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भारतीय गैर न्यायिक

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INDIA NON JUDICIAL

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Additional Registrar of Assurances
Office of the Additional Registrar of Assurances
Kolkata, Transfer of Property, Kolkata
Registration Fee paid as per Article 5 of Schedule

Manish Seth
Additional Sub-Registrar
Alipore, South 24-parganas

16-02-23

THIS DEVELOPMENT AGREEMENT is made this 13th day of February, Two Thousand and Twenty-Three (2023);

BETWEEN

(1) DHANSILK INFRATECH PRIVATE LIMITED (PAN:AAFCD5923M), a Company incorporated under the Companies Act, 1956, represented by its Director **Mr. Kamal Kishore Sarda (PAN:AKUPS5209B), (Aadhaar:738004956096)** of Eliza-9, Flat No. 203, 10B, Debai Pukur Road, Uttarpara Kotrung (M), Hindmotor, Hoogly, West Bengal, Pin- 712233 **(2) EVERLINK PLAZA PRIVATE LIMITED (PAN:AAECE1767F)**, a Company incorporated under the Companies Act, 1956, represented by its Director **Mr. Kamal Kishore Sarda (PAN:AKUPS 5209B), (Aadhaar:738004956096)** of Eliza-9, Flat No. 203, 10B, Debai Pukur Road,

106606

B. K. JAIN & CO.
Advocate
64, Kiran Sankar Roy Road
Kolkata - 700001

10 JUN 2022

Rs. ..... Date .....

Name ..... 64 .....

Address .....

Vendor .....

I. CHAKRABORTY
6B, Dr. Rajendra Prasad Sarani
Kolkata - 700 001

Harsh

1501

Harsh
HARSH JAIN

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(ANKIT MURARKA)

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Identified by me
Sovik Mallick
S/o Mr. Narayan Chandra Mallick
607, Baruipur, P.O. Udaynarayanpur,
Madhyamgram, Kolkata-700129
Sovik

Uttarpara Kotrung (M), Hindmotor, Hoogly, West Bengal, Pin- 712233 **(3)** **EVERRISE PROPERTIES PRIVATE LIMITED (PAN:AAECE1768L)**, a Company incorporated under the Companies Act, 1956, represented by its Director **Mr. Kamal Kishore Sarda (PAN:AKUPS5209B), (Aadhaar:738004956096)** of Eliza-9, Flat No. 203, 10B, Debai Pukur Road, Uttarpara Kotrung (M), Hindmotor, Hoogly, West Bengal, Pin- 712233 **(4)** **FLEETEX APPARTMENT PRIVATE LIMITED (PAN:AACCF7425R)**, a Company incorporated under the Companies Act, 1956, represented by its Director **Mr. Kamal Kishore Sarda (PAN:AKUPS5209B), (Aad haar:738004956096)** of Eliza-9, Flat No. 203, 10B, Debai Pukur Road, Uttarpara Kotrung (M), Hindmotor, Hoogly, West Bengal, Pin- 712233 **(5)** **FLEETEX INFRAPROJECTS PRIVATE LIMITED (PAN:AACCF7423K)**, a Company incorporated under the Companies Act, 1956, represented by its Director **Mr. Kamal Kishore Sarda (PAN:AKUPS5209B), (Aadhaar:738004956096)** of Eliza-9, Flat No. 203, 10B, Debai Pukur Road, Uttarpara Kotrung (M), Hindmotor, Hoogly, West Bengal, Pin- 712233 **(6)** **RISEROSE HIRISE PRIVATE LIMITED (PAN:. AAHCR6148J)**, a Company incorporated under the Companies Act, 1956, represented by its Director **Mr. Braj Sen Jain (PAN:ACWPJ1468R) Aadhaar: 2856 51651634)** of 20/B/1 Shrish Chandra Chowdhury Lane, Tala, Kolkata- 700002 **(7)** **SEVENWISE PROPERTIES PRIVATE LIMITED (PAN:AAWCS6891C)**, a Company incorporated under the Companies Act, 1956, represented by its Director **Mr. Braj Sen Jain (PAN:ACWPJ1468R) Aadhaar:285651651634)** of 20/B/1 Shrish Chandra Chowdhury Lane, Tala, Kolkata- 700002 **(8)** **NISCHINT RESIDENCY PRIVATE LIMITED(PAN:AAFCN1460R)**a Company incorporated under the Companies Act, 1956, represented by its Director **Mr. Ankit Murarka (PAN:ALYPM4770E, Aadhaar:461157394834)** of 219, Bangur Avenue, Block A, Kolkata- 700055 **(9)** **OVERSURE INFRACON PRIVATE LIMITED (PAN:AACC O2668P)**, a Company incorporated under the Companies Act, 1956, represented by its Director **Mr. Braj Sen Jain (PAN:ACWPJ1468R) Aadhaar:285651651634)** of 20/B/1 Shrish Chandra Chowdhury Lane, Tala, Kolkata- 700002 **(10)** **STARPRIME CONSTRUCTION PRIVATE LIMITED (PAN:AAWCS5793B)**, a Company incorporated under the Companies Act, 1956, represented by its Director **Mr. Sutesh Kedia (PAN:ALSPK8219L, Aadhaar:915022767186)** of 34/1V,

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Ballygunge Circular Road, Kolkata- 700019. **(11)** **SWARNSATHI PROJECTS PRIVATE LIMITED** **(PAN:AAWCS5795H)**, a Company incorporated under the Companies Act, 1956, represented by its Director **Mr. Mayank Jajodia (PAN:AESPJ0291G, Aadhaar:557696248334)** of 5, Bentick Street, Lalbazar, Kolkata- 700001 **(12)** **ROCKLAND COMPLEX PRIVATE LIMITED** **(PAN:. AAHCR6150J)**, a Company incorporated under the Companies Act, 1956, represented by its Director **Mr. Braj Sen Jain (PAN:ACWPJ1468R) Aadhaar: 285651651634)** of 20/B/1 Shrish Chandra Chowdhury Lane, Tala, Kolkata- 700002 **(13)** **NEWEVER RESIDENCY PRIVATE LIMITED** **(PAN:AAFCN1461Q)**, a Company incorporated under the Companies Act, 1956, represented by its Director Mr. **Saurabh Jain (PAN: AJNPJ6933D, Aadhaar: 227691327520)** of No 62, Nalini Sett Road, Barabazar, Kolkata- 700001 **(14)** **FLOWTOP INFRAPROJECTS PRIVATE LIMITED** **(PAN:AACCF7653H)**, a Company incorporated under the Companies Act, 1956, represented by its Director **Mr. Kamal Kishore Sarda (PAN:AKUPS5209B), (Aadhaar:738004956096)** of Eliza-9, Flat No. 203, 10B, Debai Pukur Road, Uttarpara Kotrung (M), Hindmotor, Hoogly, West Bengal, Pin-712233 **(15)** **TOPFLOW HOUSING PRIVATE LIMITED** **(PAN:AAFCT6672F)**, a Company incorporated under the Companies Act, 1956, represented by its Director **Mr. Rrahul Bengani (PAN:AGIPB3150C, Aadhaar:623034744109)** of Abhinandan, 9, Lower Rawdon Street, Kolkata- 700020, All Nos.1 to 15 abovenamed are having their respective registered offices at Bhasa, P.O. Bishnupur, District – 24-Parganas (South), PIN – 743 503 and all are represented by **Mr. Ankit Murarka (PAN:ALYPM4770E, Aadhaar:461157394834)** of 219, Bangur Avenue, Block A, Kolkata- 700055 being the Director of Messers **NISCHINT RESIDENCY PRIVATE LIMITED** by virtue of registered Power of Attorney dated 7th June,2022 company as per the POA executed and are collectively hereinafter referred to as the **"OWNERS"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor or successors-in-office and/or permitted assigns) of the **ONE PART**;

AND

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MESSRS JOKA VATIKA PROJECTS (PAN:AASFJ3789K,), a Partnership Firm, having its registered office at "Arrjavv Park", 54A, Sarat Bose Road, 5th Floor, Police Station - Ballygunge, Kolkata - 700 025 represented by its Partner **Mr. Harsh Jain (PAN:ACLPJ5319A), (Aadhaar:623358749223)** son of Mr. Mahendra Kumar Jain, residing at 34/1V, Ballygunge Circular Road, Kolkata - 700019, hereinafter referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-office and/or permitted assigns) of the **OTHER PART :**

WHEREAS :-

A. In this Agreement wherever the context so permits the Owners and the Developer are collectively referred to as the "Parties" and individually as "Party".

B. Messrs Naga Hills Ply Industries Private Limited was originally the owner of land in aggregate measuring 10.6650 Acres situated within Mouza - Bhasa, J.L. No.20, P.S. Bishnupur, District 24-Parganas (South) (**"said Land"**).

C. The said owner Messrs Naga Hills Ply Industries Private Limited sold the "said Land" in favour of Messrs Bennett Coleman & Co. Ltd. by virtue of an Indenture of Conveyance dated the 4th November, 2006 registered in Book No.I, Volume No.I, Pages 1 to 21, Being No.16103 for the year 2006 at the office of the A.R.A.-I, Kolkata.

D. By a registered Deed of Declaration dated the 26th June, 2007 made between Messrs Naga Hills Ply Industries Private Limited and Messrs Bennett Coleman & Co. Ltd. registered in Book No.I, being Deed No.07620 for the year 2007 at the office of A.R.A.-I, Kolkata, the said Deed of Conveyance dated the 4th November, 2006 was modified.

E. Messrs Bennett Coleman & Co. Ltd. duly applied for and got its name mutated as the owner of the "said Land" vide Khatian No.2233 in the records of B.L.& L.R.O., Bishnupur-I, South 24-Parganas.

F. By virtue of orders dated 14.10.2011, 20.10.2011 and 2.12.2011 passed by the Hon'ble High Court of Judicature at Bombay in the Scheme proceedings under

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G. In the premises aforesaid, Messrs Bennett Property Holdings Co. Ltd. had become the owner of the "said Land" and they got their name mutated vide Khatian No.4402 in the records of the B.L.&L.R.O, Bishnupur-I, South 24-Parganas.

H. By virtue of 15(fifteen) several registered Deeds of Conveyance ,the Owners herein respectively purchased several pieces and parcels of land collectively measuring about 115 Decimals comprised with Mouza - Bhasa, Diamond Harbour Road, P.S. Bishnupur, District 24-Parganas (South), PIN - 743 503, more fully detailed in the ***First Schedule*** hereunder written (hereinafter collectively referred to as the **"said Plots of Land"** and individually **"Land Parcel"**). The detailed particulars of the said 15(fifteen) Deeds of Conveyance are mentioned in the ***Second Schedule*** hereunder written. The said fifteen companies appointed **Nischint Residency Private Limited** as their authorized representative and applied for sanction plan to develop the said piece of land jointly.

I. By Power of Attorney dated the 7th day of June 2022 registered in Book No. I, Volume No. 1603-2022, Pages from 308770 to 308821, Being No 160308788 for the year 2022 at the office of DSR-III, South 24 parganas the Owners abovenamed jointly constituted, retained and appointed Messrs **Nischint Residency Private Limited** having registered office at No. Bhasa, P.O. Bishnupur, District- 24 Parganas (South), Pin-743503 and its Directors to apply for and obtain all necessary permissions, clearances and sanctions including sanction of Building Plan and further to appoint Developer and/or Contractor for development of the "said Plots of Land" and construction of the proposed Phase-I Project and also to do all acts, deeds, matters and things for the purpose.

J. In pursuance of the said Power of Attorney dated the 7h day of June 2022 the said Messrs **Nischint Residency Private Limited** and its Directors duly applied for obtained Plan bearing No. 702/832/3/KMDA dated 21.11.2022 sanctioned by the competent authority for development of the "said Plots of Land" and construction of the said proposed Phase-I Project ("Sanctioned Plan").

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J. In pursuance of the said Power of Attorney dated the 7h day of June 2022 the said Messrs **Nischint Residency Private Limited** and its Directors duly applied for obtained Plan bearing No. 702/832/3/KMDA dated 21.11.2022 sanctioned by the competent authority for development of the "said Plots of Land" and construction of the said proposed Phase-I Project ("Sanctioned Plan").

K. The Owners abovenamed have since jointly agreed and decided to retain and appoint Messrs Joka Vatika Projects as the Developer to undertake development of the "said Plots of Land", described in the ***First Schedule*** hereunder written and construction of Phase-I Project consisting of Villas, Bungalows, Flats, Units and other spaces thereat at or for the agreed consideration and on agreed terms and conditions.

L. The parties hereto have thus agreed to enter into definitive agreement and further to record the various terms and conditions for development of the "said Plots of Land" and construction of Phase-I Project consisting of Villas, Bungalows, Flats, Units and other spaces thereat respectively for and on account and on behalf of the Owners by the Developer.

NOW THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants, terms, conditions and understandings set forth in this Agreement and other good and valuable consideration, the parties hereto with the intent to be legally bound, hereby agree as hereunder.

1. **DEFINITIONS:** In this Agreement, unless it be contrary or repugnant to the subject or context, the under mentioned terms or expressions shall have meanings as follows: -

1.1. **"Act"** – shall mean the Real Estate (Regulation & Development) Act, 2016;

1.2. **"Architect"** shall mean the Architect/s who may be retained and/or appointed by the Developer for designing and planning of the said development work as also for supervising the carrying out of the said development work and construction of Villas, Bungalows, Flats and other

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spaces of the proposed Phase-I Project as per the sanctioned plan as also the Panchayat/ Municipal laws and the Building Rules.

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

1.4. "**Approvals**" shall mean and include any approvals, authorizations, permissions, no objection certificates, clearances, permits, sanctions, licenses, etc., in any form, whatsoever, including all renewals, revalidations, rectifications, revisions thereof and irrespective of its nomenclature which may be required under any Applicable Law from any Government Authority for sanction of Plans, construction, development, management, operation, implementation and for completing of the proposed Phase-I Project, including any Completion Certificate and any Occupancy Certificate;

1.5. "**Association**" shall mean an association, syndicate, committee, body, society or company which would comprise one representative from each of the Units as its members and which may be formed or incorporated at the instance of the Developer for the Common Purposes with such rules and regulations as shall be framed by the Developer for the purpose of common use and enjoyment of the Common Areas, Installations, Facilities and amenities;

1.6. "**Buyers**" shall mean and include the intending Buyers/ Transferees of villas, bungalows, flats, car parking spaces and other saleable spaces, at the Phase-I Project.

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1.7. "**Carpet Area**" of the Units shall mean and include the net usable floor area of a villa, bungalow, flat and unit excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

1.8. "**Car Parking Spaces**" shall mean and include car parking spaces both covered and open at the Phase-I Project.

1.9. "**Common Parts**" shall mean and include the common parts and areas of the Project including entrances, corridors, lobbies, landings, stairs, paths, passages, ways, common installation, underground and overhead water reservoirs, water pipes, water Pump and motor, the sewerage and drainage connection pipes and other common areas, and spaces as may be meant for the common use and the same for the beneficial use and enjoyment of the units at the Phase-I Project.

1.10. "**Change of Law**" shall mean any new law coming or new law given effect to after the Effective Date of any such laws which directly affects the Developer's and/or the Owners' performance under the Agreement in a material way;

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 and all other expenses for the Common Purpose including those as may be decided by the Developer and the same to be proportionately contributed, borne, paid and shared by the buyers.

1.12. "**Competent Authority**" shall mean and include the Municipality/*Gram Panchayat/ Zilla Parishad* as also any other authorities empowered to approve and/or sanction the building plan by or under any law for the

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time being in force. And shall also include all other authorities as applicable for completion of the Project.

1.13. "**Development Work**" shall mean and include development of the "said Plots of Land" and construction of the proposed Phase-I Project thereat by the Developer as per the Sanctioned Plan and also as per the Panchayet/Municipal laws and the Building Rules.

1.14. "**Developer's Allocation**" shall mean and include the **70% (seventy percent)** of the Total Sale Proceeds of the Units comprised in the Phase-I Project as per the provisions contained in **Clause** hereunder .

1.15. "**Force Majeure**" shall mean any event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any acts, omission, breach or violation by such Party of any of its obligations under this Agreement but which arises from, or is attributable to acts of God, natural calamities, accidents, unforeseen occurrences, acts, events, omissions or accidents, which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightning, cyclone, typhoon, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder or other industrial action, strike, terrorist action, civil commotion or any Government or Court Order;

1.16. **"Maintenance-In-Charge"** shall mean any Association/Company to be formed or incorporated by the Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained and shall include the Developer or such agency or any outside agency to be appointed by the Developer. Till the formation of such Association and handing over charge of the Project by the

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Developer to the Association for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

1.17. "**Owners' Allocation**" shall mean and include **30% (thirty percent)** of the Total Sale Proceeds of the Units comprised in the Phase-I Project as per the provisions contained in **Clause** hereunder

1.18. **Project**" shall mean and include Phase-I Project consisting of Bungalows, houses, villas, residential Flats, parking spaces and other spaces along with 5(five) feet high boundary wall as also required passages, pathways and roadways to be constructed at or upon the "said Plots of Land" as per the sanctioned plan which has been issued and/or approved by the competent authority and as per the Building Rules.

1.19. "**Said Plots of Land**" shall mean and include **All That** the several pieces or parcels of **Plots of Land** containing by measurement an area of **115 (one hundred and fifteen) Decimals** be the same a little more or less, situate lying at and comprised within Mouza - Bhasa, J.L. 20, P.S. Bishnupur, District 24-Parganas (South), more fully described in the ***First Schedule*** hereunder written.

1.20. "**Sanctioned Plan**" shall mean and include the building Plan which has been sanctioned and/or approved by the competent authority as also all other concerned government authorities for development of the said Project and construction in one or more phases, several bungalows, villas, houses, flats and other spaces along with boundary wall as also required paths, passages and roadways as also include the renewed, revised and/or modified and/or other Plans, elevations, designs, maps, drawings and other specifications.

1.21. **"Specification"** - shall mean the specification for development of the said Project and construction of several houses, bungalows, flats and other

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spaces at or upon the "said Plots of Land" and the same as mentioned in the ***Third Schedule*** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

1.22. **"Title Deeds"** - shall mean the documents of title of the Owners in respect of their respective land parcels, the detailed particulars whereof are stated in the ***Second Schedule*** hereunder written.

1.23. **"Transfer"** - with its grammatical variations shall mean transfer by executing and registering the deed of conveyance for transfer of the concerned unit along with impartible proportionate share in the land comprised in the said "Plots of Land".

1.24. "**Total Sale Proceeds**" shall mean and include the amounts as may be received, realised and/or collected by the Developer from the intending buyers towards consideration against sale or otherwise disposal of several bungalows, houses, villas, flats, car parkings and other spaces of the said Phase-I Project and the same excluding the "EXCLUDED RECEIPTS".

1.25. "**Units**" shall mean and include bungalows, villas, flats, houses and other spaces (shall mean and include independent housing units with separate facilities for living, cooking and sanitary requirements, distinctly separated from other residential units within a villa or bungalow, which is directly accessible from an outer door or through an interior door in a shared hallway) and Car parking Spaces, which would be available for independent use and occupation at the said Project.

1.26. "**Regulations**" - shall mean the Regulations made under the Real Estate (Regulation and Development) Act, 2016;

1.27. **"Rules"** -shall mean the Rules made under the Real Estate (Regulation and Development) Act, 2016;

2. <u>INTERPRETATION</u> :

In the interpretation of this Agreement, the following rules of interpretation shall apply, unless the contrary intention appears:

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2.1. References to any law shall include any statutes and/or rules and/or regulations made or guidelines issued thereunder, and any other rules, regulations, guidelines, policy statements, orders or judgments having the force of law, and in each case, as amended, modified, restated or supplemented from time to time;

2.2. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have the corresponding meanings;

2.3. Headings have been incorporated in this Agreement only for convenience of reference, and shall not in isolation or otherwise be considered or affect the construction or interpretation of this Agreement;

2.4. Reference to this Agreement or to any of the provisions hereof shall include all amendments and modifications made to this Agreement in writing from time to time by the Parties hereto;

2.5. In the event of any inconsistency between the Clauses and the Schedules/ Annexures hereto, the Clauses of this Agreement shall prevail;

2.6. No provision of this Agreement shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft thereof;

2.7. Words in the singular include the plural and vice versa, and words importing any gender include all genders;

2.8. A reference to a Clause, a Sub-Clause, an Article, a Schedule or an Annexure is a reference to a Clause, a Sub-Clause, an Article, a Schedule or an Annexure, as the case may be, of, or to, this Agreement;

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2.9. The Recitals, Schedules and Annexures comprise a part of the operative provisions of this Agreement, and references to this Agreement shall include references to the Recitals, Schedules and Annexures hereof/hereto;

2.10. The term "or" shall not be exclusive, and the terms "herein", "hereof", "hereto" and "hereunder" and other terms of similar import shall refer to this Agreement as a whole and not merely to the specific provision where such term(s) may appear;

2.11. Each of the representations and warranties provided/recorded in this Agreement are independent of the other representations and warranties in this Agreement, and unless the contrary is expressly stated, no Recital or Clause in this Agreement limits the extent or application of another Recital or Clause;

2.12. The words "include", "including" and "amongst others" shall be construed without limitation and further shall be deemed to be followed by "without limitation" or "but not limited to", whether or not they are followed by such phrases or words of like import;

2.13. The words "directly or indirectly" mean directly or indirectly through one or more intermediary Persons or through contractual or other legal arrangements, and "direct" or "indirect" shall have the correlative meanings;

2.14. An obligation of a Party to do something shall include an obligation to ensure that the same shall be done, and an obligation on the part of a Party not to do something shall include an obligation not to permit, suffer or allow the same to be done;

2.15. All approvals/consents to be granted by any of the Parties under this Agreement and/or any mutual agreements to be arrived at between the Parties, shall be in writing;

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2.16. For the purposes of this Agreement, the "knowledge" of the Party of a fact, matter, circumstance or thing, shall include facts, matters or things which such Party knew of or ought reasonably to have known of, following due enquiry.

3. MUTUAL COVENANTS:

3.1. The Owners and the Developer jointly and severally represent and covenant with each other as follows:

(a) The Parties are competent and have undisputed authority to enter into this Agreement and both the Owners and Developer are competent to perform their respective obligations hereunder.

(b) This Agreement constitutes valid, legally binding and enforceable obligations;

(c) Both the Owners and the Developer shall take such further steps and do or commit such further acts and also execute and deliver such further instruments and documents and generally to do all such other things as may be reasonably necessary to accomplish the Development of the "said Plots of Land" and/or the said Phase-I Project in such manner as contemplated in this Agreement; and

(d) The execution and/or performance of this Agreement will not conflict with or cause a breach of or constitute a default under any judgment, injunction, order, decree or any agreement or other instrument binding upon the Owners and/or the Developer.

(e) The mutual obligations and covenants as envisaged in this Agreement shall remain valid, undisturbed, binding on both the Parties, unless either of the Party is barred by any Order, Decree, Judgment of any court of competent jurisdiction which directly or in directly affect the "said Plots of Land" and/or development of the said Phase-I Project and/or this Agreement.

4. OWNERS' REPRESENTATIONS:

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The Owners declare and confirm to have made the under-mentioned various representations and assurances to the Developer.

4.1. The Owners are the owners of their respective land parcels and are jointly the absolute owners in respect of the "said Plots of Land", more fully described in the ***First Schedule*** hereunder written.

4.2. The "said Plots of Land" are free from all encumbrances, mortgages, charges, *liens, lispendens*, claims, demands, liabilities, attachments, leases, tenancies, debutter, wakf and trusts whatsoever created made done or suffered by the Owners or Owners' predecessors-in-title.

4.3. The Owners have full power and absolute authority to enter into the instant Development Agreement as also to entrust the Developer development of the "said Plots of Land" and that there are no bar or restrain order of any Court of Law nor any other impediment of any nature for the Owners to entrust the development of the "said Plots of Land" to the Developer as per the terms herein recorded.

4.4. The Owners have not entered into any other Agreement and/or Arrangement and/or Understanding with any other person or party for sale and/or development or otherwise disposal of the "said Plots of Land", which is subsisting on the date of execution hereof.

4.5. The Land Revenue, municipal taxes/panchayet taxes and all other rates, taxes and outgoings whatsoever on account and in respect of the "said Plots of Land", have been paid up to date by the Owners and that in case of any amount being found to be lawfully due and payable on account of such rates and taxes for the period up to the date of this Agreement the Owners herein shall pay the same and in this regard, the Developer herein shall also be at liberty to pay the same in the name and on behalf of the Owners, subject to the term that the Owners shall pay and/or reimburse

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the same to the Developer for the period it is liable in terms of this Agreement.

4.6. The "said Plots of Land" are not affected by any acquisition or requisition proceeding nor are the same subject to any covenant, restriction, stipulation, easement or reservation or other such right, which may adversely affect the "said Plots of Land" and/or the development thereof.

4.7. The "said Plots of Land" are not adversely affected by any notice or proceeding under the provisions of the West Bengal Estates Acquisition Act 1953 and/or the West Bengal Land Reforms Act 1955.

4.8. There are no subsisting agreement or arrangement entered into by the Owners concerning sale, mortgage, lease, tenancy or otherwise transfer of the "said Plots of Land" or any part thereof nor is there subsisting any dealing of the Owners with the same in any manner whatsoever;

4.9. The "said Plots of Land" are not adversely affected by any provision of the West Bengal Estates Acquisition Act, 1953.

4.10. The Owners have not created any registered or equitable mortgage or any other mortgage or charge or lien on the "said Plots of Land" or any part thereof.

4.11. Save except the registered Power of Attorney dated 7th June, 2022 in favor of Messer **Nischint Residency Private Limited** as aforesaid the Owners have not executed any power of attorney in respect of the "said Plots of Land" or any part thereof for any purpose whatsoever in favour of any person nor any power of attorney is in force as on the date of this Agreement.

4.12. The "said Plots of Land" are not affected by any attachment including attachment under any certificate case or any proceeding started at the instance of income tax authorities or other Government authorities under the Public Demands Recovery Act, 1913 as applicable, or under any other

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Acts/similar legislation or otherwise whatsoever or howsoever and there is no certificate case or proceeding against the Owners for realization of any arrears as contemplated above.

4.13. No suits and/or any other proceedings and/or litigations are pending against the Owners in respect of the "said Plots of Land" or any part thereof and the "said Plots of Land" are not involved in any civil, criminal or arbitration proceedings and no such proceedings and claims of any nature whatsoever are pending or threatened by or against the Owners in respect of the "said Plots of Land" or any part thereof.

4.14. The Owners have not done or permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the development of the "said Plots of Land" in the manner contemplated in this Agreement.

4.15. There is no dispute with any revenue or other financial department of the State or Central Government or with any other statutory or public authority in relation to the affairs of the "said Plots of Land" and there are no facts currently existing, which may give rise to any such dispute.

4.16. The Owners shall not, during the subsistence of this Agreement, transfer, alienate, encumber, mortgage, lease, create any charge and/or deal with the "said Plots of Land" or any part thereof in any manner except as provided in this Agreement.

4.17. The execution of this Agreement constitutes valid and legally binding obligations of the Owners, enforceable in accordance with its terms.

4.18. The Owners and each of them shall indemnify the Developer in connection to any loss, damage, demands, claims, etc. which may arise due to any inherent defect in the title of the Owners over in respect of their respective land parcels and/or the "said Plots of Land".

5. **DEVELOPER'S REPRESENTATIONS :**

5.1. The Developer has sufficient knowledge and expertise in the matter of development of immovable properties and construction of new buildings, houses, villas, bungalows, flats and other spaces.

5.2. The Developer has sufficient means of necessary finance for carrying out the development of the "said Plots of Land" and/or construction of the proposed Phase-I Project.

5.3. The Developer shall carry out and complete the development in respect of the "said Plots of Land" and/or construction of the said Phase-I Project within **42 (forty two) months** with grace period of further **6 (six) months** from the date of this Agreement or issuance of Sanctioned Plan, whichever is later and the same strictly in accordance with the plan has been obtained/ sanction from and/or approved by the competent authority and the same as per the relevant Municipal Laws/ Panchayat Laws as may be applicable and building Rules relating to the development of immovable properties and/or construction of the said Project and further strictly as per the provisions contained in these presents.

6. **TITLE - INDEMNIFICATION :**

6.1. The Developer is prima facie satisfied as to the title of the Owners in respect of their respective land parcels and/or the "said Plots of Land" and has completely relied on the aforesaid representations made by the Owners.

6.2. In the event of any person claiming any right in respect of all or any of the land parcels or the "said Plots of Land" or portion thereof or in the event of there being any defect in title it shall be the obligation of the concerned owner to cure such defects at its own costs and shall keep the Developer and/or its successor and/or successors saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.

7. **COMMENCEMENT DATE AND DURATION :**

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7.1. This Agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of execution and registration of these presents (hereinafter referred to as the "Commencement Date").

7.2. This agreement shall remain in full force and effect until such time the said Phase-I Project is completed in all respects.

8. **DEVELOPMENT WORK:**

8.1. The Owners being desirous of development of the "said Plots of Land" have duly appointed and/or hereby appoint the Developer as the Developer and/or Builder and further entrusted to the Developer herein the exclusive right to undertake and carry out development of the "said Plots of Land" and construction of the said Project including the driveway/pathway/passage as also boundary wall thereat as per the sanctioned plan and on the terms and conditions herein recorded.

8.2. The Developer hereby accepts its appointment as the Builder and/or Developer in respect of the "said Plots of Land" and further agree to undertake and carryout the said project of development of the "said Plots of Land" and construction of the proposed Project including the driveway/pathway/passage as also boundary wall as per the Sanctioned Plans thereat in the manner and within the time and on the terms and conditions herein recorded.

8.3. The Owners hereby agree to allow the Developer to undertake development of the "said Plots of Land" in accordance with the 'Sanctioned Plan'.

8.4. The Owners agree that the Developer shall be entitled to:-

(i) appoint any contractor to carry out development of the "said Plots of Land"/Project on the terms recorded herein;

(ii) appoint professional team; and

(iii) consume such floor area ratio for the entirety of the "said Plots of Land" as the Developer may in their absolute discretion decide;

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8.5. For and on account of the "said Project" consisting development of the "said Plots of Land" including construction of the said "Driveway/ Pathway/Passage" and the "Boundary Wall", the Developer herein shall be entitled to the following rights :-

(a) Determine at its sole discretion, the detailed design and components of the Project as also the mode and manner of execution and implementation thereof, subject to the understanding that the said Phase-I Project to be constructed at the "said Plots of Land" will be with the basic specifications of the Villas, Bungalows and Units as detailed in the ***Third Schedule*** hereunder written, on the clear and unequivocal understanding and agreement that such detailed specifications may be changed and/or modified as may be required by the Developer from time to time at its absolute discretion;

(b) Cause the "said Plots of Land" surveyed and the soil tested and also cause to be prepared the plans including the revisions, alterations, modifications thereto as the Developer may deem fit and proper;

(c) Appoint Architects, Surveyors, Engineers (civil, structural, mechanical, electrical amongst others), Contractors, Specialists, Valuers, Consultants, Agencies, Service Providers and other person(s) in connection with the development of the "said Plots of Land" and construction of the Phase-I Project including development of the "Driveway/Pathway/Passage" and construction of the "Boundary Wall";

(d) Construct and/or lay internal roads, drainage facilities, water supply facilities, sewage disposal facilities and electricity supply lines and/or other required "Facilities & Amenities" at the Phase-I Project;

(e) Sell and/or create any manner of right, title or interest over/in respect of the various villas, bungalows, units and other saleable

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spaces comprising the Phase-I Project at the "said Plots of Land" in pursuance of this agreement, at such consideration and on such terms and conditions, as be solely and exclusively decided by the Developer;

(f) Mortgage, create any charge, lien etc. on/in respect of any and/or all the land parcels and/or the "said Plots of Land" and/or any part or portion of the Phase-I Project and the same in order to obtain financial assistance from any bank(s) and/or financial institution(s) as the Developer may at its discretion decide for the purpose of execution and implementation of the Project;

(g) Secure the occupancy certificate, completion certificate, approvals, certificates, consents relating to fire, sewage, airport clearance, environmental clearance and all other certificates/approvals/ licenses/consents required for the execution and implementation of the Phase-I Project;

(h) Do, execute and perform such other acts, deeds, things, etc. as may be required to ensure the smooth execution, implementation and completion of the development of the "said Plots of Land" and construction of the said Phase-I Project;

8.6. The Development contemplated in this Agreement is not in the nature of a Partnership or an Association of Persons as contemplated either under the Indian Partnership Act, 1932 or under the Income Tax Act, 1961 or an agency or a joint ownership or any other legal relationship between the parties hereto except as specifically provided herein.

8.7. The Owners would have uninterrupted and unhindered right to inspect the development work, without prior permission of the Developer during normal working hours.

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8.8. It is hereby expressly agreed by and between the parties hereto that the possession of the "said Plots of Land" for development is not being given nor intended to be given to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act, 1882.

8.9. The Parties hereby declare and confirm that by virtue of the Developer entering upon the "said Plots of Land" for carrying out the works of development and construction, the same will not amount to taking over of possession of the "said Plots of Land" for development. It is expressly agreed and declared that juridical possession of the "said Plots of Land" for development shall vest in the Owners until such time the development is completed in all regards.

9. **DEVELOPER'S OBLIGATIONS/COVENANTS:**

9.1. In consideration of the premises aforesaid and subject to the provisions contained in this Agreement, the Developer hereby agrees and undertakes to carry out the Development of the "said Plots of Land" and/or construction of the said Phase-I Project including the driveway/pathway /passage as also boundary wall and the same in accordance with the sanctioned plans and as per the municipal/ *panchayet* laws and building rules and upon observing fulfilling and performing all the terms and conditions of this Agreement.

9.2. The Developer has obtained necessary plans duly sanctioned by the competent authority as also all necessary permissions, clearances, approvals and No objections from the competent authority and/or the concerned departments as may be required for carrying out and completing the development of the "said Plots of Land" and/or construction of the said Project as per provision of Municipal/ Panchayet Laws. The Developer shall cause to be prepared the plans for construction

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of the Project by causing and ensuring the consumption of maximum permissible Floor Area Ratio (**FAR**).

9.3. The Developer shall also be responsible for soil testing, ground leveling at its own costs.

9.4. The Developer herein, shall be responsible to arrange all finances and/or funds and/or moneys as may from time to time be necessary or required for completing and/or carrying out development of the "said Plots of Land" and/or construction of the said Project and in this respect, the Owners shall not in any manner be liable or responsible.

9.5. The Developer shall not require the Owners to provide finance for the project and/or to pay the costs of carrying out and/or completing the development of the "said Plots of Land" and/or construction of the proposed Project.

9.6. The development of the "said Plots of Land" and/or construction of the said Project shall be made and the same complete in all respect including installation of electrical connection and fittings, water pumps, municipal water, sewerage and drainage connections, plumbing and sanitary fittings as also overhead and under-ground water reservoirs and all other common parts. All the Bungalows, Villas, Flats and other Units in the said Project shall be made habitable in accordance with the agreed Specifications mentioned in the ***Third Schedule*** hereunder written.

9.7. The development work and/or construction of the said Project shall be carried out and/or completed by use of standard building materials, sanitary and electrical fittings and the same as per the specifications mentioned in the ***Third Schedule*** hereunder written and also as may be approved and recommended by the Architect. In carrying out the construction of the said Project, the Developer shall use the steel and cement strictly as per the agreed Specifications and otherwise as per sizes

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and quality as may be recommended by the Architect. It is made clear that no sub-standard material shall be used for carrying out or completing the construction of the said Project.

9.8. The Developer herein shall solely be responsible for the structural stability of the units and for the soundness of the construction and be liable for all claims and actions, which may arise due to deviation from the sanctioned plan and/or infringement or violation of the municipal/panchayet laws or other state laws and/or in respect of workmanship or quality of materials used and/or for any delay or default in respect of the construction and completion of the said Project and/or for any delay or default pertaining to the Occupation Certificate and other clearances and permissions in respect of the Project.

9.9. The Developer shall keep the Owners indemnified and harmless against all third party claims and actions arising out of any act of commission or omission on the part of the Developer in relation to its obligations towards the development of the "said Plots of Land" and/or construction of the said Units or the said Project.

9.10. The Developer shall duly apply for and obtain electricity, water, sewerage, drainage and other connections at the Project and shall also obtain necessary occupation certificate from the Municipality/Gram Panchayat as be required under the statutes.

9.11. The Developer herein shall, unless prevented by Force Majeure reasons, **(a)** carry out and complete the development of the "said Plots of Land" and construction of the Project and **(b)** obtain completion certificate from the Architect of the Project and also **(c)** apply for occupation certificate in respect of the project from the Municipality/ Gram Panchayet and/or the Zilla Parishad and/or competent authority, all positively within **42 (forty two) months** from the date of this Agreement or sanction of the Plans from

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the Competent Authority, whichever is later and the same with a grace period of 6 (six) months (hereinafter referred to as the "**Project Completion Date**").

9.12. The Developer shall complete the construction work of the said Project within the period as contemplated hereinabove. In case the construction work is stopped owing to Force Majeure, the time so wasted will be excluded from the time limit of construction period.

9.13. The Developer herein shall not be considered to be liable for any default or breach of its obligations hereunder to the extent that the performances of such obligations are prevented by the existence of the force majeure causes. The obligations of the Developer shall remain suspended during the duration of the force majeure and further keep the Owners informed of the same.

9.14. The Developer herein shall, notwithstanding anything to the contrary contained in this Agreement, solely be responsible for planning the project, development of the "said Plots of Land" and construction of the proposed Project, making publicity and marketing the project and also selling or otherwise disposing of the Units of the said Project and for management, maintenance and administration of the Project and its Common Parts until handing over to the Association and to observe, fulfill and perform all the terms and conditions hereof in connection therewith.

9.15. The Developer shall facilitate the Owners for compliance of all their obligations.

9.16. The Developer shall adhere to and abide by its obligations and responsibilities under this Agreement and as per the Applicable Laws. The Developer shall neither directly or indirectly, undertake or cause/permit to be undertaken, any activity which is either illegal or in-contravention of the provisions of this Agreement and/or the Applicable Laws;

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10. OWNERS' OBLIGATIONS/COVENANTS

10.1. Each of the Owners herein shall bear and pay the land revenue, municipal taxes and all other rates, taxes and outgoings on account and in respect of their respective land parcels till the date of execution of this Agreement.

10.2. The Owners undertake to act in good faith towards the Developer (and any appointed and/or designated contractor) so that the said Project can be successfully completed in the manner contemplated herein.

10.3. The Owners shall not in any manner transfer or otherwise encumber their respective ownership right and further maintain good and marketable title in respect of their respective land parcels and/or the "said Plots of Land" till the sale of the proportionate share in the "said Plots of Land" in favour of the intending buyers and further duly reply and comply with the requisitions as may from time to time be made by or on behalf of the intending buyers and/or bankers.

10.4. The Owners shall as per their obligation render their best co-operation and assistance to the Developer in the matter of the Developer commencing, carrying out and completing the development of the "said Plots of Land" and/or construction of the said Phase-I Project including the driveway/pathway/passage as also boundary wall, as may from time to time be necessary or required.

10.5. The Owners shall not do nor permit anyone to do or commit any act deed matter or thing, which may in any manner cause obstruction and/or interference in the Developer carrying out and completing the development of the "said Plots of Land" and/or construction of the said Phase-I Project including the driveway/pathway/passage as also boundary wall by the Developer.

10.6. The Owners shall sign, execute and deliver all necessary papers, applications, plans, sketches, maps, designs and other documents as may

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from time to time be prepared by the Developer at the costs and expenses of the Developer in conformity of the terms and conditions hereof and required by the Developer for obtaining original Sanctioned Plan from the Competent Authority in the name of the Owners. The Owners shall render all sorts of co-operation to the Developer, as may be required by the Developer to complete the intending development work of the "said Plots of Land".

10.7. The Owners shall from time to time sign execute and deliver all applications, papers, documents and declarations as may be required to enable the Developer to apply for and obtain telephone, gas, electricity, internet, telex, sewerage, water, drainage connections and other public utility and essential services in or upon the said Project and/or as may be required for carrying out and/or completing the said development work and/or construction of the said Project.

10.8. The Owners shall sign, execute and deliver all necessary papers, applications and other documents as may from time to time be prepared by the Developer at the costs and expenses of the Developer in conformity of the terms and conditions hereof and required by the Developer for obtaining conversion of the said several land parcels and/or the "said Plots of Land" from the Competent Authority as may be required by the Developer in the name of the Owners. Each of the Owners shall render all sorts of co-operation to the Developer, as may be required by the Developer for conversion of the "said Plots of Land" and/or the said several land parcels.

10.9. The Owners shall sign, execute and deliver all necessary papers, applications and other documents as may from time to time be prepared by the Developer in conformity of the terms and conditions hereof and required by the Developer for obtaining all requisite statutory

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clearances/permissions/approvals under various Acts, as may be required by the Developer in the name of the Owners. The Owners shall render all sorts of co-operation to the Developer, as may be required by the Developer in this regard.

10.10. It is further clarified that if any other clearances, certificates, no objection certificates, conversions, mutations etc., in respect of the said several land parcels and/or the "said Plots of Land" is required whether for the purpose of sanction or construction or anything relating thereto, the Developer shall obtain the same in the name of the Owners.

10.11. If any existing clearances, certificates, no objection certificates, conversions, mutations already obtained by the Owners and provided to the Developer are found to be defective or unlawfully obtained, the Developer would apply for and obtain the same in the name and at the risk and cost of the Owners. Provided also that in the event of the existing clearance Certificates, No-objection Certificates, Conversions and Mutations already obtained by the Owners are found to be defective or unlawful, should the Developer despite its efforts is not able to obtain such Clearance Certificates, No-objection Certificates, Conversions and Mutations, the Developer shall not in any manner be liable for the same.

10.12. It is clarified that if the Owners' title and/or representation in respect of their respective land parcels and/or the "said Plots of Land" as aforesaid is found defective or untrue, then the Developer will rectify the same and/or settle the dispute and/or claim thereof on behalf of the concerned Owners and the loss or expenses incurred by the Developer with regard to the said rectification and/or settlement of the said dispute and/or claim shall be adjusted from the Owners' Allocation at the first instance.

10.13. Simultaneously with the execution of this Agreement, each of the Owners have handed over under accountable receipt to the Developer, the originals

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of each of their respective Title Deeds as and by way of security to, inter alia, enable the Developer with the prior consent of the Owners to deposit the same for creation of equitable mortgage by deposit of Title Deeds in terms of this Agreement.

10.14. None of the Owners shall be entitled to assign or transfer their respective rights and/or novate any of their respective obligations under this Agreement to any Third Party.

10.15. Subsequent to settlement of the revenue share account between the parties the Developer shall make over the original title deeds to the Association to be formed by the Developer for its safe custody and the Association shall be bound by the covenants to produce the title deeds to be contained in the Transfer Documents.

10.16. Each of the Owners shall also be liable to clear the prior khajnas and panchayet taxes in respect of their respective land parcels.

10.17. Each of the Owners shall be liable to bear all costs and expenses for any correction of records in B.L.&L.R.O. regarding their respective land parcels and/or the "said Plots of Land".

10.18. Each of the Owners shall get their respective names recorded in respect of their respective land parcels in the concerned B.L.& L.R.O. at their own cost and expenses.

10.19. The Owners shall if so required, adhere to and abide by their obligations and responsibilities under this Agreement and as per the Applicable Laws. The Owners shall neither directly or indirectly, undertake or cause/permit to be undertaken, any activity which is either illegal or in-contravention of the provisions of this Agreement and/or the Applicable Laws;

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10.20. Each of the Owners is entitled to obtain conversion / change in nature of use of their respective land parcels i.e. to "bastu" and/or "bahutal abasan" for the purpose of development envisaged in this agreement at their own costs and expenses.

10.21. In order to facilitate the Developer to undertake the Project and/or for speedy construction, erection, completion and implementation of development of the "said Plots of Land"/Project and to, inter alia :

(a) exercise the Development Rights;

(b) exercise the rights granted under this Agreement;

(c) sell, transfer or otherwise dispose of undivided share in any part or portion of the land comprised in each of the land parcels;

Without prejudice to and in addition to each of the other powers, rights and authorities granted by each of the Owners in favour of the Developer, the Owners hereby and hereunder appoint the Developer, as their respective constituted attorney and authorized representative, inter alia, for each of the aforesaid purposes and in respect of each of their respective land parcels and further the Owners herein would further grant irrevocable powers in favour of the Developer and/or its nominees by way of separate Power of Attorney, with the intent and purpose that each of the Owners shall be bound by the acts, deeds and things done, executed and performed by the Developer and/or its nominee(s) in pursuance of such powers.

10.22. Each of the Owners hereby agree to execute and register further requisite specific Power of Attorney as may be required by the Developer from time to time.

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10.23. In addition to the specific power of attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans, etc. required for the purpose of securing all approvals, permissions etc., as contemplated herein, within 7 (seven) days of request being made by the Developer.

10.24. The Owners shall be responsible for the title of their respective land parcels and shall ensure to keep the same marketable and free from all encumbrances.

10.25. The Owners herein shall not in any manner encumber, sell or otherwise deal with their respective land parcels and/or the "said Plots of Land" nor part with possession of the "said Plots of Land", in any manner whatsoever.

11. CONSTRUCTION WORK:

11.1. The construction of the said Project shall be strictly as per the Municipal/Panchayet Laws and/or the Building rules, regulations and byelaws framed there under and the same strictly in accordance with the sanctioned plan. In this respect, the Developer shall keep the Owners absolutely indemnified and harmless against all actions claims and demands whatsoever as may be made due to construction of the said Project and/or any accident or untoward incident arising at the site due to construction and/or the said development work being in deviation from the sanctioned plans and/or in violation of the Municipal/ Panchayet Laws and/or the Rules, regulations and bye-laws there under.

11.2. The Developer herein shall appoint and employ such masons, mistries, managers, supervisors and other employees for carrying out the said development work and/or construction of the said Project as the Developer shall think proper. In this respect, it is made clear that the

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Developer herein shall solely be responsible and/or liable for payment of salaries, wages, and/or remuneration of the masons, mistries, supervisors, chowkidars and durwans as also other staff and employees, who may be appointed and/or employed by the Developer for carrying out the said development work and/or construction of the Project and to comply with all applicable laws connected therewith and in this respect, the Owners shall not in any manner be responsible.

11.3. The Developer herein shall appoint the Architect at its discretion, as also retain and appoint Engineer and Contractor for carrying out of the said development work and/or construction of the Project, as the Developer shall think proper. The payment of all remunerations and/or fees of the Architects, Engineers and Contractors as may be so appointed shall be incurred and paid by the Developer and in this respect the Owners shall not in any manner be liable.

11.4. The works of development of the "said Plots of Land" and/or construction of the proposed Project by the Developer shall be by use of standard quality building materials and the same as per the recommendations of the Architects and also as per the specifications mentioned in the ***Third Schedule*** hereunder written.

11.5. Both the Parties shall exclusively be liable towards their part for registering itself and complying with all provisions of the Real Estates (Regulation & Development) Act and/or the Rules and Regulations thereunder.

11.6. The Developer hereby assures that the Owners would not suffer due to any lapses and/or negligence on the part of the Developer in carrying out the development or construction subject to compliance of all obligations by the Owners.

11.7. The Owners shall provide all the approvals, permissions, no objection certificates, etc. relating to the development of the "said Plots of Land" and

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the construction of the Units to the Developer immediately upon they being obtained by the Owners.

11.8. It is hereby expressly agreed by and between the parties hereto that the possession of the "said Plots of Land" for development is not being given nor intended to be given to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act, 1972 read with Section 2(47)(V) of the Income Tax Act, 1961.

11.9. The parties hereto hereby declare and confirm that by virtue of the Developer entering upon the "said Plots of Land" for carrying out the works of development and construction, the same will not amount to taking over of possession of the "said Plots of Land" for development. It is expressly agreed and declared that juridical possession of the "said Plots of Land" for development shall always vest in the Owners until such time the development is completed in all regards.

12. **BORROWING & FUNDING FOR THE PROJECT :**

12.1. It is recorded that the Owners have consented for the Developer raising loans from any financial institution and accordingly, the Owners would at the request of the Developer cause such parts or portions of the "said Plots of Land" as be determined by the Developer 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 be determined by the Developer in favour of bank(s) and/or financial institution(s) identified by the Developer.

12.2. It is agreed and understood that for the purpose of raising funds, the Developer shall be entitled to create a charge/mortgage/ encumbrance on all and/or any of the Villas, Bungalows, Flats, Units and other structures constructed/erected on the "said Plots of Land".

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12.3. The Developer shall, however, remain liable and responsible for the repayment of the specific borrowings and shall keep the "said Plots of Land" and also each of the Owners safe, harmless and indemnified in respect thereof.

13. MANAGEMENT & MAINTENANCE OF THE PROJECT :

13.1. It is agreed that on completion of the development of the Project as per this Agreement, the Developer shall manage, maintain and administer the Project until formation of the Association and after formation of the Association, the management and maintenance of the Project shall be entrusted to the Association, subject to and in accordance with the terms in respect thereof as stipulated by the Developer.

14. WAIVER :

14.1. No waiver of any term or condition or provision of this Agreement or of any breach of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the party waiving such provision or breach.

15. ENTIRE AGREEMENT :

15.1. This Agreement constitutes and sets forth the entire Agreement between the parties. This Agreement supersedes all earlier understandings (written or otherwise) between the parties in respect of the "said Plots of Land".

16. AMENDMENT :

16.1. No modification or amendment to this Agreement shall be valid or binding unless made in writing and duly executed by each of the parties.

17. COSTS AND EXPENSES :

17.1. All costs, charges and expenses towards stamp duty and the registration charges payable on account of execution and registration of this Agreement shall be borne and paid by the Developer.

18. COUNTERPARTS :

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18.1. This Agreement is being executed simultaneously in duplicate, each of which shall be deemed to be an original and both of which will constitute one and the same instrument.

19. ARBITRATION :

19.1. All disputes and differences between the parties hereto in any way touching or concerning this Agreement or as regards the interpretation scope or effect of any of the terms and conditions herein contained or as regards the rights and liabilities of the parties hereto shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment thereto for the time being in force.

THE FIRST SCHEDULE ABOVE REFERRED TO

Name of the Owner	R.S. Dag No.	L.R. Dag No.	Khatian No.	Area (Decimal)	Share Percentage
Dhansilk Infratech Private Limited	1537	1586	4449	10	8.70%
Everlink Plaza Private Limited	1537	1586	4506	10	8.70%
Everrise Properties Private Limited	1537	1586	4528	10	8.70%
Fleetex Apartment Private Limited	1537	1586	4502	3	2.60%
Fleetex Infraprojects Private Limited	1537	1586	4508	10	8.70%
Riserose Hirise Private Limited	1537	1586	4466	10	8.70%
Sevenwise Properties Private Limited	1537	1586	4474	8	6.95%
Nischint Residency Private Limited	1532	1581	4523	5	4.34%
Oversure Infracon Private Limited	1532	1581	4517	2	1.73%

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Oversure Infracon Private Limited	1535	1584	4517	3	2.60%
Starprime Construction Private Limited	1500	1546	4509	10	8.70%
Swarnsathi Projects Private Limited	1500	1546	4465	10	8.70%
Rockland Complex Private Limited	1536	1585	4513	10	8.70%
Newever Residency Private Limited	1536	1585	4472	2	1.74%
Flowtop Infraprojects Private Limited	1499	1545	4417	10	8.70%
Topflow Housing Private Limited	1499	1545	4426	2	1.74%
				Total	115 Decimals

THE SECOND SCHEDULE ABOVE REFERRED TO

Name of Owners	Being no.	Book No.	Volume No.	Page No.	Registry office
DHANSLIK INFRATECH PRIVATE LIMITED	02901 of 2016	I	1604-2016	81382-81404	D.S.R.-IV , South 24 Parganas
EVERLINK PLAZA PRIVATE LIMITED	02897 of 2016	I	1604-2016	81045-81427	D.S.R.-IV , South 24 Parganas
EVERRISE PROPERTIES PRIVATE LIMITED	02890 of 2016	I	1604-2016	81451 - 81473	D.S.R.-IV , South 24 Parganas
FLEETEX APPARTMENT PRIVATE LIMITED	03087 of 2016	I	1604-2016	83971 - 83993	D.S.R.-IV , South 24 Parganas
FLEETEX INFRAPROJECTS PRIVATE LIMITED	03082 of 2016	I	1604-2016	83948-83970	D.S.R.-IV , South 24 Parganas
RISEROSE HIRISE PRIVATE LIMITED	02895 of 2016	I	1604-2016	81172-81196	D.S.R.-IV , South 24 Parganas
SEVENWISE PROPERTIES PRIVATE LIMITED	03017 of 2016	I	1604-2016	82016-82038	D.S.R.-IV , South 24 Parganas
NISCHINT RESIDENCY PRIVATE LIMITED	03042 of 2016	I	1604-2016	82592-82614	D.S.R.-IV , South 24 Parganas
OVERSURE INFRACON PRIVATE LIMITED	03175 of 2016	I	1604-2016	86525-86548	D.S.R.-IV , South 24 Parganas
OVERSURE INFRACON PRIVATE LIMITED	03175 of 2016	I	1604-2016	86525-	D.S.R.-IV , South 24 Parganas

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				86548	
STARPRIME CONSTRUCTION PRIVATE LIMITED	03149 of 2016	I	1604-2016	86138-86160	D.S.R.-IV , South 24 Parganas
SWARNSATHI PROJECTS PRIVATE LIMITED	03154 of 2016	I	1604-2016	86046-86068	D.S.R.-IV , South 24 Parganas
ROCKLAND COMPLEX PRIVATE LIMITED	02900 of 2016	I	1604-2016	81266-81288	D.S.R.-IV , South 24 Parganas
NEWEVER RESIDENCY PRIVATE LIMITED	03176 of 2016	I	1604-2016	86573-86596	D.S.R.-IV , South 24 Parganas
FLOWTOP INFRAPROJECTS PRIVATE LIMITED	02912 of 2016	I	1604-2016	79143 - 79165	D.S.R.-IV , South 24 Parganas
TOPFLOW HOUSINGPRIVATE LIMITED	03167 of 2016	I	1604-2016	86355-86378	D.S.R.-IV , South 24 Parganas

THE THIRD SCHEDULE ABOVE REFERRED TO

[Specifications]

SPECIFICATIONS OF THE APARTMENT/UNITS		
Structure	:	**RCC framed structure**
Living Room / Dining Area		
Flooring	:	Vitrified Tiles
Wall	:	Ready to paint
Ceiling	:	Ready to paint
Main door	:	Doors Installed
Internal doors	:	Doors Installed
Windows/ Glazing	:	Aluminum windows
Electrical	:	Modular switches
Bedrooms		
Flooring	:	Vitrified Tiles
Wall	:	Ready to paint
Ceiling	:	Ready to paint
Internal doors	:	Doors Installed
Windows/ Glazing	:	Aluminum windows
Electrical	:	Modular switches

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Balcony		
Flooring	:	Tiles
Wall	:	Painted
Ceiling	:	Painted
Railing	:	Railing Installed
Electrical	:	Modular switches
Kitchen		
Flooring	:	Tiles
Wall	:	Ceramic tiles up to 2ft height above kitchen counter
Door	:	Doors Installed
Windows/ Glazing	:	Aluminum windows
Electrical	:	Modular switches
Toilets		
Flooring	:	Anti-skid Tiles
Wall	:	Tiles up to false ceiling height
Door	:	Doors Installed
Windows/ Glazing	:	Aluminum windows with provision of exhaust fan
Sanitary ware	:	WC , Wash basin
Electrical	:	Modular switches
Helper's Room		
Flooring	:	Tiles
Door	:	Door Installed
Helper's Toilet		
Flooring	:	Tiles
Wall	:	Tiles upto Lintel Level
Door	:	Doors Installed
Windows/ Glazing	:	Aluminum windows

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3 FEB 2023

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

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

1) Sneha Chakraborty
W/O Sukanta Chakraborty
11 NO. Panchanantala Road,
Sukchar, Kol- 700115.

2) Soumik Mallick
S/o Mr. Narayan Chandra Mallick
604, Basunagar, Udayarajpur,
Madhyamgram, Kolkata- 700129

NISCHINT RESIDENCY PRIVATE LIMITED
(ANKIT MURARKA) Director
As a Constituted attorney of
(1) DHANSILK INFRATECH PRIVATE LIMITED
(2) EVERLINK PLAZA PRIVATE LIMITED
(3) EVERRISE PROPERTIES PRIVATE LIMITED
(4) FLEETEX APPARTMENT PRIVATE LIMITED
(5) FLEETEX INFRAPROJECTS PRIVATE LIMITED
(6) RISEROSE HIRISE PRIVATE LIMITED
(7) SEVENWISE PROPERTIES PRIVATE LIMITED
(8) NISCHINT RESIDENCY PRIVATE LIMITED
(9) OVERSURE INFRACON PRIVATE LIMITED
(10) STARPRIME CONSTRUCTION PRIVATE LIMITED
(11) SWARNSATHI PROJECTS PRIVATE LIMITED
(12) ROCKLAND COMPLEX PRIVATE LIMITED
(13) NEWEVER RESIDENCY PRIVATE LIMITED
(14) FLOWTOP INFRAPROJECTS PRIVATE LIMITED
(15) TOPFLOW HOUSING PRIVATE LIMITED

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

1) Sneha Chakraborty
2) Soumik Mallick

Joka Vatika Projects
Partner/Authorised Signatory

Non judicial stamp for this deed purchased by Adv. B.K.JAIN. on behalf of Owners
Drafted & Prepared by:-
PRAKASH JAIN(Advocate) Prakash Jain Adv.
Sealdah Civil Court, Kolkata.
Enrolment No. F-2027/1987/2017.

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SPECIMEN FORM FOR TEN FINGERPRINTS

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

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

Sourav K Mallick		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Left Hand					
		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Right Hand					

PHOTO

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

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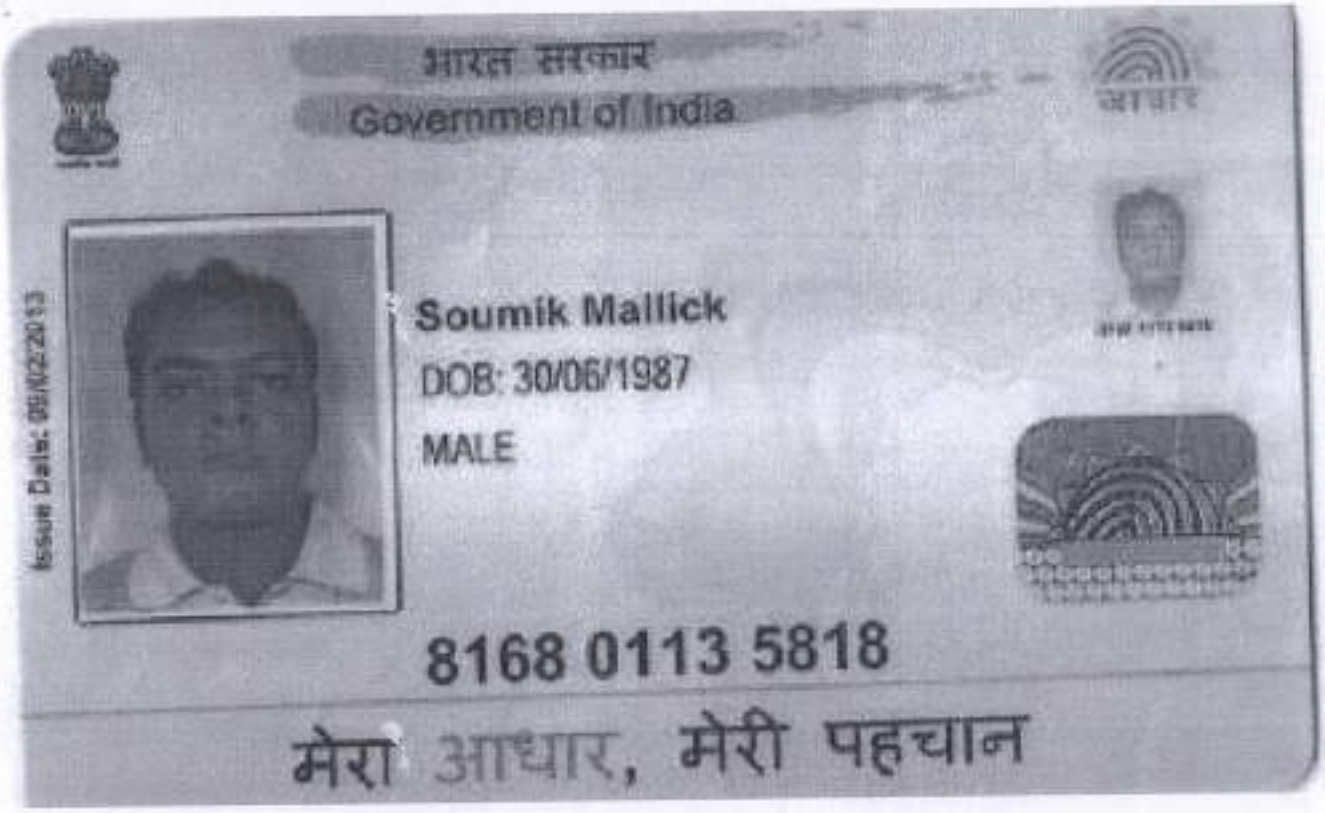
भारत सरकार
Government of India
आधार
Issue Date: 08/02/2013
Soumik Mallick
DOB: 30/06/1987
MALE
8168 0113 5818
मेरा आधार, मेरी पहचान

Major Information of the Deed

Deed No :	I-1603-02291/2023	Date of Registration	16/02/2023
Query No / Year	1603-2000267110/2023	Office where deed is registered	
Query Date	01/02/2023 1:37:51 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	B Mandal Thana : Hare Street, District : Kolkata, WEST BENGAL, Mobile No. : 9093467437, Status :Solicitor firm		
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. 3,87,89,616/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 75,020/- (Article:48(g))		Rs. 53/- (Article:E, E)	
Remarks			

Land Details :

District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: PASCHIM BISHNUPUR, Mouza: Bhasa, Jl No: 20, Pin Code : 743503

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-1537	RS-4518	Bastu	Shali	10 Dec		31,44,623/-	Property is on Road
L2	RS-1537	RS-4504	Bastu	Shali	10 Dec		31,44,623/-	Property is on Road
L3	RS-1537	RS-4439	Bastu	Shali	10 Dec		31,44,623/-	Property is on Road
L4	RS-1537	RS-4502	Bastu	Shali	7 Dec		22,01,236/-	Property is on Road
L5	RS-1509	RS-4485	Bastu	Shali	3 Dec		10,73,918/-	Property is on Road
L6	RS-1529	RS-4447	Bastu	Shali	2 Dec		6,28,925/-	Property is on Road
L7	RS-1510	RS-4447	Bastu	Shali	4 Dec		14,31,891/-	Property is on Road
L8	RS-1530	RS-4444	Bastu	Shali	10 Dec		31,44,623/-	Property is on Road
L9	RS-1529	RS-4505	Bastu	Shali	10 Dec		31,44,623/-	Property is on Road
L10	RS-1531	RS-4472	Bastu	Shali	8 Dec		25,15,698/-	Property is on Road
L11	RS-1532	RS-4462	Bastu	Shali	10 Dec		31,44,623/-	Property is on Road
L12	RS-1532	RS-4512	Bastu	Shali	10 Dec		31,44,623/-	Property is on Road
L13	RS-1511	RS-4483	Bastu	Shali	10 Dec		35,79,728/-	Property is on Road

L14	RS-1530	RS-4469	Bastu	Shali	10 Dec		31,44,623/-	Property is on Road
L15	RS-1530	RS-4514	Bastu	Shali	7 Dec		22,01,236/-	Property is on Road
		TOTAL :			**121Dec**	**0 /-**	**387,89,616 /-**	
	Grand Total :				**121Dec**	**0 /-**	**387,89,616 /-**	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**ALL NEW BUILDERS PRIVATE LIMITED** Bhasa, City:- Not Specified, P.O:- Bishnupur, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 743503 , PAN No.:: AAxxxxxx7F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	**AMRITLAXMI NIKETAN PRIVATE LIMITED** Bhasa, City:- Not Specified, P.O:- Bishnupur, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 743503 , PAN No.:: AAxxxxxx8L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
3	**AMRITRASHI TOWERS PRIVATE LIMITED** Bhasa, City:- Not Specified, P.O:- Bishnupur, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 743503 , PAN No.:: AAxxxxxx9M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
4	**FLEETEX APPARTMENT PRIVATE LIMITED** Block/Sector: Bhasa, City:- Not Specified, P.O:- Bishnupur, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 743502 , PAN No.:: AAxxxxxx5R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
5	**KALASHSIDHI PROMOTERS PRIVATE LIMITED** Bhasa, City:- Not Specified, P.O:- Bishnupur, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 743503 , PAN No.:: AAxxxxxx5L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
6	**KALYANKARI PROMOTERS PRIVATE LIMITED** City:- Not Specified, P.O:- Bishnupur, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 743503 , PAN No.:: AAxxxxxx4M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
7	**MADHUDHAN HIRISE PRIVATE LIMITED** Bhasa, City:- Not Specified, P.O:- Bishnupur, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 743503 , PAN No.:: AAxxxxxx1Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
8	**MAKELIFE COMPLEX PRIVATE LIMITED** Bhasa, City:- Not Specified, P.O:- Bishnupur, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 743503 , PAN No.:: AAxxxxxx0R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
9	**NEWEVER RESIDENCY PRIVATE LIMITED** Bhasa, City:- Not Specified, P.O:- Bishnupur, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 743503 , PAN No.:: AAxxxxxx1Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

10	**NIRMALKUNJ TOWERS PRIVATE LIMITED** Bhasa, City:- Not Specified, P.O:- Bishnupur, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 743503 , PAN No.:: AAxxxxxx9E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
11	**KHUSHI APPARTMENT PRIVATE LIMITED** Bhasa, City:- Not Specified, P.O:- Bishnupur, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 743503 , PAN No.:: AAxxxxxx7J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
12	**LAXMIDHAN INFRATECH PRIVATE LIMITED** Bhasa, City:- Not Specified, P.O:- Bishnupur, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 743503 , PAN No.:: AAxxxxxx1L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
13	**LINKLIKE PLAZA PRIVATE LIMITED** Bhasa, City:- Not Specified, P.O:- Bishnupur, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 743503 , PAN No.:: AAxxxxxx0M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
14	**MAHAMANI APPARTMENT PRIVATE LIMITED** Bhasa, City:- Not Specified, P.O:- Bishnupur, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 743503 , PAN No.:: AAxxxxxx9A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**JOKA VATIKA PROJECTS** ARRJAVV PARK, 54A, Sarat Bose Road, 5th Floor, City:- Not Specified, P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700025 , PAN No.:: AAxxxxxx9K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**Mr Kamal Kishore Sarda** Son of Mangilal Sarda Liza-9, Flat No. 203, 10B, Debai Pukur Road, City:- Not Specified, P.O:- Hindmotor, P.S:-Uttarpara, District:-Hooghly, West Bengal, India, PIN:- 712233, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: AKxxxxxx9B, Aadhaar No: 73xxxxxxxx6096 Status : Representative, Representative of : ALL NEW BUILDERS PRIVATE LIMITED (as Constituted Attorney), AMRITLAXMI NIKETAN PRIVATE LIMITED (as Constituted Attorney), AMRITRASHI TOWERS PRIVATE LIMITED (as Constituted Attorney), FLEETEX APPARTMENT PRIVATE LIMITED (as Director), KALASHSIDHI PROMOTERS PRIVATE LIMITED (as Constituted Attorney), KALYANKARI PROMOTERS PRIVATE LIMITED (as Constituted Attorney), MADHUDHAN HIRISE PRIVATE LIMITED (as Constituted Attorney), MAKELIFE COMPLEX PRIVATE LIMITED (as Constituted Attorney), NEWEVER RESIDENCY PRIVATE LIMITED (as Constituted Attorney), NIRMALKUNJ TOWERS PRIVATE LIMITED (as Constituted Attorney), KHUSHI APPARTMENT PRIVATE LIMITED (as Constituted Attorney), LAXMIDHAN INFRATECH PRIVATE LIMITED (as Constituted Attorney), LINKLIKE PLAZA PRIVATE LIMITED (as Constituted Attorney), MAHAMANI APPARTMENT PRIVATE LIMITED (as Constituted Attorney)
2	**Mr Harsh Jain (Presentant)** Son of Mr Mahendra Kumar Jain 34/1V, Ballygunge Circular Road, City:- Not Specified, P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: ACxxxxxx9A, Aadhaar No: 62xxxxxxxx9223 Status : Representative, Representative of : JOKA VATIKA PROJECTS (as Partner)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Soumik Mallick Son of Narayan Chandra Mallick 607, Basunagar, Udayrajpur, City:- , P.O:- Madhyamgram, P.S:-Barasat, District:- North 24-Parganas, West Bengal, India, PIN:- 700129			
Identifier Of Mr Kamal Kishore Sarda, Mr Harsh Jain			

Transfer of property for L1		
Sl.No	**From**	**To. with area (Name-Area)**
1	ALL NEW BUILDERS PRIVATE LIMITED	JOKA VATIKA PROJECTS-10 Dec
Transfer of property for L10		
Sl.No	**From**	**To. with area (Name-Area)**
1	NEWEVER RESIDENCY PRIVATE LIMITED	JOKA VATIKA PROJECTS-8 Dec
Transfer of property for L11		
Sl.No	**From**	**To. with area (Name-Area)**
1	NIRMALKUNJ TOWERS PRIVATE LIMITED	JOKA VATIKA PROJECTS-10 Dec
Transfer of property for L12		
Sl.No	**From**	**To. with area (Name-Area)**
1	KHUSHI APPARTMENT PRIVATE LIMITED	JOKA VATIKA PROJECTS-10 Dec
Transfer of property for L13		
Sl.No	**From**	**To. with area (Name-Area)**
1	LAXMIDHAN INFRATECH PRIVATE LIMITED	JOKA VATIKA PROJECTS-10 Dec
Transfer of property for L14		
Sl.No	**From**	**To. with area (Name-Area)**
1	LINKLIKE PLAZA PRIVATE LIMITED	JOKA VATIKA PROJECTS-10 Dec
Transfer of property for L15		
Sl.No	**From**	**To. with area (Name-Area)**
1	MAHAMANI APPARTMENT PRIVATE LIMITED	JOKA VATIKA PROJECTS-7 Dec
Transfer of property for L2		
Sl.No	**From**	**To. with area (Name-Area)**
1	AMRITLAXMI NIKETAN PRIVATE LIMITED	JOKA VATIKA PROJECTS-10 Dec
Transfer of property for L3		
Sl.No	**From**	**To. with area (Name-Area)**
1	AMRITRASHI TOWERS PRIVATE LIMITED	JOKA VATIKA PROJECTS-10 Dec

Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	FLEETEX APPARTMENT PRIVATE LIMITED	JOKA VATIKA PROJECTS-7 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	KALASHSIDHI PROMOTERS PRIVATE LIMITED	JOKA VATIKA PROJECTS-3 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	KALYANKARI PROMOTERS PRIVATE LIMITED	JOKA VATIKA PROJECTS-2 Dec
Transfer of property for L7		
Sl.No	From	To. with area (Name-Area)
1	KALYANKARI PROMOTERS PRIVATE LIMITED	JOKA VATIKA PROJECTS-4 Dec
Transfer of property for L8		
Sl.No	From	To. with area (Name-Area)
1	MADHUDHAN HIRISE PRIVATE LIMITED	JOKA VATIKA PROJECTS-10 Dec
Transfer of property for L9		
Sl.No	From	To. with area (Name-Area)
1	MAKELIFE COMPLEX PRIVATE LIMITED	JOKA VATIKA PROJECTS-10 Dec

Endorsement For Deed Number : I - 160302291 / 2023

On 13-02-2023

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

Presented for registration at 14:40 hrs on 13-02-2023, at the Private residence by Mr Harsh Jain ,.

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 3,87,89,616/-

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

Execution is admitted on 13-02-2023 by Mr Kamal Kishore Sarda, Constituted Attorney, ALL NEW BUILDERS PRIVATE LIMITED, Bhasa, City:- Not Specified, P.O:- Bishnupur, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 743503; Constituted Attorney, AMRITLAXMI NIKETAN PRIVATE LIMITED, Bhasa, City:- Not Specified, P.O:- Bishnupur, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 743503; Constituted Attorney, AMRITRASHI TOWERS PRIVATE LIMITED, Bhasa, City:- Not Specified, P.O:- Bishnupur, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 743503; Constituted Attorney, KALASHSIDHI PROMOTERS PRIVATE LIMITED, Bhasa, City:- Not Specified, P.O:- Bishnupur, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 743503; Constituted Attorney, KALYANKARI PROMOTERS PRIVATE LIMITED, City:- Not Specified, P.O:- Bishnupur, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 743503; Constituted Attorney, MADHUDHAN HIRISE PRIVATE LIMITED, Bhasa, City:- Not Specified, P.O:- Bishnupur, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 743503; Constituted Attorney, MAKELIFE COMPLEX PRIVATE LIMITED, Bhasa, City:- Not Specified, P.O:- Bishnupur, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 743503; Constituted Attorney, NEWEVER RESIDENCY PRIVATE LIMITED, Bhasa, City:- Not Specified, P.O:- Bishnupur, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 743503; Constituted Attorney, NIRMALKUNJ TOWERS PRIVATE LIMITED, Bhasa, City:- Not Specified, P.O:- Bishnupur, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 743503; Constituted Attorney, KHUSHI APPARTMENT PRIVATE LIMITED, Bhasa, City:- Not Specified, P.O:- Bishnupur, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 743503; Constituted Attorney, LAXMIDHAN INFRATECH PRIVATE LIMITED, Bhasa, City:- Not Specified, P.O:- Bishnupur, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 743503; Constituted Attorney, LINKLIKE PLAZA PRIVATE LIMITED, Bhasa, City:- Not Specified, P.O:- Bishnupur, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 743503; Constituted Attorney, MAHAMANI APPARTMENT PRIVATE LIMITED, Bhasa, City:- Not Specified, P.O:- Bishnupur, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 743503; Director, FLEETEX APPARTMENT PRIVATE LIMITED, Block/Sector: Bhasa, City:- Not Specified, P.O:- Bishnupur, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 743502

Indetified by Mr Soumik Mallick, , , Son of Narayan Chandra Mallick, 607, Basunagar, Udayrajpur, P.O: Madhyamgram, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700129, by caste Hindu, by profession Service

Execution is admitted on 13-02-2023 by Mr Harsh Jain, Partner, JOKA VATIKA PROJECTS, ARRJAVV PARK, 54A, Sarat Bose Road, 5th Floor, City:- Not Specified, P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700025

Indetified by Mr Soumik Mallick, , , Son of Narayan Chandra Mallick, 607, Basunagar, Udayrajpur, P.O: Madhyamgram, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700129, 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 15-02-2023

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 03/02/2023 4:17PM with Govt. Ref. No: 192022230280009431 on 03-02-2023, Amount Rs: 21/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 2035774537 on 03-02-2023, 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 by online = Rs 74,920/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/02/2023 4:17PM with Govt. Ref. No: 192022230280009431 on 03-02-2023, Amount Rs: 74,920/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 2035774537 on 03-02-2023, 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 16-02-2023

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
1. Stamp: Type: Impressed, Serial no 106606, Amount: Rs.100.00/-, Date of Purchase: 10/06/2022, Vendor name: I Chakraborty

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.

Registered in Book - I

Volume number 1603-2023, Page from 75685 to 75734

being No 160302291 for the year 2023.

Seal of the District Sub-Registrar III, South 24 Parganas, South 24 Parganas

Digitally signed by Debasish Dhar
Date: 2023.02.17 15:33:14 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2023/02/17 03:33:14 PM

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

West Bengal.

(This document is digitally signed.)