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# भारतीय गैर न्यायिक



## INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

A.R.A.  
IV

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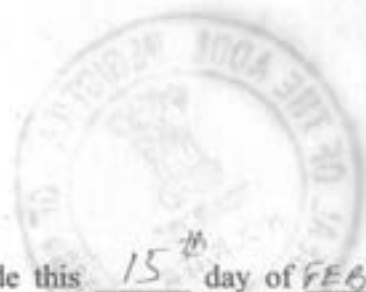
Certified that the Document is admitted of Registration. The Signature Sheet and the endorsement sheets attached to this document are the part this Document.

Additional Registrar of Assurances-IV, Kolkata

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Additional Registrar of Assurances-IV, Kolkata



5 FEB 2023

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THIS AGREEMENT made this 15<sup>th</sup> day of FEBRUARY Two Thousand and Twenty Three BETWEEN (1) PRABHA APARTMENTS LLP, (having LLPIN - AAV4602 and PAN: AAZFP7666E) a Limited Liability Partnership having its Registered Office at Room No. 703-704, 7<sup>th</sup> Floor, Gate No. 4, "Poddar Court", 18, Rabindra Sarani,



Handwritten: *to which*  
Signature

1878890  
DSP LAW ASSOCIATES  
Nico House  
Hura Street  
Kolkata-700017

NAME \_\_\_\_\_  
ADD \_\_\_\_\_  
Re \_\_\_\_\_  
18 JAN 2023  
SURANJAN MUKHERJEE  
Licensed Stamp Vendor  
C. C. Court  
8 B & B, Ring Road, P. I.

TEN  
RUPEES  
Rs. 10

VI  
A.S.R.A.

Additional Registrar of  
Assurances-IV, Kolkata



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Additional Registrar of  
Assurances-IV, Kolkata

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



192022230293832128

GRN Details

GRN:	192022230293832128	Payment Mode:	SBI Epay
GRN Date:	13/02/2023 14:06:47	Bank/Gateway:	SBICPay Payment Gateway
BRN :	5802167273835	BRN Date:	13/02/2023 14:07:16
Gateway Ref ID:	230440867538	Method:	HDFC Retail Bank NB
GRIPS Payment ID:	130220232029383211	Payment Init. Date:	13/02/2023 14:06:47
Payment Status:	Successful	Payment Ref. No:	2000370347/1/2023
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	Ms PRABHA AIKYAM LLP
Address:	18 RABINDRA SARANI, PODDAR COURT, GATE NO - 4, FLOOR - 7, KOLKATA - 700001
Mobile:	9831009994
Period From (dd/mm/yyyy):	13/02/2023
Period To (dd/mm/yyyy):	13/02/2023
Payment Ref ID:	2000370347/1/2023
Dept Ref ID/DRN:	2000370347/1/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000370347/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2000370347/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	14021
			<b>Total</b>	<b>89042</b>

IN WORDS: EIGHTY NINE THOUSAND FORTY TWO ONLY.

PAID



Post Office Bowbazar, Police Station - Bowbazar, Kolkata-700001, **(2) PRABHA TOWERS LLP**, (having LLPIN - AAV4603 and PAN: AAZFP7667F) a Limited Liability Partnership having its Registered Office at Room No. 703-704, 7<sup>th</sup> Floor, Gate No. 4, "Poddar Court", 18, Rabindra Sarani, Post Office Bowbazar, Police Station - Bowbazar, Kolkata-700001, **(3) VIVAARA CONSTRUCTIONS LLP**, (having LLPIN - AAW6200 and PAN: AAUFV0532E) a Limited Liability Partnership having its Registered Office at Room No. 703-704, 7<sup>th</sup> Floor, Gate No. 4, "Poddar Court", 18, Rabindra Sarani, Post Office Bowbazar, Police Station - Bowbazar, Kolkata-700001, **(4) VIVAARA HIGHRISE LLP**, (having LLPIN - AAW6945 and PAN: AAUFV0723D) a Limited Liability Partnership having its Registered Office at Room No. 703-704, 7<sup>th</sup> Floor, Gate No. 4, "Poddar Court", 18, Rabindra Sarani, Post Office Bowbazar, Police Station - Bowbazar, Kolkata-700001, **(5) VIVAARA HOMES LLP**, (having LLPIN - AAW6199 and PAN: AAUFV0516E) a Limited Liability Partnership having its Registered Office at Room No. 703-704, 7<sup>th</sup> Floor, Gate No. 4, "Poddar Court", 18, Rabindra Sarani, Post Office Bowbazar, Police Station - Bowbazar, Kolkata-700001, **(6) VIVAARA LIFESTYLE LLP**, (having LLPIN - AAW6202 and PAN: AAUFV0517F) a Limited Liability Partnership having its Registered Office at Room No. 703-704, 7<sup>th</sup> Floor, Gate No. 4, "Poddar Court", 18, Rabindra Sarani, Post Office Bowbazar, Police Station - Bowbazar, Kolkata-700001, **(7) VIVAARA TOWERS LLP**, (having LLPIN - AAW6201 and PAN: AAUFV0530G) a Limited Liability Partnership having its Registered Office at Room No. 703-704, 7<sup>th</sup> Floor, Gate No. 4, "Poddar Court", 18, Rabindra Sarani, Post Office Bowbazar, Police Station - Bowbazar, Kolkata-700001, **(8) VIVAARA VENTURES LLP**, (having LLPIN - AAW6946 and PAN: AAUFV0720A) a Limited Liability Partnership having its Registered Office at Room No. 703-704, 7<sup>th</sup> Floor, Gate No. 4, "Poddar Court", 18, Rabindra Sarani, Post Office Bowbazar, Police Station - Bowbazar, Kolkata-700001, **(9) VIVAARA APARTMENTS LLP**, (having LLPIN - AAW6197 and PAN: AAUFV0539R) a Limited Liability Partnership having its Registered Office at Room No. 703-704, 7<sup>th</sup> Floor, Gate No. 4, "Poddar Court", 18, Rabindra Sarani, Post Office Bowbazar, Police Station - Bowbazar, Kolkata-700001, **(10) VIVAARA DEVELOPERS LLP**, (having LLPIN - AAW6950 and PAN: AAUFV0764C) a Limited Liability Partnership having its Registered Office at Room No. 703-704, 7<sup>th</sup> Floor, Gate No. 4, "Poddar Court", 18, Rabindra Sarani, Post Office Bowbazar, Police Station - Bowbazar, Kolkata-700001, **(11) VIVAARA REALCON LLP**, (having LLPIN - AAW6337 and PAN: AAUFV0590J) a Limited Liability Partnership having its Registered Office at Room No. 703-704, 7<sup>th</sup> Floor, Gate No. 4, "Poddar Court", 18, Rabindra Sarani, Post Office Bowbazar, Police Station - Bowbazar, Kolkata-700001, **(12) VIVAARA SPACES LLP**, (having LLPIN - AAW6417 and PAN: AAUFV0624P) a Limited Liability Partnership having its Registered Office at Room No. 703-704, 7<sup>th</sup> Floor, Gate No. 4, "Poddar Court", 18, Rabindra Sarani, Post Office Bowbazar, Police Station - Bowbazar, Kolkata-700001, **(13) VIVAARA INFRAPROJECTS LLP**, (having LLPIN -



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AAW6415 and PAN: AAUFV0588Q) a Limited Liability Partnership having its Registered Office at Room No. 703-704, 7<sup>th</sup> Floor, Gate No. 4, "Poddar Court", 18, Rabindra Sarani, Post Office Bowbazar, Police Station - Bowbazar, Kolkata-700001, (14) VIVAARA REALTORS LLP, (having LLPIN - AAW6947 and PAN: AAUFV0721B) a Limited Liability Partnership having its Registered Office at Room No. 703-704, 7<sup>th</sup> Floor, Gate No. 4, "Poddar Court", 18, Rabindra Sarani, Post Office Bowbazar, Police Station - Bowbazar, Kolkata-700001, all represented by their Partner Mr. Harish Kumar Giria (having PAN AIRPG3901B and Aadhaar No. 7564-1531-5705) son of Sri Lalit Kumar Giria residing at CD-35, Sector - I, Salt Lake City, Post Office Bidhannagar, Police Station Bidhannagar (North), Kolkata, Pin Code 700064 hereinafter collectively referred to as "the OWNERS" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successors or successors-in-office and/or assigns) of the ONE PART AND PRABHA AIKYAM LLP (having LLPIN - ABZ-6080 and PAN ABCFP9926F) a Limited Liability Partnership having its Registered Office at Room No. 703-704, 7<sup>th</sup> Floor, Gate No. 4, "Poddar Court", 18, Rabindra Sarani, Post Office Bowbazar, Police Station - Bowbazar, Kolkata-700001 represented by its Designated Partner Mr. Sagar Kumar Giria (having PAN ANCPG3328C and Aadhaar No. 4795 1703 9067) son of Sri Lalit Kumar Giria residing at CD-35, Sector - I, Salt Lake City, Post Office Bidhannagar, Police Station Bidhannagar (North), Kolkata, Pin Code 700064; hereinafter referred to as "the DEVELOPER" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or successors-in-interest and/or assigns) of the OTHER PART:

#### SECTION-I # DEFINITIONS & INTERPRETATION:

##### 1. DEFINITIONS:

- 1.1 Unless in this Agreement there be something contrary or repugnant to the subject or context:-
- 1.1.1 "Agreed Ratio" shall mean the ratio of sharing or distribution of Realization between the Owners and the Developer which shall be 70% (Seventy percent) belonging to the Owners and 30% (Thirty percent) belonging to the Developer.
- 1.1.2 "Appropriate Authorities" shall mean the Central or State Government or any Department thereof and/or its officers and all other State Executives, judicial or quasi-judicial authorities and persons and includes any local authority, Government Company, statutory bodies or authorities, Bidhannagar Municipal Corporation, (formerly Rajarhat Gopalpur Municipality), panchayat, gram panchayat, municipal authorities, planning authority, development authority, B.L.&L.R.O., D.L.&L.R.O., District Magistrate, Additional District Magistrate, commissioner, collector, other authorities under the West Bengal Land Reforms Act or Estates Acquisition Act any or other statute, KMDA, MED, fire brigade, the competent authority under the



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Urban Land (Ceiling & Regulation) Act, 1976, airport authority, highway authorities, authorities under the Real Estate Laws, police authorities, law enforcement authorities, pollution control authorities, fire service authorities, insurance companies, courts, tribunals, judicial and quasi-judicial authorities and forums, service/utility providers for electricity, water, drainage, sewerage, lift, generator, telecom, television, wireless connectivity, digital or any other utilities whatsoever.

- 1.1.3 **"Building Complex"** shall mean the New Buildings at the Subject Property together with the Common Areas and Installations and wherever the context so permits or intends, shall include the land at the Subject Property.
- 1.1.4 **"Building Plans"** shall mean the Building Plan No. SWS-OBPAS/2109/2022/0756 dated 18.12.2022 sanctioned by the Bidhannagar Municipal Corporation sanctioned by the Bidhannagar Municipal Corporation for the construction of New Buildings at the Subject Property and shall include all modifications and/or alterations that may be made thereto as well as all extensions and/or renewals thereof.
- 1.1.5 **"Common Areas and Installations"** shall according to the context mean and include the areas, installations and facilities comprised in and for the New Buildings and/or the Subject Property as mentioned in the **SECOND SCHEDULE** hereunder written and expressed or intended by the Developer from time to time for use in common with rights to the Developer to modify and/or alter the same and/or to keep any part or parts of the Common Areas and Installations meant for use by a specified category of Transferees and/or such other persons as the Developer may deem fit and proper.
- 1.1.6 **"Common Purposes"** shall mean and include the purposes of managing, maintaining, administering, upkeep and security of the Building Complex and in particular the Common Areas and Installations; the rendition of common services in common to the Transferees thereof; the collection and disbursement of the common expenses; the regulation of the mutual rights, obligations and liabilities of the Transferees thereof and dealing with all matters which are of common interest to the Transferees thereof.
- 1.1.7 **"Completion of Construction"** in connection with any New Building shall mean that such New Building is constructed and Completion Certificate(s) for it is/are issued by the Architect.
- 1.1.8 **"Developer's Share of Realization"** shall mean 70% (seventy percent) of the Realizations in respect of all the Transferable Areas.

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- 1.1.9 "**Extras and Deposits**" shall mean the amounts mentioned in **FOURTH SCHEDULE** hereto subject to any variations that may be made as per Clause 10.7 hereto.
- 1.1.10 "**Force Majeure**" shall mean any event or combination of events or circumstances that are beyond the control of a party and which cannot be prevented or caused to be prevented and which materially and adversely affect a party's ability to perform its obligations under this Agreement including (a) Acts of God i.e., fire, draught, flood, earthquake, storm, lightning, epidemics, pandemic and other natural disasters; (b) Explosions or accidents, air crashes; (c) General strikes and/or lock-outs, civil disturbances, curfews etc.; (d) Civil commotion, insurgency, war or enemy action or terrorist action; (e) Change in law, Rules and Regulations, injunctions, prohibitions or stay granted by any court of law, arbitrator or the Government; (f) Non-functioning of any existing or new Appropriate Authority due to any reason whatsoever and (g) any other event or circumstance which is beyond the control of the parties.
- 1.1.11 "**Internal Agreed Proportion**" shall mean the proportion of sharing of the Owners' Share of Realization inter se amongst the Owners as mentioned in the **FIFTH SCHEDULE** hereto.
- 1.1.12 "**New Buildings**" shall mean the one or more buildings and/or other structures that may be constructed by the Developer from time to time at the Subject Property.
- 1.1.13 "**Owners' Share of Realization**" shall mean 30% (thirty percent) of the Realizations in respect of all the Transferable Areas to be shared by them in the Internal Agreed Proportion.
- 1.1.14 "**Parking Spaces**" shall mean the spaces for the parking of cars and/or two-wheelers at the Building Complex.
- 1.1.15 "**Pass Through Charges**" shall mean the Goods and Service Tax or any substitutes, additions or alterations thereof and any other impositions, levies or taxes (other than Income Tax) on the Transfer in favour of the Transferees.
- 1.1.16 "**Phases**" shall mean the several phases in which the development of the Building Complex is carried out in pursuance of this Agreement.
- 1.1.17 "**Realization**" shall mean the amounts that may, from time to time, be received against the Transfer of Units, the Parking Spaces and the other Transferable Areas and/or in relation to such Transfer on any account other than Pass Through Charges and Extras and Deposits.






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- 1.1.18 "**Real Estate Laws**" shall mean the Real Estate (Regulation and Development) Act, 2016 as applicable to West Bengal and includes the amendments and substitutes thereof and also all rules, regulations and byelaws in respect thereof.
- 1.1.19 "**Specifications**" shall mean certain requirements as regards the construction, erection, fittings, fixtures, installations etc. of or at the Building Complex as per the particulars mentioned in the **THIRD SCHEDULE** hereunder written.
- 1.1.20 "**Subject Property**" shall mean the messuages tenements hereditaments structures erections and premises together with the pieces or parcels of land or ground thereunto belonging whereon or on part whereof the same are erected and built containing an area of 1.33 acre or 1 acre 33 Sataks be the same a little more or less situate lying at and being the entirety of R.S. and L. R. Dag Nos. 4518/4638 (having 0.67 acre) and 4518/4637 (having 0.66 acre) recorded in R.S. Khatian No. 1946, L. R. Khatian Nos. 21018, 21019, 21020, 21021, 21023, 21024, 21025, 21026, 21027, 21029, 21030, 21031, 21032 and 21033 in Mouza Hatiara, J. L. No. 14, Police Station Rajarhat (Now – New Town) in the District of 24 Parganas North and comprised in Holding No. 23, under Ward No. 30 (N-21) of Bidhannagar Municipal Corporation, Kolkata-700157 morefully described in the **FIRST SCHEDULE** hereunder written.
- 1.1.21 "**Transfer**" with all its grammatical variations shall mean transfer by sale or by any other means adopted by the Developer.
- 1.1.22 "**Transferable Areas**" shall mean the Units, Parking Spaces and/or anything else comprised at the Subject Property which is or can be commercially exploited including by making it part of area of Units or by making it appurtenant to any Unit or otherwise.
- 1.1.23 "**Transferees**" shall mean the person(s) who from time to time purchase or agree to purchase or otherwise acquire any Transferable Areas in the Building Complex.
- 1.1.24 "**Units**" shall mean the independent and self-contained residential flats in the New Buildings at the Subject Property capable of being exclusively held, used or occupied by a person and also includes any offices, shops or commercial spaces or portions thereof if so constructed by the Developer as part of any New Building(s).

## 2. INTERPRETATION:

- 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 the Schedule to this Agreement and include any parts of such Schedule.

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- 2.2 Headings, clause titles, capitalized expressions and bold expressions are given for the purposes of convenience only.
- 2.3 Words denoting a particular gender shall be deemed to include the other gender.
- 2.4 Words using the singular or plural number shall include the plural or singular number respectively.
- 2.5 The terms "hereof", "herein", "hereby", "hereto" and other derivative or similar words refer to this entire Agreement or specified Clauses of this Agreement as the case may be.
- 2.6 The word "include" shall be construed without limitation.
- 2.7 The Schedules/Annexure and the recitals hereto shall constitute an integral part of this Agreement and any breach of the stipulations contained in the Schedule shall be deemed to constitute a breach of this Agreement.
- 2.8 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.

## SECTION-II # RECITALS AND REPRESENTATIONS:

### 3. **RECITALS/REPRESENTATIONS:**

#### 3.1 **RECITALS:**

- 3.1.1 **WHEREAS** the Owners and the Developer have on a principal to principal basis agreed that the Developer would develop the Subject Property and Transfer the Transferable Areas therein to interested Transferees and the Owners would convey proportionate shares in land in favour of the concerned Transferees upon Completion of Construction and no economic benefit in the form of supply would occur between the Developer and the Owners.
- 3.1.2 Pursuant to discussions and negotiations, the Designated Partners of the Developer took steps to cause sanction of plans as well as the Developer has also taken steps as regards preparatory works pertaining to the proposed development of the Subject Property.

#### 3.2 **REPRESENTATIONS:**

- 3.2.1 The Owners made the following several representations, assurances and warranties to the Developer which have been and are relied upon and believed to be true and correct by the Developer:

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- (a) That the Owners are presently the full and absolute owners of the Subject Property with marketable title and free from encumbrances created or suffered by the Owners and are in khas vacant and peaceful possession thereof. The facts about the Owners deriving title to the Subject Property are stated in the **SIXTH SCHEDULE** hereto.
- (b) That the Subject Property has not been attached under any decree or order of any Court of Law or due to Income Tax realization or under any other Public Demand.
- (c) That there is no impediment, obstruction, restriction or prohibition in the Owners entering upon this Agreement and/or in the development and transfer of the Subject Property.
- (d) That the Owners have not entered upon any agreement or contract with any other person in connection with the Subject Property or any part thereof or its development/sale/transfer nor have the Owners otherwise dealt with the Subject Property or any part thereof prior to execution of this Agreement.
- (e) That the Owners have not mortgaged or charged or provided security interest in respect the Subject Property or any part thereof and there is no notice or proceeding for realization or recovery of the dues of a Bank nor is there any proceeding under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or the Companies Act, 1956/2013 or the Insolvency & Bankruptcy Code, 2016 or before the Debts Recovery Tribunal or before any other Court or Tribunal.
- (f) That subject to the terms hereof, there is no difficulty in compliance of the obligations of the Owners hereunder.

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

- (a) The Developer is carrying on the business of real estate and has the requisite infrastructure, expertise and resources in this field.
- (b) The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.
- (c) Subject to the terms hereof, there is no difficulty in compliance with the obligations of the Developer hereunder.

3.2.3 The parties are now desirous of recording into writing the terms and conditions agreed between them in respect of the Project and otherwise relating to the Subject Property as hereinafter contained.

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**SECTION-III # WITNESSETH:**

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

**4. DEVELOPMENT AND CONSTRUCTION:**

4.1 In the premises aforesaid:-

4.1.1 The Owners have agreed that the Developer shall have exclusive rights and authority to develop a Building Complex at the Subject Property, to Transfer the Transferable Areas and to administer the Common Purposes (up to a specified time) and the Developer has agreed to accept the same;

4.1.2 The Developer has agreed to carry out the planning and implementation of the Project and to invest or cause the investment of the costs and expenses required for the same and to carry out certain other acts, deeds and things pertaining to the Project and to Transfer the Transferable Areas at the Building Complex and to be entitled to the Developer's Share of Realization and other sums as stated herein in consideration thereof;

4.1.3 The Owners have agreed to Transfer to the Transferees the proportionate undivided share in the land attributable to Units and other constructed areas upon the Completion of Construction thereof and to carry out certain other acts, deeds and things pertaining to the land at the Subject Property and to be entitled to the Owners' Share of Realization in consideration thereof;

4.1.4 The Owners and the Developer have agreed to act on a principal to principal basis in respect of their entire roles, rights and obligations on the terms and conditions hereinafter contained.

4.2 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, (b) to Transfer the Transferable Areas therein, (c) to administer the Building Complex in the manner and until the period as morefully contained herein, (d) to the Developer's Share of Realization, (d) to the entirety of the Extras and Deposits and (e) to all other properties, benefits and rights of the Developer hereunder or to which the Developer is entitled hereunder on and subject to the terms and conditions hereinafter contained and the Owners shall be entitled (a) to the Owners' Share of Realization and (b) to all other properties, benefits and rights of the Owners hereunder or to which the Owners are entitled hereunder on and subject to the terms and conditions hereinafter contained.





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## 5. LAND-RELATED OBLIGATIONS:

- 5.1 In connection with the Subject Property, the Owners shall, at their own costs and expenses, comply with the following obligations: -
- (a) **Title:** The Owners shall deal with, settle or otherwise clear any legitimate question or objection or claim of any person with regards to the title of the Owners to the Subject Property. The Owners agree to answer and comply with any reasonable requisitions on title that may be raised from time to time.
  - (b) **Free from Encumbrances:** The Subject Property and each part thereof is free from encumbrances created made done or suffered by the Owners and the Owners shall hereafter not create any encumbrance on the same.
  - (c) **Mutation & Conversion:** The Owners shall continue to maintain proper mutation of their names in respect of the Subject Property and proper conversion of the same to the nature of use commensurate with the Building Complex and other like purposes in the records of the Bidhannagar Municipal Corporation, the Gram Panchayat and the B.L. & L.R.O. In case the records of the Bidhannagar Municipal Corporation, Rajarhat Gopalpur Municipality, the B.L. & L.R.O or any other concerned authority require any correction or rectification or change, the Owners shall cause the same.
  - (d) **Direct Access:** The Subject Property has and shall continue to have direct access from the abutting public road.
  - (e) **Clearances:** The Owners shall apply for any permissions and/or clearances in respect of the land as may be required in law to be obtained by the Owners.
  - (f) **Taxes:** The Owners shall pay and clear up-to-date Municipal Tax Receipt and Khajana, if outstanding.
- 5.2 **TIME FOR COMPLIANCE OF THE OWNERS' OBLIGATIONS:** The time period for compliance of the several obligations of the Owners shall be **90 (ninety) days** from the date of being required to do so upon a situation for the same arising.
- 5.3 **CO-OPERATION OF THE DEVELOPER:** The Developer agrees to provide necessary co-operation to the Owners in carrying out the obligations of the Owners contained hereinabove.
- 5.4 **TITLE DEEDS:**
- 5.4.1 All original Title Deeds relating exclusively to the Subject Property shall be delivered by the Owners to the Developer simultaneously with the execution hereof.






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- 5.4.2 The Developer shall be entitled from time to time and at all times to produce, give copies of and provide extracts of and from the said original Title Deeds before government and semi-governmental bodies and authorities, municipal and land authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi judicial forums, service providers, buyers/transferees in the Building Complex, financial institutions providing finance to the Developer and buyers/transferees and other persons and authorities as may be required by the Developer.
- 5.4.3 The Developer may produce or deliver the original Title Deeds to Appropriate Authorities or financiers providing loans or advances to the Developer pursuant to the rights and authorities of the Developer hereunder.
- 5.4.4 Upon Completion of Construction of the Building Complex and completion of Transfer of all the Units therein, the original Title Deeds shall be handed over to the Maintenance In-charge/Association of the Building Complex.
6. **SECURITY DEPOSIT:** The Developer shall, simultaneously with the execution hereof, pay to the Owners a sum of Rs.14,00,000/- (Rupees fourteen lakhs) only as Security Deposit free of interest. The said Security Deposit amount shall be refundable by the Owners to the Developer upon completion of the Building Complex.
7. **PLANNING, SURVEY, SANCTION AND MODIFICATION OF BUILDING PLANS:**
- 7.1 **PLANNING:** The planning and layout for the development of the Subject Property has been and shall be continued to be done by the Developer. Such planning shall include the design, concept and layout of the Building Complex including the New Buildings as well as the landscaping, plantation, walkways, driveways, etc. at the Subject Property, the nature of buildings (including Green building, if any), the provisions for the implementation of the Club with sporting/entertainment/recreation/health centre and the different phases of implementation of the development.
- 7.2 **DEVELOPMENT IN PHASES:** The Developer shall be free to plan, commence and continue the construction and development of/at the Subject Property or at any part thereof in one or multiple phases. Such phase may comprise of one or more New Building(s) with part of the Common Areas and Installations and part of the land being identified for use in each phase for the purposes of convenience.



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- 7.3 **SURVEY AND SOIL TESTING:** The Developer shall, at its own costs and expenses, carry out the necessary survey and soil testing and other preparatory works in respect of the Subject Property.
- 7.4 **MODIFICATIONS:** The Developer shall be entitled from time to time to cause modifications and alterations to the Building Plans sanctioned or to be sanctioned in such manner and to such extent as the Developer may deem fit and proper.
8. **CONSTRUCTION OF THE BUILDING COMPLEX:**
- 8.1 **CONSTRUCTION:** The Developer shall construct or cause to be constructed the New Buildings at the Subject Property.
- 8.2 **QUALITY OF CONSTRUCTION:** The Developer shall construct or cause to be constructed the New Buildings in a good and workman-like manner with good quality of materials and the Specifications as mentioned in the **THIRD SCHEDULE** hereto or equivalent substitutes thereof. The Developer shall handle and tackle local issues which may arise. The Developer shall construct and build the New Buildings in accordance with the Building Plans and do all acts, deeds and things that may be required for the said purposes in compliance with the provisions of the relevant acts and rules in force at that time. The construction shall be done by the Developer in compliance with the legal requirements.
- 8.3 **COMPLETION CERTIFICATE/OCCUPANCY CERTIFICATE:** The Developer shall obtain the necessary Completion Certificate/Occupancy Certificate, as the case may be, in respect of the New Buildings from the Architect for the Building Complex. Such Completion Certificate/Occupancy Certificate may be obtained by the Developer phase-wise or building-wise or partially. If such certificates are also issued at the material time by the sanctioning authority, then the Developer shall apply for and obtain the same from time to time from such authority.
- 8.4 **MANAGEMENT AND CONTROL:** The Developer shall have the exclusive and unobstructed right to administer the development of the Building Complex at the Subject Property. The Developer shall be free to set up site office, put up hoardings/boards, bring out brochures and commence the preparatory works for Transfer of the proposed Building Complex at the Developer's cost.
- 8.5 **TEAM:** The Architect for the Building Complex and the entire team of people required for the execution of the Building Complex at the Subject Property shall be such persons as may be selected and appointed by the Developer in its sole discretion. All persons employed by the Developer for the purpose of construction such as architects, engineers, contractors, labourers, care-takers, security personnel,





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consultants, etc. shall be persons under the appointment of and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration, etc. or their acts in any manner whatsoever and shall have no responsibility towards the Architect and/or contractors, labourers, caretakers etc. or for the compliance of the provisions of labour laws, payment of wages, payment of P.F., E.S.I. etc., maintenance of records of labourers etc. and all responsibilities in this regard shall be that of the Developer and the Owners shall be kept protected and harmless against any action, if taken against the Owners for non-compliance or violation of the said requirements.

- 8.6 **UTILITIES:** The Developer shall be entitled to use the existing and/or apply for and obtain temporary or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities, inputs and facilities from all the concerned Appropriate Authorities.
- 8.7 **COMMON AREAS AND INSTALLATIONS:** The Developer may modify the Common Areas and Installations in the Subject Property meant jointly or individually for (a) any individual New Building, (b) any phase, (c) any different category of Transferees and/or (d) use of the different areas. The Developer shall provide for the availability of Common Areas and Installations providing for passages, driveways, electricity, drainage and sewerage and water connections and any other area, installation or facility that the Developer may provide at the Subject Property. The Developer shall, as it deems fit and proper, be entitled to: -
- (a) Erect, install and/or operationalize the Common Areas and Installations within the phases and across the phases gradually;
  - (b) Allow or permit only provisional and/or partial use of the Common Areas and Installations or part(s) thereof until the Completion of Construction of the Building Complex or until such earlier time as the Developer may deem fit and proper;
  - (c) Erect and/or operationalize the recreational/amenity area containing sporting/entertainment/health centre, if any and to the extent planned during any one or more phases including the last phase;
  - (d) Change the location, dimension, capacity or any other physical or in-built Specifications of any Common Areas and Installations in phases and from time to time erect, install or shift any portion into any new phase or other portion of the Subject Property;
  - (e) Erect a temporary or permanent boundary between the different phases and continue/remove the same at any time or upon the completion of the later phase;



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- (f) Impose restrictions and conditions for the use of the Common Areas and Installations including the Recreational area;
  - (g) Charge, demand, receive or realize any Extras or Deposits in connection with any part or portion of Common Areas and Installations;
  - (h) Provide for separate entrances for different areas and provide for the segregation of the Common Areas and Installations for different spaces/Transferees.
- 8.8 **CALCULATION OF AREAS:** The carpet area shall be as per the applicable Real Estate laws and shall be provided by the Developer and the built-up and super built-up area in respect of all the Units and other Transferable Areas in the Building Complex shall be such as is determined by the Developer.
- 8.9 **AUTHORITY:** The Owners hereby agree and confirm that the Developer shall have complete authority to carry out the planning and development of the Building Complex at the Subject Property.
- 8.10 **APPROVALS FOR DEVELOPMENT:** The Developer shall in its own name or in the name of the Owners apply for and obtain all permissions, clearances, no objection certificates and/or other approvals required for carrying out the development at the Subject Property, including those required from Pollution Control Authorities, Fire Service Authorities, Police Authorities, Panchayat Samity, Gram Panchayat, Municipal Authorities or other statutory authorities at its own costs and expenses.
- 8.11 **COMPLIANCES:** The Developer shall not violate any Panchayat Samity, Gram Panchayat or Municipal rules or laws or any other statutory rules and laws and shall always abide by and observe all rules and procedures and practices usually followed in constructing buildings. The Owners shall not be responsible for any laches and/or lapses on part of the Developer.
- 8.12 **TIME FOR CONSTRUCTION:** Subject to the Owners not being in default of the compliance of their obligations hereunder and subject to Force Majeure, the Developer shall complete the construction of each phase of the Building Complex within 60 (sixty) months from the grant of registration under the Real Estate Laws for such phase and of all other clearances and certificates by the Appropriate Authorities necessary to commence and carry out the development of the Building Complex. There shall be an extended period of 6 (six) months beyond the time for construction mentioned above.
- 8.13 **COMPLETION OF CONSTRUCTION:** The Developer shall be deemed to have constructed and completed the New Buildings if the Developer has constructed the same internally as per the agreed Specifications and has provided reasonable ingress






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and egress, obtained temporary or permanent water, electricity and drainage connections (if and to the extent applicable to such constructed area) and obtained the Completion Certificate of the Architect in respect thereof.

- 8.14 The Developer shall be at liberty to carry out the Completion of Construction phase-wise and obtain partial Completion Certificates/Occupancy Certificates.
- 8.15 **ADDITIONAL/FURTHER CONSTRUCTION:** The Developer shall be entitled to apply for the sanction of additional/further constructions (including any incremental parking space) beyond those sanctioned under the Building Plans if so and as is thereafter possible/permissible to be constructed and such additional/further construction shall automatically form part of the Transferable areas.
- 8.16 **COSTS AND EXPENSES:** All costs and expenses for the sanction or modifications of plans (including fees of the Architects and all fees, costs and charges payable for sanction, modification, alteration and/or revision of building plans), the construction and development of the Subject Property and the activities mentioned above shall be borne and paid by the Developer.
- 8.17 **FINANCE AND MORTGAGE:** The Owners hereby agree and permit the Developer to obtain loans and finance for development of the Subject Property from any Banks and/or the Financial Institutions and/or Non-Banking Financial Companies and/or Recognized Foreign Direct Investors and/or REIT by mortgaging and charging the New Buildings and/or other constructions, if any, to be made by the Developer at the Subject Property and the land comprised in the Subject Property without, however, creating any financial obligation upon the Owners and without creating any charge or lien on the share of the Owners in the Realization. The Developer shall indemnify and keep the Owners fully indemnified against any loss damage cost claim action or proceeding suffered by the Owners owing to any delay or default in the repayment of the amounts and dues against any such mortgage by the Developer. The Owners agree from time to time to provide consents, confirmations, no objections or other documents as may be required for the creation of such mortgage or charge by the Developer and also agree to sign necessary loan and/or other agreements and power(s) of attorney with the bankers or financiers in connection with the above.

9. **TRANSFER:**

- 9.1 **TRANSFERS BY THE DEVELOPER:** The Owners agree that the Developer shall have exclusive rights and authorities to Transfer all Transferable Areas at the Building Complex on the terms and conditions hereinafter contained and to



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negotiate and settle the price and other terms of transfer with the intending Transferees.

- 9.2 **LAND SHARE SALE:** The Owners agree to sell and transfer their undivided shares in the land attributable to the concerned Unit and/or other Transferable Areas with all and whatever its entire share right title and interest in the concerned Transferable Areas to the respective Transferees in such parts or shares as the Developer may nominate or require.
- 9.3 **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 through all media.
- 9.4 **MARKETING AGENTS:** The Developer shall be entitled to appoint brokers, sub-brokers, channel partners, business associates and other agents for the sale and transfer of the Units and Parking Spaces in the Building/s at such remuneration and on such terms and conditions as it may deem fit and proper.
- 9.5 **BOOKINGS:** The Developer shall accept bookings of any Unit, Parking Space or other saleable space/constructed area in the Building Complex in favour of any Transferee and if necessary, shall cancel, revoke or withdraw any such booking.
- 9.6 **REALIZATIONS & OTHER AMOUNTS:** The Developer shall receive the Realizations including earnest money, part payments, consideration, Extras and Deposits and other amounts on any account receivable from the Transferees and other persons in respect of the Transfer of the Transferable Areas at the Building Complex or any part/share thereof in its own name and shall give receipts for the same which shall be fully binding upon all the parties hereto.
- 9.7 **RATES:** The consideration for which the Developer shall open the bookings and/or for which the Units, Parking Spaces and other saleable areas shall be transferred by the Developer shall be such as may be determined by the Developer from time to time.
- 9.8 **CUSTOMER DOCUMENTATIONS:** The agreements, receipts, confirmations, applications, sale deeds, final deeds of transfer and/or other documents relating to Transfer of the Units, Parking Spaces and other saleable/transferable areas shall be executed by the Developer and the Owners and the Owners do hereby authorize and empower the Developer to sign, execute and/or register the same as the constituted attorney of the Owners fully and in all manner with regards thereto and agree to execute and/or register one or more powers of attorney from time to time in favour of the Developer as may be required or found necessary and such power(s) of attorney shall subsist during the subsistence of this Agreement.

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- 9.9 **ADVOCATES:** All documents of transfer or otherwise shall be drafted by DSP Law Associates, Advocates of 4D Nicco House, 1B & 2 Hare Street, Kolkata-700001.
- 9.10 **MARKETING COSTS:** All costs of brokerage, commission and other like amounts relating to Transfer as also any interest, damage or compensation payable to any Transferee or other person relating to the Building Complex shall be payable by the Developer alone.
- 10. REALIZATION AND DISTRIBUTION:**
- 10.1 **SHARE IN REALIZATIONS:** The Owners shall be entitled to 30% (thirty percent) of the Realizations from the Building Complex in the Internal Agreed Proportion and the Developer shall be entitled to 70% (seventy percent) of the Realizations from the Building Complex.
- 10.2 **PAYMENT TO OWNERS:** The Developer shall pay to the Owners 30% of the Realizations (excluding Extra and Deposits and Pass Through Charges) from the Building Complex and after TDS and other agreed adjustments on weekly basis or any other basis as the parties hereto mutually decide.
- 10.3 **ERRORS & OMISSIONS:** All payments made by the Developer to the Owners shall be subject to any errors or omissions and/or the consequent accounting and settlement when detected. Further, in case due to cancellation of any booking or agreements/contracts or for any other reason any part of the Realization becomes refundable or payable to any Transferee and/or in case any interest or compensation is payable to any Transferee or any other person in connection with the Building Complex or any part thereof, the share of the Owners therein shall be adjustable out of the future payments to be made by the Developer to the Owners and in case no such future payment is due, the same shall be paid by the Owners to the Developer.
- 10.4 **ACCOUNTS:** The Developer shall maintain proper accounts pertaining to the Transfers, Realizations, Extras & Deposits. The parties shall be free to mutually agree to any other mechanism for the disbursement of the Realizations to the parties. The Owners shall have at all times full and free access and liberty to inspect such separate accounts of the Developer. For the purpose of accounting and settlement the parties shall, if so required by the Developer or found to be necessary, make all necessary entries and adjustments in their respective books of accounts in respect of their respective shares of the incomings and outgoings of and from the Building Complex.



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- 10.5 **FINAL ACCOUNTS:** After fulfillment of this Agreement or at such time as the parties mutually agree, the final accounts pertaining to the entire period of continuance of this Agreement shall be made and finalized by the parties.
- 10.6 **CONCLUSIVITY OF ACCOUNTS:** The accounts of the Building Complex as on any given date shall be deemed to be final and accepted (save any errors or omissions on the face of the record) if no objection from any party is received in respect thereof within 45 days of such given date.
- 10.7 **EXTRAS & DEPOSITS:** Any Extras and Deposits that may be taken from the Transferees by the Developer shall be utilized separately by the Developer and the Owners shall have no concerns therewith.
- 10.8 **DELIVERY TO TRANSFEREES:** The Developer shall deliver possession of the areas agreed to be transferred to the respective Transferees subject to the concerned Transferee not being in any default of his obligations.
- 10.9 **LOANS BY TRANSFEREES:** The Transferees shall be entitled to take housing loans from banks, institutions and entities granting such loans for the purpose of acquiring specific Units and Transferable Areas. The Owners and the Developer shall render the necessary assistance and sign and deliver such documents, papers, consents etc. as required in this regard by such banks, institutions and entities provided that there shall not be any monetary liability for repayment of such loans or interest upon them or any of them nor shall there be any charge or lien on the Project/Subject Property except the flat and appurtenances under sale or Transfer and save those occasioned due to cancellation of the agreement with the Transferees and to the extent to be mentioned in the agreement for sale to be entered into with them.
- 10.10 **INSURANCE:** The Developer shall purchase and maintain insurance policies as are customarily and ordinarily available in India on commercially reasonable terms and as are reasonably required to be maintained to insure the Building Complex and all related assets against risks in an adequate amount consistent with facilities similar to the size and type of the Building Complex and/or as may be required by the lenders (if any). The premiums payable on the insurance coverage as indicated above including any costs and expenses incidental to the procurement and enforcement of such insurance cover shall be part of the costs of the Building Complex to be borne and paid by the Developer. The proceeds from all insurance claims, except for life and injury, shall be promptly applied for the repair, renovation, restoration and/or reinstatement of the assets, facilities and services of the Building Complex or any part thereof which may have been damaged or destroyed.

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10.11 **RECORDS AND INSPECTION:** Each party shall maintain their respective records of Transfer (including marketing costs) of the Building Complex.

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

11.1 **COMMON PURPOSES:** All Transferees 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 consultation with the Owners.

11.2 **MAINTENANCE IN-CHARGE:** The Developer shall form a Maintenance Company and/or Association for the Common Purposes of management and maintenance of the Building Complex and for the collection and disbursement of Common Expenses and till such time as the Association or Maintenance Company is formed and handed over or till such other time as the Developer may desire, the Developer or its nominee shall be in charge of administering the Common Purposes. Subject to the laws for the time being in force, the entire Building Complex shall be under one Association and the membership of the same shall be taken by the Co-owners on a phase-wise basis. It is expressly agreed and understood that so long as the Developer or its nominee remains the Maintenance In-charge, the Owners and/or their nominees or Transferees shall not hold the Developer or its nominee liable or responsible for rendering any accounts or providing explanations for any expenses incurred.

**12. COVENANTS BY THE OWNER:**

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

(a) The Owners shall sign, execute, submit and deliver all applications, undertakings, declarations, affidavits, plans, letters and other documents and shall do all acts deeds and things as may be required by the Developer in connection with the obtaining of any modification/alteration to the sanctioned Building Plans and for obtaining any approvals required to be obtained by the Developer for commencing or carrying out the development at the Subject Property.

(b) For all or any of the purposes contained hereinabove and required by the Developer, the Owners shall render all assistance and co-operation to the Developer and shall sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time promptly and

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without any delay failing which the time periods for construction by the Developer shall stand automatically extended by the periods of delay on part of the Owners.

- (c) With effect from the date of execution hereof, the Owners shall not deal with, transfer, let out or create any encumbrance in respect of the Subject Property or any part thereof or allow any development to be made thereat save only to the extent permitted expressly hereunder.
- (d) The Owners shall not be entitled to assign this Agreement or any part thereof from the date hereof without the prior consent in writing of the Developer. However, any merger or demerger affecting the Owners' companies and the Subject Property as its asset shall be subject to this Agreement and the Power of Attorney to be executed in pursuance hereof and all acts, deeds and things done in pursuance hereof. Any demerged or merging entity holding the Subject Property shall be bound by this Agreement, the Power of Attorney to be executed in pursuance hereof and all acts, deeds and things done in pursuance hereof in the same manner and to the same extent as the Owners would have been bound. Such merging or demerging entity shall, at its costs and expenses, be bound to enter upon any further agreement or power of attorney.
- (e) The Owners shall not cause any interference or hindrance in the modification/addition/alteration of Building Plans in terms hereof, the construction and development at the Subject Property by the Developer and/or the Transfer of the Transferable Areas and shall not do any act deed or thing whereby any right of the Developer hereunder may be affected.
- (f) The Owners shall ensure that they shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement and shall keep the Developer and all persons deriving right from the Developer fully saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions or proceeding that may be suffered or incurred by them or any of them in this regard.
- (g) The Owners shall bear and pay all taxes and impositions levied by the State Government, Central Government or any other authority or body or which are applicable under any law for the time being in force on the Owners' Share of Realization.
- (h) The Owners have full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.





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13. **COVENANTS BY THE DEVELOPER:** The Developer do hereby covenant with the Owners as follows:-
- (a) The Developer agrees not to do any act, deed or thing whereby any right or obligation of the Owners hereunder may be affected or whereby the Owners are prevented from making or proceeding with the compliance of their obligations hereunder.
  - (b) The Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limit without any delays or defaults and shall not do or permit to be done any act or omission contrary to the terms and conditions of this Agreement in any manner.
  - (c) The Developer shall not be entitled to assign this Agreement or any part thereof from the date hereof without the prior consent in writing of the Owners, but may enter upon joint ventures, collaborations and/or tie-ups with any person and may also appoint a sub-developer as the Developer deems fit and proper. However, the obligations of the Developer hereunder shall not be affected thereby.
14. **FORCE MAJEURE:** Notwithstanding anything to the contrary contained elsewhere in this Agreement, the parties hereto shall not be considered to be in default of the performance of the obligations or be liable for any obligation hereunder to the extent that the performance of their respective obligations are prevented by the existence of Force Majeure and the time for performance shall remain suspended during the duration of the Force Majeure.
15. **POWERS OF ATTORNEY:**
- 15.1 The Owners shall, with the execution of these presents, execute and/or register one or more Powers of Attorney in favour of the Developer and/or the Developer's nominated persons being namely Mr. Sagar Kumar Giria and Mr. Bijoy Karmakar or such other person as may be nominated from time to time granting all necessary powers and authorities to effectuate and implement this Agreement (including for modification of the Building Plans, construction and development of the Building Complex and for sale or otherwise transfer of the Transferable Areas and all share right title and interest of the Owners in the Building Complex) and also otherwise under this Agreement and agree that the same shall subsist during the subsistence of this Agreement.



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- 15.2 It is understood that to facilitate the Building Complex, various acts deeds matters and things not specified herein may be required to be done by the Developer for which the Developer may need the authority of the Owners for making or signing various applications and other documents relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorization 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 a written request made by the Developer.
- 15.3 The said power or powers of attorney to be so granted by the Owners to the Developer and/or its nominee(s) shall form an integral part of this Agreement and the Owners shall not be entitled to modify or alter the same without the prior written consent of the Developer.

**16. UNSOLD AREAS:**

- 16.1 In case upon expiry of 12 (twelve) months from the date of Completion of Construction of the Building Complex or as mutually decided there be or remains unsold Transferable Areas or in case at any time prior thereto, the parties by mutual consent agree to divide and allocate separate areas in the Building Complex, then the following allocations and terms and conditions shall apply:-
- (a) The Developer and the Owners (in the Internal Agreed Proportion) would be allocated and be entitled to identified units or portions of the Transferable Areas remaining unsold as per the Agreed Ratio.
  - (b) The location of the Units and other Transferable Areas to belong to the Owners jointly (in their Internal Agreed Proportion) and the Developer shall be mutually finalized by the parties and the areas to be allotted separately to the Owners and the Developer respectively shall thenceforth be the Owners' Allocation and the Developer's Allocation respectively.
  - (c) The Owners shall be entitled to deal with and/or Transfer the Owners' Allocation and to receive and appropriate the Realizations in respect thereof exclusively and the Developer shall be entitled to deal with and/or Transfer the Developer's Allocation and to receive and appropriate the Realizations in respect thereof exclusively. The Owners shall be entitled to proportionate undivided share in the land and the Common Areas and Installations as properties attributable and appurtenant to the separately allotted Owners'

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Allocation and would be liable to convey and transfer their proportionate share in the land to the Transferees nominated by the Developer in respect of the separately allotted Developer's Allocation.

**17. GENERAL:**

- 17.1 **ENTRY:** As a purpose incidental to carrying out the development of the Subject Property in terms hereof, the Owners shall allow the Developer to enter upon and carry out necessary works without either delivery or acceptance of any form of possession by the Owners to the Developer. It is hereby expressly agreed by and between the parties hereto that the possession of the Subject Property shall not be given and is not intended to be given to the Developer under any circumstances whatsoever including in part performance as contemplated under Section 53A of the Transfer of Property Act, 1882 read with Section 2(47)(v) of the Income Tax Act, 1961. It is expressly agreed and declared that the possession, juridical or otherwise, of the Subject Property shall always remain vested in the Owners.
- 17.2 **PROPERTY TAXES AND OUTGOINGS:** Till the date of execution hereof, all taxes and outgoings (including arrears) on account of municipal/property tax, land tax and other outgoings shall be borne and paid by the Owners and those arising for the period hereafter and until the Completion of Construction shall be borne and paid by the Developer, provided that upon construction of any phase of development at the Subject Property, all taxes and outgoings shall be borne, paid and discharged by the Transferees and for non-alienated areas, by the parties hereto in the Agreed Ratio.
- 17.3 **GST AND TDS:**
- (a) The parties shall respectively discharge their statutory compliances in respect of TDS, Income Tax as well as Goods and Service Tax in respect of their rights, benefits and obligations under arising out of or under this Agreement. As regards the Transferable Areas, the Developer shall be solely responsible for the compliances of collection and deposit of the Goods and Service Tax. If there be any statutory requirement which obliges the Owners to register or pay, then the Owners shall comply with same. Any tax on the share of the Owners (as per Agreed Ratio) unsold areas on the date of issuance of completion certificate of the authority shall be borne and paid by the Developer.
- (b) Save those agreed to be complied with by the Developer hereunder, the parties shall respectively discharge statutory compliances in respect of the



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Goods and Service Tax collections or payments and/or any other statutory compliances relating to this Agreement.

- 17.4 **REAL ESTATE LAWS:** The Developer shall comply with all the necessary requirements under the Real Estate laws and which are required to be complied with by a developer of a building and the Owners shall co-operate and assist the Developer in respect thereof. The Owners shall also comply with all necessary requirements under the Real Estate laws required to be complied with by a landowner.
- 17.5 **OWNERS' NAMED REPRESENTATIVE:** Unless changed by the Owners hereafter in writing, Mr. Lalit Kumar Giria shall be the Owners' representative and shall be and is hereby authorized by the respective Owners to deal with the Developer in all matters involving the Project. The acts of the said Owners' representative in all matters referred to herein shall be binding upon the Owners.
- 17.6 **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 by or carried out by the Developer in consultation with the Owners, if there is any dispute or lack of consensus on any point or issue, the decision of the Developer on such point or issue shall be final and binding on the Owners.
- 17.7 **INDEMNITY BY OWNER:** 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 out of any representation of the Owners 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 by the Owners in relation to the terms and conditions hereof, whether statutory or contractual or under civil or criminal laws..
- 17.8 **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 by or incurred by the Owners and arising out of 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 by the Developer in relation to the terms and conditions hereof whether statutory or contractual or under civil or criminal laws.
- 17.9 **NO PARTNERSHIP OR AOP:** The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to



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be or construed as a partnership between the parties in any manner neither shall the parties constitute an Association of Persons (AOP).

- 17.10 **NOT A PRESENT TRANSFER:** Nothing in this Agreement is intended to or shall be construed as a transfer of possession of the Subject Property at present in favour of the Developer.
- 17.11 **WAIVERS:** Failure or delay by either party to enforce any of their rights under this Agreement shall neither amount to an implied waiver of such rights nor shall it affect, diminish or prejudice the right of such party to require performance of that provision in any way. A waiver on any occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion.
- 17.12 **EFFECTIVENESS:** The Developer shall be entitled to the benefits of all acts done by it and its Designated Partners prior to the date of execution hereof. The execution of this Agreement shall not invalidate any act, deed or thing done by the parties prior to the date of execution hereof. However, with effect from the date of execution hereof, the terms and conditions hereof shall apply only between the parties hereto.
- 17.13 **PART UNENFORCEABILITY:** In case any provision of this Agreement or the application thereof to any circumstance is 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 circumstances 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 to above, to use all reasonable endeavors to substitute any invalid or unenforceable provision with 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.
- 17.14 **MODIFICATIONS:** No amendment or modification of this Agreement or any part thereof shall be valid and effective unless it is made by an instrument in writing executed both by the Owners and the Developer.
- 17.15 **EXECUTION IN DUPLICATE:** This Agreement is being executed in Duplicate, one copy each whereof shall be retained by the Owners and the Developer respectively and each such copy shall be deemed to be the original.
- 17.16 **CHANGE IN CONSTITUTION:** It is further expressly clarified that notwithstanding any amalgamation, merger, demerger etc. of any of the parties, this Agreement as well as the Power(s) of Attorney to be executed by the parties in

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pursuance hereof shall remain valid and effective and shall automatically bind all successors and/or successors-in-office of the parties.

17.17 **NAME:** The Building Complex shall be known as "PRABHA AIKYAM" or by any other name as may be decided by the Developer.

**18. DEFAULTS:**

18.1 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 its full cooperation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by it from the defaulting party without prejudice to its other rights hereunder.

18.2 The parties shall refer all disputes or differences arising between them to the arbitral tribunal as morefully provided hereinafter and accept and abide by the award passed by the arbitral tribunal.

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

20. **ARBITRATION:** All disputes and differences arising between the parties hereto regarding the construction or interpretation of any of the terms and conditions contained herein or which touch upon these presents and/or the Subject Property or regarding the 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 thereof for the time being in force. In connection with the said arbitration, the parties have agreed to and declared as follows:

- (a) The arbitral tribunal shall have summary powers and shall be entitled to lay down its own procedure.
- (b) The arbitral tribunal shall be at liberty to give interim orders and/or directions.

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KOLKATA  
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- (c) The parties shall abide by all directions and/or awards passed by the arbitral tribunal and shall not challenge the same in any manner whatsoever or howsoever.

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

#### SECTION-IV # SCHEDULES

##### THE FIRST SCHEDULE ABOVE REFERRED TO:

##### (SUBJECT PROPERTY)

**ALL THAT** pieces or parcels of land with rooms, dwelling units and other structures on parts thereof containing a land area as per documents of title of 1.33 acre or 1 acre 33 Sataks be the same a little more or less and on survey and actual measurement 3 Bighas 13 Cottahs 4 Chittacks 3 square feet more or less situate lying at and comprised in R.S. and L. R. Dag Nos. 4518/4638 (having 0.67 acre) and 4518/4637 (having 0.66 acre) recorded in R.S. Khatian No. 1946, L. R. Khatian Nos. 21018, 21019, 21020, 21021, 21023, 21024, 21025, 21026, 21027, 21029, 21030, 21031, 21032 and 21033 in Mouza Hatiara, J. L. No. 14, Police Station Rajarhat (Now - New Town) in the District of 24 Parganas North and being municipal Holding No. 23, under Ward No. 30 (N-21) of Bidhannagar Municipal Corporation, Kolkata-700157 and delineated in the plan annexed hereto duly bordered thereon in "**RED**" and butted and bounded as follows:-

<b>ON THE NORTH</b>	:	By R.S. Dag No. 4606;
<b>ON THE SOUTH</b>	:	By Public Road (Adarsha Pally Road);
<b>ON THE EAST</b>	:	By R.S. Dag No. 4639; and
<b>ON THE WEST</b>	:	By R.S. Dag No. 4636.

**OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was measured butted bounded called known numbered assessed described or distinguished. **BE IT MENTIONED** that the total constructed area at the said Property which contains several old rooms and structures asbestos/tin shed admeasuring 4200 square feet more or less out of which 2200 square feet comprises of pucca structures with marble flooring and 2000 square feet comprises of Tin Sheds with Mosaic flooring.

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**THE SECOND SCHEDULE ABOVE REFERRED TO:**  
**(COMMON AREAS AND INSTALLATIONS)**

**PART-I**

1. Common Areas & Installations at any New Building:
  - 1.1 Concealed electrical wiring and fittings and fixtures for lighting the staircase, the common areas, the lobby and the landings and for operating the installation of two lifts at the designated block.
  - 1.2 Electrical installations with main switch and meter and space required therefore in the Building.
  - 1.3 Bore well/ Tube well (as the case may be) water pump overhead tanks and underground water reservoirs and spaces required thereto with water distribution pipes from such Overhead water tank connecting to the different Units of the Building and Space for Water pump and motor room therefor.
  - 1.4 Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.
  - 1.5 Common corridors, lobbies, stairs, stairways landings entrances exits and pathways within each New Building.
  - 1.6 Windows, doors, grills and other fittings in the common area.
  - 1.7 Lifts, Lift wells spaces required therefor.
  - 1.8 Common roof.
  - 1.9 Such other common parts areas and any covered and open space in or about each New Building as may be provided by the Developer.
  - 1.10 Gate Goomty.

**PART-II**

2. Common Areas & Installations at the Building Complex:
  - 2.1 Driveways, pathway pavements and landscape green at the Subject Property.
  - 2.2 Space for transformer and Electrical installations and the accessories and wirings in respect of the Building Complex and the space required therefore, if installed.
  - 2.3 Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Buildings.
  - 2.4 Water waste and sewerage evacuation pipes and drains from the several buildings to the municipal drains (if any). Space for Sewage Treatment plant.

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- 2.5 Recreational Block with amenities like Community Hall with initial airconditioning, Podium Garden, Swimming Pool, Gymnasium and Games Room with initial airconditioning, infrastructure and equipments and installation as provided by the Developer.
- 2.6 Space for Generator installations and its allied accessories room.
- 2.7 Boundary walls of the Properties including outer side of the walls of the Subject Property and main gates.
- 2.8 Such other common parts areas and any covered and open space in or about Subject Property and for the Building Complex as a whole as may be provided by the Developer.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**SPECIFICATIONS**

**PART-A**

**(SPECIFICATIONS, AMENITIES AND FACILITIES FOR THE UNIT)**

**I. LIVING/DINING: -**

- a. Flooring - Vitrified Tiles

**II. BEDROOMS: -**

- a. Flooring - Vitrified Tiles

**III. KITCHEN: -**

- a. Flooring – Anti-Skid Ceramic Tiles
- b. Granite top counter with stainless steel sink
- c. Ceramic Tiles upto 2 ft height above the counter
- d. Electrical points for Refrigerator, Aqua guard & Exhaust Fan

**IV. TOILETS: -**

- a. Flooring - Anti-Skid Ceramic Tiles
- b. Designer Ceramic Tiles on walls upto door height
- c. Sanitary ware of good reputed brand as per choice of developer
- d. CP fittings of good reputed brand as per choice of developer
- e. Electrical point for Geyser and Exhaust

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**V. ELECTRICAL & FITTINGS:**

- a. Concealed wiring all around the flat with copper conductors
- b. Modular switches of reputed brands
- c. Adequate lighting and power points in all the areas
- d. A.C. point in master bedroom

**VI. SECURITY & FIRE FIGHTING:**

- a. Intercom facility in all flats
- b. Modern firefighting system as per guide line of WBFES

**VII. DOORS & WINDOWS:**

- a. Door Frame – wood
- b. Main Door – Flush door
- c. Main Door Fittings – Godrej lock
- d. Internal Door – flush doors
- e. Windows – Standard section aluminum windows

**PART B****(SPECIFICATIONS AMENITIES AND FACILITIES FOR THE BUILDING COMPLEX)**

- A. **BUILDING:** Reinforced Cement Concrete (RCC) frame structure with anti-termite treatment
- B. **WALL FINISH:** **Exterior** – Latest durable outer finish, **Interior** – Plaster of Paris/putty punning
- C. **LIFT:** Of reputed make
- D. **STAIRS:** Kota stone/Tiles/marble /stone
- E. **LOBBIES:** Well-decorated Ground Floor Lobby with marble/granite/vitrified flooring

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

EXTRAS shall include:

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- (i) Additions or alterations made in the flat at the instance of the buyers at the choice of Developer
- (ii) Any type of taxes like GST, 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).
- (iii) Any EDC/IDC charges payable to any government authority or any local body etc.
- (iv) 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.
- (v) 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 Building Complex.
- (vi) 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 Building Complex.
- (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.

**DEPOSITS** (which shall be interest-free) shall include deposits on account of maintenance charges, electricity, water, other facilities, common expenses, rates and taxes, sinking fund etc.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**(Internal Agreed Proportion)**

Sl. No.	Name of the Owner	% AGE OF EACH OWNERS OUT OF TOTAL 100%
1.	PRABHA APARTMENTS LLP	7.14
2.	PRABHA TOWERS LLP	7.14
3.	VIVAARA CONSTRUCTIONS LLP	7.14
4.	VIVAARA HIGHRISE LLP	7.14
5.	VIVAARA HOMES LLP	7.14
6.	VIVAARA LIFESTYLE LLP	7.14
7.	VIVAARA TOWERS LLP	7.14

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OF ASSURANCES-IV, KOLKATA  
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8.	VIVAARA VENTURES LLP	7.14
9.	VIVAARA APARTMENTS LLP	7.14
10.	VIVAARA DEVELOPERS LLP	7.14
11.	VIVAARA REALCON LLP	7.15
12.	VIVAARA SPACES LLP	7.15
13.	VIVAARA INFRAPROJECTS LLP	7.15
14.	VIVAARA REALTORS LLP	7.15

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**(CHAIN OF TITLE)**

- A. By an Indenture of Conveyance dated 14<sup>th</sup> May 1958 and registered with the Sub-Registrar Cossipur, Dum Dum in Book I Volume No. 54 Pages 73 to 74 Being No. 3528 for the year 1958 one Megnath Das, for the consideration therein mentioned, sold conveyed and transferred unto and to one Adhir Chandra Chakraborty (since deceased) All That piece or parcel of land measuring 0.33 acre or 1 (one) Bigha more or less situate lying at and being a portion of R.S. Dag No. 4518/4638 (formerly being a portion of C.S. Dag No. 4468) recorded in R.S. Khatian No. 1946 in the said Mouza Hatiara J. L. No. 14, Police Station Rajarhat (Now – New Town) in the District of 24 Parganas North absolutely and forever.
- B. By an Indenture of Conveyance dated 14<sup>th</sup> May 1958 and registered with the Sub-Registrar Cossipur, Dum Dum in Book I Volume No. 63 Pages 3 to 4 Being No. 3529 for the year 1958 one Harish Chandra Das, for the consideration therein mentioned, sold conveyed and transferred unto and to the said Adhir Chandra Chakraborty All That piece or parcel of land measuring 1 (one) Bigha more or less situate lying at and being the remaining portion of R.S. Dag No. 4518/4638 recorded in R.S. Khatian No. 1946 in the said Mouza Hatiara absolutely and forever.
- C. By an Indenture of Conveyance dated 14<sup>th</sup> May 1958 and registered with the Sub-Registrar Cossipur, Dum Dum in Book I Volume No. 51 Pages 191 to 192 Being No. 3532 for the year 1958 one Pushpa Ranjan Bhadra, for the consideration therein mentioned, sold conveyed and transferred unto and to the said Adhir Chandra Chakraborty All That piece or parcel of land measuring 2 (two) Bigha more or less situate lying at and being the entire R.S. Dag No. 4518/4637 (formerly being a portion of C.S. Dag No. 4468) recorded in R.S. Khatian No. 1946 in the said Mouza Hatiara absolutely and forever.
- D. The said Adhir Chandra Chakraborty thus became the sole and absolute owner of All That piece and parcel of land containing an area of 1.33 acre or 1 acre 33 Sataks be the same a little more or less situate lying at and being the entirety of R.S. and L. R. Dag Nos. 4518/4638 (having 0.67 acre) and 4518/4637 (having 0.66 acre) recorded in R.S. Khatian No. 1946, in Mouza Hatiara, J. L. No. 14, Police Station

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REGISTRAR OF COMPANIES  
GOVERNMENT OF KARNATAKA  
15 FEB 2023

Rajarhat (Now – New Town) in the District of 24 Parganas North hereinafter referred to as “the **Larger Property**”

- E. The said Adhir Chandra Chakraborty a Hindu during his lifetime and at the time of his death and governed by the Dayabhaga School of Hindu Law died intestate on 21<sup>st</sup> February 2005 leaving him surviving his wife (Sm.) Santi Chakraborty (since deceased), one son Subrata Chakraborty and three daughters (Sm.) Debjani Mukherjee, Indrani Bhattacharjee and Sarmistha Chakraborty as his sole heir, heiresses and legal representatives who all upon his death inherited and became entitled to the Larger Property, in equal shares.
- F. The said Santi Chakraborty a Hindu during her lifetime and at the time of her death and governed by the Dayabhaga School of Hindu Law died intestate on 13<sup>th</sup> January, 2010 leaving her surviving her said son Subrata Chakraborty and said three daughters Sm. Debjani Mukherjee, Indrani Bhattacharjee and Sarmistha Chakraborty as her sole heir, heiresses and legal representatives who all upon her death inherited and became entitled to her one-fifth undivided part or share of and in the Larger Property in equal shares and thereby each of the said Subrata Chakraborty, Debjani Mukherjee, Indrani Bhattacharjee and Sarmistha Chakraborty became entitled to the Larger Property in equal one-fourth undivided shares.
- G. By an Indenture of Conveyance dated 29<sup>th</sup> December 2021 and registered with the Additional Registrar of Assurances-IV, Kolkata Book I Volume No. 1904-2022 Pages 33280 to 33328 Being No. 190400266 for the year 2022 one Subrata Chakraborty, Debjani Mukherjee, Indrani Bhattacharjee and Sarmistha Chakraborty for the consideration therein mentioned, sold conveyed and transferred unto and to the Owners hereto All That the Larger Property, absolutely and forever.
- H. The Owners hereto have got their names mutated in the Records of Rights published under the West Bengal Land Reforms Act in the BLLRO under L.R. Khatian Nos. 21018, 21019, 21020, 21021, 21023, 21024, 21025, 21026, 21027, 21029, 21030, 21031, 21032 and 21033 and also in the Bidhannagar Municipal Corporation and are paying the khajana and property tax in respect thereof.
- I. By a Deed of Gift dated 28<sup>th</sup> November 2022 and registered with the Additional Registrar of Assurances-IV, Kolkata Book I Volume No. 1904-2022 Pages 1103927 to 1103953 Being No. 190419142 for the year 2022, the Owners hereto have gifted to Bidhannagar Municipal Corporation a portion containing an area of 3.125 square meter out of the Larger Property.
- J. On survey and actual measurement the area of the Larger Property is found to be 4900 Square metre more or less or 3 Bighas 13 Cottahs 4 Chittacks 3 square feet more or less, being the Subject Property..






ADDL REGISTRAR  
KOLKATA  
15 FEB 2023

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

**SIGNED SEALED AND DELIVERED**

by the withinnamed **OWNERS** at Kolkata in the presence of:

*Kaam Bagona*  
Advocate

2 Hare Street  
Kolkata - 700001

*Subhan Sarkar*  
For DSP Law Associates  
4D, Nicco House  
1B & 2, Hare Street  
Kolkata-700 001

VIVAARA REALTORS LLP  
VIVAARA INFRAPROJECTS LLP  
VIVAARA VENTURES LLP  
VIVAARA LIFESTYLE LLP  
VIVAARA TOWERS LLP  
VIVAARA REALCON LLP  
VIVAARA HIGHRISE LLP  
VIVAARA CONSTRUCTIONS LLP  
VIVAARA DEVELOPERS LLP  
VIVAARA APARTMENTS LLP  
VIVAARA HOMES LLP  
VIVAARA SPACES LLP  
PRABHA TOWERS LLP  
PRABHA APARTMENTS LLP

*Kaam Bagona*  
DESIGNATED PARTNER/PARTNER  
AUTHORISED SIGNATORY

**SIGNED SEALED AND DELIVERED**

by the withinnamed **DEVELOPER** at Kolkata in the presence of:

*Kaam Bagona*  
Advocate

*Subhan Sarkar*

PRABHA AIKYAM LLP

*Kaam Bagona*  
Designated Partner/Authorised Signatory

Drafted by me:-  
*Kaam Bagona*, Advocate  
C/o DSP Law Associates  
4D, Nicco House, 1B & 2, Hare Street  
Kolkata - 700001  
F - 1415/2010.



ADDL REGISTRAR  
OF COMPANIES, KOLKATA  
15 FEB 2023

**RECEIPT AND MEMO OF CONSIDERATION**

Received from the within named Developer the within mentioned sum of Rs. 14,00,000/- (Rupees fourteen lakhs only) towards payment of the Security Deposit as follows:-

**MEMO OF CONSIDERATION**

DATE	CHEQUE NO.	BANK	BRANCH	FAVOURING	AMOUNT (Rs.)
06/02/2023	000014	HDFC Bank Ltd	Stephen House	Prabha Apartments LLP	1,00,000/-
06/02/2023	000015	HDFC Bank Ltd	Stephen House	Prabha Towers LLP	1,00,000/-
06/02/2023	000016	HDFC Bank Ltd	Stephen House	Vivaara Constructions LLP	1,00,000/-
06/02/2023	000017	HDFC Bank Ltd	Stephen House	Vivaara Highrise LLP	1,00,000/-
06/02/2023	000018	HDFC Bank Ltd	Stephen House	Vivaara Homes LLP	1,00,000/-
06/02/2023	000019	HDFC Bank Ltd	Stephen House	Vivaara Lifestyle LLP	1,00,000/-
06/02/2023	000020	HDFC Bank Ltd	Stephen House	Vivaara Towers LLP	1,00,000/-
06/02/2023	000021	HDFC Bank Ltd	Stephen House	Vivaara Ventures LLP	1,00,000/-
06/02/2023	000022	HDFC Bank Ltd	Stephen House	Vivaara Apartments LLP	1,00,000/-
06/02/2023	000023	HDFC Bank Ltd	Stephen House	Vivaara Developers LLP	1,00,000/-
06/02/2023	000025	HDFC Bank Ltd	Stephen House	Vivaara Realcon LLP	1,00,000/-
06/02/2023	000026	HDFC Bank Ltd	Stephen House	Vivaara Spaces LLP	1,00,000/-

*to be used*



ADDITIONAL REGISTRAR  
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06/02/2023	000027	HDFC Bank Ltd	Stephen House	Vivaara Infraprojects LLP	1,00,000/-
06/02/2023	000028	HDFC Bank Ltd	Stephen House	Vivaara Realtors LLP	1,00,000/-
<b>TOTAL</b>					<b>Rs. 14,00,000.00</b>

(Rupees fourteen lakhs only)

WITNESSES:

*Pravin Bagaria Adv.*

*Subham Narkar.*

VIVAARA REALTORS LLP  
 VIVAARA INFRAPROJECTS LLP  
 VIVAARA VENTURES LLP  
 VIVAARA LIFESTYLE LLP  
 VIVAARA TOWERS LLP  
 VIVAARA REALCON LLP  
 VIVAARA HIGHRISE LLP  
 VIVAARA CONSTRUCTIONS LLP  
 VIVAARA DEVELOPERS LLP  
 VIVAARA APARTMENTS LLP  
 VIVAARA HOMES LLP  
 VIVAARA SPACES LLP  
 PRABHA TOWERS LLP  
 PRABHA APARTMENTS LLP

*[Signature]*  
 DESIGNATED PARTNER/PARTNER  
 AUTHORIZED SIGNATORY



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OF ASSURANCES-IV, KOLKATA  
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SITE PLAN OF LAND AT PART OF MOUZA :- HATIARA ; J . L NO :- 14  
 R . S NO :- 188 ; R . S DAG NO :- 4637 & 4638 ; R . S KHATIAN NO :- 1946  
 P . S :- NEW TOWN ; DIST :- NORTH 24 PARGANAS ; UNDER BIDHAN NAGAR  
 MUNICIPAL CORPORATION ; WARD NO :- 21 ;

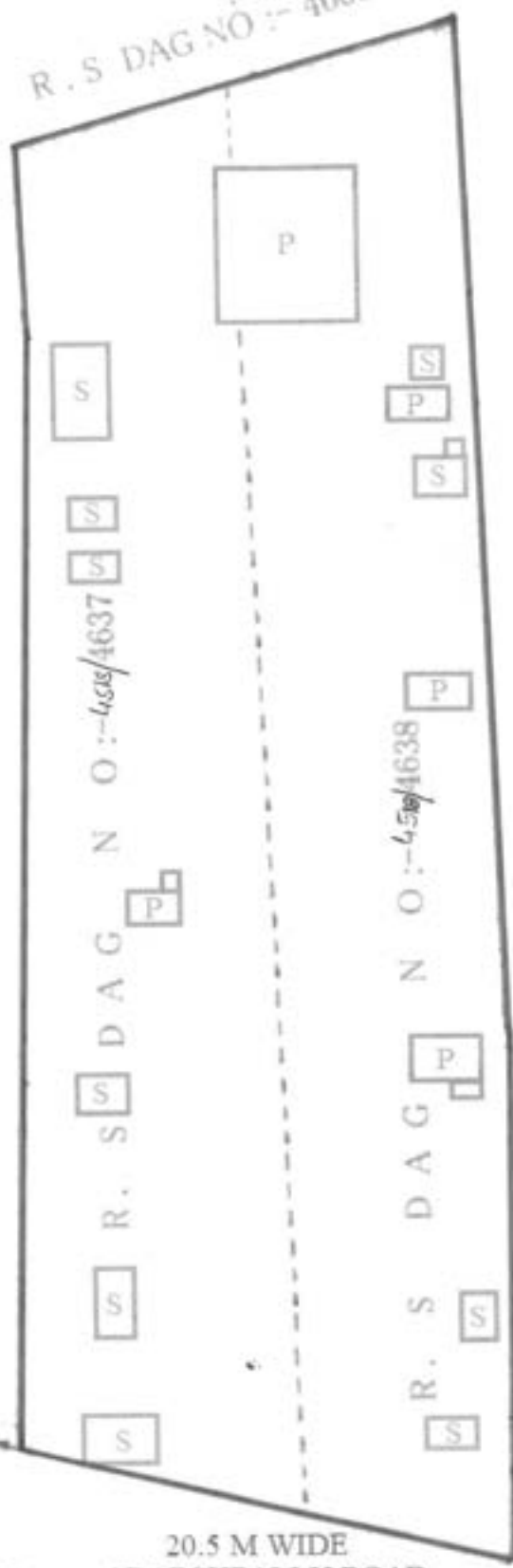
R . S DAG NO :- 4606

R . S DAG NO :- 4636

R . S DAG NO :- 4637

R . S DAG NO :- 4638

R . S DAG NO :- 4639



- VIVAARA REALTORS LLP
- VIVAARA INFRAPROJECTS LLP
- VIVAARA VENTURES LLP
- VIVAARA LIFESTYLE LLP
- VIVAARA TOWERS LLP
- VIVAARA REALCON LLP
- VIVAARA HIGHRISE LLP
- VIVAARA CONSTRUCTIONS LLP
- VIVAARA DEVELOPERS LLP
- VIVAARA APARTMENTS LLP
- VIVAARA HOMES LLP
- VIVAARA SPACES LLP
- PRABHA TOWERS LLP
- PRABHA APARTMENTS LLP












DESIGNATED PARTNER/PARTNER  
 AUTHORISED SIGNATORY












PRABHA AIKYAM LLP

DESIGNATED PARTNER/PARTNER  
 AUTHORISED SIGNATORY



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

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



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### Major Information of the Deed

Deed No :	I-1904-02467/2023	Date of Registration	15/02/2023
Query No / Year	1904-2000370347/2023	Office where deed is registered	
Query Date	10/02/2023 4:40:03 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Subhash Naskar 1B And 2, Hare Street, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9123314639, 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 : 14,00,000/-]		
Set Forth value	Market Value		
Rs. 30/-	Rs. 7,17,87,629/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,031/- (Article:48(g))	Rs. 14,105/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

#### Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Adarsha Pally (Jyangra & Hatiara), Mouza: Hatiara, , Ward No: 30, Holding No:23 JI No: 14, Pin Code : 700157

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-4518/4638 (RS :-)	LR-21018	Bastu	Shali	0.05 Acre	1/-	26,01,001/-	Property is on Road
L2	LR-4518/4638 (RS :-)	LR-21019	Bastu	Shali	0.05 Acre	1/-	26,01,001/-	Property is on Road
L3	LR-4518/4638 (RS :-)	LR-21020	Bastu	Shali	0.05 Acre	1/-	26,01,001/-	Property is on Road
L4	LR-4518/4638 (RS :-)	LR-21021	Bastu	Shali	0.05 Acre	1/-	26,01,001/-	Property is on Road
L5	LR-4518/4638 (RS :-)	LR-21023	Bastu	Shali	0.04 Acre	1/-	20,80,801/-	Property is on Road
L6	LR-4518/4638 (RS :-)	LR-21024	Bastu	Shali	0.04 Acre	1/-	20,80,801/-	Property is on Road
L7	LR-4518/4638 (RS :-)	LR-21025	Bastu	Shali	0.04 Acre	1/-	20,80,801/-	Property is on Road
L8	LR-4518/4638 (RS :-)	LR-21026	Bastu	Shali	0.04 Acre	1/-	20,80,801/-	Property is on Road
L9	LR-4518/4638 (RS :-)	LR-21027	Bastu	Shali	0.06 Acre	1/-	31,21,202/-	Property is on Road

L10	LR-4518/4638 (RS :-)	LR-21029	Bastu	Shali	0.05 Acre	1/-	26,01,001/-	Property is on Road
L11	LR-4518/4638 (RS :-)	LR-21030	Bastu	Shali	0.05 Acre	1/-	26,01,001/-	Property is on Road
L12	LR-4518/4638 (RS :-)	LR-21031	Bastu	Shali	0.05 Acre	1/-	26,01,001/-	Property is on Road
L13	LR-4518/4638 (RS :-)	LR-21032	Bastu	Shali	0.05 Acre	1/-	26,01,001/-	Property is on Road
L14	LR-4518/4638 (RS :-)	LR-21033	Bastu	Shali	0.05 Acre	1/-	26,01,001/-	Property is on Road
L15	LR-4518/4637 (RS :-)	LR-21018	Bastu	Shali	0.05 Acre	1/-	26,01,001/-	Property is on Road
L16	LR-4518/4637 (RS :-)	LR-21019	Bastu	Shali	0.05 Acre	1/-	26,01,001/-	Property is on Road
L17	LR-4518/4637 (RS :-)	LR-21020	Bastu	Shali	0.05 Acre	1/-	26,01,001/-	Property is on Road
L18	LR-4518/4637 (RS :-)	LR-21021	Bastu	Shali	0.05 Acre	1/-	26,01,001/-	Property is on Road
L19	LR-4518/4637 (RS :-)	LR-21023	Bastu	Shali	0.05 Acre	1/-	26,01,001/-	Property is on Road
L20	LR-4518/4637 (RS :-)	LR-21024	Bastu	Shali	0.05 Acre	1/-	26,01,001/-	Property is on Road
L21	LR-4518/4637 (RS :-)	LR-21025	Bastu	Shali	0.05 Acre	1/-	26,01,001/-	Property is on Road
L22	LR-4518/4637 (RS :-)	LR-21026	Bastu	Shali	0.05 Acre	1/-	26,01,001/-	Property is on Road
L23	LR-4518/4637 (RS :-)	LR-21027	Bastu	Shali	0.04 Acre	1/-	20,80,801/-	Property is on Road
L24	LR-4518/4637 (RS :-)	LR-21029	Bastu	Shali	0.05 Acre	1/-	26,01,001/-	Property is on Road
L25	LR-4518/4637 (RS :-)	LR-21030	Bastu	Shali	0.05 Acre	1/-	26,01,001/-	Property is on Road
L26	LR-4518/4637 (RS :-)	LR-21031	Bastu	Shali	0.04 Acre	1/-	20,80,801/-	Property is on Road
L27	LR-4518/4637 (RS :-)	LR-21032	Bastu	Shali	0.04 Acre	1/-	20,80,801/-	Property is on Road



L28	LR-4518/4637 (RS :- )	LR-21033	Bastu	Shali	0.04 Acre	1/-	20,80,801/-	Property is on Road
		<b>TOTAL :</b>			<b>133Dec</b>	<b>28 /-</b>	<b>691,86,629 /-</b>	
		<b>Grand Total :</b>			<b>133Dec</b>	<b>28 /-</b>	<b>691,86,629 /-</b>	

**Structure Details :**

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2, L3, L4, L5, L6, L7, L8, L9, L10, L11, L12, L13, L14, L15, L16, L17, L18, L19, L20, L21, L22, L23, L24, L25, L26, L27, L28	2200 Sq Ft.	1/-	18,81,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 2200 Sq Ft, Residential Use, Marble Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
S2	On Land L1, L2, L3, L4, L5, L6, L7, L8, L9, L10, L11, L12, L13, L14, L15, L16, L17, L18, L19, L20, L21, L22, L23, L24, L25, L26, L27, L28	2000 Sq Ft.	1/-	7,20,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 2000 Sq Ft, Residential Use, Mosaic Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete					
<b>Total :</b>		<b>4200 sq ft</b>	<b>2 /-</b>	<b>26,01,000 /-</b>	

**Land Lord Details :**



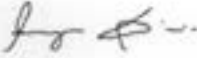


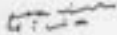
Sl No	Name,Address,Photo,Finger print and Signature
1	<b>PRABHA APARTMENTS LLP</b> Room No. 703-704, 7th Floor, Gate No. 4, Poddar Court, 18, Rabindra Sarani, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx6E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	<b>PRABHA TOWERS LLP</b> Room No. 703-704, 7th Floor, Gate No. 4, Poddar Court, 18, Rabindra Sarani, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx7F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

3	<b>VIVAARA CONSTRUCTIONS LLP</b> Room No. 703-704, 7th Floor, Gate No. 4, Poddar Court, 18, Rabindra Sarani, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx2E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
4	<b>VIVAARA HIGHRISE LLP</b> Room No. 703-704, 7th Floor, Gate No. 4, Poddar Court, 18, Rabindra Sarani, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx3D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
5	<b>VIVAARA HOMES LLP</b> Room No. 703-704, 7th Floor, Gate No. 4, Poddar Court, 18, Rabindra Sarani, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx6E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
6	<b>VIVAARA LIFESTYLE LLP</b> Room No. 703-704, 7th Floor, Gate No. 4, Poddar Court, 18, Rabindra Sarani, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx7F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
7	<b>VIVAARA TOWERS LLP</b> Room No. 703-704, 7th Floor, Gate No. 4, Poddar Court, 18, Rabindra Sarani, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx0G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
8	<b>VIVAARA VENTURES LLP</b> Room No. 703-704, 7th Floor, Gate No. 4, Poddar Court, 18, Rabindra Sarani, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx0A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
9	<b>VIVAARA APARTMENTS LLP</b> Room No. 703-704, 7th Floor, Gate No. 4, Poddar Court, 18, Rabindra Sarani, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx9R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
10	<b>VIVAARA DEVELOPERS LLP</b> Room No. 703-704, 7th Floor, Gate No. 4, Poddar Court, 18, Rabindra Sarani, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx4C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
11	<b>VIVAARA REALCON LLP</b> Room No. 703-704, 7th Floor, Gate No. 4, Poddar Court, 18, Rabindra Sarani, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx0J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
12	<b>VIVAARA SPACES LLP</b> Room No. 703-704, 7th Floor, Gate No. 4, Poddar Court, 18, Rabindra Sarani, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx4P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
13	<b>VIVAARA INFRAPROJECTS LLP</b> Room No. 703-704, 7th Floor, Gate No. 4, Poddar Court, 18, Rabindra Sarani, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx8Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
14	<b>VIVAARA REALTORS LLP</b> Room No. 703-704, 7th Floor, Gate No. 4, Poddar Court, 18, Rabindra Sarani, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx1B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>PRABHA AIKYAM LLP</b> Room No. 703-704, 7th Floor, Gate No. 4, Poddar Court, 18, Rabindra Sarani, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: ABxxxxxx6F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Sagar Kumar Giria</b> <b>(Presentant)</b> Son of Lalit Kumar Giria Date of Execution - 15/02/2023, , Admitted by: Self, Date of Admission: 15/02/2023, Place of Admission of Execution: Office	 Feb 15 2023 2:27PM	 LTI 15/02/2023	 15/02/2023
	, CD-35, Sector - I, Salt Lake City, City:- Bidhannagar, P.O:- Bidhannagar, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700064, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ANxxxxxx8C, Aadhaar No: 47xxxxxxxx9067 Status : Representative, Representative of : PRABHA AIKYAM LLP (as Authorised Signatory)			
2	<b>Name</b> <b>Harish Kumar Giria</b> Son of Lalit Kumar Giria Date of Execution - 15/02/2023, , Admitted by: Self, Date of Admission: 15/02/2023, Place of Admission of Execution: Office	 Feb 15 2023 2:26PM	 LTI 15/02/2023	 15/02/2023
	CD-35, Sector - I, Salt Lake City, City:- Bidhannagar, P.O:- Bidhannagar, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700064, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AXxxxxx1B, Aadhaar No: 75xxxxxxxx5705 Status : Representative, Representative of : PRABHA APARTMENTS LLP (as DESIGNATED PARTNER), PRABHA TOWERS LLP (as DESIGNATED PARTNER), VIVAARA CONSTRUCTIONS LLP (as DESIGNATED PARTNER), VIVAARA HIGHRISE LLP (as DESIGNATED PARTNER), VIVAARA HOMES LLP (as DESIGNATED PARTNER), VIVAARA LIFESTYLE LLP (as DESIGNATED PARTNER), VIVAARA TOWERS LLP (as DESIGNATED PARTNER), VIVAARA VENTURES LLP (as DESIGNATED PARTNER), VIVAARA APARTMENTS LLP (as DESIGNATED PARTNER), VIVAARA DEVELOPERS LLP (as DESIGNATED PARTNER), VIVAARA REALCON LLP (as DESIGNATED PARTNER), VIVAARA SPACES LLP (as DESIGNATED PARTNER), VIVAARA INFRAPROJECTS LLP (as DESIGNATED PARTNER), VIVAARA REALTORS LLP (as DESIGNATED PARTNER)			

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Subhendu Chakraborty</b> Son of Sisir Ranjan Chakraborty Maha Kalachand Road, Ghola Bazar, Panihati (M), City:- , P.O:- Ghola Bazar, P.S:-Sodepur, District:-North 24- Parganas, West Bengal, India, PIN:- 700111	 15/02/2023	 15/02/2023	 15/02/2023
Identifier Of Sagar Kumar Giria, Harish Kumar Giria			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	VIVAARA VENTURES LLP	PRABHA AIKYAM LLP-5 Dec
Transfer of property for L10		
Sl.No	From	To. with area (Name-Area)
1	VIVAARA REALCON LLP	PRABHA AIKYAM LLP-5 Dec
Transfer of property for L11		
Sl.No	From	To. with area (Name-Area)
1	VIVAARA INFRAPROJECTS LLP	PRABHA AIKYAM LLP-5 Dec
Transfer of property for L12		
Sl.No	From	To. with area (Name-Area)
1	VIVAARA DEVELOPERS LLP	PRABHA AIKYAM LLP-5 Dec
Transfer of property for L13		
Sl.No	From	To. with area (Name-Area)
1	VIVAARA APARTMENTS LLP	PRABHA AIKYAM LLP-5 Dec
Transfer of property for L14		
Sl.No	From	To. with area (Name-Area)
1	PRABHA TOWERS LLP	PRABHA AIKYAM LLP-5 Dec
Transfer of property for L15		
Sl.No	From	To. with area (Name-Area)
1	VIVAARA VENTURES LLP	PRABHA AIKYAM LLP-5 Dec
Transfer of property for L16		
Sl.No	From	To. with area (Name-Area)
1	VIVAARA LIFESTYLE LLP	PRABHA AIKYAM LLP-5 Dec
Transfer of property for L17		
Sl.No	From	To. with area (Name-Area)
1	VIVAARA SPACES LLP	PRABHA AIKYAM LLP-5 Dec
Transfer of property for L18		
Sl.No	From	To. with area (Name-Area)
1	VIVAARA REALTORS LLP	PRABHA AIKYAM LLP-5 Dec
Transfer of property for L19		
Sl.No	From	To. with area (Name-Area)
1	PRABHA APARTMENTS LLP	PRABHA AIKYAM LLP-5 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	VIVAARA LIFESTYLE LLP	PRABHA AIKYAM LLP-5 Dec

Transfer of property for L20		
Sl.No	From	To. with area (Name-Area)
1	VIVAARA HOMES LLP	PRABHA AIKYAM LLP-5 Dec
Transfer of property for L21		
Sl.No	From	To. with area (Name-Area)
1	VIVAARA CONSTRUCTIONS LLP	PRABHA AIKYAM LLP-5 Dec
Transfer of property for L22		
Sl.No	From	To. with area (Name-Area)
1	VIVAARA TOWERS LLP	PRABHA AIKYAM LLP-5 Dec
Transfer of property for L23		
Sl.No	From	To. with area (Name-Area)
1	VIVAARA HIGHRISE LLP	PRABHA AIKYAM LLP-4 Dec
Transfer of property for L24		
Sl.No	From	To. with area (Name-Area)
1	VIVAARA REALCON LLP	PRABHA AIKYAM LLP-5 Dec
Transfer of property for L25		
Sl.No	From	To. with area (Name-Area)
1	VIVAARA INFRAPROJECTS LLP	PRABHA AIKYAM LLP-5 Dec
Transfer of property for L26		
Sl.No	From	To. with area (Name-Area)
1	VIVAARA DEVELOPERS LLP	PRABHA AIKYAM LLP-4 Dec
Transfer of property for L27		
Sl.No	From	To. with area (Name-Area)
1	VIVAARA APARTMENTS LLP	PRABHA AIKYAM LLP-4 Dec
Transfer of property for L28		
Sl.No	From	To. with area (Name-Area)
1	PRABHA TOWERS LLP	PRABHA AIKYAM LLP-4 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	VIVAARA SPACES LLP	PRABHA AIKYAM LLP-5 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	VIVAARA REALTORS LLP	PRABHA AIKYAM LLP-5 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	PRABHA APARTMENTS LLP	PRABHA AIKYAM LLP-4 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	VIVAARA HOMES LLP	PRABHA AIKYAM LLP-4 Dec

Transfer of property for L7		
Sl.No	From	To. with area (Name-Area)
1	VIVAARA CONSTRUCTIONS LLP	PRABHA AIKYAM LLP-4 Dec
Transfer of property for L8		
Sl.No	From	To. with area (Name-Area)
1	VIVAARA TOWERS LLP	PRABHA AIKYAM LLP-4 Dec
Transfer of property for L9		
Sl.No	From	To. with area (Name-Area)
1	VIVAARA HIGHRISE LLP	PRABHA AIKYAM LLP-6 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	PRABHA APARTMENTS LLP	PRABHA AIKYAM LLP-157.14285700 Sq Ft
2	PRABHA TOWERS LLP	PRABHA AIKYAM LLP-157.14285700 Sq Ft
3	VIVAARA CONSTRUCTIONS LLP	PRABHA AIKYAM LLP-157.14285700 Sq Ft
4	VIVAARA HIGHRISE LLP	PRABHA AIKYAM LLP-157.14285700 Sq Ft
5	VIVAARA HOMES LLP	PRABHA AIKYAM LLP-157.14285700 Sq Ft
6	VIVAARA LIFESTYLE LLP	PRABHA AIKYAM LLP-157.14285700 Sq Ft
7	VIVAARA TOWERS LLP	PRABHA AIKYAM LLP-157.14285700 Sq Ft
8	VIVAARA VENTURES LLP	PRABHA AIKYAM LLP-157.14285700 Sq Ft
9	VIVAARA APARTMENTS LLP	PRABHA AIKYAM LLP-157.14285700 Sq Ft
10	VIVAARA DEVELOPERS LLP	PRABHA AIKYAM LLP-157.14285700 Sq Ft
11	VIVAARA REALCON LLP	PRABHA AIKYAM LLP-157.14285700 Sq Ft
12	VIVAARA SPACES LLP	PRABHA AIKYAM LLP-157.14285700 Sq Ft
13	VIVAARA INFRAPROJECTS LLP	PRABHA AIKYAM LLP-157.14285700 Sq Ft
14	VIVAARA REALTORS LLP	PRABHA AIKYAM LLP-157.14285700 Sq Ft
Transfer of property for S2		
Sl.No	From	To. with area (Name-Area)
1	PRABHA APARTMENTS LLP	PRABHA AIKYAM LLP-142.85714300 Sq Ft
2	PRABHA TOWERS LLP	PRABHA AIKYAM LLP-142.85714300 Sq Ft
3	VIVAARA CONSTRUCTIONS LLP	PRABHA AIKYAM LLP-142.85714300 Sq Ft
4	VIVAARA HIGHRISE LLP	PRABHA AIKYAM LLP-142.85714300 Sq Ft
5	VIVAARA HOMES LLP	PRABHA AIKYAM LLP-142.85714300 Sq Ft
6	VIVAARA LIFESTYLE LLP	PRABHA AIKYAM LLP-142.85714300 Sq Ft
7	VIVAARA TOWERS LLP	PRABHA AIKYAM LLP-142.85714300 Sq Ft
8	VIVAARA VENTURES LLP	PRABHA AIKYAM LLP-142.85714300 Sq Ft

9	VIVAARA APARTMENTS LLP	PRABHA AIKYAM LLP-142.85714300 Sq Ft
10	VIVAARA DEVELOPERS LLP	PRABHA AIKYAM LLP-142.85714300 Sq Ft
11	VIVAARA REALCON LLP	PRABHA AIKYAM LLP-142.85714300 Sq Ft
12	VIVAARA SPACES LLP	PRABHA AIKYAM LLP-142.85714300 Sq Ft
13	VIVAARA INFRAPROJECTS LLP	PRABHA AIKYAM LLP-142.85714300 Sq Ft
14	VIVAARA REALTORS LLP	PRABHA AIKYAM LLP-142.85714300 Sq Ft

## Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Adarsha Pally (Jyangra & Hatiara), Mouza: Hatiara, , Ward No: 30, Holding No:23 JI No: 14, Pin Code : 700157

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 4518/4638, LR Khatian No:- 21018	Owner:বিবারা ভেনচার্স এল এল পি, Gurdian:পার্টনার , Address:১৮ রবীন্দ্রসরনী , Classification:শালি, Area:0.05000000 Acre,	VIVAARA VENTURES LLP
L2	LR Plot No:- 4518/4638, LR Khatian No:- 21019	Owner:বিবারা লাইফস্টাইল এল এল পি, Gurdian:পার্টনার , Address:১৮ রবীন্দ্রসরনী , Classification:শালি, Area:0.05000000 Acre,	VIVAARA LIFESTYLE LLP
L3	LR Plot No:- 4518/4638, LR Khatian No:- 21020	Owner:বিবারা স্পেসেস এল এল পি, Gurdian:পার্টনার , Address:১৮ রবীন্দ্রসরনী , Classification:শালি, Area:0.05000000 Acre,	VIVAARA SPACES LLP
L4	LR Plot No:- 4518/4638, LR Khatian No:- 21021	Owner:বিবারা রিয়েলটরস এল এল পি, Gurdian:পার্টনার , Address:১৮ রবীন্দ্রসরনী , Classification:শালি, Area:0.05000000 Acre,	VIVAARA REALTORS LLP
L5	LR Plot No:- 4518/4638, LR Khatian No:- 21023	Owner:প্রভা অ্যাপার্টমেন্ট এল এল পি, Gurdian:পক্ষে পার্টনার, Address:নিজ , Classification:শালি, Area:0.04000000 Acre,	PRABHA APARTMENTS LLP
L6	LR Plot No:- 4518/4638, LR Khatian No:- 21024	Owner:ভিভারা হোমস এল এল পি, Gurdian:পক্ষে পার্টনার, Address:নিজ , Classification:শালি, Area:0.04000000 Acre,	VIVAARA HOMES LLP
L7	LR Plot No:- 4518/4638, LR Khatian No:- 21025	Owner:ভিভারা কনস্ট্রাকশন এল এল পি, Gurdian:পক্ষে পার্টনার, Address:নিজ , Classification:শালি, Area:0.04000000 Acre,	VIVAARA CONSTRUCTIONS LLP
L8	LR Plot No:- 4518/4638, LR Khatian No:- 21026	Owner:ভিভারা টাওয়ার্স এল এল পি, Gurdian:পক্ষে পার্টনার, Address:নিজ , Classification:শালি, Area:0.04000000 Acre,	VIVAARA TOWERS LLP

L9	LR Plot No:- 4518/4638, LR Khatian No:- 21027	Owner:বিবারা হাইরাইজ এল এল পি, Gurdian:পার্টনার , Address:১৮ রবীন্দ্রসরনী , Classification:শালি, Area:0.06000000 Acre,	VIVAARA HIGHRISE LLP
L10	LR Plot No:- 4518/4638, LR Khatian No:- 21029	Owner:বিবারা রিয়েলকন এল এল পি, Gurdian:পার্টনার , Address:১৮ রবীন্দ্রসরনী , Classification:শালি, Area:0.05000000 Acre,	VIVAARA REALCON LLP
L11	LR Plot No:- 4518/4638, LR Khatian No:- 21030	Owner:বিবারা ইনফ্রাপ্রজেক্টস এল এল পি, Gurdian:পার্টনার , Address:১৮ রবীন্দ্রসরনী , Classification:শালি, Area:0.05000000 Acre,	VIVAARA INFRAPROJECTS LLP
L12	LR Plot No:- 4518/4638, LR Khatian No:- 21031	Owner:বিবারা ডেভেলপার্স এল এল পি, Gurdian:পার্টনার , Address:১৮ রবীন্দ্রসরনী , Classification:শালি, Area:0.05000000 Acre,	VIVAARA DEVELOPERS LLP
L13	LR Plot No:- 4518/4638, LR Khatian No:- 21032	Owner:বিবারা আপার্টমেন্ট এল এল পি, Gurdian:পার্টনার , Address:১৮ রবীন্দ্রসরনী , Classification:শালি, Area:0.05000000 Acre,	VIVAARA APARTMENTS LLP
L14	LR Plot No:- 4518/4638, LR Khatian No:- 21033	Owner:প্রভা টাওয়ার্স এল এল পি, Gurdian:পার্টনার , Address:নিজ , Classification:শালি, Area:0.05000000 Acre,	PRABHA TOWERS LLP
L15	LR Plot No:- 4518/4637, LR Khatian No:- 21018	Owner:বিবারা ভেনচার্স এল এল পি, Gurdian:পার্টনার , Address:১৮ রবীন্দ্রসরনী , Classification:শালি, Area:0.05000000 Acre,	VIVAARA VENTURES LLP
L16	LR Plot No:- 4518/4637, LR Khatian No:- 21019	Owner:বিবারা লাইফস্টাইল এল এল পি, Gurdian:পার্টনার , Address:১৮ রবীন্দ্রসরনী , Classification:শালি, Area:0.05000000 Acre,	VIVAARA LIFESTYLE LLP
L17	LR Plot No:- 4518/4637, LR Khatian No:- 21020	Owner:বিবারা স্পেসেস এল এল পি, Gurdian:পার্টনার , Address:১৮ রবীন্দ্রসরনী , Classification:শালি, Area:0.05000000 Acre,	VIVAARA SPACES LLP
L18	LR Plot No:- 4518/4637, LR Khatian No:- 21021	Owner:বিবারা রিয়েলটরস এল এল পি, Gurdian:পার্টনার , Address:১৮ রবীন্দ্রসরনী , Classification:শালি, Area:0.05000000 Acre,	VIVAARA REALTORS LLP
L19	LR Plot No:- 4518/4637, LR Khatian No:- 21023	Owner:প্রভা অ্যাপার্টমেন্ট এল এল পি, Gurdian:পক্ষে পার্টনার, Address:নিজ , Classification:শালি, Area:0.05000000 Acre,	PRABHA APARTMENTS LLP
L20	LR Plot No:- 4518/4637, LR Khatian No:- 21024	Owner:ভিভারা হোমস এল এল পি, Gurdian:পক্ষে পার্টনার, Address:নিজ , Classification:শালি, Area:0.05000000 Acre,	VIVAARA HOMES LLP



L21	LR Plot No:- 4518/4637, LR Khatian No:- 21025	Owner:ভিভারা কন্সট্রাকশন এল এল পি, Gurdian:পক্ষে পার্টনার, Address:নিজ , Classification:শাপি, Area:0.05000000 Acre,	VIVAARA CONSTRUCTIONS LLP
L22	LR Plot No:- 4518/4637, LR Khatian No:- 21026	Owner:ভিভারা টাওয়ার্স এল এল পি, Gurdian:পক্ষে পার্টনার, Address:নিজ , Classification:শাপি, Area:0.05000000 Acre,	VIVAARA TOWERS LLP
L23	LR Plot No:- 4518/4637, LR Khatian No:- 21027	Owner:বিবারা হাইরাইজ এল এল পি, Gurdian:পার্টনার , Address:১৮ রবীন্দ্রসরনী , Classification:শাপি, Area:0.04000000 Acre,	VIVAARA HIGHRISE LLP
L24	LR Plot No:- 4518/4637, LR Khatian No:- 21029	Owner:বিবারা রিয়েলকন এল এল পি, Gurdian:পার্টনার , Address:১৮ রবীন্দ্রসরনী , Classification:শাপি, Area:0.05000000 Acre,	VIVAARA REALCON LLP
L25	LR Plot No:- 4518/4637, LR Khatian No:- 21030	Owner:বিবারা ইনফ্রাপ্রজেক্টস এল এল পি, Gurdian:পার্টনার , Address:১৮ রবীন্দ্রসরনী , Classification:শাপি, Area:0.05000000 Acre,	VIVAARA INFRAPROJECTS LLP
L26	LR Plot No:- 4518/4637, LR Khatian No:- 21031	Owner:বিবারা ডেভেলপার্স এল এল পি, Gurdian:পার্টনার , Address:১৮ রবীন্দ্রসরনী , Classification:শাপি, Area:0.04000000 Acre,	VIVAARA DEVELOPERS LLP
L27	LR Plot No:- 4518/4637, LR Khatian No:- 21032	Owner:বিবারা আপার্টমেন্ট এল এল পি, Gurdian:পার্টনার , Address:১৮ রবীন্দ্রসরনী , Classification:শাপি, Area:0.04000000 Acre,	VIVAARA APARTMENTS LLP
L28	LR Plot No:- 4518/4637, LR Khatian No:- 21033	Owner:প্রভা টাওয়ার্স এল এল পি, Gurdian:পার্টনার , Address:নিজ , Classification:শাপি, Area:0.04000000 Acre,	PRABHA TOWERS LLP

On 15-02-2023

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

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

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

Presented for registration at 14:07 hrs on 15-02-2023, at the Office of the A.R.A. - IV KOLKATA by Sagar Kumar Giria

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 7,17,87,629/-

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

Execution is admitted on 15-02-2023 by Sagar Kumar Giria, Authorised Signatory, PRABHA AIKYAM LLP (LLP), Room No. 703-704, 7th Floor, Gate No. 4, Poddar Court, 18, Rabindra Sarani, City:- Kolkata, P.O:- Bowbazar, P.S:- Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001

Identified by Subhendu Chakraborty, . . Son of Sisir Ranjan Chakraborty, Maha Kalachand Road, Ghola Bazar, Panihati (M), P.O: Ghola Bazar, Thana: Sodepur, . North 24-Parganas, WEST BENGAL, India, PIN - 700111, by caste Hindu, by profession Private Service

Execution is admitted on 15-02-2023 by Harish Kumar Giria, DESIGNATED PARTNER, PRABHA APARTMENTS LLP (LLP), Room No. 703-704, 7th Floor, Gate No. 4, Poddar Court, 18, Rabindra Sarani, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001; DESIGNATED PARTNER, PRABHA TOWERS LLP (LLP), Room No. 703-704, 7th Floor, Gate No. 4, Poddar Court, 18, Rabindra Sarani, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001; DESIGNATED PARTNER, VIVAARA CONSTRUCTIONS LLP (LLP), Room No. 703-704, 7th Floor, Gate No. 4, Poddar Court, 18, Rabindra Sarani, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001; DESIGNATED PARTNER, VIVAARA HIGHRISE LLP (LLP), Room No. 703-704, 7th Floor, Gate No. 4, Poddar Court, 18, Rabindra Sarani, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001; DESIGNATED PARTNER, VIVAARA HOMES LLP (LLP), Room No. 703-704, 7th Floor, Gate No. 4, Poddar Court, 18, Rabindra Sarani, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001; DESIGNATED PARTNER, VIVAARA LIFESTYLE LLP (LLP), Room No. 703-704, 7th Floor, Gate No. 4, Poddar Court, 18, Rabindra Sarani, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001; DESIGNATED PARTNER, VIVAARA TOWERS LLP (LLP), Room No. 703-704, 7th Floor, Gate No. 4, Poddar Court, 18, Rabindra Sarani, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001; DESIGNATED PARTNER, VIVAARA VENTURES LLP (LLP), Room No. 703-704, 7th Floor, Gate No. 4, Poddar Court, 18, Rabindra Sarani, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001; DESIGNATED PARTNER, VIVAARA APARTMENTS LLP (LLP), Room No. 703-704, 7th Floor, Gate No. 4, Poddar Court, 18, Rabindra Sarani, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001; DESIGNATED PARTNER, VIVAARA DEVELOPERS LLP (LLP), Room No. 703-704, 7th Floor, Gate No. 4, Poddar Court, 18, Rabindra Sarani, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001; DESIGNATED PARTNER, VIVAARA REALCON LLP (LLP), Room No. 703-704, 7th Floor, Gate No. 4, Poddar Court, 18, Rabindra Sarani, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001; DESIGNATED PARTNER, VIVAARA SPACES LLP (LLP), Room No. 703-704, 7th Floor, Gate No. 4, Poddar Court, 18, Rabindra Sarani, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001; DESIGNATED PARTNER, VIVAARA INFRAPROJECTS LLP (LLP), Room No. 703-704, 7th Floor, Gate No. 4, Poddar Court, 18, Rabindra Sarani, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001; DESIGNATED PARTNER, VIVAARA REALTORS LLP (LLP), Room No. 703-704, 7th Floor, Gate No. 4, Poddar Court, 18, Rabindra Sarani, City:- Kolkata, P.O:- Bowbazar, P.S:- Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001

Identified by Subhendu Chakraborty, . . Son of Sisir Ranjan Chakraborty, Maha Kalachand Road, Ghola Bazar, Panihati (M), P.O: Ghola Bazar, Thana: Sodepur, . North 24-Parganas, WEST BENGAL, India, PIN - 700111, by caste Hindu, by profession Private Service

### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 14,105.00/- ( B = Rs 14,000.00/- ,E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 14,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/02/2023 2:07PM with Govt. Ref. No: 192022230293832128 on 13-02-2023, Amount Rs: 14,021/-, Bank: SBI EPay ( SBlePay), Ref. No. 5802167273835 on 13-02-2023, Head of Account 0030-03-104-001-16

### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 10.00/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 176890, Amount: Rs.10.00/-, Date of Purchase: 18/01/2023, Vendor name: S Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/02/2023 2:07PM with Govt. Ref. No: 192022230293832128 on 13-02-2023, Amount Rs: 75,021/-, Bank: SBI EPay ( SBlePay), Ref. No. 5802167273835 on 13-02-2023, 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 148358 to 148414  
being No 190402467 for the year 2023.



*Mm*

Digitally signed by MOHUL  
MUKHOPADHYAY  
Date: 2023.02.17 12:14:50 +05:30  
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2023/02/17 12:14:50 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA  
West Bengal.

(This document is digitally signed.)