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 District Sub-Register, Alipore, South 24-parganas

06-12

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 1st day of December Two Thousand and Twenty - Two

BETWEEN

5632

17 OCT 2022

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

Name:.....

Address:.....

Vendor:.....

Alipur Collectorate, 24 Pgs. (S)

SUBHANKAR DAS

STAMP VENDOR

Alipur Police Court, Kol-27

85A, SARAT BOSE ROAD
Kolkata-26

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Mayank Agarwal

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Kusum Agarwal

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Priyanka Agarwal

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Devendra Das

S/o Shankar Das

Vill - Nabagram

P.O - Nabagram

P.S - Shyam Pur

Howrah - 711315



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1 **PARTIES:**1.1 **OWNERS:**

- i. **ACCUTECH REALTORS LLP (PAN ABFFA6395N)** a limited liability partnership having its registered office situated at 23A, Shakespeare Sarani, Post Office & Police Station: Shakespeare, Kolkata 700 017, being represented by one of its Partner **MAYANK AGRAWAL (PAN AGBPA6924G & ADHAAR CARD NO. 899404816533)**, son of Vijay Kumar Agarwal, residing at 11, K.L Saigal Sarani, Post Office: New Alipore and Police Station: New Alipore, Kolkata 700 053,
- ii. **ACCUTECH DEVELOPERS LLP (PAN ABFFA6833K)** a limited liability partnership having its registered office situated at 23A, Shakespeare Sarani, Post Office & Police Station: Shakespeare, Kolkata 700 017, being represented by one of its Partner **MAYANK AGRAWAL (PAN AGBPA6924G & ADHAAR CARD NO. 899404816533)**, son of Vijay Kumar Agarwal, residing at 11, K.L Saigal Sarani, Post Office: New Alipore and Police Station: New Alipore, Kolkata 700 053,
- iii. **ACCUTECH INFRASTRUCTURE LLP (PAN ABFFA6488E)** a limited liability partnership having its registered office situated at 23A, Shakespeare Sarani, Post Office & Police Station: Shakespeare, Kolkata 700 017, being represented by one of its Partner **MAYANK AGRAWAL (PAN AGBPA6924G & ADHAAR CARD NO. 899404816533)**, son of Vijay Kumar Agarwal, residing at 11, K.L Saigal Sarani, Post Office: New Alipore and Police Station: New Alipore, Kolkata 700 053.
- iv. **RACHIT AGARWAL (PAN AFRPA2182H & ADHAAR CARD NO. 492327356113)**, son of Vijay Kumar Agarwal residing at 11, K.L Saigal Sarani, Post Office: New Alipore and Police Station: New Alipore, Kolkata 700 053
- v. **MAYANK AGRAWAL (PAN AGBPA6924G & ADHAAR CARD NO. 899404816533)**, son of Vijay Kumar Agarwal, residing at 11, K.L Saigal Sarani, Post Office: New Alipore and Police Station: New Alipore, Kolkata 700 053.
- vi. **KUSUM DEVI AGARWAL, (PAN AFSPA8990E & ADHAAR CARD NO. 848571305300)**, wife of Radha Krishna Saraogi, residing at 11, K.L Saigal Sarani, Post Office: New Alipore and Police Station: New Alipore, Kolkata 700 053.

hereinafter collectively referred to as “the **OWNERS**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include in case of individuals their heirs, executors, administrators, legal representatives, successors and assigns, AND in case of LLP its partners and their respective heirs, executors, administrators, legal representatives, successors and assigns) of the **ONE PART**;

AND



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SIMAAYA PROPERTY LLP (PAN ADBFS4390P), a limited liability partnership firm, having its office at 26 Park Lane, Post Office: Park Street and Police Station: Park Street, Kolkata - 700 016, represented by its partner Priyanka Agarwal (**PAN AHFPG8523Q & ADHAAR CARD NO. 528784186952**), wife/daughter of Raj Kumar Gandhi, residing at 11, K.L Saigal Sarani, Post Office: New Alipore and Police Station: New Alipore, Kolkata 700 053, hereinafter referred to as “the **DEVELOPER**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its partners and their respective heirs, executors, administrators, legal representatives, successors and assigns) of the **OTHER PART**;

SECTION-I # DEFINITIONS:

- 1 **DEFINITIONS:** Unless in this Agreement there be something contrary or repugnant to the subject or context:-
 - 1.1.1 **“Agreed Ratio”** shall mean the ratio of sharing or distribution in Realizations and several other matters referred to herein between the Owners and the Developer which shall be 50% (Fifty percent) of the Owners and 50% (Fifty percent) of the Developer.
 - 1.1.2 **“Building Complex”** shall mean the New Building to be constructed at portion/s of the Project Land along with the relevant Common Areas and Installations and wherever the context so permits or intends include the Project Land.
 - 1.1.3 **“Building Plans”** shall mean the plan for construction of the New Building to be caused to be sanctioned by the Owners from the concerned Municipality and include all modifications and/or alterations as may be made thereto as also all extensions and/or renewals thereof.
 - 1.1.4 **“Common Areas and Installations”** shall mean the areas, installations and facilities at or for the Building Complex as mentioned in the **SECOND SCHEDULE** hereto and the same shall be subject to modifications and alterations that may be made by the Developer in terms hereof.
 - 1.1.5 **“Common Purposes”** shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the Transferees thereof; collection and disbursement of the Common Expenses; the purpose of regulating mutual rights, obligations and liabilities of the Transferees thereof; and dealing with all matters of common interest of the Transferees thereof.
 - 1.1.6 **“Completion of Construction”** in respect of any of the New Building or part thereof shall mean the compliance of requirements mentioned in clause 7.11 hereto.
 - 1.1.7 **“Developer’s Realization Share”** shall mean and include **50% (Fifty percent)** of the Realizations to belong to the Developer.



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- 1.1.8 “Developer’s Allocation”** shall mean and include the Developer’s Realization Share and portions and shares of the Developer in any unsold areas as per clause 10 below and all other properties and rights of the Developer in the Project in terms hereof or in pursuance hereof.
- 1.1.9 “Encumbrances”** shall include encumbrances, mortgages, charges, security interest, liens, lis pendens, attachments, leases, tenancies, thika tenancies, occupancy rights, uses, debutters, trusts, bankruptcy, insolvency, acquisition, requisition, vesting, claims, demands, forfeitures and liabilities whatsoever or howsoever.
- 1.1.10 “Extras and Deposits”** shall mean the amounts mentioned in **FOURTH SCHEDULE** hereto subject to any variations as per Clause 10.3 hereto.
- 1.1.11 “New Building”** shall mean the building and/or other structures that may be constructed by the Developer from time to time at the Project Land or portions thereof.
- 1.1.12 “Owners’ Realization Share”** shall mean and include **50% (Fifty percent)** of the Realizations to the Owners.
- 1.1.13 “Owners’ Allocation”** shall mean and include parts and portions in the unsold areas as per clause 10 hereto and all other properties and rights of the Owner in the Project in terms hereof or in pursuance hereof.
- 1.1.14 “Owners’ Named Representative”** shall, unless changed by an intimation in writing given to the Developer hereafter in terms of Clause 12.1.7, mean **MAYANK AGRAWAL** of 11, K.L Saigal Sarani, Post Office: New Alipore and Police Station: New Alipore, Kolkata 700 053
- 1.1.15 “Parking Spaces”** shall mean the spaces at the Building Complex including at covered space, open area or under a shade at the open area for parking of motor cars and/or two-wheelers.
- 1.1.16 “Pass Through Charges”** shall mean the Goods and Service Tax or any substitutes, additions or alterations thereof and any other impositions, levies or taxes (other than Income Tax) on the Transfer in favour of the Transferees.
- 1.1.17 “Project Land”** shall mean a divided and demarcated portion of the Larger Premises being ALL THAT piece and parcel of land containing an area of 17 Cottah 8 Chittack be the same a little more or less situate at Premises No. 562A S.N Roy Road, Kolkata - 700 053 AND ALL THAT piece and parcel of land containing an area of 3 Cottah 8 Chittack be the same a little more or less situate at Premises No. 562B S.N Roy Road, Kolkata - 700 053 morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written;
- 1.1.18 “Project”** shall mean and include (a) development of Building Complex at the Project Land, (b) Transfer of the Transferable Areas to the Transferees and the collection of the Realizations from the Transferees and distribution of the same amongst the parties, (c) division of unsold residual areas, if any



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remaining, and (d) administration of Common Purposes until handing over to the Association, all as per the terms and conditions hereof.

- 1.1.19 "Real Estate Laws"** shall mean Real Estate Regulation Act, 2016 and include the amendments and substitutes thereof and also all rules, regulations and byelaws in respect thereof.
- 1.1.20 "Realization"** shall mean and include the amounts received against Transfer of or otherwise in respect of the Units, Parking Spaces and other Transferable Areas from time to time including the price/consideration, transfer/nomination acceptance charges, prime location charges, floor rise charges or any such charges if so charged from any Transferee; but shall not include any amounts received on account of (a) Pass Through Charges and (b) Extras and Deposits contemplated in clause 9.3 hereto.
- 1.1.21 "Shares in land"** shall mean the proportionate undivided share in the land of whole or part of the Project Land attributable to any Unit.
- 1.1.22 "Transfer"** with its grammatical variations shall include transfers primarily by sale but with possibility of leases and otherwise as decided by the Developer in consultation with the Owners' Named Representative;
- 1.1.23 "Transferable Areas"** shall mean the Units, Parking Spaces, other constructed spaces, private/reserved terraces/roofs with or without any facilities and all other areas at the Building Complex and Project Land capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise and shall also include any right, benefit or privilege at the Building Complex and Project Land capable of being commercially exploited and wherever the context so permits shall include the Shares in land.
- 1.1.24 "Transferees"** shall mean the persons to whom any Transferable Areas in the Project is Transferred or agreed to be Transferred.
- 1.1.25 "Units"** shall mean the independent and self-contained residential flats and/or apartments, non residential office spaces, shops and other constructed spaces capable of being exclusively held used or occupied by person/s.

1.2 INTERPRETATION:

- 1.2.1** Reference to any clause shall mean such clause of this Agreement and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this Agreement and include any parts of such Schedule.
- 1.2.2** Headings, Clause Titles, Capitalized expressions and Bold expressions are given for convenience only.
- 1.2.3** Reference to the word "include" shall be construed without limitation;
- 1.2.4** The Schedules/Annexure and recitals hereto shall constitute an integral part of this Agreement and any breach of the stipulations contained in the Schedule shall be deemed to be a breach of this Agreement;



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- 1.2.5 Reference to a document, instrument or agreement (including, without limitation, this Agreement) is a reference to any such document, instrument or agreement as modified, amended, varied, supplemented or novated from time to time in accordance with the provisions.

SECTION-II # RECITALS AND REPRESENTATIONS:

2 RECITALS/REPRESENTATIONS:

2.1 RECITALS:

- 2.1.1 Each of the Owners are jointly seized and possessed of and/or otherwise well and sufficiently entitled to amongst others demarcated and divided portions in ALL THAT piece and parcel of land containing an area of 17 Cottah 8 Chittack be the same a little more or less situate at Premises No. 562A S.N Roy Road, Kolkata - 700 053 AND ALL THAT piece and parcel of land containing an area of 3 Cottah 8 Chittack be the same a little more or less situate at Premises No. 562B S.N Roy Road, Kolkata - 700 053 (Project Land).
- 2.1.2 The Owners are now desirous that Project Land be utilized for the Project and pursuant to discussions between the parties and the representations as hereinafter contained, the Owners have agreed to grant to the Developer exclusive rights and interest in respect of the Project Land whereby the Developer shall, inter alia, be entitled to the exclusive right to develop the Building Complex and Transfer the Transferable Areas to interested Transferees and shall be entitled to the Developer's Allocation and other benefits and the Owners shall, inter alia, be entitled to the Owners' Allocation and other benefits.

2.2 REPRESENTATIONS:

- 2.2.2 **REPRESENTATIONS OF OWNERS:** The Owners made the following several representations, assurances and warranties to the Developer for the purpose of entering upon this Agreement and the transaction envisaged herein:
- 2.2.2.1 That the Owners are the sole and absolute Owners of the Project Land with good marketable title.
- 2.2.2.2 The Owners has mortgaged the said Project Land and has been availing loan to the tune of Rs. 4,88,00,000/- (Rupees Four Crores Eighty Eight Lacs) ("Loan") only from IDFC First Bank (Bank) having its address at Naman Chambers, C 32, G Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051 (Branch) and it has been agreed by and between the parties that the Owners shall cause to repay the said Loan prior to disposing off the said Units in favour of the intending purchasers. The Owners shall remain liable and responsible for the repayment of the aforesaid loan and shall keep the Developer safe, harmless and indemnified in respect thereof.



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- 2.2.2.3 That the Project Land is free from all Encumbrances whatsoever or howsoever.
- 2.2.2.4 That the Owners have caused its name to be mutated in the records of the concerned Municipality in respect of the Project Land.
- 2.2.2.5 That the Project Land is fit for the Project.
- 2.2.2.6 That there is no injunction, status quo, impediment, obstruction, restriction or prohibition in the Owners entering upon this Agreement and/or in the development and transfer of the Project Land nor is there any notice or proceeding affecting the same.
- 2.2.2.7 That there is no notice of acquisition or requisition or alignment received or pending in respect of the Project Land or any part thereof and the Project Land or any part thereof does not contain any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976.
- 2.2.2.8 That the Project Land or any part thereof has not been attached or forfeited and/or is liable to be attached or forfeited under any laws or order or decree of any authority or Court of Law or due to Income Tax, Foreign Exchange, Money Laundering or any other Statutory Dues or Public Demand.
- 2.2.2.9 That all the original documents of title in respect of the Project Land are in the custody of the Owners and the same have not been deposited with anyone nor seized by any authority nor used as security or collateral security or bond or otherwise in respect of any activity or transaction whatsoever.
- 2.2.2.10 That there is no pending agreement or contract with any other person in connection with the Project Land or any part thereof or its development/sale/transfer nor have executed any power of attorney in favour of any person nor have otherwise dealt with the Project Land or any part thereof prior to execution of this Agreement.
- 2.2.2.11 That there are no legal proceedings filed or pending by or against the Owners and/or its Directors in respect of the Project Land nor have the Owners and/or its Directors.
- 2.2.2.12 That there is no notice or proceeding of winding up or bankruptcy or insolvency proceedings or under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or the Companies Act or Bankruptcy & Insolvency Code or before the Debts Recovery Tribunal or before any Court or Tribunal filed or pending against the Owners.
- 2.2.2.13 That subject to the terms hereof, there is no difficulty in the compliance of the obligations of the Owners hereunder.



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2.2.3 **REPRESENTATIONS OF DEVELOPER:** The Developer has represented and assured the Owners, inter alia, as follows:-

2.2.3.1 The Developer is carrying on the business of construction and development of real estate and has infrastructure, expertise and resources in this field.

2.2.3.2 The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.

2.2.3.3 Subject to the terms hereof, there is no difficulty in compliance of the obligations of the Developer hereunder.

2.3 The parties are now entering upon this Agreement to put into writing all the terms and conditions agreed between them in connection with the Project and the respective rights and obligations of the parties in respect of the same as hereinafter contained.

SECTION-III # WITNESSETH:

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

3 AGREEMENT AND CONSIDERATION:

- 3.1 The Owners hereby grants to the Developer exclusive irrevocable rights, interest and authority in respect of the Project Land to develop the same by constructing the Building Complex thereon and to Transfer the Transferable Areas therein in the manner herein stated and to be entitled to the Developer's Allocation and other rights as morefully hereinafter contained and in consideration thereof and further in consideration of the obligations, covenants, terms and conditions contained herein and on the part of the Owners to be observed, fulfilled and complied with, the Developer has agreed to the same on the terms and conditions hereinafter contained.
- 3.2 With effect from the date hereof, the Developer shall have the sole and exclusive rights, authorities and entitlements to (a) develop and construct or cause to be developed and constructed the Building Complex at the Project Land and (b) administer the Project in the manner and until the period as morefully contained herein and (c) Transfer the Transferable Areas in the manner herein stated and (d) the Developer' Allocation and (e) all other properties benefits and rights of the Developer hereunder **And** the Owners shall be entitled (a) to the Owners' Allocation and (b) all other properties benefits and rights of the Owners hereunder on and subject to the terms and conditions hereinafter contained.
- 3.3 The Building Complex shall be constructed or caused to be constructed by the Developer at its own costs and expenses. The Owners hereby agrees to sell and transfer the shares in land attributable to the Transferable Areas in favour of the concerned Transferees and the consideration for the same shall be the Owners' Realization Share.
- 3.4 The agreement and the rights of the Developer shall be and remain valid and subsisting at all times and cannot be unilaterally cancelled by the Owners except only in accordance with any specific terms and conditions mentioned herein.



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4 LAND RELATED OBLIGATIONS OF OWNERS:

- 4.1 **ATTRIBUTES REQUIRED FOR SAID LAND:** The Owners shall be wholly responsible and liable to cause and ensure the availability of the Project Land towards the development and Transfer in terms hereof. The Owners shall comply with and meet the following criteria and requirements:
- 4.2 **Marketable Title:** The Owners shall make out and keep and maintain good marketable title to the Project Land however subject to the said Loan. The Owners shall have complete responsibility in respect of the Ownership and title of the Project Land and for ensuring a marketable title in respect of the Project Land to the Developer and all Transferees and the Owners agrees not to create any Encumbrance or do any act deed or thing which may result in any defect in their title to the Project Land. Any objection or claim of any person in respect of the Project Land shall be dealt with and settled and cleared by the Owners immediately and in any event within 30 days from the date of receiving such objection or claim. The Owners agree to answer and comply with all Requisitions on title that may be raised from time to time by the Developer or any Transferee. The Owners doth hereby authorize the Developer to publish notices in newspapers inviting claims or objections as part of their investigation of the title of the Owners to the Project Land;
- 4.3 **Free from Encumbrances:** The Owners shall be liable and responsible for any Encumbrances in respect of the Project Land with effect from the date hereof and shall cause and ensure that the Project Land is free from any Encumbrance save and except the said Loan, restriction or prohibition for its development and/or Transfer in any manner. In case any Encumbrances is found at any time or any local problem, claims, objections or litigations on title or possession is found or arises, the Owners shall be responsible to clear the same at its own costs and expenses within 60 days of the same arising. In case any other issues/obligations arise in connection with the Ownership and/or possession of the Project Land by the Owners, then the same shall be resolved by the Owners at its own costs and expenses.
- 4.4 **Boundary Wall and Direct Access:** The Project Land is secured by boundary walls with proper entry/exit gates.
- 4.5 **Mutation and Amalgamation:** The Owners have caused to be mutated its name in the records of the concerned Municipality in respect of the Project Land. In case any errors, defects, discrepancies, omissions, inconsistencies and/or mis-description in mutation or amalgamation or in any other recording is detected in the records of the concerned Municipality or any other Appropriate Authorities including as regards the area of land and/or the nature of recorded use for the purpose of development envisaged herein or otherwise, the Owners shall cause the same to be incorporated/corrected.
- 4.6 **Physical Possession:** There is or shall be no claim or interference or obstruction of any other person as regards possession of the Project Land or any part thereof.
- 4.7 **Clearances:** The Owners shall apply for and obtain all other permissions, clearances or certificates, No Objection Certificate under the Urban Land (Ceiling & Regulation) Act, 1976, including but not limited to Building Plans from any



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Appropriate Authority as may be required in respect of the land and/or title of the Project Land or to commence development on the Project Land.

4.8 **Municipal and statutory Dues:** The Owners shall at its own costs and expenses, bear and pay the municipal and all other rates taxes land revenue and other dues and outgoings in respect of the Project Land till the receipt of all clearances for commencement of construction and/or handing over vacant possession of the Project Land, whichever event happens later.

4.9 **TIME AND COSTS AND EXPENSES FOR OBLIGATIONS OF OWNERS :** Unless otherwise expressly mentioned the time for compliance of the several obligations of the Owners shall be within **60 days** from the date of execution hereof or as mutually agreed in writing to be extended or if the situation for the same arises later then within **60 days** of the situation arising and all costs, charges, and expenses on any account whatsoever in respect of the several obligations of the Owners contained herein shall be borne and paid by the Owners.

5 **ENTRY :**

5.1 With effect from the date of execution of this Agreement, the Developer shall have the full free and unfettered right to enter upon the Project Land for the purpose of survey, soil testing, planning and preparation of plans, inspection and other initial works pertaining to the proposed development.

5.2 With effect from the date of sanction of Building Plans, the Developer shall have the full, free and unfettered right to enter upon the Project Land and carry out all development activities and to keep the same secured by appointing its security personnel.

5.3 It is hereby expressly agreed by and between the parties hereto that the possession of the Project Land shall not be given or intended to be given to the Developer under any circumstances whatsoever including in part performance as contemplated by Section 53A of the Transfer of Property Act 1882 read with Section 2(47)(v) of the Income Tax Act 1961. The possession, juridical or otherwise, of the Project Land shall remain vested in the Owners until such time the Completion of Construction of the Building Complex and thereafter such possession shall be jointly held by the Owners and Developer save the areas delivered to the Transferees or those that may be separately allocated amongst the parties.

6 **PLANNING OF THE PROJECT:**

6.1 **PLANNING:** The planning and layout for the development of the Project Land including, inter alia, the decision on the size and height each thereof, the design, concept and layout of the Building Complex and also of landscaping, plantation, walkways, driveways at the Project Land, the number and area and type of use of Units and other Transferable Areas in the New Building and other portions of the Project Land with sharing of all/any facilities/infrastructure shall be done by the Developer.



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- 6.2 **SURVEY AND SOIL TESTING:** The Developer shall at its own costs and expenses carry out necessary survey and soil testing and other preparatory works in respect of the Project Land.
- 6.3 **BUILDING PLANS:**
- 6.3.2 **PREPARATION AND APPROVAL:** The Developer shall cause to be prepared the proposed Building plans.
- 6.3.3 **MODIFICATIONS AND ALTERATIONS:** The Developer shall be entitled from time to time to cause modifications and alterations to the new sanctioned plans or revised sanctioned plans in such manner and to such extent as the Developer may deem fit and proper **Provided That** in case due to any such modification or alteration the total constructed area gets reduced, the Developer shall obtain the consent of the Owners' Named Representative in respect thereof, which consent shall not be unreasonably withheld, refused or delayed.
- 6.3.4 **GREEN BUILDING/METRO CORRIDOR F.A.R.:** The Developer shall be at liberty (and not obliged) to apply for additional F.A.R. on account of Green Building/Metro Corridor and include the same in the planning and preparation of Building Plans or in any modifications or alterations thereof. Any such inclusion shall be subject to sanction by the Appropriate Authorities. The entire additional Green/ Metro fees/charges including the sanction fees payable to the concerned Municipality attributable to such sanction of additional FAR on account of Green Building/Metro Corridor shall be borne and paid by the Owners/the Developer, as mutually agreed. The construction cost for such additional FAR shall be borne and paid by the Developer. Once sanctioned the additional FAR shall automatically form part of the Building Complex and the Project.
- 6.3.5 **APPROVALS FOR SANCTION AND DEVELOPMENT:** The Owners shall obtain all the clearances, permissions, no objection certificates and other approvals required for sanction of the Building Plans and carrying out the development at the Project Land, including those required from Pollution Control Authority, Airport Authority, Fire Service Authorities, Police Authorities, Municipal Authorities any other Statutory Authorities and shall be entitled to gift portions of the Project Land to concerned Municipality in connection with sanction of plans. The Developer shall also obtain necessary partial and/or full Completion/Occupancy Certificate from the concerned Municipality at its own cost.
- 6.4 **SIGNATURE AND SUBMISSION:** The Owners shall sign, execute, submit and deliver all applications, undertakings, declarations, affidavits, plans, gift deeds to concerned Municipality, boundary declarations, undertakings, letters and other documents and do all acts deeds and things as may be required by the Developer in connection with the application and/or obtaining the sanction of the Building Plans and for obtaining any sanctions and/or approvals required by the Developer and/or for commencing or carrying out the Development at the Project Land and for obtaining any utilities and permissions thereat.



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7. CONSTRUCTION OF THE PROJECT:

- 7.1 **DEMOLITION:** The Developer shall be entitled from time to time to demolish all existing buildings and structures at the Project Land as per its planning and requirement. The Developer shall continue usage of the existing constructions or such parts thereof as may be required for its project office, storage, administration, security and other related purposes. As and when the Developer demolish any existing buildings and structures, the same shall be done on behalf of the Owners and the net proceeds realized from the disposal of the debris etc., shall belong to the Owners/Developer, as mutually agreed.
- 7.2 **BOUNDARY WALL:** The Developer shall, if required, repair the boundary walls wherever damaged.
- 7.3 **GOOD CONSTRUCTION:** The Developer shall construct erect and carry out the development at the Project Land or cause the same in a good and workman like manner with good quality of materials with the specifications mutually agreed and accepted between the parties and mentioned in the **THIRD SCHEDULE** hereto (or equivalent substitutes in quality/value thereof) and upon due compliance of the Building Plans and laws affecting the same. The Developer shall have the sole and complete rights and obligations in respect of all aspects of development and construction. The Owners shall not be responsible for any accident or mishap at the project site during construction.
- 7.4 **REAL ESTATE LAWS:** The Developer shall comply with all necessary requirements under the Real Estate Laws and required to be complied with by a developer of a building and the Owners shall co-operate and assist the Developer in respect thereof and shall also comply with all necessary requirements under the Real Estate Laws required to be complied with by a land owner and/or as and being the Owners hereunder.
- 7.5 **TEAM:** The entire team of people required for the execution of the Project shall be such person as may be selected and appointed by the Developer in its sole discretion. The Architect for the Building Complex shall be selected by the Developer. All persons employed by the Developer for the purpose of construction such as architects, contractors, labourers, care-takers etc., shall be the persons under the appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc. or their acts in any manner whatsoever and shall have no responsibility towards the architect and/or contractors labourers caretaker etc. or for the compliance of the provisions of labour laws, payment of wages, payment of P.F., E.S.I. etc., maintenance of records of labourers etc. and all the responsibilities in this regard shall be that of the Developer and the Owners shall be kept protected and harmless against any action, if taken against the Owners for non compliance or violation of the said requirements.
- 7.6 **UTILITIES:** The Developer shall at its own costs and expenses be entitled to utilize the existing available and/or modify or alter or apply for and obtain new connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities (whether temporary or permanent) from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the proposed Project.



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- 7.6.1 COMMON AREAS AND INSTALLATIONS:** The Developer shall identify the Common Areas and Installations in the Project Land meant jointly or individually for the Building Complex and/or the Project Land as a whole and also for all or some of the Transferees and/or Transferable Areas. The Developer shall be entitled to:-
- 7.6.2** Allow or permit only phase-wise and/or provisional and/or partial use of any of the Common Areas and Installations until completion of construction of the Project or until such earlier time as the Developer may deem fit and proper;
- 7.6.3** Provide for separate entrances and other Common Areas and Installations for different groups of Transferees.
- 7.7 AREAS:** The carpet area shall be as per applicable Real Estate Laws and shall be provided by the Developer and the built-up and super built-up area in respect of all the Units and other Transferable Areas in the Project shall be such as be determined by the Developer.
- 7.8 MANAGEMENT, CONTROL & AUTHORITY:** With effect from the date of execution of this Agreement, the Developer shall have exclusive and unobstructed right to administer the Project till formation of the Association or such earlier time as the Developer may desire. The Owners hereby agree and confirm that the Developer shall have all the authority to carry out the planning and development of the Project including the following:-
- 7.8.1** to set up site office, put up the hoardings/boards, bring out brochures and commence the preparatory works for Transfer of the proposed Project at the Developer's cost.
- 7.8.2** to display the board/hoardings of its group companies at the Project Land and the Building Complex.
- 7.8.3** To apply for and obtain all permissions, approvals and clearances from any Appropriate Authority for all or any of the purposes connected with the planning or development or Transfer of the Building Complex from the Government or any other person.
- 7.8.4** To represent the Owners before all Appropriate Authorities and Government and also all electricity, water, drainage, sewerage, technology driven and other service providers.
- 7.8.5** To pay various fees, costs and charges to the concerned authorities as may be necessary for the purpose of carrying out the development work on the Project Land and to claim refund of such deposits so paid and to give valid and effectual receipts in connection with the refund of such deposits in its own name or in the name of the Owners or in the joint names, as may be required.
- 7.8.6** To obtain necessary partial and/or full Completion/Occupancy Certificate from the concerned Municipality .



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- 7.9 NAME:** The name of the Project shall be such as the Developer and the Owners may mutually decide.
- 7.10 CO-OPERATION:** For all or any of the purposes contained hereinabove and required by the Developer, the Owners shall render all assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time promptly and without any delay, failing which the time periods for construction by the Developer shall stand automatically extended by the periods of delay on the part of the Owners.
- 7.11 TIME & COSTS FOR PLANNING AND CONSTRUCTION:**
- 7.11.1 TIME:** Subject to the Owners not being in default in compliance of its obligations hereunder and subject to Force Majeure, the Developer shall:
- 7.11.2** Cause to be completed the construction of the Project as sanctioned within 4 years from the date of receipt of all Clearances for commencement of the Project and grant of registration under the Real Estate Laws.
- 7.12** There shall be an extended period of 12 (twelve) months beyond the time stipulations mentioned above.
- 7.13** In addition to the above it is expressly agreed and provided that in case of there being any dispute or litigation or claim pertaining to the Ownership or title of the Project Land or any non compliance of the obligation of the Owners, then until resolution of such dispute or litigation or claim and/or compliance of the concerned obligation by the Owners, the time for compliance of its obligations by the Developer shall not be counted and ipso facto stand added to the time granted to the Developer. This shall be without prejudice to the other rights and remedies of the Developer hereunder.
- 7.14 COMPLETION OF CONSTRUCTION:** The construction of New Buildings shall be deemed to have been completed on the issuance of Completion Certificate in respect thereof by the concerned Municipality.
- It is clarified that the elevation works and decoration and beautification works, landscaping works, pavements, permanent connections relating to the common amenities may be continued and carried out after Completion of Construction. Such works, however, must be completed within a period of 6 months from the date of issuance of Completion Certificate by the concerned Municipality.
- 7.15 COSTS AND EXPENSES:** Unless otherwise expressly mentioned all costs of construction and development of the Building Complex at the Project Land shall be borne and paid by the Developer.
- 7.16 ADDITIONAL/FURTHER CONSTRUCTION:** Upon sanction of the Building Plans, the Developer shall, if so and as is thereafter possible/permissible to be caused to be sanctioned and constructed, be entitled (and not obliged) to apply for sanction of additional/further constructions (including any incremental parking space) beyond those sanctioned under the Building Plans and beyond those on account of Green Building/ Metro Corridor. In case such additional area is sanctioned, the same shall



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form part of the Transferable Areas. The sanction fee and cost of sanction of the same shall be borne and paid by the Owners and the costs of construction of this additional area shall be borne and paid by the Developer and the time taken due to Additional/further construction shall be added to the time stipulated for sanction and construction hereunder.

8. TRANSFER AND MANNER:

8.1 TRANSFER: The Transfer of all Transferable Areas in the Project (save as provided in Clause 10 hereto) shall be under the control and management of the Developer. The parties shall Transfer the Transferable Areas to the Transferees selected by the Developer wherein the proportionate shares in the land attributable to the concerned Transferable Areas shall be Transferred or agreed to be Transferred by the Owners in the manner hereinafter provided and the constructed areas and all other rights, title or interest shall be Transferred or agreed to be so done by the Developer and the Owners collectively in the manner hereinafter provided.

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

8.2.1 Rate and Price for Transfer: The rates at which the Developer shall take booking for Transfer of the Transferable Areas shall be such as finalized by the parties by mutual consent of the Developer and the Owners' Named Representative in writing before the commencement of bookings in the Project and any downward revision of the same by the Developer shall require the prior written consent of the Owners' Named Representative which consent shall not be unreasonably withheld. After the sanction of the Building Plans the parties shall record in writing the said rates of booking finalized between them.

8.2.2 Publicity: The Developer shall have exclusive rights in respect of the advertisement and signages to be placed at the Project Land and the Building Complex. The Developer shall be entitled to advertise for Transfer of the Project in all media. The Developer shall negotiate and settle the costs and other terms with marketing and publicity agents and use its brands and logo in publicity materials and media. One brand and logo of the Owners that may be provided by the Owners shall be printed in the brochures and in all places where the logos of the Developer are placed in any signages of the Project which is displayed/appears.

8.2.3 Marketing Agents: The marketing of the Project shall be done by the Developer directly or through Marketing Agents, brokers, sub-brokers and other agents selected, appointed or discontinued by the Developer in consultation with the Owners.

8.2.4 Bookings and Allotments: The Developer shall accept bookings and make allotments, in respect of any Unit, Parking Space or other Transferable Areas in favour of any Transferees and to cancel revoke or withdraw the same if the situation so warrants according to the Developer at the agreed rates and prices.



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- 8.2.5 Signature to Agreements and Deeds:** The agreements and final Transfer deeds or deeds relating to Transfer of the Units, Parking Spaces and other Transferable Areas shall be executed by the authorized signatory of both the Owners and the Developer. The Owners shall also by power of attorney to be executed in pursuance hereof authorize the Developer or its nominee to sign the agreement for sale, sale deed and other documents of Transfer on behalf of the Owners. The sale deeds shall be executed in favour of any Transferee only upon receiving the entire consideration payable by such Transferee.
- 8.2.6** The Developer shall deliver possession of the Transferable Areas (except unsold areas, if any, allocated to the Owners) directly to the Transferees thereof.
- 8.3 ADVOCATES:** All documents of transfer or otherwise shall be such as be drafted by SAMYAKK ATTORNEYS of Unit No. 3 A & B, 3rd floor, No. 85A, Sarat Bose Road, Kolkata – 700 026.
- 8.4 MARKETING AND BROKERAGE COSTS:** The marketing and publicity with related advertisements shall be done by the Developer. The parties have presently mutually fixed the cost of Marketing and Brokerage at a sum equivalent to 5% (Five Percent) of the Realization together with applicable GST to be borne and paid by the Developer.
- 8.5 INTEREST ETC. TO TRANSFEREES ETC.:** If any liability, interest, damage or compensation is payable to any Transferee or other person relating to the Project, otherwise than due to delay or default on the part of the Developer or the Owners in compliance of their respective obligations towards them in accordance with the agreements to be entered with the Transferees, the same shall be payable by the parties in the Agreed Ratio. In case any liability, interest, damage or compensation is payable to any Transferee or other person relating to the Project, owing to delay or default on the part of the Owners in compliance of its obligations towards them in accordance with the agreements to be entered with the Transferees, the same shall be payable by the Owners exclusively. In case any liability, interest, damage or compensation is payable to any Transferee or other person relating to the Project, owing to delay or default on the part of the Developer in compliance of its obligations towards them in accordance with the agreements to be entered with the Transferees, the same shall be payable by the Developer exclusively.
- 8.6 LOANS BY TRANSFEREES:** The Transferees shall be entitled to take housing loans for the purpose of acquiring specific Units and Transferable Areas from banks, institutions and entities granting such loans. The Owners and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents etc. as be required in this regard by such banks, institutions and entities Provided That there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Project/Project Land except the Unit and appurtenances under Transfer and save those occasioned due to cancellation of the agreement with the Transferee.



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9. FINANCE AND MORTGAGE: REALIZATIONS, EXTRAS AND DEPOSITS AND DISTRIBUTION:

9.1 The Owners shall be entitled to its share of the Realizations as per the Agreed Ratio and the Developer shall be entitled to (a) its share of the Realizations as per the Agreed Ratio and (b) the entirety of all Extras and Deposits.

9.2 MODUS OF DISTRIBUTION: The Developer shall be entitled to receive the Realizations (including booking amounts, earnest money, part payments, consideration), Pass Through Charges, Extras & Deposits and other amounts on any account receivable from the Transferees and other persons in respect of the Project. All Extras & Deposits shall be taken separately by the Developer in the name of the Developer alone. All Realizations and Pass Through Charges shall be deposited in a specified bank account of the Developer (**Special Bank Account**). The funds from the Special Bank Account to the respective bank accounts of the Owners and the Developer, shall be transferred on a monthly basis, as follows:-

9.2.1 The entire Pass Through Charges shall be transferred to a specified joint bank account of the Developer for the Developer to comply with the formalities.

9.2.2 70% (Seventy percent) of the total Realizations to be remitted to a separate bank account of the Developer for, pro tanto, meeting the refunds and liabilities of the parties towards the Transferees. The balance lying in this account on the date of Completion of Construction shall be transferred to the separate account of the parties in the Agreed Ratio. In case the amount lying in this account is not sufficient to meet the refunds or liabilities of the parties towards the Transferees on any given date, the parties shall contribute the deficit within 7 days of being informed by the Developer to the Owners thereabout.

9.2.3 15% (Fifteen percent) of the total Realizations to the bank account of the Owners.

9.2.4 15% (Fifteen percent) of the total Realizations to be remitted to bank account of the Developer.

REAL ESTATE LAW DISTRIBUTION ACCOUNT: It is clarified that the distribution as per Clause Nos. 9.2 above shall be subject to the provisions of the laws for the time being in force including the Real Estate Laws. The bank account from which it is permitted under the Real Estate Laws to withdraw amounts shall be treated as Special Bank Account for the purpose of Clause 9.2 above.

9.3 EXTRAS AND DEPOSITS: All Extras and Deposits as per the **FOURTH SCHEDULE** hereto that may be agreed to be charged by the Developer directly from any Transferee shall be taken and deposited by the Developer separately in its separate bank accounts. The residue remaining with the Developer on account of Deposits shall, upon formation of the Association in respect of the Project, be handed over to such Association by the Developer after adjusting the dues and arrears receivable by the Developer.



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- 9.4 ACKNOWLEDGMENTS:** The Developer shall be and is hereby authorized to issue receipts on behalf of itself and the Owners for the amounts so received which shall fully bind both the Owners and the Developer.
- 9.5 ACCOUNTS:** The Developer shall maintain proper separate accounts pertaining to all the transactions relating to Transfer of the Project and the Extras, Deposits and other amounts received by the Developer in connection therewith.
- 9.6 QUARTERLY REPORTS:** The Developer shall send to the Owners quarterly reports pertaining to Transfer of Transferable Areas by the Developer.
- 9.7 ERRORS AND OMISSIONS:** All payments made by the parties to each other shall be subject to any errors or omissions and the consequent accounting and settlement when detected.
- 9.8 RECORDS AND INSPECTION:** The records of Transfer of the Project shall be kept at the place of business of the Developer. For the purpose of accounting and settlement, the parties shall, if so required by the Developer or found necessary, make all necessary entries and adjustments in their respective books of accounts in respect of their respective shares arising from the Transfer of the Project.
- 9.9 FINAL ACCOUNTS:** After fulfillment of this Agreement or at such time as the parties mutually agree, the final accounts pertaining to the entire period of continuance of this Agreement shall be made and finalized by the parties.
- 9.10 ACCEPTANCE OF ACCOUNTS:** The accounts as on any given date shall be deemed to be final and accepted (save for any errors or omissions on the face of the record) if no objection from any party is received in respect thereon within **45 (forty-five) days** of such given date.
- 9.11 FINALITY OF MODUS OF DISTRIBUTION:** The modus of distribution mentioned above shall not be challenged or disputed by the Owners or the Developer without the prior mutual written consent of the Developer and the Owners' Named Representative and in case the same is required to be changed, the principles contained in **Clause 9.2** shall be implemented in any alternative modus mutually agreed to by and between the parties hereto.
- 9.12 OWNERS' LIABILITIES TOWARDS EXTRAS AND DEPOSITS:** The Owners shall not be liable to make any contribution on account of Extras and Deposits in respect of the Transferable Areas that are agreed to be sold/transferred in as much as the same would be collected from the Transferees thereof. The Owners shall however pay the Extras and Deposits in respect of unsold and/or separate areas identified and allocated to the Owners and payment for the same shall be made at the same rates as the Transferees have paid the same. On the date of Completion of Construction if there be unsold residual Units which remain unallocated, then the share of the Owners in the Extras and Deposits pertaining thereto shall be decided as per the Agreed Ratio.
- 9.13** The Owners having consented for the Developer raising loans from any financial institution, they would at the request of the Developer and from time to time as the Developer may deem necessary, cause such parts or portions of the Project Land as



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determined by the Developer from time to time together with all rights in respect thereof to be charged or mortgaged or encumbered including by way of equitable mortgage by deposit of the original Title Deeds and the originals of the other deeds and documents, if any as determined by the Developer, in favour of bank(s) and/or financial institution(s) identified by the Developer whereupon the Developer shall hand over the originals of the Title Deeds and the other deeds and documents, if any as determined by the Developer pertaining to the concerned the Project Land to the aforesaid bank(s) and/or financial institution(s) identified by the Developer, and each of the Owners shall do, carry out, execute and perform each of the several acts, deeds and things in respect of creation of such mortgage, charge etc. including procuring permissions if any required for the same, and signing, executing and delivering all deeds and documents as may be requested for and provided by the Developer.

10. UNSOLD AREAS, IF ANY, ON COMPLETION :

- 10.1** In case upon expiry of **6 (six) months** from the date of Completion of Construction of the Building Complex, there be or remain unsold Transferable Areas (for which no agreement is entered with any Transferee), the parties may, upon notice in writing given by either party to the other requiring separate allocation and within **15 (fifteen) days** of delivery of such notice, by mutual consent of the Developer and the Owners' Named Representative divide and allocate separate areas out of such unsold areas (hereinafter referred to as "the Residual Areas") and the following terms and conditions shall apply in connection therewith:-
- 10.1.1** The Owners and the Developer would be allocated and be entitled to identified units or portions of the Residual Areas as per the Agreed Ratio.
- 10.1.2** The location of the respective identified areas of the parties comprised in the Residual Areas shall be identified on equitable basis and the areas so identified for the Owners shall belong to the Owners together with the appurtenant Shares in Land and Common Areas and Installations and the areas so identified for the Developer shall belong to the Developer jointly together with the appurtenant Shares in Land and Common Areas and Installations.
- 10.1.3** All other areas agreed to be transferred or transferred prior to separate identification shall continue to be transferred jointly by the Owners and the Developer on the relevant terms and conditions mentioned in this Agreement.
- 10.1.4** In case, while demarcating and identifying the respective allocations of the parties as aforesaid, it is found that the areas in any of the Transferable Areas cannot be allocated exactly, then the party receiving less area shall be paid by the party receiving more area a mutually agreed monetary compensation therefor based on valuation thereof.
- 10.1.5** The Developer shall deliver the identified separate Owners' Allocation to the Owners and retain the Developer's Allocation for its own use or the use of its Transferees thereof. Unless the Owners take possession within **15 (fifteen) days** upon receiving the Notice from the Developer to take possession as aforesaid, they shall be deemed to have taken possession of such notified areas on expiry of such notice period of **15 (fifteen) days**.



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- 10.1.6 The brokerage in respect of Transfer of the respective allocations of the parties as aforesaid shall be payable by the respective allottee parties. The advertisement costs amounting to 5% of the then prevalent market value of the Residual Areas shall be paid by the Developer.
- 10.2 **Transfer of the Residual Areas:** The Owners and the Developer shall be entitled to deal with and dispose of their respective separately Identified allocation forming part of the Residual Areas to such persons and at such price/consideration as they may respectively deem fit and proper **Provided However That:-**
- 10.2.1 After the identification of the allocation of the Owners in the Residual Areas, the Owners shall be entitled to execute Agreements for Sale and other deeds and documents in favour of the Transferees of the Residual Areas comprised in the Owners' Allocation and if necessary, register the same. If requested by the Owners, the Developer shall join as a party in such documents without claiming any additional consideration or money. The dealings of the Owners with regard to the Owners' Allocation shall not in any manner fasten or create any additional financial or monetary liabilities upon the Developer.
- 10.2.2 The Owners do hereby accord his consent and authorization to the Developer to enter into the agreements and contracts with the prospective Transferees in respect of the Residual Areas comprised in the Developer's Allocations or any part thereof without making the Owners a party thereto. However, if so required by the Developer, the Owners shall, notwithstanding the consent and authorization above, and without claiming any consideration or money, join in as confirming party to all such agreements and contracts.
- 10.2.3 Neither party shall make any commitment or enter upon any term which is or may be repugnant to or contrary to those contained or otherwise affects or prejudices the scope of the respective rights and obligations of the parties hereto herein;
- 10.2.4 Neither party shall execute and register the sale deeds for completion of sale or transfer in respect of any part of the Building Complex, till the Developer decides the same;
- 10.2.5 Any transfer by any party shall be at its own respective risks and consequences;
- 10.2.6 The Owners shall not be entitled to sell and transfer the Residual Areas forming part of the Owners' Allocation at prices less than those offered by the Developer in respect of the Residual Areas forming part of the Developer's Allocation at the material time subject to a leverage/variation of 10% (Ten percent) without the prior written consent of the Developer.
- 10.2.7 The sale of the Units may be done on carpet or built-up or super built-up or other basis as the Developer may from time to time decide for the entire or any part of the Building Complex.
- 10.2.8 All amounts and consideration receivable by the Developer under any agreements, contracts and deeds in respect of the Residual Areas comprised in the Developer's Allocation shall be to the account of and shall be received



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realised and appropriated by the Developer exclusively and the Owners shall have no concern therewith.

- 10.2.9** Subject to the other provisions hereof, all amounts and consideration receivable by the Owners under any agreements, contracts and deeds in respect of his portions of the Owners' Allocation shall be received realised and appropriated by him exclusively and the Developer shall have no concern therewith.
- 10.2.10** The Owners shall cause to be paid by the intending Transferees of the Owners' Allocation, the Extras and Deposits in favour of Developer.
- 10.2.11** The parties shall appoint one or more common marketing agents to be decided by the parties mutually.
- 10.3** The Residual Areas (if any) that may be allocated to the parties respectively shall be held by the respective allottees thereof and any Transfer in respect thereof shall be governed by the provisions contained in Clause 10 hereto. It is however clarified that the consideration for the transfer of shares in land attributable to the Residual Areas of the Developer shall be the construction cost of the Residual Areas of the Owners.
- 10.4** Save as aforesaid all other terms and conditions of this Agreement shall apply *mutatis mutandis*.
- 11. COMMON PURPOSES AND MAINTENANCE IN-CHARGE:**
- 11.1 COMMON PURPOSES:** Each of the Owners and the Developer and all Transferees of their respective allocations shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Developer and adopted for or relating to the Common Purposes of managing, maintaining, administering, up-keep and security of the Project and in particular the Common Areas and Installations in consultation with the Owners. Furthermore, while dealing with and/or entering into any agreements and other documents of transfer of their respective allocations or any part thereof, the Owners and the Developer shall respectively necessarily incorporate all rules, regulations restrictions and conditions framed by the Developer in consultation with the Owners as aforesaid.
- 11.2 MAINTENANCE IN-CHARGE:** The Developer shall upon Completion of Construction of the Project form one or more Maintenance Company and/or Association for the Common Purposes and till then, the Developer or its nominee shall be in charge for the Common Purposes. It is expressly agreed and understood that so long as the Developer or its nominee be the Maintenance In-charge, the Owners and/or their nominees or transferees shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred. Further the Developer shall not be bound to continue with such responsibility of administration of the Common Purposes beyond **6 (six) months** from the Completion of Construction of the Building Complex.
- 11.3** Until formation of the Association and handover of the charge of the Common Purposes or any aspect thereof to the Association, the Developer shall be free to appoint different agencies or organizations for any activities relating to Common



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Purposes at such consideration and on such terms and conditions as the Developer may deem fit and proper in consultation with the Owners. All charges of such agencies and organizations shall be part of the Common Expenses.

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

12. COVENANTS BY THE OWNERS :

- 12.1** The Owners do hereby covenant with the Developer as follows:-

- 12.1.1** That with effect from the date of execution hereof, the Owners shall neither deal with, transfer, let out or create any Encumbrance in respect of the Project Land or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.
- 12.1.2** That the Owners shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Developer.
- 12.1.3** That the Owners shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.
- 12.1.4** That the Owners shall not cause any interference or hindrance in the sanction/modification/addition/alteration of Building Plans in terms hereof, construction and development at the Project Land by the Developer and/or Transfer of the Developer's Allocation and not to do any act deed or thing whereby any right of the Developer hereunder may be affected.
- 12.1.5** That the Owners has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Project Land or any part thereof can or may be impeached, encumbered or affected in title or would in any way impair, hinder and/or restrict the development transfer and other activities envisaged under this Agreement.
- 12.1.6** That for all or any of the purposes contained in this Agreement, the Owners shall render all assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time.
- 12.1.7** The acts of the Owners' Named Representative in all matters referred to herein shall bind the Owners, except that no notice of termination or revocation of this Agreement or the Power of Attorney can be issued by the Owners' Named Representative.



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12.2 COVENANTS BY THE DEVELOPER: The Developer doth hereby covenant with the Owners as follows:-

- 12.2.1** That the Developer doth hereby agree and covenant with the Owners not to do any act deed or thing whereby any right or obligation of the Owners hereunder may be affected or the Owners are prevented from making or proceeding with the compliance of the obligations of the Owners hereunder.
- 12.2.2** That the Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and shall not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.
- 12.2.3** That the Developer shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Owners' Named Representative. However the obligations of the Developer hereunder shall not be affected thereby.

The acts of the Developer's Named Representative in all matters referred to herein shall bind the Developer, except that no notice of termination or revocation of this Agreement or the Power of Attorney can be issued by the Developer's Named Representative.

12.3 GST AND TDS ETC.:

- 12.3.1** The parties shall respectively discharge statutory compliances in respect of TDS (Tax Deducted at Source) or Income Tax related compliances as well as GST (Goods and Service Tax) in respect of their respective rights, benefits and obligations under or arising out of this agreement. As for the Transferable Areas other than the Residual Areas, the Developer shall be solely responsible for the compliances of collection and deposit of GST. If there be any statutory requirement which obliges the Owners to register or pay, then the Owners shall comply with same.
- 12.3.2** Save as paid or payable by the Transferees, the Owners will bear the Pass Through Charges or any other tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force pertaining to the Owners' Realization Share and the share (as per Agreed Ratio) of the Owners in unsold Units and other constructed areas on the date of issuance of Completion Certificate. Similarly, save as paid by the Transferees, the Developer will bear the Pass Through Charges or any other tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force pertaining to the Developer's Realization Share and, if applicable, pertaining to the share (as per Agreed Ratio) in unsold Units and other constructed areas on the date of issuance of Completion Certificate.

13. FORCE MAJEURE: Notwithstanding anything elsewhere to the contrary contained in this Agreement, neither of the parties hereto shall be considered to be in



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default in performance of their respective obligations or be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the Force Majeure and time for performance shall remain suspended during the duration of the Force Majeure. **“Force Majeure”** shall mean any event or combination of events or circumstances beyond the control of a Party, which cannot be prevented or caused to be prevented, and which materially and adversely affects a Party’s ability to perform obligations under this Agreement including (a) Acts of God i.e. fire, draught, flood, earthquake, storm, lightning, pandemic, epidemics and other natural disasters; (b) Explosions or accidents, air crashes; (c) General strikes and/or lock-outs, civil disturbances, curfew etc.; (d) Civil commotion, insurgency, war or enemy action or terrorist action; (e) Change in Law, Rules and Regulations, injunctions, prohibitions, or stay granted by court of law, Arbitrator, Government; (f) Non functioning of any existing or new Appropriate Authorities due to any reason whatsoever and (g) any other event or circumstance which is beyond the control of the parties.

14. POWERS OF ATTORNEY:

- 14.1** The Owners shall with the execution of this Agreement execute and/or register one or more Powers of Attorney in favour of the Developer or such other person as may be nominated from time to time granting all necessary powers and authorities required by the Developer to effectuate and implement this Agreement
- 14.2** If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned herein, the Owners shall grant the same to the Developer and/or its nominees at the latter’s costs and expenses.
- 14.3** **AUTHORITY AND ADDITIONAL POWERS:** It is understood that to facilitate the Project, various acts deeds matters and things not herein specified may be required to be done by the Developer for which the Developer may need the authority of the Owners for making or signing of various applications and other documents relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.
- 14.4** The said power or powers of attorney to be so granted by the Owners to the Developer and/or its nominee/s shall form an integral part of this Agreement and the Owners shall not be entitled to modify or alter the same without the prior written consent of the Developer.

15. OTHER TERMS AND CONDITIONS:

- 15.1** **PROPERTY TAXES AND OUTGOINGS:** Till the date of receipt of all Clearances for commencement of construction or vacant possession, whichever is later, all taxes and outgoings on account of municipal/property tax, land tax and other outgoings on the Project Land shall be borne and paid by the Owners and those arising for the period thereafter shall be borne and paid by the Owners and the



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Developer in the Agreed Ratio Provided That such liability of the parties shall from time to time progressively cease in respect of the portions for which Transferees become liable upon Completion of Construction.

- 15.2 INDEMNITY BY OWNERS :** At all times hereafter the Owners hereto shall indemnify and agree to keep the Developer, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising due to any representation of the Owners being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Owners.
- 15.3 INDEMNITY BY DEVELOPER:** At all times hereafter the Developer hereto shall indemnify and agree to keep the Owners, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Owners and arising due to any representation of the Developer being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Developer.
- 15.4 NO PARTNERSHIP OR AOP:** The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an Association of Persons (AOP).
- 15.5 NOT A PRESENT TRANSFER:** Nothing in this Agreement is intended to or shall be construed as a transfer of possession of the Project Land at present in favour of the Developer.
- 15.6 WAIVERS:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. A waiver on any occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.
- 15.7 ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written oral or implied.
- 15.8 PART UNENFORCEABILITY:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute any invalid or unenforceable provision with a valid or enforceable provision, which



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achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.

15.9 MODIFICATIONS: No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by the Owners and the Developer.

15.10 EXECUTION IN DUPLICATE: This Agreement is being executed in Duplicate, one counterpart each whereof shall be retained by the Owners and the Developer (the original registered version to be retained by the Developer) and each copy whereof shall be deemed to be the original.

16. NO CANCELLATION :

None of the parties shall be entitled to cancel and/or rescind this agreement and in the event of any default and/or breach by any party (hereinafter referred to as the DEFAULTING PARTY) the other party shall be entitled to sue the defaulting party for specific performance of this agreement and for other consequential reliefs.

17. NOTICES: All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of despatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered speed post without the same being served. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid.

18. ARBITRATION: All disputes and differences between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/or the Project Land or determination of any liability shall be referred to arbitration and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment for the time being in force. In connection with the said arbitration, the parties have agreed and declared as follows:

- A. The Arbitration Tribunal shall have summary powers and will be entitled to lay down their own procedure.
- B. The Arbitration Tribunal will be at liberty to give interim orders and/or directions.
- C. The parties agree to abide by all their directions and/or awards

19. JURISDICTION: Only the Calcutta High Court and those having territorial jurisdiction over the Project Land shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this Agreement or connected therewith including the arbitration as provided hereinabove.



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SECTION-IV # SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

(PROJECT LAND)

ALL THAT piece and parcel of land containing an area of 17 Cottah 8 Chittack be the same a little more or less situate at Premises No. 562A S.N Roy Road, Kolkata - 700 053 AND ALL THAT piece and parcel of land containing an area of 3 Cottah 8 Chittack be the same a little more or less situate at Premises No. 562B S.N Roy Road, Kolkata - 053, and delineated in the plan annexed hereto duly bordered thereon in "RED" and butted and bounded as follows:-

Premises No. 562A S.N Roy Road

ON THE NORTH :By part of Premises No. 125 SN Roy Road;

ON THE SOUTH :By part of Premises No. 562B S.N Roy Road & 562 SN Roy Road .

ON THE EAST :By part Premises No. 562 S.N Roy Road .

ON THE WEST : By S.N Roy Road.

Premises No. 562B S.N Roy Road

ON THE NORTH :By Premises No. 562A S.N Roy Road;

ON THE SOUTH & EAST: By part of Premises No. 562 S.N Roy Road;

ON THE WEST : By S.N Roy Road

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(COMMON AREAS AND INSTALLATIONS)

1. Entry Lobby, common passages and staircases of the building and common paths in the premises
2. AC Community Hall
3. AC Gymnasium
4. Caretakers Room
5. Fire Pump Room
6. DG Set
7. Games & Utility Room
8. Lift
9. Green Open Space
10. Driveway
11. Service Entry
12. Ramp
13. Drop -Off
14. Common drains, sewers and pipes



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15. Common water reservoirs, water tanks, water pipes (save those inside any Flat) and deep tubewell appurtenant to the building
16. Wires and accessories for lighting of common areas of the building
17. Pumps and motors
18. Fire Fighting equipments in the building
19. Intercom System
20. Ultimate Roof
21. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open spaces in or about the said Project Land and/or the Building(s) as are determined by the Architect as being necessary for passage to or for the use and occupancy of the Apartments, but shall not include any area sanctioned and/or permitted for construction under the Plan unless expressly authorized and/or agreed upon in writing.

THE THIRD SCHEDULE ABOVE REFERRED TO:

SPECIFICATIONS

Specification of construction & Fittings and Fixtures to be provided in the proposed Unit/ Flat

STRUCTURE

Foundation: R.C.C.

Superstructure: Reinforced Cement Concrete Earthquake resistant structural design as per 15 IS Code Masonry Walls Brickwork /AAC Block

BEDROOMS

Floor: Vitrified tiles Wall: Putty

LIVING / DINING / PASSAGE

Floor: Vitrified Tiles Wall: Putty

KITCHEN

Floor: Antiskid Ceramic Tiles

Wall: Rectified joint free tiles upto 2ft. above kitcen counter. Rest finished with Putty

Counter: Granite

Fittings & Fixtures: Stainless Steel sink & CP fittings of reputed make

BATHROOMS

Floor: Antiskid Ceramic Tiles

Wall: Ceramic tiles upto 7ft.

Sanitaryware: Hindware/Parryware (White) CP Fittings: Hindware/Parryware/Eco/aquar



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DOOR & WINDOW

Entrance door: Salwood Frame with Decorative Flush door Internal door: Flush Door
Window: Powder coated Aluminium sliding window

ELECTRICAL

Switches: Modular Switch of reputed make with canceled copper wiring Air Conditioning:
Plug point in living room & all bedroom
Kitchen: Exhaust Fan and chimney point
Toilet: Exhaust & geyser point

Power Back up: 24X7 power back up in common area Lift: Reputed Brand
CCTV: Common Area

THE FOURTH SCHEDULE ABOVE REFERRED TO:**EXTRAS AND DEPOSITS**

(Extras)

Maintenance Deposit	Equivalent to 12 months @ Rs. 4/- per Sq. Ft. (super built-up area) per month + GST
Transformer Charges & Electricity Charges & Generator Charges	On Actuals Rs. 20,000/- per KVA + GST
Legal and Documentation Charges (including registry commissioning charges)	Rs. 30/- per Sq. Ft. on super built-up area + GST
Association Formation Charges	Rs. 15,000 + GST
Extra Development Charges-Amenities	Rs. 50/- per Sq. Ft. on super built-up area + GST

(Deposits)

Sinking Fund Deposit	Rs. 30/- per Sq. Ft. on super built-up area
Property tax deposit	Equivalent to 12 months @ Rs. 4/- per Sq. Ft. (super built-up area) per month + GST



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

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

1. Pravatika Das
85A Saret Bose Road
Kud-26

2. Sindhu Jana
749 New Alipura B-1
Kolkata - 59



ACCUTECH REALTORS LLP

Mayank Agarwal

Partner

ACCUTECH DEVELOPERS LLP

Mayank Agarwal

Designated Partner

ACCUTECH INFRASTRUCTURE LLP

Mayank Agarwal

Partner / Designated Partner

Mayank Agarwal
Kusum Agarwal

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

1. Pravatika Das

2. Sindhu Jana

SIMAYA PROPERTY LLP

Pratyanka Agarwal

Partner

Drafted by me

Abhishek Roy

Abhishek Roy

Advocate

Alipore Judges Court

Enrollment No F/2047/1780/2019



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SPECIMEN FORM FOR TEN FINGERPRINTS



<i>Kusum Agarwal.</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



<i>Priyanka Agarwal</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



<i>Sachin Agarwal</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



<i>Anand Agarwal</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

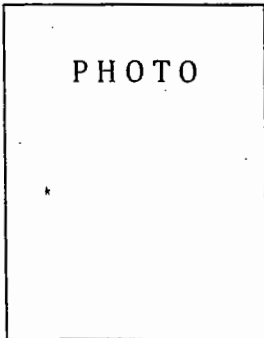


DISTRICT SUB REGISTRAR-III
SOUTH 24 P.S., ALIPORE
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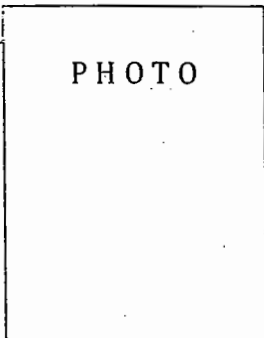
SPECIMEN FORM FOR TEN FINGERPRINTS



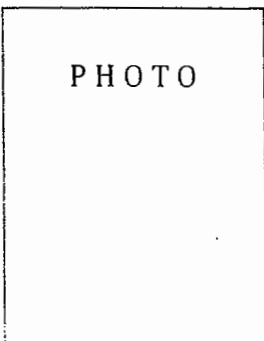
<div style="writing-mode: vertical-rl; transform: rotate(180deg); font-family: cursive;">Bavala Dar</div>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



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Major Information of the Deed

Deed No :	I-1603-18586/2022	Date of Registration	06/12/2022
Query No / Year	1603-2003362045/2022	Office where deed is registered	
Query Date	28/11/2022 12:43:55 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	PRIYANKA DEY 85A, Sarat Bose Road, Jyoti Vihar, 3rd Floor, Thana : Kalighat, District : South 24-Parganas, WEST BENGAL, PIN - 700026, Mobile No. : 8420430379, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 2]	
Set Forth value		Market Value	
		Rs. 7,53,45,803/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 75,120/- (Article:48(g))		Rs. 53/- (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:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: S. N. Roy Road, Road Zone : (Premises located on D.H.Road --) , , Premises No: 562A, , Ward No: 117 Pin Code : 700053

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	17 Katha 8 Chatak		6,27,88,169/-	Property is on Road

District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: S. N. Roy Road, Road Zone : (Premises located on D.H.Road --) , , Premises No: 562B, , Ward No: 117 Pin Code : 700053

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	(RS :-)		Bastu	3 Katha 8 Chatak		1,25,57,634/-	Property is on Road
Grand Total :				34.65Dec	0 /-	753,45,803 /-	

Land Lord Details :

S/No	Name,Address,Photo,Finger print and Signature
1	ACCUTECH REALTORS LLP 23A,SHAKESPEARE SARANI, City:- , P.O:- SHAKESPEARE SARANI, P.S:-Shakespeare Sarani, District:- Kolkata, West Bengal, India, PIN:- 700017 , PAN No.:: ABxxxxx5N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

2	ACCUTECH DEVELOPERS LLP 23A, SHAKESPEARE SARANI, City:- , P.O:- SHAKESPEARE SARANI, P.S:-Shakespeare Sarani, District:- Kolkata, West Bengal, India, PIN:- 700017 , PAN No.:: ABxxxxxx3K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
3	ACCUTECH INFRASTRUCTURE LLP 23A, SHAKESPEARE SARANI, City:- , P.O:- SHAKESPEARE SARANI, P.S:-Shakespeare Sarani, District:- Kolkata, West Bengal, India, PIN:- 700017 , PAN No.:: ABxxxxxx8E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
4	Mr RACHIT AGARWAL (Presentant) Son of Mr VIJAY KUMAR AGARWAL 11, K.L SAIGAL SARANI, City:- , P.O:- NEW ALIPORE, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700053 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFxxxxxx2H, Aadhaar No: 49xxxxxxxx6113, Status :Individual, Executed by: Self, Date of Execution: 01/12/2022 , Admitted by: Self, Date of Admission: 01/12/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 01/12/2022 , Admitted by: Self, Date of Admission: 01/12/2022 ,Place : Pvt. Residence
5	Mr MAYANK AGARWAL Son of Mr VIJAY KUMAR AGARWAL 11, K.L SAIGAL SARANI, City:- , P.O:- NEW ALIPORE, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700053 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AGxxxxxx4G, Aadhaar No: 89xxxxxxxx6533, Status :Individual, Executed by: Self, Date of Execution: 01/12/2022 , Admitted by: Self, Date of Admission: 01/12/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 01/12/2022 , Admitted by: Self, Date of Admission: 01/12/2022 ,Place : Pvt. Residence
6	Mrs KUSUM DEVI AGARWAL Wife of Mr RADHA KRISHNA SARAOGI 11, K.L SAIGAL SARANI, City:- , P.O:- NEW ALIPORE, P.S:-New Alipore District:-South 24-Parganas, West Bengal, India, PIN:- 700053 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFxxxxxx0E, Aadhaar No: 84xxxxxxxx5300, Status :Individual, Executed by: Self, Date of Execution: 01/12/2022 , Admitted by: Self, Date of Admission: 01/12/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 01/12/2022 , Admitted by: Self, Date of Admission: 01/12/2022 ,Place : Pvt. Residence

Developer Details :

Sl No.	Name,Address,Photo,Finger print and Signature
1	SIMAAYA PROPERTY LLP 26, PARK LANE, City:- , P.O:- PARK STEEET, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016 , PAN No.:: ADxxxxxx0P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No.	Name,Address,Photo,Finger print and Signature
1	Mr MAYANK AGARWAL Son of Mr VIJAY KUMAR AGARWAL 11, K.L SAIGAL SARANI, City:- , P.O:- NEW ALIPORE, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700053, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGxxxxxx4G, Aadhaar No: 89xxxxxxxx6533 Status : Representative, Representative of : ACCUTECH REALTORS LLP (as PARTNER), ACCUTECH DEVELOPERS LLP (as PARTNER), ACCUTECH INFRASTRUCTURE LLP (as PARTNER)
2	Mrs PRIYANKA AGARWAL Wife of Mr RAJ KUMAR GANDHI 11, K.L SAIGAL SARANI, City:- , P.O:- NEW ALIPORE, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700053, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AHxxxxxx3Q, Aadhaar No: 52xxxxxxxx6952 Status : Representative, Representative of : SIMAAYA PROPERTY LLP (as PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr PRAVAKAR DAS Son of Mr SHANKAR DAS NABAGRAM SHYAMPUR, City:- , P.O:- NABAGRAM, P.S:-Shyampur, District:- Howrah, West Bengal, India, PIN:- 711315			
Identifier Of Mr RACHIT AGARWAL, Mr MAYANK AGARWAL, Mrs KUSUM DEVI AGARWAL, Mr MAYANK AGARWAL Mrs PRIYANKA AGARWAL			

Transfer of property for L1		
SI.No	From	To. with area (Name-Area)
1	ACCUTECH REALTORS LLP	SIMAAYA PROPERTY LLP-4.8125 Dec
2	ACCUTECH DEVELOPERS LLP	SIMAAYA PROPERTY LLP-4.8125 Dec
3	ACCUTECH INFRASTRUCTURE LLP	SIMAAYA PROPERTY LLP-4.8125 Dec
4	Mr RACHIT AGARWAL	SIMAAYA PROPERTY LLP-4.8125 Dec
5	Mr MAYANK AGARWAL	SIMAAYA PROPERTY LLP-4.8125 Dec
6	Mrs KUSUM DEVI AGARWAL	SIMAAYA PROPERTY LLP-4.8125 Dec
Transfer of property for L2		
SI.No	From	To. with area (Name-Area)
1	ACCUTECH REALTORS LLP	SIMAAYA PROPERTY LLP-0.9625 Dec
2	ACCUTECH DEVELOPERS LLP	SIMAAYA PROPERTY LLP-0.9625 Dec
3	ACCUTECH INFRASTRUCTURE LLP	SIMAAYA PROPERTY LLP-0.9625 Dec
4	Mr RACHIT AGARWAL	SIMAAYA PROPERTY LLP-0.9625 Dec
5	Mr MAYANK AGARWAL	SIMAAYA PROPERTY LLP-0.9625 Dec
6	Mrs KUSUM DEVI AGARWAL	SIMAAYA PROPERTY LLP-0.9625 Dec

On 01-12-2022

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

Presented for registration at 15:20 hrs on 01-12-2022, at the Private residence by Mr RACHIT AGARWAL , 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 7,53,45,803/-

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

Execution is admitted on 01/12/2022 by 1. Mr RACHIT AGARWAL, Son of Mr VIJAY KUMAR AGARWAL, 11, K.L SAIGAL SARANI, P.O: NEW ALIPORE, Thana: New Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700053, by caste Hindu, by Profession Business, 2. Mr MAYANK AGARWAL, Son of Mr VIJAY KUMAR AGARWAL, 11, K.L SAIGAL SARANI, P.O: NEW ALIPORE, Thana: New Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700053, by caste Hindu, by Profession Business, 3. Mrs KUSUM DEVI AGARWAL, Wife of Mr RADHA KRISHNA SARAOGI, 11, K.L SAIGAL SARANI, P.O: NEW ALIPORE, Thana: New Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700053, by caste Hindu, by Profession Business

Indetified by Mr PRAVAKAR DAS, , , Son of Mr SHANKAR DAS, NABAGRAM SHYAMPUR, P.O: NABAGRAM, Thana: Shyampur, , Howrah, WEST BENGAL, India, PIN - 711315, by caste Hindu, by profession Service

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

Execution is admitted on 01-12-2022 by Mr MAYANK AGARWAL, PARTNER, ACCUTECH REALTORS LLP, 23A,SHAKESPEARE SARANI, City:- , P.O:- SHAKESPEARE SARANI, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017; PARTNER, ACCUTECH DEVELOPERS LLP, 23A, SHAKESPEARE SARANI, City:- , P.O:- SHAKESPEARE SARANI, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017; PARTNER, ACCUTECH INFRASTRUCTURE LLP, 23A, SHAKESPEARE SARANI, City:- , P.O:- SHAKESPEARE SARANI, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017

Indetified by Mr PRAVAKAR DAS, , , Son of Mr SHANKAR DAS, NABAGRAM SHYAMPUR, P.O: NABAGRAM, Thana: Shyampur, , Howrah, WEST BENGAL, India, PIN - 711315, by caste Hindu, by profession Service

Execution is admitted on 01-12-2022 by Mrs PRIYANKA AGARWAL, PARTNER, SIMAAYA PROPERTY LLP, 26, PARK LANE, City:- , P.O:- PARK STEEET, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016

Indetified by Mr PRAVAKAR DAS, , , Son of Mr SHANKAR DAS, NABAGRAM SHYAMPUR, P.O: NABAGRAM, Thana: Shyampur, , Howrah, WEST BENGAL, India, PIN - 711315, by caste Hindu, by profession Service



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

On 02-12-2022

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- (E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/11/2022 11:30PM with Govt. Ref. No: 192022230196007818 on 29-11-2022, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No. 1073211401525 on 29-11-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by online = Rs 75,020/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/11/2022 11:30PM with Govt. Ref. No: 192022230196007818 on 29-11-2022, Amount Rs: 75,020/-, Bank: SBI EPay (SBlePay), Ref. No. 1073211401525 on 29-11-2022, Head of Account 0030-02-103-003-02



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

On 06-12-2022

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- (E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 100.00/-

Description of Stamp

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

Certificate of Registration under section 60 and Rule 69.

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Volume number 1603-2022, Page from 637575 to 637613
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Dhar

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