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D-2856/2021



25/2/21
 पश्चिम बंगाल WEST BENGAL
 I certify that the document is admitted to
 the custody of the Registrar of the
 Government of West Bengal in accordance
 with the provisions of the Act and in
 witness whereof I have signed and
 affixed my seal to the part of this
 document.

2-316-097/21

T 137571

[Signature]
 Assistant District Sub-Registrar
 Rajarhat, New Town, North 24-Pgs.

DEVELOPMENT AGREEMENT

1. Date: 25th February, 2021 **2-5-FEB 2021**
2. Place: Kolkata
3. Parties
 - 3.1. Saswat Developer Private Limited [PAN AAKCS4828D], - a company incorporated under the Companies Act, 1956, having its registered office at Om Tower, 9th floor, 32 Jawaharlal Nehru Road, Post office - Middleton Row, Police Station Park Street, Kolkata - 700071 and represented by one of its directors namely Trilochan Sharma [PAN AJUPS9281Q and Aadhaar No. 5390 4183 7471], son of Banwari Lal Sharma, Occupation Business, working for gain at Om Tower, 9th floor, 32 Jawaharlal Nehru Road, Post office Middleton Row, Police Station Park Street, Kolkata - 700071. (Owner, includes successor-in-interest and assigns)

নম্বর : 224, 110221,
সন ও তারিখ :
জ্ঞেতার নাম : **Mintu Paul**
Advocate
High Court, Calcutta

স্থান :
ফিডার :
বাহাঙ্গাত কোর্ট

জেলা : উত্তর ২৪ পরগনা
তারিখ : 14 JAN 20 21

মোট টাকার পরিমাণ : **RS. 3:00000**
দ্রোকারী বাহাঙ্গাত
স্বাক্ষর : শ্রী অম্বাট রায়



Additional District Sub-Registrar
Raipur, New Town, North 24-Pgs.

25-FEB 2021



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

GRN Details

GRN:	192020210234427908	Payment Mode:	Online Payment (SBI Epay)
GRN Date:	25/02/2021 11:20:17	Bank/Gateway:	SBlePay Payment Gateway
BRN :	0142846085112	BRN Date:	25/02/2021 11:02:46
Gateway Ref ID:	CHF9197889	Method:	State Bank of India NB
Payment Status:	Successful	Payment Ref. No:	2000316097/4/2021

[Query No**/Query Year]

Depositor Details

Depositor's Name: VINAYAK REALTECH PROPERTIES LLP
Address: TEGHARIA MAIN ROAD KOLKATA-700157
Mobile: 9051033251
Depositor Status: Attorney of Claimant
Query No: 2000316097
On Behalf Of: Mr Aurkojit Chanda
Identification No: 2000316097/4/2021
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000316097/4/2021	Property Registration- Stamp duty	0030-02-103-003-02	74021
2	2000316097/4/2021	Property Registration- Registration Fees	0030-03-104-001-16	100021
			Total	174042

IN WORDS: ONE LAKH SEVENTY FOUR THOUSAND FORTY TWO ONLY.



And

- 3.2. **Vinayak Realtech Properties LLP**, a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157, District North 24 Parganas, [PAN AASFV1939M], represented by its partners, namely (1) **Shishir Gupta**, son of Late Shree Bhagwan Gupta, residing at 30, Vidyasagar Street, Post Office Amherst Street, Police Station Amherst Street, Kolkata-700009, District North 24 Parganas, [PAN AIHPG6508N and Aadhaar No. 7976 5702 7873] and (2) **Vinita Gupta**, wife of Shishir Gupta, residing at 30, Vidyasagar Street, Post Office Amherst Street, Police Station Amherst Street, Kolkata - 700009 [PAN AJFPG4997C and Aadhaar No. 3960 3023 1719]

(Developer, includes successor-in-interest and permitted assigns).

Owner and Developer individually **Party** and collectively **Parties**.

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

4. Subject Matter of Agreement

- 4.1. **Development of Said Property:** Understanding between the Owner and the Developer with regard to development (in the manner specified in this Agreement) of divided and demarcated land measuring Understanding between the Owner and the Developer with regard to development (in the manner specified in this Agreement) of divided and demarcated land measuring (i) 4.34 (four point three four) decimal, more or less, out of 38 (thirty eight) decimal, in R.S./L.R. Dag No. 681, L.R. Khatian Nos. 1270 and 1554, lying and situated at Mouza Kalikapur, J.L. No. 40, Touzi No. 173, within the local limits of Patharghata Gram Panchayat, Police Station - Rajarhat, under A.D.S.R. Rajarhat, District - North 24 Parganas (**First Property**) And (ii) 27 (twenty seven) decimal, more or less, out of 35 (thirty five) decimal, in R.S./L.R. Dag No. 682, L.R. Khatian Nos. 1270 and 1554, lying and situated at Mouza Kalikapur, J.L. No. 40, Touzi No. 173, within the local limits of Patharghata Gram Panchayat, Police Station - Rajarhat, under A.D.S.R. Rajarhat, District - North 24 Parganas (**Second Property**) And (iii) 34.12 (thirty four point one two) decimal, more or less, out of 90 (ninety) decimal, in R.S./L.R. Dag No. 683, under L.R. Khatian Nos. 1270 and 1554, lying and situated at Mouza Kalikapur, J.L. No. 40, Touzi No. 173, within the local limits of Patharghata Gram Panchayat, Police Station - Rajarhat, under A.D.S.R. Rajarhat, District - North 24 Parganas (**Third Property**) And (iv) 5.79 (five point seven nine) decimal, more or less, out of 7 (seven) decimal, in R.S./L.R. Dag No. 685, L.R. Khatian No. 1554, lying and situated at Mouza Kalikapur, J.L. No. 40, Touzi No. 173, within the local limits of Patharghata Gram Panchayat, Police Station - Rajarhat, under A.D.S.R. Rajarhat, District - North 24 Parganas (**Fourth Property**) And (v) 1.48 (one point four eight) decimal, more or less, out of 16 (sixteen) decimal, in R.S./L.R. Dag No. 860, L.R. Khatian No. 1554, lying and situated at Mouza Kalikapur, J.L. No. 40, Touzi No. 173, within the local limits of Patharghata Gram Panchayat, Police Station -



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Rajarhat, under A.D.S.R. Rajarhat, District - North 24 Parganas (Fifth Property), totaling to land measuring about 72.73 (seventy two point seven three) decimal, the First Property, the Second Property, the Third Property, the Fourth Property and the Fifth Property (collectively Said Property), morefully described in the 1st Schedule below, by construction of a ready-to-use residential cum commercial buildings on the Said Property (Project).

- 4.2. **Allocation and Demarcation of Respective Entitlements:** Allocation and demarcation of the respective entitlements of the Owner and the Developer in the Project to be constructed on the Said Property.

5. Representations, Warranties and Background

- 5.1. **Owner's Representations:** The Owner has represented and warranted to the Developer as follows:
- 5.1.1. **Purchase of Said Property:** By virtue of various registered Deeds of Conveyance (collectively Said Deeds), the Owner purchased the Said Property from several persons, free from all encumbrances and for the consideration mentioned in the Said Deeds. The registration details of the Said Deeds are given hereto in 'Annexure A'.
- 5.1.2. **Mutation:** The Owner has mutated its name in the records of Land Revenue Settlement vide L.R. *Khatam* Nos. 1270 and 1554 with regard to the Said Property.
- 5.1.3. **Owner has Marketable Title:** The right, title and interest of the Owner in the Said Property is free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and *lispendens*.
- 5.1.4. **Owner to Ensure Continuing Marketability:** The Owner shall ensure that title of the Owner to the Said Property continues to remain marketable by not doing any act, deed or thing which creates any defect in title and shall keep the Said Property free from all encumbrances created or suffered by the Owner till the completion of the development of the Said Property. However, this shall not affect the Transfer or Encumbering of the Transferable Areas in terms of this agreement.
- 5.1.5. **Owner has Authority:** The Owner has full right, power and authority to enter into this Agreement.
- 5.1.6. **No Prejudicial Act:** The Owner has neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.
- 5.1.7. **No Acquisition/Requisition:** The Owner declare that the Said Property to the knowledge of the Owner has not been acquired, required or included in any scheme of acquisition or requisition and the Owners have neither received nor is aware of any notice or order from any Authority or Statutory Body or Government Department for any such acquisition, requisition or scheme.



RAJAHMUNDRY, NORTH 24TH CIRCLE

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- 5.1.8. **No Excess Land:** The Said Property has not been declared to contain any excess land and the Owner also has not been declared to hold any excess land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- 5.1.9. **No Encumbrance:** The Owner has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing (including creation of statutory or customary right of easement) whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title. The Said Property is free from all claims, demands, encumbrances, mortgages, equitable mortgages, charges, liens, attachments, *lis pendens*, uses, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, restrictions and liabilities whatsoever or howsoever made or suffered by the Owner and the title of the Owner to the Said Property is marketable.
- 5.1.10. **Right, Power and Authority to Develop:** The Owner have good right, full power, absolute authority and indefeasible title to grant right of development to the Developer and to grant, sell, convey, transfer, assign and assure the proportionate share in land of the Said Property in terms hereof.
- 5.1.11. **No Dues:** No revenue, cess, *panchayat* taxes, other taxes, surcharges, impositions, outgoings or levies of any nature whatsoever in respect of the Said Property is due to the Government or any other authority or authorities and no demands, recovery proceedings or Certificate Cases are pending for realization of any dues from the Owners.
- 5.1.12. **No Right of Pre-emption:** No person, entity or authority whatsoever have/had/has, to the knowledge of the Owner ever claimed any right of pre-emption over and in respect of the Said Property or any part thereof.
- 5.1.13. **No Mortgage:** No mortgage or charge has been created by the Owner in respect of the Said Property or any part thereof, whether by deposit of title deeds or otherwise.
- 5.1.14. **No Previous Agreement:** There is no subsisting agreement, whether oral or in writing, entered upon by the Owner in respect of the Said Property save and except the Said Agreement and the POA.
- 5.1.15. **No Guarantee:** The Said Property is not affected by or subject to any corporate guarantee or personal guarantee by or to the knowledge of the Owner for securing any financial accommodation.
- 5.1.16. **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority, to the knowledge of the Owner, prohibiting the Owner from developing, selling, transferring and/or alienating the Said Property or any part thereof.
- 5.1.17. **No Transfer:** The Owner has not created any third party interest of any nature whatsoever and/or has not delegated any of the Owners' right either flowing from the Said Agreement or otherwise to any third party in any manner whatsoever.



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Georgetown, New Town, North 24-P25.

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- 5.2. **Developer's Representations:** The Developer has represented and warranted to the Owner as follows:
- 5.2.1. **Infrastructure and Expertise of Developer:** The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.
- 5.2.2. **Financial Arrangement:** The Developer is and during the tenure of this Agreement shall have sufficient finances and expertise and are also remain competent to arrange the financial inputs required for development of the Said Property, *inter alia* by way of construction of the Project on the Said Property.
- 5.2.3. **No Abandonment:** The Developer shall not abandon, delay or neglect the Project of development of the Said Property and shall accord the highest priority, financial as well as infrastructural, to the development of the Said Property.
- 5.2.4. **No dispute:** The Developer is not having any dispute of its shareholders or directors nor any claim or litigation of any nature whatsoever against it nor has any debt or outstanding dues towards any person or authority and is not in violation of any real estate laws or taxation laws or corporate law nor is any proceeding for liquidation, mismanagement, insolvency, bankruptcy of the Developer filed, pending or threatened.
- 5.2.5. **Developer has Authority:** The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.
- 5.3. **Decision to Develop:** The Owner decided to appoint the Developer to develop the Said Property and to limit its role to only conveying proportionate undivided share in land to interested buyers of the Units in the proposed building against receipt of its share of the Realizations in respect of such Units. Pursuant thereto, preliminary discussions were held with the Developer for taking up the development of the Said Property by constructing the new residential building/s, i.e. Project. The Developer decided to assume and take up the role of being a Promoter in respect of the Said Property.
- 5.4. **Finalization of Terms Based on Reliance on Representations:** Pursuant to the above and relying on the representations made by the Parties to each other as stated above, final terms and conditions [superceding all previous correspondence and agreements (oral or written) between the Parties] for the Project are being recorded by this Agreement.
6. **Basic Understanding**
- 6.1. **Development of Said Property by Construction of Project:** The Owner has agreed to appoint the Developer as the developer and promoter to take up the Project, i.e. the development of the Said Property by construction of the new buildings thereon, with (1) respective specified inputs and responsibility by the Parties respectively as herein



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contained and (2) respective entitlements of each other and obligations towards each other in respect of their respective specified inputs.

- 6.2. **Nature and Use of Project:** The Project shall be in accordance with architectural plan (**Building Plans**) to be prepared by the Architect/s appointed by the Developer (**Architect**) and got approved by the Developer from the Owner upon taking into consideration their views and suggestions, if any, and got duly sanctioned by the *Patharghata* Gram Panchayat, Rajarhat *Panchayat Samity*, Zilla Parishad, NKDA and other statutory authorities concerned with sanction (collectively **Planning Authorities**), as a ready-to-use primarily residential with or without part commercial buildings with specified areas, amenities and facilities to be enjoyed in common.

7. Appointment and Commencement

- 7.1. **Appointment:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Pursuant to and in furtherance of the aforesaid confirmations, the Owner hereby appoint the Developer as the developer of the Said Property to execute the Project on and subject to the terms and conditions as contained in this agreement and the Developer hereby accepts the said appointment by the Owner.
- 7.2. **Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

8. Sanction and Construction

- 8.1. **Sanction of Building Plans:** The Developer shall at its own costs and responsibility, at the earliest within 6 (six) months from the date of execution of this agreement, obtain from the Planning Authorities, sanction of the Building Plans. In this regard it is clarified that (1) full potential of FAR of the Said Property shall be utilized for construction of the Project (2) the Developer shall be responsible for obtaining all sanctions, permissions, clearances and approvals needed for the Project (including final sanction of the Building Plans and Completion and Occupancy Certificate) and (3) all costs and fees for sanctions, permissions, clearances and approvals shall be borne and paid by the Developer.
- 8.2. **Architect and Consultants:** The Owner confirms that the Developer shall have right to appoint the Architect and other consultants to complete the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer and the Owner shall have no liability or responsibility.
- 8.3. **Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties that subject to Circumstances Of Force Majeure (defined in Clause 24.1 below), the Developer shall complete the entire process of development of the Said Property and construct, erect and complete the Project within a period of 42



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(forty-two) months from the date of obtaining the sanctioned Building Plans of the Said Property (**Completion Time**) and the Completion Date may be extended by a grace period of 6 (six) months (**Grace Period**) for completion of the Project.

- 8.4. **Common Portions:** The Developer shall at its own costs install and erect in the New Building common areas, amenities and facilities such as stairways, lifts, passages, common lavatory, electric meter room, pump room, reservoir, overhead water tank, water pump and motor, water connection, drainage connection, sewerage connection as per the sanctioned Building Plans and other facilities required for establishment, enjoyment and management of the Project including those mentioned in the 3rd Schedule hereto (collectively **Common Portions**). For permanent electric connection to the flats and other spaces in the new buildings in the Project (**Flats**), the intending purchasers (collectively **Transferees**) shall pay the deposits demanded by WBSUEDCL and other agencies. It is clarified that the expression **Transferees** includes the Owner and the Developer, to the extent of unsold or retained Flats in the Project allocated and delivered to them respectively.
- 8.5. **Building Materials:** The Developer shall be authorized to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities required for the construction of the New Building but under no circumstances the Owner shall be responsible for the price/value, storage and quality of the building materials.
- 8.6. **Temporary Connections:** The Developer shall be authorized in the name of the Owner to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity if any at the Said Property, upon payment of all usage charges.
- 8.7. **Modification:** The Developer may with prior written consent of the Owner amend or modify the Building Plans, as when required, within the permissible limits and norms of the Planning Authorities.
- 8.8. **Co-operation by Owner:** Both parties shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the mutual interest of the Parties. The Owner shall at the request and cost of the Developer provide all co-operations that may be necessary by way of providing further authorizations to the Developer for successful completion of the Project which do not affect the rights of the Owner hereunder.
9. **Possession**
- 9.1. **Vacating by Owner:** Within 30 days of sanction of Building Plans, the Owner shall vacate the entirety of the Said Property to the Developer to enable the Developer's license to enter upon the same, for the purpose of execution of the Project. It is hereby expressly agreed by and between the parties hereto that the possession of the Said Property shall not be given or intended to be given to the Developer under any circumstances whatsoever including in part performance as contemplated by Section 53A of the Transfer of Property Act 1882 read with Section 2 (47)(v) of the Income



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Tax Act 1961. The possession, juridical or otherwise, of the Said Property shall remain vested in the Owners until such time the Completion of Construction of the Project and thereafter such possession shall be jointly held by the Owners and Developer save the areas delivered to the Transferees or those that may be separately allocated amongst the parties.

10. Powers and Authorities

- 10.1. **Power of Attorney:** The Owner shall grant to the Developer and/or its office bearers a Power of Attorney empowering them to (1) issue no objections to the mortgage by the Transferees of the proportionate portion of the undivided land share in the Said Property for the purpose of obtaining housing loan by such intending buyer, (2) sanction/revalidate /modify/alter the Building Plans by the Planning Authorities, (3) obtain all necessary permissions from different authorities in connection with construction of the Project and for doing all things needful for development of the Said Property by construction of new residential-commercial building/s (4) construction of the Project and (5) booking and sale of the unsold areas that may be allocated to the Developer as part of the Developer's Allocation (defined in Clause 11.2 below).
- 10.2. **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owner hereby undertakes that the Owner shall execute, as and when required by the Developer as necessary and at the costs of the Developer, all papers, documents, plans etc. in furtherance of this agreement for enabling the Developer to perform all obligations under this Agreement.

11. Allocations:

- 11.1. **Owner's Allocation:** The Owner shall be entitled to (1) 32% (thirty two percent) of the Realizations, (2) 32% (thirty two percent) of the construction area (as per the Building Plans) against the Said Property in the New Buildings that may remain unsold upon Completion of the Project together with appertaining share in land and Common Portions, (3) 32% (thirty two percent) of all parking spaces and any other non-construction area against the Said Property in the New Buildings that may remain unsold upon Completion of the Project and any appurtenances thereof.
- 11.2. **Developer's Allocation:** The Developer shall be entitled to (1) 68% (sixty eight percent) of the Realizations, (2) 68% (sixty eight percent) of the construction area (as per the Building Plans) against the Said Property in the New Buildings that may remain unsold upon Completion of the Project together with appertaining share in land and Common Portions, (3) 68% (sixty eight percent) of all parking spaces and any other non-construction area against the Said Property in the New Buildings that may remain unsold upon Completion of the Project and any appurtenances thereof.
- 11.3. **Definitions:** The expressions used in this agreement shall have corresponding meanings assigned to them as follows:-

- 11.3.1. **"Realizations"** shall mean and include the amounts received against Transfer of or otherwise in respect of the Units, Parking Spaces and other



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Transferable Areas from time to time; but shall not include any amounts received on account of (a) Pass Through Charges and (b) Extras and Deposits contemplated in clause 11.3.6 hereto.

- 11.3.2. "Transfer" shall include transfers primarily by sale but with possibility of other transfers as decided by the parties mutually in writing;
- 11.3.3. "Transferable Areas" shall mean the Units, Parking Spaces, Other Constructed Spaces, private/reserved terraces/roofs with or without any facilities and all other areas at the Project and Said Property capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise and shall also include any right, benefit or privilege at the Building Complex and Project Land capable of being commercially exploited and wherever the context so permits shall include the undivided shares in land.
- 11.3.4. "Transferees" shall mean the persons to whom any Transferable Areas in the Project is Transferred or agreed to be Transferred.
- 11.3.5. "Pass Through Charges" shall mean the Goods and Service Tax or any substitutes, additions or alterations thereof and any other impositions, levies or taxes (other than Income Tax) on the Transfer in favour of the Transferees.
- 11.3.6. "Extras and Deposits" shall mean the amounts mentioned in 4th SCHEDULE hereto subject to any variations that may be made by mutual consent of the parties in writing.
- 11.4. It is clarified that in case upon the first sanction of Building Plans any additional area is allowable for construction due to change of law or otherwise, such additional area shall be availed by the Developer and got sanctioned and constructed by the Developer at its own costs and expenses and the increased areas shall also form part of the Transferable Areas.
- 11.5. The Parties have agreed that the unsold areas that may remain upon Completion of the Project shall be allocated between the parties in the Agreed Ratio as per mutual consent of the parties and the details of such demarcation shall be recorded in a separate instrument and in the event exact area allotment is not possible to be made out then for the balance fractional area, the party receiving more shall pay to the party receiving less the then prevalent market value.

12. Deposit:

- 12.1. The Developer has at or before the execution hereof paid to the Owner a sum of Rs.1,00,00,000/- (Rupees one crore only) [Deposit] as an interest free security deposit as security for due performance of its obligations hereunder. The Deposit shall be refunded back to the Developer upon Completion of the Project.



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13. Dealing with Transferable Areas:

- 13.1. As from the date of sanction of Building Plans, the Developer shall exclusively conduct the marketing of the Transferable Areas and in doing so the parties have agreed to the following terms and conditions:
- 13.1.1. The Developer shall adequately publicize / advertise / promote the entire Project.
- 13.1.2. The price, terms of payment and on such the terms and conditions of such sale and at such price from time to time shall be such as may be decided in writing by the Owners and the Developer, jointly. The Owners and the Developer shall jointly decide the minimum basic sale price of each Unit before launching the Project and shall revise the same from time to time by mutual consent in writing. It has been agreed between the Parties that, the Developer shall not be entitled to take any offers for sale of any Unit below the basic sale price without prior consent of the Owners in writing.
- 13.1.3. The parties shall open a joint escrow bank account operable under the joint signature of one authorized representative of the Owners and one authorized representative of the Developer [**Designated Bank Account**].
- 13.1.4. The Developer shall receive and/or deposit the entire Realizations or any part thereof only in the Designated Bank Account and in no other account whatsoever. Thereafter the Realizations will be split and transferred to the respective Parties bank accounts according to their Agreed Ratio.
- 13.1.5. In case, the entirety of the Project does not get sold before the Completion of the Project, the Parties may extend the time upon mutual agreement in writing. Unless so mutually agreed to in writing, the parties shall on Completion of Construction allocate amongst themselves units, parking spaces and other transferable areas as per their respective ratio in amicable and equitable manner as also hereinafter morefully contained.
- 13.1.6. The Developer shall take applications/requests for receive booking but all agreement for sale, allotment, sale deed, nomination/transfer etc., of any Transferable Areas shall be signed and executed by both parties. The Developer shall inform the Owner about any proposed date of execution at least one day in advance in writing and if the Owner's authorized representative fails to be present at the time of execution then the Developer shall be entitled to represent the Owner as constituted attorney and to send the copy of the document so signed within a maximum of 7 days of its execution.
- 13.1.7. The entire Realizations shall be appropriated and shared by the Parties in the said ratio i.e. 32% by the Owner and 68% by the Developer [**Agreed Ratio**].



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Necessary mandate/instructions shall be given in the Designated Bank Account to remit on a daily basis the Pass Through Charges to the account of the Developer and the entire daily closing balance of the Realizations, to the respective different individual accounts of the Owner and the Developer in the Agreed Ratio. Such mandate/instructions shall not be altered or revoked under any circumstances except under joint signature of the authorized representatives of both parties and even so, the sharing of Realizations between the Owner and the Developer in the Agreed Ratio shall not be affected in any manner.

- 13.1.8. The Extras and Deposits shall be taken by the Developer in its own name and the Developer shall utilize the same for the respective purpose. The Owner shall have no concern or responsibility in connection with the figures or utilization in respect of Pass Through Charges or Extras and Deposits. The particular deposits shall be compulsorily transferable to the Association/Society immediately upon its formation.
- 13.2. The Owners shall only be contracting for sale of proportionate undivided share in the land of the Said Property to the Transferees and the consideration for the same shall be the share of the Owner in the Realization.
- 13.3. Sale deed or other instruments of transfer shall be executed and registered in favour of any Transferee only upon full payment been received on or before the date thereof, by the Owner and Developer, from the concerned Transferee.
- 13.4. All formalities, requirements and compliances under the real estate laws including the West Bengal Housing Industry Regulation Act, 2019 shall be wholly and exclusively complied with by the Developer and the share, rights and entitlement of the Owner in the Realization or otherwise hereunder shall not be affected in any manner thereby.
- 13.5. The total liability of the Owner on account of Marketing Costs and Brokerage cost shall be 2% of the Realizations on account of marketing cost (i.e. advertisement and publicity) and 2% of the Realizations on account of brokerage in respect of Transferable Areas (other than those allocated to the parties separately in terms hereof) irrespective of any higher expenses paid or incurred by the Developer. The said liability of the Owner shall be deducted before making final payment to the Owner.
- 13.6. **Demarcation of Respective separate Allocations out of unsold areas:** The Parties have mutually agreed that on Completion of the Project as and when the Parties shall formally demarcate their respective allocations in unsold areas, the details of such demarcation shall be recorded in a separate instrument.
- 13.7. **Owner's Allocation in unsold areas:** The Owner shall be entitled to the allocated unsold areas forming part of Owner's Allocation with right to transfer or otherwise deal with the same in any manner the Owner deems appropriate and the Developer shall not in any way interfere with or disturb the quiet and peaceful



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possession, enjoyment, use and transfer of the same. It is clearly understood that the dealings of the Owner with regard to the said allocated unsold areas forming part of Owner's Allocation shall not in any manner fasten or create any financial liabilities upon the Developer. However, any transfer of any part of such areas shall be subject to the other provisions of this Agreement.

- 13.8. **Developer's Allocation in unsold areas:** The Developer shall be exclusively entitled to the allocated unsold areas forming part of the Developer's Allocation with exclusive right to transfer or otherwise deal with the same in any manner the Developer deems appropriate, without any right, claim or interest therein whatsoever of the Owner and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the same. It is clearly understood that the dealings of the Developer with regard to the said allocated unsold areas forming part of Developer's Allocation shall not in any manner fasten or create any financial liabilities upon the Owner. However, any transfer of such areas shall be subject to the other provisions of this Agreement.
- 13.9. **Cost of Transfer:** The costs of the aforesaid conveyances of the Developer's Allocation including stamp duty and registration fees and all other legal expenses shall be borne and paid by the Developer or the Transferees.

14. Panchayat Taxes and Outgoings

- 14.1. **Relating to Period Prior to Date of Sanction of Building Plans:** All *Panchayat* rates, taxes, penalty, interest and outgoings (collectively Rates) on the Said Property relating to the period prior to the date of sanction of the Building Plans shall be the liability of the Owner and the same shall be borne, paid and discharged by the Owner as and when called upon by the Developer, without raising any objection thereto.
- 14.2. **Relating to Period After Sanction of Building Plans:** As from the date of execution of this Agreement, the Developer shall be liable for the Rates in respect of the Said Property and from the Possession Date (defined in Clause 15.2 below), the Parties shall become liable and responsible for the Rates in the ratio of their sharing in the New Building.

15. Possession and Post Completion Maintenance

- 15.1. **Possession of Owner's Allocation:** Simultaneously with the identification of allocation of the parties in the unsold areas, the Owner shall take possession of those areas which form part of the Owner's Allocation and if the Owner do not take such possession, it shall be deemed that the Developer has delivered possession to the Owner.
- 15.2. **Possession Date and Rates:** On and from such date of the Owner taking physical possession or the aforementioned deemed possession, whichever be earlier (Possession Date), the Parties shall become liable and responsible for the Rates in respect of their respective unsold Allocations.



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

15.4. **Maintenance:** The Developer shall frame a scheme for the management and administration of the Project. The Owner hereby agrees to abide by all the rules and regulations to be so framed by the Developer for the management and administration of the Project.

15.5. **Maintenance Charge:** The Transferees, the Developer and the Owner shall manage and maintain the Common Portions and services of the Project [if necessary, by forming a body (Association)] and shall collect the costs and service charge therefor (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the new buildings in the Project, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments. Advance/deposit towards Maintenance Charge shall also be collected, to ensure that funds are readily available for proper maintenance and upkeep of the Project.

16. Common Restrictions

16.1. **Applicable to Both:** The Project and respective allocations of parties shall be subject to the same restrictions as are applicable to multi-storied ownership buildings, intended for common benefit of all occupiers of the Project.

17. Obligations of Developer

17.1. **Completion of Development within Completion Time:** The Developer shall complete the entire process of development of the Said Property within the Completion Time. The construction shall be carried out in accordance with the Building Plans and in a good and workmanlike manner.

17.2. **Meaning of Completion:** The word 'completion' shall mean habitable state with water supply, sewage connection, electrical installation and all other facilities and amenities as be required to be provided to make the Flats ready-for-use as per Specifications and with Occupancy Certificate from Rajarhat Panchayat Samity or Pathargata Gram Panchayat along with completion in all respects as regards Common Portions and the landscaping as per planning.

17.3. **Compliance with Laws:** The execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure compliance.



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- 17.4. **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the Project with the help of the Architect, professional bodies, contractors, etc.
- 17.5. **Specifications:** The Developer shall construct the Project as per the specifications given the 2nd Schedule below (Specifications).
- 17.6. **Commencement of Project:** The development of the Said Property shall commence as per the Specifications, Building Plans, Scheme, rules, regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owner having no responsibility in respect thereof in any manner whatsoever.
- 17.7. **Construction at Developer's Cost and Responsibility and Warranty:** The Developer shall construct the Project at its own cost and responsibility and shall be responsible for construction defects for the period prescribed in the WBHIRA or any other applicable laws. The Developer shall alone be responsible and liable to Government, Corporation and other authorities concerned and to the occupants/Transferees and shall alone be liable for any loss or for any claim arising from such construction (including labour liabilities and workmens compensation) and shall indemnify the Owner against any claims, loss or damages for any default or failure or breach on the part of the Developer.
- 17.8. **Tax Liabilities:** All tax liabilities applicable in relation to the development, namely GST, works contract tax shall be paid by the Developer and GST, TDS shall be paid by the Transferees in accordance with law. In case any GST is applicable upon the unsold areas allocated to the Owner, the Owner shall pay the same.
- 17.9. **Permission for Construction:** It shall be the responsibility of the Developer to obtain all sanctions, permissions, clearances and approvals required from various Government authorities for sanction of the Building Plans and execution of the Project, including those as Promoter under WBHIRA. The expenses to be incurred for obtaining all such sanctions, permissions, clearances and approvals shall be borne by the Developer.
- 17.10. **No Violation of Law:** The Developer hereby agrees and covenants with the Owner not to violate or contravene any provision of law, regulation or rule applicable to construction of the Project.
- 17.11. **No Obstruction in Dealing with Owner's Allocation:** The Developer hereby agrees and covenants with the Owner not to do any act deed or thing whereby the Owner is prevented from enjoying, selling, assigning and/or disposing of any part or portion of the Owner's Allocation.
- 17.12. **Inspection by Owners:** During the period of construction of the Project, the Owners may undertake periodical inspection of the Project, assisted by an Engineer, if felt necessary. Suggestions / observations, if made on such inspection, shall be communicated to the Corporate Office of the Developer, who may discuss



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the same with the Architect and implement, if feasible. Such inspection, non inspection, giving or non giving of observation shall not create, on the Owner, any statutory, collateral or consequent obligation or liability which is otherwise the obligation or liability of the Developer nor shall he taken to be acknowledgement, discharge or waiver by the Owner of any obligation of the Developer or rights or remedies against the improper compliance, if any by the Developer.

- 17.13. **Responsibility on accidents:** The Owners shall not remain responsible for any accident and/or mishap or damage taking place within or outside the said Total Land while undertaking demolition of the existing structures, if any, at the Said Property and during the course of development. The Developer alone (to the exclusion of the Owners) shall be responsible and liable for the payment of any wages or compensation or other moneys payable to any workmen, contractor of the Developer for any work, dispute, accident or injury to such persons in the course of the proposed development on the Said Property.
- 17.14. **Preventing Encroachment:** The Developer shall not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the Said Property or any part or portion thereof.
- 17.15. **Non Exposure of Owner:** The Developer shall not expose the Owners to any liability and shall regularly and punctually make payment of the fees and/or charges of the architect, engineer and other consultants as may be necessary and/or required for the purpose of construction erection and completion of the said new building/s.
- 17.16. **Labour Laws:** The Developer and/or its contractors shall comply with all Labour Laws including ESIC, Provident Fund and Insurance payments and settle disputes and claims in event of death or injury to any persons on site engaged during development of the Said Property.
- 17.17. **Insurances:** The Developer shall purchase and maintain insurance policies as are customarily and ordinarily available in India on commercially reasonable terms and reasonably required to be maintained to insure the Project and all related assets against risks in an adequate amount, consistent with estimated value of the Project and as may be required. The proceeds from all insurance claims, except for life and injury, shall be promptly be applied for the repair, renovation, restoration, replacement, or re-instatement of the Project assets, facilities and services or any part thereof, which may have been damaged or destroyed.

18. Obligations of Owner

- 18.1. **Co-operation with Developer:** The Owner undertakes to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.
- 18.2. **Documentation and Information:** The Owner has already provided copies of all documentation and information relating to the Said Property as required by the Developer from time to time. All original title related documents shall be held by the



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Owner and shall be delivered to the Association once formed, save and except in case of construction finance in terms hereof by the Developer, with prior consent of the Owners.

18.3. 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.

18.4. No Dealing with Said Property: The Owner covenants not to let out, grant lease, mortgage and/or charge the Said Property or any portions thereof save in the manner envisaged by this Agreement.

19. Indemnity

19.1. By the Developer: The Developer hereby indemnifies and agrees to keep the Owner saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the construction of the Project 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 Transferees and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.

19.2. By the Owner: Subsequent to the Development Agreement, if any litigation will raise in the name of the Owner or any successful claim by any third party for any defect in title of the Said Property, it will be responsibility to short out that issues by the Owner.

20. Corporate Warranties

20.1. By Developer: The Developer warrants to the Owner that:

20.2. Proper Incorporation: it is properly incorporated under the laws of India.

20.3. Necessary Licenses etc.: it has all necessary rights, licenses, permissions, powers and capacity to enter into this Agreement and to perform the obligations hereunder and in so doing, is and shall not be in breach of any obligations or duties owed to any third parties and will not be so as a result of performing its obligations under this Agreement.

20.3.1. Permitted by Memorandum and Articles of Association: the Memorandum and Articles of Association permit the Developer to undertake the activities covered by this Agreement.

21. Limitation of Liability

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



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22. Miscellaneous

- 22.1. **Essence of Contract:** In addition to time, the Owner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 22.2. **Transaction Documentation:** Developer's Advocate, who is the legal advisor of the Developer have drawn this Development Agreement and shall draw all further documents pertaining to the future transaction of the Project.
- 22.3. **Valid Receipt:** The Owner shall pass valid receipts for all amounts paid under this Agreement.
- 22.4. **No Partnership:** The Owner and the Developer have entered into this Agreement on principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 22.5. **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 22.6. **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the Project by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owner. Further, various applications and other documents may be required to be made or signed by the Owner relating to which specific provisions may not have been made herein. The Owner hereby agrees to do all such acts, deeds, matters and things and execute any additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owner also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the Owner in terms of this Agreement.
- 22.7. **Taxation:** The Owner shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owner's Allocation and the Owner shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 22.8. **Name of New Building:** The name of the Project shall be decided by Developer in confirmation with Owner.
- 22.9. **Raising Funds:** The Developer may, if it chooses, after having commenced construction of the Buildings and subject to clauses 22.9.1 and 22.9.2 hereto, avail



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construction finance from any bank or non-banking financial corporation or any financial institution, solely for the purpose of financing the Development of the Said Property, and the Owner has no objection for the same subject also to the following:-

22.9.1 The Owner shall not, under any circumstances, be nor be made liable for repayment of the construction finance or consequence of default in such repayment.

22.9.2 The construction finance amount shall not exceed the actual cost of the remaining construction and shall be taken as per progress of such construction and utilised by the Developer only for the purpose of construction of the buildings at the Said Property. Further the Developer shall use the share of the Developer in the Realization primarily for the purpose of repayment of such construction finance and rest also only for the purpose of compliance its obligations in respect of the project.

25. Defaults

23.1. In the event of the Developer not obtaining sanction of the plan or starting the construction in the manner or within the period stipulated herein, then the Owner shall have the option to cancel/terminate this Agreement or grant further period not exceeding three months for proceeding with the construction on such terms and conditions that may be mutually agreed upon in writing between the Owner and the Developer. In the event of the Owner exercising the option of cancellation/termination, then a sum of Rs. 25,00,000/- (Rupees twenty five lakhs) shall stand forfeited from the amount of Security Deposit made with the Owner and the balance amount of Security Deposit shall be refunded by the Owner to the Developer within 3 (three) months without any interest.

23.2. In the event the Developer delays, fails or is unable to complete the Building Project for any reason whatsoever within the Completion Time and Grace Period, the Developer shall without prejudice to any other provision under this Agreement and/or to any other remedy available to the Owner under law, compensate the Owner with a sum of Rs. 12,00,000/- (Rupees twelve lakh) for each month's delay (or part thereof) till completion. Thereafter the Owner shall be entitled to terminate the Agreement.

23.3. In the event of the Owner exercising its right to terminate this Agreement in terms of Clause 23.2 above, then the following consequences of termination shall become applicable:

23.3.1. The access to the Subject Property by the Developer and/or its contractors, sub-contractors, agents, labour, employees, staffs, consultants, etc. shall forthwith stand stopped.

23.3.2. The Owner shall take over the project and complete the work either by itself and/or through the new developers/ contractors at the risks and costs of the Developer. All receivables from the Transferees/Allottees thereafter shall be paid only to the Owner. All costs, charges and expenses for



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completion of the Project and/or incurred on account of the Developer as also any compensation, interest, penalty, etc. payable to anyone shall be to the account of the Developer.

- 23.4. Notwithstanding the aforesaid, either party shall be entitled to seek specific performance of this Agreement against the other party provided the party seeking specific performance has complied with its/their obligations under this Agreement that are required to be completed by that time.

24. Force Majeure

- 24.1. **Circumstances 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) acts of Nature, (3) acts of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest or riots lasting more than 15 days at a stretch (8) pandemic or epidemic resulting in lockdown for a period in excess of 15 days at a stretch, (9) any notice, order of injunction, litigation, attachments, etc. otherwise than due to any reason attributable to the Developer and (10) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (collectively **Circumstances Of Force Majeure**).

- 24.2. **No Default:** The Parties shall not be deemed to have defaulted in the performance of their contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence and cessation of any event constituting Circumstances Of Force Majeure.

25. Entire Agreement

- 25.1. **Supersession:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, oral or implied or written.

26. Severance

- 26.1. **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall



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continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

27. Amendment/Modification

27.1. **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 all the Parties.

28. Notice

28.1. **Mode of Service:** Notices under this Agreement shall be served by messenger or registered post/speed post with acknowledgment due at the abovementioned addresses of the Parties, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by messenger and (2) on the 4th day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties. The Owner shall address all such notices and other written communications to the Director of the Developer and the Developer shall address all such notices and other written communications to the Owner.

29. Arbitration

29.1. **Disputes:** Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the Arbitral Tribunal, under the Arbitration and Conciliation Act, 1996, consist of such person as be decided/nominated by both Parties Advocate/s. The place of arbitration shall be Kolkata only and the language of the arbitration shall be English. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

30. Jurisdiction

30.1. **High Court and District Court:** In connection with the aforesaid arbitration proceeding, only the courts having territorial jurisdiction over the Said Property shall have jurisdiction to entertain and try all actions and proceedings.

1st Schedule (Said Property)

Divided and demarcated land measuring (i) 4.34 (four point three four) decimal, more or less, out of 38 (thirty eight) decimal, in R.S./L.R. Dag No. 681, L.R. Khatian Nos. 1270 and 1554, lying and situated at Mouza Kalikapur, J.L. No. 40, Touzi No. 173, within the local limits of Patharghata Gram Panchayat, Police Station - Rajarhat, under A.D.S.R. Rajarhat, District North 24 Parganas (**First Property**) And (ii) 27 (twenty



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seven) decimal, more or less, out of 35 (thirty five) decimal, in R.S./L.R. Dag No. 682, L.R. Khatian Nos. 1270 and 1554, lying and situated at Mouza Kalikapur, J.L. No. 40, Touzi No. 173, within the local limits of Patharghata Gram Panchayat, Police Station - Rajarhat, under A.D.S.R. Rajarhat, District North 24 Parganas (Second Property) And (iii) 34.12 (thirty four point one two) decimal, more or less, out of 90 (ninety) decimal, in R.S./L.R. Dag No. 683, under L.R. Khatian Nos. 1270 and 1554, lying and situated at Mouza Kalikapur, J.L. No. 40, Touzi No. 173, within the local limits of Patharghata Gram Panchayat, Police Station Rajarhat, under A.D.S.R. Rajarhat, District North 24 Parganas (Third Property) And (iv) 5.79 (five point seven nine) decimal, more or less, out of 7 (seven) decimal, in R.S./L.R. Dag No. 685, L.R. Khatian No. 1554, lying and situated at Mouza Kalikapur, J.L. No. 40, Touzi No. 173, within the local limits of Patharghata Gram Panchayat, Police Station - Rajarhat, under A.D.S.R. Rajarhat, District North 24 Parganas (Fourth Property) And (v) 1.48 (one point four eight) decimal, more or less, out of 16 (sixteen) decimal, in R.S./L.R. Dag No. 860, L.R. Khatian No. 1554, lying and situated at Mouza Kalikapur, J.L. No. 40, Touzi No. 173, within the local limits of Patharghata Gram Panchayat, Police Station - Rajarhat, under A.D.S.R. Rajarhat, District North 24 Parganas (Fifth Property), totaling to land measuring about 72.73 (seventy two point seven three) decimal, demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

On The North	:	By R.S./L.R. Dag No. 681(P), 682 (P) thereafter R.S./L.R. Dag No. 469
On The East	:	By R.S./L.R. Dag Nos. 685 (P) [thereafter R.S./L.R. Dag No. 687], Dag No. 686 and 691
On The South	:	By R.S./L.R. Dag No. 685 (P) and 30 feet wide road.
On The West	:	By 22 feet wide road and R.S./L.R. Dag Nos. 681 (P) and 683.



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The Details of the Said Property are tabulated below:

Mouza	R.S/L.R Dag No.	Classific ation	Total Area (in dec.)	L.R. Khatian Nos.	Area for this plot (in Dec)	Name of the Recorded Owner
Kalikapur	681	<i>Bagan</i>	38	1270, 1554	4.34	Saswat Developer Private Limited
Kalikapur	682	<i>Bagan</i>	35	1270, 1554	27.00	Saswat Developer Private Limited
Kalikapur	683	<i>Danga</i>	90	1270, 1554	34.12	Saswat Developer Private Limited
Kalikapur	685	<i>Bagan</i>	7	1554	5.79	Saswat Developer Private Limited
Kalikapur	860	<i>Bastu</i>	16	1554	1.48	Saswat Developer Private Limited
Total Land Area					72.73	Decimal

"Annexure A"

Date of Execution	Name of Vendor/s	Name of Purchaser	Dag No.	Land Area (decimal)	Deed No. / Year	Registration Office
25.04.2007	Newtral Holdings Pvt. Ltd.	Saswat Developer Pvt. Ltd.	681	9.25	3435/2007	D.S.R. II, North 24 Parganas
12.04.2007	Oscar Business Pvt. Ltd.	Saswat Developer Pvt. Ltd.	681	9.50	3028/2007	D.S.R. II, North 24 Parganas
08.05.2007	Sankar Bhattacharyya & Anr.	Saswat Developer Pvt. Ltd.	681	14.50	3693/2007	D.S.R. II, North 24 Parganas
28.05.2007	Minati Bhattacharjee & Ors.	Saswat Developer Pvt. Ltd.	681	9.50	4102/2007	D.S.R. II, North 24 Parganas
13.12.2019	Jyotsna Bibi & Ors.	Saswat Developer Pvt. Ltd.	681	5.43	15527/2019	A.D.S.R. Rajarhat
10.11.2020	Mithun Bhattacharjee	Saswat Developer Pvt. Ltd.	681	0.40	7880/2020	A.D.S.R. Rajarhat
10.11.2020	Mithun Bhattacharjee	Saswat Developer Pvt. Ltd.	681	4.00	7881/2020	A.D.S.R. Rajarhat
10.11.2020	Mithun Bhattacharjee	Saswat Developer Pvt. Ltd.	681	0.30	7882/2020	A.D.S.R. Rajarhat
24.11.2020	Sumasi Sarfar	Saswat Developer Pvt. Ltd.	681	0.30	8214/2020	A.D.S.R. Rajarhat



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Date of Execution	Name of Vendor/s	Name of Purchaser	Dag No.	Land Area (decimal)	Deed No. / Year	Registration Office
26.12.2018	Mithun Bhattacharjee	Saswat Developer Pvt. Ltd.	682	3.50	14857/2008	A.D.S.R. Bidhannagar
20.03.2009	Piue Bhattacharjee	Saswat Developer Pvt. Ltd.	682	3.50	2599/2009	A.D.S.R. Bidhannagar
25.05.2007	Amar Bhattacharyya & Ors.	Saswat Developer Pvt. Ltd.	682	7.75	5213/2007	D.S.R. II, North 24 Parganas
02.07.2007	Sankar Bhattacharyya & Anr.	Saswat Developer Pvt. Ltd.	682	1.00	9332/2007	D.S.R. II, North 24 Parganas
08.05.2007	Sankar Bhattacharyya & Anr.	Saswat Developer Pvt. Ltd.	682	8.75	3693/2007	D.S.R. II, North 24 Parganas
28.05.2007	Minati Bhattacharjee & Ors.	Saswat Developer Pvt. Ltd.	682	8.75	4102/2007	D.S.R. II, North 24 Parganas
18.12.2019	Jyotsna Bibi & Ors.	Saswat Developer Pvt. Ltd.	682	5	15528/2019	A.D.S.R. Rajarhat
10.11.2020	Mithun Bhattacharjee	Saswat Developer Pvt. Ltd.	682	1.54	7880/2020	A.D.S.R. Rajarhat
10.11.2020	Mithun Bhattacharjee	Saswat Developer Pvt. Ltd.	682	7.0	7881/2020	A.D.S.R. Rajarhat
10.11.2020	Mithun Bhattacharjee	Saswat Developer Pvt. Ltd.	682	0.98	7882/2020	A.D.S.R. Rajarhat
24.11.2020	Sannasi Sardar	Saswat Developer Pvt. Ltd.	682	0.90	8214/2020	A.D.S.R. Rajarhat

Date of Execution	Name of Vendor/s	Name of Purchaser	Dag No.	Land Area (decimal)	Deed No. / Year	Registration Office
26.12.2008	Mithun Bhattacharjee	Saswat Developer Pvt. Ltd.	683	5.50	14857/2008	A.D.S.R. Bidhannagar
20.03.2009	Piue Bhattacharjee	Saswat Developer Pvt. Ltd.	683	5.50	2599/2009	A.D.S.R. Bidhannagar
12.04.2007	Oscar Business Pvt. Ltd.	Saswat Developer Pvt. Ltd.	683	13.00	3028/2007	D.S.R. II, North 24 Parganas
02.07.2007	Sankar Bhattacharyya & Anr.	Saswat Developer Pvt. Ltd.	683	21.00	9332/2007	D.S.R. II, North 24 Parganas
17.12.2014	Biswajit Mondal	Saswat Developer Pvt. Ltd.	683	10.00	15442/2014	A.R.A. II, Kolkata



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28.05.2007	Minati Bhattacharjee & Ors.	Saswat Developer Pvt. Ltd.	683	15.00	4102/2007	D.S.R. II, North 24 Parganas
21.09.2007	Himangshu Bhusan Bhattacharjee	Saswat Developer Pvt. Ltd.	683	30.00	776/2008	D.S.R. II, North 24 Parganas
13.12.2019	Jyotsna Bibi & Ors.	Saswat Developer Pvt. Ltd.	683	6.43	15530/2019	A.D.S.R. Rajarhat
10.11.2020	Mirhun Bhattacharjee	Saswat Developer Pvt. Ltd.	683	9.00	7881/2020	A.D.S.R. Rajarhat

Date of Execution	Name of Vendor/s	Name of Purchaser	Dag No.	Land Area (decimal)	Deed No. / Year	Registration Office
11.08.2010	Oscar Business Pvt. Ltd.	Saswat Developer Pvt. Ltd.	685	7.00	8440/2010	A.D.S.R. Bidhanagar
13.12.2020	Jyotsna Bibi & Ors.	Saswat Developer Pvt. Ltd.	685	2.34	15532/2019	A.D.S.R. Rajarhat

Date of Execution	Name of Vendor/s	Name of Purchaser	Dag Nos	Land Area (decimal)	Deed No. / Year	Registration Office
01.02.2010	Biswanath Bhattacharyya	Saswat Developer Pvt. Ltd.	860	4.00	885/2010	A.D.S.R. Bidhanagar
18.08.2009	Amar Bhattacharyya & Ors.	Saswat Developer Pvt. Ltd.	860	4.00	7656/2009	A.D.S.R. Bidhanagar
09.06.2009	Pune Bhattacharjee	Saswat Developer Pvt. Ltd.	860	4.00	5348/2009	A.D.S.R. Bidhanagar
13.12.2019	Sahid Ali Molla & Ors.	Saswat Developer Pvt. Ltd.	860	2.29	15534/2019	A.D.S.R. Rajarhat

**2nd Schedule
(Specifications)**

Common Portions:

The Common Portions will be completed and finished as follows:

Super - Structure	RCC framed structure with Monolithic concrete.
Brick Work	External Wall: 8 inch thick with cement mortar (1:6) using 1 st class



Additional District Sub-Registrar
Rajahmundry, new Town, North 24-Pgs.

25 FEB 2021

	clay/block brick. Partition Wall: 5 inch thick brickwork with cement mortar in proportion (1:6) by using 1 st class clay/block bricks.
Plaster	Wall Plaster outside surface 12mm thick (1:6 cement mortar), Inside plaster 12mm thick (1:6 cement mortar) Ceiling Plaster 6mm thick (1:4 cement mortar)
Stair Case And Lobby	Staircase and lobby will be finished with good quality vitrified tiles and Staircase with mild steel railing.
Drainage	The drainage connection will be done as per approved drawing of Plumbing Engineer with very good quality material. Rain water pipes will be 6"/4" India made of supreme or equivalent brand.
Roof Treatment	Good quality material will be laid on roof or plain cement concrete with necessary water proofing admixture.
Water Supply	Water supply with high quality pumps and deep tubewell boring will be made available.
Electrical	Transformer and Mother Meter will be provided upon completion of procedure and payment of security deposit to WBSEDCL. Electrical mains etc. will be provided with good quality copper wire and light surround the project.
Painting And Finishing	Outside face of external walls will be finished with high quality weather coat. Gates and staircase railing grills will be painted with two coats of enamel paints over of primer.
Elevators	Manual Lifts as per Sanction Plan for each Block.

Said Unit:

The Said Unit will be completed and finished as follows:

Floor Of Rooms And Toilets	<ul style="list-style-type: none"> Glazed vitrified tiles in all bedrooms, living/dining rooms, kitchen, balcony and Toilets Anti-skid ceramic tiles.
Kitchen and Toilet Walls	<ul style="list-style-type: none"> Kitchen: Ceramic tiling upto 2.5 feet from the granite counter tops with steel sink. Toilet: Ceramic tiles up to 6.5 feet/up to soffit of lintel level.
Doors	<ul style="list-style-type: none"> Door frames will be made of good quality <i>shal</i> wood. Shutters will be pressed good quality flush door and hatch bolt/Aldrop. Mortise lock/Cylindrical lock in the door and night latch for the main door of the Unit will be provided.
Windows	Fully Aluminium windows with glass fittings and standard handle.
Sanitary Fittings In Toilet/s	<p>The following will be provided:</p> <ul style="list-style-type: none"> Tap and shower arrangements. Light colored European type water closet made of porcelain. Water pipe line. Hot and cold water line. Provision for installation of geysers (only Common Bath room).



ABUBAKAR CHAUDHURY, Deputy Director
Rajahmundry, New Town, North 24-Pgs.

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	<ul style="list-style-type: none"> • Light colored wash basin made of porcelain (only Common Bath room).
Electrical Points And Fittings	<ul style="list-style-type: none"> • Concealed conduits with good quality copper wire will be provided. • TV Power points in living /dining. • 1 (one) Ac power-point in Master Bedroom • Adequate electrical points in all bedrooms, living /dining, kitchen and toilets. • Refrigerator and Geyser point • Modular switches of reputed make • Calling bell point for the main door of the Unit.
Intercom	Telephone points will be provided in the living room with connection of intercom for each individual Unit of the complex.
Wall Finishing	Internal face of the walls will be finished with good quality wall putty.

3rd Schedule**Part I****(Common Portions)**

<ul style="list-style-type: none"> • Lobby at the ground level of the Said complex 	<ul style="list-style-type: none"> • Lobbies on all floors and staircase(s) of the Said Block
<ul style="list-style-type: none"> • Lift machine room(s) and lift well(s) of the Said Block 	<ul style="list-style-type: none"> • Water reservoirs/tanks of the Said Block
<ul style="list-style-type: none"> • Water supply pipeline in the Said Block (save those inside any Unit) 	<ul style="list-style-type: none"> • Drainage and sewage pipeline in the Said Block (save those inside any Unit)
<ul style="list-style-type: none"> • Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Block 	<ul style="list-style-type: none"> • Electricity meter (s) for common installations and space for their installation
<ul style="list-style-type: none"> • Intercom Network in the Said Block 	<ul style="list-style-type: none"> • Electricity Cable for common installations in the Said Block, if any
<ul style="list-style-type: none"> • External walls of the Said Block 	<ul style="list-style-type: none"> • Lift (s)

Part II**(Said Complex Common Portions)**

<ul style="list-style-type: none"> • Boundary walls and main gate 	<ul style="list-style-type: none"> • Landscaped Green Area
<ul style="list-style-type: none"> • Internal roads and walkways 	<ul style="list-style-type: none"> • Community Hall
<ul style="list-style-type: none"> • Generator(s) 	<ul style="list-style-type: none"> • Swimming Pool and Gym
<ul style="list-style-type: none"> • Multi-faceted Roof top Area 	<ul style="list-style-type: none"> • Roof top Garden



Andhra Pradesh District Sub-Registrar
Rajahmundry, New Town, North 24-Pus.

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4th Schedule
Extras and Deposits

a) Stand-by power supply to the Said Unit from diesel generators, per 1 (one) KVA.
b) Security deposit and all other charges of the supply agency for providing Transformer or Mother Meter to the Said Block.
c) The Promoter shall provide Intercom facility in the Said Unit, the Allottee shall be liable to give an installation charge.
d) The Promoter shall provide Water Filtration Plant facility in the Said Complex, the Allottee shall be liable to give an installation charge.
e) The Promoter shall provide Mini Theatre system in the Said Complex, the Allottee shall be liable to give an installation charge.
f) The Promoter shall provide Central Security System in the Said Complex/Said Block, the Allottee shall be liable to give an installation charge.
g) Interest Free advance for proportionate share of the common expenses/ maintenance charges for 12 months @ Rs. 2/- per square feet.
h) Interest Free Sinking Fund @ Rs. 25/- per sq. ft.
i) Association Formation Charge.
j) Legal/Documentation charges, excluding stamp duty and registration fees, registration/ commission fees and misc. expenses, which shall be paid extra by the Allottee at the time of registration.



Additional District Registrar
Rajahmundry, Andhra Pradesh, India 24-2-21

25 FEB 2021

31. Execution and Delivery

31.1. In Witness Whereof the Parties have executed and delivered this Agreement on the date mentioned above.

For SASWAT DEVELOPER PVT. LTD.

[Handwritten Signature]

Director

(TRILOCHAN SHARMA)

(Saswat Developer Private Limited)
[Owner]

VINAYAK REALTECH PROPERTIES LLP

[Handwritten Signature]

(BHISHIR GUPTA)

& Vinayak Gupta Partner

(VINITA GUPTA)

(Vinayak Realtech Properties LLP)
[Developer]

Witnesses:

Signature

[Handwritten Signature]

Name

RAJU SHAW

Father's Name

U. R. Shaw

Address

49/5 K.M. Sarani
KOL- 700023

Signature

[Handwritten Signature]

Name

Raj Kumar Ghosh S/O M.L. Ghosh

Father's Name

210, J. L. Bajaj Street
KOL- 700002

Address

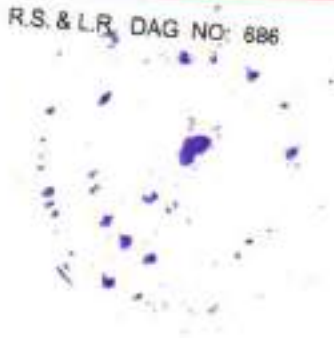
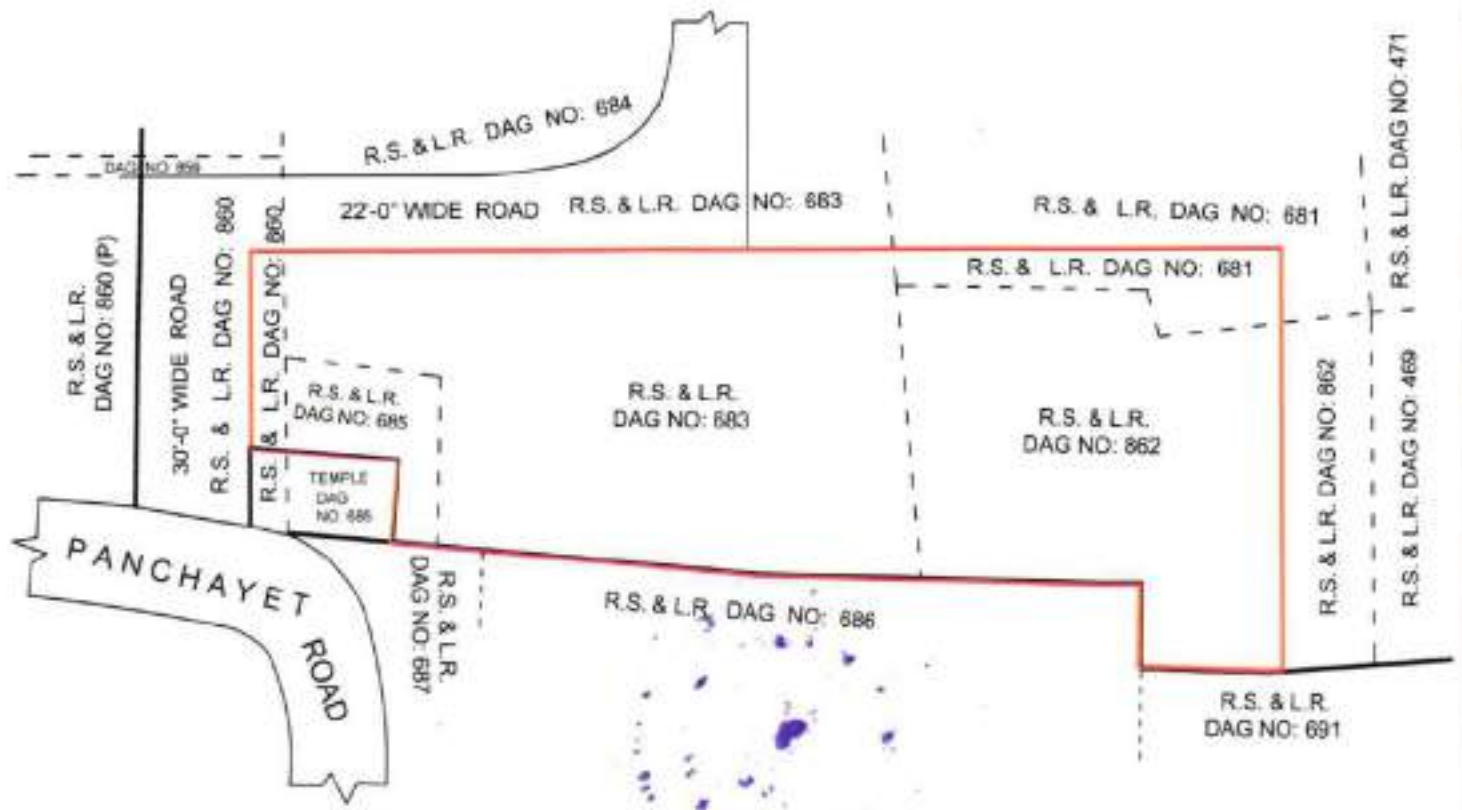
Mintu Paul
Mintu Paul
Advocate
High Court, Calcutta
Enrolment No. F/663/1713/2018



Additional District Sub-Registrar
Rajahmundry, New Town, North 24-pgs.

25 FEB 2021

SITE PLAN OF RS/LR DAG NOS: 681,682,683,685,860, LR KHATIAN NOS: 1270,1554, SITUATED AT MOUZA: KALIKAPUR, JL NO: 40, TOUZI NO: 173, POLICE STATION: RAJARHAT, DISTRICT: NORTH 24 PGS. UNDER PATHARGHATA GRAM PANCHAYET.



VINAYAK REALTECH PROPERTIES LLP

Signature
Signature Partner

SIGNATURE OF DEVELOPER

For SANSWAT DEVELOPER PVT. LTD.

Signature
 Director

SIGNATURE OF OWNER














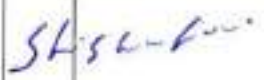











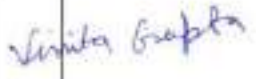










R.S./LR DAG NO.	KHATIAN NO.	AREA OF LAN IN DEC.
681	1270,1554	4.34 DECIMAL
682	1554,1270	27 DECIMAL
683	1270,1554	34.12 DECIMAL
685	1554	5.79 DECIMAL
860	1554	1.48 DECIMAL
TOTAL		72.73 DECIMAL



Additional District Sub-Registrar
Rajahmundry, New Town, North 24-Pgs.

25-FEB 2021

SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or Presentants					
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little



Additional District Sub-Registrar
Rajahmundry, Andhra Pradesh, North 24-Pgs.

25 FEB 2021

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SASWAT DEVELOPER PRIVATE
LIMITED

04/01/2007

Permanent Account Number

AAKCS4828D

04/01/2007

For SASWAT DEVELOPER PVT. LTD.

Director



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

TRILCHAN SHARMA
BANWARI LAL SHARMA

28/11/1976
Permanent Account Number
AJUPS9281Q

Signature



09/07/2015

Handwritten signature



Additional District Registrar
Rajahmundry, New Town, No. 24-Egs.

4



[Faint handwritten signature]

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

स्थायी खाता संख्या कार्ड
Permanent Account Number Card

AASFV1939M

एन / नाम
WBATAK REAL TECH PROPERTIES LLP



एनएच (एन) 2 (बी) अंगिका
Date of Incorporation/Registration
18/03/2015

18/03/2015



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

SHISHIR GUPTA

SHREE BHAGWAN GUPTA

15/06/1979
Permanent Account Number

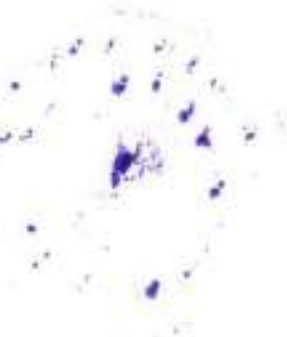
AIHPG6508N

Shishir Gupta
Signature



15000000000000000000

Shishir Gupta







भारत सरकार

GOVERNMENT OF INDIA



SHISHIR GUPTA
DOB: 15/06/1978
MALE



7976 5702 7873

আমার আধার, আমার পরিচয়

Shishir Gupta



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address

S/O Shree Bhagwan Gupta, 30,
VIDYASAGAR STREET, Raja Ram Mohan
Sarani, Kolkata,
West Bengal - 700009



1047
1800 300 1047

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1047
Bengaluru-560 001

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA

VINITA GUPTA
SHYSHANKAR PRASAD GUPTA
07/03/1979

Permanent Account Number

AJFPG4997C

Vinita Gupta
Signature



Vinita Gupta

11-11-20





भारत सरकार
GOVERNMENT OF INDIA



VINITA GUPTA
DOB: 07/03/1979
FEMALE



3960 3023 1719

আমার আধার, আমার পরিচয়



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address

W/O Shishir Gupta, ., 30 VIDYASAGAR
STREET, Raja Ram Mohan Sarani,
Kolkata,
West Bengal - 700009



1947
1800 300 1947

help@uidai.gov.in www.uidai.gov.in

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

Vinita Gupta





ভারত সরকার
Government of India



নাম / Name
Subrata Debnath
পিতা / Father's Name
Father: SAMIR DEBNATH
জন্ম তারিখ / DOB: 29/10/1985
লিঙ্গ / Male



9174 0185 2065

স্বাক্ষর - সাধারণ মানুষের অধিকার



স্বাক্ষরিত অধিকার
Unique Identification Authority of India

ঠিকানা:

S/O: সমীর দেবনাথ, মুন্সি
বানার্জী রোড, পানিহাটী (ম),
ঘোলা বাজার, উত্তর ২৪ পরগনা,
পশ্চিম বঙ্গ, 700111

Address

S/O: Samir Debnath, UNIT
BANERJEE ROAD, Panihati (m),
Ghola Bazar, North 24 Parganas,
West Bengal, 700111

9174 0185 2065

1800 200 1947

help@uidai.gov.in

www.uidai.gov.in



Major Information of the Deed

Deed No :	I-1523-02856/2021	Date of Registration	25/02/2021
Query No / Year	1523-2000316097/2021	Office where deed is registered	
Query Date	10/02/2021 6:25:54 PM	1523-2000316097/2021	
Applicant Name, Address & Other Details	Aurkojit Chanda T 68, TEGHORIA MAIN ROAD, Thana : Baguiati, District : North 24-Parganas, WEST BENGAL, PIN - 700157, Mobile No. : 9674605192, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,00,00,000/-]		
Set Forth value	Market Value		
Rs. 5/-	Rs. 3,59,18,983/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 1,00,021/- (Article:E, E, B)		
Remarks			

Land Details :

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

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-681 (RS -)	LR-1270	Bastu	Bagan	4.34 Dec	1/-	21,43,385/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L2	LR-682 (RS -)	LR-1554	Bastu	Shali	27 Dec	1/-	1,33,34,422/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L3	LR-683 (RS -)	LR-1270	Bastu	Danga	34.12 Dec	1/-	1,68,50,759/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L4	LR-685 (RS -)	LR-1554	Bastu	Bagan	5.79 Dec	1/-	28,59,493/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L5	LR-860 (RS -)	LR-1554	Bastu	Bastu	1.48 Dec	1/-	7,30,924/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
TOTAL :					72.73Dec	5/-	359,18,983/-	
Grand Total :					72.73Dec	5/-	359,18,983/-	

PROBATION DEPARTMENT

STATE OF MISSISSIPPI
PROBATION DEPARTMENT

PROBATION DEPARTMENT
STATE OF MISSISSIPPI
PROBATION DEPARTMENT



Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Saswat Developer Private Limited Om Tower, 9th Floor, 32 Jawaharlal Nehru Road, P.O:- Middleton Row, P.S:- Park Street, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700071 , PAN No.:: AAxxxxxx8D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative



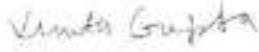
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Vinayak Realtech Properties LLP T-68, Teghoria Main Road, P.O:- Hatlara, P.S.- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700157 , PAN No.:: AAxxxxxx9M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Trilochan Sharma Son of Banwari Lal Sharma Date of Execution - 25/02/2021, , Admitted by: Self, Date of Admission: 25/02/2021, Place of Admission of Execution: Office </td> <td>  Feb 25 2021 7:00PM </td> <td>  LTI 25/02/2021 </td> <td>  25/02/2021 </td> </tr> </tbody> </table> <p>Om Tower, 9th Floor, 32 Jawaharlal Nehru Road, P.O:- Middleton Row, P.S:- Park Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AJxxxxxx1Q Aadhaar No: 53xxxxxxxx7471 Status : Representative, Representative of : Saswat Developer Private Limited (as Director)</p>	Name	Photo	Finger Print	Signature	Trilochan Sharma Son of Banwari Lal Sharma Date of Execution - 25/02/2021, , Admitted by: Self, Date of Admission: 25/02/2021, Place of Admission of Execution: Office	 Feb 25 2021 7:00PM	 LTI 25/02/2021	 25/02/2021
Name	Photo	Finger Print	Signature						
Trilochan Sharma Son of Banwari Lal Sharma Date of Execution - 25/02/2021, , Admitted by: Self, Date of Admission: 25/02/2021, Place of Admission of Execution: Office	 Feb 25 2021 7:00PM	 LTI 25/02/2021	 25/02/2021						
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Shishir Gupta (Presentant) Son of Late Shree Bhagwan Gupta Date of Execution - 25/02/2021, , Admitted by: Self, Date of Admission: 25/02/2021, Place of Admission of Execution: Office </td> <td>  Feb 25 2021 7:03PM </td> <td>  LTI 25/02/2021 </td> <td>  25/02/2021 </td> </tr> </tbody> </table> <p>30, Vidyasagar Street, P.O:- Raja Ram Mohan Sarani, P.S:- Amherst Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700009, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: Alxxxxxx8N, Aadhaar No: 79xxxxxxxx7873 Status : Representative, Representative of : Vinayak Realtech Properties LLP (as Partner)</p>	Name	Photo	Finger Print	Signature	Shishir Gupta (Presentant) Son of Late Shree Bhagwan Gupta Date of Execution - 25/02/2021, , Admitted by: Self, Date of Admission: 25/02/2021, Place of Admission of Execution: Office	 Feb 25 2021 7:03PM	 LTI 25/02/2021	 25/02/2021
Name	Photo	Finger Print	Signature						
Shishir Gupta (Presentant) Son of Late Shree Bhagwan Gupta Date of Execution - 25/02/2021, , Admitted by: Self, Date of Admission: 25/02/2021, Place of Admission of Execution: Office	 Feb 25 2021 7:03PM	 LTI 25/02/2021	 25/02/2021						



Name	Photo	Finger Print	Signature
Vinita Gupta Wife of Shishir Gupta Date of Execution - 25/02/2021, Admitted by: Self, Date of Admission: 25/02/2021, Place of Admission of Execution: Office	 <small>FEB 25 2021 7:03PM</small>	 <small>LTI 25/02/2021</small>	 <small>25/02/2021</small>
30, Vidyasagar Street, P.O.- Raja Ram Mohan Sarani, P.S.- Amherst Street, Kolkata, District-Kolkata, West Bengal, India, PIN - 700009, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AJxxxxxx7C, Aadhaar No: 39xxxxxxxx1719 Status : Representative, Representative of : Vinayak Realtech Properties LLP (as Partner)			

Identifier Details :

Name	Photo	Finger Print	Signature
Subrata Debnath Son of Samir Debnath T 68, TEGHORIA MAIN ROAD, P.O.- Hatiara, P.S.- Baguiati, District-North 24- Parganas, West Bengal, India, PIN - 700157	 <small>25/02/2021</small>	 <small>25/02/2021</small>	 <small>25/02/2021</small>
Identifier Of Trilochan Sharma, Shishir Gupta, Vinita Gupta			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Saswat Developer Private Limited	Vinayak Realtech Properties LLP-4.34 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Saswat Developer Private Limited	Vinayak Realtech Properties LLP-27 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	Saswat Developer Private Limited	Vinayak Realtech Properties LLP-34.12 Dec

Transfer of property for L4

Sl.No	From	To. with area (Name-Area)
1	Saswat Developer Private Limited	Vinayak Realtech Properties LLP-5.79 Dec

Transfer of property for L5

Sl.No	From	To. with area (Name-Area)
1	Saswat Developer Private Limited	Vinayak Realtech Properties LLP-1.48 Dec



Land Details as per Land Record

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

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 681, LR Khatian No:- 1270	Owner:শ্রীমতী সোণালতা, Gurdian:শ্রী সি, Address:৩৯ টাঙ্গুরা - ৯১ কলিকাতা পশ্চিম ৭১৫ নম্বর পিও কলিকাতা ৭১, Classification:৯৯৯৯, Area:0.32000000 Acre,	Saswat Developer Private Limited
L2	LR Plot No:- 682, LR Khatian No:- 1554		Seller is not the recorded Owner as per Applicant.
L3	LR Plot No:- 683, LR Khatian No:- 1270	Owner:শ্রীমতী সোণালতা, Gurdian:শ্রী সি, Address:৩৯ টাঙ্গুরা - ৯১ কলিকাতা পশ্চিম ৭১৫ নম্বর পিও কলিকাতা ৭১, Classification:৯৯৯৯, Area:0.57000000 Acre,	Saswat Developer Private Limited
L4	LR Plot No:- 685, LR Khatian No:- 1554	Owner:শ্রীমতী সোণালতা শ্রী সি, Address:শ্রীমতী, Classification:৯৯৯৯, Area:0.07000000 Acre,	Saswat Developer Private Limited
L5	LR Plot No:- 860, LR Khatian No:- 1554	Owner:শ্রীমতী সোণালতা শ্রী সি, Address:শ্রীমতী, Classification:৯৯৯৯, Area:0.12000000 Acre,	Saswat Developer Private Limited



On 25-02-2021

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 17:43 hrs on 25-02-2021, at the Office of the A.D.S.R. RAJARHAT by Shishir Gupta .

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 3,59,18,983/-

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

Execution is admitted on 25-02-2021 by Trilochan Sharma, Director, Saswat Developer Private Limited (Private Limited Company), Om Tower, 9th Floor, 32 Jawaharal Nehru Road, P.O:- Middleton Row, P.S:- Park Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071

Identified by Subrata Debnath, . . Son of Samir Debnath, T 68 , TEGHORIA MAIN ROAD, P.O: Hatiara, Thana: Baguiati, . North 24-Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by profession Service

Execution is admitted on 25-02-2021 by Shishir Gupta, Partner, Vinayak Realtech Properties LLP (LLP), T-68, Teghoria Main Road, P.O - Hatiara, P.S - Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700157

Identified by Subrata Debnath, . . Son of Samir Debnath, T 68 , TEGHORIA MAIN ROAD, P.O: Hatiara, Thana: Baguiati, . North 24-Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by profession Service

Execution is admitted on 25-02-2021 by Vinita Gupta, Partner, Vinayak Realtech Properties LLP (LLP), T-68, Teghoria Main Road, P.O:- Hatiara, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700157

Identified by Subrata Debnath, . . Son of Samir Debnath, T 68 , TEGHORIA MAIN ROAD, P.O: Hatiara, Thana: Baguiati, . North 24-Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,00,021/- (B = Rs 1,00,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,00,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/02/2021 11:23AM with Govt. Ref. No: 192020210234427908 on 25-02-2021, Amount Rs: 1,00,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 0142846085112 on 25-02-2021, Head of Account 0030-03-104-001-16


Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 1,000/-, by online = Rs 74,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 2124, Amount: Rs.1,000/-, Date of Purchase: 11/02/2021, Vendor name: SAMRAT BOSE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/02/2021 11:23AM with Govt. Ref. No: 192020210234427908 on 25-02-2021, Amount Rs: 74,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 0142846085112 on 25-02-2021, Head of Account 0030-02-103-003-02


Sanjoy Basak
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
North 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2021, Page from 117718 to 117764
being No 152302856 for the year 2021.



Digitally signed by SANJOY BASAK
Date: 2021.03.02 13:58:26 +05:30
Reason: Digital Signing of Deed.

(Sanjoy Basak) 2021/03/02 01:58:26 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)



Faint, illegible text located in the lower right quadrant of the page, possibly a signature or a date.