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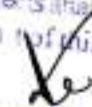
पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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10 DEC 2021


District Sub-Register-II
Sinnar, South 24-pargana

DEVELOPMENT AGREEMENT

1. **DATE :** 10th DECEMBER 2021.
2. **PLACE :** KOLKATA, West Bengal.
3. **PARTIES :**
 - a) The **OWNER** :: Smt. RAMA PRASAD, wife of Late Dip Narayan Prasad,
 - b) The **DEVELOPER** :: M/s SUNNIVA REALTY (Sole-Proprietor : Sri SURYANSH PUGALIA),

00399597

22 JAN 2021

No
Name : Judip kumar Bhavnik. Adv.
Address : e.m.m. court. cal.
Vendor :

I. CHATURVEDI
6B, Dr. Rajendra Prasad Sarani
Kolkata - 700001



Shivshankar Datta
S/o - Sri Shyamal Datta
450 Poyasabagan, P.O. - Lakshmapur
P.S. - Sonarpur, Kal - 153
(Business)

~~DISTRICT REGISTRAR - III
SOUTH WEST BENGAL
KOLKATA
10 DEC 2021~~

3.1 Smt. **RAMA PRASAD**, wife of Late Dip Narayan Prasad, by nationality Indian, by faith Hindu, by occupation Housewife, having PAN: BTCPP0716L, Aadhaar: 7891 3628 8619, resident of Narkel Bagan, Ramkrishna Nagar, PO: Laskarpur, PS: earlier Sonarpur, now Narendrapur, South 24 Paraganas, Kolkata 700153, presently residing at: Ramchandrapur North, Opposite Ekta Sangha, PO & PS: Narendrapur, South 24 Parganas, Kolkata 700103, hereinafter referred to as **OWNER/ VENDOR**.

AND

3.2 M/s **SUNNIVA REALTY**, a sole-proprietorship firm, having registered office at 19 Pollock Street, 2nd Floor, Room No. 2/20, PO: Kolkata GPO, PS: Hare Street, Kolkata 700001, West Bengal and its proprietor **SURYANSH PUGALIA**, son of Rajendra Kumar Pugalia, resident of 40 Rupchand Mukherjee Lane, Bhowanipore, Kolkata 700025, having PAN: AIAPP0385P and Aadhaar No: 313504386917, herein after referred to as the **DEVELOPER**.

The **OWNER** and the **DEVELOPER**, are hereinafter individually referred to as such or as **Party** and collectively as **Parties**. ALSO, the above expressions of the 'Party / Parties' shall, unless excluded by or repugnant to context, be deemed to mean and include their legal heirs, successor-in-office, executors, administrators, legal representatives and assigns.

WHEREAS one Bhagirat Purakait, son of Sayambar Purakait, while enjoying and possessing the all that Shali land measuring about 19 Satak (Decimal) situated at PS. & ADS. Sonarpur, Pargana Magura, Mouza Ramchandrapur, Khatian No. Hal 146, Halka 655,918 & 100, Hal Dag No. 678, Halka Dag No 769, had transferred the above said land unto and in favour of one Subhra Banerjee and Jayanta Banerjee by virtue of a registered Deed of Sale, which was registered at the office of the A.D.S.R Sonarpur, South 24 Parganas and recorded as Book No. 19, Pages from 26 to 27, being No. 1225 for the year 1996.

AND WHEREAS one Atul Chandra was enjoying all this plan land measuring about 10 satak (Decimal) more or less lying and situated at Mouna Ramchandrapur, Lt. No. 5, Pargana Magura, Hal Khatian No. 143, Hal Dag No. 679, Halka Dag No. 770, under PS & ADSR Sonarpur, District: South 24 Parganas

AND WHEREAS while seized and possessed of the above said 10 satak (decimal) land, Atul Chandra Biswas died intestate leaving behind his wife Smt. Anandamoyee Biswas, two sons namely Satya

Kinkar Biswas and Amar Chandra Biswas and two daughters namely Bimala Kayal and Nirmala Naskar as his only legal heirs and successors.

AND WHEREAS while seized and possessed of the undivided 1/5th share of the above said land of Late Atul Chandra Biswas, his son Amar Chandra died intestate as bachelor and as per Hindu law of inheritance his mother Anandamoyee Biswas being the only legal heir and successor became the owner of the 1/5th share (i.e. 02 decimal land) of the above said land owned by late Amar Chandra Biswas and thus Anandamoyee Biswas became the owner of 04 satak or decimal (which includes her own share of land measuring about 02 decimal land being one of the legal heirs of Late Atul Chandra Biswas) of land out of 10 satak(decimal) land of Late Atul Chandra Biswas as mentioned hereinabove.

AND WHEREAS thereafter Anandamoyee Biswas wife of Late Atul Chandra Biswas, by virtue of a Deed of Gift dated 25th November 1987, registered at the office of the ADSR Sonarpur and recorded as Book No. 1, Volume No. 68, Pages from 282 to 288, being No. 5201 for the year 1987 gifted/transferred/conveyed 04 Satak (decimal) of land owned by her as mentioned hereinabove unto and in favour of her elder son Satya Kinkar Biswas.

AND WHEREAS by virtue of another Deed of Gift dated 25th November 1987, registered at the office of the ADSR Sonarpur and recorded as Book No. 1, Volume No. 68, Pages from 289 to 295, being no, 5202 for the year 1987, Smt. Nirmala Naskar, wife of Jiban Krishna Naskar, daughter of Late Atul Chandra Biswas gifted/transferred/conveyed the undivided 1/5th share i.e., 02 satak(decimal) land out of the above said 10 satak (decimals), unto in favour of her elder brother Satya Kinkar Biswas.

AND WHEREAS by virtue of another Deed of Gift dated 25th November 1987, registered at the office of the ADSR Sonarpur and recorded as Book No. 1, Volume No. 68, Pages from 296 to 302, being no. 5203 for the year 1987, Smt. Bimala Kayal, wife of Haru Kayal, daughter of Late Atul Chandra Biswas gifted/transferred/conveyed her undivided 1/5th share i.e., 02 satak(decimal) land out of the above said 10 satak (decimals), unto in favour of her elder brother Satya Kinkar Biswas.

AND WHEREAS by virtue of the above said 3 (three) number of gift deeds together with his own share, Satya Kinkar Biswas became the absolute owner of All That piece and parcel of land measuring about 10 Satak (Decimal) more or less lying and situated Mouza Ramchandrapur, J.L. No.

58, Pargana Magura, Hal Khatian No. 143, Hal Dag No. 679, Halka Dag No. 770, under PS. &ADSR Sonarpur, District: South 24 Parganas.

AND WHEREAS thereafter above said Subhra Banerjee and Jayanta Banerjee, joint owners of land area measuring about 01 Cottahs 10 Chittacks 30 Sq.ft. comprising at Mouza Ramchandrapur, J.L. No. 58, Hal Dag No 678 AND Satya Kinkar Biswas, owner of land area more or less 03 Cottahs comprising at Mouza Ramchandrapur, J.L. No. 58, Hal Dag No. 679, P.S. & ADSR Sonarpur, District: South 24 Parganas, TOGETHER sold/conveyed/transferred, all that piece of parcel of land measuring about 04 Cottahs 10 Chittacks 30 Sq.ft. be the same or little more or less situated at Mouza Ramchandrapur, J.L. No. 58, Hal Dag No 678 and Hal Dag No. 679 unto and in favour of Angshu Ashis Moitra by virtue of a Deed of Sale dated 11.11.1997 which was transferred at the office of the ADSR Sonarpur and recorded as Book No. 1, Volume No. Pages from 116 to 124, being No. 8513 for the year 1997.

WHEREAS while seized and possessed of the above said 04 Cottahs 10 Chittacks 30 Sq.ft. be the same or little more or less, Angshu Ashis Moitra mutated his name at the office of BL & LRO Sonarpur in respect of the above said land under his ownership.

AND WHEREAS while seized possessed and enjoying the above said land measuring out 04 Cottahs 10 Chittacks 30 Sq.ft. be the same or little more or less, by virtue of a Deed of Conveyance which was registered at the office of the ADSR Sonarpur and recorded as Book No. 1, Volume No. 9, Pages from 369 to 378, being No. 444 for the ear 2006. Angshu Ashis Moitra sold/conveyed/transferred the above-said land measuring about 04 Cottahs 10 Chittacks 30 Sq.ft. be the same or little more or less, unto and in favor of Tapan Kumar Bhunia son of Late Radhanath Bhunia.

AND WHEREAS while seized, possessed, and enjoying the above said land measuring about 04 Cottahs 10 Chittacks 30 Sq.ft. be the same or little more or less, by virtue of a Deed of Conveyance dated 16th November 2011, which was registered at the office of DSR- IV, South 24 Parganas office of the ADSR Sonarpur and recorded as Book No. 1, Volume No. 27, Pages from 3715 to 3733, being No. 08191 for the year 2011, Tapan Kumar Bhunia son of Late Radhanath Bhunia through his constituted attorney Sri Umesh Kumar by virtue of a General Power of Attorney Registered at the office of the ARA III, recorded as Book No. IV, CD Volume No. 9, Pages from 6987 to 6996, being No. 06268 for the year 2011, sold/conveyed/transferred the above said land measuring about 04 Cottahs 10 Chittacks 30 Sq.ft be the same or little more or less, unto and in favor of ASTRAL Buildcon Pvt. Ltd.

AND WHEREAS After purchasing the above said land measuring about 04 Cottahs 10 Chittacks 30 Sq.ft be the same or little more or less ASTRAL Buildcon Pvt. Ltd. mutated its name in the Record of Rights at B.L. & L.R.O, Sonarpur and allotted L.R.Khatian No. 2398, in respect of the above said land measuring about 04 Cottahs 10 Chittacks 30 Sq.ft be the same or little more or less situated at Mouza Ramchandrapur, J.L no 58, L.R. Dag No. 769 and 770, within the jurisdiction of Sub registry office Sonarpur, P.O. Narendrapur, P.S. earlier Sonarpur now Narendrapur, within the limits of 1 no. Bonhoogly Gram Panchayat, District : South 24 Parganas hereinafter referred to as the 'Said Land No. 1'.

AND WHEREAS further one Bhagirat Purakait, son of Sayambar Purakait while owning, enjoying and possessing, all that Shali land measuring about 19 Satak (Decimal) located at P.S. & A.D.S.R Sonarpur, Pargana Magura, Mouza Ramchandrapur, Khatian No. Hal 146, Halka 655,918 & 100, Hal Dag No. 678, Halka Dag No 769, transferred the above said land unto and in favour of one Subhra Banerjee and Jayanta Banerjee, by virtue of a registered Deed of Sale, registered at the office of the A.D.S.R Sonarpur, South 24 Parganas, recorded as Book No.1, Volume No.19, Pages from 26 to 27, Being No.1225 for the year 1996.

AND WHEREAS one Atul Chandra Biswas was enjoying All That piece and parcel of land measuring about 10 Satak (Decimal) more or less lying and situated at Mouza Ramchandrapur, J.L. No. 58, Pargana Magura, Hal Khatian No. 143, Hal Dag No. 679, Halka Dag No. 770, under PS. & ADSR Sonarpur, District: South 24 Parganas.

AND WHEREAS while seized and possessed of the above said 10 satak (decimal) and, Atul Chandra Biswas died intestate leaving behind his wife Smt. Anandamoyee Biswas, two sons namely Satya Kinkar Biswas and Amar Chandra Biswas and two daughters namely Bimala Kayal and Nirmala Naskar as his only legal heirs and successors.

AND WHEREAS while seized and possessed of the undivided $1/5^{\text{th}}$ share of the above said land of Late Atul Chandra Biswas, his son Amar Chandra Biswas died intestate as bachelor and as per Hindu law of inheritance his mother Anandamoyee Biswas being the only legal heir and successor became the owner of the $1/5^{\text{th}}$ share (i.e. 02 decimal land) of the above said land owned by late Amar Chandra Biswas and thus Anandamoyee Biswas became the owner of 04 satak or decimal (which includes her own share of land measuring about 02 decimal land being one of the legal heirs of Atul

Chandra Biswas of land out of 10 satak (decimal) land of Late Atul Chandra Biswas as mentioned hereinabove.

WHEREAS thereafter Anandamoyee Biswas by virtue of a Deed of Gift dated 25th November 1987, registered at the office of the ADSR Sonarpur and recorded as Book No. 1, Volume No. 68, Pages from 282 to 288, being No. 5201 for the year 1987 gifted /transferred/conveyed, 04 satak (decimal)land owned by her (mentioned hereinabove),unto and in favour of her elder son Satya Kinkar Biswas.

AND WHEREAS by virtue of another Deed of Gift dated 25th November 1987, registered at the office of the ADSR Sonarpur and recorded as Book No. 1, Volume No. 68, Pages from 289 to 295, being no. 5202 for the year 1987, Smt. Nirmala Naskar wife of Sri Jiban Krishna Naskar gifted/transferred/conveyed her undivided 1/5thshare i.e., 02 satak(decimal) land out of the above said 10 satak (decimals) land unto and in favour of her elder brother Satya Kinkar Biswas.

AND WHEREAS by virtue of another Deed of Gift dated 25th November 1987, registered at the office of the ADSR Sonarpur and recorded as Book No. 1, Volume No. 68, Pages from 196 to 302, being no. 5203 for the year 1987, Smt. Bimala Kayal wife of Haru Kayal, daughter of Atul Chandra Biswas gifted/transferred/conveyed her undivided 1/5thshare i.e., 02 satak (decimal) land out of the above said 10 decimal land unto and in favour of her elder brother Satya Kinkar Biswas.

AND WHEREAS by virtue of the above said 3 (three) number of gift deeds together with his own share, Satya Kinkar Biswas became the absolute owner of All That piece and parcel of land measuring about 10 satak (Decimal) more or less lying and situated Mouza Ramchandrapur, J.L. No. 58, Pargana Magura, Hal Khatian No. 143, al Dag No. 679, Halka Dag No. 770, under PS & ADSR Sonarpur, District: South 24 Parganas.

AND WHEREAS thereafter said Subhra Banerjee and Jayanta Banerjee and Satya Kinkar Biswas collectively sold/conveyed/transferred plot no. A10, having total land area of 04 Cottahs 11 Chittacks 30 Sq.ft be the same or little more or less comprising at Mouza Ramchandrapur, J.L. No. 58, Hal Dag No. 678and 679, onto and in favour of one Chandi Das Sanyal, son of Srish Chandra Sanyal, by virtue of a Deed of Sale dated 11th November 1997 registered at the office of the ADSR Sonarpur, South 24 Parganas and recorded as Book No.1, Volume No. 136, Pages from 107 to 114, being No. 8512 for the year 1997.

AND WHEREAS after purchasing the above said land measuring about 04 Cottahs 11 Chittacks 30 Sq.ft. be the same or little, more or less, Chandi Das Sanyal mutated his name at the office of BL & LRO Sonarpur and paying khajna/taxes regularly in respect of the above said land measuring about 04 Cottah 11 Chittacks 30 Sq.ft. be the same or little, more or less owned by him.

AND WHEREAS while seized and possessed of the above said land measuring about 04 Cottahs 11 Chittacks 30 Sq.ft. be the same or little more or less, Chandi Das Sanyal being desirous to sell the above land, appointed his wife Smt. Swati Sanyal, resident of 170 Sarat Ghosh Garden Road, PS: Kasba, Kolkata700031, as his lawful attorney by executing a General Power of Attorney, registered at the office of the DSR Alipore and recorded as Book No. IV, Volume No. 1, Pages from 638 to 649, being No. 00059 for the year 2005.

AND WHEREAS by virtue of the above said General Power of Attorney, Chandi Das Sanyal, represented by his constituted attorney Smt. Swati Sanyal sold/transferred/conveyed the above said land measuring about 04 Cottahs 11 Chittacks 30 Sq.ft be the same or little more or less together with all easement rights and benefits of existing common passage adjacent to above said land, unto and in favour of Smt. Alpana Bhunia, wife of Tapan Kumar Bhunia by executing the said Deed of Conveyance, registered at the office of ADSR Sonarpur and recorded in Book No.1, Volume No.132, Pages 151 to 160, Being No.6893 for the year 2005.

AND WHEREAS while seized and possessed of the above said land measuring about 04 Cottahs 11 Chittacks 30 Sq.ft be the same or little more or less, Alpana Bhunia being desirous to sell the above said land appointed Sri Raghabendra Prasad, son of Dip Narayan Prasad, resident of Ramkrishna Nagar, P.S. Sonarpur, Kolkata - 700153, as her lawful attorney by executing a General Power of Attorney which was registered at the office of the District Sub Registrar, Alipore and recorded as Book No. IV, CD Volume No. 9, Pages from 6997 to 7006, being No. 06269 for the year 2011.

AND WHEREAS by virtue of a Deed of Conveyance dated 16thNovember,2011, registered at the office of DSR-IV, South 24 Parganas and recorded as Book No.1, CD Volume No. 27, Pages from 2642 to 2660, being No. 08192 for the year 2011, Smt. Alpana Bhunia through her Constituted AttorneyRaghabendra Prasad, sold/conveyed/transferred the above said land measuring about 04 Cottahs 11 Chittacks 30 Sq.ft. be the same or little more or less, unto and in favour of ASTRAL Buildcon Pvt. Ltd.

AND WHEREAS by virtue of the above said Deed of Conveyance dated 16th day of November, 2011, ASTRAL Buildcon Pvt. Ltd. become the absolute owner of land measuring about 01 Cottahs 11 Chittacks 30 Sq.ft be the same or little more or less situated at Mouza Ramchandrapur, Pargana Magura, J.L. No. 58, Touzi No. 110, R.S No. 196, Hal Khatian No. 146, Halka Khatian No. 655, 918, 100, Hal Dag No 678, (Halka or L.R. Dag No. 769) within the jurisdiction of P.S. & Sub Registry office Sonarpur, P.O. Narendrapur, within the limits of 1 no Bonhoogly Gram Panchayat, District: South 24 Parganas AND ANOTHER piece of land measuring about 03 cottahs, be the same or little more or less situated at Mouza Ramchandrapur, Pargana Magura, J.L. No. 58, Touzi No. 110, RS No. 196, Hal Khatian No. 143, Halka Khatian No. 655, 918, 100, Hal Dag No. 679 (Halka or L.R. Dag No. 770), within the jurisdiction of P.S. & Sub Registry office Sonarpur, P.O. Narendrapur, within the limits of 1 no. Bonhoogly Gram Panchayat, District - South 24 Parganas, which total land area of 04Cottahs 11 Chittacks 30 Sq.ft., be the same or little more or less.

AND WHEREAS after purchasing the above said land measuring about 04 Cottahs 11 Chittacks 30 Sq.ft. be the same or little more or less ASTRAL Buildcon Pvt. Ltd., mutated its name in the Record of Rights at BL & LRO Sonarpur and allotted LR. Khatian No. 2598 in respect of the above said land measuring about 04 Cottahs 11 Chittacks 30 Sq.ft. be the same or little more or less situated at Mouza Ramchandrapur, J.L.No.58, L.R. Dag No. 769 and 770, within the jurisdiction of Sub Registry Office Sonarpur, PO: Narendrapur, PS: earlier Sonarpur now Narendrapur, within the limits of 1 no. Bonhoogly Gram Panchayat, District South 24 Parganas (hereinafter referred to as the Said Land No.2)

AND WHEREAS the ASTRAL Buildcon Pvt. Ltd., is in well seized and possessed of the Said Land No.1measuring about 04 Cottahs 10 Chittacks 30 Sq.ft. and Said Land No.2 measuring about 04 Cottahs 11 Chittacks 30 Sq.ft., which in total is - 09 Cottahs 06 Chittacks 15 Sq.ft. be the same or little more or less lying and situated at Mouza Ramchandrapur, J.L. no 58, LR, Khatian No. 2398, L.R. Dag No. 769 and 770, within the jurisdiction of Sub Registry office Sonarpur, P.O. Narendrapur, P.S. earlier Sonarpur now Narendrapur, within the limits of 1 no. Bonhoogly Gram Panchayat, District: South 24 Parganas (hereinafter referred to as the 'Said Premises'), which is more fully and particularly described in the schedule hereunder.

AND WHEREAS while seized and possessed the above Said PremisesASTRAL Buildcon Pvt. Ltd., herein due to urgent need of money decided to sell, ALL THAT piece and parcel of land measuring about 09 Cottahs 06 Chittacks 15 Sq.ft be the same or little more or less lying and situated at Mouza Ramchandraour. J.L. no 58. L.R. Khatian No. 2398. L.R. Dae No. 769 and 770. within the

jurisdiction of Sub Registry office Sonarpur, P.O. Narendrapur, P.S. earlier Sonarpur now Narendrapur, within the limits of 1 no. Bonhoogly Gram Panchayat, District: South 24 Parganas which is more fully and particularly described in the Schedule hereunder (hereinbefore and hereinafter referred to as the 'Said Premises').

AND WHEREAS Smt. Rama Prasad, the Owner herein, having come to know of such announcement offered a consolidated value of the Said Premises having land area measuring about 09 Cottahs 06 Chittacks 15 Sq.ft. be the same or little more or less lying and situated at Mouza Ramchandrapur, J.L. no 58, L.R, Khatian No. 2398, L.R. Dag No. 769 and 770, within the jurisdiction of Sub Registry office Sonarpur, PO. Narendrapur, PS. earlier Sonarpur now Narendrapur, within the limits of 1 no Bonhoogly Gram Panchayat, District: South 24 Parganas, for a Consideration amount of Rs.22,00,000/- (Rupees TwentyTwo Lakhs only) in lump sum and ASTRAL Buildcon Pvt. Ltd., the Vendor therein, accepted the offer for an out and out sale of the Said Premises at a total consideration of Rs.22,00,000/- (Rupees TwentyTwo Lakhs only) by way of the Deed of Conveyance dated 27th August 2021, registered in Book No. 1, Volume No. 1604-2021, Pages from 230368 to 230402, Being No: 160406138 for the year 2021.

ALSO WHEREAS, at all material times, one Panchanan Biswas son of Late Ramani Mohan Biswas, resident of Ramchandrapur, P.S. Sonarpur, acquired some ancestral properties which includes land comprised in Touzi No. 110, Pargana Magura, Mouza Ramchandrapur, J.L. No. 58, R.S. Dag No. 680 and R.S Khatian No. 96, Police Station: Sonarpur, within the jurisdiction of Bonhoghly No. 1 Gram Panchayat and the said Panchanan Biswas transferred land area measuring more or less 20 Satak to one Srikanta Naskar, by one registered Deed of Sale which was registered and recorded in Book No.1, Volume No. 28, Pages from 246 to 247, being No. 2525 for the year 1957 and registered at the office of the S.R. Baruipur.

AND WHEREAS while the said Srikanta Naskar was enjoying the Said Premises, along with some other properties by way of purchase by different sale deeds from the then Vendors therein, the said Srikanta Naskar died intestate leaving behind his four sons namely; Sunil Kumar Naskar, Sankar Kumar Naskar, Ram Naskar, Bhim Naskar, two daughters namely; Minu Naskar, Minati Mondal and his wife namely Dhirbala Naskar who collectively inherited the property left by said Srikanta Naskar.

AND WHEREAS Smt. Dhirbala Naskar, wife of Srikanta Naskar and Minu Naskar and Minati Mandal i.e., the two daughters of Srikanta Naskar transferred/conveyed their shares acquired by them as

the legal heir and successors of Srikanta Naskar unto and in favour of Sunil Kumar Naskar, Sankar Kumar Naskar, Ram Naskar and Bhim Naskar, by executing a registered Deed dated 20th December 1993, which was registered at the Sub Registry Office, Sonarpur and recorded as being No. 8584 for the year 1993.

AND WHEREAS while the said four brothers namely Sunil Kumar Naskar, SankarKumar Naskar, Ram Naskar, Bhim Naskar i.e. the four sons of Late Srikanata Naskar collectively enjoying the property measuring about 20 Satak (decimal) situated at Mouza Ramchandrapur, J.L. No. 58, R.S. Dag No. 680 and RS Khatian No. 96, Police Station: Sonarpur, within the jurisdiction of 1 no. Bonhoogly Gram Panchayat, transferred the above said land measuring about 20 satak (decimal) alongwith their other land in R.S. Dag No. 681 at the same Mouza unto and in favour of IMPRED India Pvt. Ltd., being represented by its director Sri Jayanta Banerjee, son of Late Bhutnath Banerjee by one registered Deed of Sale dated 18th February 2000, which was registered at the office of the Sub Registrar, Sonarpur and recorded as Book No. 1, Volume No. 24, Pages from 40 to 46, being No. 1376 for the year 2000.

AND WHEREAS after purchasing the above said land measuring about 20 satak (decimal), IMPRED India Pvt. Ltd. applied for mutation of its name, at the office of BL & LRO, Sonarpur vide mutation memo no. 1683/1/06 and thereafter mutation certificated dated 03.01.2008 was issued in favour of IMPRED India Pvt. Ltd in respect of the above said 20 satak (decimal) land by the office of BL & LRO, Sonarpur.

AND WHEREAS by virtue of a Deed of Sale dated 20th April 2009, above said IMPRED India Pvt. Ltd, being represented by its Director Sri Jayanta Banerjee son of Late Bhutnath Banerjee, sold/transferred/conveyed the above said land measuring about 20 satak (decimal) more or less unto and in favour of Sri Subrata Banerjee, son of Lakshmi Narayan Banerjee and Smt. Sampa Banerjee, wife of Sri Subrata Banerjee, both resident of 36 & 37, East Santoshpur Co-operative Housing Society, P.S. Purba Jadavpur, Kolkata 700099, and the said Deed of Sale was registered at the office of the ADSR Sonarpur and recorded as Book No.1, CD Volume No. 12, Pages from 1540 to 1553, being No 04051 for the year 2009.

AND WHEREAS after purchase the above said land measuring about 20 satak (decimal), Sri Subrata Banerjee and Smt. Sampa Banerjee mutated their names in the Record of Rights in respect of the above said land in the office of the BL & LRO, Sonarpur.

AND WHEREAS while they seized, possessed and enjoyed the above said land measuring about 20 satak (decimal), Sri Subrata Banerjee and Smt. Sampa Banerjee sold/transferred/conveyed the above said land measuring about 20 satak (decimal) more or less, unto and in favour of Sri Mahendra Prasad, son of Dip Narayan Prasad, by virtue of a Deed of Sale dated 22nd March 2010, registered at the office of the DSR-IV, Alipore, South 24 Parganas and recorded as Book No. 1, CD Volume No. 8. Pages from 3475 to 3490, being No. 02222 for the year 2010.

AND WHEREAS while seized, possessed and enjoying the above said land measuring about 20 satak (decimal), Sri Mahendra Prasad sold/transferred/conveyed the above said land measuring about 20 satak (decimal) more or less unto and in favour of ASTRAL Buildcon Pvt. Ltd., by executing a Deed of Conveyance dated 25th day of March, 2010 which was registered at the office of the Addl. Registrar of Assurances (ARA- I) and recorded as Book No. 1, CD Volume No 8, Pages from 1836 to 1855, being No. 02986 for the year 2010,

AND WHEREAS after purchasing the above said land measuring about 20 satak (decimal), ASTRAL BUILDCON Pvt. Ltd. mutated its name in the L.R.Record of Rights at the office of the BL & LRO Sonarpur and allotted L.R. Khatian No. 2398 in respect of the above said land measuring about 20 satak (decimal) and thus ASTRAL BUILDCON Pvt. Ltd., become the absolute owner of ALL THAT piece and parcel of Said land Measuring about 20 Satak (Decimal) which is equivalent to 12 Cottahs more or less, situated at Mouza Ramchandrapur. J.L. No. 58, R.S. Dag No. 680, L.R. Dag No.771, LR. Khatian No. 2398, under Police Station: earlier Sonarpur now Narendrapur, within the jurisdiction of 1 no. Bonhoogly Gram Panchayat, District - South 24 Parganas (hereinafter referred to as the Said Premises), which is more fully and particularly described in the Schedule hereunder.ASTRAL Buildcon Pvt. Ltd. is well seized, possessed and sufficiently entitled the Said Premises

AND WHEREAS while seized and possessed the above Said Premises ASTRAL BUILDCON Pvt. Ltd., due to urgent need of money decided to sell, ALL THAT piece and parcel of Sali land measuring about 20 Satak (Decimal), equivalent to 12 Cottahs more or less be the same or little more or less, situated at Mouza Ramchandrapur, J.L.No. 58, R.S. Dag No. 680, L.R, Dag No. 771, L.R. Khatian No. 2398, under Police Station: earlier Sonarpur now Narendrapur, within the jurisdiction of 1 no. Bonhoogly Gram Panchayat, District South 24 Parganas.

AND WHEREAS the purchaser therein Smt. Rama Prasad, i.e., the Owner (as mentioned herein) having come to know of such announcement offered a consolidated value of the Said Premises having land area measuring about 20 Satak (Decimal) equivalent to 12 Cottahs more

Ramchandrapur, J.L. No. 58, R.S. Dag No. 680, 1.R, Dag No. 771, LR. Khatian No. 2398, or less, situated at Mouza under Police Station: earlier Sonarpur now Narendrapur, within the jurisdiction of 1 no. Bonhoogly Gram Panchayat, DistrictSouth 24 Parganas (hereinbefore and hereinafter referred to as the Said Premises), for a Consideration amount of Rs. 25,00,000/- (Rupees Twenty-Five Lakhs) only in lump sum and the ASTRAL Buildcon Pvt. Ltd., has accepted the offer of the vendor for an out and out sale of the Said Premises at a total consideration of Rs.25,00,000/- (Rupees TwentyFive Lakhs) only by way of the Deed of Conveyance dated 27th August 2021, Registered in Book No.1, Volume No. 1604-2021, Pages from 230403 to 230431, Being No: 160406079 for the year 2021.

AND WHEREAS, the OWNER has approached the DEVELOPER: M/s SUNNIVA REALTY (Proprietorship firm), having its Sole-Proprietor: SURYANSH PUGALIA, with PAN: AIAPP0385P and Aadhaar: 3135 0438 6917), having its registered office at - 19 Pollock Street, 2nd Floor, Room No: 2/20, Kolkata 700001, to develop and construct, units/apartments over the total area of **21 Cottahs 06 Chittacks 15 Sq.ft.**, or **36 satak (decimals)** purchased under the two deeds of conveyance being no. 160406079 for the year 2021 and another being no.160406138 for the year 2021(also being the "Said Premises").

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

4. Subject Matter of Agreement

4.1 Development and Commercial Exploitation of Said Premises: Terms and conditions agreed between Developer and the Owner with regard to development and commercial exploitation of ALL THAT piece or parcel of land being **21 Cottahs 06 Chittacks 15 Sq.ft.** or 36 satak (decimals) and more fully described in the Schedule below (Said Premises), along with right of ingress-egress, covenants and quasi easements, all benefits and privileges arising and attached thereto delineated on the **Plan** annexed hereto and bordered in colour **RED** thereon and more fully described in **1st Schedule** below.

5. Representations, Warranties and Background

5.1 Owner's Representation: The Owner have represented and warranted to Developer as follows:

5.1.1 Ownership of Land: The total land owned by the Owner amounts to **21 Cottahs 06 Chittacks 15 Sq.ft.** or **36 satak (decimal)** the same were purchased under two registered deed of conveyances. being no. 160406138 for the year 2021 and being no. 160406138 for the year

2021. The Owner is the absolute and lawful owner of the Said Premises. The Said Premises is free from tenants/occupiers/trespassers. The Owner has the peaceful khas and vacant possession of the entire property. The Owner have not dealt with their rights in the Said Premises in any manner nor created any right, title or interest therein in favour of any third party in any manner whatsoever or howsoever and has not entered into or been party to any agreement of any nature whatsoever including but not limited to agreement for sale, sale, lease, development etc. in respect of the Said Premises. The Said Premises is free from all statutory outgoings in respect thereof including property taxes and land revenue till the date of this Agreement. The Said Premises is butted and bounded and there is no manner of boundary dispute in respect thereof. There are also no legal proceedings over the Said Premises or any part thereof. The Said Premises is also not subject to any requisition or acquisition proceeding and is also not vested.

5.1.2 Compliances Made: Compliances are being made and have at all times been made and shall continue to be made with all applicable laws, statutes, by-laws, permits, obligations, statutory instruments and requirements with respect to the Said Premises, its occupation, possession, use etc. and the Owner shall continue to make such compliances in connection with the performance of its obligations under this Agreement and will not do or permit anything to be done which may cause or otherwise result in a breach of this Agreement or cause any detriment to the transaction herein envisaged.

5.1.3 Owner have Authority: There is no embargo on the Owner from dealing with the right of the Owner in the Said Premises and/or selling and/or alienating the same in any manner whatsoever and the Owner have good right, full power and absolute authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.

5.1.4 Owner not to Create Encumbrances: Save and except dealing with and disposing off Owner's Allocation (defined in Clause 11.1 below) in the manner specified and agreed in this Agreement or as may be agreed hereafter, the Owner shall not create any encumbrance relating to the Said Premises.

5.1.5 No Prejudicial Act: There is no matter which may prejudicially, adversely or materially affect the value of the Said Premises or its development, usage or enjoyment or cast any doubt on the rights created in favour of Developer under this Agreement and the Owner have not done

or permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to Developer under this Agreement.

5.1.6 Representations True and Correct: Each of the representations, warranties and undertakings by the Owner contained herein are true and correct and shall survive and subsist at all times and continue to bind the Owner.

5.2 Developer's Representations: Developer has represented and warranted to Owner as follows:

5.2.1 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 and Developer further has the necessary financial capacity to carry out the entire process of development and at no point of time shall take plea that the Said Complex cannot be carried out due to lack of financial capacity including any cost enhancement (arising out of escalation in prices of materials, labor, petrol, diesel, fuel, etc.) in completing the Said Project (defined in Clause 6.1 below).

5.2.2 Developer has Authority: Developer has full authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.

5.3 Decision for Development: The Owner have decided that the Owner shall have the Said Premises developed through Developer.

5.4 Final terms And Conditions: Pursuant to the above and the representations made by the Parties to each other, the terms agreed upon by the Parties, the final terms and conditions for the Said Project (defined in Clause 6.1 below) are being recorded by this Agreement.

6. Basic Understanding

6.1 Salient Features of Said Complex: It has been agreed between the Owner and Developer that the Said Premises shall be developed by constructing thereon, ready-to-use residential-cum-commercial building(s) with common amenities and facilities (collectively **Said Complex or Said Project**) and commercially exploiting the Said Premises for the benefit of the Parties hereto (such development and commercial exploitation, of **Said Complex or Project**). The other salient features of the Said Project shall be as follows:

- 6.1.1 **Residential-cum-Commercial Exploitation of Said Project:** The Said Project shall be residentially and commercially exploited by sale of the residential flats, commercial units, commercial shops, etc, with amenities in the Said Complex (**Units**) to prospective buyers, collectively '**Buyers**' which expression includes, without limitation or exception, all persons who agree to buy Units and shall include (1) Owner for the unsold Units comprised in Owner's Allocation (defined in Clause 11.1 below) and (2) Developer for the unsold Units comprised in Developer's Allocation (defined in Clause 12.1 below).
- 6.2 **Terms and Conditions:** The development and implementation of the Said Project shall be undertaken by the Parties on the terms and conditions contained in this Agreement.
- 6.3 **Costs of Construction etc.:** The Developer shall bear and pay all costs and expenses of and relating to the costs and expenses of the construction and shall have absolute right and full authority to appoint consultants, advisors, contractors, sub-contractors, agents, etc.
7. **Appointment and Commencement**
- 7.1 **Appointment and Acceptance:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto. Consequent thereto, the Owner hereby appoints the Developer as the developer of the Said Premises with right of execution and implementation of the Said Project and the Developer hereby accepts the said appointment by the Owner.
- 7.2 **Commencement and Tenure:** This Agreement commences and shall be deemed to have commenced on and with effect from the date hereof 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.
8. **Sanction and Construction**
- 8.1 **Survey and Measurement:** The Said Premises will be surveyed and measured jointly by the Parties and the measurements thereof shall become part of the 1st Schedule of this Agreement.
- 8.2 **Architect and Consultants:** The Developer shall appoint Architect and consultants at its own discretion for the Said Project. The Developer shall pay the professional fees and supervision charges and all costs, charges and expenses of the Architect and consultants engaged in

connection with construction work of the Said Project and the Owner shall have no liability or responsibility in respect thereof.

- 8.3 **Completion Time:** With regard to time of completion of the Said Project, it has been agreed between the Parties that subject to Force Majeure (defined in Clause 24.1 below) and reasons beyond the control of Developer and subject further to the Owner punctually performing all its obligations under this Agreement, Developer shall commence and complete construction of the Said Complex, within a period of 36 (thirty six) months (**Completion Time**) after the date of obtaining Building Permit upon sanction of the building plan (**Building Plan**) sanctioned in respect of the Said Complex by the by the Gram Panchayat and Zilla Parishad and other authorities concerned in this regard (collectively **Planning Authorities**). The Building Plan shall be made by the Developer. The Said Project shall be deemed to be completed once the apartments have been made into a habitable state and the electricity transformer has been applied for the Said Project.
- 8.4 **Extension of Completion Time:** The Completion Time shall be extended by 12 (twelve) months (**Extension**) for completion of the incomplete portions of the Said Complex which are not in a habitable condition and the Owner shall grant an extension upon payment of a sum of Rs.100,000/- (Rupees OneLakh Only), by the Developer to the Owner. Further after the Extension of the Completion Time shall be further extended by additional 12 (twelve) months (**Further Extension**) for completion of the incomplete portions of the Said Complex which are not in a habitable condition which could not be completed during the Extension and the Owner shall grant the Further Extension upon payment of a sum of an additional Rs. 100,000/- (Rupees One Lakh Only) by the Developer to the Owner.
- 8.5 **Common Portions:** The Developer shall, at its own costs, install and erect in the Said Complex, the common areas and amenities such as stairways, lifts, generators, firefighting apparatus, passages, driveways, common lavatories, electric meter spaces, pump rooms, reservoirs, overhead water tanks, water pumps and motors, water connection, drainage and sewerage connection, community facility and recreational club and other facilities required for establishment, enjoyment, maintenance and management of the Said Project (collectively **Common Portions**).
- 8.6 **Building Materials:** The Owner shall not interfere under any circumstances in the procurement of the building materials by the Developer in respect of construction of the Said

Project. It is further clarified that the Developer shall not use delay or constraint in procurement of the aforesaid construction materials as a reason for delay in Completion Time, except for Force Majeure (defined in Clause 24.1 below).

8.7 **Temporary Connections:** The Developer shall be authorized in the name of the Owner to apply for and obtain at the costs of the Developer, temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Premises, upon payment of all usage and other applicable charges and the Owner shall have no liability or responsibility therefor.

8.8 **Costs and Modification:** Any amendment or modification to the Building Plan may be made or caused to be made by Developer. Costs of obtaining the Building Plan and modification thereof shall be borne entirely by the Developer.

8.9 **Name and Logo:** The Said Complex shall have the name and logo, as to be decided by the Developers.

8.10 **Co-operation:** Neither Party shall indulge in any activity that may be detrimental to the Said Complex and/or which may affect the mutual interest of the Parties. The Owner and Developer shall provide all cooperation as may be required for successful completion of the Said Complex.

9. Title Deeds

9.1 **Deposit of Said Title Deeds:** The Owner have deposited the originals of the all the) Deeds of Conveyance (Title Deeds) with the Developer at the time of registration of this Development Agreement.

10. Powers and Authorities

10.1 **Power Of Attorney:** Simultaneously herewith, the Owner shall grant to the Developer and/or its nominees, a registered '**Development Power of Attorney**' relating to the Said Premises for the purposes of (1) to apply for change of records in ROR (2) getting the Building Plan sanctioned/modified/alterd by the Planning Authorities in terms of this Agreement (3)construction of the Said Complex in terms of this Agreement and (4) booking and entering into agreements for sale/Conveyance of the Units comprised in the Developer's Allocation

(defined in Clause 12.1 below) and execution and registration Deeds of Sale of the Units comprised in the Developer's Allocation.

10.2 **Further Acts:** Notwithstanding grant of the Development Power Of Attorney, the Owner hereby undertake that the Owner shall execute, as and when necessary, all papers, documents, plans etc. that may be necessary for enabling the Developer to perform all obligations under this Agreement and notwithstanding grant of Development Power Of Attorney, the Developer hereby undertakes that the Developer shall execute, as and when necessary, all papers, documents, plans etc. that may be necessary for enabling the Owner to perform all obligations under this Agreement.

11. **Owner's Consideration**

11.1 **Owner's Allocation:** The Developer shall, at its own costs and expenses, construct, finish, complete and make available to the Owner, in habitable condition and according to the Building Plan, such number of Units in the Said Complex as have 41% (Forty One Percent) of the total saleable area of the Said Complex along with the proportionate & indivisible share of the land, as well as the share in the Common Portions and Amenities, etc (collectively **Owner's Allocation**). The Owner and the Developer will by mutual consent identify and allocate Owner's Allocation in the Said Complex on pro-rata basis and such allocation shall be duly recorded in a bilateral instrument, which shall, on execution and delivery by the Parties, form a part of this Agreement.

11.2 **Security Deposit:** The Developer has paid a sum of Rs. 25,00,000/- (Rupees Twenty Five Lakhs only) as and by way of interest free refundable security deposit (**Security Deposit**) towards performance of this Agreement and the receipt of which the Owner hereby through Memo hereunder written, admits and acknowledges. The said Security Deposit is returnable after completion of casting of the 4th floor slab. [An additional non-refundable security deposit of Rs. 25,00,000 (Rupees twenty lacs) may be provided upon request by the Owner and same will be adjusted @Rs 3000 per Sq.ft. from the Owner's allocation.] Until refund ~~and/or~~ adjustment of the Security Deposits, the Developer shall not execute the Deed of Conveyance made in respect of the Owner's Buyers. !

Signature

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12. **Developer's Consideration**

12.1 Developer's Allocation: The Developer shall be entitled to such number of Units in the Said Complex as have 59% (Fifty Nine Percent) of the total saleable area of the Said Complex along with the proportionate & indivisible share of the land, as well as the share in the Common Portions and Amenities, etc (collectively **Developer's Allocation**). The Developer and the Owner will by mutual consent identify and allocate the Developer's Allocation in the Said Complex on pro-rata basis and such allocation shall be duly recorded in a bilateral instrument, which shall, on execution and delivery by the Parties, form a part of this Agreement.

13. Sale, Marketing and Construction Finance

13.1 Sale of Units in Owner's Allocation: The Owner shall have to abide by Clause No. 13.3 in order to deal with/sale of the Units and parking spaces in Owner's Allocation and all proceeds arising out of such dealing/sale of Owner's Allocation to third parties (**Owner's Buyers**) shall belong exclusively to the Owner and the Developer shall have no share and/or interest therein and/or claim thereon. It is however also clarified here, that the Developer alone shall be entitled to receive and appropriate from the Owner's Buyers as well as the Developer's Buyers (defined in Clause 13.2 below) all deposits and extra charges including (1) charges for HT Electric Transformer, Equipment, Cabling, etc (2) charges for Generator, other amenities and facilities (3) Deposits and Advance for Maintenance Charges and Taxes (4) Sinking Fund (5) Club membership charges (if any) and (6) Sale, Documentation, Legal fees and Statutory charges. For permanent electric connection to the Units, the Buyers shall pay the deposits demanded by WBSEB Limited and/or other agencies.

13.2 Sale of Units in Developer's Allocation: The Developer shall be exclusively entitled to deal with/sale Developer's Allocation in the manner described in Clause No. 13.3 and all proceeds arising out of such dealing/sale of the Developer's Allocation to third parties (**Developer's Buyers**) shall belong exclusively to the Developer and the Owner shall have no share and/or interest therein and/or claim thereon.

13.3 Marketing: The Parties have agreed upon the methodology and standard operating procedure of Marketing where the entirety of the Owner's Allocation and the Developer's Allocation units in the Said Complex shall be sold by the Developer alone through a single window concept. The basic terms and conditions for dealing with the units in the Said Complex are (a) Marketing strategy relating to the sale of the flats/units/apartments/shops/outlets/showrooms/offices, etc in commercial and residential segments shall be undertaken and carried out by the Developer at its sole discretion (b) the

sale of the Developer's Allocation and the Owner's Allocation shall be on first-come-first-serve-basis and the booking or sale of Developer's Allocation and the Owner's Allocation shall be proportionate as per mutually agreed Allocation ratio and for undertaking the responsibility of selling the Owner's Allocation, the Owner shall be liable to pay to the Developer, 2% (TWOpercent) of the sale price as Marketing Cost plus the applicable taxes. The Developer shall keep all amounts realized from the sale of apartments and car parkings of the Owner's allocation in a separate account and after necessary deductions, including marketing costs, the same will be transferred to the Owner. The sale proceeds of the respective allocated areas of Owner's Allocation and Developer's Allocation shall be deposited to the Owner's Account and Developer's Account by way of Cheque / Draft / Bank Transfer or any other available provisions, as per law.

13.4 Construction Finance: The Developer may arrange for financing of the Said Complex (**Construction Finance**) by a Bank or Financial Institution (**Banker**). Such Construction Finance can be secured on the strength of the security of the Developer's Allocation and construction work-in-progress/receivables to the extent pertaining to the Developer's Allocation but collateral security may be created by depositing the Said Title Deeds. The Custodian shall be authorized to hand over to the Developer the Said Title Deeds so that the same can be deposited with the Banker but on the clear understanding that the Banker shall have no right of recovery against the Owner's Allocation. For this purpose, the Owner shall execute necessary documents through its delegated authority as contained in the Development Power of Attorney and the Owner shall enter into a tri-partite agreement with the banker and Developer to create a charge in favour of the Banker for availing such construction finance.

13.5 Other entitlements: the developer shall be further entitled to costs incurred for marketing of the project, brokerage levied, costs for obtaining the transformer and fire license, procurement and establishment of generator, ancillary system and all other system for common use.

14. Completion and Possession

14.1 Possession: On or before the Completion Time, the Developer shall deliver possession of the Units comprised in the Developer's Allocation to the concerned Developer's Buyers and shall deliver possession of the Units comprised in Owner's Allocation to the concerned Owner's Buyers for the sold Units and Owner for the unsold Units. The Developer shall be liable to deliver and the Owner's Buvors/Owner. shall be obliged to take possession of their respective

Units immediately upon notice of possession (**Possession Notice**) and latest within 30 (thirty) days from the Possession Notice (**Possession Date**), failing which it shall be deemed that the Developer has delivered possession on the Possession Date and the Owner's Buyers/Owner shall become liable and responsible for the Taxes (defined in Clause 15.1 below) and Maintenance Charge (defined in Clause 16.2 below) of their respective Units from the Possession Date. Notwithstanding anything to the contrary contained elsewhere, it is expressly agreed that possession, occupation or use of any portion of the Developer's Allocation in any phase shall not be made over till the Possession Date but this shall not disable the Developer to give possession for fit-outs.

14.2 Sale of Developer's Allocation: In consideration of the Developer constructing the Owner's Allocation, the Owner shall execute sale deeds of the undivided share in the land contained in the Said Premises and the Building Plan as be attributable to the Developer's Allocation in favour of the Developer's Buyers, in such part or parts as shall be required by the Developer, after the Possession Date. Such execution of the Conveyance in respect of the Developer's Allocation by the Owner shall be through the delegated authority given to the Developer by the Development Power of Attorney.

14.3 Sale of Owner's Allocation: The Developer shall join the deeds of sale in favour of the Owner's Buyers and shall execute and register the same in its capacity as a confirming party.

14.4 Costs of Sale: All costs of execution and registration (as applicable) in respect of both; Owner's Allocation and Developer's Allocation, related to all sale documents, including Stamp Duty, Registration Fees, Legal Fees, incidental expenses, etc, shall be borne and paid by the respective Buyers, being payable to the Developer.

14.5 Possession to Owner: If at the end of Said Project, there are any unsold Units in the Owner's Allocation, the Developer shall handover the same to the Owner, complete in all respect.

15. Taxes and Outgoings

15.1 Relating to Period Prior to Possession: All municipal taxes, land revenue and outgoings (collectively **Taxes**) on the Said Premises relating to the period till the date of Sanction of Building Plan, whether as yet demanded or not, shall be borne, paid and discharged by the Owner. It is made specifically clear that all Taxes outstanding upto such date shall remain the

liability of the Owner and such dues shall be borne and paid by the Owner as and when called upon by any statutory authority.

15.2 Relating to Period After Possession: All Taxes on the Said Premises relating to the period after the date of sanction of Building Plan and till the Possession Date of units shall be borne, paid and discharged by the Developer. It is made specifically clear that all Taxes outstanding for the aforesaid period shall remain the liability of the Developer and such dues shall be borne and paid by the Developer.

15.3 Relating to Period After Possession Date: On and from the Possession Date, the Owner's Buyers/Owner shall become liable and responsible for the Taxes and Maintenance Charge (defined in Clause 16.2 below) of their respective Units.

15.4 Rates, Taxes and Statutory Impositions- Both the Developer and the Owner undertake to assume their respective proportionate statutory liabilities and/or obligations including but not limited to payment of service taxes, municipal taxes, land revenues, panchayat taxes such other statutory obligations arising from the present Agreement. Any tax or statutory liability attributable to the Owner's Allocation shall always be deemed to be the Owner part of obligation and any tax or statutory liability attributable to the Developer's Allocation shall always be deemed to be the Developer's part of obligation.

16. Maintenance Scheme

16.1 Maintenance: The Developer shall frame a scheme for the management and administration of the Said Complex.

16.2 Maintenance Charge: On and from the Possession Date, the Buyers shall become responsible for proportionate payment of all charges for maintenance and upkeep of the Common Portions of the Said Complex (**Maintenance Charge**). The Maintenance Charge shall be fixed by the Developer and till such maintenance and upkeep is handed over to the Association, Developer or an agency nominated by Developer to discharge the functions of maintenance and upkeep shall collect the Maintenance Charge. The Buyers shall also pay interest free advance towards Maintenance Charge at rates to be decided by the Developer in respect of their respective units plus taxes, as applicable, which amount shall be utilized by the Developer for defraying Maintenance Charge for as long as the said amount permits (**Advance Maintenance Charges**).

17. Common Restrictions (Applicable to All): All Buyers shall be subject to the same restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the Said Complex.

18. Obligations of Developer

18.1 Completion of Development within Completion Time: The Developer shall complete the entire process of making the apartments in a habitable state and installing the transformer within the Completion Time, unless extended in writing by mutual consent of both the parties. The word 'completion' and its grammatical variants shall mean habitable and tenable state with water supply, sewerage connection, electrical installation including all other facilities and amenities as be required to be provided to make the units ready-for-use and occupation with submission of completion certificate issued by an Architect.

18.2 Compliance with and No Violation of Laws: The execution and implementation of the Said Complex shall be in conformity with the prevailing laws, rules and bye-laws of all concerned authorities and all Government bodies and it shall be the absolute responsibility of the Developer to ensure proper compliance. The Developer agrees and covenants with the Owner not to violate or contravene any of the provisions of the rules applicable to construction of the Said Complex.

18.3 Planning, Designing, Development and Implementation: The Developer shall be responsible for obtaining all clearances from relevant authorities.

18.4 Commencement of Project: The development of the Said Premises and implementation of the Said Complex shall commence from the date of letter of 'work-commencement' (more specifically for clause 8.3, herein) post the Building Plan Sanction being received. The work (construction) shall be done as per the specifications, Building Plan, schemes, rules, regulations, bye-laws and approvals of 1 no. Bonhoogly Gram Panchayat and the Planning Authorities, at the sole cost, risk and responsibility of the Developer, the Owner having no responsibility in respect thereof in any manner whatsoever.

18.5 Strict Adherence by Developer: The Developer has assured the Owner that it shall implement the terms and conditions of this Agreement strictly without any violation thereof and shall adhere to the stipulations of time limits given in this Agreement, without default.

18.6 Construction at Developer's Risk and Cost: The Developer shall construct the Said Complex at its own cost, risk and responsibility, by adhering to the Building Plan and all applicable laws and attending to all notices issued by concerned authorities. The Developer shall alone be responsible and liable to 1 no. Bonhoogly Gram Panchayat, the Planning Authorities, the Buyers, third parties and the public in general with any aspect of construction of the Said Complex and shall alone be liable for any loss, damage or compensation or for any claim arising from or relating to such construction and shall indemnify the Owner fully against all claims, losses and damages for any incident or accident which may occur during the construction activity and/or due to faulty design and/or any other material defect, act, omission or neglect on the part of the Developer and/or any contractor, entity, body, agency and/or person appointed or designated by the Developer and/or any employee, agent and representative of the Developer. The Developer shall decide about all the day-to-day activities including appointment of contractors and purchasing of materials in respect of the construction work.

18.7 Tax Liabilities: All tax liabilities in relation to the development, namely GST, Works'Contract Tax or others, shall be borne by Developer. Any tax on income arising out of sale of the Owner's Allocation shall be borne by the Owner only. The GST applicable on the units shall be borne by the Buyers. The Owner shall bear / pay the GST, as per applicable rules, to the Developer for the Units comprised in the Owner's Allocation.

18.8 Act in Good Faith: The Developer, in addition to the other obligations under this Agreement, undertakes to act in good faith towards the Owner, and/or any appointed / designated representative of the Owner so that the Said Complex can be successfully completed.

19. Obligations of Owner

19.1 Co-operation with Developer: The Owner undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Project.

19.2 Act in Good Faith: The Owner undertake to act in good faith towards the Developer (and any appointed/designated representative) so that the Said Project can be successfully completed.

- 19.3 Documentation and Information:** The Owner undertake to provide and/or make available to the Developer with any and all documentation and information relating to the Said Premises as may be required by the Developer from time to time.
- 19.4 No Obstruction in Dealing with Developer's Functions:** The Owner covenants not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 19.5 No Obstruction in Construction and Legal Requirements:** The Owner covenants not to cause any interference or hindrance in the construction and execution of the Said Project. The Owner further submits that, it will obtain and make available to the Developer all requisite permissions and clearances with regard to Conversion of 'nature of land', under Urban Land (Ceiling and Regulation) Act, 1976 and any other document/clearances, as required for submission of Building Plan to be sanctioned, within 60 days from date of registration of this Development Agreement.
- 19.6 No Dealing with Said Premises:** The Owner covenants not to let out, grant lease, mortgage and/or charge the Said Complex or any portion thereof.
- 19.7 Strict Adherence by the Owner:** The Owner have assured the Developer that it shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits given in this Agreement.
- 19.8 No Assignment:** The Owner hereby agrees and covenants with the Developer, not to sale and/or assign the benefits of this Agreement or any portion thereof, without prior written consent of the Developer and any assignment or sale without such prior written consent shall make the Owner liable for payment of damages and compensation to the Developer.

20. Indemnity

- 20.1 By Developer:** The Developer hereby indemnifies and agrees to keep the Owner saved, harmless and indemnified of from and against any and all actions, suits, costs, proceedings, claims, losses, damages or liabilities (whether criminal or civil) that the Owner may suffer in relation to the Said Complex and/or the development of the Said Premises and/or delay penalties to the buyers for the delay in construction and/or defects therein [limited to a period of 1 (one) year from the Possession Date] and those resulting from breach of this

Agreement by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or the Developer's Buyers and any breach resulting in any successful claim by any third party in connection with the above or non-compliance of any statutory laws or violation of any permission, rule, regulation or bye-law or arising out of any construction related accident or otherwise.

20.2 By the Owner: The Owner hereby indemnify and agree to keep the Developer saved, harmless and indemnified of from and against any, all actions, suits, costs, proceedings, claims, losses, damages or liabilities (whether criminal or civil) suffered by the Developer in relation to any defect in title of the Owner of the Said Premises and/or any encumbrance or liability whatsoever thereon and those resulting from breach of this Agreement by the Owner, including any act of neglect or default of the Owner's consultants, employees and/or Owner's Buyers and any breach resulting in any successful claim by any third party in connection with the above.

21. Limitation of Liability

No Indirect Loss: Notwithstanding anything to the contrary contained herein, neither the Developer nor the Owner shall be liable in any circumstances whatsoever to each other for any indirect loss suffered or incurred.

22. Miscellaneous

22.1 Parties Acting under Legal Advice: Each Party has taken and shall take their own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.

22.2 Project Legal Advisors: Sri Anubhav Sinha(Advocate), of 37/1B, Hazra Road, Kolkata700029, Sri Sudip Kumar Bhaumik (Advocate), City Seasons & Metropolitan Magistrates' Court, Calcutta, Kolkata- 700001 or any other Advocate(s) / Law firm as the Developer may decide, in due course of time, shall act as the legal advisors of the Said Project (**Legal Advisors**).

22.3 Essence of Contract: The Owner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

22.4 Documentation: The Developer shall be responsible to bear all costs and expenses towards execution and registration of this Agreement, the Power of Attorney and any document for giving effect to all / any of the terms and conditions set out in this Agreement. The Owner however shall pay legal fees and professional charges for any advice not common to interest of the Parties in the Said Complex.

22.5 Valid Receipt: The Owner shall pass valid receipts for all amounts paid under this Agreement.

22.6 No Partnership: The Owner and the Developer have entered into this Agreement for implementation of the Said Project and are acting on principal-to-principal basis and nothing contained herein shall be deemed to be or construed as a statutory partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

22.7 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 right.

22.8 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.

22.9 No Demise or Assignment: Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the Said Premises or any part thereof to the Developer by the Owner or as creating any right, title or interest therein in favour of the Developer except to develop the Said Premises in terms of this Agreement.

23. Remedy for Default

23.1 Termination by Developer: The Developer shall be entitled to cancel or rescind this Agreement without recourse to arbitration, in the event of rejection of change of use by BL&LRO or any other govt. body, for any reason whatsoever. In such case, refund of Security Deposit along with any other advances paid by Developer to the Owner has to be made along with interest calculated @1.5% (one and half percent) per month from the date of payment made to the Owner notwithstanding the terms mentioned in Clause 11.2 above.

23.2 No Termination: None of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration save and except as provided in clause 23.1 above. In the event of any default, on the part of either Party, the other Party shall be entitled to claim specific

performance of this Agreement and for damages and the Parties agree that the Arbitration Tribunal shall be empowered to award specific performance and additionally to award damages and other such reliefs.

23.3 Circumstances of Transfer of Obligations to Owner: In case Developer is unable to complete the construction of the Said Project within the Completion Time (Clause 8.3) and Extension of Completion Time (Clause 8.4), then and in such event only, Owner will be entitled to take over the construction and finishing work of the Said Complex at the risk and cost of Developers. After completion of work, Owner shall prepare an account of the receipts and expenses and give the same to Developer. Developer hereby expressly authorizes and empowers Owner to take over and meet the aforesaid obligations of Developer in the aforesaid circumstances and manner and agrees not to revoke or repudiate such authority and empowerment in favour of Owner, at any time.

24. Force Majeure

24.1 Meaning of Force Majeure: The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God (2) any kind of pandemic or lockdown (3) acts of war (4) fire (5) insurrection (6) terrorist action (7) civil unrest (8) riots (9) non availability or reduced availability of building materials due to legislative or administrative reasons (10) strike by material suppliers, transporters, contractors, workers and employees (11) any notice, order of injunction, litigation, attachment, etc. not occasioned due to any default or incorrect action of any Party hereto (12) delay in receiving any statutory sanctions or permissions from the Government or any statutory authority for administrative or legislative reasons (13) any rule or notification of the Government or any other public authority and (14) any act of Government such as change in legislation or enactment of new law or restrictive laws or regulations (collectively **Force Majeure**).

24.2 Saving Due to Force Majeure: If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of Force Majeure, such Party shall be deemed not 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 be extended accordingly.

25. Entire Agreement (Supersession): This Agreement constitutes the entire agreement between the Parties and subject to the provisions of Clauses 28.1 and 29.1 above, revokes and supercedes all previous discussions, correspondences, agreements between the Parties, oral or implied but does not impact any correspondence, agreement made contemporaneously or hereafter, which shall all be deemed to be part of and included in this Agreement, shall govern and bind the Parties.

26. Registration of Agreement (Original to Belong to Developer): Only one copy of this Agreement is being executed which shall be registered and the original of such registered copy shall be retained by the Developer and shall be the property of the Developer. The Owner shall have a certified copy of the registered Agreement.

27. Severance

27.1 Partial Invalidity: If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

27.2 Deletion of Invalid Provision: If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some parts of the provision were deleted, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable.

27.3 Reasonable Endeavour for Substitution: The Parties agree, in the circumstances referred above, to use all reasonable endeavours to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties (if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.

28. Reservation of Rights

28.1 **Right to Waive:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof, in writing.

28.2 **Forbearance:** No forbearance, indulgence, relaxation or inaction by any Party at any time to require performance of any provision of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.

28.3 **No Waiver:** Any waiver or acquiescence by any Party of/for any breach of any provision of this Agreement shall not be construed as a waiver, acquiescence to or recognition of any right under or arising out of this Agreement or acquiescence to or recognition of rights and/or position, other than as expressly stipulated in this Agreement.

28.4 **No Continuing Waiver:** A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion. No omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall constitute a waiver of such obligation of the other Party or the due and punctual performance thereof by such other Party and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other (similar or otherwise) obligations hereunder or as a waiver of any right or remedy that such Party may otherwise have in law or in equity.

29. **Amendment/Modification / Express Documentation:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is, by an instrument in writing executed by both the Parties, and expressly referring to the relevant provision of this Agreement.

30. Notice

30.1 **Mode of Service:** Any legal notice for default under this Agreement (**Notice**) or other written communication given under or in connection with this Agreement (**Communication**) may be delivered personally, or sent by registered post /speed post with acknowledgement due to the proper address and for the attention of the relevant Party (or such other address as is notified in the manner mentioned in this Clause by each Party from time to time). The Owner shall address all Notices and Communications to the Developer, addressed to Suryansh Pugalia, Sole-Proprietor of SUNNIVA REALTY, having address - 19 Pollock Street, 2nd Floor, Room No.2/20, Kolkata 700001 (or at Email – sunnivaprojects@gmail.com) and the Developer shall

address all Notices and Communications to the Owner, represented by SriMahendra Prasad, being the son of the Owner, having address at - Opposite Ekta Sangha , Ramchandrapur North, South 24 Parganas, West Bengal – 700103.

30.2 Time of Service: Any Notice or Communication shall be deemed to have been served if, (1) delivered personally, at the time of delivery, and (2) sent by registered post / speed post, on the 4th day of handing over the same to the postal authorities.

30.3 Proof of Service: In proving such service it shall be sufficient to prove that personal delivery was made or in the case of registered post, that Notice or Communication was properly addressed and delivered to the postal authorities.

31. Arbitration

31.1 Referral of Disputes to Arbitration: Any and all disputes/differences in relation to, arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement between the Owner and Developer (collectively **Disputes**), shall be referred to and finally resolved by arbitration by an Arbitration Tribunal formed in the manner given below, as per the prevailing Arbitration and Conciliation Act, 1996.

31.2 Conduct of Arbitration Proceedings: The Parties, irrevocably agree that (1) the place of arbitration shall be Kolkata only (2) the language of arbitration shall be English (3) the Arbitration Tribunal shall be entitled to give interim awards or directions regarding the Disputes (4) the Arbitration Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law by consent of parties, which consent is hereby given by the Parties (5) the arbitration shall otherwise be carried out in terms of and in accordance with the prevailing Arbitration and Conciliation Act with modifications made from time to time and the provisions of the said act shall apply to the arbitration proceedings and (6) the directions and interim/final award of the Arbitration Tribunal shall be binding on the Parties. The fee of the arbitral tribunal shall be limited to ceiling provided in Schedule 4 of the Arbitration and Conciliation Act, 1996.

32. Jurisdiction (Court): The Courts in Kolkata shall have exclusive jurisdiction.

33. Rules of Interpretation

- 33.1 **Presumptions Rebutted:** It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumption shall arise adverse to the right, title and interest of Parties to the Said Premises and/or this Agreement.
- 33.2 **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 statute, statutory provision or subordinate legislation shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statute, statutory provision or subordinate legislation.
- 33.3 **Number, Gender and Party:** In this Agreement, any reference to singular includes plural and vice-versa, words denoting any gender include all other genders, and any reference to a Party is to a party to this Agreement.
- 33.4 **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.
- 33.5 **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.
- 33.6 **Headings:** In this Agreement, 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.
- 33.7 **Definitions:** In this Agreement, words put in brackets and in bold print define the word, phrase and expression immediately preceding.

1st SCHEDULE :: (The SAID PREMISES or the Property or the Land Details)

ALL THAT piece or parcel of land, measuring about **21 Cottahs 06 Chittacks 15 Sq.ft.**, equivalent to 36 satak (decimal) be the same or little more or less, lying and situated at Mouza: Ramchandrapur, J.L. No. 58, comprised within R.S. Dag Nos. 679, 680 and L.R. Dag Nos. 769, 770, 771, within L.R. Khatian No. 3863, under PO and PS: Narendrapur, South 24 Paraganas, Kolkata 700103, West Bengal within the jurisdiction of 1 no. Bonhoogly Gram Panchayat, District - South 24 Parganas, being butted and bound in the following manner;

- On the NORTH side : 16 feet wide Road,
- On the WEST side : 16 feet wide Road,
- On the SOUTH side : Land of RS Dag No: 681,
- On the EAST side : Land of RS Dag No: 690, 691.

Dag No.	Area
L.R. 769	5K - 10ch - 9sqf
L.R. 770	3K - 12ch - 6sqf
L.R. 771	12K

Area marked in RED, being the 'SAID PREMISES' is shown in the "Plan / Map" annexed hereto.

2nd SCHEDULE :: (Specifications of the Project)

1. Structure: RCC Structure with foundation as per Engineers Specifications,
2. Walls: Bricks (Red Bricks or AAC or equivalent),
 - Internal Wall Finish: Plaster with finish of POP / Wall Putty,
 - Common Area Wall Finish: Paint over putty,
3. Electrical: High-Quality concealed copper wiring with Modular Switches and MCBs,
4. Window: Aluminum Sliding Windows with clear glass, lock arrangement and MS Grills.
5. Doors
 - Frame: Tough timber frames
 - Main Doors: Shutter Flush Doors (with Lock & Handle)
 - Internal (Inside) Doors: Shutter Flush Doors (with Latch)
6. Flooring
 - Units: Vitrified or Ceramic tiles (2'x2') in bed rooms / living dining,
 - Common Area & Stairs: Indian Marble / Kota Stone or Tiles,
 - Car Park, Driveway and Roof: IPS flooring (IPS) with tile-demarcation,
7. Kitchen
 - Flooring: Ceramic or Vitrified tiles,
 - Kitchen Counter Top: Granite with SS Sink,
 - Dado: 2.5 ft height of ceramic tiles on Granite Top,

8. Toilet

- Flooring: Ceramic / rectified (anti-skid) tiles,
- Wall Tiles: Tiles up to 6ft height,
- Chromium Plated branded fittings, including wall-mixer & shower,
- Sanitary Wares with W/Commode, Basin (of Cera/Parryware or equivalent),

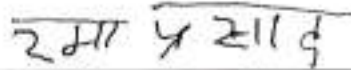
9. Exterior: Weather Proof Exterior Finish Paint,

10. Lift with adequate passenger capacity,

11. Ground Level(of the Project): 18" above Road level.

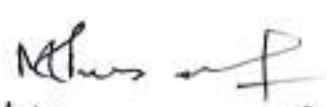
RECEIPT & MEMO of SECURITY DEPOSIT.

Received from **SUNNIVA REALTY** (Proprietor: SURYANSH PUGALIA), a sum of Rs. 25,00,000/- (Rupees **Twenty Five Lakhs** only) towards full and final payment of the SECURITY DEPOSIT as mentioned in Clause 11.2 above, by Cheque No. 242796 (dated:10/12/2021) drawn on State Bank of India, Brabourne Road Branch, Kolkata.



(By the OWNER : Smt RAMA PRASAD)

WITNESS (es) - Name & Address:

1. Sudip v. Prasad
Adv.
CMM Court, Calcutta.
2. 
MAHENDRA PRASAD
Ranchandapur, Narainapur
K-103

35. Execution and Delivery:

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date mentioned hereinabove;

By the OWNER :

Smt. RAMA PRASAD

(PAN :BTCPP0716L)

रमा प्रसाद

By the DEVELOPER :

M/s. SUNNIVA REALTY

(Proprietor: SURYANSH PUGALIA)

(PAN : AIAPP0385P)

For SUNNIVA REALTY

Suryansh

WITNESS (es) - Name & Signatures:

1. Sudip K. Bhaumik
Adv.
City Court, Calcutta.
2. M. Mahendra Prasad
Ran Chandra, Nandambur
W.P - 103

Drafted by:

Sudip K. Bhaumik

(Sudip Kumar Bhaumik)

Advocate

City Sessions & Metropolitan Magistrates' Court, Calcutta

Kolkata - 700001

Enrolment No: WB/124/2007

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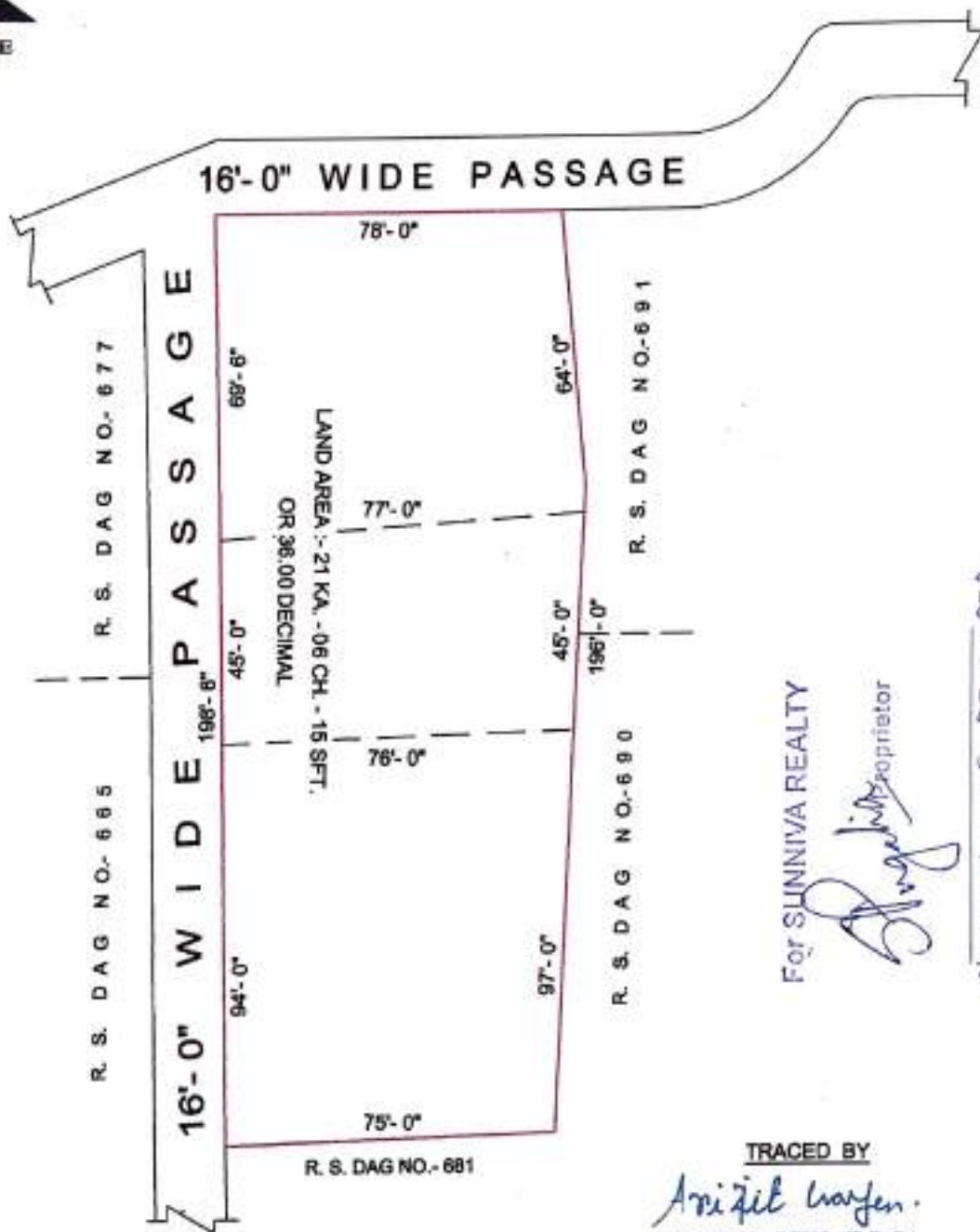
SHOWING THE SITE PLAN OF R. S. DAG NOS.- 678, 679, 680, L. R. DAG NOS.- 769, 770, 771, J. L. NO.- 58, AT MOUZA - RAMCHANDRAPUR, R. S. KH. NO. - 143,146, L. R. KH. NO. - 3863, P. S.- NARENDRAPUR, DIST.-SOUTH 24 PGS, UNDER BONHOOGHLY 1 NO. GRAM PANCHAYET.

LAND AREA MARKED BY RED BORDER-

SCALE :- 1" = 25'-0"

LAND AREA :- 21 KA. - 06 CH. - 15 SFT.

OR 36.00 DECIMAL



For SUNNIVA REALTY

Proprietor

SIGNATURE OF DEVELOPER

TRACED BY

Arijit Gayen
ARIJIT GAYEN (E.S.)
 Planner, Estimator, Surveyor
 EBS No.- RJP-SON/937/20.2.21
 Ghasiara, Sonarpur, Kol-150.
 Mob.- 9038398153 / 7980660409

241 52113

SIGNATURE OF OWNER




Thumb 1st finger middle finger ring finger small finger

PHOTO	left hand					
	right hand					

Name _____

Signature _____

Thumb 1st finger middle finger ring finger small finger

	left hand					
	right hand					

Name शुभा यशिंग

Signature शुभा यशिंग

Thumb 1st finger middle finger ring finger small finger

	left hand					
	right hand					

Name SURYANSH PUGALIA

Signature S.Pugalia



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India
Government of India

অনন্যত্বের আইডি / Enrollment No. : 2010/17542/12641

20/04/2014

To
Rama Prasad
রমা প্রসাদ
W/O Dip Narayan Prasad
RAMKRISHNA NAGAR
Laskarpur
Laskar Pur, South 24 Parganas
West Bengal - 700153



KL900492786FT

90040278



আপনার আধার সংখ্যা / Your Aadhaar No. :

7891 3628 8619

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার

Government of India



রমা প্রসাদ
Rama Prasad
পতি : দীপ নারায়ণ প্রসাদ
Husband : Dip Narayan Prasad

www.aa / DOB: 07/06/1948
লিঙ্গ / Female

7891 3628 8619



আধার - সাধারণ মানুষের অধিকার

রমা প্রসাদ

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

RAMA PRASAD
GANGA PRASAD

07/06/1948

Permanent Account Number

BTCPP0716L

रमा प्रसाद

Signature



रमा प्रसाद



ভারত সরকার
Unique Identification Authority of India

অনুকরণ নং / Enrolment No. : 2010/17550/00736

14/05/2014

To
Shirshendu Dutta
শিরশেন্দু দত্ত
S/O: Ghyamal Dutta
450
PEYARA BAGAN
LASKARPUR
Rajpur Sonarpur (M)
Laskarpur, South 24 Parganas
West Bengal - 700153



KL936518783FT
93061070



আপনার আধার সংখ্যা / Your Aadhaar No. :

2294 9211 2239

আধার - সাধারণ মানুষের অধিকার



শিরশেন্দু দত্ত
Shirshendu Dutta
১৯৯৯/০৫/১৯৯৯
১৯৯৯/০৫/১৯৯৯

আধার -

Shirshendu Dutta



भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India
Government of India

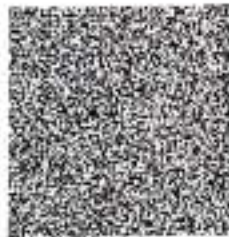
Enrolment No.: 0620/00190/00934

Download Date: 08/04/2018

To
Suryansh Pugalia
C/O Rajendra Kumar Pugalia
3RD FLOOR FLAT-3B
40 RUPCHAND MUKHERJEE LANE
Bhawanipore
Bhawanipore
Kolkata West Bengal - 700025
9830620500

Generation Date: 02/04/2018

Signature Not Verified
Details: 08/04/2018 12:02:12
02/04/2018 12:02:12



QR Code with Photograph

आपका आधार क्रमांक / Your Aadhaar No. :

3135 0438 6917

VID : 9186 0296 3997 6204

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



Suryansh Pugalia
Date of Birth/DOB: 29/12/1977
Male/ MALE



3135 0438 6917

VID : 9186 0296 3997 6204

मेरा आधार, मेरी पहचान



Government of India



सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाण ऑनलाइन ऑथेंटिकेशन द्वारा प्राप्त करें।
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

INFORMATION

- **Aadhaar** is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

- आधार देश भर में मान्य है।
- आधार भविष्य में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा।
- Aadhaar is valid throughout the country .
- Aadhaar will be helpful in availing Government and Non-Government services in future .



भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

Address:
C/O Rajendra Kumar Pugalia, 3RD
FLOOR FLAT-3B, 40 RUPCHAND
MUKHERJEE LANE, Bhawanipore,
Kolkata,
West Bengal - 700025



QR Code with Photograph

3135 0438 6917

VID : 9186 0296 3997 6204

S. Pugalia

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AIAPP0385P



नाम / Name
SURYANSH PUGALIA

पिता का नाम / Father's Name
RAJENDRA KUMAR PUGALIA

जन्म की तिथि / Date of Birth
29/12/1977

Suryansh

Major Information of the Deed



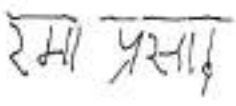
Deed No :	I-1603-12741/2021	Date of Registration	10/12/2021
Query No / Year	1603-2002551405/2021	Office where deed is registered	
Query Date	07/12/2021 4:35:42 PM	1603-2002551405/2021	
Applicant Name, Address & Other Details	BABI CHAKRABORTY ALIPORE POLICE COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8777066058, Status :Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 25,00,000/-]		
Set Forth value	Market Value		
Rs. 3/-	Rs. 1,14,81,942/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,021/- (Article:48(g))	Rs. 25,053/- (Article: E, E, B)		
Remarks			

Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Gram Panchayat: BANGOOGLHY-I, Mouza: Ramchandrapur, JI No: 58, Pin Code : 700103

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-769 (RS :-)	LR-3863	Bastu	Shali	5 Katha 10 Chatak 9 Sq Ft	1/-	27,81,072/-	Width of Approach Road: 16 Ft.,
L2	LR-770 (RS :-)	LR-3863/3	Bastu	Shali	3 Katha 12 Chatak 6 Sq Ft	1/-	27,81,072/-	Width of Approach Road: 16 Ft., Adjacent to Metal Road,
L3	LR-771 (RS :-)	LR-3863	Bastu	Shali	12 Katha	1/-	59,19,798/-	Width of Approach Road: 16 Ft.,
TOTAL :					35.3031Dec	3 /-	114,81,942 /-	
Grand Total :					35.3031Dec	3 /-	114,81,942 /-	




Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Smt RAMA PRASAD Wife of Late DIP NARAYAN PRASAD Executed by: Self, Date of Execution: 10/12/2021 , Admitted by: Self, Date of Admission: 10/12/2021 ,Place : Office	Photo  10/12/2021	Finger Print  LTI 10/12/2021	Signature  10/12/2021
OPP. EKTA SANGHA, RAMCHANDRAPUR NORTH, City:- , P.O:- R C THAKURANI, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700103 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BTxxxxxx6L, Aadhaar No: 78xxxxxxxx8619, Status :Individual, Executed by: Self, Date of Execution: 10/12/2021 , Admitted by: Self, Date of Admission: 10/12/2021 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SUNNIVA REALTY 19, POLLOCK STREET, 2ND FLOOR, ROOM NO. 2/20, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: Alxxxxx5P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr SURYANSH PUGALIA (Presentant) Son of RAJENDRA KUMAR PUGALIA Date of Execution - 10/12/2021, , Admitted by: Self, Date of Admission: 10/12/2021, Place of Admission of Execution: Office	Photo  Dec 10 2021 11:58AM	Finger Print  LTI 10/12/2021	Signature  10/12/2021
40, RUPCHAND MUKHERJEE LANE, City:- , P.O:- BHAWANIPORE, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: Alxxxxx5P, Aadhaar No: 31xxxxxxxx6917 Status : Representative, Representative of : SUNNIVA REALTY				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SHIRSHENDU DUTTA Son of Mr SHYAMAL DUTTA 450, LASKARPUR, PEYARABAGAN, City:- , P.O:- LASKARPUR, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153			
	10/12/2021	10/12/2021	10/12/2021

Identifier Of Smt RAMA PRASAD, Mr SURYANSH PUGALIA

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt RAMA PRASAD	SUNNIVA REALTY-9.30188 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Smt RAMA PRASAD	SUNNIVA REALTY-6.20125 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	Smt RAMA PRASAD	SUNNIVA REALTY-19.8 Dec

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Gram Panchayat: BANGOOGHLY-I, Mouza: Ramchandrapur, JI No: 58, Pin Code : 700103

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 769, LR Khatian No:- 3863	Owner:রমা প্রসাদ , Gurdian:বীণা শর্মা, Address:শিলা , Classification:নগরী, Area:0.06000000 Acre,	Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 770, LR Khatian No:- 3863/3		Seller is not the recorded Owner as per Applicant.
L3	LR Plot No:- 771, LR Khatian No:- 3863	Owner:রমা প্রসাদ , Gurdian:বীণা শর্মা, Address:শিলা , Classification:নগরী, Area:0.20000000 Acre,	Smt RAMA PRASAD

On 10-12-2021

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

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

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

Presented for registration at 11:43 hrs on 10-12-2021, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr SURYANSH PUGALIA .

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 1,14,81,942/-

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

Execution is admitted on 10/12/2021 by Smt RAMA PRASAD, Wife of Late DIP NARAYAN PRASAD, OPP. EKTA SANGHA, RAMCHANDRAPUR NORTH, P.O: R C THAKURANI, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700103, by caste Hindu, by Profession House wife

Indelified by Mr SHIRSHENDU DUTTA, . . Son of Mr SHYAMAL DUTTA, 450, LASKARPUR, PEYARABAGAN, P.O: LASKARPUR, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700153, by caste Hindu, by profession Business

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

Execution is admitted on 10-12-2021 by Mr SURYANSH PUGALIA,

Indelified by Mr SHIRSHENDU DUTTA, . . Son of Mr SHYAMAL DUTTA, 450, LASKARPUR, PEYARABAGAN, P.O: LASKARPUR, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700153, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 25,053/- (B = Rs 25,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 25,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/12/2021 1:35PM with Govt. Ref. No: 192021220131907408 on 09-12-2021, Amount Rs: 25,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 8216253791027 on 09-12-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 19,921/-

Description of Stamp

1. Stamp: Type: Impressed; Serial no AE0953, Amount: Rs.100/-, Date of Purchase: 22/01/2021, Vendor name: I CHAKRABORTY

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/12/2021 1:35PM with Govt. Ref. No: 192021220131907408 on 09-12-2021, Amount Rs: 19,921/-, Bank: SBI EPay (SBIEPay), Ref. No. 8216253791027 on 09-12-2021, Head of Account 0030-02-103-003-02



Debasish Dhar

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2021, Page from 408736 to 408784
being No 160312741 for the year 2021.



Dhar

Digitally signed by DEBASISH DHAR
Date: 2021.12.23 14:45:23 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2021/12/23 02:45:23 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)