

2-9474

I-9421/2022



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

H 062496

3272784/22
 25/11/22

THIS AGREEMENT FOR DEVELOPMENT made this 25th day of NOVEMBER TWO THOUSAND TWENTY-TWO (2022) BETWEEN (1) AMIT DAS son of Ajit Das (PAN NO. AGAPD2886M), (AADHAR NO. 8826 1645 3846) (MOBILE NO. 9831286580), (2) AJIT DAS son of Late Surya Kumar Das, (PAN NO. ADTPD3488R), (AADHAR NO. 9603 2931 2887) (MOBILE NO.9831286580), both by faith Hindu, by occupation - business and at present residing at No. 167, Garia Main Road, (Tentultala), P. O. Garia, P. S. Narendrapur, Kolkata- 700 084 (3) NARAYAN CHANDRA

25 NOV 2022
 Aadi, District Sub-Registrar
 Baharour, South 24 Parganas

THIS AGREEMENT FOR DEVELOPMENT made this 25th day of **NOVEMBER TWO THOUSAND TWENTY-TWO (2022)** BETWEEN (1) **AMIT DAS** son of Ajit Das (PAN NO. AGAPD2886M), (AADHAR NO. 8826 1645 3846) (MOBILE NO. 9831286580), (2) **AJIT DAS** son of Late Surya Kumar Das, (PAN NO. ADTPD3488R), (AADHAR NO. 9603 2931 2887) (MOBILE NO.9831286580), both by faith Hindu, by occupation - business and at present residing at No. 167, Garia Main Road, (Tentultala), P. O. Garia, P. S. Narendrapur, Kolkata- 700 084 (3) **NARAYAN CHANDRA**

নং- 317

তার 02-11-2022

[Handwritten signature]

খরিদদার

সং -

শফর কুমার সরকার
স্ট্যাম্প ভেঙার
মেদানপুর এ ডিএসসি

T. K. Chakraborti
Advocate
Baruipur Court

[Handwritten signature]



[Handwritten signature]

Adv. T. K. Chakraborti
Sonarpur
Baruipur Court

25 NOV 2022

Sathe Karabi
w/o Palash Sarker
Baruipur court

MODAK son of Late Kartick Chandra Modak (PAN NO. AEUPM8506K), (AADHAR NO. 9867 1989 7763) (MOBILE NO. 9830624808), **(4) AVIJIT MODAK** son of Narayan Chandra Modak (PAN NO. AFUPM5096H), (AADHAR NO. 6007 4621 2231) (MOBILE NO. 9830624808), both by faith- Hindu, by occupation - business and at present residing at No. 37, Garia Place, P. O. Garia, P. S. Narendrapur, Kolkata- 700084 hereinafter collectively referred to as the "**OWNERS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, legal representatives, successors and assigns) of the **ONE PART AND BENGAL HOUSING INFRASTRUCTURE** (PAN NO. AAXFB7226N), (MOBILE NO. 9830624808) a partnership firm duly constituted under the Indian Partnership Act, 1932 and having principal place of business 385, Victoria Plaza, Garia Main Road, P. O. Garia, P. S. Narendrapur, being represented by **Amit Das** son of Ajit Das and **Avijit Modak** son Narayan Chandra Modak two of the partners duly empowered and authorized on that behalf by the other partners namely **Ajit Das** and **Susmita Modak (PAN-ALCPM9072D)** hereinafter referred to as "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors-in-office and assigns) of the **OTHER PART**.

WHEREAS:

- A. By a Deed of Conveyance dated 3rd July, 2020 and made between Probal Gupta therein described as the Vendor of the One Part and the Owners

herein therein described as the Purchasers of the Other Part and registered in the office of ADSR-Sonarapur and recorded in Book No. I, being Deed No. 160801933 for the year 2020. The Owners hath approached and acquired **ALL THAT** pieces and parcels of **BAHUTAL ABASAN LAND** containing by estimation an area of 36 satak (Dedimals) equivalent to 21 cottahs 12 chittacks and 22 sq. but on actual measurement 20 cottahs 8 chittacks and 3 sq. ft. be the same a little more or less situated and lying at Holding No. 30, Das Para Road, Mouza-Jagaddal, J. L. NO. 71 and comprised in RS Dag Nos. 3013 and 3014 appertaining to RS Khatlan Nos. 1052 and 1092 corresponding to LR Dag Nos. 3030 and 3031 appertaining to LR Khatlan Nos. 4413 (Amit Das), 4414 (Ajit Das), 4415 (Narayan Chandra Modak), 4416 (Avijit Modak) P. S. and ADSR-Sonarapur, Ward No. 26, within Rajpur Sonarapur Municipality, P.O.- Dakshin Jagaddal, District 24 Parganas (South), Kolkata-700151 hereinafter referred to as the "**SAID PREMISES**".

- B. After purchasing the Said Premises the Owners herein duly applied for and recorded their names in the record of rights maintained by the concerned Land and Land Revenue Authority relating to the Said Premises and have been holding, possessing and enjoying the Said Premises as the full and absolute Joint Owners thereof each of them having an undivided $1/4^{\text{th}}$ part or share therein paying and discharging the rights and taxes and revenue concerning the Said Premises without any obstructions or interruption since the date of purchase.
- C. The Owners became interested in development and commercial exploitation of the Said Premises and with that view in mind approached

the Developer having substantial experience and expertise in the field of real estate development and after mutual discussions and deliberations the Developer hath agreed to enter into this agreement for development with the Owners concerning or relating to the Sald Premises on joint venture basis on the terms, conditions and stipulations herein contained and hath further agreed to reduce the same in writing for future reference and guidance of the mutual rights and obligations of the parties hereto in due compliance for the prevailing laws for the time being in force.

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

1. **DEFINITIONS** : Unless in these presents it is repugnant to the context therewith :-
 - 1.1. **OWNERS** - shall mean the said (1) **AMIT DAS** son of Ajit Das (2) **AJIT DAS** son of Late Surya Kumar Das, both at present residing at No. 167, Garia Main Road, (Tentultala), P. O. Garia, P. S. Narendrapur Kolkata- 700 084 (3) **NARAYAN CHANDRA MODAK** son of Late Kartick Chandra Modak (4) **AVIJIT MODAK** son of Narayan Chandra Modak both at present residing at No. 37, Garia Place, P. O. Garia, P. S. Narendrapur, Kolkata- 700 084.
 - 1.2. **DEVELOPER**- shall mean **BENGAL HOUSING INFRASTRUCTURE** a partnership firm duly constituted under the Indian Partnership Act, 1932 and having principal place of business 385, Victoria Plaza, Garia Main

Road, P. O. Garia, P. S. Narendrapur, being represented by **Amit Das** son of Ajit Das and **Avijit Modak** son Narayan Chandra Modak two of the partners duly empowered and authorized on that behalf by the other partners namely **Ajit Das** and **Susmita Modak**.

- 1.3. **SAID PREMISES-** shall mean **ALL THAT** pieces and parcels of **BAHUTAL ABASAN LAND** containing by estimation an area of 36 satak (Decimals) equivalent to 21 cottahs 12 chittacks and 22 sq. ft. but on actual measurement 20 cottahs 8 chittacks and 03 sq. ft. be the same a little more or less situated and lying at Holding No. 30, Das Para Road, Mouza - Jagaddal, J. L. NO. 71 and comprised in RS Dag Nos. 3013 and 3014 appertaining to RS Khatian Nos. 1052 and 1092 corresponding to LR Dag Nos. 3030 and 3031 appertaining to LR Khatian Nos. 4413 (Amit Das), 4414 (Ajit Das), 4415 (Narayan Chandra Modak), 4416 (Avijit Modak) P. S. and ADSR-Sonarpur, Ward No. 26, within Rajpur Sonarpur Municipality, P.O. Dakshin Jagaddal, District 24 Parganas (South) more fully and particularly described and mentioned in **PART-I** of the **FIRST SCHEDULE** hereunder written.
- 1.4. **NEW BUILDING-** shall mean and include residential/commercial building or buildings to be constructed in or upon the said premises including car parking and other spaces for common use and enjoyment in accordance with the plan to be sanctioned by the Rajpur-Sonarpur Municipality authorities upon demolishing the old structure if any as per the existing building rules including any additional stories constructed or to be constructed over it, if permitted by the Rajpur Sonarpur Municipality on modification.
- 1.5. **AGREEMENT-** shall mean this Development Agreement Including the Schedules, Annexure, plans and sketches annexed hereto, and any

amendments hereto made from time to time, in accordance with the provisions of this Agreement;

- 1.6. **APPLICABLE LAWS-** shall mean all applicable Indian laws, statutes, rules, regulations, notifications, guidelines, bye-laws, protocols, codes, policies, notices, directions, government orders, and ordinances, and shall include (i) the applicable building bye-laws, (ii) development control regulations and (iii) binding orders of any court or arbitral tribunal;
- 1.7. **APPROVALS-** shall mean all permissions, approvals, consents, validations, confirmations, licenses, clearances, sanctions and other authorizations required to be obtained from statutory, government, regulatory and/or other authorities, including environmental clearance, occupancy certificate and other approvals pertaining to commencement, implementation and completion of the Project.
- 1.8. **ASSOCIATION-** shall mean the association of the Customers to be constituted in accordance with the West Bengal Apartment Ownership Act, 1972 or any other similar Act applicable thereto, as may be formed by the Developer for the common purposes in the interest of the customers having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer in due obedience to the statute ;
- 1.9. **BUSINESS DAY-** shall mean any day on which commercial banks at Kolkata are open to transact normal business;
- 1.10. **CARPET AREA-** shall according to its context mean the Gross usable floor area of an Apartment excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah or

exclusive open terrace area, but including the area covered by the internal partition walls of the Apartment;

- 1.11. **PARKING AREA-** shall mean all the spaces in the portions on the ground floor or basement, whether open or covered, of the Complex expressed or intended to be reserved for parking of motor vehicles.
- 1.12. **CUSTOMER-** shall mean a Person who proposes to purchase Unit/Apartment(s) in the Project;
- 1.13. **COMMON AREA-** shall mean the common areas as defined under **Real Estate (Regulation & Development) Act (RERA)** and include all community and commercial facilities as may be provided by the Developer in the Project and all other areas, portion, installations and facilities of the Project necessary or convenient for its maintenance, safety, etc. and in common use of the Owner, the Developer and the Customers and/or for sections of Customers on block-wise, user-wise or other basis which are more fully and particularly described and mentioned in the **SECOND SCHEDULE** hereunder written ;
- 1.14. **COMPLETION OF DEVELOPMENT-** means completion in all respect of the construction and development of the Project on the Schedule Property as per the Approvals and provisions of this Agreement, and issuance of an occupancy certificate by the relevant Government Agency or authority certifying that the Project is suitable for occupation ;
- 1.15. **COMPLETION DATE-** shall have the meaning ascribed to it in Clause 12.2;
- 1.16. **COMPLEX-** shall mean the building Complex comprising of various

numbers of blocks / towers together with open / covered parking area and together with open areas to be constructed, erected and completed by the Developer in terms of this Agreement and the sanctioned Plan.

- 1.17. **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 to the transferees and all other expenses for the Common Purpose including those as may be decided by the Developer after sanction of plan 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/Apartment shall be separately paid or reimbursed to the Developer and/or Association to be formed for maintenance and providing common facilities and services.
- 1.18. **COMMON PURPOSE**— 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 Unit/Apartment(s) exclusively and the Common Areas, Facilities and Amenities in common.
- 1.19. **DEPOSITS**— shall mean deposits relating to sinking fund/corpus deposit/recurring sinking fund, maintenance charges, etc. which are more fully and particularly described under Part II of the **Fifth Schedule** hereunder, and which the Developer shall be entitled to collect on certain

heads on behalf of the Association over and above the price of the Unit/Apartment and the Extras, to secure the obligations and liabilities of the Customers;

- 1.20. **DEVELOPER'S SHARE-** shall mean the share of the Developer being **65% (Sixty Five percent)** of the Gross Sales Revenue more fully and particularly described and mentioned in **PART-II** of the **THIRD SCHEDULE** hereunder written ;
- 1.21. **DEVOLUTION OF TITLE-** shall mean and include the particulars and deeds mentioned and specified in **Part-II** of the **FIRST SCHEDULE** hereunder written.
- 1.22. **EXECUTION DATE-** shall mean the date on which this Agreement has been executed by the Parties, being 25th **NOVEMBER 2022;**
- 1.23. **ENCUMBRANCE-** shall mean: (i) any encumbrance, mortgage, charge (whether fixed or floating), lien, assignment by way of collateral security, deed of trust, title retention, claims relating to title, conditions imposed on title, security interest or other encumbrance of any kind securing, or conferring any right to or priority of payment in respect of, any obligation of any Person, including without limitation, any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security, (ii) any power of attorney, agreement, interest or option in favour of any Person granting power or authority to create any security, (iii) any adverse claims as to title, possession or use (iv) any contractual restrictions on transfer, and (v) any physical encumbrance and/or encroachment on any portion of the Schedule Property;

25th Nov 2022

- 1.24. **EXTRAS-** shall mean the fees, costs, charges and expenses relating to stamp duty, registration fee, property tax, goods and service tax, maintenance charges, common expenses, municipal rates and taxes, charges towards electricity & transformer, power back-up, gas supply, water supply, sewage system and statutory payments, costs relating to formation of Association and such other amounts which are more fully and particularly described in **Part I** of the **FIFTH SCHEDULE** hereunder, and which the Developer shall be entitled to charge and collect from the Customer over and above the price of the Unit/Apartment and the Deposits;
- 1.25. **FORCE MAJEURE EVENT-** shall mean any of the following events beyond the reasonable control of the Party claiming Force Majeure, if the occurrence of such event makes it impossible or illegal for such Party to perform its obligations under this Agreement.
- a) Fire, earthquake, storm, cyclone, typhoon, lightning, flood, drought, pandemics or any other calamity caused by nature affecting the regular development of the Project;
 - b) Act of war, hostilities, invasion, act of foreign enemies;
 - c) Act of terrorism, riots or civil commotion, and disturbances, insurgency;
 - d) Events effecting construction activities at site or restricting or restraining the Developer to achieve completion of the Project at the said Schedule Property or any part thereof within the Completion Date, due to any act of the Government, statutory or local authority or any judicial pronouncement, Court order or injunction.

- 1.26. **GOVERNMENT**- shall mean the Central and/or Government of West Bengal State;
- 1.27. **GOVERNMENT AGENCY**- shall mean central, state or local Government or governmental, department, commission, board, body, bureau, agency, authority, instrumentality appointed by central, state, or local authority having jurisdiction over the Schedule Property or any portion thereof, or the performance of the obligations of the Developer under this Agreement;
- 1.28. **GROSS SALES REVENUE**- shall mean and include all the amounts to be received by the Developer towards consideration for the sale of unit/apartment (s) comprising of flats, prime location charges, floor rise charges, parking area usage charges, in the proposed Project but shall not include , stamp duty, registration fee and other incidental and allied costs, expenses, of all deeds, documents, agreements, collected from the prospective unit/Apartment purchasers and the Incidental Charges as mentioned in **Part-I** and **Part-II** of the **FIFTH SCHEDULE** hereunder written.
- 1.29. **INCIDENTAL CHARGES**- shall mean and include the Extras and the Deposits, in course of Implementation of the Development Scheme, more particularly described and mentioned in the **PART-I** and **PART-II** of the **FIFTH SCHEDULE** hereunder written ;
- 1.30. **INDEMNIFIED PERSONS**- shall have the meaning attributed to that term in Clause 3.5 of this Agreement;
- 1.31. **LENDERS**- shall have the meaning ascribed to it in Clause 14.2;

- 1.32. **MATERIAL ADVERSE EFFECT**-shall mean any event, occurrence, fact, condition, change, development or effect, claim, litigation, or investigation, which individually or in the aggregate, has/had/will or is likely to materially or adversely affect (i) the Schedule Property; and/ or (ii) the ability of the Owner to perform its material obligations under this Agreement; and/ or (iii) the development of the Project by the Developer in accordance with this Agreement;
- 1.33. **OWNER'S SHARE**- shall mean the share of the Owner from the Project being **35% (Thirty Five percent)** of the Gross Sales Revenue more fully and particularly described and mentioned in **PART-I** of the **THIRD SCHEDULE** hereunder written ;
- 1.34. **PERSON**- shall mean any individual, company, corporation, partnership, joint venture, association, joint stock company, trust, society, sole proprietorship, Government or Government Agency/ies or any other business entity;
- 1.35. **PROJECT**- shall have the meaning attributed to that term in Clause 1.4 of this Agreement;
- 1.36. **REPRESENTATIONS AND WARRANTIES**- shall mean the representations and warranties made by the Owner or the Developer, as the case may be, under this Agreement;
- 1.37. **SEPARATE ACCOUNT**- shall mean an account to be opened by the Developer where all amounts collected by the Developer from the customers towards incidental charges shall be deposited not forming part of the Gross Sales revenue.

- 1.38. **SPECIFICATIONS-** shall mean the specifications for development and construction of the Project more fully set out in **FOURTH SCHEDULE** to this Agreement.
- 1.39. **TAX OR TAXES-** shall mean and include all taxes, levies, duties, cess, charges and the like, including but not limited to Income tax, capital gains tax, Goods and Service Tax, wealth tax, gift tax, property tax, employment related statutory payments, payroll tax, occupation tax, governmental charges, fees, levies or assessments or other taxes, levies, fees, stamp duties, statutory gratuity and provident fund payments or other employment benefit plan contributions, withholding obligations and similar charges, of any jurisdiction and shall include any interest, fines, and penalties related thereto and, with respect to such taxes, any estimated tax, interest and penalties or additions to tax and interest on such penalties and additions to tax;
- 1.40. **TITLE DEEDS-** shall have the meaning as described and mentioned in **PART-II** of the **FIRST SCHEDULE** hereunder written of this Agreement;
- 1.41. **UNIT/APARTMENT(S)-** shall mean each unit/Apartment of residential / commercial usage in the Project constructed on the Schedule Property including an exclusive balcony or verandah area or exclusive open terrace area, servant quarter/store room as the case may be, appurtenant to such unit/Apartment and meant for the exclusive use of the Customer and further including a sanctioned covered/open parking area or a garage, as the case may be, collectively meant to be exclusively held, occupied and enjoyed independently by the Customer ;
- 1.42. **RERA-** shall mean the Real Estate (Regulation and Development) Act,

2016 and the Rules framed there under.

1.43. **ADVOCATE**- shall mean T. C. Ray & Co., Solicitors & Advocates of No. 6, Old Post Office Street, Kolkata- 700 001 who shall be appointed by the Developer for preparation and execution of development agreement, power of the attorney and/or any other documents of transfer in favour of the prospective purchaser to be inducted by the Developer and/or the owners concerning the above payment.

1.44. **EXPRESSIONS** - imparting masculine shall include feminine and neuter gender.

1.45. **WORDS**- imparting plural number shall include singular number as well as vice-versa.

1.46. **THE PARAGRAPHS** heading to the articles do not form part of this Agreement and shall not be taken into account for construction or interpretation thereof.

1.47. **AMALGAMATED LAND**- shall mean and include any land or area adjacent and contiguous to the **SAID PREMISES** in respect of which the Developer may enter into a suitable agreement and/or arrangement to acquire and develop in conjunction with the development of the said premises on such terms as the Developer shall agree upon with the Owners of such adjacent and contiguous land for beneficial use and utilization of the said premises along with the additional contiguous land so as to include it in the project.

1.48.

2. **COMMENCEMENT**

2.1. This Agreement shall come into effect from the date of its execution.

3. ASSURANCE AND INDEMNITY BY THE OWNERS :

- 3.1. The Owners are jointly and absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said premises and every part thereof described in the **FIRST SCHEDULE** hereunder written.
- 3.2. That the entirety of the said premises is free from all encumbrances charges, liens, lispendens, attachments, trusts whatsoever or howsoever.
- 3.3. The Owners hath made out a marketable title in respect of the said premises.
- 3.4. The Owners hath not entered into any Agreement for development nor have created any interest in favour of any third party in the said premises or any part thereof.
- 3.5. The Owners agree to keep the Developer indemnified against any claim or demand being made by any third party in respect of the said premises thereby affecting the right, title, interest and possession thereof and/or any defect in the title of the Owners.
- 3.6. There is no proceeding initiated by the Rajpur-Sonarpur Municipality or any other authorities regarding the existing construction upon the said premises or any part thereof nor any such proceeding is pending.
- 3.7. That the said premises is not subject to any order of acquisition or requisition nor any part of the said premises is subject to road alignment.
- 3.8. The Owners have paid and discharged upto date statutory impositions and other outgoings concerning the said premises and if any amount is found to be due and outstanding as on the date of this Agreement, if at any time hereafter any amount is due and outstanding in the said amount, the same shall be paid and discharged by the Owners.

3.9. The Developer hath upon inspection of all relevant papers and documents are prima facie satisfied as to the title made out by the Owners concerning and/or relating to the Said Premises and also as to the measurement of the area and other details and particulars relating thereto.

4. Interpretation

4.1. Headings and bold typeface are only for convenience and shall be ignored for the purpose of interpretation.

4.2. In this Agreement, reference to:

- (a) Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- (b) A document in the "agreed form" is a reference to a document in a form approved and for the purposes of identification signed by or on behalf of the relevant Person.
- (c) The knowledge, information, belief or awareness of any Person shall be deemed to include the knowledge, information, belief or awareness such Person would have if such Person had made reasonable, due and careful enquiry.
- (d) A statutory provision includes a reference to:
 - (i) the statutory provision as modified or re-enacted or both from time to time (whether before or after the date of this Agreement); and
 - (ii) any subordinate legislation made under the

statutory provision (whether before or after the date of this Agreement).

- (e) A person includes a reference to that person's successors and permitted assigns.
 - (f) A Clause or Schedule or Annexure, unless the context otherwise requires, is a reference to a Clause of or Schedule or Annexure to this Agreement.
 - (g) The terms "herein", "hereto", "hereof", "hereunder" and words of similar purport refer to this Agreement as a whole.
 - (h) The terms "include" and "including" shall mean "include without limitation".
- 4.3. The Recitals, Schedules and Annexure to this Agreement form a part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement.
- 4.4. The term 'agrees' and 'agreement', wherever used in this Agreement shall be deemed to mean 'agree in writing' or 'agreement in writing', as the case may be.
- 4.5. The headings in this Agreement shall not affect the interpretation of this Agreement.

5. DEVELOPMENT OF THE PROJECT AND COST

- 5.1. The Owner hereby authorizes, permits and grants exclusive development rights in, to and over the Schedule Property to undertake development thereon, by developing and constructing the Project thereon with appurtenant infrastructure, amenities

and facilities, at the sole cost and expense of the Developer, as per the (a) terms and conditions of this Agreement, (b) Approvals, and (c) the Applicable Law. The Developer shall exclusively be entitled to design, develop, finance and construct the Project on the Schedule Property in accordance with this Agreement. The Developer shall obtain the Approvals required for commencement of the Project, and commence the developmental work on the Schedule Property, in terms of this Agreement and grants permissive right to enter into, hold and possess the said premises strictly for the implementation of the development scheme only.

The Owners have entered into this Agreement with the Developer for the development and construction on the Schedule Property by the Developer whereby and where under the Owner has agreed that the Developer shall exclusively develop the Schedule Property and the Parties have agreed to transfer the Unit/Apartment(s) in the manner mentioned hereunder and to share the Gross Sales Revenue arising from transfer of the Unit/Apartment(s) and to divide and allocate between them unsold areas upon completion, it being clarified that the Owner shall receive the Owner's Share as consideration for sale and transfer of undivided proportionate shares in the land comprised in the Schedule Property to the Customers whereas the Developer shall receive Developer's Share as consideration for the development and construction of the Schedule Property. It is further clarified that no consideration is

payable by the Developer to the Owner for grant of development rights or by the Owner to the Developer for development of the Schedule Property per se under the terms of this Agreement.

In consideration of the mutual promises and obligations of the parties contained herein, the Owner hereby agrees to provide entirety of the Schedule Property and to allow the same to be henceforth used for the purpose of development of the same by the Developer and in consideration thereof, the Developer has agreed to develop the Schedule Property in accordance with the terms of this Agreement. The Owner agrees to grant, sell and transfer proportionate undivided shares in the land comprised in the Schedule Property and its entire right, title and interest and share in the Unit/Apartment(s) together with Common Areas and facilities, Infrastructure and amenities comprised in the Project to the Customers and the Developer agrees to grant sell and transfer the construction on the Schedule Property to such Customers for mutual benefit and consideration and on the terms and conditions hereinafter contained.

It is clarified that the transfer of the Owner's undivided proportionate share in the land comprised in the Schedule Property shall be completed upon Completion of Development of the Project in terms of this Agreement and the consideration for the same and any other right, title or interest thereunder transferred by the Owner shall be the Revenue forming part of the Owner's Share.

- 5.2. The Developer shall have the sole discretion in selection of construction materials, method of construction, equipment to be used for construction and other related techniques of construction etc., and the Owner shall not interfere with the same subject to the Developer complying with all its obligations hereunder and not in breach thereof, the Owner shall extend full co-operation to the Developer to complete the development and construction right of inspection to view the nature of construction + suggestion to be given due weightage of the Project and shall not create any impediments or obstruction in the way of the Developer in developing or constructing the Project on the terms and conditions contained in this Agreement.
- 5.3. The Developer shall alone be entitled to undertake the construction and development of the Project on the Schedule Property, either by itself or through competent contractors and subdivide the work or appoint sub-contractors as it may deem fit and proper. The Developer alone shall also be entitled to call for tender or adopt any other method for the purposes of selection of contractors or agents, employees etc., required for construction or other purposes covered by this Agreement. The Developer will be entitled to engage architects, engineers, contractors and others as it deems fit to execute the construction work of the Project.
- 5.4. The Developer shall alone be entitled to undertake the development of the Project on the Schedule Property by

constructing multistoried building/s as per the existing building bye laws, rules and regulations, and subject to grant of Approvals by the relevant Government Agency/ies, with appurtenant Infrastructure, amenities and facilities, at the cost and expense of the Developer, and shall ensure compliance of all the specifications, architectural designs, pattern, style of construction and all other aspects and matters as determined by the Developer, at its sole discretion and judgment (hereinafter also referred to as the "Project").

- 5.5. The cost and expense with regard to the development and construction of the Project shall be borne and paid for by the Developer exclusively. On and from the Execution Date, the Developer shall be solely responsible for (a) mobilizing all financial resources required for implementation of the Project, (b) meeting all costs and expenses, whether direct or indirect, relating to implementation of the Project, including construction costs, fees paid to the architects, designers, costs and expenses incurred in relation to obtaining Approvals for the Project and costs, fees and charges pertaining to various service providers; and (c) make all the deposits (that are refundable to the Developer or not) and connection charges payable to the concerned departments/authorities for procurement of water, electricity and sewerage connections for the Project. The entire amount collected by the Developer from the Customer towards Incidental Charges shall not form part of the Gross Sales Revenue, for distribution amongst the Parties and shall be kept in the "Separate Account".

- 5.6. The Developer shall obtain the sanction of building plans from the Rajpur Sonarpur Municipality at its own cost and expenses for the construction of the Project on the Scheduled Property. The Developer shall at its cost procure the preparation of the building plans/drawings/ designs as per the Applicable Laws, building byelaws, rules and regulations etc., for construction of the Project, and submit the same for approval of the relevant Government Agency/ies. The Developer shall be entitled to modify, add and/or delete the contents in the Project plan(s) submitted for sanction of the Government Agency/ies at its discretion and as it deems appropriate, based on the market requirements without however in anyway compromising with the maximum FAR utilizable. Further, the Developer shall be entitled to make such modifications, additions, deletions etc., in the plans as may be directed/required by the authorities concerned or due to technical or other exigencies. However, in any of such cases the Developer shall give due written prior instruction to the Owner.
- 5.7. The Owner agrees to not to deal with the Schedule Property in any manner whatsoever, except in accordance with the terms of this Agreement. The Owner's rights and entitlements under this Agreement and in respect of development of the Schedule Property shall be limited to receiving the share of the Gross Sales Revenue i.e. the Owner's Share, as set out in Clause 1.33 hereunder.
- 5.8. In no event the Owner nor any of its estate shall be responsible and/or be made liable for payment of any dues of any lender

and for that purpose Developer shall keep the Owner indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof. So long as the Developer is not in violation of any of its obligations under this Agreement, including compliance of any of the terms specifically provided herein the Owner undertakes to not interfere with the decisions of the Developer save what is provided hereunder and/or hinder or obstruct the development of the Project in any manner, whatsoever.

6. GROSS SALES REVENUE SHARING

- 6.1. In consideration for the (a) Owner agreeing to transfer the Schedule Property in terms of this Agreement and for development rights granted by the Owner and, (b) fulfilment of the obligations of the Owner, under this Agreement, the Owner shall be entitled to the Owner's Share and the Developer shall share the Owner's Share with the Owner in terms of this Agreement. For the sake of clarity, it is hereby confirmed that (a) 35% (Thirty-Five percent) of the Gross Sales Revenue shall be paid to the Owner (towards the Owner's Share), and (b) the Developer shall be entitled to retain the Developer's Share being the balance 65% (Sixty-Five percent) of the Gross Sales Revenue in respect of total constructed area for commercial exploitation.
- 6.2. Developer shall make all payments to Owner after deduction and recovery of an amount equivalent to 3.5% of Owner's share

towards advertisement, marketing cost and brokerage cost of the Project plus applicable Taxes.

- 6.3. The Developer shall provide a statement to the Owners in due course disclosing the details of allotments made and the Gross Sales Revenue received.
- 6.4. After the settlement of the accounts of monthly sales, as per Clause 6.2. above, the Developers shall pay the Owner's Share to the Owner within a reasonable time from such settlement of accounts in accordance with clause 6.5 below.
- 6.5. The Parties have agreed that the Gross Sales Revenue of the Project shall be collected from the Customers by the Developer in its name and in its own bank account to be specifically maintained for the project only. Out of the Gross Sales Revenue received by the Developer in a month ("Monthly Gross Sales Revenue") from the Project, the Developer shall keep aside 65% of the same in a separate account as per RERA. The balance 35% of the Gross Sales Revenue shall be shared between the Parties in the ratio agreed in clause 6.1. within the time prescribed under clause 6.3. So far as sharing of the Blocked Amount is concerned, the Developer shall, in terms of clause 6.3., pay from time to time the Owner's Share as and when any amount is withdrawn out of the Blocked Amount till the time the entire Gross Sales Revenue of the Project stands shared with the Owner in the manner agreed in clauses 6.1., 6.2. and 6.3. Provided that the Developer shall promptly withdraw the Blocked Amount from the separate account as and when and to the extent is permitted by the Applicable Law and shall share the

Owner's Share out of the amount so withdrawn in terms of clause 6.1.

Provided further that any receipt and distribution of the Gross Sales Revenue shall remain subject to any arrangement that may be stipulated by the Lenders, however It is clarified that such arrangement shall not affect the payment of the Owner's share as mentioned in Clause 6.1. above.

Be It recorded the Developer shall provide to Owner all details of the account maintained in connection with project periodically and/or as and when called for by the Owner.

- 6.6. The Parties hereby agree that the Owner's Share, is inclusive of all applicable Taxes, and that the Developer shall not be liable or responsible to pay any amount in excess of the shares of the respective Parties. The Owner's Share shall be paid Gross of Taxes, that the Developer is required to withhold under Applicable Laws.
- 6.7. The component of Extras comprised in the Incidental Charges as specified in **Part-I** of the **FIFTH SCHEDULE** shall belong solely and exclusively to the Developer, to be utilized in the manner deemed appropriate by the Developer. However, the component of Deposits comprised in the Incidental Charges as mentioned in **Part-II** of the **FIFTH SCHEDULE** shall be collected from the Customer(s) by the Developer under the terms of this Agreement for being made over to the Association of Flat Owners to be formed hereafter.
- 6.8. In the event any Unit/Apartment in the Project remains unsold for a period of 2 years (730) days from the date of obtaining the

completion certificate in respect of the Project from the Rajpur Sonarpur Municipality, the same shall be divided and allocated between the Parties as per their respective share as mentioned herein above within 90 (ninety) days from the expiry of the above mentioned 90 (ninety) days or such other date as may be mutually agreed upon by and between the Parties. In such an event, each Party shall be exclusively entitled to its allocation of the unsold areas with exclusive possession thereof and with exclusive right to sell, transfer or otherwise deal with and dispose of the same in any manner that such Party deems fit and appropriate, without any right, claim or interest therein whatsoever of the other Party. As and when such unsold areas are allocated amongst the Parties, the Owner or its transferees in respect of Owner's Share of unsold areas, as the case may be, shall be liable for i) payment of Incidental Charges mentioned herein to the Developer; and ii) pay GST (if applicable) or the proportionate amount of GST input credit at actual reversed on obtaining completion certificate iii) statutory payment to the concerned authority. Notwithstanding such apportionment of unsold Unit/Apartment(s) between the Owner and the Developer, as and when requested by one Party, the other Party shall join sale deeds/conveyance for perfecting the sale of the unsold Unit/Apartment(s) allotted to the Parties.

- 6.9. Notwithstanding anything contrary contained in the preceding clause or elsewhere in this Agreement, the liability of the Developer to pay from time to time the Owner's Share shall always remain subject to the relevant provisions in any

Applicable Law which mandates mandatory transfer of proceeds of a project to separate account and the regulated withdrawal procedure from such separate account. It is also made clear that under no circumstances the Owner shall demand from Developer any amount as Owner's Share out of such separate account which is otherwise not withdrawable by either of the parties hereto for the time being. Provided however, as and when any amount is withdrawn from the said separate account, the provisions of clause 1.28 shall apply to such withdrawals.

7. EXPLOITATION OF MAXIMUM FAR/FSI

- 7.1. The Project shall be carried out and completed by the Developer based on the actual FAR sanctioned by the Rajpur Sonarpur Municipality.
- 7.2. The Parties hereby agree that the Developer shall exploit the maximum Floor Space Index (FSI)/FAR permitted by the Applicable Laws and shall obtain the Approvals for this purpose from the relevant Government Agency(ies). The Developer may comply with the Green Building Norms for the construction and development of the Project. In such event, all costs and charges for acquiring the additional FAR shall be borne by the Owner. All costs and charges for construction on the additional FAR shall be borne by the Developer. In such event, the Owners, and the Developer will be entitled to the additional Gross Sales Revenue from such additional construction, in the same ratio as set out in Clause 6.1. of this Agreement.

7.3. The parties hereby agree that the Developer may develop the said Project in a Phased manner for the betterment of the Project. In such event on completion of each phase the Developer shall obtain partial Completion Certificate for such Phase. However, the Developer shall ensure that, the Completion Date as mentioned in Clause 12.2. subject to Force Majeure shall at all times be maintained for all Intents and purposes.

8. PERMISSION TO ENTER

8.1. The Developer shall upon obtaining the Approvals and subject to compliance of Clause 5.1., enter the Schedule Property as licensee free of all Encumbrances and obstructions to Implement the Project on the Schedule Property and so long as the Developer is not in violation of any of its obligations under this Agreement, including in particular the completion date as specified in clause 12.2. hereunder Developer' right to carry out the construction and development works in relation to the Project shall be continuous and the Owner shall not in any manner whatsoever obstruct or raise any objection to the Implementation of the Project.

The Developer shall be deemed to have been granted license to enter the Schedule Property; subject however to the fact that the legal possession and ownership shall always be deemed to be with the Owner. Notwithstanding anything contained above, any time after the signing of the term sheet and consequential

payment as above, the Owner, shall permit the Developer and its men, servants and agents to enter upon the Scheduled Property for the limited purpose of measurement, soil testing and such other necessities connected with the Project.

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 transfer as defined under the provisions of the Income Tax Act, 1961.

9. SALE OF THE UNIT/APARTMENT(S)

9.1. The Developer shall, be entitled to negotiate the terms and conditions for sale of the Unit/Apartment(s) constructed/developed on the Schedule Property, in the manner it deems appropriate with the objective of maximising Gross Sales Revenues.

9.2. The Parties shall enter into letters of intent, memorandum of understanding, agreements to sell, and sign and execute all other instruments and documents including but not limited to Conveyance Deeds / Sale Deeds in respect of the Schedule Property in relation to sale, conveyance, transfer, of the Unit/Apartment(s) and area to be constructed and developed on the Schedule Property together with undivided share in the Schedule Property in favour of the Customer and/or the Association, as the case may be, in conformity with the Applicable Law and receive appropriate payments and

consideration in respect thereof from the Customer. The Developer shall be entitled to execute and register the same for and on behalf of the Owner as its lawful attorney.

Provided, however, immediately preceding execution and registration of the relative documents, as the case may be, the developer shall forward the original document for verification and approval of the Owner and only upon receipt of necessary written approval thereof by the Owner, such documents can be executed and registered by the Developer with due intimation to the Owner.

- 9.3. The Owner hereby undertakes to convey and transfer to the Customer and/or the Association, as the case may be, as per the provisions of the RERA, and *vide* such form and number of sale deeds as may be required by the Developer from time to time, the entire Schedule Property, in such portion/s as may be identified by the Developer, from time to time. The Owner shall not be entitled to any consideration other than the Owner's Share as specified in Clause 1.33. of this Agreement, for such sale/transfer/conveyance of the Schedule Property. Such transfer shall be executed and registered by the Developer on behalf of the Owner as its lawful attorney.

Provided, however, immediately preceding execution and registration of the relative documents, as the case may be, the developer shall forward the original document for verification and approval of the Owner and only upon receipt of necessary approval thereof by the Owner, such documents can be executed and registered by the Developer with due intimation to

the Owner.

10. OBLIGATIONS OF THE DEVELOPER AND THE OWNERS

10.1. The Owner shall, at its own cost and expense, carry out the following acts in connection with development of the Project on the Schedule Property:

- (a) To provide the said Schedule property free from all encumbrances' charges, liens and lispens with a clear marketable title with boundary wall on all sides.
- (b) To complete Mutation, Amalgamation of Schedule Property & to provide NOC from the Competent Authority ULC. To get permission and bear cost for water body shifting if applicable. To demolish all existing structures and provide vacant land for development.
- (c) To pay all municipal and Land revenue taxes and outgoings with regards to land till the Sanction of the project. Post Sanction of the Project the Developer shall clear all taxes annually until completion of the project including transfer and/or delivery of possession to the respective transferee.
- (d) Provide the Developer and or its agents, representatives a License to enter into the Schedule Property on completion of Clause (a) and (b) as mentioned above.
- (e) To provide indemnity to the Title to Developers and obtain title Insurance as applicable in Law.

The Developer shall, at its own cost and expense, carry out the following acts in connection with development of the Project on the Schedule Property:

- i. To prepare at its own cost and expenses and finalize the layouts and plans and applications required for the construction of the Project on the Schedule Property;
- ii. To prepare at its own cost and expenses the required plans/ drawings/ designs/ applications for construction of the Project on the Schedule Property, as per all applicable building bye-laws, rules and regulations and submit the same to the concerned local municipal authorities and various government departments and authorities from whom licenses, sanctions, consents, permissions and no objections and such other orders as may be required for the construction of the Project and produce for approval and verification by the Owner before signature ;
- iii. To construct, at its own cost and expenses, Project in the Schedule Property after obtaining all approvals, sanctions, license, permission, consents etc., in accordance with this Agreement and the sanctioned plan with such alterations, additions, modifications as may, from time to time become necessary;
- iv. Exercise discretion in all matters relating to the conceptualization, manner, method and design of construction of the Project subject to the terms of this Agreement upon due written prior intimation to the Owner for concurrence ;
- v. To achieve Completion of Development within the timeliness specified in this Agreement;

- vi. To follow all building designs, codes, and Applicable Laws as may be applicable in the development of the Project and the Developer shall also bear all the taxes, fees that may become payable in respect of the construction of the Project;
- vii. To bear the electricity charges, water charges, property tax per year from the date of obtaining sanctioned plan) and/or any other assessment In respect of the Schedule Property from the date of obtaining sanction plan till completion of the Project; and
- viii. Negotiate the sale of the Unit/Apartment(s) and collect consideration/receivables from the Customer as specified In this Agreement.
- ix. The Developer shall take all the decisions regarding the specifications of the Project, modification and amendment of the existing sanctioned plan or sanctioning of a fresh plan in respect of the Project with the prior intimation and approval of the Owner. Such decisions shall, at all times, be in compliance with the provisions of RERA.
- x. The Developer shall take steps to maximize the FAR as per prevailing laws. The Developer shall construct the entire sanctioned area as per the sanction plan.
- xi. From the Date of obtaining sanction plan, the Developer shall bear and pay the property taxes as also other outgoings in respect of the Scheduled Property till such time the Project is ready for occupation, after which, the Parties, In the ratio of their respective Shares and/or the

transferees or their nominees shall become liable and responsible for payment of property taxes and all other outgoings.

- xii. The Developer shall be responsible for planning, designing, development and construction of the Project with the help of professional bodies and/or contractors.
- xiii. The Developer shall in consultation and concurrence with the owners brand the said project.

10.2. The Owners hereby undertake :

- (a) To sign and execute all necessary document/s and papers as may be reasonably required for conveying title to the Developer and/or prospective Customers, if any;
- (b) To allow the Developer to construct on the said premises or part thereof without any let or hindrance by the Owner or any third party claiming through it;
- (c) To convey and transfer undivided interest in the Schedule Property together with all rights, title, interest, ownership and all other rights of any nature, whatsoever, both at law and in equity, on a freehold, absolute, unrestricted and exclusive basis to the Customers or the Association, as the case may be, as per Applicable Laws in a manner requested by the Developer;
- (d) To make out a good marketable right, title and interest to the Schedule Property;
- (e) To extend full cooperation and assistance to the

- Developer to obtain sanction/approval of the Project plan from the concerned authorities for the development and construction of the Project, at the cost of the Developer;
- (f) Not to cause any let or hindrance for development of the Schedule Property in accordance with this Agreement and the Developer are permitted to enter into and develop the Schedule Property as per the scheme of development agreed to under the terms of this Agreement;
- (g) To carry out such acts, deeds and things (as are not part of obligations of the Developer) as may be reasonably required by the Developer in order to enable the Developer to successfully develop the Project in the Schedule Property and the Owner shall rectify defects, if any, in its title to the Schedule Property, at its sole cost and expense;
- (h) Subject to the Developer complying with its obligations herein provided, the Owner agrees and undertakes that they will not in any way correspond in any manner whatsoever with the Government of India/ Government including the Urban Development Authority, Semi Government Offices, Statutory Offices, Bodies and other Authorities, Water Supply Company, Department of Telecommunication, Electricity Supply Company, Police Department, Airport Authorities, Fire Authorities and in all other Government offices in respect of the powers conferred under the Power of Attorney in this Agreement, or otherwise countermanding or conflicting with any acts,

deeds, matters and things done by the Developer pursuant to the said Power of Attorney, and the Power of Attorney granted in terms hereof shall remain operative till the Project is completed in all respect;

- (i) To hand over all original Title Deeds and other property documents to the Developer simultaneously with execution of this Agreement without any lien;
- (j) Not to transfer, assign or create any charge on the Owner's rights and entitlements under this Agreement without prior written consent of the Developer.

11. REPRESENTATIONS AND WARRANTIES

11.1. Each of the Parties hereby represent and warrant to the other Parties as under:

- (a) They have full power and authority to enter into, execute and deliver this Agreement and any other deeds, documents or agreements, including Power of Attorney, development agreements and consents, contemplated hereunder or pursuant hereto and to perform the transaction contemplated hereunder and, in case of body corporate, it is duly incorporated or organized and existing under the laws of the jurisdiction of its incorporation;
- (b) The execution and delivery of this Agreement and the performance of the transaction contemplated herein has been duly authorised by all necessary corporate or other

action of the Parties;

- (c) This Agreement constitutes a legal, valid and binding obligation on the Parties, enforceable against each of them in accordance with its terms; and
- (d) The execution, delivery and performance of this Agreement by such Party and the consummation of the transaction contemplated hereunder shall not: (i) violate any provision of its constitutional or governance documents (including their respective Memorandum and Articles of Association); (ii) require such Party to obtain any consent, Approvals or action of, or make any filing with or give any notice to, any Governmental Authority or any other person pursuant to any instrument, contract or other agreement to which it is a party or by which it is bound, other than any such consent, Approvals, action or filing that has already been duly obtained or made or contemplated to be obtained under the terms of this Agreement; (iii) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both will constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound; (iv) violate any order, judgment or decree against, or binding upon it or upon its respective securities, properties or businesses; or (v) result in a violation or breach of or default under any Applicable Law.

11.2. The Owners hereby represent and warrant to the Developer as under :

- (a) It has not done any act, deed or thing, which curtails or is likely to curtail, restrict or prejudice its right in the Schedule Property or prevent it from conveying the Schedule Property or any part thereof to the Customer and/or the Association, as the case may be, as per the provisions of the RERA, and in terms of this Agreement;
- (b) **Clear & marketable title:** The Owner is the absolute owner of the schedule Property as given in Part-I of the First Schedule including (Devolution of Title) herein below and mentioned in Part-II of the First Schedule hereunder and possesses clear, marketable, unfettered, absolute and unrestricted right, title and interest on the Schedule Property and is the sole, absolute and exclusive owner of the Schedule Property having peaceful, legal and physical possession thereof and no other person has any right, title, interest, claim or concern of any nature therein. The Owner has made all payments to be made in terms of the sale deed/ documents under which the Schedule Property was acquired and there are no impediments, defaults, omissions or constraints whatsoever with regard to the rights, ownership, titles, estate, privileges and interests vesting in the Owner. All current and antecedent title documents have been duly registered and stamped at the correct valuation of the Schedule Property as required under law;

- (c) **Compliance with Applicable Laws**: The Owner is in absolute compliance of the Applicable Law, all statute, law, land ceiling laws, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, 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;
- (d) **No litigation**: There is no pending or threatened litigation(s) including any appellate proceedings, arbitrations, suits, proceedings, disputes, lis-pendens, attachment, claims, demands, notices of acquisition or requisition, reservations, prohibitory orders, notices of any nature whatsoever concerning or relating to or involving the Schedule Property or the Owner pertaining to the Schedule Property. 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 Schedule Property vesting with the Owner, the contemplated transaction under this Agreement or on the development and construction of the Project;
- (e) **No Encumbrance & Contiguous**: The Schedule Property and all parts of it are free from all kinds of Encumbrance and third party claims including any prior sale/ agreement

to sell, gift, mortgage, tenancy, license, trust, exchange, lease, encroachment by or settled possession of a third party, legal flaw, claims, prior agreement to sell, 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 Schedule Property is contiguous land and there are no impediments with regard to the development and construction of the Project on the Schedule Property;

- (f) **No prior sales/ launch of the Project:** The Owner hereby represents and undertakes that (i) the Owner has not entered into, nor has it authorized any person to enter, any arrangement or agreement for sale/ 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, to be developed or constructed over the Schedule Property; and (ii) the Owner has not accepted any request for booking or allotment of sale/ lease/ license of any plot, flat, apartment or any other space/ area, to be developed or constructed over the Schedule Property;
- (g) **No Prior power of attorney:** The Owner has not issued and/ or executed any power of attorney or any other authority, oral or otherwise empowering any other

person(s) to deal with the Schedule Property or any part thereof for any purpose whatsoever;

- (h) **No Outstanding taxes**: There is no outstanding property taxes, rates, duties, cess, levies including assessments, water charges, electricity charges, dues or any other charges, including any infrastructure charges, under any Applicable Law, required to be paid to any Governmental Authority or other Person in connection with Schedule Property. However, if at any stage any demand/notice is received in this respect the same shall be borne/settled solely by the Owner;
- (i) **No future impediment**: The Owner agrees and covenants that after execution of this Agreement, and except in accordance with the terms hereof, it shall not enter into any agreement, commitment, arrangement or understanding with any person which shall have the effect of creating, directly or indirectly, and whether immediately or contingently, in favour of such person any right, interest, title, claim or Encumbrance in or over or in relation to the Schedule Property and/ or the constructed area or any part thereof;
- (j) **Due disclosures**: All information in relation to the transactions contemplated herein which would be material to the Developer for the purposes of entering into this Agreement, and consummating the transaction contemplated herein, has been made available and disclosed to the Developer. All information contained or

referred to in this Agreement which has been given to Developer, continues to be, true, complete and accurate in all respects and not misleading in any manner. Nothing has occurred (since the time such information was given) that results in any information, provided by it or on its behalf in connection with the transaction contemplated herein, becoming untrue or only partially true in any respect; and

- (k) **Access and Egress**: The Owner represents and confirms that access to and egress from the Schedule Property is unconditionally and absolutely available for the purpose of construction, development, or any other commercial exploitation of the Project and is by means of a public/government road., No means of access to the Schedule Property is shared with or subject to rights of determination or requires payment to any third party. The Owner has not entered into any arrangement or agreement or any nature with any Person/ third party which in any manner restricts the access/ egress to the Schedule Property from the road.
- (m) The Owner shall obtain title certificate and title insurance as mandated by RERA.

11.3. The Owners hereby confirm and agree that, as of the Execution Date, each of the aforesaid Representations and Warranties is true, accurate, complete, valid and subsisting and not misleading in any manner as of the Execution Date, and that the said Representations and Warranties shall be continuous and shall survive the term of this Agreement. The Owner

acknowledges that the Developer has entered into this Agreement and has agreed to fulfill its obligations under this Agreement based on the confirmation of the Owner that each of the Representations and Warranties are true, accurate, complete, valid and subsisting and are not misleading in any manner.

11.4. The Developer hereby represents and warrants to the Owners as under:

- (a) The Developer is a Company duly organised and validly existing under the laws of India and is well compliant with the laws in India and is financially in good health and standing;
- (b) All information contained or referred to in this Agreement which has been given to Owner, continues to be, true, complete and accurate in all respects and not misleading in any manner. Nothing has occurred (since the time such information was given) that results in any information, provided by them or on its behalf in connection with the transaction contemplated herein, becoming untrue or only partially true in any respect;
- (c) The Developer has full power and authority to execute, deliver and perform the terms and conditions of this Agreement and has taken all necessary actions to authorise the execution and delivery, by it, of this Agreement and the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by the

Developer and constitutes a legal, valid and binding obligation of the Developer, except to the extent that enforcement may be limited by applicable bankruptcy, insolvency or other laws of general application affecting creditors' rights or the application of equitable principles. The Developer shall be entitled to do all things, deeds and matters pertaining to all of the development activities on and in relation to the Schedule Property and exercise of its Development Rights; and

- (d) The Developer shall be obligated to maintain transparency of its accounts and financial statements for the Owners.

11.5. Each of the representations and warranties set forth in this Clause shall be construed as a separate warranty and (save as expressly provided to the contrary herein) shall not be limited or restricted by reference to or inference from the terms of any other representation or warranty or any other term of this Agreement or qualified by any actual or constructive knowledge on the part of the Developer or any of its agents, representatives, officers or employees. For the avoidance of doubts, the representations, warranties and covenants mentioned in Clause 8 shall survive and continue to be in force and effect from the Execution Date.

12. COMMENCEMENT AND COMPLETION OF PROJECT

12.1. The Developer shall commence the construction of the Project - within 60 days from the date of sanction on the basis of the

sanctioned building plans including the revised/re-sanctioned building plans (hereinafter, "Construction Commencement Date").

- 12.2. The Developer shall achieve completion of development of the Project within a period of forty-eight (48) months from the Construction Commencement Date ("Completion Date"), subject to there being no Force Majeure Event. The Developer shall be entitled to proportionate extension of time period for achieving the Completion of Development, if the delay, in achieving the Completion of Development is on account of any Force Majeure Events, provided only the Developer has notified the Owner about existence of such event within thirty (30) Business Days from the occurrence of such an event.
- 12.3. In the event of any delay in achievement of Completion of Development of the Project in terms of this Agreement within the timelines specified in Clause 12.2. above, the Developer shall be entitled to a grace period of twelve (12) months thereafter.
- 12.4. The Owner shall extend full co-operation to the Developer to complete the development and construction of the Project. So long as the Developer is not in breach of any of its obligations herein, the Owner shall not create any impediments or obstruction in the way of the Developer in developing or constructing the Project. Further any impediments arising due to defective title or possessory rights of the Owner shall be cleared by the Owner at its own cost and expenses and in such case the time for achieving the Completion of Development shall be

deemed to be proportionately extended by the time by which the progress of development/ construction of the Project is impacted due to defective title of the Owner. If in the opinion of the Owner the title defect is incurable, the Parties shall mutually discuss and decide the way forward. It is hereby clarified that in the event the Developer is made liable to pay compensation to the Customer under the provisions of RERA or any Applicable Law for the time being in force owing to delay in completion or non-completion of Project attributable to such defective title of the Owner, then such liability towards payment of compensation to the Customers of the Project shall be met, borne and paid in entirety by the Owner and the Developer shall not be made liable in this regard in any manner whatsoever.

13. POWER OF ATTORNEY

13.1. The Owner shall simultaneously with the execution hereof execute and/or register one or more Powers of Attorney in favour of the Developer; granting all necessary powers and authorities to implement and effectuate the terms of this Agreement, including necessary powers for executing, presenting and registering Agreement of Sale/Lease /Deed of Conveyance in terms of Clause 10.2. above.

13.2. The Owner confirms and accepts that inasmuch as all such powers of attorneys to be granted by them to the Developer as aforesaid are coupled with interest of the Developer in the Schedule Property and the Project to be constructed thereon,

the Owner shall not be entitled to nor shall revoke or cancel the same until this Agreement is fully implemented and effectuated.

13.3. While exercising the powers and authorities under the power or powers of attorney granted or to be granted by the Owner in terms hereof, the Developer shall ensure that no civil, criminal or financial obligation are imposed or subjected upon the Owner and the right title and interest of the Owner with regard to the Schedule Property or any part or share thereof or therein is not in any manner affected or prejudiced, and shall not do any such act, deed, matter or thing which would in any way infringe the rights of the Owner and/or go against the spirit of this Agreement or whereby the Owner suffers any loss or damage, and the Developer shall indemnify and keep the Owner fully saved harmless and indemnified in respect thereof.

13.4. It is further understood that to facilitate the construction of the Project by the Developer various acts deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owner and various applications and other documents may be required to be signed or made by the Owner from time to time relating to which specific provisions may not have been mentioned herein and the Owner hereby agrees to do all such acts, deeds, matters and things and execute such application papers and such further/additional Power of Attorney and/or authorization as may be required by the Developer strictly for expeditious and unrestricted implementation of the project.

14. BORROWINGS

- 14.1. The Developer shall be entitled to obtain loans for the purpose of construction of the Project on the Schedule Property. The proceeds of such loans and/or other facilities shall be used exclusively for the implementation of the Project and not otherwise.
- 14.2. As agreed between the Parties, the Developer shall be entitled to obtain loan from bank/financial Institution/non-banking financial companies or other financing entities ("Lenders"). The Owner hereby agrees, undertakes and acknowledges that the Developer shall be entitled to create mortgage or charge or encumbrances in respect of the Developer's Share only in or upon the Schedule Property for the purposes of obtaining lending/ financing/ guarantees for development and construction of the Project or for any payment of license fees/charges or any other statutory or government levies for development/ construction on the Schedule Property or for any customer financing for the purchasers of the Unit/Apartment(s) in the Project or for anything pertaining to development/ construction of the Project on such terms and conditions as the Developer shall think proper, without mortgaging, creating charge, lien, giving collateral security of or otherwise affecting the rights and interest of the Owner in respect of the Owner's Share. In such case the Owner, as and when required, shall execute all deeds Instruments papers and necessary documents to facilitate the grant of such project finance. To enable the Developer to raise

finance exclusively for development of Schedule Property and construction of Project, the Owner hereby permits and allows the Developer to deposit the original title deeds of the Schedule Property by creating mortgage as a security for such loan and advance with the Lenders without creating any change, mortgage, and/or impediment in or upon the Schedule Property save in restricting to Developer's revenue share without creating any restrictions and impediments in so far as the Owner's revenue share is concerned.

14.3. Nothing contained in this Agreement shall be deemed to restrict the Developer from also creating a charge or security on (a) the development rights granted to it under this Agreement, and (b) the Developer' Share in the Gross Sales Revenue for any loans and/or other facilities sought to be availed by it for the purpose of construction of the Project on the Schedule Property. The Owner shall execute all such documents as may be required by a Lender for the creation of such charge or security stated in Clause 14.1. above.

14.4. The Developer assures and covenants with the Owner that all borrowings and liabilities created for the development of the Project on the Schedule Property shall be the sole responsibility of the Developer and there shall be absolutely no personal liability of the Owner or towards the Owner's Share in the Project in regard to any such debts and all such debts and interest, costs and other charges thereon would be paid or settled in terms of this Agreement. In the event of default in repayment by the Developer, recovery shall be enforced only

against the Developer and the Developer shall be bound to indemnify and keep indemnified the Owner against all claims, damages, costs, charges, expenses (including Attorney fees) and litigations arising in this regard.

14.5. The Owner hereby authorizes the Developer to furnish for and on its behalf to the lenders of the Customers no objection certificates for creation of mortgage over their respective Unit/Apartment(s) and the proportionate interests in the Schedule Property from time to time as a collateral security.

15. FORCE MAJEURE

15.1. The provisions of this Clause 16 shall apply with respect to the occurrence of a Force Majeure Event.

15.2. Upon the occurrence of a Force Majeure Event the Party impacted by such Force Majeure Event shall inform the other Party of the same, in writing, and shall use commercially reasonable efforts to mitigate and overcome the effects of any Force Majeure Event as soon as practicable after the occurrence thereof and shall co-operate with the other Parties to develop and implement a remedial plan and reasonable alternative measures to remove the effects of the Force Majeure Event.

15.3. Upon the occurrence of a Force Majeure Event, the obligations/responsibilities of the Parties under this Agreement shall be suspended during the continuation of the Force Majeure Event.

15.4. The Parties may mutually agree on the remedial course of action if any Force Majeure Event (or its direct impact) has continued

for more than 6 months from the date of occurrence thereof.

16. INDEMNITY

16.1. Each Party shall indemnify, defend and hold harmless the non-defaulting Party, its affiliates and their respective directors, shareholders, officers, representatives, employees, advisors and agents (collectively, the "Indemnified Persons") against all claims (including third party claims), loss, costs, taxes, expenses, damage, penalties, demand fines and liabilities incurred by the Indemnified Persons by reason of (a) any material breach or inaccuracy of any representation, warranty, undertaking, covenant or agreement made or failure to perform (whether in whole or part) any obligation required to be performed by the defaulting Party and (b) anything done or omitted to be done through the negligence, default or misconduct of the indemnifying Party or of its officers, directors, employees or agents, pursuant to this Agreement and/or under the Applicable Laws. The Indemnification rights of the Indemnified Persons under this Agreement are independent and in addition to other rights and remedies available under law or equity.

16.2. As a condition precedent to any indemnification obligations hereunder, any Party entitled to indemnification under this Clause 17 shall give written notice to the indemnifying Party as regards any third party claims ("Claims") that may be subject to indemnification, promptly after learning of such Claim and

thereafter the Parties shall mutually decide the course of action for defending such Claim. The Parties shall cooperate with each other in such defense. The indemnified Party shall not settle any such Claim without consent of the indemnifying Party.

17. ASSIGNMENT RIGHTS

17.1. The Owner shall not transfer or assign any of its rights, obligations or liabilities under this Agreement to any person without the prior written consent of the Developer, which consent shall not be unreasonably withheld.

17.2. The Developer shall not transfer or assign any of its rights, obligations or liabilities under this Agreement to any person without the prior written consent of the Owner, which consent shall not be unreasonably withheld.

18. CONFIDENTIAL INFORMATION

18.1. Each Party agrees that it shall not, either during the term of this Agreement (otherwise than in the proper performance of its obligations hereunder) or at any time thereafter, without the consent in writing of the other Party being first obtained, either disclose or use for its own benefit or for the benefit of any other Person any Confidential Information which has or may come to its knowledge during the term of this Agreement. The Parties shall require that all personnel employed by them or representing them, having access to any of the Confidential

Information shall be subject to the same obligations as the Parties themselves and the Parties shall take all reasonable steps to ensure that all such personnel are made aware of such obligations.

18.2. The Parties acknowledge that access to Confidential Information may be obtained by visits to the Project site and accordingly the Developer agrees to limit access to the site only to its employees and sub-contractors and to other visitors such as Bankers, Customer etc. on a need basis.

18.3. The obligations of the Parties under this Clause shall survive the expiration or termination of this Agreement.

18.4. The Parties agree and acknowledge that monetary damages for any breach or threat of breach of this Clause 15 are inadequate and that the non-defaulting Party shall therefore be entitled to seek and obtain temporary relief and/or injunctive relief for any breach or threat of breach of this Clause 15, without prejudice to any other rights it may have.

19. **NAME OF PROJECT**

19.1. It is agreed between the Parties that the name of the Project to be constructed on the said premises shall be decided and settled by the parties by mutual consent.

20. **GOVERNING LAW AND DISPUTE RESOLUTION**

20.1. This Agreement shall be interpreted, construed and governed by the laws of India.

- 20.2. Any dispute arising between the Parties under this Agreement, including, but not limited to dispute as to its existence, validity of any provisions, enforcement of the rights and obligations of the Parties, interpretation, construction, performance, breach or any matters incidental thereto, shall be settled by negotiation or mediation. 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 the Parties.
- 20.3. If the parties are unable to settle the dispute by negotiation or mediation within ninety (90) days from the date on which negotiation or mediation is initiated, the dispute shall be referred to binding arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The arbitral panel shall comprise of a sole arbitrator appointed by the Parties on the basis of mutual discussion and agreement. If the Parties are unable to concur upon appointment of sole arbitrator then the arbitral panel shall comprise 3 (three) arbitrators, 1 (One) to be appointed by the Developer and the other arbitrator shall be appointed by the Owner and the 2 (two) arbitrators appointed as aforesaid shall appoint the third arbitrator, who shall be the Chairman of the arbitral panel. The venue of the arbitration shall be at Kolkata and the arbitration proceedings shall be conducted in English. The decision of the arbitrators shall be final and binding on the Parties.

20.4. The Owner hereby agrees understands and acknowledges that so long as there is any dispute pending between the Parties, till resolution of such dispute, the parties shall endeavor to continue construction and/ or development of the project without incurring any third party liability.

20.5. Subject to arbitration as specified above being the mode of dispute resolution, the Courts at Kolkata shall have exclusive jurisdiction to try and or entertain any suits, complaints or any other matter arising out of or touching or concerning this Agreement.

21. GENERAL

21.1. Notices: Any notice, request, demand and other communication required or provided to be interchanged between the parties hereinabove shall be in writing and may be given by the personal service or pre-paid courier to the Parties at their registered office addresses specified herein above or such other address as either of the Parties, may from time to time, designate by notice in writing to the other Parties.

All notices required to be given under this Agreement and all communications; documentation and proceedings, which are in any way relevant to this Agreement, shall be in writing and in English.

21.2. Relationship: Nothing in this Agreement shall be construed as establishing or creating a relationship of master and servant, partnership, joint venture, principal and agent between the

Parties hereto, and this Agreement is entered into strictly on a principal-to-principal basis.

21.3. Specific Performance/Waiver: Either Party shall be entitled to sue for specific performance of the terms and conditions hereof without prejudice to the other Party's rights.

The failure of any Party to insist upon a strict performance of any of the terms or provisions of this Agreement or to exercise any option, right or remedy herein contained, shall not thereafter be construed as a waiver or a relinquishment of such terms, provisions, option, right or remedy but the same shall continue and remain in full force and effect. No waiver by any Party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

21.4. Entire Agreement / Amendment: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior or contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, direct or collateral, express or implied. This Agreement shall not be amended except by an agreement in writing signed by the authorized representatives of the Parties and such agreement shall be read as part and parcel of this Agreement.

21.5. Independent Rights: Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or

constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

21.6. Stamp Duty and Taxes: The costs towards stamp duty and registration fees and all incidental costs and expenses in relation thereto, on the execution and registration of this Agreement shall be borne and paid by the Developer.

Each Party shall bear and pay such Taxes as are required to be borne and paid by it under Applicable Laws.

21.7. Further Action: Each Party agrees to perform (or procure the performance of) all further acts and things (including the execution and delivery of, or procuring the execution and delivery of, all deeds and documents that may be required by Applicable Laws or as may be necessary, required or advisable) as the other Party may reasonably require to effectively carry on the full intent and meaning of this Agreement and to complete the transactions contemplated hereunder.

21.8. Partial Invalidity: If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable or against public policy, the remainder of the terms, provisions, covenants and restrictions contained herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

21.9. Mutual Faith and Confidence : Each of the Parties hereto undertake with the other to act in the utmost good faith in interpreting and implementing this Agreement and agree to do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this

Agreement.

21.10. Effective Date : The terms and conditions contained in this Agreement shall be effective from the Date of Execution hereof.

21.11. Execution of Agreement in Duplicate : This Agreement shall be executed in two counterparts, and each Party shall be entitled to have one counterpart, but all of such counterparts shall together constitute one and the same instrument.

21.12. Survival : The respective representations, warranties, agreements and covenants of the Parties set forth in Clause 1 (Definitions & Interpretations), Clause 11. (Representations and Warranties), Clause 14.5 (Consequences of termination owing to the continuation of Force Majeure Event), Clause 17 (Indemnity), Clause 19 (Confidential Information), Clause 21 (Governing Law and Dispute Resolution), Clause 22.1. (Notices), Clause 22.2. (Relationship), Clause 22.3. (Specific Performance), Clause 22.5. (Independent Rights), 22.8. (Partial Invalidity) and 22.6. (Stamp Duty and Taxes) of this Agreement shall, by their nature, survive and remain in full force and effect, regardless of the termination, cancellation, completion or expiration of this Agreement and shall continue to be valid and enforceable obligations of the Parties.

21.13. Compliance under RERA:

- (a) The Developer shall obtain registration of the Project from the Housing Industry Regulatory Authority established under RERA at its own costs and expenses immediately after the sanctioned plan has been obtained and after receipt of all clearances as may be required for developing

- /constructing the Project; and shall thereafter comply with all the requirements and obligations under RERA.
- (b) The Project shall be governed by the norms of RERA. The Developer and the Owner shall strictly follow the norms and guidelines as laid down in RERA and fulfill the obligations at their own costs and expenses.
 - (c) All receivables from the Customers after deduction of applicable TDS shall also be accounted for in terms of RERA. The payment of the Owner's Share from collections shall be governed by RERA. The component of Goods and Services Tax included in the receivables shall be deposited by the Developer with the Government authorities within time.
 - (d) The Developer shall be responsible to comply with the prevailing laws, rules and bye-laws of all concerned authorities and State Government/ Central Government bodies and provisions of the law applicable to development, construction, safety, and transfer of the Unit/Apartment(s) in the Project. The Developer shall not under any circumstances be eligible to shift any burden or obligation hereunder unto and in favour of the Owner.
 - (e) It is hereby clarified that the Developer under no circumstances shall be liable in case any of the Government Authority construes the Owner as 'promoter' under the provisions of RERA on account of it being the owner of the Schedule Property or due to the nature of the transaction entered between the Owner and Developer for the

development of the Schedule Property or the Owner by its own acts or conducts holds itself out to be promoter.

21.14. Be it noted that by this Development Agreement and the related Development Power of Attorney, the Developer shall only be entitled to receive consideration money by executing agreement/final document for transfer of property as per provisions laid down in the said documents as a Developer without getting any ownership of any part of the Schedule Property under Schedule. This Development Agreement and the related Development Power of Attorney shall never be treated as the Agreement/final document for transfer of property between Owner and the Developer in anyway. This Clause shall have overriding effect to anything written in these documents in contrary to this clause.

FIRST SCHEDULE ABOVE REFERRED TO
(PART-I)

ALL THAT pieces and parcels of **BAHUTAL ABASAN LAND** containing by estimation an area of 36 satak (Decimals) equivalent to 21 cottahs 12 chittacks and 22 sq. ft. but on actual measurement 20 cottahs 08 chittacks and 03 sq. ft. be the same a little more or less situated and lying at Holding No. 30, Das Para Road, Mouza- Jagaddal, J. L. NO. 71 and comprised in RS Dag Nos. 3013 and 3014 appertaining to RS Khatian Nos. 1052 and 1092 corresponding to LR Dag Nos. 3030 and 3031 appertaining to LR Khatian Nos. 4413 (Amit Das), 4414 (Ajit Das), 4415 (Narayan Chandra Modak), 4416 (Avijit Modak) P. S. and ADSR- Sonarpur, Ward No. 26, within Rajpur Sonarpur Municipality, P.O. Dakshin Jagaddal, District 24 Parganas (South), Kolkata - 700151 and butted and bounded i. e. :

ON THE NORTH : By Public Road known as Daspara Road(Jagaddal),
ON THE SOUTH : By CS & RS Dag No. 3013 (Part) & 3012,
ON THE EAST : By Public Road known School Road And
ON THE WEST : By C.S & RS Dag No. 3015.

AND HOWSOEVER OTHERWISE the said premises is described and/or distinguished and delineated and shown in a map or plan annexed hereto and thereon enclosed in red border line.

FIRST SCHEDULE ABOVE REFERRED TO
(PART-II)

1. Decree dated 25th September, 1969 passed by the Learned 9th Sub-Judge at Alipore in Title Suit No. 13 of 1963;
2. Deed of Conveyance dated 12th June, 1972 made between Pasupati Dey & Others (Vendor) and Smt. Sucharu Gupta (Purchaser) and registered in Book No. I, being Deed No. 2223 for the Year 1972 in the Office of the District Sub Registrar, Alipore;
3. Bengali Deed of Conveyance dated 27th June, 1966 made between Shibdas Naskar (Vendor) and Smt. Sucharu Gupta (Purchaser) and registered in the Office of the District Sub Registrar, Baruipur and recorded in Book No. I, being Deed No. 8657 for the Year 1966;
4. Durga Mohan Gupta who during his lifetime was governed by Dayabhava School of Hindu Law died intestate leaving behind him surviving viz. Probal Gupta as is only legal heir under the Hindu Law of Succession who inherited the premises as describe in Part-I of the FIRST SCHEDULE hereinabove written.

SECOND SCHEDULE ABOVE REFERRED TO
(COMMON AREAS AND FACILITIES)

ALL THAT roof, terrace, corridors, ways, stairways, passage ways, pump room, lift shafts, drive ways (excepting those reserved for open car parking spaces), gardens, Boundary wall, lobbies, machine room, electric meter room, generator room, stair head, u. g. water reservoir, septic tanks and drainage system, overhead tank, water pump and meter and

other facilities and spaces whatsoever required for the use, establishment, location, enjoyment, provision, maintenance and/or management of the building complex including any extension or merger thereof arising out of any scheme of development of the contiguous and adjacent land.

THIRD SCHEDULE ABOVE REFERRED TO:

Part-I

(OWNERS' ALLOCATION)

35% of the Gross revenue earned

Part-II

(DEVELOPER'S ALLOCATION)

65% of the Gross revenue earned

FOURTH SCHEDULE ABOVE REFERRED TO

(SPECIFICATION OF THE CONSTRUCTION)

1. STRUCTURE : R. C. C. Frame Structure.
2. FLOORING : Living and Dining Space to be done with vitrified tiles and all bed rooms with ceramic tiles.
3. TOILETS : Floors to be of Anti-Skid Ceramic Tiles/ marble and ceramic tiles up To door height on the walls.
4. DOOR : Doors to be hot-pressed phenol bonded flush door with both side commercial ply. Main door to have one side teak ply and one side commercial. All bed room doors will have a tower bolt. Toilet and kitchen

- doors to have a handle and tower bolt. Main door will have a night latch, eye piece, door handle.
5. WINDOWS : All to be of aluminum sliding with full glass panes without grill.
 6. WALL (INSIDE) : Wall to be covered with Plaster of Paris/Putty.
 7. WALL (OUTSIDE) : Exterior waterproof cement based paint of superior brand.
 8. PLUMBING : For all water lines standard PVC/CPVC to be fitted with Good Brand fixtures and Fittings. All toilets will have with hot and cold water lines with a wall mixture, but basin mixture shall not be provided. No Geyser will be provided.
 9. SANITARY : Toilet to be provided with Western type Commode Cistern and one wash basin. All sanitary fittings will be of white colour.
 10. PAINTING : Internal doors to be painted with one coat of primer. Main door to be finished in wooden polish on one side and other side with white enamel paint.
 11. ELECTRICAL : Concealed wiring to be provided with Copper Wire of reputable brand. One exhaust fan, aqua guard and 16Amp point in kitchen and 16 Amp. Point for geyser in both toilet. One A. C. point in Master Bed Room. All rooms with have two light points, one fan point, five Amp. Socket. Switches will be of Modular type.
 12. KITCHEN : Platform to be of black Granite, stainless steel sink, Counter will have Ceramic Tiles two feet above the platform. Flooring will be Anti-Skid tiles/marble.
 13. TELEPHONE & T.V. : One concealed point for each to be provided in every Flat in Din/din space for T.V. and Telephone.
 14. LIFT : Lift of Good Quality make.

15. ROOF : Water proofing of roof as suggested by the Architect.

FIFTH SCHEDULE ABOVE REFERRED TO
INCIDENTAL CHARGES PART -I - EXTRAS

1. Transformer & Electricity Charges
2. DG Charges
3. Gas Bank Charges
4. Club Charges
5. Cancellation / Nomination charges
6. Legal Charges on per unit/Apartment basis. (Payments for documentation – this would include solicitor fees paid by developer for getting registration done)
7. Guarding Charges: Collected/Invoked in case a unit/Apartment owner is not taking possession after due date.
8. Formation of Association for Maintenance: Charged at Actual of Rs. 5000/- per unit/Apartment approximately.
9. Any other extra facility/reimbursable expenses (example Air-conditioning) provided on mutual discussion to the unit/Apartment owner of which reimbursement is required.

PART II - DEPOSITS

1. Sinking Fund/Corpus Deposit/interim deposit
2. Recurring Sinking Fund Deposit
3. Advance maintenance
4. Any others deposit

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands and seals on the 25th day of **NOVEMBER, 2022**

SIGNED SEALED AND DELIVERED by the **OWNERS** at Kolkata in the presence of :

1. Sathie *(Signature)*
Baruipur civil court

2. Man *(Signature)*
Baruipur civil court

(Signature)

1. AMIT DAS

(Signature)

2. AJIT DAS

(Signature)
Narayan Chandra Modak

3. NARAYAN CHANDRA MODAK

(Signature)

4. AVIJIT MODAK

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

1. Sathie *(Signature)*
Baruipur civil court

2. Man *(Signature)*
Baruipur civil court

BENGAL HOUSING INFRASTRUCTURE
(Signature)
Partner

BENGAL HOUSING INFRASTRUCTURE
(Signature)
Partner

BENGAL HOUSING INFRASTRUCTURE
(Signature)
Partner

BENGAL HOUSING INFRASTRUCTURE
(Signature)
Partner

BENGAL HOUSING INFRASTRUCTURE

Drafted by me
Tarun Kanti Chakrabarti
Advocate (853/95)
Baruipur Civil Court



	Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger
LEFT					
RIGHT					

NAME :

AMIT DAS.

SIGNATURE :



	Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger
LEFT					
RIGHT					

NAME :

AJIT DAS.

SIGNATURE :



	Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger
LEFT					
RIGHT					

NAME :

NARAYAN CHANDRA MODAK.

SIGNATURE :



	Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger
LEFT					
RIGHT					

NAME :

AVIJIT MODAK.

SIGNATURE :



	Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger
LEFT					
RIGHT					

NAME:

SUSMITA MODAK.

SIGNATURE:

Susmita Modak

PHOTO	LEFT	Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger
	RIGHT					

NAME:

SIGNATURE:

PHOTO	LEFT	Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger
	RIGHT					

NAME:

SIGNATURE:

PHOTO	LEFT	Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger
	RIGHT					

NAME:

SIGNATURE:



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



192022230181022481

GRN Details

GRN:	192022230181022481	Payment Mode:	Online Payment
GRN Date:	19/11/2022 07:39:09	Bank/Gateway:	Punjab National Bank
BRN :	407302867	BRN Date:	19/11/2022 07:39:57
GRIPS Payment ID:	191120222018102247	Payment I . Date:	19/11/2022 07:39:09
Payment Status:	Successful	Payment Ref. No:	2003272784/1/2022
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	AMIT DAS
Address:	167 Garia Main Road
Mobile:	6290237218
Contact No:	9831595331
Depositor Status:	Deed Writer
Query No:	2003272784
Applicant's Name:	Mr Tarun Kanti Chakrabarti
Identification No:	2003272784/1/2022
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	19/11/2022
Period To (dd/mm/yyyy):	19/11/2022

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003272784/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	5020
2	2003272784/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	5041

IN WORDS: FIVE THOUSAND FORTY ONE ONLY.

Major Information of the Deed



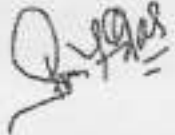


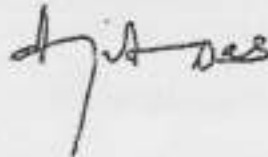


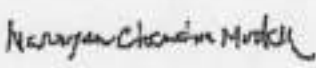
Deed No :	I-1608-09421/2022	Date of Registration	25/11/2022
Query No / Year	1608-2003272784/2022	Office where deed is registered	
Query Date	17/11/2022 10:12:24 PM	A.D.S.R. SONARPUR, District: South 24-Parganas	
Applicant Name, Address & Other Details	Tarun Kanti Chakrabarti Baruipur Civil Court,Thana : Baruipur, District : South 24-Parganas, WEST BENGAL, PIN - 700144, Mobile No. : 9831595331, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 8,00,000/-	Rs. 97,73,992/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 10,020/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		



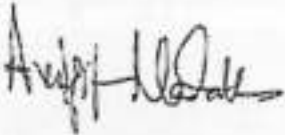
Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: DASPARA ROAD (JAGADDAL), Mouza: Jagaddal, , Ward No: 26, Holding No:30 JI No: 71, Pin Code : 700151

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-3030 (RS :-3013)	LR-4413, (RS:- 1052\0)	Bastu	Danga	4 Dec	1,00,000/-	10,85,999/-	Property is on Road
L2	LR-3030 (RS :-)	LR-4414	Bastu	Danga	4 Dec	1,00,000/-	10,85,999/-	Property is on Road
L3	LR-3030 (RS :-3013)	LR-4415, (RS:- 1052\0)	Bastu	Danga	4 Dec	1,00,000/-	10,85,999/-	Property is on Road
L4	LR-3030 (RS :-3013)	LR-4416, (RS:- 1052\0)	Bastu	Danga	4 Dec	1,00,000/-	10,85,999/-	Property is on Road
L5	LR-3031 (RS :-3014)	LR-4413, (RS:- 1092\0)	Bastu	Danga	5 Dec	1,00,000/-	13,57,499/-	Property is on Road
L6	LR-3031 (RS :-3014)	LR-4414, (RS:- 1092\0)	Bastu	Danga	5 Dec	1,00,000/-	13,57,499/-	Property is on Road
L7	LR-3031 (RS :-3014)	LR-4415, (RS:- 1092\0)	Bastu	Danga	5 Dec	1,00,000/-	13,57,499/-	Property is on Road
L8	LR-3031 (RS :-3014)	LR-4416, (RS:- 1092\0)	Bastu	Danga	5 Dec	1,00,000/-	13,57,499/-	Property is on Road
		TOTAL :			36Dec	8,00,000 /-	97,73,992 /-	
	Grand Total :				36Dec	8,00,000 /-	97,73,992 /-	

Land Lord Details :












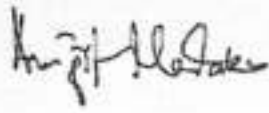


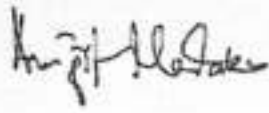


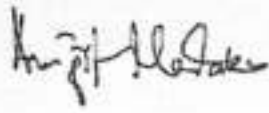
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr AMIT DAS (Presentant) Son of Mr AJIT DAS Executed by: Self, Date of Execution: 25/11/2022 , Admitted by: Self, Date of Admission: 25/11/2022 ,Place : Office			
		25/11/2022	LTI 25/11/2022	25/11/2022
167, GARIA MAIN ROAD (TENTULTALA), P.S.- NARENDRAPUR, City:- Rajpur-sonarpur, P.O:- GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AGxxxxxx6M, Aadhaar No: 88xxxxxxxx3846, Status :Individual, Executed by: Self, Date of Execution: 25/11/2022 , Admitted by: Self, Date of Admission: 25/11/2022 ,Place : Office				
2	Name	Photo	Finger Print	Signature
	Mr AJIT DAS Son of Late SURYA KUMAR DAS Executed by: Self, Date of Execution: 25/11/2022 , Admitted by: Self, Date of Admission: 25/11/2022 ,Place : Office			
		25/11/2022	LTI 25/11/2022	25/11/2022
167, GARIA MAIN ROAD (TENTULTALA), P.S.- NARENDRAPUR, City:- Rajpur-sonarpur, P.O:- GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx8R, Aadhaar No: 96xxxxxxxx2887, Status :Individual, Executed by: Self, Date of Execution: 25/11/2022 , Admitted by: Self, Date of Admission: 25/11/2022 ,Place : Office				
3	Name	Photo	Finger Print	Signature
	Mr NARAYAN CHANDRA MODAK Son of Late KARTICK CHANDRA MODAK Executed by: Self, Date of Execution: 25/11/2022 , Admitted by: Self, Date of Admission: 25/11/2022 ,Place : Office			
		25/11/2022	LTI 25/11/2022	25/11/2022
37, GARIA PLACE, P.S.- NARENDRAPUR, City:- Rajpur-sonarpur, P.O:- GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AExxxxxx6K, Aadhaar No: 98xxxxxxxx7763, Status :Individual, Executed by: Self, Date of Execution: 25/11/2022 , Admitted by: Self, Date of Admission: 25/11/2022 ,Place : Office				

4	Name	Photo	Finger Print	Signature
	Mr AVIJIT MODAK Son of Mr NARAYAN CHANDRA MODAK Executed by: Self, Date of Execution: 25/11/2022 , Admitted by: Self, Date of Admission: 25/11/2022 ,Place : Office			
		25/11/2022	LTI 25/11/2022	25/11/2022
37, GARIA PLACE, P.S.- NARENDRAPUR, City:- Rajpur-sonarpur, P.O:- GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFxxxxxx6H, Aadhaar No: 60xxxxxxxx2231, Status :Individual, Executed by: Self, Date of Execution: 25/11/2022 , Admitted by: Self, Date of Admission: 25/11/2022 ,Place : Office				



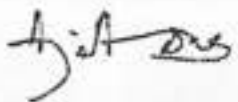
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	BENGAL HOUSING INFRASTRUCTURE 385, VICTORIA PLAZA, GARIA MAIN ROAD, P.S.- NARENDRAPUR, City:- Rajpur-sonarpur, P.O:- GARIA, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 , PAN No.:: AAxxxxxx6N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative



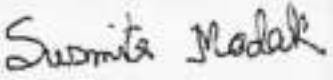
Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr AMIT DAS Son of Mr AJIT DAS Date of Execution - 25/11/2022, , Admitted by: Self, Date of Admission: 25/11/2022, Place of Admission of Execution: Office </td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Nov 25 2022 3:00PM</td> <td>LTI 25/11/2022</td> <td>25/11/2022</td> </tr> </tbody> </table> <p>167, GARIA MAIN ROAD (TENTULTALA), P.S.- NARENDRAPUR, City:- Rajpur-sonarpur, P.O:- GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGxxxxxx6M, Aadhaar No: 88xxxxxxxx3846 Status : Representative, Representative of : BENGAL HOUSING INFRASTRUCTURE (as Partner)</p>	Name	Photo	Finger Print	Signature	Mr AMIT DAS Son of Mr AJIT DAS Date of Execution - 25/11/2022, , Admitted by: Self, Date of Admission: 25/11/2022, Place of Admission of Execution: Office					Nov 25 2022 3:00PM	LTI 25/11/2022	25/11/2022
Name	Photo	Finger Print	Signature										
Mr AMIT DAS Son of Mr AJIT DAS Date of Execution - 25/11/2022, , Admitted by: Self, Date of Admission: 25/11/2022, Place of Admission of Execution: Office													
	Nov 25 2022 3:00PM	LTI 25/11/2022	25/11/2022										
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr AVIJIT MODAK Son of Mr NARAYAN CHANDRA MODAK Date of Execution - 25/11/2022, , Admitted by: Self, Date of Admission: 25/11/2022, Place of Admission of Execution: Office </td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Nov 25 2022 3:11PM</td> <td>LTI 25/11/2022</td> <td>25/11/2022</td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Mr AVIJIT MODAK Son of Mr NARAYAN CHANDRA MODAK Date of Execution - 25/11/2022, , Admitted by: Self, Date of Admission: 25/11/2022, Place of Admission of Execution: Office					Nov 25 2022 3:11PM	LTI 25/11/2022	25/11/2022
Name	Photo	Finger Print	Signature										
Mr AVIJIT MODAK Son of Mr NARAYAN CHANDRA MODAK Date of Execution - 25/11/2022, , Admitted by: Self, Date of Admission: 25/11/2022, Place of Admission of Execution: Office													
	Nov 25 2022 3:11PM	LTI 25/11/2022	25/11/2022										

37, GARIA PLACE, P.S.- NARENDRAPUR, City:- Rajpur-sonarpur, P.O:- GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx6H, Aadhaar No: 60xxxxxxxx2231 Status : Representative, Representative of : BENGAL HOUSING INFRASTRUCTURE (as Partner)

3	Name	Photo	Finger Print	Signature
	Mr AJIT DAS Son of Late SURYA KUMAR DAS Date of Execution - 25/11/2022, , Admitted by: Self, Date of Admission: 25/11/2022, Place of Admission of Execution: Office			
		Nov 25 2022 3:03PM	LTI 25/11/2022	25/11/2022

167, GARIA MAIN ROAD (TENTULTALA), P.S.- NARENDRAPUR, City:- Rajpur-sonarpur, P.O:- GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx8R, Aadhaar No: 96xxxxxxxx2887 Status : Representative, Representative of : BENGAL HOUSING INFRASTRUCTURE (as Partner)

4	Name	Photo	Finger Print	Signature
	Mrs SUSMITA MODAK Wife of Mr AVIJIT MODAK Date of Execution - 25/11/2022, , Admitted by: Self, Date of Admission: 25/11/2022, Place of Admission of Execution: Office			
		Nov 25 2022 3:12PM	LTI 25/11/2022	25/11/2022

37, GARIA PLACE, P.S.- NARENDRAPUR, City:- Rajpur-sonarpur, P.O:- GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALxxxxxx2D, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : BENGAL HOUSING INFRASTRUCTURE (as Partner)

Identifier Details :

Name	Photo	Finger Print	Signature
Mrs Sathi Kar Wife of Mr Palash Sarker BARUIPUR CIVIL COURT, City:- Baruiipur, P.O:- BARUIPUR, P.S:- Baruiipur, District:-South 24-Parganas, West Bengal, India, PIN:- 700144			
	25/11/2022	25/11/2022	25/11/2022

Identifier Of Mr AMIT DAS, Mr AJIT DAS, Mr NARAYAN CHANDRA MODAK, Mr AVIJIT MODAK, Mr AMIT DAS, Mr AVIJIT MODAK, Mr AJIT DAS, Mrs SUSMITA MODAK

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr AMIT DAS	BENGAL HOUSING INFRASTRUCTURE-4 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Mr AJIT DAS	BENGAL HOUSING INFRASTRUCTURE-4 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Mr NARAYAN CHANDRA MODAK	BENGAL HOUSING INFRASTRUCTURE-4 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Mr AVIJIT MODAK	BENGAL HOUSING INFRASTRUCTURE-4 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	Mr AMIT DAS	BENGAL HOUSING INFRASTRUCTURE-5 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	Mr AJIT DAS	BENGAL HOUSING INFRASTRUCTURE-5 Dec
Transfer of property for L7		
Sl.No	From	To. with area (Name-Area)
1	Mr NARAYAN CHANDRA MODAK	BENGAL HOUSING INFRASTRUCTURE-5 Dec
Transfer of property for L8		
Sl.No	From	To. with area (Name-Area)
1	Mr AVIJIT MODAK	BENGAL HOUSING INFRASTRUCTURE-5 Dec

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: DASPARA ROAD (JAGADDAL), Mouza: Jagaddal, , Ward No: 26, Holding No:30 JI No: 71, Pin Code : 700151

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 3030, LR Khatian No:- 4413	Owner:অমিত দাস, Gurdian:অমিত , Address:শিখা , Classification:ভসল, Area:0.04000000 Acre,	Mr AMIT DAS
L2	LR Plot No:- 3030, LR Khatian No:- 4414	Owner:অমিত দাস, Gurdian:বৃন্দ কুমার, Address:শিখা , Classification:ভসল, Area:0.04000000 Acre,	Mr AJIT DAS
L3	LR Plot No:- 3030, LR Khatian No:- 4415	Owner:নারায়ণ চন্দ্র মোদক, Gurdian:কবিতা , Address:শিখা , Classification:ভসল, Area:0.04000000 Acre,	Mr NARAYAN CHANDRA MODAK
L4	LR Plot No:- 3030, LR Khatian No:- 4416	Owner:অবিজিত মোদক, Gurdian:নারায়ণ , Address:শিখা , Classification:ভসল, Area:0.04000000 Acre,	Mr AVIJIT MODAK

L5	LR Plot No:- 3031, LR Khatian No:- 4413	Owner:अमित दास, Gurdian:अमित , Address:सिद्ध , Classification:उत्सा, Area:0.05000000 Acre,	Mr AMIT DAS
L6	LR Plot No:- 3031, LR Khatian No:- 4414	Owner:अमित दास, Gurdian:सूर्य कुमार, Address:सिद्ध , Classification:उत्सा, Area:0.05000000 Acre,	Mr AJIT DAS
L7	LR Plot No:- 3031, LR Khatian No:- 4415	Owner:नारायण चंद्र मोदक, Gurdian:कविशंकर , Address:सिद्ध , Classification:उत्सा, Area:0.05000000 Acre,	Mr NARAYAN CHANDRA MODAK
L8	LR Plot No:- 3031, LR Khatian No:- 4416	Owner:अविजित मोदक, Gurdian:नारायण , Address:सिद्ध , Classification:उत्सा, Area:0.05000000 Acre,	Mr AVIJIT MODAK

30/11/2022 Query No:-16082003272784 / 2022 Deed No :I - 160809421 / 2022, Document is digitally signed.

On 25-11-2022

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

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

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

Presented for registration at 12:40 hrs on 25-11-2022, at the Office of the A.D.S.R. SONARPUR by Mr AMIT DAS , one of the Executants.

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 97,73,992/-

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

Execution is admitted on 25/11/2022 by 1. Mr AMIT DAS, Son of Mr AJIT DAS, 167, GARIA MAIN ROAD (TENTULTALA), P.S.- NARENDRAPUR, P.O: GARIA, Thana: Sonarpur, , City/Town: RAJPUR-SONARPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Business, 2. Mr AJIT DAS, Son of Late SURYA KUMAR DAS, 167, GARIA MAIN ROAD (TENTULTALA), P.S.- NARENDRAPUR, P.O: GARIA, Thana: Sonarpur, , City/Town: RAJPUR-SONARPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Business, 3. Mr NARAYAN CHANDRA MODAK, Son of Late KARTICK CHANDRA MODAK, 37, GARIA PLACE, P.S.- NARENDRAPUR, P.O: GARIA, Thana: Sonarpur, , City/Town: RAJPUR-SONARPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Business, 4. Mr AVIJIT MODAK, Son of Mr NARAYAN CHANDRA MODAK, 37, GARIA PLACE, P.S.- NARENDRAPUR, P.O: GARIA, Thana: Sonarpur, , City/Town: RAJPUR-SONARPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Business

Identified by Mrs Sathi Kar, , , Wife of Mr Palash Sarkar, BARUIPUR CIVIL COURT, P.O: BARUIPUR, Thana: Baruiipur, , City/Town: BARUIPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700144, by caste Hindu, by profession Advocate

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

Execution is admitted on 25-11-2022 by Mr AMIT DAS, Partner, BENGAL HOUSING INFRASTRUCTURE (Partnership Firm), 385, VICTORIA PLAZA, GARIA MAIN ROAD, P.S.- NARENDRAPUR, City:- Rajpur-sonarpur, P.O:- GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084

Identified by Mrs Sathi Kar, , , Wife of Mr Palash Sarkar, BARUIPUR CIVIL COURT, P.O: BARUIPUR, Thana: Baruiipur, , City/Town: BARUIPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700144, by caste Hindu, by profession Advocate

Execution is admitted on 25-11-2022 by Mr AVIJIT MODAK, Partner, BENGAL HOUSING INFRASTRUCTURE (Partnership Firm), 385, VICTORIA PLAZA, GARIA MAIN ROAD, P.S.- NARENDRAPUR, City:- Rajpur-sonarpur, P.O:- GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084

Identified by Mrs Sathi Kar, , , Wife of Mr Palash Sarkar, BARUIPUR CIVIL COURT, P.O: BARUIPUR, Thana: Baruiipur, , City/Town: BARUIPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700144, by caste Hindu, by profession Advocate

Execution is admitted on 25-11-2022 by Mr AJIT DAS, Partner, BENGAL HOUSING INFRASTRUCTURE (Partnership Firm), 385, VICTORIA PLAZA, GARIA MAIN ROAD, P.S.- NARENDRAPUR, City:- Rajpur-sonarpur, P.O:- GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084

Identified by Mrs Sathi Kar, , , Wife of Mr Palash Sarkar, BARUIPUR CIVIL COURT, P.O: BARUIPUR, Thana: Baruiipur, , City/Town: BARUIPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700144, by caste Hindu, by profession Advocate

Execution is admitted on 25-11-2022 by Mrs SUSMITA MODAK, Partner, BENGAL HOUSING INFRASTRUCTURE (Partnership Firm), 385, VICTORIA PLAZA, GARIA MAIN ROAD, P.S.- NARENDRAPUR, City:- Rajpur-sonarpur, P.O:- GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084

Identified by Mrs Sathi Kar, , , Wife of Mr Palash Sarkar, BARUIPUR CIVIL COURT, P.O: BARUIPUR, Thana: Baruiipur, , City/Town: BARUIPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700144, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21.00/- (E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 19/11/2022 7:39AM with Govt. Ref. No: 192022230181022481 on 19-11-2022, Amount Rs: 21/-, Bank:
Punjab National Bank (PUNB0010000), Ref. No. 407302867 on 19-11-2022, Head of Account 0030-03-104-001-16

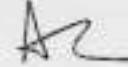
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 5,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 319, Amount: Rs.5,000.00/-, Date of Purchase: 02/11/2022, Vendor name:
Sankar Kumar Sarkar

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 19/11/2022 7:39AM with Govt. Ref. No: 192022230181022481 on 19-11-2022, Amount Rs: 5,020/-, Bank:
Punjab National Bank (PUNB0010000), Ref. No. 407302867 on 19-11-2022, Head of Account 0030-02-103-003-02



Arindam Chakraborty
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SONARPUR
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1608-2022, Page from 208147 to 208226
being No 160809421 for the year 2022.



Digitally signed by ARINDAM
CHAKRABORTY
Date: 2022.11.30 15:49:43 +05:30
Reason: Digital Signing of Deed.

(Arindam Chakraborty) 2022/11/30 03:49:43 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SONARPUR
West Bengal.

(This document is digitally signed.)