

4085/2023

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भारतीय गैर न्यायिक

पचास
रुपये
₹.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



AG 567668

Certified that the Document is admitted of Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

Additional Registrar of Assurances-IV, Kolkata

20 MAR 2023

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DEVELOPMENT AGREEMENT

Additional Registrar of Assurances-IV, Kolkata

THIS AGREEMENT made this 26th day of January Two Thousand and Twenty Three, **BETWEEN ARCH GRIHA NIRMAN PRIVATE LIMITED** (having PAN AAFCA2450E and CIN U70101WB2005PTC103609), a Company within the meaning of The Companies Act, 2013, having its registered office at 99A, Park Street, Police Station and Post Office - Park Street, Kolkata - 700016, District -

Arch Griha Nirman Pvt. Ltd.
[Signature]
Director / Autho. Signatory

Siddha Real Estate Development Private Limited
[Signature]
Director.

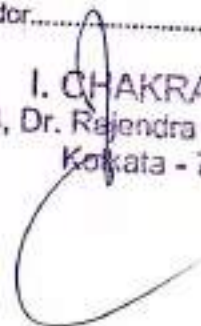
385975

Siddha Real Estate Development (P) Ltd.
99A, Park Street
Kolkata-700 016

24 NOV 2022

Name
Address
Vendor

I. CHAKRABORTY
6B, Dr. Rajendra Prasad Sarani
Kolkata - 700 001



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
20 MAR 2023



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



192022230339601668

GRN Details

| | | | |
|-------------------|---------------------|---------------------|-------------------------|
| GRN: | 192022230339601668 | Payment Mode: | SBI Epay |
| GRN Date: | 20/03/2023 11:05:55 | Bank/Gateway: | SBIEpay Payment Gateway |
| BRN : | 8996549077325 | BRN Date: | 20/03/2023 11:06:26 |
| Gateway Ref ID: | 113749573 | Method: | Federal Bank NB |
| GRIPS Payment ID: | 200320232033960165 | Payment Init. Date: | 20/03/2023 11:05:55 |
| Payment Status: | Successful | Payment Ref. No: | 2000721773/1/2023 |
| | | | [Query No*/Query Year] |

Depositor Details

| | |
|---------------------------|-------------------------|
| Depositor's Name: | Mr Sushanta Basu |
| Address: | 99A Park Street kolkata |
| Mobile: | 9007009383 |
| Period From (dd/mm/yyyy): | 20/03/2023 |
| Period To (dd/mm/yyyy): | 20/03/2023 |
| Payment Ref ID: | 2000721773/1/2023 |
| Dept Ref ID/DRN: | 2000721773/1/2023 |

Payment Details

| Sl. No. | Payment Ref No | Head of A/C Description | Head of A/C | Amount (₹) |
|---------|-------------------|------------------------------------------|--------------------|--------------|
| 1 | 2000721773/1/2023 | Property Registration- Stamp duty | 0030-02-103-003-02 | 75020 |
| 2 | 2000721773/1/2023 | Property Registration- Registration Fees | 0030-03-104-001-16 | 21 |
| | | | Total | 75041 |

IN WORDS: SEVENTY FIVE THOUSAND FORTY ONE ONLY.

PAID



Kolkata represented by its Director, **Mr. Siddharth Sethia** (having PAN ALOPS6172L and AADHAAR 765822538915) son of Sri Laxmi Pat Sethia, by faith Hindu, by nationality Indian, by occupation Business, working for gain at Siddha Park, 99A, Park Street, 6th Floor, Police Station and Post Office - Park Street, Kolkata - 700016, District - Kolkata (hereinafter referred to as "the **OWNER**", which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors and/or permitted assigns) of the **ONE PART AND SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED** (having PAN **AAJCS6830L** and **CIN U45400WB2006PTC107215**), a Company within the meaning of The Companies Act, 2013, having its registered office at 99A, Park Street, 6th floor, Police Station and Post Office - Park Street, Kolkata - 700016, District - Kolkata represented by its Director **Mr. Sanjay Jain** (having PAN ACKPJ7811L and AADHAAR 741014287810) son of Late Amar Chand Jain, by faith Hindu, by nationality Indian, by occupation Business, working for gain at Siddha Park, 99A, Park Street, 6th Floor, Police Station and Post Office - Park Street, Kolkata - 700016, District - Kolkata (hereinafter referred to as "the **DEVELOPER**", which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors and/or assigns) of the **OTHER PART**:

WHEREAS:

- A. The Owner hereto is the absolute owner of **ALL THOSE** the pieces and parcels of land containing an aggregate area of **728** Decimal (equivalent to **7.28** acre) more or less situate lying at and comprising of several Dags in Mouza Kalikapur (J.L. No. 40) and Mouza Ganragari (J.L. No. 37) both within Police Station Rajarhat, in the District of North 24-Parganas (morefully described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as "the **said Properties**").
- B. The said Properties includes a 10 (ten) meter wide strip of land (hereinafter referred to as "the **Project Access Land**" and shown in the plan annexed hereto) to be used for access from the municipal/PWD road by the Owner, the Developer, the Buyers and certain other persons permitted by the Owner including for adjacent lands to be developed by the Owner in future.
- C. The Owner, being desirous of causing the said Properties to be developed and commercially exploited, approached the Developer and upon mutual discussions and negotiations by and between the Parties, the Developer has agreed to develop the



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said Properties for mutual benefit and for the consideration and on the terms and conditions hereinafter contained.

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

1. DEFINITIONS AND INTERPRETATIONS:

1.1 In these presents unless there be something contrary or repugnant to the subject or context:

- (a) **"Architects"** shall mean such architect as may be appointed by the Developer for the Project.
- (b) **"Association"** shall mean one or more Association of Persons, Society, Company or other body that may be formed of the buyers of the Saleable Areas along with the Owner and the Developer in respect of the Unsold Areas for operation, maintenance and management of the Common Areas and Installations and other Common Purposes (defined below);
- (c) **"Building Complex"** shall mean and include the said Properties and New Buildings thereon having the Common Areas and Installations.
- (d) **"Building Plan"** shall mean the plan to be caused to be prepared by the Developer from the Architects for construction of New Buildings at the said Properties and to be sanctioned by the concerned authorities and include all modifications thereof and/or alterations thereto as may be necessary and/or required by the Developer from time to time and done with the recommendation of the Architects.
- (e) **"Buyers"** shall mean the persons desirous of owning the Saleable Areas and who have entered into agreement in writing with the Parties hereto to purchase the same.
- (f) **"Common Areas And Installations"** shall mean and include the areas, installations and facilities as be expressed or intended by the Developer for common use of the Owner, the Developer and the buyers in such manner and to such extent as the Developer at its sole discretion deems fit and proper, it being clarified that it shall be within the rights of the Developer to include or exclude any part of the

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Building Complex so as to form part of or not to form part of the Common Areas and Installations.

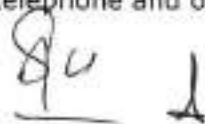
- (g) **"Common Expenses"** shall mean and include all costs, charges and expenses incurred for operation, maintenance and management of the Common Areas and Installations and other Common Purposes (defined below).
- (h) **"Common Purposes"** shall mean and include the purposes of operation, maintenance and management of the Common Areas and Installations; rendition of common services in common to the buyers; collection and disbursement of the Common Expenses (defined above); regulating mutual rights, obligations and liabilities of the buyers; and dealing with the matters of common interest of the buyers.
- (i) **"Deposits"** shall mean the deposits to be taken by the Developer from the buyers of the Saleable Areas as mentioned in Clause 9 hereunder written and such deposits shall not form part of the Gross Revenue of the Project.
- (j) **"Developer's Share of Gross Revenue"** shall mean 63.65% (Sixty three point sixty five percent) of the Realizations/Gross Revenue.
- (k) **"Extras"** shall mean the charges and expenses to be taken by the Developer from the buyers of the Saleable Areas as mentioned in Clause 9 hereunder written and such charges shall not form part of the Gross Revenue/Realizations of the Project.
- (l) **"Gross Revenue Sharing Ratio"** shall mean the ratio of sharing of the Gross Revenue between the Owner and the Developer being 36.35%: 63.65% defined herein.
- (m) **"New Buildings"** shall mean the residential buildings and other structures to be constructed by the Developer at the said Properties and wherever the context so permits or intends shall include the Parking Spaces thereat.
- (n) **"Owner's Share of Gross Revenue"** shall mean 36.35% (thirty six point thirty five percent) of the Gross Revenue/Realizations.
- (o) **"Parking Spaces"** shall mean and include the covered, open and mechanized parking spaces at the said Properties for parking of motor cars and two wheelers as planned by the Developer.
- (p) **"Project"** shall mean (i) development of the said Properties (including the Project Access Land) into a Building Complex by constructing the Saleable Areas and making the same fit for habitation, (ii) sale of all



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the Saleable Areas in the Building Complex in favour of the Buyers and (iii) all acts deeds and things to be done or caused to be done in respect of the construction and sale of Saleable Areas as per the terms of this Agreement.

- (q) **"Project Access Land"** shall mean a 10 (ten) meter wide strip of land forming part of the said Properties to be used to access the municipal/PWD road by the Owner, the Developer, the Buyers and other persons permitted by the Owner including for adjacent lands to be developed by the Owner in future.
- (r) **"Project Advocates"** unless changed by the Developer, shall mean Messrs. Pankaj Shroff & Co., Advocates of "Diamond Heritage", N611, 6th floor, 16 Strand Road, Kolkata-700001, for the Project and the Owner accepts such appointment.
- (s) **"Project Bank Account"** shall mean a bank account to be opened for depositing all Realizations/Gross Revenue generated from the Project and operated only for distribution of such Realizations between the Parties hereto as and in the manner mentioned in Clause 8 hereunder.
- (t) **"Realizations"** or **"Gross Revenue"** shall mean the sale proceeds, booking amounts, advances and other incomings realized from sale of the Saleable Areas or any part thereof and from transfer of any rights/privileges at the said Properties to the proposed buyers as mentioned in clause 8 hereunder, but shall not include the Extras, Deposits and Goods & Services Tax as mentioned in clause 9 hereunder.
- (u) **"said Properties"** shall mean the pieces and parcels of land containing an aggregate area of **728** Decimal (equivalent to **7.28** acre) more or less situate and lying at and comprising of several Dags in Mouza Kalikapur (J.L. No. 40) and Mouza Ganragari (J.L. No. 37) both within Police Station Rajarhat, in the District of North 24-Parganas (more fully and particularly mentioned and described in the **First Schedule** hereunder written) together with the structures thereat, which inter-alia includes full free unfettered heritable and transferable right and easement of ingress and egress, by day and night, to pass and repass over and along the Project Access Land with or without men materials agents and vehicles and also to lay drainage sewage water gas and other pipelines and to erect light-posts electric telephone and other poles upon and under the Project Access Land.





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- (v) **"Saleable Areas"** shall mean and include the Units (being flats/ apartments/ shops/ showrooms), parking spaces, balconies/terraces attached to Units and other areas in the Building Complex capable of being transferred independently or as appurtenant to any Unit and shall also include any area, signage right, or other right/privilege in the Building Complex capable of being commercially exploited or transferred for money as may be decided by the Developer.
- (w) **"Specifications"** shall mean the specifications in accordance with which the New Buildings shall be constructed, erected and completed and the same shall be decided by the Developer in consultation with the Architects.
- (x) **"Units"** shall mean and include the residential flats/ apartments/ shops/ showrooms and other spaces to be constructed by the Developer and contained in the New Buildings at the said Properties.
- (y) **"Unsold Areas"** shall mean such Saleable Areas in respect of which no agreement for sale and/or transfer and/or bookings are made at the time of the concerned authority issuing its completion certificate/partial completion certificate in respect of the New Buildings at the said Properties.
- (z) The term or expression **'Party'** according to the context refers to the Owner or the Developer and the term or expression **'Parties'** refers to the Owner and the Developer jointly.

- 1.2 The paragraph heading and clause titles appearing in this agreement are for reference only and shall not affect the construction or interpretation of any terms hereof.
- 1.3 A singular number/word includes the plural, and vice versa.
- 1.4 A word which suggests one gender includes the other genders.
- 1.5 A Clause includes sub-clause/s, if any, thereof.
- 1.6 If a word has been defined, another part of speech of such word shall have the corresponding meaning.

2. **REPRESENTATIONS:**

- 2.1 The Owner have represented and assured the Developer, inter alia, as follows:

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- (a) **That** the Owner is the absolute owner of the said Properties and has a marketable title thereto;
- (b) **That** the Owner is in khas, vacant, peaceful and exclusive possession of the said Properties;
- (c) **That** the said Properties are free from all encumbrances, mortgages, charges, liens, lispendens, attachments, uses, debutters, trusts, leases, tenancies, occupancy rights, bargadars, vesting, acquisition, requisition, alignment, claims, demands and liabilities whatsoever or howsoever;
- (d) **That** no person other than the Owner has any right title or interest in the said Properties or any part thereof;
- (e) **That** there is no excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 contained in the said Properties;
- (f) **That** there is no impediment in the development and transfer of the said Properties and transfer of the Saleable Areas including under the provisions of the West Bengal Land Reforms Act, 1955 and the West Bengal Estates Acquisition Act, 1953;
- (g) **That** there is no insolvency, bankruptcy or liquidation proceeding pending or threatened against the Owner;
- (h) **That** the share, right, title and interest of the Owner in the said Properties is not mortgaged or the subject matter of any lien charge or guarantee with any lender, bank or financial institution.

2.2 The Developer has represented and assured the Owner inter alia, as follows:

- a) **That** the Developer has adequate experience, skill, expertise, infrastructure, licenses, permissions, power, capacity and finances for carrying out its obligations under this Agreement including payment of the security deposits as well as undertaking the present project for constructing and developing the Building Complex at the said Properties as contemplated herein;
- b) **That** the Memorandum and Articles of Association permit the Developer to undertake the activities covered by this Agreement;
- c) **That** there is no insolvency, bankruptcy or liquidation proceeding pending or threatened against the Developer;

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- d) **That** the Developer shall not abandon, delay or neglect the Said Project and shall accord the highest priority, financial as well as infrastructural, to the Said Project

3. AGREEMENT, CONSIDERATION AND APPOINTMENT:

- 3.1 The Parties have entered into this Agreement relying on the aforesaid representations made to each other and believing the same to be true and correct.
- 3.2 The Owner doth hereby provide and grant license to the Developer in respect of the lands contained in the said Properties, free from all encumbrances and liabilities, and permit and grant the Developer the sole and exclusive right and authority to demolish the structures thereat in terms hereof and to construct and develop New Buildings at the said Properties in the manner mentioned hereunder at its own cost and to market, commercially exploit and sell or otherwise transfer all the Saleable Areas thereat and do all acts deeds and things to be done or caused to be done in connection therewith, for mutual benefit and for the consideration and on the terms and conditions hereinafter contained.
- 3.3 The Developer shall construct and develop the New Buildings on the said Properties at its own costs and expenses as per the Specifications as the Developer deems fit and to deposit the security deposits mentioned hereinbelow to the Owner and to comply with its other obligations herein contained.
- 3.4 The Owner's Share of Gross Revenue shall be 36.35% (thirty-six point thirty five per cent) of the Gross Revenue/Realizations. The Developer's Share of Gross Revenue shall be the remaining 63.65% (sixty three point sixty five per cent) of the Realizations/Revenue.
- 3.5 All Realizations made by the Developer from sale of the Saleable Areas shall be deposited in the Project Bank Account as mentioned in clause 8 herein below AND the Gross Revenue generated from the Project shall be shared between the Owner and the Developer in the Gross Revenue Sharing Ratio as defined in the Agreement.

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- 3.6 With effect from the date of execution hereof and subject to the terms and conditions hereinafter contained, the Owner shall be entitled to the (a) Owner's Share of Gross Revenue, (b) 36.35% of the Unsold Areas and (c) other rights and benefits hereby granted to the Owner hereunder or intended so to be AND the Developer shall be entitled to the (a) Developer's Share of Gross Revenue, (b) entirety of the Extras, Deposits and GST (Goods and Services Tax) as herein mentioned, (c) 63.65% of the Unsold Areas, and (d) other rights and benefits granted to the Developer hereunder or intended so to be.

4. SECURITY DEPOSIT, TITLE DEEDS AND PROJECT FINANCE:

- 4.1 **Interest Free Refundable Security Deposit:** The Developer shall deposit and keep deposited with the Owner a sum of Rs.100,00,00,000/- (Rupees one hundred crore only) as interest free refundable security deposit. Out of the said interest free refundable security deposit of Rs.100 crore, a sum of Rs.30,00,00,000/- (Rupees thirty crore only) shall be deposited with the Owner within 30 days of execution of these presents and the balance sum of Rs.70,00,00,000/- (Rupees seventy crore only) shall be deposited with the Owner within a period of 02 years from the date of commencement of construction of the New Buildings.
- 4.2 **Refund of Security Deposit:** Unless otherwise expressly agreed in writing between the Parties hereto, the said interest free security deposit amount shall be refunded by the Owner to the Developer within 30 days of the concerned authority issuing the occupancy/completion certificate in respect of the said Project.
- 4.3 **Title Deeds:** Simultaneously with the execution hereof, the original title deeds and other papers and documents of the said Properties establishing the title of the Parties hereto to the said Properties have been delivered by the Owner to the Developer and the same shall be kept in the custody of the Developer. The Developer shall be entitled to give inspection and/or production of such original title deeds before any of the authorities, banks or Buyers. In case the Developer obtains project finance from any financial institution then the Developer shall be entitled to deposit the title deeds with such financial institution for obtaining such finance. Upon completion of construction of the Building Complex and sale of all Saleable Areas in entirety

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and formation of the Association of the Buyers, the original title deeds of the said Properties shall be delivered by the Developer to such Association. In case of the Developer obtaining any Project Finance it shall be the obligation of the Developer to get Title Deeds released from the Financial Institution and deliver the same to the Association.

- 4.4 Project Finance:** The Developer may arrange for financing of the Project (**Project Finance**) by a Bank/Financial Institution (**Banker**). Such Project Finance can be secured on the strength of the security of the Developer's Entitlement and construction work-in-progress/receivables to the extent pertaining to the Developer's Entitlement but collateral security may be created by depositing the original title deeds of the Said Premises, in which event the Custodian shall handover the original title deeds and link deeds to the Developer. The Owners shall deposit the title deeds of the Said Premises with the Banker but on the clear understanding that the Banker shall have no right of recovery against the Owners and the Owners' Entitlement. For this purpose, the Owners undertake to sign and execute all necessary documents and if required by the Banker, the Owners shall join as consenting party to create a charge in favour of Banker for availing such Project Finance. For the avoidance of doubt it is clarified that the Owners shall at all times be obligated to sign and execute all documents required by the Banker for the Developer availing Project Finance. It is further clarified that the Developer shall solely remain liable and responsible for repayment of the amounts so borrowed together with the interest and penal interest accrued due thereon and shall keep the Owners and/or its partners and officers saved, harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings including litigation costs.

- (a) In case owing to any loans or finances obtained by the Developer as aforesaid, the Owner suffers any losses damages actions claims demand or proceedings due to any non-repayment, delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of such loan or liability whatsoever, the Developer shall indemnify and keep the Owner fully saved harmless and indemnified in respect thereof.

5. OBLIGATIONS OF THE OWNER:






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5.1 **License to the Developer:** The Owner shall, upon receipt of the interest free refundable security deposit committed within 30 days of execution of these presents, grant license to the Developer to enter upon the said Properties to undertake the Project with effect from the date of sanction of the Building Plan.

5.1.1 It is clarified that granting of license to the Developer to enter upon the said Properties to undertake the Project shall not be construed as making over of possession of the said Properties unto the Developer by the Owner within the meaning of Section 53A of The Transfer of Property Act, 1882 and that grant of such license shall be deemed to be license within the meaning of Section 52 of the Easements Act, 1882 and will not tantamount to legal possession to the Developer until the agreed share of Gross Revenue/Realization is fully received by the Owner.

5.2 **Mutation, Conversion and Taxes:** The Owner has, at its own costs and expenses, caused to be mutated its name in respect of major portion of the said Properties in the records of the concerned B.L. & L.R.O. The Owner shall, at its own costs and expenses, cause to be (a) mutated its names in the records of the concerned B.L.&L.R.O. as owner/raiyat of the remaining portion of the said Properties and (b) converted the nature of use of the land comprised in the said Properties to 'residence/bastu/bahutal abason' in the records of the concerned B.L.&L.R.O. It is made clear that the Developer shall not liable to pay or contribute any costs or expenses of such mutation or conversion. In the event any fees or government levy or arrear taxes required to be paid for such mutation and conversion is paid by the Developer the same shall be deemed to have been paid by the Developer on behalf of the Owner and the Owner shall reimburse the same to the Developer in the manner mentioned below. All municipal rates taxes, khajana and other outgoings payable in respect of the said Properties up to the date of sanction of the Building Plan shall be borne paid and discharged by the Owner. In the event any such municipal rates taxes, khajana and other outgoings are paid by the Developer, then the Owner shall reimburse the same to the Developer.

5.3 **Project Access Land:** The Owner has informed by the Developer that the Project Access Land forming part of the said Properties shall always be kept open to sky and be used by the Developer and the Buyers and other persons

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MINISTRY OF HEALTH
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permitted by the Owner as access to other portions of the said Properties and other adjacent properties from the municipal/PWD road with full free unfettered heritable and transferable right and easement of ingress and egress, by day and night, to pass and repass over and along the Project Access Land with or without men materials agents and vehicles and also to lay drainage sewage water gas and other pipelines and to erect light-posts electric telephone and other poles upon and under the Project Access Land.

- 5.4 **Ensure Continuing Marketability:** The Owner shall ensure that they will keep their title to the said Properties (including the Project Access Land) marketable and free from all encumbrances and liabilities whatsoever till completion of the Project.
- 5.5 **Title and Indemnity:** Notwithstanding the aforesaid, in case any encumbrance, defect or deficiency in title is found to be affecting the said Properties (including the Project Access Land) or any part thereof or any person lawfully claims title thereto, the Owner shall remove and cure the same at its own costs and expenses promptly and within 90 days of receiving a notice from the Developer and shall keep the Developer and the Buyers saved harmless and indemnified of and from any losses, damages, costs, claims, demands, actions and proceedings in this regard. The Developer shall assist the Owner to the best of their ability for the aforesaid.
- 5.6 **Liabilities /Disputes:** Any old and /or future liability /disputes arising in relation to the said Properties (including the Project Access Land) shall be resolved /settled exclusively at the cost and consequences of the Owner. The Owner shall ensure that the said Properties remain free from all encumbrances and its title remains clear and marketable till the Project is completed.
- 5.6.1 It is expressly agreed between the Parties hereto that in case any amount is required to be paid for ensuring the marketability of title of the Owner to the said Properties till the date of the completion of the Project in all respect, the same shall be borne and paid by the Owner.

6. **CONSTRUCTION AND DEVELOPMENT OF THE BUILDING COMPLEX BY THE DEVELOPER:**

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- 6.1 **Survey & Soil Testing:** From the date of execution hereof, the Developer shall at its own costs and expense be entitled to carry out necessary survey and soil testing and other preparatory works in respect of the development of the said Properties.
- 6.2 **Preparation and Sanction of Building Plan:**
- (a) The Developer shall cause to be prepared from the Architects the plan for development of the said Properties and construction of the New Buildings and after the same are prepared, the Developer shall deliver a copy of such proposed plan to the Owner for their record. While causing to be prepared the Building Plan from the Architects, the Developer shall try to utilize the maximum FAR (Floor Area Ratio) available on the said Properties.
 - (b) The Developer shall apply for and obtain sanction of plan from the concerned authorities by making payment of the sanction fees for development of the said Properties and construction of the New Buildings.
 - (c) The Developer shall be entitled to make such modifications, additions or alterations to the sanctioned Building Plan as approved by the Architects.
 - (d) All costs, charges, fees and expenses that may be required for preparation and sanction of the Building Plan and/or modifications thereof shall be borne and paid by the Developer.
- 6.3 **Demolition of Existing Structures:** The Developer may demolish or may cause to be demolished the existing buildings and structures at the said Properties as the Developer may deem fit and proper. In case of demolition of the existing buildings and structures, all proceeds realized from the sale of debris shall belong to the Developer only.
- 6.4 **Approvals for Development:** Other than those necessary acts agreed to be complied by the Owner herein and in terms hereof for the purpose of development of the said Properties, the Developer shall, at its own costs and expenses, apply for and obtain all other permissions, clearances, no objection certificates and other approvals in the name of the Owner, as may be required for carrying out development of the Building Complex.

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6.5 **Construction:** The Developer shall, at its own costs and expenses, construct and build the Building Complex (including the Common Areas and Installations) as per the Specifications decided by the Developer in consultation with the Architects upon due compliance of the Building Plan and laws affecting the same. The Developer shall have the option to construct the Project in phases and/or obtain partial completion certificate in respect of the said Project.

- (a) The Developer shall be in the control, management and supervision of all construction and development activities at the said Properties from the date hereof.
- (b) At all times during the construction of the Building Complex, the Owner and/or their authorized agents will be at liberty to view the progress thereof upon giving 48 hours' prior notice in writing.

6.6 **Construction Team:** The Architects and the entire team of people required for planning and construction of the Building Complex shall be such persons as may be selected by the Developer. All persons employed/engaged by the Developer for the purpose of construction such as architects, contractors, engineers, labourers, care-takers, etc., shall be the persons under appointment from and/or employees of the Developer and the Owner shall not in any way be liable or responsible for their salaries, wages, remuneration etc., or their acts in any manner and shall have no responsibility towards them or any of them and all the responsibilities in that behalf shall be of the Developer.

- (a) The Developer hereby undertakes to keep the Owner indemnified against all third party claims, accidents, mishaps, actions arising out of any sort of act or omission of the Developer or its employed/engaged persons and/or construction team during the period of development of the said Properties and construction of the New Buildings and for the period thereafter as prescribed under the laws.
- (b) The Developer hereby undertakes to keep the Owner indemnified against all claims for damages for belated completion of the Project from third party vendors and Buyers

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- (c) The Developer hereby undertakes to keep the Owner indemnified against any defects in construction/ quality claims or any other claims arising from Buyers
- (d) The Developer hereby undertakes to keep the Owner indemnified against any penalty or claim by any person, local authority or other authority for infringement of any law or rules or for not complying with the rules and regulations relating to the construction

6.7 Utilities required for construction and use of the Building Complex:

The Developer in its name and in the name of the Owner shall be entitled to apply for and obtain temporary and/or permanent connections of water, electricity, drainage, sewerage and/or other utilities inputs and facilities from the appropriate authorities required for development of the Building Complex, at its own cost. Without affecting its entitlement as aforesaid, the Developer shall be entitled to use the existing connections of water, electricity, drainage, sewerage and/or other utilities inputs and facilities at the said Properties and costs for use of such existing utilities and facilities shall be a part of cost of development of the Building Complex and be borne and paid by the Developer.

- 6.8 General Authority:** The Developer shall be authorized and empowered in the name of the Owner to apply for and obtain all permissions, approvals and clearances from any authority whether local, state or central for the construction of the Building Complex and also to sign and execute all plans, sketches, papers and applications and get the same submitted to and sanctioned by the appropriate authorities from time to time for making constructions, reconstructions, modifications, additions and/or alterations in or for the Building Complex or any portion thereof and/or for obtaining any utilities and permissions and/or doing all acts deeds and things in compliance of the Building Plan and laws affecting the same as they may be advised by its Architects or directed by the Kolkata Municipal Corporation or other authorities.

- 6.9 Time for Completion of Construction:** Subject to Force Majeure (defined below) and the Owner complying with their obligations mentioned in Clause 5 hereinabove, the Developer shall construct the Projector the first phase thereof and obtain partial completion certificate/completion certificate within 60 (sixty) months from the date of sanction of Building Plan. In case the

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Developer constructs the Building Complex in more than one phase and/or obtain partial completion certificate for the first phase of the Building Complex, the Developer shall construct and complete the remaining Building Complex within 60 (sixty) months from the date of commencement of construction for the second phase and obtain completion certificate. The Building Complex shall be deemed to complete upon the issuance of the completion certificate by the Architects and/or the concerned authority in respect thereof. It has been further agreed between the Parties that construction of the of the subsequent phases /blocks will commence on the basis of sales movement of the previous phase, i.e. construction of each phase/block will commence only after booking of 60% units of the previous phase/block.

- (a) **"Force Majeure"** shall mean delays or obstruction or interference whatsoever in compliance of any obligation of the respective Party hereunder or arising out here-from, due to (i) acts of god (ii) acts of nature such as earthquake, storm, lightning, flood, calamity, etc. (iii) acts of war (iv) fire (v) insurrection (vi) terrorist action (vii) civil unrest, civil commotion, riots, political unrest, etc. (viii) non-availability of essential building materials or labour (ix) any notice, order of injunction, litigation, attachments, etc., (x) any injunctions/orders of any government, municipality and other authorities restraining the construction of the New Buildings at the said Properties or any part thereof, (xi) any rule or notification of the government or any other public authority and (xii) any act of government such as change in legislation or enactment of new law or restrictive laws or regulations; or (xiii) any disruptions caused do to pandemic/epidemic/lockdown (xiv) any other activity or circumstance beyond the control of the Party in default.

- 6.10 **RERA:** The Developer agrees, covenants and undertakes to carry out the construction and completion of the Project at its own costs and expenses and to also obtain registration under and compliance of all the provisions of Real Estate (Regulation and Development) Act, 2016 ("RERA") include the rules and regulations framed thereunder and any other laws applicable to the Project and shall keep the Owner fully saved harmless and indemnified from any kind of violations or defaults thereof;

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7. MARKETING, PRICING, BROKERAGE AND SALE OF SALEABLE AREAS:

- 7.1 **Marketing and Pricing:** The Owner agrees to and doth hereby appoint the Developer to be exclusively entitled to do or assign the marketing of the entire Saleable Areas in the Building Complex (including the share of the Owner therein) i.e. to say (i) advertise and publicize via all medias, put hoardings, print pamphlets/brochures, digital marketing, etc. for the Project, (ii) appoint consultants, marketing agents, brokers, selling agents for the Project and (iii) do all acts deeds and things required for the marketing of the Saleable Areas in the Building Complex to sell and transfer the same to Buyers. All marketing expenses for the Project shall be borne and paid by the Developer. The base-rate for sale of flats and other units comprised in the Saleable Areas shall be fixed by the Developer keeping in view the market-demand and market-prices in the vicinity.
- 7.2 **Brokerage:** The Parties have agreed that all brokerage payable to marketing agents for mediating sale of the Saleable Areas shall be exclusively borne and paid by the Developer and the Owner shall not be required to bear and pay the same or any part thereof.
- 7.3 **Transfer:** The sale and transfer of the Saleable Areas shall be carried out and conducted by the Developer on the following terms and conditions:
- (i) **Bookings and Allotments:** The Developer shall be entitled to accept bookings and make allotments, in respect of any Unit, Parking Space or other Saleable Areas in favour of any Buyer on such terms and conditions as it may deem fit and proper and to cancel revoke or withdraw the same if the situation so warrants according to the Developer.
 - (ii) **Scheme of Sale and Transfer:** The proportionate share in the land of the said Properties attributable to the concerned Saleable Areas shall be conveyed by the Owner and the built-up/constructed areas and car parking spaces and the properties appurtenant thereto shall be sold conveyed and transferred by the Developer.
 - (iii) **Sale and Transfer to be free from all encumbrances:** The sale of the Saleable Areas (including the land contained in the said Properties or any share thereof as being property appurtenant to any Saleable

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Area) in favour of Buyers shall be free from encumbrances created made done or suffered by the Owner or the Developer and any claim, liability or encumbrance (not being any encumbrance created pursuant to any Buyer taking housing loan) if so found to be affecting such Saleable Area shall be promptly and diligently cleared by the Party responsible for the same.

- (iv) **Documentation:** All agreements, contracts, deeds and other documents for sale and transfer of the Saleable Areas in the Building Complex shall be prepared and finalized by the Project Advocates.

7.4 If so required by the Owner, the Developer will send a list of all agreements for sale executed in respect of any portion of the Saleable Areas with any Buyer to the Owner for their record on monthly basis, i.e. within the 15th day of the subsequent month for all agreements executed in the previous month.

8. PROJECT BANK ACCOUNT, REALIZATIONS AND ACCOUNTING:

8.1 **Project Bank Account:** All Realizations being the sale proceeds, consideration, advances and other incomings received from the sale or otherwise transfer of the Saleable Areas or any part thereof or in any way relating to the Project (including the Extras, Deposits and GST as mentioned in Clause 9 hereunder) shall be deposited in a specified bank account to be opened by such name as be decided by the Developer and operated by the Developer solely being the Project Bank Account.

- (a) All Buyers will be required to be notified about the Project Bank Account. All cheques and other instruments for the consideration, Extras, Deposits and GST for receiving payments of the Realizations relating to the Saleable Areas shall be in the name of the said Project Bank Account and all booking forms and agreements shall specify the requirement for payment of the same by the Buyers in the name of the said Project Bank Account.
- (b) All receipts issued by the Developer shall be deemed to have been issued by the Developer for self and on behalf of the Owner and shall be binding on the Owner and shall be a valid discharge to the persons making such payment. All Taxes Deducted at Source (TDS) by the Buyers shall be from the Owner's and Developer's Account in the Gross Revenue Sharing Ratio. It is expressly clarified that at the end of the

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- financial year, the Owner and the Developer shall reconcile the TDS and the Owner's share of TDS reflected in the Permanent Account Number (PAN) of the Developer shall be paid to the Owner by the Developer annually within 30 days from the end of the financial year.
- (c) It has been agreed between the Parties that the Developer shall provide the cumulative list of bookings and amounts received towards the realization in the Project Bank Account to the Owner on monthly basis. The Developer shall ensure that the cumulative list of amounts received towards the realization in the Project Bank Account as and when provided are true and complete in all respects.
- (d) The Parties hereby agree that the Developer shall provide estimated budgets containing forecasts of revenue and expenditure proposed to be incurred on the Project within 30 days of the execution of this Agreement.
- (e) It has been agreed between the Parties that the Developer shall get the degree of completion of the Project certified by a Chartered Engineer on a yearly basis.

The Project Bank Account shall be an escrow account with clear standing instructions to the banker that upon any credit in such Project Bank Account, 35% of such amount shall be immediately transferred to one or more bank accounts of Owner (Owner Bank Account 1) towards meeting the obligation of payment of balance refundable interest free security deposit and balance 65% would be credited to the designated bank account of Developer (Developer Bank Account 1) to be opened in same bank.

- 8.2 **Distribution of Realizations:** It is expressly agreed between the Parties that the Owner's share of Realizations are to be paid within 30 days of the concerned authority issuing the occupancy/completion certificate in respect of the said Project/ part of the project OR the total realizations from the said Project exceeding INR 190 crs (Rupees One Hundred Ninety Crores only), whichever is earlier in the following manner:

- (e) 36.35% of the Realizations (except GST, Extras and Deposits) subject to deduction of tax at source, if applicable, towards the Owner Share of Gross Revenue shall be paid by the Developer to the Owner from

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the Project Bank Account to the designated Bank Account of the Owner ("Owner Bank Account 2").

- (ii) Remaining Realizations shall belong to the Developer towards the Developer's Share of Gross Revenue and shall be paid from the Project Bank Account to the designated Bank Account of the Developer ("Developer Bank Account 2").

All Extras, Deposits and GST charged to the Buyers shall be paid to and received by the Developer only in the manner mentioned in Clause 9 hereunder. In case any amount on account of Extras, Deposits or GST is paid from the Project Bank Account to the Owner, the same shall be forthwith returned by the Owner to the Developer.

- 8.3 **Retention of Realizations for the time being by the Developer:** It is expressly clarified that for the first 02 (two) years from the date of commencement of construction of the New Buildings or till the Realizations of Rs.190 (Rupees One hundred and ninety) crore is achieved from the Project, whichever is earlier, all Realizations shall be retained by the Developer and any amount paid by the Developer to the Owner shall be only towards meeting the liability of interest free security deposit as mentioned in clause 4.1 above AND immediately upon total Realisations from the Project exceed INR 190 crs (Rupees One hundred Ninety Crores) the Developer shall be obligated to pay to the Owner its share of the Realizations in excess of INR 190 crs (Rupees One hundred Ninety Crores) retained by the Developer

- 8.4 **Accounting:** The Developer will intimate the Owner about the total Realization amount made from the sale of the Saleable Areas of the Project for their record on monthly basis, i.e. within the 15th day of the subsequent month for all agreements executed in the previous month along with the corresponding true and complete cumulative list of amounts received towards the realization in the Project Bank Account in such month.

9. **EXTRAS, DEPOSITS AND GST:**

- 9.1 **Extras:** In addition to the price of Units comprised in the Saleable Areas, the Developer shall be entitled to charge from the Buyers of the Saleable Areas in the Building Complex certain expenses concerning the Project mentioned under the heading 'Extras' in the **SECOND SCHEDULE** hereunder written.

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- 9.2 **Deposits:** The Developer shall also be entitled to take deposits on certain heads to secure the obligations and liabilities of the Buyers mentioned under the heading "Deposits" in the **SECOND SCHEDULE** hereunder written.
- 9.3 **GST:** The Goods and Services Tax ('GST') charged to and received from the Buyers shall be transferred to the Project Bank account to be operated by the Developer to meet the payments on account of GST. In case any other tax, levy or imposition by any name called is introduced or becomes chargeable to and received from the Buyers in addition to GST then the same shall also be transferred to such account. The Developer shall make timely payment of GST and other taxes collected from the Buyers to the concerned authority and keep the Owner indemnified against any claims in this regards.
- 9.4 It is expressly agreed between the Parties that any amount received from the Buyers on account of Extras, Deposits and GST shall be appropriated exclusively by the Developer to its own account in its entirety and the Developer shall account for the same. Upon completion of construction of the Building Complex and formation of the association of the Buyers, the Developer shall transfer the refundable deposits lying with it to such association of the Buyers after appropriation if any.

10. UNSOLD AREAS:

- 10.1 Out of the Saleable Areas, in respect of which no bookings and/or agreement for sale are made upon the receipt of the completion of construction of the New Buildings and issuance of the completion certificate by the concerned authority in respect of the New Buildings (herein defined and referred to as "**Unsold Areas**"), such Unsold Areas shall be identified and allocated by and between the Parties hereto amongst themselves at a mutually agreed date after issuance of the completion certificate by the concerned authority in respect of the New Buildings in the Gross Revenue Sharing Ratio (i.e. 36.35% of the Unsold Areas as identified together with the proportionate undivided share in the land of the said Properties and in the Common Areas and Installations attributable thereto shall be allocated to the Owner (hereinafter referred to as "the **Owner's Areas**") and 63.65% of the Unsold Areas as identified together with the proportionate undivided share in the land of the said Properties and the Common Areas and Installations attributable thereto

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shall be allocated to the Developer (hereinafter referred to as "the **Developer's Areas**"}). Such separate allocation shall be done on pari-passu basis (having regard to location, floor, nature of use, etc.) and in a manner so that there is no extra advantage arising therefrom to either the Owner or the Developer.

- 10.2 All Extras, Deposits and GST mentioned in clauses 9.1, 9.2 and 9.3 above in respect of the Owner's Areas in the New Buildings shall be the liability of the Owner and those in respect of the Developer's Areas shall be liability of the Developer and the same shall be paid after identification and allocation of the respective areas of the Parties hereto as be mutually agreed between them.
- 10.3 Further, the Owner shall bear and pay the maintenance charges and other outgoings in respect of the Owner's Areas and those payable in respect of the Developer's Areas shall be borne and paid by the Developer.
- 10.4 In case of separate identification and allocation of the Unsold Areas as stipulated in Clause 10.1 hereinabove, the Parties have agreed that:
- (a) The Owner's Areas shall absolutely belong to the Owner and the Developer's Areas shall absolutely belong to the Developer.
 - (b) The Owner shall be entitled to sell and transfer the Owner's Areas independent of the Developer to Intending Buyers at such consideration and on such terms and conditions as it may deem fit and proper without the consent of the Developer and/or to retain and own the same for its sole benefit, subject to payment of extras, deposits and GST, as specified in Clause 9, as may be attributable to such retained area, and likewise the Developer shall be entitled to sell and transfer the Developer's Areas independent of the Owner to Intending Buyers at such consideration and on such terms and conditions as it may deem fit and proper without the consent of the Owner and/or to retain and own the same for its sole benefit. However, the deed of conveyance for transferring the Owner's Areas as well as the Developer's Areas (including the undivided proportionate share in the land and common areas appertaining thereto) shall be executed by both the Owner as well as the Developer jointly in respect of the Owner's Areas as well as the Developer's Areas.

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11. POWERS OF ATTORNEY:

- 11.1 The Owner shall simultaneously with the execution hereof or at the request of the Developer execute and/or register one or more Powers of Attorney in favour of the Developer granting all necessary powers and authorities to implement and effectuate this agreement and any other agreements entered between the Parties in connection with development and commercial exploitation of the Project including for the development of the Building Complex and commercial exploitation of the Saleable Areas, sanction modification and/or alteration of the Building Plan, construction of the Building Complex, booking and entering into agreement for sale, supplemental agreements, cancellation of agreements, deed of conveyance conveying proportionate share in the land comprised in the said Properties and the Owner's right title and interest of and in the said Properties and/or any other documents for the sale of the Saleable Areas, etc. in favour of Buyers and to appear on behalf of the Owner before the concerned authorities to get the same registered.
- 11.2 The Owner confirms and accepts that inasmuch as all such powers of attorneys to be granted by it to the Developer as aforesaid are coupled with interest of the Developer in the said Properties and the New Buildings to be constructed thereon and to fulfill the obligations as contained herein by the Developer, the powers of attorney shall be binding on all the successor or successors-in-interest of the Owner and the Owner shall not be entitled to nor shall revoke or cancel the same until this Agreement is fully implemented and effectuated and the entire Saleable Areas are conveyed to the prospecting buyers.
- 11.3 It is further understood that to facilitate the construction of the Building Complex by the Developer various acts deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owner and various applications and other documents may be required to be signed or made by the Owner from time to time relating to which specific provisions may not have been mentioned herein and for that the Owner hereby agrees to do all such acts, deeds, matters and things and execute such application papers and such further/additional Power of Attorney and/or authorization as may be required by the Developer.

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- 11.4 While exercising the powers and authorities under the power or powers of attorney granted or to be granted by the Owner in terms hereof, the Developer shall ensure that no civil, criminal or financial obligation is imposed or subjected upon the Owner and the Developer shall not do any act, deed, matter or thing which would in any way infringe the rights of the Owner and/or go against the spirit of this Agreement or whereby the Owner suffers any loss or damage and the Developer shall keep the Owner fully saved harmless and indemnified from any loss damage action claim demand or proceeding arising thereby.

12. COMMON PURPOSES:

- 12.1 As a matter of necessity the Developer and all Buyers deriving right title or interest from them shall in occupying, using and enjoying their respective areas would be bound and obliged to observe fulfill and perform the rules regulations obligations covenants and restrictions from time to time be put in force by the Developer for the quiet and peaceful use enjoyment and management of the Building Complex and in particular the Common Areas and Installation and to pay, regularly and punctually, municipal and other rates and taxes, water tax, electricity charges, and all other taxes, impositions, levies, fees, cess, betterment fees or development charges, statutory liabilities under any statute rules and regulations and other outgoings whether existing or as may be imposed or levied or enhanced at any time in future on or in respect of their respective areas in the Building Complex and also to pay proportionate share of the common expenses and monthly maintenance charges, etc., at such rate as be determined by the Developer for the Building Complex.
- 12.2 The Developer shall form one or more Associations of the Buyers who have purchased residential Units or commercial Units in the Building Complex for the operation maintenance and management of the Common Areas and Installations and rendition of common services in common to all the Owner and occupiers thereof and dealing with matters of Common Purposes and until such time such association is formed, the Developer or its nominee shall look after such activities.

13. OWNER'S COVENANTS:

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- 13.1 The Owner doth hereby agree and covenant with the Developer to render all assistance and co-operation to the Developer for all or any of the purposes contained in this agreement and not to cause any interference or hindrance in the construction of the Building Complex at the said Properties by the Developer and/or sale of the Saleable Areas in terms hereof and not to do any act deed or thing whereby any right of the Developer hereunder may be affected or the Developer is prevented from making or proceeding with the Project.
- 13.2 The Owner doth hereby further agree and covenant with the Developer not to let out, grant lease/license, mortgage, charge, sell, transfer, alienate or otherwise encumber or part with possession of or create any interest of a third party into or upon the said Properties or any part or portion thereof or any construction thereon as from the date hereof save only in accordance with the terms and conditions hereof.

14. DEFAULTS:

- 14.1 In case the Developer fails and/or neglects to complete the construction of the New Buildings and obtain the completion certificate from the concerned authority in respect thereof within the period (including the grace period) stipulated in Clause 6.9 hereinabove, the Developer shall be liable to pay the Owner the sums mentioned below, as pre-determined liquidated damages:
- (a) for first six months of delay – Rs.10,00,000/- (Rupees Ten Lac only) per month of delay;
 - (b) after six months of delay – Rs.15,00,000/- (Rupees Fifteen lac only) per month of delay.
- 14.2 Under the provisions laid down under the Real Estate Regulatory Act (**Said Act**), the Developer has to deposit 70% of the revenue earned (**Said Fund**) in a designated Bank Account towards ensuring development work and would only have access to the Said Fund upon submission of authenticated reports /certificates in the manner prescribed under the Said Act. If the Developer fails to pay the Owner's share to the Owner, comprised in the Said Fund, within 15 days from the date of release of the Said Fund by the Authority

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under the Said Act, the Developer shall be liable to pay the Owner a penalty as stated below:

- (a) for first six months of delay – penalty @ 12% per annum payable on prorated basis on the payable amount for the period of delay.
- (b) after six months of delay – penalty @ 24% per annum payable on prorated basis on the payable amount for the period of delay.

14.3 In case the Developer is wound-up, liquidated, declared insolvent or bankrupt, the Owner shall be entitled to terminate the contract envisaged herein and either Party shall be entitled to refer the matter for arbitration and seek relief and damages against the other in accordance with law before the arbitral tribunal.

14.4 Save for the reasons mentioned in clause 14.3 above, it is expressly agreed between the Parties that neither the Owner nor the Developer shall be entitled to cancel or rescind this contract under any circumstances whatsoever.

14.5 The Parties have expressly agreed that neither Party shall be entitled to claim losses from the other Party on account of loss of business, anticipated loss of profits, loss of goodwill, etc.

14.6 Nothing contained hereinabove shall affect the right of either party to sue the other for specific performance of this contract and/or damages.

15. INDEMNITY:

15.1 Both the Parties shall indemnify and keep the other party fully saved harmless and indemnified of and from all or any loss damage cost claim demand action prosecution penalty or proceeding that they or any of them may suffer or incur owing to any default or negligence of the other in carrying out their respective obligations in terms of this Agreement.

16. MISCELLANEOUS:







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- 16.1 All municipal rates taxes, khajana and other outgoings payable in respect of the said Properties from the date of sanction of the Building Plan till the date of issuance of the completion certificate for the Building Complex, shall be borne and paid by the Developer. With effect from the date of completion certificate being issued in respect of the Building Complex, the Developer or the Buyers, as the case may be, shall bear all such municipal rates taxes and other outgoings in respect of their share in the Project.
- 16.2 The Buyers shall be entitled to take housing loans from any Banks or Financial Institutions for the purpose of payment of the price/consideration, extras, deposits, GST etc. payable by them in respect of their respective Saleable Areas.
- 16.3 In case any additional area beyond what has been sanctioned for the said Building Plan can be constructed at the said Properties or any part thereof, due to changes in any law, rules, regulations or bye-laws or otherwise, the Gross Revenue realized from sale and transfer of such additional construction and all appertaining right title and interest therein and in the said Properties shall accrue to and belong to the Owner and the Developer in the same Gross Revenue Sharing Ratio mentioned above and such additional construction shall be developed on the same principles herein contained. In this regard, it is reiterated that all fees costs and expenses for sanction and construction of such additional area beyond what is sanctioned under the said Building Plan shall be borne and paid by the Developer alone.
- 16.4 The carpet area, built-up area and super built-up area of all the units in the Building Complex, shall be such as be determined by the Architects.
- 16.5 The name of the Building Complex shall be 'Siddha Serena' unless otherwise changed by the Developer.
- 16.6 The Owner hereby undertakes that without prior written permission of the Developer, the Owner shall not be entitled in any manner to assign and/or transfer this Development Agreement and/or rights under this Agreement and/or their respective share right title interest and possession in the said Properties to any one whosoever. Likewise, the Developer hereby undertakes that without prior written permission of the Owner, the Developer shall not be entitled in any manner to assign and/or transfer this Development





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Agreement and/or rights under this Agreement to any one whatsoever, however the Developer shall be entitled to get investors for development of the said Properties on such terms as may be decided by the Developer but are not contradictory to the clauses in this Agreement and without affecting or diluting the rights and interest of the Owner under this Agreement.

- 16.7 Each party represents and warrants that it has the full right and authority to enter into this Agreement. Each party represents and warrants that it has and covenants that it shall continue to have full right and authority to perform its obligations hereunder. The signatories of each party represent and warrant that they have full right and authority to execute this Agreement on behalf of each such party.
- 16.8 If any of the provisions of this Agreement is held or found to be unenforceable, illegal or void, all other provisions will nevertheless continue to remain in full force and effect. The Parties shall nevertheless be bound to negotiate and settle a further provision to this Agreement in place of the provision which is held or found to be unenforceable, illegal or void, to give effect to the original intention of the parties and which would be enforceable, legal and valid.
- 16.9 The failure of either party to insist upon performance of any of the terms or provisions of the Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for exercise of such term, provision, option, right or remedy in future, and the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.
- 16.10 This instrument constitutes the entire agreement between the parties as to the said Properties and/or the subject matter hereof and supersedes all previous writings, if any, with respect thereto.
- 16.11 The provisions of this agreement including the gross revenue sharing ratio between the Developer and the Owner and may be modified or amended by duly executing a supplementary written agreement between the Parties. No modification or amendment to this Agreement shall be valid or binding unless made in writing and duly executed by the Parties.

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16.12 Be it noted that by this development agreement and the related power of attorney, the Developer shall only be entitled to receive consideration money by executing agreement/final document for transfer of property as per provisions laid down in the said documents as a Developer without getting any ownership of any part of the said Properties. This development agreement and the related power of attorney shall never be treated as the agreement/final document for transfer of property between the Owner and the Developer in any way. This clause shall have overriding effect to anything written in these documents in contrary to this clause.

16.13 This Agreement has been executed in two counterparts, each of which shall be deemed to be an original and both counterparts shall together constitute one and the same instrument.

17. NOTICE AND AUTHORITY:

17.1 Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand with acknowledgement receipt or sent by email/registered post/speed post with acknowledgment due at the address of the other party mentioned below or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post/speed post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

Address and Email for communication to the Owner

| | |
|----------------|----------------------------------------------------------------------------------|
| Postal Address | 99A, Park Street, Police Station and Post Office - Park Street, Kolkata - 700016 |
|----------------|----------------------------------------------------------------------------------|

| | |
|-------|-------|
| Email | |
|-------|-------|

Address and Email for communication to the Developer

| | |
|----------------|----------------------------------------------------------------------------------|
| Postal Address | 99A, Park Street, Police Station and Post Office - Park Street, Kolkata - 700016 |
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18. **RELATION ESTABLISHED:** The only relationship between the Owner and the Developer intended to be created by this Agreement is that of development of the said Properties in terms hereof and both being independent entities and neither party shall be considered to be or shall represent themselves/itself to be an agent, employee, partner of the other and at the time of executing this Agreement there is no intention amongst the parties to form any partnership, club, body, group or association of persons or joint venture or any similar collective entity, and nor shall either party transact any business in the name of the other or on the other's behalf or in any manner make any promises, representations or warranties or incur any liability, direct or indirect, contingent or fixed, for or on behalf of the other party, except to the extent and in accordance with the terms and conditions mentioned herein.
19. **ADJUDICATION OF DISPUTES:** In the event of any disputes or differences between the Parties hereto concerning or arising out of this Agreement or in any way connected with the Project, the Parties shall try to resolve the same amicably through mutual discussions, negotiations, mediation by common friends, and in case they fail to resolve the same within 30 days, the Parties may refer the disputes to a sole arbitrator who shall be an eminent and knowledgeable person like a retired Judge or Senior Advocate of Calcutta High Court. Any process of arbitration shall be conducted under the Arbitration and Conciliation Act, 1996, as amended from time to time. The decision of the Arbitral Tribunal, as the case may be, shall be final and binding on both Parties. The arbitration shall be held at Kolkata and in English language. The Arbitrator will be at liberty to give interim orders and/or directions.
20. **JURISDICTION:** Only the Hon'ble High Court at Calcutta and the Courts having territorial jurisdiction over the said Properties shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.

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THE FIRST SCHEDULE ABOVE REFERRED TO:
(said Properties)

ALL THOSE pieces and parcels of land containing an area of **728** Decimal (equivalent to **7.28** acre) more or less situate lying at and comprising of Dag(s) and recorded in Khatian(s) as mentioned in the table hereinbelow, all in Mouzas Kalikapur (J.L. No. 40) and Ganragari (J.L. No. 37), Revenue Survey No.141, within Police Station Rajarhat, in the District of North 24 Parganas under jurisdiction of Patharghata Gram Panchayet and delineated in the plan annexed hereto duly bordered thereon in 'Red':

| SL No | Mouza | R.S. and L.R. Dag No. | Total area in Dag (Dec) | Area involved in the Project (Dec) |
|-------|-----------|-----------------------|-------------------------|------------------------------------|
| 1 | Ganragari | 138 | 60 | 20.1552 |
| 2 | Ganragari | 139 | 52 | 15.1311 |
| 3 | Kalikapur | 1162 | 28 | 0.5924 |
| 3.1 | | | | 1.617 |
| 4 | Kalikapur | 1168 | 38 | 18.8745 |
| 4.1 | | | | 7.4331 |
| 5 | Kalikapur | 1169 | 41 | 3.7253 |
| 5.1 | | | | 32.1647 |
| 6 | Kalikapur | 1171 | 50 | 0.2914 |
| 6.1 | | | | 5.518 |
| 7 | Kalikapur | 1174 | 60 | 32.5571 |
| 7.1 | | | | 2.3505 |
| 8 | Kalikapur | 1175 | 55 | 11.1451 |
| 8.1 | | | | 25.1334 |
| 9 | Kalikapur | 1176 | 70 | 0.4373 |
| 9.1 | | | | 20.3855 |
| 10 | Kalikapur | 1188 | 88 | 10.4359 |
| 11 | Kalikapur | 1189 | 33 | 33 |
| 12 | Kalikapur | 1190 | 31 | 31 |
| 13 | Kalikapur | 1191 | 59 | 59 |
| 14 | Kalikapur | 1192 | 39 | 35.8699 |
| 15 | Kalikapur | 1193 | 29 | 29 |
| 16 | Kalikapur | 1194 | 20 | 20 |
| 17 | Kalikapur | 1195 | 12 | 12 |
| 18 | Kalikapur | 1196 | 6 | 6 |
| 19 | Kalikapur | 1197 | 97 | 97 |
| 20 | Kalikapur | 1198 | 16 | 16 |

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ADDITIONAL REGISTRAR
25 MAR 2023

| | | | | |
|----------------------------------------------|-----------|------|-----|------------|
| 21 | Kalikapur | 1199 | 16 | 3.0137 |
| 22 | Kalikapur | 1200 | 43 | 37.5229 |
| 23 | Kalikapur | 1201 | 66 | 11.1418 |
| 24 | Kalikapur | 1203 | 22 | 11.4909 |
| 25 | Kalikapur | 1204 | 27 | 27 |
| 26 | Kalikapur | 1205 | 65 | 23.6885 |
| 27 | Ganragari | 104 | 1 | 0.3610 |
| 29 | Ganragari | 112 | 37 | 3.0833 |
| 30 | Ganragari | 113 | 32 | 0.3903 |
| 32 | Ganragari | 115 | 9 | 1.0694 |
| 33 | Kalikapur | 1174 | 60 | 2.92 |
| 34 | Kalikapur | 1175 | 55 | 3.3507 |
| 35 | Kalikapur | 1187 | 45 | 2.0746 |
| 36 | Kalikapur | 1188 | 88 | 18.659 |
| 37 | Kalikapur | 1199 | 16 | 3.6508 |
| 38 | Kalikapur | 1201 | 66 | 15.0585 |
| 39 | Kalikapur | 1202 | 35 | 3.8045 |
| 40 | Kalikapur | 1206 | 139 | 9.2794 |
| | Kalikapur | 1207 | 67 | 3.6108 |
| | | | | |
| Total Area in Decimal: | | | | 728 |
| Total Area in Cottahs (more or less): | | | | 441 |

THE SECOND SCHEDULE ABOVE REFERRED TO:
(Extras and Deposits)

EXTRAS shall include:

- (a) the full costs charges and expenses for making by the Developer any additions or alterations and/or for providing at the request of the Buyer any additional facility and/or utility in or relating to the any Unit or Saleable Areas in excess of the standard specifications agreed to be provided for the Project;
- (b) all costs charges and expenses for providing any facility or utility or for any installation or amenity, common or otherwise, in addition or up-gradation to those planned to be provided by the Developer.
- (c) fees, costs, charges and expenses (including service charges and like) for obtaining electricity connection and electricity line in or for the said Properties

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ADDITIONAL REGISTRAR
20 MAR 2023

- (including HT or LT supply, Transformer, Switch gear, cable trench, Sub Station and the like) payable to electricity service provider for electric meter;
- (d) Security deposit and all additional amounts or increases thereof payable to the WBSEB Limited or other electricity service provider for electricity connection at the Building Complex.
 - (e) fees, costs, charges and expenses for installing one or more generators and like other power backup apparatus and all their accessories for the building complex;
 - (f) legal documentation charges;
 - (g) Air Conditioning and/or Air Conditioning Ledge charges;
 - (h) Club membership charges;
 - (i) Cost of formation of service maintenance company/society/association;
 - (j) GST and like taxes on the aforesaid Extras;
 - (i) Such other amounts as the Developer may charge as extra.

DEPOSITS (which shall be interest free) shall include:

- (a) Deposit on account of maintenance charges, common expenses, municipal rates and taxes, etc.;
- (b) Deposit on account of Sinking Fund;
- (c) Such other amounts as the Developer may take as deposit.

(Note: The unadjusted Sinking Fund Amounts shall be transferred to the Association to be formed for the Common Purposes)

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ADDITIONAL REGISTRAR
OF ASSURANCES IN MALAYSIA
20 MAR 2023

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

EXECUTED AND DELIVERED on behalf the within mentioned **OWNER**, by its Authorized Signatory at Kolkata, West Bengal.

Arch. G. S. S. S. Pvt. Ltd.

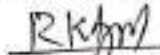
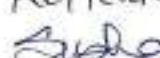
 Director / Authorized Signatory

EXECUTED AND DELIVERED on behalf the within mentioned **DEVELOPER**, by its Authorized Signatory at Kolkata, West Bengal.

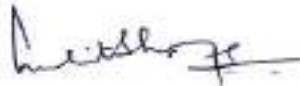
Siddha Real Estate Development Private Limited

 Director.

Witnesses to the above executants:

1. 
 RAJESH. KR. AGARWAL
 S/O. Lt. Omprakash Agarwal
 99A, Park Street
 Kolkata - 700 016
2. 
 SUSHANTA BASU
 S/O H. P. Basu
 99 A Park Street
 Kolkata - 700016

Drafted by me and approved by all parties:

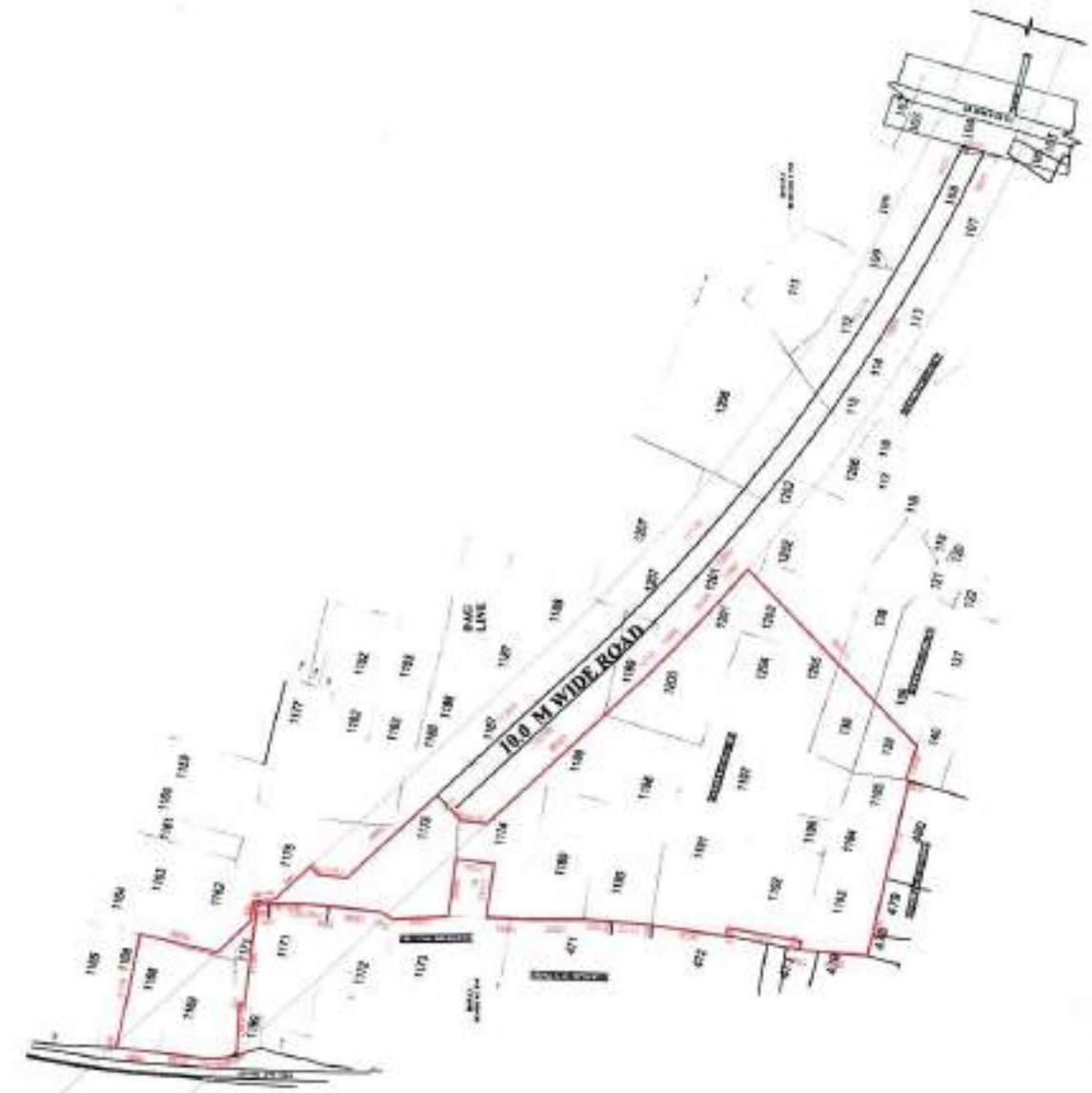


(Ankit Shroff), Advocate
 Pankaj Shroff & Co., Advocates
 Diamond Heritage, N611, 6th floor,
 16 Strand Road, Kolkata - 700001
 Enrolment No. F/66/2008



2

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLLATA
20 MAR 2023



PROJECT :- SIDDHA SERENA

Site plan of ALL THAT land measuring 728
Decimal more or less Mouza Ganragari, J.L.
No. 37, and Mouza Kalikapur, J.L. No. 40,
Police Station Rajarhat, within the jurisdiction
of Patharghata Gram Panchayet,
Sub-Registration District Rajarhat, District
North 24 Parganas.

Arch Griha Nirman Private Limited

• **ARCH GRIHA NIRMAN PVT. LTD.**
[Signature]
Director/Authorised Signatory

DIRECTOR / AUTHORIZED SIGNATORY
Land Owner

Siddha Real Estate Development Pvt. Ltd.
For Siddha Real Estate Development Pvt. Ltd.













Sana Rai
Authorized Signatory
DIRECTOR / AUTHORIZED SIGNATORY
Developer



✓

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
20 MAR 2023

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

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



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
20 MAR 2023

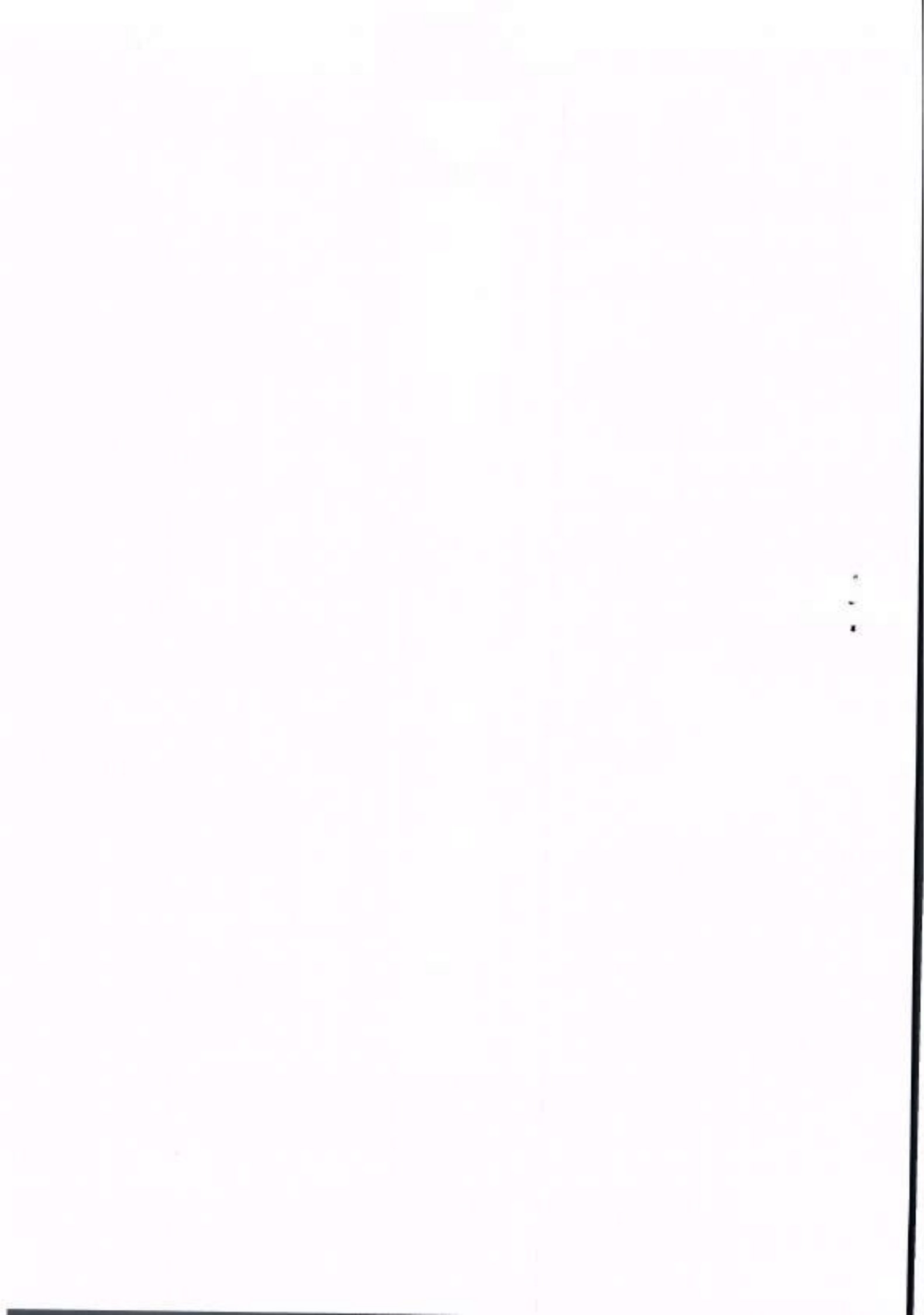
Major Information of the Deed

| | | | |
|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|------------|
| Deed No : | I-1904-04078/2023 | Date of Registration | 20/03/2023 |
| Query No / Year | 1904-2000721773/2023 | Office where deed is registered | |
| Query Date | 17/03/2023 6:30:46 PM | A.R.A. - IV KOLKATA, District: Kolkata | |
| Applicant Name, Address & Other Details | Siddha Group 99 A Park Street, Thana : Park Street, District : Kolkata, WEST BENGAL, PIN - 700016, Mobile No. : 9007408095, Status : Seller/Executant | | |
| Transaction | Additional Transaction | | |
| [0110] Sale, Development Agreement or Construction agreement | [4308] Other than Immovable Property, Agreement [No of Agreement : 2] | | |
| Set Forth value | Market Value | | |
| | Rs. 20,47,69,888/- | | |
| Stampduty Paid(SD) | Registration Fee Paid | | |
| Rs. 75,070/- (Article:48(g)) | Rs. 101/- (Article:E, E) | | |
| Remarks | | | |

Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Kalikapur, JI No: 40, Pin Code : 700135

| Sch No | Plot Number | Khatian Number | Land Proposed | Use ROR | Area of Land | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details |
|--------|-------------------------|----------------|---------------|---------|--------------|-------------------------|-----------------------|------------------------------------------------------------|
| L1 | LR-1162 (RS :-1162) | | Bastu | Shali | 2.2094 Dec | | 9,54,461/- | Width of Approach Road: 10 Ft., Adjacent to Metal Road, |
| L2 | LR-1168 (RS :-1168) | | Bastu | Shali | 26.3076 Dec | | 75,76,589/- | Width of Approach Road: 10 Ft., |
| L3 | LR-1169 (RS :-1169) | | Bastu | Shali | 35.89 Dec | | 1,03,36,320/- | Width of Approach Road: 10 Ft., |
| L4 | LR-1171 (RS :-1171) | | Bastu | Shali | 5.8094 Dec | | 16,73,107/- | Width of Approach Road: 10 Ft., |
| L5 | LR-1174 (RS :-1174) | | Bastu | Shali | 34.9076 Dec | | 1,00,53,389/- | Width of Approach Road: 10 Ft., |
| L6 | LR-1175 (RS :-1175) | | Bastu | Shali | 36.2785 Dec | | 1,04,48,208/- | Width of Approach Road: 10 Ft., |
| L7 | LR-1176 (RS :-1176) | | Bastu | Shali | 20.8228 Dec | | 59,96,966/- | Width of Approach Road: 10 Ft., |
| L8 | LR-1188 (RS :-1188) | | Bastu | Shali | 10.4359 Dec | | 30,05,539/- | Width of Approach Road: 10 Ft., |
| L9 | LR-1189 (RS :-1189) | | Bastu | Shali | 33 Dec | | 95,04,000/- | Width of Approach Road: 10 Ft., |
| L10 | LR-1190 (RS :-1190) | | Bastu | Shali | 31 Dec | | 89,28,000/- | Width of Approach Road: 10 Ft., |
| L11 | LR-1191 (RS :-1191) | | Bastu | Shali | 59 Dec | | 1,69,92,000/- | |
| L12 | LR-1192 (RS :-1192) | | Bastu | Shali | 35.8699 Dec | | 1,03,30,531/- | Width of Approach Road: 10 Ft., |
| L13 | LR-1193 (RS :-1193) | | Bastu | Shali | 29 Dec | | 83,52,000/- | Width of Approach Road: 10 Ft., |



| | | | | | | | | |
|-----|-------------------------|----------------|-------|-------|--------------------|-------------|-----------------------|---------------------------------|
| L14 | LR-1194 (RS :-1194) | | Bastu | Shali | 20 Dec | | 57,60,000/- | Width of Approach Road: 10 Ft., |
| L15 | LR-1195 (RS :-1195) | | Bastu | Shali | 12 Dec | | 34,56,000/- | Width of Approach Road: 10 Ft., |
| L16 | LR-1196 (RS :-1196) | | Bastu | Shali | 6 Dec | | 17,28,000/- | Width of Approach Road: 10 Ft., |
| L17 | LR-1197 (RS :-1197) | | Bastu | Shali | 97 Dec | | 2,79,36,000/- | Width of Approach Road: 10 Ft., |
| L18 | LR-1198 (RS :-1198) | | Bastu | Shali | 16 Dec | | 46,08,000/- | Width of Approach Road: 10 Ft., |
| L19 | LR-1199 (RS :-1199) | | Bastu | Shali | 3.0137 Dec | | 8,67,946/- | Width of Approach Road: 10 Ft., |
| L20 | LR-1200 (RS :-1200) | | Bastu | Shali | 37.5229 Dec | | 1,08,06,595/- | Width of Approach Road: 10 Ft., |
| L21 | LR-1201 (RS :-1201) | | Bastu | Shali | 11.1418 Dec | | 32,08,838/- | Width of Approach Road: 10 Ft., |
| L22 | LR-1203 (RS :-1203) | | Bastu | Shali | 11.4909 Dec | | 33,09,379/- | Width of Approach Road: 10 Ft., |
| L23 | LR-1204 (RS :-1204) | | Bastu | Shali | 27 Dec | | 77,76,000/- | Width of Approach Road: 10 Ft., |
| L24 | LR-1205 (RS :-1205) | | Bastu | Shali | 23.6885 Dec | | 68,22,288/- | Width of Approach Road: 10 Ft., |
| L25 | LR-1174 (RS :-1174) | | Bastu | Shali | 2.92 Dec | | 8,40,960/- | Width of Approach Road: 10 Ft., |
| L26 | LR-1175 (RS :-1175) | | Bastu | Shali | 3.3507 Dec | | 9,65,002/- | Width of Approach Road: 10 Ft., |
| L27 | LR-1187 (RS :-1187) | | Bastu | Shali | 2.0746 Dec | | 5,97,485/- | Width of Approach Road: 10 Ft., |
| L28 | LR-1188 (RS :-1188) | | Bastu | Shali | 18.659 Dec | | 53,73,792/- | Width of Approach Road: 10 Ft., |
| L29 | LR-1199 (RS :-1199) | | Bastu | Shali | 3.6508 Dec | | 10,51,430/- | Width of Approach Road: 10 Ft., |
| L30 | LR-1201 (RS :-1201) | | Bastu | Shali | 15.0585 Dec | | 43,36,848/- | Width of Approach Road: 10 Ft., |
| L31 | LR-1202 (RS :-1202) | | Bastu | Shali | 3.8045 Dec | | 10,95,696/- | Width of Approach Road: 10 Ft., |
| L32 | LR-1206 (RS :-1206) | | Bastu | Shali | 9.2794 Dec | | 26,72,467/- | Width of Approach Road: 10 Ft., |
| L33 | LR-1207 (RS :-1207) | | Bastu | Shali | 3.6108 Dec | | 10,39,910/- | Width of Approach Road: 10 Ft., |
| | | TOTAL : | | | 687.7972Dec | 0 /- | 1984,03,746 /- | |

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Garagari, JI No: 37, Pin Code : 700135

| Sch No | Plot Number | Khatian Number | Land Proposed | Use ROR | Area of Land | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details |
|--------|--------------------|----------------|---------------|---------|--------------|-------------------------|-----------------------|---------------------------------|
| L34 | LR-138 (RS :-138) | | Bastu | Shali | 20.1552 Dec | | 31,92,584/- | Width of Approach Road: 10 Ft., |
| L35 | LR-139 (RS :-139) | | Bastu | Shali | 15.1311 Dec | | 23,96,766/- | Width of Approach Road: 10 Ft., |
| L36 | LR-104 (RS :-104) | | Bastu | Shali | 0.361 Dec | | 57,182/- | Width of Approach Road: 10 Ft., |
| L37 | LR-112 (RS :-112) | | Bastu | Shali | 3.0833 Dec | | 4,88,394/- | Width of Approach Road: 10 Ft., |



| | | | | | | | | |
|-----|-------------------|----------------------|-------|-------|--------------------|-------------|-----------------------|---------------------------------|
| L38 | LR-113 (RS :-) | | Bastu | Shali | 0.3903 Dec | | 61,823/- | Width of Approach Road: 10 Ft., |
| L39 | LR-115 (RS :-115) | | Bastu | Shali | 1.0694 Dec | | 1,69,393/- | Width of Approach Road: 10 Ft., |
| | | TOTAL : | | | 40.1903Dec | 0 /- | 63,66,142 /- | |
| | | Grand Total : | | | 727.9875Dec | 0 /- | 2047,69,888 /- | |




Land Lord Details :




| SI No | Name,Address,Photo,Finger print and Signature |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <p>ARCH GRIHA NIRMAN PRIVATE LIMITED 99A, Park Street, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016 , PAN No.:: AAxxxxxx0E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative</p> |

Developer Details :

| SI No | Name,Address,Photo,Finger print and Signature |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <p>SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED 99A, Park Street, 6th Floor, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016 , PAN No.:: AAxxxxxx0L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p> |

Representative Details :

| SI No | Name,Address,Photo,Finger print and Signature | | | |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| 1 | Name | Photo | Finger Print | Signature |
| | <p>Mr Siddharth Sethia Son of Mr Laxmi Pat Sethia Date of Execution - 26/01/2023, , Admitted by: Self, Date of Admission: 20/03/2023, Place of Admission of Execution: Office</p> |  |  |  |
| | | Mar 20 2023 4:10PM | LTI 20/03/2023 | 20/03/2023 |
| | <p>99A, Park Street, 6th Floor, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: alxxxxxx2I, Aadhaar No: 76xxxxxxxx8915 Status : Representative, Representative of : ARCH GRIHA NIRMAN PRIVATE LIMITED (as Director)</p> | | | |

| Name | Photo | Finger Print | Signature |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| Mr Sanjay Jain (Presentant) Son of Late Amar Chand Jain Date of Execution - 26/01/2023, , Admitted by: Self, Date of Admission: 20/03/2023, Place of Admission of Execution: Office |  <small>Mar 20 2023 4:10PM</small> |  <small>LTI 20/03/2023</small> |  <small>20/03/2023</small> |
| 99A, Park Street, 6th Floor, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: acxxxxxx1I, Aadhaar No: 74xxxxxxxx7810 Status : Representative, Representative of : SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED (as Director) | | | |

Identifier Details :

| Name | Photo | Finger Print | Signature |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| Mr Sumit Mukherjee Son of Mr Malay Mukherjee 72 Banerjee Para Lane, City:- Not Specified, P.O:- Banerjee Para Lane, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700031 |  <small>20/03/2023</small> |  <small>20/03/2023</small> |  <small>20/03/2023</small> |
| Identifier Of Mr Siddharth Sethia, Mr Sanjay Jain | | | |

Transfer of property for L1

| SI.No | From | To. with area (Name-Area) |
|-------|-----------------------------------|-----------------------------------------------------------|
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-2.2094 Dec |

Transfer of property for L10

| SI.No | From | To. with area (Name-Area) |
|-------|-----------------------------------|-------------------------------------------------------|
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-31 Dec |

Transfer of property for L11

| SI.No | From | To. with area (Name-Area) |
|-------|-----------------------------------|-------------------------------------------------------|
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-59 Dec |

Transfer of property for L12

| SI.No | From | To. with area (Name-Area) |
|-------|-----------------------------------|------------------------------------------------------------|
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-35.8699 Dec |

Transfer of property for L13

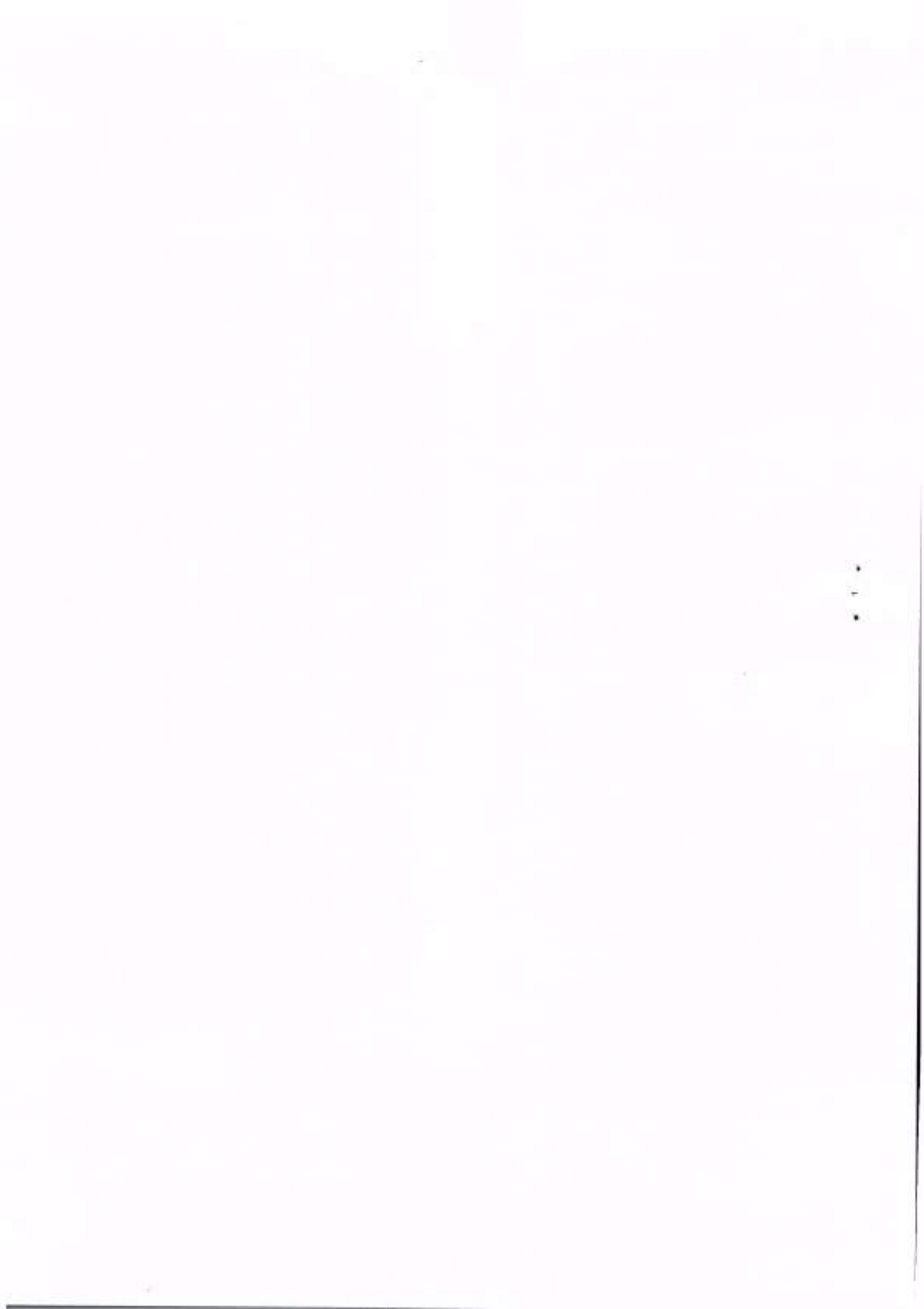
| SI.No | From | To. with area (Name-Area) |
|-------|-----------------------------------|-------------------------------------------------------|
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-29 Dec |

Transfer of property for L14

| SI.No | From | To. with area (Name-Area) |
|-------|-----------------------------------|-------------------------------------------------------|
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-20 Dec |



| Transfer of property for L15 | | |
|-------------------------------------|-----------------------------------|------------------------------------------------------------|
| Sl.No | From | To. with area (Name-Area) |
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-12 Dec |
| Transfer of property for L16 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-6 Dec |
| Transfer of property for L17 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-97 Dec |
| Transfer of property for L18 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-16 Dec |
| Transfer of property for L19 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-3.0137 Dec |
| Transfer of property for L2 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-26.3076 Dec |
| Transfer of property for L20 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-37.5229 Dec |
| Transfer of property for L21 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-11.1418 Dec |
| Transfer of property for L22 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-11.4909 Dec |
| Transfer of property for L23 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-27 Dec |
| Transfer of property for L24 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-23.6885 Dec |
| Transfer of property for L25 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-2.92 Dec |



| Transfer of property for L26 | | |
|------------------------------|-----------------------------------|------------------------------------------------------------|
| Sl.No | From | To. with area (Name-Area) |
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-3.3507 Dec |
| Transfer of property for L27 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-2.0746 Dec |
| Transfer of property for L28 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-18.659 Dec |
| Transfer of property for L29 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-3.6508 Dec |
| Transfer of property for L3 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-35.89 Dec |
| Transfer of property for L30 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-15.0585 Dec |
| Transfer of property for L31 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-3.8045 Dec |
| Transfer of property for L32 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-9.2794 Dec |
| Transfer of property for L33 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-3.6108 Dec |
| Transfer of property for L34 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-20.1552 Dec |
| Transfer of property for L35 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-15.1311 Dec |
| Transfer of property for L36 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-0.361 Dec |



| Transfer of property for L37 | | |
|------------------------------|-----------------------------------|------------------------------------------------------------|
| Sl.No | From | To. with area (Name-Area) |
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-3.0833 Dec |
| Transfer of property for L38 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-0.3903 Dec |
| Transfer of property for L39 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-1.0694 Dec |
| Transfer of property for L4 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-5.8094 Dec |
| Transfer of property for L5 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-34.9076 Dec |
| Transfer of property for L6 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-36.2785 Dec |
| Transfer of property for L7 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-20.8228 Dec |
| Transfer of property for L8 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-10.4359 Dec |
| Transfer of property for L9 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | ARCH GRIHA NIRMAN PRIVATE LIMITED | SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED-33 Dec |

Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Kallikapur, JI No: 40, Pin Code : 700135

| Sch No | Plot & Khatian Number | Details Of Land | Owner name in English as selected by Applicant |
|--------|-----------------------|-----------------|----------------------------------------------------|
| L1 | LR Plot No:- 1162 | | Seller is not the recorded Owner as per Applicant. |
| L2 | LR Plot No:- 1168 | | Seller is not the recorded Owner as per Applicant. |



| | | | |
|-----|-------------------|--|----------------------------------------------------|
| L3 | LR Plot No:- 1169 | | Seller is not the recorded Owner as per Applicant. |
| L4 | LR Plot No:- 1171 | | Seller is not the recorded Owner as per Applicant. |
| L5 | LR Plot No:- 1174 | | Seller is not the recorded Owner as per Applicant. |
| L6 | LR Plot No:- 1175 | | Seller is not the recorded Owner as per Applicant. |
| L7 | LR Plot No:- 1176 | | Seller is not the recorded Owner as per Applicant. |
| L8 | LR Plot No:- 1188 | | Seller is not the recorded Owner as per Applicant. |
| L9 | LR Plot No:- 1189 | | Seller is not the recorded Owner as per Applicant. |
| L10 | LR Plot No:- 1190 | | Seller is not the recorded Owner as per Applicant. |
| L11 | LR Plot No:- 1191 | | Seller is not the recorded Owner as per Applicant. |
| L12 | LR Plot No:- 1192 | | Seller is not the recorded Owner as per Applicant. |
| L13 | LR Plot No:- 1193 | | Seller is not the recorded Owner as per Applicant. |
| L14 | LR Plot No:- 1194 | | Seller is not the recorded Owner as per Applicant. |
| L15 | LR Plot No:- 1195 | | Seller is not the recorded Owner as per Applicant. |
| L16 | LR Plot No:- 1196 | | Seller is not the recorded Owner as per Applicant. |
| L17 | LR Plot No:- 1197 | | Seller is not the recorded Owner as per Applicant. |
| L18 | LR Plot No:- 1198 | | Seller is not the recorded Owner as per Applicant. |
| L19 | LR Plot No:- 1199 | | Seller is not the recorded Owner as per Applicant. |
| L20 | LR Plot No:- 1200 | | Seller is not the recorded Owner as per Applicant. |
| L21 | LR Plot No:- 1201 | | Seller is not the recorded Owner as per Applicant. |
| L22 | LR Plot No:- 1203 | | Seller is not the recorded Owner as per Applicant. |
| L23 | LR Plot No:- 1204 | | Seller is not the recorded Owner as per Applicant. |
| L24 | LR Plot No:- 1205 | | Seller is not the recorded Owner as per Applicant. |
| L25 | LR Plot No:- 1174 | | Seller is not the recorded Owner as per Applicant. |
| L26 | LR Plot No:- 1175 | | Seller is not the recorded Owner as per Applicant. |
| L27 | LR Plot No:- 1187 | | Seller is not the recorded Owner as per Applicant. |
| L28 | LR Plot No:- 1188 | | Seller is not the recorded Owner as per Applicant. |
| L29 | LR Plot No:- 1199 | | Seller is not the recorded Owner as per Applicant. |



| | | | |
|-----|-------------------|--|----------------------------------------------------|
| L30 | LR Plot No:- 1201 | | Seller is not the recorded Owner as per Applicant. |
| L31 | LR Plot No:- 1202 | | Seller is not the recorded Owner as per Applicant. |
| L32 | LR Plot No:- 1206 | | Seller is not the recorded Owner as per Applicant. |
| L33 | LR Plot No:- 1207 | | Seller is not the recorded Owner as per Applicant. |

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Garagari, JI No: 37, Pin Code 700135

| Sch No | Plot & Khatian Number | Details Of Land | Owner name in English as selected by Applicant |
|--------|-----------------------|-----------------|----------------------------------------------------|
| L34 | LR Plot No:- 138 | | Seller is not the recorded Owner as per Applicant. |
| L35 | LR Plot No:- 139 | | Seller is not the recorded Owner as per Applicant. |
| L36 | LR Plot No:- 104 | | Seller is not the recorded Owner as per Applicant. |
| L37 | LR Plot No:- 112 | | Seller is not the recorded Owner as per Applicant. |
| L38 | LR Plot No:- 113 | | Seller is not the recorded Owner as per Applicant. |
| L39 | LR Plot No:- 115 | | Seller is not the recorded Owner as per Applicant. |



On 20-03-2023

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

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

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

Presented for registration at 14:52 hrs on 20-03-2023, at the Office of the A.R.A. - IV KOLKATA by Mr Sanjay Jain ..

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 20,47,69,888/-

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

Execution is admitted on 20-03-2023 by Mr Siddharth Sethia, Director, ARCH GRIHA NIRMAN PRIVATE LIMITED (Private Limited Company), 99A, Park Street, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016

Identified by Mr Sumit Mukherjee, , Son of Mr Malay Mukherjee, 72 Banerjee Para Lane, P.O: Banerjee Para Lane, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700031, by caste Hindu, by profession Service

Execution is admitted on 20-03-2023 by Mr Sanjay Jain, Director, SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED (Private Limited Company), 99A, Park Street, 6th Floor, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016

Identified by Mr Sumit Mukherjee, , Son of Mr Malay Mukherjee, 72 Banerjee Para Lane, P.O: Banerjee Para Lane, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700031, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 101.00/- (E = Rs 21.00/- , I = Rs 55.00/- ,M(a) = Rs 21.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 80.00/-, by online = Rs 21/-

- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
- Online on 20/03/2023 11:06AM with Govt. Ref. No: 192022230339601668 on 20-03-2023, Amount Rs: 21/-, Bank: SBI
- EPay (SBIPay), Ref. No. 8996549077325 on 20-03-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 50.00/-, by online = Rs 75,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 385895, Amount: Rs.50.00/-, Date of Purchase: 24/11/2022, Vendor name: I CHAKRABORTY

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

- Online on 20/03/2023 11:06AM with Govt. Ref. No: 192022230339601668 on 20-03-2023, Amount Rs: 75,020/-, Bank: SBI
- EPay (SBIPay), Ref. No. 8996549077325 on 20-03-2023, Head of Account 0030-02-103-003-02

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



0.00

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2023, Page from 200973 to 201022
being No 190404078 for the year 2023.



Mohul

Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2023.03.21 12:33:09 -07:00
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2023/03/21 12:33:09 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)