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Certified that the Document is admitted to Registration. The Stamp and the endorsement thereon are the part of this Document.

Additional Registrar  
of Assurances-I, Kolkata

11 JUN 2022



1. Date: 9th June, 2022.

2. Nature of Document: Development Agreement

3. Parties: (Collectively the following, which shall include as far as the company is concerned its successors-in-interest and assigns and as far as the individuals are concerned their respective heirs legal representatives executors administrators and assigns)

Sarab Tanti  
Laxmi Tanti  
Anita Tanti  
Harshwardhan Tanti

Visit Case No. 1348 of 2022  
J(1) - 250/-  
J(2) - 450/-  
Total - 700/-  
Realised On 05/06/2022

TAMOPHA BUILCON LLP  
Aranjanay  
Designated Partner

Rajeshbelle  
9/5/22  
9.6.2022  
2/1636740/22

013992

No.....  
Address.....  
Rs.....  
Date.....

04 MAY 2022  
S. PARANIA  
C. P. KAKA  
10, OLD POST OFFICE STREET  
KOLKATA-700 001

**SIPRADEY**

Licence No.: 18A

Code: 1070

1, N. S. Road, Kolkata-700 001

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ADDITIONAL REGISTRAR  
KOLKATA  
4 JUN 2022

3.1 **Owners:** (1) **Mrs. Sarla Tantia**, (PAN ABQPT4265M) (Aadhaar No 8012 6788 5833), wife of Mr. Iswari Prasad Tantia, by faith - Hindu, by occupation business (2) **Mrs. Anita Tantia**, (PAN ABSPT8048G) (Aadhaar No 5845 6524 5099), wife of Mr. Rahul Tantia, by faith - Hindu, by occupation business (3) **Mrs. Laxmi Tantia**, (PAN AFCPR0271H) (Aadhaar No 6221 0983 2188), wife of Mr. Siddhartha Tantia, by faith - Hindu, by occupation business and (4) **Mr. Harshvardhan Tantia**, (PAN ADDPT4176G) (Aadhaar No 2609 0539 6828), son of Mr. Iswari Prasad Tantia, by faith - Hindu, by occupation business, all residing at 96, Narkeldanga Main Road, P.S. Phoolbagan, P.O. Phoolbagan, Kolkata - 700054 of the **One Part**;

**AND**

3.2 **Developer:** **Tamopaha Bulcon LLP**, (PAN AAPFT7257F) a limited liability partnership, incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its office at 1, Lu Shun Sarani, 9<sup>th</sup> Floor, , P.O. C.R. Avenue, P.S. Hare Street, Kolkata - 700073, represented by its Designated Partner **Mr. Anant Nathany** (PAN: ACRPN7067R) (Aadhaar No. 832523219317) son of Mr. Rajesh Nathany, by faith Hindu, by occupation business, working for gain at 1, Lu Shun Sarani, 9<sup>th</sup> Floor, P.O. C.R. Avenue, P.S. Hare Street, Kolkata - 700073 of the **Other Part**; The Designated Partners have passed a Board resolution dated 6<sup>th</sup> June 2022, the copy of which is attached as **Annexure A**, and they are duly authorized for signing of this agreement;

(The expression "**Owners**" and "**Developer**" shall, hereafter, collectively, be referred to as the "**Parties**" and individually as a "**Party**")

#### 4. **Subject Matter of Agreement:**

4.1 This Agreement set forth the terms and conditions with respect to and pertaining to the grant of the development rights by the Owners with respect to the Said Premises (as described in the **First Schedule** hereunder written) in favour of the Developer, the nature of the building/complex to be developed and completed by the Developer in the manner specified in this Agreement on the Said Premises by construction of a new ready to use residential building/s on the Said Premises with car parking spaces, amenities and facilities to be enjoyed in common in terms of the power of attorney to be granted by the Owners to the Developer in terms of this

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agreement (the "**Project**") and the respective rights and obligations of the Parties herein.

**4.2** For construction of the Project on the Said Premises, the Parties shall extend all cooperation to each other and do all such acts and deeds that may be required to give effect to and accomplish the purposes of this Agreement.

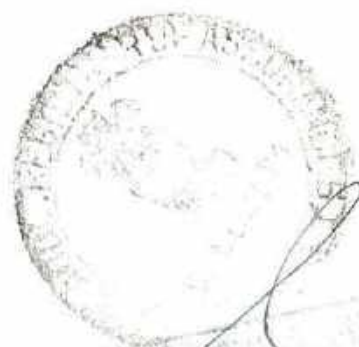
**5. Background:**

- i. The Owners are well and sufficiently entitled to the Said Premises described in the **First Schedule** hereunder written (the "**Said Premises**") and/or are otherwise competent to enter into this agreement with the Developer herein.
- ii. The Developer is, inter alia, engaged in the business of real estate development and is having sufficient financial and other resources to take up development of the Said Premises.
- iii. The Owners being desirous of developing the Said Premises approached the Developer to develop the Said Premises and the Developer has agreed to do so on the terms and conditions mentioned hereinafter.

**6. Representations And Warranties:**

- I** At or before the execution of this Agreement, the Owners have assured and represented to the Developer that the Owners;
- (i) are the Owners of the entirety of the Said Premises as morefully described in the **First Schedule** hereunder written (the "**Said Premises**").
  - (ii) have a clean and marketable title to the Said Premises free from all encumbrances, mortgages, charges, liens, lispence, acquisitions, requisitions, attachments, trusts, debuttars, wakfs, alignments, vesting, family dispute, whatsoever or howsoever. The Owners' further assure and undertake to keep the title of the Said Premises clean and marketable title till the completion of the Project.
  - (iii) Have already caused the Said Premises to be converted to Bastu/Housing in the records of the Kolkata Municipal Corporation.

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- (iv) Have not created any third party interest of any nature, whatsoever, and/or has not entered into any other agreement for sale, transfer lease and/or development in respect of the Said Premises or any part or portion thereof which is in force.
- (v) are fully empowered to enter into this agreement with the Developer for development of the Said Premises.
- (vi) have already paid and/or shall pay all the rates taxes and other impositions and/ or outgoings including the electricity charges and other utility charges upto the date of the Owners inducting the Developer as a licensee in respect of the Said Premises for the limited purpose of carrying out development on the Said Premises and thereafter all the aforesaid impositions and/or outgoings in respect of the Said Premises shall be borne and paid by the Developer till the completion of the Project.
- (vii) have paid and/or shall remain liable to pay, income tax and/or penalty and/or surcharge of any or every nature under the Income Tax Act, 1961 and/or rules made thereunder and/or provisions thereto in respect of the Said Premises as and when assessed / imposed or demanded by the concerned authorities, if applicable on the Owners.
- (viii) The Said Premises is not subject matter of any collateral security and has not been given as security to any person/ entity / financial institution / bank / NBFC etc. whatsoever concerning any transaction or obligation of any nature whatsoever.
- (ix) confirm that access to and egress from the Said Premises is unconditionally and absolutely available for all purposes from Narkeldanga Main Road and the Owners have not entered into any arrangement or agreement of any nature with any Person / third party which in any manner restricts the access / egress to the Said Premises from the road and may give rise to any dispute for access. The Owners' also confirm that the Western side of the Said Premises is butted by Shiv Krishna Daw Lane and the Developer subject, however to the applicable rules can get access from Shiv Krishna Daw Lane also.



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(x) The Owners declare and assure the Developer that based on its representation of a clear and marketable title to the Said Premises, the Developer can submit the declaration supported by documents which may be required under the relevant law(s) and/or the rules made under such law(s) in case for registration of the Project is required under such law(s) and/or the rules made thereunder. In this regard it is clarified that prior to the execution of this Agreement, the Developer, through its advocate, has studied, examined and investigated the chain of title of the Owners, the nature and character of the Said Premises, the status of government records in respect of the Said Premises and the possession of the Said Premises and has satisfied itself in all respects based on the documents provided by the Owners and/or documents available in the public domain.

(xi) The Owners have already provided a title certificate of the Said Premises from the Owners' advocate on or before the signing of this agreement

**II** At or before the execution of this Agreement the Developer has assured and represented to the Owners that the Developer;

(i) is carrying on business of construction and development of real estate and has the necessary infrastructure and expertise in this field as also the financial capacity to successfully undertake and complete the development of the Said Premises by constructing thereon a new building/s of such heights and / or storied as maybe permissible under the law with such amenities and facilities as may be agreed.

(ii) shall cause the Project to be registered under the then prevailing law(s), if any, and shall ensure due compliance and observance thereof and the rules framed thereunder, if any, and shall keep the Owners saved harmless and fully indemnified.

(iii) has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.

(iv) Has examined the documents as supplied by the Owners and/or available in the public domain regarding the title of the Owners to the Said Premises and has found such documents to be in order and is fully satisfied with regard to the Owners' title to the Said Premises. Further, the Developer has also studied, examined and



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investigated the nature and character of the Said Premises, the status of government records in respect of the Said Premises and the possession of the Said Premises and has satisfied itself in all respects.

(v) is capable to and shall, obtain sanction of building plan by utilizing and/or making plans for consuming the maximum permissible FAR under the relevant law(s) and construct new building(s) at the Said Premises in accordance therewith at its own cost, charges and expenses and in terms of this agreement. In this regard it is clarified that it shall be obligatory for the Developer to apply for and obtain additional FAR available on account of metro and consume metro building FAR to the extent applicable. It is further clarified that the cost of purchase for additional FAR on account of Metro under rule 69A of the KMC Building Rules shall be borne by the Owners.

(vi) shall subject to the terms hereof, have no difficulty in complying with its obligations as mentioned hereunder.

(vii) shall complete the construction and development of the New Building in the Project at its own costs and expenses within the agreed time-frame as mentioned in this Agreement as mentioned in the Fifth Schedule

(viii) shall not abandon, delay or neglect the Project in any manner and shall accord the necessary priority thereto barring force majeure circumstances..

(ix) has full right, power and authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.

(x) shall comply with the Real Estate (Regulation and Development) Act, 2016 and/or any other applicable real estate law ("**RERA**") and shall keep the Owners fully saved, harmless and indemnified against all losses, claims, if any, arising due to the default of the Developer in compliance of RERA.

**It Has Now Been Agreed By And Between The Parties Hereto** as follows:

7. **Agreement:**



Relying upon the respective representations and warranties as above and believing the same to be true and on the faith thereof and in pursuance of the understanding by and between the Parties herein, the Owners have agreed to appoint the Developer as the developer of the Said Premises and the Developer has agreed to undertake the development of a new building(s) on the land of the Said Premises and also to commercially exploit the Said Premises on the terms as recorded hereunder.

8. **Definitions:**

**8.1 Architect:** shall mean the qualified architect appointed from time to time by the Developer for development of the Said Premises with the prior mutual consent and approval of the Owners.

**8.2 Association/Maintenance Organisation:** shall mean any Association / maintenance organisation caused to be formed by the Developer for the common purposes and maintenance of the Common Areas and Installations of the New Building having such rules regulations and bye-laws as be deemed proper and necessary and / or as provided under relevant laws for the time being in force.

**8.3 Carpet Area:** shall have the meaning defined under the Real Estate (Regulation and Development) Act, 2016 and/or any other applicable real estate law.

**8.4 Commencement Date:** shall mean the date of execution of this agreement.

**8.5 Completion Date:** shall mean the end of the period including the grace period or extension of such period, if any, as mentioned in Clause 10.3 hereunder written.

**8.6 Common Expenses:** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas And Installations to be contributed and borne proportionately by all the co-owners of the Units in the New Building(s) at the Said Premises.

**8.7 Consents:** shall mean the no-objection certificates, sanctions and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or required for development of the Said Premises.



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**8.8 Construction Costs:** shall mean and include all costs of construction and development of the New Building(s) on the Said Premises as per the Specifications mentioned in the **Second Schedule** hereunder written together with the costs of providing all car parking spaces, amenities, facilities and common portions of the Project, and shall include amounts as mentioned in clause 8.9.1 below and/or costs to be paid towards statutory fees and expenses to be incurred for obtaining all Consents and/or permission and/or clearances, all of which shall be payable extra and has to be considered and/or be deemed to be part of construction cost and all of which shall be arranged and/or incurred solely by the Developer for completing the New Building(s) of the Project on the Said Premises together with the costs of providing all car parking spaces, amenities, facilities and common portions of the Project and **provided further** that the Developer will be responsible for causing all these permissions and NOCs obtained by using its own resources.

**8.9 Development:** shall mean all demolition and clearance operations on the Said Premises and all excavation and other construction / reconstruction work for the development of the Said Premises in accordance with the Plans and the provisions of this Agreement.

8.9.1 The Construction cost to be incurred by the Developer as mentioned in clause 8.8 above (which under no circumstances the Owners will be liable for) will, inter alia, include the following:

- i) All costs of obtaining planning permissions in respect of the development (including fees of the architects, surveyors or consultants relating thereto) together with planning and building regulation fees, fees payable to statutory undertakers and other fees necessary to secure all required consents and any costs in entering into and complying with any agreement or any laws of similar nature,
- ii) All costs of investigations, surveys, and tests in respect of soil, drains, structures, foundations and utilities.
- iii) All costs to be incurred and/or payable to architects, surveyors, engineers, quantity surveyors or others engaged in respect of the development.



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- iv) all rates, water rates, or any other outgoings or impositions lawfully assessed in respect of the Said Premises or on the Owners or occupiers of it in respect of the development and all costs of maintaining and repairing the development in so far as in all such cases the responsibility therefore is not assumed by or recoverable from any third party.
- v) All other sums properly expended or incurred by the Developer in relation to carrying out the completion of the Development.
- vi) All costs and interests and other finance costs payable by the Developer for undertaking development.
- vii) All costs incurred towards payment of electricity charges for construction purpose.
- viii) All costs for dealing with any local issues and related expenses that may arise while constructing the Project.
- ix) All other costs, whatsoever relating to the construction and development of the Project. It is clarified that the Owners shall not be liable in any manner whatsoever towards the construction costs and the same shall be borne and paid by the Developer alone.

**8.10 Developer's Entitlement:** shall mean 50% (Fifty percent) of the Net Sale Proceeds arising from the Project including but not limited to the sale of the Units / sale and/or right to use, as the case may be, of the exclusive terrace as per Plan of any flat/unit / servant quarter/storage area so sanctioned as also the Extra Charges and/or Reimbursable Expenses (as defined in **Third Schedule** below). It is further clarified that the Developer shall be entitled to 62.5% of the net sale proceeds accruing from the sale of vehicle parking spaces /(basement/ MLCP/ Mechanical CP, Open Car Parks or as the case may be)**Provided always** that the sinking fund(s) and/or the maintenance deposit(s) as mentioned in the **Fourth Schedule** below which will be taken and/or be collected by the Developer from all the intending Purchasers of all the units within the New Buildings shall be kept in deposit by the Developer and all such deposits as aforesaid shall, in due course, be handed over and/or be accounted for (after adjusting all dues of the Developer) to the Association/Maintenance



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Organization. The Fourth Schedule below also contains certain Extra Charges which shall accrue solely to the Developer **and further Provided always** that GST and/or other applicable taxes in respect of unsold stock and/or units, if any, after obtaining Completion Certificate of the Project allotted to the Developer if retained by the Developer or to be sold by the Developer directly, as the case may be, shall be paid by the Developer and/or cause to be paid by the Developer through the intending purchasers of the said units as the case maybe and **provided further** that in case any GST or any such taxes is levied in future by the concerned authority on revenue sharing as envisaged in this agreement then, and in such event, the Developer shall be liable to pay proportionately all such GST and other taxes as will be applicable and/or attributable to the share of the revenue of the Developer. It is further clarified that (i) only the Deposit and Taxes and Extra Charges as expressly mentioned the Fourth Schedule below shall not be shared between the Parties (and be collected by the Developer only) and (ii) the Developer's Entitlement for the purposes of this Agreement shall mean and include 50% (Fifty percent) all revenue generated from the Project including the Extra Charges and/or Reimbursable Expenses (as defined in the Fourth Schedule) and renting and/or leasing out of signage space and/or other space. As mentioned above the Developer's Entitlement shall be 62.5% of the net sale proceeds accruing from the sale of vehicle parking spaces / basement/ MLCP/ Mechanical CP, Open Car Parks or as the case may be).

**8.11 Marketing Costs:** shall mean all costs towards advertisement, marketing and promotional costs etc. to be incurred by the Developer for the Project. Such Marketing costs shall be borne solely by the Developer, and the Owners shall reimburse a fixed 1% of the Owners' gross Sales Revenue/Entitlement including apartment value, car parking value, extra charges but excluding deposits and taxes, to the Developer as Reimbursement of Marketing Costs.

**8.12 Brokerage Costs:** shall mean the costs towards brokerage at actuals to be payable by the Parties in the ratio of 50:50. It is clarified that the Developer will pay the brokerage costs including GST and will claim 50% reimbursement from the Owners of the total brokerage costs..

**8.13 Net Sales Proceeds-** shall mean and include all the amounts to be received towards consideration for the sale of apartments comprising of prime location charges,



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if any, Car Parking Space allotment charges, servant quarters, open terraces, amenities, etc. and all other amounts receivable from the Transferees/apartment Allotees, including any amount that may be received from the Transferees on account of interest, penalty, compensation and/or forfeited amount and/or transfer/nomination fee, etc. but shall not include the Deposit and Taxes specified in the **Fourth Schedule** below collected from the Transferees. However, any excess amounts collected by the Developer (if any) on account of the Deposits and Taxes (including any accrued interest amounts thereon) shall form part of the Sale Proceeds and be shared by the Parties in the same ratio as mentioned in this Agreement.

It is further clarified that only the Deposits, Taxes and Extra Charges as expressly mentioned the Fourth Schedule below shall not be shared between the Parties and all other revenue generated from the Project including the Extra Charges and/or Reimbursable Expenses (as defined in the Third Schedule) and renting and/or leasing out of signage space and/or other space shall be shared between the Parties as mentioned in this Agreement.

**8.14 New Building(s):** shall mean and include the proposed new building(s) to be constructed and completed pursuant to the Plan at the Said Premises.

**8.15 Owners' Entitlement:** shall mean **50%** (Fifty percent) of the Net Sale Proceeds arising from the Project including but not limited to the sale of the Units/sale and/or right to use, as the case may be, of the exclusive terrace as per Plan of any flat/unit / servant quarter/storage area so sanctioned as per Plan as also the Extra Charges and/or Reimbursable Expenses (as defined in **Third Schedule** below). It is further clarified that the Owners' shall be entitled to 37.5% of the net sale proceeds accruing from the sale of vehicle parking spaces / basement/ MLCP/ Mechanical CP, Open Car Parks or as the case may be. **Provided always** that the sinking fund(s) and/or the maintenance deposit(s) and Extra Charges as mentioned in the Fourth Schedule below shall be collected only by the Developer from all the intending Purchasers of all the units within the New Building and shall be kept in deposit by the Developer and all such deposits as aforesaid shall, in due course, be handed over and/or be accounted for (after adjusting all dues of the Developer) to the Association/Maintenance Organization and **Provided further that** all that GST and/or other applicable taxes in respect of unsold stock and/or units, if any, upon obtaining the Completion Certificate



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of the Project by the Developer allotted to the Owners if retained by the Owners or to be sold by the Owners directly, as the case may be, shall be paid by the Owners and/or cause to be paid by the Owners through the intending purchasers of the said spaces as the case maybe and **provided further** that in case any GST or any such taxes is levied in future by the concerned authority on revenue sharing as envisaged in this agreement then, and in such event, the Owners will be liable to pay proportionately all such GST and other taxes as will be applicable and/or attributable to the share of the revenue of the Owners. It is further clarified that (i) only the Deposit, Taxes and Extra Charges as expressly mentioned the Fourth Schedule below shall not be shared between the Parties (and be collected by the Developer only) and (ii) the Owners' Entitlement for the purposes of this Agreement shall mean and include 50% (Fifty percent) all revenue generated from the Project including the Extra Charges and/or Reimbursable Expenses (as defined in the Third Schedule) and renting and/or leasing out of signage space and/or other space. As mentioned above the Owners' entitlement shall be 37.5% of the net sale proceeds accruing from the sale of vehicle parking spaces / basement/ MLCP/ Mechanical CP, Open Car Parks or as the case may be)

**8.16 Said Premises:** shall mean the property more fully described in the **First Schedule** hereunder written or parts thereof as the context so permits.

**8.17 Said Act :** shall mean the Real Estate (Regulation and Development) Act, 2016 as may be amended from time to time and will include the rules made thereunder

**8.18 Plan:** shall mean the plan to be sanctioned by the Municipal authorities concerned and shall include such modifications and/or alterations and/ or revalidations as may be necessary and/or required from time to time and so permitted by the concerned authorities.

**8.19 Parking Spaces:** shall mean the covered, as also the open spaces as also basement/ MLCP/ mechanical CP, if any, in the said New Building whereat four wheeler/two wheeler(s) can be parked;



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**8.20 Project:** shall mean the development of the Said Premises by erection, construction/re-construction and completion of the New Building at the Said Premises pursuant to the Plan for commercial exploitation;

**8.21 Roof:** shall mean and include the ultimate roof (for the time being) of the New Building;

**8.22 Units:** shall mean various saleable spaces/constructed areas in the proposed New Building, be it units, flats, shops, servant quarters, storage spaces, parking spaces, roof(s)/terraces exclusively attached to any unit and so sanctioned or any other area capable of being independently held used occupied enjoyed and transferred for valuable consideration under the relevant laws and shall include the spaces/verandahs attached to any unit/s together with the rights appurtenant thereto;

**8.23 Transferees:** shall mean all the prospective or actual buyers, who may agree to purchase any Unit in the New Building and for all unsold Units, the Developer and the Owners respectively as may be so allocated between them;

## **9. Rules Of Interpretation**

Unless there is something in the subject or context inconsistent therewith:

**9.1** Any reference to a clause or schedule shall be a reference to a clause or schedule in this Agreement. The schedules shall have effect and deemed be construed as an integral part of this agreement.

**9.2** The clause titles or headings appearing in this Agreement are for reference only and shall not affect the construction thereof.

**9.3** Words imparting singular shall include plural and vice versa.

**9.4** Words imparting masculine gender shall include Feminine and Neuter genders - likewise words imparting feminine gender shall include masculine and neuter genders and similarly words imparting Neuter gender shall include masculine and feminine genders.



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REGISTRAR OF ASSURANCES  
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**9.5** All presumptions which may arise in law at variance with the express provisions of this Agreement shall stand rebutted and that no presumptions shall arise adverse to the right, title and interest of Parties under this agreement.

**9.6** Any reference to a statute, statutory provision or subordinate legislation (whether or not specifically named herein) shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.

**9.7** Any reference to this Agreement or any of the provisions thereof includes all amendments and modifications made to this Agreement in writing from time to time in force.

**9.8** If any period is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day. If any time limit pursuant to the provisions of this Agreement falls on a day that is not a business day (i.e. a day on which licensed banks are not open for business) then that time limit shall be deemed to only expire on the next business day.

**9.9** Any reference to writing shall include printing, typing, photocopy scanning and/or any other means of reproducing words in visible form.

**9.10** The terms "hereof", "hereby", "hereto", "hereunder" and similar terms shall refer to this Agreement as a whole.

**9.11** Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.



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9.12 Any reference to a Party is to a party to this Agreement.

9.13 Any reference to singular includes plural and vice-versa.

9.14 Words and phrases have been defined either under the Definition clause and/or by putting them within brackets. Where a word is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.

## 10. Appointment/Commencement, Sanction, Construction And Completion

10.1 The Owners hereby appoint the Developer as the developer of the Said Premises with the right to execute the Project in accordance with and in terms of this Agreement and the Developer hereby accepts the said appointment by the Owners.

10.2 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from the Commencement Date and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stands fulfilled and performed or till this Agreement is terminated in the manner stated in this Agreement.

10.3 The New Buildings shall be constructed in accordance with architectural plans (**Plans**) which will be got prepared by the Developer (after prior written approval of the Owners) through the Architect and the Developer shall submit the same to the concerned authorities for sanction (**Planning Authorities**) and obtain sanction/permission, in the manner mentioned in this Agreement.

10.4 The Developer shall, within 60 (sixty) days from the date of this Agreement, cause the Plans to be prepared by the Architect at its own cost and expenses and thereafter shall present the same to the Owners for their approval. The Owners shall have the right to suggest changes and modifications in the Plans, which the Developer shall incorporate, before submission for sanction as mentioned in Clause 10.5 below and a copy of the Plans as submitted to the Planning Authorities shall be supplied by the Developer to the Owners. If any alteration is desired by the Planning Authorities, the Developer shall intimate the same in writing to the Owners and the Developer shall,



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after consultation and with the prior written approval of the Owners, do the same at its own costs. It is clarified that all actions, steps and permissions/approvals required to be taken as pre-condition of submission and sanction of the Plans shall be taken/obtained by the Developer and the Owners shall have no obligation or liability in this regard. The Developer shall while constructing the New Buildings utilize the full and/or maximum potential FAR available (including additional FAR on account of metro) under the applicable laws from time to time. The decision of the Developer shall prevail over the Owners with respect to the building plans in case of any difference of opinion **provided however that** the aforesaid discretionary decision making powers of the Developer in respect of the Plans shall not extend to matters of FAR consumption and the Developer shall at all times be obligated to utilize the full and/or maximum potential FAR available (including additional FAR on account of metro) under the applicable laws from time to time.

10.5 The Developer shall obtain NOC from the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 within 6<sup>th</sup> September, 2022 with a grace period of 30 (thirty) days. Further, the Developer shall, at its own cost and responsibility, submit the Plans to the Planning Authorities for sanction and shall have the same sanctioned by the Planning Authorities within 4<sup>th</sup> January 2023 with a grace period of 60 days (**Total Sanctioning Time**). Within 7 (seven) days of the Developer getting sanction of the Plans, the Developer supply to the Owners a copy of the Plans sanctioned and further, the Developer shall, in case so required by the Owners, provide photocopies of all documents and receipts evidencing and/or relating to such plans. In the event the Developer is unable to obtain sanction of the Plans within the Total Sanctioning Time, then and in such event the Developer shall pay to the Owners liquidated damages calculated @ Rs.40,000/- (Rupees Forty Thousand) for each day of continuance of the delay with effect from the date of expiry of the Total Sanctioning Time. Further, the Parties expressly agree that in the event the Developer is unable to obtain sanction of the Plans even after the expiry of 6 (six) months from the Total Sanctioning Time (i.e. 5<sup>th</sup> September 2023), the Owners shall, in addition to their right of compensation as mentioned above, also have the absolute right to cancel and terminate this Agreement, and in the event of the Owners exercising such right of termination in the aforesaid circumstances, the Owners shall refund the security deposit amount to the Developer without interest and after adjustment of the liquidated damages payable, if any. It is further clarified that upon termination of this Agreement in the aforesaid circumstances, the Developer shall not have any claim in



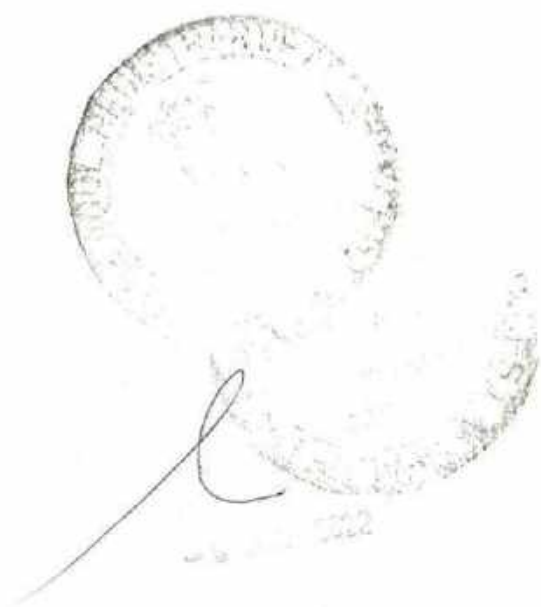
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respect of the Said Premises and/or the Owners. In this regard it has been agreed between the Parties that incase the Developer is unable to obtain sanction of the Plans due to any title related issue concerning the Said Premises and/or due to the Owners being unable to furnish documents related to the Said Premises as requisitioned by the Planning Authorities, then and in such event the Developer shall not be obligated to pay any liquidated damages to the Owners and further the time for obtaining sanction of the Plans shall be automatically extended by the number of days taken by the Owners to cure the title related issue/furnish the required documents for the purpose of obtaining sanction of the Plans.

10.6 For the purpose of carrying out the development in terms of this Agreement, the Owners shall, upon the Developer obtaining sanction of the Plans in terms of this Agreement and upon receipt of Consent from the Pollution Control Board (PCB) (if applicable), and completion of the demolition works, and the Developer abiding with the terms of this agreement induct the Developer as a licensee in respect of the Said Premises. It is expressly clarified that the license granted to the Developer is for the limited purpose of carrying out development on the Said Premises and the continuity of the said license is dependent upon discharge of all obligations on timely basis by the Developer in accordance with the provisions of this Agreement. The Owners' shall vacate the Said Property for commencement of demolition work and construction within 60 days + grace period of 30 days from the date the final sanction of the building Plan is obtained from the statutory authority. In the event the Owners fail to vacate the Said Premises within a maximum time period of 90 days from the date of sanction of final building plans, then and in such event the Owners' shall pay to the Developer liquidated damages calculated @ Rs.40,000/- (Rupees Forty Thousand) for each day of continuance of the delay with effect from the date of expiry 90 days from the date of receipt of final sanction of the building plans till the date the Owners vacate the Said Premises.

10.7The Developer shall introduce demolishing contractors for selection by the Owners. The Owners may select its own demolishing contractors without considering the persons introduced by the Developer. The Developer and the Owners shall jointly monitor and supervise the demolition of all existing structures. The Owners shall ensure that the demolition work is completed within a period of 90 days from the date of commencement of demolition and/or a maximum period of 180 days from the date.



of sanction of the final building Plans. The amounts realized against sale of debris/assets shall, however, be the exclusive entitlement of the Owners.

10.8 Within 30 (thirty) days from the date of completion of the demolition of the existing building on the Said Premises, the Developer shall commence construction of the New Buildings, after obtaining all approvals and permissions for such commencement.

10.9 At all times during construction of the New Buildings, the Owners shall, at its own cost and expenses, be entitled to engage 1 (one) qualified civil engineer and/or architect (**Owners' Consultant**) to review the construction thereof by periodical inspections by prior appointment with the Architect. In case the Owners' Consultant finds any defect or deficiency in construction of any portion of the New Buildings or the quality of materials used therein, he shall within 7 (seven) days inscribe a reasoned comment to such effect in the 'site inspection book' to be kept by the Developer at the site of the New Buildings and the Developer shall, through the Architect verify the authenticity of such comment and in case the same is found to be valid and reasonable by the Architect, the Developer shall cause to be rectified such defect and/or deficiency within 30 (thirty) days of such finding.

10.10 The entire cost of construction of the New Buildings of whatsoever nature shall be borne by the Developer. Such cost shall include the cost of all materials, services, amenities, fittings, fixtures, all overheads regarding construction, price rise in the cost of materials used for construction, labour, fee payable to the Architect and engineers for the purpose of obtaining all permissions, approvals, sanctions, modifications, supervision etc. The Developer shall, by bearing such costs of construction and without creating any financial or other liability on the Owners, construct, erect and complete the New Buildings in accordance with the sanctioned Plans, with such materials and/or Specifications as mentioned in the **Second Schedule** hereunder written and/or such other specifications as may be mutually agreed.

10.11 The Developer shall at its own costs risk and responsibility, construct and/or install and/or make available in the New Buildings, the common areas, amenities and facilities as may be mutually agreed between the Owners and the Developer from time to time (collectively "**Common Portions**").



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10.12 The Developer has supplied to the Owners a construction bar chart (**Construction Bar Chart**) indicating construction milestones, within which each element/aspect of construction shall be completed and the Construction Bar Chart provided by the Developer is contained in the **Fifth Schedule** below. The Developer, subject to force majeure (as defined in Clause 17.1 below), will be under obligation to complete the works as per the said milestones mentioned in the Construction Bar Chart and in case such milestones or any one or more of them are not achieved then, and in such event, the Developer will be liable to pay penalty of Rs. 40,000/- (Rupees Forty Thousand only) per day from the first day of delay/default till the delay/default ends.

Notwithstanding the provision for liquidated damages mentioned in this Clause 10.12, in the event the Developer defaults, fails and/or delays in completing any construction milestone (as specified in the Construction Bar Chart) and such delay exceeds a period of 12 months (i.e. there is a 12 month delay in completing any construction milestones mentioned in the Construction Bar Chart), then without prejudice to the other rights and remedies of the Owners, the Owners shall be entitled to record rescission and repudiation of this Agreement and may at their sole option take over the construction of the New Buildings and complete such construction by appointing a different contractor/developer of their choice. In this regard it is clarified that (1) in the event this Agreement is repudiated by the Owners in the circumstances mentioned in this Clause, then and in such event the Owners shall refund the Security Deposit amount without interest to the Developer only after the completion of construction of the entirety of the Project and after adjustment of the liquidated damages payable to the Owners, if any (2) in the event of the Owners taking over construction of the New Buildings, the Owners shall be absolutely entitled to utilize the Developer's Entitlement in the New Buildings/Project to cover all costs and expenses required for completing the construction of the New Buildings (3) in the event the Developer's Entitlement is not sufficient to cover the costs and expenses required for completing the New Buildings/Project in all respects and to pay any compensation amounts due to the Transferees (if any), then and in such event the Developer shall be obligated to pay/reimburse to the Owners the shortfall sums required for completing the Project/New Buildings and paying any compensation amounts due to the Transferees and further the Owners shall be entitled to withhold the refund of the security deposit amount till such time the Developer makes the required payment of the shortfall sums

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as mentioned hereinabove **and (4)** incase there is any excess amounts remaining in the Developer's Entitlement after meeting the costs and expenses as envisaged hereinabove, then and in such event the Owners shall transfer such excess amounts remaining in the Developer's Entitlement to the account of the Developer.

10.13 Subject to the incidents of Force Majeure mentioned hereunder the development of the Project on the Said Premises by construction of the New Building shall be completed by the Developer at its own costs and expenses **and provided further** that, barring Force Majeure (as defined in Clause 17.1 below), as mentioned in this agreement, the construction of the New Building on the Said Premises shall be completed by the Developer in accordance with the Plans and the mutually agreed Specifications and also with the completion certificate within a period of 48 (forty eight) months + 3 (three) months grace period from the date of the Owners inducting the Developer as a licensee in respect of the Said Premises for the purpose of taking up development and/or construction of the Project in terms of this agreement ("**Completion Time**").

10.14 In case the Owners comply with and/or are ready and willing to carry out the Owners' obligations of having the Said Premises made vacant for construction and after having allowed the Developer to enter upon the Said Premises for the purpose of taking up development and/or construction of the Project in terms of this agreement and the Developer delays, fails and/or neglects to complete the construction of the Project on the Said Premises within the Completion Time as mentioned in Clause 10.13 above, then and in such event the Developer shall pay to the Owners pre-determined liquidated damages of Rs.40,000/- (Rupees Forty Thousand) per day for the delay and in addition to the aforesaid shall be liable to pay all sums of money payable to the Transferees of the Project on account of interest/compensation for such delay. If the aforesaid damages for delay is not paid to the Owners by the Developer, the Owners shall be entitled to adjust/deduct such damages out of the Security Deposit paid by the Developer to the Owners hereunder. The Developer confirms that the said pre-determined liquidated damages have been mutually fixed by the Parties and is just and reasonable and the Developer shall not be entitled to dispute or challenge the same.

10.15 **RERA Registration & Compliances:** The Developer shall take steps for obtaining the registration and/or approval of the Project from the concerned authority



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under the Real Estate (Regulation and Development) Act, 2016 and/or any other applicable real estate law in accordance with law and all costs, charges, expenses, outgoings and fees for the same shall be borne and paid by the Developer. The Owners shall fully co-operate and assist the Developer regarding the above. Save and except for the Owners' responsibility for keeping the title of the Said Premises clear and marketable till the completion of the Project, for the purposes of RERA, the Owners shall not be responsible for any act or omission and it shall be the sole responsibility of the Developer to accomplish all the compliances under RERA. The Developer hereby agrees to indemnify the Owners against all losses/claims, if any, from the Transferees of the Project inter alia arising out of (i) any defect liability claims (ii) any claims in relation to delay in completing the Project on account of Developer and (iii) any other default of the Developer in compliance of its obligations under RERA and/or otherwise.

10.16 Save and except for the circumstances of termination expressly mentioned in this Agreement, this Agreement shall otherwise remain in full force and effect until such time the development work of the Project on the Said Premises is completed within the stipulated period in terms of this agreement in all respect and the monetary consideration and/or the Owners' Entitlement and / or the Developer's Entitlement is fully realized from the sale proceeds received from the allottees of all such Units and/or the possession of the Units as per this Agreement is taken over by the intending allottees and/or retained by the Owners and the Developer as unsold Units, as the case maybe, and the deeds of transfer are duly made and/or executed and registered by the Parties in favour of the intending transferees and such time the management & affairs of the New Building is handed over to the Association / Maintenance Organization of the allottees of the Units in the New Building at the Said Premises.

10.17 The agreement and the rights of the Developer shall remain valid and subsisting at all times unless cancelled in accordance with the terms of this agreement.

### **11. Development, Agreed Sale Price and management of the Said Premises**

A. The Developer shall provide its financial and other required resources, skill and expertise for the purpose of undertaking development of the Project on the Said

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Premises by construction of the New Buildings upon the land of the Said Premises and to incur costs and expenses from time to time in respect of the development of the Said Premises in terms hereof.

B. Regular day to day management will be done by the Developer. The Developer, however, will share with the Owners a signed monthly Project status report with the details of flats and other areas sold or agreed to be sold and the money realized out of the Project.

C. The sale price and business plan for sale of the Units of the Project shall be mutually decided by the Parties and sale shall be made at the same uniform mutually agreed price (**Agreed Sale Price**) which may be mutually revised by the Parties from time to time and which shall be reviewed at least on quarterly basis. In this regard it has been agreed that in case and for any reason whatsoever, the Developer sells any Unit below the Agreed Sale Price, the deficit amount (i.e. difference between Agreed Sale Price and actual sale price of any Unit) will be borne and paid by the Developer.

D. The Developer shall decide the name of the Project. Further, the Project shall be promoted under the joint brand of the Developer Group and any one Group Company of the Owners (which Group name shall be decided by the Owners and communicated to the Developer in due course). In regard to publicity materials it is clarified that (1) all publicity materials at the site of the Project, site hoardings and all brochures of the Project shall specifically mention that the Project is being promoted jointly by the Developer Group and any one Group Company of the Owners and (2) all newspaper advertisements and city hoardings shall specifically mention that the Project is being developed by the Developer Group and any one Group Company of the Owners.

12. **Developer's rights and obligations:**

12.1 The Developer for the purpose of development and completion of the Project in terms of this Agreement is hereby authorized and shall be entitled to as well as be obliged to do act and perform the works as mentioned below and the Developer, the Owners shall grant a registered power of attorney to the nominees of the Developer for carrying out the following works;



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- a) To have a plan sanctioned for construction of building and/or buildings, as may be permissible under the existing municipal and other laws utilizing the permissible floor area ratio and/or the floor space index, as applicable, to the extent possible or any extra floor area ratio, if permitted, at its own costs and expenses.
- b) To apply for and obtain Consents and all other approvals sanctions, and/or permissions as may be necessary and/or required for undertaking development of the Project on the Said Premises including to procure the No Objection Certificate/permission for development / redevelopment of the Said Premises and/or to procure No Objection Certificate (NOC), if required, and/or so applicable from all concerned authorities including Competent Authority constituted under the Urban Land (Ceiling and Regulations) Act 1976.
- c) To cause, if required, survey and soil testing of the land at the Said Premises.
- d) To cause modifications rectifications and revalidations of the Plan sanctioned for the development of the Project on the Said Premises in terms of this Agreement.
- e) To appoint and/or put in place its own professional team and experienced and reputed consultants and contractors for causing development and Completion of the Project on the Said Premises.
- f) To install and/or cause to be installed electricity, water and drainage facility (in case it doesn't exist) to the Said Premises for carrying out the development of the Project on the Said Premises.
- g) To serve such notices and enter into such agreements with statutory undertakings or other companies as may be necessary to install the services.
- h) To construct and complete all such building and/or buildings so sanctioned for construction and development by the concerned authority(ies) at its own costs and expenses, but subject, however, to the terms and conditions, as stated in this agreement.
- i) To calculate, assess and determine and/or cause to be calculated the "Carpet Area" of the Units of the proposed New Building at the Said Premises in consultation with the Architects and in terms of RERA.
- j) To comply and/or procure compliance with, all conditions attaching to the building permission and any other permissions which may be granted during the course of development.
- k) To comply or procure compliance with, all statutes and any enforceable codes of practice of the concerned municipal and/or other authorities affecting the Said Premises or the development thereof.



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- l) To develop the Said Premises under the brand name of the Developer and the Owners.
- m) To advertise the Project on the Said Premises and to fix the name thereof and in this regard the Owners shall be deemed to have given their consent to the Developer to publish appropriate notices/advertisements of the impending development of the Said Premises in the leading newspapers.
- n) To regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents as may be necessary and/or required for the purpose of construction erection and completion of the said New Buildings on the Said Premises.
- o) To remain solely liable and/or responsible for all acts deeds matters and things for undertaking construction of the said New Building in accordance with the Plan within the scheduled time-line under this Agreement and to pay perform and observe all the terms conditions covenants and obligations on the part of the Developer to be paid performed and observed.
- p) To execute and complete the development of the Project on the Said Premises in a good and workmanlike manner with good quality materials as may be recommended by the Architect and/or with such specifications as mentioned in **Second Schedule** hereto.
- q) To keep the Owner saved harmless and indemnified from and against all loss claims suits and proceedings caused due to or arising out of any act of omission and commission on the part of the Developer including compliances to be met under the provisions of the prevailing relevant law(s) for the purpose of and in course of the development of the Project on the Said Premises.
- r) To ensure that periodical meeting (atleast one every quarter) of the parties herein are held) wherein the sale price of the flats/units within the project will be fixed at which the flats/units are to be sold and/or transferred.

12.2 In addition to the obligations of the Developer mentioned in other portions of this Agreement, the principal obligations of the Developer shall be as follows:

- (a) **Completion of construction within Completion Time:** The Developer shall complete the construction of the New Buildings within the Completion Time subject to Force Majeure as defined in Clause 17.1 below.



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- (b) **Completion/Occupancy Certificate:** The Developer shall take steps and obtain at its own costs Completion /Occupancy Certificate within the Completion Time.
- (c) **Compliance with Laws:** The Developer shall execute the Project and make construction of the New Buildings in conformity with the prevailing laws and it shall be the absolute responsibility of the Developer to ensure proper compliance.
- (d) **Involvement of other consultants, etc.:** The Developer shall be responsible for development and construction of the New Buildings and marketing and sale of the Units with the help of the Architects as also all other consultants, professionals, contractors, etc.
- (e) **Specifications:** The Developer shall use building materials as per the specifications mentioned in the **Second Schedule** hereunder written and/or such other specifications as may be mutually agreed.
- (f) **Adherence by Developer:** The Developer has assured the Owners that it shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement.
- (g) **Construction at Developer's Risk, Cost and responsibility:** The Developer shall construct and complete the New Buildings at its own cost and risk. The Developer shall be responsible and liable to all the stake holders in the project including the Government Authorities and/or other authorities concerned and also to the occupants/Transferees/third parties for any loss or for any claim arising from such construction and hereby indemnifies and agrees to keep indemnified the Owners against any claims, losses or damages for any default or failure or breach on the part of the Developer and/or any contractor, entity, body, agency and/or person appointed or designated by the Developer and/or any employees/agents/representatives thereof.
- (h) **Tax Liabilities:** The taxes, levies, duties, etc. in relation to the development and construction of the New Buildings /Project, including sales tax, value added tax, Goods & Services Tax, works contract tax, etc. shall be paid by the Developer. However, the income tax payable by the Owners in relation to the Owners' Entitlement/Owners' share of Sale Proceeds, shall be payable by the Owners.



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(i) **Approvals for Construction:** The Developer shall obtain all approvals required from various Government authorities to commence, execute and complete the Project. The Owners shall fully assist and co-operate with the Developer in this regard and shall sign all documents and papers that may be required for the same.

(j) **Stamp Duty and Registration Fee:** The Developer shall pay and bear the amount of Stamp Duty and the registration fee payable in respect of this Development Agreement and the Power of Attorney granted pursuant hereto.

13. **Owners' rights and obligations:**

13.1 The Owners hereby agree and covenant with the Developer that the Owners shall:-

- a) Sign, execute and register this Agreement.
- b) keep the title of the Said Premises clear and marketable till the completion of the Project .
- c) Allow the Developer to enter upon the Said Premises for the purpose of development and construction of the Project thereon in the manner mentioned in this Agreement.
- d) Sign all papers and documents, as may be required, to enable the Developer to procure the No Objection Certificate/permission for development / redevelopment of the Said Premises and/or to procure No Objection Certificate (NOC), if required, and/or so applicable from all concerned authorities including Competent Authority constituted under the Urban Land (Ceiling and Regulations) Act 1976.
- e) Upon obtaining all the Consents for the development of the Project on the Said Premises to cause to be demolished the existing building and/or structures standing (if any) on the Said Premises and dispose-off the debris. The cost of demolition and the sale proceeds arising thereof shall belong to the Owners.

13.2 The Owner hereby further agree and covenant with the Developer that the Owners, subject to the Developer complying with its obligations as contained in this agreement, shall:



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- a) Not cause any interference and/or hindrance in the development of the Project on the Said Premises.
- b) Not do any act, deed and/or thing whereby the Developer may be prevented and/or deprived from its right and entitlements under this Agreement or subsequent hereto.
- c) render all possible assistance to the Developer to enable the Developer to obtain their consents for the development of the Said Premises.
- d) render and extend all reasonable co-operation, help and assistance to the Developer for the successful completion of the development of the Project on the Said Premises.
- e) grant and/or execute, simultaneously with the execution of this agreement a General Power-of-Attorney in favour of the Developer, to do and perform necessary acts deeds and things necessary for works required to be done for the purpose of the development of the Project on the Said Premises and also for the purpose of signing of the allotment letter in the proposed New Building at the Said Premises. The sale agreements and conveyance deeds of all units however, shall be signed by the Owners and/or the Owners' authorized representative.
- f) sign and execute necessary applications, affidavits, undertakings and other documents as necessary / required from time to time for the purpose to be submitted to the concerned departments / authorities for the development of the Project on the Said Premises (notwithstanding the grant of the aforesaid powers of attorney)
- g) sign and execute necessary deeds and documents for the purpose of transfer of the Units / Saleable Spaces in favour of the Transferees from time to time on Ownership basis.
- h) not do anything in contravention / violation of this Agreement.



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#### **14. Commercial Terms**

14.1 The Net sale proceeds and/or sale consideration to be received on account of the sale value of the flats/units/sale and/or right to use, as the case may be, of the exclusive terrace as per Plan of any flat/unit / servant quarter/storage area so sanctioned as per Plan/ and preferential location charges, if any, and also floor escalation charges, if any, shall be shared in the ratio **50:50** between the Owners and the Developer in the Project and the vehicle parking spaces (basement/ MLCP/ Mechanical CP, Open Car Parks) shall be shared between the Owners and the Developer in the ratio of **37.5%: 62.5%**. The Extra Charges as mentioned in the **Third Schedule** herein below, shall be shared by the Parties in the ratio 50:50. The Owners shall be liable to the Developer and/or directly to the concerned authority, as the case maybe, for payment of GST and/or any other applicable taxes in respect of the unsold units, if any, allotted to the Owners post completion of the Project in terms of this Agreement **and provided always** that the sinking fund(s) and/or the maintenance deposit(s) of any and every nature whatsoever which will be taken and/or be collected by the Developer from all the intending Purchasers of all the units within the New Building shall be kept in deposit by the Developer and shall, in due course, be handed over and/or be accounted for (after adjusting all dues of the Developer) to the Association/Maintenance Organization. In this regard it is expressly clarified that save and except the Deposit, Taxes and Extra Charges as specified in the **Fourth Schedule** below (which shall be collected by the Developer alone), all other revenue collected from the Transferees and/or generated from the Project including renting and/or leasing out of signage space and/or other space shall be shared between the Parties in the ratio of **50:50** (i.e. 50:50 between the Owners and the Developer) and the revenue arising from vehicle parking spaces (basement/ MLCP/ Mechanical CP, Open Car Parks) shall be shared between the Owners and the Developer in the ratio of **37.5%: 62.5%**. In this regard it is clarified that the Developer shall for the purpose of collection of the deposit amounts (specified in the fifth schedule) maintain a separate bank account and transfer the deposits to the association upon formation.

14.2 Sales of the flat/units are to be managed, by the sales agencies/consultants/developer's marketing team to be appointed by the Developer in this regard.



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14.3 An interest free refundable security deposit of **Rs.2,00,00,000/- (Rupees Two Crores) only** (the "**Security Deposit**"), is payable by the Developer to the Owner for the development and construction of the New Building on the Said Premises on or before the execution of this agreement and the Power of Attorney in terms of this agreement in favour of the Developer.

14.4 The Security Deposit sum of Rs. 2,00,00,000/- (Rupees Two Crores Only) shall be refunded by the Owners to the Developer at the time of receipt of the completion certificate by the Developer from the Kolkata Municipal Corporation.

14.5 The Goods & Services Tax relating to development and construction shall be paid by the Developer who shall comply with the applicable provisions regarding the same. The Goods & Services Tax in respect of the sale of the Units to the Transferees shall be payable by the Transferees and shall be collected by the Developer from the Transferees. Applicable TDS shall be deducted from the Owners' Entitlement as mandated by law.

14.6 In case any area and other spaces areas rights and benefits within the Said Premises shall remain unsold after expiry of a period of 6 (six) months from the Completion Time and after the completion certificate is obtained, such unsold area and other spaces areas rights and benefits within the Said Premises shall be divided and allocated to the Owners and the Developer in the ratio in which they have agreed to share the sale proceeds i.e. 50:50 i.e. 50% (fifty percent) of the unsold area (**Owners' Unsold Area**) shall belong exclusively to the Owners and 50% (fifty percent) of the unsold area (**Developer's Unsold Area**) shall belong exclusively to the Developer, and the Developer shall handover the Owners' Unsold Area to the Owners. The unsold area shall be demarcated and divided by the Parties mutually on equitable basis and on the basis of average sale price of the last 3 (three) Units in the Project. In regard to the mechanism for sharing/distribution of the unsold area, it has been agreed between the Parties that (1) the unsold area/Units of similar category/type shall be distributed between the Owners and the Developer by mutual consent and in the proportion as mentioned in this Clause **and** (2) after the aforesaid distribution, the remaining unsold area/Units of divergent category/type shall be shared/distributed between the Owners and the Developer by mutual consent and in the proportion as mentioned in this Clause, failing which the same shall be distributed by lottery



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mechanism. It is clarified that upon the completion of distribution of the unsold area as mentioned above, each party shall be exclusively entitled to the area allotted to it with exclusive possession thereof and with exclusive right to sell, transfer or otherwise deal with and dispose off the same in any manner as it may deem appropriate, without any right, claim or interest therein whatsoever of the other Party.

### **15. Distribution Of Revenue**

- 15.1a) The Developer shall open a separate bank account as required under the said Act, with a scheduled bank acceptable to the Parties ("**RERA Account**") and deposit 100% (one hundred percent) of any and all monies to be received from the Buyers/Purchasers into this RERA Account. All monies paid or payable by prospective buyers (including proceeds receivable on the sale of Units and allotment of car parks in the Project/Building and undivided interest in the said Premises) shall be received by way of cheques/demand drafts/Bank transfer etc. favouring the said RERA Account. No payment shall be received under any arrangement with any prospective buyer other than by way of a cheque or demand draft or bank transfer etc. favouring the said RERA Account.
- b) Immediately and automatically upon any payment being received in the RERA Account, 30% (thirty percent) of each of such payment shall be transferred to a second bank account ("**Free Proceeds Account**"). Standing instructions will be issued to the concerned bank to ensure automatic transfer of funds from the RERA Account to the Free Proceeds Account in the aforesaid manner. The RERA Account and the Free Proceeds Account shall be opened with the same bank.
- c) The remaining 70% (seventy percent) of each of such payment will be transferred from the RERA Account to the Free Proceeds Account in accordance with the provisions of Section 4(2)(I)(D) of the said Act.
- d) The RERA Account and the Free Proceeds Account shall both be escrow accounts and shall be operated by the bank (where this account is held) in its capacity as an escrow agent ("**Escrow Bank**"). The Parties and the Escrow Bank shall enter into an escrow agreement on mutually acceptable terms which will govern the deposit and release of funds from the said RERA Account. It is clarified that the Sale Proceeds and/or money



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received in the Free Proceeds Account shall be distributed between the Parties only by escrow mechanism and accordingly, suitable standing instructions shall be given to the Escrow Bank for disbursement of the Owners' Entitlement to the account of the Owners and the Developer's Entitlement to the account of the Developer.

e) The Developer shall, if required, on the first business day of every fortnight or at a lesser interval period secure certificates from a chartered accountant, an engineer, and an architect as required under RERA along with other documents as may be required in law and provide the same to the Escrow Bank and the Owner. The Escrow Bank shall then transfer the amount from RERA Account on the basis of these documents to the Free Proceeds Account.

f) The Parties will verify and reconcile the accounts in regard to receipt of sale proceeds, deposit thereof to the RERA Account and Free Proceeds Account and transfer of Owners' Entitlement to the Owner and each of them at the end of every three months.

15.2 For all extra construction e.g. Metro FAR benefit or Green Building, the net revenue out of such additional FAR shall also be shared between the parties hereto in the same ratio as mentioned herein provided, however, the Owners shall be liable to pay for the purchase of such additional FAR only to the extent such additional FAR is consumed. It is clarified and agreed that the Owners will be liable to pay only for the cost of purchase of such additional FAR but shall not be liable for the payment of sanction fee (i.e. fee payable under rule 69 A of the Building Rules of the Kolkata Municipal Act relating to additional FAR) which sanction fee shall be payable by the Developer. The amounts payable by the Owners shall, however, be paid by the Developer at the first instance and shall be recovered and/or deducted from out of the entitlement of sale proceeds of the Owners from the units within the Project. A sum equivalent to 75% of each of the Owners' Entitlements' will be immediately reimbursed by the Owners' to the Developer till such time the entire fee payable under Rule 69A of the Building Rules is reimbursed by the Owners' to the Developer.

15.3 The applicable GST and marketing costs shall be deducted from the collections received in the Free Proceeds Account and thereafter automatically transferred to two Sub Accounts, being the GST Sub Account and the Marketing Sub Account and



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thereafter the balance of the collections shall be distributed between the Parties in the manner mentioned hereinabove. The aforesaid Sub Accounts (i.e. the GST Sub Account and the Marketing Sub Account) shall be managed by the Developer and all GST related payments and marketing expenses shall be made by the Developer from the GST Sub Account and the Marketing Sub Account, respectively.

15.4 As mentioned in Clause 15.1(d) above, the Sales Proceeds and/or money received in the Free Proceeds Account shall be distributed between the Parties only by escrow mechanism and accordingly, suitable standing instructions shall be given to the Escrow Bank for disbursement of the amounts as follows:

- a) 4.762% of the money received in the Free Proceeds account to GST Sub Account
- b) 0.952% of the money received in the Free Proceeds account to Marketing Sub Account
- c) 46.672% of the money received in the Free Proceeds account to Owners' account. This percentage has been arrived at after deducting TDS from the Owners' entitlement at the current TDS rate.
- d) Balance money in the Free Proceeds account may be used by the Developer for the purposes defined in the agreement.

15.5 The accounts will be reconciled at the end of every month and if it is found that any Party has received less than its entitlement as mentioned in this Agreement, then the difference amount payable to such Party shall be paid by the other Party within 7 days.

#### **16. Tax Liability**

The Parties shall be liable to make payment of their respective tax liabilities of any and all nature. The Owner shall, however, bear the entire municipal rates and taxes in respect of the Said Premises up to the date of the Owners inducting the Developer as a licensee in respect of the Said Premises after completion of the demolition work and thereafter till the date of grant of the Completion/Occupancy Certificate the same shall be paid and discharged by the Developer. The municipal tax liability will be deemed to be part of the Construction Cost till the completion of the Project.

#### **17. Force Majeure**

17.1 The Parties shall not be regarded in breach of any of the terms and conditions herein contained and for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement caused by

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neither of the Parties if prevented by any one or more of any of the following Force Majeure events:

I. war (declared or warlike restrictions imposed), civil commotion, terrorist action, litigation, bandh, armed conflict, riots, curfew, acts of government, natural calamity(ies), epidemic, pandemic such as Covid 19, lock downs, as be so declared by the government or similar such eventuality not occasioned at the instance or due any laches, negligence, omission or act of the Party committing the default;

II. any judgment / injunction / interim order and/or any other order of or any restriction(s) imposed by any court of competent jurisdiction and/or by any statutory authority and/or by any Governmental Authority not occasioned at the instance or due any laches, negligence, omission or act of the Party committing the default;

III. any notice, order, rule or notification of/from/by the government and/or any other public / competent / statutory authority and/or any court and/or municipal and other authorities and/or any Governmental Authority and/or central and/or state government directing closure of all construction activity not occasioned at the instance or due any laches, negligence, omission or act of the Party committing the default;

However, on happening of any of the events of Force Majeure (as mentioned above), the concerned Party shall immediately inform the other Party in writing. It is clarified that any extension of time and/or dates to be given to the Parties for complying with their respective obligations as envisaged in this Agreement, on account of circumstances of Force Majeure arising due to Pandemic, shall be calculated based on the complete lockdown days notified by the State Government (during which days construction work is not possible) or extension time granted by the Real Estate Regulatory Authority (RERA), whichever number of days of extension is more. It is further clarified that Instances like local trouble created by people and/or closure of work by Police for reasons attributable to the Developer, such as, accidents, unauthorized construction, stocking of materials, not following safety measures, accidents at Site, demonstrations, etc. will not be considered as a Force Majeure event.

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- 9 JUN 2022



17.2 **Saving Due to Force Majeure:** If either Party is delayed in or prevented from performing any of their/its obligations under this Agreement by any event of Force Majeure, such Party shall be deemed not to have defaulted in the performance of their/its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly.

### **18. Scheme for maintenance**

18.1 After completion of the New Buildings at the Said Premises the Developer shall cause the formation of an Association/ Maintenance Organization for the purpose of management of the Common Areas And Installation and/or for Common Expenses of the Said New Buildings at the Said Premises and for the Common Purposes and the Owners shall cooperate with the Developer fully and shall also sign all documents and papers necessary for this purpose. All the Transferees of Units/saleable spaces in the New Buildings at the Said Premises shall be required to become member of such Association / Maintenance Company and shall pay proportionately or wholly, as the case may be, their respective share of maintenance charges at the rate as may be fixed by the Association / Maintenance Organization.

18.2 Until formation of such Association/Maintenance Organization (which shall be formed by the Developer in the time-frame required by RERA), the Developer shall look after the maintenance work of the New Buildings at the Said Premises at its costs and all the Transferees of Units/saleable spaces in the New Building at the Said Premises shall pay proportionate maintenance charges to the Developer.

18.3 All deposits (sinking fund, maintenance deposit, corpus deposit, if any) shall be received by the Developer at the first instance and shall be transferred to the Association on its formation.

### **19. Default/Termination:**

19.1 If the development of the Said Premises is not taken up by the Developer due to any reason whatsoever within 90 days from the date of the Developer being inducted as licensee in respect of the said Premises, the Developer will be at default then, and in such event, the Owners shall have the right to terminate the agreement. In the



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event this Agreement is terminated by the Owners in the circumstances mentioned in this Clause, then and in such event the Owners shall, after adjustment of the liquidated damages payable (if any), refund the Security Deposit without interest to the Developer and simultaneous upon such refund this agreement shall stand automatically terminated.

19.2 If at any time hereafter, it shall appear that any of the Parties hereto have failed to carry out its obligations under this Agreement, within the stipulated time frame, if any, specified in this Agreement then, and in such event, the Party which may allege the default shall bring the same to the notice of the other Party in writing for giving the other Party reasonable opportunity of 30 days, from the date of receipt of the notice in writing, to remedy the breach and in case the Party who is alleging default is not satisfied with the explanation, then, and in such event, the Party not at fault shall be entitled to rectify the fault of the defaulting party either on its own or through any agency as may be so decided by the Party not at fault, at the costs and expenses of the Party in default. The Party alleging default shall also be entitled to claim all loss and damage suffered by such party from the defaulting Party without prejudice to other rights hereunder and in such case the matter shall be referred to the Arbitrator for arbitration.

19.3 In case the Owner comply with and/or are ready and willing to carry out the Owners' obligations as stated in this Agreement and/or otherwise and the Developer fails and/or neglects to complete the construction of the Project on the Said Premises within the stipulated period including grace period as mentioned in this Agreement then, and in such event, the Developer shall be liable to pay to the Owners a sum of Rs. 40,000/- (Rupees Forty Thousand- Only)/- per day of delay as pre-determined compensation to the Owners. In this regard it is clarified that in the event there is any delay in obtaining sanction of the Plans and/or there is delay in completing any particular construction milestone (as specified in the Fifth Schedule below) but the Developer completes the construction of the New Buildings/Project within the Completion Time as mentioned in Clause 10.13 above, then no amount of liquidated damages, as aforesaid, shall become payable by the Developer to the Owners.

19.4 In case the Developer complies with and/or is ready and willing to carry out the Developer's obligations as stated in this Agreement, but the Owners fail to keep their title to the Said Premises clear and marketable consequent to which any



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court/statutory authority passes any adverse decree or order whereby the Developer is restrained from making construction upon the Said Premises and/or selling the units/flats comprised in the Said Premises, then and in such event the Owners shall be liable to pay to the Developer a sum of Rs. 40,000/- (Rupees Forty Thousand-Only)/- per day as pre-determined compensation till such time the aforesaid adverse decree or order is not vacated. In this regard it is clarified that in the event there is any adverse decree or order on account of the Owners as envisaged in this Clause but the Developer completes the construction of the New Buildings/Project within the Completion Time as mentioned in Clause 10.13 above, then no amount of liquidated damages, as aforesaid, shall become payable by the Owners to the Developer.

19.5 Save due to the circumstances and in the manner mentioned expressly mentioned in this Agreement, none of the Parties shall be entitled to cancel or rescind this Agreement without recourse to first conciliation by Sri Vinod Dugar son of Sri Sundar Lal Dugar and then arbitration, in which forum it shall be decided whether this Agreement should be cancelled due to breach/violation of the terms hereof or whether damages and mesne profit shall be awarded to compensate for such breach/violation. This shall however not prejudice the right of the Owners to receive the liquidated damages/compensation specified in this Agreement.

## **20. Assignment**

The Developer hereby agrees and covenants with the Owners not to transfer and/or assign the benefits of this Agreement or any portion thereof, without the prior consent in writing of the Owners and any assignment or transfer without such prior written consent shall result in termination of this Agreement at the option of the Owners and make the Owners entitled to claim for damage and compensation from the Developer. Notwithstanding the above, the Owners shall, only with the written consent of the Developer, be entitled to entrust and assign their rights under this Agreement to anybody provided the rights of the Developer under this Agreement are not prejudicially affected.

## **21. Indemnity**

### **21.1 By the Developer:**



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(ii) All contracts and agreements entered into by the Developer pursuant to this Agreement shall be contracts or agreements between the Developer as principal and the respective third parties and the Owners shall have no obligation or liability under them.

22.2 **Non Waiver** : Any delay tolerated and/or indulgence shown by any of the Parties in enforcing the terms and conditions herein mentioned or any tolerance shown shall not be treated or constructed as a waiver of any breach nor shall the same in any way prejudicially affect the rights of the respective Party.

22.3 **Entire Agreement**: This Agreement supersedes all document and/or writing and/or correspondence exchanged between the Parties hereto. Any addition alteration or amendment to any of the terms mentioned herein shall not be capable of being enforced by any of the Parties unless the same is recorded in writing and signed by the Parties herein.

22.4 **Documentation**: The format of agreement(s), deed(s) and document(s) for sale and transfer of Units/ saleable spaces shall be prepared / drafted by the Advocates of the Developer and will be approved by the Advocates of the Owners.

22.5 **Legal Fees**: The fees payable to the Advocate for all documents for and in connection with the execution and development of the Project on the Said Premises shall be borne and paid by the Developer and the Owners shall not be liable to pay anything on this account.

22.6 **Notices**: Notices, demands or other communications required or permitted to be given or made hereunder shall be deemed to have been duly given or served on it if sent either by Speed Post or Registered Post at their respective addresses mentioned herein before or at such other contact details as the Parties may inform from time to time by notice in writing to each other.

22.7 **Time Is of Essence**: Time shall be the essence as regards the provisions of this Agreement, both as regards the time and period mentioned herein and as regards any times or periods which may, by agreement in writing between the parties be substituted for them.



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OFFICE OF THE SECRETARY  
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22.8 **Partial Invalidity:** If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

22.9 **Legal Advice:** Each Party has taken and shall take their own legal advice with regard to this agreement and/or for all acts to be done in pursuance whereof and the other Party shall not be responsible for the same.

22.10 **Permissive Possession:** The Owners in terms of the Development Agreement has only allowed the Developer to enter upon the Said Premises for the purpose of undertaking development thereof and as such nothing should be construed that the possession of the said Premises is being given or intended to be given by the Owners to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act 1972 read with Section 2 (47)(v) of the Income Tax Act 1961.

### **23. Dispute Settlement And Jurisdiction**

23.1 In the event of any disputes or differences between the Parties arising out of this Agreement or any part thereof, the Parties shall first try to resolve or amicably settle the same through mutual discussions, negotiations, mediation and conciliation through Sri Vinod Dugar son of Sri Sundar Lal Dugar. Disputes which cannot be settled amicably within a period of 60 (sixty) days of the date of notice thereof by one party to the other, shall finally be referred to arbitration in accordance with the provisions of The Arbitration and Conciliation Act, 1996, to a Sole Arbitrator, if the Parties can agree upon one, failing which the Sole Arbitrator shall be appointed in terms of the Arbitration and Conciliation Act, 1996 as amended up to date. The Arbitrator's remuneration shall be a consolidated sum as then agreed between the Parties and the Arbitrator prior to commencement of the reference. The Arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996, or the rules thereunder as amended up to date. The place of arbitration and the venue of the



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-9 JUN 2022

Arbitral meetings shall always be at Kolkata and the language of Arbitration shall always be English.

23.2 The Parties agree to abide by the awards and/or directions of the arbitrator/s and not to challenge or dispute the same in any manner whatsoever or howsoever.

23.3 The Courts at Kolkata only shall have exclusive jurisdiction to entertain, try and determine all proceedings, actions, arising out of these presents between the parties hereto.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(SAID PREMISES)**

**ALL THAT** the land measuring 3, (three) Bighas, 19 (nineteen) *cottahs*, more or less **together with** several dwelling units consisting of an old main building and outhouses standing thereon, aggregating to a total area of 9535, sq.ft, more or less, situate, lying at and being Municipal Premises No. 96, Moulana Abul Kalam Azad Sarani (formerly known as Narkeldanga Main Road), Police Station Phoolbagan, P.O. Phoolbagan, Kolkata - 700054 within the limits of Ward No. 31 of the Kolkata Municipal Corporation, Sub-Registry Office Sealdah with in District 24 Parganas North, , delineated and demarcated on the **Plan** annexed hereto and bordered in color **Red** thereon and butted and bounded as follows:

<b>On the North</b>	<b>:</b>	By Premises No 95/4, Shiv Krishna Daw Lane.
<b>On the East</b>	<b>:</b>	By Partly by Premises no 95, Moulana Abul Kalam Azad Sarani and partly by premises no 96B, Moulana Abul Kalam Azad Sarani.
<b>On the South</b>	<b>:</b>	By 18.69 meter wide Moulana Abul Kalam Azad Sarani
<b>On the West</b>	<b>:</b>	By Shiv Krishna Daw Lane

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SERVICES  
CANADA  
19 JUN 2009



### Bed Rooms

Floor	Imported Marble
Wall & Ceiling	Putty
Window	Powder coated aluminium windows
Door Frame	SAL wood or Engineered Frame
Door Shutter	Commercial face flush door shutter, as per IS Code
Electrical items	Modular type switches: Legrand, Schneider or equivalent. AC point, TV point, Internet Point and Phone point

### Kitchen

Floor	Anti Skid Vitrified Tile.
Wall & Ceiling	Dado Tile upto 2 feet above Kitchen Counter, Remaining wall and ceiling with Putty
Window	Powder coated aluminium windows
Door Frame	SAL wood or Engineered Frame
Door Shutter	Commercial face flush door shutter raw as per IS Code
Electrical items	Modular type switches: Legrand, Schneider or equivalent. 6A/16A power point to be provided for Refrigerator, Chimney, Induction, Water purifier etc.
Sink	SS Sink with Drain Board
CP Fitting	Sink Mixer in Kitchen Sink. Brands: Artize, Kohler, Grohe, Hansgrohe or equivalent.
Counter Top	Granite Top



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### Toilets

Floor	Anti Skid Vitrified Tile.
Wall Dado	Glazed Tile upto 7 feet height.
Wall & Ceiling	Putty above 7 feet height.
Window	Aluminium windows
Door Frame	SAL wood or Engineered Frame
Door Shutter	Commercial face flush door shutter ,as per IS Code
Sanitary ware	Wall Hung EWC with Concealed Cistern, Counter Sunk Wash Basin. Brands: Kohler, ROCA, TOTO, Duravit or equivalent.
CP Fitting	Hot & Cold Arrangement for basin and showe area, Health Faucet. Brands: GROHE, Hansgrohe, Kohler or equivalent.
Plumbing line	Hot and Cold line in Wash Basin & Shower.
Pressure Pump	Point shall be provided.
Geyser	Point shall be provided.
Electrical	Modular type switches: Legrand, Schneider or equivalent.
Exhaust Fan	Point shall be provided.



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- 9 JUN 2022

<b>Servant Room &amp; Toilet</b>	
Floor	Ceramic Tile.
Wall Dado	Glazed ceramic in toilet upto 7 feet height.
Wall & Ceiling	Putty for plastered surface.
Window	Aluminium window as per approved drawing.
Door Frame	Sal wood / Engineered Frame.
Door Shutter	Flush door shutter with raw commercial face
Sanitary ware	Hindware / Cera / Parryware or equivalent.
CP Fitting	ESSCO / Parryware or equivalent.
Exhaust Fan	Point provision.

<b>Balcony/Terrace</b>	
Floor	Anti-skid vitrified tiles
Railing	Railings as per architectural drawing

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(Shared EXTRA CHARGES)**

SHARED EXTRA CHARGES which will be shared between Owners and Developer in 50:50 ratio

1. Transformer & Electricity Charges
2. DG Charges



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- 9 JUN 2022

3. CESC Service charges which is part of the cost which is recovered from the buyers as per actuals as per CESC bill.
4. Club & Amenities Charges
5. Preferential Location Charges, Floor rise charges which may be charged to the flat purchaser
7. Any other charge save those mentioned in the fifth schedule

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

(EXTRA CHARGES WHICH WILL NOT BE SHARED, SUCH AS DEPOSITS/  
REIMBURSABLE EXPENSES/TAXES)

1. Mutation Charges which are charged from the apartment buyers.
2. Legal Charges on per flat basis & Documentation Charges paid to the Lawyer
3. Charges for Formation of Association for Maintenance.
4. All Deposits which will be transferred to the Association. (Sinking Fund, Maintenance Deposit, KMC Tax Deposit, CESC Deposit for common meter as well as apartment meter etc)
5. GST collected from intending flat purchasers as per the applicable law
6. Air-Conditioning of the apartments if Developer provides additionally as part of the specifications, the Developer may charge extra and it will accrue only to the Developers

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**(Construction Bar Chart)**

Start of Construction				
No. of Days from Start of Construction	No. of days for Activity	ACTIVITY/ EVENT	Grace days for Activity	TOTAL DAYS from Start of Construction
90	90	Demolition		90
270	180	Foundation upto Pile Cap	90	360

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450	180	Completion of Basement	90	630
630	180	Completion of Super Structure till 6th floor	30	840
810	180	Completion of Super Structure till 12th Floor	30	1050
990	180	Completion of Super Structure till Roof	30	1260
1290	300	Finishing Including Completion Certificate	90	1650
<b>Total Days</b>	<b>1290</b>		360	
		On Schedule Construction Delivery	3.53	years
		Construction Delivery with Grace Period	4.52	years

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2022 JUN 8





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

**EXECUTED AND DELIVERED** by

the above named **OWNERS**

at Kolkata in the presence of:

1. Pradip Aggarwala  
B6-22, KRISHNAPUR,  
KOLKATA-700102
2. Amit Mr. Bhasinghla,  
AF 365, Honeypara,  
Kestopur, Kolkata-700102

Sarla Tanti  
Laxmi Tanti  
Anita Tanti  
Harshvardhan Tanti

**EXECUTED AND DELIVERED** by

the above named **DEVELOPER**

at Kolkata in the presence of:

1. Pradip Aggarwala
2. Amit Mr. Bhasinghla

**TAMOPHA BUILCON LLP**

Arun Kumar  
Designated Partner

Drafted By:

C.P. Kakarania

C.P. Kakarania  
Advocate,  
High Court, Calcutta,  
WB/572/1987

Handwritten signature: *[Signature]*

Stamp: *[Faint circular stamp]*

Stamp: *[Rectangular stamp with date]*  
- 8 JUN 2022

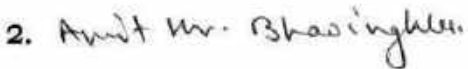
**MEMO OF CONSIDERATION**

Date	RTGS No.	In Favour of	Drawn on	Amount (Rs.)
06/06/22	FDRLR52022060600697280	Mrs. Sarla Tantia	Federal Bank	50,00,000.00
06/06/22	FDRLR52022060600697057	Mrs. Anita Tantia	Federal Bank	50,00,000.00
06/06/22	FDRLR52022060600697476	Mrs. Laxmi Tantia	Federal Bank	50,00,000.00
06/06/22	FDRLR52022060600697569	Mr. Harshvardhan Tantia	Federal Bank	50,00,000.00
<b>TOTAL</b>				<b>2,00,00,000.00</b>

**(Rupees Two Crore Only) only**

**WITNESSES:**

1. 

2. 

Sarla Tantia  
Laxmi Tantia



Anita Tantia

Harshvardhan Tantia



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- 9 JUN 2022

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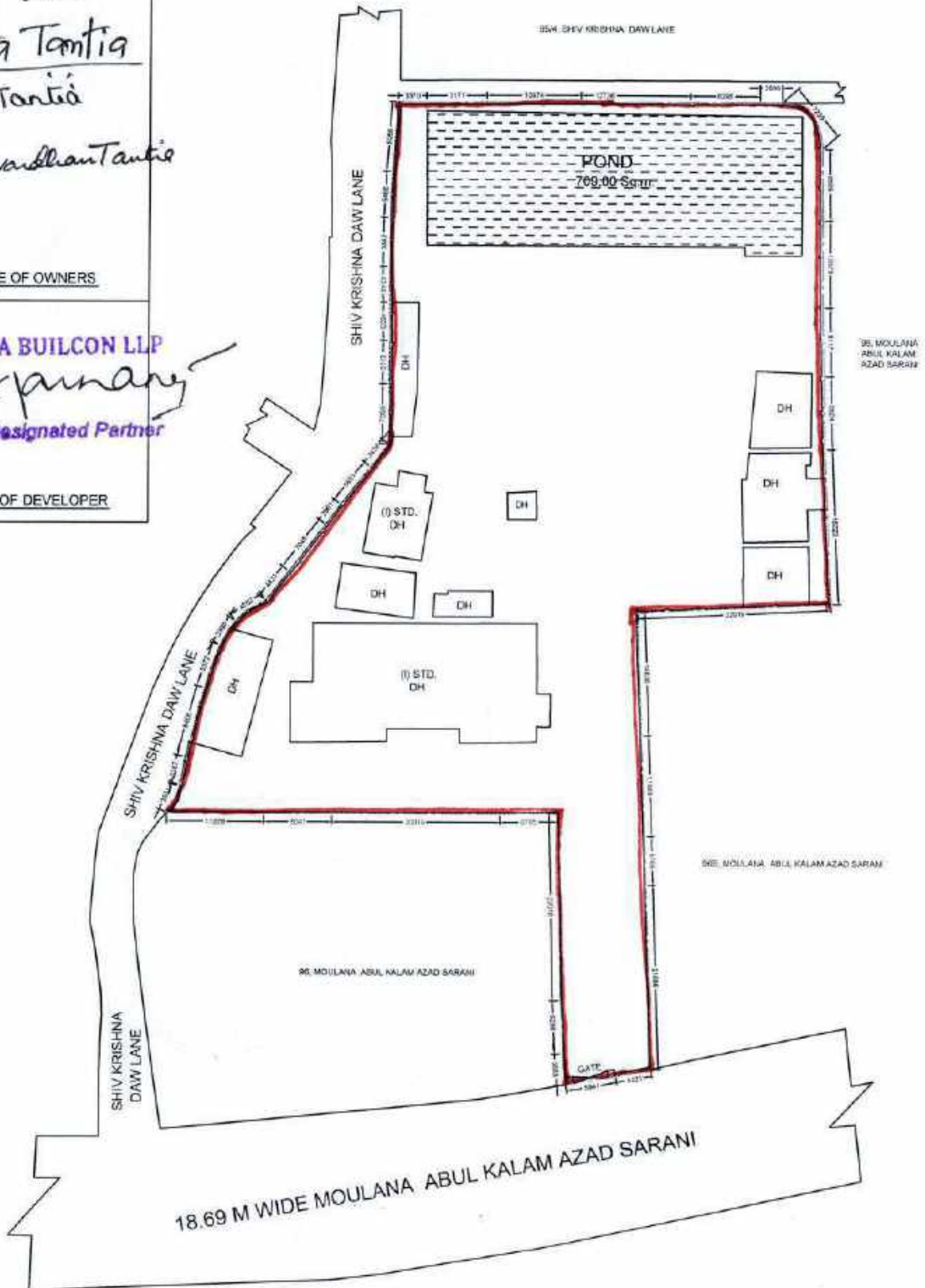
Sarla Tanti  
Anita Tanti  
Laxmi Tanti  
Harshvardhan Tanti

SIGNATURE OF OWNERS

TAMOPAHA BUILCON LLP

*Axay Kumar*  
Designated Partner

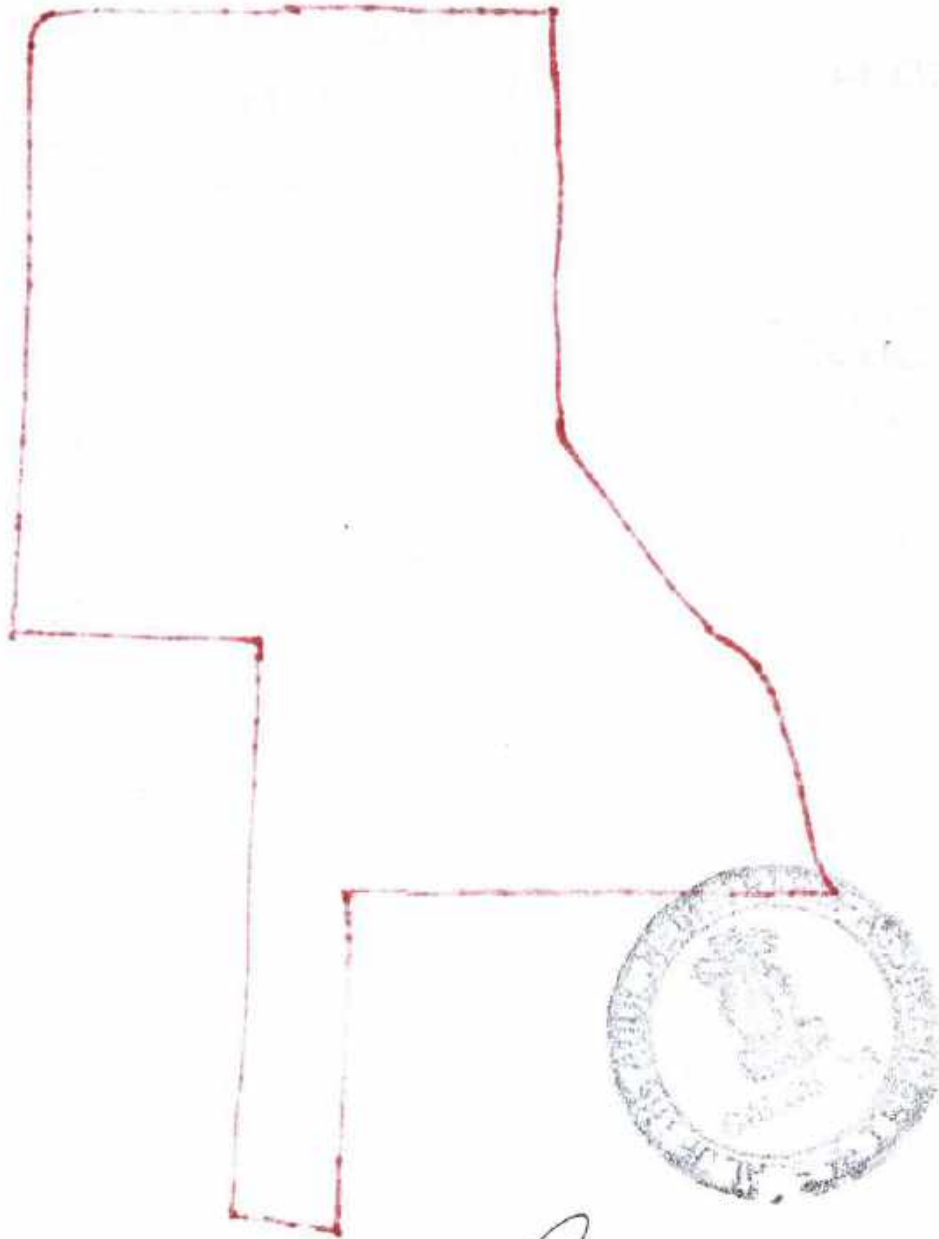
SIGNATURE OF DEVELOPER



AREA OF LAND- 3 BIGHA 19 KATTHA (MORE OR LESS)

PLAN OF PREMISES NO. 96, MOULANA ABUL KALAM AZAD SARANI (FORMERLY KNOWN AS 96, NARKELDANGA MAIN ROAD), KOLKATA- 700054, P.S- PHOOLBAGAN, WARD NO.- 31, BOROUGH III, UNDER KOLKATA MUNICIPAL CORPORATION.





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ADDITIONAL REGISTRAR  
OF ANJANAGUHI, KOLKATA  
- 9 JUN 2022

## FORM FOR EXECUTION & FINGER PRINTS












NAME :

EXECUTION & SIGNATURE Sarla Tantiq	EXECUTION & SIGNATURE		 Little	 Ring	 Middle	 Fore	 Thumb
	(LEFT HAND)						
	Description :- Status :-	 Thumb	 Fore	 Middle	 Ring	 Little	(RIGHT HAND)

NAME :

EXECUTION & SIGNATURE Anita Tantiq	EXECUTION & SIGNATURE		 Little	 Ring	 Middle	 Fore	 Thumb
	(LEFT HAND)						
	Description :- Status :-	 Thumb	 Fore	 Middle	 Ring	 Little	(RIGHT HAND)

NAME :

EXECUTION & SIGNATURE Laxmi Tantiq	EXECUTION & SIGNATURE		 Little	 Ring	 Middle	 Fore	 Thumb
	(LEFT HAND)						
	Description :- Status :-	 Thumb	 Fore	 Middle	 Ring	 Little	(RIGHT HAND)














ADDITIONAL REGISTRAR  
OF COMPANIES, INDIA  
- 9 JUN 2022














# FORM FOR EXECUTION & FINGER PRINTS






NAME :

EXECUTION & SIGNATURE <i>Harshvardhan Tanti</i>		 Little	 Ring	 Middle	 Fore	 Thumb
	( LEFT HAND )					
	Description :- Status :-	 Thumb	 Fore	 Middle	 Ring	 Little
( RIGHT HAND )						

NAME :

EXECUTION & SIGNATURE <i>Ajay Punjani</i>		 Little	 Ring	 Middle	 Fore	 Thumb
	( LEFT HAND )					
	Description :- Status :-	 Thumb	 Fore	 Middle	 Ring	 Little
( RIGHT HAND )						

NAME :

EXECUTION & SIGNATURE						
	( LEFT HAND )					
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( RIGHT HAND )						



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OF AGRICULTURE, KENYA  
9 JUN 2022



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

GRN Details

GRN: 192022230045883068  
GRN Date: 08/06/2022 19:37:40  
BRN : 0317474355017  
Gateway Ref ID: 0417728253  
Payment Status: Successful  
Payment Mode: Online Payment (SBI Epay)  
Bank/Gateway: SBIEpay Payment Gateway  
BRN Date: 08/06/2022 19:43:25  
Method: ICICI Bank - Corporate NB  
Payment Ref. No: 2001636740/3/2022  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: Tamopaha Bulcon LLP  
Address: 1, Lu Shun Sarani, Kolkata - 7  
Mobile: 9903965555  
Email: amit@nprgroup.in  
Depositor Status: Buyer/Claimants  
Query No: 2001636740  
Applicant's Name: Mrs Nikita Khaitan  
Identification No: 2001636740/3/2022  
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001636740/3/2022	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2001636740/3/2022	Property Registration- Registration Fees	0030-03-104-001-16	200021
<b>Total</b>				<b>275042</b>

IN WORDS: TWO LAKH SEVENTY FIVE THOUSAND FORTY TWO ONLY.



APPROVED REGISTERED  
OFFICE  
- 8 JUN 2022









Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - I KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19012001636740/2022







I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mrs Sarla Tantia 96, Narkeldanga Main Road, City:- Not Specified, P.O:- Phoolbagan, P.S:- Phool Bagan, District:- South 24-Parganas, West Bengal, India, PIN:- 700054	Land Lord		3922 	Sarla Tantia 9.6.22
2	Mrs Anita Tantia 96, Narkeldanga Main Road, City:- Not Specified, P.O:- Phoolbagan, P.S:- Phool Bagan, District:- South 24-Parganas, West Bengal, India, PIN:- 700054	Land Lord		3923 	Anita Tantia 9/6/2022
3	Mrs Laxmi Tantia 96, Narkeldanga Main Road, City:- Not Specified, P.O:- Phoolbagan, P.S:- Phool Bagan, District:- South 24-Parganas, West Bengal, India, PIN:- 700054	Land Lord		3924 	Laxmi Tantia 9.6.22



~~ADDRESS OF REGISTRAR  
OF ...  
- 8 JULY 2022~~

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Mr Harshvardhan Tantia 96, Narkeldanga Main Road, City:- Not Specified, P.O:- Phoolbagan, P.S:-Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN:- 700054	Land Lord		3925 	Harshvardhan Tantia 9/6/22
5	Mr Anant Nathany 1, Lu Shun Sarani, Todi Mansion, 9th Floor, City:- Not Specified. P.O:- C R Avenue, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700073	Representative of Developer [Tamopaha Bulcon LLP]		3921 	Anant Nathany 09/06/22
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Pravat Kumar Bera Son of Mr Rabindranath Bera Mahisagote, City:- Not Specified, P.O:- Mahisagote, P.S:- Contai, District:- Purba Midnapore, West Bengal, India, PIN:- 721401	Mrs Sarla Tantia, Mrs Anita Tantia, Mrs Laxmi Tantia, Mr Harshvardhan Tantia, Mr Anant Nathany		3926 	Pravat Kr. Bera 09.06.2022

(Pradipta Kishore Guna)  
ADDITIONAL REGISTRAR  
OF ASSURANCE  
OFFICE OF THE A.R.A. - I  
KOLKATA  
Kolkata, West Bengal

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Handwritten signature: *[Signature]*  
REGISTRAR  
OF  
- 9 JUN 2012



**TAMOPAHA BUILCON LLP**

REGD. OFFICE: 1, LU SHUN SARANI, TODI MANSION 9TH FLOOR KOLKATA 700073

LLPIN: AAO-8036, CONTACT NO. 033 22377202, E-MAIL: [accounts@nprgroup.in](mailto:accounts@nprgroup.in)

**CERTIFIED COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE PARTNERS OF TAMOPAHA BUILCON LLP HELD ON MONDAY, 6<sup>TH</sup> JUNE, 2022, AT ITS REGISTERED OFFICE AT 1, LU SHUN SARANI, TODI MANSION, 9<sup>TH</sup> FLOOR, KOLKATA 700073, AT 10.30 A.M.**

**AUTHORITY TO SIGN & EXECUTE THE DEVELOPMENT AGREEMENT.**

**"RESOLVED THAT** consent of the Partners be and is hereby accorded to enter into a Development Agreement with 1) Mrs. Sarla Tantia, (2) Mrs. Anita Tantia, (3) Mrs. Laxmi Tantia, (4) Mr. Harshvardhan Tantia, (hereinafter collectively referred to as "Owners") for developing the property at Municipal Premises No. 96, Narkeldanga Main Road, Police Station Phoolbagan, Kolkata - 700054 (hereinafter referred to as the "said Premises", morefully described in the Development Agreement) by construction of residential building/s on the Said Premises with car parking spaces, amenities and facilities (hereinafter "the Project") on such terms and conditions as is morefully described in the Development Agreement.

**FURTHER RESOLVED THAT** the Development Agreement being duly circulated amongst the Partners and initiated by the Chairperson for the purpose of identification, be and is hereby approved.

**FURTHER RESOLVED THAT** both the Designated Partners: viz: (i) Mr. Rishi Todi (DPIN-00590337); & (ii) Mr. Anant Nathany (DPIN: 00690189), be and are hereby authorised to sign, execute and finalize the Development Agreement and to take all such steps and to perform all such acts and things as he deems fit and proper and to sign all the necessary documents, papers, etc. for giving effect to the above resolution.

**FURTHER RESOLVED THAT** any one of the Designated Partners of the LLP be and is hereby authorised to issue the certified copy of the above resolution as and when required."

CERTIFIED TO BE TRUE COPY

TAMOPAHA BUILCON LLP

  
Designated Partner

DPIN-00590337

TAMOPAHA BUILCON LLP

  
Designated Partner

DPIN-00690189





@@@@@@@@@@@@@@@@@@@@  
DATED THIS 9<sup>th</sup> DAY OF JUNE 2022  
@@@@@@@@@@@@@@@@@@@@

**BETWEEN**

**SARLA TANTIA & ORS**

**.....OWNERS**

**AND**

**TAMOPAHA BUILCON LLP**

**....DEVELOPER**

**DEVELOPMENT AGREEMENT**

**MR. C. P. KAKARANIA**

Advocate,  
10, Old Post Office Street,  
Room No. 96, 3<sup>rd</sup> floor  
Kolkata-700001

## Major Information of the Deed

Deed No :	I-1901-05220/2022	Date of Registration	11/06/2022
Query No / Year	1901-2001636740/2022	Office where deed is registered	
Query Date	01/06/2022 1:04:40 PM	A.R.A. - I KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Nikita Khaitan 10, Old Post Office Street, 3rd Floor, Room No. 96, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9831482473, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,00,00,000/-]		
Set Forth value	Market Value		
	Rs. 47,40,66,745/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,031/- (Article:48(g))	Rs. 2,00,105/- (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:- Phool Bagan, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Narkeldanga Main Road, Road Zone : (Adjacent To E M By Pass -- Adjacent To E M By Pass) , , Premises No: 96, , Ward No: 031 Pin Code : 700054

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	3 Bigha 19 Katha		46,80,08,655/-	Property is on Road
<b>Grand Total :</b>				<b>130.35Dec</b>	<b>0 /-</b>	<b>4680,08,655 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	932 Sq Ft.	0/-	5,81,917/-	Structure Type: Structure
Gr. Floor, Area of floor : 932 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 20 Years, Roof Type: Pucca, Extent of Completion: Complete					
S10	On Land L1	862 Sq Ft.	0/-	5,38,211/-	Structure Type: Structure
Gr. Floor, Area of floor : 862 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 20 Years, Roof Type: Pucca, Extent of Completion: Complete					



S2	On Land L1	4160 Sq Ft.	0/-	27,02,700/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 2080 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 20 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 2080 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p>					
S3	On Land L1	221 Sq Ft.	0/-	1,37,987/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 221 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 20 Years, Roof Type: Pucca, Extent of Completion: Complete</p>					
S4	On Land L1	531 Sq Ft.	0/-	3,31,543/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 531 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 20 Years, Roof Type: Pucca, Extent of Completion: Complete</p>					
S5	On Land L1	689 Sq Ft.	0/-	4,29,570/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 344.5 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 20 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 344.5 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 20 Years, Roof Type: Pucca, Extent of Completion: Complete</p>					
S6	On Land L1	585 Sq Ft.	0/-	3,65,260/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 585 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 20 Years, Roof Type: Pucca, Extent of Completion: Complete</p>					
S7	On Land L1	110 Sq Ft.	0/-	68,681/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 110 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 20 Years, Roof Type: Pucca, Extent of Completion: Complete</p>					
S8	On Land L1	750 Sq Ft.	0/-	4,68,281/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 750 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 20 Years, Roof Type: Pucca, Extent of Completion: Complete</p>					
S9	On Land L1	695 Sq Ft.	0/-	4,33,940/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 695 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 20 Years, Roof Type: Pucca, Extent of Completion: Complete</p>					
<b>Total :</b>		<b>9535 sq ft</b>	<b>0 /-</b>	<b>60,58,090 /-</b>	





**Land Lord Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<p><b>Mrs Sarla Tantia</b>  Wife of Mr Iswari Prasad Tantia 96, Narkeldanga Main Road, City:- Not Specified, P.O:- Phoolbagan, P.S:-Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN:- 700054 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ABxxxxxx5M, Aadhaar No: 80xxxxxxxx5833, Status :Individual, Executed by: Self, Date of Execution: 09/06/2022  , Admitted by: Self, Date of Admission: 09/06/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 09/06/2022  , Admitted by: Self, Date of Admission: 09/06/2022 ,Place : Pvt. Residence</p>
2	<p><b>Mrs Anita Tantia</b>  Wife of Mr Rahul Tantia 96, Narkeldanga Main Road, City:- Not Specified, P.O:- Phoolbagan, P.S:-Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN:- 700054 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ABxxxxxx8G, Aadhaar No: 58xxxxxxxx5099, Status :Individual, Executed by: Self, Date of Execution: 09/06/2022  , Admitted by: Self, Date of Admission: 09/06/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 09/06/2022  , Admitted by: Self, Date of Admission: 09/06/2022 ,Place : Pvt. Residence</p>
3	<p><b>Mrs Laxmi Tantia</b>  Wife of Mr Siddhartha Tantia 96, Narkeldanga Main Road, City:- Not Specified, P.O:- Phoolbagan, P.S:-Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN:- 700054 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFxxxxxx1H, Aadhaar No: 62xxxxxxxx2188, Status :Individual, Executed by: Self, Date of Execution: 09/06/2022  , Admitted by: Self, Date of Admission: 09/06/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 09/06/2022  , Admitted by: Self, Date of Admission: 09/06/2022 ,Place : Pvt. Residence</p>
4	<p><b>Mr Harshvardhan Tantia</b>  Son of Mr Iswari Prasad Tantia 96, Narkeldanga Main Road, City:- Not Specified, P.O:- Phoolbagan, P.S:-Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN:- 700054 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx6G, Aadhaar No: 26xxxxxxxx6828, Status :Individual, Executed by: Self, Date of Execution: 09/06/2022  , Admitted by: Self, Date of Admission: 09/06/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 09/06/2022  , Admitted by: Self, Date of Admission: 09/06/2022 ,Place : Pvt. Residence</p>

**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<p><b>Tamopaha Builcon LLP</b>  1, Lu Shun Sarani, Todi Mansion. 9th Floor, City:- Not Specified, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700073 , PAN No.:: AAxxxxxx7F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<p><b>Mr Anant Nathany (Presentant )</b>  Son of Mr Rajesh Nathany 1, Lu Shun Sarani, Todi Mansion, 9th Floor, City:- Not Specified, P.O:- C R Avenue, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700073, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx7R, Aadhaar No: 83xxxxxxxx9317 Status : Representative, Representative of : Tamopaha Builcon LLP (as Designated Partner)</p>



**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Pravat Kumar Bera</b> Son of Mr Rabindranath Bera Mahisagote, City:- Not Specified, P.O:- Mahisagote, P.S:-Contai, District:-Purba Midnapore, West Bengal, India, PIN:- 721401			
Identifier Of Mrs Sarla Tantia, Mrs Anita Tantia, Mrs Laxmi Tantia, Mr Harshvardhan Tantia, Mr Anant Nathany			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mrs Sarla Tantia	Tamopaha Bulcon LLP-32.5875 Dec
2	Mrs Anita Tantia	Tamopaha Bulcon LLP-32.5875 Dec
3	Mrs Laxmi Tantia	Tamopaha Bulcon LLP-32.5875 Dec
4	Mr Harshvardhan Tantia	Tamopaha Bulcon LLP-32.5875 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Mrs Sarla Tantia	Tamopaha Bulcon LLP-233.00000000 Sq Ft
2	Mrs Anita Tantia	Tamopaha Bulcon LLP-233.00000000 Sq Ft
3	Mrs Laxmi Tantia	Tamopaha Bulcon LLP-233.00000000 Sq Ft
4	Mr Harshvardhan Tantia	Tamopaha Bulcon LLP-233.00000000 Sq Ft

**Transfer of property for S10**

Sl.No	From	To. with area (Name-Area)
1	Mrs Sarla Tantia	Tamopaha Bulcon LLP-215.50000000 Sq Ft
2	Mrs Anita Tantia	Tamopaha Bulcon LLP-215.50000000 Sq Ft
3	Mrs Laxmi Tantia	Tamopaha Bulcon LLP-215.50000000 Sq Ft
4	Mr Harshvardhan Tantia	Tamopaha Bulcon LLP-215.50000000 Sq Ft

**Transfer of property for S2**

Sl.No	From	To. with area (Name-Area)
1	Mrs Sarla Tantia	Tamopaha Bulcon LLP-1040.00000000 Sq Ft
2	Mrs Anita Tantia	Tamopaha Bulcon LLP-1040.00000000 Sq Ft
3	Mrs Laxmi Tantia	Tamopaha Bulcon LLP-1040.00000000 Sq Ft
4	Mr Harshvardhan Tantia	Tamopaha Bulcon LLP-1040.00000000 Sq Ft

**Transfer of property for S3**

Sl.No	From	To. with area (Name-Area)
1	Mrs Sarla Tantia	Tamopaha Bulcon LLP-55.25000000 Sq Ft
2	Mrs Anita Tantia	Tamopaha Bulcon LLP-55.25000000 Sq Ft
3	Mrs Laxmi Tantia	Tamopaha Bulcon LLP-55.25000000 Sq Ft
4	Mr Harshvardhan Tantia	Tamopaha Bulcon LLP-55.25000000 Sq Ft

**Transfer of property for S4**

Sl.No	From	To. with area (Name-Area)
1	Mrs Sarla Tantia	Tamopaha Bulcon LLP-132.75000000 Sq Ft
2	Mrs Anita Tantia	Tamopaha Bulcon LLP-132.75000000 Sq Ft
3	Mrs Laxmi Tantia	Tamopaha Bulcon LLP-132.75000000 Sq Ft
4	Mr Harshvardhan Tantia	Tamopaha Bulcon LLP-132.75000000 Sq Ft



**Transfer of property for S5**

Sl.No	From	To. with area (Name-Area)
1	Mrs Sarla Tantia	Tamopaha Bulcon LLP-172.25000000 Sq Ft
2	Mrs Anita Tantia	Tamopaha Bulcon LLP-172.25000000 Sq Ft
3	Mrs Laxmi Tantia	Tamopaha Bulcon LLP-172.25000000 Sq Ft
4	Mr Harshvardhan Tantia	Tamopaha Bulcon LLP-172.25000000 Sq Ft

**Transfer of property for S6**

Sl.No	From	To. with area (Name-Area)
1	Mrs Sarla Tantia	Tamopaha Bulcon LLP-146.25000000 Sq Ft
2	Mrs Anita Tantia	Tamopaha Bulcon LLP-146.25000000 Sq Ft
3	Mrs Laxmi Tantia	Tamopaha Bulcon LLP-146.25000000 Sq Ft
4	Mr Harshvardhan Tantia	Tamopaha Bulcon LLP-146.25000000 Sq Ft

**Transfer of property for S7**

Sl.No	From	To. with area (Name-Area)
1	Mrs Sarla Tantia	Tamopaha Bulcon LLP-27.50000000 Sq Ft
2	Mrs Anita Tantia	Tamopaha Bulcon LLP-27.50000000 Sq Ft
3	Mrs Laxmi Tantia	Tamopaha Bulcon LLP-27.50000000 Sq Ft
4	Mr Harshvardhan Tantia	Tamopaha Bulcon LLP-27.50000000 Sq Ft

**Transfer of property for S8**

Sl.No	From	To. with area (Name-Area)
1	Mrs Sarla Tantia	Tamopaha Bulcon LLP-187.50000000 Sq Ft
2	Mrs Anita Tantia	Tamopaha Bulcon LLP-187.50000000 Sq Ft
3	Mrs Laxmi Tantia	Tamopaha Bulcon LLP-187.50000000 Sq Ft
4	Mr Harshvardhan Tantia	Tamopaha Bulcon LLP-187.50000000 Sq Ft

**Transfer of property for S9**

Sl.No	From	To. with area (Name-Area)
1	Mrs Sarla Tantia	Tamopaha Bulcon LLP-173.75000000 Sq Ft
2	Mrs Anita Tantia	Tamopaha Bulcon LLP-173.75000000 Sq Ft
3	Mrs Laxmi Tantia	Tamopaha Bulcon LLP-173.75000000 Sq Ft
4	Mr Harshvardhan Tantia	Tamopaha Bulcon LLP-173.75000000 Sq Ft

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On 09-06-2022

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

Presented for registration at 21:15 hrs on 09-06-2022, at the Private residence by Mr Anant Nathany ,.

**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 47,40,66,745/-

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

Execution is admitted on 09/06/2022 by 1. Mrs Sarla Tantia, Wife of Mr Iswari Prasad Tantia, 96, Narkeldanga Main Road, P.O: Phoolbagan, Thana: Phool Bagan, , South 24-Parganas, WEST BENGAL, India, PIN - 700054, by caste Hindu, by Profession Business, 2. Mrs Anita Tantia, Wife of Mr Rahul Tantia, 96, Narkeldanga Main Road, P.O: Phoolbagan, Thana: Phool Bagan, , South 24-Parganas, WEST BENGAL, India, PIN - 700054, by caste Hindu, by Profession Business, 3. Mrs Laxmi Tantia, Wife of Mr Siddhartha Tantia, 96, Narkeldanga Main Road, P.O: Phoolbagan, Thana: Phool Bagan, , South 24-Parganas, WEST BENGAL, India, PIN - 700054, by caste Hindu, by Profession Business, 4. Mr Harshvardhan Tantia, Son of Mr Iswari Prasad Tantia, 96, Narkeldanga Main Road, P.O: Phoolbagan, Thana: Phool Bagan, , South 24-Parganas, WEST BENGAL, India, PIN - 700054, by caste Hindu, by Profession Business

Identified by Mr Pravat Kumar Bera, , Son of Mr Rabindranath Bera, Mahisagote, P.O: Mahisagote, Thana: Contai, , Purba Midnapore, WEST BENGAL, India, PIN - 721401, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 09-06-2022 by Mr Anant Nathany, Designated Partner, Tamopaha Builcon LLP (LLP), 1, Lu Shun Sarani, Todi Mansion. 9th Floor, City:- Not Specified, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700073

Identified by Mr Pravat Kumar Bera, , Son of Mr Rabindranath Bera, Mahisagote, P.O: Mahisagote, Thana: Contai, , Purba Midnapore, WEST BENGAL, India, PIN - 721401, by caste Hindu, by profession Law Clerk

**Pradipta Kishore Guha**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - I KOLKATA**  
**Kolkata, West Bengal**

On 11-06-2022

**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.

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 2,00,105/- ( B = Rs 2,00,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 84/-, by online = Rs 2,00,021/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 08/06/2022 7:43PM with Govt. Ref. No: 192022230045883068 on 08-06-2022, Amount Rs: 2,00,021/-,  
Bank: SBI EPay ( SBlePay), Ref. No. 0317474355017 on 08-06-2022, Head of Account 0030-03-104-001-16





## Payment of Stamp Duty

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

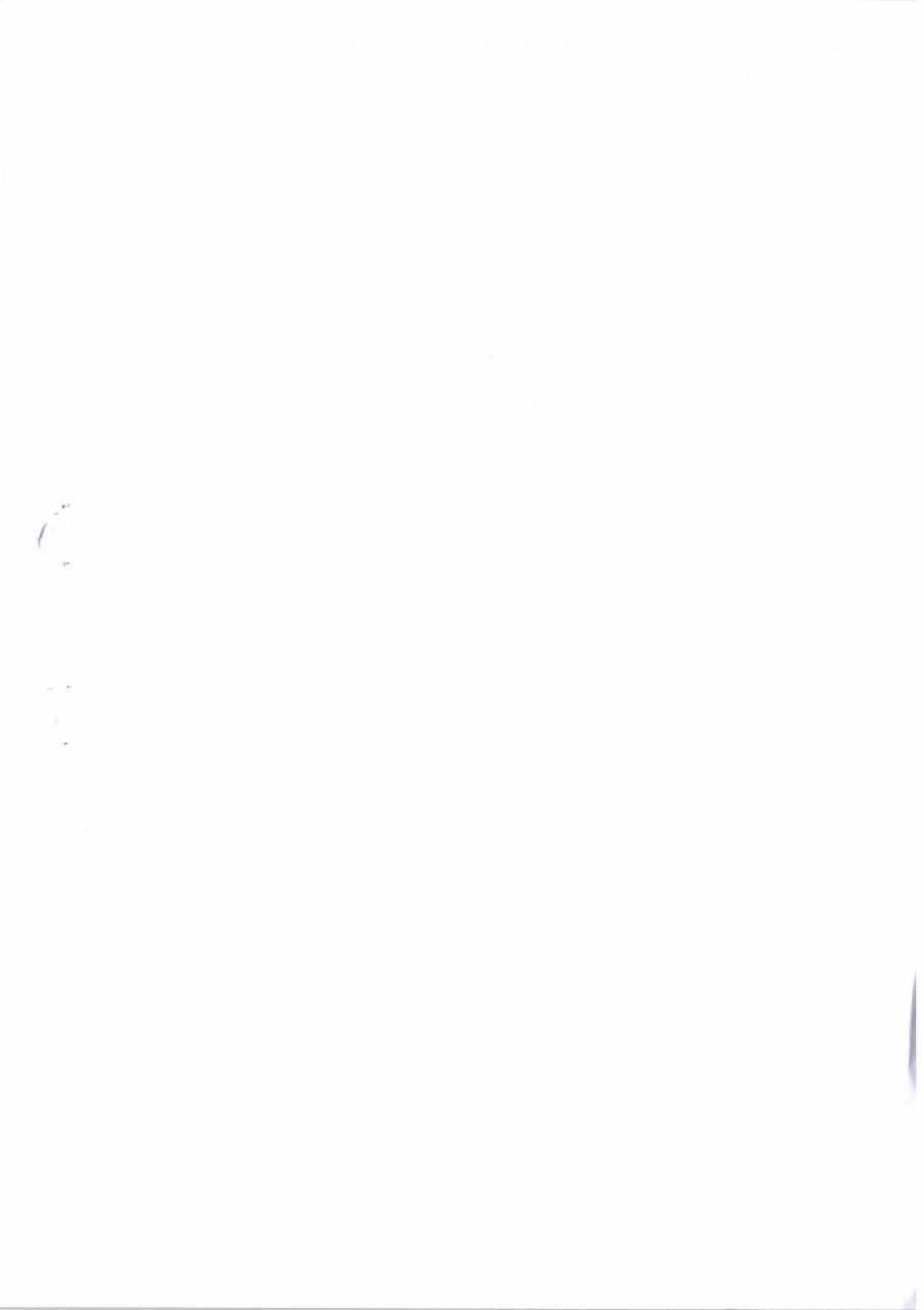
### Description of Stamp

1. Stamp: Type: Impressed, Serial no 13992, Amount: Rs.10/-, Date of Purchase: 04/05/2022, Vendor name: S Dey  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 08/06/2022 7:43PM with Govt. Ref. No: 192022230045883068 on 08-06-2022, Amount Rs: 75,021/-, Bank:  
SBI EPay (SBlePay), Ref. No. 0317474355017 on 08-06-2022, Head of Account 0030-02-103-003-02



**Pradipta Kishore Guha**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - I KOLKATA**  
**Kolkata, West Bengal**





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2022, Page from 274158 to 274225

being No 190105220 for the year 2022.



Digitally signed by pradipta kishore guha  
Date: 2022.06.25 15:05:59 +05:30  
Reason: Digital Signing of Deed.

*Pradipta*

(Pradipta Kishore Guha) 2022/06/25 03:05:59 PM

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - I KOLKATA

West Bengal.

(This document is digitally signed.)

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