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Additional District Sub-Registrar
 District Court, Durgam Chauraha, (North)

18 6 JUL 2024

JOINT DEVELOPMENT AGREEMENT WITH POWER OF ATTORNEY

1. Date: 16th July, 2024
2. Place: Kolkata
3. Parties:

29 JAN 2024

32523

No..... ₹ 100/- Date.....

Name :

Address :

Vendor :

MRS. K. LATI & CO.
ADVOCATES
6A, Kiran Shankar Roy Road
Kolkata-700 001

Alipore Collectorate, 24Pgs. (South)

SUBHANKAR DAS

STAMP VENDOR

Alipore Police Court, KOI-27



[Handwritten signature]

Asst. District Sub-Registrar
Dum Dum

6 JUL 2024

BETWEEN

3.1 DIES & TOOLS LIMITED, (PAN: AAACD8884E) (CIN:U28939WB1959PLC024466) (Registration No. 024466) an unlisted non-government public company limited by shares incorporated under the Companies Act, 1956 and having its registered office at Premises No. 35, Jessore Road, Nager Bazar, P.S. Dum Dum P.O. Nagerbazar Kolkata 700028, West Bengal, represented by its Director/ Authorized Signatory **MR. ANIL KUMAR SARAF (PAN: AKTPS7086H) (AADHAAR: 8174 4122 8663)**, son of Atma Ram Saraf, by Nationality Indian, by Faith Hindu, by Occupation Business and working for gain at Premises No. 35, Jessore Road, Nager Bazar, P.S. Dum Dum P.O. Nagerbazar Kolkata 700028, West Bengal, as per resolution dated 21st June 2024 passed by the Board of Directors, hereinafter referred to as the "**OWNER**" (which expression shall unless the context otherwise requires, include their respective successors, executors, administrators, legal representatives and assigns and/or its successors and assigns) of the **ONE PART:**

AND

3.2 GRAP DEVELOPERS LLP (LLP Identification No. ABZ-4820) (PAN: AAZFG0276F) a Limited Liability Partnership incorporated under the provision of The Limited Liability Partnership Act, 2008, having its registered office at Godrej Genesis, Room No 1006, 10th floor, Block EP & GP, Sector V, Bidhannagar, Kolkata, 700091 West Bengal P.O: Sech Bhaban and P.S: Electronics Complex, being a company incorporated under the Companies Act, 1956 represented by its Designated Partner **MR. ANIL KUMAR SARAF (PAN: AKTPS7086H) (AADHAAR: 8174 4122 8663)**, son of Atma Ram Saraf, by Nationality Indian, by Faith Hindu, by Occupation Business and working for gain at Godrej Genesis, Room No 1006, 10th floor, Block EP & GP, Sector V, Bidhannagar, Kolkata, 700091 West Bengal P.O: Sech Bhaban and P.S: Electronics Complex, hereinafter referred to as the "**DEVELOPER**" (which expression shall unless the context otherwise requires, include its successors and permitted assigns/which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their partners for time being and from to time and their respective heirs, successors, legal representatives and/or assigns) of the **OTHER PART:**

The OWNER and the DEVELOPER are hereinafter individually referred to as a "**Party**" and collectively as "**Parties**".

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

4. **Subject Matter of Agreement:** This Agreement between the Owner and the Developer records the terms and conditions agreed upon by and between the Parties with regard to development of **ALL THAT** the demarcated piece or parcel of Land admeasuring an area of to **3 Bighas 14 Cottahs 05 Chittaks and 17 Square Feet** more or less equivalent to 53522 Square Feet more or less equivalent to **122.6545 decimals** more or less comprised in C.S. Dag Nos.788, 841 (Part), 842, 844, 845, 899 (part) and C.S. Dag No.910 corresponding to R.S. Dag Nos. 2607, 2701, 2703, 2724, 2725, 2726, 2727 and 2728 corresponding to **L.R. Dag Nos. 2015, 2122, 2124, 2145, 2146, 2147, 2148 and 2149** appertaining to **L.R. Khatian No. 3729** together with brick built buildings thereon situate lying at and being presently **Holding No. 65, Calcutta Jessore Road**, under Ward No. 25 within South Dum Dum Municipality in Mouza Satgachhi, Nagerbazar Thana Dum Dum, Sub-Registration Office Cossipore Dum Dum in the District of North 24-Parganas and previously portion of Premises No. 35, Calcutta Jessore Road **and** portion of Premises No. 9, Calcutta Jessore Road, as more fully mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter collectively called as "the **said property**".

5. Representations, Warranties and Background

5.1 **Owner's Representations:** The Owner has represented and warranted to the Developer as follows:

5.1.1 **Ownership of said Property:** The Owner is the absolute lawful owner of the said Property, all by virtue of Registered Deed/s as more fully mentioned in the **Second Schedule** hereunder written and the abstract of devolution of title is more fully mentioned in the **Second Schedule** hereunder written.

5.1.2 **Marketable Title:** The right, title and interest of the Owner in the said Property is free from all encumbrances, mortgages, leases, charges, liens, trusts, attachments, claims, demands and liabilities and the Owner have a marketable title to the said Property. The Owner further declare that neither the Owner nor

its predecessors-in-title nor any body claiming from/or under them or any of them have or have granted any right of way or easement or other rights to any person over the said property.

- 5.1.3 **Possession:** The said Property in its entirety is in the absolute peaceful possession of the Owner and is enclosed in boundary walls on all four sides.
- 5.1.4 **SOUTH DUM DUM MUNICIPALITY and B.L. & L.R.O. Mutation:** The name of the Owner has been mutated in the records of the **South Dum Dum Municipality** vide Assessment No. 1202901505196 and identified as **Holding No. 65, Calcutta Jessore Road under Ward No. 25 of the South Dum Dum Municipality** and also mutated in the records of B.L. & L.R.O. having jurisdiction vide **L.R. Khatian No.3729 for an area of 122.6545 decimals (subject matter).**
- 5.1.5 **Urban Land Ceiling and Land Acquisition:** The Owner declare that the Owner do not appear to hold any land in excess of the ceiling limit under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 against the land. The Owner further declare that the said Property is free from any acquisition. However, the Owner undertakes to apply and obtain the Urban Land Ceiling permission from the Urban Land Ceiling Authorities, West Bengal at its own costs and expenses.
- 5.1.6 **No Requisition or Acquisition:** The said Property is not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise.
- 5.1.7 **Taxes Paid:** All bills received for property taxes payable to the **South Dum Dum Municipality** and B.L. & L.R.O. in respect of the said Property have been paid by the Owner and at present there are no outstanding demands regarding the same.
- 5.1.8 **Custody of Title Deeds:** The original documents of title in respect of the said Property (hereinafter referred to as the "**Original Title Documents**") are in

exclusive possession and custody of the Owner and no other person or entity has any right or entitlement in respect of the same.

- 5.1.9 **No Guarantee:** No guarantee and/or corporate guarantee that may affect the said Property in any manner at any time whatsoever have been given by the Owner.
- 5.1.10 **No Legal Proceedings:** No suits and/or other legal proceedings are pending regarding the said Property and there are no orders of Court or any other authority affecting the said Property and/or the right title and interest of the Owner herein.
- 5.1.11 **No Previous Agreement:** The Owner has not entered into any agreement, arrangement or understanding whatsoever with any person or entity for sale, transfer, lease, development or otherwise dealing with or disposing off the said Property or any part thereof and has not created any third party rights whatsoever.
- 5.2 **Developer's Representations:** The Developer has represented and warranted to the Owner as follows:
- 5.2.1 **Infrastructure, Expertise and Financial Capacity of Developer:** The Developer has necessary infrastructure and expertise in the field of construction and development of real estate as also the financial capacity and resources to successfully undertake complete and finish within the agreed time the development of the said Property.
- 5.2.2 **No Abandonment:** The Developer shall not abandon, delay or neglect the Project in any manner and shall accord the necessary priority thereto.
- 5.2.3 **Authority:** The Owner has full right, power and authority to enter into this Agreement and there is no legal bar or impediment regarding the same.

- 5.2.4 **Authority:** The Developer has good right, full power and absolute authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.
- 5.2.5 **Satisfaction of Owner's title-** The Developer before entering into this agreement has satisfied itself as regards to owner's clear and marketable title upon the said Property
- 5.3 **Background:** The Developer has expressed its interest to take up the development of the said Property by construction of the New Buildings thereat and marketing and selling the Units and other rights therein ("**Project**"). Pursuant to the above, the Parties have agreed to the final terms and conditions for the Project, which are being recorded in this Agreement.

6. Basic Understanding:

- 6.1 **Agreement:** The Owner shall at their own costs make available to the Developer for the purpose of development after conversion as and if required, the said Property with a marketable title free from all encumbrances and liabilities whatsoever. The Owner further shall at their own costs make available to the Developer the Urban Land Ceiling permission from the Urban Land Ceiling Authorities, West Bengal for the purpose of development of the said property. The Owner shall incur the costs of property taxes keeping the Developer excluded from the incurring such charges during the pre-stage and post stage of construction and development of the said property. Save and except what is stated herein above, the Developer shall at its own costs develop the said Property and construct New Buildings thereon in accordance with the plan/s ("**Building Plan/s**") already sanctioned by the **South Dum Dum Municipality** as a residential (subject to final sanction) with specified areas, amenities and facilities to be enjoyed in common ("**New Building**") as per mutually agreed specifications to be decided. The saleable constructed spaces/apartments/flats and other rights in the New Building ("**Units**") shall be transferable in favour of intending buyers ("**Transferees**"). The term 'Transferees' shall also include the Owner and the Developer in respect of any Unit(s) that may be retained by them respectively.

6.2 **Developer to have exclusive development right:** For the purposes of construction and commercial exploitation, the Owner hereby granting to the Developer an exclusive right and authority to construct the New Building and take all steps in terms of this Agreement.

7. Appointment and Commencement

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 Owner hereby appoints the Developer as the developer of the said Property with exclusive right to execute the Project in accordance with this Agreement. The Developer hereby accepts the said appointment by the Owner.

7.2 **Commencement and Tenure:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated in this Agreement.

7.3 **Possession in form of Grant of License:** The Owner doth hereby permit and grant exclusive license and permission to the Developer to enter upon the said property after all the obligation's of the Owner in terms of this Agreement is completed, with full right and authority to build upon and commercially exploit Said Property by constructing one or more building(s) thereon in accordance with sanctions/permissions to be obtained/sanctioned and to sell, transfer and dispose of or agree to sell transfer and dispose of the constructed areas to persons desirous of owning or otherwise acquiring the same for a consideration and on terms and conditions as may be mutually decided by the Parties.

7.3.1 The said Premises shall be in control of the Owner and the Developer shall be entitled to enter upon and to undertake the work of construction at the said Premises after the possession is given by the Owner to the Developer in terms of this Agreement and the Owner shall allow the right of entry for the purpose of carrying out and

completing the development and commercial exploitation of the said premises. The legal domain, possession and control of the Said Property shall continue to vest with the Owner till the time of transfer to Transferee(s).

- 7.3.2 In as much as the construction on the said property is concerned, the Developer shall act as its exclusive licensee of the Owner and shall be entitled to be in permissive possession of the said property from the date of getting possession as and by way of an exclusive licensee of the Owner as understood under Section 52 of the Indian Easements Act, 1882 to carry out the construction of the proposed Project, save and except that the Developer shall not be entitled to create any possessory right over the said property which could be construed as transfer of the property within the meaning of any Law. The Developer shall not be entitled to use the said property for any other purposes other than the purpose of construction, nor would be entitled to part with said property to anyone.
- 7.3.3 With such grant of license, the Developer shall be entitled to carry out survey, soil testing and other development related works at the said Property from the date of possession.

8. Sanction, Approvals and Construction

- 8.1 **Sanction & Approvals:** The Owner in consultation of its Architects have already got a plan bearing Building permit No. **843** dated **11.10.2023** sanctioned by **South Dum Dum Municipality** at the costs of the Owner. The Owner and the Developer agrees to expeditiously take steps and obtain all other sanctions, approvals, permissions, clearances, consents, no objections, registrations, licenses, etc. (collectively "**Approvals**") required for the Project and for commencement of the construction of the New Building. All costs, charges, expenses, outgoings and fees for the Approvals (including development fee, sanction fee, etc) shall be borne and paid by the Owner. However, in case of any Approvals being necessary because of modifications/changes being made in any Unit at the request of the Transferees of such Unit, then the costs, charges, expenses, outgoings and fees for the same shall be

borne and paid by the concerned Transferee. If at any time additional/further constructions become permissible on the said Property due to change in any law or Building Rules or otherwise, then such additional/further constructions shall be made by the Developer at its own costs. The Developer shall sell such additional/further constructions and the sale proceeds thereof shall be shared by the Owner and the Developer in the ratio mentioned in **clauses 11.2 and 11.3 below, respectively.**

- 8.2 **Architects and Consultants:** The Architects and consultants for the Project have already been appointed by the Developer. All fees, costs, charges and expenses payable to them shall be paid by the Developer.
- 8.3 **Construction of New Building:** Subject to Approvals necessary for commencement of construction, the Developer shall commence and complete construction of the New Building at its own costs and expenses in accordance with the sanctioned Building Plans and the Units made fit for habitation within the time mentioned in **clause 8.5 below.**
- 8.5 **Completion Time:** The Developer shall, at its own costs and expenses, construct, erect and complete the New Building in accordance with the Building Plan and the mutually agreed specifications *within a period of 5 (five) years from the date of receiving all Approvals necessary for commencement of construction and/or within a period of 5 (five) years from the date of obtaining WBRERA registration number from the concerned Authority in West Bengal which ever event is later along with benefit of Grace Period being 6 (six) months from the date of the expiry of the Completion time ("Grace Period").*
- 8.6 **Common Portions:** The Developer shall at its own costs, construct and/or install and/or make available in the New Building, the common areas, amenities and facilities (collectively "**Common Portions**").
- 8.7 **Building Materials:** The Developer shall be authorized to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities required for the construction of the New Building.

- 8.8 **Temporary Connections:** The Developer shall at its own costs be authorized in the name of the Owner 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 any existing electricity and water connection at the said Property the costs whereof shall be borne by the Developer.
- 8.9 **Co-operation:** Neither party shall indulge in any activities that may be detrimental to the development of the said Property and/or may affect the mutual interest of the Parties. Both parties shall provide all cooperation that may be necessary for successful completion of the Project.
9. **Custody of Original Title Documents:** The Parties agree that the Original Title Deeds shall be held by the Developer during the term of this Agreement. The Developer agrees to provide inspection of all such Original Title Documents to the Owner and/or any person authorized by the Owner as and when required.
10. **Power of Attorney:** Under this Agreement, the Owner hereby grants to the Developer necessary Powers of Attorney for the purpose of, *inter alia*, obtaining all necessary Approvals for the Complex but not limited to (i) application and submission of such sanctioned plan's modification, revision, alterations and/or renewal if required thereafter, with the **South Dum Dum Municipality** and/or other concerned authorities and to pay fees and obtain such modification, revision, alteration and/or renewal and/or such other orders and permissions as be expedient therefore, (ii) applying and obtaining the Completion or Occupancy Certificate, as the case may be from **South Dum Dum Municipality** and/or other concerned authorities (iii) negotiate, take bookings, enter into agreements, memorandum of understanding, letters of allotment and nominations and/or documents of whatsoever nature in respect of the entire project (entire saleable areas plus car parking spaces) or any part thereof and if necessary to amend, modify, alter or cancel the same (iv) allowing the intending buyers/transferees agreeing to purchase any part of entire project (entire saleable areas plus car parking spaces), to take loan/finance/advance in respect thereof and to accept confirm and become a party to

the loan agreements or other documents required for grant of loans or other finances in favour of the intending transferees through any Banks or Financial Institutions and (v) representing the Owner and to complete the sale and/or transfer of entire project (entire saleable areas plus car parking spaces) including the undivided share in the land of the said property as more fully mentioned in the **Third Schedule** hereunder written.

11. Allocation of Revenues of Saleable Constructed Spaces in the New Building:

- 11.1 **Sale Proceeds:** The sale proceeds (excluding the Excluded Receipts, as defined herein below) shall mean and include amount received only on sale of total saleable/constructed spaces in the New Building together with an undivided indivisible impartible proportionate share and/or interest in the Land and the Common Portions ("**Sale Proceeds**") shall be allocated between the parties as mentioned below. It is clarified that the amounts receivable by the Developer under **clauses 19.1** are not part of the Sale Proceeds and the same shall belong only to the Developer without the Owner having any share therein.

The **Excluded Receipts** shall mean and include the receipts on account of (i) all payments made by the Transferees as reimbursement of goods and service tax and other taxes, as may be applicable, (ii) all payments made by the Transferees towards payment of legal fees, stamp duties and registration charges for registration of their respective Agreement for Sale and Deed of Conveyance, corpus deposits and/or sinking funds for maintenance, deposits/expenses for formation of the Association and Maintenance Organisation, Common Expenses, municipal taxes and deposits for the same, deposits and expenses for purchase, installation and maintenance of the common installations and facilities, charges/costs/expenses for additional work requested by any Transferee in his Unit, charges, out-pocket expenses and fees payable for changes/regularization/completion under the Applicable Law and rules, etc., (iii) all payments made by the Transferees towards installation and maintenance of any facility in the Project for common enjoyment, and (iv) all security deposits paid by any person/tenant in case of grant of lease/leave and license/any other non-permanent transfer of right of use of Project spaces, which shall be exclusively

received by the Developer for use of the respective purposes for which they are received.

11.2 **Owners' Allocation of Sale Proceeds:** The Owners' Allocation of Sale Proceeds shall mean 25% (twenty-five per cent) of the Sale Proceeds.

11.3 **Developer's Allocation of Sale Proceeds:** The Developer's Allocation of Sale Proceeds shall mean 75% (seventy-five per cent) of the Sale Proceeds.

12. Financials:

12.1 **Project Finance:** The Developer may arrange for financing of the Project (**Project Finance**) from any Bank/Financial Institution/NBFC/Private Equity Fund (**Financier**) *after the execution and registration of the development Agreement on mutual understanding*, the Owner shall at the request of the Developer sign other documents, as may be required by the Developer for obtaining such Project Finance and/or **the** Developer shall have absolute right to mortgage the property or part thereof, with or without building/s, to any bank or financial institution by executing necessary deeds and documents in that behalf, for the purpose of raising loan for construction etc.. Provided that the Owner shall not have any liability whatsoever to repay the loans obtained by the Developer and/or any interest, penalty or other amounts relating to the same (collectively **Project Finance Liability**) and the Developer hereby indemnifies and agrees to keep indemnified the Owner against any claim, liability or loss whatsoever relating to Project Finance/Project Finance Liability. The Developer undertakes to make timely payment of the Project Finance Liability without any default and in a manner that neither the Project nor the sales of the constructed spaces therein are adversely affected.

12.2 The Transferees of constructed spaces in the New Building shall be entitled to obtain housing loans from Banks/Financial Institutions subject to the terms and conditions of the Agreement for Sale to be executed in their favour.

12.3 **Marketing Costs & Brokerage:** The costs for marketing including cost of brokerage, if any, shall be paid entirely by the Developer during the course of construction and till completion of the Project.

- 12.4 **Project Development & Revenue:** The Developer after consulting with the Owner, shall have the exclusive right and entitlement to market/advertise/promote the entire Project including the right to sell, transfer and otherwise dispose-off any Units and/or other constructed areas or spaces, Parking Spaces, and other facilities comprised in the Project on such terms and conditions and at such prices as may be decided from time to time by the Owner and the Developer, jointly.
- 12.4.1 It is agreed recorded and confirmed by and between the parties hereto that all amounts received from the Intending Transferees shall be deposited in Bank Account ("**Master Account**") separately opened by the Developer for the entire project. It is further agreed that after deducting the Goods & Service Tax the amount lying in the said Master Account, the Developer shall transfer the Owner's allocation Fund after final accounting to the bank account of the Owner in proportion to their respective share of ownership, after Completion of the Project and obtaining Completion Certificate from the South Dumdum Municipality. However, it is agreed that no amount shall be payable to the Owner till the completion certificate (CC) is received and/or obtained by the Developer unless specifically agreed upon mutually between the Developer and the Owner.
- 12.4.2 The Developer shall be further entitled to receive any amount from intending transferee towards nomination fee however the same shall be distributed in accordance with the respective share of the Developer and the Owner.
- 12.4.3 The Developer shall maintain the books of account in connection with the sale and/or transfers of the flats/units comprised in the said property and provide copies of the statements on a quarterly or yearly basis on mutual understanding. The Owner shall be entitled to take copies of the books. The Owner shall also be entitled to take inspection of the said Books of Account.
- 12.4.4 It is agreed and recorded that all costs charges and expenses of whatsoever of nature in respect of the Development and completion of the said Complex shall be borne and paid through a separate Bank Account of the Developer.

- 12.5 **ACCOUNTS:** The Developer shall maintain proper separate accounts pertaining to all the transactions relating to Transfer of the Project and the Extras, Deposits and other amounts received by the Developer in connection therewith and share quarterly or yearly reports of the same with the Owner.
- 13. Retention of Units by Parties and transfer of Units to Transferees:**
- 13.1 **Retaining of Units by Parties:** Either Party may at its option intimate to the other party its desire to retain/acquire any Unit (within its allotted allocation percentage) that is unsold at the relevant time at the market price prevalent at that time for sale of Units in the Project. However such option to be exercised by either party within a time period of 365 days from the date of receipt of Completion Certificate. In such an event such party shall have a right of first purchase and shall make payment of the sale consideration for such Unit as also such payments as any other Transferee.
- 13.2 **Transfer in favour of Transferees:** The Units in the New Building shall be sold and transferred in favour of the Transferees by initially entering into registered Agreements for Sale and ultimately transferring title by registered Deeds of Conveyance. Both the Owner and the Developer shall be parties in all such Agreements and Deeds of Conveyance. The costs of such Agreements and Deeds of Conveyance including stamp duty and registration fees (including deficit stamp duty and registration fees) and all legal fees and expenses incidental or related thereto shall be borne and paid by the respective Transferees.
- 13.3 It is agreed and recorded that the entire constructed areas and other areas of whatsoever nature of the said complex together with undivided proportionate impartible share in the said Property appertaining thereto are to be transferred jointly by way of sale by the Owner and the Developer where the Owner shall join as necessary Party and all sale proceeds, rents, issues and profits arising thereof shall be appropriated by the parties in proportion to their respective share of the Sale Proceeds of the said Complex as stipulated above and the Owner and the Developer shall execute and register all Deeds or other Documents as may be required to give effect thereof.

- 14. Municipality/B.L.&L.R.O. Taxes and Outgoings:** All Municipality/B.L.&L.R.O. rates, taxes and outgoings (collectively **Rates**) in respect of the said Property relating to the period upto the completion of the Project shall be borne, paid and discharged by the Owner and thereafter from the date of grant of the Completion Certificate or notice of possession, whichever is earlier, the Rates shall be borne, paid and discharged by the respective Transferees.
- 15. Access and Post Completion Maintenance:**
- 15.1 **Notice of Completion:** Upon the construction of the New Building being completed to the extent necessary for giving access for internal finishing of Units therein as per the certificate from the Architects, the Developer shall give a written notice to the Owner/Transferee and the date of such notice shall be deemed to be the Completion Date though Common Portions may be incomplete at that time and though the Completion/Occupancy Certificate from the **South Dum Dum Municipality** shall be obtained subsequently after completion of Common Portions by the Developer.
- 15.2 **Maintenance:** The parties shall frame a scheme for the management and maintenance of the New Building. Initially the maintenance of the New Building including the Common Portions shall be looked after by the Developer who shall be entitled to collect the costs and service charges for the same ("**Maintenance Charges**"). At an appropriate stage the Developer shall hand over the maintenance to a body constituted/formed at the instance of the Developer and the Transferees shall be represented on such body.
- 16. Principal Obligations of Developer:**
- 16.1 **Payment of Taxes:** The Developer shall ensure timely deposit of any further amount that may be mutually agreed in writing to be deposited by the Developer with the Owner in terms of this Agreement.
- 16.2 **Completion of construction for access within Completion Time:** The Developer shall complete the construction of the New Building to the extent necessary for giving notice under **clause 15.1 above** within the Completion Time Provided.

However that in case of revised sanction, the time required for revision shall be added.

- 16.3 **Obligations subsequent to Completion:** The Developer shall complete the Common Portions and make available utilities like electricity, water, sewerage, drainage etc. at appropriate time.
- 16.4 **Completion Certificate from the South Dum Dum Municipality:** The Developer shall take steps and obtain at its own costs the Completion Certificate from the **South Dum Dum Municipality** as soon as possible. The Developer shall thereafter obtain drainage/sewerage connection required to be obtained after the Completion Certificate.
- 16.5 **Compliance with Laws:** The Developer shall execute the Project and make construction of the New Building in conformity with the prevailing laws, rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the responsibility of the Developer to ensure proper compliance.
- 16.6 **Involvement of other consultants, etc.:** The Developer shall be responsible for development and construction of the New Building with the help of the Architects as also all other consultants, professional bodies, contractors, etc. The Owner shall be consulted and kept informed.
- 16.7 **Specifications:** The Developer shall construct the new building as per the specifications to be mutually decided with the Owner as per the sanctioned building plan.
- 16.8 **Adherence by Developer:** The Developer has assured the Owner that it shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement.
- 16.9 **Construction at Developer's Risk and Cost:** The Developer shall construct and complete the New Building at its own cost, risk and responsibility including for planning, designing and in accordance with the sanctioned Building Plans and/or any

revision or modification thereof. The Developer shall be responsible and liable to Government, **South Dum Dum Municipality** and other authorities concerned for any loss or for any claim arising from such construction and hereby indemnifies and agrees to keep indemnified the Owner against any claims, losses or damages for any default or failure or breach on the part of the Developer.

- 16.10 **Tax Liabilities:** All project liabilities for taxes, levies, duties, etc. in relation to the development and construction of the New Building/Project, including sales tax, value added tax, service tax, works contract tax and all other rates and taxes shall be paid by the Developer. With regards the tax payable by the Owner on the income arising out of transfer of the Units in the New Building, the same shall be payable by the Owner in respect of the Owners' Allocation and shall be payable by the Developer in respect of the Developer's Allocation.
- 16.11 **Approvals for Construction:** It shall be the responsibility of the Developer to obtain Approvals required from various Government authorities to commence, execute and complete the Project.
- 16.12 **Responsibility for Marketing:** All saleable constructed spaces in the New Building shall be marketed and sold by the Developer who shall decide the marketing strategy, budget, selection of publicity material, media etc.
- 16.13 **Assignment:** The Owner hereby agree that the Developer shall with prior written approval of the Owner be entitled to transfer and/or assign this Agreement or any rights or benefits hereunder to any third party provided such third party agrees to honor this Agreement in place and stead of the Developer on the same terms and conditions, as herein contained.
- 16.14 **Real Estate Laws:** shall mean **West Bengal Real Estate Regulation Act (WBREERA)** and include the amendments and substitutes thereof and also all rules, regulations and byelaws in respect thereof. The Developer shall comply with all necessary requirements under the Real Estate Laws and required to be complied with by a

Developer of a building and the Owner shall co-operate and assist the Developer in respect thereof.

17. Principal Obligations of Owner

17.1 **Title:** The Owner shall ensure that their title to the said Property continues to remain marketable and free from all encumbrances, liabilities and restrictions and is approved for grant of Project Finance. The Owner shall remain liable to rectify defects, if any, in the title at their own costs.

17.2 **Co-operation with Developer:** The Owner undertakes to fully co-operate with the Developer for obtaining all approvals required for development of the said Property.

17.3 **Documentation and Information:** The Owner undertakes to provide the Developer with necessary documentation and information relating to the said Property as may be required by the Developer from time to time.

17.4 **No Obstruction to Developer:** The Owner covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions and/or exercising its rights and entitlements under this Agreement.

17.5 **No Dealing with the said Property:** The Owner hereby covenant not to let out, grant lease, mortgage and/or charge the said Property or any portion thereof save in the manner envisaged by this Agreement.

17.6 **Adherence by Owners:** The Owner has assured the Developer that it shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement.

18. Indemnity

18.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owner saved, harmless and indemnified of from and against any and all losses, damages and/or liabilities (whether criminal or civil) suffered by the Owner relating to the development and/or to the construction of the New Building and arising from any

breach of this Agreement by the Developer and/or arising from any breach, default or violation of any law, permission, rules, regulations or bye-laws relating to development and construction and/or arising out of any accident or negligence during development and construction. The Developer hereby further indemnifies and agrees to keep the Owner further saved, harmless and indemnified of from and against any kind of payment liabilities of whatsoever howsoever nature arising upto the date of transfer/possession of the Owner's allocation.

- 18.2 **By Owner:** The Owner hereby indemnify and agree to keep the Developer saved, harmless and indemnified of from and against any and all losses, damages and/or liabilities (whether criminal or civil) suffered by Developer relating to the ownership and title of the said Property and arising from any breach of this Agreement by the Owner and/or arising from any defect in title of the said Property and/or arising from any of the Representations of the Owner being incorrect.

19. Miscellaneous

- 19.1 **Developer to Collect Additional Payments & Deposits:** The Developer shall be entitled to collect in respect of all Units of the New Building all additional charges, expenses and/or deposits. These shall include corpus deposit/sinking fund, deposit/expenses for formation of the Maintenance Company, Common Expenses, Maintenance Charges and deposits for the same, Municipal Taxes and deposits for the same, deposits demanded by the electric supply authority and other agencies, Project Advocates' Fees, charges for additional work and amenities that may be provided, charges, out pocket expenses and fees payable for changes/regularization/completion under applicable Rules or provisions, etc. It is clarified that the aforesaid additional charges, expenses and/or deposits shall belong exclusively to the Developer and shall not be included as part of Sale Proceeds. The Owner agrees that if any air-conditioning charges are taken from the Transferees, then the same shall belong exclusively to the Developer and no part thereof shall be claimed or demanded by and/or payable to the Owner.

- 19.2 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written, oral or implied.
- 19.3 **Validity:** The parties are executing this Agreement as a legally binding contract with intent to be bound by the terms hereof. If any term or provision herein contained shall be held to be invalid or unenforceable, the same shall not affect the validity or enforceability of the other provisions of this Agreement and the parties shall endeavor to replace such term or provision with a valid and enforceable term or provision which corresponds best to the original intention.
- 19.4 **Custody:** The Developer shall be entitled to the custody of this Agreement.
- 19.5 **Essence of the Contract:** The Owner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 19.6 **No Partnership:** The Owner and the Developer have entered into this Agreement purely on a principal-to-principal basis 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.
- 19.7 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights. 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.
- 19.8 **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.
- 19.9 **Name of Complex:** The Complex shall be named as decided by the parties.
- 19.10 **No Transfer at present:** Nothing in these presents shall be construed as a transfer, demise, assignment or conveyance in law of the said Property or any part thereof to the Developer by the Owner. No transfer of any title is intended to be or is being

made by virtue of this Agreement. The transfer of title is intended to and shall take place only after Completion of the New Building.

19.11 **Advocates:** The Agreement to be entered by both the Owner and the Developer with the prospective Purchasers of various units/areas forming part of the joint Allocations of the Owner and the Developer and the consequent Deeds of Conveyance shall be prepared in a uniform basis and shall contain such terms, conditions, covenants and stipulations as are or would be mutually agreed upon between the Owner and the Developer. All such Agreements and the Deeds of Conveyance relating to upcoming project after development shall be prepared by **M/S S.K. LATH & CO.**, Advocates of 6A, K.S. Roy Road, 2nd floor, Kolkata-700001, Advocates of the Owner. The prospective purchasers shall pay their share of fees directly to the said appointed Advocates as fixed by the said developer.

19.12 **Entity:** The change in entity or extinction of the Developer due to amalgamation, reconstruction, takeover etc by an entity in the same group or by parent/holding subsidiary and/or due to conversion into an LLP or otherwise, shall not be deemed to be in any manner affect or rescind and/or terminate these presents and/or shall not be deemed to be taken as non-observance or non- performance of any covenants herein contained by the Developer.

20. SECURITY DEPOSIT:

20.1 It is agreed between the parties hereto that the-Developer shall pay to the Owner a sum of Rs. 2,00,00,000/- (Rupees Two Crores only), as and by way of interest free security deposit on or after the execution of this Agreement in the following manner: (the receipt whereof of the amount paid at or before the execution of this Agreement, the Owner doth hereby admits and acknowledges).

i) At or before the execution of this Agreement – Rs. 1,00,00,000/-

ii) After obtaining ULC clearance - Rs. 50,00,000/-

- iii) After handing over clear possession to the Developer as per Developer's satisfaction and after compliance of aforesaid obligations of the Owner- Rs. 50,00,000/-
- 20.2 The said Security Deposit shall be fully refundable (interest free) by the Owner to the Developer after the completion certificate is obtained by the Developer.
- 20.3 The developer expressly acknowledges understands and agrees that in the event of cancellation or termination of this Development Agreement, the Owner shall be at liberty to execute, present for registration and register unilaterally a deed of cancellation and the Developer shall cease to have right title and interest whatsoever in the said Property or land or Project on and from the date of expiry of the period mentioned in the notice of cancellation or termination issued by the Owner, as the case may be.

21. Defaults / Termination

- 21.1 Prior to grant of all Approvals required for commencement of construction, this Agreement may be cancelled in the following circumstances:
- a) In the event of there any encumbrances in respect of the said Property, the Developer shall have the option to cancel this Agreement by giving notice by Speed Post with Acknowledgement Due to the Owner.
 - b) In the event of all Approvals required for commencement of construction not being received within 12 (twelve) months from the date hereof, the Owner shall be entitled to cancel this Agreement by giving notice by Speed Post with Acknowledgement Due to the Developer and/or at Owner's option grant extension of time to the Developer.
- 21.2 In event of termination under **clause 21.1(a)** the Owner shall pay to the Developer the expenses and costs incurred at actual with 12% per annum interest thereon by the Developer till that time within 30 days of receipt of notice of termination. The Developer shall hand over the licensed possession of the said Property to the Owner simultaneously with receipt of the Deposit and the expenses along with interest as stated herein above.

- 21.3 Save as mentioned in **clause 21**, none of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration. In the event of any default on the part of either Party, the other Party shall be entitled to sue the Party in default for specific performance of this Agreement. If the Development be not completed due to any willful default on the part of the Owner, the Developer shall be entitled to specific performance of this Agreement.
- 21.4 Under any circumstances, if the Developer is unable to commence the construction and/or perform its obligations under this Agreement due to any act, deed, omission or fault of the Owner, the Developer will have the right to immediately terminate this Agreement and in such event, the Owner shall refund the entire security deposit with interest thereon @12% per annum.
- 21.5 In the event, the Developer fails to complete construction of the complex (subject to force majeure) within the date mentioned hereinbefore or such other extended date as agreed to in writing, then the Owner shall have the following options:-
- 21.5.1 The right to immediately terminate this Agreement and forfeit a sum equivalent to expenses incurred by the Developer regarding development after the execution of this Agreement and till the date of cancellation of this Agreement as pre-determined liquidated damages and refund the balance consideration without any interest to the Developer within a period of 30 days of such termination and/or
- 21.5.2 The Owner will automatically be deemed to have taken back the licensed possession of the said property and the Owner shall be free to complete the left over jobs/works through any third party. The costs and expenses for getting the remaining left over jobs/works shall be paid by the Developer to the Owner immediately on demand. After the constructions are completed, and the Developer making payment of left over jobs, the Developer will be free to use its allocation. If the Developer does not pay the costs of construction of left over job on demand raised by the Owner, in that case the Developer shall be liable to pay interest @12% per annum for the delayed payment from the date of the Bill.

22. Force Majeure

- 22.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any act, omission, breach or violation by such Party of any of its obligations under this Agreement but which arises from, or is attributable to Acts of God, natural calamities, accidents, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic/pandemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, lock-down, terrorist action, on-site disturbance by any related party, civil commotion, non-availability/shortage of construction material, delays due to municipal elections, any legislation, regulation, ruling or omissions (including delay or failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any Government or Court orders.
- 22.2 If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, that Party shall inform the other Party in writing of the event of Force Majeure specifying the nature and extent of the circumstances giving rise to the event/s of force majeure. Similar notice in writing shall also be given upon cessation of the Force Majeure event. Subject to written notifications as above with proof of service, neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall upon occurrence and cessation of any event constituting Force Majeure be extended by the same period as the period of Force Majeure event.
- 23. Amendment/Modification:** The parties may add to, alter, amend and/or modify this Agreement or any part hereof in such manner as may be mutually agreed in writing provided however it shall not be necessary to register such writing. 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.

- 24. Notice:** Any notice or other written communication given under or in connection with this Agreement may be delivered by hand against written acknowledgment or sent by facsimile transmission with proof of proper transmission, or sent by registered post with acknowledgement due to the address of the relevant Party mentioned in this agreement or such other address as may be notified in writing by each Party from time to time.
- 25. Arbitration:** Any dispute or difference between the parties hereto arising out of and/or relating to and/or concerning the said Property and/or this Agreement or any term or condition herein contained and/or relating to interpretation thereof shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the Arbitrator shall have summary powers and may make or give interim orders, awards and/or directions. The Arbitrator 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 Award(s) made by the Arbitrator shall be final and the parties agree to be bound by the same.
- 26. Jurisdiction:** In connection with the aforesaid arbitration proceedings, the Courts at Calcutta only shall have exclusive jurisdiction to receive, entertain, try and determine all actions and proceedings.
- 27. Rules of Interpretation:**
- 27.1 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 references to all statutory

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

27.2 **Number:** In this Agreement, any reference to singular includes plural and vice-versa.

27.3 **Gender:** In this Agreement, words denoting any gender including all other genders.

27.4 **Party:** In this Agreement, any reference to a Party is to a party to this Agreement.

27.5 **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.

27.6 **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.

27.7 **Headings:** In this Agreement, the headings 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.

28. **Schedules:**

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the said Property)

ALL THAT the demarcated piece or parcel of Land admeasuring an area of **3 Bighas 14 Cottahs 05 Chittaks and 17 Square Feet** more or less equivalent to 53522 Square Feet more or less equivalent to **122.6545 decimals** more or less comprised in C.S. Dag Nos.788, 841 (Part), 842, 844, 845, 899 (part) and C.S. Dag No.910 corresponding to R.S. Dag Nos. 2607, 2701, 2703, 2724, 2725, 2726, 2727 and 2728 corresponding to **L.R. Dag Nos. 2015, 2122, 2124, 2145, 2146, 2147, 2148 and 2149** appertaining to **L.R. Khatian No. 3729** together with tin-shed shed and structures thereon having a total area of **12249 sq.ft.** more

or less situate lying at and being presently **Holding No. 65, Calcutta Jessore Road**, under Ward No. 25 within South Dum Dum Municipality in .L. No. 20, R. S. No.154 of Mouza Satgachhi, Nagerbazar P.S. Dum Dum, Sub-Registration Office Cossipore Dum Dum in the District of North 24-Parganas and previously portion of Premises No. 35, Calcutta Jessore Road being Municipal Holding Nos. 51 and 53 **and** portion of Premises No.9, Calcutta Jessore Road and more fully delineated in the Site Plan annexed hereto and marked within "Red Borders": Classification of land comprised in L.R. Dag Nos.2145 and 2146 is Bastu, Classification of land comprised in L.R. Dag Nos.2015 and 2148 is Viti, Classification of land comprised in L.R. Dag Nos.2122, 2124, 2149 is Bagan and Classification of land comprised in L.R. Dag No.2147 is Danga. Tin-Shed Structure comprised in L.R. Dag No.2015 is 1442 sq.ft., comprised in L.R. Dag No.2145 is 3476 sq.ft. and comprised in L.R. Dag No.2147 is 7331 sq.ft.

BUTTED AND BOUNDED as follows:

ON THE NORTH	By R.S. Dag Nos. 2622, 2607 (P), 2603, 2579, 2578, 2733
ON THE SOUTH	By 11 ft. wide common road and R.S. Dag No.2704
ON THE EAST	By R.S. Dag Nos. 2731, 2729, 2701, 2702 and 2703
ON THE WEST	By 11 ft. wide common road

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Devolution of Title)

WHEREAS at all material times, one Behari Lal Dutt was absolutely seized and possessed of and/or well sufficiently entitled to as sole and absolute owner of piece and parcel of Maurashi Mocarari land situated lying at and being Premises No.25, Jessore Road, within South Dum Dum Municipality in Mouza Satagachi, Nagerbazar, District 24-Parganas (the said land).

AND WHEREAS by a Deed of Trust dated 08.02.1934, registered at the office of Registrar of Assurance, Calcutta vide Book No. I, Volume No. 19, Pages from 170 to 180, **Being No. 0417** for the year 1934, made between the said Behari Lal Dutt as Settlor therein of the One Part and Kartick Chandra Dutt and Panchanon Dutt, both sons of the said Behari Lal Dutt, as the Trustees of the Other Part, the said Behari Lal Dutt did for the consideration therein

mentioned grant, transfer and convey the said land unto the said Trustees Kartick Chandra Dutt and Panchanon Dutt, To have and To Hold the same for the said Settlor Behari Lal Dutt during the term of his natural life and upon his demise upon the Trusts and subject to the conditions therein particularly mentioned.

AND WHEREAS the said Behari Lal Dutt died intestate on the 10.02.1934 and the said Kartick Chandra Dutt carrying out and executing the Trusts as in the said Deed of Trust mentioned jointly with the said Panchanon Dutt, died on 10.03.1938 leaving behind him surviving his two sons namely Ananta Kumar Dutt and Chand Kumar Dutt and Srimati Niharbala Dassee being the widow of his pre-deceased son Premtosh Dutt as his legal heirs. His wife Srimati Subasini Dassee had pre-deceased him.

AND WHEREAS by a Deed of Relinquishment and Agreement dated 5th April, 1938 made between the said Srimati Niharbala Dassee of the One Part and the said Ananta Kumar Dutt and Chand Kumar Dutt of the Other Part and registered at the Office of the Registrar of Assurances, Calcutta in Book No.1, Volume No.58, Pages 80 to 89, **Being Deed No.1370** for the year, 1938, the said Srimati Niharbala Dassee did relinquish and surrender all her right, title and interest in the entire estate of the said Kartick Chandra Dutt in favour of the said Ananta Kumar Dutt and Chand Kumar Dutt as in the said Deed particularly mentioned.

AND WHEREAS by a Deed of Appointment of New Trustee dated 9th May, 1938 made between the said Panchanon Dutt of the One Part and the said Ananta Kumar Dutt of the Other Part and registered at the Office of the Registrar of Assurances, Calcutta in Book No.1, Volume No.53, Pages 254 to 257, **Being Deed No.1732** for the year, 1938, the said Panchanon Dutt as sole surviving Trustee in exercise of the powers in that behalf and according to the provisions contained in the said Deed of Trust did appoint the said Ananta Kumar Dutt to be the Trustee in the place and stead of the said deceased Kartick Chandra Dutt to hold the Trust Estate including the said land upon the Trusts and subject to the conditions as mentioned in the said Deed of Trust.

AND WHEREAS subsequently the said land being Premises No.25, Calcutta Jessore Road was recorded as **Premises No.35, Calcutta Jessore Road**.

AND WHEREAS by an Indenture dated 06.05.1960, registered at the office of R.A., Calcutta vide Book No. I, Volume No. 71, Pages from 84 to 93, **Being No. 2256 for the year 1960**, the said Panchanon Dutt and Ananta Kumar Dutt as Vendor therein with the consent and concurrence of the Beneficiaries being the said Panchanon Dutt, Ananta Kumar Dutt and Chand Kumar Dutt, sold, transferred and conveyed **ALL THAT** piece and parcel of Maurashi Mokrari land admeasuring an area of **4 Bighas 19 Cottahs 6 Chittacks and 19 Square Feet** be the same a little more or less together with trees brick built buildings thereon situate lying at and being a divided and demarcated portion of the said Premises No.35, Calcutta Jessore Road, within 24-Parganas and comprised in Mouza Satagachi, Nagerbazar, J.L. No.21, District 24-Parganas within C.S. Dag Nos. 841 (Part) and C.S. Dag No.842 in old Khatian No.25, C.S. Dag Nos.844, 845 in old Khatian No.248, C.S. Dag No.899 (part) in old Khatian Nos.349,25 and C.S. Dag No.910 in old Khatian No.364 unto and in favour of the Purchaser being the said **Dies and Tools Ltd.**, for the consideration and on the terms and conditions therein mentioned.

AND WHEREAS by another Indenture dated 28.04.1961, registered at the office of R.A., Calcutta vide Book No. I, Volume No. 68, Pages from 33 to 43, **Being No.2053** for the year 1961, the said Panchanon Dutt and Ananta Kumar Dutt as Vendor therein with the consent and concurrence of the Beneficiaries being the said Panchanon Dutt, Ananta Kumar Dutt and Chand Kumar Dutt, further sold, transferred and conveyed **ALL THAT** piece and parcel of Maurashi Mokrari land admeasuring an area of **7 Chittacks and 21 Square Feet** be the same a little more or less situate lying at and being a divided and demarcated portion formed out of the remaining portion of the Premises No. 35, Calcutta Jessore Road, within South Dum Dum Municipality and comprised in Mouza Satagachi, Nagerbazar, District 24-Parganas within C.S. Dag Nos. 841 unto and in favour of the Purchaser being the said **Dies and Tools Ltd.**, for the consideration and on the terms and conditions therein mentioned.

AND WHEREAS by an Indenture (Deed of Exchange) dated 29.07.1964, registered at the office of Sub-Registrar, Dum Dum vide Book No. I, Volume No.85, Pages from 150 to 155, **Being No.6247** for the year 1964, and made between one Ghewar Chand Rampuria on the One Part and the Present Owner i.e. **Dies and Tools Ltd** on the Other Part, the said Ghewar Chand Rampuria **transferred** one demarcated piece and parcel of land having an area of **1**

Cottah, 14 Chittacks and 9 sq.ft. more or less along with brick built structure thereon situated and lying at and being the demarcated portion of Premises No.9, Calcutta Jessore road (formerly 24, Jessore Road) in Mouza Satagachi, Nagerbazar, Thana Dum Dum District 24-Parganas within C.S. Dag No.788 (part) unto and in favour of the said **Dies and Tools Ltd., in exchange** of one demarcated piece and parcel of land having an area of **4 Cottahs, 12 Chittacks and 28 sq.ft.** more or less along with brick built structure thereon situated and lying at and being the demarcated portion of Premises No.36/1, Calcutta Jessore road (formed out of 35, Jessore Road) in Mouza Satagachi, Nagerbazar, Thana Dum Dum District 24-Parganas within C.S. Dag No.841 (part) and C.S. Dag No.899 (part) from the said **Dies and Tools Ltd.,** which the said Ghewar Chand Rampuria got entitled to thereto.

AND WHEREAS pursuant to aforesaid, the Present Owner i.e. **Dies and Tools Ltd** became the sole and absolute owner of **ALL THAT** piece and parcel of land admeasuring an area of **4 Bighas 16 Cottahs 15 Chittacks and 21 Square Feet be the same a little more or less** together with trees brick built buildings thereon situate lying at and being a divided and demarcated portion formed out of the remaining portion of the **Premises No.35, Calcutta Jessore Road,** within South Dum Dum Municipality and comprised in Mouza Satagachi, Nagerbazar, District 24-Parganas within C.S. Dag Nos.788, 841 (Part), 842, 844, 845, 899 (part) and C.S. Dag No.910 (the said land).

AND WHEREAS subsequently, after the Revisional Settlement (R.S.) came into force and during the new survey, the said C.S. Dag Nos.788, 841 (Part), 842, 844, 845, 899 (part) and C.S. Dag No.910 were recognized and identified as **R.S. Dag Nos. 2607, 2701, 2702, 2703, 2724, 2725, 2726, 2727, 2728,** where under the name of the Present Owner i.e. **Dies and Tools Ltd** reflected in the Revisional Settlement (R.S.) in the following manner **under which an area of 7.92 decimals** was found recorded which included the area of 1 Cottah, 14 Chittacks and 9 sq.ft. more or less received by the Present Owner i.e. **Dies and Tools Ltd vide recited** Indenture (Deed of Exchange) dated 29.07.1964.

R.S.DAG NO.	AREA (IN ACRE)	TOTAL AREA
2607	0.0792	1.5917 acre equivalent to 159.17 decimals equivalent to 96.4666 Cottahs
2701	0.1256	
2702	0.0918	
2703	0.2014	
2724	0.1569	
2725	0.0290	
2726	0.2982	
2727	0.5368	
2728	0.0728	

AND WHEREAS subsequently after the L.R. Settlement came into effect, the said R.S. Dag Nos. 2607, 2701, 2702, 2703, 2724, 2725, 2726, 2727, 2728 were recognized and identified as **L.R. Dag Nos. 2015, 2122, 2123, 2124, 2145, 2146, 2147, 2148, 2149.**

AND WHEREAS the present owner got its name mutated in the Assessment records of the South Dum Dum Municipality vide Assessment **No.1202901505196** and the said land was reassessed and renumbered as **Holding No.65, Calcutta Jessore Road** under Ward No.25 of the South Dum Dum Municipality being previously portion of Premises No.35, Calcutta Jessore Road being Municipal Holding Nos.51 and 53 **and** portion of Premises No.9, Calcutta Jessore Road.

AND WHEREAS the present Owner herein caused a demarcated area of **22.63 Cottahs** more or less out of the total area of the land and being demarcated portion of Premises No.35, Jessore Road, P.S. Dum Dum, Kolkata 700028 being Municipal Holding Nos.51 and 53, comprised in C S Dag Nos.841 (Part) and 842 Dag Nos.844 and 845 and Dag No.899 (Part), J.L. No.20, R.S. No.156, in Touzi No.160, Mouza Satgachi in the District of North 24 Parganas, duly developed as a Project through a builder having separate **Holding Number being**

Holding No.65/18, Jessore Road, North 24 Parganas as per a plan sanctioned by then Sanctioning Authority.

AND WHEREAS the present owner has its name mutated in the Assessment records of the concerned BL&LRO for an area 151.25 decimals out of which an area of **3 Bighas 14 Cottahs 05 Chittaks and 17 Square Feet** more or less equivalent to **122.6545 decimals** more or less under **L.R. Khatian No.3729** is the subject matter of development.

AND WHEREAS pursuant to aforesaid the Present Owner i.e. **Dies and Tools Ltd** is the sole and absolute owner of **ALL THAT** piece and parcel of land admeasuring an area of **3 Bighas 14 Cottahs 05 Chittaks and 17 Square Feet** more or less equivalent to 53522 Square Feet more or less equivalent to **122.6545 decimals** more or less comprised in C.S. Dag Nos.788, 841 (Part), 842, 844, 845, 899 (part) and C.S. Dag No.910 corresponding to R.S. Dag Nos. 2607, 2701, 2703, 2724, 2725, 2726, 2727 and 2728 corresponding to **L.R. Dag Nos. 2015, 2122, 2124, 2145, 2146, 2147, 2148 and 2149** appertaining to **L.R. Khatian No. 3729** together with brick built buildings thereon situate lying at and being presently **Holding No. 65, Calcutta Jessore Road**, under Ward No. 25 within South Dum Dum Municipality in Mouza Satgachhi, Nagerbazar Thana Dum Dum, Sub-Registration Office Cossipore Dum Dum in the District of North 24-Parganas and previously portion of Premises No. 35, Calcutta Jessore Road **and** portion of Premises No.9, Calcutta Jessore Road and has been paying all rates and taxes to the Municipality as well other Competent Authority including B.L. & L.R.O. having jurisdiction.

THE THIRD SCHEDULE ABOVE REFERRED TO:

WE, DIES & TOOLS LIMITED, the above named Owner do hereby nominate constitute and appoint the said **GRAP DEVELOPERS LLP** as our true and lawful attorney for in the name and on behalf of the Owner to do execute and perform all or any of the following acts deeds and things relating to the said property mentioned in the First Schedule herein above

mentioned and the development thereof and transfer of the entire Allocation as hereinafter contained:

1. To hold, defend possession of manage maintain protect and secure the said property and do all acts deeds and things in connection therewith.
2. To warn off and prohibit and if necessary proceed in due form of law against any trespassers and to take appropriate steps whether by action or distress or otherwise and to abate all nuisance and to enter into all contracts and arrangements with them or any of them as the said attorney may deem fit and proper.
3. To appoint and terminate the appointment of Architects, Engineers, Surveyors and others for survey and soil testing.
4. To apply for and submit the sanction plan's modification, revision, alterations and/or renewal if required thereafter, with the South Dum Dum Municipality and/or other concerned authorities and to pay fees and obtain such modification, revision, alteration and/or renewal and/or such other orders and permissions as be expedient therefore.
5. To construct or reconstruct the new building/s at the said property and for that to demolish the existing structures thereon.
6. To apply for and obtain all licenses, registrations and permissions as may be required for construction of the New Building/s at the said property.
7. To apply for and obtain Completion or Occupancy Certificate, as the case may be from South Dum Dum Municipality and/or other concerned authorities.
8. To apply for and obtain electricity, gas, water, sewerage, drainage, lift, generator and other connections or any other input facility or utility at the said property from the appropriate authorities and to make alterations therein.
9. To pay the property and other rates and taxes and other charges and outgoings whatsoever payable for and on account of the said premises or any part thereof or any share therein and receive refund of the excess amounts, if paid, from the concerned authorities and to grant receipts and discharges in respect thereof.
10. For all or any of the purposes herein stated to appear and represent the Company before South Dum Dum Municipality, B.L.&L.R.O. having jurisdiction, Fire Brigade, pollution control related authorities, Collector, District Magistrate, Police Authorities

and also all other authorities and Government Departments and/or its officers and also all other State Executives, Judicial or Quasi-Judicial, Municipal and other authorities and also all courts and tribunals and to do all acts deeds and things and sign and submit all plans papers applications statements objections notices etc. and also to submit and take delivery of all documents of title, clearances, permissions and/or no objection certificates and other papers and documents as may be required and found necessary or expedient by our said attorney.

11. To appear before B.L.&L.R.O. having jurisdiction, South Dum Dum Municipality and other authorities for getting the pending mutation completed in their records and/or for getting the records rectified or corrected in their records and for all such purposes, to sign execute register affirm and/or deliver all documents, declarations, affidavits, undertakings, indemnities as may in any way be required to be so done.
12. For all or any of the powers and authorities herein contained to sign execute register affirm and/or deliver all documents, declarations, affidavits, undertakings, indemnities as may in any way be required to be so done and to appear and represent the Owner before any Registrar, Sub Registrar, Additional Registrar, District Registrar, Registrar of Assurances and other officer or officers or authority or authorities having jurisdiction and to present for registration and admit execution of and to acknowledge and register or have registered and perfected all such documents instruments papers and writings signed by the Owner or by the Owner's said Attorney by virtue of the powers hereby conferred.
13. To commence prosecute enforce defend answer and oppose all actions and other legal proceedings and demands, touching any of the matters herein stated concerning the said premises or any part thereof in which the Owner 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 judgement or become non suited in any such action or proceedings as aforesaid before any Court, Civil or Criminal or Revenue including the Collector, Tribunal etc.
14. To appoint and employ Advocates etc for aforesaid purposes and 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 connected with all or any of the matters herein contained.

15. To market the New Building/s project, advertise and publicize the New Building/s and to appoint marketing agents, brokers, sub-brokers, sole selling or other agents for sale or otherwise transfer of the same.
16. To deal with, let out, lease out, sell or otherwise transfer or agree so to do the entire project (entire saleable areas plus car parking spaces) or any part or share thereof including the undivided share in the land attributable thereto to any person or persons and to receive the amounts receivable in respect of the same and issue receipts, acknowledgements and discharges therefor and to fully exonerate the person or persons paying the same.
17. To negotiate, take bookings, enter into agreements, memorandum of understanding, letters of allotment and nominations and/or documents of whatsoever nature in respect of the entire project (entire saleable areas plus car parking spaces) or any part thereof and if necessary to amend, modify, alter or cancel the same.
18. To allow the intending buyers/transferees agreeing to purchase any part of entire project (entire saleable areas plus car parking spaces), to take loan/finance/advance in respect thereof and to accept confirm and become a party to the loan agreements or other documents required for grant of loans or other finances in favour of the intending transferees through any Banks or Financial Institutions.
19. To sign any documents, papers, instruments, deeds as may be required by the Developer for obtaining Project Finance/Construction Loan from any Bank/Financial Institution/NBFC/Private Equity Fund and execute and register any Deed of Mortgage for such purposes and in connection therewith.
20. To represent the Owner and to complete the sale and/or transfer of entire project (entire saleable areas plus car parking spaces) including the undivided share in the land of the said property in terms of the said Agreement.
21. To represent before any competent or statutory authority in connection with the upcoming project at the said property and to apply for and obtain registration under the West Bengal Housing Real Estate Regulatory Authority (WBRERA) and all other acts and statutes, as applicable and to obtain all licenses and permissions there under

- for the purpose of development work of the Project and for the said purpose to do all acts, deeds, matters and things as our said Attorney shall think proper.
22. For all or any of the purposes herein stated, to sign execute enter into modify, cancel, alter, draw, approve rectify and/or register and/or give consent and confirmation to all papers, documents, deeds, agreements, supplementary agreements, consents, confirmations, deeds of conveyance, lease, license, grants, transfer, supplementary deeds, nominations, assignments, surrenders, cancellation deeds, rectifications, deeds, declarations, affidavits, applications, undertakings, indemnities, forms, plans, receipts and other documents.
 23. To appear and represent the Owner before any Registrar, Sub Registrar, Additional Registrar, District Registrar, Additional District Sub Registrar, Registrar of 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 the said attorney by virtue of all or any of the powers hereby conferred.
 24. To appear and represent the Owner 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 said attorney by virtue of the powers hereby conferred.

AND GENERALLY to do all acts deeds and things for better exercise of the authorities herein contained relating to the said property or any part thereof which the Owner themselves could have lawfully done under their own hand and seal, if personally present.

AND the Owner doth hereby ratify and confirm and agree to ratify and confirm all and whatever our said Attorney has done or cause to be done or shall lawfully do or cause to be done in or about the property aforesaid.

28. Execution and Delivery

IN WITNESS WHEREOF the Parties within named have executed this Agreement on the date mentioned above.

SIGNED AND DELIVERED BY

the Owner at Kolkata

DIES & TOOLS LTD.

Anil Kumar Saraf

Director

DIES & TOOLS LIMITED.

(Represented by its

Director/Authorised Signatory **ANIL KUMAR SARAF**)

SIGNED AND DELIVERED BY

the Developer at Kolkata

GRAP DEVELOPERS LLP

Anil Kumar Saraf

Designated Partner / Partner

GRAP DEVELOPERS LLP

(Represented by its Designated

Partner **ANIL KUMAR SARAF**)

All in the presence of common:

Witnesses:

1. *Elisha Senapati, Advocate*
6A, K.S. Roy Road,
KOL-700001.

2. *Riya Mishra, Advocate*
6A, K.S. Roy Road, KOL-700001

Drafted by:

Kapil Lath, Advocate
(Enrollment No. F-517/01)

Kapil Lath, Advocate (High Court)

M/s S.K. Lath Co., Advocates,

6A, K.S. Roy Road, 2nd floor,

Kolkata-700001.

RECEIVED of and from the within named Developer the within mentioned sum of **Rs.2,00,00,000/- (Rupees Two Crores only)** being the part interest free refundable security deposit in terms of these presents as follows:

RECEIPT AND MEMO OF CONSIDERATION

Dies & Tools Ltd				
Date	Instrument No	Type	Bank Name	Total
23-05-2023	000585	Chq	ICICI Bank Ltd	50,00,000.00
31-05-2023	000586	Chq	ICICI Bank Ltd	50,00,000.00
05-12-2023	034590050731	NEFT	ICICI Bank Ltd	2,00,000.00
09-12-2023	034642505551	NEFT	ICICI Bank Ltd	14,00,000.00
11-12-2023	034642505551	NEFT	ICICI Bank Ltd	40,00,000.00
12-12-2023	34677022891	NEFT	ICICI Bank Ltd	30,00,000.00
14-12-2023	034698146531	NEFT	ICICI Bank Ltd	14,00,000.00
Total				2,00,00,000.00

DIES & TOOLS LTD.
Anil Kumar Saraf
 Director
 DIES & TOOLS LIMITED.

(Represented by its Director/Authorised Signatory **ANIL KUMAR SARAF**)

We say received

WITNESSES:-

- Shikha Sengupta, Advocate*
- Riya Mishra, Advocate*



SKETCH PLAN OF

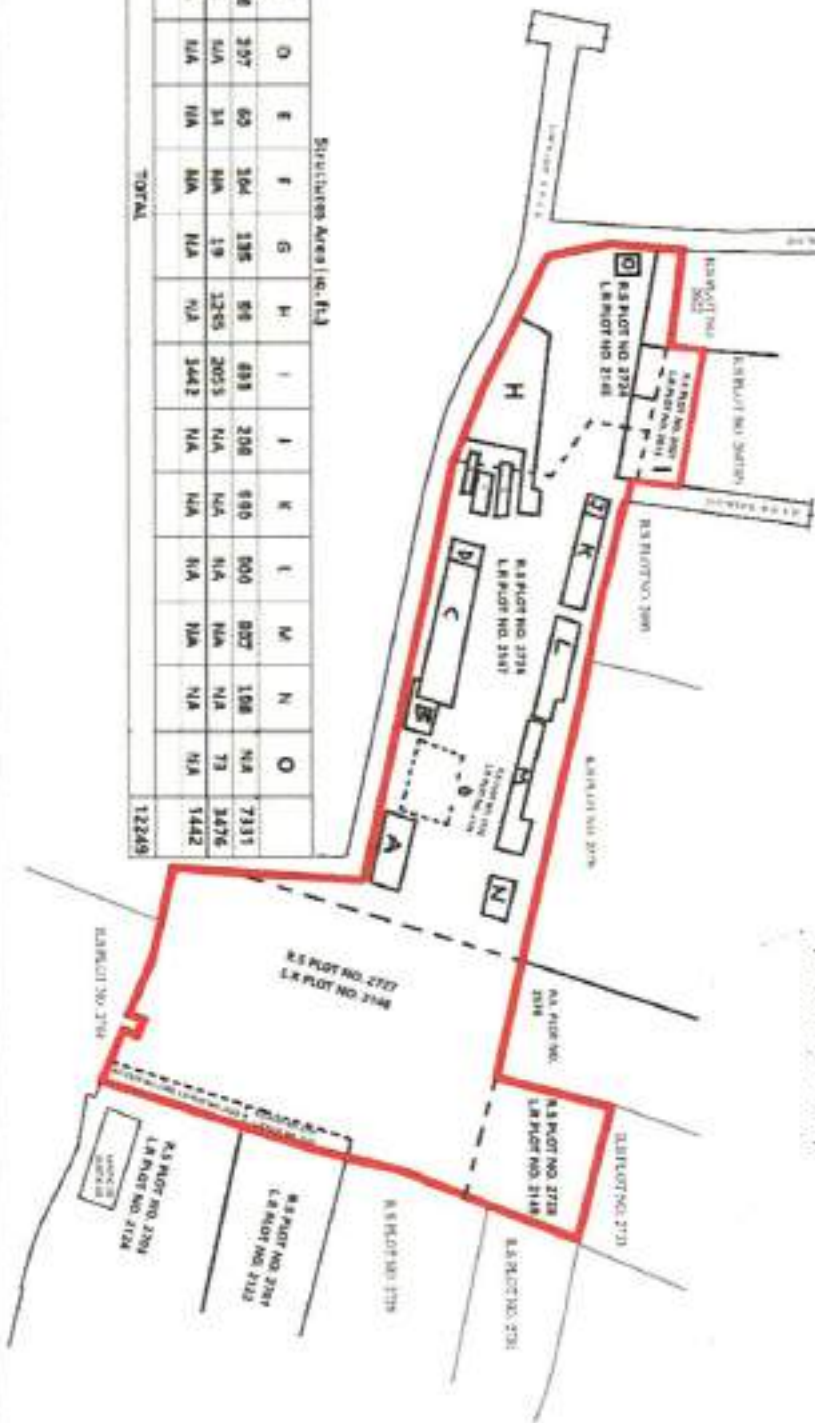
Proposed Site Plan of R.S. Dag Nos. 2701, 2703, 2724, 2725, 2726, 2727, 2728 and 2607, corresponding L.R. Dag Nos. 2122, 2124, 2145, 2146, 2147, 2148, 2149 and 2015 under L.R. Khairan Nos. 3729 at Mouza Satgachil, J.L. No. - 20, Holding No. 65 Jessore Road, Previously portion of Premises no. 35, and portion of Premises no. 9, Calcutta Jessore Road, Kolkata - 28, Ward no. 25, with in South Dum Dum Municipality, North-24 Paraganas, Police Station Durdum,

AREA OF THE LAND

7A.336 KATHA
EQUIVALENT TO 3 BIGHA 14 KATHA 5 CHATAK 17 SQFT.
EQUIVALENT TO 1.226545 ACRE
EQUIVALENT TO 122.6545 DECIMAL
(MORE OR LESS)

R.S.	L.R.	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	TOTAL
2726	2147	806	446	1908	297	60	364	185	88	833	208	980	600	807	168	731	7311
2724	2145	N/A	N/A	N/A	N/A	31	N/A	19	3260	2023	N/A	N/A	N/A	N/A	73	3476	
2607	2015	N/A	N/A	N/A	N/A	N/A	N/A	N/A	3442	N/A	N/A	N/A	N/A	N/A	N/A	1442	1442
																12249	

Structures Area (in Sq. Ft.)



DIES & TOOLS LTD.

Anil Kumar Saha













Director

GRAP DEVELOPERS LLP

Anil Kumar Saha

Designated Partner / Partner

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl No	Signatures of the executants Presentants					
	 					
		Little	Ring	Middle (left)	Fore (hand)	Thumb
						
		Thumb	Fore	Middle (right)	Ring (hand)	Little
		Little	Ring	Middle (left)	Fore (hand)	Thumb
		Thumb	Fore	Middle (right)	Ring (hand)	Little
		Little	Ring	Middle (left)	Fore (hand)	Thumb
		Thumb	Fore	Middle (right)	Ring (hand)	Little



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



192024250116617268

GRN Details

GRN:	192024250116617268	Payment Mode:	SBI Epay
GRN Date:	11/07/2024 13:26:50	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	6890405564119	BRN Date:	11/07/2024 13:27:21
Gateway Ref ID:	0868966468	Method:	ICICI Bank - Corporate NB
GRIPS Payment ID:	110720242011661725	Payment Init. Date:	11/07/2024 13:26:50
Payment Status:	Successful	Payment Ref. No:	2001748377/13/2024 [Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr Anil Kumar Saraf
Address:	Godrej Genesis, 10th Floor, Unit 1006, Saltlake, Sec-5, Near College More, Kolkata- 700091
Mobile:	9331169619
Email:	graprealty@gmail.com
Period From (dd/mm/yyyy):	11/07/2024
Period To (dd/mm/yyyy):	11/07/2024
Payment Ref ID:	2001748377/13/2024
Dept Ref ID/DRN:	2001748377/13/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001748377/13/2024	Property Registration- Stamp duty	0030-02-103-003-02	75071
2	2001748377/13/2024	Property Registration- Registration Fees	0030-03-104-001-16	200028
			Total	275099

IN WORDS: TWO LAKH SEVENTY FIVE THOUSAND NINETY NINE ONLY.

PAID

Major Information of the Deed

Deed No :	I-1506-07380/2024	Date of Registration	16/07/2024
Query No / Year	1506-2001748377/2024	Office where deed is registered	
Query Date	05/07/2024 6:39:08 PM	A.D.S.R. COSSIPORE DUMDUM, District: North 24-Parganas	
Applicant Name, Address & Other Details	S K LATH AND CO 6A, KIRAN SHANKAR ROY ROAD,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9062852396, Status :Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 50/-], [4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,00,00,000/-]		
Set Forth value	Market Value		
	Rs. 28,63,40,486/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,171/- (Article:48(g))	Rs. 2,00,028/- (Article:E, E, E.)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Dum Dum, Municipality: SOUTH DUM DUM, Road: Jessore Road, Mouza: Satgachi, Ward No: 025, Holding No:65 JI No: 20, Pin Code : 700028

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-2122 (RS :-)	LR-3729	Bastu	Bagan	6.64 Dec		1,50,04,491/-	Width of Approach Road: 11 Ft.,
L2	LR-2124 (RS :-)	LR-3729	Bastu	Bagan	6.64 Dec		1,50,04,491/-	Width of Approach Road: 11 Ft.,
L3	LR-2148 (RS :-)	LR-3729	Bastu	Viti	51.68 Dec		11,67,81,941/-	Width of Approach Road: 11 Ft.,
L4	LR-2146 (RS :-)	LR-3729	Bastu	Bastu	2.9 Dec		65,53,166/-	Width of Approach Road: 11 Ft.,
L5	LR-2147 (RS :-)	LR-3729	Bastu	Danga	23.9 Dec		5,40,07,128/-	Width of Approach Road: 11 Ft.,
L6	LR-2145 (RS :-)	LR-3729	Bastu	Bastu	15.69 Dec		3,54,54,889/-	Width of Approach Road: 11 Ft.,
L7	LR-2149 (RS :-)	LR-3729	Bastu	Bagan	7.28 Dec		1,64,50,707/-	Width of Approach Road: 11 Ft.,
L8	LR-2015 (RS :-)	LR-3729	Bastu	Viti	7.92 Dec		1,78,96,923/-	Width of Approach Road: 11 Ft.,
		TOTAL :			122.65Dec	0 /-	2771,53,736 /-	
		Grand Total :			122.65Dec	0 /-	2771,53,736 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L8	1442 Sq Ft.	0/-	10,81,500/-	Structure Type: Structure
Floor No: 1, Area of floor : 1442 Sq Ft.,Commercial Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete					
S2	On Land L6	3476 Sq Ft.	0/-	26,07,000/-	Structure Type: Structure
Floor No: 1, Area of floor : 3476 Sq Ft.,Commercial Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete					
S3	On Land L5	7331 Sq Ft.	0/-	54,98,250/-	Structure Type: Structure
Floor No: 1, Area of floor : 7331 Sq Ft.,Commercial Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		12249 sq ft	0 /-	91,86,750 /-	



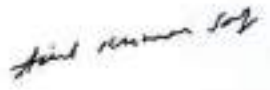
Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Dies & Tools Limited 35, Jessore Road, Nager Bazar, City:- , P.O:- Nagerbazar, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028 Date of Incorporation:XX-XX-1XX9 , PAN No.:: AAxxxxxx4E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative



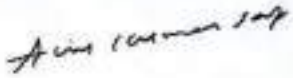
Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	GRAP DEVELOPERS LLP Godrej Genesis Room No 1006 10th Floor Block EP And GP Sector V, City:- , P.O:- Sech Bhaban, P.S:- Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700091 Date of Incorporation:XX-XX-2XX2 , PAN No.:: AAxxxxxx6F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative


Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr ANIL KUMAR SARAF (Presentant) Son of Mr Atma Ram Saraf Date of Execution - 16/07/2024, , Admitted by: Self, Date of Admission: 16/07/2024, Place of Admission of Execution: Office	 Jul 16 2024 1:01PM	 Captured LTI 16/07/2024	 16/07/2024

Godrej Genesis Room No 1006 10th Floor Block EP And GP Sector V, City:- , P.O:- Sech Bhaban, P.S:- Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700091, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX3 , PAN No.:: AKxxxxxx6H, Aadhaar No: 81xxxxxxxx8663 Status : Representative, Representative of : GRAP DEVELOPERS LLP (as Partner)

2	Name	Photo	Finger Print	Signature
	Mr Anil Kumar Saraf Son of Mr Atma Ram Saraf Date of Execution - 16/07/2024, , Admitted by: Self, Date of Admission: 16/07/2024, Place of Admission of Execution: Office	 <small>Jul 16 2024 1:50PM</small>	 <small>LTI 16/07/2024</small>	 <small>16/07/2024</small>
35 Jessore Road Nager Bazar, City:- , P.O:- Nager Bazar, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX3 , PAN No.:: akxxxxxx6h, Aadhaar No: 81xxxxxxxx8663 Status : Representative, Representative of : Dies & Tools Limited (as Director)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Subrata Sardar Son of Mr G Sardar C/o S K Lath And Co 6a K S Roy Road, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001	 <small>16/07/2024</small>	 <small>16/07/2024</small>	 <small>16/07/2024</small>
Identifier Of Mr ANIL KUMAR SARAF, Mr Anil Kumar Saraf			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Dies & Tools Limited	GRAP DEVELOPERS LLP-6.64 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Dies & Tools Limited	GRAP DEVELOPERS LLP-6.64 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Dies & Tools Limited	GRAP DEVELOPERS LLP-51.68 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Dies & Tools Limited	GRAP DEVELOPERS LLP-2.9 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	Dies & Tools Limited	GRAP DEVELOPERS LLP-23.9 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	Dies & Tools Limited	GRAP DEVELOPERS LLP-15.69 Dec
Transfer of property for L7		
Sl.No	From	To. with area (Name-Area)
1	Dies & Tools Limited	GRAP DEVELOPERS LLP-7.28 Dec
Transfer of property for L8		
Sl.No	From	To. with area (Name-Area)
1	Dies & Tools Limited	GRAP DEVELOPERS LLP-7.92 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Dies & Tools Limited	GRAP DEVELOPERS LLP-1442.00000000 Sq Ft
Transfer of property for S2		
Sl.No	From	To. with area (Name-Area)
1	Dies & Tools Limited	GRAP DEVELOPERS LLP-3476.00000000 Sq Ft
Transfer of property for S3		
Sl.No	From	To. with area (Name-Area)
1	Dies & Tools Limited	GRAP DEVELOPERS LLP-7331.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Dum Dum, Municipality: SOUTH DUM DUM, Road: Jessore Road, Mouza: Satgachi, Ward No: 025, Holding No:65 JI No: 20, Pin Code : 700028

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 2122, LR Khatian No:- 3729	Owner:মেসার্স ডাইস ৩৩ টুলস লিম, Gurdian:., Address:বিক, Classification:বঙ্গ, Area:0.12560000 Acre,	Dies & Tools Limited

L2	LR Plot No:- 2124, LR Khatian No:- 3729	Owner:মেসার্স ডাইজ এড টুলস পি., Gurdian: , Address:সিঙ্গা , Classification:কামখলা, Area:0.20140000 Acre,	Dies & Tools Limited
L3	LR Plot No:- 2148, LR Khatian No:- 3729	Owner:মেসার্স ডাইজ এড টুলস পি., Gurdian: , Address:সিঙ্গা , Classification:কামখলা, Area:0.51680000 Acre,	Dies & Tools Limited
L4	LR Plot No:- 2146, LR Khatian No:- 3729	Owner:মেসার্স ডাইজ এড টুলস পি., Gurdian: , Address:সিঙ্গা , Classification:কামখলা, Area:0.02900000 Acre,	Dies & Tools Limited
L5	LR Plot No:- 2147, LR Khatian No:- 3729	Owner:মেসার্স ডাইজ এড টুলস পি., Gurdian: , Address:সিঙ্গা , Classification:কামখলা, Area:0.23900000 Acre,	Dies & Tools Limited
L6	LR Plot No:- 2145, LR Khatian No:- 3729	Owner:মেসার্স ডাইজ এড টুলস পি., Gurdian: , Address:সিঙ্গা , Classification:কামখলা, Area:0.15690000 Acre,	Dies & Tools Limited
L7	LR Plot No:- 2149, LR Khatian No:- 3729	Owner:মেসার্স ডাইজ এড টুলস পি., Gurdian: , Address:সিঙ্গা , Classification:কামখলা, Area:0.07280000 Acre,	Dies & Tools Limited
L8	LR Plot No:- 2015, LR Khatian No:- 3729	Owner:মেসার্স ডাইজ এড টুলস পি., Gurdian: , Address:সিঙ্গা , Classification:কামখলা, Area:0.07920000 Acre,	Dies & Tools Limited

Endorsement For Deed Number : I - 150607380 / 2024

On 16-07-2024

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 12:02 hrs on 16-07-2024, at the Office of the A.D.S.R. COSSIPORE DUMDUM by Mr ANIL KUMAR SARAF .

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 28,63,40,486/-

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

Execution is admitted on 16-07-2024 by Mr ANIL KUMAR SARAF, Partner, GRAP DEVELOPERS LLP (LLP), Godrej Genesis Room No 1006 10th Floor Block EP And GP Sector V, City:- , P.O:- Sech Bhaban, P.S:-Bidhannagar, District:- North 24-Parganas, West Bengal, India, PIN:- 700091

Identified by Mr Subrata Sardar, , Son of Mr G Sardar, C/o S K Lath And Co 6a K S Roy Road, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Execution is admitted on 16-07-2024 by Mr Anil Kumar Saraf, Director, Dies & Tools Limited (Public Limited Company), 35, Jessore Road, Nager Bazar, City:- , P.O:- Nagerbazar, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028

Identified by Mr Subrata Sardar, , Son of Mr G Sardar, C/o S K Lath And Co 6a K S Roy Road, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,00,028.00/- (B = Rs 2,00,000.00/- ,E = Rs 28.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 2,00,028/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/07/2024 1:27PM with Govt. Ref. No: 192024250116617268 on 11-07-2024, Amount Rs: 2,00,028/-, Bank: SBI EPay (SBlePay), Ref. No. 6890405564119 on 11-07-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,071/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 75,071/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 32523, Amount: Rs.100.00/-, Date of Purchase: 29/01/2024, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/07/2024 1:27PM with Govt. Ref. No: 192024250116617268 on 11-07-2024, Amount Rs: 75,071/-, Bank: SBI EPay (SBlePay), Ref. No. 6890405564119 on 11-07-2024, Head of Account 0030-02-103-003-02

Kaustava Dey

Kaustava Dey

**ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE
DUMDUM**

North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1506-2024, Page from 220083 to 220131
being No 150607380 for the year 2024.



Kaustava Dey

Digitally signed by KAUSTAVA DEY
Date: 2024.07.18 14:00:15 +05:30
Reason: Digital Signing of Deed.

(Kaustava Dey) 18/07/2024

**ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.**