

05172/2023

P-4980/23



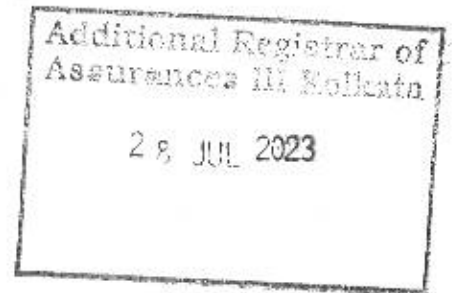
पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AH 285004



certified that the Document is admitted to registration. The Signature Sheet and the instrument sheets attached to this document are the part of this document.

Additional Registrar
of Assurance-III, Kolkata



12-44 hrs
SP
28/07/23

2/18.13109/23

Development Agreement Cum Power of Attorney

This Development Agreement made on this the 28th day of July, 2023 amongst

10 MAY 2023

No. 9744 Rs. 50/- Date.....

Name : TAMAL DAS PAUL Advocate

Address : Alipore Judges Court

Vendor : Alipore Collectorate 24Pgs (South)

SUBHANKAR DAS
STAMP VENDOR
Alipore Police Court Kot-27



Generated by :
Rajesh Dhali
c/o Madan Dhali
Madhurapur (P.O, P.S)
3 24 Pgs, 743354

- a) **MR. PANKAJ PODDAR**, son of Shiv Kumar Poddar, by occupation Business, by faith Hindu, by nationality Indian, having personal **PAN No. AERPP5352F** and **Aadhar No. 3896 6195 5464**, presently residing at N-5, CL-8, Saltlake Sector-III, Bidhannagar (M), Police Station-Bidhan Nagar (South), District-North 24 Parganas, Kolkata-700097, West Bengal; and
- b) **MRS. VIJAYA PODDAR**, wife of Mr. Pankaj Poddar, by occupation Business, by faith Hindu, by nationality Indian, having personal **PAN No.ACFPJ9844A** and **Aadhar No. 2267 3439 3027**, presently residing at N-5, CL-8, Saltlake Sector-III, Bidhannagar (M), Police Station-Bidhan Nagar (South), District-North 24 Parganas, Kolkata-700097, West Bengal and;
- c) **MR. PRAMOD DAYAL RUNGTA**, son of Prabhu Dayal Rungta, by occupation Business, by faith Hindu, by nationality Indian, having personal **PAN No. ADWPR5427M** and **Aadhar No. 4635 1930 6940**, presently residing at Manikaran Flat -9SB 3 B Ram Mohan Mullick Garden Lane, Belegkata, Kolkata-700010, and;
- d) **MRS. PUJA RUNGTA**, wife of Mr. Pramod Dayal Rungta, by occupation Business, by faith Hindu, by nationality Indian, having personal **PAN No.AFKPR2073P** and **Aadhar No. 5100 0986 2547**, presently residing at Manikaran Flat-9SB 3 B Ram Mohan Mullick Garden Lane, Belegkata, Kolkata-700010;

Hereinafter collectively referred to as the "**Owners**" (which expression shall mean and includes their respective heirs, executors, administrators and assigns etc.) of the **First Part**;

And

TRUSTWORTHY NIRMAN LLP (PAN NO.: AAQFT0426P), a Limited Liability Partnership within the meaning of the Limited Liability Partnership Act, 2008, having LLPIN:AAR-9905, having its registered office at 19/1, Camac Street, 2nd Floor, Post Office - Park Circus, Police Station - Shakespeare Sarani, Kolkata -700017, represented by it's Designated Partner, **MR. PANKAJ PODDAR**, son of Shiv Kumar Poddar, by Occupation - Business, by Faith - Hindu, by Nationality - Indian, presently residing at N-5, CL-8, Salt Lake Sector-III, Bidhannagar (M), Police Station-Bidhan Nagar (South), District-North 24 Parganas, Kolkata-700097, West Bengal, having personal **PAN No. AERPP5352F** and Aadhar No. **3896 6195 5464**, duly authorized vide Board Resolution dated 6th April, 2023, hereinafter referred to as the

“Developer” (which expression shall mean and include its successors, successors-in-interest and/or permitted assigns) of the **Second Part**;

The **“Owners”**, and the **“Developer”** are hereinafter collectively referred to as the **“Parties”** and individually as a **“Party”**.

Whereas:

- A. The Owners represent as follows:-
- (i) the Owners are well and sufficiently entitled and/or seized and possessed, as absolute owners to their respective share, to/of **ALL THAT** the piece and parcel of Bastu land containing an area of 14 (Fourteen) Cottahs 13 (Thirteen) Chittacks and 26 (Twenty Six) Sq. Ft. equivalent to 24.50 Satak (Decimal) more or less, out of 49 Satak (Decimal) comprises in L.R. Dag No. 1623 corresponding R.S. Dag No. 1539, under L.R. Khatian No.4245, 4246, 4247, 4248 lying and situate at Mouza - Kumrakhali, J.L. No. 48, under P.S. Sonarpur, comprised in Municipal holding No. 2404, under Ward No. 27, Dakshin Kumrakhali Road, within the local limits of the Rajpur-Sonarpur Municipality, within the jurisdiction of Additional District Sub-Registrar (A.D.S.R.) Garia, in the district of 24 Paraganas (South), West Bengal together with a Tali shed temporary structure admeasuring about 1,000 sq. Ft., (hereinafter **“Property”**) morefully and particularly described in the **First Schedule** hereunder written, and duly demarcated and delineated with red border in the map annexed herewith as **Annexure - A**. The devolution of title of the Owners is morefully and particularly described in the **Third Schedule** written hereunder;
 - (ii) Owners have acquired title to Property by and under Title Deeds and details of their respective ownership and share in the land parcels comprised in the Property;
 - (iii) Property and/or any and all part or portion thereof is free from all Encumbrances and have in the vacant, peaceful and physical possession of the Owners;
- B. The Owners being desirous of commercially exploiting their respective share in the Property, has agreed that for the mutual benefit and advantage, the

Property described in the **First Schedule** hereunder written, be collectively developed as a composite development, such that greater profits and revenues would accrue to the Owners.

- C. In pursuance of the aforesaid, the Owners approached the Developer for the development of a residential project on the land parcels comprised in the Property.
- D. Developer being engaged in the business of development of real estate, having the necessary infrastructure, man power and financial means, it has been agreed amongst the Parties that the Property be developed, and dealt with by the Developer and accordingly Owners entering into this agreement with Developer to stipulate terms and conditions subject to which the land parcels comprised in the Property, will be developed and / promoted by the Developer;
- E. Accordingly, based on the mutual understanding and negotiation between the Parties, the Parties agreed to enter into this development agreement subject to the terms and conditions as recorded herein.

Now Therefore, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement and other good and valuable consideration (the sufficiency whereof is hereby mutually acknowledged), the Parties with the intent to be legally bound, hereby agree as follows:-

Article 1

Definitions and interpretation

1.1 Definitions

In addition to any other terms which are defined in this Agreement, and unless the context otherwise requires, each of the following terms, when used in this Agreement shall have the respective meaning assigned to them in this Article:

"Agreement" shall mean this Agreement together with all Schedules and/or Annexures attached hereto and/or incorporated herein by reference or otherwise, as may be amended in writing by and/or on behalf of the Parties from time to time.

"Applicable Laws" shall mean and include Indian laws, enactments, statutes, acts of legislature or parliament, ordinances, rules, regulations, orders, judgments,

notifications, decrees, bye-law, governmental approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law and shall include any of the foregoing, injunction, permit or decision of any central, state or local, municipal government, authority, agency, court having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter and further include any amendments, revisions, updation thereof.

“Architect” shall mean the qualified person or persons appointed by the Developer for designing and planning and supervising the construction of the Project;

“Association” shall mean such association, society or holding organization as may be formed by the Developer, Transferee(s), occupiers, or Purchaser(s) for the common purpose and maintenance and management of the Project;

“Building(s)” or “Multistoried Building(s)” shall mean multistoried building or buildings and each building is consisting of as many residential flat(s), commercial spaces, shops, car parking and other Saleable Space as may be / to be constructed by the Developer on or upon the Property or any part or portion thereof;

“Common Areas And Facilities” shall mean the access roads, common areas and portions of the Project as also the common facilities and infrastructure, which may be made available by the Developer for the users/occupiers to access and/or facilitate the use and enjoyment of the Unit(s) and / or Saleable Space, each as determined by the Developer at its sole and absolute discretion.

“Developer’s Allocation” shall have the meaning ascribed to such term in Clause 9.1 and include Developer’s Allotted Portion.

“Developer’s Allotted Portion” shall have the meaning ascribed to such term in **Clause 13.7** of this Agreement.

“Developer’s Designated Bank Account” shall have the meaning ascribed to such term in **Clause 13.2** of this Agreement.

“Development Rights” in the context of the Property shall mean and include all rights, interests and privileges therein and the constructions thereon, which rights, interest and privileges shall include without limitation, *inter alia*, the right to:-

- (a) enter into and retain continuous unhindered, unimpeded, unrestricted, unconditional, peaceful access to and physical control of each of the land parcels comprising the Property and/or the Property;
- (b) commercially exploit the Property by way of execution and implementation of the Project thereon, and to deal with the Project in terms of this Agreement;
- (c) determine at its sole discretion the scheme of development the Property, the nature and design of the Project as also the mode and manner of execution and implementation thereof;
- (d) prepare and make necessary applications to the relevant Government Authorities and/or other bodies/authorities and/or revise, modify or amend applications, with the assistance of the Owners, as may be determined by the Developer from time to time at its sole discretion, for the smooth execution and implementation of the Project;
- (e) prepare and/or cause to be prepared plan of the proposed Building(s) and / or Project to be constructed on the Property or any part thereof and make such modifications, revisions, additions, alterations thereto as the Developer may deem fit and proper, and make necessary applications for the approval, sanction, modifications, revisions, additions, alterations of such plans and sign, execute and deliver all writings, undertakings and agreements as may be necessary in connection with the aforesaid;
- (f) appoint Architects, surveyors, engineers, contractors, consultants, agencies, service providers and other Person or Persons in connection with the execution and implementation of the Project;
- (g) make applications to all the concerned Governmental Authorities and/or other bodies/authorities for obtaining connections of water, electricity and all other utilities and facilities;
- (h) if so desired demolish any existing structures on the Property in consultation with the Owners, and deal with the debris and the proceeds as it deem fit and proper;

- (i) construct internal roads, drainage facilities, water supply facilities, sewage disposal facilities, electricity supply lines etc. and Common Areas and Facilities;
- (j) determine the mode, manner, calculation, loading and charging of the super built area of the several spaces to be constructed on the Property or any part thereof and to change the same from time to time, at the discretion of the Developer;
- (k) carry out the marketing of the Project and sales of the Saleable Space and / or any part or portion thereof and to sell and/or transfer and/or create any manner of interest over/in respect of the various areas comprising the Project including any and all Saleable Space, at such prices, on such terms and conditions and in favour of such Persons as the Developer may determine;
- (l) sell, convey and otherwise transfer, dispose of, alienate, deal with, assign, lease, grant licenses etc. and/or create third party rights over/in/in respect of any Saleable Space and / or construction made on the Property and / or undivided interest on the Property or any part or portion thereof, in such manner as the Developer may deem fit and proper and to execute all agreements, deeds, documents in respect thereof, receive and appropriate the proceeds and/or any other consideration and/or all the revenues including Gross Receipts generated therefrom/in respect thereof;
- (m) Subject to Clause 10, mortgage, create any charge, lien, in respect of any and/or all the land parcels comprising the Property and/or on the buildings and other constructions/improvements constructed/made on the Property to obtain financial assistance from any banks or financial institutions or any Third Party for the purpose of execution and implementation of the Project;
- (n) own all the buildings, constructed areas/premises and developments, improvements on the Property;
- (o) secure the occupation certificate, completion certificate, approvals, certificates, consents relating to fire, sewage, airport clearance (if required), environmental clearance and all other certificates/approvals/ licenses/ consents required for the execution implementation and completion of the Project or any part thereof;

- (p) manage the Property and bear and pay all construction costs, material costs, labour costs and all ancillary costs for construction of the Project, save and except as provided herein;
- (q) pay and bear all Outgoings in respect of each of the land parcels comprising the Property commencing on and from the Effective Date;
- (r) to develop the Project under the brand name of the Developer and / or its constituents and/or its associates/affiliates, as the Developer may determine at its discretion and to display and advertise the name, brand name etc. of the Developer and/or its associates/affiliates at the Property;
- (s) establish such new entity or entities as the Developer may determine to assume the obligations, liabilities and costs connected with the management and maintenance of the Property and/or entrust/assign /delegate all or any rights, obligations, liabilities and costs as stipulated herein to such entities as may be determined by the Developer;
- (t) do any other acts as may be required to ensure the timely execution and smooth completion and operation of the Project and those incidental and/or related to any of the rights stated herein;

“Dispute” shall have the meaning ascribed to such term in **Clause 17.1** of this Agreement.

“Effective Date” shall mean the date of execution of this Agreement.

“Encumbrances” shall mean any mortgage, pledge, equitable interest, hypothecation, encumbrance, title defect, title retention agreement, lien, charge, lispendens, liabilities, claims, demands, prohibitions, wakfs, debutors, trusts, bargadars, bhagchasis, occupants, tenancies, thika tenancies, leases, trespassers, encroachments, acquisitions, requisitions, attachments, alignments, Third Party claims etc. whatsoever or howsoever, commitment, restriction or limitation of any nature, transfer or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same.

“Escrow Account” shall have the meaning ascribed to such term in **Clause 13.1** of this Agreement.

“Escrow Bank” shall have the meaning ascribed to such term in **Clause 13.1** of this Agreement.

“Extra Charges and Deposits” shall mean the statutory charges, other extra charges for any electrical, energy, and / or water infrastructure facilities or utilities including generator charges, transformers charges, club facilities / membership charges and applicable taxes and / or levies including goods and service tax (GST), and any other applicable taxes as may be applicable and / or levied on the Transfer of any Saleable Space in the Project, and also include deposits (statutory or otherwise) including maintenance deposits, sinking fund, which are collected by the Developer from the Transferee(s) or Purchaser(s) while selling and / or agreeing to sale the Saleable Space in the Project or otherwise.

“Final Statement” shall have the meaning ascribed to such term in **Clause 13.5** of this Agreement.

“Force Majeure” – shall mean and include an event preventing either Party from performing any or all of their obligations under this Agreement, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders including any order of injunction or stay restraining the work of construction of the said project.

“Gross Receipts” shall mean all amounts received on account of the sale and / or Transfer of any Saleable Space and / or part or portion thereof including Car Parking Space of the Project and shall include preferred location charges and hi-rise charges, but does not include the Extra Charges and Deposits;

“Governmental Authority” shall mean: (a) any national, state, city, municipal or local government, governmental authority; (b) any agency or instrumentality of any of the authorities referred to in (a) above; (c) any non-governmental regulatory or administrative authority, body or other organization, to the extent that the rules, regulations, standards, requirements, procedures or orders of such authority, body or other organization have the force of law; or (d) any competent court or tribunal.

“Handover Date” shall have the meaning ascribed to such term in **Clause 13.12** of this Agreement.

“Interest” shall mean the interest to be calculated on any amount at the rate of 12% per annum.

“Marketing Expenses” shall have the meaning ascribed to such term in **Clause 8.4**;

“Outgoings” shall mean all rates, taxes, municipal taxes, property taxes, assessments, land revenue and all other outgoings by whatsoever name called payable in respect of each of the land parcels comprising the Property and / or in respect of the Unit(s), each together with interest and penalty thereon, if any.

“Owners’ Allocation” shall have the meaning ascribed to such term in **Clause 8.1** of this Agreement and includes Owners’ Allotted Portion, if any.

“Owners’ Allotted Portion” shall have the meaning ascribed to such term in **Clause 13.7** of this Agreement.

“Owners’ Designated Bank Account” shall have the meaning ascribed to such term in **Clause 13.2**;

“Person(s)” shall mean any individual, sole proprietorship, unincorporated association, body corporate, corporation, company, partnership, limited liability partnership, joint venture, Governmental Authority or trust or any other entity or organization;

“Plan” or **“Sanction Plan”** shall mean the plan prepared or caused to be prepared by the Developer for the Project and sanctioned by the Rajpur – Sonarpur Municipality and / or any other concerned Government Authority having authority to sanction

the said plan and shall further include any modifications, alterations, amendments, additions or deletions to such Plan and / or Sanction Plan as may be done by the Developer from time to time at its sole and absolute discretion.

"Possession Notice" shall have the meaning ascribed to such term in **Clause 13.11** of this Agreement.

"Project" shall mean the development proposed to be carried out by the Developer on land parcels comprising the Property as may be ascertained by the Developer, comprising of such number of Building(s) and each building comprising of as many Residential Flat(s), Unit(s), commercial spaces, shops, Car Parking and other Saleable Space as may be as may be determined by the Developer at its sole and absolute discretion, the proportion and/or area of each such component, manner of construction to be determined by the Developer.

"Project Completion Date" shall have the meaning ascribed to such term in **Clause 13.5** of this Agreement.

"Property" shall have the meaning ascribed to such term in **Recital A** of this Agreement;

"Saleable Space" shall mean any residential flat(s), apartments, commercial spaces, shops, offices, retail and / or Unit(s) or any other space available for independent use and occupation at the Project and include car parking space (both covered or uncovered) and include undivided proportionate impartible variable interest in the Property or any part or portion thereof;

"Security Deposit" shall have the meaning ascribed to such term in Clause 5.1.

"Third Party" shall mean any Person that/who is not a signatory to this Agreement.

"Title Deeds" shall mean and refer to all the documents represented by the concerned Owners as evidencing ownership, right, title and interest over and in respect of land parcels comprising the Property, with the documents whereunder the Owners have acquired freehold title to their respective land parcels comprised in Property.

“Transfer” (including with correlative meaning, the terms “transferred by” and “transferability”) shall mean to transfer, sell, assign, pledge, mortgage, hypothecate, create a security interest in or Encumbrance on, place in trust, exchange, gift or transfer by operation of law or in any other way.

“Transferee(s)” or **“Purchaser(s)”** shall mean any Person to whom any Saleable Space in the Project is agreed to be sold / transferred or has been sold / transferred (including the Owners with regard to Owners’ Allotted Portion and Developer with regard to Developer’s Allotted Portion, if any);

“Unit(s)” shall mean residential flat(s), apartments, commercial spaces, shops, offices, retail and / or any other Saleable Space capable of independent use and occupation at the Project and include car parking space (both covered or uncovered) and include undivided proportionate impartible variable interest in the Property;

“Unsold Units” shall have the meaning ascribed to such term in Clause 13.5 (j) of this Agreement;

1.2 Interpretation

In the interpretation of this Agreement, the following rules of interpretation shall apply, unless the contrary intention appears:

- 1.2.1 references to any law shall include any statutes and/or rules and/or regulations made or guidelines issued thereunder, and any other rules, regulations, guidelines, policy statements, orders or judgments having the force of law, and in each case, as amended, modified, restated or supplemented from time to time;
- 1.2.2 words in the singular include the plural and vice versa, and words importing any gender include all genders;
- 1.2.3 a reference to a Clause, a Sub-Clause, an Article, a Schedule or an Annexure is a reference to a Clause, a Sub-Clause, an Article, a Schedule or an Annexure, as the case may be of, or to, this Agreement;
- 1.2.4 headings are for convenience only and shall not affect the construction or interpretation of this Agreement;

- 1.2.5 the Recitals, Schedules and Annexures comprise a part of the operation provisions of this Agreement, and references to this Agreement shall include references to the Recitals, Articles, Clauses, Sub-Clauses hereof and the Schedules and Annexures hereto;
- 1.2.6 the term "or" shall not be exclusive and the terms "herein", "hereof", "hereto" and "hereunder" and other terms of similar import shall refer to this Agreement as a whole and not merely to the specific provision where such terms may appear, and the terms "including" and "include" shall be construed without limitation;
- 1.2.7 each of the representations and warranties provided in this Agreement are independent of the other representations and warranties in this Agreement, and unless the contrary is expressly stated, no Clause in this Agreement limits the extent or application of another Clause;
- 1.2.8 the words "directly or indirectly" mean directly or indirectly through one or more intermediary Persons or through contractual or other legal arrangements, and "direct or indirect" shall have the correlative meanings;
- 1.2.9 an obligation of a Party to this Agreement to do something shall include an obligation to ensure that the same shall be done, and an obligation on its part not to do something shall include an obligation not to permit, suffer or allow the same to be done;
- 1.2.10 the rule of construction, if any, that a contract should be interpreted against the Parties responsible for the drafting and preparation thereof shall not apply;
- 1.2.11 all approvals/consents to be granted by any of the Parties under this Agreement and/or any mutual agreements to be arrived at between the Parties shall be in writing;
- 1.2.12 for the purposes of this Agreement, the Party's "knowledge" of a fact, matter, circumstance or thing, shall include facts, matters or things which the Party knew of or ought reasonably to have known of, following due enquiry.

ARTICLE - 2

REPRESENTATIONS AND WARRANTIES

- 2.1 Without prejudice to any other provisions of this Agreement, at or before execution of this Agreement the Owners has further assured, undertaken, warranted, covenanted and represented to the Developer as follows:
- i) that the Owners are full and absolute joint owners of the each and every land parcels comprised in the Property as described in the First Schedule hereunder written;
 - ii) that the title of the Owners to land parcels comprising the Property is free, clear and marketable;
 - iii) that Owners has the full right and absolute power and authority to deal with the entire land comprising the Property or any part and portion thereof;
 - iv) that there is no embargo on the Owners from dealing with land parcels comprising the Property and/or transferring and/or alienating the same in any manner whatsoever or howsoever, save and except as specifically provided herein;
 - v) that entirety of each of the land parcels comprising the Property are free from all Encumbrances, whatsoever or howsoever; and
 - vi) that save and except the Owners, no other Person and/or Third Party has any manner of right or title or interest or claim or demand over or in respect of any of the land parcels comprising the Property and/or any part or portion thereof; and
 - vii) that the Owners has not dealt with any part or portion of land parcels comprising the Property in any manner or created any Third Party right or title or interest therein or entered into any agreement, contract etc. in respect thereof, save and except as specifically provided herein; and
 - viii) that no part or portion of any of the land parcels comprising the Property is the subject of any acquisition and/or alignment by any government body and/or authority, statutory or otherwise, and further

the Owners has not received any notice of acquisition and/or alignment in respect of any part or portion of the land parcels comprising the Property, and there are no claims from any authority nor are there any proceedings pending or initiated in relation thereto by any Person and/or under any Applicable Laws, and the Owners are neither aware of nor have knowledge of any circumstances or facts or matters which are likely to give rise to any such notices or claims or proceedings; and

- ix) that neither the Title Deeds nor any other documents in respect of any of the land parcels comprised in the Property or any part thereof have been deposited in favour of any party or Person with the intention of creating an equitable mortgage or as security for performance of any act or payment of any money or otherwise; and
- x) that there is no manner of boundary dispute in respect of any of the land parcels comprising the Property; and
- xi) that no Person or Persons whosoever has claimed any right of pre-emption over or in respect of any of the land parcels comprising the Property or any part thereof and there are no outstanding actions, claims or demands between the Owners and any third party in respect of any of the land parcels comprised in the Property; and
- xii) that no part or portion of any of the land parcels comprising the Property is subject to any attachment under the provisions of the Public Demand Recovery Act, 1913 or under the Income Tax act, 1961 or under any statute (central or state or local) for the time being in force; and
- xiii) that no right or easement that may be required for execution of the Project and/or appurtenant to and/or benefitting each of the land parcels comprising the Property is restricted in any way, and such rights and easements are enjoyed freely without interruption and without restrictions as to hours of use or otherwise and no Person or Governmental Authority has any right to terminate or curtail a right or easement appurtenant to or benefitting any of the land parcels comprising the Property; and

- xiv) that Owners does not hold any excess land under the provisions of any Applicable Laws (central or state or local) including Urban Land (Ceiling & Regulation) Act, 1976; and
- xv) that the provisions of the East Kolkata Wetlands (Conservation and Management) Act, 2006, do not apply to any of land parcels comprising the Property; and
- xvi) that there are no legal or other proceedings pending in respect of any part or portion of any of the land parcels comprising the Property nor is there any threat of any such proceedings and there are no unfulfilled or unsatisfied judgments, injunctions or attachments, court orders, debts, notices etc.; and
- xvii) that no means of access to the Property is shared with or subject to rights of determination or requires payment to any Third Party; and
- xviii) the Owners has been in continuous peaceful and physical possession of the land parcels comprising the Property, without any hindrance or impediment; and
- xix) that no third party has claimed or acquired any manner of right in any of the land parcels comprising the Property by way of adverse possession or otherwise; and
- xx) that none of the land parcels comprising the Property are subject to any covenants, restrictions, stipulations, options, rights of pre-emption, adverse estate right or interest, licenses, grants, exceptions or reservations or other such rights (whether legal or equitable) the benefit of which is vested in Third Party or to any other rights or arrangement in favour of any Third Party (whether in the nature of a public or private right or obligation) and further there is no agreement to create the same; and

- xxi) that there is no order of any court or any other statutory authority prohibiting sale and/or transfer and/or alienation of any of the land parcels comprising the Property or any part or portion thereof; and
- xxii) that there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing, or pending in respect of and/or against any part or portion of any of the land parcels comprising the Property nor are any such proceedings threatened or anticipated, which may prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or the transactions stated herein and/or enjoin, restrict or prohibit the performance by the Owners its obligations under this Agreement and/or prevent the Owners from fulfilling their respective obligations set out in this Agreement or arising from this Agreement; and
- xxiii) that in relation to each land parcel:
 - a) all the terms and conditions in relation to each land parcel are contained in their respective Title Deeds and there are no other agreements, documents or letters relating to or affecting the same;
 - b) the Owners has in its possession, all original deeds, documents and writings which are necessary to prove their respective right, title and interest to the Property;
- xxiv) that each of the representations and warranties contained herein are true and correct and shall survive and subsist at all times.

2.2 Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Parties have agreed to enter into this Agreement for promoting and developing the Project on the Property and has parted with the amount of consideration as hereinafter appearing and but for the aforesaid representations, the Parties would not have otherwise entered into this agreement nor would have parted with the amount of consideration.

Article 3

Grant of Development Rights

- 3.1 In lieu of the consideration as recorded hereinafter, the Owners hereby and hereunder, on the Effective Date, grants, assures and assigns in favour of the Developer, the sole and exclusive Development Rights in respect of the Property together with all benefits, privileges and rights appurtenant thereto.
- 3.2 In lieu of the consideration as recorded herein, the Developer accepts the aforesaid grant of the Development Rights in respect of the Property, and agrees to undertake the development of the Project, at its own cost and expense.
- 3.3 It is further clarified and understood that on and from the Effective Date:-
- 3.3.1 the Owners shall not retain any right to Transfer and/or deal with land parcels comprising the Property and/or the Property other than in the manner stipulated herein;
- 3.3.2 the Developer shall be entitled to commence the work of construction to the extent the same is permissible under Applicable Laws on any one or more land parcels comprising the Property as it may determine;
- 3.3.3 the Developer shall be entitled to enter into and retain continuous unhindered, unimpeded, unrestricted, unconditional, peaceful access to and physical control of each of the land parcels comprising the Property and/or the Property.
- 3.4 The Owners hereby agrees and undertakes that subject to receipt from the Developer of the Security Deposit and the receipt of the Owners' Allocation in the manner as stipulated herein, the grant of the Development Rights to the Developer is on a sole and exclusive basis, free and clear of all Encumbrances.
- 3.5 The Owners shall, without any demur or delay, co-operate and do all acts/deeds that may be required or deemed desirable by the Developer to give effect to the provisions of this Agreement, including but not limited to, signing and submitting any plans, applications, consents and proposals to various Governmental Authorities and/or other bodies/authorities, to enable the Developer to exercise its Development Rights with respect to each of the land

parcels comprising the Property and/or the Property.

- 3.6 It is agreed that the Developer shall implement and execute the Project on the Property itself and/or through the agencies of third parties nominated by the Developer and/or Persons identified by the Developer, on the account and at the cost and expenses of the Developer.

Article 4

Consideration

- 4.1 The consideration in lieu whereof the Owners has granted the Development Rights to, unto and in favour of the Developer is the receipt, by the Owners from the Developer, of:-(i) the refundable / adjustable Security Deposit (ii) Developer agreeing to undertake the construction and completion of the Project at its own cost and expense, or of its nominees; and (iii) the receipt by the Owners of the Owners' Allocation in the manner stipulated herein.
- 4.2 The consideration in lieu whereof the Developer has accepted the grant of the Development Rights from the Owners and obligations under the Agreement, is the receipt by the Developer, of the Developer's Allocation in the manner stipulated herein.

Article 5

Security Deposit

- 5.1 In order to secure due performance by the Developer of its obligations, the Developer has agreed to deposit a refundable / adjustable security deposit of a sum of Rs.2,00,000/- (Rupees Two Lacs only) (hereinafter referred to as "**Security Deposit**") with the Owners and the said Security Deposit is payable by the Developer to all the Owners simultaneously with the execution of this Agreement.
- 5.2 The Security Deposit payable by the Developer to the Owners shall be paid to each Owner in the same proportion in which the Owners own the land parcels comprised in the Property.

- 5.3 Without prejudice to the other provisions of this Agreement, the Security Deposit held by the Owners shall be adjustable / refundable in the manner stipulated in this Agreement.

Article 6

Obligations of the Parties

6.1 Obligations of the Owners

The Owners hereby agrees, undertakes and covenants that:

- (a) the Owners shall establish, ensure and maintain free, clear and marketable title to each of the land parcels comprising the Property and shall handover the physical possession of the Property simultaneously with the execution of this Agreement;
- (b) the Owners shall ensure that the access to and physical control of the Developer over/in respect of each of the land parcels comprising the Property and/or the Property is not hindered or impeded or obstructed in any manner whatsoever;
- (c) the Owners shall apply and obtain at its own cost and expenses mutation of the entire land parcels comprised in the Property in their respective name in the records of Rajpur - Sonarpur Municipality.
- (d) the Owners shall pay and bear and continue to remain liable and responsible to pay and bear for the period upto the Effective Date (irrespective of when the bills/demands for the same are received/raised), the entirety of all the Outgoings and shall keep the Developer fully safe, harmless and indemnified in respect thereof;
- (e) the Owners shall, if so required, apply and get order, if applicable and required for the Project, for amalgamation of all the land parcels comprised in the Property into one single plot, from the concerned Government Authority having authority and / or jurisdiction in this regard at the costs to be borne by the developer and in case any assistance is required Developer shall, at the request of the Owners,

provide its support and assistance in obtaining such amalgamation order from the concerned Government Authority having jurisdiction in this regard;

- (f) the Owners shall immediately inform the Developer of any notice received by the Owners modifying, varying, suspending any rights pertaining to any part or portion of any of the land parcels comprising the Property;
- (g) the Owners shall not convey, assign, alienate or part with possession or deal with or Transfer any interest or create any Encumbrance(s) in/over(i) any of the land parcels comprising the Property or any part thereof; and/or (ii) the rights, title and interest of the Owners under this Agreement in favour of any Person, save and except as per the terms of this Agreement.
- (h) Save as specified in this Agreement, the Owners shall not create or cause any Encumbrance(s) over any portion of any of the land parcels comprising the Property and further, remove the Encumbrances, if any, in respect of any of the land parcels comprising the Property, and settle any claim related to the same without any claim and / or demand from Developer in this regard;
- (i) the Owners shall not create a charge and/or lien and/or Encumbrance over and/or in respect of the Owners' Allocation and / or Owners' Allotted Portion, save and except as provided herein in this Agreement;
- (j) the Owners shall deal with the Owners' Allotted Portion only in the manner and subject to the terms stipulated herein;
- (k) the Owners shall carry out rectifications in any defect in title and /or ownership with respect to Property or any part or portion thereof, that may be pointed out by the Developer or that has come to the knowledge of the Owners within a timeframe as may be agreed between the Parties;
- (l) the Owners shall, from time to time and within such time frames as may be reasonably determined by the Developer sign, execute and deliver such applications, plans, instruments, papers, deeds and

documents and undertake and execute all such acts, deeds and things as may be requested by the Developer from time to time for submission to any statutory or competent authority or otherwise or for any other purpose as the Developer may determine, in order to enable the Developer to exercise its rights and/or fulfill its obligations stipulated herein;

- (m) as and when required by the Developer, the Owners shall appear before the concerned Governmental Authorities and government departments and/or officers and also all other state, executive, judicial or quasi-judicial, municipal and other authorities and also all courts and tribunals, for all matters connected with the land parcels comprised in the Property or any part or portion thereof and/or in relation to the execution and implementation of the Project;
- (n) the Owners shall co-operate in good faith with the Developer in all respects for the execution and implementation of the Project in terms of this Agreement and provide all assistance as may be required/requested by the Developer to enable the Developer to implement and complete the Project;
- (o) the Owners shall not cause any obstruction or interference or impediment in the construction and development of the Project and/or in the exercise of the Development Rights by the Developer in terms of this Agreement.
- (p) the Owners shall execute and deliver registered and unregistered power(s) of attorney (each as determined by the Developer) to authorise and empower the Developer and/or its nominee(s), as may be required by the Developer for carrying out various acts, deeds and things in respect of the development and implementation of the Project and to deal with the same in terms of this Agreement;

6.2 **Obligations of the Developer**

The Developer shall, at its own cost and expense:

- (a) Make payment of the Security Deposit to the Owner in the manner stipulated herein;
- (b) take all such steps as may be required for the timely execution, promotion, development and implementation of the Project;
- (c) to apply for and obtain all the necessary permissions, approvals and/or clearances of any nature in relation to development of the Property and/or Project or any part or portion thereof, if any pending;
- (d) remain responsible for due compliance with all Applicable Laws/ statutory requirements, whether local or state or central, in respect of the construction and development of the Property and/or Project and Developer shall ensure that the said Applicable Laws/ statutory requirements are duly complied with;
- (e) on and from the Effective Date, make proper provision for safety and security of the Property;
- (f) The Developer shall carry on the construction of the Project or any part thereof on the Property or any part thereof as per the Applicable Laws, building laws and /or rules regulations and bye-laws framed thereunder or such other law as may be applicable at the time of construction of the Project on the Property and / or any part thereof and further in accordance with the Sanction Plan.
- (g) Developer shall at its own costs and expenses, apply for and obtain temporary and permanent connections of water, electricity, power, drainage, sewerage and/or gas to the Project and other inputs and facilities required for the construction or enjoyment of the Project;
- (h) DEVELOPER shall, at its own costs and expenses and without creating any financial or other liability (save and except agreed hereunder) on Owners construct, erect and complete the Project or part thereof in pursuant to the Sanction Plan and as per the specifications as may be decided by the Developer from time to time but shall in no case be inferior to the Specifications normally provided commensurate with the

size and nature of the Project. The decision of the Developer regarding all aspects of construction including the quality of materials shall be final and binding on the Parties.

- (i) Periodically as specifically mentioned herein or as and when reasonably requested by the Owners, keep the Owners informed about the progress of the Project.
- (j) hand over the Owners' Allotted Portion, if any to the Owners or their nominees free from all Encumbrances on Handover Date;
- (k) make timely payment of the Owners' Allocation in the manner as stipulated in Clause 13.2 and Clause 13.6 of this Agreement;
- (l) Developer shall use its best endeavor to utilize entire FAR (Floor Area Ratio) of the Property in order to ensure the maximum benefit accrues to the Parties.

Article 7

Development of the Project

- 7.1 The Developer shall commence the development of the Project within 6 (Six) months from the date of receipt of the Sanction Plan from the concerned sanctioning authority and shall, subject to force majeure, use its best endeavor to complete the construction of the Project within 3 (Three) years from the receipt of the Sanction Plan with a grace period of another 6 (Six) months.
- 7.2 Notwithstanding anything contained anywhere in this Agreement, the Developer will have all the permanent rights and entitlements to ingress, egress, roadways, pathways etc. to/from/ into the Property;
- 7.3 The Developer shall be entitled to and shall have the right, at its sole and absolute discretion, to either develop the land parcels comprised in the Property independently or to develop the entire land parcels comprised in the Property as one single plot of land.

Article 8

Owner's Allocation and manner of alienation thereof

- 8.1 In lieu of granting the Development Rights in favour of the Developer, the Owners shall be entitled to receive 36% [Thirty Six percent] of the Gross Receipts to be generated from the sale of Saleable Space of the Project to be developed on the Property (hereinafter collectively "**Owners' Allocation**"). The Owners' Allocation payable by the Developer to the Owners shall be paid to each Owner in the same proportion in which the Owners own the land parcels comprised in the Property.

Article 9

Developer's Allocation

- 9.1 Subject to the terms herein, the Developer shall have the absolute and unfettered right and authority in perpetuity to :
- a) deal with and/or dispose of any and all part or portion of the Project, each in such a manner as the Developer may deem fit and proper at its sole and absolute discretion, in lieu of consideration to be determined and collected only by the Developer and on such terms and conditions as the Developer may deem fit and proper, and the Owners shall not object to the same in any manner or on any ground whatsoever, and each of such areas shall be under the exclusive ownership, control, use and possession of the Developer.
 - b) Receive and appropriate (i) 64% (Sixty Four percent) of the Gross Receipts to be generated from the sale of Saleable Space of the Project to be developed on the Property and (ii) 100% of the Extra Charges and Deposits (hereinafter collectively "**Developer's Allocation**").
- 9.2 The Parties hereby agree and acknowledge that the rights, title, interest and ownership of any and all the improvements (which shall include the buildings or other structures developments) made by the Developer on the Property, shall vest solely and absolutely with the Developer and that the Owners shall

have no rights, title, interest or ownership to any of such improvements, save and except to receive Owners' Allocation in terms of this Agreement.

- 9.3 Save and except Gross Receipts all the other sums received and/or collected as Extra Charges and Deposits by the Developer including the taxes, levies and statutory deposits and extra charges, other amounts for infrastructure facilities and/or utilities which are by its nature supposed to be retained or appropriated by the Developer or paid by the Developer to the concerned tax authorities or other Government Authorities, shall also be retained by the Developer and the balance of the said Extra Charges and Deposits other than as aforesaid which by its nature is supposed to be paid by the Developer to the Association upon its formation for the benefit of the members of such association shall be handed over by the Developer to the Association upon its formation and Owners shall have no claim and / or demand against the Developer in this regard in any manner and / or of any nature whatsoever.

For the sake of clarity it is hereby clarified that the taxes, levies, deposits etc., that are collected by the Developer from the intending buyers shall be deposited and accounted by the Developer only and the Developer and shall keep each of the Owners safe, harmless and indemnified against all claims, demands, actions, losses etc., suffered or sustained by the Owners in this regard.

Article 10

Borrowing and funding for the Project

- 10.1 It is clarified that the Owners shall, at the request of the Developer, cause such parts or portions of the Property or rights in respect thereof to be charged or mortgaged from time to time in favour of such Person(s) as the Developer may deem necessary including by way of equitable mortgage by deposit of the original Title Deeds, for the purpose of raising funds for the execution and implementation of the Project, and without prejudice to such obligation of the Owners, the Owners hereby authorizes and empower the Developer and/or its nominee(s) to carry out, execute and perform various acts, deeds and things in respect of creation of such mortgage, charge, etc. including signing and executing all necessary deeds and documents. Further, the Developer shall

also be entitled to create a charge / mortgage on the buildings and other structures/improvements constructed on the Property for the aforesaid purpose of raising funds. The Owners shall execute such documents and deeds and do such things as shall be required for the creation of a charge or mortgage on any buildings on the Property, from time to time. The Developer shall be entitled to appropriate and use all the funds so received only for the execution and implementation of the Project provided that the Developer shall solely remain liable and responsible for the repayment of such borrowings, and shall keep each of the Owners safe, harmless and indemnified against all claims, demands, actions, losses etc., suffered or sustained by the Owners in this regard. The Owners shall also provide all necessary co-operation and assistance to the Developer as may be required to amend or extinguish any of the aforesaid mortgage rights.

Article 11

Authority

11.1 Authority in favour of the Developer

11.1.1 In order to facilitate the Developer to undertake the Project and/or for speedy construction, erection, completion and implementation of the Project, and to, *inter alia* (a) exercise the Development Rights; (b) exercise the rights granted under Clause 10 hereinabove; (b) sell, license, lease, transfer, Encumber or otherwise dispose of and/or deal with and/or alienate and/or create third party rights over: (i) any part or the whole of the constructions made and/or built up space comprising the Project; and/or (ii) any part or portion of the Project; and/or (iii) an undivided share in any part or portion of the land comprised in the Property, which comprises in the Project without prejudice to and in addition to and the other powers, rights and authorities granted hereunder by the Owners in favour of the Developer, the Owners hereby appoints the Developer, as its constituted attorney and authorized representative, *inter alia* for each of the aforesaid purposes in respect of the Property and hereby unconditionally grants to and in favour of the Developer the powers stated in the **Second Schedule** hereunder written and further has, simultaneously with the execution of these presents, granted in favour of the Developer powers by way of a separate power of attorney, each with the intent and purpose that such powers shall be effective and operational on and from

the Effective Date, and the Owners shall be bound by each of the acts done and executed by the Developer in pursuance of these powers and further the Owners, hereby ratifies and confirms and agrees to ratify and confirm and be bound by all and whatsoever the Developer shall do or cause to be done in or about the Property, in exercise of all the powers granted under these presents and/or in pursuance hereof. The Owners hereby agrees to execute and register further requisite documents, including specific powers of attorney as may be required by the Developer from time to time.

11.1.2 The Owners shall simultaneously with the execution of this Agreement, execute and / or register separate power of attorney in favor of the Developer granting all necessary powers and authorities required to implement and effectuate this Agreement and exercise the Development Rights provided herein with regard to the Project including all the acts and things that are necessary for the development, promotion and construction of the Project on the Property, commercial exploitation of the Unit(s) and other Saleable Space, sanction and / or modifications amendments of the Sanction Plan, sale and Transfer all or any of the Unit(s) and / or Saleable Space.

11.1.3 The Owners acknowledges and accepts that by virtue of this Agreement, the Developer has acquired a substantial interest and right in the Property of the Owners and thus, each of the powers granted in favour of the Developer including those under these presents as also under the abovementioned and other powers of attorney that may be executed from time to time, being coupled with interest and consideration, can be revoked only with the written consent of the Developer and any revocation without consent shall be *void ab initio*.

11.1.4 It is agreed and understood that the powers granted hereunder by the Owners to the Developer shall not absolve the Owners from its liability and responsibility to make, file and obtain necessary sanctions, permissions etc., do such acts, deeds and things as may be reasonably requested by the Developer from time to time as also to fulfill and perform each of its several obligations and duties as stipulated herein.

11.1.5 It is further clarified and understood that despite the grant of the aforesaid authority in favour of the Developer, the Owners shall, as and when requested

by the Developer, either itself or along with Developer, sign, execute and register/lodge for registration such deeds, documents, applications, etc. as may be requested from time to time by the Developer.

Article 12

Documentation

- 12.1 Subject to the terms herein, the Developer shall have the right to enter into all documents, deeds, etc. for the sale/transfer etc. of Saleable Space or for granting any manner of right or interest in any Saleable Space at any part or portion of the Project comprising the Project in terms of these presents in such a manner as the Developer may determine at its sole and absolute discretion.
- 12.2 All agreements, documents, deeds, papers etc. pertaining to the sale/transfer/creation of any manner of interest/right in any part or portion of the Project and/or the Property shall be in terms of the drafts and or formats prepared by the advocate of the Developer i.e. ARSS LEGAL, Advocates and Attorneys, of PS Srijan Corporate Park, Unit 1509, 15th Floor, Tower - I, Plot G2, Block GP, Sector V, Salt Lake, Kolkata - 700 091.

Article 13

Escrow Account, Final Statement and Distribution of Unsold Units

- 13.1 It is agreed and understood between the Parties that a separate bank account (hereinafter referred to as "**Escrow Account**") will be opened for the Project in the name of the Developer and all Gross Receipts towards sale / alienation of any part or portion of the Project other than Extra Charges and Deposits shall be received by and in the name of the Developer and shall be deposited in the Escrow Account to be opened by the Developer with such bank (hereinafter "**Escrow Bank**") as may be decided by the Developer at its sole discretion.
- 13.2 It is agreed by and between the Parties that a standing mandate will be given to the Escrow Bank for the automatic transfer, of Gross Receipts to be received in the Escrow Account, into the designated bank account of the respective Owners (hereinafter referred to as "**Owners' Designated Bank Account**") and

designated bank account of the Developer (hereinafter referred to as "**Developer's Designated Bank Account**") in the following manner:

- a) An amount equivalent to Goods and Service Tax (GST) and such other taxes as may be applicable on sale of Saleable Space and collected with each Gross Receipts shall first be transferred to Developer's Designated Bank Account. Rate at which such amount shall be transferred shall be intimated by the Developer to the banker at its sole discretion from time to time as may be required because of change in/ of Applicable Laws and / or change in applicable tax rate.
- b) After payment and transfer of the sum as mentioned in Clause 13.2 (a) above, all amount remaining shall be distributed as follows :
 - i) 64% (Sixty Four Percent) of the Gross Receipts (excluding taxes) shall be transferred to Developer's Designated Bank Account towards Developer's Allocation; and
 - ii) Balance 36% (Thirty Six Percent) of the Gross Receipts (Excluding Taxes) shall be transferred to respective Owners' Designated Bank Account of the Owners as payment towards Owners' Allocation;

For the sake of clarity it is hereby clarified that all the payments to Developer and Owners shall be made only in compliance with the West Bengal Real Estate (Regulation and Development) Act, 2016 ("WBRERA")and if because of WBRERA payment percentage during the construction period needs to be amended then the same will amended to abide by the WBRERA. However those changes will in no way amend the understanding between the Parties and Owners will be entitled to receive agreed Owners' Allocation and any deficit because of compliance of WBRERA shall be paid to the Owners upon completion of the Project after adjustment of the unadjusted Security Deposit, if any.

- 13.3 It is agreed and understood between the Parties that all other sum received as Extra Charges and Deposits towards sale / alienation of Saleable Space and / or any part or portion of the Project can be received by and in the name of the Developer and will be deposited in such account as may be decided by the Developer at its sole discretion.

- 13.4 The Developer shall be responsible and liable to provide a monthly statement to the Owner within 21 (Twenty one) days from the end of the respective month, containing the details of the following:
- a) Saleable Space wise sales during the month;
 - b) Saleable Space wise sales upto that month;
 - c) Saleable Space wise Gross Receipts received by the Developer during the month;
 - d) Saleable Space wise Gross Receipts received by the Developer upto that month;
 - e) Amount accrued to the respective Owners during the month as Owners' Allocation;
 - f) Amount accrued to the Owners upto that month as Owners' Allocation;
 - g) Amount paid to the respective Owners as Owners' Allocation during the month;
 - h) Amount paid to the respective Owners' Owners' Allocation upto that month;
 - i) Amount recovered from respective Owners as share of the Marketing Expenses for the month.
 - j) Amount recovered from respective Owners as share of the Marketing Expenses till that month.
 - k) Amount adjusted towards Security Deposit from respective Owners during the month;
 - l) Amount adjusted towards Security Deposit from respective Owners upto that month;
 - m) Saleable Space wise Gross Receipts to be collected from the Transferee(s) in future;
 - n) Details of unsold Unit(s) / Saleable Space.
- 13.5 Upon completion of the Project as certified by the Architect (hereinafter "**Project Completion Date**"), the Developer shall prepare a final statement of accounts (hereinafter "**Final Statement**") and send it to the Owners within 45 [Forty Five] Days from Project Completion Date together with following information / details :

- a) Saleable Space wise Gross Receipts received by the Developer till date of Final Statement;
- b) Amount accrued to the respective Owners as Owners' Allocation till date of Final Statement;
- c) Amount paid to the respective Owners as Owners' Allocation till date of Final Statement;
- d) Amount recovered from Owners as share of the Marketing Expenses till date of Final Statement.
- e) Saleable Space wise Gross Receipts to be collected from the Transferee(s) in future, if any, for the Saleable Space already sold;
- f) Marketing Expenses yet to be collected from the Owners attributable to Sold Unit(s) / Saleable Space;
- g) Amount of Security Deposit already adjusted from the respective Owners till date of the Final Statement;
- h) Amount of the unadjusted Security Deposit, if any, recoverable from the respective Owners;
- i) Net amount payable to the respective Owners after all adjustment (including Security Deposit and Marketing Expenses) till date of Final Statement;
- j) Details of unsold Unit(s) / Saleable Space in the Project with complete details of Unit(s) (hereinafter "**Unsold Units**").

13.6 The Developer shall within 30 (Thirty) days from the date of sending the Final Statement, shall make payment of the final amount due to the respective Owners as per the Final Statement. Any delay by the Developer in making payment of any of the amounts stipulated in the Clause 13.2 shall make the Developers liable to pay Interest on each of such delayed payments @ 12 % p.a.

13.7 It is agreed by and between the Parties that in case any Unit(s) remains unsold as on the date of Final Statement i.e. Unsold Units including Car Parking and any other salable area, then those Unsold Unit(s)/ Salable Area shall be distributed among the Developer and Owners in the ratio of 64 : 36 i.e. Developer will be get 64% of the Unsold Units / Salable Area (hereinafter "**Developer's Allotted Portion**") and Owners will get 36% of the Unsold Unit(s)/ Salable Area (hereinafter "**Owners' Allotted Portion**");

- 13.8 All the Unit(s) comprised in the Developer's Allotted Portion and Owners' Allotted Portion shall be duly allotted, demarcated and identified out of the Unsold Units in such manner as may be mutually agreed between the Parties at that time, Any fraction in allotment shall be dealt by the Parties in such manner as may be mutually agreed between the Parties at the time of allotment of Unsold Units;
- 13.9 It is agreed between the Parties that once the allotment and demarcation of the Unit(s) are done for the Developer's Allotted Portion and Owners' Allotted Portion, such demarcation and allotment shall be final and binding on the Owners and Developer. It is further agreed and understood that the Owners shall not be entitled to call upon and/or claim or demand from the Developer for allocation of any part or portion of the Owners' Allotted Portion in any other part or portion of the Project.
- 13.10 Each and every portion of the Owners' Allotted Portion and Developer's Allotted Portion in the Project shall be allotted and/or allocated by the Developer on and subject to the same terms and conditions as those governing the allotment/allocation of the other such super built-up area/spaces comprised in the Project including but not limited to the percentage/proportion of the undivided share in the land which shall be attributable to such super built up area, the location and portion of the land in which such undivided share shall be transferred, the nature of the right to be granted in such land, the quantum and frequency of the maintenance and other charges etc., and the Owners agree and undertake not to make or raise or set up any claim contrary thereto.
- 13.11 Once the demarcation of identification of the Owners' Allotted Portion is done, the Developer shall call upon the Owners to take possession of the Owners' Allotted Portion, within 30 (Thirty) days from the date of the notice in this regard issued by the Developer ("**Possession Notice**") subject to the Owners paying to the Developer each of the undernoted amounts:-

13.11.1 the Extra Charges and Deposits attributable to the Owners' Allotted Portion at the same rate at which it is collected from the Intending Buyers;

13.11.2 Unadjusted amount of the Security Deposit from the respective Owners;

For the removal of doubt it is agreed by and between the Parties that the respective Owners shall be liable to pay Extra Charges and Deposits (at the same rate at which Extra Charges and Deposits are paid by the Intending Buyers of the Saleable Space in the Project) to the Developer for the respective Owners' Allotted Portion. In case Owners does not pay the respective Extra Charges and Deposits and Security Deposit as stated hereinabove, then the Developer shall reduce the square feet from the respective Owners' Allotted Portion of the said Owners at the then prevailing market rate of the Project and the Owners' Allotted Portion of such Owners shall stand reduced by such square feet and Developer shall handover the possession of such reduced Owners' Allotted Portion to such Owners. Square Feet so reduced from the said Owners shall become and form part of the Developer's Allotted Portion.

13.12 Simultaneously with the receipt of each of the applicable amounts stipulated in Clause 13.11 hereinabove, the Developer shall hand over the Owners' Allotted Portion to the Owners ("**Handover Date**"). On and from the Handover Date all Outgoings and maintenance charges with regard to Unit(s) allotted to the respective Owners as the Owners' Allotted Portion shall be borne and incurred by the respective Owners. In case Owners fail to take handover of the Owners' Allotted Portion within 30 (thirty) days from the Possession Notice then it shall be deemed to be handed over on and from the date of expiry of 30 (thirty) days from the date of Possession Notice for the purpose of this Clause.

Article 14

Title Deeds

14.1 It is recorded that simultaneously with the execution of these presents, the Owners has agreed to and hereby deposit all the original Title Deeds related to the Property with the Developer.

Article 15

Indemnity

15.1 Owners' Indemnity

Without prejudice to any other obligations and / or specific indemnity provided by the Owners herein, the Owners further hereby jointly and severally, agrees to indemnify, defend and hold harmless the Developer against and in respect of any and all liabilities, losses (other than consequential losses), costs, damages, commissions and/or expenses (together with reasonable attorney's fees and disbursement), which may be suffered or sustained by the Developer by reason of (i) the non-performance and non-observance of any of the terms and conditions of this Agreement by the Owners or any of the Owners; and/or (ii) acts of willful negligence or intentional misconduct by the Owners or any of the Owners; and/or (iii) breach of the provisions of this Agreement by the Owners or any of the Owners; and/or (iv) any representation and warranty by the Owners found to be misleading or untrue or any breach by any of the Owners of any representation and warranty contained in this Agreement; and/or (v) any Third Party demand or claim or action in respect of any part or portion of the Property; and/or (vi) any Encumbrance on and/or defect in the title or any claim or demand in respect of the title to any part or portion of the Property; and/or (vii) acquisition and/or requisition and/or attachment and/or vesting of any part or portion of the Property (viii) failure by the Owners to fulfill their obligations under any Applicable Laws and/or under this Agreement and/or on account of any claims, damages, payments, charges expenses or recoveries of any kind whatsoever in respect of any land parcel comprised in the Property and / or the Property as a result of any act or omission on the part of the Owners in relation to the Project or otherwise and/or the performance by the Owners of the obligations contained herein.

15.2 Developer's Indemnity

Without prejudice to any other obligations and / or specific indemnity provided by the Developer herein, Developer hereby further agrees to indemnify, defend and hold harmless the Owners against and in respect of any and all liabilities, losses (other than consequential losses), costs,

damages, commissions and/or expenses (together with reasonable attorney's fees and disbursement), which may be suffered or sustained by any of the Owners by reason of :(i) the non-performance and non-observance of any of the terms and conditions of this Agreement by the Developer; and/or (ii) acts of willful negligence or intentional misconduct by the Developer; and/or (iii) breach of the provisions of this Agreement by the Developer; and/or (iv) any representation and warranty by the Developer found to be misleading or untrue or any breach by the Developer of any representation and warranty contained in this Agreement; and/or (v) any Third Party demand or claim or action in respect of any part or portion of the Project due to any defects or bad quality of construction, quality of materials and / or utilities used, and/ or deficiency in or inappropriate Common Areas and Facilities and / or amenities etc; and/or (vi) from any and all Third Party claims for loss of or physical damage to property or for death or injury and against all losses for personal injury and for damage to or loss of any property arising out of or in any way connected with the Developer's performance of this Agreement or arising out of any act or omission of the Developer, and in turn of the persons claiming through or under the Agreement; and / or (vii) any Encumbrance created on the Property or any part thereof as per Clause 10; and/or (viii) non-compliance of any Applicable Laws and / or breach of any of the terms and conditions or otherwise of any approvals, clearances, NOCs, sanctions, obtained by the Developer for the Projector any part thereof (ix) payments of taxes, duties, levies, fees etc. relating to the Project including contractors, suppliers and representatives, income or other taxes required to be paid by the Developer without reimbursement hereunder, or non-payment of amounts due as a result of materials or services supplied/furnished/provided to the Developer or any of its contractors which are payable by the Developer or any of its contractors(x) failure by the Developer to fulfill its obligations under any Applicable Laws and/or under this Agreement and/or on account of any claims, damages, payments, charges expenses or recoveries of any kind whatsoever in respect of the Project and / or any part or portion thereof as a result of any act or omission on the part of the Developer in relation to the Project and / or any part or portion thereof or otherwise and/or the performance by the Developer of the obligations contained herein.

Article 16

Governing Law

- 16.1 Subject to Clause 17, this Agreement shall be governed and construed in accordance with the laws of India and the courts at Kolkata shall have sole and exclusive jurisdiction for all matters pertaining to and/or arising from this Agreement.

Article 17

Settlement of Disputes

- 17.1 In the event of any dispute and/or difference between the Parties arising in connection with the interpretation or implementation of this Agreement and/or interpretation of any of the terms and conditions herein contained or touching these presents ("**Dispute**"), the Parties shall attempt in the first instance to resolve such Dispute through amicable discussions, it being agreed and understood that for the purpose of this Clause, the Owners shall collectively be deemed to mean and/or constitute one Party while the Developer shall be deemed to mean the other Party. If the Dispute is not resolved through such amicable discussions within 60 (Sixty) days after commencement of discussions or such longer period as the Parties agree to in writing, then either of the Parties may refer the Dispute to arbitration for resolution according to and in terms of the provisions of the Arbitration & Conciliation Act, 1996 and/or any amendment, modifications re-enactment thereto. The arbitration shall be conducted in Kolkata. All such arbitration proceedings shall be conducted in English. For the purpose of this Agreement Owners collectively shall be considered one Party and Developer shall be considered other Party.
- 17.2 The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly. The Parties waive irrevocably any rights to any form of appeal, review or recourse to any state or other judicial authority in so far as such waiver may validly be made, provided however any Party shall have the right to appeal under Section 37 (1) of the Arbitration and Conciliation Act, 1996.
- 17.3 The arbitrator(s) appointed in accordance with the provisions of the Arbitration & Conciliation Act, 1996 may (but shall not be required to), award

to a Party that substantially prevails on merits, its costs and reasonable expenses (including reasonable fees of its counsel).). For the purposes of such arbitration proceeding, a single arbitrator shall be appointed jointly by the parties. Each Party under this Clause shall respectively pay and bear its own legal costs and expenses.

- 17.4 When any Dispute is under arbitration, except for the matter(s) under Dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.

Article 18

Notice

- 18.1 All routine correspondence may be carried on by email, letters, facsimile transmission or telephones. However, each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party at its address by registered post with acknowledgement due or fax number set out below (or such other address or fax number as the addressee has by 5 (five) days' prior written notice specified to the other Parties). Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered, (a) if delivered in person or by messenger, when proof of delivery is obtained by the delivering Party; (b) if sent by post, on the 5th (fifth) day following posting; and (c) if given or made by fax, upon dispatch and the receipt of a transmission report confirming dispatch; (d) and if given by email, on the date of despatch.
- 18.2 All notices to be sent/addressed to any of the Parties hereto shall be sent/addressed to the attention of the person and at the address, facsimile and email of the respective Parties as stated herein below, unless any of the Parties, by written intimation to each of the Parties, change and/or modify any of the undernoted details:-

For and on behalf of all the Owners

Attention : MR. PANKAJ PODDAR
Address : N-5, CL-8, Saltlake Sector-III, Bidhannagar (M), Police Station-
Bidhan Nagar (South), District-North 24 Parganas, Kolkata-
700097

Developer

Attention : TRUSTWORTHY NIRMAN LLP
Address : 19/1, Camac Street, 2nd Floor, Post Office – Park Circus, Police
Station – Shakespeare Sarani, Kolkata –700017

Article 19
Miscellaneous

19.1 Assignment

Save and except as specifically provided herein, no Party shall be entitled to assign or transfer all or any of their respective rights and/or novate any of their respective obligations under this Agreement to any Third Party without the prior consent of the other concerned Party and any assignment in contravention to the provisions of clause shall be *void ab initio*.

19.2 Binding Effect and Invalidity

19.2.1 All terms and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the legal representatives and permitted assigns of the Parties.

19.2.2 Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such. The Parties agree that if any of the provisions of this agreement is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired, which shall continue to be valid and binding, and such invalid, illegal or unenforceable provision shall be treated for all purposes as severed from this Agreement and ineffective to the extent of such invalidity or unenforceability. Notwithstanding the foregoing, the Parties to this Agreement shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision, achieving as

nearly as possible the same commercial effect, to be substituted for the provision so found to be void or unenforceable.

19.3 **Waiver**

No waiver of any provision of this Agreement or of any breach of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision or breach. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by any other Party of any provision hereof shall constitute a waiver of any prior, concurrent or subsequent breach of the same or of any other provisions hereof

19.4 **Costs and Expenses**

19.4.1 Each Party shall bear its own costs in connection with the negotiation, preparation and execution of this Agreement.

19.4.2 All costs, charges and expenses for stamp duty and registration charges payable on this Agreement shall be paid and borne by Developer.

19.4.3 In the event any statutory taxes are payable by the Owners in relation to the Owners' Allotted Portion, the same shall be borne and paid by the Owners.

19.4.4 Save as specifically provided herein, each Party shall pay and bear the respective direct taxes (like Income tax etc.) payable by each of them, arising from or in respect of this Agreement, and shall keep each of the other Parties safe, harmless and indemnified in respect thereof.

19.5 **Entire Agreement**

This Agreement sets forth the entire agreement and understanding amongst the Parties in connection with the subject matter hereof and all documents executed in pursuance hereto and/or simultaneously hereto, whether

registered or unregistered, shall be deemed to form and comprise an integral and inseparable part of this Agreement.

19.6 Amendment

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by and/on behalf of each of the Parties.

19.7 Relationship

None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and each Party shall have the authority to bind or shall be deemed to be the agent of the other only in the manner specifically provided herein, it being clarified and understood that the Developer has not been appointed as an agent or contractor of the Owner, but to the contrary has been granted independent valuable rights and interest in each of the land parcels comprising the Property by virtue of and/or under these presents.

19.8 Independent Rights

Each of the rights of the respective Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

19.9 Third Party Benefit

Nothing herein expressed or implied is intended, nor shall it be construed to confer upon or give to any Third Party any right, remedy or claim under or by reason of this Agreement or any part hereof.

19.10 Further Assurance

Each Party shall cooperate with the other Parties and execute and deliver to the other Parties such instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry

out, evidence and confirm their rights and the intended purpose of this Agreement.

19.11 Covenants Reasonable

Each of the Parties agrees that having regard to all the circumstances, the covenants contained herein are reasonable and necessary for the protection of the Parties.

19.12 Counterparts

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which will constitute one and the same instrument.

The First Schedule Above Referred To (“Property”)

ALL THAT the piece and parcel of Bastu land containing an area of 14 (Fourteen) Cottahs 13 (Thirteen) Chittacks and 26 (Twenty Six) Sq. Ft. equivalent to 24.50 Satak (Decimal) more or less, out of 49 Satak (Decimal) comprises in L.R. Dag No. 1623 corresponding R.S. Dag No. 1539, under L.R. Khatian No.4245, 4246, 4247, 4248, lying and situate at Mouza - Kumrakhali, J.L. No. 48, under P.S. Sonarpur, comprised in Municipal holding No. 2404, under Ward No. 27, Dakshin Kumrakhali Road, within the local limits of the Rajpur-Sonarpur Municipality, within the jurisdiction of Additional District Sub-Registrar (A.D.S.R.) Garia, in the district of 24 Paraganas (South), West Bengal, butted and bounded by :

On the **North** : Part of L.R. Plot No.1623;
On the **South** : Part of L.R. Plot No.1624;
On the **East** : Part of L.R. Plot No.1622; and
On the **West** : 15 Meter Wide Road.

Duly delineated and demarcated with the map annexed herewith as Annexure -A.

The Second Schedule Above referred to

[Powers]

1. To hold defend and retain possession of the Property and every part or portion thereof and to design, plan, develop, construct, market, sell etc. the Project and every part or portion thereof to be constructed thereon.
2. To demolish any structures situated on the Property or any part or portion thereof and to appropriate the debris accruing therefrom in such manner as the said Attorney may deem fit and proper;
3. To cause the name of the purchaser / Owner of the Property or any part or portion to be mutated in the records of the authorities concerned including Rajpur-Sonarpur Municipality, concerned BL & LRO, and for the aforesaid purpose to sign and execute all applications papers deeds documents and instruments as the said Attorney in its absolute discretion may deem fit and proper;
4. To execute any Deed of Declaration, Deed of Confirmation and/or any Deed of Modification and to register the same with the Sub Registrar, Additional District Sub-Registrar, District Sub Registrar, District Registrar, Additional Registrar of Assurances - Kolkata, Registrar of Assurances, Kolkata as the Attorney may at its sole discretion desire or deem fit and proper.
5. To cause conversion of the nature of use of the Property and for the aforesaid purpose to sign and execute all papers applications deeds documents and instruments as may be necessary and/or required as the said Attorney in its absolute discretion may deem fit and proper.
6. To cause the Property or any part or portion thereof to be amalgamated with any adjoining and / or neighbouring property and/or premises and / or partition the Property or any part of portion thereof into various number of municipal holding number / various independent plots and for the aforesaid purpose to sign and execute all papers applications deeds documents and instruments as may be necessary and/or required as the said Attorney in its absolute discretion may deem fit and proper.
7. To execute any affidavit or declaration confirming marketable title or demarcation of the boundaries in respect of the Property or any part or portion thereof as the said Attorney may desire or deem fit and proper and to register the same with the Sub Registrar, Additional District Sub-Registrar,

District Sub Registrar, District Registrar, Additional Registrar of Assurances - Kolkata, Registrar of Assurances, Kolkata and to admit the execute thereof as the said Attorney may desire or deem fit and proper.

8. To appear and represent before any Notary Public, Sub Registrar, Additional District Sub-Registrar, District Sub Registrar, District Registrar, Additional Registrar of Assurances - Kolkata, Registrar of Assurances, Kolkata, Metropolitan Magistrate and other Officer and/or Officers, Authority or Authorities having jurisdiction in respect thereof and to present for registration and to acknowledge and register or have registered and perfected all such deeds, instruments and writings executed and signed by our said Attorney concerning the Property or any part or portion thereof.
9. To obtain and give rights of way, access, rights to lay drains, water mains, electric cables, telephone, fax lines and telegraph cables etc. underground and overhead (as the case may be) and for that purpose to obtain and give and sign and execute and deliver all deeds undertakings writings etc. as may be necessary or required from time to time.
10. To utilise or shift or have cancelled the existing utilities in the Property in such manner as my said Attorney may deem fit and proper.
11. To appoint and engage Architects, Engineers and R.C.C. Specialists, Valuers and Surveyors and Contractors as may be required from time to time for the Project or otherwise and revoke his/their appointment and reappoint any other person in his/their place and stead for the aforesaid purposes and to settle and pay their fees.
12. To prepare or cause to be prepared Master Plan, map or building plan for construction of Project or any part or portion thereof on the Property or any part or portion thereof as it deem fit and proper and to submit the same to the concerned Government Authorities including Rajpur-Sonarpur Municipality, for sanction and for the aforesaid purpose to sign and execute all such maps plans deeds documents and instruments as may be necessary and/or required from time to time.
13. To submit to the all Revenue Authorities, Rajpur-Sonarpur Municipality, Town and Country Planning Department, Zila Parishad, KMDA, Calcutta Electric Supply Corporation (CESC), West Bengal State Electricity Board (WBSEB), PWD, Fire Department or such other competent authority and all its/ their departments and other concerned authorities in accordance with their laws for the time being in-force, bye-laws, rules and regulations, such

plans of the Property or any part or portion thereof in respect of separation and/or sub-division and/or amalgamation of the Property or of the Project comprising of building or buildings proposed to be constructed on the Property and for the aforesaid purposes to sign and execute all applications, plans, specification, documents, writings, affidavits, undertakings, indemnities etc. as may be required by any or all of the aforesaid authorities, their officers and departments and carry on correspondence with them for sanction of the said Plans thereof and for issue of IOD/s and Commencement Certificate/s for and in respect of development of the Property or any part of portion thereof and the proposed construction of Project and / or building or buildings thereon and for occupation or part occupation certificates and to take necessary and incidental steps including making applications for water connection, electric supply, drainage and other incidental matters and works which are normally required to be carried out and/or done for becoming eligible for grant of building completion certificate/s.

14. To approach and represent before Rajpur-Sonarpur Municipality, concerned, BL & LRO, Town and Country Planning Department, Zila Parishad and any Government and/or Semi Government Authorities including all revenue authorities like Collector Additional Collector including all revenue Authorities and all departments thereof City Survey Authorities, Town Planning Authorities under the Urban Land (Ceiling and Regulation) Act 1976 or any other authorities appointed under the law for the time being in force for the purpose of all matters connected with the development of the Property and / or Project or any part or portion thereof inclusive of but not restricted for getting the plans and amendments and revisions passed for the proposed construction of the Project comprising of building or buildings on the Property and for the aforesaid purposes to sign all letters, applications, agreements, documents, court proceedings, affidavits and papers as may be necessary or required from time to time in this regard.
15. To pay fees, obtain sanctions and/or approvals/ consents and such other orders and/or permissions from the necessary authorities as may be expedient for sanction, modification and/or alteration of the existing Master Plan, building plan and also to receive and/or refund of the excess amount of fees (if any) paid for the purpose of sanction or modification and/or alteration of the building plans to any authority and/or authorities.

16. To make necessary applications or pursue and follow up all applications already made and/or to be hereafter made to the Competent Authority under the Urban Land (Ceiling and Regulations) Act 1976 including those for NOCs/permissions under Sections 8,9,10,20,21 or 22 and/or any other Sections of the said Act or the statutory amendments thereof and the guidelines, directives and notifications issued thereunder by the Appropriate Authorities and for obtaining the further or additional or consequential NOCs/permissions under the said Act, including extensions, revisions, modifications, amendments, clarifications, reviews and to make such other applications and take all necessary steps under the said Act.
17. To apply to the Bengal Police Authorities, and/or the Kolkata Police, Fire Brigade Department, PWD, West Bengal Pollution Control Board (WBPCB), and other competent authorities for Completion certificate and to obtain all sanctions, permissions, NOCs, clearances, consents, approvals for drainage sewerage water, tubewell, generator, lift, pollution control and environment clearances and to sign all necessary applications papers and documents in relation thereto.
18. To apply to the relevant officers and departments of the aforesaid authorities for certified copies of plan/s to obtain satisfaction of the areas, survey, measurements, demarcation of boundaries, area certificates, extracts etc. and to make such applications or to write and execute such applications letters or documents as may be required by such authorities or any of them for any work regarding survey measurement demarcation of boundaries, areas, certificates extracts etc. of the Property or any part or portion thereof.
19. To negotiate and to execute and enter into any Agreement for sale or any other agreement for transfer in such manner as it deem fit and proper for including but not limited to sale, transfer, convey, assign lease, sub-lease, let out, etc., in respect of the Property or any part or portion thereof or any building or buildings comprised in Project proposed to be constructed thereat on such basis as the Attorney may desire or deem fit and to lodge the same for registration with the Sub Registrar, Additional District Sub-Registrar, District Sub Registrar, District Registrar, Additional Registrar of Assurances - Kolkata, Registrar of Assurances, Kolkata and to receive consideration in respect thereof and to credit/deposit the same in such manner as it deem fit and proper at its sole and absolute discretion.

20. To execute the Deeds of Conveyances or such other deeds to sale, transfer, lease, sub - lease, let out, and / or otherwise deal with in respect of the Developer's Allocation as per the terms of this Agreement and to lodge them for registration with the Sub Registrar, Additional District Sub-Registrar, District Sub Registrar, District Registrar, Additional Registrar of Assurances - Kolkata, Registrar of Assurances, Kolkata and to receive, realise, collect and appropriate in such manner as it deem fit and proper all moneys in respect thereof.
21. To file and prosecute or appear and defend any suit, writ petitions actions or legal proceedings in any Court of Law or before any quasi-judicial authority tribunal or any other forum in any way concerning the Property and / or Project or any part or portion thereof and for the aforesaid purpose to appoint and engage Advocates Solicitors Counsels and to settle and pay their fees and to sign in our names and on our behalf all complaints, petitions, written statements, affidavits and applications, vakalatnamas etc and to compromise such suits, writ petitions actions or legal proceedings upon such terms and conditions as our said Attorney may deem fit and proper and to abide by and observe perform and carry out all obligations under the suits and other Legal Proceedings and consent decrees orders pass thereunder.
22. To appoint Advocates, Solicitors and other legal advisors and experts to get the title to the Property or any part or portion thereof scrutinised and investigated and to invite from public claims (if any) to the Property or any part of portion thereof by publishing notices of intended development and by other modes, and to take steps to get the title to the Property or any part or portion thereof completed in favour of the Developer/ Purchasers or their respective nominee/s and (if required) for all the aforesaid purposes to get all and necessary deeds, documents assurances etc. made and executed by the concerned parties.
23. For us and on our behalf and in our name to accept service of any writ or summons or other legal process and to enter an appearance in the defense or oppose any action or other legal proceedings and to make any counter claim therein and to commence any action or other legal proceedings for such reliefs as the said Attorney or their advisers shall think necessary for the recovery or protection of the Property or any part or portion thereof and/or rights and to prosecute discontinue or compromise any such action or

- proceedings and to appeal against any judgment or decision of any Court or tribunal in any such action or proceedings.
24. To make and sign applications to the Appropriate Government Departments, Local Authorities or other Competent authorities for all and any licences, permissions and consents required as per Applicable Laws or otherwise in connection with the management and improvement of the Property including the recovery of compensation where such is recoverable with Power to give receipts and full discharges thereof.
 25. To ask demand sue for recovery and receive of and from all persons and bodies corporate for any claims or demands actions or rights or otherwise of or relating to or concerning with the said Property and/or the proposed development of the Project thereof howsoever with arising and whether past or present or future or against the Government of India or Government of West Bengal or Rajpur-Sonarpur Municipality, or any other body or authority respectively and to commence, carry on and prosecute any motion suit writ petition or other proceedings whatsoever for recovering and compelling payment transfer or thereof respectively and for that purpose sign and execute all plaints, written statements, affidavits and applications and to engage Solicitors and Advocates and to settle and pay their fees.
 26. To settle adjust compound submit to arbitration or compromise all actions suits accounts reckonings claims and demands whatsoever between ourselves and any person or persons whomsoever and in any way connected with the Property or the sale of the Property or any part thereof and/or in respect of the said proposed Project or part thereof thereat in such manner and in all respects as the said ATTORNEY shall think fit and proper.
 27. To do and carry out all acts, deeds, matters and things as may be found necessary and expedient for the purpose of effective transfer and/or development of the Project on the Property or any part or portion thereof and for completion of transaction in respect of the Property and/or Project and / or any part or portion thereof in favour of the various Intending Buyers or their nominee and/or nominees of the Intending Buyers who has purchased or agreed to purchase a space in the proposed Project as the said Attorney may desire.
 28. To sign, verify, affirm, file and submit all statements, affidavits, undertakings, plaints, petitions, and any other document or documents which may become necessary to be executed for the development and promotion of the Project on

the Property or any part or portion thereof and represent before any Notary Public, Metropolitan Magistrate or any other statutory authorities.

29. To apply to the Tahsildar, City Survey officer, and Country Planning Officer, Assessor and Municipal Authorities, BL&LRO, and all other public or private body or authority for the purpose of making necessary mutation entries in respect of the Property or any part or portion thereof including the proposed building/s and to transfer and mutate the Property or any part or portion thereof in favour of the various Intending Buyers of the space in the proposed Project or their nominee or nominees as the said Attorney may desire and for that purpose to make all correspondence including making any application petition representation and prefer an appeal reference review in that behalf as the said Attorney may deem fit and proper or if so desired.
30. The Attorney shall be entitled and is hereby authorised to create a charge or mortgage in respect of the Property by depositing the original title deeds and also to sign and execute Memorandum, agreements and such other documents as may be necessary for evidencing creation or mortgage;
31. To commence carryout and complete and/or cause to be commenced carried out and completed the proposed construction work on the Property or any part or portion thereof in accordance with the sanctioned plans or as the same be got modified changed or altered by the said Attorney and so far as any proposed construction work is concerned to see that all Applicable Laws are observed and for that purpose/s to do all acts and deeds and things as the said Attorney may desire or deem fit.
32. To appoint substitute or substitutes with all or any of the power contained herein with similar power to delegate and to revoke such appointment and reappointment any other person if the said Attorney so desire without reference or recourse to us.
33. AND GENERALLY to do all such other acts deeds matters and things relating to or concerning the said Property and/or the Project or any part or portion thereof concerning the authority granted herein in respect of the Property which the Owner could itself have lawfully done under its own hand and seal if personally present AND ALL and whatsoever our said Attorney shall lawfully do or cause to be done in or about the Property or any part or portion thereof the Owner do hereby for ourselves and our respective successors allow ratify and confirm and the same shall be binding upon us to the same extent and

in the same manner as if the same are done by the Owner and personally present.

The Third Schedule above referred to
(“Title Devolution”)

WHEREAS one Smt. Bhagawani Devi Kajaria, wife of Late Motilal Kajaria was sized and possessed and otherwise, the sole owner of **ALL THAT** the piece and parcel of shali land containing an area of 14 (Fourteen) Cottahs 13 (Thirteen) Chittacks and 26 (Twenty Six) Sq. Ft. equivalent to 24.50 Satak (Decimal) more or less, out of 49 Satak (Decimal) comprises in L.R. Dag No.1623 corresponding to R.S. Dag No.1539, lying and situate at Mouza - Kumrakhali, J.L. No. 48, under P.S. Sonarpur, comprised in Municipal holding No. 2404, under Ward No. 27, Dakshin Kumrakhali Road, within the local limits of the Rajpur-Sonarpur Municipality, within the jurisdiction of Additional District Sub-Registrar (A.D.S.R.) Garia, in the district of 24 Paraganas, West Bengal and was well enjoying the same and well entitled to transfer the same to any one in anyway.

AND WHEREAS the said Smt. Bhagawani Devi Kajaria gifted and/or transferred **ALL THAT** the piece and parcel of shali land containing an area of 14 (Fourteen) Cottahs 13 (Thirteen) Chittacks and 26 (Twenty Six) Sq. Ft. equivalent to 24.50 Satak (Decimal) more or less, out of 49 Satak (Decimal) comprises in L.R. Dag No. 1623 corresponding R.S. Dag No. 1539, under R.S. Khatian No.1103, lying and situate at Mouza - Kumrakhali, J.L. No. 48, under P.S. Sonarpur, comprised in Municipal holding No. 2404, under Ward No. 27, Dakshin Kumrakhali Road, within the local limits of the Rajpur-Sonarpur Municipality, within the jurisdiction of Additional District Sub-Registrar (A.D.S.R.) Garia, in the district of 24 Paraganas, West Bengal by virtue of a registered Gift Deed dated 29th March, 1989, Being No.5064, copied in Book No.I, Volume No.128, Pages 167 to 170, for the year 1989, registered at District Sub-Registrar (D.S.R.) at Alipore, South 24 Parganas to her grand-daughter namely Mrs. Indira Kejriwal and she had caused to be mutated her name in the present record of rights of the BL&LRO at Sonarpur under L.R. Khatian No.1585 and also got mutation under Rajpur-Sonarpur Municipality in respect of the above said property and was well enjoying the same and well entitled to transfer the same to anyone in anyway and had decided to sell the Said Property.

AND WHEREAS the said Mrs. Indira Kejriwal sold and/or transferred **ALL THAT** the piece and parcel of shali land containing an area of 14 (Fourteen) Cottahs 13 (Thirteen) Chittacks and 26 (Twenty Six) Sq. Ft. equivalent to 24.50 Satak (Decimal) more or less, out of 49 Satak (Decimal) comprises in L.R. Dag No. 1623 corresponding R.S. Dag No. 1539, under L.R. Khatian No.1585, lying and situate at Mouza - Kumrakhali, J.L. No. 48, under P.S. Sonarpur, comprised in Municipal holding No. 2404, under Ward No. 27, Dakshin Kumrakhali Road, within the local limits of the Rajpur-Sonarpur Municipality, within the jurisdiction of Additional District Sub-Registrar (A.D.S.R.) Garia, in the district of 24 Paraganas, West Bengal by virtue of a registered Sale Deed dated 27th day of April, 2022, Being No.190304984, copied in Book No.I, Volume No.1903-2022, Pages 298280 to 298306, for the year 2022, registered at Additional Registrar of Assurance III (A.R.A. III) at Kolkata to the Owners and they have caused to be mutated their name in the present record of rights of the BL&LRO at Sonarpur under L.R. Khatian Nos.4245, 4246, 4247 & 4248 and also got mutation under Rajpur-Sonarpur Municipality in respect of the above said property and well enjoying the same and well entitled to transfer the same to anyone in anyway and also converted the Property from Shali to Bastu from BL&LRO at Sonarpur vide Conversion Certificate Nos. Memo No:41/Conv/3636/BLR-SNP/22 dated 29.09.2022 & Memo No:41/Conv/3635/BLR-SNP/22 dated 29.09.2022 & Memo No:41/Conv/3634/BLR-SNP/22 dated 29.09.2022 & Memo No:41/Conv/3633/BLR-SNP/22 dated 29.09.2022.

[Intentionally Left Blank]

Witness: **In Witness Whereof** each of the Parties hereto have set and subscribed their respective hands and seals on the day and the year first hereinbefore written.

**Signed and executed for and
on behalf of Developer:**

TRUSTWORTHY NIRMAN LLP
Pankaj Poddar
Designated Partner

TRUSTWORTHY NIRMAN LLP

**Signed and executed for and
on behalf of Owners:**

Witnesses :

Pankaj Poddar

1. Pijesh Ghali
S/O Madan Ghali
Madhwaraj (P.O.P.S)
S 24 PHS, #49384

Mr. Pankaj Poddar

Vijaya Poddar,

Mrs. Vijaya Poddar

2. Pritam Choudhury
63, Radha Bazar Street
KOL - 700001



Mr. Pramod Dayal Rungta

Drafted by:
Pritam Chakraborty
ARSS LEGAL
Advocates & Attorneys
IX, 15th Floor, PS Srijan Corporate Park,
Block GP, Tower I, Plot G-2, Salt Lake City,
Sector-V, Kolkata-700091
Phone: +91 33 40443520/40051809
Email: kolkata@arsslegal.com

F:- 1197/16
At: Alipore Court

Puja Rungta

Mrs. Puja Rungta

Memo of Receipt

Received from the Developer a sum of Rs.2,00,000/- (Rupees Two Lacs only) as refundable Security Deposit in terms of the Agreement, executed between the said Parties as follows:-

1. Rs.50,000/- (Rupees Fifty Thousand Only) vide Cheque No.634971, dated 28.07.2023, drawn on State Bank of India, PBB, Sector III, Salt Lake, Kolkata Branch in favour of Mr. Pankaj Poddar.
2. Rs.50,000/- (Rupees Fifty Thousand Only) vide Cheque No.634972, dated 28.07.2023, drawn on State Bank of India, PBB, Sector III, Salt Lake, Kolkata Branch in favour of Mrs. Vijaya Poddar.
3. Rs.50,000/- (Rupees Fifty Thousand Only) vide Cheque No.634973, dated 28.07.2023, drawn on State Bank of India, PBB, Sector III, Salt Lake, Kolkata Branch in favour of Mr. Pramod Dayal Rungta.
4. Rs.50,000/- (Rupees Fifty Thousand Only) vide Cheque No.634974, dated 28.07.2023, drawn on State Bank of India, PBB, Sector III, Salt Lake, Kolkata Branch in favour of Mrs. Puja Rungta.

Total: Rupees Rs.2,00,000/- (Rupees Two Lacs only)

**Signed and executed for and
on behalf of Owners:**

Witnesses :

1. Rajesh Dhali
S/o Madan Dhali
Matherwaper (P.O.P.S)
324 PWS, 749954

2. Bijay Chowdhury
63, Radha Bazar Street
KOL - 700001

Pankaj Poddar

Mr. Pankaj Poddar

Vijaya Poddar

Mrs. Vijaya Poddar



Mr. Pramod Dayal Rungta

Puja Rungta

Mrs. Puja Rungta

List of Schedules

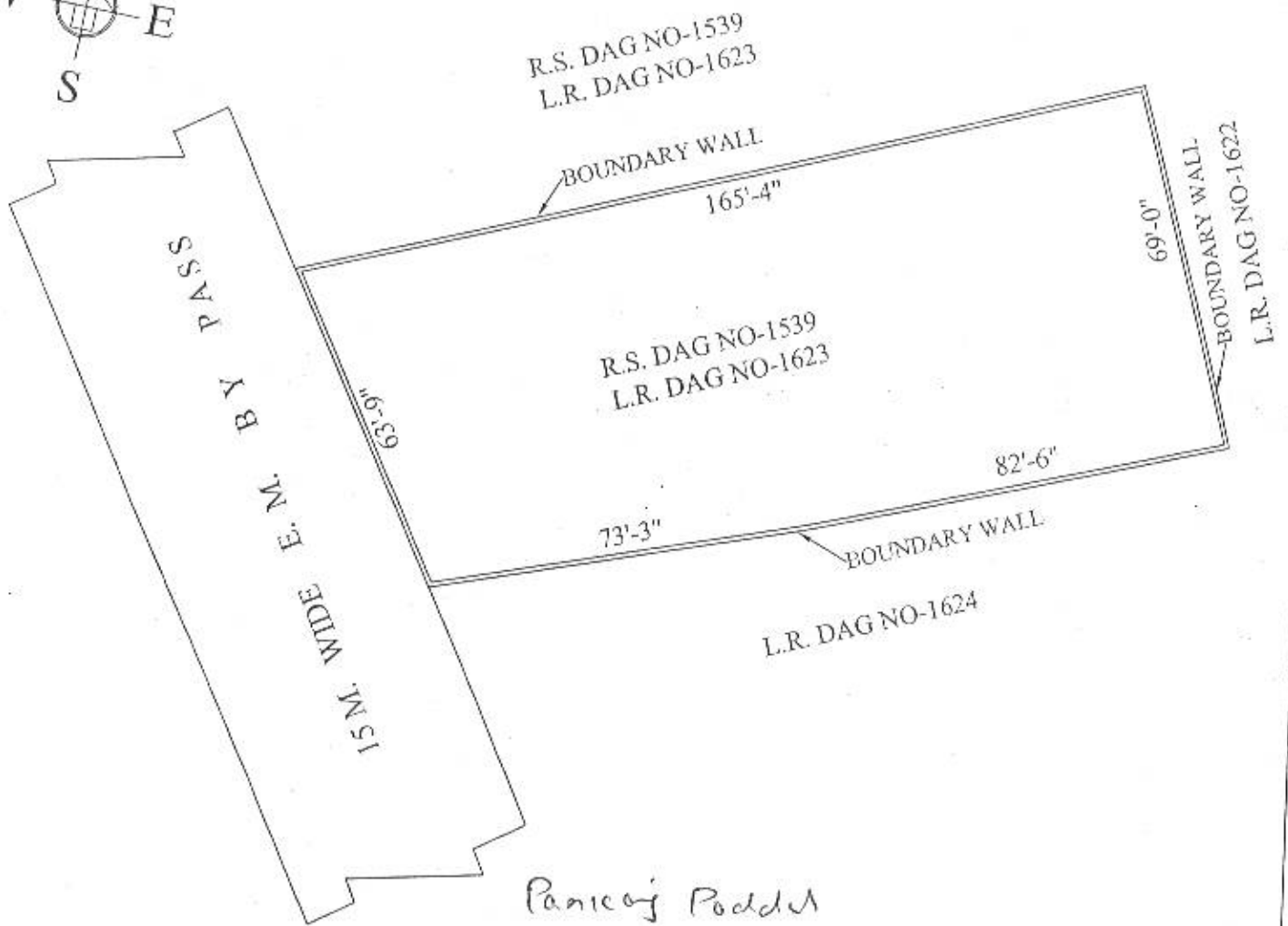
First Schedule : Property
Second Schedule : Powers
Third Schedule : Title Devolutions

List of Annexures

Annexure A : Site Plan

SITE PLAN PART OF R.S. DAG NO -1539(P),L.R.DAG.NO-1623.(P)
R.S. KH NO-1103, L.R.KH.NO-1585.AT MOUZA-KUMRAKHALLI.
J.L.NO-48, P.S.-SONARPUR DIST- 24 PGS. (SOUTH).
UNDER RAJPUR SONARPUR MUNICIPALITY. WARD NO-27.
SOLD AREA 14K.13CH. 26SFT (M/L). COLOUR IN RED BORDER.

SCALE:1"=33'-0"



Panicoj Poddar
Vijaya Poddar












Puja Rungta

TRUSTWORTHY NIRMAN LLP
Panicoj Poddar
Designated Partner

18/4/22

SANAT KR. MONDAL
D.M. CIVIL & SURVEYOR
Vill. Moulkhali, P.S. - Sonarpur, Kol-150
Reg. No. - 0055 M.G.P./0430 K.G.P









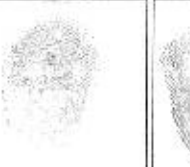


Thumb Index finger Middle finger Ring finger Little finger

	Left Hand					
	Right Hand					

Name ---- **MR. PANKAJ PODDAR**

Signature *Pankaj Poddar*












Thumb Index finger Middle finger Ring finger Little finger

	Left hand					
	Right Hand					

Name ---- **MRS. VIJAYA PODDAR**

Signature *Vijaya Poddar*


Thumb Index finger Middle finger Ring finger Little finger

	Left Hand					
	Right Hand					

Name ---- **MR. PRAMOD DAYAL RUNGTA**

Signature *Pramod Dayal Rungta*

Thumb Index finger Middle finger Ring finger Little finger

	Left Hand					
	Right Hand					

Name ---- **MRS. PUJA RUNGTA**

Signature *Puja Rungta*.....

Thumb Index finger Middle finger Ring finger Little finger

PHOTO	Left hand					
	Right Hand					

Name ----

Signature

Thumb Index finger Middle finger Ring finger Little finger

PHOTO	Left Hand					
	Right Hand					

Name ---

Signature

TRUSTWORTHY NIRMAN LLP

CIN No. - AAR-9905

19/1, Camac Street, 2nd Floor, Kolkata-700017

Tel: 9831489302, E-mail : poddarkolkata@gmail.com

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE PARTNERS OF M/S. TRUSTWORTHY NIRMAN LLP HELD AT 19/1, CAMAC STREET, 2ND FLOOR, KOLKATA - 700017 ON 6th April 2023 (Thurs DAY) AT 11 A.M.

"RESOLVED THAT, M/S, Trustworthy Nirman LLP intends to develop a plot of land in mouza Kumrakhali along with land owners namely, Pankaj Poddar, Vijaya Poddar, Puja Rungta, Pramod Dayal Rungta, Kolkata-700103.

FURTHER RESOLVED THAT, Pankaj Poddar (Designated Partner) is authorized to sign all documents relating to JDA, and power of attorney.

For and behalf of

TRUSTWORTHY NIRMAN LLP
TRUSTWORTHY NIRMAN LLP

Puja Rungta
Puja Rungta Designated Partner

Designation: Designated Partner
TRUSTWORTHY NIRMAN LLP

Pankaj Poddar
Pankaj Poddar Designated Partner

Designation: Designated Partner



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



270720232014564295

GRIPS Payment Detail

GRIPS Payment ID:	270720232014564295	Payment Init. Date:	27/07/2023 15:50:14
Total Amount:	42042	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	6129795831029	BRN Date:	27/07/2023 15:51:00
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr AMIT KUMAR SARAOGI
Mobile: 9831298888

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240145642968	Directorate of Registration & Stamp Revenue	42042
Total			42042

IN WORDS: FORTY TWO THOUSAND FORTY TWO ONLY.

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



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



192023240145642968

GRN Details

GRN:	192023240145642968	Payment Mode:	SBI Epay
GRN Date:	27/07/2023 15:50:14	Bank/Gateway:	SBIePay Payment Gateway
BRN :	6129795831029	BRN Date:	27/07/2023 15:51:00
Gateway Ref ID:	232085104807	Method:	HDFC Retail Bank NB
GRIPS Payment ID:	270720232014564295	Payment Init. Date:	27/07/2023 15:50:14
Payment Status:	Successful	Payment Ref. No:	2001813109/2/2023

[Query No:*/Query Year]

Depositor Details

Depositor's Name:	Mr AMIT KUMAR SARAOGI
Address:	119/1 Shyamnagar Road
Mobile:	9831298888
Period From (dd/mm/yyyy):	27/07/2023
Period To (dd/mm/yyyy):	27/07/2023
Payment Ref ID:	2001813109/2/2023
Dept Ref ID/DRN:	2001813109/2/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001813109/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	40021
2	2001813109/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	2021
			Total	42042

IN WORDS: FORTY TWO THOUSAND FORTY TWO ONLY.

Major Information of the Deed






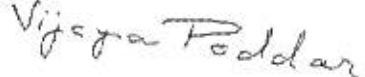



Deed No :	I-1903-04980/2023	Date of Registration	28/07/2023
Query No / Year	1903-2001813109/2023	Office where deed is registered	
Query Date	17/07/2023 6:13:54 PM	A.R.A. - III KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	PRITAM CHAKRABORTY Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9874408874, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,00,000/-]	
Set Forth value		Market Value	
		Rs. 2,13,81,820/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 40,071/- (Article:48(g))		Rs. 2,105/- (Article:E, E, B)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		




Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Halderpara (Kumrakhali),
Mouza: Kumrakhali, JI No: 48, Pin Code : 700103

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1623 (RS :-)	LR-4245	Bastu	Bastu	6.125 Dec		53,45,455/-	Property is on Road
L2	LR-1623 (RS :-)	LR-4246	Bastu	Bastu	6.125 Dec		53,45,455/-	Property is on Road
L3	LR-1623 (RS :-)	LR-4247	Bastu	Bastu	6.125 Dec		53,45,455/-	Property is on Road
L4	LR-1623 (RS :-)	LR-4248	Bastu	Bastu	6.125 Dec		53,45,455/-	Property is on Road
		TOTAL :			24.5Dec	0 /-	213,81,820 /-	
	Grand Total :				24.5Dec	0 /-	213,81,820 /-	

Land Lord Details :



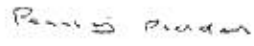
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr PANKAJ PODDAR Son of Mr SHIV KUMAR PODDAR Executed by: Self, Date of Execution: 28/07/2023 , Admitted by: Self, Date of Admission: 28/07/2023 ,Place : Office	Photo 	Finger Print 	Signature 
	28/07/2023	LTI 28/07/2023	28/07/2023	
City:- , P.O:- BIDHANNAGAR, P.S:-South Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700097 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AExxxxxx2F, Aadhaar No: 38xxxxxxxx5464, Status :Individual, Executed by: Self, Date of Execution: 28/07/2023 , Admitted by: Self, Date of Admission: 28/07/2023 ,Place : Office				
2	Name Mrs VIJAYA PODDAR Wife of Mr PANKAJ PODDAR Executed by: Self, Date of Execution: 28/07/2023 , Admitted by: Self, Date of Admission: 28/07/2023 ,Place : Office	Photo 	Finger Print 	Signature 
	28/07/2023	LTI 28/07/2023	28/07/2023	
City:- , P.O:- BIDHANNAGAR, P.S:-South Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700097 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ACxxxxxx4A, Aadhaar No: 22xxxxxxxx3027, Status :Individual, Executed by: Self, Date of Execution: 28/07/2023 , Admitted by: Self, Date of Admission: 28/07/2023 ,Place : Office				
3	Name Mr PRAMOD DAYAL RUNGTA Son of Mr PRABHU DAYAL RUNGTA Executed by: Self, Date of Execution: 28/07/2023 , Admitted by: Self, Date of Admission: 28/07/2023 ,Place : Office	Photo 	Finger Print 	Signature 
	28/07/2023	LTI 28/07/2023	28/07/2023	
City:- , P.O:- BELEGHATA, P.S:-Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN:- 700010 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx7M, Aadhaar No: 46xxxxxxxx6940, Status :Individual, Executed by: Self, Date of Execution: 28/07/2023 , Admitted by: Self, Date of Admission: 28/07/2023 ,Place : Office				

4	Name	Photo	Finger Print	Signature
	Mrs PUJA RUNGTA Wife of Mr PRAMOD DAYAL RUNGTA Executed by: Self, Date of Execution: 28/07/2023 , Admitted by: Self, Date of Admission: 28/07/2023 ,Place : Office	 28/07/2023	 LTI 28/07/2023	 28/07/2023
City:- , P.O:- BELEGHATA, P.S:-Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN:- 700010 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFxxxxxx3P, Aadhaar No: 51xxxxxxxx2547, Status :Individual, Executed by: Self, Date of Execution: 28/07/2023 , Admitted by: Self, Date of Admission: 28/07/2023 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	TRUSTWORTHY NIRMAN LLP City:- , P.O:- PARK CIRCUS, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017 , PAN No.:: AAxxxxxx6P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr PANKAJ PODDAR (Presentant) Son of Mr SHIV KUMAR PODDAR Date of Execution - 28/07/2023, , Admitted by: Self, Date of Admission: 28/07/2023, Place of Admission of Execution: Office	 Jul 28 2023 1:11PM	 LTI 28/07/2023	 28/07/2023
City:- , P.O:- BIDHANNAGAR, P.S:-South Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700097, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AExxxxxx2F, Aadhaar No: 38xxxxxxxx5464 Status : Representative, Representative of : TRUSTWORTHY NIRMAN LLP (as PARTNER)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr RAJESH DHALI Son of Mr MADAN DHALI City:- , P.O:- MATHURAPUR, P.S:- Mathurapur, District:-South 24-Parganas, West Bengal, India, PIN:- 743354	 28/07/2023	 28/07/2023	 28/07/2023

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr PANKAJ PODDAR	TRUSTWORTHY NIRMAN LLP-1.53125 Dec
2	Mrs VIJAYA PODDAR	TRUSTWORTHY NIRMAN LLP-1.53125 Dec
3	Mr PRAMOD DAYAL RUNGTA	TRUSTWORTHY NIRMAN LLP-1.53125 Dec
4	Mrs PUJA RUNGTA	TRUSTWORTHY NIRMAN LLP-1.53125 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Mr PANKAJ PODDAR	TRUSTWORTHY NIRMAN LLP-1.53125 Dec
2	Mrs VIJAYA PODDAR	TRUSTWORTHY NIRMAN LLP-1.53125 Dec
3	Mr PRAMOD DAYAL RUNGTA	TRUSTWORTHY NIRMAN LLP-1.53125 Dec
4	Mrs PUJA RUNGTA	TRUSTWORTHY NIRMAN LLP-1.53125 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Mr PANKAJ PODDAR	TRUSTWORTHY NIRMAN LLP-1.53125 Dec
2	Mrs VIJAYA PODDAR	TRUSTWORTHY NIRMAN LLP-1.53125 Dec
3	Mr PRAMOD DAYAL RUNGTA	TRUSTWORTHY NIRMAN LLP-1.53125 Dec
4	Mrs PUJA RUNGTA	TRUSTWORTHY NIRMAN LLP-1.53125 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Mr PANKAJ PODDAR	TRUSTWORTHY NIRMAN LLP-1.53125 Dec
2	Mrs VIJAYA PODDAR	TRUSTWORTHY NIRMAN LLP-1.53125 Dec
3	Mr PRAMOD DAYAL RUNGTA	TRUSTWORTHY NIRMAN LLP-1.53125 Dec
4	Mrs PUJA RUNGTA	TRUSTWORTHY NIRMAN LLP-1.53125 Dec

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Halderpara (Kumrakhali),
Mouza: Kumrakhali, JI No: 48, Pin Code : 700103

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1623, LR Khatian No:- 4245	Owner:পঙ্কজ পোদার, Gurdian:শিব কুমার পোদার, Address:নিজ , Classification:শালি, Area:0.06000000 Acre,	Mr PANKAJ PODDAR
L2	LR Plot No:- 1623, LR Khatian No:- 4246	Owner:বিজয়া পোদার, Gurdian:পঙ্কজ পোদার, Address:নিজ , Classification:শালি, Area:0.06000000 Acre,	Mrs VIJAYA PODDAR

L3	LR Plot No:- 1623, LR Khatian No:- 4247	Owner:পূজা রুঙ্গা, Gurdian:প্রমোদ দয়াল রুঙ্গা, Address:নিজ , Classification:শালি, Area:0.06000000 Acre,	Mrs PUJA RUNGTA
L4	LR Plot No:- 1623, LR Khatian No:- 4248	Owner:প্রমোদ দয়াল রুঙ্গা, Gurdian:প্রভু দয়াল রুঙ্গা, Address:নিজ , Classification:শালি, Area:0.06000000 Acre,	Mr PRAMOD DAYAL RUNGTA

On 28-07-2023

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

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

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

Presented for registration at 12:44 hrs on 28-07-2023, at the Office of the A.R.A. - III KOLKATA by Mr PANKAJ PODDAR ,.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,13,81,820/-

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

Execution is admitted on 28/07/2023 by 1. Mr PANKAJ PODDAR, Son of Mr SHIV KUMAR PODDAR, P.O: BIDHANNAGAR, Thana: South Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700097, by caste Hindu, by Profession Business, 2. Mrs VIJAYA PODDAR, Wife of Mr PANKAJ PODDAR, P.O: BIDHANNAGAR, Thana: South Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700097, by caste Hindu, by Profession Business, 3. Mr PRAMOD DAYAL RUNGTA, Son of Mr PRABHU DAYAL RUNGTA, P.O: BELEGHATA, Thana: Beliaghata, , South 24-Parganas, WEST BENGAL, India, PIN - 700010, by caste Hindu, by Profession Business, 4. Mrs PUJA RUNGTA, Wife of Mr PRAMOD DAYAL RUNGTA, P.O: BELEGHATA, Thana: Beliaghata, , South 24-Parganas, WEST BENGAL, India, PIN - 700010, by caste Hindu, by Profession Business

Indetified by Mr RAJESH DHALI, , , Son of Mr MADAN DHALI, P.O: MATHURAPUR, Thana: Mathurapur, , South 24-Parganas, WEST BENGAL, India, PIN - 743354, by caste Hindu, by profession Service

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

Execution is admitted on 28-07-2023 by Mr PANKAJ PODDAR, PARTNER, TRUSTWORTHY NIRMAN LLP, City:- , P.O:- PARK CIRCUS, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017

Indetified by Mr RAJESH DHALI, , , Son of Mr MADAN DHALI, P.O: MATHURAPUR, Thana: Mathurapur, , South 24-Parganas, WEST BENGAL, India, PIN - 743354, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,105.00/- (B = Rs 2,000.00/- ,E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 2,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/07/2023 3:51PM with Govt. Ref. No: 192023240145642968 on 27-07-2023, Amount Rs: 2,021/-, Bank: SBI EPay (SBlePay), Ref. No. 6129795831029 on 27-07-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 50.00/-, by online = Rs 40,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 7744, Amount: Rs.50.00/-, Date of Purchase: 10/05/2023, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/07/2023 3:51PM with Govt. Ref. No: 192023240145642968 on 27-07-2023, Amount Rs: 40,021/-, Bank: SBI EPay (SBlePay), Ref. No. 6129795831029 on 27-07-2023, Head of Account 0030-02-103-003-02



Samar Kumar Pramanick
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2023, Page from 186153 to 186220
being No 190304980 for the year 2023.



Samar Kumar Pramanick

Digitally signed by SAMAR KUMAR
PRAMANICK
Date: 2023.08.07 13:43:11 -04:00
Reason: Digital Signing of Deed.

(Samar Kumar Pramanick) 2023/08/07 01:43:11 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
West Bengal.

(This document is digitally signed.)