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Certified that the Document is admitted of Registration. The Signaturesheet and the endorsement sheet which is in this document are the part this Document.



Additional Registrar of Assurances-IV, Kolkata

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Additional Registrar of Assurances-IV, Kolkata

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DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 10th day of January Two Thousand and Twenty-Three (2023)

BETWEEN

2023 FEB 06 10:00 AM
KOLKATA

100979

ANUBRATA DHAR
(Advocate)
C.M. M. COURT
KOL-1

SOLD TO.....
OF.....
RS.....
JAYDEEP CHATTERJEE
18, INDIA EXCHANGE PLACE, KOL-1
LICENSED STOCK VENDOR
NO 351RS2018

31 DEC 2022

Arun Kumar Kedra



540

31 DEC 2022

Arun Kumar Kedra



541

Subhradeep Chatterjee



542

Prava Kumar Das

ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
27 JAN 2023

PRAVAKAR DAS
S/o Mr. S. Das
VIII- Nabagram, Shyampur
P.O.- Nabagram, P.S.-Shyampur
Dist.- Howrah, Pin- 711315

PARTIES:

(1) **ANADYA PROJECTS LLP (PAN - ABMFA4077E)**, a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008 having its registered office at 8, Camac Street, Shantiniketan Building, 5th Floor, Room No -502 Kolkata, P.O. Park Street, P.S. Shakespeare Sarani, Kolkata-700071, (2) **JHNVI PROPERTIES LLP (PAN AAOPJ5073E)**, a Limited Liability Partnership registered under the Limited Liability Partnership Act. 2008 having its registered office at 58F, Kali Krishna Tagore Street P.O. Bcadon Street, Police Station - Jorabagan, Kolkata-700007, (3) **HOPEWELL RESIDENCY LLP (PAN AALFH500GQ)** a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008 having its registered office at Room no. 502, No.8, Camac Street, Shantiniketan Building, 5th Floor, P.O. Park Street, Police Station Shakespeare Sarani, Kolkata-700017 all (1)(2) and (3) represented by its Authorised Signatory **MR. SUBHRADEEP CHATTERJEE (PAN ADUPC4353M) (AADHAAR NO. 4975 8320 3070)** son of Mr. Ranjit Chatterjee residing at Narayanpur, Purbachal Lane No. 12, Rajarhat Gopalpur (M), Post Office - R. Gopalpur, Police Station - narayanpur, North 24 Parganas, Pin 700136, hereinafter referred to as "**OWNERS**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its partners and their respective heirs, executors, administrators, legal representatives, successors and assigns) of the **ONE PART**;

AND

KCK PROMOTERS PRIVATE LIMITED (PAN AAJCK9551G), a Private Limited Company registered under the Companies Act 2013 having its office at 8, Camac Street, Shantiniketan Building, 5th Floor, Room No -515 Kolkata, P.O. Park Street, P.S. Shakespeare Sarani, Kolkata-700071, represented by its Director namely **SRI ARUN KUMAR KEDIA (PAN AFVPK4354H) (AADHAAR NO. 9747 8742 1605)**, son of Late Jagadish Prasad Kedia, residing at BF-188, Sector - I, Salt Lake City, Post Office - Bidhannagar, Police Station Bidhananagr, Kolkata 700064, by faith - Hindu, by Nationality - Indian, by occupation Business, hereinafter referred to as "**the DEVELOPER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors and assigns) of the **OTHER PART**;

SECTION-I # DEFINITIONS:

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



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- 1.1.1 **"Agreed Ratio"** shall mean the ratio of sharing or distribution in Realizations and several other matters referred to herein between Owners and the Developer which shall be 45% (Forty-Five percent) of Owners and 55% (Fifty-Five percent) of the Developer.
- 1.1.2 **"Building Complex"** shall mean multi storied commercial / residential building to be constructed at the Project Land along with the relevant Common Areas and Installations and wherever the context so permits or intends include the Project Land.
- 1.1.3 **"Building Plans"** shall mean the plan for construction of the New Building to be caused to be sanctioned by Owners from the concerned Municipality and include all modifications and/or alterations as may be made thereto as also all extensions and/or renewals thereof.
- 1.1.4 **"Common Areas and Installations"** shall mean the areas, installations and facilities at or for the Building Complex as mentioned in the **SECOND SCHEDULE** hereto and the same shall be subject to modifications and alterations that may be made by the Developer in terms hereof.
- 1.1.5 **"Common Purposes"** shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building Complex 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.
- 1.1.6 **"Completion of Construction"** in respect of any of the New Building or part thereof shall mean the compliance of requirements mentioned in clause 7.10 hereto.
- 1.1.7 **"Developer's Realization Share"** shall mean and include **55% (Fifty Five percent)** of the Realizations to belong to the Developer.
- 1.1.8 **"Developer's Allocation"** shall mean and include the Developer's Realization Share and portions and shares of the Developer in any unsold areas as per clause 10 below and all



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other properties and rights of the Developer in the Project in terms hereof or in pursuance hereof.

- 1.1.9** "Encumbrances" shall include encumbrances, mortgages, charges, security interest, liens, lis pendens, attachments, leases, tenancies, thika tenancies, occupancy rights, uses, debutters, trusts, bankruptcy, insolvency, acquisition, requisition, vesting, claims, demands, forfeitures and liabilities whatsoever or howsoever.
- 1.1.10** "Extras and Deposits" shall mean the amounts mentioned and as may be charged and/or received by the Transferees as may be deemed fit by the Developer.
- 1.1.11** "New Building" shall mean the building and/or other structures that may be constructed by the Developer from time to time at the Project Land or portions thereof.
- 1.1.12** "Owners' Realization Share" shall mean and include **45% (Forty-five percent)** of the Realizations.
- 1.1.13** "Owners' Allocation" shall mean and include shall mean and include the Owners' Realization Share and portions and shares of Owners' in any unsold areas as per clause 10 below.
- 1.1.14** "Parking Spaces" shall mean the spaces at the Building Complex including at covered space, open area or under a shade at the open area or mechanized multilevel systems for parking of motor cars and/or two-wheelers.
- 1.1.15** "Pass Through Charges" shall mean the Goods and Service Tax or any substitutes, additions or alterations thereof and any other impositions, levies or taxes (other than Income Tax) on the Transfer in favour of the Transferees.
- 1.1.16** "Project Land" shall mean a divided and demarcated portion of the Larger Premises being ALL THAT piece and parcel of land measuring about 19 (Nineteen) Cottahs 14 (Fourteen) Chittacks 4 (Four) Square Feet lying and situated at Premises No. 1, Sarkar Lane, Post Office and Police Station - Girish Park, Kolkata - 700 007 within the limits of Kolkata Municipal Corporation under Ward No. 25, morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written;



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AUTHORIZATION LETTER

I, **Arun Kumar Kedia** of BF 188, Sector 1, Salt lake City, Baisakhi, Bidhannagar (M), North 24 Parganas, West Bengal- 700064 the undersigned do hereby authorize **Subhradeep Chatterjee**, son of Late Ranjit Chatterjee of Purbachal, Lane No.12, Rajarhat Gopalpur (M), North 24 Parganas, West Bengal-700136, to put his signature as authorized representative of the LLP's namely **Anadya Projects LLP, Hopewell Residency LLP and Jhnvi Properties LLP** as because I am not able to be present personally before the registry office to execute the development agreement and power of attorney and to represent the LLP's before the Registry Office so I authorize him to do all the registry work in respect of the LLP's above named.



Signature of Arun Kumar Kedia

Subhradeep Chatterjee

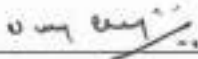
Signature of Subhradeep Chatterjee



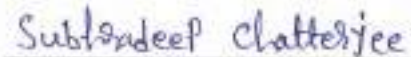
Signature of Subhradeep Chatterjee
attested by Arun Kumar Kedia

AUTHORIZATION LETTER

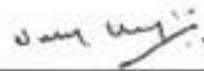
I, **Umang Chhaparia** of 2, Justice Chandra Madhab Road, South City Galaxy, Flat-14B, Kolkata-700020 the undersigned do hereby authorize **Subhradeep Chatterjee**, son of Late Ranjit Chatterjee of Purbachal, Lane No.12, Rajarhat Gopalpur (M), North 24 Parganas, West Bengal-700136, to put his signature as authorized representative of the LLP's namely **Anadya Projects LLP, Hopewell Residency LLP and Jhnvi Properties LLP** as because I am not able to be present personally before the registry office to execute the development agreement and power of attorney and to represent the LLP's before the Registry Office so I authorize him to do all the registry work in respect of the LLP's above named.



Signature of Umang Chhaparia



Signature of Subhradeep Chatterjee



Signature of Subhradeep Chatterjee
attested by Umang Chhaparia





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 19042000200687/2023






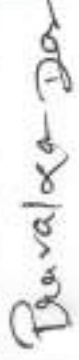
I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	<i>SUBHRADEEP</i> Shri. ARUN KUMAR CHATTERJEE KEDIA BF-188 Sector-1, 14, Rajarhat Gopalpur Salt Lake City, City:- (m) R. Gopalpur P.O:- Bidhannagar, P.S:- Rajarhat Bidhannagar, District:- North 24-Parganas, West Bengal, India, PIN:- 700064 700136	Represent ative of Land Lord [ANADYA PROJECT S LLP] [JHNVI PROPER TIES LLP		<i>541</i> 	<i>Subhradeep Chatterjee</i> 27/01/2023
2	<i>SUBHRADEEP</i> Mr. UMANG CHATTERJEE CHHAPARA 2, Justice 12, Rajarhat Gopalpur Chandra-Madhab-Road, Flat No. 14B, City:- , R. Gopalpur P.O:- L.R.Serani, P.S:- Rajarhat Bhawanipore, District:- NORTH South 24-Parganas, West Bengal, India, PIN:- 700020 700136	Represent ative of Land Lord [HOPEWE LL RESIDEN CY LLP]			<i>Subhradeep Chatterjee</i> 27/01/2023





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
3	Shri ARUN KUMAR KEDIA BF-188, Sector-I, Salt Lake City, City:- , P.O:- Bidhannagar, P.S:- Bidhannagar, District:- North 24-Parganas, West Bengal, India, PIN:- 700064	Representative of Developer [KCK PROMOTERS PRIVATE LIMITED]		540 	 27.01.2023
SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Pravakar Das Son of Mr Sankar Das Nabagram, City:- , P.O:- Nabagram, P.S:-Shyampur, District:-Howrah, West Bengal, India, PIN:- 711315	Shri ARUN KUMAR KEDIA, Mr UMANG CHHAPARIA, Shri ARUN KUMAR KEDIA SUBHRADEEP CHATTERJEE		542 	 27.01.2023

Subhradeep Chatterjee

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





Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



250120232026765792

GRIPS Payment Detail

GRIPS Payment ID:	250120232026765792	Payment Init. Date:	25/01/2023 13:58:06
Total Amount:	75041	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	2197183334327	BRN Date:	25/01/2023 13:58:37
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr UMANG CHHAPARIA
Mobile: 9830096438

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192022230267657938	Directorate of Registration & Stamp Revenue	75041
Total			75041

IN WORDS: SEVENTY FIVE THOUSAND FORTY ONE ONLY.

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

PAID



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



192022230267657938

GRN Details

GRN:	192022230267657938	Payment Mode:	SBI Epay
GRN Date:	25/01/2023 13:58:06	Bank/Gateway:	SBlePay Payment Gateway
BRN :	2197183334327	BRN Date:	25/01/2023 13:58:37
Gateway Ref ID:	716285064	Method:	Axis Bank-Corporate NB
GRIPS Payment ID:	250120232026765792	Payment Init. Date:	25/01/2023 13:58:06
Payment Status:	Successful	Payment Ref. No:	2000200687/2/2023

[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr UMANG CHHAPARIA
Address:	2, JUSTICE CHANDRA MADHAB ROAD
Mobile:	9830096438
Email:	umangchhaparia@hotmail.com
Period From (dd/mm/yyyy):	25/01/2023
Period To (dd/mm/yyyy):	25/01/2023
Payment Ref ID:	2000200687/2/2023
Dept Ref ID/DRN:	2000200687/2/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000200687/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	75020
2	2000200687/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	75041

IN WORDS: SEVENTY FIVE THOUSAND FORTY ONE ONLY.

PAID

- 1.1.17** **“Project”** shall mean and include (a) development of Building Complex at the Project Land, (b) Transfer of the Transferable Areas to the Transferees and the collection of the Realizations from the Transferees and distribution of the same amongst the parties, (c) division of unsold residual areas, if any remaining, and (d) administration of Common Purposes until handing over to the Association, all as per the terms and conditions hereof.
- 1.1.18** **“Real Estate Laws”** shall mean Real Estate Regulation Act, 2016 and include the amendments and substitutes thereof and also all rules, regulations and byelaws in respect thereof.
- 1.1.19** **“Realization”** shall mean and include the amounts received against Transfer of or otherwise in respect of the Units, Parking Spaces and other Transferable Areas from time to time including the price/consideration, transfer/nomination acceptance charges, prime location charges, floor rise charges or any such charges if so charged from any Transferee; but shall not include any amounts received on account of (a) Pass Through Charges and (b) Extras and Deposits contemplated in clause 9.3 hereto.
- 1.1.20** **“Shares in land”** shall mean the proportionate undivided share in the land of whole or part of the Project Land attributable to any Unit.
- 1.1.21** **“Transfer”** with its grammatical variations shall include transfers primarily sale and transfer and otherwise as decided by the Developer in consultation with Owners;
- 1.1.22** **“Transferable Areas”** shall mean the Units, Parking Spaces, other constructed spaces, private/reserved terraces/roofs with or without any facilities and all other areas at the Building Complex and Project Land 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 right, benefit or privilege at the Building Complex and Project Land capable of being commercially exploited and wherever the context so permits shall include the Shares in land.
- 1.1.23** **“Transferees”** shall mean the persons to whom any Transferable Areas in the Project is Transferred or agreed to be Transferred.



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1.1.24 "Units" shall mean the independent and self-contained residential flats and/or apartments, non-residential office spaces, shops and other constructed spaces capable of being exclusively held used or occupied by person/s.

1.2 INTERPRETATION:

1.2.1 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 of such Schedule.

1.2.2 Headings, Clause Titles, Capitalized expressions and Bold expressions are given for convenience only.

1.2.3 Reference to the word "include" shall be construed without limitation;

1.2.4 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;

1.2.5 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.

SECTION-II # RECITALS AND REPRESENTATIONS:

2 RECITALS/REPRESENTATIONS:

2.1 RECITALS:

2.1.1 Owners are seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring about 19 (Nineteen) Cottahs 14 (Fourteen) Chittacks 4 (Four) Square Feet lying and situated at Premises No. 1, Sarkar Lane, Post Office and Police Station - Girish Park, Kolkata - 700 007 within the limits of Kolkata Municipal Corporation under Ward No. 25 (also referred to as the said Project Land).

2.1.2 Owners are now desirous that Project Land be utilized for the Project and pursuant to discussions between the parties and



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the representations as hereinafter contained, Owners have agreed to grant to the Developer exclusive rights and interest in respect of the Project Land whereby the Developer shall, inter alia, be entitled to the exclusive right to develop the Building Complex and Transfer the Transferable Areas to interested Transferees and shall be entitled to the Developer's Realization and Developer's Allocation and other benefits and Owners shall, inter alia, be entitled to Owners' Realization Share and Owners' Allocation and other benefits.

2.2 REPRESENTATIONS:

2.2.1 REPRESENTATIONS OF OWNERS: Owners made the following several representations, assurances and warranties to the Developer for the purpose of entering upon this Agreement and the transaction envisaged herein:

- (i) That Owners are the solely and absolutely entitled to the rights of the Project Land with good marketable title.
- (ii) That the Project Land is free from all Encumbrances whatsoever or howsoever.
- (iii) That Owners have caused its name to be mutated in the records of the concerned Municipality in respect of the Project Land.
- (iv) That the Project Land is fit for the Project.
- (v) That subject to the terms hereof, there is no difficulty in the compliance of the obligations of Owners hereunder.

2.2.2 REPRESENTATIONS OF DEVELOPER: The Developer has represented and assured Owners, inter alia, as follows:-

- (i) The Developer is carrying on the business of construction and development of real estate and has infrastructure, expertise and resources in this field.
- (ii) The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.
- (iii) Subject to the terms hereof, there is no difficulty in compliance of the obligations of the Developer hereunder.



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- 2.3** The parties are now entering upon this Agreement to put into writing all the terms and conditions agreed between them in connection with the Project and the respective rights and obligations of the parties in respect of the same as hereinafter contained.

SECTION-III # WITNESSETH:

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

3 AGREEMENT AND CONSIDERATION:

- 3.1** Owners hereby grants to the Developer exclusive rights, interest and authority in respect of the Project Land to develop the same by constructing the Building Complex thereon and to Transfer the Transferable Areas therein in the manner herein stated and to be entitled to the Developer's Allocation and other rights as morefully hereinafter contained and in consideration thereof and further in consideration of the obligations, covenants, terms and conditions contained herein and on the part of Owners to be observed, fulfilled and complied with, the Developer has agreed to the same on the terms and conditions hereinafter contained.
- 3.2** With effect from the date hereof, the Developer shall have the sole and exclusive rights, authorities and entitlements to (a) develop and construct or cause to be developed and constructed the Building Complex at the Project Land and (b) administer the Project in the manner and until the period as morefully contained herein and (c) Transfer the Transferable Areas in the manner herein stated and (d) Developer's Realization Share (e) the Developer' Allocation and (f) all other properties benefits and rights of the Developer hereunder **And** the Owners shall be entitled to the (a) Owners' Realization Share (b) Owners' Allocation and (c) all other properties benefits and rights of Owners hereunder on and subject to the terms and conditions hereinafter contained.
- 3.3** The Building Complex shall be constructed or caused to be constructed by the Developer at its own costs and expenses. Owners hereby agrees to transfer the shares in land attributable to the Transferable Areas in favour of the concerned Transferees and the consideration for the same shall be the Owners' Realization Share.
- 3.4** The agreement and the rights of the Developer shall be and remain valid and subsisting at all times and cannot be unilaterally cancelled



[Handwritten signature]

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27 JAN 2023

by Owners except only in accordance with any specific terms and conditions mentioned herein.

4 LAND RELATED OBLIGATIONS OF OWNERS:

- 4.1 ATTRIBUTES REQUIRED FOR SAID LAND:** Owners shall be wholly responsible and liable to cause and ensure the availability of the Project Land towards the development and Transfer in terms hereof. Owners shall comply with and meet the following criteria and requirements:
- 4.2 Marketable Title:** Owners shall make out and keep and maintain good marketable title to the Project Land. Owners shall have complete responsibility in respect of the title of the Project Land and for ensuring a marketable title in respect of the Project Land to the Developer and all Transferees and Owners agrees not to create any Encumbrance or do any act deed or thing which may result in any defect in their title to the Project Land.
- 4.3 Free from Encumbrances:** Owners shall be liable and responsible for any Encumbrances in respect of the Project Land with effect from the date hereof and shall cause and ensure that the Project Land is free from any Encumbrance, restriction or prohibition for its development and/or Transfer in any manner. In case any Encumbrances is found at any time or any local problem, claims, objections or litigations on title or possession is found or arises, the Owners shall be responsible to clear the same at its own costs and expenses.
- 4.4 Boundary Wall and Direct Access:** The Project Land is secured by boundary walls with proper entry/exit gates.
- 4.5 Mutation:** Owners has mutated its name in respect of the Project Land in the records of the concerned Municipality.
- 4.6 Physical Possession:** There is or shall be no claim or interference or obstruction of any other person as regards possession of the Project Land or any part thereof.
- 4.7 Clearances:** Owners have already obtained No Objection Certificate bearing no.788/ULC/Kolkata/2022 dated 7.02.2022 from the Competent Authority under Urban Land (Ceiling and Regulation) Act, 1976 and have also caused to sanction a Building Plan bearing no. 20222040035 of 2022 from the Kolkata Municipal Corporation. Further the Owners shall apply for and obtain all other permissions,



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clearances or certificates including but not limited to modifications of Building Plans from any Appropriate Authority as may be required in respect of the Project Land or to commence development on the Project Land.

- 4.8 Municipal and statutory Dues:** Owners shall at its own costs and expenses, bear and pay the municipal and all other rates taxes land revenue and other dues and outgoings in respect of the Project Land till the receipt of all clearances for commencement of construction and/or handing over vacant possession of the Project Land, whichever event happens later.

5 ENTRY :

- 5.1** With effect from the date of execution of this Agreement, the Developer shall have the full free and unfettered right to enter upon the Project Land for the purpose of survey, soil testing, planning and preparation of plans, inspection and other initial works pertaining to the proposed development.
- 5.2** With effect from the date of sanction of Building Plans, the Developer shall have the full, free and unfettered right to enter upon the Project Land and carry out all development activities and to keep the same secured by appointing its security personnel.
- 5.3** It is hereby expressly agreed by and between the parties hereto that the possession of the Project Land shall not be given or intended to be given to the Developer under any circumstances whatsoever including in part performance as contemplated by Section 53A of the Transfer of Property Act 1882 read with Section 2(47)(v) of the Income Tax Act 1961. The possession, juridical or otherwise, of the Project Land shall remain vested in Owners until such time the Completion of Construction of the Building Complex and thereafter such possession shall be jointly held by Owners and Developer save the areas delivered to the Transferees or those that may be separately allocated amongst the parties.

6 PLANNING OF THE PROJECT:

- 6.1 PLANNING:** The planning and layout for the development of the Project Land including, inter alia, the decision on the size and height each thereof, the design, concept and layout of the Building Complex and also of landscaping, plantation, walkways, driveways at the Project Land, the number and area and type of use of Units and other Transferable Areas in the New Building and other portions of the



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Project Land with sharing of all/any facilities/infrastructure shall be done by the Developer.

6.2 SURVEY AND SOIL TESTING: The Developer shall at its own costs and expenses carry out necessary survey and soil testing and other preparatory works in respect of the Project Land.

6.3 BUILDING PLANS:

6.3.1 PREPARATION AND APPROVAL: The Developer shall cause to be prepared the proposed Building plans.

6.3.2 MODIFICATIONS AND ALTERATIONS: The Developer shall be entitled from time to time to cause modifications and alterations to the new sanctioned plans or revised sanctioned plans in such manner and to such extent as the Developer may deem fit and proper.

6.3.4 APPROVALS FOR SANCTION AND DEVELOPMENT: Owners shall obtain all the clearances, permissions, no objection certificates and other approvals required for sanction of the Building Plans and carrying out the development at the Project Land, including those required from Pollution Control Authority, Airport Authority, Fire Service Authorities, Police Authorities, Municipal Authorities any other Statutory Authorities and shall be entitled to gift portions of the Project Land to concerned Municipality in connection with sanction of plans. The Owners have also caused to sanction a Building Plan bearing no. 20222040035 of 2022 from the Kolkata Municipal Corporation and shall cause to commence construction immediately after the date of this Agreement. The Developer shall obtain necessary partial and/or full Completion/Occupancy Certificate from the concerned Municipality at its own cost.

7. CONSTRUCTION OF THE PROJECT:

7.1 BOUNDARY WALL: The Developer shall, if required, repair the boundary walls wherever damaged.

7.2 GOOD CONSTRUCTION: The Developer shall construct erect and carry out the development at the Project Land or cause the same in a good and workman like manner with good quality of materials with the specifications mutually agreed and accepted between the parties and upon due compliance of the Building Plans and laws affecting the same. The Developer shall have the sole and complete rights and obligations in respect of all aspects of development and construction.



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Owners shall not be responsible for any accident or mishap at the project site during construction.

- 7.3 TEAM:** The entire team of people required for the execution of the Project shall be such person as may be selected and appointed by the Developer in its sole discretion. The Architect for the Building Complex shall be selected by the Owners. All persons employed by the Developer for the purpose of construction such as contractors, labourers, care-takers etc., shall be the persons under the appointment from and/or employees of the Developer and Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc. or their acts in any manner whatsoever and shall have no responsibility towards the contractors labourers caretaker etc. or for the compliance of the provisions of labour laws, payment of wages, payment of P.F., E.S.I. etc., maintenance of records of labourers etc. and all the responsibilities in this regard shall be that of the Developer and Owners shall be kept protected and harmless against any action, if taken against Owners for non-compliance or violation of the said requirements.
- 7.4 UTILITIES:** The Developer shall at its own costs and expenses be entitled to utilize the existing available and/or modify or alter or apply for and obtain new connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities (whether temporary or permanent) from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the proposed Project.
- 7.4.1 COMMON AREAS AND INSTALLATIONS:** The Developer shall identify the Common Areas and Installations in the Project Land meant jointly or individually for the Building Complex and/or the Project Land as a whole and also for all or some of the Transferees and/or Transferable Areas. The Developer shall be entitled to:-
- 7.4.2** Allow or permit only phase-wise and/or provisional and/or partial use of any of the Common Areas and Installations until completion of construction of the Project or until such earlier time as the Developer may deem fit and proper;
- 7.4.3** Provide for separate entrances and other Common Areas and Installations for different groups of Transferees.



ADDITIONAL INFORMATION
DATE: 27 JAN 1973

7.5 MANAGEMENT, CONTROL & AUTHORITY: With effect from the date of execution of this Agreement, the Developer shall have exclusive and unobstructed right to administer the Project till formation of the Association or such earlier time as the Developer may desire. Owners hereby agree and confirm that the Developer shall have all the authority to carry out the planning and development of the Project including the following:-

7.5.1 to set up site office, put up the hoardings/boards, bring out brochures and commence the preparatory works for Transfer of the proposed Project at the Developer's cost.

7.5.2 to display the board/hoardings of its group companies at the Project Land and the Building Complex.

7.5.3 To apply for and obtain all permissions, approvals and clearances from any Appropriate Authority for all or any of the purposes connected with the development or Transfer of the Building Complex from the Government or any other person.

7.5.4 To represent Owners before all Appropriate Authorities and Government and also all electricity, water, drainage, sewerage, technology driven and other service providers.

7.5.5 To pay various fees, costs and charges to the concerned authorities as may be necessary for the purpose of carrying out the development work on the Project Land and to claim refund of such deposits so paid and to give valid and effectual receipts in connection with the refund of such deposits in its own name or in the name of Owners, as may be required.

7.5.6 To obtain necessary partial and/or full Completion/ Occupancy Certificate from the concerned Municipality.

7.6 NAME: The name of the Project shall be such as the Developer and Owners may mutually decide.

7.7 TIME & COSTS FOR PLANNING AND CONSTRUCTION:

TIME: Subject to Owners not being in default in compliance of its obligations hereunder and subject to Force Majeure, the Developer shall cause to be completed the construction of the Project as sanctioned within 30 months from the date of receipt of all Clearances for commencement of the Project and commencement of construction.



ADDITIONAL REGISTRAR
OF ASSURANCES

27 JAN 2023

- 7.8** There shall be an extended period of 12 (twelve) months beyond the time stipulations mentioned above.
- 7.9** In addition to the above it is expressly agreed and provided that in case of there being any dispute or litigation or claim pertaining to the title of the Project Land or any non-compliance of the obligation of Owners, then until resolution of such dispute or litigation or claim and/or compliance of the concerned obligation by Owners, the time for compliance of its obligations by the Developer shall not be counted and ipso facto stand added to the time granted to the Developer. This shall be without prejudice to the other rights and remedies of the Developer hereunder.
- 7.10 COMPLETION OF CONSTRUCTION:** The construction of New Buildings shall be deemed to have been completed on the issuance of Completion Certificate in respect thereof by the concerned Municipality.
- 7.10.1** It is clarified that the elevation works and decoration and beautification works, landscaping works, pavements, permanent connections relating to the common amenities may be continued and carried out after Completion of Construction. Such works, however, must be completed within a period of 6 months from the date of issuance of Completion Certificate by the concerned Municipality.
- 7.11 COSTS AND EXPENSES:** All costs of construction and development of the Building Complex at the Project Land shall be borne and paid by the Developer.
- 7.12 ADDITIONAL/FURTHER CONSTRUCTION:** Upon sanction of the Building Plans, the Developer shall, if so and as is thereafter possible/permissible to be caused to be sanctioned and constructed, be entitled (and not obliged) to apply for sanction of additional/further constructions (including any incremental parking space) beyond those sanctioned under the Building Plans. In case such additional area is sanctioned, the same shall form part of the Transferable Areas. The sanction fee and cost of sanction of the same shall be borne and paid by Owners/Developer, as mutually agreed and the costs of construction of this additional area shall be borne and paid by the Developer and the time taken due to Additional/further construction shall be added to the time stipulated for sanction and construction hereunder.



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ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
27 JAN 2023

8. TRANSFER AND MANNER:

8.1 TRANSFER: The Transfer of all Transferable Areas in the Project (save as provided in Clause 10 hereto) shall be under the control and management of the Developer. The parties shall Transfer the Transferable Areas to the Transferees selected by the Developer wherein the proportionate shares in the land attributable to the concerned Transferable Areas shall be Transferred or agreed to be Transferred by Owners in the manner hereinafter provided and the constructed areas and all other rights, title or interest shall be Transferred or agreed to be so done by the Developer and Owners collectively in the manner hereinafter provided.

8.2 MANNER OF TRANSFER: The parties agree to the following terms and conditions in respect of the Transfer:-

8.2.1 Rate and Price for Transfer: The rates at which the Developer shall take booking for Transfer of the Transferable Areas shall be such as finalized by the Developer

8.2.2 Publicity: The Developer shall have exclusive rights in respect of the advertisement and signages to be placed at the Project Land and the Building Complex. The Developer shall be entitled to advertise for Transfer of the Project in all media. The Developer shall negotiate and settle the costs and other terms with marketing and publicity agents and use its brands and logo in publicity materials and media.

8.2.3 Marketing Agents: The marketing of the Project shall be done by the Developer directly or through Marketing Agents, brokers, sub-brokers and other agents selected, appointed or discontinued by the Developer.

8.2.4 Bookings and Allotments: The Developer shall accept bookings and make allotments, in respect of any Unit, Parking Space or other Transferable Areas in favour of any Transferees and to cancel revoke or withdraw the same if the situation so warrants according to the Developer.

8.2.5 Signature to Agreements and Deeds: The agreements and final Transfer deeds or deeds relating to Transfer of the Units, Parking Spaces and other Transferable Areas shall be executed by the authorized signatory of both Owners and the Developer. The Owners shall also by power of attorney to be executed in pursuance hereof authorize the Developer or its nominee to



ADDITIONAL REGISTRAR
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sign the Agreement For Sale, Conveyance Deed and other documents of Transfer on behalf of Owners.


- 8.2.6** The Developer shall deliver possession of the Transferable Areas (except unsold areas, if any, allocated to the Owners) directly to the Transferees thereof.
- 8.3 ADVOCATES:** All documents of transfer or otherwise shall be such as be drafted by SAMYAKK ATTORNEYS of 3rd floor at No. 85A, Sarat Bose Road, Kolkata - 700 026.
- 8.4 MARKETING AND BROKERAGE COSTS:** The marketing and publicity with related advertisements shall be done as mutually agreed by and between the parties
- 8.5 LOANS BY TRANSFEREES:** The Transferees shall be entitled to take housing loans for the purpose of acquiring specific Units and Transferable Areas from banks, institutions and entities granting such loans. Owners and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents etc. as be required in this regard by such banks, institutions and entities Provided That there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Project/Project Land except the Unit and appurtenances under Transfer and save those occasioned due to cancellation of the agreement with the Transferee.
- 8.6** The Developer shall be entitled from time to time and at all times to deliver the title Deeds and create an equitable mortgage thereof in favour of any bank and/or financial institution who may be providing construction loans, advances or finances to the Developer without the consent of the Owners. Further, Owners agrees to cooperate with the Developer and do all acts, deeds, matters and things necessary for the Developer to obtain construction loans, advances or finances for the purpose of the Project.
- 9. FINANCE: REALIZATIONS, EXTRAS AND DEPOSITS AND DISTRIBUTION:**
- 9.1** Owners shall be entitled to its share of the Realizations as per the Agreed Ratio and the Developer shall be entitled to (a) its share of the Realizations as per the Agreed Ratio and (b) the entirety of all Extras and Deposits.



REGISTRAR OF COMPANIES
INDIA
27 JAN 2023

- 9.2 MODUS OF DISTRIBUTION:** The Developer shall be entitled to receive the Realizations (including booking amounts, earnest money, part payments, and consideration), Pass Through Charges, Extras & Deposits and other amounts on any account receivable from the Transferees and other persons in respect of the Project. All Extras & Deposits shall be taken separately by the Developer in the name of the Developer alone. The funds from the Developer to the respective bank accounts of Owners shall be transferred on a monthly basis or as mutually agreed by the Parties.
- 9.3 EXTRAS AND DEPOSITS:** All Extras and Deposits that may be agreed to be charged by the Developer directly from any Transferee shall be taken and deposited by the Developer separately in its separate bank accounts.
- 9.4 ACKNOWLEDGMENTS:** The Developer shall be and is hereby authorized to issue receipts on behalf of itself and Owners for the amounts so received which shall fully bind both Owners and the Developer.
- 9.5 ACCOUNTS:** The Developer shall maintain proper separate accounts pertaining to all the transactions relating to Transfer of the Project and the Extras, Deposits and other amounts received by the Developer in connection therewith.
- 9.6 QUARTERLY REPORTS:** The Developer shall send to Owners quarterly reports pertaining to Transfer of Transferable Areas by the Developer.
- 9.7 ERRORS AND OMISSIONS:** All payments made by the parties to each other shall be subject to any errors or omissions and the consequent accounting and settlement when detected.
- 9.8 RECORDS AND INSPECTION:** The records of Transfer of the Project shall be kept at the place of business of the Developer. For the purpose of accounting and settlement, the parties shall, if so required by the Developer or found necessary, make all necessary entries and adjustments in their respective books of accounts in respect of their respective shares arising from the Transfer of the Project.
- 9.9 FINAL ACCOUNTS:** After fulfillment of this Agreement or at such time as the parties mutually agree, the final accounts pertaining to the entire period of continuance of this Agreement shall be made and finalized by the parties.




ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
27 JAN 2023

9.10 ACCEPTANCE OF ACCOUNTS: The accounts as on any given date shall be deemed to be final and accepted (save for any errors or omissions on the face of the record) if no objection from any party is received in respect thereon within **45 (forty-five) days** of such given date.

10. UNSOLD AREAS, IF ANY, ON COMPLETION :

10.1 In case upon expiry of **6 (six) months** from the date of Completion of Construction of the Building Complex, there be or remain unsold Transferable Areas (for which no agreement is entered with any Transferee), the parties may, upon notice in writing given by either party to the other requiring separate allocation and within **15 (fifteen) days** of delivery of such notice, by mutual consent of the Developer and Owners divide and allocate separate areas out of such unsold areas (hereinafter referred to as "the Residual Areas") on the terms and conditions as may be mutually agreed.

11. COMMON PURPOSES AND MAINTENANCE IN-CHARGE:

11.1 COMMON PURPOSES: The Transferees shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Developer and adopted for or relating to the Common Purposes of managing, maintaining, administering, up-keep and security of the Project and in particular the Common Areas and Installations.

11.2 MAINTENANCE IN-CHARGE: The Developer shall upon Completion of Construction of the Project form one or more Maintenance Company and/or Association for the Common Purposes and till then, the Developer or its nominee shall be in charge for the Common Purposes. The Developer shall not be bound to continue with such responsibility of administration of the Common Purposes beyond **6 (six) months** from the Completion of Construction of the Building Complex.

11.3 Until formation of the Association and handover of the charge of the Common Purposes or any aspect thereof to the Association, the Developer shall be free to appoint different agencies or organizations for any activities relating to Common Purposes at such consideration and on such terms and conditions as the Developer may deem fit and proper in consultation with Owners. All charges of such agencies and organizations shall be part of the Common Expenses.



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ADDITIONAL REGISTRAR
OF ASSURANCE IN KOLKATA

27 JAN 2023

- 11.4** Notwithstanding any formation of Association or handover of charge to it, neither the Association nor the members thereof or any Transferee shall be entitled to frame any rule or regulation or decide any condition which may affect any right or privilege of the parties hereto.

12. COVENANTS BY OWNERS:

- 12.1** Owners do hereby covenant with the Developer as follows:-

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

12.1.2 That Owners shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Developer.

- 12.2 COVENANTS BY THE DEVELOPER:** The Developer doth hereby covenant with Owners as follows:-

12.2.1 That the Developer doth hereby agree and covenant with Owners not to do any act deed or thing whereby any right or obligation of Owners hereunder may be affected or Owners is prevented from making or proceeding with the compliance of the obligations of Owners hereunder.

12.2.2 That the Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and shall not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.

12.3 GST AND TDS ETC.:

12.3.1 The parties shall respectively discharge statutory compliances in respect of TDS (Tax Deducted at Source) or Income Tax related compliances as well as GST (Goods and Service Tax) in respect of their respective rights, benefits and obligations under or arising out of this agreement.



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REGISTRAR OF ASSURANCES
GOVERNMENT OF KARNATAKA
27 JAN 2023

13. FORCE MAJEURE: Notwithstanding anything elsewhere to the contrary contained in this Agreement, neither of the parties hereto shall be considered to be in default in performance of their respective obligations or be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the Force Majeure and time for performance shall remain suspended during the duration of the Force Majeure. "**Force Majeure**" shall mean any event or combination of events or circumstances beyond the control of a Party, which cannot be prevented or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under this Agreement including (a) Acts of God i.e. fire, draught, flood, earthquake, storm, lightning, pandemic, epidemics and other natural disasters; (b) Explosions or accidents, air crashes; (c) General strikes and/or lock-outs, 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; (f) Non functioning of any existing or new Appropriate Authorities due to any reason whatsoever and (g) any other event or circumstance which is beyond the control of the parties.

14. POWERS OF ATTORNEY:

14.1 Owners shall with the execution of this Agreement execute and/or register Powers of Attorney in favour of the Developer or such other person as may be nominated from time to time granting all necessary powers and authorities required by the Developer to effectuate and implement this Agreement

14.2 If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned herein, Owners shall grant the same to the Developer and/or its nominees at the latter's costs and expenses.

14.3 AUTHORITY AND ADDITIONAL POWERS: It is understood that to facilitate the Project, various acts deeds matters and things not herein specified may be required to be done by the Developer for which the Developer may need the authority of Owners for making or signing of various applications and other documents relating to which specific provisions may not have been mentioned herein. 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 Owners shall execute any such additional Power of



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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
27 JAN 2023

Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and Owners also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.

- 14.4** The said power or powers of attorney to be so granted by Owners to the Developer and/or its nominee/s shall form an integral part of this Agreement and Owners shall not be entitled to modify or alter the same without the prior written consent of the Developer.

15. OTHER TERMS AND CONDITIONS:

- 15.1 PROPERTY TAXES AND OUTGOINGS:** Till the date of execution of this Agreement, all taxes and outgoings on account of municipal/property tax, land tax and other outgoings on the Project Land shall be borne and paid by Owners and those arising for the period thereafter shall be borne and paid by the Developer.

- 15.2 INDEMNITY BY OWNERS:** At all times hereafter 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 Owners being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by Owners.

- 15.3 INDEMNITY BY DEVELOPER:** At all times hereafter the Developer hereto shall indemnify and agree to keep Owners, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by 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 by the Developer.

- 15.4 NO PARTNERSHIP OR AOP:** 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 (AOP).



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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
27 JAN 2023

- 15.5 NOT A PRESENT TRANSFER:** Nothing in this Agreement is intended to or shall be construed as a transfer of possession of the Project Land at present in favour of the Developer.
- 15.6 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 any occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.
- 15.7 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.
- 15.8 PART UNENFORCEABILITY:** If any provision of this Agreement or the application thereof to 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 any invalid or unenforceable provision with 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.
- 15.9 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 Owners and the Developer.

16. NO CANCELLATION :

None of the parties shall be entitled to cancel and/or rescind this agreement and in the event of any default and/or breach by any party (hereinafter referred to as the DEFAULTING PARTY) the other party shall be entitled to sue the defaulting party for specific performance of this agreement and for other consequential reliefs.



REPUBLIC OF THE ADIGE RIVER
ADIGE RIVER
27 JAN 2003

17. **NOTICES:** 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 despatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered speed post without the same being served. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid.
18. **ARBITRATION:** All disputes and differences between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/or the Project Land or determination of any liability shall be referred to arbitration and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment for the time being in force. In connection with the said arbitration, the parties have agreed and declared as follows:
- 17.3.1 The Arbitration Tribunal shall have summary powers and will be entitled to lay down their own procedure.
- 17.3.2 The Arbitration Tribunal will be at liberty to give interim orders and/or directions.
- 17.3.3 The parties agree to abide by all their directions and/or awards
19. **JURISDICTION:** Only the Calcutta High Court and those having territorial jurisdiction over the Project Land 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.



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OF ASSURANCES, KOLKATA
27 JAN 2023

SECTION-IV # SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

(PROJECT LAND)

ALL THAT piece and parcel of land measuring about 19 (Nineteen) Cottahs 14 (Fourteen) Chittacks 4 (Four) Square Feet lying and situated at Premises No. 1, Sarkar Lane, Post Office and Police Station – Girish Park, Kolkata - 700 007 within the limits of Kolkata Municipal Corporation under Ward No. 25, being Assessee No. 110254400014 which is butted and bounded in the following manner :

- ON THE NORTH** : By Premises No. 3/1C, 3/1d and 3A, Sarkar Lane, Kolkata;
- ON THE SOUTH** : Partly by each of the Premises Nos. 161, 159A, 155/1A and 157, Muktaram Babu Street, Kolkata;
- ON THE EAST** : By 12 feet wide Sarkar Lane;
- ON THE WEST** : Partly by Premises No. 149A, Muktaram Babu Street and partly by Premises No. 157, Muktaram Babu Street, Kolkata.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(COMMON AREAS AND INSTALLATIONS)

1. For top of the roof, staircase on all floors, staircase landing on all floors.
2. Common passage from the main entrance to the ground floor staircase landing.
3. Water pump, water tank, underground and overhead and other plumbing installations and pump room under the staircase.
4. Electrical wiring, motor, electrical fittings (except those which are installed for any particular unit) etc.
5. Drainage and sewers.
6. Boundary walls and main gate.
7. Such other fittings equipments and fixtures which are being used commonly either for the common purpose or needs for using the individual facilities/amenities



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ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
27 JAN 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 within named **OWNERS** at Kolkata in the presence of:

1. *Umay Chatterjee*
UJANGU CHHAPARIA
2, Justice Chandra Mohan Road,
Flat 14-B, Juthaity Colony Apt, K-1-700020
2. *Branakalor Das*
85A Sarat Bose Road
K-1-26

SIGNED SEALED AND DELIVERED

by the within named **DEVELOPER** at Kolkata in the presence of:

1. *Umay Chatterjee*
2. *Branakalor Das*

ANADYA PROJECTS LLP
Subhradeep Chatterjee
Designated Partner

JHNVI PROPERTIES LLP
Subhradeep Chatterjee
Designated Partner

Hopewell Residency LLP
Subhradeep Chatterjee
Designated Partner

KCK PROMOTERS PRIVATE LIMITED
Arun Kumar Kedia
Director

Drafted by me

Priyanka Dey

Priyanka Dey
Advocate























Allpore Judges Court

Consent No. F/1824/1189/2021



ADDITIONAL REGISTRAR
OF ASSURANCES IN KOLKATA
27 JAN 2023

SPECIMEN FORM FOR TEN FINGER PRINTS

Sl NO.	Signature of the executants and/or Pur					
1.	 <i>Subhanshu Chatterjee</i>					
		LITTLE	RING	MIDDLE	FORE	THUMB
		(LEFT HAND)				
						
		THUMB	FORE	MIDDLE	RING	LITTLE
		(RIGHT HAND)				
2.	 <i>Anur Kumar Kaul</i>					
		LITTLE	RING	MIDDLE	FORE	THUMB
		(LEFT HAND)				
						
		THUMB	FORE	MIDDLE	RING	LITTLE
		(RIGHT HAND)				
3.						
		LITTLE	RING	MIDDLE	FORE	THUMB
		(LEFT HAND)				
		THUMB	FORE	MIDDLE	RING	LITTLE
		(RIGHT HAND)				



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ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
27 JAN 2023

Major Information of the Deed

Deed No :	I-1904-01928/2023	Date of Registration	06/02/2023
Query No / Year	1904-2000200687/2023	Office where deed is registered	
Query Date	24/01/2023 5:21:04 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	PRAVAKAR DAS 85A, Sarat Bose Road, Jyoti Vihar, 3rd Floor, Thana : Bhawanipore, District : South 24-Parganas, WEST BENGAL, PIN - 700026, Mobile No. : 7501785960, Status :Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
	Rs. 4,71,41,137/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,120/- (Article:48(g))	Rs. 25/- (Article:E, E, M(b))		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Kolkata, P.S:- Jorasanko, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Sarkar Lane, , Premise: No: 1, , Ward No: 025 Pin Code : 700007

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	19 Katha 14 Chatak 4 Sq Ft		4,71,41,137/-	Width of Approach Road: 12 Ft.,
Grand Total :				32.8029Dec	0 /-	471,41,137 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	ANADYA PROJECTS LLP 8, Camac Street, 5th Floor, Room No. 502, City:- , P.O:- Park Street, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071 , PAN No.:: ABxxxxxx7E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	JHNVI PROPERTIES LLP 58F, Kali Krishna Tagore Street, City:- , P.O:- Bcaddon Street, P.S:-Jorabagan, District:-Kolkata, West Bengal, India, PIN:- 700007 , PAN No.:: AAxxxxxx3E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

3	HOPEWELL RESIDENCY LLP 8, Camac Street, 5th Floor, City:- , P.O:- Park Street, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017 , PAN No.:: AAxxxxxx6Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
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Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	KCK PROMOTERS PRIVATE LIMITED 8, Camac Street, 5th Floor, City:- , P.O:- Park Street, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071 , PAN No.:: AAxxxxxx1G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Shri SUBHRADEEP CHATTERJEE (Presentant) Son of Late RANJIT CHATTERJEE , 12, RAJARHAT GOPALPUR, City:- Kolkata, P.O:- R GOPALPUR, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700136, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , PAN No.:: ADxxxxxx3M, Aadhaar No: 49xxxxxxxx3070 Status : Representative, Representative of : ANADYA PROJECTS LLP (as AUTHORISED SIGNATORY), JHNVI PROPERTIES LLP (as AUTHORISED SIGNATORY)
2	Mr SUBHRADEEP CHATTERJEE Son of Mr RANJIT CHATTERJEE , 12, RAJARHAT GOPALPUR, City:- Kolkata, P.O:- R GOPALPUR, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700136, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , PAN No.:: ADxxxxxx3M, Aadhaar No: 49xxxxxxxx3070 Status : Representative, Representative of : HOPEWELL RESIDENCY LLP (as AUTHORISED SIGNATORY)
3	Shri ARUN KUMAR KEDIA Son of Late Jagadish Prasad Kedia BF-188, Sector-I, Salt Lake City, City:- , P.O:- Bidhannagar, P.S:- Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700064, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , PAN No.:: AFxxxxxx4H, Aadhaar No: 97xxxxxxxx1605 Status : Representative, Representative of : KCK PROMOTERS PRIVATE LIMITED (as DIRECTOR)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Pravakar Das Son of Mr Sankar Das Nabagram, City:- , P.O:- Nabagram, P.S:- Shyampur, District:-Howrah, West Bengal, India, PIN:- 711315			
Identifier Of Shri SUBHRADEEP CHATTERJEE, Mr SUBHRADEEP CHATTERJEE, Shri ARUN KUMAR KEDIA			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	ANADYA PROJECTS LLP	KCK PROMOTERS PRIVATE LIMITED-10.9343 Dec
2	JHNVI PROPERTIES LLP	KCK PROMOTERS PRIVATE LIMITED-10.9343 Dec
3	HOPEWELL RESIDENCY LLP	KCK PROMOTERS PRIVATE LIMITED-10.9343 Dec

On 27-01-2023

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

Presented for registration at 18:00 hrs on 27-01-2023, at the Private residence by Shri SUBHRADEEP CHATTERJEE .

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 4,71,41,137/-

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

Execution is admitted on 27-01-2023 by Shri SUBHRADEEP CHATTERJEE, AUTHORISED SIGNATORY, ANADYA PROJECTS LLP, 8, Camac Street, 5th Floor, Room No. 502, City:- , P.O:- Park Street, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071; AUTHORISED SIGNATORY, JHNVI PROPERTIES LLP, 58F, Kali Krishna Tagore Street, City:- , P.O:- Bcadon Street, P.S:-Jorabagan, District:-Kolkata, West Bengal, India, PIN:- 700007

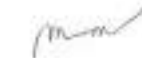
Indetified by Mr Pravakar Das, , Son of Mr Sankar Das, Nabagram, P.O: Nabagram, Thana: Shyampur, , Howrah, WEST BENGAL, India, PIN - 711315, by caste Hindu, by profession Service

Execution is admitted on 27-01-2023 by Mr SUBHRADEEP CHATTERJEE, AUTHORISED SIGNATORY, HOPEWELL RESIDENCY LLP, 8, Camac Street, 5th Floor, City:- , P.O:- Park Street, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017

Indetified by Mr Pravakar Das, , Son of Mr Sankar Das, Nabagram, P.O: Nabagram, Thana: Shyampur, , Howrah, WEST BENGAL, India, PIN - 711315, by caste Hindu, by profession Service

Execution is admitted on 27-01-2023 by Shri ARUN KUMAR KEDIA, DIRECTOR, KCK PROMOTERS PRIVATE LIMITED, 8, Camac Street, 5th Floor, City:- , P.O:- Park Street, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071

Indetified by Mr Pravakar Das, , Son of Mr Sankar Das, Nabagram, P.O: Nabagram, Thana: Shyampur, , Howrah, WEST BENGAL, India, PIN - 711315, by caste Hindu, by profession Service



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

On 30-01-2023

Payment of Fees

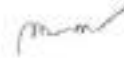
Certified that required Registration Fees payable for this document is Rs 25.00/- (E = Rs 21.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/01/2023 1:58PM with Govt. Ref. No: 192022230267657938 on 25-01-2023, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No. 2197183334327 on 25-01-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by online = Rs 75,020/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB. Online on 25/01/2023 1:58PM with Govt. Ref. No: 192022230267657938 on 25-01-2023, Amount Rs: 75,020/-, Bank: SBI EPay (SBIEPay), Ref. No. 2197183334327 on 25-01-2023, 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 06-02-2023

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 25.00/- (E = Rs 21.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 4.00/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 100.00/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 100979, Amount: Rs.100.00/-, Date of Purchase: 31/12/2022, Vendor name: J CHATTERJEE



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2023, Page from 117292 to 117330
being No 190401928 for the year 2023.



Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2023.02.07 10:46:42 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2023/02/07 10:46:42 AM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)