therefor or the Subject Property suffers from any defect or deficiency of Assured Attributes or there is or arises any Affecting Circumstances and due to such the Developer have to cancel/terminate the agreement for the reason attributable to the Owners, the nonadjustable advance amount paid so far, or any other amounts on any account paid or

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Page 31 of 66



District Sub Registrar-II Alipore, South 24 Parganas 1 5 MAR 2023 incurred by the Developer on the Subject Property including on its planning or development or otherwise together with interest on each thereon calculated @12% (twelve percent) per annum accruing from the date of payment/incurrence by the Developer, shall immediately and in any event within 30 days of being demanded by the Developer, become refundable by the Owner to the Developer wholly.

#### 17. ALTERNATE ACCOMODATION:

- 17.1. For the actual period of construction that from the date of Delivery of possession of the subject property in favour of the Developer till handover of Owners' allocation in their favour by the Developer, the Developer will provide alternate accommodation consisting of 2 (two) residential 3 (Three) BHK flats together with car Parking Spaces that the Developer has undertaken to provide to the owners, in the nearby vicinity, for their accommodation during the period of construction and until the day the Developer can legally provide possession of the Owner's Allocation to the Owners in terms of the present agreement. It is specifically agreed between the parties that the monthly rents for the respective flats including common area maintenance charges plus car parking charges pertaining to the said Flats excluding electricity charges for such accommodation shall be borne by the Developer for the entire period till handover of the Owners Allocations in favour of the Owners in terms of this Agreement. The electricity charges for respective accommodations will be borne and paid by the respective Owners herein as per their consumption. The measurement of each accommodation shall be 1200 Sq. Ft. Super Built Up more or less. The owners shall not be liable to pay the amounts of monthly rents and common area maintenance charges in respect of such alternate accommodations. Any hike of monthly rent and common area maintenance charges, during the total period of stay, in the rented apartments will be borne by the Developer.
- 17.2. The cost of shifting safely the household belongings to the identified accommodation premises (2 Nos) will be facilitated and totally borne by the Developer. The dismantling of electrical gadgets, like Air conditioners, TV's, electrical fans/lights, refrigerators etc. and their re-installation in the identified accommodations will be done by the Developer. Similarly, while handing over the flats/units to the Owner's in the new constructed/developed building in Premises No. 41, Biplabi Dinesh Majumder

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Page 32 of 66



District Sub Registrar-II Alipore, Sourt: 24 Parganas 1 5 MAR 2023 Sarani, Kolkata 700053, previously P - 562, Block - N, New Alipore, Kolkata 700053, the Developer will bear the cost for shifting, installation and placement of electrical and other gadgets safely and properly. Provision of manpower and amenities, including transportation of goods, will be organised and coordinated by the Developer with no cost liability to the Owner's. All associated expenses related to the shifting to the two identified accommodation premises and subsequently to the flats/units of the newly constructed building (New Building(s)) will be exclusively borne by the Developer with no liabilities for the Owner's.

# 18. AREAS AND ALLOCATION OF THE OWNERS AND DEVELOPER AND IDENTIFICATION:

#### 18.1. Division of New Building (s) and/or project:

- 18.1.1. It is agreed by and between the Owners and the Developer hereto that in the said New Building and/or project, the Owners shall be entitled to and shall be allocated the Owners' Allocation and Developer shall be entitled to and shall be allocated the Developer's Allocation respectively as follows:
- 18.1.2. Owners' Allocation: Identified Flats/Units containing 50% (Fifty) percent of the total constructed area of all the Units in the New Building (s) and/or project being the First Floor and Second Floor together with undivided proportionate impartible share of land attributable thereto together with the proportionate undivided impartible share in the Common Areas and Installations together with 50% (Fifty percent) of the total Parking Spaces in the Ground Floor of New Building shall belong exclusively and absolutely to the Owners as brought out in SEVENTH SCHEDULE.
- 18.1.3. The car parking spaces (4 Nos) being the 50% of the total car parking space belonging to the Owners will be provided as follows: three parking spaces in the First row in the front entrance side of the premises, one each for the three owners; Dilip Kumar Mukerjee, Debasis Mukerjee and Debjyoti Mukerjee, immediately adjacent to the 30 ft. wide road on the northern side and one parking space in the back side for owner Debjyoti Mukerjee. These are earmarked in the drawings of the ground floor layout.

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Page 33 of 66



District Sub Registrar-II Aliport, South 24 Paraanas 1 5 MAR 2029

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- 18.1.4. Developer's Allocation : Identified Units containing 50% (Fifty percent) of the total constructed area of all the Units in the New Building (s) and/or project being the Third Floor and Fourth Floor together with proportionate impartible share of land attributable thereto together with the proportionate undivided impartible share in the Common Areas and Installations together with 50% (Fifty percent) of the total Parking Spaces in the Ground Floor of New Building shall belong exclusively and absolutely to the Developer as brought out in SEVENTH SCHEDULE.
- 18.1.5. The ultimate roof of the Buildings shall remain common for all the prospective Flat Owners in the said project after keeping provision of the Common Areas and Installations as the Developer, at its discretion, decide.
- 18.2. The super built-up area in respect of all the Units in the New Building (s) and/or project (whether comprised in the Owners' Allocation or the Developer's Allocation) shall be calculated by the Developer's Architect on uniform basis. The Unit wise / Developed area wise proportionate undivided impartible share in land and in the Common Areas and Installations attributable to any Unit shall be determined by taking the ratio in which the built-up area of such Unit bears to the total built-up area of all the Units for the time being to contain in the New Buildings.

# 19. DELIVERY OF THE OWNERS' ALLOCATION:

- 19.1. Construction of Owners' Allocation: The Owners' Allocation shall be constructed by the Developer on behalf of the Owners at the Developer's cost.
- 19.2. Notice of Completion: Subject to force majeure, the Developer shall upon causing to be constructed and completed the New Building and/or project inform the Owners thereabout by a written notice (hereinafter referred to as "the Notice of Completion").
- 19.3. Before issuing Notice of Completion as above, the Developer shall construct and complete the New Building and/or project and obtain firstly a certificate from the Architect appointed for the new Building (s) and/or project certifying that the New Building and/or project has been constructed and completed in accordance with the Building Plan and in accordance with the Specifications agreed to in terms hereof.

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Page 34 of 66



District Sub Registrar-II Alipore, South 24 Parganas 1 5 MAR 2023

- 19.4. The Completion Certificate of the Project shall be obtained by the Developer by payment of necessary fees and other charges from the Kolkata Municipal Corporation within 60 days of completion of the New Building and/or project or such additional time as may be required therefor. Certified True Copy of Completion Certificate if available from KMC shall be submitted to the Owners officially.
- 19.5. Possession of Owners' Allocation: Within 30 days of the Owners receiving the Notice of Completion from the Developer in terms of Clause 19.2 above, the Owners shall take possession of the Owners' Allocation. Upon receiving the Notice of Completion as aforesaid, it shall be deemed for Owners to have taken possession of such Owners' Allocation on expiry of such notice period of 30 days irrespective of the fact whether the Owners have actually taken physical possession thereof or not. However Developer will ensure that copy of Original Completion Certificate are handed over within time frame mentioned above and in no way Developer will exit Project till Completion Certificate is handed over. From such delivery of possession of Owners' Allocation, the Owners shall be liable to pay all taxes, extras and deposits and other outgoings in respect thereof to the Developer either by themselves or through their transferees.

## 20. TRANSFER OF RESPECTIVE ALLOCATIONS:

#### 20.1. Transferability of the Owners' Allocation:

20.1.1. Subject to the provisions contained in this agreement the Owners shall be absolutely and exclusively entitled to the Owners' Allocation allotted to them with exclusive right to Transfer the same in any manner whatsoever and receive all Realizations without any right, claim or interest therein whatsoever of the Developer. For the aforesaid purposes, after the sanction of the Building Plan and identification of the respective allocations, the Owners shall be entitled to execute Agreements for Sale, Deeds of Conveyances, Gift Deeds and other deeds and documents in favour of the Transferees of the Owners' Allocation and if necessary, register the same. The Developer if required shall join as a party to any such agreements, deeds or documents in respect of the Owners' Allocation.

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Page 35 of 66



District Sub Registrar-II Alipere, South 24 Parganas 1 5 MAP 2023

- 20.1.2. The payment of consideration in respect of the Owners' Allocation shall be taken directly in the name of the Owners and the Owners shall be liable for GST and TDS related compliance in its own name. The Extras and Deposits in respect of any Transferable Areas agreed to be transferred shall be taken by the Developer directly in its own favour.
- 20.1.3. The delivery of possession of the areas agreed to be Transferred to any Transferee/s from the Owners' allocation shall be delivered to such Transferee/s by the Developer under written intimation of its consent by the Owners, and such delivery shall be deemed to be delivery of possession of the concerned Transferable Area by the Developer to the Owners in full discharge of the obligation of the Developer.
- 20.1.4. Any Such transfers shall be at the risk of the Owners and any refunds or payments to any Transferee/s owing to any cancellation or dispute with any Transferee/s shall be for and to the account of the Owners, except such dispute, if any, with regard to the quality of construction to the extent the Developer is answerable hereunder.
- 20.1.5. The Developer shall assist the Owners to sale the Flat/Unit pertaining to Owners' Allocation, if needed.

### 20.2. Transferability of the Developer's Allocation:

20.2.1. Subject to the provisions contained in this agreement, The Developer shall be absolutely and exclusively entitled to the Developer's Allocation (entire 3<sup>rd</sup> and 4<sup>th</sup> floor together with undivided proportionate share in land and in the common areas together with 50% of total car parking spaces as recorded in Part II of Seventh Schedule) with exclusive right to transfer the same in any manner whatsoever, and the Developer shall be entitled to receive and appropriate and enjoy all Realizations/proceeds without any right, claim or interest therein whatsoever of the Owners. The Developer shall be entitled thereto with right to nominate to its Transferees of the Units forming part of the Developer's Allocation with the said undivided proportionate share in the land attributable thereto at the time of execution of Deed of Conveyance. For the aforesaid purposes, after the sanction of the Building Plan the Developer shall be entitled to execute Agreements for Sale, Deeds of () Conveyances and other deeds and documents in favour of the Transferees of the

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Page 36 of 66



District Sub Registrar-It Alipore, South 24 Parganas 1 5 MAR 2023 Developer's Allocation and if necessary, register the same. The Owners shall for such purpose grant execute and register a General Power of Attorney in favour of the Developer to execute and register the same in the name of and on behalf of the Owners. The consideration for the Transfer by the Owner of the proportionate share in land comprised in the Developer's Allocation and of all and whatever right, title and/or interest in the Developer's Allocation shall be the non-adjustable advance and the construction and related costs of the Owner's Allocation.

## 20.3. It is further agreed between the Owners and the Developer in this regard as follows:

- 20.3.1. Neither party shall make any commitment or enter upon any term which is or may be repugnant to or contrary to those contained herein or otherwise affects or prejudices the scope of the respective rights and obligations of the Owners and the Developer hereto.
- 20.3.2. Any transfer by any party shall be at its own respective risks and consequences. Any Realization received by either party from their respective Transferees and required to be refunded owing to cancellation, shall be refunded by such party to the tune received by them respectively and either party shall not be liable for refund of any amount received by the other party.
- 20.3.3. All realizations/proceeds receivable by the Developer under agreements and contracts in respect of the Developer's Allocation shall be to the account of and shall be received realized and appropriated and enjoyed by the Developer exclusively and the Owners shall have no concern therewith. However, the Owners agrees to collect from the intending Transferees of the Owners' Allocation the Extras and Deposits directly in favour of the Developer or the Developer may directly collect from the Transferees the same.

# 20.4. Special Provision regarding sell of the Additional Construction in the Project;

20.4.1. The Owners as well as the Developer agrees that in the event the statutory authorities permitting any additional sanction in the subject property for construction

of any additional floor upon the ultimate roof over the G+IV storied building at any

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Page 37 of 66





later stage comprising a self-contained Flat with open terrace as appended in Sub clause 14.1 of clause 14 of this Agreement, the Owners hereby irrevocably permit and authorize the Developer herein to avail such additional sanction and to carry out the required construction. The costs and expenses in respect of sanction and approvals for such additional area and for construction of such additional area bearing self-contained Flats/Apartments upon the ultimate roof over the G+IV storied building shall be borne and paid by the Developer, and such additional area bearing such numbers of self-contained Flats/Apartments as sanctioned together the open terrace attached thereto together with the undivided proportionate share in the Land together with undivided proportionate share in the common parts and portion with all facilities attached therewith together with a car parking space as available shall be sold jointly by Developer and the Owners (after making the owners a confirming party to the Deed of Conveyance) to any prospective buyer nominated by the Developer and the Net Sale Profit as defined in the definition clause no. 1.1.21 of this agreement arising out of sale of such additional space shall be shared between the Owners and Developer in 50:50 ratio. However the Owner agrees that they will not make delay in execution and registration of the necessary conveyance deed in favour of such proposed buyer and conclude the entire registration process within 7 days of receipt of notice from the Developer.

21. OWNERS' OBLIGATION TO CONVEY SHARE IN LAND: The Owners do and each of them doth agree and undertake to transfer undivided indivisible impartible proportionate share or interest in the land attributable to the Developer's Allocation and all its right, title and interest in the Developer's Allocation to the Transferees thereof in such parts or shares as the Developer may nominate or require. However, the stamp duty and registration fee on the documents of transfers shall be borne by the Transferees of the Developer's Allocation. The consideration for the Transfer by the Owners of the commensurate flat/unit wise / developed area wise proportionate share in land comprised in the Developer's Allocation and of all and whatever right, title and/or interest in the Developer's Allocation shall be the construction and related costs of the

Owners' Allocation.

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Page 38 of 66



District Sub Registrar-II Aligore, South 24 Parpanas 1 5 MAR 2023

- 22. PUBLICITY: The Developer shall be entitled to advertise for Transfer of the Units, Parking Spaces and other saleable spaces/constructed areas in the New Building (s) and/or project in all media, after the sanction of building plans.
- ADVOCATES: All documents of Transfer in respect of the allocations of the Developer shall be such, as be drafted by concerned Advocate/s appointed by the Developer.
- 24. MARKETING & PUBLICITY COSTS: All costs and expenses of marketing and publicity, brokerage, commission and like other amounts pertaining to advertisement/publicity, relating to the New Building (s) and/or project shall be borne by the Developer.
- 25. EXTRAS AND DEPOSITS: All Extras and Deposits mentioned in the FIFTH SCHEDULE that may be agreed to be charged by the Developer directly from any respective Transferees shall be paid to the Developer directly by the Transferees of the Owners' Allocation and the Developer's Allocation. Any Extras and Deposits including those mentioned in the FIFTH SCHEDULE hereunder written, that may be taken by the Developer from the Transferees (including the Transferees of the Owners' Allocation), shall be taken and utilized exclusively by the Developer for the purpose it is so taken. The Developer shall be free to add or alter the particulars of Extras and Deposits as mentioned in the FIFTH SCHEDULE hereunder written with prior intimation to the Owners.
- 26. GOODS AND SERVICES TAX (GST) AND TDS ETC.: The Owners and the Developer each shall respectively discharge statutory compliances in respect of GST &TDS, Income Tax related compliances and any other statutory compliance in respect of Transfer of their respective allocations under the agreement.

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Page 39 of 66



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District Sub Registrar-II Alipore, South 24 Parpanas 1 5 MAR 2023 as is necessary for that Party, using all reasonable endeavors, to re-commence its affected operations in order for it to perform its obligations. Neither the Owners nor Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

In the eventuality of Force Majeure circumstances the time for compliance of the obligation shall stand extended for such number of days affected by Force Majeure situation. The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed.

### 28. DEFAULTS:

### 28.1. DEFAULTS OF OWNERS:

28.1.1. That based on the representations and the copy of documents supplied by the Owners stated in the Eighth Schedule of this agreement the Developer verified the right, title and interest of the owners and the owners have undertaken to keep and maintain the said title free of all encumbrances. In case the Owners, unless subject to force majeure, fails and/or neglect to make out a marketable title to the Subject Property or any part thereof or fails and/or neglect to comply with any of its other obligations/compliances as mentioned in this Agreement in the manner or within the period stipulated therefor or the Subject Property suffers from any defect or deficiency of Assured Attributes or there is or arises any Affecting Circumstances, the Developer shall give a notice, in writing, to the Owners giving time of 60 working days to remedy the default or breach and in case the Owners fail to remedy the same within such 60 working days, the Owners shall be liable to pay to the Developer

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Page 40 of 66





Developer on the Project accruing from the date Developer incurred the same or date of signature of this agreement.

- 28.1.2. In addition thereto, the Developer shall, in the event of any inability or default of the Owners be entitled to take any one or more of the following recourses in any priority or order as the Developer shall deem fit and proper:-
- 28.1.2.1. To sue the Owners for specific performance of the contract;
- 28.1.2.2. To itself try and attempt the compliance of the obligation under default, at the cost and expense of the Owners (wherever payable by the Owners in terms thereof) and by paying such amounts and in such manner and on such terms and conditions as the Developer may deem fit and proper and without being liable to the Owners for the result of such attempt provided Owners agree to such settlement process.
- 28.1.2.3. To exclude the portion or portions as may be the subject matter of such default from being part of the Subject Property and to continue the Project in the balance portion. In case of any such exclusion, the Subject Property shall be varied accordingly.
- 28.1.2.4. To cancel the contract envisaged herein in whole or in respect of the portion affected by such default and in such event the consequences of Cancellation as envisaged hereinafter shall be followed.

28.1.3. EFFECTS OF DEVELOPER CARRYING OUT OBLIGATION OF OWNERS: In case of the Developer attempting the compliance of the obligation of the Owners under default, after written consent of Owners, the amounts, costs and expenses paid or incurred by the Developer together with interest @12% per annum thereon shall be the liability of the Owners exclusively and the Developer shall have a lien on the Owners' Allocation for such amount until adjustment.

28.1.4. PROHBITION OF CANCELLATION BY THE DEVLOPER: In any case the Developer is prohibited from and restrained against cancelling this Agreement under any circumstances subject to their lies no affecting circumstances on the part of the Owners and any Force Majeure situation beyond the control of the Developer.

28.2. DEFAULTS OF DEVELOPER, CONSEQUENCES:

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Page 41 of 66



District Sub Registrar-II Alippre, South 24 Parganas 1 5 MAP 2023

- 28.2.1. The Developer without being prevented by any Force Majeure event or affecting circumstances as stated under this agreement, fails and/or neglects to fulfil its obligations under the present agreement, then Developer agrees to the following:-
- 28.2.2. To pay the remaining advance money in the manner and within the period stipulated in this agreement the Developer shall pay interest @12% per annum upon the due amount from the due date till actual date of payment; Non-payment of advance money timely can also lead to the cancellation/termination of the agreement by the Owners however a 90 days advance notice in writing to be provided to the Developer before termination/cancellation of the agreement by the Owners.
- 28.2.3. On failing to construct the New Building (s) and/or project within the respective time periods (including extended periods) mentioned in this Agreement, the Developer agrees to pay to the Owners, per month Rs. 35,000/- (Rupees Thirty Five Thousand) only as compensation commencing from the time limit as mentioned in this Agreement. If aforesaid breach continues for a further period of 90 days beyond the stipulated period plus extended period of construction as mentioned in this agreement the Owners shall give a notice, in writing, to the Developer giving time of 90 working days to remedy the default or breach and in case the Developer fail to remedy the same even after receipt of such notice, the Owners shall be entitled to terminate this agreement and the developer shall be liable to restore their property within nine months from the date of termination of the same. Notwithstanding anything contained in this agreement any such cancellation by the Owners shall be effective only upon refund of such Non-adjustable advance and refund of all other costs and expenses paid/incurred by the Developer in respect of the Project as aforesaid.
- 28.2.4. If any accident occurs during the construction period causing any criminal and/or civil action/proceedings, the Owners shall not be liable for the same. Owners will not be liable for construction related accidents anytime.
- 29. LOSS & DAMAGE: If at any time hereafter it shall appear that any of the parties hereto has failed and/or neglected to carry out its obligations under this Agreement or to extend full cooperation agreed to be extended hereunder, then the party carrying out n the obligations and responsibilities of the defaulting party shall be entitled to claim all

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Page 42 of 66



District Sub Registrar-II Alipore, South 24 Parganas 1 5 MAR 2023

losses and damages suffered by them from the defaulting party without prejudice to its other rights hereunder.

30. REFERENCE OF DISPUTES: Except as stipulated hereinabove, this Agreement and contract shall not be cancelled by either party and the parties will refer to any disputes or differences between them to the Arbitration as more fully provided hereinafter and accept and abide by the award made therein.

### 31. COMMON PURPOSES AND MAINTENANCE IN-CHARGE:

- 31.1. COMMON PURPOSES: Each of the Owners and the Developer and all Transferees of their respective allocations shall be bound and obliged to pay the amounts and outgoings pertaining to their respective allocations/portions and comply with the rules, regulations, restrictions and conditions as may be framed by the Developer and adopted for or relating to the Common Purposes in respect of the New Building (s) and/or project in consultation with the Owners. Furthermore, while dealing with and/or entering into any agreements and other documents of transfer of their respective allocations or any part thereof, the Owners and the Developer shall respectively necessarily incorporate all rules, regulations restrictions and conditions framed by the Developer in consultation with the Owners as aforesaid.
- 31.2. MAINTENANCE IN-CHARGE: The Developer shall upon construction of the New Building (s) and/or project or such part thereof as the Developer may deem fit and proper require the Transferees thereof to form an Association under the applicable statute for the Common Purposes and till such time as the Association is formed, the Developer or its nominee shall administer and be in charge for the Common Purposes. However the Developer shall not be bound to continue with such responsibility of administration of the Common Purposes in the New Building (s) and/or project beyond exploitation of developer's allocation.
- 31.2.1. All charges of such agencies and organizations shall be part of the Common Expenses.
- **31.2.2.** 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

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Signature of the Developer

Page 43 of 66



District Sub Registrar-II Alipore, South 24 Pargenas 1 5 MAR 2023

any rule or regulation or decide any condition which may affect any right or privileges of the Owners or the Developer hereto.

### 32. COVENANTS:

- 32.1. The Owners do hereby covenant with the Developer as follows:-
- 32.1.1. That each and every representation made by the Owners hereinabove are all true and correct as verified by the Developer based on the representations and copy of documents supplied and the Owners agrees and undertakes to perform each and every representation and covenant 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 Owners and all consequences in respect thereof shall be for and to the account of and borne and paid by the Owners.
- 32.1.2. That with effect from the date of execution hereof, the Owners shall neither deal with, transfer, let out or create any Encumbrance in respect of the Subject Property or any part thereof or any development to be made thereat nor hold any negotiation in respect thereof save only to the extent relating to the Owners' Allocation as permitted expressly hereunder.
- 32.1.3. The Owners shall not be entitled to assign this Agreement or any part thereof as from the date hereof.
- 32.1.4. That the Owners shall not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.
- 32.1.5. That the Owners shall not cause any interference or hindrance in the sanction/modification/alteration of Sanction Plans in terms hereof, construction and development at the Subject Property by the Developer and/or Transfer of the Transferable Areas as per the procedure laid down herein and not to do any act deed or thing whereby any right of the Developer hereunder may be affected.
- 32.1.6. For all or any of the purposes contained in this Agreement, the Owners shall render all assistance and co-operation to the Developer and sign execute and submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or

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Page 44 of 66



District Sub Registrar-II Alipore, South 24 Parganas 1 5 MAR 2023

- 34. CALCULATION OF AREAS: All calculations pertaining to super built-up area and other areas shall be done on uniform principles by the Developer/Architect in respect of the Flat/Units and other constructed areas of the New Building (s) and/or project. The Developer in consultation with the Owners shall decide the exact nature of the Common Areas and Installations in the New Building (s) and/or project as per standard calculation and shall be entitled to add or alter the same from time to time as per approved plan and to identify and transfer exclusive areas in the New Building (s) and/or project to the intending buyers and transferees thereof.
- 35. LOANS BY TRANSFEREES: The Transferees of the Developer's Allocation shall be entitled to take housing loans for the purpose of acquiring specific Flats/Units and Transferable Areas launched from banks, institutions and entities granting such loans. The Owners shall render necessary assistance, and agrees to grants necessary NOC/No objection as may be required, and also agrees to permit the Developer and/or its transferees for availing the loan from financial institutions.
- 36. INDEMNITY BY OWNERS: At all times hereafter the Owners hereto shall indemnify and agree to keep the Developer, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising due to any representation of the Owners being found to be false or misleading and/or due to any defect in their title in the Subject Property and also due to act, omission, default, breach, accident, negligence, noncompliance 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 Owners.
- 37. INDEMNITY BY DEVELOPER: At all times hereafter the Developer hereto shall indemnify and agree to keep the Owners, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Owners and arising due to any representation of the Developer 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

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Page 46 of 66



District Sub Registrar-It Alipore, South 24 Parganas 1 5 MAP 2023

- 38. NO PARTNERSHIP OR AOP: The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an Association of Persons.
- 39. 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.
- 40. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written, oral or implied.
- 41. PART UNENFORCEABILITY: Without prejudice to basis of this Agreement and basic agreements between Owners& Developer as brought out in this Agreement, if any provision of this Agreement at any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.
- 42. ORIGINAL DOCUMENTS: All original documents taken by the Developer from the Owners will be handed over to the Owners and a true copy of the same to the Association as mentioned herein above, upon formation thereof. However, the Owners unanimously agrees to produce all such Original Deed and Documents at the request () of such Association or to any members of such association for production of the same

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Page 47 of 66



District Sub Registrar-It Alipore, South 24 Parganas 1 5 MAR 2023 before any statutory authority or court of law as the case may be or agrees to provide a true copy of such documents to such member or association at an actual cost.

- 43. 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 Owners and the Developer.
- 44. EXECUTION/REGISTRATION AND CUSTODY: The cost of execution and registration of this agreement and the Power of Attorney including Registration Cost, Stamp Duty & Advocate fees/charges, shall be borne and paid by the Developer. The Original Development Agreement and the Power of Attorney shall be kept in custody of the Developer and the Owners shall keep a certified copy of the Development Agreement and Power of Attorney thereof.
- 45. NOTICES: Except as otherwise specifically mentioned herein, all notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of dispatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing.
- ARBITRATION: In case there arises any dispute or difference between the parties, the same shall at first be attempted to be reconciled amicably and each party shall provide its best efforts in such amicable reconciliation. In case of failure of amicable settlement all disputes and differences between the parties hereto shall be referred to binding arbitration conducted by a sole arbitrator to be nominated and appointed by the Developer and the Owners jointly and governed by the Arbitration and Conciliation Act, 1996 and any amendment thereto. The venue of arbitration shall be Kolkata. The language of the arbitration proceedings shall be English. Each Party will promptly pay and share equally all arbitration fees and costs and shall be responsible for its respective attorneys' fees. The Owners or the Developer shall not commence legal proceedings or to have any Receiver appointed in the said premises or the said building unless the same is first referred to arbitration and the Arbitrator has given his award. The award shall be binding upon the Parties.

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Page 48 of 66



District Sub Registrar-II Alipore, South 24 Parganas 1 5 MAR 2023 47. JURISDICTION: Only the Courts having territorial jurisdiction over the Subject Property 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 including the arbitration as provided hereinabove. However the parties at first instance shall refer any dispute to Arbitration only.

### THE FIRST SCHEDULE ABOVE REFERRED TO

#### SUBJECT PROPERTY

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ALL THAT THE piece and parcel of Bastu land admeasuring **5.88 Katha** equivalent to **5** (Five) Katha **14** (Fourteen) Chattack **3** (Three) Sq. Ft. be the same a little more or less as per Deed but as per physical measurement **5** (Five) Katha **13** (Thirteen) Chattack **29.814** (Twenty Nine point eight one four) Sq. Ft. be the same a little more or less along with 50 years old G + I storied and/or partly two or partly three storied residential (Strong Block - I storied and/or partly two or partly three storied residential flooring situated and lying at Premises No. **41 Biplabi Dinesh Majumder Sarani**, (formerly known as P-562, Block - N, New Alipore, having postal address 23A/P562 Diamond Harbour Road) Block - N, New Alipore, Kolkata - **700053 under Police Station - New Alipore;** within the jurisdiction of Kolkata Municipal Corporation; Ward No. 081, Assessee **No. 110811400543** delineated in the map or plan annexed hereto and bordered in red colour therein and the said land and building is butted and bounded in the following manner:

On the North	: By 30' Ft wide KMC Road named as Biplabi Dinesh Majumder
	Sarani;
On the South	: By Plot Nos P-547 and P-548.
On the East	: By Premises P-561, Block – N, New Alipore, Kolkata – 700053;
On the West	: By Premises P-563, Block – N, New Alipore, Kolkata – 700053;

OR HOWSOEVER OTHERWISE the same may be butted and bounded known, numbered

()called described and/or distinguished.

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Page 49 of 66



District Sub Registrar-II Alipore, South 24 Parganas 1 5 MAR 2023

# THE SECOND SCHEDULE ABOVE REFERRED TO COMMON AREAS AND INSTALLATIONS

#### Common Areas & Installations at the New Building (s) and/or project:

- The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
- II. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
- III. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
- IV. The durwans& maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
- V. Water pump and motor with installation (if any separately provided for any Building).
- VI. Overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
- VII. Windows/doors/grills and other fittings of the common area of the premises.
- VIII. Electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Unit) and spaces required therefor
  - IX. Such other common parts areas equipment installations fixtures fittings covered and open space in or about the said Premises and/or the building as are necessary for passage to or use and occupancy of the Flats as are necessary.
  - X. Electrical installations and the accessories and wiring's in respect of the New Building (s) and/or project and the space required therefore, if installed.
  - XI. Tube Well, Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Buildings.
- XII. Water waste and sewerage evacuation pipes and drains from the buildings/Subject Property to the municipal duct/drains.
- XIII. Boundary walls of the Subject Property and main gates.

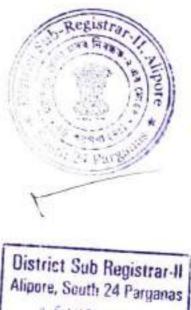
XIV. Transformer if applicable.

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Page 50 of 66

Signature of the Developer



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- XV. Generator its installations and its allied accessories.
- XVI. Lifts and their accessories and spaces required therefore.
- XVII. That the ultimate roof of the Building shall remain common for all the prospective Flat Owners in the said Project after keeping provision of the Common Areas and Installations as the Developer at its discretion, decide.

# THE THIRD SCHEDULE ABOVE REFERRED TO: SPECIFICATIONS

- A. STRUCTURE: The building shall be constructed with RCC framed in accordance with the plan and drawing prepared by the Architects and sanctioned by the appropriate authority.
- B. EXTERNAL FINISH: Blending of water proof acrylic base paint and other decorative finish with cladding.
- C. INTERIOR FINISH: Smooth finish on walls with POP/Putty.
- D. WALL: Clay Brick / Concrete Block / AAC Block.
- E. CORRIDOR / STAIRS: Marble / Vitrified tile flooring.
- F. LIFT LOBBY: Flooring with Marble / Granite, Lift Facia with Granite Tiles.
- G. UNIT FLOORING: Vitrified tiles in living room, dining room, bedroom & balcony, antiskid tiles in toilet and kitchen floors.
- H. KITCHEN: Counter with Granite slab and stainless steel sink; Ceramic tiles on wall 3 ft. above counter.
- TOILETS: Ceramic tiles upto door height, Sanitary Ware of reputed make viz. Hindware / Jaguar.
- J. STAIR / BALCONY RAIL: MS Steel railing with wooden handle.
- K. WINDOWS: Powder coated / anodized aluminum / UPVC window with glazing.
- L. DOORS:

Main Doors: Decorative main door of reputed make with night latch and magic eye, with steel protective frame out side the main doors.

All internal doors: Seasoned hard wood frames with flush core moulded shutters.

M., CP FITTING: Jaguar or Equivalent.

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Page 51 of 66



District Sub Registrar-II Alipore, South 24 Parganas 1 5 MAR 2023

## N. Electrical:

- Concealed copper wiring with semi modular switches.
- Provision for split A/C points in all bedrooms.
- iii. Telephone point in living room.
- Cable TV point in living room and one bedroom.
- v. Internet points in Flat / living room.
- vi. Washing machine point.
- vii. Geyser points in bathrooms
- viii. Exhaust fan points in bathrooms & Kitchen.
- ix. Wall-hung fan points in Master Toilet and Kitchen.
- O. DG Backup: DG backup for lift & common service area; DG backup for bed rooms & living room having limited load (2 KVA) provided payment of consumption charges.
- P. Elevators: Automatic passenger elevator KONE or equivalent.
- Q. Security System: CCTV installation, INTERCOM each flat.

#### THE FOURTH SCHEDULE ABOVE REFERRED TO:

#### COMMON EXPENSES

- Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
- Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the respective buildings of the New Building and decorating and colouring all such parts of the property as usually are or ought to be.
- Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as

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Page 52 of 66



District Sub Registrar-II Alipore, South 24 Parganas 1 5 MAR 2023 necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.

- Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
- Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
- Paying such workers as may be necessary in connection with the upkeep of the New Building.
- 7. Insuring any risks.
- Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the New Building.
- 9. Cleaning as necessary of the areas forming parts of the New Building.
- Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the New Building.
- 11. Maintaining and operating the lifts.
- 12. Providing and arranging for the emptying receptacles for rubbish.
- Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the various buildings of the New Building or any part thereof.
- 14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual Owners of any Unit.
- 15. Generally managing and administering the development and protecting the amenities in the new building and for that purpose employing contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the

Units

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Page 53 of 66



District Sub Registrar-II Alpere, South 24 Parganas 1 5 MAR 2023

- Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
- 17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the New Duilding excepting those which are the responsibility of the occupier of any Unit/Units.
- 18. Insurance of firefighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as may from time to time be considered necessary for the carrying out of the acts and things mentioned in this Schedule.
- Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
- 20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Association it is reasonable to provide.
- 21. In such time to be fixed annually as shall be estimated by the Association (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
- 22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Association for the Owners of the Units and shall only be applied in accordance with the decision of the Association.
- The charges/fees of any professional Company/Agency appointed to carry out maintenance and supervision of the New Building.

## THE FIFTH SCHEDULE ABOVE REFERRED TO: EXTRAS & DEPOSITS:

### EXTRAS shall include:

A. Any type of taxes like GST, service tax, VAT, tax, local taxes and any other statutory levy or tax etc., payable to any government authority or local body (without however affecting 0 the provisions in respect thereof under the operative part of the agreement above).

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Page 54 of 66



District Sub Registrar-II Alipore, South 24 Parganas 1 5 MA+ 2023 B. Security or any other deposit (including minimum deposits or any deposit by any name called) and all amounts or increases thereof payable to the electricity service provider for electricity related to Owners allocation.

# THE SIXTH SCHEDULE ABOVE REFERRED TO: CHAIN OF TITLE

The facts about the Owners deriving title to the said Property is as follows:-

- Re. Land measuring 5 (Five) Katha 14 (Fourteen) Chattack 3 (Three) Sq. Ft. be the same a little more or less as per deed but as per physical measurement 5 (Five) Katha 13 (Thirteen) Chattack 29.814 (Twenty Nine point eight one four) Sq. Ft. be the same a little more or less; situated and lying at Premises No. 41 Biplabi Dinesh Majumder Sarani, Kolkata - 700053, formerly known as P-562, Block – N, New Alipore, Kolkata - under Police Station – New Alipore; within the jurisdiction of Kolkata Municipal Corporation; Ward No. 81,;
- W H E R E A S by a registered Deed of Conveyance dated the 5<sup>th</sup> day of December, a. 1958 made between Nripabala Basu wife of Nirod Kumar Basu, therein referred to as the Vendor of the First Part and Nirod Kumar Basuand Nripabala Basu, therein referred to as the Confirming Party of the Second Part and Sri Dulal Gopal Mukerjee, son of Nanda Gopal Mukerjee, therein referred to as the Purchaser of the Third Part, registered at the office of the Sub Registrar Alipore Sadar, and recorded in Book No. I, Volume No.167, Pages 241 to 245, Being No. 10030 for the year 1958, the said Nripabala Basu the Vendor therein for the consideration therein mentioned granted, transferred, sold, and conveyed, assigned, and assured to the said Sri Dulal Gopal Mukerjee free from all encumbrances ALL THAT the piece and parcel of revenue free land measuring 5.88 Katha, equivalent to 5 (Five) Katha, 14 (Fourteen) Chattack, 3 (Three) Sq. Ft. be the same a little more or less situate and lying at being Plot No. 562, of Block N, of the Hindusthan Co-operative Insurance Society's Development Scheme No. XV, lying within the Port Commissioner's Surplus land lying between Diamond Harbour Road and Tolly Nullah and carved out of the original No. 23A, Diamond Harbour Road, within P.S. Alipore, District 24 Parganas,

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Page 55 of 66



District Sub Registrar-II Alipore, South 24 M regionas 1 5 MAH 2023 within the municipal limits of the Corporation of Calcutta more fully described in the Schedule there under written delineated in the map or plan annexed thereto and coloured in RED border therein and for the sake and brevity hereinafter referred to as the "said Premises".

b. AND WHEREAS by virtue of aforesaid purchases the said Shri Dulal Gopal Mukerjee thus became the absolute owner and occupier of ALL THAT the piece and parcel of revenue free land measuring 5.88 Katha, equivalent to 5 (Five) Katha, 14 (Fourteen) Chattack, 3 (Three) Sq. Ft. be the same a little more or less situate and lying at being Plot No. 562, of Block N, of the Hindusthan Co-operative Insurance Society's Development Scheme No. XV, lying within the Port Commissioner's Surplus land lying between Diamond Harbour Road and Tolly Nullah and carved out of the original No. 23A, Diamond Harbour Road, within P.S. Alipore, District 24 Parganas, within the municipal limits of the Corporation of Calcutta now South 24 Parganas, and while seized and possessed of the said property as aforesaid the said Dulai Gopal Mukeriee alias Mukheriee mutated and recorded his name in the records of Calcutta Municipal Corporation and the said 5.88 Katha, equivalent to 5 (Five) Katha, 14 (Fourteen) Chattack, 3 (Three) Sq. Ft. land situate and lying at being Plot No. 562, of Block N, of the Hindusthan Co-operative Insurance Society's Development Scheme No. XV, lying within the Port Commissioner's Surplus land lying between Diamond Harbour Road and Tolly Nullah and carved out of the original No. 23A, Diamond Harbour Road, within P.S. Alipore, District 24 Parganas numbered as 41, Biplabi Dinesh Majumder Sarani, bearing Assessee No. 11-081-14-0054-3 under Municipal Ward No. 081 and enjoying the same by paying taxes to the Government.

c. AND WHEREAS the said Dulal Gopal Mukerjee constructed a partly three storied pucca residential building upon a piece and parcel of 2229.985 Sq. Ft land out the said 5.88 Katha, equivalent to 5 (Five) Katha, 14 (Fourteen) Chattack, 3 (Three) Sq. Ft. land as per deed but as per physical measurement 5 (Five) Katha 13 (Thirteen) Chitack 29.814 (Twenty Nine point eight one four) Sq. Ft. be the same a little more or less and left with 1984.829 Sq. Ft. land vacant thereat respectively comprising in Premises No. 41, Biplabi Dinesh Majumder Sarani, Kolkata – 700 053, bearing postal address 23A/P562 Diamond Harbour

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Page 56 of 66



District Sub Registrar-II Alipore, South 24 Parganas 1 5 MAR 2023 **Road, Kolkata 700053,** formerly Plot No. 562, of Block N, of the Hindusthan Cooperative Insurance Society's Development Scheme No. XV, lying within the Port Commissioner's Surplus land lying between Diamond Harbour Road and Tolly Nullah and carved out of the original No. 23A, Diamond Harbour Road, within P.S. Alipore, District 24 Parganas, within the municipal limits of the Corporation of Calcutta now South 24 Parganas, after getting valid sanction from the then Calcutta Municipal Corporation, and for the sake of brevity the said land and building hereinafter referred to as the "**subject Property**".

- d. AND WHEREAS the said Dulal Gopal Mukerjee died testate on 05/06/1993 leaving and surviving his wife SMT. SARBANI MUKERJEE, Three Sons DILIP KUMAR MUKERJEE, DEBASIS MUKERJEE and DEBJYOTI MUKERJEE and only married daughter SMT. SHANTI BANERJEE as his legal heirs and successors and no other else.
- e. AND WHEREAS before his death the said Dulal Gopal Mukerjee made and published his last will dated 13/05/1989 whereby he bequeathed the subject property in favour of his aforesaid three sons DILIP KUMAR MUKERJEE, DEBASIS MUKERJEE and DEBJYOTI MUKERJEE in the manner more fully and particularly mentioned and described in the said will after creating a life interest of his wife SMT.SARBANI MUKERJEE in the subject property being the sole executrix of the said will. In the aforesaid Will the said Dulal Gopal Mukerjee however create such other accommodation for his daughter Smt. Shanti Banerjee without bestowing her any right title and interest in the subject property.
- f. The aforesaid Will has been duly probated before the Hon'ble High Court at Calcutta and Probate has been granted on 22/09/1994 by the Hon'ble High Court Calcutta in Probate Case No. 147 of 1994.
- g. AND WHEREAS the said Sarbani Mukerjee who during her lifetime and at the time of her death was a Hindu died intestate on 13/12/2014 and before her death duly administered the will of said Dulal Gopal Mukerjee in terms of Probate dated 22/09/1994 passed by the Hon'ble High Court Calcutta in Probate Case No. 147 of 1994.
- h. AND WHEREAS by virtue of aforesaid will and probate the said DILIP KUMAR MUKERJEE, DEBASIS MUKERJEE and DEBJYOTI MUKERJEE jointly become the

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Page 57 of 66



## District Sub Registrar-II Alipore, South 24 Parganas 1 5 MA 2023

absolute Owners of ALL THAT the piece and parcel of 5.88 Katha, equivalent to 5 (Five) Katha, 14 (Fourteen) Chattack, 3 (Three) Sq. Ft. land as per deed but as per physical measurement 5 (Five) Katha 13 (Thirteen) Chattack 29.814 (Twenty Nine point eight one four) Sq. Ft. be the same a little more or less comprising in Premises No. 41, Biplabi Dinesh Majumder Sarani, Calcutta - 700 053, bearing postal address 23A/P562 Diamond Harbour Road, Kolkata 700053, formerly Plot No. 562, of Block N, of the Hindusthan Co-operative Insurance Society's Development Scheme No. XV, lying within the Port Commissioner's Surplus land lying between Diamond Harbour Road and Tolly Nullah and carved out of the original No. 23A, Diamond Harbour Road, within P.S. Alipore, District 24 Parganas, within the municipal limits of the Corporation of Calcutta now South 24 Parganas, under Police Station - New Alipore within the jurisdiction of Kolkata Municipal Corporation; Ward No. 081, and mutated and recorded his name in the records of Calcutta Municipal Corporation under Assessee No. 110811400543 more fully and particularly mentioned and described in the First Schedule hereunder written and for the sake of brevity hereinafter referred to as the "subject property".

- i. . AND WHEREAS by the aforesaid Will of said Dulal Gopal Mukerjee bequeath and devise the existing permanent structure permanent structure floor wise as an apartment in favour of his respective son and also bequeath and devise the vacant land within the subject property in favour of his younger son Deblyoti Mukerjee. That in terms of the aforesaid will the youngest son Shri Debjyoti Mukherjee become entitled to entire ground floor together with the mezzanine floor and garage on the east side together with common right in the staircase portion together with the existing vacant land at the back side within the subject property. That the said Debashis Mukeriee become entitled to First Floor of the existing permanent structure together with common right in the staircase portion. That the said Dilip Mukerjee become entitled to Second Floor of the existing permanent structure together with common right in the staircase portion more fully mentioned and described in the said will.
- AND WHEREAS by virtue of aforesaid will and probate Shri Debjyoti Mukherjee j. become the owner of entire ground floor of the existing structure together with the mezzanine floor and garage on the east side together with common right in the

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Page 58 of 66



1 0 MAR 2023

staircase portion i.e. 1/3rd undivided owner of the land within the building property plus the absolute owner of the existing vacant land at the back side within the subject property and thereby getting entitled to undivided 64.728% share or interest in the subject property and the said Debashis Mukerjee being the 1/3rd undivided owner of the land within the building property become entitled to undivided 17.636% share or interest in the subject property and the said Dilip Mukerjee being the 1/3rd undivided owner of the land within the building property become entitled to undivided 17.636% share or interest in the subject property.

- k. AND WHEREAS it has been agreed between the Owners and Developer that after development Identified Flats/Units containing 50% (Fifty) percent of the total constructed area of all the Units in the New Building (s) and/or project being the First Floor and Second Floor together with undivided proportionate impartible share of land attributable thereto together with the proportionate undivided impartible share in the Common Areas and Installations together with 50% (Fifty percent) of the total Parking Spaces in the Ground Floor of New Building shall belong exclusively and absolutely to the Owners and Identified Units containing 50% (Fifty percent) of the total constructed area of all the Units in the New Building (s) and/or project being the Third Floor and Fourth Floor together with undivided proportionate impartible share of land attributable thereto together with the proportionate undivided impartible share in the Common Areas and Installations together with 50% (Fifty percent) of the total Parking Spaces in the Ground Floor of New Building shall belong exclusively and absolutely to the Developer. It is also agreed that the Owners are also entitled to a sum of Rs.70,00,000/-(Rupees Seventy Lacs only) as nonadjustable advance from the Developer as stated hereinabove.
- AND WHEREAS the said Debiyoti Mukerjee having undivided 64.728% share or ١. interest in the subject property and the said Debashis Mukerjee and the said Dilip Mukerjee each having undivided 17.636% share or interest each in the subject property discussed and amicably settled between themselves that being the major shareholder in the subject property having undivided 64.728% share or interest in the subject property the said Debjyoti Mukerjee shall be entitled to the all Flats/Apartments on the Second Floor of the proposed multi-storeyed building together with the undivided

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Signature of the Developer

Page 59 of 66



District Sub Registrar-II Alipore, South 24 Parganas 1 5 MAP 2023 proportionate impartible share in the land together with undivided proportionate impartible share in the common areas and installations and 50% of the car parking space out of the owners allocations in the development agreement and shall also be entitled to the entire non-adjustable advance amount of Rs.70,00,000/- (Rupees Seventy Lacs only). That in lieu of aforesaid understanding the said Debasis Mukerjee and the said Dilip Mukerjee, each having undivided 17.636% share or interest in the subject property shall become entitled to one self-contained Flat each on the First Floor of the proposed multi-storeyed building together with the undivided proportionate impartible share in the land together with undivided proportionate impartible share in the land together with undivided proportionate impartible share in the development agreement and shall not become entitled to any portion of Non-adjustable advance under the development agreement.

AND WHEREAS based upon the aforesaid amicable understanding between m. the Owners, the said Owners DILIP KUMAR MUKERJEE, DEBASIS MUKERJEE and DEBJYOTI MUKERJEE intends and decided to promote /develop / construct a multistoried building in the said piece and parcel of 5.88 Katha, equivalent to 5 (Five) Katha, 14 (Fourteen) Chattack, 3 (Three) Sq. Ft. land as per deed but as per physical measurement 5 (Five) Katha 13 (Thirteen) Chattack 29.814 (Twenty Nine point eight one four) Sq. Ft. be the same a little more or less comprising in Premises No. 41, Biplabi Dinesh Majumder Sarani, Calcutta - 700 053, bearing postal address 23A/P562 Diamond Harbour Road, Kolkata 700053, formerly Plot No. 562, of Block N, of the Hindusthan Co-operative Insurance Society's Development Scheme No. XV, lying within the Port Commissioner's Surplus land lying between Diamond Harbour Road and Tolly Nullah and carved out of the original No. 23A, Diamond Harbour Road, within P.S. Alipore, District 24 Parganas, within the municipal limits of the Corporation of Calcutta now South 24 Parganas, under Police Station - New Alipore within the jurisdiction of Kolkata Municipal Corporation; Ward No. 081, Assessee No. 110811400543, more fully and particularly mentioned and described in the First Schedule hereunder written and for the sake of brevity hereinafter referred to as the "subject property".

Debon Muhajee Deby get Mukere

ASR PROJECTS AND VENTURES LLP Authorised Signatory

Signature of the Developer

Page 60 of 66



District Sub Registrar-III Alipore, South 24 Pargenas 1 5 MAP 2023

## THE SEVENTH SCHEDULE ABOVE REFERRED TO DETAILS OF OWNERS' AND DEVELOPER'S ALLOCATION

It is agreed by and between the Owners and the Developer hereto that in the said New Building and/or project, the Owners shall be entitled to and shall be allocated the Owners' Allocation and Developer shall be entitled to and shall be allocated the Developer's Allocation respectively as follows:

I. Owners' Allocation: Identified Flats/Units containing 50% (Fifty) percent of the total constructed area of all the Units in the New Building (s) and/or project being the First Floor and Second Floor together with proportionate impartible share of land attributable thereto together with the undivided proportionate undivided impartible share in the Common Areas and Installations together with 50% (Fifty percent) of the total Parking Spaces in the Ground Floor of New Building shall belong exclusively and absolutely to the Owners. The car parking spaces (4 Nos) belonging to the Owners will be provided as follows: three parking spaces in the first row in the front entrance side of the premises, one each for the three owners; Dilip Kumar Mukerjee, Debasis Mukerjee and Debjyoti Mukerjee, immediately adjacent to the 30 ft. wide road on the northern side and one parking space in the back side for Owner Debjyoti Mukerjee. These are earmarked in the drawings of the ground floor layout.

However, in order to diminish any controversy between the Owners and Developer including the respective Owners between themselves in future the respective Owners hereby identified their entitlements/allocations in the proposed new building and/or project in the manner stated as follows : -

SL no.	Allocation	Floor	Side (Flat)	Car parking Space on Ground Floor	Share in the Common Parts and Installations	Share in the Land	Allotted in favour
1.	One Flat	Ist	Southern (Flat B)	One in front entrance side (northern) Unspecified	Undivided proportionate	Undivided proportionate	Owners
2.	One Flat	1st	Northern (Flat A)	One in front entrance side	Undivided proportionate	Undivided proportionate	Owners

Signed re of the Owners

Signature of the Developer



District Sub Registrar-II Alipore, South 24 Parganas 1 5 MAR 2023

				(northern) Unspecified			
3.	One Flat	2 <sup>ad</sup>	Southern (Flat B)	One in front entrance side (northern) Unspecified	Undivided proportionate	Undivided proportionate	Owners
4.	One Flat	2nd	Northern (Flat A)	One in the back side (southern) Unspecified	Undivided proportionate	Undivided proportionate	Owners

- Car parking spaces pertaining to Owners earmarked in ground floor layout plan attached herewith and bordered in Green Colour;
- II. Developer's Allocation : Identified Units containing 50% (Fifty percent) of the total constructed area of all the Units in the New Building (s) and/or project being the Third Floor and Fourth Floor together with undivided proportionate impartible share of land attributable thereto together with the proportionate undivided impartible share in the Common Areas and Installations together with 50% (Fifty percent) of the total Parking Spaces in the Ground Floor of New Building shall belong exclusively and absolutely to the Developer. The Car Parking Space are earmarked in the drawings of the ground floor layout plan.

However, in order to diminish any controversy between the Owners and Developer the Developer hereby identified their entitlements/allocations in the proposed new building and/or project in the manner stated as follows : -

SI. no.	Allocation	Floor	Side (Flat)	Car parking Space on Ground Floor	Share in the Common Parts and Installations	Share in the Land	Allotted in favour
1.	One Flat	34	Southern (Flat B)	One Unspecified	Undivided proportionate	Undivided proportionate	Developer
2.	One Flat	314	Northern (Flat A)	One Unspecified	Undivided proportionate	Undivided proportionate	Developer
з.	One Flat	418	Southern (Flat B)	One Unspecified	Undivided proportionate	Undivided proportionate	Developer

Dabaris Muhajee

ASR PROJECTS AND VENTURES LLP Authorised Signatory

Signature of the Developer

Page 62 of 66



District Sub Registrar-It Alipore, South 24 Parganas 1 5 MAR 2023

4.	One Flat	41	Northern	One	Undivided	Undivided	Developer
			(Flat A)	Unspecified	proportionate	proportionate	
		-	The second second				

- Car parking spaces pertaining to the Developer earmarked in ground floor layout plan attached herewith and bordered in Blue Colour.
- III. Apart from respective allocations of respective parties as stated above the Owners agree that the Developer shall be entitled to the full exploitation of the entire F.A.R. (Floor Area Ratio) including any additional F.A.R. that may become available on the subject property and/or any additional F.A.R. that may be sanctioned and permitted by the sanctioning Authorities at the subject property at any later stage. In case the statutory authorities permitting any additional sanction in the subject property for construction of any additional floor upon the ultimate roof (over the G+IV storied building) at any later stage comprising a self-contained Flat of 1305 Sq. Ft. Super Built Up and Open Terrace of 1033 Sq. Ft., the Owners hereby irrevocably permit and authorize the Developer herein to avail such additional sanction and to carry out the required construction. The costs and expenses in respect of sanction and approvals for such additional area and for construction of such additional area bearing selfcontained Flats/Apartments upon the ultimate roof over the G+IV storied building shall be borne and paid by the Developer and such additional area bearing such numbers of self-contained Flats/Apartments as sanctioned together the open terrace attached thereto shall be sold jointly by Developer and the Owners (after making the owners a confirming party to the Deed of Conveyance) along with the undivided proportionate share in the Land together with undivided proportionate share in the common parts and portion with all facilities attached therewith together with a car parking space as available to any prospective buyer nominated by the Developer and the Net Sale Profit as defined in the definition Clause nos. 1.1.21 and 14.1 of this agreement i.e. [{total sale proceeds - (fixed charges incurred for additional sanction i.e. Rs.10,00,000/- (Rupees Ten Lacs) + construction cost @ Rs.3000/- per Sg. Ft. for fiat area and @ Rs.900/- per Sq. Ft. for open terrace respectively applicable upon the total Super Built Up area of such Flat/Flats and upon the area of open terrace thereto attached + construction cost of parking space + 2% brokerage for further sale

Debein Muhajee Signature of the

ASR PROJECTS AND VENTURES LLP Authorised Signatory

Signature of the Developer

Page 63 of 66



District Sub Registrar-II Alipore, Seuth 24 Parganas 1 5 MAR 2023 provided if it is applicable)} shall be adjusted from the total sale proceeds] arising out of sale of such additional space shall be shared between the Owners and Developer in 50:50 ratio. The selling price for car parking space (which is settled to be not less than Rs.8,00,000/- only) will also be added into the sale proceeds, besides selling price of flat area and open terrace pertaining to additional floor, while computing the Total Sales Proceeds.

## THE EIGHTH SCHEDULE ABOVE REFERRED TO: COPY OF DOCUMENTS SUPPLIED BY OWNERS TO DEVELOPER

- Deed of Conveyance dated the 5<sup>th</sup> day of December, 1958 made between Nripabala Basu wife of Nirod Kumar Basu, therein referred to as the Vendor of the First Part and Nirod Kumar Basu and Nripabala Basu, therein referred to as the Confirming Party of the Second Part and Sri Dulal Gopal Mukerjee, son of Nanda Gopal Mukerjee, therein referred to as the Purchaser of the Third Part, registered at the office of the Sub Registrar Alipore Sadar, and recorded in Book No. I, Volume No.167, Pages 241 to 245, Being No. 10030 for the year 1958.
- 2. Sanctioned Building Plan of the Subject Property.
- Death Certificate of Dulal Gopal Mukerjee.
- 4. Will of Dulal Gopal Mukerjee.
- Probate dated 22/09/1994 granted by the Hon'ble High Court Calcutta in Probate Case No. 147 of 1994.
- 6. Death Certificate of Sarbani Mukerjee.
- 7. Mutation Certificate in the name of present Owners.
- 8. Updated Tax Bill.
- 9. Latest Electricity Bill.

The Colour Passport Photographs, finger print of the parties and Site Plans hereto are attached which shall always be treated as part and parcel of the Deed.

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Signature of the Owners

AS PROJECTS AND VENTURES LLP boato uthorised Si

Signature of the Developer

Page 64 of 66



District Sub Registrar-II Alipore, South 24 Parganas 1 5 MAR 2023 **IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals the day, month and year first above written.

#### SIGNED SEALED AND DELIVERED

By the OWNERS at Kolkata

In the presence of: -

Abhyst Chakrabo 5. Kelkata Joon 26

DILIP KUMAR MUKERJEE

Debain Muhajee DEBASIS MUKERJEE DEBJYOTI MUKERJEE

Signatures of the Owners

## SIGNED SEALED AND DELIVERED

By the DEVELOPER at Kolkata

In the presence of: AULL DIT: SID ACHIMTYA DUTTA 33/68 MAZIRLAME KHIDDER POUL ICOLICATA 700023.

Drafted by

Nel Kumare Grupta

**High Court Calcutta** 

WBR 054/95

AS& PROJECTS AND VENTURES LLP Authorised Signatory

AMITAVA SINGHA ROY

Signature of the Developer

Signature of the Owners

Page 65 of 66



District Sub Registrar-II Alipore, South 24 Parganas 1 5 MAP 2023

### MONEY RECEIPT AND MEMO OF CONSIDERATION

R E C E I V E D of and from the within-named Developer the within-mentioned sum of Rs.15,00,000/- (Rupees Fifteen Lacs only) by NEFT/RTGS payable by the Developer to the Owners in terms of the agreement as per Memo below:-

### MEMO OF CONSIDERATION

Date	NEFT/RTGS Nos.	Bank/Branch	Amount Paid	In Favour of
15/03/2023	10BAR 520230		Rs.14,85,000/-	Debjyoti Mukerjee
Т	DS as per Incom	e Tax Act 1951	Rs.15,000/-	Debjyoti Mukerjee
GRAND TOTAL			Rs.15,00,000/-	

We say received the aforesaid amount of **Rs.15,00,000/- (Rupees Fifteen Lacs) Only** through the aforesaid NEFT/RTGS and acknowledge to have been received in presence of the following witness.

WITNESS

1) Athyat Chalmabel - Deliget

2) Alue Ditte

WE CONFIRM Debain Muhujee

DILIP KUMAR MUKERJEE DEBASIS MUKERJEE SIGNATURES OF THE OWNERS

Signature of the Owners

Signature of the Developer

Page 66 of 66



District Sub Registrar-II Alipore, South 24 Parganas 1 5 MAR 2023

# ADDITIONAL SHEET FOR TEN FINGER PRINTS OF EXECUTANTS & CLAIMANTS



_	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb Finger
LEFT	0	0			
1	Thumb Finger	Fore Finger	Middle Finger	Ring Finger	Little Finger
RIGHT			0	0	0

Signature (D.K. MUKERTLE)



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb Finger
LEFT	0			0	
-	Thumb Finger	Fore Finger	Middle Finger	Ring Finger	Little Finger
R I G H T		0	0	0	0

Signature. Debein Muhaja (DEBASIS MUKCRIEE)



Signature Debiger Mukuya (BEB SYOTI MUKERJEB)



## ADDITIONAL SHEET FOR TEN FINGER PRINTS OF EXECUTANTS & CLAIMANTS



	Little Finger	Ring Einger	Middle Finger	Fore Finger	Thumb Finger
LEFT		$\bigcirc$	0		
<u> </u>	Thumb Finger	Fore Finger	Middle Pinger	Ring Finger	Little Finger
R I G H T					0

Signature..... .....

		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb Finger
рното	L E F T					
		Thumb Finger	Fore Finger	Middle Finger	Ring Finger	Little Finger
	R I G H T		<i>e</i> .			

## Signature.....

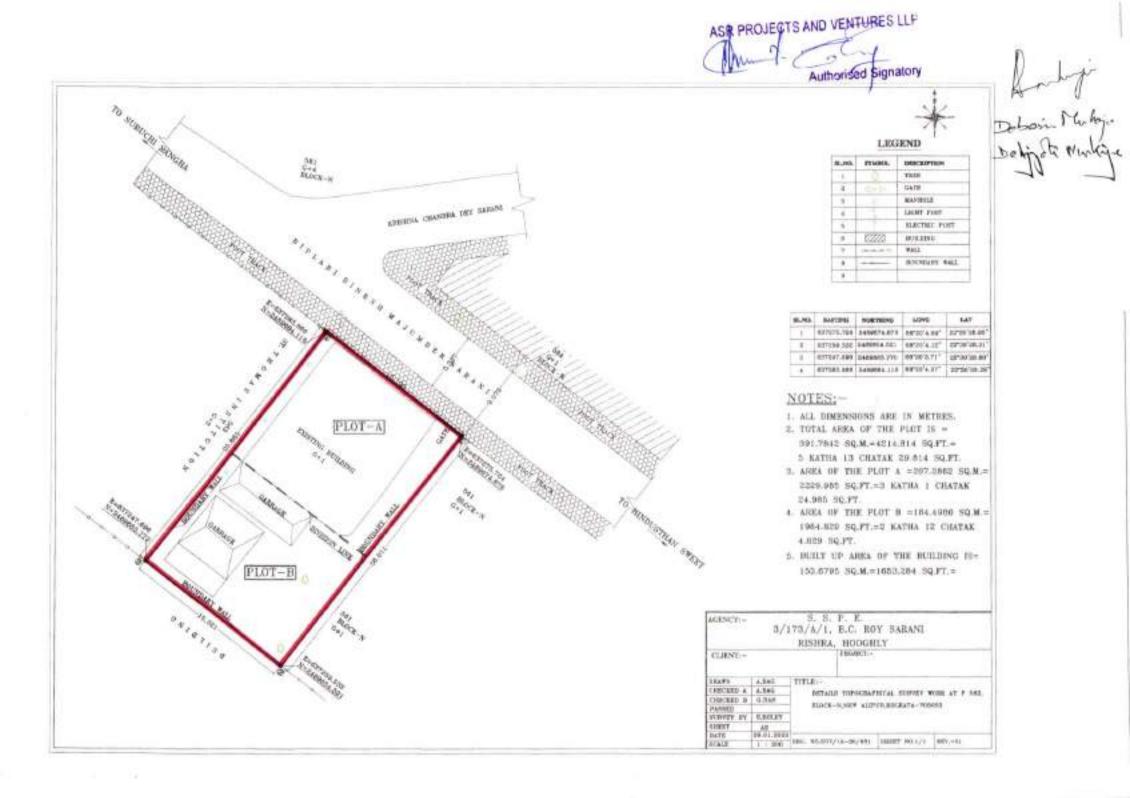
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_	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb Finger
LEFT					
	Thumb Finger	Fore Finger	Middle Finger	Ring Finger	Little Finger
RIGHT					

Signature.....

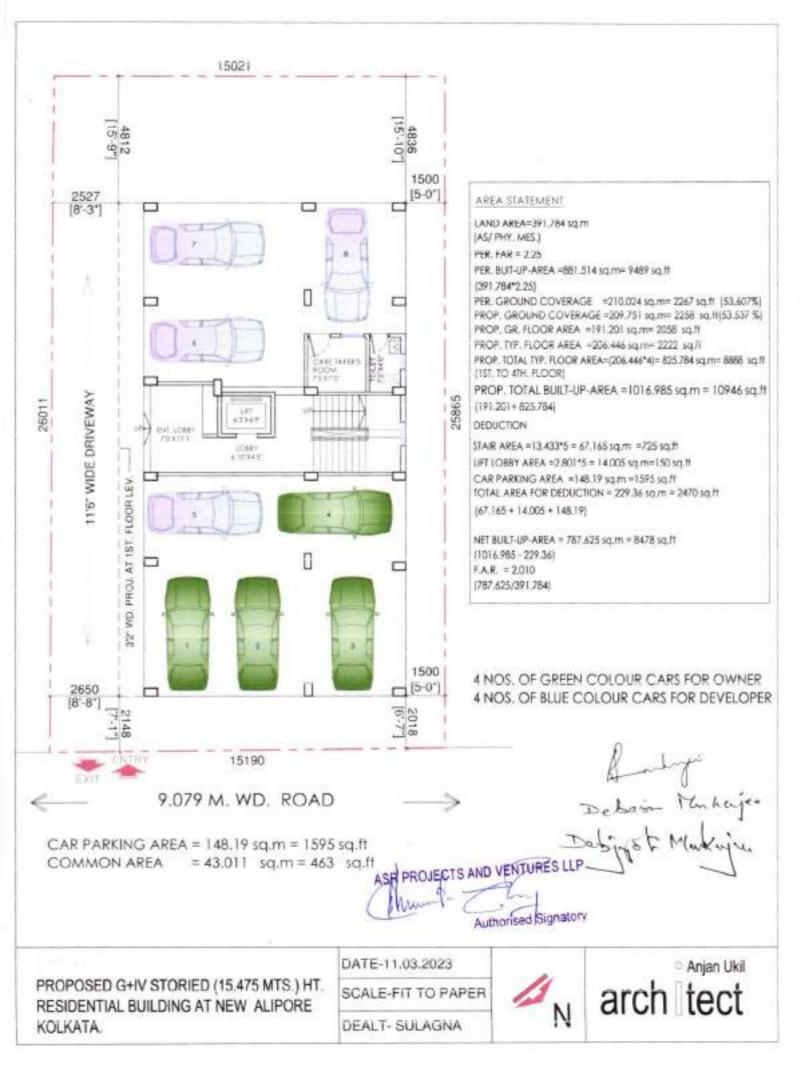


District Sub Registrar-H Alipore, South 24 Parganas 1 5 MAP 2023





District Sub Registrar-IL Alipore, South 24 Parganas 1 5 MAP 2023





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District Sub Registrar-II Alipore, South 24 Parganas 1 5 MAR 2023



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



#### **GRN** Details

GRN:	192022230332263738	Payment Mode:
GRN Date:	14/03/2023 18:31:09	Bank/Gateway:
BRN :	5817585362825	BRN Date:
Gateway Ref ID:	<b>IGAPHBKER0</b>	Method:
<b>GRIPS</b> Payment ID:	140320232033226372	Payment Init. Da
Payment Status:	Successful	Payment Ref. No

eway: e: Init. Date: Ref. No:

SBI Epay SBIePay Payment Gateway 14/03/2023 18:32:11 State Bank of India NB 14/03/2023 18:31:09 2000638824/2/2023 [Query No/\*/Query Year]

#### **Depositor Details**

Depositor's Name:	ASR PROJECTS AND VENTURES LLP
Address:	2C, MAHENDRA ROAD, KOLKATA BHOWANIPORE, West Bengal, 700025
Mobile:	9830012537
EMail:	accounts@ashrayproperties.com
Contact No:	8584956007
Depositor Status:	Buyer/Claimants
Query No:	2000638824
Applicant's Name:	Mr RAJKUMAR GUPTA
Identification No:	2000638824/2/2023
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	14/03/2023
Period To (dd/mm/yyyy):	14/03/2023

### **Payment Details**

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000638824/2/2023	Property Registration-Stamp duty	0030-02-103-003-02	70021
2	2000638824/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	15021
			Total	85042

### IN WORDS:

### EIGHTY FIVE THOUSAND FORTY TWO ONLY.





## Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



# 140320232033226372

### **GRIPS** Payment Detail

<b>GRIPS</b> Payment ID:	1403202320332263	72 Payment Init. Date:	14/03/2023 18:31:09
Total Amount:	85042	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	5817585362825	BRN Date:	14/03/2023 18:32:11
Payment Status:	Successful	Payment Init. From:	GRIPS Portal
Depositor Details			The state of the second se
Depositor's Name: Mobile:	ASR PROJECT 9830012537	'S AND VENTURES LLP	
Payment(GRN) Detai	ls and a state of the		
SI. No. GR	N	Department	Amount (₹)
1 192022230	332263738 Di	rectorate of Registration & Stamp Rev	enue 85042
		Total	85042

## IN WORDS: EIGHTY FIVE THOUSAND FORTY TWO ONLY.

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





#### Major Information of the Deed

Deed No :	1-1602-03297/2023	Date of Registration	15/03/2023		
Query No / Year	1602-2000638824/2023	Office where deed is registered			
Query Date	10/03/2023 5:01:08 PM	D.S.RI I SOUTH 24-PARGANAS, District: Sou 24-Parganas			
Applicant Name, Address & Other Details	RAJKUMAR GUPTA 12/1, PANCHANAN CHATTERJI P.O- KHUROOT, HOWRAH, Tha 711101, Mobile No. : 6291409900	na : Howrah, District : Howrah,	WEST BENGAL, PIN -		
Transaction		Additional Transaction	10 10 10 10 10 10 10 10 10 10 10 10 10 1		
[0110] Sale, Development / agreement	Agreement or Construction	[4308] Other than Immo [No of Agreement : 2], [4 Immovable Property, Re			
Set Forth value	A. H.	Market Value			
Rs. 2/-		Rs. 3,25,97,691/-			
Stampduty Paid(SD)	2日、20日、日、20日、20日、	Registration Fee Paid			
Rs. 75,021/- (Article:48(g))		Rs. 15,053/- (Article:E, E, B)			
Remarks	Received Rs. 50/- ( FIFTY only area)	) from the applicant for issuing	the assement slip.(Urban		

## Land Details :

District: South 24-Parganas, P.S:- New Alipore, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Biplabi Dinesh Mazumdar Sarani, , Premises No: 41, , Ward No: 081 Pin Code : 700053

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	- Contraction of the second second	Market Value (in Rs.)	Other Details
L1	(RS :- )		Bastu		5 Katha 14 Chatak 3 Sq Ft	1/-	3,18,44,543/-	Property is on Road
	Grand	Total :			9.7006Dec	1/-	318,44,543 /-	

## Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details		
S1	On Land L1	1653.28 Sq Ft.	1/-	7,53,148/-	Structure Type: Structure		
	Floor No: 1, Area of floor : 750 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type Pucca, Extent of Completion: Complete						
				Cemented Floor,	Age of Structure: 50 Years, Roof Type		
	Pucca, Extent of Floor No: 2, Area	Completion: Comple	ete q Ft.,Residential U		Age of Structure: 50 Years, Roof Type loor, Age of Structure: 50 Years, Roof		

SINO	Name,Address,Photo,Finger p	rint and Signal	ure	AL THUNK YEAR STOR			
1	Name	Photo	Finger Print	Signature			
	Mr DILIP KUMAR MUKERJEE Son of Late DULAL GOPAL MUKERJEE Executed by: Self, Date of Execution: 15/03/2023 , Admitted by: Self, Date of Admission: 15/03/2023 ,Place : Office			Luly			
		15/03/2023	LTI 15/03/25/23	15/03/2025			
	Maharashtra, India, PIN:- 41	1006 Sex: Ma x6R, Aadhaar 3/2023 Admission: 15,	le, By Caste: Hindu, No: 73xxxxxxxx921 /03/2023 ,Place : 0	, P.S:-YERWADA, District:-Pune, Occupation: Retired Person, Citizen 5, Status :Individual, Executed by: ffice			
2	Name	Photo	Finger Print	Signature			
	Shri DEBASIS MUKERJEE Son of Late DULAL GOPAL MUKERJEE Executed by: Self, Date of Execution: 15/03/2023 , Admitted by: Self, Date of Admission: 15/03/2023 ,Place : Office			Dan nage			
		15/03/2023	LTI 15/03/2023	15/03/2023			
	JAI SHREE GREEN CITY, Block/Sector: E, 6D, City:- , P.O:- DORANDA, P.S:-ARGORA, District:- Ranchi, Jharkhand, India, PIN:- 834002 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ACxxxxx8F, Aadhaar No: 79xxxxxx8076, Status :Individual, Executed by: Self, Date of Execution: 15/03/2023 , Admitted by: Self, Date of Admission: 15/03/2023 ,Place : Office						
3	Name	Photo	Finger Print	Signature			
	Shri DEBJYOTI MUKERJEE Son of Late DULAL GOPAL MUKERJEE Executed by: Self, Date of Execution: 15/03/2023 , Admitted by: Self, Date of Admission: 15/03/2023 ,Place : Office			D. vigere mining			
		15/03/2023	LTI 15/03/2023	15/03/2023			
	15/03/2023 LTI 15/03/2023						

### **Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	ASR PROJECTS AND VENTURES LLP 2C, Mahendra Road, City:-, P.O:- BHAWANIPORE, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal India, PIN:- 700025, PAN No.:: ABxxxxxx2L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

### **Representative Details :**

Name	Photo	Finger Print	Signature
Mr AMITAVA SINGHA ROY (Presentant) Son of Mr BINOY KUMAR SINGHA ROY Date of Execution - 15/03/2023, Admitted by: Self, Date of Admission: 15/03/2023, Place of Admission of Execution: Office			A_1 = 5
	Mar 15 2023 11:33AM	L'TI 15/03/2023	15/03/2023
Parganas, West Bengal, India	, PIN:- 700034, S Txxxxx4K, Aad	Sex: Male, By Caste haar No: 49xxxxxx	ALA, P.S:-Behala, District:-South 2 a: Hindu, Occupation: Business, xx4063 Status : Representative, as Authorised Signatory)

Name	Photo	Finger Print	Signature
Mr ALOKE DUTTA Son of Mr ACHINTYA DATTA 33/6E, Nazir Lane, City:-, P.O:- KIDDERPORE, P.S:-Wattgunge, District:- South 24-Parganas, West Bengal, India, PIN:- 700023			we - at
	15/03/2023	15/03/2023	15/03/2023

Trans	Transfer of property for L1				
SI.No	From	To. with area (Name-Area)			
1	Mr DILIP KUMAR MUKERJEE	ASR PROJECTS AND VENTURES LLP-3.23354 Dec			
2	Shri DEBASIS MUKERJEE	ASR PROJECTS AND VENTURES LLP-3.23354 Dec			
3	Shri DEBJYOTI MUKERJEE	ASR PROJECTS AND VENTURES LLP-3.23354 Dec			
Trans	fer of property for S	「「「「「「「「「」」」「「「「」」」「「」」「「」」「「」」「「」」」「「」」」「「」」」」			
SI.No	From	To. with area (Name-Area)			
1	Mr DILIP KUMAR MUKERJEE	ASR PROJECTS AND VENTURES LLP-551.09466700 Sq Ft			
2	Shri DEBASIS MUKERJEE	ASR PROJECTS AND VENTURES LLP-551.09466700 Sq Ft			
3	Shri DEBJYOTI MUKERJEE	ASR PROJECTS AND VENTURES LLP-551.09466700 Sq Ft			

#### Endorsement For Deed Number : I - 160203297 / 2023

#### On 15-03-2023

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

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

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

Presented for registration at 11:27 hrs on 15-03-2023, at the Office of the D.S.R. -I I SOUTH 24-PARGANAS by Mr AMITAVA SINGHA ROY ...

#### Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 3,25,97,691/-

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

Execution is admitted on 15/03/2023 by 1. Mr DILIP KUMAR MUKERJEE, Son of Late DULAL GOPAL MUKERJEE, SAINAGARI,HOUSING SOCIETY, D-4, P.O: YERAWADA, Thana: YERWADA, Pune, MAHARASHTRA, India, PIN -411006, by caste Hindu, by Profession Retired Person, 2. Shri DEBASIS MUKERJEE, Son of Late DULAL GOPAL MUKERJEE, JAI SHREE GREEN CITY, Sector: E, 6D, P.O: DORANDA, Thana: ARGORA, Ranchi, JHARKHAND, India, PIN - 834002, by caste Hindu, by Profession Retired Person, 3. Shri DEBJYOTI MUKERJEE, Son of Late DULAL GOPAL MUKERJEE, Sector: N, P-522, P.O: NEW ALIPORE, Thana: New Alipore, South 24-Parganas, WEST BENGAL, India, PIN - 700053, by caste Hindu, by Profession Business

Indetified by Mr ALOKE DUTTA, , , Son of Mr ACHINTYA DATTA, 33/6E, Road: Nazir Lane, , P.O: KIDDERPORE, Thana: Wattgunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700023, by caste Hindu, by profession Service

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

Execution is admitted on 15-03-2023 by Mr AMITAVA SINGHA ROY, As Authorised Signatory, ASR PROJECTS AND VENTURES LLP (LLP), 2C, Mahendra Road, City:-, P.O:- BHAWANIPORE, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025

Indetified by Mr ALOKE DUTTA, , , Son of Mr ACHINTYA DATTA, 33/6E, Road: Nazir Lane, , P.O: KIDDERPORE, Thana: Wattgunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700023, by caste Hindu, by profession Service

#### **Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 15,053.00/- (B = Rs 15,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 15,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/03/2023 6:32PM with Govt. Ref. No: 192022230332263738 on 14-03-2023, Amount Rs: 15,021/-, Bank: SBI EPay (SBIePay), Ref. No. 5817585362825 on 14-03-2023, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 70,021/-

#### Description of Stamp

 Stamp: Type: Impressed, Serial no 283773, Amount: Rs.5,000.00/-, Date of Purchase: 13/03/2023, Vendor name: Mousumi Ghosh

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/03/2023 6:32PM with Govt. Ref. No: 192022230332263738 on 14-03-2023, Amount Rs: 70,021/-, Bank: SBI EPay (SBIePay), Ref. No. 5817585362825 on 14-03-2023, Head of Account 0030-02-103-003-02

Aur

Suman Basu DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS South 24-Parganas, West Bengal Certificate of Registration under section 60 and Rule 69. Registered in Book - I

Volume number 1602-2023, Page from 123894 to 123973 being No 160203297 for the year 2023.



Digitally signed by Suman Basu Date: 2023.03.23 12:16:56 -07:00 Reason: Digital Signing of Deed.

Sum

(Suman Basu) 2023/03/23 12:16:56 PM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS West Bengal.

## (This document is digitally signed.)

23/03/2023 Query No:-16022000638824 / 2023 Deed No :I - 160203297 / 2023, Document is digitally signed.