

16922/22

16383/22



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AM 623535

20/10/22

Ge - 1149636/19

Certified that the document is admitted to registration. The signature stamp and the date stamp should be affixed with the document as a receipt for this document.

[Signature]
District Sub-Register-III
Alipore, South 24 parganas

20 OCT 2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this 20th day of October 2022 (Two thousand and twenty two) BETWEEN

19 OCT 2022

7341

No.....Rs. **100/-** Date.....

Name:.....

Address:.....

Vendor:.....

Alipur Collectorate, 24 Pgs. (S)
SUBHANKAR DAS
STAMP VENDOR
Allpur Police Court, Kol-27

AMITABHA RAY
Advocate
Allpur Police Court
Fakhera - 733 027



Prabir D.
S/lt Harena D.
Alipore Police Court
Kol-27

DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
20 OCT 2022

tan chik

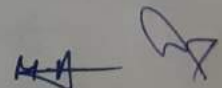
(1) **VINDHYA PROJECTS PRIVATE LIMITED** (PAN AAACV9034C), a Company incorporated under the Companies Act, 1956 having its registered office at 12B, Raja Basanta Roy Road, Post Office Kalighat, Police Station Tollygunge, Kolkata-700026, (2) **VINDHYA PROPERTIES & MANAGEMENT PRIVATE LIMITED** (PAN AACCV7148M), a Company incorporated under the Companies Act, 1956 having its registered office at 40/1, Prince Anwar Shah Road, Post Office Tollygunge, Police Station Charu Market, Kolkata-700033 and (3) **ABHISHEK VYAPAR PRIVATE LIMITED** (PAN AACCA2387D), a Company incorporated under the Companies Act, 1956 having its registered office at 12B, Raja Basanta Roy Road, Post Office Kalighat, Police Station Tollygunge, Kolkata-700026, , **all represented by their Authorized Representative Mrs. MAMTA AGARWAL** wife of Sri Ravi Shankar Agarwal residing at Tower-3, Flat No. 2901, Urbana 783 Anandapur Madurdaha Police Station- Anandapur Post Office E.K.T.P. District South 24 pargana, Pin 700107 hereinafter jointly called and referred to as the **OWNERS** (which expression shall unless excluded by or made repugnant to the context be deemed to mean and include their respective successors-in-office, legal representatives, administrators, transferees, nominees, executors, and assigns) of the **FIRST PART AND ANIMESH NIRMAN LLP**, (PAN AAZFA8398N) a Limited Liability Partnership within the meaning of the Limited Liability Partnership Act, 2008 having its registered office at 40/5, Strand Road, Post Office Burabazar, Police Station Burabazar, District Kolkata-700001 and administrative office at 40/1, Prince Anwar Shah Road, Post Office Tollygunge, Police Station Charu Market, Kolkata-700033 and having, represented by one of its Partner, **RAVI SHANKAR AGARWAL** (PAN ACXPA6637N & Aadhar 910641323338) son of Late Rajendra Kumar Agarwal, by faith- Hindu, by occupation – Businessman, residing at Tower-3, Flat No. 2901, Urbana 783 Anandapur Madurdaha Police Station- Anandapur Post Office E.K.T.P, District South 24 pargana, Pin 700107 hereinafter jointly called and referred to as the **DEVELOPER** (which expression shall unless excluded by or made repugnant to the context be deemed to mean and include its successors-in-office, legal representatives, administrators, transferees, nominees, executors, and assigns) of the **SECOND PART**.

PART-I # DEFINITIONS & INTERPRETATION:

1. DEFINITIONS:

- 1.1. Unless in this Agreement there be something contrary or repugnant to the subject or context:-

- 1.1.1 **“Agreed Ratio”** shall mean the ratio of sharing or distribution in Realization between the Owners and the Developer and in several other matters hereinstated, which shall be 30% (thirty percent) for the Owners and 70% (seventy percent) for the Developer.
- 1.1.2 **“Appropriate Authorities”** shall mean the Central or State Government or any department thereof and/or its officers and functionaries also all other State, Executive, Judicial or Quasi Judicial authorities, Local Authority, Government Company, Statutory Bodies and/or other authorities having jurisdiction and includes Rajpur Sonarpur Municipality, Zilla Parishad, Panchayet Samity, Municipal Engineering Directorate, B.L.&L.R.O., D.L.&L.R.O., Collector, Planning Authority, Development Authority, Fire Brigade, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Airport Authority, Real Estate Authorities, Housing Industry Regulatory Authority, Police Authorities, Law Enforcement Authorities, Pollution Control Authorities, Fire Service Authorities, Insurance Companies, Income Tax Authorities, Goods and Service Tax Authorities, Courts, Tribunals, Judicial and Quasi Judicial authorities and forums having jurisdiction over the relevant activity and include the concerned Service/Utility Providers for electricity, water, drainage, sewerage, lift, generator, telecom, television, wireless connectivity, digital and other utilities whatsoever or howsoever;
- 1.1.3 **“Building Complex”** shall mean and include the Subject Property and the New Buildings thereat with the Common Areas and Installations and all other open and covered spaces thereat;
- 1.1.4 **“Building Plans”** shall mean the one or more plans for construction of the New Buildings to be caused to be sanctioned by the Developer in the names of the Owners from the Appropriate Authorities sanctioned by the Rajpur Sonarpur Municipality
- 1.1.5 **“Common Areas and Installations”** shall according to the context mean and include the areas installations and facilities comprised in and for the New Building/s and/or the Subject Property and/or any part or parts thereof as may be expressed or intended by the Developer from time to time for use in common with rights to the Developer to keep any part or parts of the Common Areas and Installations as being meant for use by the select category or group of Transferees and such other persons as the Developer may deem fit and proper. A tentative list of the proposed Common Areas and Installations is mentioned as the **SECOND SCHEDULE** hereunder written but the same is subject to modifications or changes as may be made by the Developer therein
- 1.1.6 **“Common Purposes”** shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building Complex and in



particular the Common Areas and Installations; rendition of common services in common to the transferees thereof; collection and disbursement of the common expenses; the purpose of regulating mutual rights, obligations and liabilities of the transferees thereof; and dealing with all matters of common interest of the transferees thereof;

- 1.1.7 **“Developer’s Realization Share”** shall mean and include 70% (seventy percent) of the Realization to belong to the Developer;
- 1.1.8 **“Developer’s Allocation”** shall mean and include the Developer’s Realization Share and all other properties and rights of the Developer in the Building Complex in terms hereof (including but not limited to those under clause 13 hereto) or in pursuance hereof.
- 1.1.9 **“Encumbrances”** shall include mortgages, charges, security interest, liens, lis pendens, attachments, leases, tenancies, bargadars, occupancy rights, uses, debutters, trusts, acquisition, requisition, vesting, claims, demands and liabilities whatsoever;
- 1.1.10 **“Extras and Deposits”** shall mean the amounts mentioned in **FIFTH SCHEDULE** hereto subject to any variations as per Clause 12.3 hereto;
- 1.1.11 **“Force Majeure”** shall mean any event or combination of events or circumstances beyond the control of a Party, which cannot be prevented or caused to be prevented, and which materially and adversely affects a Party’s ability to perform obligations under this Agreement including (a) Acts of God i.e. fire, draught, flood, earthquake, storm, lightning, epidemics, pandemic and other natural disasters; (b) Explosions or accidents, air crashes; (c) General strikes and/or lock-outs, civil disturbances, curfew etc.; (d) Civil commotion, insurgency, war or enemy action or terrorist action; (e) Change in Law, Rules and Regulations, injunctions, prohibitions, or stay granted by court of law, Arbitrator, Government; (f) Non functioning of any existing or new Appropriate Authorities due to any reason whatsoever and (g) any other event or circumstance which is beyond the control of the parties.
- 1.1.12 **“Internal Agreed Proportion”** shall mean the proportion of sharing of the Owners’ Allocation inter se amongst the Owners as mentioned in the **FOURTH SCHEDULE** hereto;
- 1.1.13 **“New Building/s”** shall mean the several New Building/s to be constructed from time to time at the Subject Property;
- 1.1.14 **“Owners’ Realization Share”** shall mean and include 30% (Thirty percent) of the Realizations to belong to the Owners in the Internal Agreed Proportion .

Handwritten signature and initials in blue ink, located at the bottom right of the page.

- 1.1.15 **"Owners' Allocation"** shall mean and include the Owners' Realization Share and all other properties and rights of the Owners in the Project in terms hereof (including but not limited to those under clause 13 hereto) or in pursuance hereof.
- 1.1.16 **"Phases"** with their grammatical variations shall mean the one or more different phases in which the Project may be carried out in terms hereof;
- 1.1.17 **"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.
- 1.1.18 **"Project"** shall mean and include (a) the planning and development of the Subject Property into the Building Complex, (b) Transfer of the Transferable Areas to the Transferees and the collection of the Realizations from the Transferees and the distribution of the same amongst the parties, (c) division of unsold areas if any remaining as envisaged in clause 13 hereto with rights in respect thereof and (d) administration of Common Purposes until handing over to the Association, all as per the terms and conditions hereof..
- 1.1.19 **"Real Estate Laws"** shall mean the West Bengal Housing Industry Regulation Act, 2017 or any of them as applicable and include the amendments and substitutes thereof and also all rules, regulations and byelaws in respect thereof.
- 1.1.20 **"Realization"** shall mean and include all amounts received against Transfer of or otherwise in respect of the Units, Parking Spaces and other Transferable Areas from time to time (save those if separately allocated to the parties in terms hereof) including the consideration for Transfer and for Floor Rise Escalation and PLC; but shall not include any amounts received on account of (a) Pass Through Charges and (b) Extras and Deposits contemplated in clause 12.3 hereto.
- 1.1.21 **"Subject Property"** shall mean the piece or parcel of land in Mouza Rajpur and more fully and particularly fully described in the **FIRST SCHEDULE** hereunder written;
- 1.1.22 **"Transfer"** with its grammatical variations shall include transaction by sale and in case any Transferable Area is agreed to be Transferred by the Developer by lease, letting out, grants, exclusive rights or otherwise, then shall include such means of transaction;
- 1.1.23 **"Transferable Areas"** shall mean Units, Parking Spaces, terraces, roofs, gardens, open spaces, club (if constructed by the Developer) with or without any facilities and all other areas at the Building Complex 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 area, right or privilege at the Building Complex capable of being commercially exploited or transferred for consideration in any manner;

- 1.1.24 **"Transferees"** shall mean the persons to whom any Transferable Areas in the Building Complex is Transferred or agreed to be Transferred;
- 1.1.25 **"Units"** shall mean the independent and self-contained flats, offices, shops and other constructed spaces in the New Buildings at the Subject Property capable of being exclusively held used or occupied by a person;

1.2. **INTERPRETATION:**

- 1.2.1 Reference to any Clause shall mean such Clause of this Agreement and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this deed and include any parts of such Schedule;
- 1.2.2 Words of any gender are deemed to include those of the other gender;
- 1.2.3 Words using the singular or plural number also include the plural or singular number, respectively;
- 1.2.4 The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Parts and Clauses of this Agreement, as the case may be;
- 1.2.5 Reference to the word "include" shall be construed without limitation;
- 1.2.6 The Schedules/Annexure and recitals hereto shall constitute an integral part of this Agreement and any breach of the stipulations contained in the Schedule shall be deemed to be a breach of this Agreement;

PART-II # RECITALS AND REPRESENTATIONS:

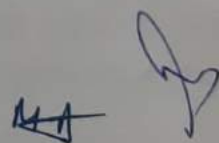
2. **OWNERSHIP AND INTENT:** The Owners are the full and absolute Owners of the Subject Property in equal shares. The Owners have decided to carry out integrated development of the Subject Property into the Building Complex through real estate promoters who would cause the development of the same and to Transfer the Transferable Areas in the same and shall also have the right to administer the building complex and have all connected rights in the same.
- 2.1. **BROAD & BASIC UNDERSTANDING:** Upon mutual discussions and negotiations between the parties, it was agreed and decided by and between them that the Owners would appoint Developer hereto as the Developer and grant to the Developer the sole and exclusive rights and authorities for causing to be developed

the Building Complex at the Subject Property and the Owners would provide to the Developer the Subject Property in a state free from all Encumbrances and with clear marketable title and the Developer would construct or cause to be constructed the Building Complex and would have the right to Transfer the Transferable Areas therein in the manner hereinstated and to be entitled to the Developer's Allocation and other rights as morefully hereinafter contained and in consideration thereof and further in consideration of the obligations, covenants, terms and conditions contained herein and on the part of the Owners to be observed, fulfilled and complied with, the Developer has agreed to the same on the terms and conditions hereinafter contained.

- 2.2. **OWNERS' REPRESENTATIONS:** The Owners have made the following several representations and assurances to the Developer which have been completely relied upon and believed to be true and correct by the Developer for the purpose of entering upon this Agreement and the transaction envisaged herein:
- 2.2.1 The Owners for valuable consideration paid by them purchased and became and still are the full and absolute Owners of the Subject Property in equal shares. The facts about the Owners deriving title to the Subject Property are represented by the Owners in the **SIXTH SCHEDULE** hereto and the same are all true and correct;
- 2.2.2 The Owners have good marketable title in respect of the Subject Property.
- 2.2.3 That the Subject Property and every part thereof are all free from all Encumbrances created or suffered by the Owners and without any claim, right, title, interest of any other person thereon or in respect thereof;
- 2.2.4 That the entire Subject Property is in open continuous khas vacant and peaceful possession of the Owners since the date of their purchase;
- 2.2.5 The Owners after having acquired the Subject Property have caused their names to be mutated in the relevant Land Records of the BLLRO and have paid upto date land revenue. The names of the Owners are also recorded in the records of the Rajpur Sonarpur Municipality and the Owners have paid upto date municipal tax;
- 2.2.6 That the Subject Property is secured by boundary walls with proper entry/exit gates and is directly abutting on its front/road side by a more than 40 feet wide public Road commonly known as Dr B C Roy Road with a continuous frontage of more than 50 feet approximately alongside such road;
- 2.2.7 There is no notice of acquisition or requisition received or to the knowledge of the Owners in respect of the Subject Property or any part thereof and the Subject Property does not contain any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or surplus land under West Bengal Estates Acquisition Act, 1953 or the West Bengal Land Reforms Act, 1955 or any other law whatsoever;



- 2.2.8 The Subject Property or any part thereof has never been attached and/or is liable to be attached or affected under any decree or order of any authority or court or tribunal or under any tax laws or FERA/FEMA laws or money laundering laws or otherwise.
- 2.2.9 There is no impediment, obstruction, restriction or prohibition in the Owners entering upon this Agreement and/or in development and transfer of the Subject Property so developed;
- 2.2.10 That all original documents of title in respect of the Subject Property are in the custody of the Owners;
- 2.2.11 The Owners have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Subject Property or any part thereof can or may be impeached, encumbered or affected in title or would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement;
- 2.2.12 That the Owners have not stood as Guarantor or Surety for any obligation, liability, bond or transaction whatsoever in regard to or which may affect or entangle the Subject Property in any manner;
- 2.2.13 The Owners have not entered upon any agreement or contract with any other person in connection with the Subject Property or its development/ sale/transfer nor have otherwise dealt with the Subject Property or any part thereof prior to execution of this Agreement;
- 2.2.14 There is no difficulty in the compliance of the obligations of the Owners hereunder.
- 2.3. **RECORDING INTO WRITING:** The parties are now entering upon this Agreement to record into writing all the terms and conditions agreed between them in connection with the development of the Subject Property and the Transfer and administration of the Building Complex and the respective rights and obligations of the parties in respect of the same as hereinafter contained.

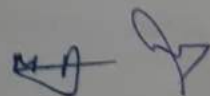


PART-III # WITNESSETH:

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

3. DEVELOPMENT AND CONSTRUCTION:

- 3.1. In the premises aforesaid, the Owners have agreed to provide the Subject Property exclusively for the purpose of the Project and have appointed the Developer for the Project and hereby grant to the Developer the exclusive rights and authority to develop or cause to be developed the Subject Property as a Building Complex and to Transfer the Transferable Areas therein in the manner hereinstated and to be entitled to the Developer's Allocation and other rights as morefully hereinafter contained and in consideration thereof and further in consideration of the obligations, covenants, terms and conditions contained herein and on the part of the Owners to be observed, fulfilled and complied with, the Developer has agreed to the same on the terms and conditions hereinafter contained.
- 3.2. With effect from the date of execution hereof, the Developer shall have the sole and exclusive rights, authorities and entitlements(a) to develop and construct or cause to be developed and constructed the Building Complex at the Subject Property and (b) to administer the entire Building Complex in the manner and until the period as morefully contained herein and (c) Transfer the Transferable Areas in the manner hereinstated and (d) the Developer' Allocation and (e) entirety of the Extras and Deposits and (f) all other properties benefits and rights hereby agreed to be granted to the Developer or to which the Developer is entitled hereunder and the Owners shall be entitled (a) to the Owners' Allocation and (b) all other properties benefits and rights hereby agreed to be granted to the Owners or to which the Owners are entitled hereunder on and subject to the terms and conditions hereinafter contained.
- 3.3. The Owners agrees to Transfer the proportionate share in land appurtenant to the Units and other Transferable Areas comprised in favour of the concerned Transferees and the consideration for the same shall be the Owners' Realization Share.
- 3.4. Except in accordance with any specific terms and conditions mentioned elsewhere in this Agreement, this Agreement shall not be cancelled or revoked by the Parties under any circumstances.
- 3.5. Each of the parties agree to carry out their respective obligations and liabilities hereunder in the manner agreed to herein within the stipulated periods thereof and the Developer agrees to develop the Subject Property in the manner hereinafter mentioned and to provide or cause to be provided all requisite workmanship, materials, technical knowhow for the same and to pay the costs and expenses thereof in the manner mentioned hereinafter.



- 3.6. The Building Complex shall be constructed and completed by the Developer in the manner and in doing so the Developer shall adhere to the Building Plans at the Developer's cost.

4. POSSESSION:

- 4.1. It is recorded that the Owners have delivered vacant and peaceful possession of the Subject Property to the Developer at or before the execution hereof.

5. TITLE AND ENCUMBRANCES:

- 5.1. In connection with the Subject Property, the Owners shall at their own costs and expenses be obliged to carry out, observe and perform the following obligations:

5.1.1 **MARKETABLE TITLE:** The Owners shall make out and keep and maintain, at its costs, good marketable title to the Subject Property and answer all requisitions on title that may be raised by the Developer or its Advocates. The Owners agree to publication of notice in newspapers to ascertain claims or objections, if any, at the cost and expense of the Developer.

5.1.2 **FREE OF ENCUMBRANCES:** The Subject Property and each part thereof is and shall be free of and from of Encumbrances and in case any Encumbrance arises or is detected in respect of the Subject Property or any part thereof at any time or in case any defect or deficiency in the title of the Subject Property arises or is detected at any time or there is any claim of possession or occupation by any person in respect of the Subject Property at any time, the same shall be rectified and cured by the Owners.

5.1.3 **MUTATION & CONVERSION:** The Owners shall cause and continue to maintain proper mutation of their name in respect of the Subject Property in the records of the Rajpur Sonarpur Municipality, B.L&L.R.O and any other Appropriate Authority. In case of any errors, defects, discrepancies, omissions, inconsistencies and/or mis-description in mutation or in any other recording is detected in the records of the said Rajpur Sonarpur Municipality, B.L&L.R.O or any other Appropriate Authorities including as regards the area of land and/or the nature of recorded use for the purpose of development envisaged herein or otherwise, the Owners and the Developer will jointly solve but the responsibility and cost shall be primarily the obligation of the Owners.

5.1.4 **DIRECT ACCESS:** The said Land has and shall continue to have direct access from the abutting more than 40 feet wide public road namely Dr. B.C. Roy Road.

5.1.5 **CLEARANCES:** The Developer on behalf of Owners shall apply for and obtain any permissions and clearances in respect of the said Land as may be required in

law to be obtained by the Owners including those under the Urban Land (Ceiling & Regulation) Act, 1976.

- 5.1.6 **OUTSTANDING TAXES:** The Owners shall pay and clear upto date government dues, municipal tax, Khajna, if any outstanding on or before the date of execution of this presentation.
- 5.1.7 **BOUNDARY WALLS:** The Owners shall repair/reinstate wherever necessary the existing boundary walls as required to make the property secured with proper boundary wall and gates, if required
- 5.1.8 **REQUISITES:** The Subject Property is and shall contain no bargadar, water body, kal, karkhana, mill, bagan.
- 5.1.9 **LOCAL DISPUTES:** In case of any local disputes and disturbances in connection with the ownership, title and possession of the Subject Property the Owners shall deal with and remove the same.
- 5.2. **TIME AND COSTS AND EXPENSES FOR OBLIGATIONS OF OWNERS:** Unless otherwise expressly mentioned, the time for compliance of the several obligations of the Owners shall be within **90 (ninety) days** from the date hereof or of being required to do so upon the situation for the same arising and wherever possible and practicable on the part of the Developer, the Owners and the Developer shall jointly solve the same.
6. **TITLE DEEDS:**
- 6.1. Title Deeds shall include the records of rights, succession certificates, heirship certificates, documents, instruments, etc., in respect of or evidencing ownership of the Owners and those forming part of the chain of title.
- 6.2. The Owners shall deliver all original documents of title and original building plans and permit already sanctioned, no objection certificate of architect, of the Owners, all related clearances including ULC clearance, no objections, certificates including mutation and conversion certificates, receipts, demands, etc., relating to the Subject Property to the Developer simultaneously with the execution hereof
- 6.3. The Developer shall be entitled from time to time and at all times to produce, give copies and extracts of and from the said original documents of title before government and semi government bodies and authorities, municipal and land authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi judicial forums, service providers, buyers/transferees of their respective areas in the Building Complex and banks and financial institutions providing finance to the

N.A

Developer and buyers/transferees and other persons and authorities as may be required.

- 6.4. The Developer shall also be entitled to produce and/or deliver the original title deeds to banks and/or financiers of loans to the Developer for the Project or any aspect thereof Provided that the Developer shall not mortgage or charge the Owners' Realization Share. The Developer can mortgage only the Developer's Allocation alongwith the said Land.
- 6.5. Upon completion of the Project and formation of the Association of Co-owners thereof, the original title deeds of the Subject Property shall be delivered to the Association against proper receipts and acknowledgments thereof.

7. **PLANNING:**

- 7.1. The planning and layout for the development of the Subject Property including, inter alia, on the following aspects, shall be done by the Developer:-
- (i) The planning of the Building Complex and the decision on one or more New Buildings and the size and height thereof;
 - (ii) The number and area of Units in one or more New Buildings and other portions of the Subject Property;
 - (iii) The identification and demarcation of portions of the Subject Property and/or the New Buildings thereon for the different uses;
 - (iv) Club and/or sporting/entertainment/recreation/health centre, if any planned, for the Transferees and/or others and the composition, specifications, equipments, installations, services and facilities

8. **SURVEY, MUTATION, SANCTION AND MODIFICATION OF BUILDING PLANS:**

- 8.1. **SURVEY AND SOIL TEST:** With effect from the date of execution hereof the Developer shall be entitled at its own costs to cause survey and soil testing work at the Subject Property and other preparatory works relating to the sanction of plans for the New Building. The Owners have at their own costs have already caused to be done a soil testing work done. In case no further soil testing work is required by the Developer, then the Developer shall reimburse the costs incurred by the Owner for obtaining such soil testing work upon receiving the bills for the same.

8.2. **BUILDING PLANS PREPARATION & SANCTION:**

8.2.1 The Developer shall at its own cost and expenses from time to time cause to be prepared and modification of the sanctioned plans for the construction of the New Buildings at the Subject Property from the Rajpur Sonarpur Municipality. and all related permissions, clearances, no objections etc., in preparation and/or sanctioning of the Building Plans or modification thereof and may even prepare the new plans in modifications and/or alteration such sanctioned plans. The Developer shall send a copy of the proposed Building Plans to the Owners' Named Representative. In case there is any suggestion of the Owners, the Owners Named Representative shall inform the Developer thereabout within 30 (thirty) days from the receipt of the plans. All points of discussion on the same between the Owners Named Representative and the Developer, shall be done in the presence of the Architect for the project. Any disagreement shall be mutually settled by the parties and the decision of the Architect on any point of disagreement would be final and binding upon both the parties.

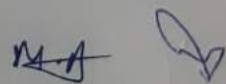
8.2.2 The Developer shall be entitled from time to time to cause modifications and alterations to the new sanctioned plans or revised sanctioned plans in such manner and to such extent as the Developer may deem fit and proper. However, in case by any such modification or alteration, the total area of the New Building as per the previous sanction gets reduced, the Developer shall take a prior written consent of the Owners, which such consent shall not be unreasonably refused by the Owners.

8.3. **APPROVALS FOR DEVELOPMENT:** Save the clearances agreed to be obtained by the Owners, the Developer shall in its own name or in the names of the Owners apply for and obtain all permissions, clearances, no objection certificates and other approvals required for carrying out the development at the Subject Property, including those required from Pollution Control Authority, Fire Service Authorities, Police Authorities, Municipal Authorities any other Statutory Authorities. The Developer shall also obtain necessary partial and/or full Completion/Occupancy Certificate from the Rajpur Sonarpur Municipality.

8.4. **SIGNATURE AND SUBMISSION:** The Owners shall sign, execute, submit and deliver all applications, undertaking, declaration, affidavit, plans, letters and other documents and do all acts deeds and things as may be required by the Developer in connection with the obtaining of sanctions and approvals required to be obtained by the Developer for commencing or carrying out the developments and constructions at the Subject Property.

9. **CONSTRUCTION OF THE BUILDING COMPLEX:**

- 9.1. **CONSTRUCTION:** The Developer shall construct and build the Building Complex at the Subject Property in accordance with the Building Plans and to do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules of the Appropriate Authority in force at the relevant time. The construction shall be done by the Developer in strict compliance of the legal requirements. The Owners or any other person authorized by the Owners shall have the right to inspect the construction and development activity during the normal working hours.
- 9.1.1 With effect from the date of execution of this Agreement, the Developer shall be free to set up site office, put up the hoardings/boards, bring out brochures and commence the preparatory works for marketing of the proposed Building Complex at the Developer's cost.
- 9.1.2 The Developer shall be entitled to display the board/hoardings of its group companies at the site of the Subject Property at any time after execution of this Agreement till the date of completion of the Building Complex and thereafter on any portion of the said Building Complex.
- 9.1.3 The name of the Building Complex shall be such as be decided by the Developer. The Names of each building/portion thereof shall also be decided by the Developer.
- 9.2. **SPECIFICATION AND QUALITY:** The Developer shall construct erect and complete the Building Complex in a good and workman like manner with good quality of materials and shall construct and finish the same in accordance with the Specifications mentioned in the **THIRD SCHEDULE** hereto save as may be modified or altered by the Developer in consultation with the Architects and the Developer shall obtain necessary completion or occupancy certificates, as applicable in respect of such construction from the appropriate authorities or persons. The Developer may change the Specification in respect of the Units as per the requirement of the Transferees.
- 9.3. **UTILITIES:** The Developer shall apply for and obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all Appropriate Authorities and service providers, at its own cost. The Owners can visit the construction site of the subject property during construction period upon adhering the safety guidelines as informed by the Developer and/or the authorized person working at the project site.
- 9.4. **COMMON AREAS AND INSTALLATIONS:** The Developer shall erect and install the necessary Common Areas and Installations on a phase wise basis providing for passages, pathways and driveways for ingress and egress by users of the Subject



Property as developed from time to time; electricity, drainage and sewerage and water connections with necessary constructions and equipments therefor; lifts/staircases/elevators wherever applicable in the New Buildings; any other area, installation or facility that the Developer may provide at the Subject Property.

- 9.4.1 The Developer shall be entitled to erect, install and/or operationalize the Common Areas and Installations for the Building Complex in phases and gradually and until completion of the Building Complex, to allow or permit only provisional and/or partial use of any of the Common Areas and Installations and also to impose restrictions and conditions for the use of the Common Areas and Installations and to charge, demand, receive or realize any Extras or Deposits in connection with any Common Areas and Installations and provide for separate entrances for different areas and provide and provide for segregation of Common Areas and Installations for different spaces/Transferees save and except from the owners and Developer whose right in all Common Areas and Installations shall remain free and perpetual till they hold any allocation.
- 9.5. **CALCULATION OF AREAS:** The carpet area shall be as per applicable Real Estate Laws and shall be provided by the Developer and the built-up and super built-up area in respect of all the Units and other Transferable Areas in the Building Complex shall be such as be determined by the Developer.
- 9.6. **CLEARANCES :** The Developer shall be authorised and empowered in its own name and also in the name of the Owners, insofar as may be necessary, to apply for and obtain all permissions, approvals and clearances from any authority whether local, state or central for the construction of the Building Complex and also to sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the appropriate authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the Subject Property or any portion thereof and/or for obtaining any utilities and permissions.
- 9.7. **PROCUREMENT OF EQUIPMENTS & MATERIALS:** The Developer shall be entitled to procure all building and construction materials, fittings, fixtures, common installations etc. (viz. steel, cement, sand, bricks, lift, water pump, sanitary fittings etc.), construction equipments and/or any type of machinery required (viz. crusher, mixer, tools etc.) for construction of the Building Complex and to return the same upon completion of the necessary works or if it is found to be defective or procured in excess.
- 9.8. **TEAM:** The Architects and the entire team of people required for execution of the Building Complex shall be such person as may be selected and appointed by the Developer in its sole discretion. The Developer shall be entitled from time to time to

M.D

appoint engineers, consultants, planners, advisors, designers, experts and other persons of its choice as may be necessary. The Developer shall also appoint engage and employ such contractors, sub-contractors, engineers, labourers, mistries, caretakers, guards and other staff and employees and at such remuneration and on such terms and conditions as be deemed necessary by the Developer and wherever required, to revoke such appointments from time to time or at any point of time. All persons employed by the Developer for the purpose of construction shall be the persons under appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc.

9.9. **PHASES:** The construction work shall be carried out in phases as per the discretion of the Developer.

9.10. **AUTHORITY IN GENERAL:**

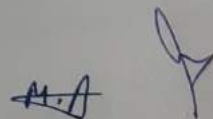
9.10.1 The Developer shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the Building Complex and obtaining inputs, utilities and facilities therein.

9.10.2 The Developer shall deal with all the Appropriate Authorities and also Rajpur Sonarpur Municipality, concerned B.L.& L.R.O, Notified Authority, Panchayat Samity, Zilla Parishad, KMDA, MED, Planning Authority, Development Authority, Fire Brigade, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Pollution Control Authorities, B.L.& L.R.O., and other authorities under the West Bengal Land Reforms Act, Insurance Companies and authorities, Police Authorities, CESC/WBSEDC Limited and also all other authorities and Government Departments and/or its officers and also all other State Executives Judicial or Quasi Judicial, Municipal and other authorities and persons in all manner and for all purposes connected with the development or Transfer of the Building Complex or anyway connected therewith.

9.10.3 To sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the Appropriate Authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the Subject Property or any portion thereof and/or for obtaining any utilities and permissions

9.10.4 To use its own name as the Developer in respect of the Building Complex.

9.10.5 To supervise the construction work in respect of the Building Complex to be carried out in accordance with the Building Plans with all necessary and/or permissible

Handwritten signature and initials in blue ink, located at the bottom right of the page.

and/or sanctionable additions or alterations and in accordance with all the applicable rules and regulations made by the Appropriate Authority in its own name.

- 9.10.6 To represent the Owners before all Appropriate Authorities and Government and also all electricity, water, drainage, sewerage, technology driven and other service providers.
- 9.10.7 To pay various fees, costs and charges to concerned authorities as may be necessary for the purpose of carrying out the development work on the Subject Property and to claim refund of such deposits so paid and to give valid and effectual receipts in connection with the refund of such deposits in its own name or in the name of the Owners or in the joint name, as may be required.
- 9.11. **CALCULATION OF PROPORTIONATE SHARE:** The proportionate share in land and in the Common Areas and Installations attributable to any Unit shall be determined by taking the ratio in which the carpet of such Unit bears to the total carpet area of all the Units for the time being to contain in the New Buildings Provided That insofar as proportionate share in the Common Areas and Installations of individual buildings are concerned the same shall be determined by taking the ratio in which the carpet area of any Unit bears to the total carpet area of all the Units in the concerned building. The parties shall by mutual consent or if required by law, be entitled to vary the basis of determination of proportionate share as aforesaid.
- 9.12. **NAME** The name of the Building Complex shall be such as the Developer may decide. The names of each building thereof shall also be decided by the Developer.
- 9.13. **COMPLIANCE OF LAWS:** The Developer shall not violate any Municipal or other statutory rules and laws and always abide by and observe all the rules and procedures and practices usually followed in making construction of buildings. The Owners will not be responsible for any latches and/or lapses on the part of the Developer.
- 9.14. **TIME FOR CONSTRUCTION AND COSTS:**
- 9.14.1 **TIME FOR CONSTRUCTION:** Subject to the Owners not being in default in compliance of their obligations hereunder and subject to Force Majeure, the Developer shall construct the New Buildings within 36 (thirty six) months from the date of modification of the existing Building Plans or sanction of the new Building Plan, as the case may be and registration of the project with the West Bengal Housing Industry Regulatory Authority (WBHIRA) with an extended period of 6 (six) months.
- 9.14.2 **COSTS AND EXPENSES:** All costs and expenses for sanctioning of plans (including fees of the Architects and all fees costs and charges payable for sanction, modification, alteration and/or revision of building plans), all costs of construction

and development of the Subject Property in terms hereof shall be borne and paid by the Developer.

9.15. **ADDITIONAL AREAS:** In case upon sanction of the Building Plans, any additional area (including any incremental parking space) is thereafter possible to be constructed at the Subject Property beyond those sanctioned under the Building Plans and the Developer decides to avail such possibility, the sanction fee and expenses for sanction of such Additional Areas shall be borne and paid by the Owners and the Developer in the Agreed Ratio and the cost of construction of the Additional Areas shall be borne and paid by the Developer. The additional sanctioned area shall form part of the Transferable Areas and the Realizations from the Transfer of the same shall be shared between the parties in the Agreed Ratio. The time taken due to such further construction shall be added to the time stipulated for sanction and construction hereunder.

9.16. **CO-OPERATION BY OWNERS:** The Owners shall fully cooperate with and assist the Developer and shall sign execute register and deliver all papers, plans, affidavits, indemnities, undertakings, declarations, powers etc., as may be required by the Developer therefor and do all acts deeds and things as may be required by the Developer therefor and also for the purposes herein contained.

10. TRANSFER AND MANNER:

10.1. **TRANSFER:** The Transfer of the Building Complex and all Transferable Areas therein shall be under the control and management of the Developer. The parties shall Transfer the Transferable Areas to the Transferees selected by the Developer wherein the proportionate undivided shares in the land attributable to the concerned Transferable Areas shall be Transferred or agreed to be Transferred by the Owners in the manner hereinafter provided and the constructed areas and all other rights, title or interest shall be Transferred or agreed to be so done by the Developer and the Owners collectively in the manner hereinafter provided. The Transfer of the proportionate share in the land shall be completed upon construction of the Transferable Areas or at such other time as the Developer may require and the consideration for the same and any other right, title or interest thereunder transferred by the Owners shall be the Realizations forming part of the Owner's Allocation.

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

10.2.1 **Authority of Developer:** The Developer shall have the sole and exclusive rights to conduct the day to day Transfer in respect of the Building Complex and all Transferable Areas therein but at the rates and subject to the conditions hereinafter contained.

- 10.2.2 **Rate and Price for Transfer:** The rates of booking shall be finalized by the parties in writing in consultation with the marketing agents before commencement of booking (hereinafter referred to as "Minimum Rates"). Any sale below the Minimum Rates shall be done by the Developer only with prior written consent of the Owners.
- 10.2.3 **Publicity and Branding:** The Developer shall be entitled to advertise for Transfer of the Units, Parking Spaces and other saleable spaces/constructed areas in the Building Complex in all media. The branding in respect of the Building Complex shall be done by the Developer using its/group name and brand and those of the marketing agents and other connected persons.
- 10.2.4 **Marketing Agents:** The Developer may select, appoint or discontinue the Marketing Agents, brokers, sub-brokers and other agents for Transfer of the Transferable Areas at such charges and terms and conditions as they may deem fit and proper.
- 10.2.5 **Discounts and Schemes:** In case Transfers are slow or the rates made applicable are not found acceptable in the market, then the Developer shall be entitled to give such discounts and employ such schemes as would be conducive to transfers of the Transferable Areas upon intimation to the Owners. In case of a discount or scheme below the rate as mentioned in Clause 10.2.2 of this Agreement, such scheme or discount shall be implemented only after written consent of the Owners which consent shall not be unreasonably withheld and shall be deemed to have been given if not objected to by the Owners within 10 days of being informed by the Developer to the Owners or the Owners' Named Representative.
- 10.2.6 **Bookings and Allotments:** The Developer shall accept bookings and make allotments, in respect of any Unit, Parking Space or other Transferable Areas in favour of any Transferees and to cancel revoke or withdraw the same if the situation so warrants according to the Developer at the agreed rates and prices.
- 10.2.7 **Signature to Agreements and Deeds:** The agreements and final Transfer deeds or deeds relating to Transfer of the Units, Parking Spaces and other Transferable Areas shall be executed by both the Owners and the Developer. The Developer shall be at liberty to sign the concerned agreement and deed on behalf of the Owners pursuant to the power of attorney to be conferred to it hereunder or in pursuance hereof.
- 10.3. The Developer shall deliver possession of the Transferable Areas directly to the Transferees thereof.



- 10.4. **MARKETING AND ADVERTISEMENT COSTS:** The marketing and publicity with related advertisements shall be done by the Developer. The costs and expenses of marketing and publicity shall be borne and paid by the parties in the Agreed Ratio. The Developer shall with effect from the date of its incurring any marketing and advertisement costs raise the invoice in respect of the share of the Owners in the marketing costs on a quarterly basis and the same shall be paid by the Owners within 7 days of receiving the invoice Provided That the invoices raised prior to commencement of Realization shall be payable by the Owners within 7 days of the Owners receiving its share of the Realization for the first time. In case the Owners failing to pay the marketing costs within the time as stipulated in this clause hereinabove, they shall be liable to pay interest @12% per annum thereon and the said sum with interest shall be adjustable out of the share of the Owners in the Realization.
- 10.5. **INTEREST ETC., TO TRANSFEREES ETC.,:** If any liability, interest, damage or compensation is payable to any Transferee or other person relating to the Building Complex, due to delay or default on the part of the Owners in compliance of their obligations, the same shall be payable by the Owners. If any liability, interest, damage or compensation is payable to any Transferee or other person relating to the Building Complex, due to delay or default on the part of the Developer in compliance of their obligations, the same shall be payable by the Developer. Save those stated hereinabove in this clause in case there be or arises any liability, interest, damage or compensation is payable to any Transferee or other person relating to the Building Complex, the same shall be payable by the parties in the Agreed Ratio.
- 10.6. **LOANS BY TRANSFEREES:** The Transferees shall be entitled to take housing loans for the purpose of acquiring specific Units and Transferable Areas launched from banks, institutions and entities granting such loans. The Owners and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents etc. as be required in this regard by such banks, institutions and entities Provided That there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Subject Property except the Unit and appurtenances under Transfer and save those occasioned due to cancellation of the agreement with the Transferee.
11. **SECURITY DEPOSIT:**
- 11.1. The Developer shall deposit with the Owners a sum of Rs. 6,00,000/- (Rupees six lakhs) only as and by way of Security Deposit (hereinafter referred to as "Security Deposit"):

- 11.1.1 Rs. 6,00,000/- (Rupees six lakhs) only at or before the execution hereof (the receipt whereof the Owners do hereby as also by the Receipt and Memo hereunder written admit and acknowledge).

12. REALIZATIONS, EXTRAS AND DEPOSITS AND DISTRIBUTION:

- 12.1. The Owners shall be entitled to 30% (Thirty percent) of the Realizations and the Developer shall be entitled to (a) 70% (Seventy percent) of the Realizations and (b) the entirety of all Extras and Deposits.
- 12.2. **MODUS OF DISTRIBUTION:** The Developer shall be entitled to receive the Realizations (including booking amounts, earnest money, part payments, consideration), Extras, Deposits and other amounts on any account receivable from the Transferees and other persons in respect of the Building Complex. All Extras, Deposits and amounts other than the Realizations shall be taken separately by the Developer in the name of the Developer alone. All Realizations shall be deposited in a specified bank account of the Developer (**Special Escrow Account**). There shall be standing instructions to the bank holding the Special Escrow Account about transfer of the funds therein to the respective bank accounts of the Owners and the Developer as follows:-
- 12.2.1 The entire Pass Through Charges shall be transferred to a specified bank account of the Developer for the Developer to comply with the formalities.
- 12.3. **EXTRAS AND DEPOSITS:** All Extras and Deposits that may be agreed to be charged by the Developer directly from any Transferee shall be taken and deposited by the Developer separately in its separate bank accounts. The Developer shall be free to add or alter the particulars of Extras and Deposits as mentioned in the **FOURTH SCHEDULE** hereunder written. The residue remaining with the Developer on account of Deposits shall upon formation of the Association in respect of the Building Complex be handed over to such Association by the Developer after adjusting the dues and arrears receivable by the Developer.
- 12.4. **ACKNOWLEDGMENTS:** The Developer shall be and is hereby authorized to issue receipts on behalf of itself and the Owners for the amounts so received which shall fully bind both the Owners and the Developer.
- 12.5. **REPORTS:** The Developer shall send to the Owners quarterly account statements in respect of debits and credits pertaining to Transfer of Transferable Areas relating to the accounts maintained by the Developer and the Special Escrow Account as contemplated above.
- 12.6. **ERRORS AND OMISSIONS:** All payments made by the parties to each other shall be subject to any errors or omissions and the consequent accounting and settlement when detected.

M.A



- 12.7. **CONSEQUENCES OF CANCELLATION:** In case due to cancellation of any booking or agreements/contracts or any other reason, any part of the Realizations becomes refundable or payable to any Transferee over and above the balance in the Contingency Fund, the Owners and the Developer shall refund and pay the same to the extent received by them respectively and if any interest or compensation is payable to any Transferee otherwise than due to default of the Owners or the Developer, the Owners and the Developer shall bear and pay the same in the Agreed Ratio.
- 12.8. **ACCOUNTS:** The Developer shall maintain proper separate accounts pertaining to all the transactions relating to Transfer of the Building Complex received by the Developer in connection therewith.
- 12.9. **RECORDS AND INSPECTION:** The Owners shall upon giving 72 hours notice to the Developer have full and free access and liberty to inspect such separate Books of Accounts of the Developer relating to transactions for Transfer of the Building Complex. For the purpose of accounting and settlement, the parties shall, if so required by the Developer or found necessary, make all necessary entries and adjustments in their respective books of accounts in respect of their respective shares arising from the Transfer of the Complex.
- 12.10. **FINAL ACCOUNTS:** After fulfillment of this Agreement or at such time as the parties mutually agree, the final accounts pertaining to the entire period of continuance of this Agreement shall be made and finalized by the parties.
- 12.11. **ACCEPTANCE OF ACCOUNTS:** The accounts as on any given date shall be deemed to be final and accepted (save for any errors or omissions on the face of the record) if no objection from any party is received in respect thereon within **15 (fifteen) days** of such given date.
- 12.12. **ADDITIONAL BANK ACCOUNTS:** In case the Developer so requires, one or more additional bank accounts may be opened in the same or any other bank for which the signatory on behalf of the Owners shall sign all and submit necessary documents and provide all necessary co-operation.
- 12.13. **FINALITY OF MODUS OF DISTRIBUTION:** The modus of distribution mentioned above shall not be challenged or disputed by the Owners or the Developer without the prior mutual written consent of the parties and in case the same is required to be changed, the principles contained in Clause 12.2 shall be implemented unless any alternative modus mutually agreed to by and between the parties hereto.
- 12.14. **OWNERS' LIABILITIES TOWARDS EXTRAS AND DEPOSITS:** The Owners shall not be liable to make any contribution on account of Extras and Deposits in respect of the Transferable Areas that are agreed to be sold/transferred in as much as the same would be collected from the Transferees thereof. The Owners shall however

pay the Extras and Deposits in respect of unsold areas falling to its share or portion at the same rates as the Transferees are liable to pay the same.

13. CONTINGENT RESIDUAL AREAS:

- 13.1. **Contingent Residual Areas:** In case upon expiry of 30 (Thirty) days from the date of Completion of Construction of the New Buildings, there be or remain unsold Transferable Areas (for which no agreement is entered with any Transferee) (which shall be and are hereinafter referred to as "the Contingent Residual Areas"), the parties shall, upon notice in writing given by either party to the other requiring separate allocation and within 10 (Ten) days of delivery of such notice, by mutual consent divide and allocate separate areas in the Building Complex and the following terms and conditions shall apply in connection therewith:-
- 13.1.1 The Owners and the Developer would be allocated and be entitled to identified units or portions of the Contingent Residual Areas as per the Agreed Ratio. However, if any part of the Security Deposit Amount or other dues of the Owners towards the Developer remains unrefunded or not paid to the Developer, then out of the Contingent Residual Areas allocable to the Owners, the Units containing so much of area as would be equivalent to the unrefunded amounts and other dues, if calculated at 10% (ten percent) less than the then prevalent booking rates in the Building Complex, shall be adjusted and be excluded from being part of the allocation of the Owners and thenceforth form part of the Developer's Allocation for all intents and purposes.
- 13.1.2 The location of the respective identified areas of the parties comprised in the Contingent Residual Areas shall be identified on *paripassu* basis and the areas so identified for the Owners shall belong to the Owners together with the appurtenant Share in the land comprised in the Subject Property and Common Areas and Installations and the areas so identified for the Developer shall belong to the Developer together with the appurtenant Share in the land comprised in the Subject Property and Common Areas and Installations.
- 13.1.3 All other areas agreed to be transferred or transferred prior to separate identification shall continue to be transferred jointly by the Owners and the Developer on the terms and conditions mentioned in this Agreement.
- 13.1.4 In case, while demarcating and identifying the respective allocations of the parties as aforesaid, it is found that the areas in any of the Transferable Areas cannot be allocated exactly, then the party receiving less area shall be paid by the party receiving more area a mutually agreed monetary compensation therefor based on valuation as per the prevalent rates thereof.
- 13.1.5 The Developer shall deliver the identified separate Owners' Allocation to the Owners as provided for hereinafter and retain the Developer's Allocation for its own use or the use of its Transferees thereof.

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

- (i) After the identification of the Contingent Residual Areas, the Owners shall be entitled to execute Agreements for Sale and other deeds and documents in favour of the Transferees of the Contingent Residual Areas comprised in the Owners' Allocation and if necessary, register the same. If requested by the Owners, the Developer shall join as a party in such documents without claiming any additional consideration or money. The dealings of the Owners with regard to the Owners' Allocation shall not in any manner fasten or create any additional financial or monetary liabilities upon the Developer.
- (ii) The Owners do hereby accord his consent and authorization to the Developer to enter into the agreements and contracts with the prospective Transferees in respect of the Contingent Residual Areas comprised in the Developer's Allocations or any part thereof without making the Owners a party thereto. However, if so required by the Developer, the Owners shall, notwithstanding the consent and authorization above, and without claiming any consideration or money, join in as confirming party to all such agreements and contracts.
- (iii) Neither party shall make any commitment or enter upon any term which is or may be repugnant to or contrary to those contained or otherwise affects or prejudices the scope of the respective rights and obligations of the parties hereto herein;
- (iv) Neither party shall execute and register the sale deeds for completion of sale or transfer in respect of any part of the Building Complex, till the Developer decides the same;
- (v) Any transfer by any party shall be at its own respective risks and consequences;
- (vi) The Owners shall not be entitled to sell and transfer the Contingent Residual Areas forming part of the Owners' Allocation at prices less than those offered by the Developer in respect of the Contingent Residual Areas forming part of the Developer's Allocation at the material time subject to a leverage/variation of 2% (two percent) without the prior written consent of the Developer.



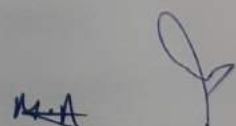
- (vii) The sale of the Units may be done on carpet or built-up or super built-up or other basis as the Developer may from time to time decide for the entire or any part of the Building Complex.
- (viii) All amounts and consideration receivable by the Developer under any agreements, contracts and deeds in respect of the Contingent Residual Areas comprised in the Developer's Allocation shall be to the account of and shall be received realized and appropriated by the Developer exclusively and the Owners shall have no concern therewith.
- (ix) Subject to the other provisions hereof, all amounts and consideration receivable by the Owners under any agreements, contracts and deeds in respect of his portions of the Owners' Allocation shall be received realized and appropriated by them exclusively and the Developer shall have no concern therewith.
- (x) The Owners shall cause to be paid by the intending Transferees of the Owners' Allocation, the Extras and Deposits in favour of Developer.
- (xi) The parties shall appoint one or more common marketing agents to be decided by the parties mutually.

13.2.2 **Notice of completion of the Owners' Contingent Residual Areas:** The delivery from time to time of the Contingent Residual Areas identified exclusively for the Owners shall be intimated by the Developer to the Owners by way of **7 (seven) days** notice, in writing. Within 30 (thirty) days of the Owners receiving such Notice to take possession, the Owners shall take possession of the notified areas. Unless the Owners takes possession within 30(thirty) days upon receiving the Notice of Completion as aforesaid, they shall be deemed to have taken possession of such notified areas on expiry of such notice period of 30 (thirty) days.

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

14. **FORCE MAJEURE:**

14.1. Notwithstanding anything elsewhere to the contrary contained in this Agreement, the parties hereto shall not be considered to be in default in performance of the obligations or be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the force majeure and time for performance shall remain suspended during the duration of the force majeure.

Two handwritten signatures in blue ink are located at the bottom right of the page. The signature on the left is more stylized and appears to be 'M.A.', while the signature on the right is a simple, flowing cursive signature.

15. COMMON PURPOSES AND MAINTENANCE IN-CHARGE:

15.1. **COMMON PURPOSES:** Each of the Owners and the Developer and all Transferees including Transferees of Contingent Residual Areas of the Owners and the Developer shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Developer and adopted for or relating to the Common Purposes in respect of the Building Complex in consultation with the Owners Named Representative. Furthermore, while dealing with and/or entering into any agreements and other documents of transfer of their respective allocations out of the Contingent Residual Areas or any part thereof, the Owners and the Developer shall respectively necessarily incorporate all common rules, regulations restrictions and conditions framed by the Developer.

15.2. MAINTENANCE IN-CHARGE:

15.2.1 The Developer shall form Maintenance Company and/or one or more Association for the Common Purposes of management and maintenance of the Building Complex and collection and disbursement of common expenses and till such time as the Association or Maintenance Company is formed and handed over the charge of administering the Common Purposes or such other time as the Developer may desire, the Developer or its nominee shall be in charge of the administration for the Common Purposes. It is expressly agreed and understood that so long as the Developer or its nominee be the Maintenance In-charge, the Owners and/or their nominees or transferees shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred.

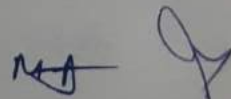
15.2.2 Until formation of the Association and handover of the charge of the Common Purposes or any aspect thereof to the Association, the Developer shall be free to appoint different agencies or organizations for any activities relating to Common Purposes at such consideration and on such terms and conditions as the Developer may deem fit and proper. All charges of such agencies and organizations shall be part of the Common Expenses;

15.2.3 Notwithstanding any formation of Association or handover of charge to it, neither the Association nor the members thereof or any Transferee shall be entitled to frame any rule or regulation or decide any condition which may affect any right or privileges of the parties hereto.

16. COVENANTS:

16.1. The Owners do hereby covenant with the Developer as follows:-

16.1.1 That each and every representation made by the Owners hereinabove are all true and correct and the Owners agree and covenant to perform each and every

Handwritten signatures in blue ink, appearing to be initials or names, located at the bottom right of the page.

representation and covenant and the failure in such performance or detection of any representation as false (partially or wholly) or incorrect or misleading shall amount to breach and default of the terms and conditions of this agreement by the Owners and all consequences in respect thereof shall be for and to the account of and borne and paid by the Owners.

- 16.1.2 All obligations of the Owners hereto shall be complied with by all of them and failure of any one of them shall be failure of all the Owners.
- 16.1.3 That with effect from the date of execution hereof, the Owners shall neither deal with, transfer, let out or create any Encumbrance in respect of the Subject Property or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.
- 16.1.4 The Owners shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Developer. Any transfer or assignment by the Owners shall be subject to this development agreement and all powers, contracts and writings in pursuance hereof and the rights of the Developer hereunder and thereunder. This Agreement and the powers, contracts and writings that may be executed in pursuance hereof shall remain valid and effective and automatically bind such Transferee as if the Transferee were parties hereto. The Transferee shall be bound by this agreement and any powers, contracts and writings executed in pursuance hereof and also to abide by all the terms and conditions of the Owners hereunder or thereunder and also to execute such further agreements, powers and other writings as may be required by the Developer.
- 16.1.5 That the Owners shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.
- 16.1.6 That the Owners shall not cause any interference or hindrance in the sanction/ modification/alteration of Sanction Plans in terms hereof, construction and development at the Subject Property by the Developer and/or Transfer of the Transferable Areas as per the procedure laid down herein and not to do any act deed or thing whereby any right of the Developer hereunder may be affected.
- 16.1.7 For all or any of the purposes contained in this Agreement, the Owners shall render all assistance and co-operation to the Developer and sign execute and submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time.

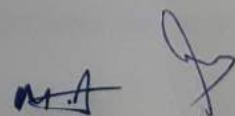
- 16.1.8 The Owners shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement.
- 16.1.9 **Authority of Owners' Named Representative:** Unless changed by the Owners hereafter and communicated to the Developer in writing, only the Owners' Named Representative shall be and is hereby authorized by the Owners to deal with the Developer in all matters involving the Project. The acts of the Owners' Named Representatives in all matters referred to herein shall bind the Owners, except that no notice of termination or revocation of this Agreement or the Power of Attorney can be issued by the Owners' Named Representatives
- 16.2. **COVENANTS BY THE DEVELOPER:** The Developer doth hereby covenant with the Owners as follows:-
- 16.2.1 The Developer doth hereby agree and covenant with the Owners not to do any act deed or thing whereby any right or obligation of the Owners hereunder may be affected or the Owners are prevented from making or proceeding with the compliance of the obligations of the Owners hereunder.
- 16.2.2 The Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits as mentioned earlier without any delays or defaults and shall not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.
- 16.2.3 The Developer shall not be entitled to assign this Agreement or any part thereof as from the date hereof to any person other than its group company/companies without the prior consent in writing of the Owners' Named Representative. However, the Developer may collaborate with other persons or appoint any co-developer or joint developer. The full responsibility for completion of the work belongs to the Developer and if there is question of co-developer the Owners consent shall be a must.
- 16.2.4 The Developer shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement.
- 16.3. **GST AND TDS ETC.:**
- 16.3.1 The parties shall respectively discharge statutory compliances in respect of TDS or Income Tax related compliances as well as Goods and Service Tax in respect of their respective rights, benefits and obligations under or arising out of this agreement. As for the Transferable Areas other than the Contingent Residual Areas, the Developer shall be solely responsible for the compliances of collection and deposit of Goods and Service Tax. If there be any statutory requirement which obliges the Owners to register or pay, then the Owner shall comply with same.



16.3.2 The Owner will bear the Pass Through Charges or any other tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force pertaining to the Owner's Allocation, if and as applicable. The Owners shall also be liable to pay the Pass Through on its share or portion of the Contingent Residual Areas as applicable.

17. POWERS OF ATTORNEY AND OTHER POWERS:

- 17.1. The Owners shall with the execution of these presents execute and/or register one or more Power or Powers of Attorney in favour of the Developer and/or its authorized representatives granting all necessary powers and authorities with regard to the purposes provided in this Agreement or arising herefrom. If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned above, the Owners shall grant the same to the Developer and/or its authorized representatives.
- 17.2. While exercising the powers and authorities under the Power or Powers of Attorney to be granted by the Owners in terms hereof, the Developer shall not do any such act, deed, matter or thing which would in any way infringe on the rights of the Owners and/or go against the spirit of this Agreement.
- 17.3. It is clarified that nothing contained in the Power or Powers of Attorney to be so granted shall in any way absolve the Owners from complying with their obligations hereunder nor from compensating the Developer against any loss or damage, if any, that may be suffered by the Developer owing to delay or default in such compliance of their obligations.
- 17.4. The Power or Powers of Attorney shall form a part of this Agreement and shall subsist during the subsistence of this Agreement.
- 17.5. It is understood that to facilitate the construction and Transfer of the Building Complex, various acts deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer if required.



18. GENERAL:

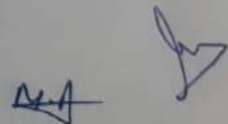
- 18.1. **PROPERTY TAXES AND OUTGOINGS:** Till the date of execution hereof all taxes and outgoings (including arrears) on account of municipal tax, land-Revenue, land tax, and other outgoings shall be borne and paid by the Owners and those arising for the period thereafter and until completion of construction shall be borne and paid by the Owners and the Developer in the Agreed Ratio provided that upon construction of the Building Complex, all taxes and outgoings in respect thereof shall be borne paid and discharged by the Transferees and for non alienated areas therein by the parties hereto for their respective allocation and otherwise proportionately.
- 18.2. **COMPLIANCE OF REAL ESTATE LAWS:** The Owners shall comply with all requirements of West Bengal apartment owners act 1972 and Real Estate Laws applicable to land owner and/or pertaining to the land and their title as applicable. The Developer shall comply with all requirements of Real Estate Laws applicable to construction and/or development as applicable.
- 18.3. **DUE DATE FOR PAYMENT GENERALLY:** Any amount required to be paid or contributed by any party in terms hereof shall, unless otherwise expressly mentioned herein, be paid by the concerned party to the other party within 30 (thirty) days of the concerned party raising its demand in respect thereof and failure to pay shall attract interest @ 12% (twelve percent) per annum thereon.
- 18.4. **DEATH OR INCAPACITY:** Notwithstanding any subsequent death or incapacity etc., of any individual constituent of the Owners, this Agreement and the powers to be executed in pursuance hereof shall remain valid and effective and automatically bind all the heirs, executors, administrators, legal representatives of such constituent of the Owners as if they were parties hereto.
- 18.5. **MERGER/DEMERGER:** It is further expressly clarified that notwithstanding any conversion, amalgamation, etc., of the Developer, this Agreement as well as the Power/s of Attorney to be executed by the parties in pursuance hereof, shall remain valid and effective and automatically bind all the successors or successors-in-office of the parties.
- 18.6. **LOANS & FINANCES:** The Owners do hereby also agree and permit the Developer to obtain loans or finances in respect of construction of the Building Complex and also to get the Building Complex at the Subject Property approved from Banks and/or the Financial Institutions (viz. Life Insurance Corporation of India, Housing Development Finance Corporation Limited, SBI Home Finance Limited, National Housing Bank, Real Estate Investment Trust etc.) to enable the persons interested in acquiring and owning Units, Parking Spaces and other constructed areas or saleable spaces comprised in the Building Complex to take loans from any such Banks or

A.A



Financial Institutions, and shall be without however creating any financial obligation upon the Owners and without creating any charge or lien on the Owners' Share in the Realization. In case the procurement of loan/finance requires the whole land to be given in security, the Owner hereby consents and agrees to the same being given by the Developer as security but under no circumstances the Developer shall give security of the of the Owners' Share in the Realization. The Owners agree from time to time to provide consents, confirmations and no objections or other documents as may be required for such mortgage or charge to be created by the Developer in respect of the Developer's Allocation alongwith the said Land alone and also agree to sign necessary loan and other agreements and power of attorney with the bankers or financiers in connection with the above Provided That the Owners shall not be liable in any manner for repayment thereof or any consequence of default in such repayment. In case owing to any loans or finances obtained by the Developer, the Owners suffer any losses or damages due to any non repayment, delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of its obligations in respect of any such loan or liability whatsoever, the Developer shall indemnify and keep the Owners saved harmless and indemnified in respect thereof.

- 18.7. **INDEMNITY BY OWNERS:** At all times hereafter the Owners hereto shall indemnify and agree to keep the Developer, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising due to any representation of the Owners being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Owners.
- 18.8. **INDEMNITY BY DEVELOPER:** At all times hereafter the Developer hereto shall indemnify and agree to keep the Owners, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Owners and arising due to any representation of the Developer being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Developer.
- 18.9. **NO PARTNERSHIP OR AOP:** The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.



- 18.10. **NOT A PRESENT TRANSFER:** Nothing in this Agreement is intended to or shall be construed as a transfer of possession of the Subject Property in favour of the Developer.
- 18.11. **WAIVERS:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.
- 18.12. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written, oral or implied.
- 18.13. **PART UNENFORCEABILITY:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute 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.
- 18.14. **MODIFICATIONS:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by the Owners and the Developer.
- 18.15. **EXECUTION IN DUPLICATE:** This Agreement is being executed in duplicate, and the original shall be retained by the Developer and duplicate certified copy by the Owners.
19. **DEFAULTS:**
- 19.1. **DEFAULTS OF OWNERS:** With effect from the date of execution of this agreement, in case the Owners fails and/or neglects to comply with any of its obligations mentioned in this Agreement in the manner or within the period stipulated therefor the Developer shall be entitled to take any one or more of the following recourses in any priority or order as the Developer shall deem fit and proper:-

- 19.1.1 To itself try and attempt the compliance of the obligation under default, at the cost and expense of the Owners.
- 19.1.2 To sue the Owners for specific performance of the contract.
- 19.1.3 To cancel the contract envisaged herein in whole or in respect of the portion affected by such default and in such event the consequences of Cancellation as envisaged hereinafter shall be followed.
- 19.2. **EFFECTS OF DEVELOPER CARRYING OUT OBLIGATION OF OWNERS:**
In case of the Developer attempting the compliance of the obligation of the Owners under default, the amounts, costs and expenses paid or incurred by the Developer together with a pre-determined damage liquidated at a sum equivalent to 10% of such amounts, costs and expenses paid or incurred by the Developer shall be the liability of the Owners exclusively and the Developer shall have a lien on the Owners' Allocation for such amount until adjustment as hereinafter contained. The amount and interest shall be adjustable firstly out of the share of Realizations receivable by the Owners and the parties shall instruct the Bankers for necessary adjustment of the same and any residue shall be adjustable against the Contingent Residual Areas of the Owners
- 19.3. **CONSEQUENCES OF CANCELLATION:** In case the Developer cancels this Agreement, then notwithstanding anything elsewhere to the contrary contained in this Agreement the following consequences shall apply:
- 19.3.1 Any amount received by either party from the Transferees and required to be refunded owing to cancellation, shall be refunded by the recipient parties respectively and the Owners shall be liable for any other claims of the Transferees.
- 19.3.2 The Security Deposit and all other amounts on any account paid or incurred by the Developer on the Subject Property including on its planning or development or otherwise together with simple interest at the then prevalent lending rate of State Bank of India for the period from the date of being paid or incurred by the Developer and together with the compensation and damages for all other losses and damages suffered by the Developer, shall immediately and in any event within 90 days of being demanded by the Developer, become refundable and payable by the Owners to the Developer wholly if the agreement is cancelled as a whole and proportionately if the agreement is cancelled only in respect of part of the Subject Property and upon such refund and payment pursuant to the cancellation of this agreement as a whole, the original title deeds deposited by the Owners to the Developer shall be returned by the Developer to the Owners. In case the agreement gets in the process of cancellation as above, some other developer will be given the assignment of development by the Owners on the condition that the security deposit

Handwritten signature and initials in blue ink at the bottom right of the page.

thereby received will be at first used to pay to the Developer its dues as above and in case no new developer is appointed within 90 days of the notice of cancellation by the Developer hereto to the Owner, then the amounts shall be paid and refunded by the Owners from their own sources

- 19.3.3 Nothing contained in the last preceding sub-Clauses shall affect the other rights and remedies of the Developer.
- 19.4. **DEFAULTS OF DEVELOPER:** In case the Owners comply with and/or are ready and willing to carry out their obligations as stated herein and the Developer without being prevented by any Force Majeure event fails and/or neglects to construct and issue Notice of Completion of the New Building to the Owners within the time periods (including grace periods) mentioned in this Agreement then and in that event, till such time the Developer complies with the same, the Developer shall be liable to pay to the Owners a sum of Rs.100000/- (Rupees one lakh) only per month as compensation and the Owners shall also be at liberty to sue the Developer for specific performance of the contract.
- 19.5. **UNILATERAL CANCELLATION:** Neither party hereto can unilaterally cancel or rescind this agreement at any time unless such party is entitled to do so by express terms of this agreement contained elsewhere herein upon default of the other party.
- 19.6. **CHOICE OF REMEDIES:** It is clarified that the exercise of any one or more remedy by any party shall not be or constitute a bar for the exercise of any other remedy by the Second Party at any time. Furthermore, the liability of the First Party to pay interest at the rate and in terms of the other Clauses of this agreement shall continue for the entire duration until payment/repayment of the entire dues irrespective of the exercise of the other remedies by the defaulting party and without affecting the other liabilities of the defaulting party hereunder.
20. **ACQUISITION AND REQUISITION:**

20.1. Except as contained in clause 20.2 hereto, in case the Subject Property and/or any portion thereof is acquired or is requisitioned by the Government or any other Appropriate Authorities hereafter but before construction of the New Building and issuance of Completion Certificate thereof by the Architect, then in that event the parties shall contest and challenge such acquisition. If however, acquisition or requisition becomes inevitable, then the Developer shall have the following options:-

- i) **Either** to exclude the portion or portions as may be the subject matter of such acquisition or requisition from being part of the Subject Property and to continue the Project in the balance portion. In case of any such exclusion, the Subject Property shall be varied correspondingly and the Owner's Allocation shall be varied pro-rata and the compensation received in respect of the

acquisition or requisition of the acquired portion shall belong to the parties in the Agreed Ratio.

- ii) **Or to cancel this agreement in its entirety in which event the Consequences of Cancellation mentioned in Clause 19.3 shall apply and in addition the Developer shall be entitled to 30% of the compensation receivable. The compensation received/receivable by the Owners shall be charged towards the amounts receivable or recoverable by the Developer.**


20.2. **Acquisition and Requisition after completion of the New Building:** In case the Subject Property is acquired or requisitioned after construction of the Designated Building, then in that event the respective Transferees and allottee parties shall directly contest the acquisition or requisition proceeding and any compensation in respect of the respective areas shall belong to them respectively and otherwise proportionately.

21. **NOTICES:** Except as otherwise specifically mentioned herein, all notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of despatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered speed post without the same being served. Notice to Owners shall always be deemed to be a sufficient notice to Owners herein. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid. A copy of any notice sent by any party to the other party shall also be sent by email. For the purpose of this clause the email id of the Owners would be mamta.agartwal64@gmail.com and for the Developer would be vindhyaproperties111@gmail.com.

22. **ARBITRATION:** In case there arises any dispute or difference between the parties, the same shall at first be attempted to be reconciled through the process of mediation and each party shall provide its best efforts in such reconciliation.

22.1. If any dispute or difference is not reconciled through mediation as aforesaid, then all such disputes or differences between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/ or the Subject Property or determination of any liability shall be referred to arbitration and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act 1996 or any other statutory modification or enactment for the time being in force. In connection with the said arbitration, the parties have agreed and declared as follows:


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

M.A. 

- 22.1.2 The Arbitration Tribunal will be at liberty to give interim orders and/or directions.
- 22.1.3 The Arbitration Tribunal shall be entitled to rely on oral submissions made by the parties and to pass awards and/or directions based on such oral submissions.
- 22.2. **JURISDICTION:** Only the Courts within the Jurisdiction of the Calcutta High Court and those having territorial jurisdiction over the Subject Property shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this Agreement or connected therewith including the arbitration as provided hereinabove.

PART-IV # SCHEDULES

23. THE FIRST SCHEDULE ABOVE REFERRED TO: # Subject Property #


ALL THAT piece and parcel of land total admeasuring about 15 Cottah 7 Chittak 6 Square Feet be the same a little more or less in Mouza Rajpur, comprising J.L. No. No.55 Touzi No.251 R.S. Khatian Nos. 718, R.S. & L.R. Dag No. 89 & 89/1125, P.S. Sonarpur, sub - Registry Office Sonarpur District 24 Parganas (South) within the municipal limits of Ward No.26 , Holding No. 165, Dr. B.C. Roy Road, **Kolkata-700150**, under Rajpur Sonarpur Municipality. 


RS Dag and Khatian Number	LR Khatian Number	Total Area in Dag
RS Dag No. 89 RS Dag No. 89/1125 Khatian Number 718	LR Khatian No. 1994	RS Dag – 89– 13 decimal RS Dag –89/1125 – 14 decimal

The Subject Property is butted and bounded as follows.

ON THE **NORTH** : 14' Feet Common Passage / Dag No. 90

ON THE **SOUTH** : Charu Chhaya Building of Mouza Jagaddal

ON THE **EAST** : 40' Feet Dr. B C Roy Road 

ON THE **WEST** : Partly of Dag No. 88 and 10' Feet wide Common Passage 

- 23.1. **OR HOWSOEVER OTHERWISE** the Subject Property now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished. **BE IT MENTIONED** that the total constructed area at the Subject Property is 1500 square feet more or less





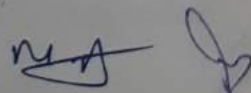
24. THE SECOND SCHEDULE ABOVE REFERRED TO # Tentative Common Areas and Installations:

24.1. Common Areas & Installations at any Block:

- 24.1.1 Staircases, landings and passage and stair-cover on the ultimate roof.
- 24.1.2 Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the one lift of the Block.
- 24.1.3 Lift, with machineries accessories and equipments and lift well for installing the same in the Block.
- 24.1.4 Electrical installations with main switch and meter and space required therefor.
- 24.1.5 Ultimate open to sky space on the ultimate Roof of the Block.
- 24.1.6 Over head water tanks with water distribution pipes from such Overhead water tank connecting to the different Units of the Block.
- 24.1.7 Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Block.
- 24.1.8 Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas of the Block

24.2. Common Areas & Installations at the Building Complex:

- 24.2.1 Driveways and paths and passages at the said Land except those reserved by the Developer for exclusive use.
- 24.2.2 Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed at extra cost.
- 24.2.3 Intercom facility.
- 24.2.4 Underground water reservoir
- 24.2.5 Submersible Water pump with motor with water distribution pipes to the Overhead water tanks of the Buildings in the Project.
- 24.2.6 Municipal Water supply.
- 24.2.7 Water waste and sewerage evacuation pipes and drains from the Buildings in the Project to the municipal drains.



24.2.8 DG Set, its panels, accessories and wirings and space for installation of the same at extra cost.

24.2.9 Boundary wall and gate and Security Room

24.2.10 Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas of the Project

25. THE THIRD SCHEDULE ABOVE REFERRED TO: # Specifications

25.1. **STRUCTURE:** The building shall be constructed with RCC framed in accordance with the plan and drawing prepared by the Architects and sanctioned by the appropriate authority.

25.2. Interior Finish : Wall Putty

25.3. Flooring : Bedrooms - Vitrified tiles 2' X 2' 2' X 2' (600 mm X 600 mm)
: Living/Dining - Vitrified tiles 2' X 2' (600 mm X 600 mm)
: Balcony - Vitrified tiles
:Staircase Landing- Granite tiles / Vitrified tiles
Stairs- Vitrified tiles/Kota
:Floor lobby with Vitrified tiles
:Lift fascia of granite tiles.

25.4 Kitchen :Flooring - Ceramic anti-skid tiles
:Granite Counter
:Stainless steel sink
:Dado of ceramic tiles upto 2 ft above the counter / platform
:Electrical point for refrigerator, water purifier, mixer
:chimney or exhaust fan
:Provision for exhaust

25.5 Toilet :Anti skid ceramic tiles in flooring
:Toilet Walls – Dado glazed tiles on the Walls upto 6 feet height
:Premium quality sanitary fittings of CERA or equivalent
:Premium quality CP fittings of ESSCO or equivalent

:Electrical point for geyser

:Plumbing provision for hot / cold water line

25.6 Doors & Windows: Main door – Flush door with acrylic paint

:Main door fittings

:Internal doors – Flush doors with acrylic paint

:Windows – Anodized aluminum sliding windows

:Grill optional at extra cost

25.7 Electricals :Provision for cable TV, telephone + broadband wiring

:Sufficient No. of plug points in all bedrooms, living / dining.

AC points at extra cost

25.8 Kitchen & toilets :Concealed copper wiring

:Door bell point at the main entrance door

:Modular switches of reputed brands

25.10 Balcony : MS railing up to 1meter Height

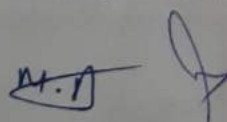
26. **THE FOURTH SCHEDULE ABOVE REFERRED TO: #Internal Agreed Proportion:**

SL NO.	NAME OF OWNERS	%AGE OF EACH OWNERS OUT OF TOTAL 100%
1	VINDHYA PROJECTS PRIVATE LIMITED	33.33%
2	VINDHYA PROPERTIES & MANAGEMENT PRIVATE LIMITED	33.33%
3	ABHISHEK VYAPAR PRIVATE LIMITED	33.33%
	TOTAL	100%

27. **THE FIFTH SCHEDULE ABOVE REFERRED TO: #Extras & Deposits:**

27.1. EXTRAS shall include:

27.1.1 Any type of taxes like goods and service tax, tax, local taxes and any other statutory levy or tax etc., payable to any government authority or local body (without



however affecting the provisions in respect thereof under the operative part of the agreement above).

- 27.1.2 Any EDC charges payable to any government authority or any local body etc.
- 27.1.3 All costs, charges and expenses on account of bringing electricity lines/connections, HT & LT power (including Sub-station, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts payable to the electricity service provider.
- 27.1.4 All costs, charges and expenses on account of bringing water lines/connections and all the amounts payable to the provider thereof.
- 27.1.5 Security or any other deposit (including minimum deposits or any deposit by any name called) and all amounts or increases thereof payable to the electricity service provider for electricity water and any other connection or service at the Complex.
- 27.1.6 All costs, charges and expenses on account of one or more generators and like other power-backup equipment and all their accessories (including cables, panels and the like) for the Complex.
- 27.1.7 External pipelines, sewerage treatment plants etc.
- 27.1.8 Betterment fees, development charges, and other levies taxes duties and statutory liabilities that may be charged on the Subject Property or the buildings or the Units or on their transfer or construction partially or wholly, as the case may be.
- 27.1.9 Cost of formation of Association/service maintenance company/society.
- 27.1.10 Intercom, CCTV or any other chargeable facility as may be decided by the Developer.
- 27.1.11 If it is decided by the Developer to furnish the Transferable Areas then the cost of such furnishing. However, any profit accruing therefrom, after deducting a sum equivalent to 15% of the cost of such furnishing towards remuneration of the Developer for carrying out such furnishing shall be shared by the Owners and the Developer in the Agreed ratio.

27.2. **DEPOSITS** (which shall be interest free) shall include:

- 27.2.1 Deposit on account of maintenance charges, electricity, water, other facilities, common expenses, rates and taxes, sinking fund etc.

28. THE SIXTH SCHEDULE ABOVE REFERRED TO: #Chain of Title:

- 28.1. The facts about the Owners deriving title to the Subject Property is as follows:-

- 28.1.1 **WHEREAS** one Debendra Narayan Das, Dijendra Narayan Das And Lokendra Narayan Das since deceased were the absolute and recorded joint owners of ALL THAT piece and parcel of the land measuring 15 Cottah 7 Chittak 6 Square Feet be the same a little more or less in J.L. No.55, Touzi No.251, R.S. Khatian No. 718, R.S. Dag No.89/1125 and 89, P.S. Sonarpur, Sub - Registry Office Sonarpur, Dist. 24 Parganas South within the limits of Rajpur Sonarpur municipality Ward No.26.
- 28.1.2 **AND WHEREAS** while in such possession and occupation of the abovementioned land, the said Lokendra Narayan Das died intestate leaving behind his widow Smt. Alokata Das, three sons namely Prabir Kumar Das and Pronab Kumar Das and Promod Kumar Das and two married daughters namely Smt. Sipra Das, Smt. Archana Mondal as his legal heirs and successors who inherit the share of Lokendra Narayan Das since deceased and thus Smt. Alokata Das, Prabir Kumar Das, Pronab Kumar Das, Promod Kumar Das, Smt. Sipra Das and Smt. Archana Mondal became the joint owners in respect of the share of Lokendra Narayan Das since deceased and were seized and possessed of jointly with Debendra Narayan Das and Dijendra Narayan Das in the abovementioned land .
- 28.1.3 **AND WHEREAS** by a deed of conveyance in vernacular dated 04.06.1993 the said Debendra Narayan Das and Dijendra Narayan Das, Smt. Alokata Das, Prabir Kumar Das, Pronab Kumar Das, Promod Kumar Das, Smt. Sipra Das and Smt. Archana Mondal sold, transferred conveyed a part of the entire property measuring 3 cottah 2 chittack 8 sq. ft. in favour of one Sukhoranjan Das registered in the office of the Sub - Registry Office at Sonarpur vide Deed No.4115 for the year 1993.
- 28.1.4 **AND WHEREAS** the said Sukhoranjan Das died intestate leaving behind his widow Smt. Rina Das, one son namely Goutam Das and three daughters namely Shima Das, Rekha Das and Smt. Kakoli Halder as his legal heirs and successors and Smt. Rina Das, Goutam Das, Shima Das, Rekha Das and Smt. Kakoli Halder became the joint owners by way of intestate succession in respect of 3 cottah 2 chittack 8 sq. ft. out of land measuring 15 Cottah 7 Chittak 6 Square Feet be the same a little more or less in J.L. No.55, Touzi No.251, R.S. Khatian No. 718, R.S. Dag No.89/1125 and 89, P.S. Sonarpur, Sub - Registry Office Sonarpur, Dist. 24 Parganas South within the limits of Rajpur Sonarpur municipality Ward No.26
- 28.1.5 **AND WHEREAS** by a deed of conveyance in vernacular dated 13.08.1993 the said Smt. Rina Das, Goutam Das, Shima Das, Rekha Das and Smt. Kakoli Halder sold, transferred, conveyed, assured ALL THAT land measuring 3 cottah 2 chittack 8 sq. ft. out of land measuring 15 Cottah 7 Chittak 6 Square Feet be the same a little more or less in J.L. No.55, Touzi No.251, R.S. Khatian No. 718, R.S. Dag No.89/1125 and 89, P.S. Sonarpur, Sub - Registry Office Sonarpur, Dist. 24 Parganas South within the limits of Rajpur Sonarpur municipality Ward No.26. in

favour of Manotosh Barua Chowdhury registered in the office of the Sub - Registry Office at the Sonarpur and recorded in Book No.1 being No.6171 for the year 1993.

- 28.1.6 **THUS** the Manotosh Barua Chowdhury by virtue of such purchase became the lawful and absolute owner of ALL THAT land measuring 3 cottah 2 chittack 8 sq. ft. out of land measuring 15 Cottah 7 Chittak 6 Square Feet be the same a little more or less in J.L. No.55, Touzi No.251, R.S. Khatian No. 718, R.S. Dag No.89/1125 and 89, P.S. Sonarpur, Sub - Registry Office Sonarpur, Dist. 24 Parganas South within the limits of Rajpur Sonarpur municipality Ward No.26 and was seized and possessed of the same as the lawful owner thereof.
- 28.1.7 **AND WHEREAS** by another deed of conveyance in vernacular dated 04.06.1993 the said Debendra Narayan Das and Dijendra Narayan Das, Smt. Alokata Das, Prabir Kumar Das, Pronab Kumar Das, Promod Kumar Das, Smt. Sipra Das and Smt. Archana Mondal sold, transferred conveyed a part of the entire property measuring 7 Cottah 4 Chittack 15 sq. ft. in favour of one Jayanta Roy Barman registered in the office of the Sub - Registry Office at Sonarpur vide Deed No.4114 for the year 1993.
- 28.1.8 **THUS** the said Jayanta Roy Barman by virtue of such purchase became the lawful and absolute owner of ALL THAT land measuring 7 Cottah 4 Chittack 15 sq. ft. out of land measuring 15 Cottah 7 Chittak 6 Square Feet be the same a little more or less in J.L. No.55, Touzi No.251, R.S. Khatian No. 718, R.S. Dag No.89/1125 and 89, P.S. Sonarpur, Sub - Registry Office Sonarpur, Dist. 24 Parganas South within the limits of Rajpur Sonarpur municipality Ward No.26 and was seized and possessed of the same as the lawful owner thereof.
- 28.1.9 **AND WHEREAS** by another deed of conveyance in vernacular dated 04.06.1993 the said Debendra Narayan Das and Dijendra Narayan Das, Smt. Alokata Das, Prabir Kumar Das, Pronab Kumar Das, Promod Kumar Das , Smt. Sipra Das and Smt. Archana Mondal sold, transferred conveyed a part of the entire property measuring 5 cottah 28 sq. ft. in favour of one Smt. Manasi Mukherjee registered in the office of the Sub - Registry Office at Sonarpur recorded in Book No.I, Deed No.4113 volume No.58 pages 354 to 359 for the year 1996.
- 28.1.10 **THUS** the said Smt. Manasi Mukherjee by virtue of such purchase became the lawful and absolute owner of ALL THAT land measuring 5 cottah 28 sq. ft. out of land measuring 15 Cottah 7 Chittak 6 Square Feet be the same a little more or less in J.L. No.55, Touzi No.251, R.S. Khatian No. 718, R.S. Dag No.89/1125 and 89, P.S. Sonarpur, Sub - Registry Office Sonarpur, Dist. 24 Parganas South within the limits of Rajpur Sonarpur municipality Ward No.26 and was seized and possessed of the same as the lawful owner thereof.

Handwritten signature and initials, possibly 'M.A.' and a flourish.

28.1.11 **AND WHEREAS** by a deed of conveyance dated 8th July 2011 the said Manotosh Barua Chowdhury, Jayanta Roy Barman and Smt. Manasi Mukherjee jointly sold transferred and conveyed **ALL THAT** piece and parcel of land total admeasuring about 15 Cottah 7 Chittak 6 Square Feet be the same a little more or less in Mouza Rajpur, comprising J.L. No. No.55 Touzi No.251 R.S. Khatian Nos. 718, R.S. Dag No. 89/1125 and 89 P.S. Sonarpur, sub - Registry Office Sonarpur District 24 Parganas (South) within the limits of Rajpur Sonarpur Municipality Ward No,26 (hereinafter called and referred to as the said property) in favour of (1) Vindhya Projects Private Limited, (2) Vindhya Properties & Management Private Limited, And (3) Abhishek Vyapar Private Limited, registered in the office of D.S.R IV, South 24 Pargana, Alipore, recorded in Book no. I, Volume no. 17, Pages 5286 to 5308, being no. 05261 for the year 2011.

28.1.12 **AND WHEREAS** it was subsequently revealed that the area of land measuring 3 cottah 2 chittak in respect of Dag no. 89 and land measuring 12 cottah 4 chittak 5 square feet in respect of Dag no. 89/1125 had been mentioned at page 12 of Deed no. 05261 for the year 2011 in place of land measuring 8 cottah 2 chittak 36 square feet in respect of Dag no. 89 and land measuring 7 cottah 4 chittak 15 square feet in respect of Dag no. 89/1125. And further Deed no. 413 had mentioned instead of Deed no. 4113 at page 8 of Deed no. 05261 for the year 2011. These abovementioned typographical mistakes were rectified by a deed of Declaration dated 23rd March 2015 registered in the office of D.S.R-IV, South 24 Pargana, recorded in Book no. I, CD Volume no.8, pages 4329 to 4336, being no. 02476 for the year 2015.

28.1.13 **AND WHEREAS** the Land owners executed and registered a Development Agreement on 14th day of July, 2021 at A.R.A. III Kolkata vide Book No. I, Volume No. 1903-2021, Pages 261524 to 261570, Being No. 05816, for the year 2021 unto and in favour of the Developer herein.

28.1.14 **AND WHEREAS** inadvertently the Ratio of the Owners' allocation and Developer's allocation was written in the said Development Agreement, for this reason the said Owners and Developer jointly cancelled or revoked the aforesaid Registered Development Agreement, by virtue of a Cancellation of Development Agreement vide Book No. I, Deed No. 16382/22 for the year 2022 at D.S.R. III Alipore, District South 24-Parganas.

28.1.15 **MUTATION:** The aforesaid Three Companies i.e. (1) **VINDHYA PROJECTS PRIVATE LIMITED** (2) **VINDHYA PROPERTIES & MANAGEMENT PRIVATE LIMITED** and (3) **ABHISHEK VYAPAR PRIVATE LIMITED**, mutated its names in respect of the aforesaid purchased property mentioned in the Schedule "A" before the B.L. & L.R.O. Sonarpur and also Rajpur Sonarpur Municipality, under Holding No. 165, Dr. B.C. Roy Road, Ward No. 26

Manotosh Aggarwal
Manotosh Aggarwal
Manotosh Aggarwal

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

SIGNED SEALED AND DELIVERED on behalf of the withinnamed OWNERS at Kolkata in the presence of:

1. Pralim Jay,
Alipore Police Court
Kol-27.

2. Ashis Mañi
Alipore Police Court
Kol-27.

VINDHYA PROJECTS PVT. LTD.

Mamta Agarwal
Director

VINDHYA PROPERTIES & MANAGEMENT (P) LTD.

Mamta Agarwal
Director

VINDHYA PROPERTIES & MANAGEMENT (P) LTD.

Mamta Agarwal
Signature of the Owners.

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

1. Pralim Jay,
Alipore Police Court
Kol-27.

2. Ashis Mañi
Alipore Police Court.
Kol-27.

ANIMESH NIRMAN LLP

Jani Jagannath
Partner

Signature of the Developer.

Drafted by me:

Amitabha Ray
Advocate
Alipore Police Court
Kol-27
23/6/2024

RECEIPT AND MEMO :

RECEIVED from the within named Developer the within mentioned sum of Rs.6,00,000/- (Rupees six lakhs) only towards part payment of the Security Deposit Deposit as follows:-

MEMO OF CONSIDERATION

S.L No.	By or out of Cheque/Demand Draft	Date	Bank	Amount (Rs.)
1.	0001993	20/11/22	HDFC Bank	200000.00
2.	0001994	20/11/22	HDFC Bank	200000.00
3.	0001995	20/11/22	HDFC Bank	200000.00
Total:				<u>6,00,000.00</u>

(Rupees six lakhs only)

WITNESSES:

1. Prabin Jy.
Alipore Police Court
Kat-27.
2. Ashis Maiti.
Alipore Police Court
Kat-27.

VINDHYA PROJECTS PVT. LTD.

Mamta Agarwal
Director












VINDHYA PROPERTIES & MANAGEMENT (P) LTD.

Mamta Agarwal
Director

For ABHISHEK VYAPAR PVT. LTD.












Mamta Agarwal
Director**Signature of the Owners.**

Thumb 1st finger middle finger ring finger small finger

	left hand					
	right hand					



Name..... Manta Aggarwal
 Signature..... Manta Aggarwal

Thumb 1st finger middle finger ring finger small finger

	left hand					
	right hand					

Name..... Ravi Shankar Aggarwal
 Signature..... Ravi S Aggarwal

Thumb 1st finger middle finger ring finger small finger

PHOTO	left hand					
	right hand					

Name.....
 Signature.....

Major Information of the Deed

Deed No :	I-1603-16383/2022	Date of Registration	20/10/2022
Query No / Year	1603-0001149636/2019	Office where deed is registered	
Query Date	16/07/2019 10:09:09 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	PRABIR DEY Thana : Alipore, District : South 24-Parganas, WEST BENGAL, Mobile No. : 9239167495, Status :Deed Writer		
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 : 6,00,000/-]		
Set Forth value	Market Value		
	Rs. 1,71,81,828/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,121/- (Article:48(g))	Rs. 6,053/- (Article:E, E, B,)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Dr. B. C. Roy road, Mouza: Rajpur, , Ward No: 026, Holding No:165 JI No: 55, Pin Code : 700145

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-89	RS-718	Bastu	Danga	13 Dec		82,72,732/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
L2	RS-89/1125	RS-718	Bastu	Shali	14 Dec		89,09,096/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
		TOTAL :			27Dec	0 /-	171,81,828 /-	
		Grand Total :			27Dec	0 /-	171,81,828 /-	

Land Lord Details :



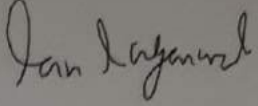
SI No	Name,Address,Photo,Finger print and Signature
1	VINDHYA PROJECTS PRIVATE LIMITED 12B, RAJA BASANTA ROY ROAD, City:- , P.O:- KALIGHAT, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700026 , PAN No.:: AAxxxxx4C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	VINDHYA PROPERTIES AND MANAGEMENT PRIVATE LIMITED 40/1, PR. ANWAR SHAH ROAD, City:- , P.O:- TOLLYGUNGE, P.S:-Charu Market, District:-South 24-Parganas, West Bengal, India, PIN:- 700033 , PAN No.:: AAxxxxx8M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
3	ABHISHEK VYAPAR PRIVATE LIMITED 12B, RAJA BASANTA ROY ROAD, City:- , P.O:- KALIGHAT, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700026 , PAN No.:: AAxxxxx7D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

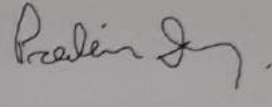
SI No	Name,Address,Photo,Finger print and Signature
1	ANIMESH NIRMAN LLP 40/5, STRAND ROAD, City:- , P.O:- BURROBAZAR, P.S:-Burrobazar, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxx8N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mrs MAMTA AGARWAL Wife of Mr RAVI SHANKAR AGARWAL Date of Execution - 20/10/2022, , Admitted by: Self, Date of Admission: 20/10/2022, Place of Admission of Execution: Office			
		Oct 20 2022 2:39PM	LTI 20/10/2022	20/10/2022
TOWER - 3, URBANA, 783, ANANDAPUR, Flat No: 2901, City:- , P.O:- E K T P, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700107, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxx0D, Aadhaar No: 46xxxxxxx5613 Status : Representative, Representative of : VINDHYA PROJECTS PRIVATE LIMITED (as AUTHORISED SIGNATORY), VINDHYA PROPERTIES AND MANAGEMENT PRIVATE LIMITED (as AUTHORISED SIGNATORY), ABHISHEK VYAPAR PRIVATE LIMITED (as AUTHORISED SIGNATORY)				

2	Name	Photo	Finger Print	Signature
	Mr RAVI SHANKAR AGARWAL (Presentant) Son of Late RAJENDRA KUMAR AGARWAL Date of Execution - 20/10/2022, , Admitted by: Self, Date of Admission: 20/10/2022, Place of Admission of Execution: Office	 <small>Oct 20 2022 2:40PM</small>	 <small>LTI 20/10/2022</small>	 <small>20/10/2022</small>
TOWER - 3, URBANA, 783, ANANDAPUR, Flat No: 2901, City:- , P.O:- E K T P, P.S:-Tiljala, District:- South 24-Parganas, West Bengal, India, PIN:- 700107, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx7N, Aadhaar No: 91xxxxxxxx3338 Status : Representative, Representative of : ANIMESH NIRMAN LLP (as PARTNER)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr PRABIR DEY Son of Late H DEY Alipore Police Court, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027	 <small>20/10/2022</small>	 <small>20/10/2022</small>	 <small>20/10/2022</small>
Identifier Of Mrs MAMTA AGARWAL, Mr RAVI SHANKAR AGARWAL			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	VINDHYA PROJECTS PRIVATE LIMITED	ANIMESH NIRMAN LLP-4.33333 Dec
2	VINDHYA PROPERTIES AND MANAGEMENT PRIVATE LIMITED	ANIMESH NIRMAN LLP-4.33333 Dec
3	ABHISHEK VYAPAR PRIVATE LIMITED	ANIMESH NIRMAN LLP-4.33333 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	VINDHYA PROJECTS PRIVATE LIMITED	ANIMESH NIRMAN LLP-4.66667 Dec
2	VINDHYA PROPERTIES AND MANAGEMENT PRIVATE LIMITED	ANIMESH NIRMAN LLP-4.66667 Dec
3	ABHISHEK VYAPAR PRIVATE LIMITED	ANIMESH NIRMAN LLP-4.66667 Dec

On 27-09-2022

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 1,71,81,828/-



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 20-10-2022

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 11:51 hrs on 20-10-2022, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr RAVI SHANKAR AGARWAL ..

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

Execution is admitted on 20-10-2022 by Mrs MAMTA AGARWAL, AUTHORISED SIGNATORY, VINDHYA PROJECTS PRIVATE LIMITED, 12B, RAJA BASANTA ROY ROAD, City:- , P.O:- KALIGHAT, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700026; AUTHORISED SIGNATORY, VINDHYA PROPERTIES AND MANAGEMENT PRIVATE LIMITED, 40/1, PR. ANWAR SHAH ROAD, City:- , P.O:- TOLLYGUNGE, P.S:-Charu Market District:-South 24-Parganas, West Bengal, India, PIN:- 700033; AUTHORISED SIGNATORY, ABHISHEK VYAPAR PRIVATE LIMITED, 12B, RAJA BASANTA ROY ROAD, City:- , P.O:- KALIGHAT, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700026

Indetified by Mr PRABIR DEY, , , Son of Late H DEY, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Execution is admitted on 20-10-2022 by Mr RAVI SHANKAR AGARWAL, PARTNER, ANIMESH NIRMAN LLP, 40/5, STRAND ROAD, City:- , P.O:- BURROBAZAR, P.S:-Burrobazar, District:-Kolkata, West Bengal, India, PIN:- 700001

Indetified by Mr PRABIR DEY, , , Son of Late H DEY, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 6,053.00/- (B = Rs 6,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 1,000.00/-, by online = Rs 5,053/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 26/07/2019 2:38PM with Govt. Ref. No: 192019200048886345 on 26-07-2019, Amount Rs: 5,053/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 92071414002771498 on 26-07-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 7341, Amount: Rs.100.00/-, Date of Purchase: 19/10/2022, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/07/2019 2:38PM with Govt. Ref. No: 192019200048886345 on 26-07-2019, Amount Rs: 75,021/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 92071414002771498 on 26-07-2019, Head of Account 0030-02-103-003-02

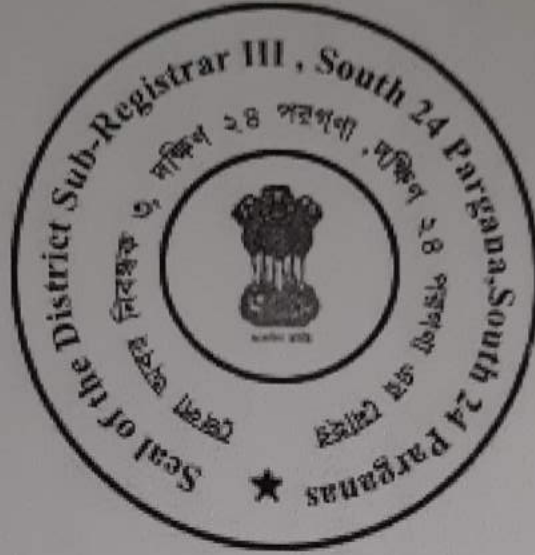


Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2022, Page from 553840 to 553892
being No 160316383 for the year 2022.



Dhar

Digitally signed by Debasish Dhar
Date: 2022.11.09 15:06:08 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2022/11/09 03:06:08 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)