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AD 641331



Certified that the Document is admitted to Registration and that the endorsement of the Government is on the part of the Government

Additional Registrar of Assurances-IV, Kolkata

Additional Registrar of Assurances-IV, Kolkata

16 FEB 2022

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Two THIS AGREEMENT made this 16th day of February Two Thousand and Twenty

BETWEEN

1 PARTIES:

1.1 OWNER: RITZU GHOSAL son of Late Ajoy Ghosal residing at 1, N. G. Ghosal Road, Post Office Ariadaha, Police Station Belghoria, Kolkata - 700057, District North 24 Parganas having PAN AGRPG9656R hereinafter referred to as "the OWNER"

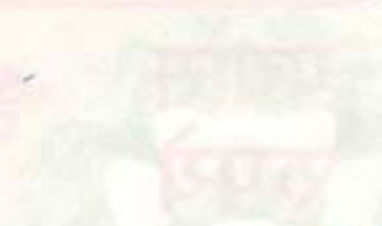
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INDIAN ASSURANCE CORPORATION



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Serial NO.
 Name.....
 Address.....
DSP LAW ASSOCIATES
 Advocates
 4D Nicco House
 1B & 2 Hare Street,
 Kolkata - 700001

DSP LAW ASSOCIATES
 Advocates
 4D Nicco House
 1B & 2 Hare Street,
 Kolkata - 700001

Prop:- Srikant Tiwari
 Licenced Stamp Vender
BACHA RANGA
 2 & 3 Bankshall Street
 Kolkata - 700 001

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NO 841331



WEST BENGAL

to be registered in the office of the Registrar of Assurances...

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to be registered in the office of the Registrar of Assurances...

THIS AGREEMENT made this 10th day of November 2021



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Parties: OWNER: RITVI CHOBAL... PARTNER: ...

ADDITIONAL REGISTRAR OF ASSURANCES, KOLKATA

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

GRN Details

GRN: 192021220184768938 Payment Mode: Online Payment (SBI Epay)
GRN Date: 15/02/2022 17:26:19 Bank/Gateway: SBlePay Payment Gateway
BRN : 5877977559140 BRN Date: 15/02/2022 17:02:01
Gateway Ref ID: 876816928 Method: Axis Bank-Retail NB
Payment Status: Successful Payment Ref. No: 2000430272/2/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: PRABHA LIFESTYLE HOMES LLP
Address: 51 VIVEKANANDA ROAD KOLKATA-700007
Mobile: 9830441566
EMail: prabhabackoffice@gmail.com
Depositor Status: Buyer/Claimants
Query No: 2000430272
Applicant's Name: Mr Subhash Naskar
Identification No: 2000430272/2/2022
Remarks: Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy): 15/02/2022
Period To (dd/mm/yyyy): 15/03/2022

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000430272/2/2022	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2000430272/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	51021
			Total	126042

IN WORDS: ONE LAKH TWENTY SIX THOUSAND FORTY TWO ONLY.



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16 FEB 2022

(which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his heirs executors administrators legal representatives and/or assigns) of the **ONE PART; AND**

- 1.2 **DEVELOPER: PRABHA LIFESTYLE HOMES LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its Registered Office at 51, Vivekananda Road, 4th floor, Kolkata-700007, Police Station and Post Office Burrabazar, having LLPIN AAQ-2876, PAN AAYFP0541R represented by its Designated Partner Mr. Harish Giria son of Lalit Giria of 18, Rabindra Sarani, Poddar Court, 7th Floor, Room No.703/704, Gate No. 4, Police Station and Post Office Bowbazar, Kolkata – 700001 having PAN AIRPG3901B 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 or successors-in-office and/or successors-in-interest and/or assigns) of the **OTHER PART**

SECTION-I # DEFINITIONS:

- 2 **DEFINITIONS:** Unless in this Agreement there be something contrary or repugnant to the subject or context:-
- 2.1.1 **“Agreed Ratio”** shall mean the ratio of sharing or distribution in Realizations and several other matters referred to herein between the Owner and the Developer which shall be 30% (Thirty percent) of the Owner and 70% (Seventy percent) of the Developer.
- 2.1.2 **“Appropriate Authorities”** shall according to the context mean all or any of the Central or State Government or any department thereof and/or its officers and functionaries and also all other State, Executive, Judicial or Quasi-Judicial authorities, Local Authority, Government Company, Statutory Bodies and/or other authorities and include Kamarhati Municipality, Kolkata Metropolitan Development Authority, Collector, Municipal Engineering Directorate, Zilla Parishad, Planning Authority, Development Authority, B.L.&L.R.O., D.L.&L.R.O., Collector, Real Estate Authorities, Fire Brigade, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Airport Authority, Police Authorities, Law Enforcement Authorities, Pollution Control Authorities, Fire Service Authorities, Insurance Companies, Income Tax Authorities, Goods and Service Tax Authorities, Courts, Tribunals, Judicial and Quasi-Judicial authorities and forums having jurisdiction over the relevant activity and include the concerned Service/Utility Providers for electricity, water, drainage, sewerage, lift, generator, telecom, television, wireless connectivity, digital and other utilities whatsoever or howsoever.
- 2.1.3 **“Building Complex”** shall mean and include the Subject Property and the New Buildings thereat with the Common Areas and Installations and all other open and covered spaces thereat.

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- 2.1.4 **"Building Plans"** shall mean the plans for construction of the New Buildings to be caused to be sanctioned by the Developer from the Kamarhati Municipality and/or other Appropriate Authorities and include all modifications and/or alterations as may be made thereto as also all extensions and/or renewals thereof.
- 2.1.5 **"Common Areas and Installations"** shall mean such parts, portions and areas in the Subject Property which the Developer may from time to time identify and earmark for common use by all or any one or more of the Transferees or any other person in common with the Owner and/or the Developer and include any variations or relocations thereof as may be made by the Developer in consultation with the Owner. A list of tentative Common Areas and Installations is given in the **SECOND SCHEDULE** hereto.
- 2.1.6 **"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.
- 2.1.7 **"Completion of Construction"** in respect of any Unit or New Buildings or part thereof forming part of the Building Complex shall mean the compliance of requirements mentioned in clause 8.13.2 hereto.
- 2.1.8 **"Developer's Realization Share"** shall mean and include 70% (Seventy percent) of the Realizations to belong to the Developer.
- 2.1.9 **"Developer's Allocation"** shall mean and include the Developer's Realization Share and include all other properties and rights belonging to the Developer in terms hereof.
- 2.1.10 **"Encumbrances"** shall include mortgages, charges, security interest, liens (including negative lien), lis pendens, hypothecations, attachments, leases, tenancies, bargadar, occupancy rights, licenses, uses, debutters, trusts, bankruptcy, insolvency, wakfs, acquisition, requisition, vesting, any other encumbrance, claims, demands and liabilities whatsoever or howsoever;
- 2.1.11 **"Extras and Deposits"** shall mean the amounts mentioned in **FOURTH SCHEDULE** hereto subject to any variations as per Clause 12.3 hereto.
- 2.1.12 **"Force Majeure"** shall mean any event or combination of events or circumstances beyond the control of a Party including (a) Acts of God i.e. fire, draught, flood, earthquake, storm, lightning, epidemics, pandemic 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

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16 FEB 2022

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 including any lockdown imposed by the Government of India or the Government of West Bengal.

- 2.1.13 **"New Buildings"** shall mean the one or more buildings and other structures to be constructed from time to time at or portion/s of the Subject Property.
- 2.1.14 **"Owner's Realization Share"** shall mean and include 30% (Thirty percent) of the Realizations to belong to the Owner.
- 2.1.15 **"Owner's Allocation"** shall mean and include the Owner's Realization Share and include all other properties and rights belonging to the Owner in terms hereof.
- 2.1.16 **"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 at the open area for parking of motor cars and/or two-wheelers.
- 2.1.17 **"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.
- 2.1.18 **"Real Estate Laws"** shall mean the Real Estate (Regulation and Development) Act, 2016 as applicable to West Bengal and include all the amendments and substitutes thereof and also all rules, regulations and byelaws framed thereunder.
- 2.1.19 **"Realization"** shall mean and include the amounts received or receivable (according to the context) from time to time against Transfer of or otherwise in respect of the Units, Parking Spaces and other Transferable Areas including price, PLC (if any), Floor Rise Escalation (if any); but shall not include any amounts received on account of (a) Pass Through Charges and (b) Extras and Deposits;
- 2.1.20 **"Shares in land"** shall mean the proportionate undivided share in the land of whole or part of the Subject Property attributable to any Unit.
- 2.1.21 **"Subject Property"** shall mean the pieces or parcels of land in premises No.22, Feeder Road, Kolkata 700057 within Kamarhati Municipality in Mouza Ariadaha Kamarhati, J. L. No. 1, Police Station – Belghoria (formerly Baranagar), in the District of North 24 Parganas and morefully and particularly described in the **FIRST SCHEDULE** hereunder written.
- 2.1.22 **"Transfer"** (with grammatical variations) shall insofar as the same relates to Units shall mean transaction of sale and insofar as the other Transferable Areas shall mean transaction by sale, grant or otherwise.

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- 2.1.23 "Transferable Areas"** shall mean the Units, Parking Spaces, private/reserved terraces/roofs with or without any facilities and all other areas at the Building Complex capable of being transferred independently or by being added to the area of any Unit or by making the same appurtenant to any Unit or otherwise and shall also include any area, right or privilege at the Building Complex capable of being commercially exploited or transferred for consideration in any manner and include the proportionate undivided shares in land and/or the Common Areas and Installations appurtenant to the Units.
- 2.1.24 "Transferees"** shall mean the persons to whom any Transferable Areas in the Building Complex is Transferred or agreed to be Transferred.
- 2.1.25 "Units"** shall mean the independent and self-contained residential apartments and non residential shops, offices and other spaces including any private/reserved terraces/roofs capable of being exclusively held used or occupied by a person.

2.2 INTERPRETATION:

- 2.2.1** 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.
- 2.2.2** Headings, Clause Titles, Capitalized expressions and Bold expressions are given for convenience only and shall not be used for or influence the interpretation of any clause or sub-clause hereof.
- 2.2.3** Words of any gender are deemed to include those of the other gender;
- 2.2.4** Words using the singular or plural number also include the plural or singular number, respectively;
- 2.2.5** The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Articles of this Agreement, as the case may be;
- 2.2.6** Reference to the word "include" shall be construed without limitation;
- 2.2.7** The Schedules/Annexure and recitals hereto shall constitute an integral part of this Agreement and any breach of the stipulations contained in the Schedule shall be deemed to be a breach of this Agreement;
- 2.2.8** Reference to a document, instrument or agreement (including, without limitation, this Agreement) is a reference to any such document, instrument or agreement as modified, amended, varied, supplemented or novated in writing from time to time in accordance with the provisions.

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SECTION-II # RECITALS AND REPRESENTATIONS:

3 RECITALS/REPRESENTATIONS:

3.1 RECITALS:

3.1.1 The Owner is the full and absolute Owner of the Subject Property.

3.1.2 Pursuant to discussions between the parties and the representations as hereinafter contained, the Owner and the Developer have agreed to enter into this agreement 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 be entitled to the Developer's Allocation and other benefits and the Owner shall, inter alia, be entitled to the Owner's Allocation and other benefits hereinstated.

3.2 REPRESENTATIONS:

3.2.1 The Owner made the following several representations, assurances and warranties to the Developer which have been completely relied upon and believed to be true and correct by the Developer for the purpose of entering upon this Agreement and the transaction envisaged herein:

- (i) That the Owner is presently the full and absolute Owner of the Subject Property with good marketable title free from all Encumbrances whatsoever and in khas vacant and peaceful possession thereof. The facts about the Owner deriving title to the Subject Property is represented and warranted by the Owner in the **FIFTH SCHEDULE** hereto and the same are all true and correct.
- (ii) The Subject Property is demarcated by proper physical and legal demarcations.
- (iii) There are proper boundary walls on the North, West and South of the Subject Property and fencing on the East side of the Subject Property wherein there is no difficulty in construction of boundary wall in place of the fence.
- (iv) The Subject Property is abutting directly on the adjacent 9.10 metres wide public road M.M. Feeder Road with a frontage of 150 feet.
- (v) That there is no notice of acquisition or requisition or alignment under the Land Acquisition Act or The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 received or pending in respect of the Subject Property or any part thereof and the Subject Property or any part thereof does not contain any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any other law whatsoever.
- (vi) That neither the Subject Property nor any part thereof has been attached or forfeited and/or is liable to be attached or forfeited under any laws or order or

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decree of any authority or Court of Law or due to Income Tax, Foreign Exchange, Money Laundering or any other Statutory Dues or Public Demand.

- (vii) There is no impediment, obstruction, restriction or prohibition in the Owner entering upon this Agreement and/or in the development and transfer of the Subject Property.
- (viii) That all the original documents of title in respect of the Subject Property are in the personal custody of the Owner and the same have not been deposited with anyone nor confiscated or seized by any authority nor used as security or collateral security or bond or otherwise in respect of any activity or transaction whatsoever.
- (ix) There is no suit, dispute, claim or other legal proceeding, civil, criminal or revenue is pending by or against the Owner and/or any other person affecting or in anyway relating to the Subject Property and there is no legal proceeding, dispute or claim affecting the Subject Property and/or the Owner.
- (x) That there is no injunction, status quo, prohibition or other order or condition in any way relating to or affecting the Subject Property in any manner.
- (xi) That the Owner has not stood as Guarantor or Surety for any obligation, liability, bond or transaction whatsoever.
- (xii) That the Owner has not entered upon any agreement or contract with any other person in connection with the Subject Property or any part thereof or its development/sale/transfer nor have executed any power of attorney in favour of any person nor have otherwise dealt with the Subject Property or any part thereof prior to execution of this Agreement.
- (xiii) That the Owner has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Subject Property or any part thereof can or may be impeached, encumbered or affected in title or would in any way impair, hinder and/or restrict the development transfer and other activities envisaged under this Agreement.
- (xiv) That the Owner or his predecessors in title have not mortgaged or charged or provided security interest in respect the Subject Property or any part thereof and there is no notice or proceeding for realization or recovery of the dues of the Bank nor is there any notice or proceeding of winding up or bankruptcy or insolvency proceedings under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or the Companies Act or Insolvency and Bankruptcy Code or before the Debts Recovery Tribunal or before any Court or Tribunal filed or pending against the Owner.

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(xv) That there is no difficulty in the compliance of the obligations of the Owner hereunder.

- 3.3. REPRESENTATIONS OF DEVELOPERS:** The Developer have represented and assured the Owner, inter alia, as follows:-
- 3.3.1.** The Developer is carrying on business of construction and development of real estate and has infrastructure, expertise and resources in this field.
- 3.3.2.** The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.
- 3.3.3.** It is duly organized and validly existing under the prevailing laws of India and has full power and authority (corporate or otherwise) and has all material governmental licenses, consents and approvals necessary to own its assets and properties and to carry on its business as now conducted
- 3.3.4.** Subject to the terms hereof, there is no difficulty in compliance of the obligations of the Developer hereunder.
- 3.4** The parties are now entering upon this Agreement to put into writing all the terms and conditions agreed between them in connection with the development of the Subject Property and the administration and Transfer of the Building Complex 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:

4 AGREEMENT AND CONSIDERATION:

- 4.1** The Owner hereby agrees to provide the entirety of the Subject Property and hereby grants to the Developer exclusive rights and authority to develop the Subject Property as a Building Complex and to Transfer and administer the Building Complex on the terms and conditions hereinafter contained and in consideration thereof and further in consideration of the obligations, covenants, terms and conditions contained herein and on the part of the Owner to be observed, fulfilled and complied with, the Developer has agreed to the same on the terms and conditions hereinafter contained.
- 4.2** With effect from the date hereof, the Developer shall have the sole and exclusive rights, authorities and entitlements (a) to develop and construct or cause to be developed and constructed the Building Complex at the Subject Property, (b) to administer the Building Complex in the manner and until the period as morefully contained herein, (c) to Transfer all the Transferable Areas, (d) to the Developer's Allocation, (e) to the entirety of the

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Extras and Deposits and (f) to all other properties benefits and rights of the Developer hereunder or to which the Developer is entitled hereunder; **And** the Owner shall be entitled (a) to the Owner's Allocation and (b) all other properties benefits and rights of the Owner hereunder or to which the Owner is entitled hereunder; on and subject to the terms and conditions hereinafter contained.

- 4.3 The New Buildings shall be constructed or caused to be constructed by the Developer at its own costs and expenses upon complying with all provisions of law. The Owner hereby agrees to sell and transfer the Shares in land attributable to the Transferable Areas in favour of the concerned Transferees and the sale of the same shall be completed upon Completion of Construction of the concerned Unit and the consideration for the same shall be the Owner's Realization Share.
- 4.4 The agreement and the rights of the Developer shall be and remain valid and subsisting at all times and cannot be cancelled except only in accordance with any specific terms and conditions mentioned herein.
- 4.5 Notwithstanding anything elsewhere to the contrary contained in this agreement it is expressly agreed and understood by and between the parties hereto that no obligation of the Developer shall commence till the complete lifting of any lock-down or restrictions due to Covid 19 and also the normal functioning of government departments and movement of people beginning thereafter.

5 OBLIGATIONS OF OWNER:

- 5.1 **ATTRIBUTES REQUIRED FOR SUBJECT PROPERTY:** The Owner shall be wholly responsible and liable to cause and ensure the availability of the Subject Property towards the development and Transfer in terms hereof. In connection with the Subject Property, the Owner shall be bound to comply with and meet the following attributes:

5.1.1 **Marketable Title:** The Subject Property and each part thereof shall be absolute freehold property with good and marketable title of the Owner. The Owner shall make out and keep and maintain, at his costs, good marketable title to the Subject Property. The Owner shall be liable for satisfying all buyers and bankers about marketable title and for all title and ownership and possession related claims. Any objection or claim of any person due to any reason whatsoever shall be dealt with and settled and cleared by the Owner at his own costs. The Owner agrees to answer and comply with all further Requisitions on title that may be raised by the Developer or its advocate (in addition to the requisition already raised and answered) upon them within 15 (fifteen) days of receipt thereof.

5.1.2 **Free from Encumbrances:** The Owner has agreed to provide the Subject Property free from all Encumbrances and with vacant and peaceful possession duly secured by boundary walls and gates and directly abutting public road. The

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Subject Property and each part thereof is and shall be free of and from all kinds of Encumbrances and/or any claims or disputes by any third party including predecessor in title of the Owner and there shall be no restriction or prohibition under any laws for its development and/or Transfer in any manner. The Subject Property and each and every part thereof shall also be free from any vesting under the Estates Acquisition Act, the Land Reforms Act and/or the Urban Land (Ceiling & Regulation) Act or any other law and there shall be proper no lien custody of all original title deeds and government records in respect of the Subject Property and every part thereof.

- 5.1.3 Mutation and Separation:** The Owner shall apply for and obtain mutation of his name in respect of the Subject Property in the records of the Kamarhati Municipality and B.L.&L.R.O., and other Appropriate Authorities with recording of nature of use commensurate with the development of the Building Complex. The Owner shall obtain separation of the Subject Property if so and as required by the Developer.
- 5.1.4 Conversion:** The Owner shall apply for and obtain conversion of the Subject Property into purposes commensurate with the proposed development thereof under Section 4C of the West Bengal Land Reforms Act, 1955 and/or any other appropriate authorities as may be required.
- 5.1.5 Physical Possession:** There is or shall be no claim or interference or obstruction of any other person as regards possession of the Subject Property or any part thereof.
- 5.1.6 Direct Access:** The Subject Property has and shall continue to have direct access from the abutting more than 9.10 metres wide public road namely M. M. Feeder Road with a frontage alongside such road.
- 5.1.7 Fit for Development:** The Subject Property is and shall continue to remain fit for development of the Building Complex and Transfer of the Transferable Areas therein.
- 5.1.8 Clearances:** The Owner shall apply for and obtain the necessary No Objection Certificate under the Urban Land (Ceiling & Regulation) Act, 1976 and forest clearance and any other permissions, clearances or certificates from any Appropriate Authorities as may be required in respect of the land and/or title of the Subject Property or to make the same fit for Development. The Developer shall take lead in assistance with the Owner in taking out such certificates and permissions at the costs and expenses of the Owner.
- 5.1.9 Defects/deficiencies:** In case any Encumbrance arises or is detected in respect of the Subject Property or any part thereof at any time or in case any defect or

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deficiency in the title of the Subject Property arises or is detected at any time or there is any claim of possession or occupation by any person in respect of the Subject Property at any time, the same shall be rectified and cured by the Owner within 60 (sixty) days of the same arising.

- 5.1.10 Errors:** In case records of the B.L. & L.R.O., Municipality and/or any other Appropriate Authorities contain any error, defect, discrepancy, omission, inconsistency or mis-description in numbering, mutation, area, nature of use, share etc. or require any correction or rectification or change, the Owner shall also cause the same to be applied for correction and rectification within 30 (thirty) days from the date of execution hereof and pursued diligently to obtain the same at the earliest or within 30 (thirty) days of the detection thereof.
- 5.1.11 Dues on the Subject Property:** The Owner shall pay and clear upto date land revenue, property tax and any other dues or taxes, if any outstanding in respect of the Subject Property until the date of commencement of construction of the New Buildings.
- 5.2 COMPLIANCE OF REAL ESTATE LAWS:** The Owner shall comply with all requirements of Real Estate Laws as applicable to a land Owner and/or pertaining to land and title.
- 5.3 TIME AND COSTS AND EXPENSES FOR OBLIGATIONS OF OWNER:** Unless otherwise expressly mentioned:-
- 5.3.1** Save as expressly mentioned herein, the Developer shall not be liable for any costs, charges, outgoings and expenses on any account whatsoever in respect of the several obligations of the Owner contained herein and the Owner shall be exclusively liable therefor.
- 5.3.2** The time for compliance of the several obligations of the Owner shall be within 120 (one hundred twenty) days from the date of execution hereof or if the situation for the same arises later then within 120 (one hundred twenty) days of the situation arising or such further time as the Developer may allow as per the situation.
- 5.4 TITLE DEEDS & OTHER DOCUMENTS:**
- 5.4.1** The Owner shall deliver all original records of rights and title deeds relating to the Subject Property in his custody particulars whereof are mentioned in the **SIXTH SCHEDULE** hereto and hereinafter referred to as "the **said Documents**", in escrow with the Developer's Advocate Mr. Deepak Choudhury, of DSP Law Associates, 2 Hare Street, Kolkata-700001, simultaneously with the execution hereof. Upon completion of sale and transfer of all the Units and/or Transferable Areas in the Building Complex, the Developer will have the right to obtain the

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originals of whatever documents handed over by the Owner to the Developer's Advocate and any further documents that may be deposited with the Developer's Advocate during the course of development, and to deliver the same to the Association of the Transferees of the New Buildings.

5.4.2 The Developer shall be entitled from time to time and at all times to produce, submit, deliver, give copies and extracts of and from the said Documents before government and semi government bodies and authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi-judicial forums, service providers and other persons and authorities as may be required and for that to obtain the same from the escrow holder. The Developer shall also be entitled to produce and give/deliver/deposit the said Documents or copies and extracts of and from the said Documents before banks or other financial institutions who would be providing finance/loans/advances to the Developer for development of the Subject Property and also provide inspection and give copies thereof to any financier giving loans or advances to any Transferee. The Developer may obtain the original documents from the Escrow Holder for all or any of the purposes aforesaid.

5.4.3 In the event of the owner being required to produce the said Documents in terms of any covenant to such effect being contained in any title deed, the Owner shall be entitled to call upon the said escrow Holder to cause the same to be produced for inspection or otherwise generally to produce the same as the Owner may be called upon to in terms of the covenants contained in the said title deeds forming part of the said Documents.

5.5 POSSESSION:

5.5.1 The Owner shall simultaneously with the execution hereof deliver vacant peaceful possession of the Subject Property to the Developer for the purpose of development envisaged herein.

6 PLANNING:

6.1 The planning and layout for the development of the Subject Property including, inter alia, on the aspects mentioned hereinbelow, shall be done by the Developer:

- (i) The design, concept and layout of the Building Complex and also of landscaping, plantation, walkways, driveways, etc., at the Subject Property, the number and area of Units, Parking Spaces in one or more New Buildings and other portions of the Subject Property and the nature of the constructions and developments at the Subject Property including any underground, ground level or above the ground developments and constructions;

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OF ASSURANCE, KOLKATA

16 FEB 2022

- (ii) Club and/or sporting/entertainment/recreation/health centre, if any planned, for the Transferees and/or others and the composition, specifications, equipments, installations, services and facilities
- 6.2 The Owner shall be at liberty to provide his suggestions and inputs in the planning of the Building Complex without increasing costs of the Developer in respect of the Building Complex but the incorporation of the same shall be at the sole discretion of the Developer in consultation with the Architect.
- 6.3 The Developer shall be free to plan, commence and continue the construction and development of the Subject Property or any part thereof in multiple phases as the Developer may deem fit and proper.
- 7 **SURVEY, SANCTION AND MODIFICATION OF BUILDING PLANS:**
- 7.1 **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 Subject Property.
- 7.2 **BUILDING PLANS PREPARATION AND APPROVAL:** Upon the Owner complying with his obligations hereunder, the Developer shall at its own cost and expenses from time to time cause to be prepared and sanctioned one or more plans for the constructions at the Building Complex. The Developer may prepare single or multiple building plans in respect of the Development of the Building Complex or any part/phase thereof and to apply for and obtain sanction on a phase wise manner from time to time, if necessary. The Developer shall send a copy of the proposed Building Plans to the Owner. In case there is any suggestion of the Owner, the Owner shall inform the Developer thereabout within 10 (ten) days from the receipt of the plans. All points of discussion on the same between the Owner and the Developer shall be done in the presence of the Architect for the Building Complex. Any disagreement shall be mutually settled by the parties and the decision of the Architect on any point of disagreement would be final and binding upon both the parties.
- 7.2.1 **MODIFICATIONS AND ALTERATIONS:** The Developer shall also be entitled from time to time to cause modifications and alterations to the building plans in such manner and to such extent as the Developer may deem fit and proper **Provided That** in case due to any such modification or alteration the total constructible area gets reduced, the Developer shall obtain the consent of the Owner in respect thereof, which consent shall not be unreasonably withheld, refused or delayed.
- 7.3 **SIGNATURE AND SUBMISSION:** The Owner shall sign, execute, submit and deliver all applications, undertakings, declarations, affidavits, plans, letters and other documents and do all acts deeds and things as may be required by the Developer in connection with the application and/or obtaining the sanction of the Building Plans and for obtaining any

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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

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approvals required to be obtained by the Developer for commencing or carrying out the Development at the Subject Property.

- 7.4 APPROVALS FOR DEVELOPMENT:** The Developer shall either in its own name or in the name of the Owner apply for and obtain all permissions, clearances, no objection certificates and other approvals required for carrying out the development at the Subject Property, including those required from Pollution Control Authority, Fire Service Authorities, Airport Authorities, Police Authorities, Municipal Authorities or any other Statutory Authorities, at its own costs and expenses but not those to be obtained by the Owner under clause 5.1.8 hereto. The Developer shall provide to the Owner copies of all applications made by it and clearances received by it to and from the concerned authorities within 60 days of the same being applied or obtained.

8 CONSTRUCTION OF THE BUILDING COMPLEX:

- 8.1 CONSTRUCTION:** The Developer shall at its own cost and expense construct and build the New Buildings and other constructions and developments at the Subject Property and erect and install the Common Areas and Installations in accordance with the Planning of the Developer 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.
- 8.2 GOOD CONSTRUCTION:** The Developer shall construct erect and carry out the development at the Subject Property in a good and workman like manner with good quality of materials and specifications as mentioned in the **THIRD SCHEDULE** hereto or equivalent substitutes thereof. The Developer shall construct and build the New Buildings in accordance with the Building Plans and all sanctionable modifications and alterations thereof and do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules in force at the relevant time. The construction shall be done by the Developer in compliance of the legal requirements.
- 8.3 REAL ESTATE LAWS:** The Developer shall comply with all necessary requirements under the Real Estate Laws and required to be complied with by a promoter constructing a building thereunder.
- 8.4 TEAM:** The Architect for the Building Complex and the entire team of people required for the execution of the Building Complex shall be such person as may be selected and appointed by the Developer in its sole discretion. All persons employed by the Developer for the purpose of construction such as architects, contractors, labourers, care-takers etc., shall be the persons under the appointment from and/or employees of the Developer and the Owner 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 architect and/or contractors labourers caretaker etc. or for the compliance of

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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

16 FEB 2022

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 of the Developer and the Owner shall be kept protected and harmless against any action, if taken against the Owner for non-compliance or violation of the said requirements.

8.5 UTILITIES: The Developer shall 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 Complex.

8.6 COMMON AREAS AND INSTALLATIONS: The Developer shall identify the Common Areas and Installations in the Subject Property meant jointly or individually for all or any of the individual New Buildings and/or the Subject Property as a whole and/or different phases thereof and also for all or some of the Transferees and/or Transferable Areas.

8.6.1 The Developer shall provide for the availability of Common Areas and Installations on a phase wise basis providing for –

- (i) Passages, pathways and driveways for ingress and egress by users of the Subject Property as developed from time to time;
- (ii) Electricity, drainage and sewerage and water connections with necessary constructions and equipments thereof;
- (iii) Lifts/staircases/elevators wherever applicable in the New Buildings;
- (iv) Any other area, installation or facility that the Developer may provide at the Subject Property.

8.6.2 The Developer subject to compliance of existing laws shall be entitled to:-

- (i) Erect, install and/or operationalize the Common Areas and Installations in phases and gradually;
- (ii) Allow or permit only provisional and/or partial use of any of the Common Areas and Installations until Completion of Construction of the Building Complex or until such earlier time as the Developer may deem fit and proper;
- (iii) Change the location, dimension, capacity or any other physical or in-built specifications of any Common Areas and Installations in phases and from time to time to erect, install or shift any Portion into any new phase or other portions of the Subject Property;

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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
16 FEB 2022

- (iv) Erect temporary or permanent boundary between the different phases and to remove the same at any time or upon the completion of the later phase as the Developer may deem fit and proper;
- (v) Impose restrictions and conditions for the use of the Common Areas and Installations;
- (vi) Charge, demand, receive or realize any Extras or Deposits in connection with any Common Areas and Installations;
- (vii) Provide for separate entrances and other Common Areas and Installations for different groups of Transferees.

- 8.7 AREAS:** The carpet area and built-up area in respect of the all the Units shall be as per applicable Real Estate Laws and shall be provided by the Developer and the super built-up area in respect of all the Units and other Transferable Areas in the Building Complex shall be such as be determined by the Developer.
- 8.8 BOUNDARY WALL:** The Boundary wall of the Subject Property shall be constructed by the Developer at the costs of the Developer. Any local or other disturbance in respect thereof shall be handled and tackled by the Developer.
- 8.9 CALCULATION OF PROPORTIONATE SHARE:** The proportionate share in land and in the Common Areas and Installations attributable to any Unit shall be determined by taking the ratio in which the carpet of such Unit bears to the total carpet area of all the Units for the time being to contain in the New Buildings Provided That insofar as proportionate share in the Common Areas and Installations of individual buildings are concerned the same shall be determined by taking the ratio in which the carpet area of any Unit bears to the total carpet area of all the Units in the concerned building. The parties shall by mutual consent or if required by law, be entitled to vary the basis of determination of proportionate share as aforesaid.
- 8.10 MANAGEMENT, CONTROL & AUTHORITY:** With effect from the date of execution of this Agreement, the Developer shall have exclusive and unobstructed right to administer Building Complex. The Owner hereby agrees and confirms that the Developer shall have all the authority to carry out the planning and development of the Building Complex fully and in all manner with sole and exclusive management, control and authority. The Developer may set up site office, put up the hoardings/boards, bring out brochures and to display the board/hoardings of its group companies at the Subject Property and the Building Complex.
- 8.11 NAME** The name of the Building Complex shall be such as the Developer may decide. The names of each building thereof shall also be decided by the Developer.

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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

16 FEB 2022

8.12 For all or any of the purposes contained hereinabove and required by the Developer, the Owner shall render all assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time promptly and without any delay, failing which the time periods for construction by the Developer shall stand automatically extended by the periods of delay on the part of the Owner.

8.13 TIME FOR CONSTRUCTION AND COSTS:

8.13.1 TIME FOR CONSTRUCTION: Subject to the Owner not being in default in compliance of their obligations hereunder, the Developer shall complete the construction of any New Buildings phase-wise and from time to time within **48 (forty-eight) months** of the last of the date of sanction of the Building Plans and registration of the Building Complex as a project under the Real Estate Laws. There shall be an extended period of 6 (six) months beyond the time for construction mentioned above.

8.13.2 COMPLETION OF CONSTRUCTION:

- (i) For the purpose of "Completion" the construction of any New Building or block thereof shall be deemed to have been completed on the Developer causing to be constructed the same internally as per the agreed specifications together with ingress and egress therefrom by staircase and lift and together with availability of temporary or permanent water, electricity and drainage connections (if and to the extent applicable for such constructed area) and the issuance of Completion/Occupancy Certificate of the Architect in respect thereof;
- (ii) The elevation works and decoration and beautification works, relief and land layout works, pavements, permanent connections relating to the common amenities may be part of the last phase of construction of the Building Complex.

8.13.3 COSTS AND EXPENSES: Unless otherwise expressly mentioned, all fees costs and charges payable for sanction, modification, alteration and/or revision of building plans, all costs of construction and development of the Subject Property and the activities mentioned above in clauses 6 to 8 above shall be borne and paid by the Developer.

8.14 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 to apply for sanction of additional/further constructions (including any incremental parking spaces) 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 and the costs of

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ADDITIONAL REGISTRAR
OF ALL INDIA KOLKATA
16 FEB 2012

construction of this additional area shall be borne and paid by the parties in the Agreed Ratio.

9 TRANSFER AND MANNER:

9.1 TRANSFER: The Transfer of the Building Complex and all Transferable Areas therein 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 undivided shares in the land attributable to the concerned Transferable Areas shall be Transferred or agreed to be Transferred by the Owner 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 the Owner collectively in the manner hereinafter provided. The Transfer of the proportionate share in the land shall be completed upon construction of the Transferable Areas or at such other time as the Developer may require and the consideration for the same and any other right, title or interest thereunder transferred by the Owner shall be the Realizations forming part of the Owner's Allocation. Provided That the Owner shall execute and register the final Transfer deeds or deeds upon construction of the concerned Transferable Area and subject however to the receipt of the share of Realizations in respect of the concerned area thereby conveyed in terms hereof.

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

9.2.1 Authority of Developer: The Developer shall have the sole and exclusive rights to conduct the day to day Transfer in respect of the Building Complex and all Transferable Areas therein but at the rates and subject to the conditions hereinafter contained.

9.2.2 Rate and Price for Transfer: The rates of booking shall be finalized by the parties in consultation with the marketing agents before commencement of booking (hereinafter referred to as "Minimum Rates"). Any sale below the Minimum Rates shall be done by the Developer only with prior written consent of the Owner.

9.2.3 Publicity and Branding: The Developer shall be entitled to advertise for Transfer of the Units, Parking Spaces and other saleable spaces/constructed areas in the Building Complex in all media. The branding in respect of the Building Complex shall be done by the Developer using its/group name and brand and those of the marketing agents and other connected persons.

9.2.4 Marketing Agents: The Developer may select, appoint or discontinue the Marketing Agents, brokers, sub-brokers and other agents for Transfer of the

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ADDITIONAL REGISTRAR
OF ASSURANCES IN KOLKATA
15 FEB 2012

Transferable Areas at such charges and terms and conditions as they may deem fit and proper.

- 9.2.5 Discounts and Schemes:** In case Transfers are slow or the rates made applicable are not found acceptable in the market, then the Developer shall be entitled to make variations in the same and give such discounts and employ such schemes as would be conducive to transfers of the Transferable Areas upon intimation to the Owner. In case of a discount or scheme below the rate as mentioned in Clause 9.2.2 of this Agreement, such scheme or discount shall be implemented only after written consent of both the Owner and the Developer.
- 9.2.6 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 at the agreed rates and prices.
- 9.2.7 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 both the Owner and the Developer. The Developer shall be at liberty to sign the concerned agreement and deed on behalf of the Owner pursuant to the power of attorney to be conferred to it hereunder or in pursuance hereof.
- 9.2.8** The Developer shall deliver possession of the Transferable Areas (except Contingent Residual Areas of the Owner) directly to the Transferees thereof.
- 9.3 ADVOCATES:** All documents of transfer or otherwise shall be such as be drafted by DSP Law Associates, Advocates of 4D Nicco House, 1B & 2 Hare Street, Kolkata-700001.
- 9.4 MARKETING AND ADVERTISEMENT COSTS:** The marketing and publicity with related advertisements shall be done by the Developer. The costs and expenses of marketing and publicity shall be borne and paid by the parties in the Agreed Ratio. The Owner shall get a sum equivalent to 4% (four percent) of the Owner's Realization Share adjusted towards its share of the marketing and publicity costs and the applicable Goods and Service Tax thereon. The final accounting shall be done after Completion of Construction. Upon such accounting if it is found that the share attributable to the owner for marketing and publicity costs is less than that set apart for the same from the Owner's Realization Share the same shall be refunded to the Owner. If any unsold areas in the Building Complex are allocated to the Owner, then only publicity and marketing cost equivalent to 2% of the value of such unsold areas shall be payable by the Owner in respect of such unsold areas.

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2

ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
26 FEB 2012

- 9.5 **INTEREST ETC., TO TRANSFEREES ETC.:** If any liability, interest, damage or compensation is payable to any Transferee or other person relating to the Building Complex, otherwise than due to delay or default on the part of the Developer or the Owner in compliance of their respective obligations towards them in accordance with the agreements to be entered with the Transferees, the same shall be payable by the parties in the Agreed Ratio.
- 9.6 **LOANS BY TRANSFEREES:** The Transferees shall be entitled to take housing loans for the purpose of acquiring specific Units and Transferable Areas launched from banks, institutions and entities granting such loans. The Owner 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 Subject Property except the Unit and appurtenances under Transfer and save those occasioned due to cancellation of the agreement with the Transferee.
- 10 **FINANCE AND MORTGAGE:** The Owner hereby agrees and permits the Developer to obtain loans and finance for development of the Subject Property from any Banks and/or the Financial Institutions and/or Non-Banking Financial Companies and/or Recognized Foreign Direct Investors by mortgaging and charging the Developer's Allocation and the 70% share in land without however creating any financial obligation upon the Owner and without creating any charge or lien on the Owner's Allocation or the 30% share in the land attributable to the Owner's Allocation. The Developer shall indemnify and keep the Owner fully indemnified against any loss damage cost claim action or proceeding suffered by the Owner owing to any delay or default in repayment of the amounts and dues against any such mortgage by the Developer. The Owner agrees from time to time to provide consents, confirmation and no objections or other documents as may be required for such mortgage or charge to be created by the Developer and also agrees to sign necessary loan and other agreements and power of attorney with the bankers or financiers in connection with the above.
- 11 **SECURITY DEPOSIT:**
- 11.1 The Developer shall deposit with the Owner a sum of Rs.2,51,00,000/- (Rupees Two Crore Fifty One Lacs Only) only as and by way of interest free refundable Security Deposit (hereinafter referred to as "**Security Deposit**") and payable as follows:-
- 11.1.1 Rs.51,00,000/- (Rupees Fifty One lacs) only on or before the execution of this agreement hereof (the receipt whereof the Owners do hereby as also by the Receipt and Memo hereunder written admit and acknowledge).
- 11.1.2 Rs.50,00,000/- (Rupees Fifty Lacs) only on the Owner complying with the Owner's obligations hereunder including obtaining the mutation, separation and

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ADDITIONAL REGISTRAR
OF ASSURANCES IN KOLKATA
6 FEB 2022

clearances under the Urban Land (Ceiling & Regulation) Act, 1976 and from Forest Department etc.

11.1.3 Rs.1,00,00,000/- (Rupees One Crore) only on sanction of Building Plans in respect of the Subject Property.

11.1.4 Rs.50,00,000/- (Rupees Fifty lacs) only on commencement of works pursuant to the Sanction Plan or on or before the 46th day from the date of sanction of Building Plans, whichever be earlier.

11.2 REFUND OF SECURITY DEPOSIT: The said Security Deposit shall be refunded by the Owner by allowing adjustment of 40% out of every disbursement of the Owner's Realization Share as morefully contained hereinafter till complete full adjustment of the said Security Deposit and any unadjusted amount shall be refunded by the Owner within 30 days of Completion of Construction. No interest shall be claimed by the Developer thereon and none shall be payable by the Owner.

12 REALIZATIONS, EXTRAS AND DEPOSITS AND DISTRIBUTION:

12.1 The Owner shall be entitled to 30% (Thirty percent) of the Realizations and the Developer shall be entitled to (a) 70% (Seventy percent) of the Realizations and (b) the entirety of all Extras and Deposits.

12.2 MODUS OF DISTRIBUTION: The Developer shall be entitled to receive the Realizations (including booking amounts, earnest money, part payments, consideration), Extras, Deposits and other amounts on any account receivable from the Transferees and other persons in respect of the Building Complex. All Extras, Deposits and amounts other than the Realizations shall be taken separately by the Developer in the name of the Developer alone. All Realizations shall be deposited in a specified bank account of the Developer under the joint signature of one representative of the Owner and one representative of the Developer (**Special Escrow Account**). There shall be standing instructions to the bank holding the Special Escrow Account about transfer of the funds therein to the respective bank accounts of the Owner and the Developer as follows:-

12.2.1 The entire Pass Through Charges shall be transferred to a specified bank account of the Developer for the Developer to comply with the formalities.

12.2.2 After disbursal of the amount in connection with Pass Through Charges as per clause 12.2.1 above, the following transactions shall take place from the balance lying in the Special Escrow Account:-

- (i) A sum equivalent to 2% (two percent) of the said balance shall be remitted in a separate specified joint bank account of the Developer and the Owner to meet the payments on account of cancellation/refunds of the bookings made by the applicants and other contingencies. This amount shall be

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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
26 FEB 2022

credited to and kept in a separate account known as a 'Contingency Fund' and the balance remaining in the said account shall be distributed between the Parties in the Agreed Ratio after the Building Complex is sold. However, in case of there being any shortfall in the Contingency Fund at any time, both the parties shall contribute the shortfall in Agreed Ratio and the Owner shall pay his share within **7 (seven) days** of being notified in writing by the Developer.

- (ii) 68.60% (sixty eight decimal sixty percent) of the said balance shall be remitted to a separate bank account of the Developer and belong to the Developer.
- (iii) 12% (twelve percent) of the said balance shall be remitted to the specified bank account of the Developer towards *pro tanto* refund of the Security Deposit. This transfer shall continue until refund/adjustment of the Security Deposit, whereafter the same shall be remitted to the specified bank account of the Owner.
- (iv) 1.20% (one decimal twenty percent) of the said balance shall be remitted to the specified bank account of the Developer towards *pro tanto* payment of the Marketing and Advertisement Cost payable by the Owner in terms of clause 9.4 hereto. The Goods and Service Tax on such costs shall be separately payable by the Owner to the Developer.
- (v) 16.20% (sixteen decimal twenty percent) of the said balance shall be remitted to the specified bank account of the Owner to belong to the Owner.
- (vi) It is clarified that the amounts mentioned in sub clauses (iii) to (v) alongwith 30% of the amount mentioned in sub clause (i) of clause 12.2.2 above constitute the Owner's Realization Share of the concerned amount deposited in the Special Escrow Account and the amounts mentioned in sub clause (ii) alongwith 70% of the amount mentioned in sub clause (i) of clause 12.2.2 above constitute the Developer's Realization Share of the concerned amount deposited in the Special Escrow Account.
- (vii) It is further clarified that the distribution as per clause 12.2.2 and its sub-clauses above shall be subject to the provisions of the laws for the time being in force including the Real Estate Laws and if more than one account are opened in accordance with the laws, then the account from the which disbursements shall be permitted under law, shall be treated as the Special Escrow Account.







ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
16 FEB 2022

- 12.3 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. The Developer shall be free to add or alter the particulars of Extras and Deposits as mentioned in the **FOURTH SCHEDULE** hereunder written. The residue remaining with the Developer on account of Deposits shall upon formation of the Association in respect of the Building Complex be handed over to such Association by the Developer after adjusting the dues and arrears receivable by the Developer.
- 12.4 ACKNOWLEDGMENTS:** The Developer shall be and is hereby authorized to issue receipts on behalf of itself and the Owner for the amounts so received which shall fully bind both the Owner and the Developer.
- 12.5 REPORTS:** The Developer shall send to the Owner quarterly account statements in respect of debits and credits pertaining to Transfer of Transferable Areas relating to the accounts maintained by the Developer and the Special Escrow Account as contemplated above.
- 12.6 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.
- 12.7 CONSEQUENCES OF CANCELLATION:** In case due to cancellation of any booking or agreements/contracts or any other reason, any part of the Realizations becomes refundable or payable to any Transferee over and above the balance in the Contingency Fund, the Owner and the Developer shall refund and pay the same to the extent received by them respectively and if any interest or compensation is payable to any Transferee otherwise than due to default of the Owner or the Developer, the Owner and the Developer shall bear and pay the same in the Agreed Ratio.
- 12.8 ACCOUNTS:** The Developer shall maintain proper separate accounts pertaining to all the transactions relating to Transfer of the Building Complex received by the Developer in connection therewith.
- 12.9 RECORDS AND INSPECTION:** The records of Transfer (including Marketing Costs) of the Complex shall be kept at the place of business of the Developer's office and the Developer shall not change the same without giving advance **15 (fifteen) days'** notice to the Owner in respect of the new place so fixed by the Developer. The Owner shall have at all times full and free access and liberty to inspect such separate Books of Accounts of the Developer relating to transactions for Transfer of the Building Complex. 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 Complex.

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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
16 FEB 2022

- 12.10 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.
- 12.11 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 **15 (fifteen) days** of such given date.
- 12.12 ADDITIONAL BANK ACCOUNTS:** In case the Developer so requires, one or more additional bank accounts may be opened in the same or any other bank for which the signatory on behalf of the Owner shall sign all and submit necessary documents and provide all necessary co-operation.
- 12.13 FINALITY OF MODUS OF DISTRIBUTION:** The modus of distribution mentioned above shall not be challenged or disputed by the Owner or the Developer without the prior mutual written consent of the parties and in case the same is required to be changed, the principles contained in Clause 12.2 shall be implemented unless any alternative modus mutually agreed to by and between the parties hereto.
- 12.14 OWNER'S LIABILITIES TOWARDS EXTRAS AND DEPOSITS:** The Owner shall not be liable to make any contribution on account of Extras and Deposits in respect of the Transferable Areas that are agreed to be sold/transferred in as much as the same would be collected from the Transferees thereof. The Owner shall however pay the Extras and Deposits in respect of unsold and/or separate areas identified to form part of the Contingent Residual Areas of the Owner and payment for the same shall be made at the same rates as the Transferees have paid the same.

13 CONTINGENT RESIDUAL AREAS:

- 13.1 Contingent Residual Areas:** In case upon expiry of 30 (Thirty) days from the date of Completion of Construction of the New Buildings, there be or remain unsold Transferable Areas (for which no agreement is entered with any Transferee) (which shall be the Contingent Residual Areas), the parties shall, upon notice in writing given by either party to the other requiring separate allocation and within 10 (Ten) days of delivery of such notice, by mutual consent divide and allocate separate areas in the Building Complex and the following terms and conditions shall apply in connection therewith:-

- 13.1.1** The Owner and the Developer would be allocated and be entitled to identified units or portions of the Contingent Residual Areas as per the Agreed Ratio. However, if any part of the Security Deposit Amount remains unrefunded to the Developer or any other amount payable by the Owner to the Developer on any account remains unpaid to the Developer, then out of the Contingent Residual Areas allocable to the Owner, the Units containing so much of area as would be

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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

16 FEB 2022

equivalent to the unrefunded amounts and other dues, if calculated at 10% (Ten percent) less than the then prevalent booking rates in the Building Complex, shall be adjusted and be excluded from being part of the allocation of the Owner and thenceforth form part of the Developer's Allocation for all intents and purposes.

- 13.2 The location of the respective identified areas of the parties comprised in the Contingent Residual Areas shall be identified on *paripassu* basis and the areas so identified for the Owner shall belong to the Owner together with the appurtenant Share in the land comprised in the Subject Property and Common Areas and Installations and the areas so identified for the Developer shall belong to the Developer together with the appurtenant Share in the land comprised in the Subject Property and Common Areas and Installations.
- 13.3 All other areas agreed to be transferred or transferred prior to separate identification shall continue to be transferred jointly by the Owner and the Developer on the terms and conditions mentioned in this Agreement.
- 13.4 In case, while demarcating and identifying the respective allocations of the parties as aforesaid, it is found that the areas in any of the Transferable Areas cannot be allocated exactly, then the party receiving less area shall be paid by the party receiving more area a mutually agreed monetary compensation therefor based on valuation as per the prevalent rates thereof.
- 13.5 The Developer shall deliver the identified separate Owner's Allocation to the Owner and retain the Developer's Allocation for its own use or the use of its Transferees thereof.
- 13.5.1 **Transfer of the Contingent Residual Areas:** The Owner and the Developer shall be entitled to deal with and dispose of their respective separately Identified allocation forming part of the Contingent Residual Areas to such persons and at such price/consideration as they may respectively deem fit and proper **Provided However That:-**
- (i) After the identification of the Contingent Residual Areas, the Owner shall be entitled to execute Agreements for Sale and other deeds and documents in favour of the Transferees of the Contingent Residual Areas comprised in the Owner's Allocation and if necessary, register the same. If requested by the Owner, the Developer shall join as a party in such documents without claiming any additional consideration or money. The dealings of the Owner with regard to the Owner's Allocation shall not in any manner fasten or create any additional financial or monetary liabilities upon the Developer.
 - (ii) The Owner do hereby accord his consent and authorization to the Developer to enter into the agreements and contracts with the prospective Transferees in respect of the Contingent Residual Areas comprised in the Developer's Allocations or any part thereof without making the Owner a party thereto.

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However, if so required by the Developer, the Owner shall, notwithstanding the consent and authorization above, and without claiming any consideration or money, join in as confirming party to all such agreements and contracts.

- (iii) Neither party shall make any commitment or enter upon any term which is or may be repugnant to or contrary to those contained or otherwise affects or prejudices the scope of the respective rights and obligations of the parties hereto herein;
- (iv) Neither party shall execute and register the sale deeds for completion of sale or transfer in respect of any part of the Building Complex, till the Developer decides the same;
- (v) Any transfer by any party shall be at its own respective risks and consequences;
- (vi) The Owner shall not be entitled to sell and transfer the Contingent Residual Areas forming part of the Owner's Allocation at prices less than those offered by the Developer in respect of the Contingent Residual Areas forming part of the Developer's Allocation at the material time subject to a leverage/variation of 5% (five percent) without the prior written consent of the Developer.
- (vii) The sale of the Units may be done on carpet or built-up or super built-up or other basis as the Developer may from time to time decide for the entire or any part of the Building Complex.
- (viii) All amounts and consideration receivable by the Developer under any agreements, contracts and deeds in respect of the Contingent Residual Areas comprised in the Developer's Allocation shall be to the account of and shall be received realised and appropriated by the Developer exclusively and the Owner shall have no concern therewith.
- (ix) Subject to the other provisions hereof, all amounts and consideration receivable by the Owner under any agreements, contracts and deeds in respect of his portions of the Owner's Allocation shall be received realised and appropriated by him exclusively and the Developer shall have no concern therewith.
- (x) The Owner shall cause to be paid by the intending Transferees of the Owner's Allocation, the Extras and Deposits in favour of Developer.
- (xi) The parties shall appoint one or more common marketing agents to be decided by the parties mutually.

13.5.2 Notice of completion of the Owner's Contingent Residual Areas: The delivery from time to time of the Contingent Residual Areas identified exclusively for the Owner shall be intimated by the Developer to the Owner by way of **7 (seven) days** notice, in writing. Within 15 (fifteen) days of the Owner receiving such Notice to take possession, the

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REGISTRAR OF ASSURANCES
KOLKATA
6 FEB 2022

Owner shall take possession of the notified areas. Unless the Owner takes possession within 15 (fifteen) days upon receiving the Notice of Completion as aforesaid, they shall be deemed to have taken possession of such notified areas on expiry of such notice period of 15 (fifteen) days.

13.5.3 Save as aforesaid all other terms and conditions of this Agreement shall apply *mutatis mutandis*.

14 COMMON PURPOSES AND MAINTENANCE IN-CHARGE:

14.1 **COMMON PURPOSES:** The Owner and the Developer and all Transferees of their respective allocations 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 in consultation with the Owner. Furthermore, while dealing with and/or entering into any agreements and other documents of transfer of their respective allocations or any part thereof, the Owner and the Developer shall respectively necessarily incorporate all rules, regulations restrictions and conditions framed by the Developer in consultation with the Owner as aforesaid.

14.2 **MAINTENANCE IN-CHARGE:**

14.2.1 The Developer shall upon Completion of Construction of the Building Complex 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. It is expressly agreed and understood that so long as the Developer or its nominee be the Maintenance In-charge, the Owner and/or their nominees or transferees shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred. Further 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.

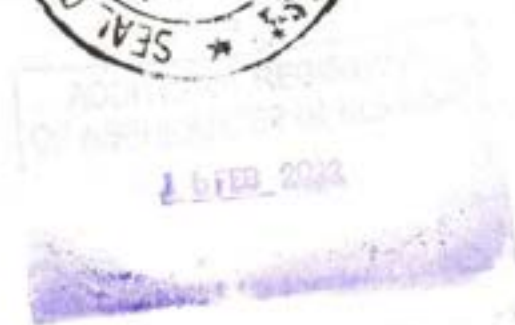
14.2.2 Until formation of the Association and handover of the charge of the Common Purposes or any aspect thereof to the Association, the Developer shall be free to appoint different agencies or organizations for any activities relating to Common Purposes at such consideration and on such terms and conditions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

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

15 COVENANTS BY THE OWNER:

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15.1 The Owner do hereby covenant with the Developer as follows:-

15.1.1 That the Owner hereby covenant that each and every representation made by the Owner hereinabove are all true and correct and agree and covenant to perform each and every representation and covenant and the failure in such performance or detection of any representation as false (partially or wholly) or incorrect or misleading shall amount to breach and default of the terms and conditions of this Agreement by the Owner and all consequences in respect thereof shall be for and to the account of and borne and paid by the Owner.

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

15.1.3 That the Owner 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.

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

15.1.5 That the Owner shall not cause any interference or hindrance in the sanction/modification/addition/alteration of Building Plans in terms hereof, construction and development at the Subject Property by the Developer and/or Transfer of the Developer's Allocation and not to do any act deed or thing whereby any right of the Developer hereunder may be affected.

15.1.6 That for all or any of the purposes contained in this Agreement, the Owner shall render all assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time.

15.1.7 That the Owner shall ensure that it shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement and shall keep the Developer and all persons deriving right from the Developer fully saved harmless and indemnified from and against all losses, damages, costs, claims, demands, actions or proceeding that may be suffered or incurred by them or any of them in this regard.

15.2 The Owner will bear and pay any tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force on the Owner's Allocation.

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REGISTRAR OF ASSURANCES
KOLKATA
15 FEB 2022

15.3 COVENANTS BY THE DEVELOPERS: The Developer doth hereby covenant with the Owner as follows:-

15.3.1 That each and every representation made by the Developer hereinabove are all true and correct and agrees and covenants to perform each and every representation.

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

15.3.3 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.

15.3.4 That the Developer 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 Owner but may enter upon a LLP or Company and/or joint venture, collaboration, tie-up with any person and also to appoint sub-Developer as the Developer may deem fit and proper. However the obligations of the Developer hereunder shall not be affected thereby.

15.4 GST AND TDS ETC.:

15.4.1 The parties shall respectively discharge statutory compliances in respect of TDS or Income Tax related compliances as well as Goods and Service Tax in respect of their respective rights, benefits and obligations under or arising out of this agreement. As for the Transferable Areas other than the Contingent Residual Areas, the Developer shall be solely responsible for the compliances of collection and deposit of Goods and Service Tax. If there be any statutory requirement which obliges the Owner to register or pay, then the Owner shall comply with same.

15.4.2 The Owner will bear the GST or any other tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force pertaining to the Owner's Allocation, if and as applicable. The Developer will bear the GST or any other tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force pertaining to the Developer's Allocation, if and as applicable.

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ADDITIONAL REGISTRAR
OF ASSURANCES IN KOLKATA
26 FEB 2023

- 16 **FORCE MAJEURE:** Notwithstanding anything elsewhere to the contrary contained in this Agreement, the parties hereto shall not be considered to be in default in performance of the obligations or be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the force majeure and time for performance shall remain suspended during the duration of the force majeure.
- 17 **POWERS OF ATTORNEY:**
- 17.1 The Owner shall with the execution of these presents execute and/or register one or more Powers of Attorney in favour of the Developer and/or the Developer's nominated persons being namely Harish Kumar Giria and Sagar Kumar Giria or such other person as may be nominated from time to time granting all necessary powers and authorities to effectuate and implement this Agreement including for preparation/sanction/modification/alteration of Building Plans, construction and development of the Subject Property and for all temporary/permanent utilities thereat, sale or otherwise transfer of the Transferable Areas and shares in land all share right title and interest of the Owner in the Building Complex, other than any portion of the Owner in Contingent Residual Areas or any unilateral action resulting in modification of the agreement that affects the Owner along with the Developer and also otherwise under this Agreement and agree not to modify or alter the same and such power shall subsist during the subsistence of this Agreement.
- 17.2 If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned herein, the Owner shall grant the same to the Developer and/or its nominees at the latter's costs and expenses and agree that the same shall also subsist during the subsistence of this Agreement.
- 17.3 **AUTHORITY AND ADDITIONAL POWERS:** It is understood that to facilitate the Building Complex, 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 the Owner for making or signing of various applications and other documents relating to which specific provisions may not have been mentioned herein. The Owner hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owner shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owner 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.
- 17.4 The said power or powers of attorney to be so granted by the Owner to the Developer and/or its nominee/s shall form an integral part of this Agreement and the Owner shall not be entitled to modify or alter the same without the prior written consent of the Developer.

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ADDITIONAL REGISTRAR
OF ASSURANCE - IV, KOLKATA
26 FEB 2022

- 18 **PROPERTY TAXES AND OUTGOINGS:** Till the date of the commencement of construction of the New Buildings, all Khajana, taxes and outgoings (including arrears) on account of municipal/property tax, land tax and other outgoings shall be borne and paid by the Owner and those arising for the period thereafter and until Completion of Construction in such phase shall be borne and paid by the parties hereto in the Agreed Ratio Provided That upon construction of any phase of Development at the Subject Property, all Khajana, taxes and outgoings shall be borne paid and discharged by the Transferees and for non-alienated areas by the parties hereto in the Agreed Ratio.
- 19 **ADDED AREAS**
- 19.1 In case the Owner or any person claiming through under or in trust for it or any group or associate company or organization or person acquire any property not forming part of the Subject Property but adjacent thereto, then the Owner shall be bound to give a first right of refusal in respect thereof to the Developer on a ratio to be specified in the offer of the Owner but otherwise on the same terms and conditions as applicable to the Subject Property.
- 19.2 The Developer may negotiate with the Owner or occupiers of any other property adjacent to the Subject Property for including the same within the Subject Property on such terms and conditions as the Developer may deem fit and proper Provided That the same does not reduce the Owner's Allocation. In such event, all benefits arising out of such inclusion shall exclusively belong to the Developer.
- 20 **DUE DATE FOR PAYMENT GENERALLY:** Any amount required to be paid or contributed by any party in terms hereof shall, unless otherwise expressly mentioned herein, be paid by the concerned party to the other party within 15 (fifteen) days of the concerned party raising its demand in respect thereof and failure to pay shall attract interest @ 12% (twelve percent) per annum thereon.
- 20.1 **FINAL DECISION IN RESPECT OF MATTERS TO BE CONSULTED:** Except as specifically provided in this Agreement to the contrary, in all those matters agreed to be decided or carried out by the Developer in consultation with the Owner, if there is any dispute or lack of consensus on any point or issue relating to the development and construction, the same shall be mutually resolved by the parties hereto in the best interest and spirit of the development of the Subject Property.
- 20.2 **INDEMNITY BY OWNER:** At all times hereafter the Owner hereto shall indemnify and agree to keep the Developer, saved, harmless and indemnified in respect of gross negligence, mismanagement, fraud and otherwise in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising due to any representation of the Owner being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or

Signature

61



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

16 FEB 2022

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 Owner.

- 20.3 INDEMNITY BY DEVELOPER:** At all times hereafter the Developer hereto shall indemnify and agree to keep the Owner, saved, harmless and indemnified in respect of gross negligence, mismanagement, fraud and otherwise in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Owner and arising due to any representation of the Developer being found to be false or misleading and also due to any construction defect or deficiency on the part of the Developer 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.
- 20.4 STAMP DUTY AND REGISTRATION CHARGES:** All stamp duty, registration charges, legal expenses and other allied expenses in connection with the registration of this Agreement shall be borne and paid by the Developer .
- 20.5 NO PARTNERSHIP OR AOP:** The Owner and the Developer has 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).
- 20.6 NOT A PRESENT TRANSFER:** Nothing in this Agreement is intended to or shall be construed as a transfer of possession of the Subject Property at present in favour of the Developer.
- 20.7 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.
- 20.8 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.
- 20.9 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

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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

6 FEB 2022

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.

20.10 MODIFICATIONS: No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by the Owner and the Developer.

20.11 CUSTODY OF ORIGINAL AGREEMENT: The Developer and the Owners will execute this agreement in duplicate. The original shall be retained by the Developer and the duplicate counterpart shall be retained by the Owner.

21 DEFAULTS AND CONSEQUENCES:

21.1 DEFAULTS OF OWNER: In case the Owner fail and/or neglect to make out and maintain a marketable title to the Subject Property or any part thereof or in case the Owner fail to comply with any of their obligations mentioned in this Agreement in the manner or within the period stipulated therefor, the Developer shall give a notice, in writing, to the Owner giving time of 30 (thirty) days to remedy the default or breach and in case the Owner fail to remedy the same within such 30 (thirty) days, the Owner shall be liable to pay interest @ 18% (eighteen percent) per annum on the Security Deposit and all other amounts for the time being paid or incurred by the Developer on any account relating to the Building Complex and its development and Transfer, for the period of delay and without affecting the obligation to pay interest as above, the Developer shall be entitled to take any one or more of the following recourses in any priority or order as the Developer shall deem fit and proper:-

21.1.1 To itself try and attempt the compliance of the obligation under default, at the cost and expense of the Owner and by paying such amounts and in such manner and on such terms and conditions as the Developer may deem fit and proper and without being liable to the Owner for the result of such attempt. The period taken for such attempt or the compliance pursuant to such attempt shall automatically be added to the Time for Construction granted to the Developer under clause 8.13.1 hereto.

21.1.2 To exclude the portion or portions as may be the subject matter of such default from being part of the Subject Property and to continue the Building Complex in the balance portion. In case of any such exclusion, the Subject Property shall be varied accordingly.

21.1.3 To sue the Owner for specific performance of the contract.

21.1.4 To cancel the contract envisaged herein in respect of whole or part of the Subject Property and in such event the consequences of Cancellation as envisaged in Clause 21.3 shall be followed.

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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
16 FEB 2022

- 21.2 EFFECTS OF THE DEVELOPERS CARRYING OUT THE OBLIGATIONS OF THE OWNER:** In case the Developer attempting the compliance of the obligation of the Owner under default, the amounts, costs and expenses paid or incurred by the Developer together with interest @ 18% (eighteen percent) per annum thereof shall be the liability of the Owner exclusively and the Developer shall have a lien on the Owner's Allocation for such amount. The amount and interest shall be adjustable firstly out of the share of Realizations receivable by the Owner and the parties shall instruct the Bankers for necessary adjustment of the same and any residue shall be adjustable against the Contingent Residual Areas of the Owner.
- 21.3 CONSEQUENCES OF CANCELLATION:** In case the Developer cancels this Agreement, then notwithstanding anything elsewhere to the contrary contained in this Agreement the following consequences shall apply:
- 21.3.1** Any cancellation affecting part of the Subject Property shall not affect the continuance of this Agreement in respect of the remaining parts of the Subject Property.
- 21.3.2** Any Realization received by either party from the Transferees and required to be refunded owing to cancellation, shall be refunded by the recipient parties respectively and they each shall respectively be liable for any other claims of the Transferees.
- 21.3.3** The entire Security Deposit and all other amounts on any account paid or incurred by the Developer on the Subject Property including on its planning or development or otherwise together with all interest, compensation and damages payable by the Owner, shall immediately and in any event within 7 (seven) days of being demanded by the Developer, become refundable by the Owner to the Developer.
- 21.3.4** Nothing contained in the last preceding sub-clauses shall affect the other rights and remedies of the Developer.
- 21.4 DEFAULTS BY THE DEVELOPER:** In case the Owner comply with and/or are ready and willing to carry out their obligations as stated herein and the Developer fails and/or neglects to construct the Building Complex within the stipulated period, the Developer shall be allowed a grace period of 6 (six) months for the same and in case the Developer still fails to so construct within the grace period in respect thereof and in which case the Developer shall pay to the Owner a sum of Rs. 25,000/- (Rupees Twenty Five Thousand) only per month as pre-determined compensation Provided That in case the delay extends beyond 12 (twelve) months from the stipulated date and grace period, then the Owner will be entitled to sue the Developer for specific performance of the contract and/or damages.

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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
16 FEB 2022

21.5 UNILATERAL CANCELLATION: Neither party hereto can unilaterally cancel or rescind this Agreement at any time unless such party is entitled to do so by express terms of this Agreement contained elsewhere herein upon default of the other party.

21.6 CHOICE OF REMEDIES: It is clarified that the exercise of any one or more remedy by any party shall not be or constitute a bar for the exercise of any other remedy by the concerned party at any time. Furthermore, the liability of the Owner to pay interest at the rate and in terms of the other clauses of this Agreement shall continue for the entire duration until payment/repayment of the entire dues irrespective of the exercise of the other remedies by the Developer and without affecting the other liabilities of the Developer hereunder.

22 ACQUISITION AND REQUISITION:

22.1 Except as contained in Clause 22.3 hereto, in case the Subject Property and/or any portion thereof is acquired or is requisitioned by the Government or any other Body or Authority hereafter but before the Completion of Construction of the Building Complex or the phase on such affected portion and issuance of Completion Certificate thereof by the Architect in respect thereof, then in that event the parties shall contest and challenge such acquisition. If however, acquisition or requisition becomes inevitable, then the parties shall have the following options:-

- (i) **Either** to exclude the portion or portions as may be the subject matter of such acquisition or requisition from being part of the Subject Property and to continue the Building Complex in the balance portion. In case of any such exclusion, the Subject Property shall be varied accordingly and the compensation received in respect of the acquisition or requisition of the acquired portion shall belong to the parties in the Agreed Ratio;
- (ii) **Or** to cancel this Agreement in its entirety in which event the Consequences of Cancellation mentioned in Clause 21.3 shall apply.

22.2 The Developer shall have a lien and first charge on the amount awarded in respect of such acquisition or requisition towards amounts receivable or recoverable by the Developer in either of the eventualities contemplated in Clause 22.1 above.

22.3 ACQUISITION AND REQUISITION AFTER COMPLETION OF THE BUILDING COMPLEX IN ANY PHASE: In case the Subject Property or any part thereof is acquired or requisitioned after Completion of Construction of the Building Complex in respect thereof or the Phase on the affected portion, then in that event the respective Transferees and allottee parties shall directly contest the acquisition or requisition proceeding and any compensation in respect of the respective areas shall belong to them respectively and otherwise proportionately.

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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
16 FEB 2022

- 23 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.
- 24 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 Subject Property 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:
- 24.1.1** The Arbitration Tribunal shall have summary powers and will be entitled to lay down their own procedure.
- 24.1.2** The Arbitration Tribunal will be at liberty to give interim orders and/or directions.
- 24.1.3** The parties agree to abide by all their directions and/or awards and not to challenge the same in any manner whatsoever or howsoever.
- 24.1.4** The seat of the Arbitration shall be at a place within the Ordinary Original Jurisdiction of the Hon'ble High Court at Calcutta.
- 25 JURISDICTION:** Only the Calcutta High Court and those having territorial jurisdiction over the Subject Property shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this Agreement or connected therewith including the arbitration as provided hereinabove.

SECTION-IV # SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

(SUBJECT PROPERTY)

ALL THAT the piece or parcel of land containing an area of 162.83 satak or 1.6283 acre or 4 Bighas 18 Cottahs 8 Chittack 9 Square feet more or less situate lying at and being divided and demarcated portion of R.S. Dag No. 5708 (containing a total area of 134.80 satak) recorded in R.S. Khatian Nos. 2720, 2752 and 2759, R.S. Dag No. 5704/7307 (containing a total area of 10.87 satak) recorded in R.S. Khatian Nos. 2753 and 2758 and R.S. Dag No. 5708/7313 (containing a total area of 58.62 satak) recorded in R.S. Khatian Nos. 2720, 2752 and 2759 and the entire R.S Dag Nos. 5708/7312, 5708/7314, 5708/7315, 5708/7316, 5704/7311, 5704/7310

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ADDITIONAL REGISTRAR
OF ASSURANCES OF FIDELITY
6 FEB 2022

all recorded in recorded in R.S. Khatian Nos. 2720, 2752 and 2759 and R.S. Dag No. 5711/7333 recorded in R.S Khatian No. 853, L.R. Dag Nos. 5475, 5466, 5469, 5471, 5473, 5474, 5472, 5470, 5465, 5507 all recorded in L.R. Khatian No. 10209 together with several dwelling rooms thereat admeasuring 2200 Square feet in Mouza Ariadaha Kamarhati, J. L. No. 1, Police Station – Belghoria (formerly Baranagar), Premises No.22, Feeder Road, Kolkata 700057, Holding No. 252/1 (formerly Holding No.252), within ward No. 10 of the Kamarhati Municipality in the District of North 24 Parganas and delineated in the Plan annexed hereto duly bordered thereon in **RED** and the same is butted and bounded as follows:

- On the North** : Partly by M.M Feeder Road and partly by premises Nos. 22, M. M. Feeder Road, 23, M. M. Feeder Road, 23/1, M. M. Feeder Road, 23/1/A, M. M. Feeder Road, 25/A, M. M. Feeder Road, 21/9, M. M. Feeder Road and 21/10, M. M. Feeder Road.
- On the South** : Partly by 15, Kumud Ghosal Road and 16, Kumud Ghosal Road
- On the East** : By portion of Premises No.22, Feeder Road; and
- On the West** : Partly by 15, Kumud Ghosal Road, 22/2, M.M Feeder Road, Premises No.23/1, M.M Feeder Road, Premises No.24, M.M Feeder Road and Nimchand Karar Street.

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:
(TENTATIVE COMMON AREAS AND INSTALLATIONS)

- 1. Common Areas & Installations at any Block:**
- 1.1 Concealed Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the installation of two lifts at the Designated Block.
- 1.2 Electrical installations with main switch and meter and space required therefore in the Building.
- 1.3 Overhead water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the Building.
- 1.4 Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.
- 2 Common Areas & Installations at the Building Complex:**
- 2.1 Electrical installations and the accessories and wirings in respect of the Building Complex and the space required therefore, if installed.

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ADDITIONAL REGISTRAR
OF SOCIETIES & ASSOCIATIONS
16 FEB 2022

- 2.2 Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Buildings.
- 2.3 Water waste and sewerage evacuation pipes and drains from the several buildings to the public drains.

THE THIRD SCHEDULE ABOVE REFERRED TO :

SPECIFICATIONS

1. **Structure:** RCC Superstructure.
2. **Internal walls:** Cement plastering overlaid with Plaster-of-Paris or AAC Block Brickwork overlaid with Putty or Punned Paris.
3. **Doors:** Wooden door frame with flush door.
4. **Windows:** Sliding Aluminum windows with large panes.
5. **Flooring:**
 - (i) Vitrified tiles flooring in living/dining room and bedrooms.
 - (ii) Ceramic anti skit tiles in bathrooms.
6. **Balcony:**
 - (i) Decorative MS railings up to 3 Feet Height.
 - (ii) Provision for full balcony grill (as per design approved by the developer) at extra cost.
 - (iii) Anti-skid Ceramic Floor Tiles.
7. **Kitchen:**
 - (i) Granite top platform with stainless steel sink.
 - (ii) Ceramic tiles dado above platform.
8. **Toilets:**
 - (i) Ceramic wall tiles up to door height.
 - (ii) Stainless steel CP fittings.
 - (iii) Western style WC in all bathrooms.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

EXTRAS AND DEPOSITS

Extras shall include:

- (i) Additions or alterations made in the Unit/Flat at the instance of the Transferees/buyers;
- (ii) Any type of taxes like GST, local taxes, and other statutory levy or tax, etc. payable to any government authority or local body (without however affecting the provisions in respect thereof under the operative part of the Agreement above;

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ADDITIONAL REGISTRAR
OF ASSURANCES - KARNATAKA
26 FEB 2022

- (iii) All costs, charges, deposits and expenses on account of bringing electricity lines/connections, HT & LT power (including Sub-station, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts payable to the electricity service provider;
- (iv) All costs, charges, deposits and expenses on account of bringing water lines/connections and all the amounts payable to the provider thereof;
- (v) All costs, charges and expenses on account of one or more generators and the like, other power back-up equipment and all their accessories (including cables, panel and the like) for the Complex;
- (vi) For Recreation Facilities;
- (vii) For Air-Conditioning of the Apartment (living/dining room and all bedrooms)
- (viii) Legal Charges;
- (ix) Mutation Charges post registration;
- (x) Nomination Charges;
- (xi) Rule 26 Charges.

Deposits shall include:

- (i) Maintenance Deposit for 18 months or actual, whichever is higher;
- (ii) Sinking Fund Deposit;

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(CHAIN OF TITLE)

1. **WHEREAS** one Sudhanshu Ghoshal (since deceased), Aditya Ghosal (since deceased) and Ajoy Ghosal (since deceased) (the last two being the sons of Late Phani Bhushan Ghoshal) were the owners of, amongst other properties, **ALL THAT** piece and parcel of land containing an area of 344.32 Satak more or less comprised in R.S. Dag Nos. (i) 5709 containing an area of 0.0919 Acre more or less, (ii) 5710 containing an area of 0.4050 Acre more or less, (iii) 5704/7305 containing an area of 0.0600 Acre more or less, (iv) 5704/7306 containing an area of 0.0125 Acre more or less, (v) 5704/7307 containing an area of 0.0271 Acre more or less, (vi) 5704/7311 containing an area of 0.0800 Acre more or less, (vii) 5708 containing an area of 1.3481 Acre more or less, (viii) 5708/7312 containing an area of 0.0975 Acre more or less, (ix) 5708/7313 containing an area of 0.5862 Acre more or less, (x) 5708/7314 containing an area of 0.1239 Acre more or less, (xi) 5708/7315 containing an area of 0.1637 Acre more or less, (xii) 5708/7316

Rising Star

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ADDITIONAL REGISTRAR
OF ASSURANCES IN KARNATAKA

26 FEB 2022

containing an area of 0.0137 Acre more or less, (xii) 5711/7319 containing an area of 0.0187 Acre more or less, (xiv) 5711/7331 containing an area of 0.1212 Acre more or less, (xv) 5711/7332 containing an area of 0.1112 Acre more or less and (xvi) 5711/7333 containing an area of 0.1825 Acre more or less all in Mouza Ariadaha Kamarhati, J.L. No.1, Police Station Belghoria (formerly Baranagar) in the District of North 24 Parganas, comprised in Municipal Holding No.252, Ward No.10, Premises No.22, Feeder Road, Calcutta - 700057 (hereinafter referred to as "the **BIGGER LOT**").

2. **AND WHEREAS** the said Sudhanshu Ghoshal, who was a Hindu during his lifetime and at the time of his death and governed by the Dayabhaga School of Hindu Law, died intestate and issueless in the year 1955, leaving him surviving his brother's son namely the said Ajoy Ghosal and Aditya Ghosal as his only heirs and legal representatives, who both upon his death inherited and became entitled to his entire part or share in the Bigger Lot, absolutely. Wife of Sudhanshu Ghoshal predeceased him.
3. **AND WHEREAS** the said Aditya Ghoshal, who was a Hindu during his lifetime and at the time of his death and governed by the Dayabhaga School of Hindu Law, died a bachelor and intestate on 03.11.1970 leaving him surviving his brother the said Ajoy Ghosal as his only heir and legal representative, who upon his death inherited and became entitled to his entire part or share in the Bigger Lot, absolutely.
4. **AND WHEREAS** the said Ajoy Ghosal who was a Hindu during his lifetime and at the time of his death and governed by the Dayabhaga School of Hindu Law, died intestate on 9th December 2011 leaving him surviving his son namely Ritzu Ghosal (the Owner hereto) and one daughter namely (Smt.) Haimanti Pathak as his only heirs and legal representatives who both upon his death inherited and became entitled to the Bigger Lot in equal undivided shares, absolutely. Wife of the said Ajoy Ghoshal namely Krishna Ghosal predeceased him.
5. **AND WHEREAS** by a Deed of Partition dated 20th November 2018 made between the said (Smt.) Haimanti Pathak as the Party of the First Part and the said Ritzu Ghosal as the Party of the Second Party and registered with the Additional District Sub Registrar Belghoria, 24 Parganas (North) in Book I Volume No. 1526-2018 Pages 166802 to 166830 Being No. 152605980 for the year 2018, the said Ritzu Ghosal was exclusively allotted **ALL THAT** piece and parcel of land containing an area 105 Cottahs 2 Chittack 26 Square Feet more or less comprised in R.S. Dag Nos. (i) 5708 containing an area of 0.3911 Acre more or less, (ii) 5704/7305 containing an area of 0.0600 Acre more or less, (iii) 5704/7306 containing an area of 0.0125 Acre more or less, (iv) 5704/7307 containing an area of 0.0271 Acre more or less, (v) 5704/7311 containing an area of 0.0800 Acre more or less, (vi) 5708/7312 containing an area of 0.0975 Acre more or less, (vii) 5708/7313 containing an area of 0.5862 Acre more or less, (viii) 5708/7314 containing an area of 0.1239 Acre more or less, (ix) 5708/7315 containing an area of 0.1637 Acre more or less, (x) 5708/7316 containing an area of 0.0137 Acre more or less, (xi) 5711/7333

Ritzu Ghosal

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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
6 FEB 2022

containing an area of 0.1825 Acre more or less in Mouza Ariadaha Kamarhati, J.L. No.1, Police Station Belghoria (formerly Baranagar) in the District of North 24 Parganas, comprised in Municipal Holding No.252, Ward No.10, Premises No.22, Feeder Road, Kolkata - 700057 (hereinafter referred to as "the **SMALLER LOT**"), absolutely and forever.

6. **AND WHEREAS** the Owner hereto and (Smt.) Haimanti Pathak were also the Owners of All That land measuring 0.15 Acre more or less comprised in R.S. Dag No. 5704/7310 containing an area of 0.1450 Acre more or less and (ii) R.S. Dag No 5708/7315 containing an area of 0.0050 acre more or less both in the said Mouza Ariadaha-Kamarhati, within the limits of Kamarhati Municipality, under Police Station Belghoria, District North 24 Parganas (hereinafter referred to as "the **0.15 Acre Property**") having received the same by way of inheritance from their father the said Ajoy Ghosal.
7. **AND WHEREAS** by a Deed of Gift dated 31st January 2022 and registered with Additional District Sub-Registrar Belghoria in Book I Being No. 152600985 for the year 2022, the said (Smt.) Haimanti Pathak in consideration of her natural love and affection towards his brother, the Owner hereto, granted conveyed and transferred, by way of gift, her entire one-half undivided share in the 0.15 Acre Property, absolutely and forever.
8. **AND WHEREAS** pursuant to the Deed of Partition, the Owner has caused to be mutated his name in the records of the Kamarhati Municipality under Holding No. 252/1 in respect of the Smaller Lot and shall cause to be mutated his name in respect of the 0.15 Acre Property in such records.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(DOCUMENTS)

1. Certified Copy of the R.S. Parcha for 5708, 5704/7307, 5704/7310, 5704/7311, 5708/7313, 5708/7312, 5708/7314, 5708/7315 and 5708/7316.
2. Original Deed of Partition dated 20th November 2018 made between the said (Smt.) Haimanti Pathak as the Party of the First Part and the said Ritzu Ghosal as the Party of the Second Party and registered with the Additional District Sub Registrar Belghoria, 24 Parganas (North) in Book I Volume No. 1526-2018 Pages 166802 to 166830 Being No. 152605980 for the year 2018
3. Original Deed of Gift dated 31st January 2022 and registered with Additional District Sub-Registrar Belghoria in Book I Being No. 152600985 for the year 2022
4. Original Mutation Certificate in respect of Holding No. 252/1 issued by the Kamarhati Municipality

Ritzu Ghosal

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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

4 FEB 2022

5. Khajana Receipts for the months of January 2019, May 2019, June 2019, March 2020
6. Municipal Tax Bills and Receipts for the months of February 2019, August 2019, March 2020

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 withinnamed OWNER at Kolkata in the presence of:

Sanyuktan Das
Advocate
6/10A Post Office St road -
Kolkata - 700001.

Manash Bhawanik

Ushampur Sibir
Agarpara
Kolkata 700109

Ritzu Ghosal
(RITZU GHOSAL)

SIGNED SEALED AND DELIVERED by the withinnamed DEVELOPER at Kolkata in the presence of:

1. Pratim Majumder
1 B & 2 Hare Street, Kolkata-700001
2. Pratik Bagaria
Adv.

PRABHA LIFESTYLE HOMES LLP
Harish Girdia
Designated Partner / Partner
(HARISH GIRDIA)

Drafted by me:-

Pratik Bagaria, Advocate
C/o DSP Law Associates, Advocates
4D, Nicco House, 2 Hare Street,
Kolkata-700001
F/1415/2010



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

1 FEB 2022

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED from the withinnamed Developer the withinmentioned sum of Rs.5100000/- (Rupees fifty one lakhs only) towards part payment of the Security Deposit in terms hereof as per memo below:-

MEMO OF CONSIDERATION

S.L NO.	By Demand Draft/Cheque Numbers	Date	Bank	Amount (Rs.)
1	000004	31.07.2020	HDFC Bank	1100000.00
2.	300490	09.02.2022	HDFC Bank	4000000.00
Total:				<u>5100000.00</u>

(Rupees fifty one lakhs only)

WITNESSES:

Pratibha Majumdar
Pratik Bagoria
A.W.

Pratik Bagoria



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

6 FEB 2022

SITE PLAN OF

R.S.DAGNDS.-5704/7305, 5704/7306, 5704/7307, 5708, 5704/7310, 5704/7311

5708/7312, 5708/7313, 5708/7314, 5708/7315, 5708/7316, 5711/7333

J.L.NO.-1, MOUZA- ARIADHA KAMARHATI, P.S.- BELGHORIA, UNDER KAMARHATI MUNICIPALITY, KOLKATA- 700057



Prabha Lifestyle Homes












PRABHA LIFESTYLE HOMES LLP












Prabha Lifestyle Homes
Designated Partner / Partner



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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
6 FEB 2022

<i>Finger prints of the executant</i>					
					
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little

<i>Finger prints of the executant</i>					
					
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
16 FEB 2022



भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार
Unique Identification Authority of India
Government of India

Enrollment No. : 1325/13550/00845

To
Ritzu Ghosal

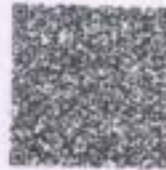
07/04/2017

S/O: Late Ajoy Ghosal
Ghosal Niwas
1 N G Ghosal Road
Near Ariadaha Hospital
Ariadaha
Ariadaha
Ariadaha, North 24 Paraganas, North 24 Parganas,
West Bengal - 700057
9830211206



KA167863751FH

16786375



आपका आधार क्रमांक / Your Aadhaar No. :

6895 5246 7036

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



Ritzu Ghosal

DOB: 08/10/1975

Male

6895 5246 7036



मेरा आधार, मेरी पहचान

Self Attested
Ritzu Ghosal

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

RITZU GHOSAL
AJOY KUMAR GHOSAL
08/10/1975

Permanent Account Number
AGRPG96S6R



Ritzu Ghosal
Signature

Self At-entd
Ritzu Ghosal

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AAYFP0541R



नाम / Name
PRABHA LIFESTYLE HOMES LLP

दिनांक / Date of Issue
18/08/2019

07112019

PRABHA LIFESTYLE HOMES LLP

*Prabha
Homes
LLP*

Designated Partner / Partner

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

HARISH KUMAR GIRIA
LALIT KUMAR GIRIA
19/12/1986



Permanent Account Number
AIRPG3901B



*Harish
Giria*
Signature

In case this card is lost / found, kindly inform / return to :

Income Tax PAN Services Unit, UTITSI,
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.

यह कार्ड खो जाने पर कृपया सूचित करें/लौटाएं :
आयकर पैन सेवा यूनिट, UTITSI,
प्लॉट नं: 3, सेक्टर 11, सी.डी.बी.बेलपुर,
नवी मुंबई - 400 614.

*to with
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भारत सरकार
GOVERNMENT OF INDIA



হারিস কুমার গিরিয়া
Harish Kumar Giria
জন্মতারিখ / DOB : 19/12/1986
পুরুষ / MALE

7564 1531 5705



আধার - সাধারণ মানুষের অধিকার



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:

S/O লালিত কুমার গিরিয়া, সুমের
ভিলা, কদ-৩৫, সল্টলাক সিটি,
১ম ফ্লোর, নিয়ার ট্যাঙ্ক নো - ০৩,
কোলকাতা, বিধাননগর চক ব্লক
স.ও, কলকাতা, বেঙ্গল,
700064

Address:

S/O Lalit Kumar Giria, SUMER
VILLA, CD-35, SALT LAKE CITY,
1ST FLOOR, NEAR TANK NO -
03, KOLKATA, Bidhannagr CC
Block S.O, Kolkata, West
Bengal, 700064



1947
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1947,
Bengaluru-560 001

Harish
Giria



भारत शासक

भारत निर्वाचन आयोग

भारत शासक

ELECTION COMMISSION OF INDIA
IDENTITY CARD

AZC1187467



निर्वाचक का नाम निर्वाचक महाराज

Elector's Name Dilip Mahata

पिता का नाम सुनील महाराज

Father's Name Nahanur Mahata

लिंग/लिंग पुरुष

जन्म तिथि/Date of Birth XX/XX/1985

Dilip mahata

AZC1187467

पता: नगर क्षेत्र - पुरी,
मंडल - बिसाद,
जिला - सितामढ़,
843318

Address: Zira Tola
Town/Vill - Hamaur,
Anchal - Bissand,
Dist. - SITAMARDI,
843318

दिनांक / Date : 05/03/2014

आयोग के अधिकारी द्वारा जारी की गई है।
आयोग के अधिकारी द्वारा जारी की गई है।
Facsimile Signature of Electoral Registration
Officer SO, Bissand, Constituency

आयोग के अधिकारी द्वारा जारी की गई है।
आयोग के अधिकारी द्वारा जारी की गई है।
आयोग के अधिकारी द्वारा जारी की गई है।

In case of change in address, mention this card
no. in the relevant form for including your name
to the roll at the changed address and to obtain
the card with the same number.

Form No.10

(vide Rule 61)

KAMARHATI MUNICIPALITY

RECEIPT FORM (Duplicate to be filled up by the paper process)

No.A/0032122
[ID:1360]

Holding No.: 252

Name of Street: 22 FEEDER ROAD

Circle No. ward No. 10

[Cell No: Not Registered]

Name of Assessee: HAIMONTI PATHAK & OTHERS

Received the sum of ₹****84700.00 (Rupees Eighty Four Thousand Seven Hundred Only)

On account of arrear rates/Property Tax/sur charge as detailed below:

	Arrear		Current Year 2018-2019				Total
	Period	Amount	1st Qtr Apr-Jun	2nd Qtr Jul-Sep	3rd Qtr Oct-Dec	4th Qtr Jan-Mar	
Property Tax	Q1,13/14	49416.00	8100.00	8100.00	8100.00	8100.00	81816.00
Less Rebate	to		405.00	405.00	405.00	405.00	1620.00
Total	Q4,17/18	49416.00	7695.00	7695.00	7695.00	7695.00	80196.00
Surcharge							
Less Rebate							
Total							
Interest		4504.00					4504.00
Warrant Fee							
Penalty							
TOTAL		53920.00	7695.00	7695.00		7695.00	84700.00

Rupees Eighty Four Thousand Seven Hundred Only

Chatterjee



Net Amt 84700.00

C02-SUPRATIM

Date: 15-FEB-2019
15-02-19 12:37

Chairman/Vice-Chairman/E.O.

Collector/Authorised Person

PAID BY RITZU GHOSAL

h

Form No.10

(Vide Rule 61)

KAMARHATI MUNICIPALITY

RECEIPT FORM (Duplicate to be filled up by the paper process)

No.A/0021620

[ID:60650]

Holding No.: 252/1

Name of Street: 22 FEEDER ROAD

Name of Assessee: RITZU GHOSAL

Circle No.

Ward No. 10

[Cell No: Not Registered]

Received the sum of ₹****15422.00 (Rupees Fifteen Thousand Four Hundred Twenty Two Only)

On account of arrear rates/Property Tax/sur charge as detailed below:

	Arrear		Current Year 2019-2020				Total
	Period	Amount	1st Qtr- Apr-Jun	2nd Qtr- Jul-Sep	3rd Qtr- Oct-Dec	4th Qtr- Jan-Mar	
Property Tax							
Less Rebate							
Total			7875.00	7875.00		15750.00	
Surcharge				393.75		393.75	
Less Rebate							
Total			7875.00	7481.25		15356.25	
Interest							
Warrant Fee			65.63			65.63	
Penalty							
TOTAL			7940.63	7481.25		15421.88	

Rupees Fifteen Thousand Four Hundred Twenty Two Only

Round: 0.12 Net Amt 15422.00

C03-POMPALI

Date: 01-AUG-2019
01-08-19 12:21

Chairman/Vice-Chairman

Collector/Authorized Person

Ru

Form No.10

(Vide Rule 61)

KAMARHATI MUNICIPALITY

No.A/0020825

RECEIPT FORM (Duplicate to be filled up by the paper process)

[ID:1360]

Holding No.: 252

Circle No.

Ward No. 10

[Cell No: Not Registered]

Name of Street: 22 FEEDER ROAD

Name of Assessee: HAIMONTI PATHAK & OTHERS

Received the sum of ₹****10530.00 (Rupees Ten Thousand Five Hundred Thirty Only)

On account of arrear rates/Property Tax/sur charge as detailed below:

	Arrear		Current Year 2019-2020				Total
	Period	Amount	1st Qtr Apr-Jun	2nd Qtr Jul-Sep	3rd Qtr Oct-Dec	4th Qtr Jan-Mar	
Property Tax			5400.00	5400.00			10800.00
Less Rebate				270.00			270.00
Total			5400.00	5130.00			10530.00
Surcharge							
Less Rebate							
Total							
Interest							
Warrant Fee							
Penalty							
TOTAL			5400.00	5130.00			10530.00

Rupees Ten Thousand Five Hundred Thirty Only

Net Amt 10530.00

C01-BIMAL

Date: 24-JUL-2019
24-07-19 11:40

Chairman/Vice-Chairman/E.O.

Collector/Authorised Person

Photocopy

P

Major Information of the Deed

Deed No :	I-1904-02919/2022	Date of Registration	16/02/2022
Query No / Year	1904-2000430272/2022	Office where deed is registered	
Query Date	08/02/2022 10:50:22 AM	1904-2000430272/2022	
Applicant Name, Address & Other Details	Subhash Naskar Kolkata,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9123314639, Status :Buyer/Claimant		
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 : 51,00,000/-]		
Set Forth value	Market Value		
	Rs. 17,07,46,462/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,071/- (Article:48(g))	Rs. 51,105/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Belgharia, Municipality: ARIADAH KAMARHATI, Road: Feedar Road, Mouza: Ariadaha, Premises No: 22, , Ward No: 010 JI No: 0, Pin Code : 700057


Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-5708	RS-2720	Bagan	Bastu	19.555 Dec		2,14,31,704/-	Property is on Road Adjacent to Metal Road,
L2	RS-5708	RS-2752	Bagan	Bastu	9.7775 Dec		1,07,15,853/-	Property is on Road Adjacent to Metal Road,
L3	RS-5708	RS-2759	Bagan	Bastu	9.7775 Dec		1,07,15,853/-	Property is on Road Adjacent to Metal Road,
L4	RS-5704/7307	RS-2753	Bastu	Bastu	1.355 Dec		12,62,285/-	Width of Approach Road: 2 Ft.,
L5	RS-5704/7307	RS-2758	Bastu	Bastu	1.355 Dec		12,62,285/-	Width of Approach Road: 2 Ft.,
L6	RS-5708/7313	RS-2720	Danga	Bastu	19.95 Dec		2,18,64,613/-	Property is on Road Adjacent to Metal Road,
L7	RS-5708/7313	RS-2752	Danga	Bastu	9.975 Dec		1,09,32,306/-	Property is on Road Adjacent to Metal Road,
L8	RS-5708/7313	RS-2759	Danga	Bastu	9.975 Dec		1,09,32,306/-	Property is on Road Adjacent to Metal Road,
L9	RS-5708/7312	RS-2720	Danga	Bastu	4.875 Dec		45,41,432/-	Width of Approach Road: 2 Ft.,
L10	RS-5708/7312	RS-2752	Danga	Bastu	2.4375 Dec		22,70,715/-	Width of Approach Road: 2 Ft.,

L11	RS-5708/7312	RS-2759	Danga	Bastu	2.4375 Dec		22,70,715/-	Width of Approach Road: 2 Ft.,
L12	RS-5708/7314	RS-2720	Danga	Bastu	6.185 Dec		67,78,578/-	Property is on Road Adjacent to Metal Road,
L13	RS-5708/7314	RS-2752	Danga	Bastu	3.0925 Dec		33,89,289/-	Property is on Road Adjacent to Metal Road,
L14	RS-5708/7314	RS-2759	Danga	Bastu	3.0925 Dec		33,89,289/-	Property is on Road Adjacent to Metal Road,
L15	RS-5708/7315	RS-2720	Danga	Bastu	8.435 Dec		92,44,511/-	Property is on Road Adjacent to Metal Road,
L16	RS-5708/7315	RS-2752	Danga	Bastu	4.2175 Dec		46,22,257/-	Property is on Road Adjacent to Metal Road,
L17	RS-5708/7315	RS-2759	Danga	Bastu	4.2175 Dec		46,22,257/-	Property is on Road Adjacent to Metal Road,
L18	RS-5708/7316	RS-2720	Danga	Bastu	0.685 Dec		6,38,129/-	Width of Approach Road: 2 Ft.,
L19	RS-5708/7316	RS-2752	Danga	Bastu	0.3425 Dec		3,19,065/-	Width of Approach Road: 2 Ft.,
L20	RS-5708/7316	RS-2759	Danga	Bastu	0.3425 Dec		3,19,065/-	Width of Approach Road: 2 Ft.,
L21	RS-5704/7311	RS-2720	Danga	Bastu	4 Dec		37,26,302/-	Width of Approach Road: 2 Ft.,
L22	RS-5704/7311	RS-2752	Danga	Bastu	2 Dec		18,63,151/-	Width of Approach Road: 2 Ft.,
L23	RS-5704/7311	RS-2759	Danga	Bastu	2 Dec		18,63,151/-	Width of Approach Road: 2 Ft.,
L24	RS-5704/7310	RS-2720	Danga	Bastu	7.25 Dec		67,53,923/-	Width of Approach Road: 2 Ft.,
L25	RS-5704/7310	RS-2752	Danga	Bastu	3.625 Dec		33,76,962/-	Width of Approach Road: 2 Ft.,
L26	RS-5704/7310	RS-2759	Danga	Bastu	3.625 Dec		33,76,962/-	Width of Approach Road: 2 Ft.,
L27	RS-5711/7333	RS-853	Danga	Bastu	18.25 Dec		1,70,01,254/-	Width of Approach Road: 2 Ft.,
		TOTAL :			162.83Dec	0 /-	1694,84,212 /-	
		Grand Total :			162.83Dec	0 /-	1694,84,212 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2, L3, L4, L5, L6, L7, L8, L9, L10, L11, L12, L13, L14, L15, L16, L17, L18, L19, L20, L21, L22, L23, L24, L25, L26, L27	2200 Sq Ft.	0/-	12,62,250/-	Structure Type: Structure
Gr. Floor, Area of floor : 2200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 30 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		2200 sq ft	0 /-	12,62,250 /-	



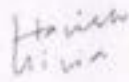
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	RITZU GHOSAL Son of Late Ajay Ghosal Executed by: Self, Date of Execution: 16/02/2022 , Admitted by: Self, Date of Admission: 16/02/2022 ,Place : Office			
		16/02/2022	LTI 16/02/2022	16/02/2022
1, N. G. Ghosal Road, City:- Ariadaha Kamarhati, P.O:- Ariadaha, P.S:-Belghoria, District:-North 24-Parganas, West Bengal, India, PIN:- 700057 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AGxxxxxx6R,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 16/02/2022 , Admitted by: Self, Date of Admission: 16/02/2022 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	PRABHA LIFESTYLE HOMES LLP 51, Vivekananda Road, 4th Floor, City:- Kolkata, P.O:- Burrobazar, P.S:-Burrobazar, District:-Kolkata, West Bengal, India, PIN:- 700007 , PAN No.:: AAxxxxxx1R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Harish Kumar Giria (Presentant) Son of Lalit Kumar Giria Date of Execution - 16/02/2022, , Admitted by: Self, Date of Admission: 16/02/2022, Place of Admission of Execution: Office	Photo  Feb 16 2022 5:28PM	Finger Print  LTI 16/02/2022	Signature  16/02/2022
, 18, Rabindra Sarani, Poddar Court, 7th Floor, Room No. 703/704, Gate No. 4, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: Alxxxxxx1B,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : PRABHA LIFESTYLE HOMES LLP (as Designated Partner)				

Identifier Details :

Name	Photo	Finger Print	Signature
Dileep Mahato (Alias Name: Dilip Kumar Mahato) Son of Late N Mahato Zava Tola, City:- , P.O:- Tariyani Chapra, P.S:-BELSAND, District:-Silamarhi, Bihar, India, PIN:- 843316	 16/02/2022	 16/02/2022	 16/02/2022
Identifier Of RITZU GHOSAL, Harish Kumar Giria			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	RITZU GHOSAL	PRABHA LIFESTYLE HOMES LLP-19.555 Dec

Transfer of property for L10

Sl.No	From	To. with area (Name-Area)
1	RITZU GHOSAL	PRABHA LIFESTYLE HOMES LLP-2.4375 Dec

Transfer of property for L11

Sl.No	From	To. with area (Name-Area)
1	RITZU GHOSAL	PRABHA LIFESTYLE HOMES LLP-2.4375 Dec

Transfer of property for L12

Sl.No	From	To. with area (Name-Area)
1	RITZU GHOSAL	PRABHA LIFESTYLE HOMES LLP-6.185 Dec

Transfer of property for L13

Sl.No	From	To. with area (Name-Area)
1	RITZU GHOSAL	PRABHA LIFESTYLE HOMES LLP-3.0925 Dec

Transfer of property for L14

Sl.No	From	To. with area (Name-Area)
1	RITZU GHOSAL	PRABHA LIFESTYLE HOMES LLP-3.0925 Dec

Transfer of property for L15		
Sl.No	From	To. with area (Name-Area)
1	RITZU GHOSAL	PRABHA LIFESTYLE HOMES LLP-8.435 Dec
Transfer of property for L16		
Sl.No	From	To. with area (Name-Area)
1	RITZU GHOSAL	PRABHA LIFESTYLE HOMES LLP-4.2175 Dec
Transfer of property for L17		
Sl.No	From	To. with area (Name-Area)
1	RITZU GHOSAL	PRABHA LIFESTYLE HOMES LLP-4.2175 Dec
Transfer of property for L18		
Sl.No	From	To. with area (Name-Area)
1	RITZU GHOSAL	PRABHA LIFESTYLE HOMES LLP-0.685 Dec
Transfer of property for L19		
Sl.No	From	To. with area (Name-Area)
1	RITZU GHOSAL	PRABHA LIFESTYLE HOMES LLP-0.3425 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	RITZU GHOSAL	PRABHA LIFESTYLE HOMES LLP-9.7775 Dec
Transfer of property for L20		
Sl.No	From	To. with area (Name-Area)
1	RITZU GHOSAL	PRABHA LIFESTYLE HOMES LLP-0.3425 Dec
Transfer of property for L21		
Sl.No	From	To. with area (Name-Area)
1	RITZU GHOSAL	PRABHA LIFESTYLE HOMES LLP-4 Dec
Transfer of property for L22		
Sl.No	From	To. with area (Name-Area)
1	RITZU GHOSAL	PRABHA LIFESTYLE HOMES LLP-2 Dec
Transfer of property for L23		
Sl.No	From	To. with area (Name-Area)
1	RITZU GHOSAL	PRABHA LIFESTYLE HOMES LLP-2 Dec
Transfer of property for L24		
Sl.No	From	To. with area (Name-Area)
1	RITZU GHOSAL	PRABHA LIFESTYLE HOMES LLP-7.25 Dec
Transfer of property for L25		
Sl.No	From	To. with area (Name-Area)
1	RITZU GHOSAL	PRABHA LIFESTYLE HOMES LLP-3.625 Dec
Transfer of property for L26		
Sl.No	From	To. with area (Name-Area)
1	RITZU GHOSAL	PRABHA LIFESTYLE HOMES LLP-3.625 Dec
Transfer of property for L27		
Sl.No	From	To. with area (Name-Area)
1	RITZU GHOSAL	PRABHA LIFESTYLE HOMES LLP-18.25 Dec

Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	RITZU GHOSAL	PRABHA LIFESTYLE HOMES LLP-9.7775 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	RITZU GHOSAL	PRABHA LIFESTYLE HOMES LLP-1.355 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	RITZU GHOSAL	PRABHA LIFESTYLE HOMES LLP-1.355 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	RITZU GHOSAL	PRABHA LIFESTYLE HOMES LLP-19.95 Dec
Transfer of property for L7		
Sl.No	From	To. with area (Name-Area)
1	RITZU GHOSAL	PRABHA LIFESTYLE HOMES LLP-9.975 Dec
Transfer of property for L8		
Sl.No	From	To. with area (Name-Area)
1	RITZU GHOSAL	PRABHA LIFESTYLE HOMES LLP-9.975 Dec
Transfer of property for L9		
Sl.No	From	To. with area (Name-Area)
1	RITZU GHOSAL	PRABHA LIFESTYLE HOMES LLP-4.875 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	RITZU GHOSAL	PRABHA LIFESTYLE HOMES LLP-2200.00000000 Sq Ft

Endorsement For Deed Number : I - 190402919 / 2022

On 16-02-2022

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

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

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

Presented for registration at 17:14 hrs on 16-02-2022, at the Office of the A.R.A. - IV KOLKATA by Harish Kumar Giria

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 17,07,46,462/-

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

Execution is admitted on 16/02/2022 by RITZU GHOSAL, Son of Late Ajay Ghosal, 1, N. G. Ghosal Road, P.O: Ariadaha, Thana: Belghoria, , City/Town: ARIADAHA KAMARHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700057, by caste Hindu, by Profession Others

Identified by Dileep Mahato, , Dilip Kumar Mahato, , Son of Late N Mahato, Zava Tola, P.O: Tariyani Chapra, Thana: BELSAND, , Sitamarhi, BIHAR, India, PIN - 843316, by caste Hindu, by profession Private Service

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

Execution is admitted on 16-02-2022 by Harish Kumar Giria, Designated Partner, PRABHA LIFESTYLE HOMES LLP (LLP), 51, Vivekananda Road, 4th Floor, City:- Kolkata, P.O:- Burrobazar, P.S:-Burrobazar, District:-Kolkata, West Bengal, India, PIN:- 700007

Identified by Dileep Mahato, , Dilip Kumar Mahato, , Son of Late N Mahato, Zava Tola, P.O: Tariyani Chapra, Thana: BELSAND, , Sitamarhi, BIHAR, India, PIN - 843316, by caste Hindu, by profession Private Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 51,105/- (B = Rs 51,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 84/-, by online = Rs 51,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/02/2022 5:31PM with Govt. Ref. No: 192021220184768938 on 15-02-2022, Amount Rs: 51,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 5877977559140 on 15-02-2022, Head of Account 0030-03-104-001-16

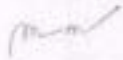
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 18660, Amount: Rs.50/-, Date of Purchase: 10/11/2021, Vendor name: S Tiwari

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/02/2022 5:31PM with Govt. Ref. No: 192021220184768938 on 15-02-2022, Amount Rs: 75,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 5877977559140 on 15-02-2022, 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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2022, Page from 297232 to 297298

being No 190402919 for the year 2022.



Digitally signed by MOHUL
MUKHOPADHYAY

Date: 2022.03.02 10:25:52 +05:30
Reason: Digital Signing of Deed.

Mm

(Mohul Mukhopadhyay) 2022/03/02 10:25:52 AM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)

DATED THIS 16th DAY OF February 2022

BETWEEN

RITZU GHOSAL

... OWNER

AND

PRABHA LIFESTYLE HOMES LLP

... DEVELOPER

AGREEMENT

DSP LAW ASSOCIATES
Advocates
4D, NICCO HOUSE
1B & 2, HARE STREET
KOLKATA-700001