

12874/2023

12604/2023



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AN 867117



15.05/2023
 1/9
 21/08/2023
 26.7.2023
 30/146716/

Certified that the Document is admitted of Registration. The Signature Sheet and the endorsement sheet attached to this document are the part this Document.

Additional Registrar of Assurances-IV, Kolkata

1 SEP 2023

Additional Registrar of Assurances-IV, Kolkata

JOINT VENTURE AGREEMENT

THIS AGREEMENT made this 31st day of August Two Thousand and Twenty Three (2023)

[Handwritten signatures]
 Sanjay Gupta
 P. R.
 Anand

18787

Sold to Kalad Sda Am
 Address La, o po Street Kds 10007
 Value 1.51

23 AUG 2023

L.S.V., High Court
 Abhijit Sarkar
 High Court, A.S



સુધારા અથવા સુધારા માટે
 આ દસ્તાવેજને સંબંધિત
 માહિતી મુજબ સુધારા કરવા
 જરૂરી છે.

આ દસ્તાવેજને
 સુધારવા માટે

2023-08-23



આ દસ્તાવેજને
 સુધારવા માટે
 જરૂરી છે.

REGISTRAR OF ASSURANCES - KOLKATA

- 1 SEP 2023



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



192023240199951188

GRN Details

GRN:	192023240199951188	Payment Mode:	SBI Epay
GRN Date:	01/09/2023 18:26:01	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	8322016010225	BRN Date:	01/09/2023 18:27:06
Gateway Ref ID:	5037827289	Method:	Indian Bank NB
GRIPS Payment ID:	010920232019995117	Payment Init. Date:	01/09/2023 18:26:01
Payment Status:	Successful	Payment Ref. No:	2002183685/10/2023

[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr Krishnakant Agarwal
Address:	10/1F Diamond harbor road Eastern distributors
Mobile:	8420596055
Email:	krish.agrwla@gmail.com
Period From (dd/mm/yyyy):	01/09/2023
Period To (dd/mm/yyyy):	01/09/2023
Payment Ref ID:	2002183685/10/2023
Dept Ref ID/DRN:	2002183685/10/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002183685/10/2023	Property Registration- Stamp duty	0030-02-103-003-02	35000
2	2002183685/10/2023	Property Registration- Registration Fees	0030-03-104-001-16	84
			Total	35084

IN WORDS: THIRTY FIVE THOUSAND EIGHTY FOUR ONLY.

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



192023240189684908

GRN Details

GRN: 192023240189684908 Payment Mode: SBI Epay
GRN Date: 26/08/2023 17:48:03 Bank/Gateway: SBIEpay Payment Gateway
BRN : 1623898644215 BRN Date: 26/08/2023 17:50:31
Gateway Ref ID: 5021395759 Method: Indian Bank NB
GRIPS Payment ID: 260820232018968489 Payment Init. Date: 26/08/2023 17:48:03
Payment Status: Successful Payment Ref. No: 2002183685/5/2023
[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr Krishnakant Agarwal
Address: 10/1F Diamond harbor road Eastern distributors
Mobile: 8420596055
EMail: krish.agrwla@gmail.com
Period From (dd/mm/yyyy): 26/08/2023
Period To (dd/mm/yyyy): 26/08/2023
Payment Ref ID: 2002183685/5/2023
Dept Ref ID/DRN: 2002183685/5/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002183685/5/2023	Property Registration- Stamp duty	0030-02-103-003-02	39921
2	2002183685/5/2023	Property Registration- Registration Fees	0030-03-104-001-16	1021
			Total	40942

IN WORDS: FORTY THOUSAND NINE HUNDRED FORTY TWO ONLY.

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BETWEEN

(1) **(SHRI) AJAY GUPTA (AADHAR NO. 32471202993) (PAN: ADYPG8737D)** son of Shri Devendra Kumar Gupta, by faith – Hindu, by occupation - Business residing at A-74, Lake Gardens, Police Station – Lake, Post Office – Lake Gardens, Kolkata – 700045 and (2) **(SMT.) SUNITA GUPTA (AADHAR NO. 452448699482) (PAN: AHNPG8662L)** Wife of Shri. Ajay Gupta, by faith - Hindu, by occupation - Housewife, residing at A-74, Lake Gardens, Police Station – Lake, Post Office – Lake Gardens, Kolkata - 700045 hereinafter referred to as “**the OWNERS**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs executors administrators legal representatives and/or assigns) of the **ONE PART**

AND

(M/S.) JN BSA SHARANAM REALTORS LLP (PAN:AATFJ6025D), a Limited Liability Partnership Firm having its Registered Office at 23B, N. S. Road, Police Station – Hare Street, Post Office – G.P.O, Kolkata – 700 001 represented by its Partners **RISHI KUNJ GOENKA (PAN AMCPG2269B; AADHAAR (8079-1405-1606)** son of Mr. Rajkumar Goenka residing at SATYAM TOWERS” Flat No. 8B/3, 3, Alipore Road, Kolkata-700027, and **ROHIT AGARWAL (PAN AGCPA1986H) AADHAAR 3585 5917 1574)** son of Prabhat Kumar Agarwal residing at 38, Ho-Chi-Minh Sarani, Sarsuna, P.O. Sarsuna, P.S. Behala, Kolkata-700061 hereinafter referred to as “**the DEVELOPER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-office and/or assigns) of the **OTHER PART:**

1. **PART-I # DEFINITIONS & INTERPRETATION:**1.1 **DEFINITIONS:**

Unless in this Power in terms of Development Agreement there be something contrary or repugnant to the subject or context:-

Ajay Gupta

Rohit Agarwal

JN BSA

- 1.1.1 **"Subject Property"** shall mean the pieces or parcels of contiguous and adjacent lands in one combined parcel in **MOUZA- BORAL** and morefully and particularly described in the **FIRST SCHEDULE** hereunder written and include all constructions thereat and appurtenances thereof;
- 1.1.2 **"Building Complex"** shall mean and include the new building to be constructed at the Subject Property with the Common Areas and Installations;
- 1.1.3 **"Building Plans"** shall mean the one or more plans including revised plan for construction of the New Buildings to be caused to be sanctioned from the Appropriate Authorities and include all modifications and/or alterations as may be made thereto;
- 1.1.4 **"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 from time to time for use in common with rights to the Developer to keep or specify any part or parts of the Common Areas and Installations as being meant for use by the select category or group of Transferees and such other persons as the Developer may deem fit and proper. A tentative list of the proposed Common Areas and Installations is mentioned as the **SECOND SCHEDULE** hereunder written but the same is subject to modifications or changes as may be made by the Developer therein;
- 1.1.5 **"Added Areas"** shall mean landed property adjacent to or near the Subject Property that may be included by the Developer in the project development area
- 1.1.6 **"Appropriate/Competent 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 Rajpur Sonarpur Municipality, B.L.& L.R.O., D.L.&L.R.O., Collector, electricity provider, water providers, utility providers, Police Authorities, Pollution Control Authorities, Fire Service Authorities, Planning Authority, Development Authority and shall also include any Government Company;

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- 1.1.7 **"Individual Buildings"** shall mean the several individual buildings marked as Block to be constructed from time to time at the Subject Property;
- 1.1.8 **"Agreed Proportion"** shall mean the proportion of sharing of the Owners' Allocation inter se amongst the Owners as mentioned in the **FOURTH SCHEDULE** hereto;
- 1.1.9 **"Transfer"** with its grammatical variations shall include transfers by sale, lease, letting out, grants, exclusive rights or otherwise in respect of the Flat/Apartment, shop, office, commercial unit, semi commercial unit etc.;
- 1.1.10 **"Owners' Named Representative"** shall, unless changed by intimation in writing given by the Owners to the Developer hereafter shall mean and include Mr. Ajay Gupta.
- 1.1.11 **"Agreed Ratio"** shall mean the ratio of sharing in several matters referred to herein between the Owners and the Developer which shall be 25% (twenty five percent) belonging to the Owners and 75% (seventy five percent) belonging to the Developer;
- 1.1.13 **"Owner's Allocation"** shall mean 25% (seventy five percent) of the areas, portions and shares at the Building Complex whether saleable or not.
- 1.1.14 **"Developer's Allocation"** shall mean 75% (seventy five percent) of the areas, portions and shares at the Building Complex whether saleable or not.
- 1.1.15 **"Extras and Deposits"** shall mean the amounts mentioned in **FIFTH SCHEDULE** of the development;
- 1.1.16 **"Force Majeure"** shall mean any event or combination of events or circumstances beyond the control of a Party, which cannot be prevented or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under Development Agreement.
- 1.1.17 **"Transferable Areas"** shall mean Units, Parking Spaces, terraces, roofs, gardens, open spaces and all other areas at the Building Complex capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise and shall also include any area, right or privilege at the Building Complex capable of being commercially exploited or transferred for consideration in any manner;

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- 1.1.18 **"Transferees"** shall mean the persons to whom any Transferable Areas in the Building Complex is Transferred or agreed to be Transferred;
- 1.1.19 **"Units"** shall mean the independent and self-contained flats, offices, shops, office, commercial and semi commercial and other constructed spaces in the New Building at the Subject Property capable of being exclusively held used or occupied by a person;
- 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 **"Common Purposes"** shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building Complex and in particular the Common Areas and Installations and Shared CAF; 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;
- 1.1.22 **"Encumbrances"** shall include mortgages, charges, security interest, liens, lispendens, attachments, leases, tenancies, occupancy rights, uses, debutters, trusts, acquisition, requisition, vesting, bargadar, demands and liabilities whatsoever;
- 1.1.23 **"Project"** shall mean and include the planning and development of the Subject Property into the Building Complex and the allocation of the respective allocations of the parties with rights to them to Transfer the same respectively in terms hereof and the administration of the Building Complex in matters relating to the Common Purposes all in accordance with the terms and conditions of this Agreement.
- 1.1.24 **"Project Plans"** means and includes the plan for development of the entirety of existing proposed development of multi storied building at land mentioned in the First Schedule.
- 1.1.25 **"Stipulation of period"** Expandable, if unavoidable circumstances arise as described in "Force Majeure."

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1.1.26 **"Assured attributes"** in relation to the project complex shall include the attributes of good and marketable title: (b) free from all encumbrances and liabilities: (c) complete khas vacant and peaceful possession of the project complex duly secured by boundaries walls on all sides.

1.1.27 **"Provisions for supplementary development agreement"** shall mean and include various subsequent agreement entered by and between the parties so as to allow the developer to execute the project in a smooth manner and to be treated as the integrated part and parcel of this agreement.

1.1.28 **"Marketing"** shall mean and include advertisement for selling of the saleable /spaces at the project complex, by any means or modules, contacting, negotiating with the prospective purchasers of various Flats, entering into respective agreement for sale, transfers by sale, lease, letting out, grants, exclusive rights, delivery of possession or otherwise, raising the demands for payment upon the respective customers, realizing the sale proceeds or demand raised, arranging the loan from bank or any financial institutions, causing the execution and registration of agreements for sale or sale deeds, handing over of possession of such plots of land or other saleable spaces etc. and will continue till the formation of association for maintenance, and handing over the project complex to such Association the owners agree to bear such cost of marketing as actual.

1.1 **INTERPRETATION:**

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

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

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;

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- 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.

2. **PART-II # RECITALS AND REPRESENTATIONS:**

- 2.1. **OWNERSHIP AND INTENT:** The Owners are the full and absolute owners of the Subject Property with each of the Owners owning areas as mentioned in the **SIXTH SCHEDULE** hereunder written which are all contiguous and adjacent lands altogether forming the Subject Property. The Owners intended that there be integrated development of the Subject Property into the Building Complex by specialist real estate promoters who cause the development, administration and marketing of building complexes and the Owners and the Developer each be entitled to specified parts and/or shares of the Building Complex.
- (i) **BROAD AND BASIC UNDERSTANDING:** Upon mutual discussions and negotiations between the parties, it was agreed and decided by and between them that the Owners would appoint the Developer hereto as the Developer and grant to the Developer the sole and exclusive rights and authorities for causing to be developed the Building Complex at the Subject Property and the Owners would provide the Subject Property in a state free from all

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Encumbrances and with clear marketable title to the Developer and the Developer would construct or cause to be constructed the Building Complex thereon and to deliver the Owners' Allocation to the Owners 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.

- 2.2. **OWNERS' REPRESENTATIONS:** The Owners made the following several representations and assurances to the Developer which have been completely relied upon and believed to be true and correct by the Developer for the purpose of entering upon this Agreement and the transaction envisaged herein:
- (i) The Owners for valuable consideration paid by it purchased and became and still are the full and absolute Owners of the Subject Property;
 - (ii) The Owners have good marketable title in respect of the Subject Property. The facts about the Owners deriving title to the respective portions and shares in the Subject Property are represented by the Owners in the **SIXTH SCHEDULE** hereto and the same are all true and correct;
 - (iii) That the Subject Property and every part thereof are all free from all Encumbrances created or suffered by the Owners and without any claim, right, title, interest of any other person thereon or in respect thereof save the occupation of the portions thereof by the Occupants;
 - (iv) That the entire Subject Property is in khas vacant and peaceful possession of the Owners since the date of its purchase;
 - (v) The Owners after having acquired the Subject Property have caused their names to be mutated in the relevant Land Records of the BLLRO;
 - (vi) That the Subject Property is secured by boundary walls with proper entry/exit gates and is directly abutting on its front side by public municipal Road with a continuous frontage of more than 20 feet approximately alongside such road;
 - (vii) 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 and the Subject Property does not contain any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or surplus land under West Bengal

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Estates Acquisition Act, 1953 or the West Bengal Land Reforms Act, 1955 or any other law whatsoever;

- (viii) Neither the Subject Property nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of Law or due to Income Tax arrears or any other Public Demand;
- (ix) 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;
- (x) That all original documents of title in respect of the Subject Property are in the custody of the Owners and at the time of execution of this agreement the owners shall hand over all Original Deeds and documents to the Developer on acknowledgement of proper receipts;
- (xi) 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;
- (xii) 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 Subject Property in any manner;
- (xiii) The Owners have not entered upon any agreement or Mortgage or contract with any other person thereby in connection with the Subject Property or its development/ sale/transfer nor have otherwise dealt with the Subject Property or any part thereof prior to execution of this Agreement;
- (xiv) There is no difficulty in the compliance of the obligations of the Owners hereunder.

2.3. **DEVELOPER'S REPRESENTATION:** The Developer has represented to the Owners that the Developer is a real estate developer engaged, inter alia in undertaking or causing development of real estate in and around Kolkata by

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undertaking construction of various multistoried buildings containing residential apartments;

- 2.4. **RECORDING INTO WRITING:** 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 Building Complex and the respective rights and obligations of the parties in respect of the same as hereinafter contained.

PART-III # WITNESSETH:

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

3. **DEVELOPMENT AND CONSTRUCTION:**

- 3.1. In the premises aforesaid, the Owners have agreed to provide the Subject Property exclusively for the purpose of the Project and have appointed 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 Building Complex and deliver the Owners' Allocation to the Owners in terms hereof with rights and authority to Transfer the Developer's Allocation exclusively as contained herein and the Developer hereby agrees to accept the same at and for the mutual considerations and on the terms and conditions hereinafter contained.
- 3.2. 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 Building Complex at the Subject Property and (b) to administer the entire Building Complex in the manner and until the period as morefully contained herein and (c) to the Developer's Allocation and the entire Realizations in respect thereof and (d) entirety of the Extras and Deposits and (e) all other properties benefits and rights hereby agreed to be granted to the Developer or to which the Developer is entitled hereunder and the Owners shall be entitled (a) to the Owners'

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Allocation to be delivered by the Developer to the Owners in terms hereof and to the entire Realizations in respect thereof and (b) all other properties benefits and rights hereby agreed to be granted to the Owners or to which the Owners is entitled hereunder on and subject to the terms and conditions hereinafter contained.

- 3.3. The Transferable Areas, immediately after the same is ascertained by way of sanction of the Building Plan, will be shared in the Agreed Ratio by the Owners and the Developer by identifying the same in terms hereof. The Owners and the Developer agree that the Agreed Ratio will be in respect of the entire Transferable Areas and will be agreed in such a manner so as to be fair and equitable to both as morefully provided hereinafter. The consideration for the Transfer by the Owners of the proportionate share in land comprised in the Developer's Allocation and of all and whatever right, title and/or interest in the Developer's Allocation shall be the construction and related costs of the Owners' Allocation.
- 3.4. 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.
- 3.5. Each of the parties agree to carry out their respective obligations and liabilities hereunder in the manner agreed to herein within the stipulated periods thereof and the Developer agrees to develop the Subject Property in the manner hereinafter mentioned and to provide or cause to be provided all requisite workmanship, materials, technical knowhow for the same and to pay the costs and expenses thereof in the manner mentioned hereinafter.

4. **POSSESSION:**

- 4.1. Simultaneously with the execution hereof, the Owners shall deliver vacant peaceful possession of the Subject Property to the Developer.

5. **OBLIGATIONS OF OWNERS:**

- 5.1. In connection with the Subject Property, the Owners shall be obliged to carry out, observe and perform the following obligations:

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- (i) **MARKETABLE TITLE:** The Owners shall make out and keep and maintain, at its costs, good marketable title to the Subject Property. In this regard, the Owners have delivered copies of the documents of title in respect of the Subject Property available with them to the Developer.
- (ii) **FREE OF ENCUMBRANCES:** The Subject Property and each part thereof is and shall be free from all Encumbrances and in case any Encumbrance arises or is detected in respect of the Subject Property or any part thereof at any time 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 by any person in respect of the Subject Property at any time, the same shall be rectified and cured by the Owners.
- (iii) **MUTATION:** The Developer shall cause the name of the Owners mutated according to their respective parts and shares therein before the Municipality. The cost and expenses of such Mutation shall be borne and paid by the Owners.
- (iv) **ERRORS:** In case the records of the Municipality, B.L. & L.R.O, or any other concerned authority require any correction or rectification or change, the Developer shall cause the same on behalf of the Owners. The costs and expenses of any such correction, rectification or change shall be borne and paid by the Owners.
- (v) **PERMISSIONS FOR SANCTION:** The Developer shall apply for and obtain any approval, permission, No Objection Certificates and/or clearances that may be required for making the Subject Property fit for sanction of plans and its development as envisaged herein and also those that may be required in respect of the ownership and title of the Subject Property.
- (vi) **OUTSTANDING TAXES:** The Owners shall pay and clear upto date Khajana and Municipal Tax, if any outstanding.
- (vii) **CONVERSION:** The Developer shall obtain Conversion of the land to the nature of use commensurate with the Building Complex. The expense for such conversion shall be borne by the Developer.

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- (viii) **BUILDING PLANS PREPARATION & SANCTION:** The Developer shall at its own cost and expenses will prepared and sanctioned the Building Plans from the Appropriate Authorities. The Developer may obtain one or more building plans in respect of the different portions of the Subject Property as it may deem fit and proper and as the laws permit.
- 5.2. **SIGNATURE AND SUBMISSION:** The Owners shall sign, execute, submit and deliver all applications, undertaking, declaration, affidavit, plans, letters and other documents and do all acts deeds and things as may be required by the Developer in connection with the purposes hereinbefore stated in clause 5.1 and also for obtaining of sanctions and approvals required to be obtained by the Developer for commencing or carrying out the developments and constructions at the Subject Property.
- 5.3. **CO-OPERATION OF OWNERS:** The Owners agree to provide all necessary co-operation to the Developer in respect of the several acts, deeds and things to be done by the Developer as aforesaid and to sign, execute, register and/or deliver all writings and do all acts deeds and things as be required by the Developer from the Owners. It is expressly agreed that the Developer has taken the responsibilities in respect of the several activities under Clause 5.1 above upon the assurance of the Owners that the Subject Property or the title of the Owners thereto does not suffer from any defect, discrepancy or eligibility in the doing and carrying out of the said activities and that there shall be no difficulty in the doing and carrying out of the same owing to any act or omission done or to the knowledge of the Owners or their predecessors-in-title. While the Developer shall make efforts to carry out the responsibilities as mentioned above at the earliest, the Developer shall not be liable for the time taken in respect of the same.
- 5.4. **PAYMENT OF COSTS AND SECURITY:** The Owners shall pay the costs and expenses payable by them within 21 days of being demanded by the Developer failing which the Developer shall at its option and liberty be entitled to pay the same and to adjust the same out of the unpaid Security Deposit if any payable to the Owners. If there is no unpaid Security Deposit or

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the same is not sufficient, then the Owners shall be liable to pay interest @ 18 % per annum on the amount under default for the period of delay.

6. **TITLE DEEDS:**

- 6.1. Title Deeds shall include the records of rights, succession certificates, heirship certificates, documents, instruments, orders, cause papers, etc., in respect of or evidencing ownership of the Owners and those forming part of the chain of title.
- 6.2. The Owners and the Developer shall be entitled from time to time and at all times to produce, give copies and extracts of and from the said original documents of title before government and semi government bodies and authorities, municipal and land authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi-judicial forums, service providers, buyers/transferees of their respective areas in the Building Complex and financial institutions providing finance to the Developer and buyers/transferees and other persons and authorities as may be required.
- 6.3. Both parties shall ensure that the original title deeds are not used for any purpose other than for the Project and as agreed and permitted under this Agreement and the Developer shall ensure that the original documents are handed back to the Owners in the event of any termination of this Agreement and upon settlement of the dues and claims of the Developer in terms hereof.
- 6.4. The Developer shall not claim or exercise any lien or right over and in respect of the documents of title relating to the Subject Property and shall not cause the title deeds to be used in any manner for the purpose of obtaining any loan which may affect the Owners' Allocation or for the purpose of mortgage of the Owners' Allocation including land share in the Subject Property. The Developer can mortgage only the Developer's Allocation. The Owners' Allocation shall not be encumbered in any manner for obtaining loan or mortgage of the Subject Property as also morefully contained hereinafter in Clause 20.5 hereto.

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6.5. Upon completion of the Project and formation of the Association of co-owners thereof, the original title deeds of the Subject Property shall be delivered to the Association against proper receipts and acknowledgments thereof.

7. **PLANNING:**

7.1. The planning and layout for the development of the Subject Property including, inter alia, on the following aspects, shall be done by the Developer in consultation with the Owners or their Representative:-

- (i) The planning of the Building Complex and the decision on one or more New Buildings and the size and height thereof;
- (ii) The number and area of Units in one or more New Buildings and other portions of the Subject Property;
- (iii) The identification and demarcation of portions of the Subject Property and/or the New Buildings thereon for the different uses;

7.2. The Developer upon preparation of the proposed Building Plans send a copy of the same to the Owners or their Representative. In case there is any point of discussion on the proposed plans between the Owners or their Representative and the Developer, the same shall be done in the presence of the Architect for the project whose decision shall be final and binding on the parties.

7.3. The Developer shall be entitled from time to time to cause modifications and alterations to the Building Plans in such manner and to such extent as the Developer may, deem fit and proper but with the consent of the Architects. All fees, costs, charges and expenses in respect of such modifications and alterations shall be borne and paid by the Developer.

8. **SURVEY:**

8.1. **SURVEY AND SOIL TEST:** With effect from the date of execution hereof the Developer shall be entitled at its own costs to cause survey and soil testing work at the Subject Property and other preparatory works relating to the sanction of plans for the New Building.

As per
Sunita Gupta
R.R.
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9. **CONSTRUCTION OF THE BUILDING COMPLEX:**

9.1. **CONSTRUCTION:** The Developer shall construct and build the Building Complex at the Subject Property in accordance with the Building Plans and to do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules of the Appropriate Authority in force at the relevant time. The construction shall be done by the Developer in strict compliance of the legal requirements. The Owners or their Representative or any other person authorized by the Owners shall be allowed uninterrupted and unhindered right to inspect the construction and development activity during the normal working hours.

- (i) With effect from the date of execution of this Agreement, the Developer shall be free to set up site office, put up the hoardings/boards, bring out brochures and commence the preparatory works for marketing of the proposed Building Complex at the Developer's risk and cost. The Developer shall at all times ensure compliance with any restrictions imposed in this respect by any statutory authorities.
- (ii) The Developer shall be entitled to display the board/hoardings of its group companies at the site of the Subject Property at any time after execution of this Agreement till the date of completion of the Building Complex and thereafter on any portion of the said Building Complex and the board of the Owners shall also be displayed if so required by the Owners in the manner as may be mutually agreed between the parties.
- (iii) The name of the Building Complex shall be such as be decided by the Developer. The Names of each building/portion thereof shall also be decided by the Developer.

9.2. **SPECIFICATION AND QUALITY:** The Developer shall construct erect and complete the Building Complex in a good and workman like manner with good quality of materials and shall construct and finish the same in accordance with the Specifications mentioned in the **THIRD SCHEDULE** hereto save as may be modified or altered by mutual consent or approval of the Architects and the Developer shall obtain necessary completion or occupancy certificates,

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as applicable in respect of such construction from the appropriate authorities or persons. The Developer may change the Specification in respect of the Units comprised in the Developer's Allocation as per the requirement of the Transferees.

- 9.3. **UTILITIES:** The Developer shall apply for and obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all Appropriate Authorities and service providers, at its own cost.
- 9.4. **COMMON AREAS AND INSTALLATIONS:** The Developer shall erect and install the necessary Common Areas and Installations on a phase wise basis providing for passages, pathways and driveways for ingress and egress by users of the Subject Property as developed from time to time; electricity, drainage and sewerage and water connections with necessary constructions and equipment therefor; lifts/staircases/elevators wherever applicable in the New Buildings; any other area, installation or facility that the Developer may provide at the Subject Property.
- 9.4.1 The Developer shall be entitled to erect, install and/or operationalize the Common Areas and Installations for the Building Complex in phases and gradually and until completion of the Building Complex, to allow or permit only provisional and/or partial use of any of the Common Areas and Installations and also to impose restrictions and conditions for the use of the Common Areas and Installations and to charge, demand, receive or realize any Extras or Deposits in connection with any Common Areas and Installations.
- 9.5. **CLEARANCES :** The Developer shall be authorised and empowered in its own name and also in the name of the Owners, insofar as may be necessary, to apply for and obtain all permissions, approvals and clearances from any authority whether local, state or central for the construction of the Building Complex and also to sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the appropriate authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the Subject

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Property or any portion thereof and/or for obtaining any utilities and permissions.

- 9.6 **PROCUREMENT OF EQUIPMENTS & MATERIALS:** The Developer shall be entitled to procure (either in its name or in the names of the Owners as may be deemed fit and proper by the Developer at its sole discretion and convenience) all building and construction materials, fittings, fixtures, common installations etc. (viz. steel, cement, sand, bricks, lift, water pump, sanitary fittings etc.), construction equipment and/or any type of machinery required (viz. crusher, mixer, tools etc.) for construction of the Building Complex and to return the same upon completion of the necessary works or if it is found to be defective or procured in excess.
- 9.7 **TEAM:** The Architects and the entire team of people required for execution of the Building Complex shall be such person as may be selected and appointed by the Developer in its sole discretion. The Developer shall be entitled from time to time to appoint engineers, consultants, planners, advisors, designers, experts and other persons of its choice as may be necessary. The Developer shall also appoint engage and employ such contractors, sub-contractors, engineers, labourers, mistries, caretakers, guards and other staff and employees and at such remuneration and on such terms and conditions as be deemed necessary by the Developer and wherever required, to revoke such appointments from time to time or at any point of time. All persons employed by the Developer for the purpose of construction shall be the persons under appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc.
- 9.8 **PHASES:** The construction work shall be carried out in phases as per the discretion of the Developer.
- 9.9 **AUTHORITY IN GENERAL:**
- 9.9.1 The Developer shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the Building Complex and obtaining inputs, utilities and facilities therein.

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- 9.9.2 The Developer shall deal with the all the Appropriate Authorities and also Rajpur Sonarpur Municipality, Zilla Parishad, KMDA, MED, Planning Authority, Development Authority, Fire Brigade, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Pollution Control Authorities, B.L.& L.R.O., and other authorities under the West Bengal Land Reforms Act, Insurance Companies and authorities, Police Authorities, CESC Limited and also all other authorities and Government Departments and/or its officers and also all other State Executives Judicial or Quasi-Judicial, Municipal and other authorities and persons in all manner and for all purposes connected with the development or Transfer of the Building Complex or anyway connected therewith.
- 9.9.3 To sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the Appropriate/Competent Authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the Subject Property or any portion thereof and/or for obtaining any utilities and permissions.
- 9.9.4 To use its own name as the Developer in respect of the Building Complex.
- 9.9.5 To supervise the construction work in respect of the Building Complex to be carried out in accordance with the Building Plans with all necessary and/or permissible and/or sanction able additions or alterations and in accordance with all the applicable rules and regulations made by the Appropriate Authority in its own name.
- 9.9.6 To represent the Owners before all Appropriate Authorities and Government and also all electricity, water, drainage, sewerage, technology driven and other service providers.
- 9.9.7 To pay various fees, costs and charges to concerned authorities as may be necessary for the purpose of carrying out the development work on the Subject Property and to claim refund of such deposits so paid and to give valid and effectual receipts in connection with the refund of such deposits in its own name or in the name of the Owners or in the joint name, as may be required.

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- 9.10 **COMPLIANCE OF LAWS:** The Developer shall not violate any Municipal or other statutory rules and laws and always abide by and observe all the rules and procedures and practices usually followed in making construction of buildings. The Owners will not be responsible for any laches and/or lapses on the part of the Developer.
- 9.11 **TIME FOR CONSTRUCTION AND COSTS:**
- 9.11.1 **TIME FOR CONSTRUCTION:** Subject to the Owners not being in default in compliance of their obligations hereunder and subject to Force Majeure, the Developer shall construct the New Buildings within 36 (Thirty Six) months from the date of sanction of Building Plans with a grace period of 12 (Twelve) months (hereinafter referred to as "the **Grace Period**"). It has been agreed that in case of any delay, such period shall automatically stand extended.
- 9.11.2 **COSTS AND EXPENSES:** All costs and expenses for construction and development at the Subject Property in terms hereof shall be borne and paid by the Developer and the Owners shall not be required to pay or contribute any amount on such account.
- 9.11.3 **ADDITIONAL AREAS:** In case upon sanction of the Building Plans, any additional area is thereafter possible to be constructed in respect of the Subject Property beyond those sanctioned under the Building Plans and the Developer decides to avail such possibility, the costs and expenses in respect of sanction and approvals for such additional area and for construction of such additional area shall be borne and paid by the parties in the Agreed Ratio and such additional area shall also form part of the Transferable Areas.
- 9.11.4 **CO-OPERATION BY OWNERS:** The Owners shall fully cooperate with and assist the Developer and shall sign execute register and deliver all papers, plans, affidavits, indemnities, undertakings, declarations, powers etc., as may be required by the Developer therefor and do all acts deeds and things as may be required by the Developer therefor and also for the purposes herein contained.

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10. **SECURITY DEPOSIT:**

- 10.1 Foresight Fragrance Pvt. Ltd had deposited a sum of Rs.1,00,000/- (Rupees One Lakh) only to the Owners as the agreed purchase price in terms of the Agreement dated 28th September 2020 for purchase of various Flats equivalent to such amount calculated @ 1700/- per sq.ft.
- 10.2 The Developer herein has agreed to refund the said sum of Rs.1,00,000/- (Rupees One Lakh) only so paid by JN SKA Promoters LLP to Foresight Fragrance Pvt. Ltd who in terms of such agreement has paid the said sum to the Owner and the Developer shall be entitled to receive the benefits under the said agreement dated 28th September 2020.
- 10.3 It is understood that till such time the project is completed, the said sum of Rs.1,00,000/- (Rupees One Lakhs) only shall be treated as an advance and once the flats are ready for possession, the said amount equivalent to the constructed area (Flats) shall be adjusted from the Owner's share of 25% to be calculated @ 1700/- per sq.ft.
- 10.4 JN SKA Promoters LLP as also Foresight Fragrance Pvt. Ltd after receipt of such sum of Rs.1 Lakh from the present Developer shall have no claim in respect of the Owner's share in terms of the above agreement.

11. **AREAS AND ALLOCATION OF THE PARTIES AND IDENTIFICATION:**

- 11.1. **Division of Building Complex:** It is agreed by and between the parties hereto that in the Building Complex, the Owners shall be entitled to and shall be allocated the Owners' Allocation and Developer shall be entitled to and shall be allocated the Developer's Allocation respectively as follows:
- (i) Units containing 25% (twenty five percent) of the total area of all the Units in the Building Complex shall belong to the Owners in the Internal Agreed Proportion and Units containing 75% (seventy five percent) of the total area of all the Units in the Building Complex shall belong to the Developer. It is clarified that such Agreed Ratio between

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the Owners and the Developer shall be for each and every category of Units;

- (ii) 25% (twenty five percent) of the total number of Parking Spaces in the Building Complex shall belong to the Owners in the Internal Agreed Proportion and 75% (seventy five percent) of the total number of Parking Spaces in the Building Complex shall belong to the Developer;
- (iii) The ultimate roof of the Buildings, the Common Areas and Installations and all other Transferable Areas in the Building Complex shall belong to the Owners and the Developer in the Agreed Ratio;
- (iv) 25% undivided share in the land shall form part of the Owners' Allocation belonging to the Owners in the Internal Agreed Proportion and for the remaining 75% undivided share in the land, the Developer shall be entitled thereto with right to nominate to the Owners, the Transferees of the Units forming part of the Developer's Allocation for obtaining conveyance of the proportionate share in the land attributable thereto.

11.2. Identification of Allocations:

- (i) As between the Owners on the one hand and the Developer on the other hand, the identification and demarcation of the location of the Units and Parking Spaces forming part of the Owners' Allocation and the Developer's Allocation shall be done mutually in such a manner so as to be fair and equitable to both.
- (ii) The identification of the allocation of the parties shall be done by the Developer and the Owners' Named Representative in writing and within a period of 15 days from the date of sanction of the Building Plans and in equitable manner.

11.3. In case after the identification of the allocation of the parties as aforesaid, there arises additional areas, the same shall be allocated to the parties mutually in writing in the Agreed Ratio and on equitable basis.

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- 11.4. As amongst the Owners inter se, it has been agreed between them that they shall decide their respective individual allocations in an amicable and mutual manner.
- 11.5. **Owners' Allocation:** The identified portions of the Building Complex allocated and allocable to the Owners together with the proportionate undivided impartible variable share in the Common Areas and Installations and 25% undivided impartible variable share in the land shall belong exclusively and absolutely to the Owners.
- 11.6. **Developer's Allocation:** The identified portions of the Building Complex allocated and allocable to the Developer together with the proportionate undivided impartible variable share in the Common Areas and Installations and 75% undivided impartible variable share in the land shall belong exclusively and absolutely to the Developer.
- 11.7. The super built-up area in respect of all the Units in the Building Complex (whether comprised in the Owners' Allocation or the Developer's Allocation) shall be calculated by the Developer on uniform basis.
- 11.8. The proportionate share in land and in the Common Areas and Installations attributable to any Unit shall be determined by taking the ratio in which the built-up area of such Unit bears to the total built-up area of all the Units for the time being to contain in the New Buildings.

12. **DELIVERY OF THE OWNERS' ALLOCATION:**

- 12.1. **Construction of Owners' Allocation:** The Owners' Allocation shall be constructed by the Developer on behalf of the Owners at the Developer's cost.
- 12.2. **Notice of Completion:** Subject to force majeure, the Developer shall upon causing to be constructed and completed the Building Complex or any phase/part thereof and complying with the pre-requisites as mentioned in Clause 12.3 below inform the Owners thereabout by a written notice (hereinafter referred to as "the Notice of Completion").
- 12.3. **Pre-requisites before Notice of Completion:** Before issuing Notice of Completion as above, the Developer shall construct and complete the Building

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Complex and obtain **firstly** a certificate from the Architect appointed for the building complex certifying that the Building Complex or the concerned phase/part thereof has been constructed and completed in accordance with the Building Plan and in accordance with the Specifications agreed to in terms hereof. The word 'Completion' and its grammatical variants in this Agreement shall mean habitable and tenantable condition of the Units with availability of utilities viz., electricity, water, sewerage, drainage and lift and the Common Areas and Installations for reasonable use, occupation and enjoyment. It is agreed and clarified in this behalf as follows:-

- (i) The construction work and related activities shall continue to be carried on in the Building Complex in respect of the remaining phases and the use of any area of the completed phase shall be subject to the inconveniences caused thereby and also be subject to such additions and alterations in the infrastructure support systems, pipelines, wires and cables etc., as may be necessary.
- (ii) All the Common Areas and Installations shall not be complete before the final completion of the entire development.
- (iii) The elevation works and decoration and beautification works, relief and land layout works, permanent connections relating to the common amenities may be part of the last phase of construction at the Subject Property.
- (iv) It will not be necessary for the Developer to complete all finishing works and obtain permanent connections of water, before issuing notice to the Owners to take possession as aforesaid and the Developer shall be entitled to complete the same within a reasonable time from the completion of all the phases of the entire Building Complex.
- (v) The Completion Certificate of any authority if so statutorily required shall be obtained by the Developer within a reasonable period of completion of the Building Complex.

12.4. **Possession of Owners' Allocation:** Within 30 days of the Owners receiving the Notice of Completion from the Developer in terms of Clause 8.8 above,

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the Owners shall take possession of the Owners' Allocation or part thereof so offered. Unless the Owners take possession within 30 days upon receiving the Notice of Completion as aforesaid, they shall be deemed to have taken possession of the Owners' Allocation on expiry of such notice period of 30 days.

13. **TRANSFER OF RESPECTIVE ALLOCATIONS:**

13.1. **Transferability of the Owners' Allocation:** Subject to the provisions contained in various Clause herein, the Owners shall be absolutely and exclusively entitled to the Owners' Allocation allotted to them with exclusive right to Transfer the same in any manner whatsoever and receive and appropriate all Realizations without any right, claim or interest therein whatsoever of the Developer except as regards refund of the Security Deposit therefrom in terms hereof. For the aforesaid purposes, after the sanction of the Building Plan and identification of the respective allocations, the Owners shall be entitled to execute Agreements for Sale, Deeds of Conveyances and other deeds and documents in favour of the Transferees of the Owners' Allocation and if necessary, register the same. If requested by the Owners, the Developer shall join as a party in such documents. The dealings of the Owners with regard to the Owners' Allocation shall not in any manner fasten or create any additional financial or monetary liabilities upon the Developer.

13.2. **Developer's Allocation:** Subject to the provisions contained in Clause 13.3 below, the Developer shall be absolutely and exclusively entitled to the Developer's Allocation with exclusive right to Transfer the same in any manner whatsoever and receive and appropriate all Realizations without any right, claim or interest therein whatsoever of the Owners. For the aforesaid purposes, after the sanction of the Building Plan and identification of the respective allocations, the Developer shall be entitled to execute Agreements for Sale, Deeds of Conveyances and other deeds and documents in favour of the Transferees of the Developer's Allocation and if necessary, register the same. The Owners shall join as a party in such documents to with the

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intending transferees of the Developer's Allocations and shall for such purpose also grant a Power of Attorney in favour of the Developer to execute and register the same in the name of and on behalf of the Owners. It is clearly understood that the dealings of the Developer with regard to the Developer's Allocation shall not in any manner fasten or create any additional financial or monetary liabilities upon the Owners.

13.3. As regards the provisions contained in Clauses 13.1 and 13.2 above, it is further agreed between the parties in this regard as follows:-

- (i) Neither party shall make any commitment or enter upon any term which is or may be repugnant to or contrary to those contained herein or otherwise affects or prejudices the scope of the respective rights and obligations of the parties hereto.
- (ii) The Developer shall not be entitled to part with possession of any Unit, forming part of the Developer's Allocation to any buyer/transferee thereof or to execute or make the Owners liable to execute any deed of conveyance thereof until delivery or deemed delivery to the Owners of the Owners' Allocation Provided That in case of part delivery/deemed delivery of the Owners' Allocation to the Owners, the restriction on the Developer as stated above shall not apply to a corresponding area of the Developer's Allocation as per the Agreed Ratio i.e. to say that with every 25 Square feet delivered to the Owners, the Developer shall be entitled to part with possession of 75 Square feet out of the Developer's Allocation to the Transferees thereof.
- (iii) The Developer shall communicate the date of launch of particular parts of the Building Complex to the Owners, if not already launched by then, and until such communication neither party shall deal with, transfer or enter upon any negotiations in connection with such part of the Building Complex.
- (iv) Neither party shall execute and register the sale deeds and other instruments in respect of completion of sale or transfer in respect of any part of the Building Complex, till such time as the Completion

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Certificate (if statutorily required) is obtained by the Developer in respect of such part.

- (v) Any transfer by any party shall be at its own respective risks and consequences.
- (vi) The Owners shall not be entitled to sell and transfer the Owners' Allocation at prices less than those offered by the Developer in respect of the Developer's Allocation at the material time subject to a leverage/variation of 2% without the prior written consent of the Developer.
- (vii) The Developer shall upon consultation with the Owners appoint one or more common marketing agents to be decided by the parties mutually and all Transfers shall be made through such agents.

13.4. All Realizations receivable by the Developer under agreements and contracts in respect of the Developer's Allocation shall be to the account of and shall be received realized and appropriated by the Developer exclusively and the Owners shall have no concern therewith and similarly all Realizations receivable by the Owners under agreements and contracts in respect of the Owners' Allocation shall be to the account of and shall be received realized and appropriated by the Owners exclusively subject to the obligation to refund the Security Deposit in terms hereof and the Developer shall have no concern therewith. The Owners shall collect from the intending Transferees of the Owners' Allocation the Extras and Deposits directly in favour of the Developer as mentioned below.

13.5. **OWNERS' OBLIGATION TO CONVEY SHARE IN LAND:** The Owners agree to sell and transfer their undivided shares in the land and all its right, title and interest in the Developer's Allocation to the Transferees thereof in such parts or shares as the Developer may nominate or require.

13.6. **PUBLICITY:** The Developer shall be entitled to advertise for Transfer of the Units, Parking Spaces and other saleable spaces/constructed areas in the Building Complex in all media.

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- 13.7. **ADVOCATES:** All documents of Transfer or otherwise in respect of the allocations of both the parties shall be drafted by Saha & Associates, Advocates, having their Office at 10, Old Post Street, First Floor, Room No. 24 & 25, Kolkata-700001
- 13.8. **MARKETING & PUBLICITY COSTS:** All costs and expenses of marketing and publicity, brokerage, commission and like other amounts relating to Transfer relating to the Building Complex shall be borne by the Owners for the Owners' Allocation and the Developer for the Developer's Allocation.
- 13.9. **INTEREST/COMPENSATION TO TRANSFEREE:** Any interest, damage or compensation payable to any Transferee or other person otherwise than due to default of the parties shall be borne by the Owners and the Developer in the Agreed Ratio.
- 13.10. **EXTRAS AND DEPOSITS:** All Extras and Deposits that may be agreed to be charged by the Developer directly from any Transferee shall be paid to the Developer directly by the Transferees of the Owners' Allocation and the Developer's Allocation. Any Extras and Deposits including those mentioned in the **FOURTH SCHEDULE** hereunder written that may be taken by the Developer from the Transferees (including the Transferees of the Owners' Allocation) shall be taken and utilized exclusively by the Developer. The Developer shall be free to add or alter the particulars of Extras and Deposits as mentioned in the **FOURTH SCHEDULE** hereunder written with prior consent from the Owners' Named Representative. The Owner shall be liable to pay the Extras and Deposits in respect of any areas not Transferred by it at the time of taking possession thereof.
- 13.11. **GST (GOODS & SERVICES TAX) AND TDS ETC.:** The parties shall respectively discharge statutory compliances in respect of TDS or Income Tax related compliances as well as GST (Goods & Services Tax) (collections or payments and any other statutory compliance in respect of Transfer of their respective allocations.

13.12. **RECORDS & INSPECTION:** The records of Marketing Costs of the Complex shall be kept at the place of business of the Developer at its office and the Developer shall not change the same without giving advance 15 days' notice to the Owners in respect of the new place so fixed by the Developer with right of the Owners to inspect the same.

14. **FORCE MAJEURE:**

Notwithstanding anything elsewhere to the contrary contained in this Agreement, the parties hereto shall not be considered to be in default in performance of the obligations or be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the force majeure and time for performance shall remain suspended during the duration of the force majeure. In the event or combination of events or circumstances which are beyond control of any of the parties are detailed as follows:

- i) Acts of God i.e. fire, draught, flood, earthquake, storms, lightning, epidemics, pandemic and other natural disaster;
- ii) Explosions or accidents, Pandemic, etc;
- iii) General strikes and/or lock-outs (not being any strike or lockout by agents or staff of the Developer or its appointee at the construction site), civil disturbances, curfew etc.;
- iv) Civil commotion, insurgency, war or enemy action or terrorist action;
- v) Change in Law, Rules and Regulations, injunctions, prohibitions, or stay granted by court of law, Arbitrator, Government;
- vi) Any event or circumstances which the parties mutually agree in writing as being beyond the control of the parties.

15. **DEFAULTS:**

15.1. **DEFAULTS OF OWNERS:** In case the Owners, subject to force majeure fails and/or neglects to make out a marketable title to the Subject Property or any part thereof or in case the Owners fails to comply with any of its obligations mentioned in this Agreement in the manner or within the period

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stipulated therefor, the Developer shall give a notice, in writing, to the Owners giving time of 30 days to remedy the default or breach and in case the Owners fails to remedy the same within such 30 days, the Owners shall be liable to pay interest @ 18 % per annum on all amounts for the time being paid or incurred by the Developer on the Project for the period of delay and without affecting the obligation of the Owners to pay interest as above, the Developer shall be entitled to take any one or more of the following recourses in any priority or order as the Developer shall deem fit and proper:-

- (i) To itself try and attempt the compliance of the obligation under default, at the cost and expense of the Owners and by paying such amounts and in such manner and on such terms and conditions as the Developer may deem fit and proper and without being liable to the Owners for the result of such attempt.
- (ii) To exclude the portion or portions as may be the subject matter of such default from being part of the Subject Property and to continue the Project in the balance portion. In case of any such exclusion, the Subject Property shall be varied accordingly.
- (iii) To sue the Owners for specific performance of the contract.
- (iv) To cancel the contract envisaged herein in whole or in respect of the portion affected by such default and in such event the consequences of Cancellation as envisaged hereinafter shall be followed.

15.2. EFFECTS OF DEVELOPER CARRYING OUT OBLIGATION OF OWNERS: In case of the Developer attempting the compliance of the obligation of the Owners under default, the amounts, costs and expenses paid or incurred by the Developer shall be the liability of the Owners exclusively and the Developer shall have a lien on the Owners' Allocation for such amount until adjustment as hereinafter contained. The Owners shall pay and/or reimburse such costs and expenses payable by them together with interest @ 18 % per annum thereon within 21 days of being demanded by the Developer.

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15.3. **CONSEQUENCES OF CANCELLATION:** In case the Developer cancels this Agreement, then notwithstanding anything elsewhere to the contrary contained in this Agreement the following consequences shall apply:

- (i) Any cancellation affecting part of the Subject Property shall not affect the continuance of this Agreement in respect of the remaining parts of the Subject Property as the case may be.
- (ii) Any Realization received by either party from the Transferees and required to be refunded owing to cancellation, shall be refunded by the parties respectively.
- (iii) The Security Deposit and all other amounts on any account paid or incurred by the Developer on the Subject Property including on its planning or development or otherwise together with all interest, compensation and damages payable by the Owners, shall immediately and in any event within 15 days of being demanded by the Developer, become refundable by the Owners to the Developer wholly if the agreement is cancelled as a whole and proportionately if the agreement is cancelled only in respect of part of the Subject Property.
- (iv) Nothing contained in the last preceding sub-Clauses shall affect the other rights and remedies of the Developer.

15.4. **DEFAULTS OF DEVELOPER:** In case the Owners comply with and/or are ready and willing to carry out their obligations as stated herein and the Developer without being prevented by any Force Majeure event fails and/or neglects to deliver possession of the Owners' Allocation to the Owners within the time periods (including grace periods) mentioned in this Agreement then and in that event, till such time the Developer delivers the Owners' Allocation to the Owners in terms hereof, the Developer shall be liable to pay the Owners a sum of Rs.5,000/- (Rupees five thousand) only per month as compensation.

15.5. **LOSSES & DAMAGES:** If at any time hereafter it shall appear that any of the parties hereto has failed and/or neglected to carry out its obligations under this Agreement or to extend full cooperation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the

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defaulting party shall be entitled to claim all losses and damages suffered by them from the defaulting party without prejudice to its other rights hereunder.

- 15.6. **REFERENCE OF DISPUTES:** Except as stipulated hereinabove, this Agreement and contract shall not be cancelled by either party and the parties will refer to any disputes or differences between them to the Arbitration Tribunal as morefully provided hereinafter and accept and abide by the award made therein.

16. **COMMON PURPOSES AND MAINTENANCE IN-CHARGE:**

- 16.1. **COMMON PURPOSES:** Each of the Owners and the Developer and all Transferees of their respective allocations shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Developer and adopted for or relating to the Common Purposes in respect of each of the Building Complex in consultation with the Owners' Named Representative. Furthermore, while dealing with and/or entering into any agreements and other documents of transfer of their respective allocations or any part thereof, the Owners and the Developer shall respectively necessarily incorporate all rules, regulations restrictions and conditions framed by the Developer in consultation with the Owners' Named Representative as aforesaid.

16.2. **MAINTENANCE IN-CHARGE:**

- (i) The Owners and the Developer shall upon completion of the development at of the Building Complex require the Co-owners thereof to form one or more Association (which may be a Society or Company or Association or Co-operative Society as may be deemed proper and expedient) for the Common Purposes and till such time as the Association is formed, the Developer or its nominee shall administer and be in charge for the Common Purposes. However the Developer shall not be bound to continue with such responsibility of administration of the Common Purposes in the Building Complex

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beyond 12 months from the delivery of possession of more than 50% of the Units in such Complex.

- (ii) Until formation of the Association and handover of the charge of the Common Purposes or any aspect thereof to the Association, the Developer shall be free to appoint different agencies or organizations for any activities relating to Common Purposes at such consideration and on such terms and conditions as the Developer may deem fit and proper. All charges of such agencies and organizations shall be part of the Common Expenses;
 - (iii) Notwithstanding any formation of Association or handover of charge to it, neither the Association nor the members thereof or any Transferee shall be entitled to frame any rule or regulation or decide any condition which may affect any right or privileges of the parties hereto.
17. In case the Owners or any of them or any person claiming through under or in trust for it or any group or associate company or organization or person acquire any property not forming part of the Subject Property but adjacent thereto, then the Owners shall be bound to give a first right of refusal in respect thereof to the Developer on the same terms and conditions as applicable to the Under Purchase Property.
18. The Developer may negotiate with the owners or occupiers of any other property adjacent to the Subject Property for including the same within the Subject Property on such terms and conditions as the Developer may deem fit and proper Provided That the same does not reduce the Owners' Allocation. In such event, all benefits arising out of such inclusion shall exclusively belong to the Developer.
19. **ACQUISITION OF NEIGHBOURING PROPERTIES AND RELATED TERMS:** Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the parties hereto that the Developer is and shall be free to negotiate with the owners of neighbouring other properties on any side of the said property and to acquire the same or enter into any contract or arrangement with such owners and -

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- (i) to develop the same jointly with the said property under combined building plans;
- (ii) to consume the FAR allowable in respect of the said neighbouring property (independently or consequent to amalgamation or joint development as the case may be) in any building or construction at the said property and vice versa;
- (iii) amalgamate the same with the said property, if required and vice versa;
- (iv) to identify and determine the areas to be shared in respect of the added areas;
- (v) to share any common areas, passages and installations, any electricity, water, generator, drainage, sewerage and other utilities and facilities in the Building Complex in respect of any development or activity at the said neighbouring properties and vice versa;
- (vi) to agree to any terms and conditions pertaining to the added areas including the apportionment and sharing of the expenses and management and control and all other acts, deeds and things pertaining thereto.
- (vii) to use and utilise the permissions clearances certificates obtained for the Building Complex in respect of any development or activity at the said neighbouring properties and vice versa;

19.2. The Owner hereby consents and agrees for amalgamation and/or otherwise joint development in terms of clauses above and further agrees and accepts that all and entire FAR and other benefits allowable in respect of any construction or other utilization arising due to the Developer acquiring any such neighbouring other properties (independently or consequent to amalgamation or joint development as the case may be) and irrespective of the same being utilized in the said property, shall entirely and exclusively belong to the Developer alone and the Developer hereby agrees that the entitlement of the Owner as regards 25% of the total constructed area that could be sanctioned in respect of the said Property as per the laws then in force shall not be affected due to any such inclusion of other properties in the

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development and the Owner's Allocation shall not be reduced or enhanced in any manner whatsoever.

19.3. The Owner agrees to co-operate with the Developer fully and in all manner and to sign execute and/or register by and at the costs of the Developer, any deed of exchange or any other agreements or contracts to give effect to the provisions contained in clauses 19.1 and their sub-clauses above and to do all acts deeds and things as may be required by and at the cost of the Developer in this behalf.

20. **COVENANTS:**

20.1. The Owners doth hereby covenant with the Developer as follows:-

- (i) That each and every representation made by the Owners hereinabove are all true and correct and the Owners agree and covenant to perform each and every representation and covenant and the failure in such performance or detection of any representation as false (partially or wholly) or incorrect or misleading shall amount to breach and default of the terms and conditions of this Agreement by the Owners and all consequences in respect thereof shall be for and to the account of and borne and paid by the Owners.
- (ii) All obligations of the Owners hereto shall be complied with by all of them and failure of any one of them shall be failure of all the Owners.
- (iii) That with effect from the date of execution hereof, the Owners shall neither deal with, transfer, let out or create any Encumbrance in respect of the Subject Property or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.
- (iv) The Owners shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Developer.
- (v) That the Owners shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and not do or

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permit any act or omission contrary to the terms and conditions of this Agreement in any manner.

- (vi) That the Owners shall not cause any interference or hindrance in the sanction/ modification/alteration of Sanction Plans in terms hereof, construction and development at the Subject Property by the Developer and/or Transfer of the Transferable Areas as per the procedure laid down herein and not to do any act deed or thing whereby any right of the Developer hereunder may be affected.
 - (vii) For all or any of the purposes contained in this Agreement, the Owners shall render all assistance and co-operation to the Developer and sign execute and submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time.
 - (viii) The Owners shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement.
 - (ix) **Authority of Owners' Named Representative:** Unless changed by the Owners hereafter and communicated to the Developer in writing, only the Owners' Named Representative shall be and is hereby authorized by the Owners to deal with the Developer in all matters involving the Project. The acts of the Owners' Named Representative in all matters referred to herein shall bind the Owners, except that no notice of termination or revocation of this Agreement or the Power of Attorney can be issued by the Owners' Named Representative.
- 20.2. The Owners will bear the GST (Goods & Services Tax), or any other tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force on the Owners' Allocation.
- 20.3. **COVENANTS BY THE DEVELOPER:** The Developer do hereby covenant with the Owners as follows:-

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- (i) That each and every representation made by the Developer hereinabove are all true and correct and agrees and covenants to perform each and every representation.
- (ii) The Developer doth hereby agree and covenant with the Owners not to do any act deed or thing whereby any right or obligation of the Owners hereunder may be affected or the Owners is prevented from making or proceeding with the compliance of the obligations of the Owners hereunder.
- (iii) The Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and shall not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.
- (iv) The Developer shall not be entitled to assign this Agreement or any part thereof as from the date hereof to any person other than its group company/companies without the prior consent in writing of the Owners' Named Representative.
- (v) The Developer shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement.

21. **POWERS OF ATTORNEY AND OTHER POWERS:**

- 21.1. The Owners shall simultaneously with the execution of these presents execute and/or register one or more Power or Powers of Attorney as may be required in favour of the Developer or its authorized representatives granting all necessary powers and authorities with regard to the purposes provided in this Agreement or arising herefrom. If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned above, the Owners shall grant the same to the Developer and/or its authorized representatives.
- 21.2. While exercising the powers and authorities under the Power or Powers of Attorney to be granted by the Owners in terms hereof, the Developer shall not




do any such act, deed, matter or thing which would in any way infringe on the rights of the Owners and/or go against the spirit of this Agreement.

- 21.3. It is clarified that nothing contained in the Power or Powers of Attorney to be so granted shall in any way absolve the Owners from complying with their obligations hereunder nor from compensating the Developer against any loss or damage, if any, that may be suffered by the Developer owing to delay or default in such compliance of their obligations.
- 21.4. The Power or Powers of Attorney shall form a part of this Agreement and shall subsist during the subsistence of this Agreement.
- 21.5. It is understood that to facilitate the construction and Transfer of the Building Complex, various acts deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.

22. **GENERAL:**

- 22.1. **PROPERTY TAXES AND OUTGOINGS:** Till the date of execution hereof all taxes and outgoings (including arrears) on account of municipal tax, land-Revenue, land tax, and other outgoings shall be borne and paid by the Owners and those arising for the period thereafter and until completion of construction shall be borne and paid by the parties hereto in Agreed Ratio provided that upon construction of any phase of the Building Complex, all taxes and outgoings in respect thereof shall be borne paid and discharged by the Transferees and for non-alienated areas therein by the parties hereto in the

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Agreed Ratio and for Separately Allocable Areas therein by the respective allottee party.

- 22.2. **CALCULATION OF AREAS:** All calculations pertaining to super built-up area and other areas shall be done on uniform principles by the Developer in respect of the Units and other constructed areas of the Building Complex. The Developer shall decide the exact nature of the Common Areas and Installations in the Building Complex and shall be entitled to add or alter the same from time to time and to identify and transfer exclusive areas in the Building Complex to the intending buyers and transferees thereof.
- 22.3. **DEATH OR INCAPACITY:** Notwithstanding any subsequent death or incapacity etc., of any individual constituent of the Owners, this Agreement and the powers to be executed in pursuance hereof shall remain valid and effective and automatically bind all the heirs, executors, administrators, legal representatives of such constituent of the Owners as if they were parties hereto.
- 22.4. **MERGER/DEMERGER:** It is further expressly clarified that notwithstanding any conversion, amalgamation, etc., of the Developer, this Agreement as well as the Power/s of Attorney to be executed by the parties in pursuance hereof, shall remain valid and effective and automatically bind all the successors or successors-in-office of the parties.
- 22.5. **FINAL DECISION IN RESPECT OF MATTERS TO BE CONSULTED:** Except as specifically provided in this Agreement to the contrary, in all those matters agreed to be decided or carried out by the Developer in consultation with the Owners or Owners' Named Representative, if there is any dispute or lack of consensus on any point or issue relating to the development and construction, the decision of the Developer on such point or issue shall be final and binding on Owners in the best interest and spirit of the development.
- 22.6. **INDEMNITY BY OWNERS:** At all times hereafter the Owners hereto shall indemnify and agree to keep the Developer, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising due to any

The bottom of the page features four handwritten signatures in blue ink. From left to right, they appear to be: a signature that is partially cut off on the left edge; a signature that reads 'Suresh Gupta'; a signature that reads 'R.R.'; and a signature that reads 'Ramesh'.

- representation of the Owners being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Owners.
- 22.7. **INDEMNITY BY DEVELOPER:** At all times hereafter the Developer hereto shall indemnify and agree to keep the Owners, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Owners and arising due to any representation of the Developer being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Developer.
- 22.8. **NO PARTNERSHIP:** The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 22.9. **NO TRANSFER:** Nothing in this Agreement is intended to or shall be construed as a transfer of title of the Subject Property in favour of the Developer.
- 22.10. **WAIVERS:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.
- 22.11. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written, oral or implied.
- 22.12. **PART UNENFORCEABILITY:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or

unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree, in the circumstances referred above, to use all reasonable endeavours to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.

22.13. **MODIFICATIONS:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by the Owners (through the Owners' Named Representative) and the Developer.

22.14. **EXECUTION IN DUPLICATE:** This Agreement may be executed in duplicate, one copy each whereof shall be retained by each party and each copy whereof shall be deemed to be the original.

23. **ACQUISITION AND REQUISITION:**

23.1. **Acquisition:** In the event of acquisition of the Subject Property or part thereof by the Government (State or Central) or any other Government instrumentality under any law (State or Central) in respect of the Subject Property and/or Building Complex, and owing thereto, the Developer decides that the Building Complex cannot be completed or proceeded by the Developer, the parties agree to the following:

- (i) The Owners shall be liable to pay and refund the entire Security Deposit to the Developer immediately.
- (ii) In case of such acquisition or requisition happening before the sanction of the Building Plans, the entire compensation shall be received by the Owners and the Owners shall pay to the Developer the costs and

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expenses until then incurred by the Developer together with reasonable compensation for loss of opportunity and profits.

- (iii) In case of such acquisition or requisition happening upon the sanction of the Building Plans but before the completion of the construction, then the compensation shall be received by the Owners and the Developer in the ratio of their respective investments in the Project and for this purpose the land shall be valued at the value of the same on the date of execution of this Agreement Provided That the amount receivable by the Developer in its share shall not be less than the costs and expenses incurred by the Developer until then.

23.2. **Acquisition and Requisition after completion of Project Development in any phase:** In case the Subject Property or any part thereof is acquired or requisitioned after completion of the Project Development in respect thereof or the Phase on the affected portion, then in that event the respective Transferees and allottee parties shall directly contest the acquisition or requisition proceeding and any compensation in respect of the respective Allocation shall belong to them respectively and otherwise proportionately.

24. **NOTICES:** Except as otherwise specifically mentioned herein, all notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of despatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered speed post without the same being served. Notice to Owners' Named Representative shall always be deemed to be a sufficient notice to Owners herein. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid.

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25. **ARBITRATION:** In case there arises any dispute or difference between the parties, the same shall at first be attempted to be reconciled through the process of mediation and each party shall provide its best efforts in such reconciliation.
- 25.1. If any dispute or difference is not reconciled through mediation as aforesaid, then all such disputes or differences between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/ or the Subject Property or determination of any liability shall be referred to arbitration and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act 1996 or any other statutory modification or enactment for the time being in force. In connection with the said arbitration, the parties have agreed and declared as follows:
- (i) The Arbitration Tribunal shall have summary powers and will be entitled to lay down their own procedure.
 - (ii) The Arbitration Tribunal will be at liberty to give interim orders and/or directions.
 - (iii) The Arbitration Tribunal shall be entitled to rely on oral submissions made by the parties and to pass awards and/or directions based on such oral submissions.
- 25.2. **JURISDICTION:** Only the Courts within the Ordinary Original Civil Jurisdiction of the Calcutta High Court and those having territorial jurisdiction over the Subject Property shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this Agreement or connected therewith including the arbitration as provided hereinabove.

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PART-IV # SCHEDULES26. THE FIRST SCHEDULE ABOVE REFERRED TO: # The Land/Subject Property

ALL THAT pieces or parcel of contiguous and adjacent land containing an area of 16 (Sixteen) Cottahs 2 (Two) Chittaks 22(Twenty Two) Sq.ft. more or less of Total Land, together with brick built tile shed structure with cemented floor standing thereon measuring more or less 100 sqft Comprised in two Dag Numbers specifically detailed hereunder:

R. S. Dag No.	L. R. Dag No.	R.S. Khatian No.	L. R Khatian No.	Recorded Nature	Land Area in Decimal	Land Area in Cottah
247	354	374/1	3143, 3150	Danga	16.8	10 Cottahs 2 Chittaks 22 sq. ft
248	355	83	3143, 3150 and 3530	Danga	9.90	6 Cottahs 00 Chittaks 00 sq. ft
				TOTAL	26.7	16 Cottahs 2 Chittaks 22 sq. ft

situated and lying at **MOUZA-BORAL**, J.L. No. - 61, R.S. No.- 199, **Block-Sonarpur**, District Collectorate Touzi No. 142, **Pargana-Magura**, Police Station Sonarpur ^{Garia St. Road} Additional District Sub-Registrar office at Sonarpur, within the jurisdiction of Rajpur-Sonarpur Municipality and **Ward No. 34, Holding No.792** in the District of South 24 Parganas.

The **SAID PROPERTY** is delineated in the plan annexed hereto duly bordered thereon in "**RED**" colour and butted and bounded as follows:

ON THE NORTH : Land Under R.S. Dag No.248 and 246 corresponding to L.R.Dag No. 355 and 353;

ON THE SOUTH : Land Under R.S. Dag No. 249, 250 and 251 corresponding to L.R. Dag No. 356,357 and 358

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- ON THE EAST** : Land Under R.S. Dag No.252 corresponding to
L.R. Dag No. 359
- ON THE WEST** : 20ft. existing road under R.S. Dag No. 147
corresponding to L.R. Dag No. 223.

27. **THE SECOND SCHEDULE ABOVE REFERRED TO # Tentative**

Common Areas and Installations:

27.1. **Common Areas & Installations at any Block:**

- (i) Concealed Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the installation of two lifts at the Designated Block.
- (ii) Electrical installations with main switch and meter and space required therefore in the Building.
- (iii) Overhead water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the Building.
- (iv) Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.

27.2. **Common Areas & Installations at the Building Complex:**

- (i) Electrical installations and the accessories and wirings in respect of the Building Complex and the space required therefore, if installed.
- (ii) Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Buildings.
- (iii) Water waste and sewerage evacuation pipes and drains from the several buildings to the municipal drains.

28. **THE THIRD SCHEDULE ABOVE REFERRED TO:**

Specifications

28.1. **STRUCTURE:** The building shall be constructed with RCC framed in accordance with the plan and drawing prepared by the Architects and sanctioned by the appropriate authority.

28.2. **FLOORING:** Flooring in the rooms of the Units shall be of vitrified tiles.

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28.3. **UNIT:**

- 28.4. Flooring : Floor tiles.
 28.5. Walls : Plaster of Paris.
 28.6. Windows : Aluminium Sliding Glass windows.
 28.7. Electrical : Copper concealed insulated wiring, semi-modular switches.
 28.8. Plumbing : concealed pipes, white sanitary wares in toilet.

29. **THE FOURTH SCHEDULE ABOVE REFERRED TO:** Agreed
Proportion:

1	SHRI AJAY GUPTA & SMT. SUNITA GUPTA (Owners)	25%
2	M/S. JN BSA SHARANAM REALTORS LLP (Promoter)	75%
	TOTAL:	100%

30. **THE FIFTH SCHEDULE ABOVE REFERRED TO: # Extras & Deposits:**

- (i) **EXTRAS** shall include:
- (i) Any type of taxes like GST (Goods & Services Tax), VAT, tax, local taxes and any other statutory levy or tax etc., payable to any government authority or local body (without however affecting the provisions in respect thereof under the operative part of the agreement above).
- (ii) Any EDC/IDC charges payable to any government authority or any local body etc.
- (ii) all costs, charges and expenses on account of bringing electricity lines/connections, HT & LT power (including Sub-station, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts payable to the electricity service provider.

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- (iii) all costs, charges and expenses on account of bringing water lines/connections and all the amounts payable to the provider thereof.
- (iv) Security or any other deposit (including minimum deposits or any deposit by any name called) and all amounts or increases thereof payable to the electricity service provider for electricity water and any other connection or service at the Complex.
- (v) all costs, charges and expenses on account of one or more generators and like other power-backup equipment and all their accessories (including cables, panels and the like) for the Complex.
- (vi) External pipelines, sewerage treatment plants etc.
- (vii) Betterment fees, development charges, and other levies taxes duties and statutory liabilities that may be charged on the Subject Property or the buildings or the Units or on their transfer or construction partially or wholly, as the case may be.
- (viii) Cost of formation of Association/service maintenance company/society.
- (ix) Intercom, CCTV or any other chargeable facility as may be decided by the Developer.
- (x) **DEPOSITS** (which shall be interest free) shall include:
 - (xi) Deposit on account of maintenance charges, electricity, water, other facilities, common expenses, rates and taxes, sinking fund etc.

31. **THE SIXTH SCHEDULE ABOVE REFERRED TO: #Chain of Title:**

The facts about the Owners deriving title to the said Property is as follows:-

WHEREAS by a registered Bengali Saf-kobala executed on 5th June, 1962 recorded in Book No. 1, Volume No. 61, Pages 6 to 11 Being Deed No. 2444 for the year 1962 registered at the office of District Registrar at Alipore, 24 Parganas one Kusum Kumari Chowdhury wife of Shyama Charan Chowdhury being bonafide recorded owner sold, transferred, conveyed in favour of Priya Brat Chowdhury son of Lakhiram Chowdhury several plots of land including land measuring 18 Decimals comprised in R.S. Dag No. 247, under R.S.

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Khatian No. 374/1 and land measuring 11 Decimal comprised in R.S. Dag No. 248 under R.S. Khatian No.83 admeasuring an area of 29 Decimals in total lying and situated at **MOUZA - BORAL**, J.L. No. 61, P.S. – Sonarpur, R.S. No.199, District Collectorate Touzi No. 142, Pargana-Magura, District- 24 Parganas.

AND WHEREAS by virtue of aforesaid registered Deed of Bengali Saf-Kobala the said Priya Brat Chowdhury being absolutely seized and possessed of or otherwise sufficiently entitled to as owner and being in khas physical possession of the aforesaid land mutated his name in the record of the B.L & LRO.

AND WHEREAS while enjoying his right, title and interest as well as khas physical possession of the aforesaid land, the said Priya Brat Chowdhury died intestate on 3rd December, 2006 leaving behind his two sons Shri Surinder Singh and Shri Rajinder Singh in respect of his all belongings including the aforesaid land, his wife of Priya Brat Chowdhury had predeceased him.

AND WHEREAS by virtue of their legal heirship the said Shri Surinder Singh and Shri Rajinder Singh became absolute owners having undemarcated 50% share each in terms of Hindu Succession Act, 1956 in respect of land measuring 18 Decimals comprised in R.S. Dag No. 247, under R.S. Khatian No. 374/1 and land measuring 11 Decimal comprised in R.S. Dag No. 248 under R.S. Khatian No.83 admeasuring an area of 29 Decimals in total lying and situate at **MOUZA - BORAL**, J.L. No. 61, P.S. – Sonarpur, R.S. No.199, District Collectorate Touzi No. 142, Pargana-Magura, District- 24 Parganas.

AND WHEREAS by a Deed of Gift executed on 17th November, 2009 recorded in Book No. I, CD Volume No. 20, Pages from 1677 to 1688 Being Deed No. 06190 for the year 2009 registered at the office of District Sub- Registrar IV Alipore , South 24 Parganas , said Rajinder Singh transferred by way of gift in favour of his son Shri Abhishek Chhikara All That piece and parcel of a plot of a Danga Land measuring an

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area more or less 9 Decimals or equivalent to 5 Cottahs 7 Chittacks 5 Sq.ft comprised in R.S. Dag No. 247 under R.S. Khatian No. 374/1 and a Plot of Danga Land measuring an area more or less 5.5 Decimals or equivalent to 3 Cottahs 5 Chittacks 10 Sq.ft comprised in R.S. Dag No. 248 under R.S. Khatian No. 83, admeasuring of an area 14.5 Decimals more or less equivalent to 8 Cottahs 12 Chittacks 15 Sq.ft lying and situated in R.S. Dag Nos.247 and 248 under R.S. Khatian No. 374/1 and 83 respectively at **MOUZA- BORAL**, J.L. No. 61, R.S. No. 199, Touzi No. 142, Pargana – Magura, within the limits of Rajpur Sonarpur Municipality under Ward No. 34, Police Station and Additional District Sub-Registry Office at Sonarpur in the District of South 24 Parganas.

AND WHEREAS by virtue of the Deed of Conveyance executed on 22nd September, 2011 recorded in Book No. 1, CD Volume No. 24, Pages from 2890 to 2911, Being No. 07327 for the year 2011 registered at the office of DSR-IV, South 24Parganas the said Sri Abhishek Chhikara and said Sri Surinder Singh sold, transferred, conveyed in favour of Sri Piyush Parekh son of Sri Deepak Parekh and Smt. Neeta Parekh wife of Sri Piyush Parekh All That piece and parcel of Danga Land measuring more or less an area of 4 Cottahs comprised in R.S. Dag No. 248 under R.S. Khatian No. 83 lying and situated at **MOUZA - BORAL**, J.L. No. 61, R.S. No. 199, under P.S. – Sonarpur ,District Collectorate Touzi No. 142, Pargana – Magura, in the District of South 24 Parganas within the limits of Ward No. 34 of the Rajpur Sonarpur Municipality, Additional District Sub-Registrar Office at Sonarpur.

AND WHEREAS by virtue of another Deed of Sale executed on 22nd September, 2011 recorded Book No. 1, CD Volume No. 24, Pages from 2912 to 2934, Being No. 07328 for the year 2011 registered at the office of DSR-IV, South 24Parganas that said Sri Abhishek Chhikara and said Sri Surinder Singh sold, transferred, conveyed in favour of Ajay Gupta son of Devendra Kumar Gupta and Smt. Sunita Gupta wife of Shri Ajay Gupta All That piece and parcel of Danga Land measuring more or less an area of 1 Cottah 08 Chittack comprised in R.S. Dag No. 248 under R.S. Khatian No. 83 and 10 Cottahs 02 Chittacks 22 Sq.ft comprised in R.S. Dag No. 247 and under

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R.S. Khatian No. 374/1 admeasuring more or less an area of 11 Cottahs 10 Chittacks 22 Sq.ft lying and situated at **MOUZA- BORAL**, J.L. No. 61, , under P.S. – Sonarpur R.S. No. 199, in the District of South 24 Parganas within the limits of Ward No. 34 of the Rajpur Sonarpur Municipality, Additional District Sub-Registrar Office at Sonarpur.

AND WHEREAS by another deed of conveyance the said Sri Surinder Singh son of Late Priya Brat Chowdhury sold, transferred, conveyed in favour of Sri Ajay Gupta son of Devendra Kumar Gupta by virtue of a registered Deed of Conveyance recorded in Book No. –I, CD Volume No. 24, Pages from 2957 to 2987 Being Deed No. 7330 for the year 2011 registered at the office of the District Sub-Registrar – IV, District South 24 Parganas, All That piece and parcel of Danga Land measuring more or less an area of 08 Chittacks lying and situate at **MOUZA - BORAL**, J.L. No. 61, , under P.S. – Sonarpur R.S. No. 199, in the District of South 24 Parganas within the limits of Ward No. 34 of the Rajpur Sonarpur Municipality, Additional District Sub-Registrar Office at Sonarpur District Collectorate Touzi No. 142, Pargana- Magura comprised in R.S. Dag No. 248 under R.S. Khatian No. 83 in the District of South 24 Parganas within the limits of Ward No. 34 of the Rajpur Sonarpur Municipality, Additional District Sub-Registrar Office at Sonarpur.

AND WHEREAS the said Sri Piyush Parekh son of Sri Deepak Parekh, Smt. Neeta Parekh wife of Sri Piyush Parekh sold and conveyed, transferred unto and in favour of Ajay Gupta and Sunita Gupta wife of Ajay Gupta by virtue of a Deed of Conveyance dated 28th August, 2019 , recorded in Book No. –I, Volume No. 1629-2019, Pages from 133034 to 133068 Being Deed No. 04246 for the year 2019 registered at the office of Additional District Sub-Registrar – Garia , All That piece and parcel of Danga Land measuring more or less an area of 04(Four) Cottahs, together with brick built tile shed structure with cemented floor having an area more or less 100 Sq.ft now standing thereon lying and situated at **MOUZA -BORAL**, J.L. No. 61, , under P.S. – Sonarpur R.S. No. 199, District Collectorate Touzi No. 142, Pargana- Magura comprised in R.S. Dag No. 248 corresponding to L.R. Dag No. 355 under R.S.

ajay s
Ajay Gupta

kan

Parekh

Khatian No. 83 under L.R. Khatian no. 662 in the District of South 24 Parganas within the limits of Ward No. 34 of the Rajpur Sonarpur Municipality, Additional District Sub-Registrar Office at Sonarpur.

AND WHEREAS on the basis of application for introductory assessment for two contiguous land, Land measuring an area more or less 10 Cottahs 2 Chittaks 22 sq.ft corresponding to 16.78 Decimal comprised in R.S. Dag No. 247 under R.S. Khatian No. 374/1 corresponding to L.R. Dag No. 354 under L.R. Khatian No. 662 corresponding to L.R. Khatian No. 3143 and 3150 and land measuring an area more or less 6 Cottahs corresponding to 9.90 Decimal comprising in R.S. Dag No. 248 under R.S. Khatian No. 83 corresponding to L.R. Dag No. 355 under L.R. Khatian No. 3143, 3150, 3530 considering everything Rajpur- Sonarpur Municipality allotted the Holding No. 792 as a single premises in respect of aforesaid land.

AND WHEREAS, thus the owners collectively are now absolutely seized entitled with the title as well as khas physical possession of all that piece and parcel of land measuring 10 cottahs 2 chhitaks 22 sqft comprising in R.S. Dag 247 and R.S. Khatian- 374/1 corresponding to L.R. Dag No. 354 and L.R. Khatian 3143, 3150 respectively and land measuring 6 cottahs comprising in R.S. Dag No. 248 and R.S. Khatian - 83 corresponding to L.R. Dag No. 355 and L.R. Khatian 3143, 3150 respectively admeasuring an area of 16 cottah 2 chhitak 22 sqft corresponding to Holding No. 792 lying and situated in **MOUZA- BORAL**, J.L. No. 61, , under P.S. - Sonarpur R.S. No. 199, District Collectorate Touzi No. 142, Pargana- Magura, in the District of South 24 Parganas within the limits of Ward No. 34 of the Rajpur Sonarpur Municipality, Additional District Sub-Registrar Office at Sonarpur.

Ans E

Lambert

RR

Gaon

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

SIGNED SEALED AND DELIVERED on behalf of the withinnamed **OWNERS** at

Kolkata in the presence of:

Uttam Palani
70, K.S. Road, Kol-1

Balish Kumar Shukla

23B, N.S. Road, Police
Station - Hare Street, P.O.
G.P.O., Kolkata-700001

Ajay Gupta
AJAY GUPTA

Sunita Gupta
SUNITA GUPTA

SIGNED SEALED AND DELIVERED by the with in named **DEVELOPER** through its Partners at Kolkata in the presence of:

Balish Kumar Shukla
23B, N.S. Road, Police
Station - Hare Street, P.O.
G.P.O. Kolkata-700001

Nabanita Chakraborty
10, Old post office street, left block. Kol. Kaha-700001
Drafted by.

JN BSA Sharanam Realtors LLP

D. D. D.
Partner

JN BSA Sharanam Realtors LLP

G. G.
Partner

SIGNATURE OF DEVELOPER

Kallol Saha

(KALLOL SAHA)
ADVOCATE
High Court, Calcutta
F/1330/1550/1995

RECEIVED of and from the within named Developer the within mentioned sum of **Rs. 1,00,000/- (Rupees One Lakhs one thousand) only** being the consideration money in full payable under these presents as per Memo below:

MEMO OF CONSIDERATION:

Sl.No.	Cheque No./ D.D. No.	Date	Drawn on	Amount (Rs.)
1			online transfer	1,00,000.00
			Total	

Total Rs. One Lakh One Thousand only

Supriya Sankar.
31, Telipara lane
Kokkattu - Ferozole.

Signature
Signature

SIGNATURES OF THE OWNERS



Handwritten signature in blue ink.













Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little













Finger prints of the executant



Handwritten signature in blue ink.

Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little

 					
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
					
Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little	

<i>Finger prints of the executant</i>					
 					
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
					
Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little	

SITE MAP OF LAND COMPRISED IN R.S. DAG NO.247 CORRESPONDING TO L.R. DAG NO. 354, R.S. KHATIAN NO.374/1 CORRESPONDING TO L.R. KHATIAN NO.3143,3150 AND R.S. DAG NO. 248 CORRESPONDING TO L.R. DAG NO. 355, R.S. KHATIAN NO. 83 CORRESPONDING TO L.R. KHATIAN NO. 3143, 3150 AND 3530 OF MOUZA BORAL, J.L. NO. 661, R.S. NO.199, TOUZI NO. 142, P.S. SONARPUR, PARGANA - MAGURA, DISTRICT- SOUTH 24 PARGANAS, UNDER RAJPUR - SONARPUR MUNICIPALITY, WARD NO. 34, HOLDING NO. 792, KOLKATA-700 154. NTS

AREA OF LAND - 16KT. 2CH. 22 SQ.FT. SHOWN IN RED LINE BORDER



JN BSA Sharanam Realtors LLP

[Signature]
Partner

JN BSA Sharanam Realtors LLP

[Signature]
Partner

SIGNATURE OF DEVELOPER

[Signature]

SIGNATURE OF OWNER

Major Information of the Deed




Deed No :	I-1904-12604/2023	Date of Registration	01/09/2023
Query No / Year	1904-2002183685/2023	Office where deed is registered	
Query Date	25/08/2023 3:27:45 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	UTTAM PAHARI 7C.KIRAN SHANKAR ROY ROAD,Thana : Hare Street, District : Kolkata, WEST BENGAL. Pin - 700001. Mobile No: 9830113138, Status :Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,00,000/-]		
Set Forth value	Market Value		
	Rs. 3,01,46,716/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 1,105/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Garia Station Road, Mouza: Boral, JI No: 61, Pin Code : 700154

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-354 (RS :-)	LR-3143	Bastu	Danga	16.8 Dec		1,89,68,720/-	Width of Approach Road: 20 Ft.,
L2	LR-355 (RS :-)	LR-3150	Bastu	Danga	9.9 Dec		1,11,77,996/-	Width of Approach Road: 20 Ft.,
	TOTAL :				26.7Dec	0 /-	301,46,716 /-	
	Grand Total :				26.7Dec	0 /-	301,46,716 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri Ajay Gupta Son of Shri Devendra Kumar Gupta Executed by: Self, Date of Execution: 31/08/2023 , Admitted by: Self, Date of Admission: 01/09/2023 ,Place : Office			
		01/09/2023	LTI 01/09/2023	01/09/2023

City:- , P.O:- Lake Garden, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700045 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: adxxxxx7d, Aadhaar No: 32xxxxxxxx9932, Status :Individual, Executed by: Self, Date of Execution: 31/08/2023 , Admitted by: Self, Date of Admission: 01/09/2023 ,Place : Office










2	Name	Photo	Finger Print	Signature
	Smt Sunita Gupta Daughter of Shri Ajay Gupta Executed by: Self, Date of Execution: 31/08/2023 , Admitted by: Self, Date of Admission: 01/09/2023 ,Place : Office			
		01/09/2023	01/09/2023	01/09/2023




City:- , P.O:- Lake Garder, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700045 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ahxxxxx2l, Aadhaar No: 45xxxxxxxx9482, Status :Individual, Executed by: Self, Date of Execution: 31/08/2023 , Admitted by: Self, Date of Admission: 01/09/2023 ,Place : Office

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	JN BSA SHARANAM REALTORS LLP 23B, Netaji Subhas Road, City:- Kolkata, P.O.- GPO, P.S -Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx5D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td>RISHI KUNJ GOENKA Son of Mr RAJ KUMAR GOENKA Date of Execution - 31/08/2023, , Admitted by: Self, Date of Admission: 01/09/2023, Place of Admission of Execution: Office</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Sep ' 2023 8:36PM</td> <td>01/09/2023</td> <td>01/09/2023</td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	RISHI KUNJ GOENKA Son of Mr RAJ KUMAR GOENKA Date of Execution - 31/08/2023, , Admitted by: Self, Date of Admission: 01/09/2023, Place of Admission of Execution: Office					Sep ' 2023 8:36PM	01/09/2023	01/09/2023
Name	Photo	Finger Print	Signature										
RISHI KUNJ GOENKA Son of Mr RAJ KUMAR GOENKA Date of Execution - 31/08/2023, , Admitted by: Self, Date of Admission: 01/09/2023, Place of Admission of Execution: Office													
	Sep ' 2023 8:36PM	01/09/2023	01/09/2023										
	3, Alipore Road, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AMxxxxxx9B, Aadhaar No: 80xxxxxxxx1606 Status : Representative, Representative of : JN BSA SHARANAM REALTORS LLP (as PARTNER)												

2	Name	Photo	Finger Print	Signature
	Mr ROHIT AGARWAL (Presentant) Son of Mr PRBHAT KUMAR AGARWAL Date of Execution - 31/08/2023, , Admitted by: Self, Date of Admission: 01/09/2023, Place of Admission of Execution: Office			
		Sep 1 2023 6:38PM	L1 01/09/2023	01/09/2023
Netaji Subhas Road, City:-, P.O:- GPO, P.S.-Hare Street, District:-Kolkata, West Bengal, India, PIN:-700001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGxxxxxx6H, Aadhaar No: 80xxxxxxx1606 Status Representative, Representative of : JN BSA SHARANAM REALTORS LLP (as Partner)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr UTTAM KUMAR PAHARI Son of Mr KANAI LAL PAHARI Village - SUTAHATA, P.O.- GPO, P.S.- SUTAHATA, District:-Purba Midnapore, West Bengal, India, PIN - 721635			
	01/08/2023	01/09/2023	01/09/2023
Identifier Of Shri Ajay Gupta, Smt Sunita Gupta, RISHI KUNJ GOENKA, Mr ROHIT AGARWAL			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri Ajay Gupta	JN BSA SHARANAM REALTORS LLP-8.4 Dec
2	Smt Sunita Gupta	JN BSA SHARANAM REALTORS LLP-8.4 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Shri Ajay Gupta	JN BSA SHARANAM REALTORS LLP-4.95 Dec
2	Smt Sunita Gupta	JN BSA SHARANAM REALTORS LLP-4.95 Dec

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Garia Station Road, Mouza: Boral, JI No: 61, Pin Code : 700154

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 354, LR Khatian No:- 3143	Owner:শ্রী অজয় গুপ্তা, Gurdian:সুনীতা গুপ্তা, Address:গারিয়া স্টেশন রোড, Classification:কমার্শিয়াল, Area:0.09000000 Acre,	Shri Ajay Gupta
L2	LR Plot No:- 355, LR Khatian No:- 3150	Owner:শ্রীমতী সুনীতা গুপ্তা, Gurdian:অজয় গুপ্তা, Address:গারিয়া স্টেশন রোড, Classification:কমার্শিয়াল, Area:0.05000000 Acre,	Smt Sunita Gupta

Endorsement For Deed Number : I - 190412604 / 2023

On 01-09-2023

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.

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

Presented for registration at 15:05 hrs on 01-09-2023, at the Office of the A.R.A. - IV KOLKATA by Mr ROHIT AGARWAL ..

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 3,01,46,716/-

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

Execution is admitted on 01/09/2023 by 1. Shri Ajay Gupta, Son of Shri Devendra Kumar Gupta, P.O: Lake Garden, Thana: Lake, , South 24-Parganas, WEST BENGAL India, PIN - 700045, by caste Hindu, by Profession Business, 2. Smt Sunita Gupta, Daughter of Shri Ajay Gupta, P.O: Lake Garden, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700045, by caste Hindu, by Profession House wife

Identified by Mr UTTAM KUMAR PAHARI, . . Son of Mr KANAI LAL PAHARI, P.O: GPO, Thana: Sutahata, , Purba Midnapore, WEST BENGAL, India, PIN - 721635, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 01-09-2023 by RISHI KUNJ GOENKA, PARTNER, JN BSA SHARANAM REALTORS LLP (Partnership Firm), 23B, Netaji Subhas Road, City- Kolkata, P.O- GPO, P.S.-Hare Street, District-Kolkata, West Bengal, India, PIN- 700001

Identified by Mr UTTAM KUMAR PAHARI, . . Son of Mr KANAI LAL PAHARI, P.O: GPO, Thana: Sutahata, , Purba Midnapore, WEST BENGAL, India, PIN - 721635, by caste Hindu, by profession Law Clerk

Execution is admitted on 01-09-2023 by Mr ROHIT AGARWAL . Partner, JN BSA SHARANAM REALTORS LLP (Partnership Firm), 23B, Netaji Subhas Road, City- Kolkata, P.O - GPO, P.S.-Hare Street, District-Kolkata, West Bengal, India, PIN- 700001

Identified by Mr UTTAM KUMAR PAHARI, . . Son of Mr KANAI LAL PAHARI, P.O: GPO, Thana: Sutahata, , Purba Midnapore, WEST BENGAL, India, PIN - 721635, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,105.00/- (B = Rs 1,000.00/- ,E = Rs 21.00/- ,J = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 1,105/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 26/08/2023 5:50PM with Govt. Ref. No: 192023240189684908 on 26-08-2023, Amount Rs: 1,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 1623898644215 on 26-08-2023, Head of Account 0030-03-104-001-16
Online on 01/09/2023 6:27PM with Govt. Ref. No: 192023240199951168 on 01-09-2023, Amount Rs: 84/-, Bank: SBI EPay (SBIEPay), Ref. No. 8322016010225 on 01-09-2023, Head of Account 0030-03-104-001-16


Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs. 100.00/-, by online = Rs 74,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 40751, Amount: Rs. 100.00/-, Date of Purchase: 28/08/2023, Vendor name: A Sarkar

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB.
Online on 26/08/2023 5:50PM with Govt. Ref. No: 192023240189684908 on 26-08-2023, Amount Rs: 39,921/-, Bank: SBI EPay (SBlePay), Ref. No. 1623898644215 on 26-08-2023, Head of Account 0030-02-103-003-02
Online on 01/09/2023 6:27PM with Govt. Ref. No: 192023240199951188 on 01-09-2023, Amount Rs: 35,000/-, Bank: SBI EPay (SBlePay), Ref. No. 8322016010225 on 01-09-2023, Head of Account 0030-02-103-003-02


Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2023, Page from 588447 to 588514

being No 190412604 for the year 2023.



Digitally signed by MOHUL MUKHOPADHYAY
Date: 2023.09.06 16:09:05 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 06/09/2023
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.