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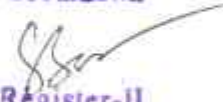
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Certified that the document is admitted for Registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.


District Sub-Register-II
Alipore, South 24-Parganas

17 JUN 2022

DEVELOPMENT AGREEMENT WITH DEVELOPMENT
POWER OF ATTORNEY

THIS AGREEMENT made this the 16th day of JUNE Two Thousand & Twenty-two

BETWEEN

13 MAY 2022

017560

Rs. **10/-** Date.....

Name:..... DEBAYOTI GHOSH
ADVOCATE

Address:..... SEALDAH CIVIL COURT
ROOM NO-43 4TH FLOOR

Vendor:..... KOLKATA-700 014

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

Raghu
Raghu Narayan



7249

16/6/22

For Raghobpur Projects LLP

Raghu Narayan
Partner / Authorised Signatory

YOGINE INFRASTRUCTURE LLP.

Raghu Narayan
Authorised Signatory / Partner



7250

AADRIKA COMPLEX LLP.

Raghu Narayan
Authorised Signatory / Partner

SHIVIKA REALCON LLP.

Raghu Narayan
Authorised Signatory / Partner



7251

SHIVIKA NIWAS LLP

Abhinav Chakrabarti
Partner / Authorised Signatory

AADRIKA AAVAS LLP

Abhinav Chakrabarti
Partner / Authorised Signatory



Identified by me

Debiyoti Ghosh.
S/o Late Jayanta Kumar Ghosh
Advocate
Sealdah Civil Court
Kolkata - 700 014.



7252



(1) **AADRIKA AAVAS LLP**.(PAN ABNFA3355N) A Limited liability Partnership registered under the Limited Liability Partnership Act, 2008 having its registered office at 88B, Sarat Bose Road, P.O Kalighat; P.S Ballygunge, Kolkata – 700026, represented by Authorised Signatory **Sri ABHIJIT CHAKRABORTY** PAN: AEIPC9889H) (AADHAR: 712729582308), son of Late Saurindra Mohan Chakraborty working for gain at 88B, Sarat Bose Road, P.O Kalighat, P.S Ballygunge, Kolkata - 700026

(2) **AADRIKA COMPLEX LLP (PAN: ABMFA6648P)** A Limited liability Partnership registered under the Limited Liability Partnership Act, 2008 having its registered office at 50, Suhasini Ganguly Sarani, P.O. Lala Lajpat Rai Sarani, P.S Bhowanipur, Kolkata -700025 represented by **MR. RAJESH KUMAR KEDIA** (PAN AFCPK8352E)(AADHAR: 908089003922), son of Late Ram Kumar Kedia, residing at 50, Sub-Urban School Road, P.S. Kalighat, P.O Bhowanipur, Kolkata- 700025

(3) **SHIVIKA REALCON LLP (PAN AASCS7678D)** A Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008 having its Regd. Office at 2B, Dr, Shyamadas Row, Kolkata-700019, P.O.Ballygunge, Police-Station-Ballygunge,

(4) **YOGINE INFRASTRUCTURE LLP (PAN AACFY2387E)** A Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008 having its Regd. Office at 50, Suburban School Road, Post Office- Bhawanipore, Police Station- Kalighat, Kolkata- 700025 represented by its **MR. RAJESH KUMAR KEDIA** (PAN AFCPK8352E)(AADHAR: : 908089003922), son of Late Ram Kumar Kedia, residing at 50, Sub-Urban School Road, P.S. Kalighat, P.O Bhowanipur, Kolkata-700025

(5) **SHIVIKA NIWAS LLP (PAN ADUFS3091G)** A Limited Liability Partnership within the meaning of Limited Liability Partnership Act, 2008 having its Regd. Office at 24/2, Mansatala Lane, Khiddirpore, P.O. Khiddirpore, Police-Station-Ekbalpore, Kolkata-700023, represented by Authorised Signatory **Sri ABHIJIT CHAKRABORTY** PAN: AEIPC9889H) (AADHAR: 712729582308), son of Late Saurindra Mohan Chakraborty working for gain at 88B, Sarat Bose Road, P.O Kalighat, P.S Ballygunge, Kolkata – 700026 hereinafter referred to as



District Registrar-II
Aligarh District 24 Parganas
15.05.2022

the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean its Successor and successors in interest and assigns) of the **ONE PART**

AND

RAGHABPUR PROJECTS LLP (PAN AAVFR7495R) A Limited Liability Partnership within the meaning of Limited Liability Partnership Act, 2008 having its Regd. Office at 36/1A Elgin Road, P.O.- Lala Lajpat Rai Sarani, P.S.- Bhawanipore , Kolkata- 700020 represented by **Sri Ram Naresh Agarwal**, (PAN: ACYPA1903G),(AADHAR NO: 594889630890)(Mobile No: 9830040316) Designated Partner, son of Late N.K.Agarwal, residing at Flat no. 5B, 135G, S.P.Mukherjee Road, P.S Tollygunge, P.O Kalighat, Kolkata -700026, hereinafter referred to as the **Developer** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean its Successor and successors in interest and assigns) of the **OTHER PART**.

"Parties" shall mean collectively the Owners and the Developer and **"Party"** means each of the Owners and the Developer individually.

WHEREAS:-

- A. By a Bengali Kobala dated 21st January, 1980 executed by and between Shri Bimal Bhusan Sen and Binoy Bhusan Sen therein referred to as the 'Vendors' of the one part and Smt Chinu Rani Singha Roy, therein referred to as the Purchaser of the other part and registered in the Office of the Sub-Registrar, Sonarpur recorded in Book No.I, Volume No. 02, Pages 237 to 239 , Being No. 124 for the year 1980 the said Vendors for the terms, conditions and consideration mentioned therein sold transferred and conveyed all that the land measuring 16 decimal more or less in R.S Dag No. 185 corresponding to L.R Dag No. 211 in Mouza Dhamaitala (J.L.No. 75, Pargana Magura, R.S No. 235, Touzi No. 119, P.O Dakshin Jagaddal,



District Sub-Registrar-II
Alipore, South 24 Parganas
15 JUN 2022

P.S Sonarpur, presently within Rajpur Sonarpur Municipality, District South 24 Parganas .

- B. Thereafter, by a Deed No. 160806478 for the Year 2019 the said Smt. Chinu Rani Singha Roy, therein referred to as the Vendor of the one part and the Owner Nos 1 and 2 herein therein referred to as the Purchasers of the other part, the said Vendor for the terms, conditions and consideration mentioned therein, sold transferred and conveyed All Those piece and parcel of land measuring 16 decimal more or less in R.S Dag No. 185 corresponding to L.R Dag No. 211 in Mouza Dhamaitala (J.L.No. 75, Pargana Magura, R.S No. 235, Touzi No. 119, P.O Dakshin Jagaddal, P.S Sonarpur, presently within Rajpur Sonarpur Municipality, District South 24 Parganas more fully described in **Part-I** of the **First Schedule** hereunder written.
- C. By a Bengali Kobala dated 5th May, 1976 executed by and between Abdul Kuddus Khondkar and another therein referred to as the 'Vendors' of the one part and Sri Rajinder Singh , therein referred to as the Purchaser of the other part and registered in the Office of the Sub-Registrar, Sonarpur recorded in Book No.I, Volume No. 32, Pages 271 to 274 , Being No. 1961 for the year 1976 the said Vendors for the terms, conditions and consideration mentioned therein sold transferred and conveyed all that the land measuring 19 decimal more or less in R.S Dag No. 48 corresponding to L.R Dag No. 62 in Mouza Raghobpur (J.L.No. 74), Pargana Magura, R.S No. 235, Touzi No. 119, P.S Sonarpur, under the jurisdiction of Poleghat Gram Panchayat, District South 24 Parganas
- D. Thereafter, by a Deed No. 03201 for the Year 2014 the said Sri Rajinder Singh, therein referred to as the Vendor of the one part and the Owner Nos 3 and 5 herein therein referred to as the Purchasers of the other part, the said Vendor for the terms, conditions and consideration mentioned therein, sold transferred and conveyed All Those piece and parcel of land measuring 19 decimal more or less in R.S Dag No. 48 corresponding to L.R Dag No. 62 in Mouza



District Sub-Registrar-II
Alipore, South 24 Parganas
19 JUN 2022

Raghabpur(J.L.No. 74), Pargana Magura, R.S No. 235, Touzi No. 119, P.S Sonarpur, under the jurisdiction of Poleghat Gram Panchayat, District South 24 Parganas more fully described in **Part-II** of the **First Schedule** hereunder written.

- E. One Badshah Shek was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of Danga land measuring 18 Decimal, more or less, in Pargana Magura, J.L. No. 74, R.S No. 235, Touzi No. 119, R.S Dag No. 230, R.S Khatian No. 83, L.R Dag No. 243, L.R Khatian No. 101, Mouza- Raghabpur, Police Station- Sonarpur, District- South 24 Parganas and ALL THAT the piece and parcel of Danga land measuring 3 Decimal, more or less, in Pargana Magura, J.L. No. 74, R.S No. 235, Touzi No. 119, R.S Dag No. 232, R.S Khatian No. 83, L.R Dag No. 244, L.R Khatian No. 101, Mouza- Raghabpur, Police Station- Sonarpur, District- South 24 Parganas;
- F. The said Badshah Shek died intestate leaving behind him surviving his one son Kausher Ali and three daughters namely Hasima Bibi alias Halima Bibi, Hachina Bibi and Sakina Bewa as his legal heirs and heiress who jointly inherited the ALL THAT the piece and parcel of Danga land measuring 18 Decimal, more or less, in Pargana Magura, J.L. No. 74, R.S No. 235, Touzi No. 119, R.S Dag No. 230, R.S Khatian No. 83, L.R Dag No. 243, L.R Khatian No. 101, Mouza- Raghabpur, Police Station- Sonarpur, District- South 24 Parganas and ALL THAT the piece and parcel of Danga land measuring 3 Decimal, more or less, in Pargana Magura, J.L. No. 74, R.S No. 235, Touzi No. 119, R.S Dag No. 232, R.S Khatian No. 83, L.R Dag No. 244, L.R Khatian No. 101, Mouza- Raghabpur, Police Station- Sonarpur, District- South 24 Parganasin accordance with the law of Muslim Law of Succession and inheritance;
- G. On or about 7th February, 2011 the said Kausher Ali died intestate leaving behind him surviving his wife Sk Maleka Parvin, three sons namely Sheik Abdul Kayum, Shek Mujaffer Ahmed and Sheikh Benozir Ahmed and four daughters namely Soma Parvin, Sahini



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District Sub-Registrar-II
Algiers, South 24 Parqanas
16 JUN 2022

Parvin, Sabana Parvin and Shahanaz Parveen as his legal and heiress who jointly inherited the share of deceased Kausher Ali in accordance with the law of Muslim Law of Succession and inheritance;

- H. Sometime, thereafter the said Shahanaz Parveen died intestate leaving behind her surviving her three sons Sk Amirul Islam, Sk Samim and Sk Sonam Parvin as her legal heirs who jointly inherited the share of Shahanaz Parveen in accordance with the law of Muslim Law of Succession and inheritance;
- I. Accordingly Hasima Bibi alias Halima Bibi, Hachina Bibi, Sakina Bewa, Sk Maleka Parvin, three sons namely Sheik Abdul Kayum, Shek Mujaffer Ahmed and Sheikh Benozir Ahmed and four daughters namely Soma Parvin, Sahini Parvin, Sabana Parvin, Sk Amirul Islam, Sk Samim and Sk Sonam Parvin became the absolute owners of ALL THAT the piece and parcel of Danga land measuring 18 Decimal, more or less, in Pargana Magura, J.L. No. 74, R.S No. 235, Touzi No. 119, R.S Dag No. 230, R.S Khatian No. 83, L.R Dag No. 243, L.R Khatian No. 101, Mouza- Raghampur, Police Station- Sonarpur, District- South 24 Parganas and ALL THAT the piece and parcel of Danga land measuring 3 Decimal, more or less, in Pargana Magura, J.L. No. 74, R.S No. 235, Touzi No. 119, R.S Dag No. 232, R.S Khatian No. 83, L.R Dag No. 244, L.R Khatian No. 101, Mouza- Raghampur, Police Station- Sonarpur, District- South 24 Parganas.
- J. Thus Hasima Bibi alias Halima Bibi, Hachina Bibi, Sakina Bewa, Sk Maleka Parvin, three sons namely Sheik Abdul Kayum, Shek Mujaffer Ahmed and Sheikh Benozir Ahmed and four daughters namely Soma Parvin, Sahini Parvin, Sabana Parvin, Sk Amirul Islam, Sk Samim and Sk Sonam Parvin being seized and possessed of and/ or otherwise well and sufficiently entitled sold and/ conveyed by a registered conveyance dated 30.07.2021 of **ALL THAT** the piece and parcel of Danga land measuring 7.2 Decimal out of 18 Decimal, more or less, in Pargana Magura, J.L. No. 74, R.S No. 235, Touzi No. 119, R.S Dag No. 230, R.S Khatian No. 83, L.R Dag No.



District Sub-Registrar-II
Alipura, South 24 Parganas
15 JUN 2022

243, L.R Khatian No. 101, Mouza- Raghampur, Police Station- Sonarpur, District- South 24 Parganas morefully and particularly mentioned in **PART- III of the First Schedule** and **ALL THAT** the piece and parcel of Danga land measuring 0.3423 Decimal out of 3 Decimal, more or less, in Pargana Magura, J.L. No. 74, R.S No. 235, Touzi No. 119, R.S Dag No. 232, R.S Khatian No. 83, L.R Dag No. 244, L.R Khatian No. 101, Mouza- Raghampur, Police Station- Sonarpur, District- South 24 Parganas morefully and particularly mentioned in **PART- IV of the First Schedule**, unto and in favour of Yogine Infrastructure LLP. The said Deed was duly recorded in Book No. I, CD Volume No. 1608-2021, Pages from 137551 to 137599 Being No. 160804250 for the year 2021, registered at A.D.S.R, Sonarpur.

- K. Accordingly Yogine Infrastructure LLP, the Owner no. 4 while being the owner of **PART- III of the First Schedule & PART- IV of the First Schedule** mutated its name in L.R R.O,R being Khatian No. 863.
- L. Be it pertinent to be mentioned herein that the said **PART- III of the First Schedule & PART- IV of the First Schedule** were already involved in the Principal Development Agreement dated 15.03.2018 under the heading *Additional land of Kedia Group of Companies* and the portion of the same was purchased by Owner No 4 herein which was not made party to the Principal Development Agreement.
- M. Thus the Owners herein are jointly seized and possessed of all that the land measuring 42.5423 decimal in the aggregate which is hereinafter referred to as the **SAID LAND**.
- N. Owners of the adjacent land measuring 1198 Decimal in Mouza Raghampur and 34 decimal in Mouza Dhamaitala aggregating to 1232 decimal equivalent to 745.36 Cottahs be the same a little more or less are developing a Row House/Bungalow Project named '**NIRVANA**' and for that purpose executed a Development Agreement dated 4th March 2018 with Srijan Realty Pvt. Ltd. named herein which was registered in the Office of the DSR-IV and recorded in



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District Sub-Registrar-II
Alipore, South 24 Parganas
15 JUN 2022

Book No.I , Volume No.1604/2018, Pages 71475 to 71999 Being No.160402469 for the year 2018.

- O. For the purpose of development the said Developer namely Srijan Realty Pvt. Ltd. alongwith two others formed a LLP named M/S Raghampur Projects LLP and by way of an agreement dated 30.03.2019 registered in the Office of the ADSR, Sonarpur, recorded in Book No.I, Volume No. 1608/2019, Pages 44616 to 44812 Being No. 160801901 for the year 2019 assigned the development rights to the said Raghampur Projects LLP, the Promoter named herein as the ultimate Developer of the project.
- P. The Owners herein have taken into account the close proximity of their land to the Adjacent Development and also with a view to having a common Developer and benefit of economies of scale by causing similar development of their land for a Row House Project have obtained the consent and concurrence of the Adjacent Land Owners for integrating their project as a subsequent phase of Nirvana.
- Q. Pursuant to the above, the Owners based on the assurances and representations of the Developer regarding its expertise and competence to undertake the development and also timely commission and completion of the Project and based on the representations of the Owners regarding title to the project land, the Owners have agreed to grant Development Rights (*as defined hereinafter*) to the Developer, by and under this Agreement and the Developer has agreed to accept the same and the Parties are entering into this Agreement to record their understanding with respect to the terms and conditions for such development of the Land and the Project by the Developer.
- R. The parties have mutually agreed and framed a Scheme for development of the said Land as follows:-



District Sub-Registrar-II
Alipore, South 24 Parganas

15 JUN 2022

- i. The Owners have furnished all required papers relating to the Said land and shall answer any further requisitions, if raised by the Developer.
- ii. The Owners shall do or cause to be done all lawfully and reasonably required deeds and things at their costs and expenses to satisfy the Developer as to the title of the Owners to the said land.
- iii. The Owners have duly mutated their names in the Records of the BL & LRO and have also applied for conversion which is expected to be completed soon.
- iv. The Owners shall be responsible for the costs of getting the said Land recorded in the record of the Municipality/Panchayat.
- v. Although the Developer has prima facie satisfied itself about the title of the Owners to the Said Land, the Owners shall continue to remain responsible to make out a marketable title, free from all encumbrances at their own costs and expenses and hand over vacant and peaceful possession of the said Land immediately after execution of this Agreement and shall answer all requisitions that may be made either by the Developer or their Advocates.
- vi. The Developer shall at the cost and expenses of the owners construct boundary wall at any unbounded portion of the said Land and further will bear the cost of land fill-up upto road level. The Developer shall initially pay the cost of construction and thereafter adjust the same from the Owners'share in the Revenue from the first Sale proceeds.
- vii. The Owners shall also be responsible for any litigation related to the title of the Owners in respect of their respective ownership in the said Land and shall bear all costs associated in that respect.
- viii. The project would be developed by the Developer at its own costs and expenses and the developer shall be solely liable to do all acts deeds and things relating to planning of the project, preparation of the Building plans and obtaining all



District Sub-Registrar-II
Alhoora, South 24 Parganas
15 JUN 2022

permissions from the competent authorities and clearances and no objection certificates for construction and marketing of the project and construction of the building complex project and making the same fit for construction, habitation and marketing and providing insurance during the entire period of construction and warranty and defect liability for at least five years from the date of receipt of the statutory completion certificate for the respective block(s) and the Owners shall be kept fully saved harmless and indemnified in respect thereof by the Developer.

- ix. The Developer shall always remain liable and responsible to comply with its obligations and/or commitments towards the Owners under this agreement, whatever method of development it may adopt in future.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this agreement and other good and valuable consideration the receipt and adequacy of which are hereby mutually acknowledged, the parties with the intent to be legally bound by the terms and conditions set forth hereinbefore and hereinafter, This Agreement Witnesseth that it is hereby agreed by and between the parties as follows:

1. **DEFINITIONS:**

Unless in this agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings:-

AFFILIATE shall mean with respect to any person other than the Developer named hereinabove, directly or indirectly controlling, controlled by, or under direct or indirect common control with, such person;

AGREEMENT shall mean this Agreement along with all annexure and schedules attached hereto and all instruments supplemental to or in amendment or furtherance or confirmation of this Agreement, entered into in



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District Sub Registrar-II
Alipore, South 24 Parganas
19 JUN 2022

writing, in accordance with its terms, including the power of attorney;

APPLICABLE LAW shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;

ARCHITECT – shall mean M/S Raj Agarwal & Associates having their office at 8B, Royd Street, Kolkata as the Architect for the Complex.

ASSOCIATION – shall mean any company incorporated under the Companies Act, 2013 or any Association or any Syndicate or a Committee or registered Society as may be formed by the Developer in consultation with the Owners for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary not inconsistent with the provisions and covenants herein contained.

CAR PARKING SPACE – shall mean all the spaces in the portions at the ground floor level, whether open or covered, of the Complex expressed or intended to be reserved for parking of motor cars/scooters subject to compliance of the sanctioned building plans.

COMMON AREAS, FACILITIES AND AMENITIES – shall mean and include subject always to the sanctioned building plan or plans or any revision(s) or modification(s) thereof, the corridors, hallways, internal and external passages, passage-ways, pump house, overhead water tank, water pump and motor, drive-ways, common lavatories, Generator, transformer, Effluent Treatment Plant, Fire Fighting systems, rain water harvesting areas and other facilities in the Complex, which may be decided by the Developer in its absolute discretion and provided by the Developer, and required for establishment, location, enjoyment, provisions, maintenance and/or



District State Registrar-II
Alipore, South 24 Parganas
19 JUN 2022

management of the Complex Provided That the Developer shall be liable to provide the minimum areas, installations and facilities as are included in the **SECOND SCHEDULE** hereunder written.

COMMON EXPENSES - shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses for the Common Purpose including those mentioned in the **THIRD SCHEDULE** hereunder written which shall arise after obtaining Completion Certificate and to be contributed, borne, paid and shared by the transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge.

COMMON PURPOSES - shall mean and include the purpose of managing, maintaining and up keeping the Complex as a whole in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the transferees and/or the occupants in any other capacity, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.

COMPLETION NOTICE - shall mean the possession notice as defined hereinafter.

COMPLEX - shall mean the residential building Complex with open areas and Row Houses/Villas to be constructed, erected and completed by the Developer in accordance with the Plan over or within the project land.



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District Sub-Registrar-I
Alipora, South 24 Parganas
15 JUN 2022

DEPOSITS / EXTRA CHARGES / TAXES– shall mean the amounts specified in the **FOURTH SCHEDULE** hereunder to be deposited/paid by transferees of the units to the Developer and also payable by the Owners and Developer for unsold portions of their allocations.

DEVELOPER'S ALLOCATION – shall mean 71% (Seventy-one percent) of the total realization of aggregate amount of sale proceeds from sale of constructed and/or Saleable areas of the Complex to comprise in various units, and/or constructed spaces of the buildings, Row Houses/Villas to be constructed on the said Project Land **TOGETHER WITH** the share in the same proportion in car parking spaces (open and covered), more fully and particularly described in Part – I of the **Fifth Schedule** hereunder written **TOGETHER WITH** the undivided proportionate impartible part or share in the said Project Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage space more particularly described in the **Second Schedule**.

DEVELOPMENT RIGHTS shall include (but not be limited to), *inter alia*, the right, power, entitlement, authority, sanction and permission to:

- (i) Accept possession and thereupon to enter upon and retain possession of the project land in accordance with this agreement for the purpose of development and construction of the project and to remain in such possession until the completion of the project;
- (ii) to demolish the existing structures on the project land;
- (iii) to put up a sign board at the Project site with brief description of the impending Project to be developed with the Developer's and the Owner's names and/or logos inscribed therein.
- (iv) appoint, employ or engage architect, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the planning, design, development and construction of the project;
- (v) to carry out planning, design, all the infrastructure and related



District Sub-Registrar II
Alipore, South 24 Parganas
15 JUN 2022

work/ constructions for the project, including leveling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations, landscaping and all other common areas and facilities for the total built up area to be constructed on the project land as may be required by any approvals, layout plan, or order of any governmental authority; and to set up site offices, marketing offices and construct sample homes/ apartments/ units;

- (vi) to launch the project for booking and receive advances in respect of proposed sale of units in the project from the intending purchasers and to exercise full, exclusive and irrevocable marketing and sale rights in respect of the units and related undivided interests in the project land and enter into agreements of transfer with all intending purchasers of the units and on such marketing or sale, to receive amounts of sale proceeds and to issue and grant money receipts and hand over ownership, possession, use or occupation of the units to the intending purchasers subject to punctual regular and proper remittance of the share of the owners in the amounts of the sale proceeds in the manner laid herein;
- (vii) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the development rights and in connection with all the marketing or sale of the units, including execution/ registration of the unit agreements, appear and present for registration before the jurisdictional registrar or sub registrar towards registration of the documents for sale or transfer of the units;
- (viii) manage the said land and the common areas constructed upon the project land till the completion of the project and transfer/ assign such right of maintenance upon formation of the association and to retain all benefits, consideration etc. accruing from such maintenance of the project and handover the project to the association on its formation;



District Sub-Registrar-II
Alipore, South 24 Parganas

15 JUN 2022

- (ix) apply for and obtain any approvals at its own costs and expenses in the name of owners or wherever required under the applicable law in the name of the developer, including any temporary connections of water, electricity, drainage and sewerage for the purpose of development and construction and completion of the project or for any other exploitation of the development rights in the project as per this agreement;
- (x) generally do any and all other acts, deeds and things that are ancillary or incidental for the exercise of the development rights, including any rights stated elsewhere in this agreement.

ENCUMBRANCE means any mortgage, lien, charge, non-disposal or other restrictive covenant or undertaking, right of pre-emption, easement, attachment or process of court, burdensome covenant or condition and/or any other arrangement which has the effect of constituting a charge or security interest or other third party interest or negative lien which could affect the construction and development and/or ownership of the Project;

“Escrow Agent” means the any person jointly appointed by the parties who will hold custody of the title deeds during the development process;

“Escrow Agreement” means the agreement entered into amongst the Owners, the Developer and the Escrow Agent;

MAINTENANCE-IN-CHARGE – shall mean and include such agency or any outside agency to be appointed by the Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

MARKETING – shall mean selling of any space in the complex to any transferee for owning and occupying any Row Houses/Villas and/or



District Sub-Registrar-II
Alipora, South 24 Parganas
18 JUN 2022

constructed space by the Developer for self and/or on behalf of the Owners in terms hereof.

NEW BUILDINGS - shall mean the new residential – Row Houses/Villas in the Complex to be constructed, erected and completed in accordance with the Plan on the said land.

OWNERS' ALLOCATION – shall mean 29 % (twenty nine per cent) of the total realization of aggregate amount of sale proceeds from sale of constructed and/or Saleable areas of the Complex to comprise in various units, and/or constructed spaces , Row Houses/Villas to be constructed on the said Project Land **TOGETHER WITH** the share in the same proportion in car parking spaces (open and covered), more fully and particularly described in Part – II of the **Fifth Schedule** hereunder written **TOGETHER WITH** any nomination or cancellation is being carried out by the Developer with regard to any Unit/Units together with car parking spaces and the saleable spaces in the said Project or any interest which the Developer is entitled to receive from the allottee/allottees for making delayed payment in respect of their respective Unit/Units then the Owners shall have 29% entitlement upon the nomination, cancellation charge or the interest to be obtained by the Developer **TOGETHER WITH** any nomination or cancellation is being carried out by the Developer with regard to any Unit/Units together with car parking spaces and the saleable spaces in the said Project or any interest which the Developer is entitled to receive from the allottee/allottees for making delayed payment in respect of their respective Unit/Units then the Owners shall have 29% entitlement upon the nomination, cancellation charge or the interest to be obtained by the Developer **TOGETHER WITH** the undivided proportionate impartible part or share in the said Project Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage space and more particularly described in the **Second Schedule**. The share of the Owners shall be distributed inter-se amongst the Owner Companies in accordance with the ratio in which they hold land.



District Sub-Registrar-II
Alipora, South 24 Parganas

19 JUN 2022

PLAN – shall mean the plan to be sanctioned by the concerned municipality or any other sanctioning authority as the case may be Together With all modifications and/or alterations thereto and/or revisions thereof from time to time made or to be made by the Developer either under advice or on the recommendation of the Architect as decided by the Developer from time to time and approved by the sanctioning authorities.

PROPORTIONATE OR PROPORTIONATELY – according to the context shall mean the proportion in which the revenue from the sale of space and/or spaces, as the case may be, shall be shared between the owners and the Developer.

REIMBURSABLE COSTS means all costs and expenses as are required to be paid by the Buyers such as any external development charges/ infrastructure development charges/ license fees and charges as may be payable to the Governmental Authorities; G.S.T or any other present or future taxes/ cess or any other statutory or government levies or fees/ charges on development, construction or sale/transfer of any Units or otherwise on the Project levied or payable by the Developer, on account of (i) allotment/ allocation or handover of any unsold Units to the Owners; any electricity/ water or any other utility deposits; any moneys collected/ received or to be collected/ received from the Intending Purchasers for providing all facilities/ utilities including electricity, water, club amenities/ equipment etc. any monies collected towards maintenance and/or contribution towards corpus fund, any amount received from the prospective Intending Purchasers towards legal charges, share money, society membership fees, stamp duty, registration fee, documentation charges for transfer of Unit(s) and other incidental and allied costs, expenses, of all deeds, documents, agreements, collected from the Intending Purchasers; any grants and/or subsidies to be received for or in connection or in relation with the development work of the Project from the Authorities concerned under any Governmental or statutory schemes; any payment which may be



District Sub-Registrar-II
Midnapore, South 24 Parganas
15 JUN 2022

specifically stated elsewhere in this Agreement to be solely realized and appropriated by the Developer who shall be responsible to realize such reimbursable expenses together with the consideration amount. If however at any stage of the Project there is separate allocation of unsold units amongst the parties and the Owners sell their allocation separately in such event the Owners shall be responsible to realize the reimbursable expenses and hand over to the Developer for appropriation.

SAID LAND – shall mean land measuring 16 decimal more or less in R.S Dag No. 185 corresponding to L.R Dag No. 211 in Mouza Dhamaitala (J.L.No. 75, Pargana Magura, R.S No. 235, Touzi No. 119, P.O Dakshin Jagaddal, P.S Sonarpur and land measuring 19 decimal more or less in R.S Dag No. 48 corresponding to L.R Dag No. 62 in Mouza Raghobpur(J.L.No. 74, Pargana Magura, R.S No. 235, Touzi No. 119, P.S Sonarpur, under the jurisdiction of Poleghat Gram Panchayat, District South 24 Parganas aggregating 35 decimal more fully described in **Parts I and II of First Schedule** hereunder written.

SALE PROCEEDS shall mean and include all amounts, considerations and receipts, whether one time or periodical, as may be received and collected from the Intending Purchasers for (a) transfer of the Unit(s) and proportional undivided interest in the Land to Intending Purchasers; (b) transfer of exclusive car park areas/ spaces; and (c) transfer of proportionate Common Areas and facilities; BUT shall not include any amounts received or collected by the Developer towards:

- (i) Any Goods & Service tax, VAT or any other present or future taxes/cess or any other statutory or government levies or fees/ charges on development, construction or sale/transfer of any Units or otherwise on the Project;
- (ii) any electricity/ water or any other utility deposits;
- (iii) any moneys collected/ received from the Purchasers for providing facilities/ utilities including electricity, water, club amenities/ equipment etc.;



District Sub-Registrar-II
Alipore, South 24 Parganas
15 JUN 2022

- (iv) any monies collected towards maintenance and/or contribution towards corpus fund, any amount received from the prospective Purchasers towards legal charges, share money, society membership fees, stamp duty, registration fee, documentation charges for transfer of Unit(s) and other incidental and allied costs, expenses, of all deeds, documents, agreements, collected from the prospective purchasers;;
- (v) all fitment charges, furniture, machineries, equipment, furnishing, tools, etc., if any, to be provided to in the Institutional Units;
- (vi) any grants and/or subsidies to be received for or in connection or in relation with the development work of the Project from the Authorities concerned under any Governmental or Statutory Schemes;
- (vii) any payment which may be specifically stated elsewhere in the Agreement to be solely realized and appropriated by the Developer; and
- (xi) the Reimbursable Costs.

REALIZATION shall mean the amounts realized from the sale of constructed spaces, signage spaces, car parking spaces, Nomination Charges, Cancellation Charges common areas arising from sale and transfer but excluding Extra Charges and Deposits

SAID SHARE – shall mean the undivided proportionate indivisible part or share in the said land attributable to either party's allocation as in the context would become applicable.

SIGNAGE SPACE – shall mean all signage and display spaces outside all Units/ spaces in the common areas of the commercial area, if any and the Complex and the exterior of the new buildings including the roofs, car parking area and the open areas of the new buildings as also the boundary walls of the Complex.



District Sub-Registrar-II
Alipur, South 24 Parganas
15 JUN 2022

SPECIFICATION – shall mean the specification for the said Complex as mentioned in the **SIXTH SCHEDULE** hereunder written subject to minor alterations or modifications with the consent of the Architect.

TITLE DEEDS – shall mean the documents of title of the Owners in respect of the said Land mentioned in the **SEVENTH SCHEDULE** hereunder written and the documents of title of the Owners as available in respect of the said Land.

TRANSFER – with its grammatical variations shall include transfer by possession and by other means adopted for effecting what is understood as a transfer of space in multi-storied building to the transferees thereof as per law.

TRANSFeree/PURCHASER – according to the context shall mean all the prospective or actual transferees who would agree to purchase or shall have purchased any Unit in the Complex and for all unsold Unit and/or Units in the Owners' allocation shall mean the Owners and for all unsold Unit and/or Units in the Developer's Allocation shall mean the Developer.

2. **INTERPRETATION:**

In this agreement save and except as otherwise expressly provided –

- i) All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- ii) The division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.



District Sub-Registrar-II
Alipora, South 24 Parganas

19 JUN 2022

- iii) When calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- iv) All references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- v) The words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.
- vi) Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.
- vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated. All the aforesaid recitals shall form integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

3. PURPOSE

- 3.1 This Agreement is to 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 Project Land in favour of the Developer, the nature of the Project to be developed by the



District Sub-Registrar-II
Alipur, South 24 Parganas
19 JUN 2022

Developer and the rights and obligations of the Parties towards the implementation of the Project.

3.2 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 provisions and purposes of this Agreement. The Owners shall provide all assistance to the Developer that may be required by the Developer from time to time for the purpose of carrying out and performance of the respective duties and obligations contemplated hereby.

3.3 If, for any reason whatsoever, any term contained in this Agreement cannot be performed or fulfilled, then save and except any other rights the Parties respectively may have against the other under this Agreement or in law, the Parties shall meet, explore and agree to any alternative solutions depending upon the changed circumstances, but keeping in view the spirit and objectives of this Agreement.

4. **OWNERS' REPRESENTATIONS:** The Owners have represented to the Developer as follows:-

(a) The Owners trace their title successively from the C.S and R.S recorded owners right upto the L.R stage and possess clear, marketable, unfettered, absolute and unrestricted right, title and interest and pursuant thereto are seized and possessed of and well and sufficiently entitled to the Said land which is properly identified by metes and bounds in accordance with Mouza map. No person other than the Owners have any right, title and/or interest, of any nature whatsoever in the Said land or any part thereof and the Owners have made all payments to be made in terms of the sale deed/ documents under which the Said Land were acquired and there are no impediments,



District Sub-Registrar-II
Alipore, South 24 Parganas
19 JUN 2022

defaults, omissions or constraints whatsoever with regard to the rights, ownership, titles, estate, privileges and interests vesting in the Owner. All documents of purchase by the Owners have been duly stamped at the correct valuation of the Said Land as had been assessed by the concerned Registering Authority in accordance with Law and also registered as required under law;

- (b) The Owners have full right, power and authority to enter into this Agreement and the Memorandum and Articles of Association of the Owners Firms adequately disclose the fact that entering into this Development Agreement will not be ultra vires the Company's objects.

- (c) The Owners represent that they have made all material disclosures in respect of the Said Land and have provided all information in relation to the transactions contemplated herein and all original documents of title of the Owners and all other title related documents such as Powers of Attorney, Wills, Probates, Letters of Administration, Heirship certificates, Faraznama and/or sworn affidavits affirming heirships etc. wherever necessary with regard to the chain of title are in its custody and the Owners agree to deposit the same in the custody of the Developer Advocate , whom the parties have agreed to appoint as the Escrow Agent, to be held in Escrow and after formation of the Association, hand over the documents to the Association of Apartment owners. It is recorded that the developer has inspected and verified all the documents mentioned hereinabove and based on such representation and inspection, it is satisfied about the clear and marketable title of the owners. If however any disputes arise in future with regard to the title of the Owners, the Owners undertake to deal with the same and settle the same at their cost and expenses.



District Sub-Registrar-II
Alibara, South 24 Parganas

15 JUN 2022

For the purpose of due diligence by the Developer if any further documents are required, the Owners undertake to provide the same such as:

- (i) documents establishing Legal Heirship, Faraznama of the predecessors in title of the owners;
 - (ii) any document establishing requisition of land whether subsequently acquired or not ;
- (d) The Owners further represent that no part of the Land is affected by any Thika tenancy.
- (e) The Owners shall do or cause to be done all deeds and things at its costs and expenses as to the title of the Owners to the said land so far as the same may legally be warranted and agree to ensure that no other person, acting under or through them, does, any act of commission or omission that (i) interferes with or causes any obstruction or hindrance in the exercise of any of the Development Rights by the Developer; or (ii) whereby the grant or assignment of the Development Rights or the rights of the Developer in respect of the Said Project Land are prejudicially affected. In the performance of their duties and the exercise of its rights, powers and authorities under this Agreement, the Owners shall act in the best interests of the Project and shall not, in any manner whatsoever do any act, deed or thing that is detrimental to or against the interests of the Project.
- (f) The Owners further represent that neither they nor their predecessors held any excess vacant land within the meaning of Urban Land (Ceiling and Regulation)Act, 1976 and if required the Owners shall apply for and obtain necessary no objection certificate from the Competent Authority under the said Act at its cost and expenses.



District Sub-Registrar II
Alipore, South 24 Parganas
15 JUN 2022

- (g) The Said Land and all parts of it are free from all kinds of Encumbrance and third party claims including any prior sale/ agreement to sell, lease/license/ allotment whether flat buyer agreement, plot buyer agreement or villa buyer agreement or any other agreement or memorandum of understanding for sale, booking of any plot, flat, apartment or any other space/ area gift, mortgage, tenancy, license, trust, exchange, lease, encroachment by or settled possession of a third party or any power of attorney or any other authority, or otherwise empowering any other person(s) to deal with the Said Land or any part thereof for any purpose whatsoever, claims, loan, surety, security, lien, court injunction, litigation, stay order, notices, charges, disputes, acquisition, attachment in the decree of any court, hypothecation, income tax or wealth tax attachment or any other registered or unregistered Encumbrance whatsoever. The Said Land is properly contiguous land and there are no impediments with regard to the development and construction of the Project on the Said Land;
- (h) The Owners are in absolute compliance of the Applicable Law, all statute , law, land ceiling laws, regulation, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question as in effect as of the date of this Agreement;
- (i) No part or portion of the Said Land is classified as 'industry'.
- (j) No part or portion of the said Land falls under the East Kolkata Wetlands (Conservation and Management) Act, 2006,
- (k) The Said Land does not fall under a forest zone.



District Sub-Registrar M
Alipora, Garo Hills, Meghalaya
19 JUN 2022

- (l) That no suits and/or proceedings and/or litigations are pending in respect of the said Land or any part thereof and same is not involved in any civil, criminal or arbitration proceedings and no such proceedings and no claims of any nature (whether relating to, directly or indirectly) are pending or threatened by or against Owners or in respect whereof Owners are liable to indemnify any person concerned and as far as the Owners are aware there are no facts likely to give rise to any such proceedings.
- (m) The Owners further represent if any dispute arises in future the Owners shall be responsible for any litigation related to their title to the said land and in that event, the Owners shall, at their own costs and expenses, settle all disputes, claims, demands, suits, complaints, litigation, etc. in relation to the right, title and interest of the Owners over the Said Project Land and ensure that the development and construction of the Project by the Developer shall not be interrupted, obstructed, hampered or delayed in any manner by such disputes, claims, demands, suits, complaints, litigation, etc. Further, the Owners agree and acknowledge that in the event the Developer incurs any costs, expenses, damages etc. to rectify or remedy the title of the Owners to the Said Land subject always to the precondition that such expenses would have been incurred only with the knowledge of the owners, it shall be entitled to be paid / reimbursed such amounts by the Owners either to be retained by the Developer out of the sale proceeds payable to the owners or be paid separately as may mutually be agreed to by the parties.
- (n) The Owners represent that they shall not (i) initiate, solicit or consider, whether directly or indirectly, any offers or agreements from any third party for the sale/ transfer or disposal of the said Land or any rights or entitlements, including any Development



District Sub-Registrar-II
Alibara, South 24 Parganas
1st JUN 2022

Rights in any manner whatsoever; (ii) enter into any arrangement or agreement of any nature whatsoever for sale/ transfer or disposal of the Said Project Land (or any rights or entitlements, including any development Rights in the Land), in any manner whatsoever with any other person; (iii) negotiate or discuss with any third party the financing, transfer, mortgage of the Said Land (or any rights or entitlements, including any development Rights in the said Land); and (iv) disclose any information pertaining to this Agreement or Said Land to any other person. The restriction as to sale or transfer of the said land by the owners shall be applicable only in case of transfer to any outsider / third party but shall not prevent the owners from transferring the said land or any part thereof in favour of any sister concern or entity or to even third party / outsider with the consent of the developer without in any manner affecting the development rights of the developer. The foregoing restrictions shall be applicable only during the validity and subsistence of this agreement and in case of cancellation or termination of this agreement by the Owners on account of any breach or default by the Developer; the said restrictions shall automatically stand negated.

- (o) The Owners represent that no part or portion of the said land belongs to any Debutter trust / or to any Minor ;
- (r) The Owners shall obtain and co-operate with the Developer in obtaining all certificates which may be required for the purpose of completing the registration of sale deeds or other deeds and /or for transferring the title for undivided share of the said Project Land in favor of the ultimate buyers.
- (s) The said land or any part thereof is, so far as the owners are aware, not affected by any requisition or acquisition of the Govt. or any other statutory body such as the HIDCO, Housing Board,



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Sub-Registrar II
Kuppam South 24 Parganas
19 JUN 2022

PWD or National Highway Authority or Road alignment of any authority or authorities under any law and the said land is not attached under any decree or order of any Court of Law or dues of the Income Tax, Revenue or any other Public demand.

- (t) So far as the owners are aware, there are no prohibitory orders, notices of any nature whatsoever of any Municipal Authority, Panchayat or Statutory Body concerning or relating to or involving the Said Land or the Owners pertaining to the Said Land and there are no court orders or any orders/ directions from any Governmental Authority or any other person, which may have any adverse effect on the ownership of the Said Land vesting with the Owner, the contemplated transaction under this Agreement or on the development and construction of the Project . In respect of R.S. Dag No. 221 corresponding to L.R. Dag No. 239, the Owners have applied to the Government for grant of long term settlement in their favour;
- (u) Subject to what has been stated in this Agreement, the Owners have not done and shall not do nor permit to be done, anything whatsoever that would in any way impair, hinder and/or restrict the appointment of and grant of rights to the Developer under this Agreement including, without limitation, the unfettered exercise by the Developer of its right to develop the said land.
- (v) There is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the affairs of the said land and there are no facts, which may give rise to any such dispute.
- (w) The Said Land of the Owners is free of any liability or demand and There is no outstanding property taxes, rates, duties, cess, levies including assessments, water charges, electricity charges, dues or



Sub-Registrar-II
Alipore, South 24 Parganas
18 JUN 2022

any other charges by the Municipal Authorities or any infrastructure charges, under any Applicable Law, Revenue or any other Authority or department of the State or Central Government nor is there any claim or demand by any person or persons affecting the said land, However, if at any stage any demand/notice is received from the Municipality/Panchayat in this respect then the Owners shall remain liable to bear the cost of the same upto the date of handing over possession for development.

- (x) The Owners would be able to deliver peaceful vacant possession of the said land to the Developer.
- (y) The Owners would be able to fulfil and complete all the other obligations set out herein after.
- (aa) The Owners hereby consent to the Developer to publish appropriate notices of the impending development of the Project land in the leading news papers.
- (bb) That the Owners have not stood as Guarantor or Surety for any obligation, liability, bond or transaction whatsoever;
- (cc) None of the Owners and/or their immediate predecessors was a 'Big Raiyat' in terms of the W.B.E.A Act 1953 and none of them own land in excess of the ceiling prescribed in the West Bengal Land Reforms Act, 1955.
- (dd) The Owners represent and confirm that access to and/or ingress and egress to and from the Said Project Land is unconditionally and absolutely available for all purposes from the 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



District Sub-Registrar II
Alipura, South 24 Parganas
19 JUN 2022

restricts the ingress / egress to and from the Said Project Land from the road and may give rise to any dispute for access.

- (cc) The Developer has inspected the land and being satisfied about the logistic and physical condition of the land parcel mentioned in Part I and Part II of First Schedule herein below and has further agreed that any development charges are required which includes Land Filling and construction of Boundary Wall mentioned in Part I and Part II of First Schedule herein below, shall be borne by the Developer at his own expenses and the owners shall not be liable for the same.
- (ff) The Developer shall make its best endeavor to achieve optimum FAR utilisation in the construction / development of Row Houses/Villas with incremental benefit resulting from Green Building norms/certifications and if the Owners are interested in availing/purchasing such extra FAR, then the Owners shall bear all statutory cost and incidental expenses of obtaining such extra/additional FAR and the revenue from its sale shall be shared between the Owners and the Developer in the agreed ratio.
- (ff) The Owners state, declare and assure the Developer that based on their representation of a clear and marketable title to the Said Land:
 - (i) the Developer can submit the declaration supported by a sworn affidavit together with the application to the Real Estate Regulatory Authority under the Estate (Regulation & Development) Act 2016 (as and when applicable) for registration of the project ;
 - (ii) Obtain Insurance of the title of the land as required under the said Act (as and when applicable) at the cost of the Owners.



District Sub-Registrar-II
Alipore, South 24 Parganas

14 JUN 2022

And in case the Developer suffers any losses on account of any defect in title of the owners arising in future, the Owners agree to indemnify the Developer.

For the avoidance of doubts, the representations mentioned above shall survive and continue to be in force and effect from the date of execution of this agreement. The Owners undertake to notify the Developer in writing, promptly within 48 hours, if they become aware of any fact, matter or circumstance (whether existing on or before the date hereof or arising afterwards) which would cause any of the representations or warranties given by them herein, to become untrue or inaccurate or misleading, at any point of time.

5. **DEVELOPER'S REPRESENTATION:**

- (i) The Developer has represented and warranted to the Owners that the Developer is carrying on business of construction and development of real estate and has sufficient infrastructure and expertise in this field for the same.
- (ii) It shall complete the development of the said premises in accordance with the sanction plans as modified from time to time and other parameters such as environment clearance, Microwave and Fire etc in this regard and in compliance with all applicable laws;
- (iii) Developer shall at all times perform the duties and undertake the responsibilities set forth in this Agreement in accordance with industry standards applicable to other residential and commercial Developer of repute in India offering similar quality and services products and using reasonable, expeditious, economical and diligent efforts at all times in the performance of its obligations;
- (iv) It shall securely hold possession of the said land against any



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District Sub-Registrar-II
Alipura, South 24 Parganas

7 4 JUN 2022

infiltration, trespass, illegal entry or third party possession by all means including but not limited to by employing security staff, at its own costs.

- (v) That it shall continue to comply with terms and conditions of all the consents and all other licenses, permits, approvals obtained or may be obtained in the name of the Owners for the development of the said premises;
- (vi) The Developer being a LLP for their mutual convenience it has been decided by the partners that in the unlikely and rare event of any differences in opinion and/ or any disputes arising amongst the partners *inter-se* in any matter connected with the progress & development of the project, Srijan Realty Pvt. Ltd., one of the partners shall decide on the issue and all the Partners agree to abide by the same. And in no case the progress of the project will/shall be stopped by any of the partners.
- (vii) That the Developer shall make timely payments of all taxes, cesses, duties, levies and charges and all applicable statutory dues as per applicable law payable by the Developer for the development of the said premises as per the terms and conditions of this Agreement;
- (viii) That the Developer has full power and authority to execute, deliver and perform its obligations under this Agreement.
- (ix) This Agreement is being entered into by the Developer after being prima facie satisfied about the title of the owners in respect of the Said Land.
- (x) Unless prevented by force majeure, the Developer shall complete timely construction.
- (xi) The Developer shall make timely payment of the Owners' share in the revenue.



District Sub Registrar-II
Alipore, South 24 Parganas

18 JUN 2022

- (xii) The Developer shall be solely liable to the Owners and subsequent buyers for all acts, deeds and things relating to quality of construction and delivery.
- (xiii) The Developer will comply with all relevant laws connected with the development of the Project.

6. **COMMENCEMENT:**

- 6.1 This Agreement commences and shall be deemed to have come in force on and with effect from the date of execution, mentioned above (commencement date) and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated in this Agreement.

7. **STRUCTURING OF THE PROJECT:**

- 7.1 Subject to the terms and conditions contained in this Agreement, on and from the execution of this Agreement Date, the Owners grant to the Developer and the Developer hereby accepts from the Owners, the Development Rights as stipulated herein in respect of the Said Land.
- 7.2 The Developer itself shall develop the said land subject however to the Owners complying with their obligations herein contained.
- 7.3 The Developer shall at its own costs and expenses be solely liable to do and comply with all acts deeds and things relating to (a) Planning of the Project, (b) preparation and Sanctioning of the Building Plans and obtaining all permissions and clearances and no objection for construction and marketing of the Project (including Pollution, Fire, Airport Authority, BSNL Authority, WBSEDCL, Authority under Competent Authority under Real Estate (Regulation & Development) Act 2016 and Promoter's Act etc.,) and (c) Construction of the Building Complex Project and making the same fit for construction and habitation and marketing and providing insurance during the entire



District sub-Registrar-II
Alipora, South 24 Parganas
19 JUN 2022

period of construction and warranty and defect liability for at least one year from the statutory completion certificates.

- 7.4 The Developer shall appoint all engineers, staffs, labour contractors etc., at its own costs and risks without any obligations or liability, in respect of laborers etc, upon the Owners in respect thereof and shall also appoint the Architect, Consultants & Surveyors, of the Project.
- 7.5 The specifications and facilities for construction shall be as per the **Sixth Schedule** attached herewith.
- 7.6 All sanctions, constructions, completion and delivery of the new building complex/project shall be done by the Developer upon due compliance of all laws and with good workmanship and good quality materials and at the sole risk and responsibility of the Developer.
- 7.7 The Developer will construct the Building Complex in different phases as may be decided by it in consultation with the Owners. The Developer will register the real estate project with the West Bengal Housing Industry Regulatory Act, 2017 or as per applicable law and obtain a commencement certificate after registration of each phase separately;
- 7.8 The Developer shall prepare all applications, plans, undertakings, lay out plans, details, descriptions etc. for submission with any Government Authority for obtainment of any Approval. The Owners agree that in the event the Owners are required to obtain any Approvals or have at any point in time applied for or obtained any approval whether with respect to the Project, it shall provide to the Developer copies of all such applications alongwith documents filed and approvals obtained, as and when the same are made or obtained. In case such approval is obtained by the Developer on behalf of the Owners then the Owners shall co-operate with the Developer for



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District Sub-Registrar-II
Midara, South 24 Parganas
18 JUN 2022

obtaining any of such approval at the cost of Owners with respect to the Project.

- 7.9 The Owners shall be deemed to have handed over the vacant and peaceful possession of the said Land to the Developer for the purpose of development and construction of the Project, and the Developer shall have the right to enter upon the Project Land directly or through its agents, architects, consultants, representatives, contractors and to do all such acts and deeds required and/or necessary for, exercising the Development Rights and for the implementation and development of the Project. Provided however that, nothing contained herein shall be construed as delivery of possession in part performance of any Agreement of Sale under Section 53-A of the Transfer of Property Act, 1882 or Section 2(47)(v) of Income Tax Act, 1961. The possession of the Project Land handed over to the Developer shall be in accordance with and for the purposes of development and construction of the Project and other rights and entitlements as set forth in this Agreement.
- 7.10 Subject to Force Majeure and/ or any delays owing to defaults of the Owners or any acts, omissions or conduct of the Owners or any persons acting on behalf of the Owners, the Developer shall obtain all requisite approvals within 6 (six) months of the Owners completing all obligations plus an additional grace period of further 6 (six) months. Thereafter, the Developer shall complete the construction of the buildings within a period of _____(_____) months with a grace period of further 12 (twelve) months from the date of all requisite Approvals for commencement of construction and development of the Project are obtained by the Developer ("**Completion Period**"). The Developer shall provide to the owners a quarterly progress report comprising of the status of the construction and development of the Project. It is clarified that the Parties agree that any delays owing to Force Majeure; and/ or any delays owing to defaults of the Owners or



District Sub-Registrar-II
Alipore, South 24 Parganas
19 JUN 2022

any acts, omissions or conduct of the Owners or any persons acting on behalf of the Owner shall be excluded from the calculation/determination of the Completion Period which is also extendable on practical/reasonable /market consideration.

- 7.11 All fees, costs, charges and expenses including professional fees and supervision charges in respect of the above obligations of the Developer shall be borne and paid by the Developer. Except the costs and expenses for performance of the Owner's obligations such as Mutation and title related expenses thereof and the obligation to contribute marketing costs in terms hereof, the owners shall not be liable for any costs and expenses related to construction of the Project.
- 7.12 In the event the Said Project Land is acquired before the commencement of construction by any Governmental Authority under any land acquisition laws, the Parties shall work together to (i) contest, dispute and take all steps and actions, against such proposed acquisition/ acts of the Governmental Authority; (ii) ensure that the Project is executed and implemented within the remaining part of the Project Land. In case the acquisition becomes unassailable, the Owners shall pay out of amounts/ benefits received by the Owners for any such acquisition to the Developer the Security Deposit without any interest thereon and shall also pay any amount spent by the Developer towards the project Costs. In the event the Owners dispute the Project Costs then the Project Costs shall be decided by mutual discussion between the parties, but if such discussion fails then by reference to Arbitration;
- 7.13 The 'Ponds' on a part of the Project land will not be considered for purpose of calculation and grant of FAR on the Project Land but the same may form part of the Facilities to be provided.



District Sub-Registrar-II
Alipore, South 24 Parganas
16 JUN 2022

8. **EXCLUSIVE ENTRY FOR DEVELOPMENT:**

- 8.1 Simultaneously with the execution of this agreement, the Owners have in part performance hereof allowed the Developer right to enter the said land directly or through its agents, architects, consultants, representatives, contractors to develop the same by constructing or causing to be constructed new buildings and to take all steps in terms of this agreement. This right of entry will not debar the right of the Owners in any manner to enter into the premises and it shall always be deemed to be in joint possession for the sole purpose of development of the land.

9. **STEPS FOR DEVELOPMENT OF THE SAID PROJECT LAND:**

- 9.1 The Parties have mutually decided the scope of the Project, that is, the development of the said Project land by construction of the New Buildings thereon, and commercial exploitation of the New Buildings and/or the complex. The Developer has conceptualized the project to be residential. Provided always that if so permitted by the authorities, certain portions may be constructed as commercial for establishment of shops etc. for servicing the buyers.
- 9.2 The Developer further assures that upon entering into any agreement with any other contractors/ partner (s)/ LLP, they shall intimate the land owners about such agreement and the land owners shall not be responsible for any dispute which may arise amongst the Developer and the assignee developer
- 9.3 By virtue of the rights hereby granted the Developer is authorised to build upon and exploit commercially the said Project land by: (1) constructing the New Buildings, (2) dealing with the spaces in the New Buildings with corresponding undivided proportionate share in the said land to the extent and on the terms and conditions hereinafter contained.



District Sub-Registrar-II
Alipore, South 24 Parganas
19 JUN 2022

- 9.4 At the time of the execution of this agreement the Owners shall make over all the documents of title in respect of the Said land the title documents relating thereto with the Developer and subsequently the Escrow Agent whom the parties have agreed to appoint who will keep them under 'Escrow'. Inspections and productions of all such records if and when so reasonably and lawfully required by any one entitled thereto, shall be made available to all concerned by the Escrow Agent without any interference by either of the parties hereto. Upon formation of Association / Society / Company of transferees and sale of all areas in the Building Complex, the title deeds shall be handed over to the Association/Society/Company only upon issuance of no dues certificate by the Owners in respect of the share of the owners in the sale proceeds in terms of this agreement. In case of availing bank loan, the escrow agent on receiving the prior instructions from both land owners and Developer, shall handover custody of the title documents for safe custody of the bank.
- 9.5 The Owner shall apply in their name for conversion of the said project land and shall obtain conversion of the said project land to homestead or 'Bastu' land.
- 9.6 The Developer shall at its own costs and expenses prepare the plans for the new buildings in the said project and shall have the same sanctioned from the sanctioning authority at the cost and expenses of the Developer.
- 9.7 All other permissions, approvals, sanctions, no-objections and other statutory formalities for sanction of plan would be obtained by the Developer at its cost and expenses.
- 9.8 The Owners shall, however, sign and execute all papers, documents, plans, declarations, affidavits and other documentations required for such sanction and construction as and when required by the



District Sub-Registrar-II
Alipore, South 24 Parganas
19 JUN 2022

Developer without any objection of whatsoever nature and within 7 days of the request being made and the documents being physically and completely delivered to the Owners. In addition to the aforesaid, the Owners shall sign, execute and register a General Power of Attorney authorizing the Developer, its affiliates or its officers to act, do and perform all or any of the obligations of the Developer mentioned above. The Owners shall ensure that the Power of Attorney remains in full force and effect throughout the implementation of the Project till completion of project or completion of bank loan, whichever is later. In the event any subsequent steps are required for the reasons of change in law or otherwise to sustain the Power of Attorney in supercession of the earlier Power of Attorney and all powers granted therein, the Owners shall take all such steps and do all such acts including execution and registration of a fresh power of attorney as may be required to provide the authorizations to the Developer for proper implementation of the Project.

10. **CONSTRUCTION AND COMMERCIAL EXPLOITATION OF NEW BUILDINGS:**

- 10.1 The Developer in consultation with the Owners has appointed **M/s. Raj Agarwal & Associates** as the Architect and consultants to complete the Project. All costs charges and expenses in this regard including professional fees and supervision charges shall be borne, discharged and paid by the Developer.
- 10.2 The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owners construct, erect and complete the Row Houses pursuant to the final plans to be sanctioned by sanctioning authorities and as per the specifications mentioned in the **Sixth Schedule** hereunder. The decision of the Architects regarding measurement of area constructed and all aspects



District Sub-Registrar-II
Alipore, South 24 Parganas
18 JUN 2022

of construction including the quality of materials shall be final and binding on the Parties.

10.3 The Developer shall at its own costs install and erect in the New Buildings, the Common Areas, Installations and Facilities including pump, water storage tanks, overhead reservoirs, water and sewage connection and all other necessary amenities and complete the same prudently and diligently in all respects so as to make the buildings habitable in all manners.

10.4 (i) The Developer has agreed to commence construction of the Project within a period of three months from the date of obtaining the last of the Approvals by the concerned regulatory authority required for commencement of construction of the Project subject to their being: (a) no Force Majeure events; and (b) no defaults of the Owners or any acts, omissions or conduct of the Owners which may cause or result in delays in commencement of construction (such date shall be calculated after taking into consideration delays/ time taken owing to the Force Majeure.

(ii) The said Project on the Said project Land may be constructed /developed and completed by the Developer in phases considering the marketing strategy and economy of the locale and the Developer shall keep the Owners informed in writing about its any such intention.

(iii) Developer shall at its own cost and expenses and without creating any financial or other liability on the Owners, develop the Land and construct the Building(s) in accordance with the Building Plans, specifications and elevations sanctioned by the local, Municipal and Development authority subject to any amendment, modification or variation to the said Building Plans and specifications which may be made by the Developer in consultation with the Owners subject to the approval of the appropriate authorities, if required. The Project as a



District Sub-Registrar-II
Alipore, South 24 Parganas
15 JUN 2022

whole and the Building(s) shall be constructed under the supervision and guidance of the Architect and the decision of the Architect as to the cost, quality of the materials and specifications to be used for construction of the Building(s) shall be final, binding and conclusive on the Parties.

(iv) Owners shall have the full liberty to enter the Land at any time and inspect and/or cause to be inspected the material and/or the construction at the Land but only after serving a notice of minimum 24 hours to the Developer. However, Owners' shall share their views only with the officers designated by the Developer for the purpose.

(v) The Developer shall cause construction by use of standard quality building materials specifications as may be recommended by the Architects of the Project keeping in mind the conditions that may be imposed by various sanctioning and approving authorities and agencies and also without attaching any liability of obligation on any one of the Owners.. Developer shall furnish the certificate of the Architects as to the quality of material and construction being carried out in terms of this Agreement to the Owners on a yearly basis only for the specific issues raised by the Owners.

(vi) The Developer would cause erection of pathways, driveways and lanes as may be required for free ingress and egress to and from the Land and Building(s) to be constructed at the Land. The Developer shall construct the required common parts and essential services including water, drainage/sewerage, electricity and telephone connections and landscaping and electrification of roads, pathways, driveways and lanes.

(vii) All taxes, duties, cess, levies etc. levied by or payable to any Government Authority or any municipal or other authority relating to the Land upto the date of possession of the said Land is handed over



District Sub-Registrar-II
Alipore, South 24 Parganas
14 JUN 2022

to the Developer shall be the liability of the Owners and thereafter the Developer shall be liable to pay all such taxes, duties, cess, levies etc.

11. **POWERS AND AUTHORITIES:**

11.1 To enable the Developer to specifically perform its obligations arising out of this Agreement and subject to the other terms and conditions of this agreement, the Owners agree and undertake to jointly and/or severally execute and cause to be registered simultaneously herewith a power of attorney ("**POA**") in favour of the Developer and/or its designated officer / executive / representative. The POA executed by the Owners in favour of the Developer shall remain effective and registered for the entire term of this Agreement so as to enable the Developer to perform all its obligations as stated under this Agreement. The Said Power of Attorney is simultaneously executed by the Owners and made part of this document.

12 **FINANCIALS:**

12.1 All benefits under the Income Tax Act for borrowings for development would be available to the Developer and it would be entitled to claim all such benefits

12.2 All the transferees of Row Houses shall pay to or deposit with the Developer the Extras and Deposits (EDC) mentioned in the **Fourth Schedule** hereunder written for the Units to be acquired.

12.3 The cost of marketing of the project/Complex which includes all the marketing related costs such as advertisement and promotion costs of the project, brokerage/commission etc would be shared by and between the Owners and the Developer. The Owners' share of the marketing cost is fixed at 5% (five percent) of the Owners' share in the realizations which the Owners shall pay to the Developer as a marketing cost including all taxes.



District Sub-Registrar-II
Alipora, South 24 Parganas

19 JUN 2022

12.4 In connection with the sharing of realization the following is agreed:-

- (a) Except Extra Charges and Deposits (EDC) as mentioned in **Fourth Schedule**, all proceeds and receivables in gross on any account whatsoever arising from the sale or transfer or otherwise of any Transferable Areas (in short Realization) by the parties jointly as above shall belong to the Owners herein and the Developer in the said ratio i.e 29 % to the Owners herein and 71% to the Developer with the owner's share being disbursed after the end of every month.
- (b) Extras and Deposits (EDC) shall be realized solely by the Developer from the prospective buyers of the transferable areas and after the formation of Association, Refundable Deposits remaining inappropriate, will be handed over to the said Association.
- (c) it is however agreed that irrespective of West Bengal Housing Industry Regulation Act, 2017 coming into effect the owners will always be entitled to receive their share of revenue after the end of every month.

13. MORTGAGE OF THE LAND

- a) The Developer shall have the right and authorities to arrange for financing of the project (project finance) from any Banks and/or Financial Institutions for construction and completion of the project upon such terms and conditions as may be applicable. Such finance may be secured by mortgaging the said project land in favour of any bank / financial institution by deposit of original title deeds of the said project land by way of Equitable Mortgage and/or by executing Simple Mortgage and/or by creating English mortgage and/or executing Registered Mortgage . Further, the



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District Sub-Registrar-II
Alipore, South 24 Parganas
1 JUN 2022

developer shall create charge in respect of its share of revenue or allocation in the project without creating any charge/ liability in respect of Owner's share of revenue or owner's share of revenue or Owner's allocation in the project. Further, the Developer may execute any document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of deposited title deeds, deliver the title deeds and to receive back the title deeds, etc.

14. DEALING WITH SPACES IN THE NEW BUILDINGS:

- 14.1 The Owners agree and undertake that (i) the Developer shall have the exclusive right to launch the Project, name the Project, display, signage/ display rights (whether on hoardings or on terraces or otherwise) and sell/ license/transfer the Developer's Share, in such manner and on such terms, as may be deemed appropriate by the Developer, in its sole and absolute discretion; (ii) the name and/or identification numbers given to the buildings or portions thereof of the Project shall be displayed in a manner as may be decided by the Developer in its sole discretion; (iii) no signboard, hoarding or any other logo or sign shall be put up by the Owners on the Buildings on the exterior of the Buildings or on the outer walls of the Buildings of the Project; and (iv) the Owners shall not do any act or thing that may adversely affect the aesthetic appearance/beauty of the Buildings of the Project nor do anything which may cause nuisance or obstruction or hindrance to the Intending Purchasers.
- 14.2 All the spaces in the new buildings will be marketed by the Developer through a common marketing agency to be appointed by the Developer (collectively Marketing Format) and the marketing agents shall act on behalf of the owners and the Developer.



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District Sub-Registrar-II
Alipore, South 24 Parganas
1 JUN 2022

- 14.3 The Developer shall ensure that the advertising and marketing is carried out in a manner that is consistent with and not in derogation of or conflict with any of the terms or provisions of this Agreement and the Applicable Laws and the marketing collaterals to the extent possible shall also include the brand name of the Owners.
- 14.4 The Developer shall in consultation with **Mr. Chandan Chatterjee**, representing all the owners, determine the price for sale or disposal of the spaces in the said project to be constructed by the Developer keeping in view the economics and market response of the project. None shall sell or market any Transferable Areas below such basic price.
- 14.5 The Developer shall in consultation with the Owners representative named above, periodically revise the rates for sale of various types of transferable areas and the same shall be adhered to.
- 14.6 The Parties hereby agree, undertake and acknowledge that, (i) all agreements for sale/allotment/ buyer agreements and (ii) any other agreement or memorandum of understanding or letter of intent for sale, booking of any Unit Row House/ Villa or any other space/ area in their respective Shares in the Project Land; and (iii) any other agreement or memorandum of understanding or letter of intent or letter or form to accept or receive any request for booking or allotment of any Unit or any other space/ area in the Project Land; and (iv) any power of attorney or indemnity bond or undertakings or other agreements which are ancillary to the agreements contemplated above (hereinafter collectively the "**Unit Agreements**"), shall be prepared by the Developer and further the Developer shall have all right, power and authority to execute and register the Deed of Conveyance for the Unit(s) and the proportionate undivided interests in the Land in favour of the Intending Purchasers of the Unit(s). The Owners, as and when called upon by the Developer, shall join and execute all such Deeds of Conveyance as the Land Vendors confirming party or in such capacity



District Sub-Registrar-II
Alipora, South 24 Parganas

15 JUN 2022

as may be appropriate in the context. The stamp duty and registration fees on any such Power of Attorney shall be paid by the Developer.

14.7 The Developer and Owners shall execute and register with the appropriate registering authorities Deeds of Conveyance or other document for transferring and/or demising of any saleable space in the New Buildings as aforesaid unto and in favour of the intending purchasers / transferees and the cost for stamp duty and registration charges in respect thereof shall be borne by the intending purchasers / transferees as the case may be. For separate developer's allocations, if occasion so demands in terms of this agreement, the Owners shall execute the deeds of conveyance in respect of the land share attributable to any completed unit forming part of the developer's allocation in any phase only upon delivery of the completed separate owner's allocation in such phase/Block by the Developer to the Owner. For separate owner's allocation, if the occasion so demands in terms of this agreement, the Developer shall if so required by the Owners join in as party to any agreement or deed in favour of the Transferees.

14.8 It is agreed and recorded that all Agreements, Deeds of Conveyance or any other papers and documents in respect of the transfer of any areas in the New Buildings shall maintain uniformity in respect of the restrictions, stipulations, covenants, terms and condition for the use and occupation thereof applicable to transferees together with amenities and facilities therein as are stipulated in this agreement or that would be drafted by the Developer's Advocates forms whereof shall be required to be approved by the Owners' Advocates and the parties hereby undertake to each other that neither of them shall deviate from such restrictions stipulations, covenants, terms and conditions.

15. **SHARE OF OWNERS' AND DEVELOPER IN THE DEVELOPMENT**



Sub-Registrar-II
South 24 Parganas
14 JUN 2022

- (i) It is clearly agreed by and between the parties that the revenue sharing model of the total realisation from sale and transfer of all saleable spaces in the project shall be allocated amongst the parties in the following ratio

(a) To the Developer	-71 % (i.e Developers Allocation)
(b) To the Owners	-29 % (i.e Owners Allocation)

The share of the revenue under owner's allocation shall be distributed amongst each of the land owning companies in accordance with the proportion of share of each company in the project land.

16. **MUNICIPAL TAXES, OTHER TAXES AND OUTGOINGS:**

- 16.1 All Municipal rates and taxes or land revenue and outgoings (collectively Rates)) on the said land relating to the period prior to the date of execution hereof shall be borne, paid and discharged by the Owners and such dues shall if detected hereafter be borne and paid by the Owners as and when called upon by the Developer, without raising any objection thereto.
- 16.2 As from the date hereof, the Developer shall pay the Rates as aforesaid in respect of the said land till such time the New Row Houses or Villas are ready for occupation upon issuance of statutory Completion Certificate in respect thereof, after which, the Transferees shall become liable and responsible for payment Provided That in case the Developer is liable to pay any Rates in respect of unsold and unallocated portions of duly completed New Buildings, the Owners shall reimburse proportionately in respect of the Owner's share to the Developer.
- 16.3 It is agreed and recorded that the Owners and the Developer and/or their respective intending Purchasers shall be liable to bear and pay, GST or any other kind of tax or imposition or burden as may be payable and/or applicable.



District Sub-Registrar-II
Alimnara, South 24 Parganas
19 JUN 2022

17. **POST COMPLETION MAINTENANCE:**

- 17.1 On completion of each phase/block the Developer shall give a notice to the Owners informing thereabout. Before giving notice as aforesaid, the Developer shall obtain the statutory Partial/Completion Certificate from the concerned municipal authorities in respect of the area forming part of such notice.
- 17.2 The Parties and/or their respective nominees/transferees shall punctually and regularly pay the maintenance charges, Rates for their respective allocations to the concerned authorities / Maintenance in charge in accordance with the terms and conditions hereof.
- 17.3 The Developer shall be at liberty to promote / float / incorporate a Company or an Association upon completion of the Project to look after, manage and administer such maintenance work on account of the Intending Purchasers of the Units in the Building (s) constructed on the Said Land and also realize the monthly maintenance charges and incur costs and expenses for the maintenance.
- 17.4 Till handing over of the project to the Association the Developer shall be responsible for the management, maintenance and administration of the New Buildings or at its discretion appoint an agency to do the same. The Owners hereby agree to abide by all the common rules and regulations to be framed for the management of the affairs of the New Buildings.
- 17.5 The Developer or the Agency to be appointed shall manage and maintain the Common Portions and services of the New Buildings and shall collect the costs and service charge thereof (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Buildings, land tax, water, electricity, sanitation and scavenging charges and also occasional



District Sub-Registrar-II
Alipore, South 24 Parganas
3 JUN 2022

repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments and all other expenses incurred for common purpose.

18. **COMMON RESTRICTIONS:**

18.1 The Complex shall be subject to the restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the New Buildings.

18.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the New Buildings shall permit the agency to be appointed, with or without workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof with prior notice.

18.3 It is agreed between the parties that the Developer shall frame a scheme for the management and administration of the New Buildings and all the occupiers of the building shall perpetually in succession abide by all the rules and regulations to be framed in connection with the management of the affairs of the New Buildings.

19. **OBLIGATIONS OF THE DEVELOPER:**

19.1 Execution of the Project shall be in conformity with the sanction plans and in due and strict compliance of the prevailing laws, rules and bye-laws of all concerned authorities and State Government/Central Government bodies.



District Sub-Registrar-II
Alipora, South 24 Parganas
19 JUN 2022

- 19.2 The Developer shall be responsible for planning, designing development and construction of the New Buildings with the help of professional bodies, contractors, etc.
- 19.3 All tax liabilities in relation to the construction including sales tax, works contract tax, Goods and Service Tax and other dues shall be paid by the Developer.
- 19.4 The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the laws and rules applicable to construction of the New Buildings.
20. **OBLIGATIONS OF OWNERS:** During the subsistence of this agreement:
- 20.1 The Owners undertake not to disturb, interrupt or interfere with or commit any act or omission which would in any manner result in any detriment to the Development Rights of the Developer or delay or stoppage of the Project.
- 20.2 The Owners undertake to fully co-operate wherever necessary with the Developer for any requirement of the Developer for obtaining all permissions required for development of the said Land.
- 20.3 The Owners shall provide the Developer with all available documentation and information relating to the said land as may be required by the Developer from time to time.
- 20.4 The Owners hereby covenant not to cause any interference or hindrance in the construction of the New Buildings.
- 20.5 If there be any litigation on any part or portion of the said Land, the Developer after obtaining necessary registered Power of Attorney from the Owners undertakes to settle the same and withdraw or cause to



District Sub-Registrar-II
Alipora, South 24 Parganas
19 JUN 2022

be withdrawn the cases and vacation of the Injunction Orders at the cost of the Owners. And such withdrawal of Litigation and vacation of the Injunction Order are the conditions precedent for commencement of Developer's obligations under this Agreement.

21. **INDEMNITY:**

21.1 The Developer shall indemnify and keep the Owners saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owners in relation to and/or arising out of acts on the part of the Developer including the construction of the New Buildings and also including any act of neglect or default of the Developer's contractors, employees or violation of any permission, rules regulations laws or bye-laws or arising out of any accident or otherwise or violation or breach of its obligations hereunder by the Developer or any attorney appointed under the powers of attorney to be granted by the Owners in pursuance hereof.

21.2 The Owners shall indemnify and keep the Developer saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developer in the course of implementing the Project including marketing thereof for any adverse legal impediment arising out of any successful claim by any third party for any defect in title of the said Project land or any of their representations being incorrect unless the same be rectified by the Owners in the usual course.

22. **MISCELLANEOUS:**

22.1 This agreement is being entered into by the Developer after being prima facie satisfied about the title of the Owners in respect of the said Project land. The Owners shall however always make out marketable title in respect of the said land and shall be liable to answer the requisitions that may be raised or made in respect of the title of the Owners in the said property.



District Sub-Registrar-II
Alipore, South 24 Parganas
18 JUN 2022

- 22.2 The agreement entered into by and between the parties herein is and shall be on principal to principal basis.
- 22.3 The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 22.4 Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 22.5 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 22.6 If the Developer desires to register this Agreement it shall make payment of appropriate stamp duty and registration charges. The Owners shall however provide all co-operation to the Developer to do that including being present before the registering authorities as and when required by the Developer.
- 22.7 It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of Owners. Further, various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorisation as may be required by the Developer for the purpose of development of land and the Owners also undertake to sign and execute all additional applications and other documents, provided that all such acts, deeds



District Sub-Registrar II
Alipore, South 24 Parganas
15 JUN 2022

matters and things do not in any way infringe on the rights of the Owners for the purpose of development of the land and/or go against the spirit of this Agreement.

22.8 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

22.9 The parties hereto shall be liable for their respective Income Tax, Wealth Tax or any other taxes and the parties shall keep each other indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses arising in respect thereof.

22.10 The name of the project and logo shall be decided by the Developer in consultation with the Owners.

23. **DEFAULTS:**

23.1 The following shall be the events of default:-

- a) If the Owners fails to do or cause to be done all deeds and things at its costs and expenses to satisfy the Developer as to the title of the Owners to the said land.
- b) If the Owners fails to apply for and obtain mutation of the said Project land in the names of the respective Owners with the records of the Municipality /Panchayat, if not already done.
- c) If the Owners fail to comply with any other obligation contained herein.
- d) The Owners shall not be liable to pay any interest to the prospective Purchaser if the Developer delays in handing over the Units to the Purchaser/Purchasers. Where as if any interest and penalty is claimed due to fault in title owners solely are



District Sub-Registrar-II
Alipore, South 24 Parganas
15 JUN 2022

responsible and will pay interest and penalty to intending purchasers as well as the developer.

e) If the Developer fails to perform its obligations under the Agreement.

23.2 In case of any event of default, the other party (the aggrieved party) shall serve a notice in writing to the defaulting party, calling upon the defaulting party to comply with their obligation in default within the time and in the manner to be mentioned in the said notice.

23.3 Upon receipt of such notice, the defaulting party shall remedy the said event of default and/or breach within the time and in the manner mentioned herein.

23.4 In case of default, if appropriate action is not taken within 30 days, in such event, the aggrieved party shall be entitled to serve a notice for termination of this agreement on the defaulting party.

23.5 On expiry of the said period of notice, if the defaulting party are the Owner, then the Developer shall be entitled to take over the responsibility of the defaulted item or items upon itself on behalf of the Owners and shall be entitled to complete the same at the, costs and expenses of the Owners. In the event of dispute between the parties as to the quantum of the costs and expenses, the same shall be decided by arbitration.

24. **FORCE MAJEURE:**

24.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Indenture, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of any act or



District Sub-Registrar-II
Midnapore, South 24 Parganas

15 JUN 2022

omission of the Party so prevented or breach by such Party of any of its obligations under this Indenture or which could have been prevented by the party so prevented it by being diligent, vigilant or prudent, including, without limitation, flood, fire, explosion, earthquake, subsidence, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or any relevant Government or Court orders materially affecting the continuance of the obligation or any local issues beyond the control of the Developer which may hamper the implementation of the Project such as Strike, lockout, non-availability of materials or other labour difficulties or existence of any adverse condition which causes a material or adverse effect or impact on the Project and/or the Land resulting in stoppage or suspension of work or sale of Units in the Project for a continuous period exceeding 30 (thirty) days.

- 24.2 If either Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of above mentioned clauses of Force Majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such further time after the cessation, as mentioned in clause 24.1 hereto. Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Indenture for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.



District Sub-Registrar-II
Alipora, South 24 Parganas
19 JUN 2022

- 24.3 In the eventuality of Force Majeure circumstances the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the completion thereof.
- 24.4 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.
25. **ENTIRE AGREEMENT:**
This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions / correspondence and agreements between the Parties, oral or implied. This Agreement shall take effect on the Date of this Agreement and shall remain in force till Completion. Neither Party shall, except as provided in clause 27 below, have the right to terminate the Agreement.
26. **AMENDMENT/MODIFICATION:**
No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.
27. **TERMINATION**
- (i) The Owners recognize and acknowledge that the Developer has invested and will further be investing substantial sums of money and time in the Project and has entered into this Agreement on the specific understanding that the Owners shall not be entitled



District Sub-Registrar-II
Alipore, South 24 Parganas

19 JUN 2022

to terminate this Agreement for any reason whatsoever unless the Owners are compelled to do so by reason of breach or default or unreasonable delay committed by the Developer.

- (ii) The Developer shall be entitled to terminate this Agreement in case:
 - (a) The Conditions Precedent are not satisfied/completed within 90 days from the Date of this Agreement or such other date as may be extended by the Developer from time to time at its sole discretion; or
 - (b) the Government Authorities concerned refuse to provide the permission for conversion of the use of the Land for the Project and/or permission under the Urban Land (Ceiling & Regulation) Act, 1976/or under any Applicable Laws is refused; or

In case of such termination the Owners shall forthwith refund the Security Deposit and expenses with interest to be calculated @ 12 % per annum and the Developer shall not vacate the Land and/or Land until such refund is made. However, it is provided that in case the Developer has availed Project Finance, in such event the termination will take effect only upon satisfaction of the outstanding liability of the Bank/Financial Institute as arising at the material time by the Developer.

28. **ORIGINAL/CERTIFIED COPY**

The registered original Development Agreement will be retained by the Developer and the certified copy will be preserved by the Owners.

29. **ASSIGNMENT AND SUB CONTRACT**



District Sub-Registrar-II
Alipora, South 24 Parganas
15 JUN 2022

- 29.1 The Developer shall with the express written consent in that regard of the Owners be entitled to assign its rights, obligations and interest in the Agreement (or part thereof), Development Rights, Project and/or built up area to any third party or to its affiliate/ subsidiary company after obtaining prior written consent of the Owners.
- 29.2 The Developer shall at all times be entitled to engage and contract out construction/ development of the Project or any specific aspect to any sub-contractor/ contractor on such terms and conditions as the Developer may deem fit and appropriate without attaching any liability pecuniary or otherwise to the Owners in any manner whatsoever.
- 29.3 The Owners shall not assign any rights and obligations contained herein to any person without prior written permission of the Developer.

30. **AUTHORIZATION**

The persons signing this Agreement on behalf of the respective Parties represent and covenant that they have the authority to sign and execute this document on behalf of the Parties for whom they are signing.

31. **CONFLICT**

To the extent that there is any conflict between any of the provisions of this Agreement and any other agreement by which the Owners or the Project Land or any part thereof is bound, the provisions of this Agreement shall prevail to the extent permitted by the Applicable Law.

32. **SPECIFIC PERFORMANCE OF OBLIGATIONS**

The Parties to this Agreement agree that, to the extent permitted by the Applicable Law, the rights and obligations of the Parties under this



District Sub-Registrar-II
Alipore, South 24 Parganas
15 JUN 2022

Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party.

33. **NOTICE:**

33.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, or by facsimile transmission or registered post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time). So far as the Owners and Developer are concerned the notice should only be given to:

a) **In case of the Owners:**

1. MR. Chandan Chatterjee,
88B, Sarat Bose Road,
P.S- Ballygunge, P.O. Kalighat,
KOLKATA- 700025.

2. MR. Rajesh Kumar Kedia,
50, Suhasini Ganguly Sarani, P.S. : Kalighat, P.O. Bhawanipore,
Kolkata - 700025

b) **In case of the Developer:**

MR. RAM NARESH AGARWAL
36/ 1A, ELGIN ROAD,
P.S. Bhowanipore, P.O. Lala Lajpat Rai Sarani.
KOLKATA - 700 020.

33.2 Any such notice or other written communication shall be deemed to have been served:

33.2.1 If delivered personally, at the time of delivery and duly receipted.



District Sub-Registrar-II
Alameda, South 24 Parganas

18 JUN 2022

33.2.2 If sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities.

33.2.3 If sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent. All facsimile transmission shall without affecting the delivery, be followed by a delivery in terms of clause 33.2.1 or 33.2.2 above.

33.3 In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by courier, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

34. **ARBITRATION:**

The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties. If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes, if not solved/settled, shall be referred to, and finally resolved by, arbitration by an Arbitration Tribunal formed in terms of the Arbitration and



District Sub-Registrar-II
Alipura, South 24 Parganas

15 JUN 2022

Conciliation Act, 1996 and Rules and amendments made thereunder. The arbitration shall be conducted in English and venue shall be Kolkata only.

35. **JURISDICTION:**

Only Courts having territorial jurisdiction over the said Project Land shall have jurisdiction in all matters arising here from.



District Sub-Registrar II
Alipura, South 24 Parganas
1 JUN 2022

POWER OF ATTORNEY
RELATED WITH AGREEMENT DEVELOPMENT AGREEMENT AS
MENTIONED HEREIN ABOVE

- (1) **AADRIKA AAVAS LLP** (PAN ABNFA3355N) A Limited liability Partnership registered under the Limited Liability Partnership Act, 2008 having its registered office at 88B, Sarat Bose Road, P.O Kalighat; P.S Ballygunge, Kolkata - 700026, represented by Authorised Signatory **Sri ABHIJIT CHAKRABORTY** PAN: AEIPC9889H) (AADHAR: 712729582308), son of Late Saurindra Mohan Chakraborty working for gain at 88B, Sarat Bose Road, P.O Kalighat, P.S Ballygunge, Kolkata - 700026
- (2) **AADRIKA COMPLEX LLP (PAN: ABMFA6648P)** A Limited liability Partnership registered under the Limited Liability Partnership Act, 2008 having its registered office at 50, Suhasini Ganguly Sarani, P.O. Bhawanipore, P.S. Kalighat, Kolkata -700025 represented by **MR. RAJESH KUMAR KEDIA** (PAN AFCPK8352E)(AADHAR:_908089003922), son of Late Ram Kumar Kedia, residing at 50, Suburban School Road, P.S. Kalighat, P.O Bhowanipur, Kolkata- 700025
- (3) **SHIVIKA REALCON LLP (PAN AASCS7678D)** A Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008 having its Regd. Office at 50, Suhasini Ganguly Sarani, P.O. Bhawanipore, P.S. Kalighat, Kolkata -700025,
- (4) **YOGINE INFRASTRUCTURE LLP (PAN AACFY2387E)** A Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008 having its Regd. Office at 50, Suburban School Road, Post Office- Bhawanipore, Police Station- Kalighat, Kolkata- 700025 represented by its **MR. RAJESH KUMAR KEDIA** (PAN AFCPK8352E) (AADHAR:_ 908089003922), son of Late Ram Kumar Kedia, residing at 50, Sub-Urban School Road, P.S. Kalighat, P.O Bhowanipur, Kolkata- 700025
- (5) **SHIVIKA NIWAS LLP (PAN ADUFS3091G)** A Limited Liability Partnership within the meaning of Limited Liability Partnership Act,



District Sub-Registrar-I
Alipore, South 24 Parganas
19 JUN 2022

2008 having its Regd. Office at 24/2, Mansatala Lane, Khidirpore, P.O. Khidirpore, Police-Station-Ekbalpore, Kolkata-700023, represented by Authorised Signatory **Sri ABHIJIT CHAKRABORTY** (PAN: AEIPC9889H) (AADHAR: 712729582308), son of Late Saurindra Mohan Chakraborty working for gain at 88B, Sarat Bose Road, P.O Kalighat, P.S Ballygunge, Kolkata – 700026 (hereinafter jointly referred to as the **PRINCIPALS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective Partners, their successors and/or successors-in-interest and assigns) of the **ONE PART**,

AND

RAGHABPUR PROJECTS LLP (PAN AAVFR7495R) A Limited Liability Partnership within the meaning of Limited Liability Partnership Act, 2008 having its Regd. Office at 36/1A Elgin Road, P.O.- Lala Lajpat Rai Sarani, P.S.- Bhawanipore , Kolkata- 700020 represented by **Sri Ram Naresh Agarwal**, (PAN: ACYPA1903G),(AADHAR NO: 594889630890) (Mobile No: 9830040316) Designated Partner, son of Late N.K.Agarwal, residing at Flat no. 5B, 135G, S.P.Mukherjee Road, P.S Tollygunge, P.O Kalighat, Kolkata -700026, hereinafter referred to as the **ATTORNEY** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present partners and such other person or persons who may be taken in or admitted for the benefit of the said partnership business their respective heirs executors administrators legal representatives and assigns) of the **OTHER PART**.

WHEREAS the Principal no.1 and 2 is the Owner of ALL THAT the land measuring 16 decimal more or less in R.S Dag No. 185 corresponding to L.R



District Sub-Registrar-II
Alipore, South 24 Parganas
15 JUN 2022

Dag No. 211 in Mouza Dhamaitala (J.L.No. 75, Pargana Magura, R.S No. 235, Touzi No. 119, P.O Dakshin Jagaddal, P.S Sonarpur, presently within Rajpur Sonarpur Municipality, District South 24 Parganas **and the Principal No.2 and 3 is the owner of land measuring** 19 decimal more or less in R.S Dag No. 48 corresponding to L.R Dag No. 62 in Mouza Raghobpur(J.L.No. 74, Pargana Magura, R.S No. 235, Touzi No. 119, P.S Sonarpur, under the jurisdiction of Poleghat Gram Panchayat, District South 24 Parganas Aggregating to **35** decimal equivalent to **21.18** Kottahs more fully described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the **SAID LAND**

AND WHEREAS for the purpose of development the Principal is now desirous of nominating, appointing and constituting **RAGHABPUR PROJECTS LLP**, the Developer represented by its nominees as its lawful Attorneys namely **Sri Ram Naresh Agarwal**, (PAN: **ACYPA1903G**) (AADHAR: **5948 8963 0890**) son of Late N.K. Agarwal, Designated Partner residing at 135 D, S. P. Mukherjee Road, P.O. – Kalighat, P.S. – Tollygunge, Kolkata – 700026, West Bengal and **Sri Sunil Agarwal** (PAN ADAPA9172G) (Aadhar No 740538323436) son of Late Mahavir Prasad Agarwal, residing at Block P, Flat No 3A, Sherwood Estate, 169,N.S.C.Bose Road, Police Station & Post Office- Narendrapur (Previously Sonarpur), - Kolkata- 700103, jointly and/or severally referred to as the "**ATTORNEYS**") to act, do and perform (either jointly or severally) the following acts, deeds, matters and things.

KNOW YE ALL MEN BY THESE PRESENTS, the Principal by writing under its common seal, do hereby appoint nominate and authorize the Attorney as its TRUE AND LAWFUL ATTORNEY for itself and on its behalf and in its name to do the following further acts, deeds and things relating to the Said Land (more fully described in the **SCHEDULE** hereunder written to act through one or more nominees either jointly or severally.



District Sub-Registrar-II
Alipore, South 24 Parganas
15 JUN 2022

1. To prepare, submit correspond, receive and sign all papers like Plans, Applications, Affidavits, Indemnities, Letters, authorizations and corrections, to appear and to represent before the competent authorities of the respective departments or bodies of both Central and State Governments like Kolkata Metropolitan Development Authority ("KMDA"), the Poleghat Gram Panchayat, Rajpur Sonarpur Municipality, Competent Authority for supply of Ground Water, West Bengal State Electricity Distribution Company or any other Supply Agency, Administrative offices of the Government of West Bengal, Urban Land Ceiling Authorities, Airports Authority of India, Bharat Sanchar Nigam Ltd., West Bengal Pollution Control Board/Environment Department, Govt. Of West Bengal, Directorate of Town and Country Planning, Kolkata Police, West Bengal Police, Land & Land Reform Department of the Govt. Of West Bengal etc., for obtaining the necessary certificates, sanctions, permissions, exemptions, no objection certificates orders etc., connected with the Said Property in respect of one or more of the following matters:
 - a) re-classification, re-constitution and / or re-union of the Said Property commensurate with the purposes for which the Development Agreement has been entered upon
 - c) Demolition of any superstructure(s) on the Said land
 - d) Proposed constructions (s) of New Building (s)
 - e) Additions, revisions and alterations renewals, regularization to the proposed New Buildings.:
 - f) Obtaining permanent or temporary service connections of water-supply, drainage, sewerage and electricity



District Sub-Registrar-II
Alipore, South 24 Parganas

19 JUN 2022

2. To apply for and obtain sanction of the building plan in respect of the Said land and to further apply for and obtain any modification or alterations thereto from time to time and at all times hereafter.
3. To apply for quotas, entitlements and other allocations for cement, steel, bricks and any other building material that may be required, for and on behalf of the owners/principals for construction of the New Building on the Said land.
4. To sign and execute all plans, sketches, maps, declarations, forms, petitions, letters or any other documents relating to or in connection with applying for and obtaining sanction of plan in respect of the Said land.
5. To obtain delivery of the sanction plan from the Municipal authorities/Zila Parishad or any other authority or authorities.
6. to enter upon the Said land with men and material as may be required for the purpose of development work and erect the new buildings as per the building plans to be sanctioned
7. To apply for and obtain necessary permissions, and/or approvals and/or sanctions from any statutory authority including the Rajpur Sonarpur Municipality, Zila Parishad, Fire Services Department, Government of West Bengal, Kolkata Police, West Bengal Police, West Bengal Pollution Control Board / Environment Department, Airports Authority of India ,Bharat Sanchar Nigam Ltd., and all other statutory authority or body.
8. To appear and represent the Principal before the necessary authorities including the Rajpur Sonarpur Municipality, Poleghat Gram Panchayat, Zila Parishad, Fire Services Department, Government of West Bengal, Kolkata Police, West Bengal Police, West Bengal Pollution



District Sub-Registrar-II
Alipora, South 24 Parganas
15 JUN 2022

Control Board / Environment Department, Airports Authority of India, Bharat Sanchar Nigam Ltd., and all other statutory authority or body in connection with the sanction, modification and/or alteration of plans.

9. To pay fees to obtain sanction or modification and such other orders and permissions from the necessary authorities as be expedient for sanction, modification and/or alteration of the sanctioned plans and submit all the papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects and other Agents, contractors and sub-contractors for the aforesaid purposes as the Attorneys shall think fit and proper.
10. To receive the excess amount of fees, if any, paid for the purpose of sanction, modification and/or alteration of the Plans to any authority or authorities.
11. To apply for and obtain electricity, gas, water, sewerage, drainage, telephone or other connections of any other utility to the Said Property and/or to make alterations therein and to close down and/or have disconnected the same and for that purpose to sign, execute and submit all papers, applications, documents and plans and to do all other acts, deeds and things as may be deemed fit and proper by the said Attorneys.
12. To pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the Said Property or any part thereof.
13. To appear and represent us before all authorities including Kolkata Municipal Corporation for fixation and/or finalization of the annual valuation of the Said land and for that purpose to sign, execute and



District Sub-Registrar-II
Nilgiris, South 24 Parganas

16 JUN 2022

submit necessary papers and documents and to do all acts, deeds and things as the Attorneys may deem fit and proper.

14. To arrange for financing of the project (project finance) from any Banks and/or Financial Institutions for construction and completion of the project upon such terms and conditions as may be applicable. Such finance may be secured by mortgaging the said land belonging to the Owners in favour of any bank / financial institution by way of Equitable Mortgage and/or by executing Simple Mortgage and/or by creating English mortgage and/ or Registered Mortgage. Further the Developer shall create charge in respect of its share of revenue or allocation in the Project without creating any charge or liability in respect of Owner's share of revenue or Owner's allocation in the Project. Further, the Developer may execute any document or documents in furtherance of the above objective. Notwithstanding the same, the Developer shall take the project finance without creating any charge / liability in respect of owner's share of revenue or owner's allocation in the project.
15. To insure the New Buildings and fittings and fixtures against damages, fire, tempest, riots, civil commotion, floods, earthquakes, bomb blasts, malicious damage or destruction and against other risks as the Developer may think sufficient to protect the interest of all concerned therein.
16. To collect advance / payment from the intending purchaser against sale/lease of the proposed constructed areas in the proposed New Buildings.
17. To ask for, receive and recover from all the Purchasers/Lessees and Transferees of Flats/Units and Apartments service charges for maintenance and all the other charges and also on non-payment



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District Sub-Registrar I
Agroha, South 24 Parganas

1 9 JUN 2022

thereof to enter upon and restrain and/or take legal steps for the recovery thereof.

18. To engage Advocates and to commence prosecute enforce defend answer and oppose all actions and other legal proceedings and demands touching any of the matters concerning construction on the Said Property or any part thereof and if thought fit to compromise settle, refer to arbitration, abandon, submit to judgment or become non – suited in any such action proceedings aforesaid before any Court, Civil or Criminal Tribunal or Revenue including the Rent Controller.
19. To Deposit and withdraw fees, documents and monies in and from any Court or Courts and /or any other person or Authority and give valid receipts and discharges therefor.
20. To sign, declare and/or affirm any plaint, written statement, petition, affidavit, verification, vakalatnama, warrant of attorney, Memo of Appeal or any other documents or papers in any proceedings or in any way connected therewith.
21. To file appeals, references, revisions and appear and represent before the competent authorities in respect of any matter relating to the Said Property.
22. To make and sign necessary application or pursue and follow up all applications already made and/or to be made to the appropriate Government Department, Local authority or other competent authorities including appropriate authorities under the Real Estate (Regulation & Development) Act, 2016 and the Urban Land (Ceiling & Regulation) Act, 1976 for all and any licenses, registrations, permissions and consents required by any act order statutory instruments regulations by laws or otherwise in connection with the Said Property



District Sub-Registrar-II
Alipore, South 24 Parganas

15 JUN 2022

in pursuance of the Map/Plan to be sanctioned and make payment of all charges and fees therefore and recovery of compensation, if any.

23. For all or any of the purposes hereinbefore stated to appear and represent us before all authorities having jurisdiction and to sign, execute and submit papers and documents.
24. To sign, execute and register and to appear before the sub registrar to register any Agreement (s), deeds or documents.
25. To present such agreement or conveyances for registration before the registering authority and admit execution thereof as if the same is executed by the Principal in respect of the Developer's Allocation.
26. To delegate such of the powers as the Attorneys in their absolute discretion shall think fit and proper to any of its officers and upon such delegation this power of attorney shall be deemed to have been granted by the Principal in favour of the said delegate or delegates as the case may be.
27. **AND THE PRINCIPALS** hereby ratify and confirm and agree to ratify and confirm all and whatsoever the ATTORNEY may do or cause to be done or purport to do by virtue of the Power hereby granted in connection with the development of the said Lands.
28. **AND WE HEREBY CLARIFY AND DECLARE** that all costs, charges and expenses of and incidental to any act, deed, matter or thing done or caused to be done by the Attorney in or about the exercise of any of the powers, authorities and/or discretions herein contained, shall be borne, paid and discharged by the Attorney alone, and we shall not be responsible for the same.



District Sub Registrar-II
Alipore, South 24 Parganas

19 JUN 2022

29. **AND** the Attorney or any person acting through the Attorney doth hereby agree to indemnify us and keep us and our partners, representatives, employees and agents harmless against all direct and/or indirect costs, charges and expenses, losses, or damages which we may suffer or incur as a consequence of misuse of this Specific Power of Attorney by the Attorney.

AND GENERALLY to do all acts, deeds and things, which are necessary for developing the Said Property in the manner aforesaid fully and effectively, and acts incidental and ancillary thereto **AND** the **PRINCIPAL** hereby agree to ratify and confirm all and whatsoever the **ATTORNEYS** shall do, execute or perform or cause to be done executed or performed in connection with the development of the Said Property in terms of the Development Agreement.

This Power of Attorney shall remain valid till the completion of the Complex on the Said Property and transfer of constructed area.

AND it is clarified that the terms and expressions used herein shall, unless there be something contrary or repugnant to the subject or context, have the meanings assigned to them in the Development Agreement.



District Sub-Registrar
Aligora, South-24 Parganas

19 JUN 2022

THE FIRST SCHEDULE ABOVE REFERRED TO:¹**(Said Land)****PART-I****(LAND OF OWNER NOS 1 & 2)**

ALL THAT piece and parcel of land measuring 16 decimal equivalent to 9.68 Cottahs more or less in R.S Dag No. 185 corresponding to L.R Dag No. 211 in Mouza Dhamaitala (J.L.No. 75, Pargana Magura, R.S No. 235, Touzi No. 119, P.O Dakshin Jagaddal, P.S Sonarpur, presently within Rajpur Sonarpur Municipality, District South 24 Parganas butted and bounded as follows:

- ON THE NORTH: By R.S Dag No. 184 of Mouza Dhamaitala;
 ON THE SOUTH: By R.S Dag No.223 of Mouza Raghavpore;
 ON THE EAST: By R.S Dag No. 186 and 187 of Mouza Raghavpore;
 ON THE WEST: By Jagaddal Mouza

As shown in the Plan annexed hereto and bordered in 'RED'

PART - II**LAND OF OWNER NOS 3 & 5)**

ALL THAT piece and parcel of land measuring 19 decimal more or less in R.S Dag No. 48 corresponding to L.R Dag No. 62 in Mouza Raghavpur(J.L.No. 74, Pargana Magura, R.S No. 235, Touzi No. 119, P.S Sonarpur, under the jurisdiction of Poleghat Gram Panchayat, District South 24 Parganas, butted and bounded as follows:

- ON THE NORTH: By Panchayat Road;
 ON THE SOUTH: By R.S Dag No.49 and 50;
 ON THE EAST: By R.S Dag No. 216 and 217;
 ON THE WEST: By R.S Dag No.47

As shown in the Plan annexed hereto and bordered in 'GreenRED'

Abhisht Chakravarty



District Sub-Registrar-II
Alipura, South 24 Parganas

19 JUN 2022

PART - III**(LAND OF OWNER NO 4)**

ALL THAT the piece and parcel of Danga land measuring 7.2 Decimal out of 18 Decimal, more or less, in Pargana Magura, J.L. No. 74, R.S No. 235, Touzi No. 119, R.S Dag No. 230, R.S Khatian No. 83, L.R Dag No. 243, L.R Khatian No. 101, Mouza- Raghampur, Police Station- Sonarpur, District- South 24 Parganas and the same is butted and bounded by the following: -

ON THE NORTH : By R.S Dag No. 229
 ON THE SOUTH : By R.S Dag No. 231
 ON THE EAST : By R.S Dag No. 232 & 233
 ON THE WEST : By R.S Dag No. 203

As shown in the Plan annexed hereto and bordered in **'Blue RED'**

PART - IV**(LAND OF OWNER NO 4)**

ALL THAT the piece and parcel of Danga land measuring 0.3423 Decimal out of 3 Decimal, more or less, in Pargana Magura, J.L. No. 74, R.S No. 235, Touzi No. 119, R.S Dag No. 232, R.S Khatian No. 83, L.R Dag No. 244, L.R Khatian No. 101, Mouza- Raghampur, Police Station- Sonarpur, District- South 24 Parganas and the same is butted and bounded by the following: -

ON THE NORTH : By R.S Dag No. 233
 ON THE SOUTH : By R.S Dag No. 231
 ON THE EAST : By R.S Dag No. 234
 ON THE WEST : By R.S Dag No. 230

As shown in the Plan annexed hereto and bordered in **'Yellow RED'**

THE SECOND SCHEDULE ABOVE REFERRED TO:**COMMON AREAS, FACILITIES AND AMENITIES**

1. Games room, table tennis and other board games.
2. Library.
3. Children play zone.
4. Multipurpose court.
5. Landscaped garden.



District Sub-Registrar-II
Alipura, South 24 Parganas

18 JUN 1972

6. Filtered water supply.
7. Round the clock security.
8. Cable TV wiring.
9. Septic Tank
10. Common area lighting
11. Space for Garbage area.

Any other facilities may be decided by the Developer at their discretion.

THE THIRD SCHEDULE ABOVE REFERRED TO:

COMMON EXPENSES

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the respective buildings of the complex and decorating and coloring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.



District Sub-Registrar-II
Alipora, South 24 Parganas.

18 JUN 2022

6. Paying such workers as may be necessary in connection with the upkeep of the complex.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the complex.
9. Cleaning as necessary of the areas forming parts of the complex.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the complex and providing such additional apparatus as the builder may think fit.
11. Providing and arranging for the emptying receptacles for rubbish.
12. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the various buildings of the complex or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual Owners of any Unit.
13. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual Owners of any Unit.
14. Generally managing and administering the development and protecting the amenities in the new building and for that purpose



District Sub-Registrar-II
Alipore, South 24 Parganas

7 JUN 2022

employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.

15. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
16. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made there under relating to the building excepting those which are the responsibility of the owner/occupier of any flat/flats.
17. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Builder may from time to time be considered necessary for the carrying out of the acts and things mentioned in this Schedule.
18. Administering the management company staff and complying with all relevant statutes and regulations and orders there under and employing suitable persons or firm to deal with these matters.
19. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management Company/Association it is reasonable to provide.
20. In such time to be fixed annually as shall be estimated by the Holding Organization (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.



District Sub-Registrar-II
Aligore, South 24 Parganas

1 JUN 2022

21. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organization for the owners of the Units and shall only be applied in accordance with the decision of the Holding Organisation.
22. The charges/fees of any professional Company/Agency appointed to carry out maintenance and supervision of the complex.
23. Any other expense for common purpose.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

DEPOSITS/EXTRA CHARGES/TAXES

- **Special Amenities/Facilities:** provision of any special amenities/facilities in the common portions including Club Facilities and Development charges etc.
- **Upgradation of fixtures and fittings:** improved specifications of construction of the said complex over and above the Specifications described.
- **Sinking Fund:** Sinking fund as may be decided.
- **Transformer and allied installation:** Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipments.
- Diesel Generator Charges.
- Legal Charges
- **Taxes:** deposits towards Municipal rates and taxes, etc.



District Sub-Registrar-II
Alipore, South 24 Parganas

18 JUN 2022

Stamp Duty, Registration Fees, GST and any other tax and imposition levied by the State Government, Central Government or any other authority

- **Common Expenses/Maintenance Charges/Deposits:** proportionate share of the common expenses/maintenance charges as may be levied.
- Formation of Association/Holding Organization
- **Electricity Meter:** Security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Complex, at actual.
- **Internal Layout Change:** any internal change made in the layout of the Owner's Allocation and/or upgradation of fixtures and fittings.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

Part – I

(Developer' Allocation)

ALL THAT 71% (Seventy – one percent) of the total realization from sale of constructed areas of the Complex to comprise in units, Row Houses/Villas to be constructed on the said Project Land **TOGETHER WITH** the share in the same proportion in car parking spaces (open and covered), **TOGETHER WITH** the undivided proportionate impartible part or share in the said Project Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage space.

Part – II

(Owners' Allocation)

ALL THAT 29% (Twenty-nine percent) of the total realization from sale of constructed areas of the Complex to comprise in various units, Row Houses/Villas to be constructed on the said Project Land **TOGETHER**



District Sub-Registrar-II
Alipora, South 24 Parganas

15 JUN 2022

WITH the share in the same proportion in car parking spaces (open and covered), **TOGETHER WITH** the undivided proportionate impartible part or share in the said Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage space.

THE SIXTH SCHEDULE ABOVE REFERRED TO:
SPECIFICATIONS

Foundation & Structure	RCC Foundation and RCC frame structure
Balcony	MS Railing
Flooring	Vitrified tiles in bedrooms, living/ dining room & balcony
Kitchen	Flooring- anti-skid ceramic tiles
	Wall finishes- Ceramic tiles, dado up to 2 feet above working platform
	Granite counter with SS sink
Toilet	Flooring of anti skid ceramic tiles
	Dado of glazed tiles
	CP fittings: Jaquar or equivalent Sanitary: Hindware or equivalent
	Provision for geyser installation
Door	Entrance door: decorative flush door
	Internal door: flush door (painted on both sides)
Windows	Powder coated aluminium windows
	Grill optional at extra cost
External Finish	Water proof acrylic base paint
Interior	Internal walls finished with POP



—

District Sub-Registrar-II
Alipore, South 24 Parganas
19 JUN 2022

Electrical	Concealed copper wiring
	Modular switches of reputed brand
	Provision for A/C power outlet in all bedrooms
	Intercom System
DG Backup	Standby generator for common areas, services & Row Houses
	24X7 generator power load to apartments- 2BHK- 500W, 3BHK- 750W, 4BHK- 1000W
Elevators	Schindler/ Kone/ Otis/ Hyundai or equivalent make

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

TITLE DEEDS OF THE OWNERS OF THE SAID LAND

The Owners purchased the Said Land by following registered Conveyance Deeds in Book No. 1 at different registration office.

R.S . Da g No.	L.R. Dag No.	Deed No.	Vendor's Name	Purchaser's Name	Purchase d Area	Registratio n Office
18 5	211	1608064 78/2019	Sambhu Singha Roy	Aadrika Aavas Pvt Ltd	16 DECIMAL	ADSR SONARPUR
			do	Aadrika Complex LLP		
48	62	03201/2 014	Rajinder Singh	Shivika Realcon Pvt. Ltd	19 DECIMAL	ARA-I, KOLKATA
			Do	Shivika Niwas Pvt. Ltd		



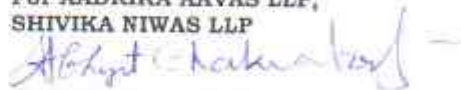
District Sub-Registrar-II
Alipore, South 24 Parganas
3 6 JUN 2022

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


SIGNED, SEALED AND DELIVERY by the said Authorised Signatory representing the **OWNERS** at Kolkata in the presence of :

1. Nilesh Kundu:
36/1A, Elgin Road
Kolkata - 700 020.

For AADRIKA AAVAS LLP,
SHIVIKA NIWAS LLP


(ABHIJIT CHAKRABORTY)
Authorised Signatory

For AADRIKA COMPLEX LLP,
SHIVIKA REALCON LLP,
YOGINE INFRASTRUCTURE LLP

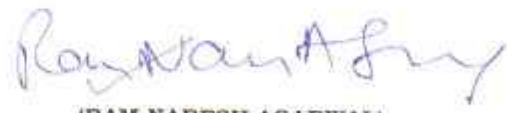

(RAJESH KUMAR KEDIA)
Authorised Signatory

2. Jagadish Mandal
Aubone Police Court.
KOL-27

SIGNED, SEALED AND DELIVERY by the said **RAGHABPUR PROJECTS LLP** at Kolkata in the presence of :

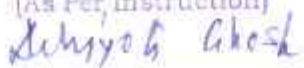
1. Nilesh Kundu.
36/1A, Elgin Road
Kolkata - 700 020.

For RAGHABPUR PROJECTS LLP


(RAM NARESH AGARWAL)
Authorised Signatory

2. Jagadish Mandal
Aubone Police Court.
KOL-27.

DRAFTED BY ME
(As Per Instruction)



(DEBJYOTI GHOSH)

ADVOCATE

SEALDAH CIVIL COURT

KOLKATA-700 014

WB/547/2009



District Sub-Registrar-II
Alipore, South 24 Parganas

1 9 JUN 2022

FINGER PRINTS

					
	(Left Hand)				
					
	(Right Hand)				

Name ABHIJIT CHAKRABORTY

Signature *Abhijit Chakraborty*

					
	(Left Hand)				
					
	(Right Hand)				

Name RAJESH KUMAR KEDIA

Signature *Rajesh Kedia*

					
	(Left Hand)				
					
	(Right Hand)				

Name RAM NAREESH AGARWAL

Signature *Ram Nareesh Agarwal*

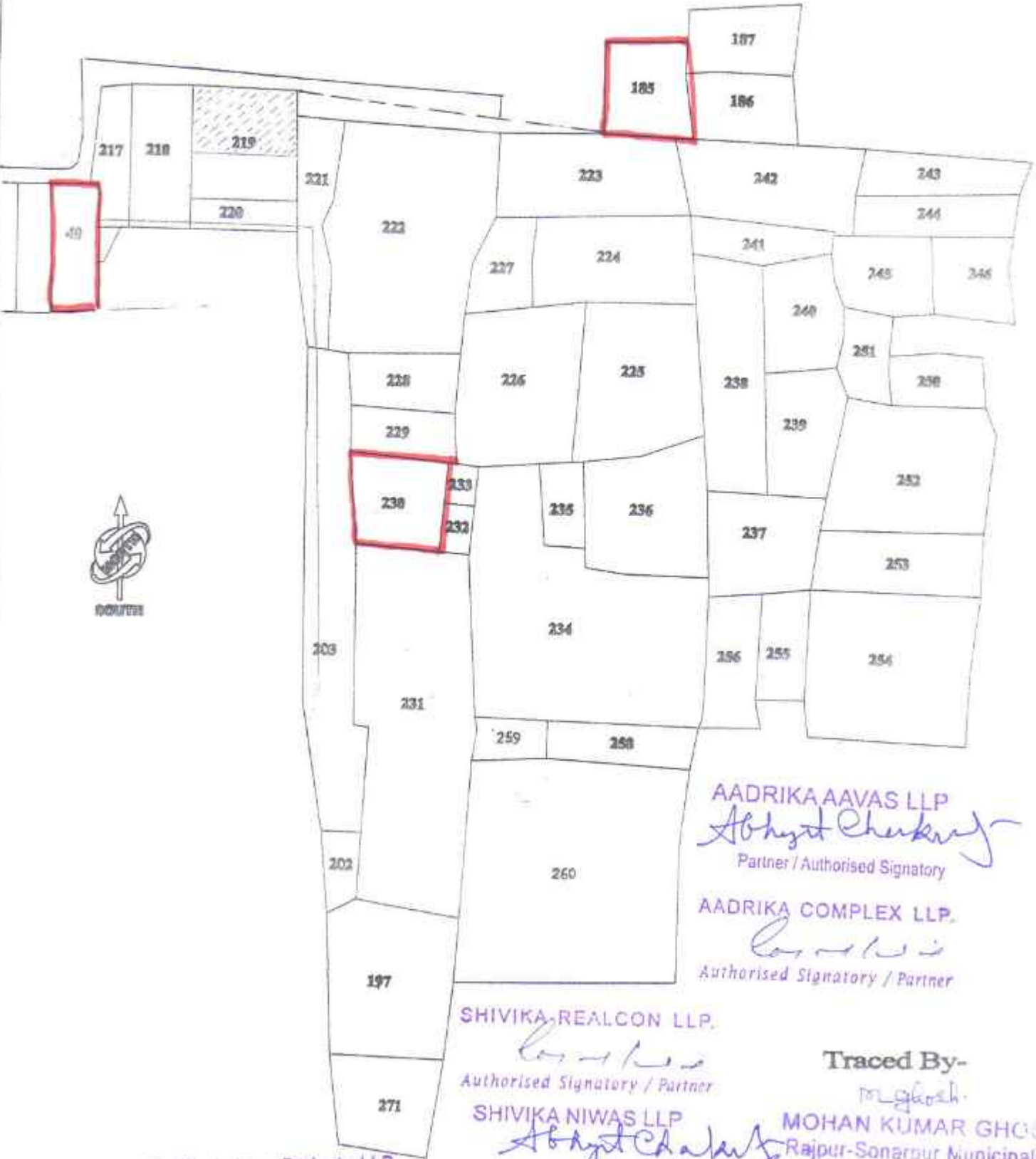


District Sub-Registrar-II
Mipore, South 24 Parganas
15 JUN 2022

SHOWING THE SKETCH MAP IN MOUZA:- RAGHABPUR, J. L. NO.- 74, AND MOUZA:- DHAMAITALA, J. L. NO.- 75, DIST.:- 24 PGS (S), UNDER POLEGHAT GRAM PANCHAYET.

PLOT AREA MARKED IN RED BORDER-

SCALE - 1" = 65'- 0"



AADRIKA AAVAS LLP
Abhyat Chakraborty
 Partner / Authorised Signatory

AADRIKA COMPLEX LLP.
Arushi
 Authorised Signatory / Partner

SHIVIKA REALCON LLP.
Arushi
 Authorised Signatory / Partner

SHIVIKA NIWAS LLP
Abhyat Chakraborty
 Partner / Authorised Signatory

YOGINE INFRASTRUCTURE LLP.
Arushi
 Authorised Signatory / Partner

Traced By-
Meghosh
MOHAN KUMAR GHOSH
 Rajpur-Sonarpur Municipality
 Harinavi, D1, Sahapur Lang
 Kot-700148, E.B.S. No: 79

For Raghabpur Projects LLP
Ranwan Arshi
 Partner *Arushi*

1-6-22



District Sub-Registrar-II
Alipora, South 24 Parganas
15 JUN 2022



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

GRN Details

GRN: 192022230028996341 Payment Mode: Online Payment
GRN Date: 18/05/2022 13:08:33 Bank/Gateway: ICICI Bank
BRN : 80389805 BRN Date: 18/05/2022 13:11:20
Payment Status: Successful Payment Ref. No: 2001288981/5/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: RAGHABPUR PROJECTS LLP
Address: 361A ELGIN ROAD BHAWANIPORE KOLKATA 700020
Mobile: 8777698287
EMail: PANKAJKUMAR@SRIJANREALTY.IN
Contact No: 03340402020
Depositor Status: Others
Query No: 2001288981
Applicant's Name: Mr DEBJYOTI GHOSH
Identification No: 2001288981/5/2022
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001288981/5/2022	Property Registration- Stamp duty	0030-02-103-003-02	15010
2	2001288981/5/2022	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	15031

IN WORDS: FIFTEEN THOUSAND THIRTY ONE ONLY.



District Sub-Registrar-II
Almorota Bargarh District
19/11/2019



Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS, District Name :South 24-Parganas
Signature / LTI Sheet of Query No/Year 16022001288981/2022







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	Mr ABHIJIT CHAKRABORTY 88B, Sarat Bose Road, City:- Not Specified, P.O:- KALIGHAT, P.S:- Bullygunge, District:- South 24-Parganas, West Bengal, India, PIN- 700026	Representative of Land Lord [AADRIKA AAVAS LLP] ,[SHIVIKA NIWAS LLP]			 16.6.22
2	Mr RAJESH KUMAR KEDIA 50, Sub-Urban School Road, City:- Not Specified, P.O:- Bhowanipur, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700025	Representative of Land Lord [AADRIKA COMPLEX LLP] ,[SHIVIKA REALCON LLP] ,[YOGINE INFRASTRUCTURE LLP]			 16/6/22



District Sub-Registrar-II
Alipore, South 24 Parganas
15 JUN 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
3	Mr Ram Naresh Agarwal 2 Justice Chandra Madhab Road, Flat No: 5A, City:- Not Specified, P.O:- Lala Lajpat Rai Sarani, P.S:- Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700020	Representative of Developer [RAGHAB PUR PROJECT S LLP]			 16/6/22
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr DEBJYOTI GHOSH Son of Late JAYANTA KUMAR GHOSH 1 BELIAGHATA MAIN ROAD, City:- , P.O:- BELIAGHATA, P.S:-Beliaghata, District:-South 24- Parganas, West Bengal, India, PIN:- 700014	Mr ABHIJIT CHAKRABORTY, Mr RAJESH KUMAR KEDIA, Mr Ram Naresh Agarwal			 16.06.2022

(Suman Basu)

DISTRICT SUB-
REGISTRAR

OFFICE OF THE D.S.R. - I
I SOUTH 24-PARGANAS
South 24-Parganas, West
Bengal



District Sub-Registrar-II
Alipore, South 24 Parganas
1 4 JUN 2022



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

GRN Details

GRN: 192022230052881071
GRN Date: 17/06/2022 17:55:11
BRN : CKT9764722
Payment Status: Successful

Payment Mode: Online Payment
Bank/Gateway: State Bank of India
BRN Date: 17/06/2022 17:56:35
Payment Ref. No: 2001288981/12/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: P.Ghosh Majumder
Address: Alipore
Mobile: 8478020312
Depositor Status: Advocate
Query No: 2001288981
Applicant's Name: Mr DEBJYOTI GHOSH
Address: D.S.R. -11 SOUTH 24-PARGANAS
Office Name: D.S.R. -11 SOUTH 24-PARGANAS
Identification No: 2001288981/12/2022
Remarks: Sale, Development Agreement or Construction agreement Payment No 12

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001288981/12/2022	Property Registration- Stamp duty	0030-02-103-003-02	50
2	2001288981/12/2022	Property Registration- Registration Fees	0030-03-104-001-16	39
			Total	89

IN WORDS: EIGHTY NINE ONLY.

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

ABMFA6648P



नाम
AARKA COMPLEX LLP

संस्थापित तिथि
Date of Incorporation / Formation
31/05/2018

20/05/2018

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AACFY2387E



नाम / Name
YODINE INFRASTRUCTURE LLP

02000018

दिनांक / Issue Date
Govt. Micro-processor Programme
18/06/2018

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

ADSF8388L



PAN Name
SHIVIKA REKLOON LLP

10002018

दिनांक : 17/03/2018
Date of Incorporation / Formation
17/03/2018



ई- स्थायी लेखा संख्या कार्ड
e - Permanent Account Number (e-PAN) Card
ABNFA3355N

प्राप्ती संख्या /
Acknowledgement Number 030089700587413



नाम / Name AADRIKA AAVAS LLP

निगमन/गठन की तारीख
Date of Incorporation / Formation 27/06/2018

संचार का पता / Comm. Address AADRIKA AAVAS LLP
88B SARAT BOSE ROAD KOLKATA WEST BENGAL - 700026



Validity unknown

Digitally signed by Income Tax
PAN Services Unit, NSDL
eGovernance
Date: 2018.11.17 11:33:45 IST
Reason: NSDL e-PAN sign
Location: Mumbai

- Permanent Account Number (PAN) facilitate Income Tax Department linking of various documents, including payment of taxes, assessment, tax demand tax arrears, matching of information and easy maintenance & retrieval of electronic information etc. relating to a taxpayer. स्थायी लेखा संख्या (पिन) एक कानूनी से संबंधित विभिन्न दस्तावेजों को जोड़ने में आयकर विभाग को सहायक होता है, जिसमें करों के भुगतान, आकलन, कर मांग, देयता बकाया, सूचना के विनिमय और इलेक्ट्रॉनिक जानकारी का आसान रखरखाव से बहाली आदि भी शामिल है।
- Quoting of PAN is now mandatory for several transactions specified under Income Tax Act, 1961 (Refer Rule 114B of Income Tax Rules, 1962) आयकर अधिनियम, 1961 के तहत निर्दिष्ट कई लेनदेन के लिए स्थायी लेखा संख्या (पिन) का उल्लेख अब अनिवार्य है। (आयकर विधम, 1962 के नियम 114B, का संदर्भ लें)
- Possessing or using more than one PAN is against the law & may attract penalty of upto Rs. 10,000. एक से अधिक स्थायी लेखा संख्या (पिन) का रखना या उपयोग करना, कानून के विरुद्ध है और इसके लिए 10,000 रुपये तक का दंड लगाया जा सकता है।
- The PAN Card enclosed contains Enhanced QR Code which is readable by a specific Android Mobile App. Keyword to search this specific Mobile App is: e-govt Plus Store is "Enhanced QR Code Reader for PAN Card". संपन्न पत्र कार्ड में प्रत्येक स्थायी लेखा संख्या कार्ड शामिल है जो एक विशिष्ट एंड्रॉइड माबाइल ऐप द्वारा पढ़ाया जा सकता है। Google Play Store पर इस विशिष्ट मोबाइल ऐप को खोजने के लिए कीवर्ड "Enhanced QR Code Reader for PAN Card" है।

Cut

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
ABNFA3355N

नाम / Name
AADRIKA AAVAS LLP



निगमन/गठन की तारीख
Date of incorporation/formation
27/06/2018

यदि कार्ड खो जाये/यदि पर कृपया सूचित करें/सूचित करें:
आयकर पिन सेवा इकाई, नसल सी एल
5 वीं मंजिल, ममरी स्टारलिंग,
प्लॉट नं. 341, सर्वे नं. 997/B,
मॉडल कॉलोनी, नज्द डीप बंगला चौक,
पुणे - 411 016.

If this card is lost / someone's lost card is found,
please inform / return to:

Income Tax PAN Services Unit, NSDL
5th Floor, Mmari Starling,
Plot No. 341, Survey No. 997/B,
Model Colony, Near Deep Bungalow Chowk,
Pune - 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8061
e-mail: timinfo@nsdl.co.in



ई-स्थायी लेखा संख्या कार्ड
e - Permanent Account Number (e-PAN) Card
ADUFS3091G

प्राप्ती संख्या /
Acknowledgement Number 030089700587332



नाम / Name SHIVIKA NIWAS LLP

सिगमन/गठन की तारीख
Date of Incorporation / Formation 11/07/2018

संचार का पता / Comm. Address SHIVIKA NIWAS LLP
24/2 MANSATALA LANE KHIDDIRPORE KOLKATA WEST BENGAL - 700023



Validity unknown

Digitally signed by Income Tax
PAN Services Unit, NSDL
eGovernance
Date: 2018.07.11 11:15:33 IST
Reason: NSDL PAN sign
Location: Mumbai

- Permanent Account Number (PAN) facilitate Income Tax Department linking of various documents, including payment of taxes, assessment, tax demand/tax arrears, matching of information and easy maintenance & retrieval of electronic information etc. relating to a taxpayer. स्थायी लेखा संख्या (पैन) एक कार्डवा से संबंधित विभिन्न दस्तावेजों को जोड़ने में आयकर विभाग को सहायक होता है, जिसमें करों के भुगतान, आकलन, कर मांग, टैक्स बकाया, सूचना के मिलान और इलेक्ट्रॉनिक जानकारी का आसान रखरखाव व चक्रवर्ती आदि भी शामिल है।
- ✓ Quoting of PAN is now mandatory for several transactions specified under Income Tax Act, 1961 (Refer Rule 114B of Income Tax Rules, 1962) आयकर अधिनियम, 1961 के अहत विविध कार्ड से संबंधित लेखा संख्या (पैन) का उद्धरण अब अनिवार्य है। (आयकर नियम, 1962 के नियम 114B, का संदर्भ लें)
- ✓ Possessing or using more than one PAN is against the law & may attract penalty of upto Rs. 10,000. एक से अधिक स्थायी लेखा संख्या (पैन) का रखना या उपयोग करना, कानून के विरुद्ध है और इसके लिए 10,000 रुपये तक का दंड लगाया जा सकता है।
- ✓ The PAN Card enclosed contains Enhanced QR Code which is readable by a specific Android Mobile App. Keyword to search this specific Mobile App on Google Play Store is "Enhanced QR Code Reader for PAN Card. स्थायी पैन कार्ड में एनहांसड क्यूआर कोड शामिल है जो एक विशिष्ट एंड्रॉइड मोबाइल ऐप द्वारा पठनीय है। Google Play Store पर इस विशिष्ट मोबाइल ऐप को खोजने के लिए कीवर्ड "Enhanced QR Code Reader for PAN Card" है।

Cut

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
ADUFS3091G



नाम / Name
SHIVIKA NIWAS LLP

सिगमन/गठन की तारीख
Date of Incorporation/Formation
11/07/2018

इस कार्ड के खोले/पाने पर कृपया सूचित करें/अवगत।
आयकर पैन सेवा इकाई, एन एस डी एल
5 वीं फ्लोर, मारुती स्टर्लिंग,
प्लॉट नं. 341, सर्वे नं. 997/8,
मॉडल कॉलोनी, नज़द डीप बंगलावा चौक,
पुणे - 411 016.

If this card is lost / someone's lost card is found,
please inform / return to:

Income Tax PAN Services Unit, NSDL
5th Floor, Maruti Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungalow Chowk,
Pune - 411 016.

Tel: 91-20-2721 8060 Fax: 91-20-2721 8051
e-mail: tinmf@nsdl.co.in

स्थायी खाता संख्या /PERMANENT ACCOUNT NUMBER
AEIPC9889H



नाम /NAME
ABHJIT CHAKRABORTY

पिता का नाम /FATHER'S NAME
SOURINDRA MOHAN CHAKRABORTY

जन्म तिथि /DATE OF BIRTH
04-01-1958

हस्ताक्षर /SIGNATURE

Abhjit

Abhjit Chakraborty

आयकर अधिकारी (संग. प्रौ.) कोलकाता
COMMISSIONER OF INCOME-TAX (S.O.) KOLKATA

इस कार्ड के खो / भ्रष्ट होने पर कृपया जारी करने वाले अधिकारी को सूचित / वापस कर दें
संगठन आयकर अधिकारी (प्रणाली एवं तकनीकी),
पी-7,
चौरिंगहेे चौक,
कोलकाता - 700 069.

In case this card is lost/found, kindly inform/return to
the issuing authority :-
Joint Commissioner of Income-tax (Systems & Technicals),
P-7,
Chowringhee Square,
Calcutta- 700 069.

Abhjit Chakraborty

ভারত সরকার
Government of India



অভিজিট চক্রবর্তী
Abhijit Chakraborty
পিতা : সুরেন্দ্রা মচন চক্রবর্তী
Father : Surenndra Mchan Chakraborty

সম্পর্কিত/DOB: 04/01/1958
Sex / Male

7127 2958 2308



আধার - সাধারণ মানুষের অধিকার

ভারতের অনন্য আইডি কার্ড প্রদানকারী
Unique Identification Authority of India



অধিদপ্তর
বিভাগ: বি, ইন্ড্রানী পার্ক
তলিগঞ্জ, কলকাতা, পশ্চিমবঙ্গ
৭০০০২৩

Address: TD, INDRANI
PARK, Tollygunge, Kolkata,
Tollygunge, West Bengal,
700023

7127 2958 2308


1847
1800 200 1347


help@uidai.gov.in


www.uidai.gov.in

Abhijit Chakraborty

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी खाता संख्या कार्ड
Permanent Account Number Card
AFCPK8352E



नाम / Name
श्री राम कुमार रेड्डी
श्री राम कुमार रेड्डी
नाम / Name
SHRI RAM KUMAR REDDI

10012000

जि.स. सं. / Serial No.
0001/2000

Handwritten signature

आयकर विभाग, भारत सरकार
Income Tax Department, Govt. of India

Handwritten signature



भारत सरकार
GOVERNMENT OF INDIA



राजेश कुमार कदिया
Rajesh Kumar Kedia

पैन संख्या: 9999/12/12

पुल / MALE



9080 8900 3922

भारत - সাধারণ মানুষের অধিকার

Rajesh Kedia



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता

Address

श्री राम राम कुमार कर्दिमा,
50 न. सबर्बन स्कूल रोड,
हरिश मुखर्जी रोड,
बालवासा, भवानीपुर,
कोलकाता,
पिन कोड नं 700020

S/O Ram Kumar Kedia, 50
NO, SUBURBAN SCHOOL ROAD,
HARISH MUKHERJEE ROAD,
KOLKATA, Bhawanipore
Kolkata, West Bengal -
700020



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1307 300 1947

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1307 300 1947

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District Sub-Registrar-II
Alipore, South 24 Parganas

15 JUN 2022

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AAVFR7495R



नाम / Name
RAGHABPUR PROJECTS LLP

निगमन / गठन की तारीख
Date of Incorporation / Formation
28/03/2017

05052017



District Sub-Registrar-II
Alipore, South 24 Parganas
15 JUN 2022

Ministry of Health
Government of India

Download Date: 13/07/2021



Ran Narain Agarwal
Date of Birth: 03/03/1967
Male, HIA, E

5948 8963 0890
VID: 1152 0994 2056 4085

सहा सचिव मरी पहचान

Ran Narain Agarwal



Address:
Room - City Galaxy, 1st Floor,
Chakraborty Road, Alipore,
Kolkata - 700029
West Bengal - 700029

9949 8963 0890
District Office, Alipore
Alipore, South 24 Parganas

15 JUN 2022

आयकर विभाग
INCOME DEPARTMENT
RAM NARESH AGARWAL
NAND KISHORE AGARWAL
01951267
Permitted Account Holder
AOCPA1903G

भारत सरकार
GOVT. OF INDIA



6F07022

Ranjan Agarwal



District Sub-Registrar-II
Alipore, South 24 Parganas

19 JUN 2022

Major Information of the Deed

Deed No :	I-1602-07984/2022	Date of Registration	17/06/2022
Query No / Year	1602-2001288981/2022	Office where deed is registered	
Query Date	29/04/2022 11:18:57 AM	D.S.R. - I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	DEBJYOTI GHOSH Thana : Entaly, District : Kolkata, WEST BENGAL, PIN - 70014, Mobile No. : 9874622772, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 6/-	Rs. 83,88,061/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 15,070/- (Article:48(g))	Rs. 60/- (Article:E, E, E, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Dwarir Road, Mouza: Dhamaitala, JI No: 75, Pin Code : 700149

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-211 (RS :-)	LR-1165	Bastu	Bastu	8 Dec	1/-	30,16,548/-	Width of Approach Road: 2 Ft.,
L3	LR-211 (RS :-)	LR-1166	Bastu	Bastu	8 Dec	1/-	30,16,548/-	Width of Approach Road: 2 Ft.,
		TOTAL :			16Dec	2 /-	60,33,096 /-	

District: South 24-Parganas, P.S:- Sonarpur, Gram Panchayat: POLEGHAT, Mouza: Raghobpur, JI No: 74, Pin Code : 700149

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	LR-62 (RS :-)	LR-496	Bastu	Bastu	9 Dec	1/-	7,98,498/-	Width of Approach Road: 2 Ft.,
L4	LR-62 (RS :-)	LR-495	Bastu	Bastu	10 Dec	1/-	8,87,220/-	Width of Approach Road: 2 Ft.,
L5	LR-243 (RS :-)	LR-863	Bastu	Bastu	7.2 Dec	1/-	6,38,798/-	Width of Approach Road: 2 Ft.,
L6	LR-244 (RS :-)	LR-863	Bastu	Bastu	0.3432 Dec	1/-	30,449/-	Width of Approach Road: 2 Ft.,
		TOTAL :			26.5432Dec	4 /-	23,54,965 /-	
		Grand Total :			42.5432Dec	6 /-	83,88,061 /-	



Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	AADRIKA AAVAS LLP 88B SARAT BOSE ROAD, 88B, Sarat Bose Road, City:- Not Specified, P.O:- Kalighat, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700026 , PAN No.:: ABxxxxxx5N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	AADRIKA COMPLEX LLP SUHASINI GANGULY SARANI, 50, Suhasini Ganguly Sarani, City:- Not Specified, P.O:- LALA LAJPAT RAI SARANI, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025, PAN No.:: ABxxxxxx8P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
3	SHIVIKA REALCON LLP DR. SHYAMADAS ROW, 2B, DR SHYAMADAS ROW, City:- Not Specified, P.O:- BULLYGUNGE, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 , PAN No.:: ADxxxxxx8L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
4	SHIVIKA NIWAS LLP MANSATALA LANE, KHIDDIRPORE, 24/2, City:- Not Specified, P.O:- KHIDDIRPORE, P.S:-Ekbalpore, District:-South 24-Parganas, West Bengal, India, PIN:- 700023 , PAN No.:: ADxxxxxx1G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
5	YOGINE INFRASTRUCTURE LLP SUBURBAN SCHOOL ROAD, 50, City:- Not Specified, P.O:- Kalighat, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025 , PAN No.:: AAxxxxxx7E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	RAGHABPUR PROJECTS LLP ELGIN ROAD, 36/1A, Elgin Road(Lala Lajpat Rai Sarani), City:- Not Specified, P.O:- LALA LAJPAT RAI SARANI, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020, PAN No.:: AAxxxxxx5R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr ABHIJIT CHAKRABORTY Son of Late Saurindra Mohan CHAKRABORTY 88B, Sarat Bose Road, City:- Not Specified, P.O:- KALIGHAT, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700026, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AExxxxxx9H, Aadhaar No: 71xxxxxxxx2308 Status : Representative, Representative of : AADRIKA AAVAS LLP (as AUTHORISED SIGNATORY), SHIVIKA NIWAS LLP (as AUTHORISED SIGNATORY)
2	Mr RAJESH KUMAR KEDIA Son of Late Ram Kumar KEDIA 50, Sub-Urban School Road, City:- Not Specified, P.O:- Bhowanipur, P.S:-Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700025, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx2E, Aadhaar No: 90xxxxxxxx3922 Status : Representative, Representative of : AADRIKA COMPLEX LLP (as AUTHORISED SIGNATORY), SHIVIKA REALCON LLP (as AUTHORISED SIGNATORY), YOGINE INFRASTRUCTURE LLP (as AUTHORISED SIGNATORY)



3 Mr Ram Naresh Agarwal (Presentant)

Son of Late NAND KISHORE Agarwal 2Justice Chandra Madhab Road, Flat No: 5A, City:- Not Specified, P.O:- Lala Lajpat Rai Sarani, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020; Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx3G, Aadhaar No: 59xxxxxxxx0890 Status : Representative, Representative of : RAGHABPUR PROJECTS LLP (as AUTHORISED SIGNATORY)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr DEBJYOTI GHOSH Son of Late JAYANTA KUMAR GHOSH 1 BELIAGHATA MAIN ROAD, City:- , P.O: BELIAGHATA, P.S:-Bellaghata, District:- South 24-Parganas, West Bengal, India, PIN:- 700014			

Identifier Of Mr ABHIJIT CHAKRABORTY, Mr RAJESH KUMAR KEDIA, Mr Ram Naresh Agarwal

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	AADRIKA AAVAS LLP	RAGHABPUR PROJECTS LLP-8 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	SHIVIKA NIWAS LLP	RAGHABPUR PROJECTS LLP-9 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	AADRIKA COMPLEX LLP	RAGHABPUR PROJECTS LLP-8 Dec

Transfer of property for L4

Sl.No	From	To. with area (Name-Area)
1	SHIVIKA REALCON LLP	RAGHABPUR PROJECTS LLP-10 Dec

Transfer of property for L5

Sl.No	From	To. with area (Name-Area)
1	YOGINE INFRASTRUCTURE LLP	RAGHABPUR PROJECTS LLP-7.2 Dec

Transfer of property for L6

Sl.No	From	To. with area (Name-Area)
1	YOGINE INFRASTRUCTURE LLP	RAGHABPUR PROJECTS LLP-0.3432 Dec



Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Dwarir Road, Mouza: Dhamaitala, JI No: 75, Pin Code : 700149

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 211, LR Khatian No:- 1165	Owner:আদ্রিকা আভাস এল এল পি, Gurdian:পার্টনার্স , Address:নিজ ; Classification:শালি, Area:0.08000000 Acre,	AADRIKA AAVAS LLP
L3	LR Plot No:- 211, LR Khatian No:- 1166	Owner:আদ্রিকা কমপ্লেক্স এল এল পি, Gurdian:পার্টনার্স , Address:নিজ , Classification:শালি, Area:0.08000000 Acre,	AADRIKA COMPLEX LLP

District: South 24-Parganas, P.S:- Sonarpur, Gram Panchayat: POLEGHAT, Mouza: Raghobpur, JI No: 74, Pin Code : 700149

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L2	LR Plot No:- 62, LR Khatian No:- 496	Owner:শিবিকা রিয়েলকন প্রাঃ লিঃ, Address:2-বি,শ্যামাদাস রোড,কোলি-19 , Classification:শালি, Area:0.08000000 Acre,	SHIVIKA REALCON LLP
L4	LR Plot No:- 62, LR Khatian No:- 495	Owner:শিবিকা নিবাস প্রাঃ লিঃ, Address:2-বি,শ্যামাদাস রোড,কোলি-19 , Classification:শালি, Area:0.07000000 Acre,	SHIVIKA NIWAS LLP
L5	LR Plot No:- 243, LR Khatian No:- 863	Owner:যোগিন ইনফ্রাস্ট্রাকচার এল এল পি, Gurdian:পক্ষে পার্টনার্স, Address:নিজ , Classification:ডাঙ্গা, Area:0.06000000 Acre,	YOGINE INFRASTRUCTURE LLP
L6	LR Plot No:- 244, LR Khatian No:- 863	Owner:যোগিন ইনফ্রাস্ট্রাকচার এল এল পি, Gurdian:পক্ষে পার্টনার্স, Address:নিজ , Classification:ডাঙ্গা,	YOGINE INFRASTRUCTURE LLP



On 15-06-2022

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 83,88,061/-



Suman Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 16-06-2022

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

Presented for registration at 18:50 hrs on 16-06-2022, at the Private residence by Mr Ram Naresh Agarwal ,

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

Execution is admitted on 16-06-2022 by Mr ABHIJIT CHAKRABORTY, AUTHORISED SIGNATORY, AADRIKA AAVAS LLP (LLP), 88B SARAT BOSE ROAD, 88B, Sarat Bose Road, City:- Not Specified, P.O:- Kallghat, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700026; AUTHORISED SIGNATORY, SHIVIKA NIWAS LLP (LLP), MANSATALA LANE, KHIDDIRPORE, 24/2, City:- Not Specified, P.O:- KHIDDIRPORE, P.S:-Ekbalpore, District:-South 24-Parganas, West Bengal, India, PIN:- 700023

Indetified by Mr DEBJYOTI GHOSH, , Son of Late JAYANTA KUMAR GHOSH, 1 BELIAGHATA MAIN ROAD, P.O: BELIAGHATA, Thana: Beliaghata, , South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Advocate

Execution is admitted on 16-06-2022 by Mr RAJESH KUMAR KEDIA, AUTHORISED SIGNATORY, AADRIKA COMPLEX LLP (LLP), SUHASINI GANGULY SARANI, 50, Suhasini Ganguly Sarani, City:- Not Specified, P.O:- LALA LAJPAT RAI SARANI, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025; AUTHORISED SIGNATORY, SHIVIKA REALCON LLP (LLP), DR. SHYAMADAS ROW, 2B, DR SHYAMADAS ROW, City:- Not Specified, P.O:- BULLYGUNGE, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019; AUTHORISED SIGNATORY, YOGINE INFRASTRUCTURE LLP (LLP), SUBURBAN SCHOOL ROAD, 50, City:- Not Specified, P.O:- Kalighat, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025

Indetified by Mr DEBJYOTI GHOSH, , Son of Late JAYANTA KUMAR GHOSH, 1 BELIAGHATA MAIN ROAD, P.O: BELIAGHATA, Thana: Beliaghata, , South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Advocate

Execution is admitted on 16-06-2022 by Mr Ram Naresh Agarwal, AUTHORISED SIGNATORY, RAGHABPUR PROJECTS LLP (LLP), ELGIN ROAD, 36/1A, Elgin Road(Lala Lajpat Rai Sarani), City:- Not Specified, P.O:- LALA LAJPAT RAI SARANI, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020

Indetified by Mr DEBJYOTI GHOSH, , Son of Late JAYANTA KUMAR GHOSH, 1 BELIAGHATA MAIN ROAD, P.O: BELIAGHATA, Thana: Beliaghata, , South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Advocate



Suman Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal



On 17-06-2022

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 60/- (E = Rs 28/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 60/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 18/05/2022 1:11PM with Govt. Ref. No: 192022230028996341 on 18-05-2022, Amount Rs: 21/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 80389805 on 18-05-2022, Head of Account 0030-03-104-001-16

Online on 17/06/2022 5:56PM with Govt. Ref. No: 192022230052881071 on 17-06-2022, Amount Rs: 39/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKT9764722 on 17-06-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 15,070/- and Stamp Duty paid by Stamp Rs 10/-, by online = Rs 15,060/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 874901, Amount: Rs.10/-, Date of Purchase: 13/05/2022, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 18/05/2022 1:11PM with Govt. Ref. No: 192022230028996341 on 18-05-2022, Amount Rs: 15,010/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 80389805 on 18-05-2022, Head of Account 0030-02-103-003-02

Online on 17/06/2022 5:56PM with Govt. Ref. No: 192022230052881071 on 17-06-2022, Amount Rs: 50/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKT9764722 on 17-06-2022, Head of Account 0030-02-103-003-02



Suman Basu

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. -I | SOUTH 24-
PARGANAS

South 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2022, Page from 290826 to 290921
being No 160207984 for the year 2022.



Digitally signed by SUMAN BASU
Date: 2022.06.23 13:51:01 +05:30
Reason: Digital Signing of Deed.

(Suman Basu) 2022/06/23 01:51:01 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)