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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A.R.A. III

AC 093119

NO. 598.271/2019

Certified that the Document is submitted for Registration. The Signature Sheet and the endorsement sheet attached to this document are the part of this Document.

Additional Registrar of Assurances-III, Kolkata

*[Signature]*

Additional Registrar of Assurances-III, Kolkata

2 APR 2019

THIS AGREEMENT made this 12<sup>th</sup> day of APRIL Two Thousand and Nineteen

BETWEEN

1 PARTIES:

1.1 OWNERS:

1.1.1 ADARSH AGARWALA wife of Manick Agarwala residing at 4, Hungerford Street (now known as 4A Picasso Bithi), Post Office Circus Avenue, Police Station Shakespeare Sarani, Kolkata – 700017 having PAN ACXPA2516J,

*Adarsh Agarwala*

*Neeja Agarwal*

*Manick Agarwala*

*Manick Agarwala*

*Manick Agarwala*

159917

DSP LAW ASSOCIATES  
Advocate

NAME..... 4D, Nicco House  
 ADD..... 1B & 2, Main Street, Kolkata-700001  
 Rs.....  
 ↓ 5 MAR 2019  
 SURANJAN MUKHERJEE  
 Licentiate Stamp Vendor  
 C. C. Road  
 2 & 3 K. S. Park Road, Kohi

15 MAR 2018

15 MAR 2018



*[Handwritten Signature]*  
 Additional Registrar of  
 Assurance Kolkata

↓ 2 APR 2019

*[Handwritten Signature]*

SUKHENDU SAMANTA  
 S/O. SAHADEB SAMANTA  
 at Rampur Chak, P.S. Debra  
 P.O. Shyamchak  
 Dist. Paschim Midnapur  
 Pin 721301, Service



1.1.2 **NEERJA AGARWAL** wife of Sajan Kumar Agarwala residing at 4, Hungerford Street (now known as 4A Picasso Bithi), Post Office Circus Avenue, Police Station Shakespeare Sarani, Kolkata – 700017 having PAN ACZPA4845L,

1.1.3 (a) **SHIV KUMAR AGARWAL** son of Late Yudhisthir Lal Agarwala residing at 4, Hungerford Street (now known as 4A Picasso Bithi), Post Office Circus Avenue, Police Station Shakespeare Sarani, Kolkata – 700017 having PAN ACMPA9313N and (b) **NAV RATAN GOENKA** son of Late Kishori Lal Goenka residing at 6, Alipore Park Road, Post Office Alipore, Police Station Alipore, Kolkata – 700027 having PAN ADSPG7579B both being the only Trustees of the private family trust known and styled as “**Rita Agarwala Family Trust**” created and/or established by the Last Will and Testament dated 10<sup>th</sup> April 2017 made by Late Rita Agarwala having PAN AAFAR2419A having its office at 4, Hungerford Street (now known as 4A Picasso Bithi), Post Office Circus Avenue, Police Station Shakespeare Sarani, Kolkata – 700017.

hereinafter collectively referred to as “the **OWNERS**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include insofar as the individuals are concerned their respective heirs, legal representatives, executors and administrators and/or assigns and insofar as the Trust is concerned, the Trustees for the time being of the said Trust, their and each of their respective successors or successors-in-office and/or assigns) of the **FIRST PART**;  
**AND**

1.2 **CONFIRMING PARTIES:**

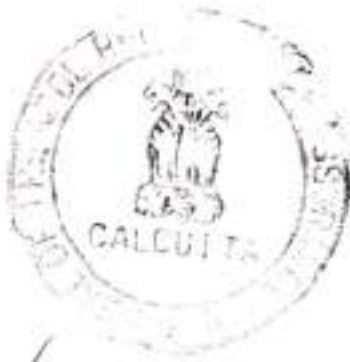
1.2.1 **SHIV KUMAR AGARWAL** son of Late Yudhisthir Lal Agarwala residing at 4, Hungerford Street (now known as 4A Picasso Bithi), Post Office Circus Avenue, Police Station Shakespeare Sarani, Kolkata – 700017 having PAN ACMPA9313N,

1.2.2 **SATYAM AGARWAL** son of Shiv Kumar Agarwala residing at 4, Hungerford Street (now known as 4A Picasso Bithi), Post Office Circus Avenue, Police Station Shakespeare Sarani, Kolkata – 700017 having PAN ACUPA0855F,

1.2.3 **SHUBHAM AGARWALA** son of Shiv Kumar Agarwala residing at 4, Hungerford Street (now known as 4A Picasso Bithi), Post Office Circus Avenue, Police Station Shakespeare Sarani, Kolkata – 700017 having PAN ACUPA0856G,

hereinafter collectively referred to as “the **CONFIRMING PARTIES**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective heirs, legal representatives, executors and administrators and/or assigns) of the **SECOND PART**;

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Neerja      Neerja      Neerja



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### 1.3 DEVELOPER:

- 1.3.1 SOUBHAGYA NIRMAN LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having PAN ADIFS8213L having its Registered Office at 2/5 Sarat Bose Road, Police Station Ballygunge, Post Office Elgin Road, PIN- 700020 represented by one of its Designated Partners namely Ashok Saraf son of Late Santosh Kumar Saraf residing at Flat No. 5B, 14/2 Burdwan Road, PIN-700027 Police Station Alipore, Post Office Alipore (having PAN AJQPS0820D) hereinafter referred to as "the **DEVELOPER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its partners and successors or successors-in-office and/or successors-in-interest and/or assigns) of the **THIRD PART**:

### SECTION-I # DEFINITIONS:

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

**2.1.1 "Agreement"** shall mean this agreement alongwith all annexures and schedules attached hereto and all instruments, in writing, supplemental to or in amendment or furtherance or confirmation of this agreement, in accordance with its terms contained herein.

**2.1.2 "Agreed Ratio"** shall mean the **70.5% (seventy decimal fifty percent)** of, for or to the Owners and **29.5% (twenty-nine decimal fifty percent)** of, for or to the Developer. *Revised Share.*

**2.1.3 "Applicable Laws"** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, codes, guidelines, directions, judgements, decrees by any government body or authority or local authority or judicial authority or statutory authority having jurisdiction whether in effect on the date of this Agreement or thereafter;

**2.1.4 "Architect"** shall mean such person or persons and/or firm or firms who may be appointed by the Developer in consultation with the Owners from time to time at its own costs for preparation drawing and designing of the Plans and planning and supervision of the construction of the Complex at the said premises and for all matters which are connected therewith and/or incidental thereto;

**2.1.5 "Building Plans"** shall mean the plans for construction of the New Building to be caused to be sanctioned by the Developer in the name of the Owners

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*Neeja* *(K)*

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from the Kolkata Municipal Corporation and include all modifications and/or alterations as may be made thereto.

- 2.1.6 "Common Amenities and Facilities"** shall mean the areas, installations and facilities at or for the said premises and the New Building thereat as mentioned in the **SECOND SCHEDULE** hereto and the same shall be subject to modifications and alterations that may be made by the Developer with consent from the Owners' Named Representative as hereinafter contained.
- 2.1.7 "Completion of Construction"** shall have the meaning ascribed to it in clause 11.2 hereto.
- 2.1.8 "Developer's Allocation"** shall mean and include the Developer's Realization Share and all other properties and rights of the Developer in the Project in terms hereof or in pursuance hereof.
- 2.1.9 "Developer's Realization Share"** shall mean and include **29.5% (twenty-nine decimal fifty percent)** of the Realizations to belong to the Developer.
- 2.1.10 "Encumbrances"** shall include mortgages, charges, security, security interest, liens, lis pendens, attachments, leases, tenancies, thika tenancies, occupancy rights, uses, debutters, trusts, acquisition, requisition, vesting, claims, demands, forfeitures and liabilities whatsoever.
- 2.1.11 "Internal Agreed Ratio"** shall mean the ratio of sharing amongst the Owners which is one-third to the Owner No.1.1.1, one-third to the Owner No. 1.1.2 and one-third to the Owner No. 1.1.3.
- 2.1.12 "New Building"** shall mean the building and/or other structures to be constructed by the Developer from time to time at or portion/s of the said premises.
- 2.1.13 "Owners' Allocation"** shall mean and include the Owners' Realization Share and all other properties and rights of the Owners in the Project in terms hereof or in pursuance hereof.
- 2.1.14 "Owners' Named Representative"** shall have the meaning ascribed to it in clause 16.1.8 hereto.
- 2.1.15 "Owners' Realization Share"** shall mean and include **70.5% (seventy decimal fifty percent)** of the Realizations to belong to the Owners.

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- 2.1.16 "Pass Through Charges"** shall mean the Goods and Service Tax or any substitutes, additions or alterations thereof and any other impositions, levies or taxes (other than Income Tax) on the Transfer in favour of the Transferees.
- 2.1.17 "Project"** shall mean and include the said premises and the New Building thereat with the Common Amenities and Facilities and all other open and covered spaces thereat.
- 2.1.18 "Real Estate Laws"** shall mean the Real Estate (Regulation and Development) Act, 2016, West Bengal Housing Industry Regulation Act, 2017 or any of them as applicable and include the amendments and substitutes thereof and also all rules, regulations and byelaws in respect thereof.
- 2.1.19 "Realization"** shall mean and include the amounts received against Transfer of or otherwise in respect of the Units, Parking Spaces and other Transferable Areas from time to time; but shall not include any amounts received on account of (a) Pass Through Charges and (b) Extras and Deposits contemplated in clause 13.3 hereto.
- 2.1.20 "said premises"** shall mean piece or parcel of land situate lying at and being premises No. 4A, Picasso Bithi, Kolkata-700017 under Police Station Shakespeare Sarani morefully and particularly described in the **FIRST SCHEDULE** hereunder written and include all constructions thereat and appurtenances thereof.
- 2.1.21 "Shares in land"** shall mean the proportionate undivided share in the land of whole or part of the said premises attributable to any Unit.
- 2.1.22 "Transfer"** (with their respective grammatical variations) shall include transactions by sale.
- 2.1.23 "Transferable Areas"** shall mean the Units, Parking Spaces and other spaces at the Project capable of being Transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise and shall also include any right, benefit or privilege at the Project capable of being commercially exploited and wherever the context so permits shall include the proportionate share in land attributable to Units.
- 2.1.24 "Transferees"** shall mean the persons to whom any Transferable Areas in the Project is Transferred or agreed to be Transferred.

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**2.1.25 "Units"** shall mean the independent and self-contained flats, apartments and other constructed spaces that may be comprised in the Project.

**2.2 Interpretations:**

- 2.2.1** The paragraph headings shall not form part of this agreement and the same have been given for the sake of convenience and shall not be taken into account for the construction or interpretation of any terms or provisions of these presents.
- 2.2.2** Where any notice, consent, approval, permission or certificate is required to be given by any party to this agreement, such notice, consent, approval, permission or certificate must (except where otherwise specifically provided), be in writing.
- 2.2.3** The expression 'parties' used in this agreement shall mean the Owners and the Developer and shall not include the Confirming Parties.

**SECTION-II # RECITALS AND REPRESENTATIONS:**

**3 RECITALS/REPRESENTATIONS:**

**3.1 RECITALS:**

- 3.1.1** The Owners are the sole and absolute owners of the said premises in equal shares.
- 3.1.2** Pursuant to discussions between the parties and the representations as hereinafter contained, the Owners and the Developer have agreed to enter into this Agreement whereby the Developer has agreed to carry out the planning and construction of the Project and to Transfer the Transferable Areas therein to interested Transferees and to carry out certain other acts, deeds and things pertaining to the Project and be entitled to the Developer's Allocation and the Owners have agreed to Transfer the Shares in Land attributable to the concerned Units to the Transferees thereof upon Completion of Construction thereof and to carry out certain other acts, deeds and things pertaining to the Land and be entitled to the Owners' Allocation on the terms and conditions hereinafter contained:

**3.2 REPRESENTATIONS:**

- 3.2.1 REPRESENTATIONS OF OWNERS:** The Owners and the Confirming Party made the following several representations, assurances and warranties to the Developer which have been completely relied upon and believed to be true and correct by the Developer for the purpose of entering upon this Agreement and the transaction envisaged herein:

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- (i) That the Owners are the full and absolute owners of the said premises with good marketable title free from all Encumbrances whatsoever. The facts about the Owners deriving title to the said premises are contained in the **FIFTH SCHEDULE** hereto and the same are all true and correct.
- (ii) That the Probate granted in respect of the Wills of Bhagwati Devi Agarwal and Rita Agarwala are both valid subsisting and accepted by all and have not been challenged or revoked in any manner.
- (iii) That the said Trust "Rita Agarwala Family Trust" is a private family trust and the Owner No. 1.1.3 are the only Trustees of the Trust and the Confirming Parties are the only beneficiaries under the Trust. The Trustees are fully empowered to enter upon this agreement for development of the said premises and to effect the Transfers envisaged herein without any restriction and the Beneficiaries have unanimously consented to the same as would also be testified by them by joining this agreement as Confirming Parties. In this regard the Trustees have held a meeting on 5<sup>th</sup> January, 2019 in the presence of the Beneficiaries and it has been unanimously decided in such meeting that this agreement be entered upon and all acts, deeds and things required in pursuance hereof do also be carried out.
- (iv) That the owners are in continuous open vacant and peaceful possession of the said Premises and the same has been duly secured by boundary walls on all sides with frontage alongside public roads namely Picasso Bithi and Shakespeare Sarani.
- (v) The Owners have already mutated their name in the records of the Kolkata Municipal Corporation in respect of the said premises.
- (vi) There is no impediment, obstruction, restriction or prohibition in the Owners entering upon this Agreement and/or in the development and Transfer envisaged herein nor is there any notice or proceeding affecting the Owners or their properties including the said premises.
- (vii) So far as the Owners are aware of there is no notice of acquisition or requisition or alignment under the Land Acquisition Act or The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 received or pending in respect of the said Premises or any part thereof and the said Premises or any part thereof does not contain any excess vacant land under the Urban Land (Ceiling and Regulation) Act,

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1976 or not affected by any scheme alignment of the Kolkata Improvement Trust or any other law whatsoever

- (viii) That neither the said Premises nor any part thereof has been attached or forfeited and/or is liable to be attached or forfeited under any laws or order or decree of any authority or Court of Law or due to Income Tax, Foreign Exchange, Money Laundering or any other Statutory Dues or Public Demand.
- (ix) That the Owners hold all original documents of title in their personal custody and have not stood as Guarantor or Surety for any obligation, liability, bond or transaction whatsoever.
- (x) That the Owners have not entered upon any agreement or contract with any other person in connection with the said premises or any part thereof or its development/sale/transfer nor have executed any power of attorney in favour of any person nor have otherwise dealt with the said premises or any part thereof prior to execution of this Agreement.
- (xi) The Owners have not mortgaged or charged or provided any security interest in respect the said Premises or any part thereof and there is no notice or proceeding for realization or recovery of the dues of the Bank nor is there any proceeding under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or the Companies Act or Insolvency Code or before the Debts Recovery Tribunal or before any Court or Tribunal.
- (xii) That subject to the terms hereof, there is no difficulty in the compliance of the obligations of the Owners hereunder.

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

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

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- 3.3. The parties are now entering upon this Agreement to put into writing the terms and conditions agreed between them in connection with the development of the said premises and the administration and Transfer of the Project and the respective rights and obligations of the parties in respect of the same as hereinafter contained.

**SECTION-III # WITNESSETH:**

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

**4 AGREEMENT AND CONSIDERATION:**

- 4.1 The parties have entered into this agreement for development and construction of the Project at the said premises for which the Developer shall have exclusive rights and authority and the parties have agreed to Transfer the same and the Transferable Areas therein in the manner mentioned hereunder and to allocate between them the Residual Areas and the Developer shall be entitled to the Developer's Allocation and other rights and entitlements as morefully hereinafter contained and in consideration thereof and further in consideration of the obligations, covenants, terms and conditions contained herein and on the part of the Owners to be observed, fulfilled and complied with, the Developer has agreed to cause to be constructed the New Building on the terms and conditions hereinafter contained. It is clarified that the Owners shall receive their share of the Realizations as consideration for Transfer of the proportionate share in the land to the Transferees and the Developer shall receive their share of the Realizations as consideration against the interest of the Developer in the Project arising out of this agreement.
- 4.2 In consideration of the mutual promises and obligations of the parties contained herein, the Owners hereby agree to provide the entirety of the said premises and to

allow the same to be henceforth used for the purpose of development of the same by the Developer and in consideration thereof, the Developer has agreed to develop the said premises by way of construction of the New Building together with the Common Amenities and Facilities. The Owners agree to grant, sell and transfer proportionate undivided shares in the land of the said premises and their entire share, right, title and interest in the Buildings together with the Common Amenities and Facilities and all Transferable Areas therein to the Transferees and the Developer agrees to grant sell and transfer the construction thereon to such Transferees for mutual benefit and consideration and on the terms and conditions hereinafter contained.

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- 4.3 It is clarified that the Transfer of the proportionate share in the land shall be completed upon construction of the Transferable Areas or at such other time as the parties hereto may by mutual consent agree and the consideration for the same and any other right, title or interest thereunder transferred by the Owners shall be the Realization forming part of the Owners' Realization Share.
- 4.4 The Developer shall have the sole and exclusive rights, authorities and entitled to (a) develop and construct or cause to be developed and constructed the Project at the said premises and (b) administer the Project in the manner and until the period as morefully contained herein and (c) Transfer the Transferable Areas and (d) the Developer' Allocation and (e) all other properties benefits and rights of the Developer hereunder or to which the Developer is entitled in pursuance hereof **And** the Owners shall be entitled (a) to the Owners' Allocation and (b) all other properties benefits and rights of the Owners hereunder or to which the Owners are entitled hereunder on and subject to the terms and conditions hereinafter contained.
- 4.5 The New Building shall be constructed or caused to be constructed by the Developer at its own costs and expenses. The Owners hereby agree to sell and transfer the shares in land attributable to the Transferable Areas in favour of the concerned Transferees and the sale of the same shall be completed upon Completion of Construction of the concerned Unit and the consideration for the same shall be the Owners' Allocation.
- 4.6 Upon Completion of Construction, the Transferable Areas then remaining as not Transferred or agreed to be Transferred, such residual areas may be allocated to the parties respectively and to be held by the respective allottees thereof as morefully provided for in Clause 14 hereto.
- 4.7 The agreement and the rights of the Developer shall be and remain valid and subsisting at all times and cannot be unilaterally cancelled by the Owners except only in accordance with any specific terms and conditions mentioned herein.
- 4.8 The Confirming Party being the sole beneficiaries of the Owner No. 1.1.3 Trust have joined in this agreement to concur and confirm the same and also agree to do all acts deeds and things required of them and to sign execute deliver register and/or submit all documents and writings as may be required in connection with the construction, Transfer and administration of Project and the carrying out of the obligations of the Owner No. 1.1.3 hereunder.

5 **LAND RELATED OBLIGATIONS OF OWNERS:**

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- 5.1 ATTRIBUTES REQUIRED FOR SAID LAND:** The Owners shall be wholly responsible and liable to cause and ensure the availability of the said Premises towards the development and Transfer in terms hereof. The Owners shall comply with and meet the following criteria and requirements:
- 5.1.1 Marketable Title:** The Owners shall have the responsibility in respect of the ownership and title of the said premises and for providing a marketable title in respect of the said premises to the Developer and all Transferees. Any objection or claim of any person in respect of the said premises shall be dealt with and settled and cleared by the Owners. In case the Developer or any Transferee raise any requisitions on title, the Owners agree to answer and comply with the same within 15 days of receiving the same.
- 5.1.2 Free from Encumbrances:** The Owners have agreed to provide the said premises for the Project in a state free of and from all Encumbrances created made done or suffered by the Owners and free from any restriction or prohibition for its development and/or Transfer in any manner and shall not hereafter create or suffer any Encumbrance on the said premises.
- 5.1.3 Physical Possession:** There is or shall be no claim or interference or obstruction of any other person as regards possession of the said premises or any part thereof.
- 5.1.4 Direct Access:** There shall be direct access of the said premises from the abutting public roads namely Picasso Bithi and Shakespeare Sarani alongside the eastern and northern boundaries of the said premises.
- 5.2 TAX ASSESSMENT:** The Owners shall cause upto date general revaluation applicable to the said premises to be completed and all dues and taxes in respect of the said premises to be paid.
- 5.3 CLEARANCES:** The Owners shall apply for and obtain the clearance certificate under the Urban Land (Ceiling & Regulation) Act, 1976 evidencing that there is no excess vacant land at the said premises and all other necessary permissions, clearances or certificates from any Appropriate Authority as may be required in respect of the land and/or title of the said premises or to make the same fit for Development.
- 5.4 DEFECTS/DEFICIENCIES:** In case any Encumbrance or defect or deficiency or lack of other attributes is detected in respect of the title of the Owners in respect of the said premises at any time, the same shall be rectified and cured by the Owners. Furthermore, in case records of the Kolkata Municipal Corporation or any other

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appropriate authority or any permissions, clearances or certificates provided by the Owners contain any error, defect, discrepancy, omission, inconsistency or mis-description in numbering, mutation, area, share etc. or require any correction or rectification or change, the Owners shall also cause the same to be corrected and rectified.

**5.5 TIME AND COSTS AND EXPENSES FOR OBLIGATIONS OF OWNER:**

Unless otherwise expressly mentioned the time for compliance of the several obligations of the Owners shall be within 90 (ninety) days from the date of execution hereof or if the situation for the same arises later then within 30 (thirty) days of the situation arising and all costs, charges, and expenses on any account whatsoever in respect of the several obligations of the Owners contained herein shall be borne and paid by the Owners.

**6 TITLE DEEDS & OTHER DOCUMENTS:**

**6.1** The Owners shall with effect from the date hereof and until issuance of the Completion Certificate in respect of the New Building keep all original documents of title in a locker to be operated jointly by the parties.

**6.2** The Developer shall be entitled from time to time and at all times to produce, submit, deliver, give copies and extracts of and from the said original documents before government and semi government bodies and authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi judicial forums, service providers and other persons and authorities as may be required. The Developer shall also be entitled to produce the originals of the said documents or copies and extracts of and from the said original documents before banks or other financial institutions who would be providing finance/loans/advances to the Developer for development of the Subject Property and also provide inspection and give copies thereof to any financier giving loans or advances to any Transferee. The Developer shall inform the Owners' Named Representative at least one day in advance about the requirement to be present for opening of the Locker and upon taking out the originals, the Owners' Named Representative shall be free to accompany the Developer's representative for the purpose of production/inspection. Upon completion of the works the originals shall be returned to the locker.

**6.3** Upon issuance of the Completion Certificate in respect of the New Building the original Title Deeds shall be handed over to the Association of the Project.

**7 SHIFTING OF OWNERS AND COMMENCEMENT OF WORKS:**

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- 7.1 With effect from the date of execution of this Agreement, the Developer shall have the right to enter upon the said premises for the purpose of survey, soil testing, planning and preparation of plans, inspection and other initial works pertaining to the proposed development.
- 7.2 The Owners shall within 30 days from the date of sanction of the Building Plans vacate the said premises and make the same fully vacant.
- 7.3 With effect from the date of the Owners vacating the said premises and making the same fully vacant, the Developer shall have the full, free and unfettered right to enter upon the said premises and carry out all development activities and to keep the same secured by appointing its security personnel.
- 7.4 It is hereby expressly agreed by and between the parties hereto that the possession of the said premises shall not be given or intended to be given to the Developer under any circumstances whatsoever including in part performance as contemplated by Section 53A of the Transfer of Property Act 1882 read with Section 2 (47)(v) of the Income Tax Act 1961. The possession, juridical or otherwise, of the said premises shall remain vested in the Owners until such time the Completion of Construction of the New Building and thereafter such possession shall be jointly held by the Owners and Developer save the areas delivered to the Transferees or those that may be separately allocated amongst the parties.
- 7.5 With effect from the date of the Owners vacating the said premises and making the same fully vacant and until issuance of Completion Certificate in respect of the New Building, the Developer shall pay to each of the Owners (i.e. Adarsh Agarwala, Neerja Agarwal and Rita Agarwala Family Trust) a sum of Rs.1,50,000/- (Rupees one lakh fifty thousand) only per month (inclusive of Goods & Service Tax if and as applicable).

## 8 SECURITY DEPOSIT:

8.1 **Security Deposit :** The Developer shall pay to the Owners a sum of Rs.4,50,00,000/- (Rupees four crores fifty lakhs) only as and by way of interest free refundable Security Deposit due and payable as follows:

✓ 8.1.1 Rs.4,05,00,000/- (Rupees four crores and five lakhs) only upon execution and registration of this Agreement;

✓ 8.1.2 Rs.45,00,000/- (Rupees forty-five lakhs) only upon the Owners vacating the said premises and making the same fully vacant as aforesaid after registration of this Development Agreement.

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Neerja

Signature  
Signature



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- 8.2** The said Security Deposit Amount shall be refunded by the Owners to the Developer within 7 days of the issuance of the Completion Certificate by the Kolkata Municipal Corporation in respect of the New Building. As security for such refund, the Owners agree (a) firstly that the Owners' share of the Realizations shall stand as a security for the sum equivalent to the Security Deposit of Rs.4,50,00,000/- (until the refund), and (b) upon identification of separate allocation in Residual Areas as per clause 14 hereto, not to deal with flats containing a built-up area of 3750 Square feet alongwith three parking spaces out of the allocation of the Owners' in the Residual Areas. The Developer shall have a lien on the said securities.

**9 PLANNING OF THE PROJECT:**

- 9.1 OVERALL PLANNING:** The Developer shall develop the Project at the said premises by constructing a primarily residential building having a height anticipated to be about 40 metres and other constructed areas thereon and/or open areas thereat. The final planning and layout for the development of the said premises shall be done by the Developer in consultation with the Owners' Named Representative.
- 9.2 PREPARATION AND APPROVAL OF PLANS:** The Developer shall cause to be prepared the plans for the construction of the New Building at the said premises and in doing so the Developer shall make best and optimum use of the available floor area ratio considering the applicable provisions relating to metro corridor and send the same to the Owners' Named Representative for approval. The Owners shall through the Owners' Named Representative provide their inputs and suggestions on such plans and the plans to be submitted for sanction shall be finalized by mutual consultation amongst the Developer and the Owners' Named Representative. The decision of the Architect on any point of disagreement would be final and binding upon both the parties.
- 9.3 SANCTION OF BUILDING PLANS:** The Developer shall pursue and obtain the sanctioned Building Plans from the Kolkata Municipal Corporation and send a copy of the sanctioned Building Plans to the Owners Named Representative for the record.
- 9.4 MODIFICATIONS AND ALTERATIONS:** The Developer shall upon sanction of the Building Plans be entitled from time to time to cause modifications and alterations to the sanctioned plans from the Kolkata Municipal Corporation or other appropriate authority and in case such modification or alteration affects the total sanctioned area or the number or area of floors or units sanctioned, then the Developer shall take the prior written consent of the Owners, otherwise the Developer shall intimate the Owners about the same.

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Assurances III Kolkata

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- 9.5 APPROVALS FOR DEVELOPMENT:** Save the clearances agreed to be obtained by the Owners, the Developer shall in its own name or in the names of the Owners apply for and obtain all permissions, clearances, no objection certificates and other approvals required for carrying out the development at the said premises, including those required from Pollution Control Authority, Fire Service Authorities, Airport Authority, Police Authorities, Municipal Authorities any other Statutory Authorities. The Developer shall also obtain necessary Completion Certificate from the Kolkata Municipal Corporation.
- 9.6 SIGNATURE AND SUBMISSION:** The Owners shall sign, execute, submit and deliver all applications, undertakings, declarations, affidavits, plans, letters and other documents and do all acts deeds and things as may be required by the Developer in connection with the application and/or obtaining the sanction of the Building Plans and for obtaining any approvals required to be obtained by the Developer for commencing or carrying out the Development at the said premises and for obtaining any utilities and permissions thereat.
- 10 CONSTRUCTION OF THE PROJECT:**
- 10.1 DEMOLITION :** The Developer shall demolish the existing building and structures on the said premises and deal with the debris and other articles and items arising thereby and level the land to road level.
- 10.2 CONSTRUCTION:** The Developer shall construct and build or cause to be constructed and built the New Building at the said premises and erect and install the Common Amenities and Facilities thereat all in accordance with the Specifications for (a) the Building and Common Amenities and Facilities and the interior finish of Units as mentioned in the **THIRD SCHEDULE** hereto and upon due compliance of the Building Plans and laws affecting the same. The Developer shall have the sole and complete rights and obligations in respect of all aspects of development and construction. It is clarified that as regards the description of items forming part of the specifications mentioned in the Third Schedule hereto, the Developer shall be at liberty to carry out the works with similar alternative substitutes of equivalent quality/value of such items as available in the market at the appropriate time.
- 10.3 BOUNDARY WALL:** The Developer shall, if required, repair the boundary walls wherever damaged.
- 10.4 GOOD CONSTRUCTION:** The Developer shall construct erect and carry out the development at the said premises or cause the same in a good and workman like manner with good quality of materials. The Developer shall construct and build the

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Project in accordance with the Building Plans and do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant Applicable Laws, acts and rules in force at the relevant time. The Owners shall not be responsible for any accident or mishap at the project site during construction.

- 10.5 REAL ESTATE LAWS:** The Developer shall comply with all necessary requirements under the Real Estate Laws and required to be complied with by a developer of a building and the Owners shall co-operate and assist the Developer in respect thereof and shall also comply with all necessary requirements under the Real Estate Laws required to be complied with by a land owner.
- 10.6 TEAM:** The Architect for the Project shall be appointed by the Developer in consultation with the Owners' Named Representative. The entire team of people required for the execution of the Project shall be such person as may be selected and appointed by the Developer in its sole discretion. All persons employed by the Developer for the purpose of construction such as architects, contractors, labourers, care-takers etc., shall be the persons under the appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc., or their acts in any manner whatsoever and shall have no responsibility towards the architect and/or contractors labourers caretaker etc. or for the compliance of the provisions of labour laws, payment of wages, payment of P.F., E.S.I. etc., maintenance of records of labourers etc. and all the responsibilities in this regard shall be that of the Developer and the Owners shall be kept protected and harmless against any action, if taken against the Owners for non compliance or violation of the said requirements.
- 10.7 UTILITIES:** The Developer shall at its own costs be entitled to utilize the existing utilities available and/or modify or alter or apply for and obtain new connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities (whether temporary or permanent) from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the proposed Project.
- 10.8 COMMON AMENITIES AND FACILITIES:** The Developer shall erect and install the Common Amenities and Facilities in the said premises. The Developer shall be entitled to allow or permit only provisional and/or partial use of any of the Common Amenities and Facilities until Completion of Construction of the Project or until such earlier time as the Developer may deem fit and proper.

  
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- 10.9 ROOF:** The ultimate roof of the New Building (which in case of additional constructions being made pursuant to clause 11.4 hereto shall mean the roof of such additional constructions) shall be common to all the owners and occupiers of the flats in the building and such other persons as the Owners and the Developer may mutually agree. The Developer in consultation with the Owners' Named Representative shall be entitled to put the name of the building on the Roof. In case of additional constructions, the same shall belong to the parties in the Agreed Ratio.
- 10.10 AREAS:** The carpet area shall be as per applicable Real Estate Laws and shall be provided by the Developer and the built-up and super built-up area in respect of all the Units and other Transferable Areas in the Project shall be such as be determined by the Developer in consultation with Owners' Named Representative/Architect.
- 10.11 MANAGEMENT, CONTROL & AUTHORITY:** With effect from the date of the Owners' vacating the said premises, the Developer shall have exclusive and unobstructed right to administer the Project. The Developer shall have the right to set up site office, put up the hoardings/boards at the site or outside, publish brochures and commence the preparatory works for the development and Transfer at the Developer's cost. The Developer shall have the right to represent the Owners before any authorities including Central or State Government or any department thereof and/or its officers and functionaries also all other State, Executive, Judicial or Quasi Judicial authorities, Local Authority, Government Company, Statutory Bodies and/or other authorities and include the Kolkata Municipal Corporation, Kolkata Improvement Trust, Kolkata Metropolitan Development Authority, Collector, Planning Authority, Development Authority, Fire Brigade, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Real Estate Authorities, Airport Authority, Police Authorities, Law Enforcement Authorities, Pollution Control Authorities, Fire Service Authorities, Insurance Companies, Income Tax Authorities, Goods and Service Tax Authorities, Courts, Tribunals, Judicial and Quasi Judicial authorities and forums having jurisdiction over the relevant activity and include the concerned Service/Utility Providers for electricity, water, drainage, sewerage, lift, generator, telecom, television, wireless connectivity, digital and other utilities whatsoever or howsoever (hereinafter and hereinbefore referred to as "the **Appropriate Authorities**") for all or any of the purposes hereinstated.
- 10.12 NAME:** The name of the Project shall be such as the Developer and the Owners' Named Representative may decide and will not have names of the Developer or the Owners. The name/brand of the Developer shall be appropriately mentioned as a developer in the manner mutually approved by the parties.

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**10.13 INSPECTION:** The Owners with or without its authorized persons shall be entitled to inspect the progress of construction of the New Building and except in emergency, the Owners shall provide at least 24 hours prior notice in writing to the Developer about the inspection.

**11 TIME & COSTS FOR PLANNING AND COMPLETION OF CONSTRUCTION:**

**11.1 TIME:** Unless prevented by reasons of Force Majeure or attributable to the Owners, the Developer shall:

- (i) cause the Building Plans to be sanctioned within **9 (nine) months** from the date of finalization of the Building Plans in terms of clause 9.2 above and issuance of the No Objection Certificate under the Urban Land (Ceiling & Regulation) Act, 1976;
- (ii) cause the Completion of Construction of the New Building within **27 (twenty-seven) months** from the date of completion of demolition of the existing building and structures at the said premises upon sanction of Building Plans and the Owners vacating and making the said premises vacant for commencement of construction pursuant thereto.
- (iii) There shall be an extended grace period of **6 (six) months** beyond the time mentioned above.

**11.2 COMPLETION OF CONSTRUCTION:** The construction of the New Building shall be deemed to have been completed on the Developer causing to be constructed the same as per the agreed Specifications and the application of Completion Certificate of the Kolkata Municipal Corporation in respect thereof.

**11.2.1** It is clarified that the elevation works and decoration and beautification works, landscaping works, pavements, permanent connections relating to the common amenities may be continued and carried out after the Completion of Construction of the New Building but must be completed within three months from the issuance of the Completion Certificate in respect of the New Building.

**11.3 COSTS AND EXPENSES:** All fees costs and charges payable for sanction, modification, alteration and/or revision of Building Plans and obtaining Approvals connected therewith and all costs of construction and development of Project at the said premises shall be borne and paid by the Developer Provided However That:-

By:   
Neeraj (Sd/-)



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**11.3.1** In case the Developer is able to obtain sanction of additional FAR on account of Metro Corridor, then the Owners shall be liable to pay to the Developer a sum of Rs.60,00,000/- (Rupees sixty lakhs) only as its settled contribution towards such additional FAR. This amount of Rs.60,00,000/- shall be refunded by the Owners to the Developer alongwith the refund of the Security Deposit in terms of clause 8.2 above and for the purpose of security for such refund, the securities mentioned in clause 8.2 shall extend to cover Rs.5,10,00,000/- (Rupees five crores ten lakhs only).

**11.4 ADDITIONAL/FURTHER CONSTRUCTION:** Upon sanction of the Building Plans (including 11.3.1 to the extent applicable), the Developer at its discretion shall, if so and is thereafter possible/permissible to be caused to be sanctioned and constructed, be entitled to apply for sanction of additional/further constructions (including any incremental parking space) beyond those sanctioned under the Building Plans. In case such additional area is sanctioned, the same shall form part of the Transferable Areas in the same proportion between the Owners and the Developer. The sanction fees and cost of sanction of the same, however, shall be borne by the Owners and the cost of construction of the same shall be borne by the Developer and the time taken due to such further construction shall be added to the time stipulated for sanction and construction hereunder.

**12 TRANSFER AND MANNER:**

**12.1 TRANSFER:** The Transfer of all Transferable Areas in the Project (save as provided in Clause 14 hereto) shall be under the control and management of the Developer. The parties shall Transfer the Transferable Areas to the Transferees selected by the Developer wherein the proportionate shares in the land attributable to the concerned Transferable Areas shall be Transferred or agreed to be Transferred by the Owners in the manner hereinafter provided and the constructed areas and all other rights, title or interest shall be Transferred or agreed to be so done by the Developer and the Owners collectively in the manner hereinafter provided. The Transfer of the proportionate share in the land shall be completed upon Completion of Construction of the Transferable Areas or at such time thereafter as the Developer may require.

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

**12.2.1 Phasewise Transfers:** The parties have agreed that the Transfer shall be done on a phasewise basis. In the first phase the Transfer of Units on the fifth to seventh floors with nine parking spaces (hereinafter referred to as "the

SD/- Aditya Neega 



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**Initial Phase Units**”) shall be done by the Developer. Before launching the remaining Units and parking spaces for Transfer, the Developer shall take a prior written consent of the Owners’ Named Representative.

**12.2.2 Authority of Developer:** The Developer shall have the sole and exclusive rights to conduct the day to day Transfer in respect of the Project and all Transferable Areas therein but as per phases mentioned in clause 12.2.1 and at the rates and subject to the conditions hereinafter contained.

**12.2.3 Rate and Price for Transfer:** The rates at which the Developer shall take booking for Transfer of the Transferable Areas shall be such as finalized by mutual consent of the Developer and the Owners’ Named Representative in writing and any downward revision of more than 5% of the mutually agreed rates by the Developer shall require the prior written consent of the Owners’ Named Representative which consent shall not be unreasonably withheld. Before and after the sanction of the Building Plans the parties shall record in writing the rates of booking finalized between them.

**12.3 PUBLICITY:** The Developer shall have exclusive rights in respect of the advertisement and signages to be placed at the said premises and the New Buildings and the Developer shall be free to use its name logo or any other material as it deems fit and proper for the marketing and promotion. Such advertisement and signages placed at the said premises and/or the New Buildings shall be removed by the Developer before issuance of Completion Certificate in respect of the New Building. The Developer shall also be entitled to advertise for Transfer of the Project in all media and to negotiate and settle the price and other terms of transfer with the intending Transferees.

**12.4 MARKETING AGENTS:** The marketing of the Project shall be done by the Developer directly or through Marketing Agents, brokers, sub-brokers and other agents selected, appointed or discontinued by the Developer after discussion with the Owners.

**12.5 BOOKINGS AND ALLOTMENTS:** The Developer shall accept bookings and make allotments, in respect of any Unit, Parking Space or other Transferable Areas in favour of any Transferees and to cancel revoke or withdraw the same insofar as the Initial Phase Units are concerned if the situation so warrants according to the Developer.

**12.6 SIGNATURE TO AGREEMENTS AND DEEDS:** The agreements and final Transfer deeds or deeds relating to Transfer of the Units, Parking Spaces and other

by - Adarsh  
Neeraj



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Transferable Areas shall be executed by both the Owners and the Developer. The Developer shall be at liberty to sign the concerned agreement and deed on behalf of the Owners pursuant to the power of attorney to be conferred to it hereunder or in pursuance hereof.

- 12.7 POSSESSION TO TRANSFEREES:** The Developer shall deliver possession of the Transferable Areas contracted to be sold to any Transferee directly to the Transferee thereof.
- 12.8 ADVOCATES:** All documents of transfer or otherwise shall be such as be drafted by DSP Law Associates, Advocates of 4D Nicco House, 1B & 2 Hare Street, Kolkata-700001.
- 12.9 PUBLICITY COSTS:** The publicity and advertizement costs equivalent to 2.5% of the Realizations shall be paid by the Developer and the Owners' shall reimburse fifty percent of the said costs to the Developer within 7 days of being informed thereabout to the Owners.
- 12.10 INTEREST ETC. TO TRANSFEREES ETC.:** If any liability, interest, damage or compensation is payable to any Transferee or other person relating to the Project, otherwise than due to delay or default on the part of the Developer or the Owners in compliance of their respective obligations towards them in accordance with the agreements to be entered with the Transferees, the same shall be payable by the parties in the Agreed Ratio. In case any liability, interest, damage or compensation is payable to any Transferee or other person relating to the Project, owing to delay or default on the part of the Owners in compliance of their obligations towards them in accordance with the agreements to be entered with the Transferees, the same shall be payable by the Owners exclusively. In case any liability, interest, damage or compensation is payable to any Transferee or other person relating to the Project, owing to delay or default on the part of the Developer in compliance of its obligations towards them in accordance with the agreements to be entered with the Transferees, the same shall be payable by the Developer exclusively.
- 12.11 Loans by Transferees:** The Transferees shall be entitled to take housing loans for the purpose of acquiring specific Units and Transferable Areas from banks, institutions and entities granting such loans. The Owners and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents etc. as be required in this regard by such banks, institutions and entities Provided That there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Project/said premises except the Unit

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and appurtenances under Transfer and save those occasioned due to cancellation of the agreement with the Transferee.

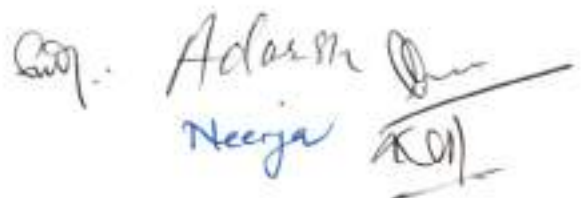
**12.12 FINANCE AND MORTGAGE:** The Owners hereby agree and permit the Developer to obtain loans and finance for development of the said Premises from any Banks and/or the Financial Institutions and/or Non-Banking Financial Companies and/or Recognized Foreign Direct Investors by mortgaging and charging the Developer's Allocation without however creating any financial obligation upon the Owners and without creating any charge or lien on the Owners Allocation and/or the undivided share in the land. The Owners agree from time to time to provide consents, confirmation and no objections or other documents as may be required for such mortgage or charge to be created by the Developer and also agree to sign necessary loan and other agreements and power of attorney with the bankers or financiers in connection with the above.

**13 REALIZATIONS, EXTRAS AND DEPOSITS AND DISTRIBUTION:**

**13.1 SHARES OF PARTIES:** The Owners shall be entitled to **70.5% (seventy decimal fifty percent)** of the Realizations and the Developer shall be entitled to (a) **29.5% (twenty-nine decimal fifty percent)** of the Realizations and (b) the entirety of all Extras and Deposits. The sharing as aforesaid shall be irrespective of the nature of use of the Transferable Areas.

**13.2 MODUS OF DISTRIBUTION:** The Developer shall be entitled to receive the Realizations (including booking amounts, earnest money, part payments, consideration), Pass Through Charges, Extras & Deposits and other amounts on any account receivable from the Transferees and other persons in respect of the Project. All Extras & Deposits shall be taken separately by the Developer in the name of the Developer alone. All Realizations and Pass Through Charges shall be deposited in a separate bank account operable by the authorized signatory of the Developer. The Developer shall periodically transfer the share of the Owners in the Realizations to the Owners as be mutually agreed between the Owners and the Developer.

**13.3 EXTRAS AND DEPOSITS:** All Extras and Deposits that may be agreed to be charged by the Developer directly from any Transferee shall be taken and deposited by the Developer separately in its separate bank accounts. The Developer shall be free to add or alter the particulars of Extras and Deposits as mentioned in the **FOURTH SCHEDULE** hereunder written in consultation with the Owners' Named Representative. The residue remaining with the Developer on account of Deposits shall, upon formation of the Association in respect of the Project, be handed over to


  
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such Association by the Developer after adjusting the dues and arrears receivable by the Developer.

- 13.4 INSURANCE:** The land/property and title insurance as prescribed under the Real Estate Laws shall be done by the Owners at their own costs and expenses and the Construction related insurance shall be done by the Developer at its own costs and expenses.
- 13.5 ACKNOWLEDGMENTS:** The Developer shall be and is hereby authorized to issue receipts on behalf of itself and the Owners for the amounts so received which shall fully bind both the Owners and the Developer.
- 13.6 QUARTERLY REPORTS:** The Developer shall send to the Owners quarterly account statements in respect of debits and credits pertaining to Transfer of Transferable Areas relating to the accounts maintained by the Developer and the separate Account as contemplated above.
- 13.7 ERRORS AND OMISSIONS:** All payments made by the parties to each other shall be subject to any errors or omissions and the consequent accounting and settlement when detected.
- 13.8 RECORDS AND INSPECTION:** The records of Transfer of the Project shall be kept at the place of business of the Developer. For the purpose of accounting and settlement, the parties shall make all necessary entries and adjustments in their respective books of accounts in respect of their respective shares arising from the Transfer of the Project.
- 13.9 FINAL ACCOUNTS:** After fulfillment of this Agreement or at such time as the parties mutually agree, the final accounts pertaining to the entire period of continuance of this Agreement shall be made and finalized by the parties.
- 13.10 ACCEPTANCE OF ACCOUNTS:** The accounts as on any given date shall be deemed to be final and accepted (save for any errors or omissions on the face of the record) if no objection from any party is received in respect thereon within **15 (fifteen) days** of such given date.
- 13.11 FINALITY OF MODUS OF DISTRIBUTION:** The modus of distribution mentioned above shall not be challenged or disputed by the Owners or the Developer without the prior mutual written consent of the Developer and the Owners' Named Representative and in case the same is required to be changed, the principles contained in **Clause 13.2** shall be implemented in any alternative modus mutually agreed to by and between the parties hereto.

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**13.12 OWNER'S LIABILITIES TOWARDS EXTRAS AND DEPOSITS:** The Owners shall not be liable to make any contribution on account of Extras and Deposits in respect of the Transferable Areas that are agreed to be sold/transferred in as much as the same would be collected from the Transferees thereof. The Owners shall however pay the Extras and Deposits in respect of unsold and/or separate areas identified to form part of the Separate Allocated Areas of the Owners and payment for the same shall be made by the Owners at the same rates as the Transferees are liable to pay the same and the Owners shall pay the same to the Developer before delivery of such areas to the Owners.

**14 RESIDUAL AREAS:**

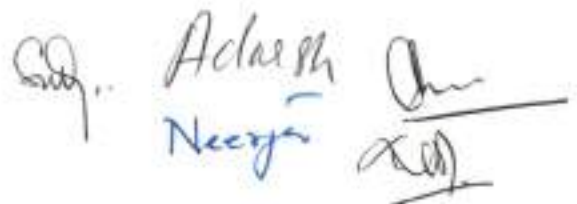
**14.1** In case upon expiry of **one month** from the date of issuance of the Completion Certificate of the New Building, there be or remain unsold Transferable Areas (for which no agreement is entered with any Transferee) (which shall be the Residual Areas), the parties shall, by mutual consent of the Developer and the Owners' Named Representative divide and allocate separate areas in the Project and the following terms and conditions shall apply in connection therewith:-

**14.1.1** The Owners and the Developer would be allocated and be entitled to identified units or portions of the Residual Areas as per the Agreed Ratio.

**14.1.2** The location of the respective identified areas of the parties comprised in the Residual Areas shall be identified on *pari passu* basis and the areas so identified for the Owners shall belong to the Owners together with the appurtenant share in the land comprised in the said premises and Common Amenities and Facilities and the areas so identified for the Developer shall belong to the Developer together with the appurtenant share in the land comprised in the said premises and Common Amenities and Facilities.

**14.1.3** All other areas agreed to be transferred or transferred prior to separate identification shall continue to be transferred jointly by the Owners and the Developer on the terms and conditions mentioned in this Agreement.

**14.1.4** In case, while demarcating and identifying the respective allocations of the parties as aforesaid, it is found that the areas in any of the Transferable Areas cannot be allocated exactly, then the party receiving less area shall be paid by the party receiving more area a mutually agreed monetary compensation therefor based on valuation thereof, which is to be calculated at the last rate of selling of the units.


  
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**14.1.5** The Developer shall, subject to refund of the Security Deposit to it by the Owners in the meantime, deliver the identified separate Owners' Allocation to the Owners and retain the Developer's Allocation for its own use or the use of its Transferees thereof. Unless the Owners take possession within **15 (fifteen) days** upon receiving the Notice from the Developer to take possession as aforesaid, they shall be deemed to have taken possession of such notified areas on expiry of such notice period of **15 (fifteen) days**.

**14.1.6** In case any GST or other taxes are applicable on the identified Separate Owner's Allocation then the Owners shall be liable to bear and pay the same.


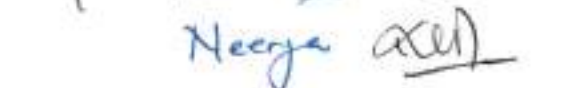
**14.2 Transfer of the Residual Areas:** The Owners and the Developer shall be entitled to deal with and dispose of their respective separately Identified allocation forming part of the Residual Areas to such persons and at such price/consideration as they may respectively deem fit and proper **Provided However That:-**

- (i) Neither party shall make any commitment or enter upon any term which is or may be repugnant to or contrary to those contained or otherwise affects or prejudices the scope of the respective rights and obligations of the parties hereto herein.
- (ii) The Owners shall not be entitled to sell and transfer the Residual Areas forming part of the Owners' Allocation at prices less than those offered by the Developer in respect of the Residual Areas forming part of the Developer' Allocation at the material time subject to a leverage/variation of **5% (five per cent)** without the prior written consent of the Developer.

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

## **15 COMMON PURPOSES AND MAINTENANCE IN-CHARGE:**

**15.1 COMMON PURPOSES:** Each of the Owners and the Developer and all Transferees of their respective allocations shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Developer in consultation with the Owners' Named Representative and adopted for or relating to the Common Purposes of managing, maintaining, administering, up-keep and security of the Project and in particular the Common Amenities and Facilities in consultation with the Owners. Furthermore, while dealing with and/or entering into any agreements and other documents of transfer of their respective allocations or any part thereof, the Owners and the Developer shall respectively necessarily incorporate all rules, regulations



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restrictions and conditions framed by the Developer in consultation with the Owners as aforesaid.

- 15.2 MAINTENANCE IN-CHARGE:** The Developer shall upon Completion of Construction of the Project form one or more Maintenance Company and/or Association for the Common Purposes and till then, the Developer or its nominee shall be in charge for the Common Purposes. It is expressly agreed and understood that so long as the Developer or its nominee be the Maintenance In-charge, the Owners and/or their nominees or transferees shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred. Further the Developer shall not be bound to continue with such responsibility of administration of the Common Purposes beyond **6 (six) months** from the issuance of Completion Certificate of the New Building.
- 15.3** Until formation of the Association and handover of the charge of the Common Purposes or any aspect thereof to the Association, the Developer shall be free to appoint different agencies or organizations for any activities relating to Common Purposes at such consideration and on such terms and conditions as the Developer may deem fit and proper in consultation with the Owners. All charges of such agencies and organizations shall be part of the Common Expenses.
- 15.4** Notwithstanding any formation of Association or handover of charge to it, neither the Association nor the members thereof or any Transferee shall be entitled to frame any rule or regulation or decide any condition which may affect any right or privilege of the parties hereto.

**16 COVENANTS BY THE OWNERS:**

**16.1** The Owners doth hereby covenant with the Developer as follows:-

- 16.1.1** That with effect from the date of execution hereof, the Owners shall neither deal with, transfer, let out or create any Encumbrance in respect of the said premises or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.
- 16.1.2** That the Owners shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Developer.
- 16.1.3** That the Owners shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time

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Nagesh



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Additional Registrar of  
Companies III Kolkata

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limits without any delays or defaults and not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.

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

**16.1.5** That the Owners have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the said premises or any part thereof can or may be impeached, encumbered or affected in title or would in any way impair, hinder and/or restrict the development transfer and other activities envisaged under this Agreement.

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

**16.1.7** All obligations of the Owners hereto shall be complied with by all of them and failure of any one of them shall be failure of all the Owners.

**16.1.8** Unless changed by the Owners hereafter in writing, Mr. Shiv Kumar Agarwal shall be the Owners' Representative (hereinbefore and hereinafter referred to as "the **Owner's Named Representative**") and shall be and is hereby authorized by the respective Owners to deal with the Developer in all matters involving the Project. The acts of the Owners' Named Representative in all matters referred to herein shall bind the Owners, except that no notice of termination or revocation of this Agreement or the Power of Attorney can be issued by the Owners' Named Representative.

**16.2 COVENANTS BY THE DEVELOPER:** The Developer do hereby covenant with the Owners as follows:-

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

   
Neeraj 



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Additional Registrar of  
Assurances III Kolkata

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

**16.2.3** That the Developer shall not be entitled to assign their right of development as contained in this Agreement or any part thereof as from the date hereof without prior consent in writing of the Owners' Named Representative. Mr. Ashok Saraf and/or his family shall have not less than 50% representation amongst Designated Partners of the Developer LLP until issuance of Completion Certificate in respect of the New Building. The Developer may however enter upon a LLP or joint venture, collaboration or tie-up with any person or persons with majority management and control of the Developer therein.

### **16.3 GST AND TDS ETC.:**

**16.3.1** Since both the Owners and the Developer will be selling the entire Transferable Areas through the Developer to the prospective purchasers, the Developer shall fulfill the statutory compliance in respect of TDS and also shall obtain GST (Goods and Service Tax) registration in respect of the aforesaid Project and shall be solely responsible for compliance of collection and deposit of GST.

**16.3.2** In case any GST or any other tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force is payable by the Owners in respect of the Owners' Realization Share, the Owners shall also obtain registration for GST and comply with necessary formalities in respect of the same.

**17 FORCE MAJEURE:** Notwithstanding anything elsewhere to the contrary contained in this Agreement, neither of the parties hereto shall be considered to be in default in performance of their respective obligations or be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the Force Majeure and time for performance shall remain suspended during the duration of the Force Majeure. "**Force Majeure**" shall mean any event or combination of events or circumstances beyond the control of a Party, which cannot be prevented or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under this Agreement including (a) Acts of

Sd/- Adarsh  
Neeraj



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God i.e. fire, draught, flood, earthquake, storm, lightning, epidemics and other natural disasters; (b) Explosions or accidents, air crashes; (c) General strikes and/or lock-outs, civil disturbances, curfew etc.; (d) Civil commotion, insurgency, war or enemy action or terrorist action; (e) Change in Law, Rules and Regulations, injunctions, prohibitions, or stay granted by court of law, Arbitrator, Government; (f) Non functioning of any existing or new Appropriate Authorities due to any reason whatsoever and (g) any other event or circumstance which is beyond the control of the parties.

**18 POWERS OF ATTORNEY:**

**18.1** The Owners shall with the execution of this Agreement execute and/or register one or more Powers of Attorney in favour of the Developer and/or the Developer' nominated persons being namely Mr. Ashok Saraf and/or Mr. Suhel Saraf and/or Mr. Suyash Saraf or such other person as may be nominated from time to time granting all necessary powers and authorities required by the Developer to effectuate and implement this Agreement.

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

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

**19 PROPERTY TAXES AND OUTGOINGS:** Till the date of the Owners vacating and making the said premises completely vacant all taxes and outgoings on account of municipal/property tax, land tax and other outgoings shall be borne and paid by the Owners and those arising for the period thereafter shall be borne and paid by the Developer Provided That such liability of the Developer shall from time to time progressively cease in respect of the portions for which Transferees become liable upon Completion of Construction.

**19.1 INDEMNITY BY OWNER:** At all times hereafter the Owners hereto shall indemnify and agree to keep the Developer, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising due to any representation of the Owners being found to be false or misleading and also due to material breach, or gross negligence or material non-compliance of their obligations hereunder, whether

Adarsh  
Neeraj

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statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Owners.

- 19.2 INDEMNITY BY DEVELOPER:** At all times hereafter the Developer hereto shall indemnify and agree to keep the Owners, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Owners and arising due to any representation of the Developer being found to be false or misleading and also due to material breach, or gross negligence or material non-compliance of its obligations hereunder, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Developer.
- 19.3 DEATH OR INCAPACITY:** Notwithstanding any subsequent death or incapacity etc., of the Owners, this agreement, however, shall not be vitiated and such case the legal heirs/successors of the Owners shall be bound by the terms of this Agreement and shall if required by the Developer be liable to execute a Supplementary Agreement to that effect including a Power of Attorney to be given to the nominee of the Developer. In case of Insolvency, Bankruptcy, Winding Up, Liquidation, Strike Off, Dissolution of the Owners/Developer (as the case may be) or reference of the Developer to NCLT or any incapacity of the Board of the LLP to act, the same shall not affect this agreement or the rights and obligations of the constituents and parties hereto. The Official Liquidator, Resolution Professional or any successor in law entitled to act on behalf of the LLP shall be bound by the terms and conditions of this agreement and for all obligations and liabilities of such LLP hereunder.
- 19.4 NO PARTNERSHIP OR AOP:** The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an Association of Persons (AOP).
- 19.5 NOT A PRESENT TRANSFER:** Nothing in this Agreement is intended to or shall be construed as a transfer of possession of the said premises at present in favour of the Developer.
- 19.6 WAIVERS:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. A waiver on any occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.

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Additional Registrar of  
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- 19.7 ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written oral or implied.
- 19.8 PART UNENFORCEABILITY:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.
- 19.9 MODIFICATIONS:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by the Owners and the Developer.
- 19.10 EXECUTION IN DUPLICATE:** This Agreement is being executed in Duplicate, one counterpart each whereof shall be retained by the Owners and the Developer (the original registered version to be retained by the Developer) and each copy whereof shall be deemed to be the original.
- 19.11 STAMP DUTY:** The Stamp Duty and registration charges on this agreement shall be borne and paid by the Developer and the Owners equally.
- 20 DEFAULTS AND CONSEQUENCES:**
- 20.1 DEFAULTS OF OWNER:** In case the Owners fail and/or neglect to make out and/or maintain good and marketable title to the said premises and/or to comply with their obligations hereunder or any of them in the manner or within the period stipulated therefor ("**Owner's defaults**"), the Owners shall be liable to pay to the Developer interest @18% per annum on the amounts until then paid to the Owners as deposit or otherwise or incurred in respect of the Project for the period of delay/default. Without affecting or causing prejudice to the liability of the Owners to pay interest as aforesaid, the Developer shall be entitled to take any one or more of the recourses mentioned in this Agreement in any priority or order as the Developer shall deem fit and proper:-



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**20.1.1 DEVELOPER'S ATTEMPT TO REMEDY OWNER'S DEFAULT:** The Developer may itself try and attempt the compliance of the obligation under default, at the cost and expense of the Owners and without being liable to the Owners for the result of such attempt. The period taken for such attempt or the compliance pursuant to such attempt shall automatically be added to the Time granted to the Developer for sanction or construction as the case may be. Such costs and expenses paid or incurred by the Developer together with interest @ **18% (eighteen per cent)** per annum thereof shall be the liability of the Owners exclusively and shall be adjustable firstly out of the share of Realizations receivable by the Owners and the parties shall instruct the Bankers for necessary adjustment of the same and any residue shall be payable by the Owners to the Developer.

**20.1.2 CANCEL:** The Developer may upon giving a notice, in writing, to the Owners giving time of **60 (sixty) days** to remedy the default or breach and in case the Owners fail to remedy the same within such 60 (sixty) days or such extended period if so and as mutually agreed to, cancel the contract envisaged herein and in such event, notwithstanding anything elsewhere to the contrary contained in this Agreement, the entire Security Deposit and all other amounts on any account paid or incurred by the Developer on the said premises including on its planning or development or otherwise together with interest @ **18% (eighteen per cent)** per annum accruing from the date of payment or incurrence by the Developer together with all other compensation and damages payable to the Developer and any Transferees, shall immediately and in any event within **30 (thirty) days** of being demanded by the Developer, become refundable by the Owners to the Developer and only on such payment the cancellation of the agreement by the Developer shall take effect.

**20.1.3 SPECIFIC PERFORMANCE:** To sue the Owners for specific performance of the contract and/or damages.

**20.1.4 DEFAULTS BY THE DEVELOPER:** In case the Owners comply with and/or are ready and willing to carry out their obligations as stated herein and the Developer fails and/or neglects to construct the Project within the stipulated period and extended period the Developer shall pay to each of the Owners (i.e. Adarsh Agarwala, Neerja Agarwal and Rita Agarwala Family Trust) a sum of Rs.1,67,000/- (Rupees one lakh sixty-seven thousand) only per month as pre-determined compensation Provided That in case the delay extends beyond 12 (twelve) months from the stipulated date (including extended period), then the Owners will be entitled to sue the Developer for specific performance of the contract and/or damages.

Adarsh Agarwala  
Neerja Agarwal



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- 20.2 UNILATERAL CANCELLATION:** Neither party hereto can unilaterally cancel or rescind this Agreement at any time unless such party is entitled to do so by express terms of this Agreement contained elsewhere herein upon default of the other party.
- 20.3 CHOICE OF REMEDIES:** It is clarified that the exercise of any one or more remedy by any party shall not be or constitute a bar for the exercise of any other remedy by the concerned party at any time. Furthermore, the liability of the Owners to pay interest at the rate and in terms of the other clauses of this Agreement shall continue for the entire duration until payment/repayment of the entire dues irrespective of the exercise of the other remedies by the Developer and without affecting the other liabilities of the Developer hereunder.
- 21 ACQUISITION AND REQUISITION:**
- 21.1** Except as contained in **Clause 21.2** hereto, in case the said premises and/or any portion thereof is acquired or is requisitioned by the Government or any other Body or Authority hereafter, then in that event the parties shall contest and challenge such acquisition. If however, acquisition or requisition becomes inevitable, then the parties shall have the following options:-
- 21.1.1** In case of such acquisition or requisition before Completion of Construction then the parties may **Either** exclude the portion or portions as may be the subject matter of such acquisition or requisition from being part of the said premises and continue the construction/transfer/administration of the Project in the balance portion. In case of any such exclusion, the said premises shall be varied accordingly and the compensation received in respect of the acquisition or requisition of the acquired portion shall belong to the parties in the Agreed Ratio **Or** cancel this Agreement in its entirety in which event the consequences of cancellation mentioned in Clause 20.1.2 shall apply. In such event the Developer shall have a lien and first charge on the amount awarded in respect of such acquisition or requisition towards amounts receivable or recoverable by the Developer in either of the eventualities contemplated in Clause 21.1 above.
- 21.2** In case of such acquisition or requisition after Completion of Construction of the Project in respect thereof, then subject to the claims of the Transferees, all compensation receivable shall belong to the parties in the Agreed Ratio.
- 22 NOTICES:** All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4<sup>th</sup> day from the date of despatch of such notice by prepaid registered speed post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and


 Adalash  
 Neeraja



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irrespective of any change of address or return of the cover sent by registered speed post without the same being served. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid.

- 23 ARBITRATION:** All disputes and differences between the parties hereto regarding constructions or interpretation of any of the terms and conditions as contained herein or arising out of or touching with these presents the same shall be referred to the Arbitrators to be nominated by the parties by 2 (two) Arbitrators, one nominated by the Owners and another nominated by the Developer and the joint Arbitrators shall appoint an Empire, as provided under the Arbitration and Conciliation Act, 1996 or any modification or enactment there under for the time being in force and/or decision of such arbitration shall be final and binding upon the parties.

**23.1.1** The Arbitration Tribunal shall have summary powers and will be entitled to lay down their own procedure.

**23.1.2** The Arbitration Tribunal will be at liberty to give interim orders and/or directions.

**23.1.3** The parties agree to abide by all their directions and/or awards and not to challenge the same in any manner whatsoever or howsoever.

**23.1.4** The place of arbitration shall be Kolkata and the language used shall be English.

- 24 JURISDICTION:** Only the Calcutta High Court and those having territorial jurisdiction over the said premises shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this Agreement or connected therewith including the arbitration as provided hereinabove.

#### SECTION-IV # SCHEDULES

##### THE FIRST SCHEDULE ABOVE REFERRED TO:

##### (SAID PREMISES)

**ALL THAT** messuages tenements hereditaments building dwelling house and premises **Together With** pieces or parcels of land or ground thereunto belonging whereon or on parts whereof the same are erected and built containing an area of 19 Cottah 13 Chittacks 7 Square feet be the same a little more or less situate lying at and being the entire municipal Premises Nos. 4A, Picasso Bithi (formerly part of Premises No. 4, Picasso Bithi theretofore Premises No. 4, Hungerford Street), Kolkata -700017, within Ward No. 63 of

Sd/- Adarsh Das  
Naeerja (KCP)



  
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Kolkata Municipal Corporation under Police Station Shakespeare Sarani (formerly Park Street) old Holding No. 11, Block No. XII in the South Division of the town of Kolkata and delineated in the plan annexed hereto duly bordered thereon in "RED" and butted and bounded as follows:-

- On the **North** : By Shakespeare Sarani;
- On the **South** : By Premises No. 4B, Picasso Bithi;
- On the **East** : By Picasso Bithi (Hungerford Street);
- On the **West** : By Premises No.3A, Picasso Bithi.

**OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished. Be it mentioned that the area of the building and structures on the said premises is 5250 Square feet more or less.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**(COMMON AMENITIES AND FACILITIES)**

- i. The staircases, lifts, staircase lobbies, lift lobbies, ground floor lobbies, fire escapes and common entrances and exits of the building/s;
- ii. The roof terraces, parks, play areas, etc;
- iii. Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating system, water conservation and renewable energy (if required);
- iv. The sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- v. All common facilities as provided in the said project at the said premises No. 4A, Picasso Bithi, Kolkata – 700016;
- vi. All facilities and amenities as may be provided;
- vii. Overhead and underground water reservoirs;
- viii. Lift machine rooms;
- ix. Landscaped areas;

Sd/- Adarsh  
Neeraj (KVI)



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- x. Transformers and CESC Utility Areas;
- xi. Fire fighting system;
- xii. Facility Managers' Office, Association Room, Store Rooms, Security Guards Change Room, common toilets (if applicable);
- xiii. Driveways and pathways (except areas earmarked by the Developer as car parking spaces).

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(Specifications as regards constructions of and fittings and fixtures to be provided in the Units and Common Areas)**

**A. Structure:-**

- a. Foundation: RCC Pile Foundation
- b. Building: Reinforced Concrete Cement (RCC) framed structure with columns, beams and slabs. Earthquake resistant.

**B. Elevators:-**

- a. Two Nos. of Automatic Lift of Mitusbushi/ Otis/ Kone (8/10 passenger) each

**C. Flooring:-**

- a. All premium quality imported Italian marble slab flooring in the dining, drawing bed rooms and superior quality tiles of Kajaria, Orient, Johnson or equivalent make on the walls and floors of bathroom. (Price of Italian marble shall not exceed Rs.250/- per sq. ft).
- b. All kitchens and bathrooms floors to be properly water proofed along with the roof.

**D. Doors & Windows:-**

- a. Windows – large French type Aluminum/UPVC (Fenesta or Similar) matching with the elevation
- b. Teak wood panel doors and frames for all rooms with decorative main doors fitted with Yale/Hettich/Hafele night latch on main door with a brass handle.

  
 Adarsh  
 Neeraj (Raj)



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All other doors to have Yale/Hettich/Hafele or equivalent locks and fittings of high quality.

**E. Wall Finish and Interiors:-**

- a. Cement putty finish on all interior walls.
- b. Common areas will be painted with Acrylic Emulsion Paint.
- c. All Lobbies with decorative ceiling and Imported/ Italian marble/ Granite/ Stone paneled lift façade and flooring.
- d. Anti-termite, treatment on land and building plinth

**F. Electrical:-**

- a. Copper wiring throughout in concealed conduits with provision for adequate light points, TV, Telephone Sockets with MCB's with premium quality switches of Schnieder, Crabtree or equivalent. Electronic tripping device in each flat to avoid shocks (ELCBS).
- b. Best quality copper wiring with A/C points in all the bedrooms, sitting & dining.

**G. Kitchen:-**

- a. Granite top cooking platform with one stainless steel sink with/ without drain-board and 2 ft. height premium quality vitrified tiles of Kajaria, Johnson, Orient or equivalent above platform with black/green marble/granite flooring.
- b. Hot and cold water line in the Kitchen
- c. Exhaust fans in Kitchen

**H. Bathroom:-**

- a. Premium quality Jaguar/ Roca/Kohler fittings in all the bathrooms
- b. Light coloured Roca/Kohler sanitary ware
- c. Hot and cold water line in all the bathrooms.
- d. Facilities for exhaust fans in bathrooms

Adarsh  
Neeja



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- e. Geyser points in all bathrooms &
- f. 1 washing machine point per flat.

**I. General Facilities:-**

- a. Intercom facility in each flat (with closed circuit T.V.) for communication between main lobby, gate and flats
- b. DTH/Cable connection in all bedrooms and drawing room (At extra cost)
- c. Fire fighting equipments as per recommendations.
- d. Generator Back-up of TIL/Volvo/Perkins/ Jackson or equivalent in full to each flat to be made available with automatic changeover and overload protection three phase type (at extra cost)
- e. Well Developed Common Roof with Landscaping
- f. Main lobby at the ground floor to be air-conditioned (Daikin/Toshiba/ Mitusbushi or Equivalent)
- g. Water proofing of the roof
- h. Deep Tube-well and corporation supply with adequate UG reservoir for drinking and fire fighting water along with iron removal and filtration unit
- i. Driveway – Greenery, flowerpots/creepers. Floors with heavy duty tiles/ stone
- j. Provisions for 2 Telephone lines in each flat
- k. Decorative Boundary wall with proper landscaping and as per specification of the Architect
- l. Mechanical/ Covered/ Pit/ Open parking on the ground floor.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**


**EXTRAS AND DEPOSITS**

**(EXTRAS)**

1. The Developer shall charge the Transferees the following amounts as Extras:


 Adarsh  
 Neeraj  
 (A/C)



  
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- (a) Proportionate share of the costs charges and expenses for procuring transformer, electricity connection for the Project
- (b) Costs, charges, expenses for common generator and its accessories and providing for supply of power therefrom to the Units during power failure
- (c) Costs and charges for Mutation and Apportionment of the Units in the records of the Kolkata Municipal Corporation and expenses for formation of Association
- (d) Towards the fees and/or legal charges of the Advocates for preparation of Agreements and the Sale Deeds

1.1 The Developer shall also charge the following amounts

- (a) Proportionate share of any costs charges and expenses for setting up or providing any additional or extra common area or installation in variation and/or addition to those mentioned in the **SECOND SCHEDULE** hereinabove written.
- (b) All stamp duty, registration fees and allied expenses on execution and registration of the proposed Agreement and of the sale deed or deeds and other documents to be executed and/or registered in pursuance thereof.
- (c) Security Deposit and the expenses as may be required by CESC Limited or other electricity provider for individual meter in respect of the Units directly with CESC Limited or other provider and proportionate share of the security deposit in respect of the common meters in respect of the Common Areas and Installations.
- (d) Goods and Service Tax (GST), or any other statutory charges/levies by any name called, if applicable and payable on construction of the Units or on the transfer thereof and/or on any amount or outgoing (including Maintenance Charges) payable by the Transferees in respect of the Units.
- (e) All taxes, levies, betterment fees, development charges etc., under any statute rules and regulations on the said Premises and/or the Units and/or the Building or on the construction or transfer of the Units envisaged hereunder payable by the Transferees wholly if the same relates to the Units and otherwise proportionately.

Sd/-  
 Adarsh  
 Neeraj



  
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**(DEPOSITS)**

1. The Developer shall take from the Transferees the following Deposits :
  - (a) Towards Deposit, free of interest, to remain in deposit with the Developer to meet therefrom, in the event of default by the Transferees, in making payment of the maintenance charges and proportionate liability towards the other Common Expenses or any other outgoing relating to the Units
  - (b) Towards Deposits, free of interest, to remain in deposit with the Developer till mutation of the Units in the name of the Transferees is effected in the records of the Kolkata Municipal Corporation and in the event any arrear Municipal tax is payable for the period from the date of possession till such mutation, the Developer shall meet the same from the said deposit

**THE FIFTH SCHEDULE ABOVE REFERRED TO:****(CHAIN OF TITLE)**

- A. One Nirendra Nath Sircar was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT brick built messuages tenements hereditaments and dwelling houses together with the pieces and parcels of revenue redeemed land or ground thereunto belonging whereon or on parts whereof the same were erected and built containing an area of 1 Bigha 12 Cottahs 9.5 Chittacks more or less situate lying at and being premises No. 4 Hungerford Street, Police Station Park Street in the town of Calcutta (hereinafter referred to as "**the Larger Premises**") absolutely.
- B. By an Indenture of Conveyance dated 6<sup>th</sup> March 1952 made between the said Nirendra Nath Sircar as Vendor and Sangit Kala Mandir as Purchaser and registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 37, Pages 158 to 163, Being No. 672 for the year 1952 the said Nirendra Nath Sircar for the consideration therein mentioned sold conveyed and transferred the Larger Premises unto and to the said Sangit Kala Mandir absolutely and forever.
- C. By an Indenture of Conveyance dated 26<sup>th</sup> September 1957 made between Sangit Kala Mandir therein referred to as the Vendor of the First Part one Yudhisthir Lal Agarwala therein referred to as the Confirming Party of Second Part and Bhagwati Agarwala therein referred to as the Purchaser of the Third Part and registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 95, Pages 256 to 264, Being No. 4193 for the year 1957, the said Sangit Kala Mandir for the

 Adarsh  
 Neeraj 



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consideration therein mentioned sold conveyed and transferred to the said Bhagwati Agarwala the Larger Premises.

- D. By an Indenture of Conveyance dated 20<sup>th</sup> March 1996 and registered with the Registrar of Assurances, Calcutta in Book No. 1, Being No. 1142 for the year 1996, the said Bhagwati Devi Agarwala sold to one Rhino Trading Company Private Limited and Panitola Trading Company Private Limited a divided and demarcated portion on the southern side of the Larger Premises containing an area of 12 Cottah 12 Chittaks and 16 Square feet more or less which sold portion was subsequently assessed separately and renumbered as premise No. 4B Picasso Bithi, Kolkata. The said Bhagwati Devi Agarwala remained the owner of the remaining portion containing an area of 19 Cottahs 13 Chittaks 7 Square feet more or less, which was renumbered by the Kolkata Municipal Corporation as premises No. 4A Picasso Bithi being the said premises.
- E. The said Bhagwati Devi Agarwala, a Hindu died on 21<sup>st</sup> July 2015 after making and publishing her Last Will and Testament dated 26<sup>th</sup> December 2012 whereby and whereunder she appointed her son-in-law Nav Ratan Goenka as the sole Executor and gave devised and bequeathed the said premises to her three daughter-in-laws namely Rita Agarwala (since deceased), Adarsh Agarwal (Owner No.1.1.1 herein) and Neerja Agarwal (Owner No.1.1.2 herein) in equal shares absolutely.
- F. Probate in respect of the said Will of Bhagwati Devi Agarwala was granted on 8<sup>th</sup> February, 2019 to the said Nav Ratan Goenka by the Hon'ble High Court at Calcutta in Probate Case No. 60 of 2018.
- G. The said Rita Agarwala, a Hindu died on 17<sup>th</sup> September 2017 after making and publishing her Last Will and Testament dated 10<sup>th</sup> April 2017 whereby and whereunder she appointed her husband Shiv Kumar Agarwal as the Sole Executor and gave devised and bequeathed her one-third share or part in the said premises unto and upon the Family Trust to be known in the name and Style of Rita Agarwala Family Trust (the Owner No. 1.1.3 hereto), and appointed the said Shiv Kumar Agarwal and Nav Ratan Goenka as the Trustees of the said Trust absolutely.
- H. Probate in respect of the said Will of Rita Agarwala was granted on 15<sup>th</sup> January, 2019 to Shiv Kumar Agarwal by the Hon'ble High Court at Calcutta in Probate Case No. 278 of 2018.
- I. The said Nav Ratan Goenka and Shiv Kumar Agarwal by their respective acts assented and consented to the bequests made by the respective said Last Wills and

Adv. Adarsh Agarwal  
Neerja Agarwal



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**Additional Registrar of  
Insurance, Karnataka**  
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Testament of Bhagwati Devi Agarwal and Rita Agarwala and made over possession of the respective bequeathed properties to the respective beneficiaries.

- J. The Owners have thus become the full and absolute owners of the said premises and caused their names to be mutated in the records of the Kolkata Municipal Corporation as such.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

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

Manick Agarwal  
(MANICK AGARWAL)  
4, Hungerford Street, Kolkata

Srin Kumar Agarwal  
(SRIN KUMAR AGARWAL)

4, Hungerford Street, Kolkata-17

Adresh Agarwal

Neeraj Agarwal

for Rita Agarwala family Trust

Shri Agarwala

Trustee

(SHIN KUMAR AGARWAL)

for Rita Agarwala Family Trust

(N) SCM

Trustee

(NAV RATAN GOENKA)

**SIGNED SEALED AND DELIVERED** by the withinnamed **CONFIRMING PARTY** at Kolkata in the presence of:

Manick Agarwal  
Srin Kumar Agarwal

Shri Agarwala  
(Srin Agarwal)

(Srin Agarwal)

Satyam Agarwal  
(SATYAM AGARWAL)

Shubham Agarwal  
(SHUBHAM AGARWAL)



Additional Registrar of  
Companies, Kolkata

12 APR 2010



**SIGNED SEALED AND DELIVERED** on behalf of the withinnamed **DEVELOPER** by its Designated Partner Mr. Ashok Saraf pursuant to the Resolution dated 11.04.2019 passed by its Board of LLP at Kolkata in the presence of:

SOUBHAGYA NIRMAN LLP  
*Ashok Saraf*  
 Authonsed Signatory

*Ashok Bagoria*  
 Advocate  
 2 Hare Street, KOL-01

*Soumya Samanta*  
 (Adv)  
 4 D. NICCO HOUSE  
 2 Hare Street,  
 Kol-01

Drafted by me:

*Ashok Bagoria* Advocate  
 C/o DSP Law Associates, Advocates  
 4D, Nicco House, 1B Hare Street,  
 Kolkata-700001  
 F-1415/2010



Additional Registrar of  
Assurances III Kolkata

12 APR 2019

RECEIPT AND MEMO OF CONSIDERATION

Received from the within named Developer the within mentioned sum of Rs.4,05,00,000/- (Rupees four crores and five lakhs) only towards part payment of the Security Deposit as follows:-

MEMO OF CONSIDERATION

S.L NO.	Cheque Numbers	Date	Bank & Branch	Amount (Rs.)
1	916585	11.04.2019	Axis Bank, Kolkata Main Branch	1,35,00,000.00
2	916587	11.04.2019	Axis Bank, Kolkata Main Branch	1,35,00,000.00
3	916588	11.04.2019	Axis Bank, Kolkata Main Branch	1,35,00,000.00
<b>Total:</b>				<b>4,05,00,000.00</b>

(Rupees four crores and five lakhs) only

**WITNESSES:**

*Omika Agarwal*  
*Sagar Kumar Agarwal*

*Adarsh Agarwal*

*Neeraj Agarwal*

for Rishi Agarwal family Trust

*Rishi Agarwal*  
Trustee

for Rishi Agarwal Family Trust.

*Rishi Agarwal*  
Trustee.



*[Handwritten signature]*

Additional Registrar of  
Companies III Kolkata

12 APR 2019

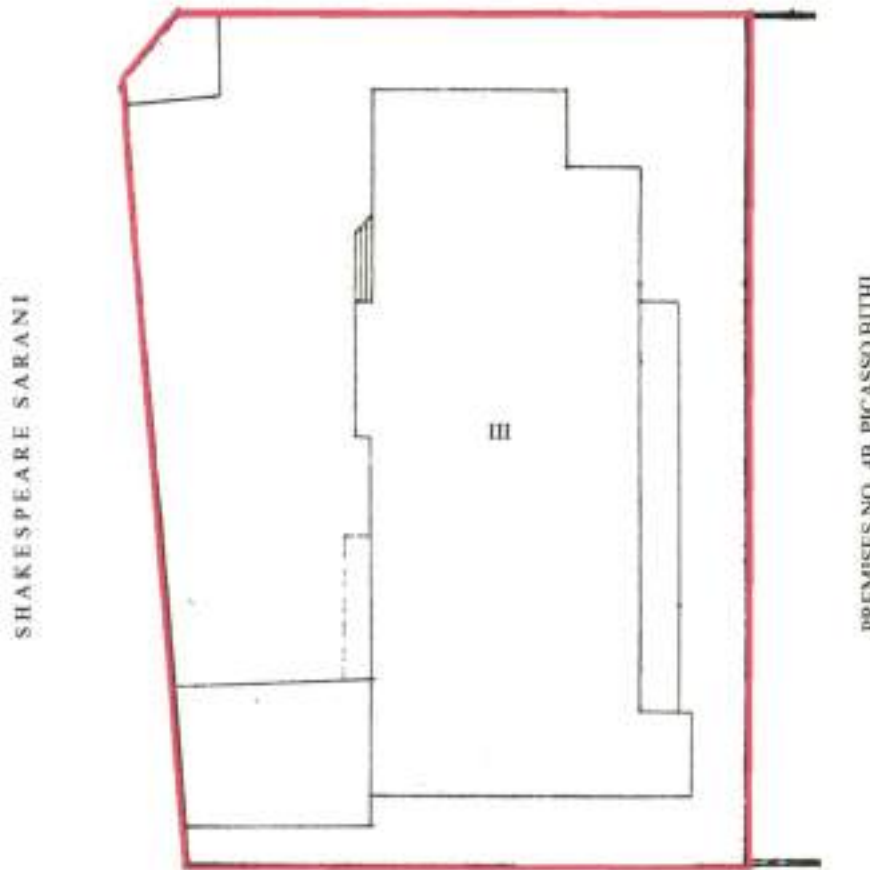


PLAN SHOWING MUNICIPAL PREMISES NO. 4A, PICASSO BITHI (FORMERLY PART OF PREMISES NO. 4, PICASSO BITHI THERETOFORE PREMISES NO. 4, HUNGERFORD STREET), UNDER POLICE STATION SHAKESPEARE SARANI (FORMERLY PARK STREET), KOLKATA -700017, WITHIN WARD NO. 63 OF KOLKATA MUNICIPAL CORPORATION.



PICASSO BITHI  
(HUNGERFORD STREET)

SOUBHAGYA NIRMAN LLP  
*Ashok Kumar*  
Authorized Signatory



PREMISES NO. 3A, PICASSO BITHI












*Shubham Agarwal*  
*Swagata Agarwal*  
For Ritu Agarwal Family Trust  
*Kedhan*  
Trustee












*Adresh Agarwal*  
*Neeraj Agarwal*  
for Ritu Agarwal family Trust  
*Ritu Agarwal*  
Trustee  
*Ritu Agarwal*












NOT TO SCALE

Additional Registrar of  
Assurances III Kolkata  
12 APR 2019



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

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

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





















*[Handwritten signature]*

Additional Registrar of  
Ass: *[illegible]*

12 APR 2019



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

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



  
Additional Registrar of  
Assurance Companies, Kolkata

2 APR 2010

**Govt. of West Bengal**  
**Directorate of Registration & Stamp Revenue**  
**e-Challan**

GRN: 19-201920-000495590-1

Payment Mode Online Payment

GRN Date: 12/04/2019 11:19:29

Bank : HDFC Bank

BRN : 771956772

BRN Date: 12/04/2019 11:20:58

**DEPOSITOR'S DETAILS**

Id No. : 19030000598271/11/2019

[Query No./Query Year]

Name : ASHOK SARAF

Contact No. : Mobile No. : +91 9830333712

E-mail :

Address : 25 SARAT BOSE ROAD KOLKATA 700020

Applicant Name : Org SOUBHAGYA NIRMAN L L P

Office Name :

Office Address :

Status of Depositor : Buyer/Claimants

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement  
Payment No 11

**PAYMENT DETAILS**

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹ ]
1	19030000598271/11/2019	Property Registration- Stamp duty	0030-02-103-003-02	75071
2	19030000598271/11/2019	Property Registration- Registration Fees	0030-03-104-001-16	405032

In Words : Rupees Four Lakh Eighty Thousand One Hundred Three only

**Total**













**480103**















Additional Registrar of  
Assurances, Kolkata

12 APR 2019



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

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



A handwritten signature in black ink, consisting of several loops and a long vertical stroke.

Additional Registrar of  
Companies, Bangalore

12 APR 2019

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

ADARSH AGARWALA

SREERAM JAIN

07/10/1953

Permanent Account Number

ACXPA2516J

*Adarsh Agarwal*

Signature



178214

*Adarsh Agarwal*



धरम संख्य: १०००

PERMANENT ACCOUNT NUMBER



ACZPA4845L

सुर नाम

NEERJA AGARWAL

पिता का नाम / FATHER'S NAME

NARENDRA KUMAR

जन्म तिथि / DATE OF BIRTH

24-11-1958

सुरमाहक हस्ताक्षर

Neerja Agarwal

B. K. Das

सुरमाहक संख्य: १०००/०३

COMMISSIONER OF INCOME-TAX, W.B. - 33

Neerja Agarwal

इस कार्ड के तहत / तहत जारी यह प्रमाण जारी करने  
करने अधिकारी को सूचित / सूचना देते हैं  
संयुक्त संसदीय सभाग (सूचना एवं प्रौद्योगिकी),  
१०-7,  
चौमलेश्वर स्क्वायर,  
कलकत्ता - 700 069.

In case this card is lost/damaged, kindly inform return to  
the issuing authority :  
Joint Controller of Income-tax (Systems & Technical),  
10-7,  
Chowmahisra Square,  
Calcutta-700 069.



भारत सरकार

GOVERNMENT OF INDIA



श्री/श्रीमती  
Neerja Agarwal  
पति : नरेंद्र कुमार  
Father: Narendra Kumar

व्यक्ति / DOB: 24/11/1986  
लिंग / Female



6671 2838 0582

आधार - साधारण मानुषेअधिकार

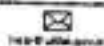


श्रीमती, नरेंद्र कुमार शर्मा  
नरेंद्र कुमार शर्मा, नरेंद्र कुमार शर्मा  
कोलकाता, 700017

भारत सरकार  
GOVERNMENT OF INDIA

Address: 4, HUNTERFORD  
STREET, Cross Avenue,  
Kolkata, Cross Avenue,  
West Bengal, 700017

6671 2838 0582



Neerja Agarwal



आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

GOV. OF INDIA

SHIV KUMAR AGARWAL

YUDHISTHIR LAL AGARWAL

22/03/1950

Permanent Account Number  
ACMPA 072N



Signature

Shiv Kumar



भारत सरकार  
GOVERNMENT OF INDIA



शिव कुमार आगरवाल  
Shiv Kr. Agarwala  
जनजाति/DOB: 22/03/1950  
पुरुष / MALE



5522 8183 2551

MEERA AADHAAR, MERI PEHCHAN

*Shiv Agarwal*



भारतीय विशिष्ट पहचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ठिकाना:  
B, हुंजरफोर्ड स्ट्रीट सर्कस एवेन्यू,  
कोलकाता,  
पश्चिम बंगाल - 700017

Address  
4, HUNGERFORD  
STREET, Circus Avenue  
S.O, Kolkata,  
West Bengal - 700017



1800 120 1247

1800 120 1247

www.uai.gov.in

P.O. Box No. 1947,  
Bangalore-560 081



ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD

WB / 29 / 218 / 258649

পরিচয় পত্র



Elector's Name : Sukhendu Samanta  
নির্বাচকের নাম : সুখেন্দু সমান্ত  
Father / Mother /  
Husband's Name : Sahadeb Samanta  
পিতা/মাতা/স্বামীর নাম : সহসদেব সমান্ত  
Sex : Male  
লিঙ্গ : পুরুষ  
Age as on 1.1.1995 : 25  
১.১.১৯৯৫ এ বয়স : ২৫

Address

Mouza : Rampurchak  
G.P. : Jalimanda  
P.S. : Debra  
Block : Debra  
Dist : Midnapur  
ঠিকানা  
মৌজা : রামপুরচক  
গ্র. প. : জলিমান্দা  
থানা : ডেবরা  
ব্লক : ডেবরা  
জেলা : মেদিনীপুর

Facsimile Signature  
Electoral Registration Officer

নির্বাচক - নিবন্ধন অধিকারিক

For 218 - Debra Assembly Constituency

২১৮ - ডেবরা বিধানসভা নির্বাচন ক্ষেত্র

Place : Midnapur

স্থান : মেদিনীপুর

Date : 30.06.1995

তারিখ : ৩০.০৬.১৯৯৫

भारत सरकार

भारतीय जनसंघ

आदर्श अग्रवाल

Adarsh Agarwal

आवृत्ति: DOB: 07/10/1953

लिंग: FEMALE



8334 2431 5776

आधार-साधारण मान्यता अधिकार

Adarsh Agarwal

भारतीय विशिष्ट पहचान प्राधिकरण

भारतीय विशिष्ट पहचान प्राधिकरण

ठिकाना:

6, हंगर पोस्ट स्ट्रीट, मर्ला  
अदालत, कोलकाता,  
पश्चिम बंग - 700017

Address:

6 HUNGER POST STREET GPO  
Adalut, Kolkata,  
West Bengal - 700017

8334 2431 5776

Aadhaar-Aam Admi ka Adhikar

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card



ADSPG7578B

नाम/ Name  
NAY RATAN GOENKA

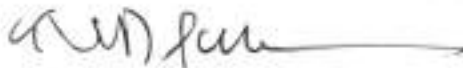
पिता का नाम/ Father's Name  
KISHORILAL GOENKA

जन्म की तारीख/ Date of Birth  
12/10/1944

  
हस्ताक्षर/ Signature



17102877









ভারত সরকার

ভারত সরকার  
Unique Identification Authority of India  
Government of India

স্বাক্ষরিত আইডি / Enrollment No. 1040/20499/35817

To  
NAV RATAN GOENKA  
নব রতন গোকর্ক  
GOENKA HOUSE  
2 ALIPORE PARK ROAD  
ALIPORE  
Alipore  
Alipore, Kolkata  
West Bengal - 700037  
9830110150



KL752310739FT  
75231076



আপনার আধার সংখ্যা / Your Aadhaar No. :

**8365 1007 1948**

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার  
Government of India



নব রতন গোকর্ক  
NAV RATAN GOENKA  
নব রতন গোকর্ক  
Father: Kishori Lal Goenka

www.uidai.gov.in/101948  
সঙ্গ: Male

**8365 1007 1948**



আধার - সাধারণ মানুষের অধিকার

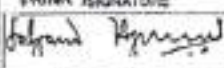
*Handwritten signature*

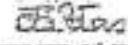
स्थायी खाता संख्या / PERMANENT ACCOUNT NUMBER  
**ACUPA0855F**

नाम / NAME  
**SATYAM AGARWAL**

पिता का नाम / FATHER'S NAME  
**SHIV KUMAR AGARWAL**

जन्म तिथि / DATE OF BIRTH  
**15-10-1976**

टिप्पणी / SIGNATURE  


  
**COMMISSIONER OF INCOME-TAX, N.E. - XI**

*Satyam Agarwal*

*Satyam Agarwal*

इस कार्ड के साथ / With card you should submit  
 सभी प्रतियोगी की प्रतियाँ / सारदा कर से  
 संबंधित आवश्यक अनुसूची (पदादि एवं पदाधिकारी),  
 4-7,  
 श्री/श्री महिला,  
 बलराम - 700 069.

In case this card is submitted, kindly inform/return to  
 the issuing authority :  
 Joint Commissioner of Income-tax (Systems & Technical),  
 1-7,  
 Chatterjee Square.



ভারত সরকার  
GOVERNMENT OF INDIA



নাম: SATYAM AGARWAL  
পিতা: SHY KR AGARWAL

জন্ম তারিখ: 1975  
সঙ্গ: Male

4124 9433 6116



আখার সাধারণ মানুষের অধিকার



ভারতীয় পরিচয় প্রাধিকরণ  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

পিতা: ১০০০০০  
মাতা: ১০০০০০, কলকাতা  
১০০০০

Address: 4, HUNGERFORD  
STREET, Circus Avenue 5,  
C, Circus Avenue, Kolkata  
West Bengal, 700017

১৯৭১  
1800 142 1947

help@aii.gov.in

www.aii.gov.in

P.O. Box No. 1947,  
Bangalore-560 017

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card



ACUPA0856G

नाम/ Name  
SHUBHAM AGARWALA

पिता का नाम/ Father's Name  
SHY KUMAR AGARWAL

जन्म की तारीख/ Date of Birth  
19/03/1978

*Shubham*  
हस्ताक्षर/ Signature



210501018

*Shubham*

यदि इस कार्ड को / यदि किसी का कार्ड मिले / मिले,  
आयकर विभाग को सूचित करें / सूचना दें।  
यदि किसी का कार्ड मिले / मिले, तो उसे  
भारत सरकार के आयकर विभाग को  
भेजें - 411 016

If this card is lost / someone's tax card is found,  
please inform / report to  
Income Tax PAN Services Unit, NSDL,  
1st floor, Market Street,  
Plot No. 341, Survey No. 99/14,  
Model Colony, Near Deep Bagalaw Chowk,  
Pune - 411 016

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081  
e-mail: [cpinfo@nsdl.co.in](mailto:cpinfo@nsdl.co.in)

**आयकर विभाग**  
**INCOME TAX DEPARTMENT**

**भारत सरकार**  
**GOVT OF INDIA**

भारतीय अंशदा संख्या कार्ड  
 Permanent Account Number Card  
**ADIFS8213L**

**भारत सरकार**

नाम / Name  
**SOUBHAGYA NIRMAN LLP**

जारी / Issue Date of Issuance/Registration  
**28/03/2017**

इस कार्ड के खोले/खोले गए हुआ कुविया भू/संकेत।  
 उपयोग के लिए कृपया, या आप से वाप  
 5 को सूचित, यदि नहीं।  
 फॉन नं. 241, रूम नं. 997/8,  
 मोडल कॉलोनी, नैयर टाउन, बंगलौर शहर,  
 कर्नाटक - 560 016.

If this card is lost / someone's lost card is found,  
 please inform / return to:  
 Income Tax PAN Services Unit, NSD,  
 5th Floor, Main Building,  
 Plot No. 241, Survey No. 997/8,  
 Model Colony, Near Dhar, Bangalore Cantonment,  
 Bangalore - 560 016.

Tel: 080-2221 2001 (080-2221 2001)  
 e-mail: [pan@itd.gov.in](mailto:pan@itd.gov.in)

For Registration 12/04/19.

**SOUBHAGYA NIRMAN LLP**  
*Ashok Saraf*  
 Authored Signatory



स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AJQPS0820D



नाम /NAME  
ASHOK SARAF

पिता का नाम /FATHER'S NAME  
SANTOSH KUMAR SARAF

जन्म तिथि /DATE OF BIRTH  
02-11-1963

हस्ताक्षर /SIGNATURE

आयकर अधिकारी, प.सं.-11

COMMISSIONER OF INCOME-TAX, W.B. - II

*Ashok Saraf* For Registration  
12/04/19

इस कार्ड के खो / भिल ज़रने पर कृपया जारी करने  
वाले अधिकारी को सूचित / वापस कर दें  
सहायक आयकर अधिकारी,  
पी-7,  
चौरंगी स्क्वायर,  
कलकत्ता - 700 069.

In case this card is lost/found, kindly inform/return to  
the issuing authority :  
Assistant Commissioner of Income-tax,  
P-7,  
Chowringhee Square,  
Calcutta- 700 069.

  
भारत सरकार  
GOVERNMENT OF INDIA

  
शुभम अग्रवाल  
Shubham Agarwal  
पिता : शिव कुमार अग्रवाल  
Father : SHIV KR. AGRAWALA  
जन्म वर्ष / Year of Birth : 1978  
पुत्र / Male


8286 0164 1207



आधार - सामान्य मानुषेर् अधिकार


*Shubham Ag*


*Shubham Ag*


  
आधारभित्तित् परिचय प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA


ठिकाना:  
३, हंगरफोर्ड स्ट्रीट, कोलकाता  
३डिभिडि, ७०००१७, पश्चिमबङ्ग,  
७०००१७

Address:  
4, HUNGERFORD STREET,  
Circus Avenue S.O, Circus  
Avenue, Kolkata, West  
Bengal, 700017

 1947  
1800 180 1947

 help@uidai.gov.in

 www.uidai.gov.in

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

*Shubham Ag*



## Major Information of the Deed

Deed No :	I-1903-01559/2019	Date of Registration	12/04/2019
Query No / Year	1903-0000598271/2019	Office where deed is registered	
Query Date	11/04/2019 4:25:29 PM	A.R.A. - III KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	SOUBHAGYA NIRMAN L L P 2/5, Sarat Bose Road, Thana : Bullygunge, District : South 24-Parganas, WEST BENGAL, PIN - 700020, Mobile No. : 9830333712, Status : Buyer/Claimant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4309] Other than Immovable Property, Indemnity Bond [Rs : 4,50,00,000/-], [4311] Other than Immovable Property, Receipt [Rs : 4,05,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 17,32,08,469/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,171/- (Article:48(g))	Rs. 4,05,032/- (Article:E, E, E, B, M(b))		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: Kolkata, P.S:- Park Street, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Picasso Bithi (Hungerford Street), Road Zone : (On Road – On Road) , Premises No: 4A, , Ward No: 063 Pin Code : 700017






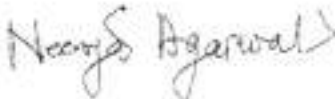



Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	19 Katha 13 Chatak 7 Sq Ft	1/-	17,02,15,969/-	Property is on Road
<b>Grand Total :</b>				<b>32.7067Dec</b>	<b>1 /-</b>	<b>1702,15,969 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	5250 Sq Ft.	1/-	29,92,500/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 1750 Sq Ft., Residential Use, Tiles Floor, Age of Structure: 60 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 1750 Sq Ft., Residential Use, Tiles Floor, Age of Structure: 60 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 2, Area of floor : 1750 Sq Ft., Residential Use, Tiles Floor, Age of Structure: 60 Years, Roof Type: Pucca, Extent of Completion: Complete</p>					
<b>Total :</b>		<b>5250 sq ft</b>	<b>1 /-</b>	<b>29,92,500 /-</b>	









**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Adarsh Agarwala</b> Wife of Manick Agarwala Executed by: Self, Date of Execution: 12/04/2019 , Admitted by: Self, Date of Admission: 12/04/2019 ,Place : Office			
	12/04/2019	LTI 12/04/2019	12/04/2019	
4, Hungerford Street, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: ACXPA2516J, Status :Individual, Executed by: Self, Date of Execution: 12/04/2019 , Admitted by: Self, Date of Admission: 12/04/2019 ,Place : Office				
2	<b>Name</b> <b>Neerja Agarwal</b> Wife of Sajan Kumar Agarwala Executed by: Self, Date of Execution: 12/04/2019 , Admitted by: Self, Date of Admission: 12/04/2019 ,Place : Office			
	12/04/2019	LTI 12/04/2019	12/04/2019	
4, Hungerford Street, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: ACZPA4845L, Status :Individual, Executed by: Self, Date of Execution: 12/04/2019 , Admitted by: Self, Date of Admission: 12/04/2019 ,Place : Office				
3	<b>Rita Agarwala Family Trust</b> 4, Hungerford Street, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 , PAN No.:: AAFAR2419A, Status :Organization, Executed by: Representative, Executed by: Representative			
4	<b>Name</b> <b>Mr Shiv Kumar Agarwal</b> Son of Late Yudhisthir Lal Agarwala Executed by: Self, Date of Execution: 12/04/2019 , Admitted by: Self, Date of Admission: 12/04/2019 ,Place : Office			
	12/04/2019	LTI 12/04/2019	12/04/2019	
4, Hungerford Street, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: ACMPA9313N, Status :Confirming Party, Executed by: Self, Date of Execution: 12/04/2019 , Admitted by: Self, Date of Admission: 12/04/2019 ,Place : Office				

Major Information of the Deed :- I-1903-01559/2019-12/04/2019



5	Name	Photo	Finger Print	Signature
	<b>Mr Satyam Agarwal</b> Son of Mr Shiv Kumar Agarwala Executed by: Self, Date of Execution: 12/04/2019 , Admitted by: Self, Date of Admission: 12/04/2019 ,Place : Office			
	12/04/2019	LTI 12/04/2019	12/04/2019	
4, Hungerford Street, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: ACUPA0855F, Status :Confirming Party, Executed by: Self, Date of Execution: 12/04/2019 , Admitted by: Self, Date of Admission: 12/04/2019 ,Place : Office				
6	Name	Photo	Finger Print	Signature
	<b>Mr Shubham Agarwala</b> Son of Mr Shiv Kumar Agarwala Executed by: Self, Date of Execution: 12/04/2019 , Admitted by: Self, Date of Admission: 12/04/2019 ,Place : Office			
	12/04/2019	LTI 12/04/2019	12/04/2019	
4, Hungerford Street, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: ACUPA0856G, Status :Confirming Party, Executed by: Self, Date of Execution: 12/04/2019 , Admitted by: Self, Date of Admission: 12/04/2019 ,Place : Office				

#### Developer Details :







SI No	Name,Address,Photo,Finger print and Signature
1	<b>SOUBHAGYA NIRMAN LLP</b> 2/5., Sarat Bose Road, P.O:- ELGIN ROAD, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700020 , PAN No.:: ADIFS8213L, Status :Organization, Executed by: Representative

#### Representative Details :

SI No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Mr Shiv Kumar Agarwal</b>            Son of Late Yudhisthir Lal Agarwala            Date of Execution - 12/04/2019, , Admitted by: Self, Date of Admission: 12/04/2019, Place of Admission of Execution: Office         </td> <td></td> <td></td> <td></td> </tr> <tr> <td>Apr 12 2019 6:06PM</td> <td>LTI 12/04/2019</td> <td>12/04/2019</td> <td></td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	<b>Mr Shiv Kumar Agarwal</b> Son of Late Yudhisthir Lal Agarwala Date of Execution - 12/04/2019, , Admitted by: Self, Date of Admission: 12/04/2019, Place of Admission of Execution: Office				Apr 12 2019 6:06PM	LTI 12/04/2019	12/04/2019	
Name	Photo	Finger Print	Signature										
<b>Mr Shiv Kumar Agarwal</b> Son of Late Yudhisthir Lal Agarwala Date of Execution - 12/04/2019, , Admitted by: Self, Date of Admission: 12/04/2019, Place of Admission of Execution: Office													
Apr 12 2019 6:06PM	LTI 12/04/2019	12/04/2019											

Major Information of the Deed :- I-1903-01559/2019-12/04/2019

4, Hungerford Street, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , PAN No.:: ACMPA9313N Status : Representative, Representative of : Rita Agarwala Family Trust (as Trustee)

2	Name	Photo	Finger Print	Signature
	<b>Mr Nav Ratan Goenka</b> Son of Late Kishori Lal Goenka Date of Execution - 12/04/2019, , Admitted by: Self, Date of Admission: 12/04/2019, Place of Admission of Execution: Office			
		Apr 12 2019 6:07PM	LTI 12/04/2019	12/04/2019
	6, Alipore Park Road, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , PAN No.:: ADSPG7579B Status : Representative, Representative of : Rita Agarwala Family Trust (as Trustee)			
3	Name	Photo	Finger Print	Signature
	<b>Mr Ashok Saraf (Presentant )</b> Son of Mr Santosh Kumar Saraf Date of Execution - 12/04/2019, , Admitted by: Self, Date of Admission: 12/04/2019, Place of Admission of Execution: Office			
		Apr 12 2019 6:07PM	LTI 12/04/2019	12/04/2019
	Burdwan Road, Flat No: 5B, 14/2, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AJQPS0820D Status : Representative, Representative of : SOUBHAGYA NIRMAN LLP (as Partner)			

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Sukhendu Samanta</b> Son of Sahadeb Samanta Rampur Chak, P.O:- Shyamchak, P.S:- Debra, District:-Paschim Midnapore, West Bengal, India, PIN - 721301			
	12/04/2019	12/04/2019	12/04/2019
Identifier Of Adarsh Agarwala, Neerja Agarwal, Mr Shiv Kumar Agarwal, Mr Satyam Agarwal, Mr Shubham Agarwala, Mr Shiv Kumar Agarwal, Mr Nav Ratan Goenka, Mr Ashok Saraf			

Major Information of the Deed :- I-1903-01559/2019-12/04/2019



**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Adarsh Agarwala	SOUBHAGYA NIRMAN LLP-10.9022 Dec
2	Neerja Agarwal	SOUBHAGYA NIRMAN LLP-10.9022 Dec
3	Rita Agarwala Family Trust	SOUBHAGYA NIRMAN LLP-10.9022 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Adarsh Agarwala	SOUBHAGYA NIRMAN LLP-1750.00000000 Sq Ft
2	Neerja Agarwal	SOUBHAGYA NIRMAN LLP-1750.00000000 Sq Ft
3	Rita Agarwala Family Trust	SOUBHAGYA NIRMAN LLP-1750.00000000 Sq Ft

**Endorsement For Deed Number : I - 190301559 / 2019****On 12-04-2019****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 16:01 hrs on 12-04-2019, at the Office of the A.R.A. - III KOLKATA by Mr Ashok Saraf .

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 17,32,08,469/-

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

Execution is admitted on 12/04/2019 by 1. Adarsh Agarwala, Wife of Manick Agarwala, 4, Hungerford Street, P.O: Circus Avenue, Thana: Shakespeare Sarani, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700017, by caste Hindu, by Profession Others, 2. Neerja Agarwal, Wife of Sajan Kumar Agarwala, 4, Hungerford Street, P.O: Circus Avenue, Thana: Shakespeare Sarani, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700017, by caste Hindu, by Profession Others, 3. Mr Shiv Kumar Agarwal, Son of Late Yudhisthir Lal Agarwala, 4, Hungerford Street, P.O: Circus Avenue, Thana: Shakespeare Sarani, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700017, by caste Hindu, by Profession Others, 4. Mr Satyam Agarwal, Son of Mr Shiv Kumar Agarwala, 4, Hungerford Street, P.O: Circus Avenue, Thana: Shakespeare Sarani, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700017, by caste Hindu, by Profession Others, 5. Mr Shubham Agarwala, Son of Mr Shiv Kumar Agarwala, 4, Hungerford Street, P.O: Circus Avenue, Thana: Shakespeare Sarani, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700017, by caste Hindu, by Profession Others

Indetified by Sukhendu Samanta, , Son of Sahadeb Samanta, Rampur Chak, P.O: Shyamchak, Thana: Debra, , Paschim Midnapore, WEST BENGAL, India, PIN - 721301, by caste Hindu, by profession Service

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

Execution is admitted on 12-04-2019 by Mr Shiv Kumar Agarwal, Trustee, Rita Agarwala Family Trust (Trust), 4, Hungerford Street, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017

Indetified by Sukhendu Samanta, , Son of Sahadeb Samanta, Rampur Chak, P.O: Shyamchak, Thana: Debra, , Paschim Midnapore, WEST BENGAL, India, PIN - 721301, by caste Hindu, by profession Service

Execution is admitted on 12-04-2019 by Mr Nav Ratan Goenka, Trustee, Rita Agarwala Family Trust (Trust), 4, Hungerford Street, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017

Indetified by Sukhendu Samanta, , Son of Sahadeb Samanta, Rampur Chak, P.O: Shyamchak, Thana: Debra, , Paschim Midnapore, WEST BENGAL, India, PIN - 721301, by caste Hindu, by profession Service

Major Information of the Deed :- I-1903-01559/2019-12/04/2019

Execution is admitted on 12-04-2019 by Mr Ashok Saraf, Partner, SOUBHAGYA NIRMAN LLP (LLP), 2/5,, Sarat Bose Road, P.O.- ELGIN ROAD, P.S.- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700020

Indefied by Sukhendu Samanta, , Son of Sahadeb Samanta, Rampur Chak, P.O: Shyamchak, Thana: Debra, , Paschim Midnapore, WEST BENGAL, India, PIN - 721301, by caste Hindu, by profession Service

#### **Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 4,05,032/- ( B = Rs 4,05,000/- ,E = Rs 28/- ,M (b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 4,05,032/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/04/2019 11:20AM with Govt. Ref. No: 192019200004955901 on 12-04-2019, Amount Rs: 4,05,032/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 771956772 on 12-04-2019, Head of Account 0030-03-104-001-16

#### **Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,071/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 75,071/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 159917, Amount: Rs.100/-, Date of Purchase: 15/03/2019, Vendor name: Suranjan Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/04/2019 11:20AM with Govt. Ref. No: 192019200004955901 on 12-04-2019, Amount Rs: 75,071/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 771956772 on 12-04-2019, Head of Account 0030-02-103-003-02



**Probir Kumar Golder**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - III KOLKATA**  
**Kolkata, West Bengal**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2019, Page from 67465 to 67543

being No 190301559 for the year 2019.



Digitally signed by PROBIRKUMAR  
GOLDER  
Date: 2019.04.25 15:44:57 +05:30  
Reason: Digital Signing of Deed.

(Probir Kumar Golder) 4/25/2019 3:44:42 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - III KOLKATA  
West Bengal.

(This document is digitally signed.)

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DATED THIS DAY OF 2019

BETWEEN

ADARSH AGARWAL & ORS.

... OWNERS

AND

SHIV KUMAR AGARWALA & ORS.

... CONFIRMING PARTY

AND

SOUBHAGYA NIRMAN LLP

... DEVELOPER

AGREEMENT

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