

6098/2022

Q-6304/wm



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

H 599626

M 17/30
1/4



Certified that the Document is admitted to Registration. The Register Fee and the Substantial Fee of Rs. 100/- are received on the part of the Registrant.

Additional Registrar of Assurances-IV, Kolkata

6 APR 2022

Additional Registrar of Assurances-IV, Kolkata

2/1005662
N 26397619/-

1987 01.04
250
125
375/-

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 1st day of April TWO THOUSAND AND TWENTY TWO.

176728

High Court, Calcutta
31 MAR 2022
SUPREMACY OFFICER
202, A.S. No. 12, 2022

- Amie Lay

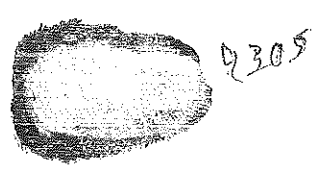
31 MAR 2022



- Amie Lay



- Agarwal



Handwritten signature and stamp

Banani Lane
5/6, Sri Ramprasad Lane
1st, B.H. Lane
Chittaranjan - 74102

699381

TECHNO GLOBAL ALLIANCES (P) LTD (PAN AACT9774G) a Company incorporated under the provisions of the Indian Companies Act, 1956/2013 and having its registered office at 2/1C, Townshend Road (now known as Sakharam Ganesh Deuskar Sarani), Post Office – Ramkrishna Park , Police Station- Bhowanipore, Kolkata—7000025, **represented by its Director Mr. Nirmal Kumar Agarwal (PAN ADBPA6654L)**, son of Mr. Gopal Agarwal, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at Premises No.375, Prince Anwar Shah Road, Post Office-^{Lake Gardens}....., Police Station- Jadavpur, Kolkata-700045, (**Owner**, includes successor-in-interest and assigns)

And

3.6 **M/S. SHRISTI COMMOTRADE PRIVATE LTD. (PANAAGCS5334N)**a Company incorporated under the Provisions of the Companies Act, 1956/2013 and having its Registered Office at "Tobacco House" 1, Old Court House Corner, 5thFloor, Room No.503, Kolkata-700001 represented by one of its Director, Mr. Amit Sarda (**PAN ALSPS 5231N**) hereinafter referred to as the **DEVELOPER/BUILDER(Developer**, includes successor-in-interest and assigns)

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

4. Subject Matter of Agreement

4.1 **Development of Said Property:** Understanding between the Owner and the Developer with regard to development (in the manner specified in this Agreement) of **ALL THAT** piece and parcel of revenue free land measuring an area of **5 Cottahs 4 Chittacks** be the same a little more or less together **with Ground + 3 storied residential building** approx. 3000 sqft covered area the old brick built messuage admeasuring approximately 7000 Square feet super built up area tenement, hereditament and premise lying and situated at and being **Premises No.2/1C, Sakharam Ganesh Deuskar Sarani** (formerly known as 2/1C, Town Shend Road), **Police Station-**

N Agarwal



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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
5 APR 2023



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

GRN Details

GRN: 192021220215306531 Payment Mode: Online Payment
GRN Date: 31/03/2022 19:52:09 Bank/Gateway: HDFC Bank
BRN : 1752689374 BRN Date: 31/03/2022 19:03:33
Payment Status: Successful Payment Ref. No: 2001005662/1/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: SHRISTI COMMOTRADE PVT LTD
Address: 1 Old Court House Corner kolkata 700001
Mobile: 9830343338
EMail: BALAJI_UMESH_KEDIA@YAHOO.COM
Depositor Status: Buyer/Claimants
Query No: 2001005662
Applicant's Name: Mr SUBHENDU PAUL
Identification No: 2001005662/1/2022
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001005662/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	35021
2	2001005662/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	50021
			Total	85042

IN WORDS: EIGHTY FIVE THOUSAND FORTY TWO ONLY.











Government of West Bengal

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

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

Signature / LTI Sheet of Query No/Year 19042001005662/2022

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


SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr NIRMAL AGARWAL Alias Mr NIRMAL KUMAR AGARWAL 375, PRINCE ANWAR SHAH ROAD, City:- , P.O:- LAKE GARDEN, P.S:-Jadavpur, District:- South 24-Parganas, West Bengal, India, PIN:- 700045	Represent ative of Land Lord [TECHNO GLOBAL ALLIANC ES PVT LIMITED]		4304 	 1/4/22
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr AMIT SARDA 1, OLD COURT HOUSE CORNER, City:- , P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001	Represent ative of Developer [SHRISTI COMMOT RADE PVT. LTD.]		4303 	 1/4/22

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SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr SOUMEN LAHA Son of Mr BONOMALI LAHA 15/1, BENI MITRA LANE, City:- , P.O:- SHIBPUR, P.S:- Shibpur, District:- Howrah, West Bengal, India, PIN:- 711102	Mr NIRMAL AGARWAL, Mr AMIT SARDA		4305 	 01/04/2022

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





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- 5.1.1 **Owner have Marketable Title:** The right, title and interest of the **Owner** in the Said Property are free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and lispendens and it is clarified that for all purposes any and all matters relating to marketable title of the land at all stages (pre construction, construction and post construction) shall always be the Land Owner's responsibility.
- 5.1.2 **Owner to Ensure Continuing Marketability:** The Owner shall ensure that title of the Owner to the Said Property continue to remain marketable and free from all encumbrances till the completion of the development of the Said Property.
- 5.1.3 **Owner have Authority:** The Owner have full right, power and authority to enter into this Agreement.
- 5.1.4 **No Prejudicial Act:** The Owner have neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.
- 5.1.5 **No Acquisition/Requisition:** The Owner declare that the Said Property has not been acquired, required or included in any scheme of acquisition or requisition and the Owner have neither received nor are aware of any notice or order from any Authority or Statutory Body or Government Department for any such acquisition, requisition or scheme.
- 5.1.6 **No Excess Land:** The Said Property does not contain any excess land and the Owner also does not hold any excess land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- 5.1.7 **No Encumbrance:** The Owner have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing (including creation of statutory or customary right of easement) whereby the Said Property or any part thereof can or may be impeached, encumbered or



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- 5.1.14 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Owner from developing, selling, transferring and/or alienating the Said Property or any part thereof.
- 5.1.15 **No Transfer:** The Owner have not created any third party interest of any nature whatsoever and/or has not delegated any of the Owner' right to any third party in any manner whatsoever.
- 5.1.16 **Inspection:** The Owner shall have right to inspect the construction work through their engineer and bring to the Developer's Notice any work undertaken by the Developer which is not in accordance with the Specifications and/or the sanction plan and the Developer shall accordingly take steps to ensure that the specifications are adhered to while undertaking construction work.
- 5.2 **Developer's Representations:** The Developer has represented and warranted to the Owner as follows:
- 5.2.1 **Infrastructure and Expertise of Developer:** The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.
- 5.2.2 **Financial Arrangement:** The Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Property, *inter alia* by way of arranging construction finance, whether through mortgage, in part or full, against the Developer's Allocation in the New Buildings on the Said Property.
- 5.2.3 **No Neglect:** The Developer shall not neglect the project of development of the Said Property and shall accord the highest priority, financial as well as infrastructural, to the development of the Said Property.



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- 5.2.4 **Developer has Authority:** The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.
- 5.2.5 **Other Terms:** (i) Disputes regarding construction with any third party contractor shall not delay the Project; (ii) the Owner shall not be affected for any legal proceedings arising between the Developer and the intending purchasers of Developer's Allocation, during the construction period or thereafter.
- 5.3 **Decision to Develop:** The Owner decided to develop the Said Property. Pursuant thereto, preliminary discussions were held with the Developer for taking up the development of the Said Property by constructing the New Buildings(**Project**).
- 5.4 **Finalization of Terms Based on Reliance on Representations:** Pursuant to the above and relying on the representations made by the Parties to each other as stated above, final terms and conditions [superseding all previous correspondence and agreements (oral or written) between the Parties] for the Project, are being recorded by this Agreement.
6. **Basic Understanding**
- 6.1 **Development of Said Property by Construction of New Buildings:** The Parties have mutually decided to take up the Project, i.e. the development of the Said Property by construction of the New Buildings thereon on co-venture basis, with (1) specified inputs and responsibility sharing by the Parties and (2) exchange with each other of their specified inputs. (3) that all costs and expenses relating to construction shall be borne by the Developer
- 6.2 **Nature and Use of New Buildings:** The New Buildings shall be constructed in accordance with architectural plan (**Building Plans**) to be prepared by the Architect/s appointed by the Developer from time to time (**Architect**) and sanctioned by the Kolkata Municipal Corporation and other





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statutory authorities concerned with sanction (collectively **Planning Authorities**), as a ready-to-use commercial building with specified areas, amenities and facilities to be enjoyed only by the Commercial Unit users.

7. Appointment and Commencement

7.1 **Appointment:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Pursuant to and in furtherance of the aforesaid confirmations, the Owner hereby appoint the Developer as the developer of the Said Property with right to execute the Project and the Developer hereby accepts the said appointment by the Owner.

7.2 **Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

8. Sanction and Construction

8.1 **Sanction of Building Plans:** The Developer (as the agent of the Owner at its own responsibility) shall, obtain from the Planning Authorities, sanction of the Building Plans. In this regard it is clarified that (1) the Developer shall be responsible for obtaining all sanctions, permissions, clearances and approvals needed for the Project (including final sanction of the Building Plans and Completion Certificate) and (2) all costs and fees for sanctions, permissions, clearances and approvals shall be borne and paid by the Developer.

8.2 **Architect and Consultants:** The Owner confirm that the Owner have authorized the Developer to appoint the Architect and other consultants to complete the Project. All costs, charges and expenses in this regard including



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professional fees and supervision charges shall be paid by the Developer and the Owner shall have no liability or responsibility.

- 8.3 **Construction of New Buildings:** The Developer shall, at its own expenses and without creating any financial or other liability on the Owner construct, erect and complete the New Buildings on the Said Property comprising of residential and/or residential cum commercial buildings and Common Portions (defined in Clause 8.5 below), in accordance with the sanctioned Building Plans.
- 8.4 **Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties, the Developer will submit the plan for sanction, PROVIDED HOWEVER all relevant and necessary clearances and shall try to complete the entire process of development of the Said Property and construct, erect and complete the New Buildings and handover the Owner' Allocation within a period of 36 (thirty six) months from the date of this Agreement (**Completion Time**), provided however the Completion Time may be extended subject to Force Majeure if required and thereafter.
- 8.5 **Common Portions:** The Developer shall at its own costs install, erect and construct in the New Buildings common areas, amenities and facilities such as stairways, lifts, passages, common lavatory, electric meter room, pump room, reservoir, over head water tank, water pump and motor, water connection, drainage connection, sewerage connection as per the sanctioned Building Plans and other facilities required for establishment, enjoyment and management of the New Buildings (collectively **Common Portions**). For permanent electric connection to the flats/units and other spaces in the New Buildings (**Spaces**) and all kind of other development costs/deposits payable for the Spaces, the intending purchasers (collectively **Transferees**) shall pay the said costs/deposits demanded by the Developer, other agencies, etc. and the Owner shall also pay the same for the Spaces in the Owner' Allocation. It is clarified that the expression Transferees includes the Owner and the Developer, to the extent of unsold or retained Spaces in the New Buildings.



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The Parties have agreed that the Owner shall not pay any costs/deposits for the Spaces to be retained by Owner for their personal use and occupation.

- 8.7 **Building Materials:** The Developer shall be authorized to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owner and required for the construction of the New Buildings and the Owner shall not be responsible for the quality of the building materials.
- 8.8 **Temporary Connections:** The Developer shall be authorized in the name of the Owner to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage charges.
- 8.9 **Co-operation by Owner:** The Owner shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the mutual interest of the Parties. The Owner shall provide all co-operations that may be necessary for successful completion of the Project.
9. **Possession**
- 9.1 **Vacating by Owner:** Simultaneously with the registration of this Agreement, the Owner have handed over physical possession of the entirety of the Said Property to the Developer, for the purpose of execution of the Project.
10. **Powers and Authorities**
- 10.1 **Power of Attorney for Building Plans Sanction:** The Owner shall grant to the Developer a Power of Attorney for the purpose of getting the Building Plans sanctioned/revalidated/modified/alterd by the Planning Authorities and





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obtaining all necessary permissions from different authorities in connection with construction of the New Buildings.

10.5 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owner hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all acts under this Agreement.

11. Owner's Consideration

11.1 **Owner' Allocation:** The Owner shall be entitled to **60% (Sixty Percent)** of the revenue as per second schedule.

12. Developer's Consideration

12.1 **Developer's Allocation:** The Developer shall be entitled to **40% (Forty Percent)** of the revenue as per second schedule.

12.2 **Refundable Advance :** The Developer has paid an amount of Rs.25,00,000/- (Rupees Twenty Five Lakhs) only through RTGS on 31.07.2021 and Rs.25,00,000/- (Rupees Twenty Five Lakhs) only through RTGS on 21.09.2021 as interest free security deposit before the signing of this Agreement 10% of the receivable by the Owner will be refunded against the security deposit up to an amount of Rs. 40,00,000/- lakhs, and the same balance amount of Rs. 10,00,000/-lakhs will be refunded after the receipt of C.C.

13. Dealing With Constructed Space/Saleable Space /Mechanical Car Parking Spaces :

13.1 The Parties have mutually agreed that the Developer shall conduct the sales and promotion activities in respect of the constructed space and accordingly the Owner may grant a registered Power of Attorney to the Developer

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empowering the Developer to represent the Owner for the purposes as set forth in the said Power of Attorney. The Developer shall be represented by its authorised signatory from time to time as may be authorised by way of adopting appropriate Board Resolution.

- 13.2 **Owner's allocation** – Owner's allocation shall mean 60% of the total saleable area.
- 13.3 **Developer's allocation** - Developer's allocation shall mean 40% of the total saleable area.
- 13.4 **Transfer of Allocation:** In consideration of the Developer constructing and handing over the Owner' Allocation to the Owner and meeting other obligations towards the Owner, the Owner shall execute deeds of conveyances of the undivided share in the land contained in the Said Property and the Building Plans as be attributable to the Developer's Allocation, in such part or parts as shall be required by the Developer. Such execution of conveyances shall be through the Developer exercising the powers and authorities in the registered power of Attorney.
- 13.5 **No Objection to Allocation:** The Parties confirm that neither Party has any objection with regard to their respective allocations.
- 13.6 **Cost of Transfer:** The Parties shall bear their respective costs for transfer of their respective allocations which includes costs towards stamp duty and registration fees and all other expenses.
- 13.7 In case the owner decides to retain any area for its own requirement, the Owner will have to pay F,G,H,J to the Developer as mentioned in the Second Schedule.

14. Taxes and Outgoings





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- 14.1 **Relating to Period Prior to Date of Sanction of Agreement:** All rates and taxes, penalty, interest and outgoings (collectively **Rates**) on the Said Property relating to the period prior to the date of Agreement shall be the liability of the Owner and the same shall be borne, paid and discharged by the Owner as and when demanded. The Developer shall be liable to pay all rates,taxes related to the Schedule Property on and from the date of this Agreement.
- 14.2 **Relating to Period After Sanction of Building Plans:** As from the date of sanction of the Building Plans, the Developer shall be liable for the Rates in respect of the Said Property and from the Possession Date the Parties shall become liable and responsible for the Rates in the ratio of their sharing in the New Buildings.
- 14.3 **Tax:** The Owner and the Developer shall be liable to bear their respective share of GST, as applicable in law.
- 15. Possession and Post Completion Maintenance**
- 15.1 **Possession of Owner' Allocation:** The Developer shall intimate the Owner to take possession of Owner' Allocation, in good habitable and completed condition, and if within a period of 15 (fifteen) days of such intimation the Owner fail to take possession then it shall be deemed that the Developer has delivered possession to the Owner.
- 15.2 **Possession Date and Rates:** On and from such date of the Owner taking physical possession or the aforementioned deemed possession, whichever be earlier (**Possession Date**), the Parties shall become liable and responsible for the Rates in respect of their respective Allocations.
- 15.3 **Punctual Payment and Mutual Indemnity:** The Parties shall punctually and regularly pay the Rates for their respective allocations to the concerned authorities and the Parties shall keep each other indemnified against all



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claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them, as the case may be, consequent upon a default by the other.

- 15.4 **Maintenance:** The Developer and the Owner shall jointly and mutually frame a scheme for the management and administration of the New Buildings. The Owner hereby agree to abide by all the rules and regulations to be so framed for the management and administration of the New Buildings.
- 15.5 **Maintenance Charge:** The Transferees (includes buyer of Developer's Allocation) and the Owner shall manage and maintain the Common Portions and services of the New Buildings [if necessary, by forming a body (**Association**)] and shall collect the costs and service charge therefore (**Maintenance Charge**). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Buildings, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments. Advance/deposit towards Maintenance Charge shall also be collected, to ensure that funds are readily available for proper maintenance and upkeep of the New Buildings.
- 16. Common Restrictions**
- 16.1 **Applicable to Both:** The Owner' Allocation and the Developer's Allocation in the New Buildings shall be subject to the same restrictions as are applicable to multi-storied ownership buildings, apartments, intended for common benefit of all occupiers of the New Buildings.
- 17. Obligations of Developer**
- 17.1 **Completion of Development within Completion Time:** The Developer shall complete the development of the Said Property within the Completion Time.





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- 17.2 **Compliance with Laws:** The execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure such compliance.
- 17.3 **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the New Buildings with the help of the Architect, professional bodies, contractors, etc.
- 17.4 **Specifications:** The Developer shall construct the New Buildings as per the agreed specifications (**Specifications**).
- 17.5 **Commencement of Project:** The development of the Said Property shall commence as per the Specifications, Building Plans, Scheme, rules, regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owners having no responsibility in respect thereof in any manner whatsoever.
- 17.6 **Tax Liabilities:** All tax liabilities applicable in relation to the development, namely sales tax, value added tax, GST, works contract tax and other dues shall be paid by the person liable to pay such tax in accordance with law.
- 17.7 **Permission for Construction:** It shall be the responsibility of the Developer to obtain all sanctions, permissions, clearances and approvals required from various Government authorities for sanction of the Building Plans and execution of the Project. The expenses to be incurred for obtaining all such sanctions, permissions, clearances and approvals shall be borne by the Developer.
- 18. Obligations of Owners**
- 18.1 **Co-operation with Developer:** The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.



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- 18.2 **Act in Good Faith:** The Owners undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 18.3 **Documentation and Information:** The Owners have handed over copies of documents, linked deeds, relating to the Said Property which shall remain in possession of the Developer in terms of this Agreement.
- 18.4 **No Obstruction in Dealing with Developer's Functions:** The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement, save and except the Developer not performing its obligations and functions properly.
- 18.5 **No Obstruction in Construction:** The Owners covenant not to cause any interference or hindrance in the construction of the New Buildings unless there is any dispute arising regarding the quality of construction.
- 18.6 **No Dealing with Said Property:** The Owners covenant not to let out, grant lease, mortgage and/or charge the Said Property or any portions thereof, save in the manner envisaged by this Agreement.

19. Indemnity

- 19.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owners saved harmless and indemnified of from and against any and all loss, damage or liability which may be suffered by the Owners in relation to the construction of the New Buildings or violation of any permission, rules regulations or bye-laws.
- 19.2 **By the Owners:** The Owners hereby indemnify and agree to keep the Developer saved harmless and indemnified of from and against any and all loss, damage or liability suffered by Developer in the course of implementing the Project for any successful claim by any third party for any defect in title of

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the Said Property or any of the Representations of the Owners being incorrect.

20. Miscellaneous

- 20.1 **Parties Acting under Legal Advice:** Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.
- 20.2 **Title Certification:** The Developer's advocate shall certify the title and his certificates/recommendations shall be accepted by the Parties, without question, according to law. As a condition precedent to title certification, the Owners shall fully co-operate and produce all relevant papers and documents for the satisfaction of the Developer's advocate.
- 20.3 **Essence of Contract:** In addition to time, the Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 20.4 **Transaction Documentation:** The Advocate of the Developer shall draw all further documents pertaining to the future transaction of the Project, as has been mutually decided by the Owners and Developer herein.
- 20.5 **Essence of Contract:** In addition to time, the Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 20.6 **Documentation:** The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement.



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- 20.7 **Valid Receipt:** The Owners shall pass valid receipts for all amounts paid under this Agreement.
- 20.8 **No Partnership:** The Owners and the Developer have entered into this Agreement on principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 20.9 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- (a) **Taxation:** The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owners' Allocation and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 20.10 **Supervision:** There should be joint supervision right between the Owners and the Developers in the development of the New Building.
- 20.11 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 21. Defaults**
- 21.1 **No Cancellation:** In the event of any default on the part of one Party, the other Party shall be entitled to sue the Party in default for specific performance of this Agreement and also for damages.



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22. Force Majeure

22.1 **Circumstances Of Force Majeure:** The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of Nature, epidemic pandemic (3) acts of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike by material suppliers, workers and employees, (10) delay on account of receiving statutory permissions, (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations and (14) short supply of materials (collectively **Circumstances Of Force Majeure**).

22.2 **No Default:** The Parties shall not be deemed to have defaulted in the performance of their contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence and cessation of any event constituting Circumstances Of Force Majeure.

23. Entire Agreement

23.1 **Supersession:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, oral or implied or written.

24. Documents & Documentation





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24.1 **Originals:** The original of this Agreement shall be retained by the Developer and the Owners will keep a certified copy of the same.

24.2 **Transaction Documentation:** The advocate of the Developer has drawn this Development Agreement and shall draw all further documents (including standard agreements and conveyances) pertaining to the future transaction of the Project, with liberty to the Owners to seek reasonable clarifications.

25. Severance

25.1 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

26. Amendment/Modification

26.1 **Express Documentation:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.

27. Notice





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OF ASSURANCES-IV, KOLKATA

1 APR 2022



27.1 **Mode of Service:** Notices under this Agreement shall be served by messenger or registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by messenger and (2) on the 4th day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties. The Owners shall address all such notices and other written communications to the Director of the Developer and the Developer shall address all such notices and other written communications to each of the Owners.

28. Arbitration

28.1 **Disputes:** Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the Arbitral Tribunal, under the Arbitration and Conciliation Act, 1996 and /or Arbitration and Conciliation (Amendment) Act, 2015, The place of arbitration shall be Kolkata only and the language of the arbitration shall be English. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

29. Jurisdiction:

29.1 **Courts:** In connection with the aforesaid arbitration proceedings, the District Court having territorial jurisdiction over the Said Property and the High Court at Calcutta only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

30. Rules of Interpretation

30.1 **Presumptions Rebutted:** It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand



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rebutted and that no presumptions shall arise adverse to the right, title and interest of Parties to the Said Property.

- 30.2 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.
- 30.3 **Party:** In this Agreement, a reference to a Party includes that Party's successors and permitted assigns.
- 30.4 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 30.5 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 30.6 **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 30.7 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

First Schedule
(Said Property)

ALL THAT piece and parcel of revenue free land measuring an area of **5 Cottahs 4 Chittacks** be the same a little more or less together **with Ground + 3 storied residential building** approx. 3000 sqft covered area the old brick built messuage admeasuring approximately 7000 Square feet super built up area tenement, hereditament and premise lying and situated at and being **Premises No.2/1C, Sakharam Ganesh Deuskar Sarani** (formerly known as 2/1C, Town Shend Road), **Police Station- Bhowanipore, Kolkata—700025** under **Ward No.72**, within the limits of the **Kolkata Municipal Corporation**, which is butted and bounded as follows :

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ON THE NORTH :
 ON THE SOUTH :
 ON THE EAST :
 ON THE WEST :

Second Schedule
(Said Property)

Sl.No.	Particulars	
A)	Base Price	O & D
B)	PLC	O & D
C)	Floor Height Escalation	O & D
D)	Car Park	O & D
E)	Servant's Quarters	O & D
F)	Electricity Transformers and Generator Charges	D
G)	Maintenance Charges for 9-12 Months (Charges of maintenance till the Association is formed)	D
H)	Maintenance Deposit (Escrow Account to be handed over to the Association)	D
I)	Legal charges	Directly to the Advocate
J)	Electricity deposit (to be handed over to the Association)	D
K)	Brokerage Charges	2% of the sale proceeds to the Developer
L)	Advertisement & Marketing Charges	2% of the sale proceeds to the Developer or actuals whichever is lesser

O = Owner

D = Developer

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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

३१ APR 20२२

31. Execution and Delivery

In Witness Whereof the Parties have executed and delivered this Agreement on the date mentioned above.

SIGNED, SEALED & DELIVERED

by the **OWNER/VENDOR** in presence of the Witnesses:

1. Arvind K. Rawat
(ARVIND KUMAR RAWAT)
S/O Late Chota Lal Rawat
T. Mohit Moitra Sasmal
Kolkata - 700 003

2. P. Carter
(PHILOMENA CARTER)
w/o Late Raymond Carter
93/1B Dr G. S. Bose Rd
Kolkata - 700039.

Techno Global Alliances (P) Ltd.
Nagarwal
Director

SIGNED, SEALED & DELIVERED

by the **DEVELOPER** in presence of the Witnesses:

1. Umesh Kedia
(UMESH KUMAR KEDIA)
S/O. Late Kishori Lal Kedia,
27, Shakespeare Sasmal
Kolkata - 700017

2. Arbind Kumar Ojha
(ARBIND KUMAR OJHA)
S/O Sri Akhileshwar Ojha
10, No. Ram Chandra Das Lane
Shibpur Howrah - 711103

For, SHRISTI COMMOTRADE PVT. LTD.
Amir Singh
Authorised Signatory/Director

























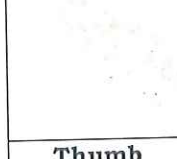

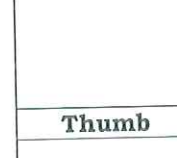
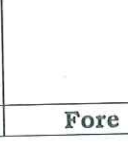
Drafted by
Pulabam Basu
Advocate, High Court, Calcutta WB/604/2013



✓
ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

5 APR 2022

SPECIMEN FORM FOR TEN FINGERS PRINT

	<p><i>Anirudh</i></p>						<p align="center">Little Ring Middle Fore Thumb (Left Hand)</p>
							<p align="center">Thumb Fore Middle Ring Little (Right Hand)</p>
	<p><i>Narasimha</i></p>						<p align="center">Little Ring Middle Fore Thumb (Left Hand)</p>
							<p align="center">Thumb Fore Middle Ring Little (Right Hand)</p>
<p align="center">PHOTO</p>							<p align="center">Little Ring Middle Fore Thumb (Left Hand)</p>
							<p align="center">Thumb Fore Middle Ring Little (Right Hand)</p>
<p align="center">PHOTO</p>							<p align="center">Little Ring Middle Fore Thumb (Left Hand)</p>
							<p align="center">Thumb Fore Middle Ring Little (Right Hand)</p>



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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

३१ APR 2022

Major Information of the Deed

Deed No :	I-1904-06304/2022	Date of Registration	06/04/2022
Query No / Year	1904-2001005662/2022	Office where deed is registered	
Query Date	30/03/2022 5:52:17 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	SUBHENDU PAUL 10, OLD POST OFFICE STREET, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8420564386, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 50,00,000/-]		
Set Forth value	Market Value		
	Rs. 2,63,97,619/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,021/- (Article:48(g))	Rs. 50,105/- (Article:E, E, B,)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Bhawanipore, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Sakharam Ganesh Deuskar Sarani, , Premises No: 2/1C, , Ward No: 072 Pin Code : 700025

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	5 Katha 3 Chatak 37.69 Sq Ft		2,27,35,743/-	Width of Approach Road: 20 Ft.,
Grand Total :				8.6458Dec	0 /-	227,35,743 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	7000 Sq Ft.	0/-	36,61,876/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 1750 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 40 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 1750 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 40 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 2, Area of floor : 1750 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 40 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 3, Area of floor : 1750 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 40 Years, Roof Type: Pucca, Extent of Completion: Complete</p>					
Total :		7000 sq ft	0/-	36,61,876 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	TECHNO GLOBAL ALLIANCES PVT LIMITED 2/1C, TOWNSHEND ROAD, City:- , P.O:- RAMKRISHNA PARK, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025 , PAN No.:: AAxxxxxx4G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

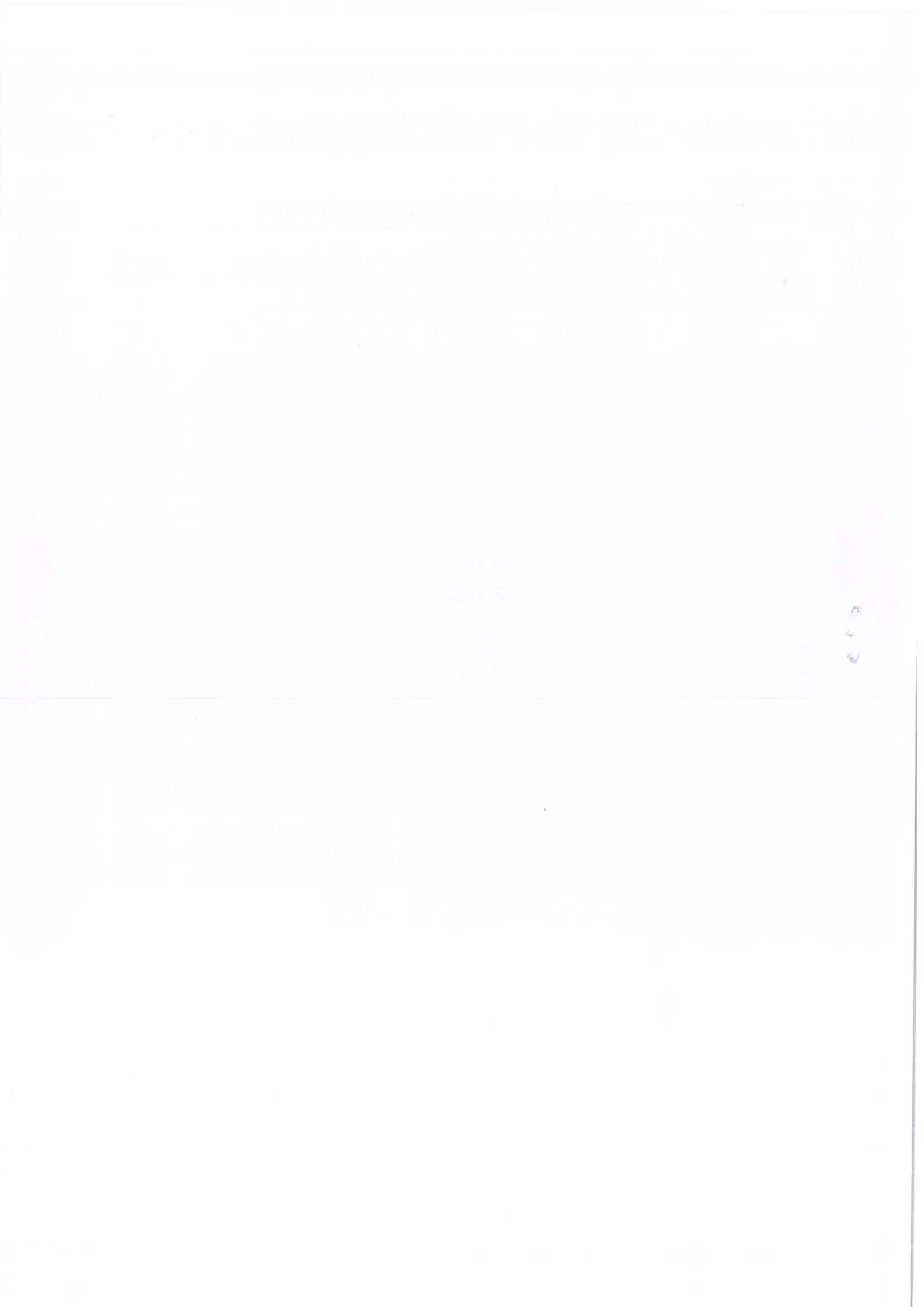
SI No	Name,Address,Photo,Finger print and Signature
1	SHRISTI COMMOTRADE PVT. LTD. 1, OLD COURT HOUSE CORNER, City:- , P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx4N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Mr NIRMAL AGARWAL, (Alias Name: Mr NIRMAL KUMAR AGARWAL) Son of Mr GOPAL AGARWAL 375, PRINCE ANWAR SHAH ROAD, City:- , P.O:- LAKE GARDEN, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700045, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx4L,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : TECHNO GLOBAL ALLIANCES PVT LIMITED (as DIRECTOR)
2	Mr AMIT SARDA (Presentant) Son of Mr JUGAL KISHORE SARDA 1, OLD COURT HOUSE CORNER, City:- , P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALxxxxxx1N,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SHRISTI COMMOTRADE PVT. LTD. (as DIRECTOR)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SOUMEN LAHA Son of Mr BONOMALI LAHA 15/1, BENI MITRA LANE, City:- , P.O:- SHIBPUR, P.S:-Shibpur, District:-Howrah, West Bengal, India, PIN:- 711102			
Identifier Of Mr NIRMAL AGARWAL, Mr AMIT SARDA			



e 1 2

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	TECHNO GLOBAL ALLIANCES PVT LIMITED	SHRISTI COMMOTRADE PVT. LTD.-8.64575 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	TECHNO GLOBAL ALLIANCES PVT LIMITED	SHRISTI COMMOTRADE PVT. LTD.-7000.00000000 Sq Ft

Endorsement For Deed Number : I - 190406304 / 2022

On 01-04-2022

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

Presented for registration at 17:30 hrs on 01-04-2022, at the Private residence by Mr AMIT SARDA .

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 2,63,97,619/-


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

Execution is admitted on 01-04-2022 by Mr NIRMAL AGARWAL, , Mr NIRMAL KUMAR AGARWAL DIRECTOR, TECHNO GLOBAL ALLIANCES PVT LIMITED, 2/1C, TOWNSHEND ROAD, City:- , P.O:- RAMKRISHNA PARK, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025

Identified by Mr SOUMEN LAHA, , , Son of Mr BONOMALI LAHA, 15/1, BENI MITRA LANE, P.O: SHIBPUR, Thana: Shibpur, , Howrah, WEST BENGAL, India, PIN - 711102, by caste Hindu, by profession Service

Execution is admitted on 01-04-2022 by Mr AMIT SARDA, DIRECTOR, SHRISTI COMMOTRADE PVT. LTD., 1, OLD COURT HOUSE CORNER, City:- , P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Identified by Mr SOUMEN LAHA, , , Son of Mr BONOMALI LAHA, 15/1, BENI MITRA LANE, P.O: SHIBPUR, Thana: Shibpur, , Howrah, WEST BENGAL, India, PIN - 711102, by caste Hindu, by profession Service


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

On 02-04-2022

Payment of Fees

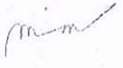
Certified that required Registration Fees payable for this document is Rs 50,105/- (B = Rs 50,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by by online = Rs 50,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 31/03/2022 7:56PM with Govt. Ref. No: 192021220215306531 on 31-03-2022, Amount Rs: 50,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1752689374 on 31-03-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by by online = Rs 35,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 31/03/2022 7:56PM with Govt. Ref. No: 192021220215306531 on 31-03-2022, Amount Rs: 35,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1752689374 on 31-03-2022, Head of Account 0030-02-103-003-02


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

On 06-04-2022

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 50,105/- (B = Rs 50,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 84/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 5,000/-
Description of Stamp

1. Stamp: Type: Impressed, Serial no 196928, Amount: Rs.5,000/-, Date of Purchase: 31/03/2022, Vendor name: S Mukherjee



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

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12

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2022, Page from 453111 to 453148

being No 190406304 for the year 2022.



mm
Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2022.04.09 11:00:53 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2022/04/09 11:00:53 AM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)