

29441

29 DEC 2022

Serial No.....
Name.....
Address:
8, Lyons Range, Kolkata-700 001

Sanchaiti Chakraborty
Advocate
High Court, Kolkata

Date: 29 DEC 2022
Licensed Stamp Vender
B. G. OSH

Sanchaiti Chakraborty
1216



Sanchaiti Chakraborty

1217

Sanchaiti Chakraborty



1218

ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
17 FEB 2023



Anaya Chatterjee



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

AG 604067

3. Parties:

- 3.1. **Shrachi Developers Private Limited**, (PAN AADCS8010J) having its registered office at Shrachi Towers, 686, Anandapur, E. M. Bypass, Kolkata 700107 represented by its authorized signatory Mr. Subha Chakrabarti (PAN ABVPC7307E), son of Niranjana Chakrabarti, working for gain at Shrachi Towers, 686, Anandapur, E. M. Bypass, Kolkata 700107, hereinafter referred to as "the **LESSEE**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in office, successors-in-interest, agents and permitted assigns) of the **One Part**;

29443

29 DEC 2022

29 DEC 2022

Serial No.....
Name.....
Address.....
Lyons Range, Kolkata-700 004

Sanchay Chakraborty
Advocate
High Court
Kolkata

Date..... Licensed Stamp Vendor
B. K. Saha



ADDITIONAL REGISTRAR
OF ASSURANCES IN KOLKATA
17 FEB 2023



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



192022230320190138

GRN Details

GRN:	192022230320190138	Payment Mode:	SBI Epay
GRN Date:	03/03/2023 14:34:22	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	3731305425533	BRN Date:	03/03/2023 14:34:40
Gateway Ref ID:	IGAPFOZDA1	Method:	State Bank of India NB
GRIPS Payment ID:	030320232032019012	Payment Init. Date:	03/03/2023 14:34:22
Payment Status:	Successful	Payment Ref. No:	2000292415/14/2023

[Query No*/Query Year]

Depositor Details

Depositor's Name:	rahul todi
Address:	kasba
Mobile:	9038023713
Depositor Status:	Others
Query No:	2000292415
Applicant's Name:	Mr SUVANKAR DAM
Address:	A.R.A. - IV KOLKATA
Office Name:	A.R.A. - IV KOLKATA
Identification No:	2000292415/14/2023
Remarks:	Sale, Development Agreement or Construction agreement Payment No 14
Period From (dd/mm/yyyy):	03/03/2023
Period To (dd/mm/yyyy):	03/03/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000292415/14/2023	Property Registration- Stamp duty	0030-02-103-003-02	50
Total				50

IN WORDS: FIFTY ONLY.

PAYED



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



192022230309959588

GRN Details

GRN:	192022230309959588	Payment Mode:	SBI Epay
GRN Date:	24/02/2023 12:31:42	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	2310947103027	BRN Date:	01/03/2023 15:21:29
Gateway Ref ID:	CMS0602344800090	Method:	State Bank of India NEFT/RTGS
GRIPS Payment ID:	240220232030995957	Payment Init. Date:	24/02/2023 12:31:42
Payment Status:	Successful	Payment Ref. No:	2000292415/12/2023

[Query No*/Query Year]

Depositor Details

Depositor's Name:	SHRACHI REALTY PVT LTD
Address:	686, ANANDAPUR, SHRACH TOWER 8TH FLOOR KOLKATA, West Bengal, 700107
Mobile:	9874423535
E-Mail:	TUSHARHALDAR@SHRACHI.COM
Contact No:	3349844984
Depositor Status:	Seller/Executants
Query No:	2000292415
Applicant's Name:	Mr SUVANKAR DAM
Address:	A.R.A. - IV KOLKATA
Office Name:	A.R.A. - IV KOLKATA
Identification No:	2000292415/12/2023
Remarks:	Sale, Development Agreement or Construction agreement Payment No 12
Period From (dd/mm/yyyy):	24/02/2023
Period To (dd/mm/yyyy):	24/02/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000292415/12/2023	Property Registration- Stamp duty	0030-02-103-003-02	1
2	2000292415/12/2023	Property Registration- Registration Fees	0030-03-104-001-16	1200004
			Total	1200005

IN WORDS: TWLEVE LAKH FIVE ONLY.










Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - IV KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19042000292415/2023

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr SUBHA CHAKRABARTI City:- Not Specified, P.O:- MADURDAHA, P.S:- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700107	Representative of Land Lord [SHRACHI DEVELOPERS PRIVATE LIMITED]		1216 	 17/02/2023
2	Mr SUBHA CHAKRABARTI City:- Not Specified, P.O:- MADURDAHA, P.S:- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700107	Representative of Developer [SHRACHI BEEU PROJECT S LLP]			 17/02/2023
3	Mr SHAHZADA SALIM KHAN City:- Not Specified, P.O:- BELGACHIA, P.S:- Ultadanga, District:- North 24-Parganas, West Bengal, India, PIN:- 700037	Representative of Developer [SHRACHI BEEU PROJECT S LLP]		1217 	 17/02/2023



Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print 1218	Signature with date
1	Miss ARYAA CHATTERJEE Son of Mr S CHATTERJEE City:- Not Specified, P.O.- NABAGRAM, P.S.-Uttarpara, District:-Hooghly, West Bengal, India, PIN:- 712246	Mr SUBHA CHAKRABARTI, Mr SUBHA CHAKRABARTI, Mr SHAHZADA SALIM KHAN			Aryaa Chatterjee 17/2/23.

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





Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



060220232028249384

GRIPS Payment Detail

GRIPS Payment ID:	060220232028249384	Payment Init. Date:	06/02/2023 12:08:32
Total Amount:	74924	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	6646328322325	BRN Date:	06/02/2023 19:20:20
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name:	Mr SHRACHI REALTY PVT LTD FLOOR
Mobile:	9874423535

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192022230282493858	Directorate of Registration & Stamp Revenue	74924
Total			74924

IN WORDS: SEVENTY FOUR THOUSAND NINE HUNDRED TWENTY FOUR ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.





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



192022230282493858

GRN Details

GRN:	192022230282493858	Payment Mode:	SBI Epay
GRN Date:	06/02/2023 12:08:32	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	6646328322325	BRN Date:	06/02/2023 19:20:20
Gateway Ref ID:	N037232319709461	Method:	State Bank of India NEFT/RTGS
GRIPS Payment ID:	060220232028249384	Payment Init. Date:	06/02/2023 12:08:32
Payment Status:	Successful	Payment Ref. No:	2000292415/1/2023

[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr SHRACHI REALTY PVT LTD FLOOR
Address:	686, ANANDAPUR, SHRACHI TOWER 8TH FLOOR, KOLKATA-700107
Mobile:	9874423535
Email:	TUSHARHALDAR@SHRACHI.COM
Period From (dd/mm/yyyy):	06/02/2023
Period To (dd/mm/yyyy):	06/02/2023
Payment Ref ID:	2000292415/1/2023
Dept Ref ID/DRN:	2000292415/1/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000292415/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	74910
2	2000292415/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	14
			Total	74924

IN WORDS: SEVENTY FOUR THOUSAND NINE HUNDRED TWENTY FOUR ONLY.

PAID

And

- 3.2. **SHRACHI BEEU PROJECTSLLP (PAN AEXFS3311R)**, having its registered office at Shrachhi Tower, 686, Anandapur, EM Bypass R.B. Connector Junction, Kolkata-700107, represented by one of its designated partner SHAHZADA SALIM KHAN, PAN- ALAPK3736E, (AADHAR NO.- 472498092146), son of Nasir Ahmed Khan, by faith - Muslim, by occupation- Business, residing at 33, Belgachia Road, Tram Deopt, Belgachia, P.O.- Belgachia, P.S. Ultadanga, Kolkata - 700 037 and its authorized signatory Mr. Subha Chakrabarti (PAN ABVPC7307E), son of Niranjan Chakrabarti, working for gain at Shrachhi Towers, 686, Anandapur, E. M. Bypass, Kolkata 700107, hereinafter referred to as "the **Developer**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in office, successors-in-interest, agents and assigns) of the **Other Part**.

LESSEE and Developer individually **Party** and collectively **Parties**.

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

4. **Subject Matter of Agreement** - Development and Commercial Exploitation of ALL THAT piece and parcel of land containing an area of 59.33 cottahs, more or less, situate, lying at and being premises No. 34/1, Khudiram Bose Sarani, Kolkata- 700037 under Police Station Tala and Ward No. 3 of the Kolkata Municipal Corporation and delineated in the map or plan annexed hereto and bordered red thereon(hereinafter referred to as the "**said Property**") : Agreement between the LESSEE and the Developer with regard to development and commercial exploitation (in the manner specified in this Agreement) of the said Property, fully described in the First Schedule hereunder written.
5. **Representations, Warranties and Background:**
- 5.1. **LESSEE's Representations:** The LESSEE has represented and warranted to the Developer as follows:
- 5.1.1. The LESSEE is a long term Lessee of the said Property by virtue of a lease granted by the West Bengal Transport Corporation (Formerly Calcutta Tram Company)(hereinafter referred to as the "**WBTC**"),registered in the office of the Additional Registrar of Assurance IV Kolkata, by Lease Deed No. 190418169, dated 20th October,2022,



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copied in Book No. 1 , CD Volume No. 1904-2022, pages from 1075335 to 1075363, for the year 2022 (hereinafter referred to as the "**said Lease Deed**") for a period of 99 (ninety nine) years with a scope of further renewal of lease for another 99 (ninety nine) years on the terms and conditions morefully mentioned therein.

- 5.1.2. **Mutation:** The LESSEE is taking all necessary steps for recording its name in the records of the Kolkata Municipal Corporation.
- 5.1.3. **Free From All Encumbrances :** That as confirmed by WBTC in the said Lease Deed, the said Property and all and every part thereof is free from all encumbrances mortgages, charges, liens, lispendens attachments, debutters trusts uses, leases, tenancies, thika tenancies, licences, occupancy rights, claims, demands, acquisitions, requisitions, alignments and liabilities whatsoever or howsoever and the Lessee has been enjoying perpetual leasehold rights and possession thereof without any hindrance or objection.
- 5.1.4. **Absolute Possession:** The LESSEE is in lawful, vacant, physical and khas possession of the entire of the said Property.
- 5.1.5. **No Previous Agreement:** The LESSEE has not entered into any negotiation and/or agreement with any person or persons for transfer or lease or sub-lease or development or otherwise of the said Property or any part thereof and the LESSEE confirms that it shall not enter into any such agreement at any time hereafter save in favour of the Developer and/or its nominees.
- 5.1.6. **No Attachment:** That the said Property or any portion thereof is not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever or howsoever and there was or is no case or proceeding against the LESSEE or the LESSEE's predecessors-in-title for realization of the arrears of Income Tax or other taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force.
- 5.1.7. **No Charge/Mortgage:** That the LESSEE has not created any registered or equitable mortgage or anomalous mortgage or charge or lien on the said Property or any part thereof and that the same is free from all charges, encumbrances and liabilities whatsoever or howsoever.



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OF ASSURANCES, KOLKATA
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- 5.1.8. **Taxes Paid:** That all municipal and other rates and taxes in respect of the said Property is being duly paid upto date by the Lessee;
- 5.1.9. **LESSEE has Authority:** The LESSEE has good and full right, power and authority to enter into this Agreement and to comply with its obligations herein.
- 5.1.10. **No Prejudicial Act:** The LESSEE has not done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.
- 5.1.11. **No Legal Proceedings:** There are no pending legal or other proceedings and/or any subsisting order of any Court or authority relating to or affecting the said Property or any part thereof in any manner whatsoever and there is no decree judgement or any other order having ever been made or passed affecting the said Property or any part thereof or the title / interest of the LESSEE thereto;
- 5.1.12. **Original Title Documents:** All original documents of title and connected papers in respect of the said Property, ("Original Title Documents") as received from CTC are in the possession and custody of the LESSEE and no other person or entity has any right or entitlement in respect of the same and the LESSEE has not created any charge or mortgage by depositing the title deeds or any of them or otherwise;
- 5.1.13. **Boundary walls:** The said Property is butted and bounded by Pucca Brick-built Boundary Walls with Gates.
- 5.2. **Developer's Representations:** The Developer has represented and warranted to the LESSEE as follows:
- 5.2.1. **Developer's ability to complete:** The Developer has the necessary resources to complete the Project and to make arrangements for the funds required for the same. The Developer has the financial capability to carry out, complete and finish the Project.
- 5.2.2. **Developer has Authority:** The Developer has full authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.
- 5.3. **Decision to Develop:** The LESSEE has agreed to appoint the Developer as the developer of the said Property on which the Developer has vast experience for taking up the development by constructing the New Buildings and commercial exploitation of the said Property (collectively Project).



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- 5.4. **Finalization of Terms Based on Representations:** Pursuant to the above and relying on the representations made by the Parties to each other as stated above and elsewhere in this Agreement, final terms and conditions for the Project agreed between the parties are being recorded in this Agreement.

6. Basic Understanding:

- 6.1. **Development of Said Property by Construction and Commercial Exploitation of New Buildings:** The LESSEE hereby appoints the Developer as the developer of the said Property for taking up the development of the said Property by constructing New Building(s) and commercial exploitation of the said Property in the manner contained in this Agreement, with the main crux being that development and construction of New Buildings at the said Property shall be made by the Developer and revenue from transfer of such constructed areas shared by the Developer and the LESSEE in the agreed manner as hereinafter mentioned.
- 6.2. **Nature and Use of New Buildings:** The New Buildings shall be constructed in accordance with architectural plans (Building Plans) to be prepared by architect(s) appointed by the Developer and sanctioned by the Kolkata Municipal Corporation and other statutory authorities concerned with sanction (collectively Planning Authorities), as a ready-to-use building as may be decided by the Developer, however subject to the terms and conditions of the lease and without violating any provisions of the lease.
- 6.3. **"Saleable Spaces / Saleable Areas"** for the purpose of this agreement shall mean the Units (being all the transferable spaces and/or constructed areas in the said Property, be the flats, apartments, office spaces, shops, showrooms, covered spaces or the like for use as residence, commercial, mercantile or any other purpose capable of being independently and exclusively held, used, occupied and enjoyed by any person and shall include the terrace if any attached to any unit), Parking Spaces, with or without any facilities and all other areas at the said Saleable Block capable of being transferred independently or by being added to the area of any Unit (including common areas installations and facilities) or making appurtenant to any Unit or otherwise and shall also include any area, right or privilege at the said Property capable of being commercially exploited or transferred or granted / permitted to be used for consideration in any manner;

7. Appointment and Commencement:



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- 7.1. **Appointment and Acceptance:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, the LESSEE hereby appoints the Developer as the developer of the said Property with right to execute the Project. The Developer hereby accepts the said appointment by the LESSEE.
- 7.2. **Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above.

8. Approvals, Sanction and Construction:

- 8.1. **Sanction of Building Plans by Developer:** The Developer shall be obliged to obtain sanction Building plan from the concerned authorities in the name of the LESSEE.
- 8.2. **Architects and Consultants:** The Developer shall appoint Architect(s) and other consultants in connection with construction work of the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer.
- 8.3. **Construction:** The Developer shall bear the entire costs and expenses relating to carrying out the purpose of this agreement i.e. development, construction, erection and completion of the New Buildings in accordance with the sanctioned Building Plans.
- 8.4. **Completion:** The Parties acknowledge that the Developer shall make best endeavor to complete construction within 60months from the date of receiving vacant physical possession of the area earmarked for Saleable Block OR sanction of Building Plan and all Approvals necessary for development, whichever is later, complete construction.
- 8.5. **Common Portions:** The Developer shall be entitled, in the name of the LESSEE, if and as applicable, to install, erect and complete in the New Buildings the common areas, amenities and facilities such as stairways, lifts, generators, fire-fighting apparatus, passages, driveways, common lavatory, electric meter room, pump room, reservoir, over-head water tank, water pump and motor, water connection, drainage connection, sewerage connection and other facilities required for establishment, enjoyment, maintenance and management of the New Buildings (collectively Common Portions). For permanent electric connection to the apartments/offices/spaces in the New Buildings (Units), the intending purchasers (collectively Transferees) shall pay the deposits demanded by electricity supplying authority and other agencies. It is clarified that the



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Developer alone shall be entitled to receive /collect from all the Transferees (1) the charges for HT electric equipment and cabling, (2) the charges for generator (3) the deposits, including for maintenance and (4) any other additional cost and/or Deposit required in respect of their respective Units.

- 8.6. Temporary Connections:** The Developer shall be authorized in the name of the LESSEE to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the said Property. The recurring charges for such temporary as also existing connections will be paid by the Developer till the building is ready to the extent necessary for handing over the possession.
- 8.7.** The LESSEE agrees and covenants with the Developer not to cause any obstruction, interference or hindrance to the Developer carrying out the work of development herein envisaged and not to do any act, deed, matter or thing whereby the rights of the Developer hereunder may be affected or the Developer is prevented from carrying out the development herein envisaged or transferring the Saleable Spaces and other spaces areas rights and benefits as elsewhere herein dealt with and shall indemnify the Developer for all losses, damages, costs, claims, demands, consequences suffered or incurred as a result thereof.
- 8.8. Modification of Plan:** Any amendment or modification to the Building Plans may be made or caused to be made by the Developer as the Developer may deem fit and proper.
- 8.9. Co-operation by LESSEE:** The LESSEE shall not indulge in any activities which may be detrimental to the development of the said Property and/or may affect the interest of the Developer. The LESSEE shall provide all cooperation that may be necessary for successful completion of the Project.
- 9. Permission to Enter:** Simultaneously with the execution of this Agreement, the Developer has been put in possession of the said Premises for the purpose of execution of the Project.
- 10. Original Title Documents:**
- 10.1. Original Title Documents:** The Original Title Documents of the said Property, as received from CTC, shall remain with the LESSEE and shall be made available for inspection whenever necessary by the Developer.



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- 10.2. Upon completion of construction and sale of the constructed spaces, the original title deeds shall be delivered to the Society or the Association of the Purchasers / Flat Owners as may be formed by the ultimate Buyers of the Saleable Area.

11. Security Deposit, LESSEE's Allocation & Developer's Allocation:

- 11.1. The Developer has at or before the execution hereof deposited with the LESSEE a sum of Rs.12,00,00,000/- (Rupees Twelve crores only), the receipt whereof the LESSEE hereby as also by Memo written hereunder, admits and acknowledges to have received, as Interest Free Refundable Security Deposit as agreed between the Parties, which will be refunded as specified herein or as may be mutually agreed.
- 11.2. The LESSEE and the Developer shall share the Net sale Proceeds of the Saleable Area in the following ratio:
- LESSEE's Allocation - 10% of the total Saleable Area
 - Developer's Allocation - 90% of the total Saleable Area
- 11.3. The parties have agreed that the parties shall settle accounts in the following manner:
- 11.3.1. At the time of obtaining Completion Certificate, if the entire New Building has been sold, then the parties shall settle the accounts of the entire project and share the Net Sale Proceeds in their respective allocation after adjusting the Security Deposit;
- 11.3.2. At the time of obtaining Completion Certificate, if the entire New Building has not been sold, then the parties shall within 6 months from such date settle the accounts of the entire project and share the profits and losses in their respective allocation and shall divide the unsold area in their respective allocations ;
- 11.4. Net Sale Proceeds shall mean the basic consideration received from transfer of saleable area and all other accounts less the actual expenses and taxes/duties incurred by the Developer towards the development/ construction/marketing/sale of the Project.

12. Powers and Authorities:

- 12.1. For the purposes of carrying out construction and development of the Project Land and also sale and transfer thereof, the LESSEE doth hereby empowers the Developer to do all such acts and things necessary for the purposes thereof and for complete implementation of the agreement between the parties, which shall include but not limited to:



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OF ASSURANCES-IV, KOLKATA
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- (i) To manage, maintain, look after, supervise and administer and defend possession of the said Project Land and every part thereof. To post durwans and guards and make all required arrangements for the safety and security of the said project.
- (ii) To do all acts, deeds and things if and as be required to be done for separation of the said Project Land from Larger Premises.
- (iii) To consolidate, separate, apportion, divide, partition and demarcate the said Project Land and/or any portion thereof;
- (iv) If so required, to apply for conversion of the nature of use of the said Project Land or any part thereof with the concerned authorities.
- (v) To apply for and obtain all necessary permissions and clearances from the authorities under the pollution and environment laws and all other related authorities.
- (vi) To have the said Project Land surveyed and measured and to have the soil tested.
- (vii) To prepare, apply for and submit the plans from time to time in respect of one or more buildings at the said Project Land or on portion or portions thereof with the Municipality and all other concerned authorities for sanctioning and to have the same sanctioned and if required, to have the same modified and/or altered from time to time and to pay all fees and expenses in regards thereto
- (viii) To appoint and terminate the appointment of Architects, Engineers, Surveyors and others for survey and soil testing and also for preparation of plans in respect of building or buildings at the said Project Land or portion or portions thereof and also for modifications thereof.
- (ix) To correspond, give notice and information to the concerned authorities regarding commencement of construction works and/or demolition of any structure(s) on Project Land.
- (x) To inform, give notice, apply and obtain from the concerned authority any sanction or ratification of alteration and/or deviation within the sanctioned covered space in terms of the rules of the concerned authorities.
- (xi) To gift any part or portion of the said Project Land to the authorities concerned, if the situation so demands, and do all other necessary acts, deeds and things as be expedient for



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OF ASSOCIATED COMPANIES, KOLKATA
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- sanctioning, revalidation, renewal, modification and/or alteration of plans.
- (xii) To accept or object to the assessments made from time to time of Annual Valuations in respect of the said Project Land or the building or buildings that may be constructed thereon or any part or share thereof and to pay all rates, taxes, charges, expenses and other outgoings whatsoever (including municipal rates and taxes, land revenue and other charges whatsoever) payable for and on account of the said Project Land or any part thereof or any undivided share or shares therein or the building or buildings that may be constructed thereon and receive refund of the excess amounts paid from the concerned authorities and to grant receipts and discharges in respect thereof.
- (xiii) To construct new building or buildings and/or structures at the said Project Land and for that to demolish the existing buildings and/or other structures of whatsoever nature thereon or as may be constructed in future.
- (xiv) To apply for and obtain electricity, gas, water, sewerage, drainage, tube-well, bore-well, lift, and/or other connections of any other utility or facility in the said Project Land and/or to make alterations therein and to close down and/or have disconnected the same and for that to sign, execute and submit all papers applications documents and plans with the concerned authorities and to do all other acts, deeds and things as be deemed fit and proper.
- (xv) To apply for and obtain such permissions as be necessary for obtaining steel, cement, bricks and other building materials and construction equipments for the purpose of construction of the new building/s at the Project Land.
- (xvi) To apply for and obtain permissions and licenses to erect and run/operate one or more lifts and/or elevators at the said Project Land and to place orders for supply and erection of lift or lifts at the said Project Land on the manufacturer thereof and also to give contract for maintenance of lift or lifts and its associated machineries.
- (xvii) To apply for and obtain the Completion or Occupancy or other certificates from the concerned authorities in respect of construction and/or occupation of the new building/s to be constructed at the said Project Land or any part thereof.



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- (xviii) To ward off and prohibit and if necessary proceed in due forum of law against all or any trespassers on the said Project Land or any part thereof and to take appropriate steps.
- (xix) To appear and represent the LESSEE before the concerned municipality and all its departments, the Kolkata Metropolitan Development Authority, Fire Brigade, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, the Real Estate (Regulation and Development) Act, 2016, the B.L.& L.R.O. and other authorities and other Land / Tenancy laws, Town And Country Planning Authorities, all Revenue Authorities, Pollution Control Board and other authorities connected to pollution matters, Environment authorities, Development Plan Authorities of the Government of West Bengal and/or India, Kolkata Port Trust, Insurance Companies, Traffic Police and other Police Authorities, West Bengal Fire Services and all Fire Authorities, Airports Authority of India, Chief Electrical Inspector and other Electricity Authorities, Government of West Bengal, Microwave Authorities of Department of Telecommunication and also all other authorities and Government Departments and/or its officers and also all other State and Union Executives Judicial or Quasi Judicial, Municipal and other authorities and persons and also all courts, tribunals and appellate authorities and to do all acts, deeds and things and to make sign, execute, register, submit register and/or deliver all documents, declarations, affidavits, deeds of gift, applications, undertakings, indemnities, objections, notices Et Cetera (including those relating to boundary verification) and also to submit and take delivery of all title deeds concerning the said premises and other papers and documents (including cause papers and orders passed in any suit or litigation or proceeding) as be required by the necessary authorities or as may in any way be found necessary or expedient by the Developer.
- (xx) To insure and keep insured the new building/s at the said Project Land or any part thereof against loss or damage by fire earthquake and/or other risks as be deemed necessary and/or desirable by the Developer and to pay all premium for such insurance.
- (xxi) To negotiate with the person or persons interested in owning, purchasing and/or otherwise acquiring constructed spaces and /or saleable area in the new building/s to be constructed at the



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said Project Land and accept bookings/blockings from such intending buyer or buyers and to make commitments and sub-lease, assign, sell, convey, transfer or otherwise dispose of such constructed spaces and/or saleable areas in the new building/s to be constructed at the said Project Land alongwith or independent of or independently the land comprised in the said Project Land attributable thereto or any portion thereof or any undivided share therein to such person or persons and at such consideration and on such terms and conditions as the Developer may deem fit and proper and to receive and appropriate all proceeds consideration deposit and other amounts received/realised out of such sale conveyance and/or transfer and grant valid receipts and discharges which shall fully exonerate the person paying the same, in accordance with this Agreement.

- (xxii) To cancel any booking/blocking and terminate any contract agreement right of occupancy user and/or enjoyment with any person or persons intending to acquire constructed spaces and /or saleable area in the new building/s to be constructed at the said Project Land and to deal with the space and rights of such person or persons in such manner as the Developer may deem fit and proper.
- (xxiii) To join in as Seller and/or Confirming Party to agreements for constructed spaces and /or saleable area in the new building/s to be constructed at the said Project Land and/or undivided share in the land comprised in the said Project Land or part thereof, and confirming thereunder inter-alia the rights and entitlements of the Developer under this Agreement and agreeing to execute the Deeds of transfer, sub-lease, assignment or otherwise transfer to be executed in pursuance thereof.
- (xxiv) To sign execute enter into modify, cancel, alter, draw, approve, rectify and/or register and/or give consent and confirmation to all papers, documents, agreements, supplementary agreements, consents, confirmations, deeds, sale deeds, transfer deeds, conveyances, nominations, assignments, rectifications, declarations, affidavits, applications, undertakings, indemnities and other documents in relation to the Project Land and/or the constructed areas thereon or any matter connected therewith.
- (xxv) To appear and represent the LESSEE before any Registrar, Sub Registrar, Additional Registrar, District Registrar, Registrar of



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- Assurances and other officer or officers or authority or authorities having jurisdiction and to present for registration and admit execution and to acknowledge and register or have registered and perfected all documents, deeds, instruments and writings signed by Developer by virtue of the powers hereby conferred.
- (xxvi) To finalise and accept or dispute the market value assessed by the concerned Registrar or the concerned Collector or other concerned authority or authorities and for that to do all acts deeds and things and sign, execute, deliver and submit all papers, documents, applications, objections, notices, Et Cetera and also to submit and take delivery of all documents of title, clearances, plans Et Cetera as may be required and found necessary or expedient by the Developer.
- (xxvii) To appear and represent the LESSEE before any Notary Public, Metropolitan or other Magistrates and other officer or officers and authorities in connection with affirmation of any deed, instrument, declaration or writing signed or made by the Developer by virtue of the powers hereby conferred.
- (xxviii) To enforce any covenant in any agreement, sale deed, transfer deed, conveyance, assignment deed or any other documents of transfer executed by the LESSEE or by the Developer by virtue of the powers hereby conferred and if any right to re-enter arises under such covenants or under notice to determine or quit then to exercise such right, amongst others.
- (xxix) To ask, demand, sue for, recover, realise and collect money, earnest money, consideration, construction costs, deposits, advances, compensation, interest, damages, payments whatsoever Et Cetera, which are or may be due payable or recoverable under any such Agreement from any person or persons or authority or authorities on any account whatsoever and to give effectual receipts and discharges for the same.
- (xxx) To sign and submit all papers, applications and documents for having and to have the constructed spaces and /or saleable area in the new building/s to be constructed at the said Project Land separately assessed and mutated in the names of the respective persons desirous of acquiring the same as hereinbefore stated in all public records and with all authorities and/or persons having jurisdiction over the said Project Land and to deal with



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- such authority and/or authorities in such manner as the Developer may deem fit and proper.
- (xxxii) To commence, prosecute, enforce, defend, answer and oppose all actions and other legal proceedings and demands touching any of the matters herein contained concerning the said Project Land or any part thereof in which the LESSEE is in any way or manner now or may hereafter be interested or concerned and if thought fit to compromise settle, refer to arbitration, abandon, submit to judgment or become non suited in any such action or proceedings as aforesaid before any Court, Civil or Criminal or Revenue (including the Collector, Tribunal Et Cetera).
 - (xxxiii) To sign, declare, verify and/or affirm any plaint, written statement, petition, consent petition, affidavit, vakalatnama, warrant of attorney, memorandum of appeal or any other document or cause paper in any proceeding in any way or connected with the said Project Land and/or Project thereat.
 - (xxxiiii) To accept notices, summons and service or papers from any Court, Tribunal, Postal authorities and/or other authority and/or person.
 - (xxxv) For better and more effectually exercising the powers and authorities aforesaid to retain, appoint and employ Advocates, Pleaders, Solicitors, Mukhtears and to revoke such appointments.
 - (xxxvi) To receive or pay and/or deposit all moneys including stamp duty, court fees, registration fees, legal fees Et Cetera and to pay and/or receive refunds thereof or the excess amount and give valid receipts and discharges thereof.
 - (xxxvii) To appear and represent the LESSEE before all authorities, make commitments and give undertakings as be required for all or any of the purposes herein contained.
 - (xxxviii) To sign and execute all and any documents, deeds, papers and writing for giving effect to this agreement.
 - (xxxix) To appoint and terminate the appointment from time to time of any substitute or substitutes for exercising all or any of the authorities hereby conferred on the Developer and to delegate all or any of the powers and authorities herein contained and on such substitution/delegation, it shall be deemed that the powers to the extent so delegated shall be deemed to have been given directly by the said LESSEE in favour of such substitute or delegate.



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- (xxxix) To do all acts deeds and things for better exercise of the authorities herein contained relating to the said Project Land or any part thereof or any undivided share therein and/or in the building/s to be constructed at the said Project land which the LESSEE itself could have lawfully done under its own hand and seal, if personally present;
- (xl) The Developer is not liable from any liability and/or taking any responsibility which has been created and/or caused by the LESSEE for the purpose of Development of the project during the tenure of this project.
- (xli) The Developer has full power and authority to continue the constructional/development work in the same manner with the same terms and conditions as mentioned in this JDA. If after obtaining sanction building plan and/or during the stipulated period and/or constructional work after taking proper physical measurement, the Developer found some additional space for further construction upon the said property such constructed additional saleable unit/s whether that may be commercial or residential or others, the revenue derived from that should be equal as mentioned in Clause- 11.2 in this JDA. In this regard the prospective purchasers have no authority to raise any objections subject to the RERA requirements and also any other law or statute.

- 12.2. The obligations of the LESSEE under this agreement including those relating to obtaining sanction of building plan, keeping its title in order and also relating to liability and obligation to make payment of rates, taxes and outgoings in respect of the Project Land upto the date hereof shall not be exonerated or affected by reason of grant of power in those regards to the Developer.
- 12.3. **Power of Attorney for Sanction and Construction and Sale:** The LESSEE has simultaneously with the execution of this Agreement granted to the Developer and/or its nominees, Power(s) of Attorney inter alia for the purpose of getting the Building Plans sanctioned / revalidated / modified / altered by the Authorities, and for the purpose of dealing with all regulatory issues relating to the Project and dealing with different authorities in connection with construction of the New Buildings and for the purpose of booking, sale and transfer of the Saleable Areas.
- 12.4. **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the LESSEE hereby undertake that they shall execute, as and when



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necessary, all papers, documents, plans, further powers of attorney etc. for enabling the Developer to carry out the development of the said Property and sale and transfer of the New Buildings and the Saleable Spaces therein perform all obligations under this Agreement.

13. Dealing with Saleable Spaces etc.:

- 13.1. **Dealing with the Saleable Spaces Et Cetera:** All Saleable Spaces and other spaces areas rights and benefits within the said Project Land shall be dealt with exclusively by the Developer, whether by way of sale, sub-lease,, assignment, tenancy, delivery of possession or in any other manner and all and any consideration received in respect thereof shall be received exclusively by the Developer.
- 13.2. **Manner of Transfer:** The Units and Saleable Spaces at the Project land shall be dealt with in such manner and by executing such documents as may be decided by the Developer. Both the LESSEE and the Developer shall be parties in all such Agreements, deeds and documents. In any and all of such documents, the LESSEE may be represented by the Developer or its nominee/s as constituted attorney of the LESSEE.
- 13.3. **Preparation of Documents & Cost of Transfer of Units:** The costs of such conveyances including stamp duty and registration fees and all other legal fees and expenses shall be borne and paid by the Transferees. The documents for transfer including Agreements for Transfer of Units and Deeds of Conveyance shall be prepared by the Project Advocate of the Developer, Mr. Aditya Kanodia of Temple Chambers, 4th Floor, 6 Old Post Office Street, Kolkata - 700 001.
- 13.4. The payment of the LESSEE's share of Revenue shall be subject to deduction therefrom:-
- a) GST and other taxes and liabilities, if any payable by the LESSEE and initially paid by the Developer to authorities. Payment of any amount towards the taxes and liabilities of the LESSEE is not the obligation of the Developer;
 - b) Any payments made on behalf of the LESSEE to enable the LESSEE on account of Statutory Dues, Rates and Taxes for the period prior to the date hereof;
 - c) TDS (tax deduction at source).



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14. Municipal Taxes and Outgoings:

- 14.1. **Relating to Period Prior to Date of this Agreement:** All Municipal rates and taxes and outgoings of any nature whatsoever or howsoever (collectively **Rates**) on the said Property relating to the period prior to the date hereof shall be borne, paid and discharged by the LESSEE. It is made specifically clear that all Rates outstanding upto the date hereof shall remain the liability of the LESSEE and such dues shall be borne and paid by the LESSEE as and when called upon by any statutory authority or the Developer, without raising any objection thereto.
- 14.2. **Relating to Period after the Date of this Agreement till completion of the Project:** As from the period hereafter till completion of the Building/s in terms hereof, the Developer and the LESSEE shall jointly bear and pay the same.
- 14.3. **Relating to Period after completion:** As from the period after completion of the Project or any part thereof, the liability and responsibility for payment of the Rates shall be that of the Transferees.

15. Obligations of the LESSEE:

- 15.1. **Ensure Continuing Marketability:** The LESSEE shall ensure that the LESSEE makes out a good and marketable title to the said Property and keep it free from all encumbrances, liabilities and restrictions whatsoever.
- 15.2. **Encumbrance or Liability Found :** Notwithstanding the aforesaid, in case at any time hereafter the said Property or any part thereof be found to be affected by any encumbrance or any liability be found to be due in respect of the said Property or any part thereof; then and in such event the LESSEE shall be liable at its own costs to have the same cleared and in case the LESSEE fails to do so even after receiving notice to that effect from the Developer, the Developer shall be at liberty to have the same cleared at the costs and expenses of the LESSEE, and adjust such costs with interest (if any) from the LESSEE's share of Revenue.
- 15.3. **Approvals and Sanction Plan:** The application for sanction of Building Plans and also application for all other Land related approvals shall be made in the name of the LESSEE / Developer. Though the Building Plan and all other Land related approvals shall be obtained in the name of LESSEE, the Developer and the LESSEE shall be the joint beneficiaries of the same.
- 15.4. **No Dealing with the Said Property:** The LESSEE hereby covenants not to sell, transfer, assign, let out, grant lease, mortgage, charge or otherwise



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deal with or dispose of the Said Property or any portions thereof save and except with the prior written consent of the Developer.

- 15.5. **Documentation and Information:** The LESSEE undertakes to provide the Developer with any and all documentation and information relating to the said Property and each of them as may be required by the Developer from time to time, including relating to its title and the representations made herein.
- 15.6. **No Obstruction in Construction:** The LESSEE hereby covenants not to cause any interference or hindrance in the construction of the New Buildings.
- 15.7. **No Obstruction in Dealing with Saleable Spaces:** The LESSEE hereby agrees and covenants with the Developer not to do any act deed or thing whereby the Developer is prevented from enjoying, selling, assigning and/or disposing of the Developer's Allocation and other spaces, areas, rights and benefits within the said Property / Project.
- 15.8. **Execution of Transfer Deeds in favour of Transferees:** The LESSEE shall from time to time, as and when required by and at the request of the Developer, execute and register sale / transfer / sub-lease/assignment deed or deeds or other documents of transfer for sale, transfer or disposal of Saleable Areas and other spaces areas rights and benefits in the Project at the said Property. This is notwithstanding the powers conferred to the Developer and/or its nominee/s shall to execute the same for and on behalf of and as the attorney / agent of the LESSEE. All costs and expenses for execution and registration of such agreements and/or documents of transfer shall be borne and paid by the prospective Transferees.
- 15.9. **Co-operation with Developer:** The LESSEE undertakes to fully cooperate with the Developer for development of the Said Property.
- 15.10. **Adherence by LESSEE:** The LESSEE has assured the Developer that they shall adhere to this Agreement and comply with its terms and conditions.
- 15.11. **Act in Good Faith:** The LESSEE undertakes to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 15.12. **Compliance with Law:** The LESSEE hereby agrees and covenants with the Developer to comply with the provisions of the law applicable to ownership of the Land and transfer of the New Buildings.



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16. Defaults And Consequences

- 16.1. This Agreement shall not be terminable and either party shall have the right to seek specific performance.
- 16.2. In case of any default on the part of the Lessee to perform its obligations under this Agreement, the Developer shall be entitled to discharge the same at the cost and expense of the Lessee.
- 16.3. In case the Developer is in default of this Agreement, the Lessee shall be entitled to seek specific performance of this Agreement.
- 16.4. In case of delay, the Developer fails to commence development work within a period of 60 months, the Lessee shall be entitled to terminate this Agreement by giving a 90 day notice to the Developer.
- 16.5. The Developer shall positively complete the development of the said property with the statutory period as mentioned in the Clause - 8.4 in the JDA from the date of obtaining peaceful vacant possession of the said property from the LESSEE and from the date of commencement of the construction/development work after obtaining Sanction building plan and also obtaining of all required permission, clearance and no-objection, unless prevented by the act of God and/or force majeure reason and/or acts beyond the control of the Developer, which were within the knowledge of the LESSEE.

17. Miscellaneous:

- 17.1. **Developer to Receive Additional Payments & Deposits:** The Developer shall be entitled to receive in respect of the entire New Buildings all additional charges, expenses and/or deposits including for corpus deposit, formation of the Maintenance Company, Common Expenses, Municipal Taxes, supply of electricity, purchase and installation of generator, electric and water supply connections, additional work and amenities that may be provided, charges, out-pocket expenses and fees payable for changes/regularization/ completion under the Building Rules. The LESSEE shall neither have any right nor any liability regarding the same.
- 17.2. **No Partnership:** The LESSEE and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 17.3. **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the LESSEE. Further, various applications and other documents may be required to be signed or made by the LESSEE relating to which specific provisions may not have been made herein. The LESSEE hereby



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undertakes to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for such purposes and the LESSEE also undertakes to sign and execute all additional applications and other documents, at the costs and expenses of the Developer.

- 17.4. **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 17.5. **Name of New Buildings:** The name of the Project / New Buildings shall be decided by the Developer in its sole discretion and the LESSEE shall not have any say with regard thereto.
- 17.6. **Acquisition:** In case the said Property and/or any portion thereof is acquired by the Government or any other Body or Authority, then in that event the Parties shall contest and challenge such acquisition. If however, acquisition becomes inevitable, then the Developer shall be entitled to get the entire Security Deposits also the entire cost incurred by the Developer in the Project.

18. Severance:

- 18.1. **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 18.2. **Deletion of Invalid Provision:** If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable.
- 18.3. **Reasonable Endeavour for Substitution:** The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties (if any) under any invalid or unenforceable



ADDITIONAL SECRETARY
OF ASSAM DISPUR
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provision of this Agreement shall be suspended whilst an attempt at such substitution is made.

19. Reservation of Rights:

- 19.1. **Right to Waive:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by such Party.
- 19.2. **Forbearance:** No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
- 19.3. **No Waiver:** Any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence to or recognition of any right under or arising out of this Agreement or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.
- 19.4. **No Continuing Waiver:** A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion. No omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall constitute a waiver of such obligation of the other Party or the due and punctual performance thereof by such other Party and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other (similar or otherwise) obligations hereunder or as a waiver of any right or remedy that such Party may otherwise have in law or in equity.

20. Amendment/Modification:

- 20.1. **Express Documentation:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the Parties and expressly referring to the relevant provision of this Agreement.

21. Notice:

- 21.1. **Mode of Service:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or by facsimile transmission, or sent by prepaid recorded delivery, or registered post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified in writing by each Party from time to time).



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- 21.2. **Time of Service:** Any such notice or other written communication shall be deemed to have been served:
- 21.2.1. **Personal Delivery:** if delivered personally, at the time of delivery.
 - 21.2.2. **Registered Post:** if sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities/service provider.
 - 21.2.3. **Facsimile:** if sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.
- 21.3. **Proof of Service:** In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or courier, that such notice or other written communication was properly addressed and delivered to the postal authorities/service provider or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.
- 21.4. **Electronic Mail:** Any notice sent by way of electronic mail (e-mail) shall be considered not to have been served, unless duly confirmed by the recipient by email or any other form of communication.

22. Arbitration:

- 22.1. **Disputes and Pre-referral Efforts:** The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties.
- 22.2. **Referral to Arbitration:** If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by an Arbitral Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996.



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- 22.3. **Arbitral Tribunal:** The Parties irrevocably agree that the Arbitral Tribunal shall consist of Three Arbitrators, one to be nominated by each the LESSEE and the Developer and both such nominated persons to nominate the third arbitrator.
- 22.4. **Conduct of Arbitration Proceeding:** The Parties irrevocably agree that:
- 22.4.1. **Place:** The place of arbitration shall be Kolkata only.
 - 22.4.2. **Language:** The language of the arbitration shall be English.
 - 22.4.3. **Interim Directions:** The Arbitral Tribunal shall be entitled to give interim awards/directions regarding the Disputes.
 - 22.4.4. **Procedure:** The Arbitral Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law but shall give reasons for the award. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said Act shall apply to the arbitration proceedings.
 - 22.4.5. **Binding Nature:** The directions and interim/final award of the Arbitral Tribunal shall be binding on the Parties.
 - 22.4.6. **Time Bound :** The arbitration proceedings shall be completed and final award passed within a specific time frame of 1 (one) year from the date of reference.

23. Jurisdiction:

- 23.1. **Court:** The Hon'ble High Court at Calcutta shall exclusively have the jurisdiction to receive, entertain, try and determine all matters concerning or arising out of this Agreement.

24. Rules of Interpretation:

- 24.1. **Statutes:** In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including



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references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.

- 24.2. **Number:** In this Agreement, any reference to singular includes plural and vice-versa.
- 24.3. **Gender:** In this Agreement, words denoting any gender including all other genders.
- 24.4. **Party:** In this Agreement, any reference to a Party is to a party to this Agreement.
- 24.5. **Clause or Paragraph:** In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.
- 24.6. **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 24.7. **Headings:** In this Agreement, the heading are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.

FIRST SCHEDULE
(said Property / said Premises)

ALL THAT piece and parcel of land containing an area of 59.33 cottahs, more or less, situate, lying at and being premises No. 34/1, Khudiram Bose Sarani, Kolkata- 700037 under Tala P.S. and Ward No. 3 of the Kolkata Municipal Corporation and delineated in the map or plan annexed hereto and bordered red thereon and butted and bounded as follows, this is to say:

On the NORTH:	By Belgachia depot of CTC;
On the EAST:	By private property;
On the SOUTH:	By Belgachia Road; and
On the WEST:	By Belgachia depot of CTC



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In Witness Whereof the Parties have executed this Agreement on the date mentioned above,

SIGNED, SEALED
AND DELIVERED
BY THE LESSEE
in presence of

1. Amit kr. Pal
686, Anandapur
Kd-107

2. Anyaa Chatterjee
686, Anandapur
Kd-107

SIGNED, SEALED
AND DELIVERED
BY THE DEVELOPER
in presence of

1. Amit kr. Pal
686, Anandapur
Kd-107

2. Anyaa Chatterjee
686, Anandapur
Kd-107

SHRACHI DEVELOPERS PVT


Authorised Signatory

Shrachi Beeu Projects LLP


Designated Partner

Shrachi Beeu Projects LLP


Authorised Signatory

Drafted by me:-
Sanjay Chattopadhyay
Adv
Calcutta High Court
WB/1423/95

Chennai Beer Projects Ltd.

(Proposed Partner)



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MEMO

RECEIVED from the within named Developer the within mentioned sum of **Rs.12,00,00,000/= (Rupees Twelve crore) only** in terms hereof as and by way of Interest Free ~~Adjustable~~ Refundable Security Deposit, as per following Memo:

Rs. 11,36,36,125/- being DD No. 008154 dated 13.06.2022, in favour of CTC Depot Land Commercial Utilization A/c drawn on Axis Bank Limited. - From Beu Real Estate Private Limited.

Rs.47,15,864/- through RTGS dated 13.11.2022 in favour of SDPL - From Beu Real Estate Private Limited

Rs.16,48,011/- - From A/c of Shrachi Beu Projects LLP

SHRACHI DEVELOPERS PVT. LTD

[Handwritten Signature]
Authorized Signatory

(LESSEE)

Witnesses:

1. Amit Kr. Dal
686, Anandapur
Wd-107
2. Anyaa Chatterjee
686, Anandapur
Wd-107





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OF ASSURANCES-IV, KOLKATA
17 FEB 2023

SPECIMEN FORM TEN FINGER PRINTS



LEFT HAND RIGHT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



LEFT HAND RIGHT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



LEFT HAND RIGHT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
17 FEB 2023

Major Information of the Deed

Deed No :	I-1904-03270/2023	Date of Registration	03/03/2023
Query No / Year	1904-2000292415/2023	Office where deed is registered	
Query Date	03/02/2023 1:43:37 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	SUVANKAR DAM WEST CHANDIGARH, MADHYAMGRAM, KOLKATA -700130,Thana : Madhyamgram, District : North 24-Parganas, WEST BENGAL, PIN - 700130, Mobile No. : 9903788200, Status :Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 1], [4311] Other than Immovable Property, Receipt [Rs : 12,00,00,000/-]		
Set Forth value	Market Value		
	Rs. 45,07,77,470/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,011/- (Article:48(g))	Rs. 12,00,018/- (Article:E, E. B, M(b))		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Kolkata, P.S:- Hare Street, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Sahid Kshudiram, , Premises No: 34/1, , Ward No: 003 Pin Code : 700037

Sch No	Plot Number	Khatian Number	Land Use Proposed	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	59.33 Katha		45,07,77,470/-	Property is on Road
Grand Total :				97.8945Dec	0 /-	4507,77,470 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SHRACHI DEVELOPERS PRIVATE LIMITED City:- Not Specified, P.O:- ANANDAPUR, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 , PAN No.:: AAxxxxx0J,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	SHRACHI BEEU PROJECTS LLP City:- Not Specified, P.O:- ANANDAPUR, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 , PAN No.:: AExxxxxx1R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr SUBHA CHAKRABARTI (Presentant) Son of Mr NIRANJAN CHAKRABARTI City:- Not Specified, P.O:- MADURDAHA, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700107, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: ABxxxxxx7E,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SHRACHI DEVELOPERS PRIVATE LIMITED (as AUTHORISED SIGNATORY)
2	Mr SUBHA CHAKRABARTI Son of Mr NIRANJAN CHAKRABARTI City:- Not Specified, P.O:- MADURDAHA, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700107, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: ABxxxxxx7E,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SHRACHI BEEU PROJECTS LLP (as AUTHORISED SIGNATORY)
3	Mr SHAHZADA SALIM KHAN Son of Mr NASIR AHMED KHAN City:- Not Specified, P.O:- BELGACHIA, P.S:-Ultadanga, District:-North 24-Parganas, West Bengal, India, PIN:- 700037, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALxxxxxx6E, Aadhaar No: 47xxxxxxxx2146 Status : Representative, Representative of : SHRACHI BEEU PROJECTS LLP (as DESIGNATED PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
Miss ARYAA CHATTERJEE Son of Mr S CHATTERJEE City:- Not Specified, P.O:- NABAGRAM, P.S:-Uttarpara, District:-Hooghly, West Bengal, India, PIN:- 712246			
Identifier Of Mr SUBHA CHAKRABARTI, Mr SUBHA CHAKRABARTI, Mr SHAHZADA SALIM KHAN			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	SHRACHI DEVELOPERS PRIVATE LIMITED	SHRACHI BEEU PROJECTS LLP-97.8945 Dec

On 14-02-2023

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 45,07,77,470/-



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

On 17-02-2023

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

Presented for registration at 08:30 hrs on 17-02-2023, at the Private residence by Mr SUBHA CHAKRABARTI .

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

Execution is admitted on 17-02-2023 by Mr SUBHA CHAKRABARTI, AUTHORISED SIGNATORY, SHRACHI DEVELOPERS PRIVATE LIMITED (Private Limited Company), City:- Not Specified, P.O:- ANANDAPUR, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700107

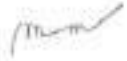
Identified by Miss ARYAA CHATTERJEE, . . Son of Mr S CHATTERJEE, P.O: NABAGRAM, Thana: Uttarpara, , Hooghly, WEST BENGAL, India, PIN - 712246, by caste Hindu, by profession Service

Execution is admitted on 17-02-2023 by Mr SUBHA CHAKRABARTI, AUTHORISED SIGNATORY, SHRACHI BEEU PROJECTS LLP (LLP), City:- Not Specified, P.O:- ANANDAPUR, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700107

Identified by Miss ARYAA CHATTERJEE, . . Son of Mr S CHATTERJEE, P.O: NABAGRAM, Thana: Uttarpara, , Hooghly, WEST BENGAL, India, PIN - 712246, by caste Hindu, by profession Service

Execution is admitted on 17-02-2023 by Mr SHAHZADA SALIM KHAN, DESIGNATED PARTNER, SHRACHI BEEU PROJECTS LLP (LLP), City:- Not Specified, P.O:- ANANDAPUR, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700107

Identified by Miss ARYAA CHATTERJEE, . . Son of Mr S CHATTERJEE, P.O: NABAGRAM, Thana: Uttarpara, , Hooghly, WEST BENGAL, India, PIN - 712246, by caste Hindu, by profession Service



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

On 21-02-2023

Payment of Fees

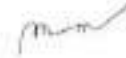
Certified that required Registration Fees payable for this document is Rs 12,00,018.00/- (B = Rs 12,00,000.00/- ,E = Rs 14.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by by online = Rs 14/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/02/2023 7:20PM with Govt. Ref. No: 192022230282493858 on 06-02-2023, Amount Rs: 14/-, Bank: SBI EPay (SBIPay), Ref. No. 6646328322325 on 06-02-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,011/- and Stamp Duty paid by by online = Rs 74,910/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 06/02/2023 7:20PM with Govt. Ref. No: 192022230282493858 on 06-02-2023, Amount Rs: 74,910/-, Bank: SBI EPay (SBlePay), Ref. No. 6646328322325 on 06-02-2023, 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

On 02-03-2023**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 12,00,018.00/- (B = Rs 12,00,000.00/- ,E = Rs 14.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by by online = Rs 12,00,004/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 01/03/2023 3:21PM with Govt. Ref. No: 192022230309959588 on 24-02-2023, Amount Rs: 12,00,004/-, Bank: SBI EPay (SBlePay), Ref. No. 2310947103027 on 01-03-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,011/- and Stamp Duty paid by by online = Rs 1/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 01/03/2023 3:21PM with Govt. Ref. No: 192022230309959588 on 24-02-2023, Amount Rs: 1/-, Bank: SBI EPay (SBlePay), Ref. No. 2310947103027 on 01-03-2023, 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

On 03-03-2023**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 12,00,018.00/- (B = Rs 12,00,000.00/- ,E = Rs 14.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 0/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 03/03/2023 2:34PM with Govt. Ref. No: 192022230320190138 on 03-03-2023, Amount Rs: 0/-, Bank: SBI EPay (SBlePay), Ref. No. 3731305425533 on 03-03-2023, Head of Account

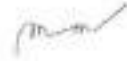
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,011/- and Stamp Duty paid by Stamp Rs 50.00/-, by online = Rs 50/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 29441, Amount: Rs.50.00/-, Date of Purchase: 29/12/2022, Vendor name: B GHOSH

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/03/2023 2:34PM with Govt. Ref. No: 192022230320190138 on 03-03-2023, Amount Rs: 50/-, Bank: SBI EPay (SBlePay), Ref. No. 3731305425533 on 03-03-2023, 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 185842 to 185886
being No 190403270 for the year 2023.



Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2023.03.14 14:33:50 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2023/03/14 02:33:50 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)