

819/2020



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL 1265/20 45AB 879621

Serial No. 1265 of 03/7/20
 BK No. 1 Vol. No. 118 Pages 11
 Being No. 819 Year 2020
 Carriage Paper used.....
 Copying Fee Ordinary.....
 Copying Fee Urgent.....
 Tracing (" - for Map or Plan
 Kerosine.....
 Value of Article (A) & (B).....
 Value of Article (C) & (D).....
 Value of Stamp.....
 Work of Court Fee.....
 Value of Description Form.....
 Cost of Stamp of No.....
 Cost of Service.....
 Total Cost.....
 Copy Fee.....
 Seal and Document.....
 As per Order No.....

38214 - 38284

4.00
 10.00
 10.00
 532.00

 556.00

1265/2020
 Registrar of Assurances
 Kolkata

Additional Registrar of Assurances-L, Kolkata
 03/7/20

12109

Address: **SANJAY KUMAR DAGA**
(Advocate)
2, Gerstin Place,
1st Floor,
Kolkata - 700 001

Re:

Kolkata Collectorate
14, Netaji Subhas Rd.,
Kolkata-1

Date:

Amal K. Saha
Licensed Stamp
Vendor

12 JUN 2020



125 / 1000

I

813 / 1010

2
25/02
2020

12-30



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL
 BNO. 284490/2020

43AB 777816



Certified that the Document is admitted to
 Registration. The Stamp Paper and the
 stamp fee is shown to this document
 and the part of the Stamp.

[Signature]
 Additional Registrar
 of Kankarbagich, Kolkata

25 FEB 2020

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the ...21st ...day of ...February 2020 (Two thousand and Twenty) **BETWEEN 1. SRI ASHOK JHUNJHUNWALA** (Income Tax PAN: ACTR9176D) (ADHAR NO. 9431 1086 6546) son of Late Ram Niwas Jhunjhunwala by Faith Hindu by occupation Business and residing at 18, Jatindra Mohan Avenue, Police station: Burtolla, Post office: Beadon Street, Kolkata - 700006 AND 2. **SRI ADITYA JHUNJHUNWALA** (Income Tax PAN: AEVPJ6366F) (ADHAR NO. 5927 9896 1541) son of Sri Ashok Jhunjhunwala by Faith Hindu by occupation Business and residing at 18, Jatindra Mohan Avenue, Police station: Burtolla, Post office: Beadon Street, Kolkata - 700 006 and 3. **SMT. MANJU JHUNJHUNWALA** (Income Tax PAN: ACXPJ3285H) (ADHAR NO. 2255 1553 1066) wife of Sri Ashok Jhunjhunwala by Faith Hindu by occupation Housewife and residing at 18, Jatindra Mohan Avenue, Police station: Burtolla, Post office: Beadon Street, Kolkata - 700 006 and 4. **SRI AMIT JHUNJHUNWALA** (Income Tax PAN: AFRPJ5772Q) (ADHAR NO. 7921 1877 1444) son of Sri Ashok Jhunjhunwala by Faith Hindu by occupation Business and residing at 18, Jatindra Mohan Avenue, Police station: Burtolla, Post office: Beadon Street, Kolkata - 700 006, hereinafter collectively called and referred to as the "OWNERS" (which

For Damaji Builders Pvt. L.

JHUNJHUNWALA DEVELOPERS PVT. LTD.

[Signature: Ashok Niwas] *[Signature: Ashok Jhunjhunwala]* *[Signature: Amit Jhunjhunwala]*
 Director

14/03/2020 Dues No. 301000028490 / 2020
 Digitally signed by Ashok Jhunjhunwala, DN: cn=Ashok Jhunjhunwala, o=Jhunjhunwala Developers Pvt. Ltd., email=ashok.jhunjhunwala@jhd.com, c=IN

973669

Name: _____
Address: _____
Vendor: _____

SHRI M. JAYARAMAN
2, GARDEN HOUSE,
1st FLOOR,
KORAMBA - 700 004

- 3 FEB 2020

L. CHAKRABORTY
69, Dr. Rajendra Prasad Road,
Kolkata - 700 002

2



Jeeendra Singh
Sp. Lt. Mandrika Singh
Vint Pulp - Dardhet
Dist. Rohtas (Bihar)
Pin-821306
Law Clerk

✓
ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
25 FEB 2020

term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective legal heirs, executor or executors, legal representative or legal representatives, administrators and /or assigns) of the **FIRST PART**,

AND

M/S JHUNJHUNWALA DEVELOPERS PRIVATE LIMITED, (Income Tax PAN no: AAACJ8985F....) a company registered under the companies Act,1956 and having its registered office at 18, Jatindra Mohan Avenue, Police station: Burtolla , Post office: Beadon Street , Kolkata - 700 006, hereinafter called and/or referred to as the **"CONFIRMING PARTY"** (Herein represented by its Director namely, **SRI AMIT JHUNJHUNWALA (Income Tax PAN : AFRPJ5772Q) (ADHAR NO . 7921 1877 1444)** son of Sri Ashok Jhunjhunwala by Faith Hindu by occupation Business and residing at 18, Jatindra Mohan Avenue, Police station: Burtolla , Post office: Beadon Street , Kolkata - 700006 authorized by a Resolution passed at the meeting of Board of Directors on 6th December,2019) (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its Successor/successors-in-office for the time being in force Legal representatives and assigns) of the **SECOND PART** ;

AND

M/S DAMANI BUILDERS PRIVATE LIMITED, (Income tax PAN no: AAACD9198F.) a company registered under the companies Act,1956 and having its registered office at 138, Canning Street, Room no: 219, P.O. khangrapatty, P.S. Hare Street, Kolkata - 700001 (Herein represented by **SRI Ashwini Kumar Damani (Income Tax PAN no: AVUPD0426C.) (Adhar NO.2934 6088 9208)** son of Sri Shrawan Kumar Damani by faith Hindu, by occupation - Business and residing at 10, Lord Sinha Road, Flat no: 15B, 15th Floor, P.S. & P.O. Shakespear Sarani, Kolkata - 700071) authorized by a Resolution passed at the meeting of Board of Directors on 6th December,2019) hereinafter referred to and called as the **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its Successor/successors-in-office for the time being in force Legal representatives and assigns) of the **THIRD PART**;

WHEREAS:

- i) The By a Conveyance dated 26th September, 1966 made between Paresah Chandra Chowdhury & Sudhamoyee chowdhury both trustees to the estate of Paresah Chandra Chowdhury and Sailesh Chandra Choudhury therein collectively referred to as the vendors of the One Part and the said Badridas Daga therein referred to as the Purchaser of the Other Part and registered in Book No. I, Volume No. 528, Pages 285 to 292 , Being no. 5149 for the year 1966 at the office of the Registrar of Assurances, Calcutta the vendors therein sold, conveyed and transferred unto the Purchaser therein All That the message land hereditaments and premises being Nos. 81, 81/1, 82A and 82B Nimbolla Ghat Street, Calcutta irrespective of land condition of the soil together with brick built building standing thereon more fully and particularly described in the schedule therein mentioned subject to existing tenants therein for a consideration therein mentioned.

- ii) By a Declaration dated 1st December,1966 the said Badridas Daga inter alia, declared that the said premises Nos. 81,81/1,82A & 82B, Nimbolla Ghat Street, Calcutta was purchased by the said Badridas Daga for self and his two brothers

AA A7 Amit Amit

Mani

namely Bal Kishan Daga, since deceased, and Jankidass Daga who contributed equally towards consideration for purchasing the said premises which became the joint properties of the said Badridas Daga, Bal Kishan Daga, since deceased and Jankidass Daga in equal share and by the said declaration the said Badridas Daga disclaimed his right, title, interest in respect of 2 shares or 2/3rd share in the said premises nos. 81,81/1, 82A and 82B, Nintolla Ghat Street, Calcutta in favour of his two brothers namely Bal Kishan Daga, since deceased and Jankidass Daga who became absolutely entitled as owners to the said undivided 2/3rd share in the said premises Nos. 81,81/1,82A and 82B, Nintolla Ghat Street, Calcutta, the said Badridas Daga, Bal Kishan Daga, since deceased and Jankidass Daga thus became seized and possessed of and otherwise became well and sufficiently entitled to the said premises nos. 81,81/1,82A & 82B, Nintolla Ghat Street, Calcutta.

- iii) The said Bal Kisan Daga died on 10th May, 1987 after making and publishing his last will and Testament on 14th January, 1987 whereby he bequeathed inter alia his undivided 1/3rd share in the said premises Nos. 81,81/1,82A and 82B, Nintolla Ghat Street, Calcutta in favour of his two sons namely, Raj Kumar Daga one of the Vendors herein and Prem Kumar Daga in equal share and appointed the said Prem Kumar Daga as executor under the said Will.
- iv) On an application for grant of Probate in the High Court at Calcutta (123 of 1988) Probate of the said Will was granted to the Executor namely the said Prem Kumar Daga on 19th July 1988.
- v) The Executor that is Prem Kumar Daga by his act and impliedly assented to the legacy inter alia being the undivided 1/3rd share in the said premises Nos. 81,81/1,82A and 82B, Nintolla Ghat Street, Calcutta in favour of the beneficiaries/legatees namely, the said Raj Kumar Daga and the said Prem Kumar Daga.
- vi) In the premises Sri Prem Kumar Daga became seized and possessed of and entitled to an undivided One-sixth (1/6th share) in **ALL THAT** the undivided 1/6th share hereinafter called the SAID PROPERTY in All That the said properties being the messuage land hereditaments and premises being Nos. 81,81/1,82A and 82B, Nintolla Ghat Street, Calcutta more fully and particularly described in the parts I, II and III of the First Schedule hereunder written (hereinafter referred to as the said Premises or the said properties) AND Sri Badridas Daga, Jankidass Daga and Sri Raj Kumar Daga became seized and possessed of and entitled to an undivided Five-sixth (5/6th share) in **ALL THAT** the undivided 5/6th share hereinafter called the SAID PROPERTY in All That the said properties being the messuage land hereditaments and premises being Nos. 81,81/1,82A and 82B, Nintolla Ghat Street, Calcutta more fully and particularly described in the parts I, II and III of the First Schedule thereunder written (hereinafter referred to as the said Premises or the said properties).
- vii) By a Deed of conveyance dated 1st February 2008 the said Sri Prem Kumar Daga sold transferred and conveyed his undivided One-sixth (1/6th share) in **ALL THAT** the undivided 1/6th share hereinafter called the SAID PROPERTY in All That the said properties being the messuage land hereditaments and premises being Nos. 81,81/1,82A and 82B, Nintolla Ghat Street, Calcutta more fully and particularly described in the parts I, II and III of the First Schedule thereunder written (hereinafter referred to as the said Premises or the said properties) unto and in favour of SRI ASHOK JHUNJHUNWALA, SRI ADITYA JHUNJHUNWALA, SMT. MANJU JHUNJHUNWALA and SRI AMIT JHUNJHUNWALA at or for the consideration

At At Aditya Ant

Manju

mentioned therein and registered the same at the office of the Additional Registrar of Assurances at Kolkata and recorded in Book no: 1, CD volume no: 36, Pages 1422 to 1443 and being Deed no: 11319 for the year 2010.

- viii) By a Deed of conveyance dated 11th December, 2007 the said Sri Badridas Daga, Jankidasa Daga and Sri Raj Kumar Daga sold transferred and conveyed his undivided Five -sixth (5/6th share) in **ALL THAT** the undivided 5/6th share hereinafter called the SAID PROPERTY in All That the said properties being the message land hereditaments and premises being Nos. 81,81/1,82A and 82B, Nimtolla Ghat Street, Calcutta more fully and particularly described in the parts I,II and III of the First Schedule thereunder written (hereinafter referred to as the said Premises or the said properties) unto and in favour of **SRI ASHOK JHUNJHUNWALA , SRI ADITYA JHUNJHUNWALA , SMT. MANJU JHUNJHUNWALA and SRI AMITJHUNJHUNWALA** at or for the consideration mentioned therein and registered the same at the office of the Additional Registrar of Assurances at Kolkata and recorded in Book no: 1, CD volume no: 36, Pages 1401 to 1421 and being Deed no: 11318 for the year 2010.
- ix) In the Premises **SRI ASHOK JHUNJHUNWALA , SRI ADITYA JHUNJHUNWALA , SMT. MANJU JHUNJHUNWALA and SRI AMITJHUNJHUNWALA** being the owners herein became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of **ALL THAT** the said lands measuring a total area of **22 (Twenty Two) Cottahs ,14 (fourteen) sq.ft. more or less** being the message land hereditaments and premises being Nos. 81,81/1,82A and 82B, Nimtolla Ghat Street, Calcutta more fully and particularly described in the parts I,II and III of the First Schedule thereunder written (hereinafter referred to as the said Premises or the said properties).
- x) The owners herein thereafter amalgamated premises no: 82A, 82B and 81/1 Nimtolla Ghat street under an amalgamation order passed by the Kolkata Municipal Corporation Under Letter no: AC(N)/Div-viii/2156/11-12 and has since been renumbered as 82A, Nimtolla Ghat Street and morefully described in the Part-I, Part-II respectively and the amalgamated premises in Part-III of the First Schedule mentioned hereunder and the total area of the amalgamated premises is about **21 (Twenty one) cottahs ,29 (twenty Nine) sq.ft. be the same a little more or less and on actual measurement 1404.682 Sq. Mtrs or 15114 sq.ft. more or less .**
- xi) In the premises the owners are herein are absolutely seized and possessed of **ALL THAT** piece and parcel of land measuring about **21 (Twenty one) cottahs ,29 (twenty Nine) sq.ft. be the same a little more or less and on actual measurement 1404.682 Sq. Mtrs or 15114 sq.ft. more or less** consisting of a separate two storied brick built message tenanted house and corrugated iron shed standing thereon measuring 740 sq.ft. more or less and another structure being partly one storied and partly two storied brick built message tenement or tenanted house measuring 6640 sq.ft. more or less situate lying at and being premises Nos.82A, Nimtolla Nimtolla Ghat Street morefully described in Part-III of the First Schedule mentioned hereunder written and mentioned as the Amalgamated premises being fully tenanted but otherwise free from all encumbrances charges,liens,ispēdēns of whatsoever nature .
- xii) The Owners with the intention of constructing a Multi-storied building on the said land caused a plan sanctioned by the Kolkata Municipal Corporation for construction of a **Basement plus Ground plus Four (B+G+4)** storied Building consisting of

St. A Aditya Amit
Manju

commercial and Residential portions vide plan no: 2014020010 dated 2014 which has been renewed from time to time and is fully valid and subsisting.

- xiii) The Owners further state and confirm that 3 (Three) tenants have since filed 3 (three) cases being Title suit no: 1273, 1274 and 1275 all of 2016 before the city civil court at Calcutta which are still pending and the owners have agreed that all expenses paid by the Developer for handling these cases shall be repaid/adjusted under this Agreement as developer's payment to Owners. The details of cases are as follows:-

Case no:	Name of the tenant	Area & Floor
1273 of 2016-	Biren maity	350 sq.ft - Ground Floor
1274 of 2016-	Jagannath Mondal	140 sq.ft - Ground Floor
1275 of 2016-	Lakhan Doloi	130 sq.ft - Ground Floor

Further stated that any area to be given to such tenants shall be on account of the Owners.

- xiv) The Confirming Party herein coming to know about the intention of the owners herein as aforesaid approached and/or offered to owners herein to construct, erect, develop built and promote the said multistoried building/buildings in the form of housing/commercial and/or housing-cum-commercial complex as per building plan or plans sanctioned and/or approached by the authority concerned on the said premises and the owners herein have agreed to such offer on the stipulated terms and conditions.
- xv) The consideration/s payable as well as benefit/s/arrangements/s to be made for such offer inasmuch as the terms and conditions for such constructions, promotion, erection, building and development of the building and providing the allotted portions and advance money to the owners herein and selling, alienating, transferring, demising, devising, providing and delivering the allotted portions of the Developer herein consisting of units, flats, car parking space etc. at and under the said multistoried building/s of the housing/commercial and/or housing-cum-commercial complex thereof by the Confirming party to the intending purchaser/s and/or buyer/s have been agreed upon by and between the parties herein.
- xvi) By and under an Agreement for development dated 4th June, 2010 the said Owners herein of the First Part and the Developer therein and being the Confirming Party herein of the Second Part wherein the owners assigned the Development work relating to ALL THAT piece and parcel of land measuring about 21 (Twenty one) cottahs ,29 (twenty Nine) sq.ft. be the same a little more or less and on actual measurement 1404.682 Sq. Mtrs or 15114 sq.ft. more or less consisting of a separate two storied brick built messuage tenanted house and corrugated iron shed standing thereon measuring 740 sq.ft. more or less and another structure being partly one storied and partly two storied brick built messuage tenement or tenanted house measuring 6640 sq.ft. more or less situate lying at and being premises Nos.82A, Nimalola Nimalola Ghat Street morefully described in Part-III of the First Schedule mentioned hereunder written and mentioned as the

Dr. A. Anshu Anil
Manager

Amalgamated premises being fully tenanted but otherwise free from all encumbrances charges, liens, liabilities of whatsoever nature unto and in favour of the Developer therein and being the Confirming Party herein and the terms, conditions, enumerations, provisions, covenants and others for the Developer therein providing owners allocation and advance money to the owners herein and selling, alienating, transferring, demising, devising, providing and delivering the allotted portions of the Developer therein and being the Confirming Party herein consisting of units, flats, car parking space etc. at and under the said multistoried building/s of the said housing/commercial and/or housing-cum-commercial complex thereof by the Developer therein and being the Confirming Party herein to the intending purchaser/s and/or buyer/s and other were written in the said Development Agreement and the said Development Agreement was not registered.

- xvii) The said owners (Sri Ashok Jhunjhunwala, Smt. Manju Jhunjhunwala an Sri Aditya Jhunjhunwala) have also executed and registered a Power of Attorney dated 4th May, 2018 in favour of one of the co-owners namely Sri Amit Jhunjhunwala and registered the same at the office of the Additional Registrar of Assurances at Kolkata and recorded in Book no: IV, Volume no: 1903/2018, Pages 79222 to 79249 and being Deed no: 190302666 for the year 2018 .
- xviii) The Confirming Party herein after signing the said Agreement for development dated 4th June, 2010 and read together with Power of Attorney dated 4th May, 2018 could not proceed with construction work due to financial constraints and have therefore not been able to make any progress in the construction of a new Building or otherwise and the said Development Agreement and the power of Attorney has not been acted upon or at all. The owners and the confirming party have therefore signed a MOU dated 7th December, 2019 wherein the confirming party herein have agreed to assign all their right title and interest under the said Agreement for development dated 4th June, 2010 in favour of the Developer herein subject to the terms and conditions agreed therein.

It is however stated that the said registered Power of Attorney dated 4th May, 2018 has been cancelled and registered with the office of the Additional Registrar of Assurances at Kolkata and being document no: 148 for the year 2020.

- xx) Under this Agreement for Construction/Development and made between the owners herein of the First part and the Confirming party herein of the Second Part and M/S DAMANI BUILDERS PRIVATE LIMITED herein referred to as the DEVELOPER being the party of the Third Part , the said Confirming party hereby have assigned their developer right under the said Agreement for development dated 4th June, 2010 in favour of M/S DAMANI BUILDERS PRIVATE LIMITED herein referred to as the DEVELOPER being the party of the Third Part.

Now the Parties herein have agreed to the following terms, conditions, enumerations, provisions, covenants and other for the Developers providing owners allocation and advance money to the Owners herein and selling, alienating, transferring, demising, devising, providing and delivering the allotted portions of the Developer, Confirming party and the owners herein consisting of units, flats, car parking space etc. at and under the said multistoried building/s of the said housing/commercial and/or housing-cum-commercial complex thereof by the Developer to the intending purchaser/s and/or buyer/s and others.

28 At Aditya Amit
Manju

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

1. **Subject Matter of Agreement:** Agreement between the Owners and the Developer and the Confirming Party with regard to development of ALL THAT piece and parcel of land measuring about 21 (Twenty one) cottaha, 29 (twenty Nine) sq.ft. be the same a little more or less and on actual measurement 1404.682 Sq. Mtrs or 15114 sq.ft. more or less consisting of a separate two storied brick built meassage tenanted house and corrugated iron shed standing thereon measuring 740 sq.ft. more or less and another structure being partly one storied and partly two storied brick built meassage tenement or tenanted house measuring 6640 sq.ft. more or less situate lying at and being premises Nos.82A, Nimtolla Ghat Street morefully described in Part-III of the First Schedule mentioned hereunder written and mentioned as the Amalgamated premises being fully tenanted to be built as per the plan already sanctioned by the Kolkata Municipal corporation for construction of a Basement plus Ground plus Four (B+G+4) storied Building comprising of several self contained units/flats/apartments/car parking space/and others and as may be modified from time to time but otherwise free from all encumbrances charges, liens, lispensions of whatsoever nature and hereinafter referred to as the "said Property".

2. **Representations, Warranties and Background**

Owners' Representations: The Owners have represented and warranted to the Developer as follows:-

At or before entering into these presents the owners herein have assured and represented the Developer herein as follows:

- i) That the owners herein are the joint owners having a clear and marketable title of the entirety of the said premises.
- ii) That the said premises morefully and particularly mentioned, described, explained, enumerated, provided and given at and under the FIRST SCHEDULE hereunder written and/or given is free from all sorts of encumbrances, charges, liens, lispensions, demands, claims, hindrances, attachments, debts, acquisitions and requisitions whatsoever without any interference.
- iii) That the owners herein are in uninterrupted and peaceful possession of the said premises without any interruption or disturbance and/or claim from any person and/or persons in respect of the said premises.
- iv) That the owners herein have not entered into any agreement for sale, memorandum of understanding, transfer and/or lease and/or development agreement and/or mortgage nor have created any interest of a third party into or upon the said premises or any part or portion thereof Except Development Agreement dated 4th June, 2010 with the confirming Party herein .
- v) That the owners, herein do not have any excess vacant land within the meaning of the Urban Land Ceiling and Regulation Act, 1976.
- vi) That all municipal rates, taxes, khajana and other payable in respect of the said premises up to the date of handing over of the possession of the FIRST SCHEDULE property hereunder written and/or given by the owners herein to the Developer herein as per the terms of these presents have been paid and/or shall be paid by

Manj *As At Aditya Amt*

the owners herein and the owners herein have agreed to keep the Developer herein, its successors and/or successors-in-interests and assigns saved harmless and fully indemnified from all costs, charges, claims, actions, suits and proceedings thereof till the date of the said possession.

- vii) Upon handing over the possession of the First Schedule land for construction, development and promotion all liabilities regarding the "Corporation" tax khajana or otherwise as may be applicable, statutory or non-statutory shall be borne exclusively by the Developer herein.
- viii) After handing over the possession to the owners by the Developer of the Allocations of the owners all liabilities regarding "Corporation" tax, rent, khajana, statutory or non-statutory or non-statutory shall be the liabilities of the owners or their nominee or nominees or buyer or buyers of the owners allocations as the case may be.
- ix) That there is no suit or legal proceeding pending before any of the Courts nor there is any threat of any legal proceedings being initiated against the owners in respect of the entirety of the said premises on any account whatsoever or howsoever.
- x) No acquisition or requisition proceeding/s is/are pending in respect of the said premises nor owners herein have received any such notice or have any knowledge in this regard.
- xi) Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Developer herein has accepted the title of the owners but in the event of any of the representations being found to be incorrect and/or false then and in that event it shall be the obligation of the owners to cause the same to be remedied and/or rectified entirely at their own cost.
- xii) The owners hereby state that most of the tenants are economically very weak and they need money to rehabilitate themselves and has therefore requested the Developer to rehabilitate subject to the terms conditions as stated herein below.
- xiii) The owners herein agree to grant right of development to the Developer subject to the terms conditions and covenants appearing hereinafter.

3. **Ownership of said Property:** The Owners are the owners of the said Property which is free from all encumbrances and the details of the Deeds of Conveyance are as stated hereinabove.

3.1.1 **Possession:** The said Property is in the possession of the Owners and is enclosed within boundary walls.

3.1.2 **Mutation:** The said Property has been mutated in the names of the Owners in the Kolkata Municipal Corporation as shown in the mentioned First Schedule.

3.1.3 **Taxes:** All municipal rates, taxes, outgoings, land revenue etc. relating to the said Property including to Kolkata Municipal Corporation have been and/or shall be paid by the Owners for the period up to the date of execution of this Agreement.

DR A. Arulys Amst
Manja

3.1.4 Custody of Title Deeds: The original documents of title in respect of the said Property (hereinafter referred to as the "Original Title Documents") have been kept in joint custody of Sri Ashwini Kumar Damani and Sri Amit Jhunjhunwala in a separate Locker opened with Corporation Bank, Brabourne Road Branch, Kolkata.

3.1.6. No Guarantee: No guarantee and/or corporate guarantee that may affect the said Property in any manner at any time whatsoever have been given by the Owners .

3.1.7. No Legal Proceedings: No suits and/or other legal proceeding have been filed and/or are pending regarding the said Property or any portion thereof and there are no orders of any Court or any other authority affecting the said Property or any portion thereof and/or the right title and interest of the Owners herein.

3.1.8. No Previous Agreement: The Owners have not in any way dealt with the said Property or any part thereof whereby the right, title and interest of the Owners as to the ownership, use, enjoyment, development and/or sale of the said Property or any part thereof is or may be affected in any manner whatsoever and has not entered into any agreement, arrangement or understanding whatsoever with any person or entity for sale, transfer, lease, development or otherwise dealing with or disposing off the said Property or any part thereof and has not created any third party rights whatsoever Development Agreement dated 4th June, 2010 with the confirming Party herein .

3.1.9 No Restriction: There is neither any restriction on sale, transfer or development of the said Property nor any subsisting order, proceeding, notification, declaration or notice affecting the said Property and no part of the same has been vested, acquired, requisitioned, attached and/or affected under any law and/or by anybody or authority.

3.1.10 Authority: The Owners have full right, power and authority to enter into this Agreement and there is no legal bar or impediment regarding the same.

3.1.11 Developer's Representations: The Developer has represented and warranted to the Owners as follows:

3.1.12 Infrastructure, Expertise and Financial Capacity of Developer: The Developer is carrying on business of construction and development of real estate and has necessary infrastructure and expertise in this field as also the financial capacity and resources to successfully undertake to complete and finish the development of the said Property within the agreed time.

3.1.13 No Abandonment: The Developer shall not abandon, delay or neglect the Project in any manner and shall accord the necessary priority thereto.

AS M Amit Jhunjhunwala Manoj

3.1.14 Authority: The Developer has full right, power and authority to enter into this Agreement and appropriate Resolutions /Authorizations to that effect exist and that there is no legal bar or impediment regarding the same.

3.1.15 Due Diligence: Based on the documents produced by the Owners as herein recited, the Developer is prima facie satisfied regarding the right, title and interest of the Owners in respect of the said Property.

3.1.16 Background: The Developer has expressed its interest to take up the development of the said Property by construction of the New Buildings ("Project"). Pursuant to the above, the parties agreed to the final terms and conditions for the Project, which are being recorded in this Agreement.

3.1.17 The Developer herein state and confirm that they are fully satisfied and shall not dispute about the following:-

- a. Title of the Owners in respect of the said property.
- b. Possession of the said property as mentioned in the First Schedule hereunder written.
- c. Mutation of the said property in the name of the owners.
- d. Measurement of land of the said property.
- e. Area of land owned by the respective owners in the said property.

3.1.18 Erect, install and/or operationalize the Common Areas and Installations within the phase and across the phase and gradually;

3.1.19 Allow or permit only provisional and/or partial use of any of the Common Areas and installations until completion of construction of the building Complex or until earlier time as the Developer may deem fit and proper.

3.1.20 Change the location, dimension, capacity or any other physical or in-built specifications of any Common Areas and Installations in phases and from time to time to erect, install or shift any portion into any new phase or other portions of the Subject property;

3.1.21 Erect temporary or permanent boundary between the different phases and to continue/remove the same at the time or upon the completion of the later phase;

3.1.22 Charge, demand, receive or realize any Extras or Deposits in connection with any Common Areas and Installations;

3.1.23 Provide for segregation of Common Areas and Installations different spaces/ Transferees.

3.1.24 At or before the execution of these presents the original and copy of all the title deeds, documents and papers concerning the FIRST SCHEDULE property hereunder written and/or given has been inspected by the Developer herein and the Developer herein is fully satisfied after proper searching about the right, title and interest of the same of the owners herein in all the manner. The examination of the local condition, land measurement and all other aspects of the FIRST SCHEDULE property hereunder written and/or given and is fully satisfied about the same.

dt: 17
Manjeer
Auliy
Auliy

4. In pursuance of the mutual obligations and also subject to the various terms and conditions herein contained and on the part of the Developer herein shall be entitled to undertake the project through the DEVELOPER of housing/commercial and/or housing-cum-commercial project and construct erect and complete the multi-storied building/s thereof **Basement plus Ground plus Four (B+G+4)** storied Building comprising of several self contained units/flats/apartments/car parking space/and others to be held and/or enjoyed independent of each other .

4.A. Basic Understanding:

- a. **Agreement:** The Owners made available the said Property for the purpose of development, with a marketable title, free from all encumbrances and liabilities whatsoever. The Developer shall at its own costs develop the said Property and shall construct new residential and commercial buildings with specified areas, amenities and facilities to be enjoyed in common ("**New Buildings**") as per mutually agreed specifications mentioned in the **Third Schedule** hereunder written and in accordance with the plans ("**Plans**") sanctioned by the Kolkata Municipal Corporation ("**Corporation**") and the saleable constructed spaces/apartments/flats and other rights in the new buildings ("**Units**") shall be transferable in favour of intending buyers ("**Transferees**"). The term '**Transferees**' shall also include the Owners and the Developer in respect of any Unit(s) that may be retained by them respectively.
- b. **Developer to have exclusive development right:** For the purposes of development, construction and commercial exploitation, the Owners are hereby granting to the Developer the exclusive right and authority to develop the said Property and construct the **New Buildings** and to take all steps in terms of this Agreement.
- c. "**Real Estate Laws**" shall mean the West Bengal Housing Industry Regulation Act, 2017 as amended from time to time and include the applicable rules, regulations and bylaws in respect thereof.

5. Appointment and Commencement

- 5.1 **Appointment and Acceptance:** The Parties hereby accept the Basic Understanding between them as recorded above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, the Owners and confirming party hereby appoint the Developer as the developer of the said Property with exclusive right to execute the Project in accordance with this Agreement. The Developer hereby accepts the said appointment by the Owners.
- 5.2 **Commencement and Tenure:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated in this Agreement.

20/01/2020
Manjiv

6. **Developer Representation:-**

- 6.1. The DEVELOPER having inspected the "said premises" as also the title deeds and other documents and papers concerning or relating to the "said premises" has duly satisfied itself with regard to the rights title and interest of the Owners and hereby agree not to raise any dispute or objection thereto. However, if any defect is found in the future, the owners shall rectify and/or cause such defect to be rectified to make the title perfect at their own cost and expenses
- 6.2. The DEVELOPER has sufficient knowledge and expertise in the matter of development of the immovable properties and construction of new buildings. The DEVELOPER has sufficient means of necessary finance as may be required for carrying out the development of the "said premises" and/or the said land and construction of the said building.
- 6.3. The DEVELOPER shall carry out the development in respect of the "said premises" and/or construction of the said building after demolition of the existing building and structures strictly in accordance with the sanctioned plan and in accordance with the relevant Municipal laws relating to the development of immovable properties and/or construction of new building and further strictly as per the provisions contained in these presents.
- 6.4. NOTHING in this presents shall be construed as a demise or assignment or conveyance in law by the owners herein of the premises or any part thereof to the Developer or as treating of any right, title or interest in respect thereof of the Developer herein other than an license to the Developer herein to commercially develop in terms hereof and to deal with the Developers' allocation in the multi-storeyed building/s of the said housing/commercial and/or housing-cum-commercial complex in the manner hereinafter contained.

7. DEVELOPMENT WORK

- 7.1. The Owners being approached by the Developer as hereinbefore recited, hereby appoints the Developer and/or Builder in respect of the "said premises".
- 7.2. The Developers in concurrence and in consent with the Owners hereby entrust the work of development of the "said premises" and/or construction of the said building to the Developer herein to be carried out as per the sanctioned plan and on the terms and conditions herein recorded.
- 7.3. The Developer hereby accepts its appointment as the Developer and/or Builder in respect of the "said premises" and further agrees to undertake the work of development of the "said premises" in the manner and on the terms and conditions herein recorded.

7.4. The development of the said premises and/or construction of the said building shall be carried out by the Developer:-

- i) by modifying the sanctioned plan from the Kolkata Municipal Corporation authorities as may be necessary or required for the development of the said premises and/or construction of the said building under the provisions of the Kolkata Municipal Corporation Act, 1980 and/or the rules, regulations and bye-laws framed thereunder, if required.
- ii) by demolishing the existing building and other structures comprised in the said premises either in one phase or two or more phases.
- iii) by erecting the said building and other structures in or upon the said land as per the sanctioned plan either in one phase or two or more phases and the same strictly in accordance with the rules, regulations and bye-laws of the Kolkata Municipal Corporation.
- iv) The Developer has hereby further agreed to rehabilitate the tenants since all of the tenants in the premises need finance for rehabilitation as stated by the owners herein. The Developer has further agreed that in case the tenants of the premises are not ready to leave then the area to be given to the tenants shall be deducted out of the owners allocation.

8. COMMENCEMENT OF WORK AND SPACE ALLOCATION

8.1 The Developer herein shall start the work of the said construction, erection, promotion building and development of the said multi-storied building/s at and upon the FIRST SCHEDULE property hereunder written and/or given as soon as possible and as per the building plan already sanctioned and shall complete the same within 48 (Forty eight) months from the said date of commencement of the said construction, erection, promotion. (The date of starting of construction shall be construed to be the date when all the tenants have been vacated and the Owners and the Developer agreed that further tenants cannot be vacated) shall start building and development of the said multi-storied building/s at and upon the FIRST SCHEDULE property hereunder written and/or given with a grace period of 6 (six) months.

8.2 That the Developer herein shall be entitled to transfer or otherwise deal with the Developer allocated area as mentioned hereinbefore in the said project and accordingly the owners and the Confirming Party herein shall be entitled to transfer or other deal with the respective allocated area.

8.3 That the Developer herein shall be entitled to intend for transfer and/or assignment of its allocated portion to any third party in phase manner on or before the completion of the building and the Developer is entitled to enter into agreement/s for sale and/or transfer in respect of its allocation with different purchaser/s buyer/s nominee/s and further shall be entitled to receive all advances and full consideration from the said Developer's allocated area independently without making the owners herein and the Confirming Party thereof and accordingly the owners, confirming Party and the Developer herein are entitled to enter into agreement/s for sale and/or transfer

DR A. Ashis Das
Manager

of any manner in respect of their allocation with different purchaser/s buyer/s nominee/s and further shall be entitled to receive all advances and full consideration for the said owners confirming Party and the Developer allocated area respectively. However, the owners herein and likewise the Developer herein shall be a confirming party to the deed/s of transfer, conveyance and/or sale pursuant to and in terms of the said respective agreement/s for sale and/or transfer with different purchaser/s /buyer/s/nominee/s to be executed by the owners herein and/or the Developer herein what so ever the case may be. Be it mentioned herein the owners herein shall have no liability and obligation as regard agreement for sale to be executed by and between the Developer herein and intending purchaser/s and /or the buyer/s thereof in any manner whatsoever of Developer's allocated area.

8.4 That insofar as necessary the dealings namely, submission, sanction, revision, Modification of plan for the subject construction, sell, alienation, transfer, demise, devise, and grant of the Developer's allocation, obtain electricity connection, water, drainage, sewerage connections and other such facilities and utilities and others by the Developer herein in respect of the said project shall be in the name of the owners herein for which purpose the Owner undertake to give the Developer the Power-of-Attorney/s in a form and manner as is reasonably required. It being however agreed that such dealing shall not in any manner fasten or create any Financial Liability upon the owners or effect right, title or interest of the owners' property or owners, allocation in the said project in the said premises more fully and particularly mentioned described, explained, enumerated, provided and given at and under the FIRST SCHEDULE hereunder written and/or give.

8.5. The owners herein undertake as per demand of Developer herein, if required the owners herein shall execute the Deed of conveyance or conveyances after completion of project or any other Deed/s of like nature of transfer unto and in favour of the Developer herein or its nominee or nominees at the costs and charges of the Developer herein or its Nominee or nominees and the owners herein agree to join as the Vendors in the Said Deed of conveyance/s to be executed in respect of the transfer of the undivided proportionate share of the land underneath attributable to the Developer's allocation unto and in favour of the transferee and the Developer herein shall join as confirming Party herein in the said Deed of Conveyance. The Developer herein shall be entitled to sale, transfer, demise, devise, grant and provide its allocation by the Power of Attorney/s to be conferred and executed by the owners to the Developer herein. It is hereby agreed that the Developer herein shall part with possession of such spaces and/or such apartments in its allocation as mentioned, described, explained, enumerated, provided and given in THIRD SCHEDULE hereunder written and/or given to the intending purchaser/s only upon handing over possession of the owners' and confirming Party's allocation unto and in favour of the owners and the confirming Party herein herein morefully and particularly mentioned described, explained, enumerated, provided and given at and under the SECOND SCHEDULE hereunder written and/or given completed unto in full. In the similar manner the DEVELOPER shall grant and provide Power-of-Attorney to the owners for their allocated area to deal within the manner owner's like.

8.6. Upon sanction of the revised plan, if any and pursuant to and in terms of these presents, the specific allocation of the Parties herein shall be demarcated and/or depicted at and under the same and the same may be further revised, as per the applicability, if any, according to the revision/s and/or modification/s thereof in proportion to the respective allocations between the Parties here in and there upon the owners herein shall provide a further registered Power-of-Attorney which may be further Supplemented and/or further executed as per the applicability, if any, according to the revisions and/or modifications of the sanctioned plan in proportion to the respective

SA A1 Aditya Anir
Manjiv

allocation and pursuant to the same the DEVELOPER herein shall be entitled to sale, transfer, demises, devise, grant and provide its allocation by the Power-of-Attorney/s as executed by the owners to the DEVELOPER herein and accordingly the DEVELOPER shall also execute and register Power-of-Attorney to the owners herein for their allocated area after sanction of the plan both the parties will execute supplementary agreement duly demarcate their respective allocations specifically within a period of 15 days

8.7. License: Simultaneously with the execution of this Agreement, the Owners have granted exclusive license to the Developer to develop the said Property and to enter into the said Property in its entirety for the purpose of development in terms of this Agreement and to take all steps for carrying out survey, soil testing and all other development and construction related works at the said Property and further to take all steps for development and sale in terms of this Agreement for the implementation of the Project. It is expressly made clear that neither any transfer in terms of Section 2(47) of the Income Tax Act, 1961 nor any transfer of possession under Section 53A of the Transfer of Property Act, 1882 is intended or can be construed by anything contained herein.

9. Sanction, Approvals and Construction

Sanction & Approvals: The Developer shall at its own costs and responsibility get the building plans revised for the Project ("Plans") , if necessary and prepared by the Architects and obtain written approval of the Owners thereon. After such approval by the Owners, the Developer shall get the Plans sanctioned by the "Corporation" in the manner that the maximum permissible area is sanctioned as soon as possible from the date of execution of this Development Agreement, the Developer shall obtain the sanction of the Plans from the "Corporation", subject to the fact that if any additional papers are required that should be provided by the land owners to the developer as per requisition. The Developer may make modifications, changes and/or revisions in the Plans as it may deem necessary and obtain revised and/or fresh building plans from the "Corporation" at its own costs from time to time and the Owners shall be informed in advance about such modifications, changes and/or revisions. The Developer shall obtain the sanction of the Plans as also other approvals, permissions, clearances, consents, no objections, registrations, licences etc. (collectively "Approvals") required for the Project. The Owners agree and undertake to sign and execute all necessary applications, maps, plans, forms, affidavits, undertakings, indemnities documents, papers etc. as may be required from time to time regarding the Approvals. All costs, charges, expenses, outgoings and fees for the Approvals (including development fee, sanction fee etc) and any modifications thereto shall be borne and paid by the Developer. However, in case of any Approvals being necessary because of modifications/changes being made in any Unit at the request of the Transferees of such Unit, then the costs, charges, expenses, outgoings and fees for the same shall be borne and paid by the concerned Transferees.

10. PLAN/PERMISSION/E

10.1 For the purpose of undertaking development of the said premises the Developer herein may cause a modified or revise or new map of plan to be prepared initially consisting of Basement plus Ground plus Four (B+G+4) storied Building and will submit the same to the Kolkata Municipal Corporation for sanction and make construction of the said project and/or buildings on the said premises as per the

Dr A. Aditya and
Manoj

sanction building plan with such modification in accordance with law and the Developer herein shall engage and/or appoint Architect, Engineers and other agents for the said purpose and shall make of their fees and/or charges. Further the Developer herein shall obtain the maximum F.A.R in case if the sanction plan is required to be modified, revised or fresh plan required to be obtained specifically for the purpose of getting extra floors from the original sanction plan, then in such an event the sanction fee/s, fine and penalty payable to the Kolkata Municipal Corporation shall be paid exclusively by the Developer herein. The Developer shall be authorized by the owners herein to obtain the said extra F.A.R but all the cost charges and expenses including miscellaneous expenses, fees, sanction fees, penalty, architect fees etc. and related cost will be borne by the Developer herein exclusively and it is further clarified that the cost of construction is to be entirely to be borne by the Developer herein. The said extra F.A.R shall be divided proportionately as per the allocation hereof between the Parties herein in their sharing ratio.

10.2 The Developer herein will take all steps to obtain all permissions approvals and/or sanctions as may be necessary and/or required for sanction of building plan and construction work thereon and the Owners hereby agree and undertake to sign all papers and/or documents as may be necessary and/or required.

10.3 Within 30 (thirty) days after completion of all the formalities and obtaining of all permissions as may be required under the law, the Developer herein will submit the revised building plan, if required with the Kolkata Municipal Corporation.

10.4.

a. **Architects and Consultants:** The Architects and the other consultants for the Project shall be appointed and engaged by the Developer in consultation with the Owners. All fees, costs, charges and expenses payable to them shall be paid by the Developer.

b. **Demolition of Existing Building and Removal of Debris:** The Developer shall complete the demolition of the existing structures and take away, remove and/or dispose of the materials, salvage, debris etc so that the site is in an appropriate condition to commence construction of the New Buildings. The net sale proceeds of the materials, salvage, debris etc. available on demolition of the existing building and other structures in the said Property after deduction of demolition cost shall be shared equally between the Developer and the Owners.

c. **Construction of New Buildings:** The Developer shall commence construction of the New Buildings within 3 (three) months from the (The date of starting of construction shall be construed to be the date when all the tenants have been vacated or the Owners and the Developer come to a conclusion that further tenants cannot be vacated/Rehabilitated in any way). The Developer shall, at its own costs and expenses, construct, erect and complete the New Buildings in accordance with the sanctioned Plans and as per the specifications mentioned in the **Third Schedule** written hereunder or such other specifications as may be mutually agreed between the Owners and the Developer ("**Specifications**").

d. **Completion Time:** The Developer shall, at its own costs and expenses, construct, erect and complete the New Buildings in accordance with the Plans and the mutually agreed "**Specifications**" within a period of 48 (Forty Eight) months ("**Completion Time**") as stated in this Agreement. For any delay thereafter not attributable to Force Majeure, the Developer shall be entitled to a further grace period of 6 (six) months from the date of expiry of the Completion Time ("**Grace Period**").

DA A Anil Kumar
Mani

e. **Common Portions:** The Developer shall at its own costs, construct and/or install and/or make available in the New Buildings, the common areas, amenities and facilities (collectively "Common Portions").

f. **Building Materials:** The Developer shall be authorized to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities required for the construction of the New Buildings.

g. **Utility Connections:** The Developer shall be entitled to use any existing electricity, water and any other utility connection at the said Property and shall be liable to pay the costs, charges and expenses for the same. The Developer shall be authorized in the name of the Owners to apply for and obtain temporary/permanent connections of water, electricity, drainage, sewerage and other utility connections.

h. **Co-operation:** Neither Party shall indulge in any activities that may be detrimental to the development of the said Property and/or may affect the mutual interest of the Parties. Both parties shall provide all cooperation that may be necessary for successful completion of the Project.

i. **Supplementary Agreement:** Both the Parties hereby undertake that they shall sign Supplementary Agreement in pursuance with this Agreement, in future, if necessary.

11. DEFINITIONS

IN THESE PRESENTS UNLESS THERE IS ANYTHING CONTRARY AND/OR REPUGNANT THE FOLLOWING HAVE THE MEANINGS AND EXPRESSIONS AS FOLLOWS:-

11.1. **OWNERS** shall mean SRI ASHOK JHUNJHUNWALA , SRI ADITYA JHUNJHUNWALA , SMT. MANJU JHUNJHUNWALA and SRI AMITJHUNJHUNWALA which include their respective legal heirs, legal representative, administrators, executors and assigns.

11.2. **CONFIRMING PARTY:** shall mean JHUNJHUNWALA DEVELOPERS PRIVATE LIMITED, a Company duly registered and incorporated under the meanings and provisions of the Companies Act, 1956 having its registered office at 18, Jatindra Mohan Avenue, Police station: Burtolla , Post office: Beadon Street , Kolkata - 700 006 and its successor or successor-in-interest or assignee.

11.3. **"DEVELOPERS"** shall mean Damani Builders Pvt. Ltd.

11.4. **TITLE DEED** shall mean the various title deeds in favour of the owners and other documents concerning the titles.

11.5. **PREMISES** shall mean ALL THAT piece and parcel of land measuring about 21 (Twenty one) cottahs, 29 (twenty Nine) sq.ft. be the same a little more or less and on actual measurement 1404.682 Sq. Mtrs or 15114 sq.ft. more or less consisting of a separate two storied brick built meausage tenanted house and corrugated iron shed standing thereon measuring 740 sq.ft. more or less and another structure being partly one storied and partly two storied brick built meausage tenement or tenanted house measuring 6640 sq.ft. more or less situate lying at and being premises Nos.82A, Nimtolla Nimtolla Ghat Street morefully described in Part-III of the First Schedule

Manju At Aditya Amit

mentioned hereunder written and mentioned as the Amalgamated premises being fully tenanted but otherwise free from all encumbrances charges, liens, dispendens of whatsoever nature together with the structures/s standing and/or lying erected thereupon more fully and particularly mentioned, described, explained, enumerated, provided and given.

11.6. SAID PROJECT/BUILDINGS shall mean and include the proposed building or buildings forming parts of the housing/commercial and/or housing-cum-commercial complex to be constructed and completed by the Developer herein in accordance with the map or plan sanctioned by Kolkata Municipal Corporation on the said premises or modifications/s thereof.

11.7. ADVOCATE shall mean S.K. Daga, Advocate of 2 Garstin Place, 1st Floor, Kolkata - 700 001 as the Advocate of the Parties herein as appointed by all the owners herein as well as the Confirming Party and the Developer to act on their behalf for the entire project.

11.8. COMMON FACILITIES AND AMENITIES shall mean and include all areas and utilities in the said project which has not been specifically allotted or sold and shall be common for all the unit/flat/car parking and space holders and at its expenses including those in maintenance, operation, repairing, renovating, painting, rebuilding, reconstructing, decorating, replacing and administration shall be borne by the owners of each individual unit/flat/car parking and space in the complex proportionately.

11.9. SALEABLE SPACE shall mean all the constructed and/or open space of the area which can fetch revenue and rights in size, location advantage and market value of the said Project and/or Building/s forming parts of the said premises available in such part or size or dimension for independent use and occupation and will include the undivided impartible proportionate share in all common parts, portions, lands areas and facilities after making due provisions for the space required for common facilities and amenities.

11.10. OWNERS' ALLOCATION shall mean the 50 (Fifty) % of the total open and covered areas including the total saleable and/or transferable area in the new multi-storied building/s to be constructed over the said premises morefully and particularly mentioned, described, explained, enumerated, provided and given at and under the FIRST SCHEDULE hereunder written and/or given which are allocable to the owners herein in terms of these presents comprising of various Flats/units/Apartments/shops/roof constructed specific space, open spaces and/or car parking spaces both open and covered TOGETHERWITH the undivided proportionate share in the land comprised in the said premises and attributable thereto AND TOGETHERWITH the undivided proportionate share in all common parts portions areas and facilities including location, advantage and market value morefully and particularly described under SECOND SCHEDULE herein.

11.11. * DEVELOPER'S ALLOCATION* shall mean and include 50 (Fifty) % of the total units / saleable spaces of the said building and THE DEVELOPER shall be entitled to own, possess, transfer or otherwise dispose the balance area as the absolute owner thereof.

11.12. ARCHITECT shall mean the person or persons who may be appointed by the Developer for designing and planning of the project.

JA-11 *[Signature]* Ant
Manager

11.13. BUILDING PLAN would mean such plan or plans prepared by the Architect for the construction of the said project and sanctioned by the Kolkata Municipal Corporation together with any modifications and/ or alterations which may be necessary and / or required.

11.14. PROJECT shall mean the Project undertaken by the Developer herein on the said premises to be constructed erected and completed in the buildings to have various self contained flats/units/apartments/shop/roof constructed specific spaces, open spaces and/or car parking spaces both open and covered capable of being held and/or enjoyed independently of each other.

11.15. SPECIFICATION shall mean the specification required for the purpose of construction, erection, promotion, building and development of the said multistoried building/s being the parts and parcels of the residential/commercial and/or residential-cum-commercial project as may be decided by the Architect.

11.16. TRANSFER with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in the said multistoried building/s being the parts and parcels of the residential/commercial and/or residential-cum-commercial project to the intending purchaser/s/buyer/s/tenants.

11.17. TRANSFEREE shall mean a person firm, limited company, association of persons to whom any space in the said project has been transferred, alienated, granted, demised, devised, provided and given.

11.18. Words importing singular shall include plural and vice versa.

11.19. Words importing masculine gender shall include feminine and neuter genders likewise words imparting feminine gender shall include masculine and neuter genders and similarly words imparting the Neuter Gender shall include masculine and feminine genders.

11.20. Deposit of Original Title Documents: The Original Title Documents of the said Property shall continue to remain in the custody of Sri Ashwini Kumar Damani and Sri Amit Kumar Jhurjhurwala who shall be responsible for keeping the same safe and unobliterated. Neither the Original Title Documents shall be handed over to or deposited with any other person or entity nor any mortgage, charge, lien, encumbrances, security, right, entitlement, obligation etc. However, as and when the Original Title Documents are required by the Developer for any purpose relating to the Project including producing the same before the statutory authorities and bodies and/or intending purchasers, and/or for obtaining Project Finance.

11.21. Power of Attorney: Simultaneously with the execution of this Agreement, the Owners shall jointly grant to the Developer and/or its authorized representatives, a Power of Attorney for the purpose of, inter alia, getting the Plans sanctioned, obtaining all necessary approvals for the Project and for booking, entering into agreements for sale and/or selling of the saleable spaces comprised in the Developer's Allocation in the New Buildings. The Said Power of Attorney shall instantly be effective from its execution for obtaining of all approvals required for commencement of construction in the said New Building. Notwithstanding grant of the aforesaid Power of Attorney, the Owners hereby undertake that they shall execute all necessary papers, documents, plans, etc. for enabling the Developer to perform its obligations and exercise all its rights and entitlements under this Agreement.

Am

By Manoj

JK
Aditya

*Amir Singh Thakur
Manoj Thakur*

11.22. Owner's Deposit: The Developer shall pay to the Owners an interest free refundable deposit of Rs. 1,31,00,000/- (Rupees One Crore Thirty one lacs only) only in the following manner:-

- i) Rs.26,00,000/- (Rupees Twenty six lacs only) - On or before 7th December, 2019
- ii) Rs. 70,00,000/- (Rupees Seventy lacs only) - On or before 16th January, 2020
- iii) Rs. 35,00,000/- (Rupees Thirty Five lacs only) - On or before 21/02/2020

Amir Singh

*Amir Singh Thakur
Amir Singh Thakur*

11.23. OWNERS DEPOSIT AND RETURN OF DEPOSITS/ADJUSTMENT :-

i) The Developer herein after completion of the project shall give notice of possession to the owners subject however to the refund of Rs. 1,31,00,000/- (Rupees One Crore Thirty one lacs only) to the Developer by the Owners/~~Confirming Party~~ herein.

ii) The owners state that they shall immediately within 7 (Seven) days of the receipt of notice of possession make repayment of the said sum /deposit of Rs. 1,31,00,000/- (Rupees One Crore Thirty one lacs only) to the Developer and the Developer shall thereafter immediately handover the owners and the confirming Party's allocation .

Amir Singh

11.24. Dealing with Respective Allocations

Agreement for Demarcation of Respective Allocation: Within 2 (Two) months from the date of vacating of tenants the Parties shall enter into an agreement for allocating, earmarking and demarcating the respective allocations of the Owners , Confirming party and the Developer based on such Plans in an equitable manner as per their ratio . If subsequently there are any further modifications/changes/ variations in the Plans, then the Parties shall further execute another supplementary agreement to vary, amend and/or modify their respective allocations, if necessary. The Allocation of all the parties herein shall be transferable in favour of the Transferee/s as they may so desire .

11.25. Sale by Owners, The Owners shall be absolutely and exclusively entitled to the Owners' Allocation under this Agreement and shall have exclusive right to sell, transfer, deal with and dispose of the same in any manner whatsoever and receive all considerations, amounts and in respect of the same without any right, claim or interest therein whatsoever of the Developer. The Developer shall join the Agreements for Sale, Deeds of Conveyances and other deeds and documents in favour of the Transferees of the Owners' Allocation and shall execute and if necessary, register the same.

11.26 Sale by Developer: The Developer shall be absolutely and exclusively entitled to the Developer's Allocation with exclusive right to sell, transfer, deal with and dispose of the same in any manner whatsoever and receive all considerations, amounts and a in respect of the same without any right, title, claim or interest therein whatsoever of the

Manoj DK M Amir Singh

Owners. The Owners shall join the Agreements for Sale, Deeds of Conveyances and other deeds and documents in favour of the Transferees of the Developer's Allocation and shall execute and if necessary, register the same. For such purpose the Owners shall grant a Power of Attorney in favour of the Developer and/or its nominees authorising them to execute and register the same in the name of and on behalf of the Owners. Notwithstanding the above, possession for occupation of any Units comprised in the Developer's Allocation shall be made over to any Transferees and Deed of Conveyance / Transfer in respect of any of them shall be executed and/or registered in favour of any such Transferees after notice of completion is given by the Developer.

Transfer in favour of Transferees: The Units in the New Buildings shall be sold and transferred in favour of the Transferees by initially entering into Agreements for Sale and ultimately transferring title by registered Deeds of Conveyance. The Owners and the Developer shall be parties in all such Agreements and Deeds of Conveyance. The costs of such Agreements and Deeds of Conveyance (both in respect of the Owners' Allocation, and the Developer's Allocation) including stamp duty and registration fees (including deficit stamp duty and registration fees) and all legal fees and expenses incidental or related thereto shall be borne and paid by the respective Transferees.

11.27. Financials:

Project Finance:

i. Without in any way affecting the right of the Owners in respect of the Owners' Allocation and confirming Party's allocation nor creating any monetary liability on the Owners and confirming Party, the Developer shall be entitled to obtain bank finance and/or loan facilities from any bank and/or financial institutions/entities in its own name for the purpose of the Project and for the aforesaid purpose the Developer shall be entitled to create a charge and/or mortgage over and in respect of the right, title and interest of the Developer under this Agreement and/or in respect of the said Property to the extent of the Developer's Allocation by creating an equitable charge and/or mortgage however without depositing the Original Title Deeds and the Owners and the confirming Party shall not be a party of the said loan.

ii. It is hereby expressly agreed and declared that the Developer alone shall be liable for re of the loan amount and interest accrued thereon as also any penalty or other charge that may be payable in respect of the loan and in no event the Owners and the confirming Party shall be liable and/or responsible for the same and the Developer shall keep the Owners and the confirming Party and their respective successors saved, harmless and fully indemnified regarding the same as also of, from and against all costs, charges, claims, actions, suits and proceedings, if any in respect of the same.

iii. The Developer undertakes that the finance so obtained by creating charge/mortgage in respect of the right, title and interest of the Developer under this Agreement and/or in respect of the said Property to the extent of the Developer's Allocation, will be utilized for the development of this Project only.

11.28. Housing Loans: The Transferees of saleable spaces in the New Buildings shall be entitled to obtain housing loans from Banks/Financial Institutions subject to the terms and conditions of the Agreement for Sale to be executed in their favour. The Owners and the confirming Party and the Developer shall sign the necessary documents for the same.

Manj
DA M
A. S. S. A. S.

11.29. Goods and Service Tax (CGST & SGST): The Goods and Service Tax (if and when applicable) payable as per the rates applicable from time to time shall be payable by the respective parties in respect of their Allocation. The Owners and the confirming Party and the Developer shall keep each other fully indemnified regarding the above.

11.30. Marketing: The Project shall be marketed by the Developer who shall decide the marketing strategy, budget, selection of publicity material, media etc. The name and logo of the Developer, Confirming party and the owners (if requested by the owners) shall appear in all marketing materials and advertisements. The entire costs for advertisements in the print media and electronic media, hoardings and marketing costs and expenses shall be borne proportionately by the parties herein.

11.31. Municipal Taxes and Outgoings: All Municipal rents, taxes and outgoings (collectively **Rents**) in respect of the said Property relating to the period (i) upto the date of this Agreement shall be borne, paid and discharged by the Owners (ii) from the date of this Agreement till the date of handing over possession to the Transferees/Owners shall be borne, paid and discharged by the Developer and (iii) from the date of handing over possession to the respective Transferees/Owners the rents and taxes shall be borne, paid and discharged by the respective Transferees/Owners.

11.32 Completion & Maintenance:

Notice of Completion: Upon the construction of the New Buildings being completed as per the certificate from the Architects and as per the Specifications mentioned in the **Third Schedule** hereunder written or such other specifications as may be mutually agreed between the Owners and the Developer, the Developer shall give a written notice to the Owners and the date of such notice shall be deemed to be the Completion Date.

11.33. Completion Date and Rates & Taxes : On and from the Completion Date, the Parties shall become liable and responsible for the Rates and taxes in respect of their respective Allocations and the same shall be paid by them respectively and/or by their respective Transferees.

11.34. Punctual and Mutual Indemnity: The Parties shall punctually and regularly pay the Rates for their respective allocations to the concerned authorities and the Parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other.

11.35. Maintenance: The parties shall frame a scheme for the management and maintenance of the New Buildings. Initially the maintenance of the New Buildings including the Common Portions shall be looked after by the Developer who shall be entitled to collect the costs and service charges for the same ("**Maintenance Charges**"). Immediately upon obtaining the Full Completion/Occupancy Certificate from the "Corporation" for the entire Project or upon completion of the execution and registration of the Deeds of Conveyance in respect of all Units in the New Building which are allotted or agreed to be sold, whichever is later, the Developer shall hand over the maintenance to a body constituted/formed at the instance of the Developer and the Transferees, shall be represented on such body. It is however clarified that the Developer may at its discretion relax the above condition for any reason it deems fit including in case of retention of any Unit by any Party from its Allocation and the Owners shall be informed in advance about such changes.

11.36. Principal Obligations of Developer:-

Manoj RA by Architects And

- a. **of the balance of the Owners' Deposit:** The Developer shall ensure that the balance of the Owners' Deposit is made over to the Owners.
- b. **Completion of construction within Completion Time:** The Developer shall complete the construction of the New Buildings to the extent necessary for giving notice within the Completion Time subject to Force Majeure.
- c. **Obligations subsequent to Completion:** The drainage/sewerage connection required to be obtained after the Full Completion/Occupancy Certificate shall be obtained by the Developer at its own costs subsequently.
- d. **Full Completion/Occupancy Certificate from the "Corporation":** The Developer shall take steps and apply to the "Corporation" at its own costs for the Full Completion/Occupancy Certificate within 3 months of the Completion Date and take expeditious steps for obtaining the same subject to Force Majeure. The Developer shall thereafter obtain drainage/sewerage connection required to be obtained after obtaining the Full Completion/Occupancy Certificate from the concerned "Corporation".
- e. **Compliance with Laws:** The Developer shall execute the Project and make construction of the New Buildings in conformity with the prevailing laws, rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the responsibility of the Developer to ensure proper compliance.
- f. **Involvement of other consultants, etc.:** The Developer shall be responsible for development and construction of the New Buildings with the help of the Architects as also all other consultants, professional bodies, contractors, etc. The Owners shall be consulted and kept informed.
- g. **Specifications:** The Developer shall use building materials as per the specifications mentioned in the Third Schedule hereto.
- h. **Adherence by Developer:** The Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without causing any delay or default and shall not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.
- i. **Construction at Developer's Risk and Cost:** The Developer shall construct and complete the New Buildings at its own cost, risk and responsibility including for planning, designing and sanction of building plans and shall be responsible for obtaining the same at its own costs and complying with Labour Insurance Policy and Contractor's All Risk Policy for the purposes of the Project before commencement of construction. The Developer shall be responsible and liable to Government, "Corporation" and other authorities concerned and to the occupants/Transferees/third parties for any loss or claim arising from such construction and hereby indemnifies and agrees to keep indemnified the Owners and the Confirming party against any claims, losses or damages for any default or failure or breach on the part of the Developer. It is made clear that during the period of construction, the Owners and the confirming Party shall not be responsible and/or liable for any accident taking place due to negligence of the Contractors engaged by Developer on their self declarations or otherwise.
- j. **Tax Liabilities:** All liabilities for taxes, levies, duties, etc. in relation to the development and construction of the New Buildings/Project, including sales tax, value added tax, service tax, works contract tax, goods and services tax etc. shall be paid by the Developer. As regards the tax payable by the Owners and the confirming party on the income arising out of transfer of the Units in the New Buildings, the same shall be payable by the Owners in respect of the Owners' Allocation and shall be payable by the respective parties for their Allocation.
- k. **Approvals for Construction:** It shall be the responsibility of the Developer to obtain at its own costs all Approvals required for the Project from various Government authorities. The Owners shall fully co-operate with the Developer in this regard and shall sign all documents and papers that may be required for the same.

Mangin AK At Aditya Anand

- l. **Assignment:** The Owners hereby agree and covenant that the Developer shall have rights to transfer and/or assign this Agreement or any rights or benefits hereunder to any third party without the written consent of the Owners.
- m. **Stamp Duty and Registration Fee:** The Developer shall pay and bear the entire amount of Stamp Duty and the Registration Fee payable in respect of this Development Agreement and the Power of Attorney granted pursuant hereto.
- n. The Developer agrees not to do any act deed or thing whereby any right or obligation of the Owners and the confirming Party in this Agreement may be affected or the owners and the confirming Party are prevented from making or proceeding with the compliance of their obligations in this Agreement.
- o. The Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without causing any delay or default and shall not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.

11.37. Principal Obligations of Owners:

- a. **Title:** The Owners shall ensure that their title to the said Property continues to remain marketable and free from all encumbrances, charges, liens, claims demands, mortgages, leases, tenancies, licenses, occupancy rights, trusts, debentures, prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, attachments, vesting, alignments, easements, liabilities and 'dependens' till the completion of the Project and the transfer of Units and that it is approved for grant of Project Finance and shall keep the Developer fully indemnified regarding the same. The Owners shall forthwith rectify/remedy defects and/or deficiencies, if any, in the title and resolve any issue that may arise regarding title or any encumbrance etc. at their own costs. The Owners shall bear all cost and damages arising out of any litigation or negotiation in respect of any defect in respect of the of the title of the said property.
- b. **Co-operation with Developer:** The Owners undertake to fully co-operate with the Developer for obtaining all Approvals required for development of the said Property and shall sign all documents and papers that may be required for the same.
- c. **Documentation and Information:** The Owners undertake to provide the Developer with necessary documentation and information relating to the said Property as may be required by the Developer from time to time.
- D. **No Obstruction to Developer:** The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions and/or exercising its rights and entitlements under this Agreement.
- e. **No Dealing with the said Property:** The Owners hereby covenant not to let out, grant lease, mortgage and/or charge the said Property or any portion thereof save in the manner envisaged by this Agreement.
- f. **Adherence by Owners:** The Owners have assured the Developer that it shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement.

11.38. Indemnity

- 1. **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owners saved, harmless and indemnified of from and against any and all actions, suits,

Mangla Dth Hg A. S. J. Anair

proceedings, claims, losses, damages, costs, charges, expenses, liabilities, demands and consequences (whether criminal or civil) whatsoever suffered by the Owners relating to the development and/or to the construction of the New Buildings and arising from any breach of this Agreement by the Developer and/or arising from any breach, default or violation of any law, permission, rules, regulations or bye-laws relating to development and construction and/or arising out of any accident taking place due to negligence of the Developer during development and construction.

2. The DEVELOPER shall:

i) Take such steps as are necessary to divert all pipes, in, under or above the project which need to be diverted wires, cables or other conducting media as a result of the development.

ii) Install all electricity line, wiring, gas, water, tele-communications, and services and surface and soil water drainage of the premises and shall ensure that the same connect directly to the mains.

iii) Serve such notices and enter into such agreements with statutory undertakings or other companies as may be necessary to install the services.

iv) Give all necessary or usual notices under any statute affecting the demolition and clearance of the premises and the development, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said premises and pay all costs, fees and outgoings incidental to or consequential, on any such notice and indemnified the owners herein from and against all the costs, charges, claims, actions, suits and proceedings.

v) Remain responsible for due compliance with all statutory requirements whether local state or central and shall also remain responsible for any deviation in constructions which may not be in accordance with the plan (Unless done at the instructions of the owners/Confirming Party and/or their Transferees through them) and has agreed to keep the owners saved harmless and fully indemnified from and against all costs charges claims actions suits and Proceedings.

vi) Remain responsible for any accident and/or mishap taking place while undertaking demolition and/or clearance of the site and also while constructing erecting and completing the said project and/or buildings in accordance with the said plan and has agreed to keep the owners here in save harmless and fully indemnified from and against all the costs, charges, claims, actions, suits and proceeding/s thereof.

vii) The Developer shall remain responsible, during the project and until completion thereof, to cause and keep the said project adequately insured against all risks and in the event of any loss/accident occurring in connection with the said project, the Developer shall be solely entitled to receive and obtain the compensation/claim/benefit of insurance from such insurance policy and the amount so received as and by way of settlement amount from the insurance company shall be exclusively utilized by the Developer for completion of the said project.

viii) Incur all costs, charges and expenses for the purpose of constructing erecting and completing the said building/s in accordance with the said plan.

Munja SA A7 Aditya Ault

io) Not to allow any person to encroach or permit any encroachment by any person and/or persons into or upon the said premises or any part or portion thereof.

xi) Not to expose the owners herein to any liability and shall regularly and punctually make of the fees and/or charges of the Architect, Engineer and their agents as may be necessary and/or required for the purpose of construction, erection and completion of the said project.

xii) Upon completion of the project and handing over the allocations of the owners the Developer shall form the flat owners association/Association of Shop keepers and handover the charges leveled against of the project to the said Association herein and the owners will not be responsible for maintenance of common services, amenities whatsoever for non-formation of the association and it shall be the sole liability of the Developer herein. Till formation of such association the Developer shall maintain all common areas amenities, services for the common purposes Written and /or given and /or damage or destruction or collapse or fall of the same or any part or parcel of the same caused at and upon the said building/s due to defect of construction, construction, promotion erection development and building or so of the multi-storied building/s at and upon the schedule property hereunder written and /or given in any manner whatsoever for all times to come.

3. In consideration of the premises and subject to the provisions contained in these presents, the Developer hereby agrees and undertakes to carry out the Development of the "said premises" and/or the said land and/or the construction of the said building in accordance with the sanctioned plan and in accordance with the rules, regulations and bye-laws of the Kolkata Municipal Corporation .

4. The Developer herein shall be responsible to arrange all necessary finances and/or funds and/or moneys as may from time to time be necessary or required for the development of the said land and/or construction of the said building and in this respect, the owners and/or the Confirming Party shall not in any manner be liable or responsible.

5. The Developer shall not require the Owners/confirming Party to finance and/or to pay the costs of construction and/or development of the said land and/or construction of the building.

6. The Developer shall at their own costs and expenses apply for and obtain necessary revised plan from the Kolkata Municipal Corporation authorities as may be required for the development of the "said premises" and/or the said land. The costs charges and expenses for the sanction of revised plan including the revised sanction fee and other costs and expenses as may be required to be paid and/or incurred for and on account of the development of the "said premises" and/or the construction of the said building shall be borne and paid by the Developer .

7. It is hereby clarified that the Developer herein shall be liable to pay all further costs of revision/modification of plans if any since a sanction plan already exists on the

At Manjira 25/11/2020 Aditya And

date of signing of this presents and the Developer herein shall not be liable to pay the original sanction fees paid by the owners/confirming party or otherwise .

8. The Developer unless prevented by any restraint order from the appropriate court of law or any Government or Semi-Government authority or any statutory body or authority like Kolkata Municipal Corporation , Calcutta Metropolitan Development Authority, Police Authority, Fire Brigade Authority etc. shall complete the construction of the said building within 48 (Forty eight) months . (The date of starting of construction shall be construed to be the date when all the tenants have been vacated or the Owners and the Developer come to a conclusion that further tenants cannot be vacated/Rehabilitated in any way). In case of there being any such restrain order, the period by which the development work will be delayed shall not be excluded while computing the period by which the work of construction of the said building is to be completed.

9. The development of the "said premises" and/or the construction of the said building shall be made complete in all respect including installation of lift, tube-well, electrical connection and fittings, transformer, water pumps, sewerage and drainage connections, plumbing and sanitary fittings as also over head and under-ground water tanks.

10. The Developer shall carry out the development work and/or construction of the said building by use of standard quality building materials, sanitary and electrical fittings. The Developer shall cause the installation of lift having sufficient capacity. The landings, lobbies as also entrance shall be decorated by use of marble and/or granites.

11. The building materials and debris as would come out from the demolition of the said building and structures shall belong to the Developer and the Owners equally.

12. The Developer shall at its own costs and expenses apply for and obtain all necessary, clearances, permissions No Objections and approvals as may from time to time be required to be obtained from the appropriate Government authorities and/or departments in connection with the development of the said premises and/or construction of the said building.

13. The Developer shall keep the Owners indemnified and harmless against all third party claims and actions arising out of any act of commission or omission on the part of the Developer in relation to the said development work and/or construction of the building.

14. The Developer shall keep the Owners well informed in respect of carrying out of the development work and/or construction of the building.

15. After finalization of the Plans, Drawings, Elevations, Sections and other required papers and documents and subject to fulfillment of the obligations on the part of the Party hereto of the First Part and other co-Owners of the said Premises, the Party hereto of the Third Part/Developer shall cause the Plans, Drawings, elevations, Sections and other required papers and documents to be submitted to the Appropriate Authority under the signatures of its Authorised Representatives and/or executed by the Constituted Attorney of the Party hereto of the Third Part/Developer for sanction, permission and approval. All fees, remunerations, costs, charges and expenses for appointment of the architect, Engineers, Surveyors and others as also for preparations revision, amendment and deposit of all Plans, Drawings and others including sanction fees, levies and imposition thereof shall be paid and borne by the Party hereto of the Third Part/Developer. In the event so required, the Party hereto of the Third Part/Developer

AT

Mangli

AB

Aditya Aurt

shall also cause to be prepared necessary revised Plans and Drawings and have the same duly signed by the Party hereto of the First Part.

16. Within 30 (Thirty) days from the date of causing to vacate the said entire Premises by the Party hereto of the Third Part and subject to the appropriate permission being received from the Municipal Authority, the Party hereto of the Third Part/Developer shall undertake demolishing of the existing Building and structures at the said premises as per requirements of the concerned Authority, it shall be lawful for the Party hereto of the Third Part/Developer and the owners equally to appropriate all proceeds and realisations from the recovery of salvage of the building structures of building materials or otherwise after demolition thereof.

17. Unless prevented by any act of God, natural calamity, riot, war, civil commotion or unrest, strike, statutory and/or judicial preventive orders and not caused because of any act, deed and thing on the part of the Party of the Third Part/Developer or on any other unforeseen and unavoidable ground or grounds beyond the control of the Party hereto of the Third Part/Developer, the erection and construction of the said building at the said Premises including all grounds job shall be completed within 48 (Forty eight) months as above stated. (The date of starting of construction shall be construed to be the date when all the tenants have been vacated or the Owners and the Developer come to a conclusion that further tenants cannot be vacated/Rehabilitated in any way).

18. The said building will be constructed erected and completed with such standard materials and/or specifications and the quality and workmanship shall be such as are normally provided for in first class residential building.

19. All costs, charges, cess, levies, impositions, statutory s, building materials, permissions, licences, quotas and other requirements for erection, construction and completion of the buildings shall be paid and borne by the party hereto of the Third Part/Developer and the Party hereto of the first and Second part shall have no responsibility and/or liability towards of any costs, charges and expenses by whatever name called relating to and/or arising therefrom in any manner of whatsoever nature.

20. All labourers, workmen, supervisors and other employees or persons by whatever definition employed, engaged, deputed, appointed or required for erection, construction and completion of the buildings shall be regarded as the Party hereto of the Third Part/Developer employees or workmen and the Party hereto of the First and Second Part shall have no concern with them and not be responsible or liable for meeting any obligations in any manner whatsoever.

21. No sooner the allocated Building is complete, the Party hereto of the Third Part/Developer shall cause notice thereof being served upon the Party hereto on the First Part and the Second Part asking it to take possession of the same within 7 (Seven) days from the date of receipt of the Notice.

22. The Party of the Third Part/Developer will be entitled to enter into agreements with the buyers of the various flats units apartments, office/shop/car parking spaces /Godowns or otherwise and/or other constructed spaces of the building in respect of its share of Allotment.

23. The format of the Draft Indenture of Conveyance, that shall be ultimately required to be executed and registered by the Party hereto of the First Part unto and in favour of the Party hereto of the Third Part/Developer and/or its nominee or nominees in respect of and/or relating to the Allocated portions of the Building of the Party hereto of

At

the Third Part/Developer and/or any part thereof, shall be prepared by the Party hereto of the Third Part/Developer and within the time frame specified hereinafter and shall cause the draft indenture of Conveyance to be approved by the Party hereto of the First Part. All Deeds of Title that shall be ultimately executed unto and in favour of the Party hereto of the Third Part/Developer and/or its nominee or nominees in respect of and/or relating to the Allocated portions of the Building of the Party hereto of the Third Part/Developer and/or any part thereof shall be in consonance with the approved format.

24. The Developer shall be solely responsible for applying for and obtaining all permissions, clearances, no objection certificates and other approvals required for carrying out development at the Project Property, including those required from Pollution Control Authority, Fire Service Authorities, Police Authorities, Municipal Authorities or any other Statutory Authorities, in its own name and/or in the name of the Party of The First Part and/or in the name of the Party of The Second Part, as the case may be.

25. The Developer shall maintain proper account and books of accounts pertaining to the Project Development and to be certified by Auditor annually. Quarterly Statement of Account duly signed by the Developer shall be furnished to the Party of The First Part and the Party of The Second Part. The Developer shall also furnish a copy of all statements submitted to the West Bengal Housing Industry Regulation Act (HIRA) 2017 or Real State Regulation Act or as applicable from time to time to the First and the Second part simultaneously with the deposit of the same with the relevant authorities.

11.39. **By Owners:** The Owners hereby indemnify and agree to keep the Developer saved, harmless and indemnified of from and against any and all actions, suits, proceedings, claims, losses, damages, costs, charges, expenses, liabilities, demands and consequences (whether criminal or civil) whatsoever suffered by Developer and/or its nominees and/or assigns relating to the ownership and title of the said Property and arising from any breach of this Agreement by the Owners and/or arising from any defect/deficiency in title of the said Property and/or any encumbrance etc. and/or arising from any of the declarations, representations, agreements and assurances made or given by the Owners being incorrect and/or in case of any act omission, breach or default of the Owners.

11.40. The Owners herein have agreed:

- i) To Co-operate with the DEVELOPER in all respect for development of the said premises in terms of these presents.
- ii) To execute all deeds documents and instruments as may be necessary and / or required from time to time.
- iii) For the purpose of obtaining all premises approvals and /or sanctions to sign and execute all deeds documents and instruments as may be necessary required to enable the DEVELOPER undertake construction of the project and / or Buildings in accordance with the said plan.
- iv) To execute a General Power of Attorney in favour of the Developer and/ or its nominee and / or nominees for raising construction.
- v) To execute the Deed of Conveyance / Lease in respect of the various constructed portion unto and in favour of the intending purchaser acquiring units apartments constructed spaces and car parking spaces.

At

Mumbai

DR Aditya Anit

vi) In view to avoid any further complication the owners herein undertake that they will not cancel this Agreement for Development as well as the General power of Attorneys granted by them subject to the fact that the DEVELOPER herein shall perform these presents to the satisfaction of all the terms and conditions hereof.

vii) The Owners shall render their best co-operation and assistance to the Developer in the matter of development of the "said premises" and/or construction of the said building, as also handing over the possession on "As is where is basis" of the said premises.

viii) The Owners shall not do any act deed matter or thing nor permit anyone to do any act deed matter or thing which may in any manner cause obstruction and/or interference in the development of the "said premises" and/or construction of the said building.

ix) The Owners shall sign execute and deliver all necessary papers, applications, plans, sketches, maps, designs and other documents as may from time to time be required for obtaining necessary sanctions, permissions, approvals and/or No Objection Certificate from the appropriate government authorities and/or departments with regard to the proposed construction of the building and/or development of the "said premises" and for obtaining all other facilities as may be necessary for the beneficial use and occupation of the said building and/or unit or units thereat.

x) The Owners herein shall render their best co-operation and assistance as may from time to time be necessary in the matter of obtaining necessary sanctions and/or permissions and/or clearances including necessary sanction of plan from the Kolkata Municipal Corporation authorities.

xi) The owners shall as may from time to time be necessary sign execute and deliver all applications, papers, documents and declarations to enable the DEVELOPER to apply for and obtain telephone, gas, electricity, telex, sewerage, water connection and other public utility and essential services in or upon the said premises and/or the building.

xii) The Owners shall render their best co-operation and assistance in the matter of DEVELOPER obtaining the vacant and peaceful possession of the said premises subject to the tenants, subject however to the terms conditions relating to the tenants as stated hereunder in this Agreement.

xiii) The Owners herein shall grant Power of Attorney in favour of the DEVELOPER and/or its nominees authorizing and/or empowering it/them to sign, on behalf of the owners and represent the Owners before the Kolkata Municipal Corporation authorities and other appropriate government authorities and/or department including telephone, electricity, gas and other necessary sanctions, approvals, permissions and No Objection Certificates as may be required for carrying out the said development work and/or construction of the said building.

xiv) The Party hereto of the First Part shall not claim any compensation or of whatsoever nature relating to the existing structure or building materials or otherwise or proceeds from the recovery or salvage thereof subsequent to its demolition, which shall be appropriated by the Developer and the owners in equal ratio herein.

xv) During the course of erection, construction and completion of the said building, the Party hereto of the First Part, directly or through any of its representative

At Manj DA Aditya Anil

deposit/sinking fund, deposit/expenses for formation of the Maintenance Company, Common Expenses being all expenses to be incurred, paid, borne and contributed by the Transferees proportionately for the management, maintenance and upkeep of the New Building, the said Property and the Common Portions and/or for the common purposes, Maintenance Charges and deposits for the same, Municipal Taxes for Common Portions and deposits for the same, purchase and installation of generator, deposits demanded by the electric supply authority and other agencies as also the charges and expenses for HT electric equipment and cabling, charges for additional work and amenities that may be provided in addition/modification of the specifications agreed with the Transferees, charges, out pocket expenses and fees payable for changes/ regularisation/ completion under applicable Rules or provisions, etc.

11.42. Additional/Further Construction: If at any time additional/further constructions become permissible on the said Property due to change in any law or Building Rules or otherwise, then such additional/further constructions shall be made by the Developer at its own costs and such additional/further constructed spaces shall also be shared by the Owners, and the Developer in the same ratio i.e (the owners : the Developer 50:50)

a. the Owners herein hereby agree and undertake that they shall make available the title deeds and documents of the subject project and the DEVELOPER herein shall be entitled to have inspection of the same including the intending purchasers or buyers thereof any unit / flat/ Apartment / space and others of the subject project and undertake that the owners herein shall not create any charge or mortgage of the FIRST SCHEDULE property hereunder written and / or given in any manner whatsoever save and except the owners allocation and that too the Owners herein shall be doing the same once the allocation shall be provided to the Owners herein.

b. After completion of the project and post obtaining necessary completion certificate (C.C) from the concerned municipal and other authority or authorities, in the event of some flats/units/apartments/shops/roof constructed specific space, open spaces and / or car parking spaces remaining unsold, the parties herein shall distribute the same amongst themselves in thereto of (the owners : the Developer 50:50) and for such purpose, the parties or either of them shall pay the differential amount, if any, which might become payable for proportionate distribution of such unsold portion of the building, which shall be calculated at a mutually agreed to be decided at such point of time.

c. The DEVELOPER herein shall be entitled to assign this Development Agreement to any Third Party at the same terms and conditions.

d. All disputes and differences arising out of or in relation these presents shall be referred to Arbitral of the three arbitrators, one to be appointed by the owners and the DEVELOPER herein and both the aforesaid appointed Arbitrator will appoint third arbitrator. The arbitration proceeding will be held under the provision of Arbitration and Conciliation Act, 1996 or any statutory modification thereof for the time being in force. The Arbitral Tribunal has the summary power to pass interim Award, interim direction, orders etc.

e. Courts of Calcutta alone shall have the jurisdiction to entertain try all action suits, proceedings arising out of these presents.

11.43. ARTICLE - BUILDING

M. Manj

Aditya
Ansh

- a. The DEVELOPER shall at its own costs construct erect and complete the project on the said premises in accordance with the sanctioned plan as per the specifications more fully and particularly mentioned, described, explained, enumerated, provided and given in the FOURTH SCHEDULE hereunder written and / or given and the common facilities and amenities hereinbefore mentioned with first class materials as may be certified by the Architect of the said project and the same shall be completed within the said completion date.
- b. Subject as foreaaid the decision of the Architect regarding the quality of the materials shall be final and binding between the parties hereto and the said project will be constructed erected and completed in accordance with the specifications details whereof are mentioned in the Fourth Schedule hereunder written.
- c. It is made clear that the all unit buyers thereof shall share in common the proportionate charges for s, deposits made to CESC/ W.B.S.E.B for H.T. / L.T. Line charges, all cable installations, DEVELOPER's remuneration, transfer, meters, sub-meters and cables and their installation charges and accessories and in respect thereof shall be made to the DEVELOPER save and except the Owner and the confirming party allocated area.
- d. The DEVELOPER shall be authorized in the name of the Owners insolar as necessary to apply for and obtain quota entitlement and other allocation of or for cement, iron bricks, and other building materials allocable to the Owners for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, drainages and/ or gas to the project and other inputs and facilities required for the or the better enjoyment of the building but all the costs and expenses shall be borne by the DEVELOPER herein without creating any financial liabilities on the Owners and the confirming Party herein for which purpose the Owners shall execute in favour of the DEVELOPER or its nominee or nominees necessary power of Attorney power and other authorities as shall be required by the DEVELOPER. Power of Attorney will remain in force until the Municipality statutory authorities issues of completion of building and all the conveyance of the various Unit holders are executed and registered.
- e. The DEVELOPER herein shall at its own costs and expense and without creating any financial and other liability on the owners and the confirming party herein construct and complete the project of various Units/ Flats/Apartments / Car Parking spaces therein in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by the DEVELOPER as per specification described in the FOURTH SCHEDULE hereunder written and /or given.
- f. All costs charges and expenses including Architect's structural Engineers fees shall be discharged by the DEVELOPER and the owners and the confirming Party herein shall bear no responsible in this context.
- g. The owners and the confirming Party herein shall not cause any obstruction or interference in the DEVELOPER continuing with the construction erection and completion of the said project as well as ensure that no one else claiming any right, title interest through or behalf of the owners will obstruction or create any problem or difficulty in such construction.

THE OWNERS AND THE DEVELOPER AGREE AS FOLLOWS :-

At Marj

Amil

At Aditya

1. The parties herein being the owners, and the DEVELOPER do hereby state and agree that the entire Project shall be made with the rules framed under West Bengal Housing Industry Regulation Act (HIRA) 2017 or Real State Regulation Act or as applicable from time to time.

2. It is hereby agreed between the parties hereto that although the Parties shall be entitled to enter into Agreement for sale for their respective portions as allotted to them (As may be allotted) but the proceeds received from the same shall be strictly deposited with a separate Bank account (70 seventy %) to be opened by the owners, and the Developer respectively .

3. It is hereby agreed that the Developer shall hereby supply the certificates of the Architects, Engineer and the Chartered Accountant to the Owners from time to time in order to enable them to withdraw amounts as permitted by West Bengal Housing Industry Regulation Act (HIRA) 2017 or Real State Regulation Act or as applicable from time to time.

4. The Developer shall be liable for the structural liability and or other obligations for constructions as per West Bengal Housing Industry Regulation Act (HIRA) 2017 or Real State Regulation Act or as applicable from time to time. Similarly the owners and the Confirming party shall also comply with their obligations under West Bengal Housing Industry Regulation Act (HIRA) 2017 or Real State Regulation Act or as applicable from time to time.

5. It is hereby agreed that the owners, and the Developer shall render to each other every fortnightly statements showing the number of Agreement for sale entered by them including all details of area sold and the amount of consideration received along with a copy of the Bank statement showing that (70 seventy %) proceeds received by them has been deposited into the said Bank account and shall only be used as per the West Bengal Housing Industry Regulation Act (HIRA) 2017 or Real State Regulation Act or as applicable from time to time.

6. The owners, and the Developer may hereby also agree that for the sake of maintaining and complying with West Bengal Housing Industry Regulation Act (HIRA) 2017 or Real State Regulation Act or as applicable from time to time , the parties may decide to join as Owners, Confirming Party and the Developer in all Agreement for sale that may be entered into and the party making the sale shall deposit the money in a single Bank account to be signed by the representatives of all the parties.

THE OWNERS AND THE DEVELOPER AGREE AS FOLLOWS :- (Regarding portions of Tenants as described hereunder)

1. The owners and the Developer herein have agreed to the following terms and conditions regarding the existing tenants in the Building :-
 - a. The owners state that the following tenants are still present in the Building and the area occupied by them is as stated herein below.
 - b. As agreed the Developer herein shall make payment of all amounts to the Tenants for their rehabilitation/vacating And the Owners shall be a party to such Tenant Rehabilitation Agreements.
 - c. It is further agreed that the area so vacated by the tenants shall be equally allotted to both the owners and the developer .
 - d. It is further agreed that the amounts paid by the Developer for vacating/rehabilitation of the tenants shall be borne by the owners and the Developer equally and therefore the owners shall repay back the said amounts (

Mamij *At* *Authy* *DA* *Auth*

50% (Fifty) % to the developer as and when the owners realize money from sale of their allocation.

It is further clarified that the owners shall return the said amounts paid for vacating/rehabilitation the tenants to the Developer from the sale proceeds received by them (50% of the sale proceeds shall be paid to the Developer from time to time as and when the owners receive the consideration money from Agreement for sale/Conveyance or otherwise whichever is earlier. In short, The owners shall retain 50% of the consideration received and remit 50% towards tenants vacating /rehabilitation amount .

- e. It is further agreed that incase a few tenants do not wish to vacate the property then in that case the area so allotted to the tenant shall be deducted out of the owners allocation . The Developer herein shall not be liable to contribute any area in the event of the tenants not vacating their respective areas.
- f. It is further clarified that incase a Tenant does not vacate then in that case the tenant shall continue as the tenant of the Owners herein and the area so allocated to the tenant shall be deducted from the owners allocation.

Any further conversation of tenancy to ownership or otherwise shall be solely decided by the owners herein who shall be entitled to receive any amounts from such tenant as they feel fit and proper.

In the case of surrender of tenancy after deduction from the owners allocated area such surrendered area by the tenant shall belong to the owners.

- 11.44. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written, oral or implied.
- 11.45. **Validity:** The parties are executing this Agreement as a legally binding contract with intent to be bound by the terms hereof. If any term or provision herein contained shall be held to be invalid or unenforceable, the same shall not affect the validity or enforceability of the other provisions of this Agreement and the parties shall endeavour to replace such term or provision with a valid and enforceable term or provision which corresponds best to the original intention.
- 11.46. **Counterparts:** This Agreement is being executed in duplicate. The original Agreement shall be registered at the costs and expenses of the Developer and the Developer shall be entitled to the custody of the same. The Owners shall be entitled to the custody of the duplicate.
- 11.47. **Essence of the Contract:** The Owners and the Developer expressly agree that the time periods, the mutual covenants and promises contained in this Agreement shall be the essence of this contract, subject to Force Majeure.
- 11.48. **No Partnership:** The Owners and the Confirming party and the Developer have entered into this Agreement purely on a principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 11.49. **No Implied Waiver:** Failure or delay by either Party to enforce any right under this Agreement, shall not amount to an implied waiver of any such rights. A waiver on

Manjiv A. Anil

As Anil

occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion.

- 11.50. **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 11.51. **Name of the Project:** The name of the Project shall be decided by the Developer and the owners. The name of the Project shall contain the brand name of the Developer.
- 11.52. **No Transfer at present:** Nothing in this presents shall be construed as a present transfer, demise, assignment or conveyance in law of the said Property or any part thereof to the Developer by the Owners. No transfer of any title is intended to be or is being made by virtue of this Agreement. The transfer of title is intended to and shall take place only after Completion of the New Building.

11.53. **Defaults:**

DEFAULT AND REMEDIES

a. Unless prevented by circumstance beyond its control or if the DEVELOPER shall commit any default and / or breaches of any of the terms and conditions herein contained and on the part of the DEVELOPER to be paid performed and observed or in the event of the DEVELOPER failing to complete the said project and / or said projects within the completion date as hereinbefore recited or after a grace period of six months then and in that event without prejudice to any of the rights claims contentions which the owners herein may have against the DEVELOPER, the DEVELOPER shall be liable and has agreed to pay to the owners such compensation as may be decided by the Arbitrators.

FORCE MAJEURE

b. The DEVELOPER herein shall not be treated as default and the DEVELOPER obligations and covenant will be suitably extended under the Force Majeure clause. Force Majeure shall include natural calamities, Act of God, flood, tidal waves, earthquake, riot, war, storms, tempest, fire, civil commotion, air raid, strikers (including by DEVELOPER/ construction agencies) lock out, transport, strike notice or prohibitory order from Municipal Corporation or any other statutory body or any court, receiver, government Regulations, new and / or changes in any Municipal or other rules, laws or policies effecting or likely to affect the project or any part or portion thereof, shortage of Essential commodities and / or any circumstance beyond the control or reasonable estimation of the parties herein.

c. Save as mentioned above, none of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration. In the event of any default on the part of either Party, the other Party shall be entitled to sue the Party in default for specific performance of this Agreement. Damages may be claimed by a Party in addition to specific performance as may be agreed mutually between the parties or as may be decided by the Arbitrator.

d. If the Developer has failed to complete construction of the New Building within 48 (Forty Eight) months as stated above and after allowing a grace period of 6 (six) months and after allowances of any reasons of Force Majeure, The Owners herein shall be entitled to cancel this Agreement for development and the Power of Attorney by a written notice served on the Developer at its registered office by Registered post it is hereby clarified that if the project is actually affected by any reasons of Force Majeure then that such excess period shall be allowed after the grace period.

e. The Developer has declared bankrupt or has been declared defunct company or has filed insolvency.

Manoj A1 A. S. L. S. Post
DA

f. If the Developer admits that they do not have the funds to complete the project and on its own motion desires to quit the project.

It is further clarified that in case the Developer becomes incapable to complete the constructional work of the proposed new building, the Developer shall intimate the same to the owners by written notice;

The parties shall thereafter held meetings and decide either to appoint a third party for completion of the work or the owners may suitably pay to the Developer an agreed amount of money towards the constructional work already done by the Developer.

g. It is hereby also accepted between the parties that the cancellation of Agreement for development shall automatically make the development power of attorney void and unusable and the Developer shall immediately return the same to the owners.

h. If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, that Party shall inform the other Party in writing within 15(fifteen) days of the commencement of the event of Force Majeure specifying the nature and extent of the circumstances giving rise to the event/s of force majeure. Similar notice in writing shall also be given upon cessation of the Force Majeure event. Subject to written notifications as above with proof of service, neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall upon occurrence and cessation of any event constituting Force Majeure be extended by the same period as the period of Force Majeure event.

11.54. Amendment/Modification: No alteration, amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties and expressly referring to the relevant provision of this Agreement provided however it shall not be necessary to register such writing.

11.55. Notice: Any notice or other written communication given under or in connection with this Agreement may be delivered by hand against written acknowledgment, or sent by facsimile transmission with proof of proper transmission, or sent by Registered Post/Speed Post with Acknowledgement Due to the address of the relevant Party mentioned in this agreement or such other address as may be notified in writing by each Party from time to time.

11.56. Arbitration: Any dispute or difference between the parties hereto arising out of and/or relating to and/or concerning the said Property and/or this Agreement or any term or condition herein contained and/or relating to interpretation thereof shall be referred to the arbitration of three Arbitrators in accordance with the Arbitration and Conciliation Act, 1996 and any amendment or replacement thereof. The Owners shall jointly appoint one arbitrator and the Developer shall appoint one arbitrator and the two arbitrators so appointed shall appoint the third arbitrator. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the Arbitrators shall have summary powers and may make or give interim orders, awards and/or directions. The Arbitrators shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law but shall give reasons for the award. The Award(s) made by the Arbitrators shall be final and the parties agree to be bound by the same.

11.57. Jurisdiction: In connection with the aforesaid arbitration proceedings, the Courts at Kolkata only shall have exclusive jurisdiction to receive, entertain, try and determine all actions and proceedings.

Amit

AT Audity WA

Manoj

- 11.58. **Statutes:** In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.
- 11.59. **Number:** In this Agreement, any reference to singular includes plural and vice-versa.
- 11.60. **Gender:** In this Agreement, words denoting any gender include all other genders.
- 11.61. **Party:** In this Agreement, any reference to a Party is to a party to this Agreement.
- 11.62. **Clause or Paragraph:** In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.
- 11.63. **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 11.64. **Headings:** In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO:

PART -I

Re: 81/1, Nimtolla Ghat Street

ALL THAT the two storied brick built messuage tenanted house and corrugated iron shed standing thereon measuring 740 sq.ft. more or less together with the piece and parcel of land thereunto belonging and on part whereof the same are erected and built containing by estimation 2 cottahs 15 Chittacks and 29 sq.ft more or less situate lying at and being premises No. 81/1, Nimtolla Ghat Street in astatuty in the North Division of the town of Calcutta and bounded and bounded as follows:-

on the north :- partly by premises No. 82, Nimtolla Ghat Street and partly premises No. 1 and 2, Ramjan Lane,

Amt

Manj An Aditya

DB

on the East :- Partly by premises No.81, Nimtolla Ghat Street and partly by Premises No.80, Nimtolla Ghat Street

on the south :- Partly by Premises No.81, Nimtolla Ghat Street and partly by Nimtolla Ghat Street

on the West :- By premises No.82, Nimtolla Ghat Street.

PART -II

Re. 82A & 82B, Nimtolla Ghat Street

ALL THAT partly one storied and partly two storied brick built meassage tenement or tenanted house measuring 6640 sq.ft. more or less together with the piece or parcel of land thereunto belonging on part whereof the same is erected and built containing by estimation 16 cottah 1 Chittack be the same a little more or less situate lying at and being premises Nos.82A, and 82B Nimtolla Ghat Street and butted and bounded in the following manner that is to say :-

on the North : By Mohamed Ramjan Lane,

on the East : Partly by Premises No. 81/1, Nimtolla Ghat Street and partly by premises No. 1 and 2, Mohamed Ramjan Lane,

on the South : Partly by premises No. 82, Nimtolla Ghat Street and partly by premises No. 81/1, nimtolla Ghat Street

on the West : by Common Passage.

(PART- III)

**(Amalgamated premises including 81/1 , 82A & 82B Nimtolla Ghat street)
(Presently Premises no. 82A, Nimtolla Ghat Street)**

ALL THAT piece and parcel of land measuring about 21 (Twenty one) cottahs ,29 (twenty Nine) sq.ft. be the same a little more or less and on actual measurement 1404.682 Sq. Mtrs or 15114 sq.ft. more or less consisting of a separate two storied brick built meassage tenanted house and corrugated iron shed standing thereon measuring 740 sq.ft. more or less and another structure being partly one storied and partly two storied brick built meassage tenement or tenanted house measuring 6640 sq.ft. more or less situate lying at and being premises Nos.82A, Nimtolla Ghat Street, Police station - Jorabagan Post office : Beadon street , Kolkata - 700 006 and within the limits of the Kolkata Municipal Corporation which is butted and bounded as follows:-

ON THE NORTH: Md. Ram Jan Lane

ON THE SOUTH: Nimtolla Ghat Street

ON THE EAST: 80 Nimtolla Ghat Street

ON THE WEST: Common passage

**THE SECOND SCHEDULE ABOVE REFERRED TO
(OWNERS ALLOCATION)**

Munir A. Ashty

Ant

NA

ALL THAT the 50 (Fifty) % share of the total saleable area in the proposed project to be constructed at and upon the said premises togetherwith open, covered space, roof and common areas and facilities with all locational advantage and market value.

THE THIRD SCHEDULE ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)

ALL THAT 50 (Fifty) % share of the total saleable area in the proposed project to be constructed at and upon the said premises togetherwith the open, covered space, roof and common areas and facilities with all locational advantage and market value.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(DESCRIPTION)

1. Foundation: pole foundation.
2. Substructure & : Reinforced concrete manufactured from portend
Superstructure
3. Toilet Bath Room: ceramic Tiles Flooring Bathroom & other bathrooms
Colored tiles upto door height of 7 feet
4. Kitchen : Kitchen - Granite kitchen top and stainless steel sink
with 2' dado in ceramic tiles
5. Flooring : All areas vitrified Tiles
6. Windows : Aluminium sliding windows
7. Doors & Door : wooden frame and commercial block board flush frames
doors and main door Flush door
8. Sanitary Fittings : 1 Wash Basin
1 Tab Mixer
1 European style toilet
Other Bathrooms
1 wash Basin
1 shower
1 European style toilet
Hot and cold water line in all water bathrooms.
9. Electrical : Concealed copper wiring
Living and dining: 2 light, 2 fan, 15 -amp plug,
1 TV and 1 AC point

Kitchen: 1 Light, 15 -amp plug, 1 Exhaust point

Master Bedroom: 2 Light, 1 fan, 5 - amp plug point,
Bathroom : 1 Lights, 15 -amp plug point.
10. Painting : Internal walls, plaster of paris
External Walls: Acrylic emulsion / Textured point
11. Waterproofed Roof: Roof will chemically waterproofed
12. Water Supply : Common tube well through overhead tank
13. Lift : 4Persons (capacity OTIS/ KONE)/ISI Equivalent

Manoj
At Aditya

Ant
AK

RECEIVED from the withinnamed Developer an amount of Rs. 1,31,00,000/- (Rupees One Crore thirty one Lacs only) being the amount of part advance payable by the Developer as per the memo stated below:

DATE	Chq/p.o	Name of the Bank	Amount
07-12-2019	330550	Deb Bank	Rs. 6, 50,000/- (Paid to Confirming Party)
07-12-2019	330546	Deb Bank	Rs.6, 50,000/- (Paid to Confirming Party)
07-12-2019	330549	Deb Bank	Rs.6, 50,000/- (Paid to Confirming Party)
07-12-2019	330548	Deb Bank	Rs.6, 50,000/- (Paid to Confirming Party)
16-01-2020			Rs.70, 00,000/- (Paid to UCO bank on behalf of Confirming Party)
21-02-2020	000002	Uco Bank	Rs. 8, 75,000/-
21-02-2020	000003	Uco Bank	Rs.8, 75,000/-
21-02-2020	000004	Uco Bank	Rs.8, 75,000/-
21-02-2020	000006	Uco Bank	Rs.8, 75,000/-

Rs.1,31,00,000/-

Witness:-

1. Ashu Basal

2. Monika Dey.

Ashok Jhunjhunwala
Manoj Jhunjhunwala
Aditya Jhunjhunwala
Amit Jhunjhunwala

JHUNJHUNWALA DEVELOPERS PVT. LTD.

Amit Jhunjhunwala
Director

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

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

1. Ashis Basak
2, Gurnitin Place
Kolkata - 1
2. Moumita Dey
2, Gurnitin Place
Kolkata - 1

Ashok Ghosh Ghoshwala
Aditya Ghoshwala
Amit Ghoshwala
Manoj Ghoshwala

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

1. Ashis Basak
2. Moumita Dey

JUNJHUMWALA DEVELOPERS PVT. LTD.

Amit Ghoshwala
Director

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

For Daman Builders Pvt. Ltd.

Ashis Basak
Director

1. Ashis Basak
2. Moumita Dey

Drafted by me
Ray K. Ray
Advocate, High Court, Calcutta
F1407/1500 (2020)

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

GRN: 19-201920-019118066-1 Payment Mode Online Payment
GRN Date: 21/02/2020 10:36:30 Bank: HDFC Bank
BRN: 1030898499 BRN Date: 21/02/2020 10:37:41

DEPOSITOR'S DETAILS

Id No. : 19010000284490/5/2020

(Query No./Query Year)

Name : ASHWINI KUMAR DAMANI
Contact No. : Mobile No. : +91 9830244300
E-mail :
Address : 10 LORD SINHA ROAD KOLKATA 700071
Applicant Name : Mr GOURANGA RAUL
Office Name :
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 5

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount (₹)
1	19010000284490/5/2020	Property Registration-Stamp duty	0030-03-103-003-02	75021
2	19010000284490/5/2020	Property Registration-Registration Fees	0030-03-104-001-16	131025

Total

206046

In Words : Rupees Two Lakh Six Thousand Forty Six only

NAME ASHOK JHAWJHAWALE



SIGNATURE Ashok Jhawjhwale
Ashok Jhawjhwale

LEFT HAND FINGER PRINTS				
LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS				
THUMB	FORE	MIDDLE	RING	LITTLE

NAME ADITYA JHAWJHAWALE



SIGNATURE Aditya Jhawjhwale
Aditya Jhawjhwale

LEFT HAND FINGER PRINTS				
LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS				
THUMB	FORE	MIDDLE	RING	LITTLE

NAME MANJIV JHON JHON WALA

SIGNATURE Manjiv Jhon Jhonwala



Manjiv Jhon Jhonwala

LEFT HAND FINGER PRINTS				
LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS				
THUMB	FORE	MIDDLE	RING	LITTLE

NAME ANIL JHON JHON WALA

SIGNATURE Anil Jhon Jhonwala



Anil Jhon Jhonwala

LEFT HAND FINGER PRINTS				
LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS				
THUMB	FORE	MIDDLE	RING	LITTLE

NAME: ASHWINI KUMAR DAMNI

SIGNATURE: *Aswini Kumari*



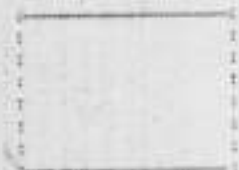
Aswini Kumari

LEFT HAND FINGER PRINTS				
LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS				
THUMB	FORE	MIDDLE	RING	LITTLE

NAME.....

SIGNATURE.....



LEFT HAND FINGER PRINTS				
LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS				
THUMB	FORE	MIDDLE	RING	LITTLE

THE
 GOVERNMENT OF INDIA
 SECTION COMMISSIONER OF INDIA
 IDENTITY CARD

Y07000000


Date of Birth: 1954-07-10
 Sex: Male
 Religion: Hindu
 Nationality: Indian
 Marital Status: Single
 Present Address: [Redacted]
 Permanent Address: [Redacted]
 Date of Issue: 1982-01-01
 Validity: Indefinite
 Card No: 00000000000000000000

Jasvinder Singh

Y07000000

Date of Birth: 1954-07-10
 Sex: Male
 Religion: Hindu
 Nationality: Indian
 Marital Status: Single
 Present Address: [Redacted]
 Permanent Address: [Redacted]
 Date of Issue: 1982-01-01
 Validity: Indefinite
 Card No: 00000000000000000000

This card is issued under the provisions of the
 Identity Card Act, 1950 and is valid for all
 purposes.
 It is issued to the holder as a proof of his
 identity and is valid for all purposes.
 It is issued to the holder as a proof of his
 identity and is valid for all purposes.
 It is issued to the holder as a proof of his
 identity and is valid for all purposes.



आयकर विभाग

संघन रूपरेखा

TAX DEPARTMENT

GOVT. OF INDIA

ADITYA JHUNJHUNWALA

ASHOK JHUNJHUNWALA

28/10/1983

AEVPJ6366F





ভারত সরকার

Government of India

MINISTRY OF ELECTRONIC INFORMATION TECHNOLOGY

Address

127, STAGRA, NEW DELHI

INDIA

Phone No.

011-2333 3333

Fax No.

011-2333 3333

www.mca.gov.in

www.mca21.com



আপনার স্মারক নং/Your Stamp No.

5927 9896 1541

সাধারণ - সামান্য মানের অধিকার



নাম/Name

Mr. Gaurang Kumar...

পিতা/Parent

Mr. ...

পিতৃ নাম/Parent Name

Mr. ...

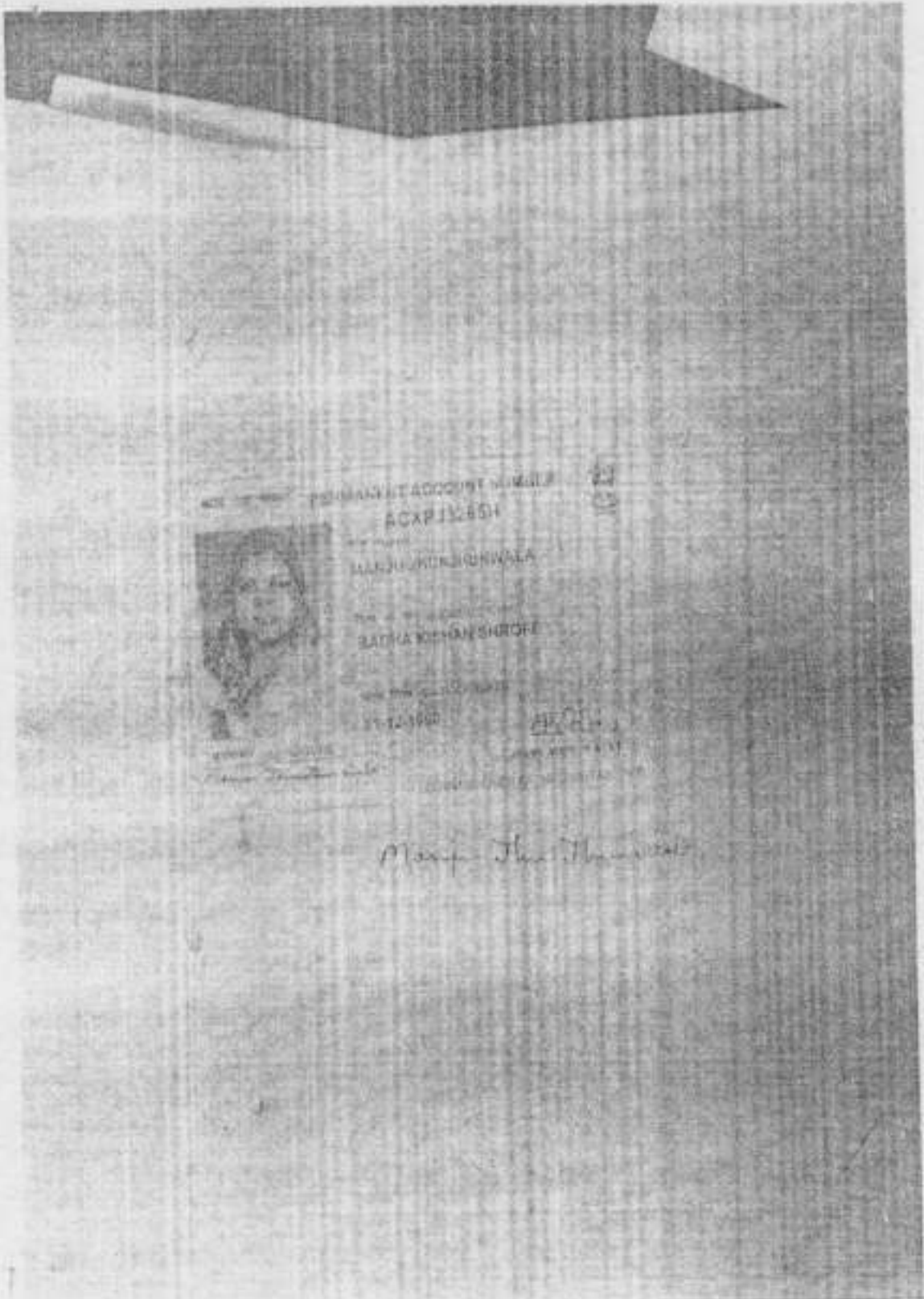
তারিখ/Date

2020



5927 9896 1541

সাধারণ - সামান্য মানের অধিকার



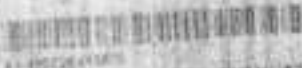


ভারত সরকার

Ministry of Health and Family Welfare
Government of India

স্বাস্থ্য ও পরিবার কল্যাণ মন্ত্রণালয়

স্বাস্থ্য পরিষেবা
সি.এ.সি.
কোম্পানী
সি.এ.সি.
স্বাস্থ্য পরিষেবা
সি.এ.সি.
কোম্পানী



আপনার আধার নং / Your Aadhar No.
2255 1553 1066

আপার - স্বাস্থ্য পরিষেবা

স্বাস্থ্য পরিষেবা



নাম: Mary Anandam
স্বাস্থ্য পরিষেবা

2255 1553 1066

আপার - স্বাস্থ্য পরিষেবা

2255 1553 1066

আপার - স্বাস্থ্য পরিষেবা



आयकर विभाग
भारत सरकार
TAX INVESTMENT
JHONKHWALA DEVELOPERS
PRIVATE LIMITED
03/10/2020
A. B. C.

भारत सरकार

वित्त विभाग

एन.टी.डी. भवन

लक्ष्मी नगर

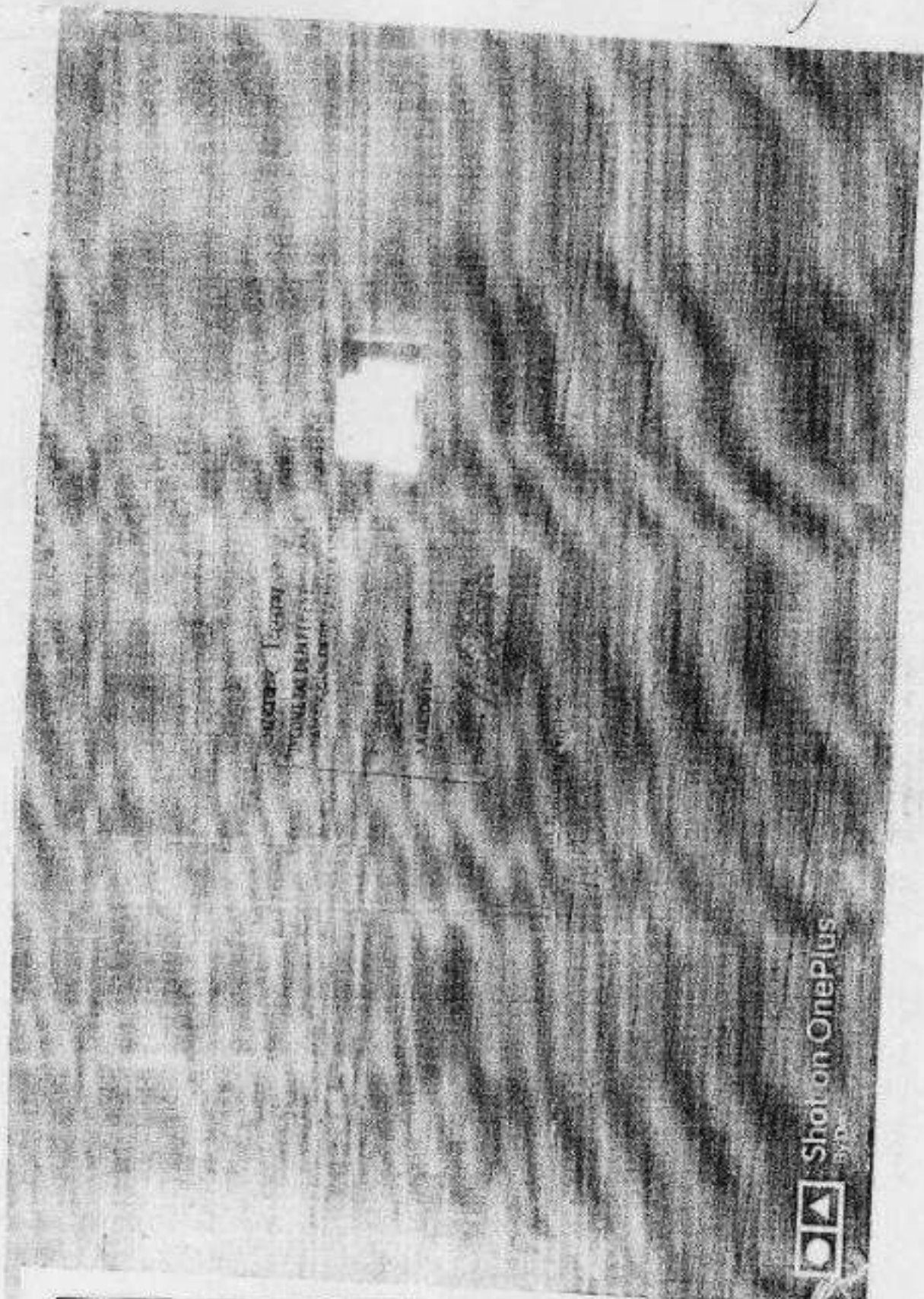
नई दिल्ली

दिनांक 15/11/20

श्री. अ. ज. नारायण

सर

A. J. Narayan



Shot on OnePlus
5 Pro

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

ASHWINI KUMAR DAMANI

SHAWRAH KUMAR DAMANI

22/11/1991

Permanent Account Number

AVUPD0426C

Ashwin Damani

Signature



Ashwin Damani



भारत सरकार

Government of India

 अर्थीक एवं सार्वजनिक

Aashim Kumar Dattani



 वेब साइट: www.aadhaar.gov.in

 याचिका क्र. **2934 6088 9208**



मेरा आधार, मेरी पहचान

Aashim Dattani



भारतीय पहचान प्राधिकरण

UIDAI

Unique Identification Authority of India

 वेब साइट: www.uidai.gov.in

 एड्रेस: **SD Sharma**

Kumar Dattani, Flat No: 114

Ankur Apartment, 16 Lane

Sohna Road, Midtown Area

Kirti, Midtown Road

New Delhi, 110017

 याचिका क्र. **2934 6088 9208**





DATED THIS 21st DAY OF February 2020

AGREEMENT FOR DEVELOPMENT

BETWEEN

SRI ASHOK JHUNJHUNWALA & ORS.

OWNERS

AND

JHUNJHUNWALA DEVELOPERS PRIVATE LIMITED

CONFIRMING PARTY

DAMANI BUILDERS PRIVATE LIMITED

DEVELOPER

S.K.DAGA (ADVOCATE),
2, GARSTIN PLACE
1st FLOOR
KOLKATA - 700 001
PH : 22313145/46 /22439138



भारतीय पहचान प्राधिकरण

ভারত সরকার

Unique Identification Authority of India
Government of India

संस्थापक सं. सं. : Bangalore No. 1215&002275721

Unique Identification Authority of India
1, 1st Floor, Survey No. 100
44/00th Street
Bengaluru
Karnataka
560002
India
www.aadhaar.gov.in



आधार संख्या / Your Aadhaar No. :
7921 1877 1444

आधार - भारतीय सरकार अधिकार



भारत सरकार
Government of India
आधार प्राधिकरण
1, 1st Floor, Survey No. 100
44/00th Street
Bengaluru
Karnataka
560002
India

7921 1877 1444

आधार - भारतीय सरकार अधिकार

Authenticating



भारतीय पहचान प्राधिकरण

ভারত সরকার

Unique Identification Authority of India
Government of India

- To establish a bond of trust, not of dependency
- To establish identity, authentication system

- आधार प्रमाणित करने के लिए
- आधार प्रमाणित करने के लिए
- आधार प्रमाणित करने के लिए
- आधार प्रमाणित करने के लिए

भारत सरकार
Government of India
आधार प्राधिकरण
1, 1st Floor, Survey No. 100
44/00th Street
Bengaluru
Karnataka
560002
India

7921 1877 1444

आधार - भारतीय सरकार अधिकार



←
ADDITIONAL REGISTRAR
OF ASSURANCES - KOLKATA
25 FEB 2020

Major Information of the Deed

Deed No :	I-1901-00819/2020	Date of Registration	25/02/2020
Query No / Year	1901-0000284490/2020	Office where deed is registered	A.R.A. - I KOLKATA, District: Kolkata
Query Date	15/02/2020 11:02:16 AM	GOURANGA RAUL 1 OLD COURT HOUSE CORNER, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 7044088903, Status : Solicitor firm	
Transaction	[0110] Sale, Development Agreement or Construction agreement	Additional Transaction	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,31,00,000/-]
Set Forth value		Market Value	Rs. 7,79,30,800/-
Stampduty Paid(SD)	Rs. 75,031/- (Article.48(g))	Registration Fee Paid	Rs. 1,31,025/- (Article:E, E, B, M(b))
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



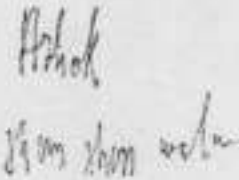





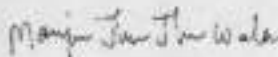
District: Kolkata, P.S:- Jorabagan, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nimtala Ghat Street, Premises No: B2A, Ward No: 020 Pin Code : 700006




Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS -)		Bastu	21 Katha 29 Sq Ft		7,44,19,450/-	Property is on Road
Grand Total :				34.7165Dec	0/-	744,19,450/-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	6640 Sq Ft.	0/-	33,61,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 6640 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete					
S2	On Land L1	740 Sq Ft.	0/-	1,49,850/-	Structure Type: Structure
Floor No: 1, Area of floor : 740 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		7380 sq ft	0/-	35,11,350/-	

Land Lord Details :










Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr ASHOK JHUNJHUNWALA Son of Late Ram Niwas Jhunjunwala Executed by: Self, Date of Execution: 21/02/2020 , Admitted by: Self, Date of Admission: 25/02/2020 ,Place : Office			
	25/02/2020	LTI 25/02/2020	25/02/2020	
18. Jatindra Mohan Avenue, P.O:- Beadon Street, P.S:- Burtola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ACTPJ9176D, Aadhaar No: 94xxxxxxxx6546, Status :Individual, Executed by: Self, Date of Execution: 21/02/2020 , Admitted by: Self, Date of Admission: 25/02/2020 ,Place : Office				
2	Name Mr ADITYA JHUNJHUNWALA Son of Mr Ashok Jhunjunwala Executed by: Self, Date of Execution: 21/02/2020 , Admitted by: Self, Date of Admission: 25/02/2020 ,Place : Office			
	25/02/2020	LTI 25/02/2020	25/02/2020	
18. Jatindra Mohan Avenue, P.O:- Beadon Street, P.S:- Burtola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AEVPJ6366F, Aadhaar No: 59xxxxxxxx1541, Status :Individual, Executed by: Self, Date of Execution: 21/02/2020 , Admitted by: Self, Date of Admission: 25/02/2020 ,Place : Office				
3	Name Mrs MANJU JHUNJHUNWALA Wife of Mr Ashok Jhunjunwala Executed by: Self, Date of Execution: 21/02/2020 , Admitted by: Self, Date of Admission: 25/02/2020 ,Place : Office			
	25/02/2020	LTI 25/02/2020	25/02/2020	
18. Jatindra Mohan Avenue, P.O:- Beadon Street, P.S:- Burtola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ACXPJ8285H, Aadhaar No: 22xxxxxxxx1066, Status :Individual, Executed by: Self, Date of Execution: 21/02/2020 , Admitted by: Self, Date of Admission: 25/02/2020 ,Place : Office				




Name	Photo	Finger Print	Signature
Mr AMIT JHUNJHUNWALA Son of Mr Ashok Jhurjhunwala Executed by: Self, Date of Execution: 21/02/2020 , Admitted by: Self, Date of Admission: 25/02/2020 ,Place : Office	 <small>25/02/2020</small>	 <small>L/R 25/02/2020</small>	 <small>25/02/2020</small>
18, Jatindra Mohan Avenue, P.O:- Beadon Street, P.S:- Burtola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFRPJ5772Q, Aadhaar No: 79xxxxxxxx1444, Status :Individual, Executed by: Self, Date of Execution: 21/02/2020 , Admitted by: Self, Date of Admission: 25/02/2020 ,Place : Office			
5 JHUNJHUNWALA DEVELOPERS PRIVATE LIMITED 18, Jatindra Mohan Avenue, P.O:- Beadon Street, P.S:- Burtola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006 , PAN No.:: AABCJ8965F, Aadhaar No Not Provided by UIDAI, Status :Organization as Confirming Party, Executed by: Representative, Executed by: Representative			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	DAMANI BUILDERS PRIVATE LIMITED 138, Canning Street, P.O:- Khangrapatty, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 , PAN No.:: AAACD9196F, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr AMIT JHUNJHUNWALA Son of Mr Ashok Jhurjhunwala Date of Execution - 21/02/2020, , Admitted by: Self, Date of Admission: 25/02/2020, Place of Admission of Execution: Office </td> <td>  <small>Feb 25 2020 1:02PM</small> </td> <td>  <small>L/R 25/02/2020</small> </td> <td>  <small>25/02/2020</small> </td> </tr> </tbody> </table> 18, Jatindra Mohan Avenue, P.O:- Beadon Street, P.S:- Burtola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFRPJ5772Q, Aadhaar No: 79xxxxxxxx1444 Status : Representative, Representative of : JHUNJHUNWALA DEVELOPERS PRIVATE LIMITED	Name	Photo	Finger Print	Signature	Mr AMIT JHUNJHUNWALA Son of Mr Ashok Jhurjhunwala Date of Execution - 21/02/2020, , Admitted by: Self, Date of Admission: 25/02/2020, Place of Admission of Execution: Office	 <small>Feb 25 2020 1:02PM</small>	 <small>L/R 25/02/2020</small>	 <small>25/02/2020</small>
Name	Photo	Finger Print	Signature						
Mr AMIT JHUNJHUNWALA Son of Mr Ashok Jhurjhunwala Date of Execution - 21/02/2020, , Admitted by: Self, Date of Admission: 25/02/2020, Place of Admission of Execution: Office	 <small>Feb 25 2020 1:02PM</small>	 <small>L/R 25/02/2020</small>	 <small>25/02/2020</small>						

Name	Photo	Finger Print	Signature
Mr Ashiwini Kumar Damani (Presentant) Son of Mr Shrawan Kumar Damani Date of Execution - 21/02/2020, Admitted by: Self, Date of Admission: 25/02/2020, Place of Admission of Execution: Office			
	Feb 25 2020 1:03PM	L1 25/02/2020	25/02/2020
10.Lord Sinha Road, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District-Kolkata, West Bengal, India, PIN - 700071, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AVUPD0426C, Aadhaar No: 29xxxxxxx9208 Status : Representative, Representative of : DAMANI BUILDERS PRIVATE LIMITED (as DIRECTOR)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr JEETENDRA SINGH Son of Late Mundrika Singh Darhat, P.O:- Darhat, P.S:- DARHAT, District-Rohtas, Bihar, India, PIN - 821306			
	25/02/2020	25/02/2020	25/02/2020
Identifier Of Mr ASHOK JHUNJHUNWALA, Mr ADITYA JHUNJHUNWALA, Mrs MANJU JHUNJHUNWALA, Mr AMIT JHUNJHUNWALA, Mr AMIT JHUNJHUNWALA, Mr Ashiwini Kumar Damani			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr ASHOK JHUNJHUNWALA	DAMANI BUILDERS PRIVATE LIMITED-8.67911 Dec
2	Mr ADITYA JHUNJHUNWALA	DAMANI BUILDERS PRIVATE LIMITED-8.67911 Dec
3	Mrs MANJU JHUNJHUNWALA	DAMANI BUILDERS PRIVATE LIMITED-8.67911 Dec
4	Mr AMIT JHUNJHUNWALA	DAMANI BUILDERS PRIVATE LIMITED-8.67911 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr ASHOK JHUNJHUNWALA	DAMANI BUILDERS PRIVATE LIMITED-6640.00000000 Sq Ft
Transfer of property for S2		
Sl.No	From	To. with area (Name-Area)
1	Mr ASHOK JHUNJHUNWALA	DAMANI BUILDERS PRIVATE LIMITED-740.00000000 Sq Ft

Endorsement For Deed Number : I - 190100819 / 2020

On 20-02-2020

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 7,79,30,800/-

Debasis Patra

Debasis Patra
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA

Kolkata, West Bengal

On 25-02-2020

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 : 45 (g) of Indian Stamp Act 1899.

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

Presented for registration at 12:30 hrs on 25-02-2020, at the Office of the A.R.A. - I KOLKATA by Mr Ashwini Kumar Damani ..

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

Execution is admitted on 25/02/2020 by 1. Mr ASHOK JHUNJHUNWALA, Son of Late Ram Niwas Jhunjunwala, 18, Jatindra Mohan Avenue, P.O: Beadon Street, Thana: Burtola, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by Profession Business, 2. Mr ADITYA JHUNJHUNWALA, Son of Mr Ashok Jhunjunwala, 18, Jatindra Mohan Avenue, P.O: Beadon Street, Thana: Burtola, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by Profession Business, 3. Mrs MANJU JHUNJHUNWALA, Wife of Mr Ashok Jhunjunwala, 18, Jatindra Mohan Avenue, P.O: Beadon Street, Thana: Burtola, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by Profession House wife, 4. Mr AMIT JHUNJHUNWALA, Son of Mr Ashok Jhunjunwala, 18, Jatindra Mohan Avenue, P.O: Beadon Street, Thana: Burtola, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by Profession Business

Identified by Mr JEETENDRA SINGH, . . Son of Late Mundrika Singh, Darihat, P.O: Darihat, Thana: DARIHAT, , Rohtas, BIHAR, India, PIN - 821306, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 25-02-2020 by Mr AMIT JHUNJHUNWALA, DIRECTOR, JHUNJHUNWALA DEVELOPERS PRIVATE LIMITED, 18, Jatindra Mohan Avenue, P.O:- Beadon Street, P.S:- Burtola, Kolkata, District-Kolkata, West Bengal, India, PIN - 700006

Identified by Mr JEETENDRA SINGH, . . Son of Late Mundrika Singh, Darihat, P.O: Darihat, Thana: DARIHAT, , Rohtas, BIHAR, India, PIN - 821306, by caste Hindu, by profession Law Clerk

Execution is admitted on 25-02-2020 by Mr Ashwini Kumar Damani, DIRECTOR, DAMANI BUILDERS PRIVATE LIMITED (Private Limited Company), 138, Canning Street, P.D:- Khargapaty, P.S:- Hare Street, Kolkata, District-Kolkata, West Bengal, India, PIN - 700001

Identified by Mr JEETENDRA SINGH, . . Son of Late Mundrika Singh, Darihat, P.O: Darihat, Thana: DARIHAT, , Rohtas, BIHAR, India, PIN - 821306, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,31,025/- (B = Rs 1,31,000/- ,E = Rs 21/- ,M (b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,31,025/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/02/2020 10:37AM with Govt. Ref. No: 192019200191160661 on 21-02-2020, Amount Rs: 1,31,025/- Bank: HDFC Bank (HDFC0000014), Ref. No. 1030898499 on 21-02-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 10/-, b
online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 973689, Amount: Rs. 10/-, Date of Purchase: 03/02/2020, Vendor name: I
CHAKRABORTY

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 21/02/2020 10:37AM with Govt. Ref. No: 192019200191180661 on 21-02-2020, Amount Rs: 75,021/-,
Bank: HDFC Bank (HDFC0000014), Ref. No. 1030898499 on 21-02-2020, Head of Account 0030-02-103-003-02



Debasis Patra
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1901-2020, Page from 38214 to 38264
being No 190100819 for the year 2020.



Digitally signed by DEBASIS PATRA
Date: 2020.03.03 13:46:59 +05:30
Reason: Digital Signing of Daed.

Debasis

Certified to be a true Copy

(Debasis Patra) 2020/03/03 01:46:59 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
West Bengal.



(This document is digitally signed.)

Debasis
Additional Registrar of
Assurances-I, Kolkata