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Certified that the document is admitted to registration. The signature sheets and the endroement sheets attached with document are the part of this document.

[Signature]
 District Sub-Registrar-V
 Alipore, South 24 Parganas

09 FEB 2022

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered on this 9th day of February, 2022, at Kolkata ("Effective Date")

BETWEEN

215162

S.L. No..... Sold To.....

Rs..... Adrs.....

G.C. SAHA

(Govt.) LICENSED STAMP VENDOR

11A, Mirza Galib Street, Kol - 87

Issue Date..... Sign.....

03 JAN 2022

GOBINDA CHARAN BAUK
ADVOCATE
HIGH COURT CALCUTTA

03 JAN 2022



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Identified by me
Babbar Kumar Chak
Advocate, Calcutta High Court
NB/733/1995

- : (2) :-

(1) **SMT. SUMITA MAJUMDER (PAN-AEFP6759R) & (AADHAR NO. 8230 1072 6004)** , wife of Sri Pabitra Majumder, by Nationality Indian, by faith Hindu, by Occupation- Retired Govt. Employee, residing at 141, Parnasree, P. O. & P. S. - Parnasree, Kolkata - 700060 (2) **SMT. SUNITA GHOSH (PAN-AOMPG5694Q) & (AADHAR NO. 7999 5593 5423)** daughter of Late Subrata Ghosh, by Nationality Indian, by faith Hindu, by Occupation-Housewife, residing at Gitanjali (New Garia) Srinagar Main Road, P. O. & P. S. - Panchasayar, Kolkata - 700094, represented by her constituted attorney **SMT. SUMITA MAJUMDER (PAN-AEFP6759R) & (AADHAR NO. 8230 1072 6004)** , wife of Sri Pabitra Majumder, by Nationality Indian, by faith Hindu, by Occupation-Retired Govt. Employee, residing at 141, Parnasree, P. O. & P. S. - Parnasree, Kolkata - 700060 vide General Power of Attorney dated 9th March, 2018 duly registered in the office of District Sub-Registrar - V at Alipore and recorded in Book No. IV, Volumn No. 1630/2018 Pages from 2415 to 2433, Being No. 163000065 for the year 2018 (3) **DR. SUCHITA BHAUMIK (PAN-ACZPB6382R) & (AADHAR NO. 5397 3190 9037)** wife of Dr. D. J. Bhaumik, by nationality Indian, by Faith Hindu by Occupation-Medical Practitioner, residing at 77, Tollygunje Circular Road, P. O. & P. S. - New Alipore, Kolkata - 700053 and (4) **SRI SUBIR GHOSE (PAN- AEAPG8176R) & (AADHAR NO. 3734 8251 8037)** son of Late Subrata Ghose, by Nationality Indian, by faith Hindu by Occupation - Retired Govt. Employee, residing at Gitanjali (New Garia) Srinagar Main Road, P. O. & P. S. - Panchasayar, Kolkata - 700094 hereinafter be called and referred to as **"OWNERS"** (which includes their respective heirs, heiresses, successors, successors-in-interest, successors-in-office, legal representatives and assigns) of the **FIRST PART.**

AND

MEGACITY SERVICES PVT. LTD. (PAN-AAGCM5936L) (hereinafter called as MSPL), a company incorporated under the Companies Act., 1956, limited by its shares, bearing CIN : U55101WB2010PTC141492, having its registered office at 70, Lake East 6th Road, Santoshpur, Police Station- Survey Park, Kolkata- 700 075 District - South 24 Parganas and represented by its Director, **AVIJIT NASKAR (PAN-ACHPN3527G) & (AADHAR NO.3673 8280 9703)** , son of Sri Jay Ram Naskar by Nationality - Indian, by Faith - Hindu by Occupation - Business hereinafter be called as **"DEVELOPER"** (which includes its successors, successors-in-interest, successors-in-office, legal representatives and assigns) of the **OTHER PART.**

"Parties" shall mean collectively the Owners and the Developer and **"Party"** means each of the Owners and the Developer individually.



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WHEREAS:-

(A) The ownership of land area of **ALL THAT** piece and parcel of the demarcated land measuring an area about 34 Decimals, more or less, equivalent to 20 (Twenty) Cottahs 09 (Nine) Chittacks 15 (Fifteen) Sq.ft. more or less, (On physical measurement land area is ascertained as 19 (Nineteen) Cottahs 03 (Three) Chittacks 32 (Thirty Two) Sq.ft., more or less) comprised under Mouza Chakgaria, J.L.No. 26, R.S. & L.R Dag No.112, R.S. Khatian Nos. 83, 84 corresponding to L. R. Khatian Nos. 334, 335, 336, 337 **TOGETHER WITH** structures standing thereon, being, **Municipal Premises No. 1387, Chakgaria, Kolkata - 700094, Assessee No. 31-109-03-1387-7** lying and situated within the local limits of Kolkata Municipal Corporation under Ward No.109, Police Station-Panchasayar within the District of South 24 Parganas belong to SMT. SUMITA MAJUMDER, SMT. SUNITA GHOSH alias SMT. SUNITA IGBINOVIA, DR. SUCHITA BHAUMIK and SRI SUBIR GHOSE.

(B) Mutation of land in the name of Smt. Sumita Majumder, Smt Sunita Ghosh, Smt Suchita Bhaumik and Sri Subir Ghose in the record of B. L. & L. R. O., ATM Kasba

- i). ALL THAT piece and parcel of Bastu land measuring about 0.825 decimals, more or less, comprised under Mouza Chakgaria, J. L. No. 26, R. S. & L. R. Dag No.112, L. R. Khatian No. 337, had been mutated in the name of Smt. Sumita Majumder as the recorded owner (R.O.R.).
- ii). ALL THAT piece and parcel of Bastu land measuring about 0.825 decimals, more or less, comprised under Mouza-Chakgaria, J. L. No. 26, R.S & L. R. Dag No.112, L.R.Khatian No.335 had been mutated in the name of Smt. Sunita Ghosh (Igbinovia) as the recorded owner (R.O.R).
- iii). ALL THAT piece and parcel of Bastu land measuring about 0.825 decimals, more or less, comprised under Mouza-Chakgaria, J. L. No. 26, R. S. & L. R. Dag No.112, L. R. Khatian No. 336 had been mutated in the name of Smt. Suchita Bhaumik as the recorded owner (R.O.R).
- iv) ALL THAT piece and parcel of Bastu land measuring about 0.825 decimals, more or less, comprised under Mouza-Chakgaria, J. L. No. 26, R. S. & L. R. Dag No.112, L. R. Khatian No. 334 had been mutated in the name of Sri Subir Ghose as the recorded owner (R.O.R).

(C) Conversion of the said land use:-

Classification of character of the said land has been recorded as "BASTU" as per R.O.R issued by B. L. & L. R. O., Kasba.

(D) Mutation of land in the record of the Kolkata Municipal Corporation:-

By and under a Certificate of Mutation dated 12.03.2018 the Assessment Collection Department (Borough - XII) of the Kolkata Municipal Corporation had granted the mutation of the land under Dag No. 112 under Mouza - Chakgaria in favour of Smt Sumita Majumder, Smt. Sunita Igbinovia (nee Ghosh), Smt. Suchita Bhaumik and Sri Subir Ghose and had allotted a municipal Premises No. 1387, Chakgaria, under municipal assessee No. 31-109-03-1387-7.



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(E) By reason of the above, the First Party herein became the absolute owners of **ALL THAT** piece and parcel of the demarcated land measuring an area about 34 Decimals, more or less, equivalent to 20 (Twenty) Cottahs 09 (Nine) Chittacks 15 (Fifteen) Sq.ft. more or less, (On physical measurement land Area is ascertained as 19 (Nineteen) Cottahs 03 (Three) Chittacks 32 (Thirty Two) Sq.ft., more or less, comprised under Mouza Chakgaria, J. L. No. 26, R. S. & L. R. Dag No. 112, R. S. Khatian Nos. 83, 84 corresponding to L. R. Khatian Nos. 334, 335, 336, 337 **TOGETHER WITH** Structures standing thereon being, **Municipal Premises No. 1387, Chakgaria, Kolkata - 700094, Assessee No. 31-109-03-1387-7** lying and situated within the local limits of Kolkata Municipal Corporation under Ward No.109, Police Station-Panchasayar within the District of South 24 Parganas hereinafter referred to as the said "**Land/Property**" which particularly described in the **Schedule - 1**, herein written;

(F) The Parties now have agreed to enter into a development agreement based on the assurances and representations of the Developer regarding its expertise and competence to undertake the development and completion of the Project and based on the representations of the Owners as mentioned in clause 9.3 of this Agreement, the Owners have agreed to grant Development Rights to the Developer, by and under this Agreement and the Developer has consented to the same subject to satisfactory outcome of the Due Diligence (*defined below*) of the Land and subject to the Conditions Precedent (*described below*); and the Parties are entering into this Agreement to record their understanding with respect to the terms and conditions for such development of the Said property and the Project by the Developer.

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 receipt and adequacy of which are hereby mutually acknowledged, the Parties with the intent to be legally bound hereby agree as follows:

1) **DEFINITIONS AND INTERPRETATION**

1.1 **Definition**

"**Affiliate**" shall mean with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control of, such Person;



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"Agreed Ratio" shall have the meaning assigned to it in Clause 4.1;

"Agreement" shall mean this Agreement along with all annexures and schedules attached hereto and all instruments supplemental to or in amendment or furtherance or confirmation of this Agreement, entered into in writing, in accordance with its terms, including the power of attorneys to be executed in favour of the Developer in terms of this Agreement;

"Allocations" shall mean collectively the Owner's Allocation and the Developer's Allocation and **"Allocation"** shall mean any one of the above;

"Applicable Law" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;

"Approvals" shall mean and include any approvals, authorizations, permissions, No Objection certificates, clearances, permits, sanctions, licenses, etc., in any form whatsoever, irrespective of its nomenclature required under any Applicable Law from any Government Authority for the construction, development, completion, ownership, management, operation, leasing/ disposal and implementation of the Project, the building plans, any completion certificate and any occupation certificates;

"Architect" shall mean the architect appointed or to be appointed from time to time by the Developer for the purpose of planning, designing and supervision of construction and development of the Project;

"Association" shall mean the association, syndicate, committee, body, society or company which would comprise the Intending Purchasers and be duly formed or incorporated at the instance of the Developer for Common Purposes with such rules and regulations as shall be framed by the Developer in consultation with the Intending Purchasers;

"Building(s)" shall mean building(s) forming part of the Project to be constructed on the Said property by the Developer including car parking and other spaces intended for enjoyment of the Building(s) or portion or Units, including Common Areas;



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"Building Plan(s)" shall mean the sanctioned building plans and shall include all amendments and/or modifications thereon as may be made from time to time and approved by the authorities concerned;

"Common Areas" shall mean the areas, facilities and amenities in the Building(s) and/or the Said property earmarked for common use and enjoyment of the owners/occupiers of the Units and shall include parking, corridors, roof, terrace, stairways, landings, lobbies, entrances, exits/gates, passageways, driveways, garden, pathways, lifts, shafts/ducts, drains, sewers, pits, machine room, store room, caretaker room, community hall, electric/ generator/transformer/meter or other equipment room, common toilets, other spaces, water tanks/reservoirs, association room, pumps, motors, tube wells, pipes, plumbing, water tank, water filtration plant, periphery walls, parapet walls, projections, foundation, columns, supports, facilities whatsoever required for the use, enjoyment, establishment, locations, maintenance and/or management of the Building(s) and/or the common facilities or any of them as the case may be;

"Common Purposes" shall connote and include the purpose of managing, maintaining and up-keeping the Project as a whole and in particular the Building(s), Common Areas, facilities and amenities, rendition of common services to the Intending Purchasers, collection and disbursement of the common expenses and administering and dealing with the matters of common interest of the Intending Purchasers and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively;

"Completion" in respect of the Project, shall mean the completion of the planning, design, grant of Approvals, construction and development of the Project and as evidenced by the completion / occupancy certificate issued by the appropriate Governmental Authority with respect to the Project/ Blocks.

"Completion Date" shall have the meaning as specified in Clause 8 herein;

"Completion Period" shall have the meaning as specified in Clause 8 herein;



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"Construction commencement date" shall mean the date of obtaining the sanctioned plan from the concerned authority or fulfilment of all the terms and Conditions precedent including project approval from West Bengal RERA, whichever occurs later, with the further gestation period of 60 (sixty) days thereafter.

"Conditions Precedent" shall mean the Conditions Precedent as specified in Clause 6 herein;

"Development Power of Attorneys" shall have the meaning as specified in Clause 14.8.3 herein;

"Developer's Allocation" shall mean 50% (Fifty percent) of the sanctioned Area in the Said project (including roof and club, community hall, commercial spaces, car parking and other areas) together with the Common Areas and the undivided share in the Said property;

"Development Rights" shall include, *inter alia*, the rights, entitlement, authority, sanction and permission to:

- (i) enter into the Said property in accordance with this Agreement for the purpose of development and construction of the Project in phases till the Completion as well as sale of the individual units comprised in the Developers' Allocation of the Project;
- (ii) appoint, employ or engage architect, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the planning, design, development and construction of the Project;
- (iii) to carry out planning, design, all the infrastructure and related work/ constructions for the Project in phases, including levelling, water storage facilities, water mains, sewages, storm water drains, boundary walls, landscaping and all other common areas and facilities for the total built-up areas to be constructed on the Said property as may be required by any Approvals, layout plan, or order of any Governmental Authority; and to set up site offices, marketing offices and construct sample homes/ apartments/ Units;



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- (iv) to launch the Project (in phases or otherwise of varying sizes as may be decided by the Developer) and subject to the terms of the Agreement, to exercise exclusive marketing, leasing, licensing and sale rights in respect of the Units/ Apartments and related undivided interests in the Said property and enter into agreements of transfer with all Intending Purchasers of the Units/ Apartments and on such marketing, leasing, licensing or sale, to receive proceeds and give money receipts and hand over ownership, possession, use or occupation of the Units/ Apartments to the Intending Purchasers;
- (v) manage the Said property and the Common Areas constructed upon the Said property till the completion of the Project and transfer/ assign such rights of maintenance to the Association upon its formation, if any and to retain benefits, consideration etc. accruing from such maintenance of the Project after realisation of legitimate expenses in connection thereto for being handed over to the aforesaid Association.
- (vi) apply for and obtain any Approvals in the name of Owners or wherever required under the Applicable Law in the name of the Developer, including any temporary connections of water, electricity, drainage and sewerage in the name of the Owners for the purpose of development and construction and Completion of the Project or for any other exploitation of the Development Rights in the Project as per this Agreement;
- (vii) generally do any and all other acts, deeds and things that are ancillary or incidental to the exercise of the Development Rights, including any rights stated elsewhere in this Agreement.

“Due Diligence” shall mean the exercise to be undertaken by the Developer based on the documents provided by the Owners in respect of all the precedents and antecedents pertaining to the marketable title of the owners in the said land / property.



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"Effective Date" shall mean the date on which this agreement shall come into force as stated above.

"Encumbrance" means any third party claims including any prior sale/ agreement to sell, gift, mortgage, thika tenancy, vesting under West Bengal Estate Acquisition Act, license, trust, exchange, lease, encroachment by or settled possession of a third party, legal flaw, claims, prior agreement to sell, loan, surety, security, lien, court injunction, litigation, stay order, notices, charges, disputes, acquisition, attachment in the decree of any court, hypothecation, income tax or wealth tax attachment or any other registered or unregistered encumbrance whatsoever, burdensome covenant or condition and/or any other arrangement which has the effect of constituting a charge or security interest or other third party interest or negative lien which could affect the construction and development and/or ownership of the Project;

"Force Majeure" shall include the following having a material and significant negative lasting impact on the Project and/or execution of the development work and/or the relevant context in which the Force Majeure clause is intended to be invoked:

- i. Act of war, hostilities (whether war be declared or not), invasion, act of foreign enemies, armed conflict, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage; or
- ii. Rebellion, terrorism, revolution, military or usurped power or civil war; or
- iii. Riot, commotions or other civil disorders; or
- iv. Any act, restraint or regulation of any Governmental Instrumentality including any local, State, or central government of India or any department, instrumentality or agency thereof including any act, regulation or restraint constituting a change in law; or
- v. Any failure by a competent authority to grant or renew any license, permit or clearance or sanction within reasonable time (other than for cause) after application having been duly made; or



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- vi. Any local issues beyond the control of the Developer which may hamper the implementation of the Project;
- vii. Flood, cyclone, lightning, earthquake, drought, storm, pandemic, epidemic or any other effect of natural elements; or
- viii. Legal proceedings or any other order, rule or notification issued by competent authorities relating to this project including any action or inaction of the competent authorities effecting the development of the Project or
- ix. Such other incidents or events beyond the control of the Developer.

“Government Authority(ies)” shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, including any municipal/ local authority having jurisdiction over any matter pertaining to the construction and development of the Project;

“Marketing Agent” shall mean any competent person and / or organisation/entity by whatsoever name called and where so ever constituted to be appointed by the Developer, as it deems fit and proper.

“Conditions Precedent” shall mean the conditions precedent specified in **Schedule 3** to be fulfilled by the Developer;

“Owner” shall mean collectively all individual owners (hereinafter referred to as **“Parties”**) comprised in the First Part to this Agreement.

“Owners Allocation” shall mean 50% of the sanctioned Area in the Said project (including roof and club, community hall, commercial spaces, car parking and other areas) together with the Common Areas and undivided share in the Said property.



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"Person" means any individual, sole proprietorship, unincorporated association, body corporate, corporation, company, partnership, limited liability partnership, limited liability company, joint venture, Governmental Authority or trust or any other entity or organization;

"Project" shall mean the development and construction of residential and/or commercial real estate project to be constructed by the Developer (or otherwise) as per the building sanction plan;

"Project Costs" shall mean all costs and expenses for the construction and development of the said Project including but not restricted to Architect fees, cost for obtaining any Approvals for the same;

"Said Property" shall mean the said Land described in the Schedule - 1 hereto;

"Security Deposit" shall have the meaning as specified in Clause 5 herein;

"Unit/Units/Apartments" shall mean the self-contained units, apartments, duplex, other built-up spaces for residential and/or commercial uses or for other purposes and car parking spaces in the Project to be constructed and developed by the Developer as per the building sanction plan.

1.2 Interpretation

In this Agreement, unless the contrary intention appears:

1.2.1 any reference to any statute or statutory provision shall include:

- (i) all subordinate legislations made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated);
- (ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to above has directly or indirectly replaced;



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- 1.2.2 any reference to the singular shall include the plural and vice-versa;
- 1.2.3 any reference herein to any Clause or Schedule or Annexure is a reference to such Clause or Schedule to this Agreement. The Schedules and Annexure to this Agreement shall form an integral part of this Agreement;
- 1.2.4 references to this Agreement shall be construed as references to this Agreement as amended, varied, novated, supplemented or replaced from time to time;
- 1.2.5 each of the representations and warranties provided in this Agreement is independent of other's representations and warranties and unless the contrary is expressly stated, no Clause in this Agreement limits the extent or application of another Clause or any part thereof;
- 1.2.6 "in writing" includes any communication made by letter or e-mail;
- 1.2.7 the words "include", "including", "including but not restricted to" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- 1.2.8 all the aforesaid recitals shall form integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

1.3 Purpose

- 1.3.1 This Agreement is to set forth the terms and conditions with respect to and pertaining to the grant of the Development Rights by the Owner with respect to the Said Land/Property in favour of the Developer, the nature of the Project to be developed by the Developer and the rights and obligations of the Parties towards the implementation of the Project.



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- 1.3.2 The Parties to this agreement shall extend all cooperation to each other and do all such acts and deeds that may be required to give effect to and accomplish the provisions and purposes of this Agreement. The Owner shall provide all assistance to the Developer that may be required by the Developer from time to time for the purpose of carrying out the transactions contemplated hereby.
- 1.3.3 If, for any reason whatsoever, any term contained in this Agreement cannot be performed or fulfilled, then save and except any other rights the Parties respectively may have against the other under this Agreement or in law, the Parties shall meet, explore and agree to any alternative recourse/solutions depending upon the changed situations/ circumstances, but keeping in view the spirit and objectives of this Agreement.
- 1.3.4 The developer has been *prima facie* satisfied with regard to the right, title or interest of the Owner in respect of the said property and believing upon the representations of the Owner, the Developer has agreed to enter into this venture with the Owner.

2) GRANT OF DEVELOPMENT RIGHTS

- 2.1 (i) Subject to the terms and conditions contained in this Agreement, on and from the Effective Date, the Owners hereby grants to the Developer and the Developer hereby accepts from the Owners, all the Development Rights in respect of the Said Land/Property. The Parties agree that hereafter the Project shall be exclusively implemented / developed by the Developer as per the terms contained in this Agreement. Subject to the Developer being in compliance with all its material obligations under this Agreement, the Owners' hereby agree not to disturb, interrupt or interfere with or commit any act or omission, which would in any manner result in any detriment to the Development Rights of the Developer or delay or stoppage of the Project.
- (ii) The Parties agree to ensure that no other person, acting under or through them, does any act of commission or omission that (a)



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interferes with or causes any obstruction or hindrance in the exercise of any of the Development Rights by the Developer; or (b) whereby the grant of the Development Rights or the rights of the Developer in respect of the Said property/land is prejudicially affected. In the performance of its duties and the exercise of its rights, powers and authorities under this Agreement, the Owner shall act in the best interests of the Developer and shall not, in any manner whatsoever do any act, deed or thing that is detrimental to or against the interests of the Developer and/or the Project. The Owner shall not do or have any right to do any act or deed which tends to have the effect of interrupting the progress or Completion of the development of the Project on the Said Land/Property or which either renders the Developer incapable of performing its obligations under this Agreement or increases the burden of the Developer in performing its obligations under this Agreement, or which adversely affects the Project.

- 2.2 The Developer shall, at its costs and expenses, carry out the development and construction of the Project. Further the Developer shall, at its costs and expenses, obtain all requisite Approvals for development and construction of the Project. All Project Costs shall be payable by the Developer.
- 2.3 The Developer shall prepare all applications, plans, undertakings, lay-out plans, details, descriptions etc. for submission with any Government Authority for obtainment of any Approval. The Owners agree that in the event the Owners are required to obtain any Approvals or have at any point in time applied for or obtained any Approval with respect to the Project, it shall provide to the Developer copies of all such applications alongwith documents filed and approvals obtained, as and when the same are made or obtained.
- 2.4 Immediately upon execution of this Agreement, the Developer shall be accorded the development rights and the authority for the purpose of development and construction of the Project and the Developer shall have the right to enter upon the Said Land/Property directly or through its affiliates, associates, nominees, agents, architects, consultants, representatives, contractors and/or assigns, to do all such acts and deeds required and/or necessary and incidental and/or ancillary for exercising the said development rights and for the construction of the Project in its entirety.



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- 2.5 The Developer shall execute the Project strictly in accordance with the permission obtained from the various government authorities including the authorities under the Real Estate (Regulation and Development) Act, 2016;
- 2.6 The Developer shall be at liberty to incorporate an Association upon completion of the Project to look after, manage and administer such maintenance work on behalf of the Intending Purchasers/Allottees of the Units/apartments in the Building(s) constructed on the Said Land/Property and also realise the monthly maintenance charges and incur costs and expenses towards such maintenance activities.

3) **SPACE ALLOCATION**

- 3.1 The Developer shall be entitled to take over Developer's Allocation as defined above and is hereby allotted to the Developer; the Owners shall be entitled to take over Owner's Allocation as defined above and is hereby allotted to the Owners.
- 3.2 The developers is fully empowered to enter into agreements, arrangements and execute and present for registration of deed of conveyance in respect to the developers allocated space alongwith the undivided proportionate share in the said property comprised in the units forming part of developers allocation. The owners agree and undertake to autorised the developer in the development power of attorney to effect the aforesaid transaction.
- 3.3 The Owners shall enter into agreements, arrangements and execute and present for registration Deed of Conveyance for undertaking to transfer the undivided proportionate Allocation in the Said property comprised in the Units forming part of the Owner's Allocation only. However the owners shall pass on intimation of such agreements, arrangements and registration of their respective allocated spaces to the developer for their necessary information and records and maintain a base unit selling price to be decided mutually to avoid future complications and or litigations.



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3.4 In case, upon the sanction of Building Plan for construction of the Building/s, any additional area and/or FAR becomes available in view of National Green Building Certification and or any amendment of any rules and regulations thereof, in that event the Developer shall obtain a sanction of the Building Plan at its own cost and expenses, for such additional areas and the said additional sanctioned areas shall be enjoyed by the owner as 32% (thirty two percent) of the additional space and the rest of additional sanction area (i. e. 68%) shall be enjoyed by the Developer exclusively.

4) **ALLOCATION OF THE OWNER AND THE DEVELOPER IN THE PROJECT**

4.1 The allocation of the Developer in the said Project shall be 50% and that of the Owners allocation shall be 50% ("Agreed Areas) of the sanction areas.

4.2 It is hereby specifically agreed and acknowledged by the Owners that the Owner's Allocation shall, under all circumstances specified in clause 4.1 above, be calculated only on the saleable area with respect to the said property.

4.3 That after obtaining the sanction building plan, the parties herein shall execute a supplementary development agreement containing the exact areas, orientation and floors of the owners' allocated areas as well as developers' allocated areas on the strength of the sanction building plan to avoid future complication and or litigations, if any, that may arise.

5.1 **SECURITY DEPOSIT**

i) Non adjustable advance of Rs.24,00,000/- (Rupees Twenty Four Lacs only) payable by the Developer to the Owner to be divided in equal sums amongst each individual owners (hereinafter referred to as "Parties" to the First Part of this Agreement) as per payment terms mentioned herein below.

ii) Interest free security deposit of Rs.16,00,000 (Rupees Sixteen Lacs only) shall be refunded by the Owners to the Developer simultaneously on receiving possession of the Owners' Allocation.



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- iii) Rent @ Rs.15000.00 per month as towards shifting charges for 2 (two) numbers of individual owners (hereinafter referred to as "Parties" to the First Part of this Agreement) i. e. Rs.30000.00 per month in total (name required???) , shall be payable by the developers reckoned from the date of sanction building plan by KMC and or on physical handover of the land by the land owners whichever is later till date of completion of the project.

5.2 PAYMENT TERMS:

- i) An Non-adjustable Advance of Rs.24,00,000/- (Rupees Twenty Four Lakhs only) payable by the Developer to the owners collectively payable as under-
- Rs.20,00,000/- (Rupees twenty lakhs only) - On signing and registration of Joint venture Development Agreement and Development Power of Attorney and the owners do hereby and also by the memo of consideration admit, accept and acknowledge receipt of the same from the developer. This shall be subject to deduction of tax at source.
 - Rs.4,00,000/- (Rupees Four Lakhs only)- On receipts of Building sanctioned plans and other related approvals/sanctions from the competent authorities. This shall be subject to deduction of tax at source.
- ii). Rs.16,00,000/- (Rupees Sixteen lakhs only) as Interest-free security deposits to be paid by the developer to the owners collectively (to be apportioned equally amongst each individual owner) upon receipts of Building sanctioned plans and other related approvals/sanctions from the competent authorities and the said security deposit shall be adjusted/ refunded by the Owners on receiving possession of the owners' Allocated areas from the Developer. This shall not be subject to deduction of tax at source

5.3 APPLICABILITY OF TAXES:

All applicable taxes, duties, levies by whatsoever name called being imposed by any contemporary statute in force for the time being including but not restricted to Goods and Services Tax (GST), Income Tax and or any taxes and duties of whatsoever description with respect to the Owners Allocation, shall be borne by such Owners irrespective of the fact as to whether sale of any or all of the units comprised therein is being undertaken or not by the Owner.



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6. CONDITIONS PRECEDENT AND PERMISSIVE CONSTRUCTION RIGHTS ON LAND

6.1 The obligation of the Developer to develop the Said property pursuant to this Agreement is conditional upon fulfilment of each of the Conditions Precedent as set forth ~~out~~ in **Schedule 3 ("Conditions Precedent")** to the satisfaction of the Developer. The Owners shall exercise all rights and powers available to it and use its best efforts to procure that all the Conditions Precedent are fulfilled.

6.2 Notwithstanding the above, the Developer simultaneously with the execution of this Agreement shall be deemed to have received the rights from the Owners to enter the site of construction and develop the Said property. The Owners shall promptly confirm the same by letter to the Developer.

Provided that notwithstanding the conferring of development rights as stated above with respect to the Said Property, the Owners shall continue to extend full co-operation to the Developer in fulfilling the Conditions Precedent as specified in **Schedule 3** herein.

7. MARKETING RIGHTS AND PROJECT SALES

7.1 The developer shall undertake to perform all the activities relatable to sale of all the units, pertaining to the developer's share only. In the best interest of the project concerned and with a view to expedite the marketability and sale of the units / apartments/ commercial and other spaces, the developer shall appoint competent marketing agents and or use its own marketing personnel and other personnel and the developer shall incur all expenses related thereto, particularly expenses pertaining to advertisement and other marketing costs.

7.2 The marketing agent/s and other personnel connected with the marketing related activities shall be primarily responsible to introduce the Intending Purchasers of the units comprised in the said project. Provided that the Parties concerned shall be at liberty to share any leads of Intending Purchasers with the Marketing Agent/s and other personnel as stated above;

7.3 The Marketing Agent/s and other marketing related personnel shall offer the Units for sale to the Intending Purchasers relatable to the Developers Allocation at the base unit sale price to be decided by the developer alone.

7.4 The Intending Purchasers shall make the payments towards all the realisations with respect to the sale of units made by them at different points of time to the Developer.



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- 7.5 The Developer shall have the exclusive rights to execute the letter of allotment, agreement for sale, Deed of Conveyance and all other related agreements and documents in favour of the intending purchasers of the units. These agreements and documents may be prepared by the Advocate appointed by the developer.
- 7.6 The registration of all the agreements, Deed of Conveyance etc. shall be completed by the developer in terms of the clauses specified in the Development Power of Attorney to be executed by the parties.
- 7.7 The parties hereto agrees and undertake that (i) The name of the project shall be mutually decided by the owners and the developer (ii) The developer shall have the right to launch the project, display, publicise, issue brochures, flayers, put the signage (whether on hoardings or on terraces or at prominent places as may be required), advertise in the print / electronic media or in any other convenient mode or at other places as may be deemed fit at its own cost and in such manner and on such terms as may be deemed appropriate by the developer (iii) the name and/or identification / premises numbers given to the buildings or portions thereof of the Project shall be displayed in a manner as may be decided by the Developer (iv) The name and respective logos of the developer shall be used in all the modes of advertisement and communications for the purpose of creating brand image with the ulterior motive of augmenting the marketability prospect of the project. The design and lay-out of all the documents related to publicity used in the print media or otherwise with respect to the project shall be decided by the Developer (v) Neither the Owners nor the developer shall do any act or thing that may adversely affect the aesthetic appearance or beauty of the Building and/or the Project nor do anything which may cause nuisance or obstruction or hindrance for the sake of the project.
- 7.8 The Parties hereby agree, undertake and acknowledge that, (i) all agreements for sale / allotment whether Unit/ flat/ apartments buyer agreements and (ii) any other agreement or memorandum of understanding or letter of intent for sale, booking of any Unit, flat, apartment or any other space/ area in their respective Allocations in the Land; and (iii) any other agreement or memorandum of understanding or letter of intent or letter or form to accept or receive any request for booking or allotment of sale of any flat, apartment, Unit or any other space/ area in the Land; and (iv) any power of attorney or indemnity bond or undertakings or other agreements which are ancillary to the agreements contemplated above (hereinafter collectively the "Unit Agreements"), shall be prepared by the Developer, relatable to the Developers Allocation only.



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8. CONSTRUCTION AND COMPLETION OF THE PROJECT

- 8.1 (i) The Developer has agreed to commence construction of the Project within a period of 60 days from the date of obtaining the last of the Approvals required for commencement of construction of the Project including the certificate of Commencement / registration certificate from the Regulatory Authority specified under RERA 2016 required for commencement of construction of the Project, hereinafter referred to as the "Construction Commencement Date".
- (ii) Time is the essence of this contract. Both the parties hereto shall endeavour in the best possible manner to attain the date of commencement of the project as stated above and shall exert sufficient efforts to achieve the same. Towards this both the parties shall extend their full co-operation in the interests of the project.
- (iii) The Parties agree that for the purposes of this Clause 8, 'commencement of construction' shall mean and include commencement of construction of basements and/or undertaking of any excavation/ piling activities on the Land.
- (iv) The entire Project on the Land shall be constructed /developed / completed by the Developer as per the sanction building plan.
- (v) The Developer shall at its own costs and expenses and without creating any financial or other liability on the Owners develop the Land and construct the Building(s) in accordance with the Building Plans, specifications and elevations sanctioned by the local, Municipal and Development authority and Competent Authority specified under Real Estate (Regulation & Development) Act 2016, Promoter's Act subject to any amendment, modification or variation to the said Building Plans and specifications which may be made by the Developer subject to the Approvals of the appropriate authorities, if required. The Project as a whole and the Building(s) shall be constructed under the supervision and guidance of the Architect and the decision of the Architect as to the cost, quality of the materials and specifications to be used for construction of the Building(s) shall be final, binding and conclusive on the Parties.



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- (vi) The Developer shall register the real estate project with the Real Estate Regulatory Authority established under the Real Estate (Regulation And Development) Act, 2016 and obtain a registration / commencement certificate after registration of the said project.
- (vii) The Owners shall have the authority to enter into the project site to appraise the progress of construction. However the developer shall have the full authority to carry on construction and or development works at the site with its men and materials for which the owners shall not raise any objection provided the developer use standard materials for construction.
- (viii) The Developer shall undertake the construction of the building by making use of standard quality building materials specifications as may be recommended by the Architects of the Project keeping in mind the conditions that may be imposed by various sanctioning and approving authorities and agencies. A specification to be used for the construction is provided in the **Schedule - 5** hereunder.
- (ix) The Developer shall cause erection of pathways, driveways and lanes as may be required for free ingress and egress to and from the Land and Building(s) to be constructed at the Land. The Developer shall cause and / or install the required common parts and implement essential services including fire protection system, water, drainage/ sewerage, electricity and telephone connections and landscaping and electrification of roads, pathways, driveways and lanes.
- (x) All costs, charges and expenses incidental to the construction of the Project including cost of materials, Architect fees shall be borne, paid and discharged by the Developer and the Developer hereby agrees to indemnify and keep indemnified the Owner from and against all suits, proceedings, actions, claims and/or demands, costs, expenses and loss whatsoever relating to or in respect of the same. However, the Developer shall be at liberty to hire or not such professionals working on the project since past.



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- (xi) All taxes, duties, cess, levies etc. levied by or payable to any Government Authority or any municipal or other authority relating to the Land upto March 2022 shall be the liability of the Owners and thereafter the Developer shall be liable to pay all such taxes, duties, cess, levies etc.

8.2 Subject to Force Majeure and/or any delays owing to defaults of the Owners / developer or any acts, omissions or conduct of the Owners / developer or any persons acting on behalf of the Owners / developer, the Developer shall complete construction within a period of 48 months with a further grace period of 6(six) months from the date of commencement of construction. The developer shall take all possible measures to complete the project within the stipulated time and a penalty of Rs.50000.00 (Rupees Fifty Thousand) only will be levied for each month of delay in construction. It is clarified that the Parties agree that any delays owing to Force Majeure; and/or any delays owing to defaults of the Owners / developer or any acts, omissions or conduct of the Owners / developer or any persons acting on behalf of the Owners / developer; shall be excluded from the calculation/ determination of the Completion Period. Immediately after Completion Period of the Project, the Developer shall give a notice of completion of the Project to the Owners and the date on which the Owners receives such completion notice is hereinafter referred to as **the Completion Date**. The developer shall obtain Completion Certificate with respect to the project from the competent authority at its own initiation, effort and cost.

8.3 Subject to Force Majeure and subject to the fact that Owners are not in default in compliance of its respective obligations or with respect to any of its acts, omissions or conduct or of any persons acting on its behalf and in the event the Developer does not cause the Project to be completed within the Completion Period as stated above.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1 Subject to the Conditions Precedent, each of the Parties hereby represent to the other Party that:

9.1.1 It has the full power and authority to enter into, execute and deliver this Agreement and any other deeds, documents or agreements, including Power of Attorney, development agreements and consents, contemplated hereunder or pursuant hereto and to perform the transaction contemplated hereunder and, in case of body corporate, it is duly incorporated or organised with limited liability and existing under the laws of the jurisdiction of its incorporation;



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- 9.1.2 The execution and delivery of this Agreement and the performance of the transactions contemplated herein has been duly authorised by all the jurisdictional regulatory authorities.
- 9.1.3 This Agreement constitutes a legal, valid and binding obligation on the Parties, enforceable against them in accordance with its terms and conditions.
- 9.2 **The Developer hereby represents and warrants to the Owners as follows:**
- 9.2.1 The Developer is a Private Limited Company with limited liability, registered under the Companies Act, 1956 and validly existing under the laws of India and are well compliant with the laws in India
- 9.2.2 All information contained or referred to in this Agreement which have been given to the Owners, continues to be true, complete and accurate in all respects and not misleading in any manner. Nothing has occurred (since the time such information was given) that results in any information, provided by them or on their behalf in connection with the transaction contemplated herein, becoming untrue or only partially true in any respect;
- 9.2.3 The Developer has full power and authority to execute, deliver and perform the terms and conditions of this Agreement and has taken all necessary actions empowering the developer to enable the execution and delivery by it, of this Agreement and the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by the Developer and constitutes a legal, valid and binding obligation cast on the Developer, except to the extent that enforcement may be constrained, if any, by applicable bankruptcy, insolvency or other contemporary laws of general application affecting creditors' rights or the application of equitable principles. The Developer shall be entitled to do all things, deeds and matters pertaining to all the development activities on and in relation to the Said property and exercise its Development Rights;



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9.3 Subject to conditions precedent, the Owners as may be applicable, hereby represent to the Developer as follows:

- 9.3.1 ***Clear & marketable title:*** The Owners possess clear, marketable, unfettered, absolute and unrestricted right, title and interest on the Said Land/Property and are the absolute joint Owners of the Said Land/Property having peaceful, legal and physical possession thereof and no other person has any right, title, interest, claim or concern of any nature therein.
- 9.3.2 ***Compliance with Applicable Laws:*** The Owners are in absolute compliance with the Applicable Laws, all statutes, laws, said land/property ceiling laws, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, government 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 of any of the foregoing, by any authority having jurisdiction over the matter in question as in effect as of the date of this Agreement;
- 9.3.3 ***No litigation:*** No litigation is pending against the Owners with regard to the Said Land/Property.
- 9.3.4 ***No Encumbrance & Contiguous:*** The Said Land/property and all parts of it are free from all kinds of encumbrances whatsoever and the said property is having free and marketable title. The Said Land/property is contiguous and there are no impediments with regard to the development and construction of the Project on the Said Land/Property;
- 9.3.5 ***No prior sales/ launch of the Project:*** The Owners hereby represent and undertake that (i) the Owners have not entered into, nor have it authorized any person to enter into, any arrangement or agreement for sale/ lease/ license/ allotment whether flat buyer agreement, plot buyer agreement or any other agreement or memorandum of understanding for sale, booking of any plot, flat, apartment or any other space/ area, to be developed or constructed over the Said Land/Property; and (ii) the Owners have not accepted any request for booking or allotment of sale/ lease/ license of any plot, flat, apartment or any other space/ area, to be developed or constructed over the Said Property;



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- 9.3.6 **No prior power of attorney:** The Owners have not issued and/ or executed any power of attorney or any other authority, oral or otherwise empowering any other person(s) other than the developer herein to deal with the Said property or any part thereof for any purpose whatsoever;
- 9.3.7 **No outstanding taxes:** There is no outstanding property taxes, rates, duties, cess, levies including assessments, water charges, electricity charges, dues or any other charges, including any infrastructure charges, under any Applicable Law, required to be paid to any Governmental Authority or other Person in connection with the Said Property up till the stipulated date as stated above.
- 9.3.8 **No future impediments:** The Owners agree and covenant that after execution of this Agreement, and except in accordance with the terms hereof, it shall not enter into any agreement, commitment, arrangement or understanding with any person other than the developer herein which shall have the effect of creating, directly or indirectly and whether immediately or contingently, in favour of such person any right, interest, title, claim or Encumbrance in or in relation to the Said property and/or the constructed area or any part thereof;
- 9.3.9 **Due disclosures:** All information in relation to the transactions contemplated herein which would be material to the Developer for the purposes of entering into this Agreement, and consummating the transaction contemplated herein, has been made available and disclosed to the Developer. All information contained or referred to in this Agreement which has been given to Developer, continues to be true, complete and accurate in all respects and not misleading in any manner. Nothing has occurred (since the time such information was given) that results in any information, provided by them or on their behalf in connection with the transaction contemplated herein, becoming untrue or only partially true in any respect. The Owner further represents that no part of the Said property is affected by the West Bengal Thika Tenancy (Acquisition & Regulation) Act, 2001 or the erstwhile Kolkata Thika and other Tenancies and Lands (Acquisition and Regulation) Act, 1981. The Owners further represented that the Developer shall take the necessary initiative to procure the ULC Clearance certificate from the Competent Authority under the UL (C&R) Act, 1976, if so required, where upon the related costs and expenses shall be borne by the Developer.



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- 9.3.10 Each of the representations and warranties set forth in this Clause shall be construed as a separate warranty and (save as expressly provided to the contrary herein) shall not be limited or restricted by reference to or inference from the terms of any other representation or warranty or any other term of this Agreement.
- 9.3.11 For the avoidance of doubts, the representations, warranties and covenants mentioned in Clause 9 shall survive and continue to be in force and effect from the Effective Date.
- 9.4 Upon requests made by the Developer, the Owners shall sign execute and deliver all necessary papers, applications, plans, sketches, maps, designs and other documents as may from time to time be required by the Developer for carrying out the Project and/or obtaining the telephone, electricity, water, drainage/sewerage and other essential services at the Project and/or Apartment(s) and/or Units.
- 9.5 The Owners state, declare and assure the Developer that based on its representation of a clear and marketable title to the Said property subject to conditions precedent:
- (i) the Developer can submit the declaration supported by a sworn affidavit together with the application to the Real Estate Regulatory Authority under the Real Estate (Regulation and Development) Act 2016 for registration of the project;

10. MORTGAGE OF THE LAND & UNITS

- 10.1 The Owners hereby agree that the developer shall be entitled to avail and accept the necessary finances for the purposes of construction of the said project in any manner and form as it deems fit and to such extent and on such terms and conditions as may be appropriate for the developer from various financial institutions including but not restricted to banks, NBFC's HFC's and / or other lenders from time to time.

The developer may obtain project finance by mortgaging other property of the developer for that the owners shall not be held liable and or responsible. Be it categorically mention that the developer is not authorised and or empowered to create any charge against the property of the project under development.



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- 10.2 The Developer shall be responsible to repay the loans and advances as it would from time to time obtain in relation to the Project from Banks and/or Financial Institutions and/or Housing Finance Companies and/or Non-Banking Financial Companies (NBFCs) and all interest thereon and charges related thereto and the Owners shall not be liable or responsible for the same in any manner.
- 10.3 The Owners hereby authorise the Developer to furnish for and on its behalf to the lenders of the Intending Purchasers of the units / apartments, No Objection Certificates / permission to create equitable mortgage of the unit/ apartment along with the undivided proportionate impartible share of land and interests in the Said property from time to time.

11. GOVERNING LAW AND DISPUTE RESOLUTION

- 11.1 This Agreement shall be governed by the laws of India. The courts in Kolkata shall have the exclusive jurisdiction in connection with this Agreement.
- 11.2 Any and all disputes or differences arising out of or in connection with this Agreement, any breach, termination or validity thereof ("**Dispute**") which cannot be settled by negotiation and agreement between the Parties shall be referred to arbitration.
- 11.3 The Parties shall attempt in good faith to resolve any dispute, difference, conflict or claim arising out of or in relation to this Agreement through negotiations. Both the parties shall have the right to seek relief under Specific Relief Act, 1963 as amended till date. If the dispute has not been settled through negotiation or by virtue of the aforesaid enactment within fourteen (14) days from the date on which either Party has served written notice on the other of the dispute ("**Dispute Notice**") then the following provisions shall apply.



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11.4 In the event of a dispute arising out of or in connection with this Agreement not being resolved in accordance with the above provisions, either Party shall be entitled to, by notice in writing ("**Arbitration Notice**") to the other Party, refer such dispute for final resolution by binding arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory enactment or modification there under and such arbitration shall lie before a sole arbitrator to be appointed in terms of the Arbitration and Conciliation Act, 1996 or any statutory enactment or modification thereunder. The venue of such arbitration shall be at Kolkata and the arbitration proceedings shall be conducted in English language. The award of the arbitrator shall be binding on the Parties. The cost of arbitration and incidental expenses related thereto shall be borne equally by the parties.

11.5 That the owner(s) and their legal heirs hereby declare and undertake that upon the demise of owners/ anyone or more of the owners, the legal heir(s) of the saidowner/ owners will join the development agreement and shall execute a supplementary development agreement with the Developer and shall also execute a fresh Power of Attorney and also other required documents in favour of the Developer(s) and also for the betterment of the project on the same terms and conditions mentioned herein.

12. **NOTICES**

Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Agreement shall be given in writing and may be given by facsimile, by personal delivery, by electronic mail or by sending the same by courier addressed to the Party concerned at the address stated below and, or any other address subsequently notified to the other Parties for the purposes of this Clause and shall be deemed to be effective in the case of personal delivery or delivery by courier at the time of delivery and in the case of facsimile immediately after receipt of a transmission report confirming dispatch thereof (except that the court documents may not be served by facsimile):



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13. MISCELLANEOUS

13.1 Confidentiality

This Agreement, its existence and all information exchanged between the Parties under this Agreement or during the negotiations preceding this Agreement shall be treated as confidential to them and shall not be disclosed to any third person. The Parties shall hold in strictest confidence, shall not use or disclose to any third person, and shall take all necessary precautions to secure any confidential information of the other Party. Disclosure of such information shall be restricted, on a need to know basis, solely to employees, agents, advisors, consultants and authorised representatives of a Party or its affiliate, who have been advised of their obligation with respect to confidential information. None of the Parties shall issue any press release or organize a press meet or make any public announcement or any disclosure in relation to this Agreement or the relationship between the Parties without taking prior written consent of the other Parties and all such press releases/ public announcements shall be jointly issued by the Parties. The obligations of confidentiality do not extend to information which:

- i. is disclosed with the prior written consent of the Party who supplied the information;
- ii. is, at the date this Agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information except where the Party knows that the source has this information as a result of a breach of a confidentiality obligation;
- iii. is required to be disclosed by a Party or its affiliate pursuant to Applicable Law or the rules of any relevant stock exchange or is appropriate in connection with any necessary or desirable intimation to any Government Authority or any regulatory authority by such Party or its affiliate;
- iv. is required to be disclosed pursuant to judicial or regulatory process or in connection with any judicial process regarding any legal action, suit or proceeding arising out of or relating to this Agreement, after giving prior notice to the other Party; or
- v. is generally and publicly available, other than as a result of breach of confidentiality by the person receiving the information.



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13.2 *Indemnity*

13.2.1 Each Party ("Indemnifying Party") shall indemnify and agrees to defend and to keep the other Party indemnified including its heirs, successors, officers, directors, agents and employees and save such other Party and render them harmless against all costs, expenses (including attorneys' fees), charges, loss, damages, claims, demands or actions of whatsoever nature by reason of:

- i. the non-performance and non-observance of any of the terms and conditions of the Agreement by the Indemnifying Party;
- ii. acts of negligence or intentional misconduct by the Indemnifying Party;
- iii. breach of the provisions of this Agreement by the Indemnifying Party;
- iv. any representation and warranty by the Indemnifying Party found to be misleading or untrue;
- v. failure by the Indemnifying Party to fulfil its obligations under any applicable law; and
- vi. any obligation, loss or liability of the Indemnifying Party or any affiliate of the Indemnifying Party, whether disclosed or not-disclosed.

13.3 *Effective Date & Term*

This Agreement shall take effect on the Effective Date and shall remain in force till Completion of the Project in its entirety up till sale of units comprised in the Developer's allocation. Neither Party shall, except as provided in clause 13.3 above, have the right to terminate the Agreement.

13.4 *Counterparts*

This Agreement may be executed in two or more counterparts, and by each Party on the same or different counterparts, but all of such counterparts shall together constitute one and the same instrument. The original Agreement will be retained by the Developer and a duly certified and signed photocopy shall be regarded as the true copy of the original will remain with the Owner.



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13.5 Variation

No variation of this Agreement shall be binding on any Party unless such variation is in writing and signed by each Party.

13.6 Relation

13.6.1 The development contemplated by this Agreement is neither in the nature of a partnership nor in the nature of any association of persons as contemplated either by the Indian Partnership Act, 1932, or by the Income Tax Act, 1961.

13.6.2 No Party shall have the authority to bind the other Party, except as expressly permitted hereunder.

13.6.3 Simultaneous with the execution of this Agreement, the Owners shall execute (i) the Development Power of Attorney in favour of the Developer in terms of this Agreement and have the same registered before the jurisdictional sub registrar; The Owners shall ensure that the Development Power of Attorney remains in full force and effect throughout the implementation of the Project. In the event any subsequent steps are required for the reasons of change in law or otherwise to sustain the Development Power of Attorney and all powers granted therein, the Owners shall take all such steps and do all such acts including execution and registration of a fresh power of attorney as may be required to provide the authorizations to the Developer throughout the implementation of the Project.

13.6.4. That by this development agreement and the related power of attorney, the Developer shall only be entitled to received consideration money by executing agreements/ final agreements/ documents/ conveyances in respect of its allocation as laid down in this Development Agreement. This Development Agreement and the related development power of attorney in any manner shall never be construed as the agreement/final document for transfer of the said entire land described in the Schedule - 1 between the owners and the developer. This clause shall have over-riding effect to anything written in this agreement in contrary thereof.



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13.7 Assignment and sub contract

- 13.7.1 The Developer shall at all times be entitled to engage and carried out construction/ development of the Project or any specific aspect to any sub-contractor/ contractor on such terms and conditions as the Developer may deem fit and proper.
- 13.7.2 The Contractor /sub -contractor, if so engaged, shall adhere to comply with the statutory norms (like ESI. PF etc.) as may prevailing from time to time.
- 13.7.3 The Owners shall not assign any rights and obligations contained herein to any person without prior written permission of the Developer.

13.8 Waiver

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

13.9 Force Majeure

If and to the extent that any Party is delayed, hindered or prevented by a Force Majeure event from performing any of its obligations under this Agreement, the obligations of the Party so affected shall remain suspended while such affected Party is prevented or hindered from complying with its obligations. In such event, the affected Party shall give written notice of suspension as soon as reasonably possible to the other Party stating the date and extent of such suspension and the cause and likely duration thereof. The affected Party shall take all reasonable steps to ameliorate or remedy the position and shall communicate the same to the other Parties. The affected Party shall resume full performance of its obligations after such Force Majeure event.



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13.10 Severability

If any provision of this Agreement is invalid, unenforceable or prohibited by Applicable Law in force for the time being, this Agreement shall be considered divisible only with regards to such provision(s) and such provision(s) shall be inoperative, and the remainder content of this Agreement shall be valid, binding and of like effect as though such provision was not included herein, provided, however, that the Parties hereto shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transaction contemplated hereby be consummated as originally contemplated to the fullest extent possible. Any such invalid, illegal, void, unenforceable or against public policy provision shall be replaced by a mutually acceptable provision, which being valid, legal, enforceable and within public policy comes closest to the intention of the Parties underlying the invalid, illegal, void, unenforceable or against public policy provision.

13.11 Successors and Assigns

This Agreement shall inure to the benefit of and be binding upon each of the Parties and their respective successors-in-interest and permitted assigns.

13.12 Further Acts

Each Party shall without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Agreement and each of the transactions contemplated under this Agreement. Without limiting the generality of the foregoing, if the Approvals of any Governmental Authority are required for any of the arrangements under this Agreement to be given effect, each Party will use all reasonable endeavours to obtain such Approvals.

13.13 Change in law

During the Term of this Agreement if any new Act, Rule, Regulation and Order comes into force, which is applicable to the transaction and the Project envisaged herein, the Parties will be duty bound to implement the same without delay.



[Handwritten signature]

DISTRICT SUB REGISTRAR-V
SOUTH 24 PGS, ALIPORE
09 FEB 2022

13.14 Authorization

The persons signing this Agreement on behalf of the respective Parties represent and covenant that they have the delegated authority to sign and execute this document on behalf of the Parties for whom they are signing.

13.15 Conflict

To the extent that there is presence of any conflict between any of the provisions of this Agreement and any other agreement by which the Owner of the Land or any part thereof is bound, the provisions of this Agreement shall prevail to the extent permitted by the Applicable Law.

13.16 Entire Understanding and Reasonableness

This Agreement constitutes and represents the entire agreement between the Parties with regard to the rights and obligations of each of the Parties and supersedes all prior arrangements, agreements or understandings, if any, whether oral or in writing, between the Parties on the subject matter hereof or in respect of the matters dealt with herewith.

13.17 Specific Performance of Obligations

The Parties to this Agreement agree that, to the extent permitted by the Applicable Law, the rights and obligations of the Parties under this Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party.

13.18 Stamp Duty and Registration Cost

The stamp duty and registration charges in respect of this Agreement and the Development Power of Attorney shall be borne and paid by the Developer.



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**DISTRICT SUB REGISTRAR-V
SOUTH 24 PGS, ALIPORE**

09 FEB 2022

SCHEDULE - 1

Details of Said Property/Land

ALL THAT piece and parcel of the demarcated land measuring an area about 34 Decimals, more or less , equivalent to 20 (Twenty) Cottahs 09 (Nine) Chittacks 15 (Fifteen) Sq.ft. more or less,(on physical measurement the land area comes to 19 (Nineteen) Cottahs 03 (Three) Chittacks 32 (Thirty Two) Sq.ft. sq ft more or less) comprised under Mouza Chak garia, J.L.No. 26, R.S. & L.R Dag No.112, R.S. khatian Nos. 83,84 corresponding to L.R.khatian Nos.334,335,336,337 **TOGETHER WITH** Structures standing thereon being, **Municipal Premises No.1387, Chak Garia, Kolkata - 700094, Assessee No. 31-109-03-1387-7** lying and situated within the local limit of Kolkata Municipal Corporation under ward No.109, Police Station-Panchasayer within the District of South 24 Parganas ,buted and bounded by-

ON THE NORTH:- 14 feet wide KMC Road

ON THE EAST:- Vacant Land under Rs. S. Dag No. 112 (Part)

ON THE WEST:- 40 feet wide KMC Road (Sreenagar Main Road)

ON THE SOUTH:- Premises No. 2062, Chakgaria

SCHEDULE-2

Conditions Precedent

1. Handing over all title deeds and documents of the property described in the Schedule - 1 hereto by the Owners in favour of the Developer upon execution of this Agreement;
2. Survey of the Said Land by a registered Surveyor;



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DISTRICT SUB REGISTRAR-V
SOUTH 24 PGS, ALIPORE
09 FEB 2022

3. Boundary wall to be completed on the said land;
4. Removal of encroachment, if required;
5. Earth filling in the Said Property, if required;
6. To obtain sanctioned building plan from the competent authorities;
7. To obtain permission for construction of green building project from the competent authorities;

SCHEDULE-3

Sequence of Schedule of Payments of Security Deposit

1. Subject to fulfilment of Conditions precedent mentioned herein above of this Development Agreement, the Developer shall pay Rs.16,00,000.00 (Rupees Sixteen Lac only) to the Owners as adjustable security deposit on receiving of building sanction plan.
2. Subject to fulfilment of Conditions precedent mentioned herein above of this Development Agreement, the Developer shall pay Rs.24,00,000.00 (Rupees Twenty Four Lac only) to the Owners as Non-adjustable security deposit out of which an amount of Rs.20,00,000.00 (Rupees Twenty Lac Only) has been paid by the developer on or before signing of this agreement and the balance of Rs.4,00,000.00 (Rupees Four Lac Only) shall be paid by the developer on receiving of building sanction plan.



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DISTRICT SUB REGISTRAR-V
SOUTH 24 PGS, ALIPORE
09 FEB 2022

SCHEDULE -4
SPECIFICATIONS AND FACILITIES

A. SPECIFICATIONS:

Structure:	RCC Framed Structure
Brickwork:	AAC Block / Red Brick or Fly Ash Brick
Foundation:	Pile Foundation
Living Room/ Dining Area:	
Flooring:	Vitrified Tiles
Wall:	Putty Finish
Ceiling:	Putty Finish
Main Door:	Flush Doors with accessories
Balcony:	Aluminium Sliding Door with MS Railing
Windows:	Aluminium with clear glass
Electrical:	Concealed Wiring with modular switches of reputed make, provision for telephone and television points.
Bedrooms:	
Flooring:	Vitrified Tiles
Wall:	Putty Finish
Ceiling:	Putty Finish
Doors:	Flush Doors
Windows:	Aluminium with clear glass
Electrical:	Concealed Wiring with modular switches of reputed make, Provision for AC Point in 2 Bed Rooms
Kitchen	
Flooring:	Anti-Skid Ceramic Tiles
Wall:	Putty Finish, Wall tiles up to 2 ft height on all around wall over granite counter.
Ceiling:	Putty Finish



2

DISTRICT SUB REGISTRAR-V
SOUTH 24 PGS, ALIPORE

09 FEB 2022

Door:	Flush Door
Windows:	Aluminium with clear glass
Counter:	Granite Slab with a stainless steel sink
Electrical:	Concealed Wiring with modular switches of reputed make, Water Filter Point. Exhaust Fan Point/ Chimney Point
Others:	Provision for Outlets for Exhaust Fan or Chimney
Toilet	
Flooring:	Anti-Skid Ceramic Tiles
Wall:	Ceramic tiles up to 7 feet height.
Ceiling:	Putty Finish
Door:	PVC Doors
Sanitary ware:	Sanitary ware of ISI standard or equivalent brand.
CP Fittings:	Sleek C P Fittings from ISI standard or equivalent make.
Electrical:	Concealed Wiring with modular switches of reputed make, Provision for light, geyser and exhaust points.
Lifts:	Automatic elevators of reputed make.
Lobby	Lobbies with Elegant lift facade.

- B. FACILITIES & AMENITIES:**
- Ø Capacious Club House including:
 - i. Community Hall;
 - ii. Gymnasium
 - iii. Swimming Pool
 - Ø Landscaped Garden
 - Ø Children's Play Area
 - Ø Common Toilet
 - Ø 24 Hours security with intercom;



2

DISTRICT SUB REGISTRAR-V
SOUTH 24 PGS, ALIPORE
09 FEB 2022

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as on the day and year first herein above written.

SIGNED AND DELIVERED by the within-named OWNERS at Kolkata in the presence of:

1. *Tommi Haider*
870 - Sardar Haider
Santoshpur.
Kat-75

Sumita Majumder.
(SUMITA MAJUMDER)

(For Self and as
Constituted Attorney of Sunita Ghosh)

Suchita Bhaumik
(SUCHITA BHAUMIK)

Subir Ghose
(SUBIR GHOSE)

2. *Basu der Paul*
Alipore Police
Const. Kat-27

SIGNED AND DELIVERED by the within-named DEVELOPER at Kolkata in the presence of:

1. *Tommi Haider*

Hein Majumdar
Director
MEGACITY SERVICES PVT. LTD.
DEVELOPER

2. *Basu der Paul*

Drafted by

Bibhas Kumar Ghosh
(Bibhas Kumar Ghosh)
Advocate, Calcutta High Court
Redg No. WB/733/1995

Computer typed by-

Mondj Naskar
(Mondj Naskar)
70, Lake east santoshpur
Kolkata- 700 075



Handwritten scribble or signature in blue ink, possibly initials.

Handwritten number "3" in blue ink.

DISTRICT SUB REGISTRAR-V
SOUTH 24 PGG, ALIPORE
09 FEB 2022

-(40):-

MEMO OF CONSIDERATION

RECEIVED of and from the within named DEVELOPER the within mentioned sum of Rs.20,00,000.00 (Rupees Twenty Lac only) being the part of the consideration amount payable under these presents as per Memo below:

Date	Banker's Cheque No.	Bank	Amount (Rs.)
01.12.2021	413592	State Bank of India	Rs.1,00,000.00
01.12.2021	413593	State Bank of India	Rs.1,00,000.00
01.12.2021	413591	State Bank of India	Rs.1,00,000.00
01.12.2021	413590	State Bank of India	Rs.1,00,000.00
08.02.2022	767173	State Bank of India	Rs.4,00,000.00
08.02.2022	767174	State Bank of India	Rs.4,00,000.00
08.02.2022	767175	State Bank of India	Rs.4,00,000.00
08.02.2022	167176	State Bank of India	Rs.4,00,000.00
TOTAL :			<u>Rs.20,00,000.00</u>

(Rupees Twenty Lac Only)

Witnesses-

1. *Tamra Haidu*

2. *Basu deu Roy*

Sumita Majumder

(SUMITA MAJUMDER)

(For Self and as

Constituted Attorney of Sunita Ghosh)

Suchita Bhaumik

(SUCHITA BHAUMIK)

Subir Ghose

(SUBIR GHOSE)



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DISTRICT SUB REGISTRAR-V
SOUTH 24 PGS, ALIPORE

09 FEB 2022



Name : AVIJIT NASKAR

Signature : *Avijit Naskar*

	Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
LEFT HAND					
RIGHT HAND					



Name : SUMITA MAJUMDAR

Signature : *Sumita Majumdar*

	Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
LEFT HAND					
RIGHT HAND					



Name : SUCHITA BHAUMIK

Signature : *Suchita Bhaumik*

	Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
LEFT HAND					
RIGHT HAND					



Name : SUBIR GHOSE

Signature : *Subir Ghose*

	Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
LEFT HAND					
RIGHT HAND					



9

DISTRICT SUB REGISTRAR-V
SOUTH 24 PGS, ALIPORE

09 FEB 2022



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

GRN Details

GRN: 192021220179653761 Payment Mode: Online Payment
GRN Date: 08/02/2022 16:29:23 Bank/Gateway: State Bank of India
BRN : CKS7764433 BRN Date: 08/02/2022 16:02:50
Payment Status: Successful Payment Ref. No: 2000434888/2/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: MAPL
Address: SANTOSHPUR
Mobile: 9831199860
Depositor Status: Others
Query No: 2000434888
Applicant's Name: Mr BIBHAS KUMAR GHOSH
Identification No: 2000434888/2/2022
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000434888/2/2022	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2000434888/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	20021
			Total	95042

IN WORDS: NINETY FIVE THOUSAND FORTY TWO ONLY.



आयकर विभाग
TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA

MEGACITY SERVICES PRIVATE LIMITED



29/01/2010

आयकर अधिकारी/Inspector

AA-CCM/936L


DIRECTOR
MEGACITY SERVICES PVT. LTD.

आयकर विभाग, भारत सरकार
आयकर विभाग, आयकर विभाग
आयकर विभाग, आयकर विभाग
आयकर विभाग, आयकर विभाग
आयकर विभाग, आयकर विभाग

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MEGACITY SERVICES PRIVATE LIMITED

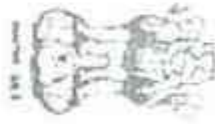
Tel: 01-26-2721 8000, Fax: 01-26-2721 8001
E-mail: info@megacity.co.in

11/4/11



स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

ACHPN3527G



नाम /NAME

AVIJIT NASKAR

पिता का नाम /FATHER'S NAME

JAYRAM NASKAR

जन्म तिथि /DATE OF BIRTH

07-09-1979



हस्ताक्षर /SIGNATURE

Avijit Naskar

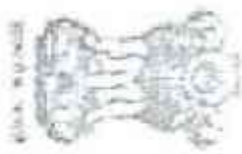
आयकर आयुक्त, प.वं.-111

COMMISSIONER OF INCOME-TAX. W.B. - 111

RB 210

Avijit Naskar





ভারত সরকার

Government of India

অভিজিৎ নস্কর

Abhijit Naskar

পিতা : জয় রাম নস্কর

Father : Jay Ram Naskar

জন্মতারিখ/DOB: 07/09/1979

পুরুষ / Male

3673 8280 9703



স্বাক্ষর

স্বাক্ষর - স্বাক্ষর

অধিকার



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA

SUNITA GHOSH

SUBRATA GHOSH

16/02/1958

Permanent Account Number

AOMPG5694Q



10052006

Sunita Ghosh
Signature

एक कार्ड के साथ एक रा प्रदाता सुविधा को लेकर
आयकर विभाग द्वारा, एक एक की एक
प्राचीन प्रदान, प्रदान प्रदान, प्रदान प्रदान प्रदान,
एक ही प्रदान, प्रदान प्रदान, प्रदान - 400 013

If this card is lost someone's lost card is found,
please inform / return to:
Income Tax PAN Services Unit, NSDL,
1st Floor, Times Tower,
Koregaon Mills Compound,
S. B. Marg, Lower Parel, Mumbai - 400 013.
Tel: 91-22-2490 4000 Fax: 91-22-2495 0664
e-mail: nsdl@nsdl.co.in





भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India

Government of India

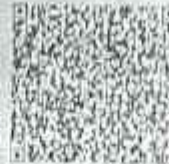
संश्लेषण क्रम / Enrollment No. 100004740300290

To,
शुनीता घोष
Sunita Ghosh
D/O: Devra Ghosh
Goderga
Biresnagar Main Road
Near Lal Gola Chok Garia,
Panchasayar
Panchasayar Circus Avenue Kolkata
West Bengal 700094
9163122477

Ref: 11797047 / 1503617 / 15/387 / P



SAD42333630FT



आपका आधार क्रमांक / Your Aadhaar No.

7999 5593 5423

मेरा आधार, मेरी पहचान



भारत सरकार

Government of India



शुनीता घोष
Sunita Ghosh
जन्म तिथि / DOB: 16/02/1958
लिंग / Gender



7999 5593 5423

मेरा आधार, मेरी पहचान

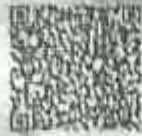
Sunita Ghosh



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



व्यक्ति का स्थायी खाता नंबर
Permanent Account Number Card

ACZPB6382R

नाम / Name
SUCHITA BHAUMIK

पिता का नाम / Father's Name
SUBRATA GHOSE

जन्म की तारीख / Date of Birth
29/07/1980

Suchita Bhaumik

हस्ताक्षर / Signature







भारत सरकार
Government of India

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

Enrollment No. : 2730/00467/13443

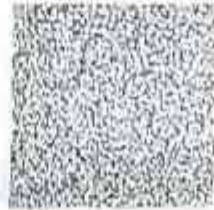
To
Suchita Bhaumik

77,
TOLLYGUNGE CIRCULAR ROAD,
VTC: New Alipore, PO: New Alipore,
Sub District: Circus Avenue, District: Kolkata,
State: West Bengal, PIN Code: 700053,
Mobile: 9830066899

26061608



KF260616082/F



आपका आधार क्रमांक / Your Aadhaar No. :

5397 3190 9037

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



Issue Date: 19/03/2014

Suchita Bhaumik
DOB: 29/07/1998
Female

5397 3190 9037

मेरा आधार, मेरी पहचान





ভারত সরকার

Government of India



সুমিতা মজুমদার

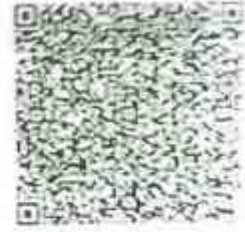
Samita Majumder

পিতা : সুরত ঘোষ

Father : SUBRATA GHOSH

জন্মতারিখ / DOB : 03/09/1954

মহিলা / Female



8230 1072 6004

আধার - সাধারণ মানুষের অধিকার



स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AEFPM6759R



नाम /NAME

SUMITA MAJUMDER

पिता का नाम /FATHER'S NAME

SUBRATA GHOSE

जन्म तिथि /DATE OF BIRTH

03-09-1954

हस्ताक्षर /SIGNATURE

Sumita Majumder

K. B. Das

आयकर अधिकारी प न व

COMMISSIONER OF INCOME TAX, W.B.





भारत सरकार
GOVERNMENT OF INDIA



Subir Ghose
Year of Birth : 1962
Male



3734 8251 8037

आधार — आम आदमी का अधिकार



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SUBIR GHOSE
SUBRATA GHOSE

03/01/1962
Permanent Account Number
AEAPG8176R


Signature





Major Information of the Deed






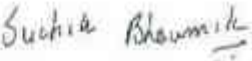



Deed No :	I-1630-01137/2022	Date of Registration	09/02/2022
Query No / Year	1630-2000434888/2022	Office where deed is registered	
Query Date	08/02/2022 1:16:59 PM	D.S.R. - V SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	BIBHAS KUMAR GHOSH GOLAP APARTMENT BROAL, Thana : Sonarpur, District : South 24-Parganas, WEST BENGAL, Mobile No. : 9831136444, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 20,00,000/-]	
Set Forth value		Market Value	
Rs. 20,00,000/-		Rs. 5,41,81,735/-	
Stamp duty Paid(SD)		Registration Fee Paid	
Rs. 75,121/- (Article:48(g))		Rs. 20,053/- (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:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Chak Garia, Road Zone : (Chakgaria -- Rest) , , Premises No: 1387, , Ward No: 109 Pin Code : 700094

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		20 Katha 9 Chatak 15 Sq Ft	20,00,000/-	5,41,81,735/-	Width of Approach Road: 40 Ft.,
Grand Total :					33.9625Dec	20,00,000 /-	541,81,735 /-	



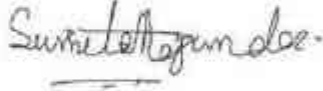
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mrs SUMITA MAJUMDER Wife of Mr PABITRA MAJUMDER Executed by: Self, Date of Execution: 09/02/2022 , Admitted by: Self, Date of Admission: 09/02/2022 ,Place : Office			
		09/02/2022	LTI 09/02/2022	09/02/2022
141 PARNASREE KOLKATA 700060, City:- Not Specified, P.O:- PARNASREE, P.S:-Behala, District:- South 24-Parganas, West Bengal, India, PIN:- 700060 Sex: Female, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: AExxxxxx9R, Aadhaar No: 82xxxxxxxx6004, Status :Individual, Executed by: Self, Date of Execution: 09/02/2022 , Admitted by: Self, Date of Admission: 09/02/2022 ,Place : Office				
2	Mrs SUNITA GHOSH Daughter of Late SUBRATA GHOSH SREENAGAR MAIN ROAD KOLKATA 700094, City:- Not Specified, P.O:- PANCHASAYAR, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700094 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AOxxxxxx4Q, Aadhaar No: 79xxxxxxxx5423, Status :Individual, Executed by: Attorney, Executed by: Attorney			
3	Name Dr SUCHITA BHAUMIK Wife of Dr D J BHAUMIK Executed by: Self, Date of Execution: 09/02/2022 , Admitted by: Self, Date of Admission: 09/02/2022 ,Place : Office			
		09/02/2022	LTI 09/02/2022	09/02/2022
TOLLYGUNGE CIRCULAR ROAD KOLKATA 700053, City:- Not Specified, P.O:- NEW ALIPORE, P.S:- New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700053 Sex: Female, By Caste: Hindu, Occupation: Professionals, Citizen of: India, PAN No.:: ACxxxxxx2R, Aadhaar No: 53xxxxxxxx9037, Status :Individual, Executed by: Self, Date of Execution: 09/02/2022 , Admitted by: Self, Date of Admission: 09/02/2022 ,Place : Office				
4	Name Mr SUBIR GHOSE Son of Late SUBRATA GHOSE Executed by: Self, Date of Execution: 09/02/2022 , Admitted by: Self, Date of Admission: 09/02/2022 ,Place : Office			
		09/02/2022	LTI 09/02/2022	09/02/2022
SREENAGAR MAIN ROAD KOLKATA 700094, City:- Not Specified, P.O:- PANCHASAYAR, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700094 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: AExxxxxx6R, Aadhaar No: 37xxxxxxxx8037, Status :Individual, Executed by: Self, Date of Execution: 09/02/2022 , Admitted by: Self, Date of Admission: 09/02/2022 ,Place : Office				




Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	MEGACITY SERVICES PRIVATE LIMITED 70 LAKE EAST SANTOSH PUR, City:- Not Specified, P.O:- SANTOSH PUR, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075 , PAN No.:: AAxxxxxx6L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative



Attorney Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mrs SUMITA MAJUMDER Wife of Mr PABITRA MAJUMDER Date of Execution - 09/02/2022, , Admitted by: Self, Date of Admission: 09/02/2022, Place of Admission of Execution: Office			
		Feb 9 2022 12:38PM	LTI 09/02/2022	09/02/2022
141 PARNASREE KOLKATA 700060, City:- Not Specified, P.O:- PARNASREE, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700060, Sex: Female, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, , PAN No.:: AExxxxxx9R, Aadhaar No: 82xxxxxxxx6004 Status : Attorney, Attorney of : Mrs SUNITA GHOSH				

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr AVIJIT NASKAR (Presentant) Son of Mr JAY RAM NASKAR Date of Execution - 09/02/2022, , Admitted by: Self, Date of Admission: 09/02/2022, Place of Admission of Execution: Office			
		Feb 9 2022 12:35PM	LTI 09/02/2022	09/02/2022
70 LAKE EAST SANTOSH PUR KOLKATA 700075, City:- Not Specified, P.O:- SANTOSH PUR, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx7G, Aadhaar No: 36xxxxxxxx9703 Status : Representative, Representative of : MEGACITY SERVICES PRIVATE LIMITED (as DIRECTOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr BIBHAS KUMAR GHOSH Son of Late BIBHUTI BHUSAN GHOSH GOLAP APARTMENT BORAL, City:- Not Specified, P.O:- BORAL, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700154			
	09/02/2022	09/02/2022	09/02/2022
Identifier Of Mrs SUMITA MAJUMDER, Dr SUCHITA BHAUMIK, Mr SUBIR GHOSE, Mrs SUMITA MAJUMDER, Mr AVIJIT NASKAR			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs SUMITA MAJUMDER	MEGACITY SERVICES PRIVATE LIMITED-8.49063 Dec
2	Mrs SUNITA GHOSH	MEGACITY SERVICES PRIVATE LIMITED-8.49063 Dec
3	Dr SUCHITA BHAUMIK	MEGACITY SERVICES PRIVATE LIMITED-8.49063 Dec
4	Mr SUBIR GHOSE	MEGACITY SERVICES PRIVATE LIMITED-8.49063 Dec

On 09-02-2022

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

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

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

Presented for registration at 12:29 hrs on 09-02-2022, at the Office of the D.S.R. - V SOUTH 24-PARGANAS by Mr AVIJIT NASKAR ,.

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 5,41,81,735/-

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

Execution is admitted on 09/02/2022 by 1. Mrs SUMITA MAJUMDER, Wife of Mr PABITRA MAJUMDER, 141 PARNASREE KOLKATA 700060, P.O: PARNASREE, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by Profession Retired Person, 2. Dr SUCHITA BHAUMIK, Wife of Dr D J BHAUMIK, TOLLYGUNGE CIRCULAR ROAD KOLKATA 700053, P.O: NEW ALIPORE, Thana: New Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700053, by caste Hindu, by Profession Professionals, 3. Mr SUBIR GHOSE, Son of Late SUBRATA GHOSE, SREENAGAR MAIN ROAD KOLKATA 700094, P.O: PANCHASAYAR, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700094, by caste Hindu, by Profession Retired Person Indetified by Mr BIBHAS KUMAR GHOSH, , , Son of Late BIBHUTI BHUSAN GHOSH, GOLAP APARTMENT BORAL, P.O: BORAL, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700154, by caste Hindu, by profession Advocate

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

Execution is admitted on 09-02-2022 by Mr AVIJIT NASKAR, DIRECTOR, MEGACITY SERVICES PRIVATE LIMITED (Private Limited Company), 70 LAKE EAST SANTOSH PUR, City:- Not Specified, P.O:- SANTOSH PUR, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075

Indetified by Mr BIBHAS KUMAR GHOSH, , , Son of Late BIBHUTI BHUSAN GHOSH, GOLAP APARTMENT BORAL, P.O: BORAL, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700154, by caste Hindu, by profession Advocate

Executed by Attorney

Execution by Mrs SUMITA MAJUMDER, , Wife of Mr PABITRA MAJUMDER, 141 PARNASREE KOLKATA 700060, P.O: PARNASREE, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by profession Retired Person as the constituted attorney of Mrs SUNITA GHOSH SREENAGAR MAIN ROAD KOLKATA 700094, P.O: PANCHASAYAR, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700094 is admitted by him

Indetified by Mr BIBHAS KUMAR GHOSH, , , Son of Late BIBHUTI BHUSAN GHOSH, GOLAP APARTMENT BORAL, P.O: BORAL, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700154, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 20,053/- (B = Rs 20,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 20,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/02/2022 4:30PM with Govt. Ref. No: 192021220179653761 on 08-02-2022, Amount Rs: 20,021/-, Bank: State Bank of india (SBIN0000001), Ref. No. CKS7764433 on 08-02-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 215162, Amount: Rs.100/-, Date of Purchase: 03/01/2022, Vendor name: G C Saha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/02/2022 4:30PM with Govt. Ref. No: 192021220179653761 on 08-02-2022, Amount Rs: 75,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKS7764433 on 08-02-2022, Head of Account 0030-02-103-003-02



Rita Lepcha
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1630-2022, Page from 62793 to 62855

being No 163001137 for the year 2022.



Digitally signed by LEENA MONDAL
Date: 2022.03.16 17:01:40 -07:00
Reason: Digital Signing of Deed.

(Leena Mondal) 2022/03/16 05:01:40 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)
