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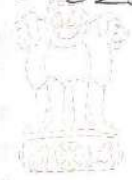
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SL. NO.....DATE.....
NAME.....
ADD.....
AMT.....

ASR

Projects And Ventures LLP
20, Mahendra Road,
Kolkata - 70025

5000/- Five Thousand



M Ghosh
MOUSUMI GHOSH
LICENSED STAMP VENDOR
KOLKATA REGISTRATION OFFICE



[Signature]

Identified by me.
Pradip Kumar Ghosh
Advocate
High Court, Calcutta
Son of Late Kanan Behari Ghosh
Occupation: Advocate

Additional Registrar of
Assurances III Kolkata
- 8 JAN 2022

the subject or context be deemed to mean and include them and each of their respective heirs, executors, administrators, legal representatives, successors and assigns) of the **ONE PART**.

AND

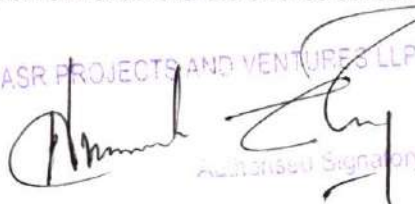
ASR PROJECTS AND VENTURES LLP, LLP Identification Number AAV-2350, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its registered office at 2C, Mahendra Road, Ground Floor, Kolkata, West Bengal – 700 025, having **Income Tax Pan No. ABTFA7082L**, within Post Office – Bhowanipur, Police Station – Bhowanipur, represented by its Authorised Signatory **Mr. Amitava Singha Roy** Son of Sri Binoy Kumar Singha Roy, by Occupation Service, having **Income Tax Pan No. ATXPS6554K, Aadhaar No. 4902 8610 4063**, residing at 119 Bamacharan Roy Road, Post Office Behala, Police Station Behala, Kolkata-700034, hereinafter referred to as the '**DEVELOPER**' (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in interest and assigns) of the **OTHER PART**.

For the purpose of this Agreement, the Owners, and the Developer are collectively referred to as '**Parties**' and the singular word '**Party**' shall be construed accordingly.

RECITALS AND/OR CHAIN OF TITLE / BACKGROUND

A. W H E R E A S by a registered **Deed of Conveyance** dated the **20th day of November, 1959** made between **Sourendra Nath Roy** and **Satyendra Nath Roy** therein jointly referred to as the **Vendors** of the One Part and **Smt. Rani De**, wife of Himansu Bhusan De, therein referred to as the **Purchaser** of the Other Part and registered at the office of the Sub-Registrar, Alipore Sadar, and recorded in **Book No. I, Volume No.146, Pages 191 to 203, Being No. 9295 for the year 1959**, the said Sourendra Nath Roy and Satyendra Nath Roy the Vendors therein for the consideration therein mentioned granted, transferred, sold, and conveyed, assigned, and assured to the said Smt. Rani De free from all encumbrances **ALL THAT** the piece and parcel of mourashi mokarari bastu land measuring an area of **08 (Eight) Cottahs 03 (Three) Chittacks and 27 (Twenty Seven) Square Feet** be the same a little more or less together with structure out of a piece and parcel of land therein mentioned, lying and situated at **Premises No.46, Central Road Jadavpur**, the then Ward No. 78 Tollygunge, within portion of **C.S. Plot No. 135** under Khatian No. 105 within C.S. maliki Khatian No. 87, Pargana Khaspur, Touzi – 239, **Mouza – Ibrahimpur, J. L. No. 36**, at present Jadavpur, within the jurisdiction of Kolkata Municipal Corporation, under P.S. Tollygunge now Jadavpur, in the District of the then 24 Parganas now South 24 Parganas, more fully described in the Schedule there under written delineated in the map or plan annexed thereto and coloured in RED border therein.

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ASR PROJECTS AND VENTURES LLP

Authorised Signatory

Signature of the Owners

Signature of the Developer

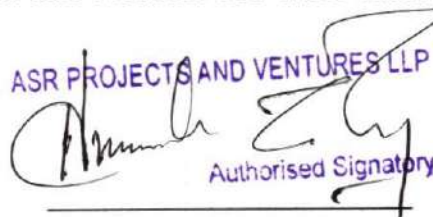

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Assurances III Kolkata
- 8 JAN 2022

- B. AND WHEREAS** by another registered **Deed of Conveyance** dated the **1st day of March, 1960** made between said **Sourendra Nath Roy** therein referred to as the **Vendor** of the One Part and the said **Smt. Rani De**, wife of said Himansu Bhusan De, therein referred to as the **Purchaser** of the Other Part and registered at the office of the Sub-Registrar, Alipore Sadar, and recorded in **Book No. I, Volume No. 42, Pages 54 to 57, Being No. 1723 for the year 1960**, the said Sourendra Nath Roy for the consideration therein mentioned granted, transferred, sold, conveyed, assigned and assured to the said Smt. Rani De free from all encumbrances a portion of **ALL THAT** the piece and parcel of mourashi mokarari bastu land measuring an area of **04 (Four) Chittacks** and 00 Square Feet more or less lying and situated at **Premises No.46, Central Road Jadavpur**, the then Ward No. 78 Tollygunge, within portion of **C.S. Plot No. 135** under Khatian No. 105 within C.S. maliki Khatian No. 87, Pargana Khaspur, Touzi – 239, **Mouza – Ibrahimpur, J. L. No. 36**, at present Jadavpur, within the jurisdiction of Kolkata Municipal Corporation, under P.S. Tollygunge now Jadavpur, in the District of the then 24 Parganas now South 24 Parganas, more fully described in the Schedule there under written and delineated in the map or plan thereto annexed.
- C. AND WHEREAS** by virtue of aforesaid purchases the said **Smt. Rani De** thus became the absolute owner and occupier of **ALL THAT** the piece and parcel of mourashi mokarari bastu land measuring an area of **08 (Eight) Cottahs 07 (Seven) Chittacks and 27 (twenty Seven) Square Feet** more or less comprising within **Premises No.46, Central Road Jadavpur**, the then Ward No. 78 Tollygunge, within portion of **C.S. Plot No. 135** under Khatian No. 105 within C.S. maliki Khatian No. 87, Pargana Khaspur, Touzi – 239, **Mouza – Ibrahimpur, J. L. No. 36**, at present Jadavpur, within the jurisdiction of Kolkata Municipal Corporation, under P.S. Tollygunge now Jadavpur, in the District of the then 24 Parganas now South 24 Parganas, and while seized and possessed of the said property as aforesaid the said Rani De mutated and recorded her name in the records of Calcutta Municipal Corporation and the said **08 (Eight) Cottahs 07 (Seven) Chittacks and 27 (twenty Seven) Square Feet land** comprising within **Premises No.46, Central Road Jadavpur** Premises was separated from Premises No.46, Central Road Jadavpur and **renumbered as 46/2, Jadavpur Central Road**, bearing Assessee No. 21-096-03-0036-1 under Municipal Ward No. 096. The said Rani De also mutated her name in the concerned statutory offices and enjoying the same by paying taxes and khajna to the Government.
- D. AND WHEREAS** the said Rani De constructed a two storied pucca residential building upon demolition of the existing structure in the said **08 (Eight) Cottahs 07 (Seven) Chittacks and 27 (twenty Seven) Square Feet** land comprising in **Premises No. 46/2, Jadavpur Central Road**, within **C.S. Plot No. 135** under Khatian No. 105 within C.S.

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Assurances III Kolkata

- 3 MAR 2022

maliki Khatian No. 87, Pargana Khaspur, Touzi – 239, **Mouza – Ibrahimpur, J. L. No. 36**, at present Jadavpur, within the jurisdiction of Kolkata Municipal Corporation, under P.S. Tallygunge now Jadavpur, in the District of the then 24 Parganas now South 24 Parganas, Kolkata – 700 032, after getting valid sanction from the then Calcutta Municipal Corporation bearing no. 138/T on 24/06/1960 and presently the said **46/2, Jadavpur Central Road is renamed as 46/2, Sri Ram Thakur Road, Kolkata – 700 032**, and for the sake of brevity hereinafter referred to as the "**said Premises**".

- E. AND WHEREAS** the said **Rani De alias Rani Dey** died intestate on **31st October, 1989** and the said **Himansu Bhusan De alias Himanshu Bhusan Dey** died intestate on **6th May, 1994** and at the death of said **Rani De alias Rani Dey and Himansu Bhusan De alias Himanshu Bhusan Dey** the said Premises ultimately devolved upon their daughter and son namely Jayeeta Lal and Pronob Kumar Dey in equal undivided share and the said Jayeeta Lal and Pronob Kumar Dey each having inherited undivided 50% share or interest each in the said Premises.
- F. And Whereas** the said Jayeeta Lal daughter of said **Rani De alias Rani Dey and Himansu Bhusan De alias Himanshu Bhusan Dey** while seized and possessed of the said undivided share in the said premises as aforesaid out of natural love and affection for his brother by one registered **Deed of Gift dated 03/03/2021**, gifted her **50% undivided share of 08 (Eight) Cottahs 07 (Seven) Chittacks and 27 (twenty Seven) Square Feet** mourashi mokarari bastu land i.e. undivided **04 (Four) Cottahs 03 (Three) Chittacks and 36 (Thirty Six) Square Feet** land more or less together with undivided **50% share or interest** of the two storied building constructed thereon containing a total built up area of **1707 Sq. Ft.** and a covered garage measuring **400 Sq. Ft.** situated and lying at **Premises No. 46 /2, Sri Ram Thakur Road formerly Jadavpur Central Road, Kolkata – 700032**, comprised in a portion of **C.S. Plot No. 135** under Khatian No. 105 within C.S. maliki Khatian No. 87, Pargana Khaspur, Touzi – 239, **Mouza – Ibrahimpur, J. L. No. 36**, at present Jadavpur, under P.S. Jadavpur formerly Tollygunge, in the District of South 24 Parganas, within the jurisdiction of **Kolkata Municipal Corporation**, under **KMC Ward No. 096**, bearing **Assessee No. 21-096-03-0036-1**, within Additional District Sub Registry Office at Alipore, **District 24 Parganas South**, to his brother **Pronob Kumar Dey**, which document was registered in the office of **Additional Registrar of Assurances - IV, Kolkata registered in Book No. I, Deed No. I - 190401746 / 2021**.
- G. AND WHEREAS** by virtue of aforesaid gift and by virtue of inheritance the said **Pronob Kumar Dey** the Owner herein became the **sole and absolute owner having unfettered right title and interest in ALL THAT the piece and parcel of 08 (Eight)**

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Cottahs 07 (Seven) Chittacks and 27 (twenty Seven) Square Feet mourashi mokerari **Bastu land** be the same a little more or less, together with the two storied building constructed thereon containing a total built up area of **1707 Sq. Ft.** and a covered garage measuring **400 Sq. Ft.** situated and lying at **Premises No. 46 /2, Sri Ram Thakur Road formerly Jadavpur Central Road, Kolkata – 700032,** comprised in a portion of **C.S. Plot No. 135** under Khatian No. 105 within C.S. maliki Khatian No. 87, Pargana Khaspur, Touzi – 239, **Mouza – Ibrahimpur, J. L. No. 36,** at present Jadavpur, under P.S. Jadavpur formerly Tollygunge, in the District of South 24 Parganas, within the jurisdiction of **Kolkata Municipal Corporation,** under **KMC Ward No. 096, bearing Assessee No. 21-096-03-0036-1,** within Additional District Sub Registry Office at Alipore, **District 24 Parganas South,** more fully and particularly mentioned and described in the Schedule hereunder written and for the sake of brevity hereinafter referred to as the **“said property”**.

H. AND WHEREAS the Owner said Mr. Pronob Kumar Dey intends and decided to promote and develop in the said piece and parcel of 08 (Eight) Cottahs 07 (Seven) Chittacks and 27 (twenty Seven) Square Feet mourashi mokerari **Bastu land** upon demolition of the existing old structure through the Developer mentioned in the Agreement situated and lying at **Premises No. 46 /2, Sri Ram Thakur Road formerly Jadavpur Central Road, Kolkata – 700032,** comprised in a portion of **C.S. Plot No. 135** under Khatian No. 105 within C.S. maliki Khatian No. 87, Pargana Khaspur, Touzi – 239, **Mouza – Ibrahimpur, J. L. No. 36,** at present Jadavpur, under P.S. Jadavpur formerly Tollygunge, in the District of South 24 Parganas, within the jurisdiction of **Kolkata Municipal Corporation,** under **KMC Ward No. 096, bearing Assessee No. 21-096-03-0036-1,** within Additional District Sub Registry Office at Alipore, **District 24 Parganas South,** more fully and particularly mentioned and described in the First Schedule hereunder written and for the sake of brevity hereinafter referred to as the **“subject property”**.

I. AND WHEREAS the said Mr. Pronob Kumar Dey during his lifetime have entered into a registered Development Agreement on **12th March 2021** with **ASR PROJECTS AND VENTURES LLP, LLP Identification Number AAV-2350,** a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its registered office at 2C, Mahendra Road, Ground Floor, Pan No. ABTFA7082L Kolkata, West Bengal – 700 025, represented by its Authorised Signatory **Mr. Amitava Singha Roy,** Son of Sri Binoy Kumar Singha Roy, by Occupation Service, having Income Tax Pan No. ATXPS6554K, Aadhar No. 4902 8610 4063, residing at 119 Bamacharan Roy Road, Post Office Behala, Police Station Behala, Kolkata-700034, the Developer herein for development of the subject property and allocation of the constructed spaces between themselves together with undivided

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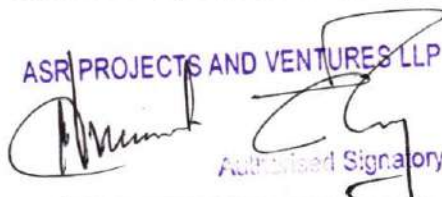


Additional Registrar of
Companies of Karnataka
- 3 JAN 2022

proportionate share in the land in the manner stated in the said Development Agreement, including various terms and conditions, covenants and obligations to be observed respectively by the parties captured therein which document was registered in the Office of the **Additional Registrar of Assurances – IV Kolkata registered in Book No. I, Volume No. 1904-2021 Page from 121499 to 121564, Being No. 190402388 for the Year 2021** and for the sake of brevity hereinafter referred to as the "**said Development Agreement**".

- J. AND WHEREAS** pursuant to the execution of the said Development Agreement the said Pronob Kumar Dey during his lifetime also grants and execute a General Power of Attorney for Development and Sale on **12/03/2021** in favour of **ASR Projects and Ventures LLP, LLP Identification Number AAV-2350**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its registered office at 2C, Mahendra Road, Ground Floor, Pan No. ABTFA7082L Kolkata, West Bengal – 700 025, represented by its Authorised Signatory **Mr. Amitava Singha Roy**, Son of Sri Binoy Kumar Singha Roy, by Occupation Service, having Income Tax Pan No. ATXPS6554K, Aadhar No. 4902 8610 4063, residing at 119 Bamacharan Roy Road, Post Office Behala, Police Station Behala, Kolkata-700034, as **True And Lawful Constituted Attorney** which document was registered in the Office of the **Additional Registrar of Assurances – IV Kolkata registered in Book No. I, Volume No. 1904-2021 Page from 128875 to 128907, Being No. 190402413 for the Year 2021** and for the sake of brevity hereinafter referred to as the "**said Power of Attorney**".
- K. AND WHEREAS** in pursuance of the said Development Agreement and the said General Power of Attorney the Developer have commenced its Development activities in the subject property and have incurred substantial expenses towards soil testing, ULC clearance, appointment of Architects, Drawings, Plans for sanction etc.
- L. AND WHEREAS** pursuant to the said Development Agreement and said Power of Attorney the said Pronob Kumar Dey has executed and registered a **Boundary Declaration** on **08/05/2021** for getting sanction of the building plan at the subject property by the Kolkata Municipal Corporation, which document was registered in the office of **Additional Registrar of Assurances – IV Kolkata, registered in Book No. I, Volume No. 1904-2021, Pages from 244017 to 244036, Being no. 190405026, For the Year 2021.**
- M. AND WHEREAS** during the subsistence of the said Development Agreement and said Power of Attorney the said **Pronob Kumar Dey** all of a sudden **died on 28th December 2021.**
- N. AND WHEREAS** the said Pronob Kumar Dey who during his lifetime and also at the time of his death was a Hindu died intestate on **28/12/2021**, leaving and succeeding his wife

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SMT. LILLY DEY, and one Son **SHRI PRITAM JYOTI DEY** and only daughter **SMT. PRIYANKA DEY** as his heirs and successors and no other else and at the death of said Pronob Kumar Dey as aforesaid the subject property jointly devolved upon the said **SMT. LILLY DEY, SHRI PRITAM JYOTI DEY, SMT. PRIYANKA DEY the owners herein** as per provisions of the Hindu Succession Act, 1956, in equal undivided share along with the obligation/encumbrance created under the said Development Agreement and General Power of Attorney for Development and Sale both dated **12/03/2021** upon the subject property.

- O. AND WHEREAS** at the death of the erstwhile owner said Pronob Kumar Dey, the said **SMT. LILLY DEY, SHRI PRITAM JYOTI DEY, SMT. PRIYANKA DEY the owners herein** are under the legal obligation to observe the terms and condition of the said Development Agreement dated **12/03/2021**, and shall be entitled to the entitlements and/or allocations settled under under the said Development Agreement **12/03/2021** and the said **SMT. LILLY DEY, SHRI PRITAM JYOTI DEY, SMT. PRIYANKA DEY the owners herein are agreed with the terms condition and also with the Allocations of the Owners and Developer as settled under the said Development Agreement dated 12/03/2021**, which document was registered in the office of **Additional Registrar of Assurances – IV Kolkata registered in Book No. I, Volume No. 1904-2021 Page from 121499 to 121564, Being No. 190402388 for the Year 2021.**
- P. AND WHEREAS** due to death of said Pronob Kumar Dey, and comprehending and/or guessing the difficulties which may arise in future in completion of the Development Project by the Developer and in order to diminish the misunderstanding between the parties in future, it was felt expedient between the parties that a Supplementary Development Agreement and a fresh General Power of Attorney for Construction and Sale be executed and registered by the said **SMT. LILLY DEY, SHRI PRITAM JYOTI DEY, SMT. PRIYANKA DEY the owners herein** in favour of the said **ASR PROJECTS AND VENTURES LLP**, the Developer herein on same terms and condition as settled under the said **Development Agreement dated 12/03/2021, and General Power of Attorney dated 12/03/2021** which documents was respectively registered in the Office of the **Additional Registrar of Assurances – IV Kolkata registered in Book No. I, Volume No. 1904-2021 Page from 121499 to 121564, Being No. 190402388 for the Year 2021 and in Book No. I, Volume No. 1904-2021 Page from 128875 to 128907, Being No. 190402413 for the Year 2021 respectively.**
- Q. AND WHEREAS** in pursuance of such aforesaid understanding the parties herein enter into this Supplementary Development Agreement on same terms and conditions which was already been settled under the said Development Agreement **dated 12/03/2021** and which documents was registered in the Office of the **Additional Registrar of Assurances**

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Assurances III Kolkata
- 8 May 2022

– IV Kolkata registered in Book No. I, Volume No. 1904-2021 Page from 121499 to 121564, Being No. 190402388 for the Year 2021.

NOW THIS SUPPLEMENTARY DEVELOPMENT AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. DEFINITIONS AND INTERPRETATIONS:

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

1.1.1 "Architect" shall mean such person or persons who may be appointed by the Developer as the Architect for the Project at the sole discretion of the Developer.

1.1.2 "Affecting Circumstances" shall include (a) any injunction, stay order, direction or prohibition by any Court or Tribunal (including Arbitration Tribunal) or any Appropriate Authority or Statutory Authority which may affect the subject property or any development, construction, improvement, enjoyment and/or transfer of the same or any part thereof, (b) any Encumbrance or defect in title or lack of Assured Attributes being found to affect the Subject Property and (c) any Representation and Warranty being found to be false and (d) Force Majeure situation.


1.1.3 "Appropriate Authorities" shall mean the Central or State Government or any Department thereof and includes any Local Authority or Statutory Bodies or authorities having jurisdiction including Kolkata Municipal Corporation, Collector, District Magistrate, Additional District Magistrate, Revenue Officer, Municipal Engineering Directorate, Planning Authority, Development Authority, Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Police Authorities, Pollution Control Authorities, Fire Service Authorities, electricity provider, water providers, utility providers and shall also include any Government Company;

1.1.4 "Assured Attributes" in relation to the Subject Property shall include the attributes of (a) good and clear marketable title; (b) free from all Encumbrances and Liabilities; (c) complete khas vacant and peaceful possession of the subject property duly secured by boundary walls as it stands now on all sides with entry/exit gates opening on abutting public roads namely 60 Ft. wide Sri Ram Thakur Road and direct access therefrom;

1.1.5 "Association" shall mean any a company incorporated under the Companies Act, 1956 or any registered Association or a Committee or organisation as may be formed by the Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not

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Signature of the Owners

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Signature of the Developer

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Additional Registrar of
Assurances in Kolkata

- 8 May 2022

inconsistent with the provisions and covenants herein contained for beneficial enjoyment of the subject property by the respective Flat Owners therein.

- 1.1.6 "Building(S)"** shall mean the proposed new G+III storied building along with any additional floor which may subsequently sanctioned thereupon in the Project to be constructed, erected and completed in accordance with the Plan on the Said Land with the Common Areas and Installations;
- 1.1.7 "Building Plans"** shall mean the one or more plans for construction of the New Buildings to be caused to be sanctioned by the Developer in the name of the Owners from the Appropriate Authorities and include all modifications and/or alterations as may be made thereto;
- 1.1.8 "Car Parking Space"** shall mean all the spaces in the ground floor level, whether open or covered or otherwise, of the Project expressed or intended to be reserved for parking of motor cars.
- 1.1.9 "Common Areas and Installations"** shall according to the context mean and include the areas installations and facilities comprised in and for the individual Buildings and/or the Subject Property and/or any part or parts thereof as may be expressed or intended by the Developer in its absolute discretion from time to time for use in common by all or any Transferees or other persons. A tentative list of the proposed Common Areas and Installations is mentioned as the **SECOND SCHEDULE** hereto but the same is subject to modifications or changes as may be made by the Developer therein;
- 1.1.10 "Common Purposes"** shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building 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;
- 1.1.11 "Common Expenses"** shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses for the Common Purpose including those mentioned in the **Fourth Schedule** hereunder written to be contributed, borne, paid and shared by the transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge.

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Additional Registrar of
Assurances in Kolkata
- 3 Jul 2022

- 1.1.12 "Completion Notice"** shall mean the notice contemplated in **clause 20.2** below.
- 1.1.13 "Date Of Commencement Of Liability"** shall mean the date on which Owners /transferees of the Flats/Units take actual physical possession of their allocation/unit after fulfilling all their liabilities and obligations in terms hereof or the date next after expiry of the Completion Notice irrespective of whether Owners /transferees of the Flats/Units take actual physical possession or not, whichever is earlier.
- 1.1.14 "Developer's Allocation"** shall mean the areas, portions and shares of and in the Proposed new Building to belong to the Developer in terms of relevant sub clauses under **Clause 19** hereto more fully and particularly mentioned and described in the **SEVENTH SCHEDULE** hereunder written;
- 1.1.15 "Deposits/Extra Charges/Taxes"** shall mean the amounts specified in the **FIFTH SCHEDULE** hereunder to be deposited/paid by the Prospective Purchasers or the Owners to the Developer subject to any variations as per **Clause 25 hereto**;
- 1.1.16 "Encumbrances"** shall include mortgages, charges, security interest, liens, lis-pendens, attachments, leases, tenancies, occupancy rights, uses, debutters, trusts, acquisition, requisition, vesting, bargadar, claims, demands and liabilities whatsoever;
- 1.1.17 "Flats/Units"** shall mean the independent and self-contained residential flats, and other constructed spaces in the New multi-storied Building at the Subject Property capable of being exclusively held used or occupied by a person;
- 1.1.18 "Force Majeure"** shall mean any event or combination of events or circumstances beyond the control of either the Owners or the Developer, which cannot be prevented or caused to be prevented, and which materially and adversely affects such Party's ability to perform obligations under this Agreement including (a) Acts of God i.e. fire, draught, flood, earthquake, storm, lightning, epidemics and other natural disasters; (b) Explosions or accidents, air crashes; (c) General strikes and/or lock-outs (not being any strike or lockout by agents or staff of the Owners or the Developer or their respective appointee at the Subject Property), 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 otherwise than due to default of the party claiming the benefit of such event as force majeure; (f) Unusual Shortage in supply of construction materials; (g) Pandemic or epidemics (h) Lock Down (i) And Statutory Prohibition or order for suspending activity for performing contractual

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Additional Registrar of
Assurances III Kolkata
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obligation (j) Any other event or circumstances which the Owners and the Developer mutually agree in writing as being beyond their control .

1.1.19 "Owner's Allocation" shall mean the areas, portions and shares of and in the proposed new Building to belong to the Owners in terms of relevant sub clauses under **Clause 19 hereto** more fully and particularly mentioned and described in the **SIXTH SCHEDULE** hereunder written.

1.1.20 "Phases" with their grammatical variations shall mean the different phases in which the Project shall be carried out in terms hereof;

1.1.21 "Project" shall mean and include the planning and development of the Subject Property into the New G+III Storied Building and the allocation of the respective allocations of the Owners and the Developer with rights to them to Transfer the same respectively in terms hereof together with irrevocable appointment of Developer and authorizing the Developer to construct additional floor area comprising such number of Flats/Apartments upon the ultimate roof, upon getting sanctioned by the Competent Authority, such additional construction shall be done by the Developer at its cost and the same shall be sold by the Developer to any prospective buyer or buyers and the net profits (net profit means profit after adjustment of all expenses incurred by the Developer for such additional construction including but not limited to costs and expenses in respect of sanction and approvals for such additional area but also miscellaneous incidental expenses and administrative cost shall be adjusted from such sale proceeds) shall be shared between the **Owner and Developer in 50 : 50 ratio** and the administration of the said Multi-Storied Building in matters relating to the Common Purposes all in accordance with the terms and conditions of this Agreement.

1.1.22 "Realization" shall mean and include the amounts received against Transfer of the Flats/Units, Parking Spaces and other Transferable Areas from time to time including the consideration for Transfer and for Floor Rise Escalation and PLC and any other amount on any account received against any Transfer; but shall not include any amounts received on account of Extras and Deposits;

1.1.23 "Non-Refundable Advance" shall according to the context mean the amount already paid by the Developer as stated as described in said Development Agreement **dated 12/03/2021** which documents was registered in the Office of the **Additional Registrar of Assurances – IV Kolkata registered in Book No. I, Volume No. 1904-2021 Page from 121499 to 121564, Being No.**

Lilly Day
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Authorized Signatory

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Assurances III Kolkata
- 8 JAN 2022

190402388 for the Year 2021 and shall always be treated as a part and parcel of this agreement.

1.1.24 "Subject Property" shall mean the pieces or parcels of mourashi mokarari lands hereditament and premises admeasuring **08 (Eight) Cottahs 07 (Seven) Chittacks and 27 (twenty Seven) Square Feet** be the same a little more or less together with the two storied building constructed thereon containing a total built up area of **1707 Sq. Ft.** and a covered garage measuring **400 Sq. Ft.** situated and lying at **Premises No. 46 /2, Sri Ram Thakur Road formerly Jadavpur Central Road, Kolkata – 700032**, comprised in a portion of **C.S. Plot No. 135** under Khatian No. 105 within C.S. maliki Khatian No. 87, Pargana Khaspur, Touzi – 239, **Mouza – Ibrahimpur, J. L. No. 36**, at present Jadavpur, under P.S. Jadavpur formerly Tollygunge, in the District of South 24 Parganas, within the jurisdiction of **Kolkata Municipal Corporation**, under **KMC Ward No. 096, bearing Assessee No. 21-096-03-0036-1**, within Additional District Sub Registry Office at Alipore, **District 24 Parganas South** more fully and particularly fully described in the **FIRST SCHEDULE** hereto and include all constructions thereat and appurtenances thereof;

1.1.25 "Specification" shall mean the specifications for the said Project as mentioned in the **Third Schedule** hereunder written subject to the alterations or modifications as may be made by the Developer from time to time.

1.1.26 "Transfer" with its grammatical variations shall include transfers by sale, lease, letting out, grants, exclusive rights or otherwise;

1.1.27 "Transferable Areas" shall mean Flats / Units, Parking Spaces, terraces, roofs, gardens, open spaces, with or without any facilities and all other areas at the Building Project capable of being transferred independently or by being added to the area of any Flat/Unit or making appurtenant to any Flat/Unit or otherwise and shall also include any area, right or privilege at the Building Project capable of being commercially exploited or transferred for consideration in any manner;

1.1.28 "Transferees" shall mean the persons to whom any Transferable Areas in the Building Project is Transferred or agreed to be Transferred;

1.2. INTERPRETATIONS :

1.2.1 Reference to any Clause shall mean such Clause of this Agreement and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this deed and include any parts of such Schedule;

1.2.2 Words of any gender are deemed to include those of the other gender;

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- 8 JAN 2022


- 1.2.3 Words using the singular or plural number also include the plural or singular number, respectively;
- 1.2.4 The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Parts and Clauses of this Agreement, as the case may be;
- 1.2.5 Reference to the word "include" shall be construed without limitation;
- 1.2.6 The Schedules/Annexure and recitals hereto shall constitute an integral part of this Agreement and any breach of the stipulations contained in the Schedule shall be deemed to be a breach of this Agreement;
- 1.2.7 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; and
- 1.2.8 Where any act is prohibited by the terms of this Agreement, none of the Parties will knowingly permit or omit to do anything, which will allow that act to be done;
- 1.2.9 Where any notice, consent, approval, permission or certificate is required to be given by any party to this Agreement such notice, consent, approval, permission or certificate must (except where otherwise expressly specified), be in writing.

W H E R E A S :

2. REPRESENTATIONS:

2.1. OWNERSHIP AND INTENT: That **SMT. LILLY DEY, SHRI PRITAM JYOTI DEY, SMT. PRIYANKA DEY** are the absolute owners having unfettered right title and interest in the subject property and the devolution of title of the subject property more fully and particularly mentioned in Recital /Chain of Title/ Background of this Agreement hereinabove stated. That the Owners hereby appoint Developer hereto as the Developer and grant to the Developer the sole and exclusive rights and authorities for causing to be developed the Subject Property and the Owners would provide the Subject Property in a state free from all sorts of Encumbrances and with Assured Attributes to the Developer and the Developer would construct or cause to be constructed the G + III storied building along with additional floor upon sanction thereon upon demolition of the existing old structure standing thereon and to deliver the Owner's Allocation to the Owner after construction of the proposed new building thereat and would have the right to Transfer the Developer's Allocation at such price as may be deemed fit and proper by the Developer and to appropriate the Realizations thereof exclusively as agreed under this agreement.

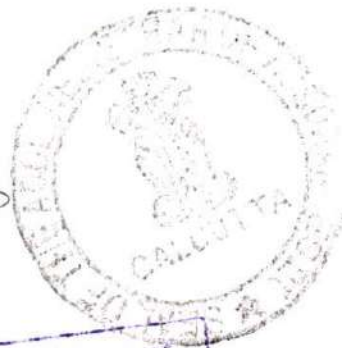
Lilly Dey
P Jyoti
P. DEY

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 Authorised Signatory

Signature of the Owners

Signature of the Developer

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- 8 JAN 2022

2.2. OWNER'S REPRESENTATIONS: The Owner made the following several representations and assurances to the Developer which have been relied upon by the Developer for the purpose of entering upon this Agreement and the transaction envisaged herein:

2.2.1 That by virtue of inheritance the Owners herein have become entitled to subject Property mentioned in Recital portion and/or Chain of Title herein above written and still are the sole and absolute Owners having unfettered right title and interest in the Subject Property;

2.2.2 The Owners have good clear marketable title in respect of the Subject Property. The facts about the Owner deriving title to the Subject Property are represented by the Owner in the Recital portion and/or Chain of Title herein above stated and the same are all true and correct;

2.2.3 That the Subject Property and every part thereof are all free from all Encumbrances and without any claim, right, title, interest of any other person thereon or in respect thereof and ensure that if any dispute arise in future attributable to the ground of the Owners the same to be cleared and discharged by the Owners at their cost and kind as part of their obligation hereunder.

2.2.4 That no amount on any account whatsoever or howsoever is due or outstanding towards any person or authority in respect of the Subject Property or the non-payment of which may affect the Subject Property in any manner and ensure that if any claim or demand if any arise in future attributable to the ground of the Owners the same to be cleared and discharged by the Owners as part of their obligation hereunder.

2.2.5 That the entire Subject Property is in khas vacant and peaceful possession of the Owners since last more than 60 years duly secured by boundary walls with proper entry/exit gates and is directly abutting on 60 ft. wide Sri Ram Thakur Road and direct access therefrom;

2.2.6 That the name of the Owners to be mutated as the Owners of the Subject Property in the records of the Kolkata Municipal Corporation.

2.2.7 That the Subject Property is a dwelling house and the same is fit for development of the G+III storied building comprising Ground Floor, First Floor, Second Floor, Third Floor, together with any additional floor upon the ultimate roof if sanctioned by the statutory authorities;

2.2.8 There is no notice of acquisition or requisition received or to the knowledge of the Owners in respect of the Subject Property or any part thereof;

Lilly Das
P. J. Das
P. Das

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Authorized Signatory

Signature of the Owners

Signature of the Developer

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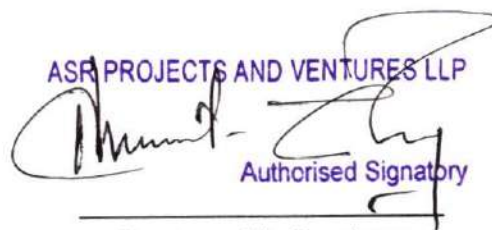


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- 8 JAN 2022

- 2.2.9** Neither the Subject Property nor any part thereof has been attached under any decree or order of any Court of Law or due to Income Tax arrears or any other Public Demand nor any proceeding or information on any attachment is to the knowledge of the Owners;
- 2.2.10** There is no impediment, obstruction, restriction or prohibition in the Owners entering upon this Agreement and/or in development and transfer of the Subject Property so developed;
- 2.2.11** That the original documents of title in respect of the Subject Property are in the custody of the Owners.
- 2.2.12** There is no difficulty in obtaining sanction of building plan upon the Subject Property to commence with the development of multistoried building before the Appropriate Authorities.
- 2.2.13** The Owners never held nor holds lands in excess of the ceiling limits under any Laws (including the Urban Land (Ceiling & Regulation) Act, 1976, West Bengal Estate Acquisition Act, 1953, the West Bengal Land Reforms Act, 1955 or otherwise. Furthermore no part of the Subject Property is affected by Section 6(3) of the West Bengal Estates Acquisition Act, 1953.
- 2.2.14** That no suit, dispute, claim or other legal proceeding, civil, criminal or revenue have ever been filed or is pending by or against the Owners or Subject Property affecting or in any way relating to the Subject Property and to the best of knowledge of the Owners there is no legal proceeding, dispute or claim under or as regards Income Tax, and no other proceedings or steps under the SARFAESI Act have ever been initiated and/or is pending relating to or affecting the Subject Property and/or the Owners.
- 2.2.15** That there is no injunction, status quo, prohibition or other order or condition in any way relating to or affecting the Subject Property in any manner.
- 2.2.16** The Owners have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Subject Property or any part thereof can or may be impeached, encumbered or affected in title or would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement;
- 2.2.17** That the Owners have not stood as Guarantor or Surety for any obligation, liability, bond or transaction whatsoever in regard to or which may affect or entangle the

Lilly Day
PJD
P. Day

Signature of the Owners

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Signature of the Developer

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- 8 JAN 2022

Subject Property in any manner and to the best of the knowledge of the Owners there is no claim of any person on this account;

2.2.18 The Owners have not entered upon any agreement or contract with any other person in connection with the Subject Property or its development/ sale/transfer nor has executed any power of attorney in favour of any person nor have otherwise dealt with the Subject Property or any part thereof prior to execution of this Agreement;

2.2.19 The transaction intended to be carried out by the Owners with the Developer including this agreement and the power of attorney and all other documents executed and to be executed by the Owners have all been approved by the Owners and the Owners are duly and fully authorized and competent to enter upon this agreement and to carry out the transaction envisaged herein fully and in all manner.

2.2.20 There is no difficulty in the compliance of the obligations of the Owners hereunder.

2.3. DEVELOPER'S REPRESENTATION: Developer made following representations and assurances to the Owner for the purpose of entering upon this agreement and the transactions envisaged herein.

2.3.1 The Developer is engaged inter alia in undertaking or causing development of real estate and has good experience and resources to carry out the development envisaged herein.

2.3.2 The Developer shall at its own cost and workman like manner construct a new G + III (Ground plus Three) storied buildings and additional floor upon the ultimate roof if got sanctioned by the statutory authorities on the said land. The said construction shall be in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation. All the costs, charges and expenses for preparing the plan and for the sanction of the same by the Kolkata Municipal Corporation and other costs specified herein as being payable by the Developer shall be paid and borne by the Developer.

2.3.3 Before submission of the said plan for sanction before the appropriate authority, the said plan shall have the concurrence of the Owners. If any revised plan or supplementary drawing is to be submitted, the same shall be done by the Developer with the knowledge of the Owner.

2.3.4 Save those clearances to be obtained by the Owners in terms hereof, the Developer will be responsible for obtaining all necessary permits, approvals and sanctions from all authorities concerned for construction at the Subject Property and will bear all charges, costs and expenses thereof.

Lilly Dey
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P. Dey

Signature of the Owners

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Signature of the Developer

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- 8 JAN 2022

2.3.5 The Owners are relying on the technical capability and expertise of the Developer and hence the Developer will construct the said new multi-storied buildings in accordance with the said sanction plan.

2.3.6 The Developer shall carry out soil bearing tests and investigations as may be required to determine the soil bearing capacity and termite treatment of the subject property and other such ancillary work at its own cost that may be necessary for construction of the said multistoried building.

2.3.7 All the materials required to be used for construction of the said new multi-storied buildings shall be of reasonably good quality which shall be approved by the reputed Architecture appointed for the said project.

2.4. RECORDING INTO WRITING:

2.4.1 Pursuant to the above and relying on the representations made by the Parties to each other as stated above, the final terms and conditions agreed between the parties herein are being recorded by this Agreement.

2.4.2 The parties are now entering upon this Agreement to record into writing all the terms and conditions agreed between them in connection with the development of the Subject Property and the Transfer and administration of the Multistoried Building and the respective rights and obligations of the parties in respect of the same as hereinafter contained.

NOW THIS AGREEMENT WITNESSETH, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

3. COMMENCEMENT:

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

4. AUTHORITY TO ENTER:

4.1. Simultaneously with the execution of this agreement, the Owners have in part performance hereof, allowed the Developer exclusive and free License to enter the subject property as a Developer for carrying out the works for development. The physical vacant possession shall be made over in the manner stated hereunder.

5. DEVELOPMENT AND CONSTRUCTION:

Lilly Day
P. J. Day
P. J. Day

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Authorised Signatory

Signature of the Owners

Signature of the Developer

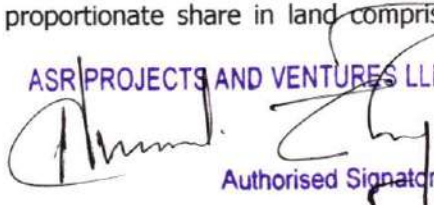
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- 8 JAN 2022

- 5.1. In the circumstances aforesaid, the Owners doth hereby grant and/or provide the Subject Property exclusively for the purpose of the Project and have irrevocably appoint the Developer for the Project and hereby grant to the Developer the exclusive rights and authority to develop or cause to be developed the Subject Property as a new multi-storied building project comprising Ground Floor, First Floor, Second Floor, Third Floor together with additional floor upon the ultimate roof upon sanction by the statutory authorities and to get the Owners' Allocation in terms hereof while granting absolute rights and authority to the Developer to Transfer the Developers' Allocation exclusively as contained herein to the prospective purchasers as the Developer thinks fit and proper and to realize, achieve, earn the sale proceeds to its entirety out of such transfer without any claim and demand from the Owner howsoever and whatsoever and the Developer hereby agrees to accept the same at and for the mutual considerations and on the terms and conditions hereinafter contained.
- 5.2. With effect from the date of execution hereof, the Developer shall have the sole and exclusive rights, authorities and entitlements (a) to develop and construct or cause to be developed and constructed the new G + III storied Building together with additional floor upon the ultimate roof upon getting sanction from the statutory authorities and/or Project at the Subject Property and (b) to administer the entire Building Project in the manner and until the period as more fully contained herein and (c) to dispose of /transfer the Developer's Allocation and realize the entire Realizations/Proceeds in respect thereof and (d) to realize the entirety of the Extras and the Deposits and the all other properties benefits and rights hereby agreed to be granted to the Developer or to which the Developer is entitled hereunder; and the Owner shall be entitled (i) to the Owner's Allocation to be delivered by the Developer to the Owner in terms hereof and (ii) all other properties benefits and rights hereby agreed to be granted to the Owners or to which the Owner is entitled hereunder on and subject to the terms and conditions hereinafter contained.
- 5.3. At the completion of the proposed G+III storied Building **entire First Floor comprising several self-contained Flats together with undivided proportionate share in the land together with undivided proportionate share in the common parts and portion of the proposed building and Two car parking space in the Ground Floor is to be allotted to the Owners towards Owners Allocation** and the Developer shall be entitled to **entitled to entire Second and entire Third Floor comprising several self-contained Flats in the said new building together with undivided proportionate share in the land together with undivided proportionate share in the common parts and portion of the proposed building and balance car parking space in the ground floor towards Developer Allocation**. The consideration for the Transfer by the Owners of the proportionate share in land comprised in the Developer's

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- 8 JAN 2022

Allocation and of all and whatever right, title and/or interest in the Developer's Allocation shall be the non-refundable advance already paid under the **Development Agreement dated 12/03/2021 Being No. 190402388 for the Year 2021** and the construction and related costs of the Owner's Allocation.

5.4. Except in accordance with any specific terms and conditions mentioned elsewhere in this Agreement, this Agreement shall not be cancelled or revoked by the Parties under any circumstances.

5.5. The New Multistoried Building and/or Project shall be constructed and completed by the Developer in the manner and as per the Building Plans and Specifications herein agreed at the Developer's cost.

6. POSSESSION:

6.1. The Owners shall **within 30 days from obtaining the sanction plan/building permit from the Kolkata Municipal Corporation** deliver vacant and peaceful physical possession of the Subject Property to the Developer for the purpose of the Project. However the Developer shall with effect from the date hereof be entitled to commence preliminary works pertaining to survey, measurement, soil testing etc., at the Subject Property and shall have full and free access to the Subject Property.

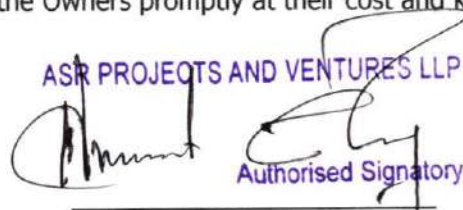
7. OBLIGATIONS OF OWNERS:

7.1. In connection with the Subject Property, in addition and without affecting to the other obligations of the Owners as envisaged elsewhere in this agreement, the Owners shall be obliged to carry out, observe and perform the following obligations:

7.1.1 MARKETABLE TITLE: The Owners shall make out and keep and maintain, at its costs, good marketable title to the Subject Property. It is recorded that the Owners has delivered copies of the documents of title in respect of the Subject Property available with him to the Developer. The Owners agrees to answer and comply with all Requisitions on title that may be raised by the Developer or its advocate upon them within 15 days of receipt thereof.

7.1.2 FREE OF ENCUMBRANCES: The Subject Property and each part thereof is and shall be free of and from all Encumbrances and in case any Encumbrance liability or outstanding arises or is detected in respect of the Subject Property or any part thereof at any time at any latter stage or in case any defect or deficiency in the title of the Subject Property arises or is detected at any time or there is any claim of possession or occupation or claims or demand of whatsoever nature if any by any person in respect of the Subject Property at any time, the same shall be forthwith rectified and cured by the Owners promptly at their cost and kind.

Lilly Day
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7.1.3 OUTSTANDING TAXES: The Owners shall pay and clear up-to-date Corporation and other tax, GR, and land revenue, etc. if any outstanding and shall keep paying the same up-to the date of delivery of possession of the Subject Property to the Developer.

7.1.4 CONTINUANCE OF ASSURED ATTRIBUTES AND REPRESENTATIONS AND WARRANTIES: The Owners shall be liable to cause and ensure that the Subject Property is fit with all other Assured Attributes and there sustain no Affecting Circumstances affecting the Subject Property or any part thereof and further that the Representations and Warranties are always applicable and duly complied with by the Owners. Without prejudice to the generality of the foregoing provisions and nonetheless in addition thereto, the Owners shall comply with the following:-

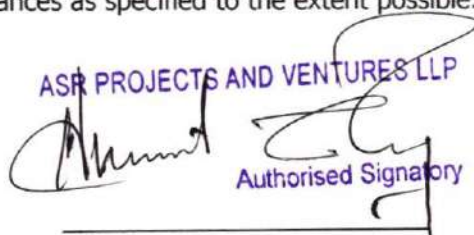
7.1.5.1 All permissions, approvals, sanctions, amalgamation, modification, no-objections and other statutory formalities for sanction of plan would be obtained by the Developer at its own cost and expenses. The Owners shall, however, sign and execute all papers, documents, plans, declarations, affidavits and other documentations whatever required for such sanction and construction as and when required by the Developer without any objection and within 7 days of the request being made and the documents being made available to the Owners. In addition to the aforesaid, the Owners shall sign, execute and register a General Power of Attorney authorizing the Developer or its officers to do, act and perform all or any of the obligations of the Owners mentioned above for development of the Project.

7.1.5.2 The Owners shall cause and ensure that there is no impediment or obstruction in the carrying out of the Project by the Developer, owing to any act, deed or thing of the Owners heretofore done or omitted to be done and if any notice or claim is received from any Appropriate Authority or any other person, to answer and satisfy the same and to ensure that there is no restriction or embargo or adverse effect on the Project whatsoever or howsoever at any time.

7.1.5.3 PAYMENT OF COSTS AND SECURITY: Except as regards the matters in which the Developer has expressly agreed to pay, all fees, costs, charges and expenses in respect of compliance of the obligations of the Owners shall be borne and paid by the Owners.

7.1.5.4 The developer shall accord the necessary assistance required by the Owners for obtaining clearances as specified to the extent possible.

Lilly Day
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- 3 JAN 2022