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16/5/2021  
No. 817325591

Additional Registrar of Assurances-IV, Kolkata

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

Additional Registrar of Assurances-IV, Kolkata

**DEVELOPMENT AGREEMENT**

**THIS AGREEMENT** made this 3<sup>rd</sup> day of September Two thousand and Twenty-One **BETWEEN**

1 **PARTIES:**

- 3 SEP 2021

1.1 **OWNERS:**

1.1.1 **SUBURBAN ESTATES PRIVATE LIMITED** (having CIN U70101WB1949PTC018158 and PAN AAEC50692M) an incorporated Company within the meaning of the Companies Act, 2013 having its Registered Office at 23, Gopal Chandra Chatterjee Road, Kolkata 700002, Post Office Cossipore,

ill. S. Alam R

Sh.  
S. Alam

50723

DSP LAW ASSOCIATES  
Advocates  
4D Nicco House  
1B & 2 Hare Street,  
Kolkata - 700001

|                             |
|-----------------------------|
| NAME                        |
| ADD.                        |
| Rs.                         |
| - 5 AUG 2021                |
| SURANJAN MUKHERJEE          |
| Licensed Stamp Vendor       |
| C. E. No. 41                |
| 2 & 3, R 9 1st Floor, Kol-1 |

5 AUG 2021  
5 AUG 2021



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Identified by me  
 Jasobanta Swain  
 S/O Late. Karjit Swain  
 2/2, Brojen Mukherjee Road  
 Kolkata-700094  
 Occupation - Servant



Police Station Cossipore, represented by its Director Mr. Ranajit Chatterjee (DIN: 00726257, PAN: ADQPC4445E and Aadhaar No. 3852 1840 3442), son of Late Pranab Kumar Chatterjee, aged about 55 years, by religion Hindu, by occupation Advocate, by nationality Indian, residing at 33B, McLeod Street, Kolkata 700017, Post Office - Circus Avenue, Police Station - Park Street hereinafter referred to as "the **FIRST OWNER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-office and/or assigns) of the **FIRST PART; AND**

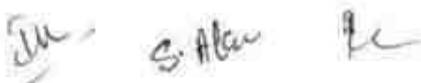
- 1.1.2 **ENCLAVE GUEST HOUSE PRIVATE LIMITED** (having CIN: U55101WB2004PTC097683 and PAN: AABCE5340H), a Company incorporated under the Companies Act 1956, having its Registered Office at 2A, Sarat Bose Road, Kolkata - 700 020, Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, represented by its Director Mr. Sarfaraz Alam (having DIN: 00726318, PAN: AHPPA4706K, Aadhaar No. 6713 0525 7792), son of Late Atiur Rahman, aged about 35 years, by religion Muslim, by occupation Business, by nationality Indian, residing at 118, Elliot Road, Kolkata - 700 016, Post Office Elliot Road, Police Station Park Street hereinafter referred to as "the **SECOND OWNER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or assigns) of the **SECOND PART; AND**

1.2 **DEVELOPER:**

- 1.2.1 **MAMTAMAYEE BUILDERS LLP** (LLPIN: AAG-4191 and PAN: ABCFM9587B) having its Registered Office at 304 Chandan Niketan, Third Floor, 52A, Shakespeare Sarani, Kolkata-700 017, Post Office Circus Avenue, Police Station Beniapukur, represented by its Designated Partner Mr. Ishan Karnani (DPIN: 02510230, PAN: AGAPK4693H and Aadhaar No.: 7126 5786 6713), son of Mr. Mahesh Karnani, aged about 31 years, by religion Hindu, by occupation Business, by nationality Indian, residing at P Auckland Square, Kolkata- 700 017, Post Office Circus Avenue, Police Station Shakespeare Sarani hereinafter referred to as "the **DEVELOPER**" (which expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include its partners for the time being, successors or successors-in-office and/or assigns) of the **THIRD PART;**

**SECTION-I # DEFINITIONS:**

- I **DEFINITIONS:** Unless in this Agreement there be something contrary or repugnant to the subject or context:-





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- 1.1.1 **"Agreed Ratio"** shall mean the ratio of sharing or distribution between the Owners and the Developer in Realizations and in several other matters referring to such ratio herein which shall be **40% (forty percent)** of the Owners, and **60% (sixty percent)** of the Developer.
- 1.1.2 **"Adjusted Ratio"** shall mean the ratio of sharing or distribution between the Owners and the Developer in several matters referring to such ratio herein which shall be **36.67% (thirty-six decimal sixty-seven)** of the Owners, and **63.33% (sixty-three decimal thirty-three percent)** of the Developer.
- 1.1.3 **"Appurtenances"** in relation to any Unit or constructed space shall mean the Share in Land attributable thereto and wherever the context so permits and intends shall include the proportionate undivided indivisible share in the Common Areas and Installations attributable thereto.
- 1.1.4 **"Building Complex"** shall mean New Building/s to be constructed at different portions of the Project Land along with the relevant Common Areas and Installations and wherever the context so permits or intends include the Project Land.
- 1.1.5 **"Building Plans"** shall mean the plan for construction of the New Buildings to be caused to be sanctioned by the Developer in the name of the Owners from the Kolkata Municipal Corporation and include all modifications and/or alterations as may be made thereto as also all extensions and/or renewals thereof.
- 1.1.6 **"Common Areas and Installations"** shall mean the areas, installations and facilities at or for the Building Complex as mentioned in the **SECOND SCHEDULE** hereto and the same shall be subject to modifications and alterations that may be made by the Developer in terms hereof.
- 1.1.7 **"Common Purposes"** shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the Transferees thereof; collection and disbursement of the Common Expenses; the purpose of regulating mutual rights, obligations and liabilities of the Transferees thereof; and dealing with all matters of common interest of the Transferees thereof.
- 1.1.8 **"Completion of Construction"** in respect of any of the New Building/s or part thereof shall mean the compliance of requirements mentioned in **clause 8.13** hereto.

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- 1.1.9 **“Developer’s Areas”** shall mean Units and Parking Spaces allocable to the Developer under **clause 9.3** hereto read with **clauses 9.4 and 9.6** hereto and include the Appurtenances thereof.
- 1.1.10 **“Developer’ Realization Share”** shall mean and include **60% (sixty percent)** of the Realizations to belong to the Developer.
- 1.1.11 **“Developer’s Allocation”** shall mean and include the Developer’s Areas and Developer’s Realization Share and all other properties and rights of the Developer in the Project in terms hereof or in pursuance hereof.
- 1.1.12 **“Encumbrances”** shall include encumbrances, mortgages, charges, security interest, liens, lis pendens, attachments, leases, tenancies, thika tenancies, occupancy rights, uses, debutters, trusts, bankruptcy, insolvency, acquisition, requisition, vesting, claims, demands, forfeitures and liabilities whatsoever or howsoever.
- 1.1.13 **“Extras and Deposits”** shall mean the amounts mentioned in **FOURTH SCHEDULE** hereto subject to any variations as per **clause 11.3** hereto.
- 1.1.14 **“New Buildings”** shall mean the one or more buildings and/or other structures that may be constructed by the Developer from time to time at the Project Land.
- 1.1.15 **“Owners’ Realization Share”** shall mean and include **40% (forty percent)** of the Realizations to belong to the Owners.
- 1.1.16 **“Owners’ Areas”** shall mean Units and Parking Spaces allocable to the respective Owners under **clause 9.2** hereto read with **clauses 9.4 and 9.5** hereto and include the Appurtenances thereof.
- 1.1.17 **“Owners’ Allocation”** shall mean and include the Owners’ Areas and the Owners’ Realization Share and all other properties and rights of the Owners in the Project in terms hereof or in pursuance hereof.
- 1.1.18 **“Owners’ Named Representative”** shall, unless changed by an intimation in writing given to the Developer hereafter in terms of **clause 14.1.7**, mean Mr. Ranajit Chatterjee representing the Owners.
- 1.1.19 **“Parking Spaces”** shall mean the spaces at the Building Complex including at covered space, open area or under a shade at the open area or mechanized multilevel systems at the open area for parking of motor cars and/or two-wheelers.

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

GRN Details

GRN: 192021220067361091 Payment Mode: Online Payment  
GRN Date: 01/09/2021 18:17:27 Bank/Gateway: HDFC Bank  
BRN : 1545804404 BRN Date: 01/09/2021 18:09:01  
Payment Status: Successful Payment Ref. No: 2001655406/2/2021  
(Query No\*:Query Year)

Depositor Details

Depositor's Name: MAMTAMAYEE BUILDERS LLP  
Address: 52A SHAKESPEARE SARANI KOLKATA 700017  
Mobile: 9163306924  
Contact No: 09163306924  
Depositor Status: Others  
Query No: 2001655406  
Applicant's Name: Mr Arun Kumar Senapati  
Identification No: 2001655406/2/2021  
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

| Sl. No.      | Payment ID        | Head of A/C<br>Description               | Head of A/C        | Amount (₹)    |
|--------------|-------------------|--|--------------------|---------------|
| 1            | 2001655406/2/2021 | Property Registration- Stamp duty        | 0030-02-103-003-02 | 75021         |
| 2            | 2001655406/2/2021 | Property Registration- Registration Fees | 0030-03-104-001-16 | 73021         |
| <b>Total</b> |                   |  |                    | <b>148042</b> |

IN WORDS: ONE LAKH FORTY EIGHT THOUSAND FORTY TWO ONLY.

- 1.1.20 "Pass Through Charges"** shall mean the Goods and Service Tax or any substitutes, additions or alterations thereof and any other impositions, levies or taxes (other than Income Tax) on the Transfer in favour of the Transferees.
- 1.1.21 "Project Land"** shall mean the pieces or parcels of Land with all existing rooms, structures, appendages and appurtenances situate lying at and being the amalgamated Premises No. 23, Gopal Chandra Chatterjee Road (formerly comprising of premises Nos. 23, 23/1, 23/2, 23/3, 23A, 23D/1 and 23E, Gopal Chandra Chatterjee Road), Police Station Cossipore, Kolkata- 700002, morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written;
- 1.1.22 "Project"** shall mean and include (a) development of Building Complex at the Project Land exclusively by the Developer, (b) identification and allocation of the Owners' Areas, the Developer's Areas and the Transferable Areas, (c) Transfer of the Transferable Areas to the Transferees and the collection of the Realizations in respect thereof from the Transferees and distribution of the same amongst the parties in the manner agreed to herein, and (d) administration of Common Purposes until handing over to the Association, all as per the terms and conditions hereof.
- 1.1.23 "proportionate" or "proportionately"** shall mean and refer to the proportion that the carpet area of any Unit bears to the carpet area of all the Units in the New Building.
- 1.1.24 "Real Estate Laws"** shall mean Real Estate (Regulation and Development) Act, 2016 as applicable to West Bengal and include the amendments and substitutes thereof and also all rules, regulations and byelaws in respect thereof.
- 1.1.25 "Realization"** shall mean and include the amounts received against Transfer of or otherwise in respect of the Units, Parking Spaces, Appurtenances and other Transferable Areas from time to time and include the consideration for any Transfer and any amounts on account of Nomination/Transfer Charges, Floor Rise Escalation and Preferred Location Charges or any other account received against any Transfer; but shall not include any amounts received on account of (a) Pass Through Charges and (b) Extras and Deposits contemplated in **clause 11.3** hereto.

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- 1.1.26 **"Security Deposit"** shall mean a sum of Rs.73,00,000/- (Rupees seventy-three lacs only) paid by the Developer to the Owners.
- 1.1.27 **"Shares in land"** shall mean the proportionate undivided share in the land of whole or part of the Project Land attributable to any Unit.
- 1.1.28 **"Transfer"** shall include transfers primarily by sale but with possibility of leases and otherwise as decided by the Developer in consultation with the Owners' Named Representative.
- 1.1.29 **"Transferable Areas"** shall mean the Units, Parking Spaces, other constructed spaces, private/reserved terraces/roofs with or without any facilities and all other areas at the Building Complex and Project Land capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise and shall also include any right, benefit or privilege at the Building Complex and Project Land capable of being commercially exploited and wherever the context so permits shall include the Appurtenances But save and except the Owners' Areas and the Developer's Areas.
- 1.1.30 **"Transferees"** shall mean the persons to whom any Owners' Areas, the Developer's Areas and the Transferable Areas in the Project is Transferred or agreed to be Transferred.
- 1.1.31 **"Units"** shall mean the independent and self-contained residential flats and/or apartments, non-residential office spaces, shops and other constructed spaces capable of being exclusively held used or occupied by person/s.

## 1.2 INTERPRETATION:

- 1.2.1 Reference to any clause shall mean such clause of this Agreement and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this Agreement and include any parts of such Schedule.
- 1.2.2 Headings, Clause Titles, Capitalized expressions and Bold expressions are given for convenience only.
- 1.2.3 Reference to the word "include" shall be construed without limitation.
- 1.2.4 The Schedules/Annexure and recitals hereto shall constitute an integral part of this Agreement and any breach of the stipulations contained in the Schedule shall be deemed to be a breach of this Agreement.

JK. S. Alan PC

**1.2.5** Reference to a document, instrument or agreement (including, without limitation, this Agreement) is a reference to any such document, instrument or agreement as modified, amended, varied, supplemented or novated from time to time in accordance with the provisions.

## **SECTION-II # RECITALS AND REPRESENTATIONS:**

### **2 RECITALS/REPRESENTATIONS:**

#### **2.1 RECITALS:**

**2.1.1** The Owners are fully seized and possessed of and well and sufficiently entitled to as the full and absolute owners of the Project Land and the First Owner owns **63% (sixty three percent)** undivided share therein and the Second Owner owns **37% (thirty seven percent)** undivided share therein.

**2.1.2** Pursuant to discussions between the parties and the representations as hereinafter contained, the Owners and the Developer have agreed that the Developer would (a) carry out the planning and construction of the Building Complex and (b) deliver the Owners' Areas to be constructed by the Developer on account of the Owners to the Owners and (c) be in management, administration and control of the Transfer of the Transferable Areas and execute and/or register agreement for sale, conveyances and other applications, allotments, contracts, receipts, instruments and writings in respect thereof in the capacity of Developer/Promoter for the same in favour of interested Transferees with sharing of the Realizations thereof by the Developer to the extent of the Developer's Realization Share and by the Owners to the extent of the Owners' Realization Share and (d) to carry out certain other acts, deeds and things pertaining to the Project and it was also agreed that the Developer would also be entitled to the Developer's Areas together with proportionate undivided share in the land attributable to the Developer's Areas with rights to hold, enjoy and/or transfer the same and receive the Realizations thereof exclusively and the Owners would retain the proportionate share in the land attributable to the Owners' Areas and Transfer the proportionate share in the land attributable to the Transferable Areas and the Developer's Areas directly in favour of the buyers/holders thereof.

#### **2.2 REPRESENTATIONS:**

**2.2.1 REPRESENTATIONS OF THE OWNERS:** The Owners have made the following several representations, assurances and warranties to the Developer which have been completely relied upon and believed to be true and correct by the Developer for the purpose of entering upon this Agreement and the transaction envisaged herein:

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- (i) That the Owners are the full and absolute owners of the Project Land in the above recited proportion and with good marketable title.
- (ii) That the facts about the Owners deriving title to the Project Land are contained in the **FIFTH SCHEDULE** hereto and the same are all true and correct.
- (iii) That the Project Land is free from all Encumbrances whatsoever or howsoever and the Owners are in continuous open vacant and peaceful possession of the Project Land and the same has been duly secured by boundary walls on all sides with frontage alongside public roads namely Gopal Chandra Chatterjee Road.
- (iv) That the Project Land is amalgamated into a single holding and is mutated in the names of the Owners in the records of the Kolkata Municipal Corporation.
- (v) That there is no injunction, status quo, impediment, obstruction, restriction or prohibition in the Owners entering upon this Agreement and/or in the development and transfer of the Project Land nor is there any notice or proceeding affecting the same.
- (vi) That there is no notice of acquisition or requisition or alignment received or pending in respect of the Project Land or any part thereof.
- (vii) That the Project Land or any part thereof does not contain any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 as certified by the No Objection Certificate dated 16.10.2020 issued by the Competent Authority under the said Act of 1976.
- (viii) That the Project Land or any part thereof has not been attached or forfeited and/or is liable to be attached or forfeited under any laws or order or decree of any authority or Court of Law or due to Income Tax, Foreign Exchange, Money Laundering or any other Statutory Dues or Public Demand.
- (ix) That all the original documents of title as per list mentioned in the **Seventh Schedule** hereto in respect of the Project Land are delivered by the Owners to the Developer and are in the custody of the Developers and no document of title in relation to the Project Land has been deposited by the Owners with anyone nor seized by any authority nor used as security or collateral security or bond or otherwise in respect of any activity or transaction whatsoever.

*Sd/-* S. Alan *lc*

- (x) That the Owners or any of them have not entered upon any agreement or contract with any other person in connection with the Project Land or any part thereof or its development/sale/transfer nor have executed any power of attorney in favour of any person nor have otherwise dealt with the Project Land or any part thereof prior to the execution of this Agreement.
- (xi) That there are no pending legal proceedings filed or pending by or against the Owners and/or their Directors in respect of the Project Land nor have the Owners or any of them or their Directors extended any security and/or guarantee which are likely to affect the Project Land in any manner whatsoever.
- (xii) That there is no notice or proceeding of winding up or bankruptcy or insolvency proceedings or under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or the Companies Act or Bankruptcy & Insolvency Code or before the Debts Recovery Tribunal or before any Court or Tribunal filed or pending against the Owners or any of them.
- (xiii) That there is no difficulty in the compliance of the obligations of the Owners hereunder.

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

- (i) The Developer is carrying on the business of construction and development of real estate and has infrastructure, expertise and resources in this field.
- (ii) The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.
- (iii) Subject to the terms hereof, there is no difficulty in compliance of the obligations of the Developer hereunder, including adherence of time schedules.

**2.3** The parties are now entering upon this Agreement to put into writing all the terms and conditions agreed between them in connection with the Project and the respective rights and obligations of the parties in respect of the same as hereinafter contained.

**SECTION-III # WITNESSETH:**

*DL*      *S. Alor*      *PC*



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

**3 AGREEMENT AND CONSIDERATION:**

- 3.1** The Owners hereby grant to the Developer exclusive rights, interest and authority in respect of the Project Land to develop the same by constructing the Building Complex thereon and to Transfer the Developer's Areas and be in management, administration and control of Transfer of the Transferable Areas therein and execute and/or register agreement for sale, conveyances and other applications, allotments, contracts, receipts, instruments and writings in respect thereof in the capacity of Developer/Promoter in favour of the interested buyers/Transferees in the manner hereinstated and to be entitled to the Developer's Allocation and other rights as morefully hereinafter contained and in consideration thereof and further in consideration of the obligations, covenants, terms and conditions contained herein and on the part of the Owners to be observed, fulfilled and complied with, the Developer has agreed to the same on the terms and conditions hereinafter contained.
- 3.2** With effect from the date hereof, the Developer shall have the sole and exclusive rights, authorities and entitlements to (a) develop and construct or cause to be developed and constructed the Building Complex at the Project Land and (b) administer the Project in the manner and until the period as morefully contained herein and (c) Transfer the Developer's Areas and be in the management, administration and control of the Transfer of the Transferable Areas in the manner hereinstated and (d) the Developer' Allocation and (e) all other properties benefits and rights of the Developer hereunder **And** the Owners shall be entitled (a) to the Owners' Allocation and (b) all other properties benefits and rights of the Owners hereunder on and subject to the terms and conditions hereinafter contained.
- 3.3** The Building Complex shall be constructed or caused to be constructed by the Developer at its own costs and expenses. The Owners hereby agree to sell and transfer the shares in land attributable to the Transferable Areas and to the Developer's Areas in favour of the concerned Transferees and the consideration for the same shall be the Owners' Realization Share and cost of construction of the Owner's Areas.
- 3.4** The agreement and the rights of the Developer shall be and remain valid and subsisting at all times and cannot be unilaterally cancelled by the Parties except only in accordance with any specified terms and conditions if mentioned herein.

**4 LAND RELATED OBLIGATIONS OF OWNERS:**

*SA* S. Alan *PC*

- 4.1 **ATTRIBUTES REQUIRED FOR SAID LAND:** The Owners shall be wholly responsible and liable to cause and ensure the availability of the Project Land towards the development and Transfer in terms hereof. The Owners shall comply with and meet the following criteria and requirements at their own costs and expenses.
- 4.2 **Marketable Title:** The Owners shall continue to make out good marketable title in respect of the Project Land. The Owners shall have complete responsibility in respect of the ownership and title of the Project Land and for ensuring a marketable title in respect of the Project Land to the Developer and all Transferees and the Owners agree not to create any Encumbrance or do any act deed or thing which may result in any defect in their title to the Project Land. Any objection or claim of any person in respect of the Project Land shall be dealt with and settled and cleared by the Owners. The Owners agree to answer and comply with all Requisitions on title that may be raised from time to time by the Developer or any Transferee.
- 4.3 **Free from Encumbrances:** The Owners have agreed that the said premises is and shall be free from all Encumbrances. The Owners shall cause and ensure that the Project Land is free from any Encumbrance, restriction or prohibition for its development and/or allocation or Transfer in any manner.
- 4.4 **Mutation and Amalgamation:** The Project Land has been caused to be amalgamated the earlier entire municipal Premises Nos. 23, 23/1, 23/2, 23/3, 23A, 23D/1 and 23E, Gopal Chandra Chatterjee Road into the Project Land from the Kolkata Municipal Corporation.
- 4.5 **Physical Possession:** There is or shall be no claim or interference or obstruction of any other person as regards possession of the Project Land or any part thereof.
- 4.6 **Direct Access:** The Project Land has and shall continue to have direct access from the abutting more than 30 feet wide public road namely Gopal Chandra Chatterjee Road with a frontage of more than 140 feet alongside such road.
- 4.7 **Clearances:** The Owners shall apply for and the Developer shall obtain, at its own cost, any other permissions, clearances or certificates from any Appropriate Authority as may be required due to change in law in respect of the land and/or title of the Project Land or to make the same fit for sanction and development.
- 4.8 **Defects/Deficiencies:** In case any defect in title or Encumbrance or claims, objections or litigations on title or possession found or arises the same shall be rectified and cured by the Owners at their own costs and expenses within **60 (sixty) days** from the same arising or being detected with provision for extension of time in

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deserving cases on mutual agreement of the parties. Any error, defect, discrepancy, omission, inconsistency or mis-description in mutation and/or assessment records of Kolkata Municipal Corporation or lack of any other attributes stated in **clause 4** shall also be cured and remedied by the Owners at the costs and expenses of the Developer within a reasonable time and with utmost expedition.

**4.9 TIME AND COSTS AND EXPENSES FOR OBLIGATIONS OF OWNERS :**

Unless otherwise expressly mentioned the time for compliance of the several obligations of the Owners shall be within **30 (thirty) days** from the date of execution hereof or as mutually agreed in writing to be extended or if the situation for the same arises later then within **30 (thirty) days** of the situation arising and all costs, charges, and expenses on any account whatsoever in respect of the several obligations of the Owners contained herein shall be borne and paid by the First Owner except those specific obligations of the Second Owner.

**5 TITLE DEEDS & OTHER DOCUMENTS:**

**5.1** It is recorded that all original documents of title as per list contained in Seventh Schedule hereto forming part of the chain of title relating to the Project Land have been delivered by the Owners to the Developer.

**5.2** The Developer shall be entitled from time to time and at all times to produce or deliver the original documents of title to any person, transferee, authority and/or Financers in respect of any loan or finance taken by it in terms of **clause 10.7** hereto. The expression "Financers" used in this agreement shall include banks or financial institutions and other persons who may be providing loans, advances or finances to the Developer and/or the Transferees.

**6 POSSESSION:**

**6.1** It is recorded that the Owners have delivered vacant and peaceful possession of the Project Land to the Developer at or before the execution hereof.

**7 PLANNING OF THE PROJECT:**

**7.1 PLANNING:** The planning and layout for the development of the Project Land including, inter alia, the decision on one or more Building Complex and the size and height each thereof, the design, concept and layout of the Building Complex and also of landscaping, plantation, walkways, driveways at the Project Land, the number and area and type of use of Units and other Transferable Areas in one or more New Buildings and other portions of the Project Land shall be done by the Developer.

*Signature: S. Alan PC*

- 7.1.1 The Owners through the Owners' Named Representative shall be at liberty to provide their suggestions and inputs in the planning of the Project without increasing costs of the Developer in respect of the Project but the incorporation of the same shall be at the sole discretion of the Developer in consultation with the Architect.
- 7.2 **PHASES:** The Developer shall be free to plan, commence and continue the construction and development of the Project Land or any part thereof in multiple phases as the Developer may deem fit and proper with sharing of all or any of the Common Areas and Installations.
- 7.3 **SURVEY AND SOIL TESTING:** The Developer shall at its own costs and expenses carry out necessary survey and soil testing and other preparatory works in respect of the Project Land.
- 7.4 **BUILDING PLANS:**
- 7.4.1 **PREPARATION AND APPROVAL:** The Developer shall cause to be prepared the proposed Building plans and send a copy of the Building Plans to the Owners. The Owners shall within **15 (fifteen) days** of receiving the proposed plans offer their suggestions, if any, thereon to the Developer which shall be considered by the Developer and shall finally leave the same for the consideration of the Architect whose decision on the same shall be final.
- 7.4.2 **MODIFICATIONS AND ALTERATIONS:** The Developer shall be entitled from time to time to cause modifications and alterations to the new sanctioned plans or revised sanctioned plans in such manner and to such extent as the Developer may deem fit and proper **Provided That** in case due to any such modification or alteration the total constructible area gets reduced, the Developer shall obtain the consent of the Owners' Named Representative in respect thereof, and in such circumstances the areas and allocations of the parties will get proportionately reduced.
- 7.5 **APPROVALS FOR SANCTION AND DEVELOPMENT:** Save the clearances agreed to be obtained by the Owners, the Developer shall, at its cost, in its name or in the names of the Owners, apply for and obtain all permissions, clearances, no objection certificates and other approvals required for sanction of the Building Plans and carrying out the development at the Project Land, including those required from Pollution Control Authority, Airport Authority, Fire Service Authorities, Police Authorities, Municipal Authorities any other Statutory Authorities and shall be entitled to gift portions of the Project Land to Kolkata Municipal Corporation in

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connection with sanction of plans. The Developer shall also obtain necessary partial and/or full Completion/Occupancy Certificate from the Kolkata Municipal Corporation and bear the costs thereof.

- 7.6 **SIGNATURE AND SUBMISSION:** The Owners shall sign, execute, submit and deliver all applications, undertakings, declarations, affidavits, plans, gift deeds to Kolkata Municipal Corporation, boundary declarations, undertakings, letters and other documents and do all acts deeds and things as may be required by the Developer in connection with the application and/or obtaining the sanction of the Building Plans and for obtaining any sanctions and/or approvals required to be obtained by the Developer and/or for commencing or carrying out the Development at the Project Land and for obtaining any utilities and permissions thereat.

## 8 CONSTRUCTION OF THE NEW BUILDING:

- 8.1 **DEMOLITION:** The Owners may at their own costs and expenses cause demolition of the existing buildings and structures at the Project Land before the date of sanction of Building Plans save any rooms specified by the Developer not to demolish. In case the Owners fails to do so, the Developer shall be entitled from time to time to demolish all existing buildings and structures at the Project Land as per its planning and requirement. The Developer shall continue usage of the existing constructions or such parts thereof as may be required for its project office, storage, administration, security and other related purposes. As and when the Developer demolishes any existing buildings and structures, the same shall be done on behalf of the Owners and the net proceeds realized from the disposal of the debris etc., shall belong to the Owners and the cost of demolition shall be borne and paid by the Owners.
- 8.2 **BOUNDARY WALL:** The Developer shall, if required, repair the boundary walls wherever damaged, at its own cost.
- 8.3 **GOOD CONSTRUCTION:** The Developer shall construct erect and carry out the development at the Project Land or cause the same in a good and workman like manner with good quality of materials with the specifications mutually agreed and accepted between the parties and mentioned in the **THIRD SCHEDULE** hereto (or equivalent substitutes in quality/value thereof) and upon due compliance of the Building Plans and laws affecting the same. The Developer shall have the sole and complete rights and obligations in respect of all aspects of development and construction. The Owners shall not be responsible for any accident or mishap at the project site during construction.

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- 8.4 **REAL ESTATE LAWS:** 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 Owners shall co-operate and assist the Developer in respect thereof and shall also comply with all necessary requirements under the Real Estate Laws required to be complied with by Land Owners.
- 8.5 **TEAM:** The entire team of people required for the execution of the Project shall be such person as may be selected and appointed by the Developer in its sole discretion. All persons employed by the Developer for the purpose of construction such as architects, contractors, laborers, care-takers etc., shall be the persons under the appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc. or their acts in any manner whatsoever and shall have no responsibility towards the architect and/or contractors laborers caretaker etc. or for the compliance of the provisions of labor laws, payment of wages, payment of P.F., E.S.I. etc., maintenance of records of laborers etc. and all the responsibilities in this regard shall be that of the Developer and the Owners shall be kept protected and harmless against any action, if taken against the Owners for non-compliance or violation of the said requirements.
- 8.6 **UTILITIES:** The Developer shall be entitled to utilize the existing available and/or modify or alter or apply for and obtain new connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities (whether temporary or permanent) from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the proposed Project.
- 8.7 **COMMON AREAS AND INSTALLATIONS:** The Developer shall identify the Common Areas and Installations in the Project Land meant jointly or individually for the Building Complex and/or the Project Land as a whole and also for all or some of the Transferees and/or Transferable Areas. The Developer shall be entitled to:-
- 8.7.1 Allow or permit only phase wise and/or provisional and/or partial use of any of the Common Areas and Installations until completion of construction of the Building Complex or until such earlier time as the Developer may deem fit and proper;
- 8.7.2 Provide for separate entrances and other Common Areas and Installations for different groups of Transferees.

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- 8.8 **AREAS:** The carpet area shall be as per applicable Real Estate Laws and shall be provided by the Developer and the built-up and super built-up area in respect of all the Units and other Transferable Areas in the Project shall be such as be certified by the Architect of the Building Complex.
- 8.9 **MANAGEMENT, CONTROL & AUTHORITY:** With effect from the date of execution of this Agreement, the Developer shall have exclusive and unobstructed right to administer the Project. The Owners hereby agree and confirm that the Developer shall have all the authority to carry out the planning and development of the Project including the following:-
- 8.9.1 To set up site office, put up the hoardings/boards, bring out brochures and commence the preparatory works for Transfer of the proposed Project at the Developer's cost.
- 8.9.2 To display the board/hoardings of its group companies at the Project Land and the Building Complex.
- 8.9.3 To apply for and obtain at the cost of the Developer, all permissions, approvals and clearances from any Appropriate Authority for all or any of the purposes connected with the planning or development or Transfer of the Building Complex from the Government or any other person.
- 8.9.4 To represent the Owners before all Appropriate Authorities and Government and also all electricity, water, drainage, sewerage, technology driven and other service providers.
- 8.9.5 To pay various fees, costs and charges to the concerned authorities as may be necessary for the purpose of carrying out the development work on the Project Land and to claim refund of such deposits so paid and to give valid and effectual receipts in connection with the refund of such deposits in its own name or in the name of the Owners or in the joint names, as may be required.
- 8.9.6 To obtain necessary partial and/or full Completion/Occupancy Certificate from the Kolkata Municipal Corporation.
- 8.10 **NAME:** The name of the Project shall be such as the Developer and the Owners may mutually decide.
- 8.11 **CO-OPERATION:** For all or any of the purposes contained hereinabove and required by the Developer, the Owners shall render all assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the

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Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time promptly and without any delay, failing which the time periods for construction by the Developer shall stand automatically extended by the periods of delay on the part of the Owners.

**8.12 TIME & COSTS FOR PLANNING AND CONSTRUCTION:**

**8.12.1 TIME:** Subject to the Owners not being in default in compliance of its obligations hereunder and subject to Force Majeure, the Developer shall :

- (i) Cause sanction of building plans within **9 (nine) months** from the date of execution hereof;
- (ii) Cause the Completion of Construction of the first phase of the Building Complex within **36 (thirty six) months** from the date of sanction of Building Plans.

**8.12.2** There shall be an extended period of **6 (six) months** beyond the time stipulations mentioned above. The Developer shall be entitled to an additional **6 (six) months** in respect of the time for Completion of Construction in view of the Covid Pandemic and the time may further be extended by mutual consent if the situation so requires owing thereto.

**8.13 COMPLETION OF CONSTRUCTION:** The construction of New Building/s shall be deemed to have been completed on the issuance of Completion Certificate in respect thereof by the Kolkata Municipal Corporation.

**8.13.1** It is clarified that the elevation works and decoration and beautification works, landscaping works, pavements, permanent connections relating to the common amenities may be continued and carried out after Completion of Construction.

**8.14 COSTS AND EXPENSES:** All fees costs and charges payable for sanction, modification, alteration and/or revision of Building Plans and obtaining Approvals connected therewith and all costs of construction and development of the Building Complex at the Project Land as aforesaid shall be borne and paid by the Developer.

**8.15 ADDITIONAL/FURTHER CONSTRUCTION:** Upon sanction of the Building Plans, the Developer shall, if so and as is thereafter possible/permissible to be caused to be sanctioned and constructed, be entitled to apply for sanction of additional/further constructions (including any incremental parking space) beyond those sanctioned under the Building Plans. In case such additional area is

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sanctioned, the same shall form part of the Transferable Areas. The sanction fee in respect of the same shall be borne and paid by the Owners and the Developer in the Agreed Ratio and the costs of construction of this additional area shall also be borne and paid by the Developer and the time taken due to such additional/further construction shall be added to the time stipulated for sanction and Completion of Construction hereunder. The Owners and Developer shall share the realization from transfer of such additional areas in the Agreed Ratio.

**9 ALLOCATIONS, RESPECTIVE AREAS AND CONNECTED RIGHTS AND OBLIGATIONS:**

9.1 In the Building Complex, the Owners and the Developer shall be allocated the Owners' Areas and the Developer's Areas as hereinafter contained.

9.2 **Owners' Areas:** The Owners shall be allocated Residential Units with a super built-up area of about **2100 Square feet** more or less on a portion of the first floor of the proposed New Building with Appurtenances as and being the Owners' Areas as follows:-

9.2.1 5 (five) Residential Units with a super built-up area of 2100 Square feet more or less Together With the Appurtenances thereof shall be allocated to the Owners jointly for providing to the (a) Vendors to the Indentures of Conveyance dated 23<sup>rd</sup> August, 2017, 4<sup>th</sup> September, 2017 and 23<sup>rd</sup> September, 2017 as stated in **clause 2.3.5 of the Fifth Schedule** hereto being namely Krishnendu Chattopadhyay, Dibyendu Chattopadhyay, Sanat Kumar Chatterjee and Jhuma Chatterjee (hereinafter referred to as "**23E Erstwhile Owners**") and (b) former tenant as stated in **clause 6 of the Fifth Schedule** hereto (hereinafter referred to as "**Former Tenant**") and in due discharge of the obligations of the Owners contained therein. The Owners shall be responsible and liable to deal with these Vendors and former tenant in all manner to ensure that they do not raise any objection, obstruction, impediment or disturbance in the Project in any manner and to make them agreeable to accept the said 5 residential Units allocated as aforesaid to their respective satisfaction and the Developer shall render necessary co-operation and assistance to the Owners therefor.

9.3 **Developer's Areas:** The Developer shall be allocated as and being the Developer's Areas, Residential Units with a super built-up area of 4,350 Square feet more or less on the fifth floor of the proposed New Building Together With the Appurtenances exclusively.



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- 9.4 **Location of Owners' Areas and Developer's Areas:** The Owners and the Developer have mutually agreed that the Units forming part of the Owners' Areas shall be on the first floor of the New Building and the Developer's Areas shall be on the fifth Floor of the New Building and shall be identified within **15 (fifteen) days** of submission of the Building Plans for sanction to the Kolkata Municipal Corporation. In case upon sanction of the Building Plans, the actual areas of the Units comprised in the Owners' Areas or Developer's Areas increase or decrease, then the parties shall do a pro-rata adjustment and the final Units upon such adjustment shall thenceforth comprise in the respective Owners' Areas and Developer's Areas. If the areas cannot be exactly matched, the Developer shall pay or receive to or from the Owners the market value of the differential area (on the basis of booking rates at launch) within **15 (fifteen) days** of the allocation.
- 9.5 **Construction and Ownership of Owners' Areas:** The Owners' Areas shall be constructed or caused to be constructed by the Developer on behalf and account of the Owners and the consideration for sale of the Share in Land attributable to the Units in the Developer's Areas shall be and be deemed to be the cost of construction of the Owners' Areas without any further or other amount being required to be paid by the Owners to the Developer therefor and the Owners shall thereby own and automatically become the owners of the same by virtue of such construction being made on their behalf.
- 9.6 **Construction and Ownership of Developer's Areas:** The Developer's Areas shall be constructed or caused to be constructed by the Developer on its own behalf and account and the Developer shall thereby own and automatically become the owners of the same.
- 10 TRANSFERABLE AREAS AND TRANSFER AND MANNER:**
- 10.1 **TRANSFER:** The Transfer of all Transferable Areas in the Project (save as provided in **clause 12** hereto) shall be under the control and management of the Developer. The parties shall Transfer the Transferable Areas to the Transferees selected by the Developer wherein the proportionate shares in the land attributable to the concerned Transferable Areas shall be Transferred or agreed to be Transferred by the Owners in the manner hereinafter provided and the constructed areas and all other rights, title or interest shall be Transferred or agreed to be so done by the Developer and the Owners collectively in the manner hereinafter provided. The Owners shall be entitled to recommend to the Developer interested buyers.
- 10.2 **MANNER OF TRANSFER:** The parties agree to the following terms and conditions in respect of the Transfer of the Transferable Areas:-

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- 10.2.1 **Rate and Price for Transfer:** The rates at which the Developer shall take booking for Transfer of the Transferable Areas, from time to time, shall be such as finalized by the parties by mutual consent of the Developer and the Owners' Named Representative in writing before the commencement of bookings in the Project and any downward revision of the same by the Developer shall require the prior written consent of the Owners' Named Representative which consent shall not be unreasonably withheld. Any upward revision overall or in respect of any particular Unit shall be intimated by the Developer to the Owners Named Representative in writing. After the payment of sanction fees in respect of the Building Plans the parties shall record in writing the said rates of booking finalized between them.
- 10.2.2 **Publicity:** The Developer shall have exclusive rights in respect of the advertisement and signages to be placed at the Project Land and the Building Complex. The Developer shall be entitled to advertise for Transfer of the Project in all media and to negotiate and settle the costs and other terms of transfer with the intending Transferees and use its brands and logo that of **Isha Group**.
- 10.2.3 **Marketing Agents:** The marketing of the Project shall be done by the Developer directly or through Marketing Agents, brokers, sub-brokers and other agents selected, appointed and/or discontinued by the Developer.
- 10.2.4 **Bookings and Allotments:** The Developer shall accept bookings and make allotments, in respect of any Unit, Parking Space or other Transferable Areas in favour of any Transferees and to cancel revoke or withdraw the same if the situation so warrants according to the Developer at the agreed rates and prices.
- 10.2.5 **Signatures to Agreements and Deeds:** The agreements and final Transfer deeds or deeds relating to Transfer of the Units, Parking Spaces and other Transferable Areas shall be executed by the authorized signatory of both the Owners and the Developer. The Owners shall also by power of attorney to be executed in pursuance hereof authorize the Developer or its nominee to sign the agreement for sale, sale deed and other documents of Transfer on behalf of the Owners. The Developer shall from time to time inform the Owners Named Representative by email or whatsapp or SMS about the date, tentative time and place of execution of agreement/s for sale with the Transferees at least three days in advance and the Owners agree to send an authorized common Director of the Owners to be present for such execution

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(and registration wherever applicable). In case of the authorized common Director of the Owners not being present at the appointed date and time due to any reason whatsoever, the Developer shall sign the agreement/s for sale as the constituted attorney of the Owners and send a copy of such agreement/s to the Owners by email at the earliest. The sale deeds and other instruments, contracts and documents of transfer in favour of the Transferees may be signed by the Developer as constituted attorney of the Owners without being required to send any prior information thereabout to the Owners.

- 10.2.6 The Developer shall deliver possession of the Transferable Areas (except Residual Areas of the Owners) directly to the Transferees thereof.
- 10.3 **ADVOCATES:** All documents of transfer or otherwise shall be such as be drafted by DSP Law Associates, Advocates of 4D Nicco House, 1B & 2 Hare Street, Kolkata-700001.
- 10.4 **ADVERTIZEMENT & PUBLICITY COSTS:** The Developer shall pay the advertisement and publicity costs in respect of the Project.
- 10.5 **MARKETING & BROKERAGE COSTS:** The parties shall bear the marketing and brokerage costs, that may be incurred, in respect of Transfer of the Transferable Areas in the Adjusted Ratio. However, the liability of the Owners shall not exceed 2% of the Owners' Realization Share.
- 10.6 **INTEREST ETC. TO TRANSFEREES ETC.:** In case any liability, interest, damage or compensation is payable to any Transferee or other person relating to the Project, owing to delay or default on the part of the Owners alone in compliance of its obligations hereunder or under the agreements to be entered with the Transferees, the same shall be payable by the Owners exclusively. In case any liability, interest, damage or compensation is payable to any Transferee or other person relating to the Project, owing to delay or default on the part of the Developer alone in compliance of its obligations hereunder or under the agreements to be entered with the Transferees, the same shall be payable by the Developer exclusively. Save as hereinbefore contained in this clause in case any liability, interest, damage or compensation is payable to any Transferee or other person relating to the Project the same shall be payable by the Owners and the Developer in the Adjusted Ratio.
- 10.7 **LOANS BY TRANSFEREES:** The Transferees shall be entitled to take housing loans for the purpose of acquiring specific Units and Transferable Areas from banks, institutions and entities granting such loans. The Owners and the Developer shall

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render necessary assistance and sign and deliver such documents, papers, consents etc. as be required in this regard by such banks, institutions and entities Provided That there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Project/Project Land except the Unit and appurtenances under Transfer and save those occasioned due to cancellation of the agreement with the Transferee.

- 10.8 **FINANCE AND MORTGAGE:** The Owners hereby agree and permit the Developer to obtain loans and finance for development of the Building Complex at the Project Land from any Banks and/or the Financial Institutions and/or Non-Banking Financial Companies and/or Recognized Foreign Direct Investors by mortgaging and charging the Developer's Allocation and the Project Land without however creating any financial obligation upon the Owners and without creating any charge or lien on the Owners Realization Share. All interest and other amounts applicable to such loans and finances shall be exclusively to the account of Developer. The Owners agree from time to time to provide consents, confirmation and no objections or other documents as may be required for such mortgage or charge to be created by the Developer and also agree to sign necessary loan and other agreements and power of attorney with the bankers or financiers in connection with the above.

11 **REALIZATIONS IN RESPECT OF TRANSFERABLE AREAS, EXTRAS AND DEPOSITS AND DISTRIBUTION AND SECURITY DEPOSIT:**

- 11.1 The Owners shall be entitled to its share of the Realizations as per the Agreed Ratio and the Developer shall be entitled to (a) its share of the Realizations as per the Agreed Ratio and (b) the entirety of all Extras and Deposits.
- 11.2 **MODUS OF DISTRIBUTION:** The Developer shall be entitled to receive the Realizations (including booking amounts, earnest money, part payments, consideration), Pass Through Charges, Extras & Deposits and other amounts on any account receivable from the Transferees of the Transferable Areas. All Extras & Deposits shall be taken separately by the Developer in the name of the Developer alone. All Realizations and Pass Through Charges shall be deposited in a separate bank account of the Developer (**Special Escrow Account**). There shall be standing irrevocable instructions to the bank holding the Special Escrow Account about transfer of the funds therein to the respective bank accounts of the Owners and the Developer as follows:-
- 11.2.1 The entire Pass Through Charges shall be transferred to a bank account of the Developer for the Developer to comply with the formalities.

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11.2.2 After disbursement of the amount in connection with the Pass Through Charges as per **clause 11.2.1** above, the following transactions shall take place from the Special Escrow Account in respect of all Transfers.

- (i) A sum equivalent to **2% (two percent)** shall be transferred in a separate bank account of the Developer to meet the payments on account of cancellation/refunds of the bookings made by the applicants and other contingencies. This amount shall be credited to and kept in a separate account and the balance remaining in the said account shall be distributed between the Owners and the Developer in the Ratio of 40:60 after the Project is sold jointly and/or the balance transferable area if any is divided between the Owners and the Developer. However, in case of there being any shortfall in this account, both the parties shall contribute the shortfall in the said ratio of 40:60 and the Owners shall pay their share within **7 (seven) days** of being notified in writing by the Developer.
- (ii) A sum equivalent to **0.7334% (zero decimal seven thousand three hundred thirty-four percent)** shall be remitted in a separate bank account of the Developer towards the Owner's share of the brokerage costs payable as per clause 10.5 hereto. In case any Unit is not Transferred through broker/agent, then the amounts received by the Developer in respect of such Unit under this clause shall be reimbursed by the Developer to the Owners on or before the end of the relevant month. After the Project is sold and/or the balance transferable area if any is divided between the Owners and the Developer, if it is found that the amount remitted as per this clause is more or less than the liability of the Owners, the Owners shall pay or receive the differential amount to or from the Developer.
- (iii) **58.8% (fifty eight decimal eighty percent)** shall be remitted to a separate bank account of the Developer and belong to the Developer.
- (iv) **28.4666% (twenty-eight decimal four thousand six hundred sixty-six percent)** shall be remitted to the specified bank account of the Developer towards *pro tanto* refund of the Security Deposit. This transfer shall continue until refund/adjustment of the Security Deposit whereafter the same shall be remitted to the specified bank account of the Owners.
- (v) **10% (ten percent)** shall be remitted to the specified bank account of the Owners to belong to the Owners.

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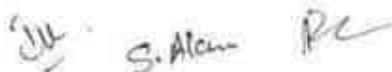
- (vi) It is clarified that the amounts mentioned in **sub clauses (ii), (iv) and (v)** alongwith **40% (forty percent)** of the amount mentioned in **sub clause (i) of clause 11.2.2** above constitute the Owners' Realization Share of the concerned amount deposited in the Special Escrow Account and payment of the same shall be made after deducting TDS under the Income Tax at applicable rates and the amounts mentioned in **sub clause (iii)** alongwith **60% (sixty percent)** of the amount mentioned in **sub clause (i) of clause 11.2.2** above constitute the Developer's Realization Share of the concerned amount deposited in the Special Escrow Account.
- (vii) It is further clarified that the distribution as per **clause 11.2.2** and its sub-clauses above shall be subject to the provisions of the laws for the time being in force including the Real Estate Laws and if so required by the Developer, the parties shall enter upon mutually agreed terms to implement the same. It is further clarified that if more than one account are opened in accordance with the laws, then the account from which disbursals to the parties shall be permitted under law, shall be treated as the Special Escrow Account.
- 11.3 **EXTRAS AND DEPOSITS:** All Extras and Deposits as per the **FOURTH SCHEDULE** hereto that may be agreed to be charged by the Developer directly from any Transferee shall be taken and deposited by the Developer separately in its separate bank accounts. The Developer shall be free to add or alter the particulars of Extras and Deposits as mentioned in the **FOURTH SCHEDULE** hereunder written. The residue remaining with the Developer on account of Deposits shall, upon formation of the Association in respect of the Project, be handed over to such Association by the Developer after adjusting the dues and arrears receivable by the Developer.
- 11.4 **ACKNOWLEDGMENTS:** The Developer shall be and is hereby authorized to issue receipts on behalf of itself and the Owners for the amounts so received which shall fully bind both the Owners and the Developer.
- 11.5 **CANCELLATION OF BOOKINGS/AGREEMENTS:** In case of cancellation of any Bookings or Allotment or Agreements or contracts with any Transferee, the amounts refundable to the Transferees owing thereto shall be paid by the Owners and the Developer firstly in terms of **clause 11.2.2 (i)** hereto and any interest or compensation shall be payable in terms of **clause 10.5** hereto and any shortfall arising thereafter shall be paid in the ratio of 40:60 by the Owners and the Developer respectively. It is clarified that if any part of the Realizations of the parties from the concerned Transferee, whose booking gets cancelled, remains in any Escrow Bank

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Account, then to that extent the same shall be refunded from such the Escrow Bank Account.

- 11.6 **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.
- 11.6.1 **MONTHLY REPORTS:** The Developer shall send to the Owners monthly reports pertaining to Transfer of Transferable Areas by the Developer as well as monthly Statements of all bank accounts mentioned in Clauses 11.2, 11.2.1, 11.2.2 (except the individual bank accounts of the Owners and the Developer as per clause 11.2.2(iii) to 11.2.2(v) hereto) on monthly basis. The Developer shall provide viewing rights in respect of the Special Escrow Account and all the other bank accounts mentioned in Clauses 11.2, 11.2.1, 11.2.2 (except the individual bank accounts of the Owners and the Developer as per clause 11.2.2(iii) to 11.2.2(v) hereto).
- 11.7 **ERRORS AND OMISSIONS:** All payments made by the parties to each other shall be subject to any errors or omissions and the consequent accounting and settlement when detected.
- 11.8 **INTEREST:** In case owing to the Developer's default or negligence, the payment of the Owner's share in the Realizations is not made to the Owner within the end of the month in which the same falls due, the Developer shall be liable to pay interest @12% per annum on the amount in default for the period of delay. Similarly, in case owing to the Owner's default or negligence, the payment of the Developer's share in the Realizations is not made to the Developer within the end of the month in which the same falls due, the Owners shall be liable to pay interest @12% per annum on the amount in default for the period of delay.
- 11.9 **RECORDS AND INSPECTION:** The Owners shall upon giving **72 (seventy two hours)** hours' notice to the Developer have full and free access and liberty to inspect such separate Books of Accounts of the Developer relating to transactions for Transfer of the Building Complex. For the purpose of accounting and settlement, the parties shall, if so required by the Developer or found necessary, make all necessary entries and adjustments in their respective books of accounts in respect of their respective shares arising from the Transfer of the Complex.
- 11.10 **FINAL ACCOUNTS:** After fulfillment of this Agreement or at such time as the parties mutually agree, the final accounts pertaining to the entire period of continuance of this Agreement shall be made and finalized by the parties.

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- 11.11 **ACCEPTANCE OF ACCOUNTS:** The accounts as on any given date shall be deemed to be final and accepted (save for any errors or omissions on the face of the record) if no objection from any party is received in respect thereon within **30 (thirty) days** of such given date.
- 11.12 **ADDITIONAL BANK ACCOUNTS:** In case the Developer so requires, one or more additional bank accounts may be opened in the same or any other bank without affecting the terms of distribution agreed to herein. Statements of such bank accounts shall be furnished to the Owners on monthly basis (except in respect of individual bank accounts of the parties in which the amounts deposited exclusively belong to such party).
- 11.13 **FINALITY OF MODUS OF DISTRIBUTION:** The modus of distribution mentioned above shall not be challenged or disputed by the Owners or the Developer without the prior mutual written consent of the Developer and the Owners' Named Representative and in case the same is required to be changed, the principles contained in **clause 11.2** shall be implemented in any alternative modus mutually agreed to by and between the parties hereto.
- 11.14 **OWNERS' LIABILITIES TOWARDS EXTRAS AND DEPOSITS:** The Owners shall not be liable to make any contribution on account of Extras and Deposits in respect of the Transferable Areas that are agreed to be sold/transferred in as much as the same would be collected from the Transferees thereof. The Owners shall however pay the Extras and Deposits in respect of unsold and/or separate areas identified and allocated to the Owners and payment for the same shall be made at the same rates as the Transferees have paid the same.
- 11.15 **SECURITY DEPOSIT:** The Developer has paid to the Owners a sum of Rs. 73,00,000/- (Rupees seventy-three lakhs) only (hereinafter referred to as "the **Security Deposit**") at or before the execution hereof (the receipt whereof the Owners do hereby as also by the receipt and memo hereunder written admit and acknowledge).
- 11.15.1 The Security Deposit shall ordinarily be interest free.
- 11.16 **Refund of Security Deposit:** The said Security Deposit Amount shall be refunded by the Owners by allowing adjustment of **28.4666 (twenty-eight decimal four thousand six hundred sixty-six percent)** out of its 40% share of every disbursement of the Owners' Realization Share as morefully contained in **sub clause (iv) of clause 11.2.2** hereto till complete and full adjustment of the said Security Deposit and any unadjusted deposit shall be refunded by the Owners within **30**

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**(thirty) days** of the issuance of Notice of Completion to the Owners and in any event before taking possession of the Owners Areas' to the Owners in terms of clause 12 and its sub-clauses.

**12 PROVISIONS GOVERNING ENJOYMENT AND TRANSFER OF OWNERS' AREAS AND DEVELOPER'S AREAS INCLUDING UNSOLD ALLOCATED AREAS:**

**12.1 Allocation of unsold areas:** At any time after expiry of **30 (thirty) days** from the date of Completion of Construction of the New Buildings, there be or remain unsold Transferable Areas (for which no agreement is entered with any Transferee), the parties shall, upon notice in writing given by either party to the other requiring separate allocation and within **10 (ten) days** of delivery of such notice, by mutual consent divide and allocate separate areas out of such unsold areas and the following terms and conditions shall apply in connection therewith:-

12.1.1 The Owners shall be allocated and be entitled to **40% (forty percent)** of the identified units or portions of the unsold areas and the Developer shall be allocated and be entitled to **60% (sixty percent)** of the identified units or portions of the unsold.

12.1.2 The location of the respective identified areas of the parties comprised in the said unsold areas shall be identified on *pari passu* basis and the areas so identified for the Owners shall automatically form part of the Owners' Areas and belong to the Owners together with the Appurtenances thereto and the areas so identified for the for the Developer shall automatically form part of the Developer's Areas and belong to the Developer together with the Appurtenances thereto.

12.1.3 In case, while demarcating and identifying the respective allocations of the parties as aforesaid, it is found that the areas in any of the Transferable Areas cannot be allocated exactly, then the party receiving less area shall be paid by the party receiving more area a mutually agreed monetary compensation therefor based on valuation thereof.

**12.2 DELIVERY OF POSSESSION OF THE OWNERS' AREAS:** The Developer shall deliver the possession of the Owners' Areas to the Owners/23E Erstwhile Owners/Former Tenant and retain the Developer's Areas for its own use or the use of its Transferees thereof. Unless the Owners take possession within **30 (thirty) days** upon receiving the Notice from the Developer to take possession as aforesaid.

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they shall be deemed to have taken possession of such notified areas on expiry of such notice period of **30 (thirty) days**.

12.2.1 The brokerage in respect of Transfer of the respective unsold allocated areas of the parties as aforesaid shall be payable by the respective allottee parties.

12.3 **Transfer of the Developer's Areas:** The Developer shall be entitled to deal with and dispose of the Developer's Areas to such persons and at such price/consideration as the Developer may deem fit and proper and the entire such price/consideration shall be received by the Developer. The Owners agree to join as party to any agreement, contract or sale deed that the Developer may enter in respect of the Transfer of the Developer's Areas to confirm the same and to sell the Share in Land attributable to Unit/s being subject matter thereof and the consideration for the same shall be construction cost of the Owners' Areas. The powers of attorney to be executed by the Owners in favour of the Developer shall be deemed to be authorizing the attorney to do all acts deeds and things in respect of Transfers of the share in land attributable to the Developer's Areas to the buyers/transferees thereof.

12.4 **Transfer of the Owners' Areas:** The Owners shall out of the Owners' Areas make transfers in compliance of their obligations towards the 23E Erstwhile Owners and Former Tenant as stated in clause 9.2.1 above. The format of such sale deed shall maintain parity with the sale deed executed by the Developer in respect of the Developer's Areas except factual changes.

### 13 COMMON PURPOSES AND MAINTENANCE IN-CHARGE:

13.1 **COMMON PURPOSES:** Each of the Owners and the Developer and all Transferees of their respective allocations shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Developer and adopted for or relating to the Common Purposes of managing, maintaining, administering, up-keep and security of the Project and in particular the Common Areas and Installations in consultation with the Owners. Furthermore, while dealing with and/or entering into any agreements and other documents of transfer of their respective allocations or any part thereof, the Owners and the Developer shall respectively necessarily incorporate all rules, regulations restrictions and conditions framed by the Developer in consultation with the Owners as aforesaid.

13.2 **MAINTENANCE IN-CHARGE:** The Developer shall upon Completion of Construction of the Project form one or more Maintenance Company and/or Association for the Common Purposes and till then, the Developer or its nominee

*ju* *S. Alan* *PL*

shall be in charge for the Common Purposes. It is expressly agreed and understood that so long as the Developer or its nominee be the Maintenance In-charge, the Owners and/or their nominees or transferees shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred. Further the Developer shall not be bound to continue with such responsibility of administration of the Common Purposes beyond **6 (six) months** from the Completion of Construction of the Building Complex.

- 13.3 Until formation of the Association and handover of the charge of the Common Purposes or any aspect thereof to the Association, the Developer shall be free to appoint different agencies or organizations for any activities relating to Common Purposes at such consideration and on such terms and conditions as the Developer may deem fit and proper in consultation with the Owners. All charges of such agencies and organizations shall be part of the Common Expenses.
- 13.4 Notwithstanding any formation of Association or handover of charge to it, neither the Association nor the members thereof or any Transferee shall be entitled to frame any rule or regulation or decide any condition which may affect any right or privilege of the parties hereto.

#### **14 COVENANTS BY THE OWNERS:**

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

14.1.1 That with effect from the date of execution hereof, the Owners shall neither deal with, transfer, let out or create any Encumbrance in respect of the Project Land or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.

14.1.2 That the Owners shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Developer. Only Mr. Ranajit Chatterjee and Mrs. Paromita Chatterjee (or their respective family members) shall always be Director/s and jointly have majority control of the Board of Directors of the Companies being the First Owner.

14.1.3 That the Owners shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.

*Signature: S. Alan PC*

- 14.1.4 That the Owners shall not cause any interference or hindrance in the sanction/modification/addition/alteration of Building Plans in terms hereof, construction and development at the Project Land by the Developer and/or Transfer of the Developer's Allocation and not to do any act deed or thing whereby any right of the Developer hereunder may be affected.
- 14.1.5 That the Owners have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Project Land or any part thereof can or may be impeached, encumbered or affected in title or would in any way impair, hinder and/or restrict the development transfer and other activities envisaged under this Agreement.
- 14.1.6 That for all or any of the purposes contained in this Agreement, the Owners shall render all assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time.
- 14.1.7 The acts of the respective Owners' Named Representative in all matters referred to herein shall bind the respective Owners, except that no notice of termination or revocation of this Agreement or the Power of Attorney can be issued by the Owners' Named Representative. Mr. Ranajit Chatterjee representing the Owners may be changed only upon intimation in writing given by the Owners to the Developer thereabout.

14.2 **COVENANTS BY THE DEVELOPER:** The Developer doth hereby covenant with the Owners as follows:-

- 14.2.1 That the Developer doth hereby agree and covenant with the Owners not to do any act deed or thing whereby any right or obligation of the Owners hereunder may be affected or the Owners are prevented from making or proceeding with the compliance of the obligations of the Owners hereunder.
- 14.2.2 That the Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and shall not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.

*S. Alan RC*

14.2.3 That the Developer shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Owners' Named Representative but may enter upon a LLP or Company and/or joint venture, collaboration, tie-up with any person as the Developer may deem fit and proper. However the obligations of the Developer hereunder shall not be affected thereby.

14.2.4 The Developer shall be liable to make payment of the monthly rent [not exceeding Rs. 20,000/- (Rupees twenty thousand only) per month] of the 23E Erstwhile Owners, within 10<sup>th</sup> day of each month, for the period till 30 days from the date of the Developer issuing notice to the 23E Erstwhile Owners (with a copy to the Owners) to take possession of the Unit (forming part of the Owners' Areas) in the New Building allocated by the Owners to 23E Erstwhile Owners.

#### 14.3 GST AND TDS ETC.:

14.3.1 The parties shall respectively discharge statutory compliances in respect of TDS (Tax Deducted at Source) or Income Tax related compliances as well as GST (Goods and Service Tax) in respect of their respective rights, benefits and obligations under or arising out of this agreement. As for the Transferable Areas other than the Owners' Areas and the Developer's Areas, the Developer shall be solely responsible for the compliances of collection and deposit of Pass Through Charges. If there be any statutory requirement which obliges the Owners to register or pay, then the Owners shall comply with same.

14.3.2 Save as paid or payable by the Transferees of the Owners Areas, the Developer will bear the Pass Through Charges or any other tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force pertaining to the Owners' Areas. The Developer shall also be liable to pay the Pass Through Charges on the Owners' share or portion of the unsold Units and other constructed areas on the date of issuance of Completion Certificate. However, any Pass Through Charges paid by the Developer in respect of the Owners' Areas and/or unsold Units and other constructed areas allocated to the Owners forming part of Transferable Areas) shall be recovered by the Developer from the Owner's Realization Share and otherwise be refunded by the Owners to the Developer within **30 (thirty) days** of a demand by the Developer to the Owners. The Developer will bear

*S. Alan RC*

the Pass Through Charges or any other tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force pertaining to the Developer's Areas, if and as applicable, and also pertaining to the Developer's share in unsold Units and other constructed areas on the date of issuance of Completion Certificate.

- 15 FORCE MAJEURE:** Notwithstanding anything elsewhere to the contrary contained in this Agreement, neither of the parties hereto shall be considered to be in default in performance of their respective obligations or be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the Force Majeure and time for performance shall remain suspended during the duration of the Force Majeure. "**Force Majeure**" shall mean any event or combination of events or circumstances beyond the control of a Party, which cannot be prevented or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under this Agreement including (a) Acts of God i.e. fire, draught, flood, earthquake, storm, lightning, pandemics, epidemics and other natural disasters; (b) Explosions or accidents, air crashes; (c) General strikes and/or lock-outs, civil disturbances, curfew etc.; (d) Civil commotion, insurgency, war or enemy action or terrorist action; (e) Change in Law, Rules and Regulations, injunctions, prohibitions, or stay granted by court of law, Arbitrator, Government; (f) Non-functioning of any existing or new Appropriate Authorities due to any reason whatsoever and (g) any other event or circumstance which is beyond the control of the parties.

**16 POWERS OF ATTORNEY:**

- 16.1 The Owners shall with the execution of this Agreement execute and/or register one or more Powers of Attorney in favour of the Developer and/or the Developer's nominated persons being namely Mr. Mahesh Karnani and/or Mr. Ishan Karnani or such other person as may be nominated from time to time granting all necessary powers and authorities required by the Developer to effectuate and implement this Agreement provided, however, agreements for sale and in favour of transferees (except for Developer's areas) have to be signed and stamped as per **clause 10.2.5** hereto.
- 16.2 If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned herein, the Owners shall grant the same to the Developer and/or its nominees at the latter's costs and expenses.

*Su* S. Alan RC



16.3 **AUTHORITY AND ADDITIONAL POWERS:** It is understood that to facilitate the Project, various acts deeds matters and things not herein specified may be required to be done by the Developer for which the Developer may need the authority of the Owners for making or signing of various applications and other documents relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorization as may be reasonably required by the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.

16.4 The said power or powers of attorney to be so granted by the Owners to the Developer and/or its nominee/s shall form an integral part of this Agreement and the Owners shall not be entitled to modify or alter the same without the prior written consent of the Developer.

**17 OTHER TERMS AND CONDITIONS:**

17.1 **APPORTIONMENT AMONGST OWNERS:** Unless otherwise expressly mentioned, any amounts receivable or payable by the Owners hereunder shall be done amongst the Owners in the percentage as mentioned in the **SIXTH SCHEDULE** hereto. However the liabilities of the Owners shall be joint and delay or failure of one amongst them shall be delay or failure of all.

17.2 **PROPERTY TAXES AND OUTGOINGS:** Till the date of commencement execution of this agreement all taxes and outgoings on account of municipal/property tax, land tax and other outgoings on the Project Land shall be borne and paid by the Owners and those arising for the period thereafter shall be borne and paid by the Owners and the Developer in the Adjusted Ratio Provided That such liability of the parties shall from time to time progressively cease in respect of the portions for which Transferees become liable upon Completion of Construction.

17.3 **INDEMNITY BY OWNERS :** At all times hereafter the Owners hereto shall indemnify and agree to keep the Developer, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising due to any representation of the Owners being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature,

*Sd/- S. Alan &c*

whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Owners.

- 17.4 **INDEMNITY BY DEVELOPER:** At all times hereafter the Developer hereto shall indemnify and agree to keep the Owners , saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Owners and arising due to any representation of the Developer being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Developer.
- 17.5 **NO PARTNERSHIP OR AOP:** The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an Association of Persons (AOP).
- 17.6 **WAIVERS:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. A waiver on any occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.
- 17.7 **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.
- 17.8 **PART UNENFORCEABILITY:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.

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- 17.9 **DEATH OR INCAPACITY:** Notwithstanding any subsequent death or incapacity etc., of any individual constituent of the Owners, this Agreement and the powers to be executed in pursuance hereof shall remain valid and effective and automatically bind all the heirs, executors, administrators, legal representatives of such constituent of the Owners as if they were parties hereto.
- 17.10 **MERGER/DEMERGER:** It is further expressly clarified that notwithstanding any conversion, amalgamation, etc., of the Developer, this Agreement as well as the Power/s of Attorney to be executed by the parties in pursuance hereof, shall remain valid and effective and automatically bind all the successors or successors-in-office of the parties.
- 17.11 **COMPLIANCE OF REAL ESTATE LAWS:** The Owners shall comply with all requirements of West Bengal apartment owners act 1972 and Real Estate Laws applicable to land owner and/or pertaining to the land and their title as applicable. The Developer shall comply with all requirements of Real Estate Laws applicable to construction and/or development as applicable.
- 17.12 **MODIFICATIONS:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by the Owners and the Developer.
- 17.13 **EXECUTION IN DUPLICATE:** This Agreement is being executed in Duplicate, one counterpart each whereof shall be retained by the First Owner and the Developer (the original registered version to be retained by the Developer) and each copy whereof shall be deemed to be the original.
- 18 DEFAULTS AND CONSEQUENCES:**

18.1.1 **DEFAULTS OF OWNERS :** In case the Owners or any of them fail and/or neglect to comply with any of their obligations expressly mentioned in this Agreement in the manner or within the period stipulated therefor, the Developer shall give a notice, in writing, to the defaulting Owner giving time of **30 (thirty) days** to remedy the default or breach and in case the defaulting Owners fail to remedy the same within such **30 (thirty) days**, the Owners shall be liable to pay interest @ **12 % (twelve percent)** per annum on the Security Deposit and all other amounts for the time being paid or incurred by the Developer on the Project for the period of delay and without affecting the obligation to pay interest as above, the Developer shall be entitled to take any one or more of the following recourses in any priority or order as the Developer shall deem fit and proper:-

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- 18.1.2 To itself try and attempt the compliance of the obligation under default, at the cost and expense of the First Owner and/or the Second Owner (as the case may be) and by paying such amounts and in such manner and on such terms and conditions as the Developer may deem fit and proper and without being liable to the Owners for the result of such attempt. The period taken for such attempt or the compliance pursuant to such attempt shall automatically be added to the Time granted to the Developer under **clause 8.12** hereto.
- 18.1.3 To exclude the portion or portions as may be the subject matter of such default from being part of the Project Land and to continue the Project in the balance portion. In case of any such exclusion, the Project Land shall be varied accordingly.
- 18.1.4 To sue the Owners for specific performance of the contract.
- 18.1.5 To cancel the contract envisaged herein in respect of whole or part of the Project Land and in such event the consequences of Cancellation as envisaged in **clause 20** shall be followed.
- 18.2 **DEFAULTS BY THE DEVELOPER: In case the Owners comply with and/or are ready and willing to carry out their obligations as stated herein and the Developer fails and/or neglects to construct the Project within the stipulated period, the Developer shall be allowed a grace period of 6 (six) months for the same and in case the Developer still fails to so construct within the grace period in respect thereof and in which case the Developer shall pay to the Owners a sum of Rs.2,00,000/- per month as pre-determined compensation Provided That in case the delay extends beyond 9 (nine) months from the stipulated date and grace period, then the Owners will be entitled in addition to the aforesaid compensation, to sue the Developer for specific performance of the contract and/or damages.**
19. **EFFECTS OF THE DEVELOPER CARRYING OUT THE OBLIGATIONS OF THE OWNERS: In case the Developer attempting the compliance of the obligation of the First Owner and/or the Second Owner under default, the amounts, costs and expenses paid or incurred by the Developer together with interest @ 12% (twelve percent) per annum thereof shall be the liability of the concerned Owners exclusively and the Developer shall have a lien on the Owners' Allocation for such amount. The amount and interest shall be adjustable firstly out of the share of Realizations receivable by the concerned Owners and the parties shall instruct the Bankers for necessary adjustment of the same and any residue shall be adjustable against the Owners' Areas.**

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20. **CONSEQUENCES OF CANCELLATION:** In case the Developer cancels this Agreement, then notwithstanding anything elsewhere to the contrary contained in this Agreement the following consequences shall apply:
- i. Any cancellation affecting part of the Project Land shall not affect the continuance of this Agreement in respect of the remaining parts of the Project Land.
  - ii. Any Realization received by either party from the Transferees and required to be refunded owing to cancellation, shall be refunded by the recipient parties respectively and they each shall respectively be liable for any other claims of the Transferees.
  - iii. The entire Security Deposit, and all other amounts on any account paid or incurred by the Developer on the Project Land or in respect of the Project including on its planning or development or otherwise together with interest @ **18% (eighteen percent)** per annum thereon and compensation and damages for all losses and damages suffered by the Developer, shall immediately and in any event within **30 (thirty) days** of being demanded by the Developer, become payable by the Owners to the Developer.
  - iv. Nothing contained in the last preceding sub-clauses shall affect the other rights and remedies of the Developer.
21. **UNILATERAL CANCELLATION:** Neither party hereto can unilaterally cancel or rescind this Agreement at any time unless such party is entitled to do so by express terms of this Agreement contained elsewhere herein upon default of the other party.
22. **CHOICE OF REMEDIES:** It is clarified that the exercise of any one or more remedy by any party shall not be or constitute a bar for the exercise of any other remedy by the concerned party at any time. Furthermore, the liability of the Owners or the Developer to pay interest at the rate and in terms of the other clauses of this Agreement shall continue for the entire duration until payment/repayment of the respective entire dues irrespective of the exercise of the other remedies by the other party and without affecting the other liabilities of the defaulting party hereunder.
23. **ACQUISITION AND REQUISITION:**
- 23.1 Except as contained in **clause 23.3** hereto, in case the Project Land and/or any portion thereof is acquired or is requisitioned by the Government or any other Body or Authority hereafter but before the Completion of Construction of the Project or

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the phase on such affected portion and issuance of Completion Certificate thereof by the Architect in respect thereof, then in that event the parties shall contest and challenge such acquisition. If however, acquisition or requisition becomes inevitable, then the parties shall have the following options:-



- (i) **Either** to exclude the portion or portions as may be the subject matter of such acquisition or requisition from being part of the Project Land and to continue the Project in the balance portion. In case of any such exclusion, the compensation received in respect of the acquired/requisitioned portion shall belong to the parties in the Agreed Ratio;
- (ii) **Or** to cancel this Agreement in its entirety in which event the Consequences of Cancellation mentioned in **clause 20** shall apply.

23.2 The Developer shall have a lien and first charge on the amount awarded in respect of such acquisition or requisition towards amounts receivable or recoverable by the Developer in either of the eventualities contemplated in **clause 23.1** above.

23.3 **ACQUISITION AND REQUISITION AFTER COMPLETION OF THE PROJECT:** In case the Project Land or any part thereof is acquired or requisitioned after Completion of Construction of the Project in respect thereof, then in that event the respective Transferees and allottee parties shall directly contest the acquisition or requisition proceeding and any compensation in respect of the respective areas shall belong to them respectively and otherwise proportionately.

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

25. **ARBITRATION:** All disputes and differences between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/or the Project Land or determination of any liability shall be referred to arbitration and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment for the time being in force. In connection with the said arbitration, the parties have agreed and declared as follows:

 S. Alam 

19.1.1 The Arbitration Tribunal shall have summary powers and will be entitled to lay down their own procedure.

19.1.2 The Arbitration Tribunal will be at liberty to give interim orders and/or directions.

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

#### SECTION-IV # SCHEDULES

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

##### (PROJECT LAND)

**ALL THAT** messuages tenements hereditaments structures out-houses sheds and premises together with the piece and parcel of land thereunto belonging whereon or on part whereof the same are erected and built containing an area of 19 Cottah 8 Chittaks 26 square feet more or less situate lying at and being Premises No. 23, Gopal Chandra Chatterjee Road, (formed upon amalgamation of earlier premises Nos. 23, 23/1, 23/2, 23/3, 23A, 23D/1 and 23E, Gopal Chandra Chatterjee Road) Police Station Cossipore, Kolkata- 700002 within Ward No. 01 of Kolkata Municipal Corporation, previously comprised in Holding No. 15 in Touzi No. 1298/2833 in Mouza Chasa Dhopapara Dihi Panchanna Gram, Division-I, Sub-Division-II in the District of 24 Parganas and delineated in the plan annexed hereto duly bordered thereon in "**RED**" and butted and bounded as follows:-

**ON THE NORTH** : By Premises Nos. 46 and 46/2 B.T. Road;

**ON THE SOUTH** : Partly by Gopal Chandra Chatterjee Road and partly by Premises Nos. 23B and 23D Gopal Chandra Chatterjee Road;

**ON THE EAST** : Partly by Gopal Chandra Chatterjee Road and partly by Premises No. 23B Gopal Chandra Chatterjee Road;

**ON THE WEST** : By Premises Nos. 22C and 22E Gopal Chandra Chatterjee Road.

**OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished. Be it mentioned that the total area of the rooms and structures, sheds on the Project Land is 11,522 Square feet more or less.

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

- i. The staircases, lifts, staircase lobbies, lift lobbies, ground floor lobbies, fire escapes and common entrances and exits of the building/s.
- ii. The roof/terraces, parks, play areas etc.
- iii. Installations of central services such as electricity, water and sanitation, air-conditioning system, water conservation and renewable energy.
- iv. The sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use.
- v. All common facilities as provided in the said project at the said premises.
- vi. All facilities and amenities as may be provided by the in the Club/Recreation Centre including the gymnasium, banquet hall, library, indoor games etc.
- vii. Overhead and underground water reservoirs
- viii. Lift machine rooms
- ix. Landscaped areas
- x. Transformers and CESC Utility Areas
- xi. Fire fighting system
- xii. Facility Managers' Office, Association Room, Store Rooms, Security Guards Change Room, common toilets – all on the Ground Floor
- xiii. Driveways and pathways (not being areas earmarked by the Developer as car parking spaces).

**THE THIRD SCHEDULE ABOVE REFERRED TO:****(SPECIFICATIONS)****Specification of construction & Fittings and Fixtures to be provided in the proposed Unit/ Flat.**

1. Super Structure:  
RCC Frames/ formwork Structure with pile foundation
2. Wall Finish:
  - i. Plaster of Paris (POP) / Putty/ Gypsum Plaster finish

*SM* S. Alan RC

ii. Exterior-Weather Proof Paint

3. Flooring:

Vitrified tiles in the bed rooms, living/ dining room

4. Kitchen:

- i. Granite Platform
- ii. Stainless Steel Sink
- iii. Dado of Ceramic tiles upto 3ft above the kitchen counter
- iv. Exhaust Point
- v. Flooring- Anti Skid Ceramic Tiles

5. Toilet:

- i. Flooring- Anti Skid Ceramic Tiles
- ii. Toilet Walls- Standard Ceramic tiles on the walls up to ceiling/ false ceiling (if applicable)
- iii. Sanitary ware of Parryware/Hindware/Grohe/Duravit or equivalent make
- iv. CP fittings of Jaquar/EssEss/Hindware/Grohe or equivalent make
- v. Electrical point for Geyser & Exhaust Fan
- vi. Plumbing provision for Hot/Cold Water line

6. Doors & Windows:

- i. Door Frame-Seasoned and treated wood
- ii. Main Door- Finished flush doors
- iii. Main Door Fittings: Godrej or similar make night latch & Eyepiece
- iv. Internal Doors: Flush doors
- v. Windows: Anodized aluminum windows

7. Electricals:

- i. Concealed Copper wiring of reputed brands
- ii. Telephone wiring in Living or Dining Area
- iii. Electricals Points in all bedrooms, living/Dining, Kitchen ,Toilets
- iv. AC points in living/ dining and all the Bedrooms

*S. Alan R*



- v. Modular switches of reputed brands
  - vi. Lifts of reputed brands like Otis/Kone/Schindler/Thyssenkrupp or similar
8. Generator:
- i. Provision for standby supply in every Unit (at extra cost)
  - ii. Power Back-up for common area facilities and flats
9. Common Lighting
- i. Overhead Illumination for compound and pathway lighting
  - ii. Necessary Illumination in all lobbies, staircases & common areas
10. Common Areas
- i. Well-developed common lobbies
  - ii. Equipments and connectivity for Intercom facility in each apartment
11. Security Features
- i. Infrastructure for 24x7 Security Surveillance.
12. Cable Connection:
- i. Provision for wiring for DTH cable provider to be fixed by Developer
  - ii. Connection to be taken individually by flat Owner(at own cost)
13. Common Amenities:
- i. Community Hall
  - ii. Gymnasium
  - iii. Roof Top Garden on a portion of the roof of the Building

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(EXTRAS AND DEPOSITS)**

**(Extras)**

- 1. The Developer shall charge the following amounts as Extras:
  - (a) Proportionate share of the costs charges and expenses for procuring transformer, electricity connection for the Project

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- (b) Costs, charges, expenses for common generator and its accessories and providing for supply of power therefrom to the Units during power failure
  - (c) Costs, charges, expenses for the Club facility
  - (d) Costs, charges, expenses for providing Air-Conditioning facility in the Units (if applicable)
  - (e) Costs, charges, expenses for providing Gas Bank facility in the Units (if applicable)
  - (f) Nomination/Transfer Charges (if Applicable) for intermediate nominations/transfers by Transferees prior to completion of sale in their favour.
  - (g) Costs and charges for Mutation and Apportionment of the Units in the records of the Kolkata Municipal Corporation
  - (h) Cost, charges and expenses for formation of Association
  - (i) Towards the fees and/or legal charges of the Advocates for preparation of Agreements and the Sale Deeds
- 1.1 The Developer shall also charge the following amounts from the Transferees (including of the Owners' Areas):
- (a) Proportionate share of any costs charges and expenses for setting up or providing any additional or extra common area or installation in variation and/or addition to those hereinabove written.
  - (b) All stamp duty, registration fees and allied expenses on execution and registration of the proposed Agreement and of the sale deed or deeds and other documents to be executed and/or registered in pursuance thereof.
  - (c) Security Deposit and the expenses as may be required by CESC Limited or other electricity provider for individual meter in respect of the Units directly with CESC Limited or other provider and proportionate share of the security deposit in respect of the common meters in respect of the Common Areas and Installations.
  - (d) Goods and Service Tax (GST), or any other statutory charges/levies by any name called, if applicable and payable on construction of the Units or on the transfer thereof and/or on any amount or outgoing (including Maintenance Charges) payable by the Transferees in respect of the Units.

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- (e) All taxes, levies, betterment fees, development charges etc., under any statute rules and regulations on the said Premises and/or the Units and/or the Building or on the construction or transfer of the Units envisaged hereunder payable by the Transferees wholly if the same relates to the Units and otherwise proportionately.

**(Deposits)**

1. The Developer shall take the following Deposits:
  - (a) Towards Deposit, free of interest, to remain in deposit with the Developer to meet therefrom, in the event of default by the Transferees, in making payment of the maintenance charges and proportionate liability towards the other Common Expenses or any other outgoing relating to the Units
  - (b) Towards Deposits, free of interest, to remain in deposit with the Developer till mutation of the Units in the name of the Transferees is effected in the records of the Kolkata Municipal Corporation and in the event any arrear Municipal tax is payable for the period from the date of possession till such mutation, the Developer shall meet the same from the said deposit
  - (c) Towards Sinking fund to meet therefrom such expenses as be necessary or incidental for the maintenance upkeep and running of the Common Areas

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**(CHAIN OF TITLE)**

1. Suburban Estates Limited ("**Suburban**") owned land with buildings and structures thereon with a land area of 13 Kottahs 14 Chittacks 27 Square feet more or less being municipal Premises No. 23, 23/2, 23A and 23D, Gopal Chandra Chatterjee Road as per the following chain of title:-
  - 1.1 **Premises No. 23, Gopal Chandra Chatterjee Road:** By a Sale Deed dated 2<sup>nd</sup> April, 1958 and registered with the Sub-Registrar of Cossipore, Dum Dum in Book I, Volume 36, Pages from 154 to 157, Being No. 2579 for the year 1958 one Bibhuti Bhusan Ghosh sold to Suburban ALL THAT the land with building and structures at Premises No. 23, Gopal Chandra Chatterjee Road (land area 2 Cottah 8 Chittack 2 Square feet found to be 2 Cottah 14 Chittack 33 Square feet on survey).
  - 1.2 **Premises No. 23/2, Gopal Chandra Chatterjee Road:**

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- 1.2.1 By a Indenture of Conveyance dated 23<sup>rd</sup> January 1952 and registered with Sub Registrar, Cossipore in Book I Volume 2 pages 100-102 Being No 277 for the year 1952, one Dulal Chandra Das sold to one Nani Bala Dasi ALL THAT premises No. 23/2, Gopal Chandra Chatterjee Road.
- 1.2.2 The said Nani Bala Dasi, a Hindu, died intestate on 3<sup>rd</sup> March 1969 leaving her surviving her only son namely Benimadhab Chatterjee.
- 1.2.3 The said Benimadhab Chatterjee, a Hindu, died intestate on or about October 1981 leaving him surviving his wife namely Labanyamoyee Devi, only son namely Pranab Kumar Chatterjee and four daughters namely Purnima Ganguli, Anima Chakraborti, Pratima Chakraborty and Nilima Banerjee. Subsequently the said Labanyamoyee Devi, a Hindu, died intestate on 21.12.1995 leaving her surviving her only son the said Pranab Kumar Chatterjee and four daughters the said Purnima Ganguli, Anima Chakraborti, Pratima Chakraborty and Nilima Banerjee and each of them became entitled to 1/5<sup>th</sup> (one-fifth) share in Premises No. 23/2, Gopal Chandra Chatterjee Road.
- 1.2.4 The said Anima Chakraborti, a Hindu, died intestate on 13<sup>th</sup> October 2004 leaving her surviving her only daughter namely Jayanti Mukherjee and she became entitled to 1/5<sup>th</sup> (one-fifth) share in Premises No. 23/2, Gopal Chandra Chatterjee Road.
- 1.2.5 The said Purnima Ganguli, a Hindu, died intestate on 13<sup>th</sup> October 2006 leaving her surviving her only three son namely Abhijit Ganguli, Arijit Ganguli and Ashijit Ganguli and each became entitled 1/15<sup>th</sup> (one-fifteenth) share in Premises No. 23/2, Gopal Chandra Chatterjee Road..
- 1.2.6 The said Jayati Mukherjee (having 1/5<sup>th</sup> share), Abhijit Ganguli, Arijit Ganguli and Ashijit Ganguli (jointly having 1/5<sup>th</sup> share) and Pranab Kumar Chatterjee, Pratima Chakraborty and Nilima Banerjee (jointly having 3/5<sup>th</sup> share) sold their respective shares to Suburban in ALL THAT the land with building and structures at Premises No. 23/2, Gopal Chandra Chatterjee Road by following 3 sale deeds (land area 2 Cottah 9 Chittack found to be 2 Cottah 14 Chittack 21 Square feet):-
- a. By Sale Deed dated 19<sup>th</sup> December, 2007 registered with the Additional Registrar of Assurance-II, Kolkata in Book I, CD Volume No. 5, Pages from 2456 to 2470, Being No. 01497 for the year 2009 executed by Jayati Mukherjee.

*Suburban* *Re*

- b. By a Sale Deed dated 3<sup>rd</sup> December, 2008 registered with the Additional Registrar of Assurance-II, Kolkata in Book I, CD Volume No. 73, Pages from 3415 to 3430, Being No. 10101 for the year 2008 executed by Abhijit Gangopadhyay (Ganguli), Arijit Ganguli and Ashijit Ganguli.
- c. By a Sale Deed dated 18<sup>th</sup> December, 2008 registered with the Additional Registrar of Assurance-II, Kolkata in Book I, CD Volume No. 76 Pages from 2418 to 2431, Being No. 10652 for the year 2008 executed by Pranab Kumar Chatterjee, Pratima Chakraborty and Nilima Banerjee.
- 1.3 Premises No. 23A, Gopal Chandra Chatterjee Road: By a Sale Deed dated 1<sup>st</sup> March, 1955 and registered with the Sub-Registrar of Cossipore, Dum Dum in Book I, Volume No. 7, Pages from 253 to 259, Being No. 3417 for the year 1955 one Benimadhab Chatterjee and Nani Bala Debi sold to Suburban ALL THAT land with buildings and structures comprised in Premises No. 23A, Gopal Chandra Chatterjee Road. (land area 2 Cottah found to be 2 Cottah 1 Chittack 18 Square feet on survey)
- 1.4 Premises No. 23D, Gopal Chandra Chatterjee Road: By a Sale Deed dated 1<sup>st</sup> March, 1955 and registered with the Sub-Registrar of Cossipore, Dum Dum in Book I, Volume No. 7, Pages from 253 to 259, Being No. 3417 for the year 1955 one Benimadhab Chatterjee and Nani Bala Debi sold to Suburban ALL THAT land with buildings and structures comprised in Premises No. 23D, Gopal Chandra Chatterjee Road (land area 5 Cottah found to be 6 Cottah).
2. Enclave Guest House Private Limited ("**Enclave**") was the owner of land with buildings and structures with a land area of 8 Kottahs 2 Chittacks 15 Square feet more or less being municipal Premises Nos. 23/1, 23/3 and 23E, Gopal Chandra Chatterjee Road as per the following chain of title:
- 2.1 **Premises No. 23/1, Gopal Chandra Chatterjee Road:** By a Sale Deed dated 10<sup>th</sup> November, 2017 and registered with the Additional Registrar of Assurances-IV, Kolkata in Book I, Volume No. 1904-2017, Pages from 431045 to 431076, Being No. 190411260 for the year 2017 Suburban (who was owner since prior to 1957) sold to Enclave ALL THAT land with building and structures comprised in Premises No. 23/1, Gopal Chandra Chatterjee Road. (land area 2 Cottah 13 Chittack 20 Square feet)
- 2.2 **Premises No. 23/3, Gopal Chandra Chatterjee Road:** By a Sale Deed dated 10<sup>th</sup> November, 2017 and registered with the Additional Registrar of

*Dr. S. M. A. R. C.*

Assurances-IV, Kolkata in Book I, Volume No. 1904-2017, Pages from 431045 to 431076, Being No. 190411260 for the year 2017 Suburban (who was owner since prior to 1957) sold to Enclave ALL THAT land with building and structure comprised in Premises No. 23/1, Gopal Chandra Chatterjee Road (land area 2 Cottah 14 Chittack 21 Square feet).

**2.3 Premises No. 23E, Gopal Chandra Chatterjee Road:**

- 2.3.1 By a Deed of Gift dated 22<sup>nd</sup> July 1949 and registered with Sub-Registrar Cossipore, Dum Dum in Book I Volume 29 pages 70-71 being No 2789 for the year 1949 the said Pulin Chandra Chattapadhyay conveyed and transferred, by way of gift, to his only son the said Sudhangshu Chattapadhyay ALL THAT Premises No. 23E, Gopal Chandra Chatterjee Road.
- 2.3.2 The said Sudhangshu Chattapadhyay, a Hindu, died intestate on or about October 1967 leaving behind three sons the said Kanai Lal Chattapadhyay, Sanath Kumar Chattapadhyay and Pradash Kusum Chattapadhyay and each of them became entitled to 1/3<sup>rd</sup> (one-third) part or share of and in the Premises No. 23E, Gopal Chandra Chatterjee Road.
- 2.3.3 The said Kanai Lal Chattapadhyay, a Hindu, died intestate on 24<sup>th</sup> November 2010 leaving him surviving his wife namely Tripty Chattapadhyay (also known as Tripty Chatterjee), two sons namely Krishnendu Chattapadhyay (also known as Krishnendu Chatterjee) and Dibyendu Chattapadhyay (also known as Dibyendu Chatterjee) and one daughter namely Sutapa Dalal and each of them became entitled to 1/12<sup>th</sup> (one-twelfth) part or share of and in the Premises No. 23E, Gopal Chandra Chatterjee Road..
- 2.3.4 The said Pradash Kusum Chattapadhyay was a Hindu, died intestate on 17<sup>th</sup> June 2016 leaving him surviving his wife namely Uma Chattapadhyay (also known as Uma Chatterjee) and only sons namely Rajesh Chattapadhyay (also known as Rajesh Chatterjee) and each of them became entitled to 1/6<sup>th</sup> (one-sixth) part or share of and in the Project Land.
- 2.3.5 The said Uma Chatterjee, Rajesh Chatterjee (jointly having one-third share), Tripty Chatterjee, Krishnendu Chattopadhyay, Dibyendu Chattopadhyay, Sutapa Dalal (jointly having one-third share) and Sanat Kumar Chatterjee (having one-third share) sold to Enclave ALL THAT land with building and structures comprised in Premises No. 23E, Gopal Chandra Chatterjee Road

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(land area 2 Cottahs 6 Chittacks 19 Square feet) by three sale deeds as follows:-

- (a) By a Sale Deed dated 23<sup>rd</sup> August, 2017 and registered with the Additional Registrar of Assurances-IV, Kolkata in Book I, Volume No. 1904-2017, Pages from 328986 to 329017, Being No. 190408700 for the year 2017 executed by Uma Chatterjee and Rajesh Chatterjee.
  - (b) By a Sale Deed dated 4<sup>th</sup> September, 2017 and registered with the Additional Registrar of Assurances-IV, Kolkata in Book I, Volume No. 1904-2017, Pages from 350585 to 350625, Being No. 190409260 for the year 2017 executed by Tripty Chatterjee, Krishnendu Chattopadhyay, Dibyendu Chattopadhyay and Sutapa Dalal.
  - (c) By a Sale Deed dated 23<sup>rd</sup> September, 2017 and registered with the Additional Registrar of Assurances-IV, Kolkata in Book I, Volume No. 1904-2017, Pages from 392112 to 392141, Being No. 190410223 for the year 2017 executed by Sanat Kumar Chatterjee.
3. By Exchange Deed date 27<sup>th</sup> December 2017 and registered with the Additional Registrar of Assurances-IV, Kolkata in Book I, Volume No. 1904-2018, Pages from 13705 to 13732, Being No. 190413069 for the year 2017, Suburban conveyed to the Enclave ALL THAT 3.7% undivided share in Premises No. 23, 23/2, 23A and 23D, Gopal Chandra Chatterjee Road and Enclave conveyed to Suburban ALL THAT 6.3% undivided share in Premises Nos. 23/1, 23/3 and 23E, Gopal Chandra Chatterjee Road and thereby Suburban and Enclave became the joint owners of Premises No. 23, 23/2, 23A, 23D, 23/1, 23/3 and 23E, Gopal Chandra Chatterjee Road.
  4. The Municipal Premises No. 23D Gopal Chatterjee Road which was formerly comprises of 23D and 23C Gopal Chatterjee Road underwent a separation process at the Kolkata Municipal Corporation and a portion of the premises No. 23D, Gopal Chandra Chatterjee Road containing a total area of 5 cottahs 4 Chittaks 4 square feet was separately assessed as premises No. 23D/1 Gopal Chandra Chatterjee Road as evidenced by letter of intimation of mutation dated 24.12.2019 issued by the Kolkata Municipal Corporation. The remaining portion remained and still assessed as 23D, Gopal Chandra Chatterjee Road containing an area of 1 cottahs 4 Chittaks.
  5. The said premises Nos. 23, 23/1, 23/2, 23/3, 23A, 23D/1, and 23E, Gopal Chandra Chatterjee Road were amalgamated by the Kolkata Municipal Corporation into premises No. 23 Gopal Chandra Chatterjee Road with a recorded land area of 19

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Cottah 8 Chittaks 26 square feet and thereafter mutated in the names of Suburban and Enclave as evidenced by the letter of intimation of mutation dated 17.03.2020 issued by the Kolkata Municipal Corporation.

6. One Dhara Roy ("**Former Tenant**") was a monthly tenant in respect of room at a portion of ground floor of premises No. 2E Gopal Chandra Chatterjee Road, Kolkata (since amalgamated as aforesaid) and has surrendered and vacated her such occupied portion under a contractual arrangement dated 14.10.2017 whereunder, the Owners have agreed to provide to the former tenant, one flat containing a super built-up area of 300 Square feet more or less in the Building Complex to be developed on the terms and conditions contained therein.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**  
**(APPORTIONMENT AMONGST OWNERS)**

| SL No.        | Name of OWNERS                        | %age of each OWNER out of total 100% |
|---------------|---------------------------------------|--------------------------------------|
| 1             | (Suburban Estates Private Limited)    | 63.00                                |
| 2             | (Enclave Guest House Private Limited) | 37.00                                |
| <b>TOTAL:</b> |                                       | <b>100.00</b>                        |

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**  
**(Original Documents of Title)**

1. Indenture of Conveyance dated 2<sup>nd</sup> April, 1958 and registered with the Sub-Registrar of Cossipore, Dum Dum in Book I, Volume 36, Pages from 154 to 157, Being No. 2579 for the year 1958 executed by Bibhuti Bhusan Ghosh as Owners and Suburban as Purchaser.
2. Indenture of Conveyance dated 23<sup>rd</sup> January 1952 and registered with Sub Registrar, Cossipore in Book I Volume 2 Pages 100-102 Being No 277 for the year 1952, executed by Dulal Chandra Das as Owner and Nani Bala Dasi as Purchaser.
3. Indenture of Conveyance dated 1<sup>st</sup> March, 1955 and registered with the Sub-Registrar of Cossipore, Dum Dum in Book I, Volume No. 7, Pages from 253 to 259, Being No. 3417 for the year 1955 executed by Benimadhab Chatterjee and Nani Bala Debi as Owners and Suburban as Purchaser.

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4. Indenture of Conveyance dated 19<sup>th</sup> December, 2007 registered with the Additional Registrar of Assurance-II, Kolkata in Book I, CD Volume No. 5, Pages from 2456 to 2470, Being No. 01497 for the year 2009 executed by Jayati Mukherjee as Owner and Suburban as Purchaser.
5. Indenture of Conveyance dated 3<sup>rd</sup> December, 2008 registered with the Additional Registrar of Assurance-II, Kolkata in Book I, CD Volume No. 73, Pages from 3415 to 3430, Being No. 10101 for the year 2008 executed by Abhijit Gangopadhyay (Ganguli), Arijit Ganguli and Ashijit Ganguli as Owners and Suburban as Purchaser.
6. Indenture of Conveyance dated 18<sup>th</sup> December, 2008 registered with the Additional Registrar of Assurance-II, Kolkata in Book I, CD Volume No. 76 Pages from 2418 to 2431, Being No. 10652 for the year 2008 executed by Pranab Kumar Chatterjee, Pratima Chakraborty and Nilima Banerjee as Owners and Suburban as Purchaser..
7. Indenture of Conveyance dated 10<sup>th</sup> November, 2017 and registered with the Additional Registrar of Assurances-IV, Kolkata in Book I, Volume No. 1904-2017, Pages from 431045 to 431076, Being No. 190411260 for the year 2017 executed by Suburban as Owners and Enclave as Purchaser.
8. Indenture of Conveyance dated 10<sup>th</sup> November, 2017 and registered with the Additional Registrar of Assurances-IV, Kolkata in Book I, Volume No. 1904-2017, Pages from 431045 to 431076, Being No. 190411260 for the year 2017 executed by Suburban as Owners and Enclave as Purchaser.
9. Indenture of Conveyance dated 23<sup>rd</sup> August, 2017 and registered with the Additional Registrar of Assurances-IV, Kolkata in Book I, Volume No. 1904-2017, Pages from 328986 to 329017, Being No. 190408700 for the year 2017 executed by Uma Chatterjee and Rajesh Chatterjee as Owners and Enclave as Purchaser.
10. Indenture of Conveyance dated 4<sup>th</sup> September, 2017 and registered with the Additional Registrar of Assurances-IV, Kolkata in Book I, Volume No. 1904-2017, Pages from 350585 to 350625, Being No. 190409260 for the year 2017 executed by Tripty Chatterjee, Krishnendu Chattopadhyay, Dibyendu Chattopadhyay and Sutapa Dalal as Owners and Enclave as Purchaser.
11. Indenture of Conveyance dated 23<sup>rd</sup> September, 2017 and registered with the Additional Registrar of Assurances-IV, Kolkata in Book I, Volume No. 1904-2017, Pages from 392112 to 392141, Being No. 190410223 for the year 2017 executed by Sanat Kumar Chatterjee as Owners and Enclave as Purchaser.

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12. Exchange Deed dated 27<sup>th</sup> December 2017 and registered with the Additional Registrar of Assurances-IV, Kolkata in Book I, Volume No. 1904-2018, Pages from 13705 to 13732, Being No. 190413069 for the year 2017, executed by Suburban and Enclave.

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

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

Jasobanta Swain  
Dilip kr. mahata

Suburban Estates Pvt. Ltd.

Ranjit Chatterjee  
Director

(Suburban Estates Private Limited)

Enclave Guest House Pvt. Ltd.

Sarfraz Alam  
Director

(Enclave Guest House Private Limited)

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

Jasobanta Swain  
52A, Shakespeare Sarani,  
Kolkata - 700017

Dilip kr. mahata  
GODSP Law Associates  
4D, Nicco House  
2, Hare Street  
KOL-01

**MAMTAMAYEE BUILDERS LLP**

Isthan K  
Partner  
(ISTHAN KARNANI)

(Mamtamayee Builders LLP)

Drafted by me:

Shamya Samanta, Advocate  
For, DSP Law Associates  
4D, Nicco House  
1B & 2, Hare Street  
Kolkata-700001

WB-1216/2012

**RECEIPT AND MEMO OF CONSIDERATION:**

**RECEIVED** from the withinnamed Developer the withinmentioned sum of Rs. 73,00,000/- (Rupees seventy three lacs only) towards payment of the entire Security Deposit payable to the Owners in terms hereof as per memo below:-

**MEMO OF CONSIDERATION:**

| S.L. No. | Demand Draft/Cheque Numbers            | Date       | Bank and Branch                                       | Paid to                             | Amount (Rs.) |
|----------|--|------------|---|-------------------------------------|--------------|
| 1.       | 052388                                 | 17-08-2017 | Karnataka Bank Ltd., Overseas Branch, Kolkata         | Enclave Guest House Private Limited | 15,00,000/-  |
| 2.       | Part of Cheque No. 052389              | 01-09-2017 | Karnataka Bank Ltd., Overseas Branch, Kolkata         | Enclave Guest House Private Limited | 2,24,336/-   |
| 3.       | 000008                                 | 09-11-2017 | HDFC Bank Ltd., Dr. U. N. Brahmachari Street, Kolkata | Enclave Guest House Private Limited | 9,75,664/-   |
| 4.       | 000014                                 | 19-12-2017 | HDFC Bank Ltd., Dr. U. N. Brahmachari Street, Kolkata | Suburban Estates Private Limited    | 10,00,000/-  |
| 5.       | RTGS Ref. No. HDFCR520180 1 0261649302 | 02-01-2018 | HDFC Bank Ltd., Dr. U. N. Brahmachari Street, Kolkata | Suburban Estates Private Limited    | 4,00,000/-   |
| 6.       | 000032                                 | 29-01-2018 | HDFC Bank Ltd., Dr. U. N. Brahmachari Street, Kolkata | Suburban Estates Private Limited    | 3,00,000/-   |
| 7.       | 000033                                 | 29-01-2018 | HDFC Bank Ltd., Dr. U. N. Brahmachari Street, Kolkata | Suburban Estates Private Limited    | 2,50,000/-   |
| 8.       | RTGS Ref. No. HDFCR520210 71 452816764 | 14-07-2021 | HDFC Bank Ltd., Dr. U. N. Brahmachari Street, Kolkata | Suburban Estates Private Limited    | 5,00,000/-   |

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|     |  |            |  |   |                    |
|-----|--|------------|--|---|--------------------|
| 9.  | RTGS Ref. No.<br>HDFCR520210<br>71 553025561 | 15-07-2021 | HDFC Bank<br>Ltd., Dr. U. N.<br>Brahmachari<br>Street, Kolkata | Suburban<br>Estates<br>Private<br>Limited | 5,00,000/-         |
| 10. | RTGS Ref. No.<br>HDFCR520210<br>71 553068754 | 15-07-2021 | HDFC Bank<br>Ltd., Dr. U. N.<br>Brahmachari<br>Street, Kolkata | Suburban<br>Estates<br>Private<br>Limited | 5,00,000/-         |
| 11. | RTGS Ref. No.<br>HDFCR520210<br>71 653308367 | 16-07-2021 | HDFC Bank<br>Ltd., Dr. U. N.<br>Brahmachari<br>Street, Kolkata | Suburban<br>Estates<br>Private<br>Limited | 6,00,000/-         |
| 12. | RTGS Ref. No.<br>HDFCR520210<br>71 653269027 | 16-07-2021 | HDFC Bank<br>Ltd., Dr. U. N.<br>Brahmachari<br>Street, Kolkata | Suburban<br>Estates<br>Private<br>Limited | 4,00,000/-         |
| 13. | NEFT Ref. No.<br>N1972115687<br>50175        | 16-07-2021 | HDFC Bank<br>Ltd., Dr. U. N.<br>Brahmachari<br>Street, Kolkata | Suburban<br>Estates<br>Private<br>Limited | 1,49,000/-         |
| 14. | NEFT Ref. No.<br>N1982115699<br>96644        | 17-07-2021 | HDFC Bank<br>Ltd., Dr. U. N.<br>Brahmachari<br>Street, Kolkata | Enclave Guest<br>House Private<br>Limited | 1,000/-            |
|     |  |            |  | <b>Total</b>                              | <b>73,00,000/-</b> |

(Rupees Seventy Three Lacs only)

Enclave Guest House Pvt. Ltd.  
Sarfaraz Alam  
Director












Suburban Estates Pvt. Ltd.  
Ranjit Chatterjee  
Director  
(OWNERS)












**WITNESSES:**












Jasobanta Swain  
Dilip Kr. Mahata





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

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

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

वर्तमान खाता / PERMANENT ACCOUNT NUMBER  
AAECS0892M

संस्था / NAME  
SUBURBAN ESTATE PRIVATE LIMITED

पंजीकरण तिथि / DATE OF INCORPORATION/FORMATION  
29-07-1948

*CB Das*  
अधीक्षक, आयकर, व.स. - 11  
COMMISSIONER OF INCOME-TAX, W.S. - XI

Suburban Estates Pvt. Ltd.

*Ranjit Chaturvedi*  
Director

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER  
ADQPC4445E



नाम /NAME  
RANAJIT CHATTERJEE

पिता का नाम /FATHER'S NAME  
PRANAB KUMAR CHATTERJEE

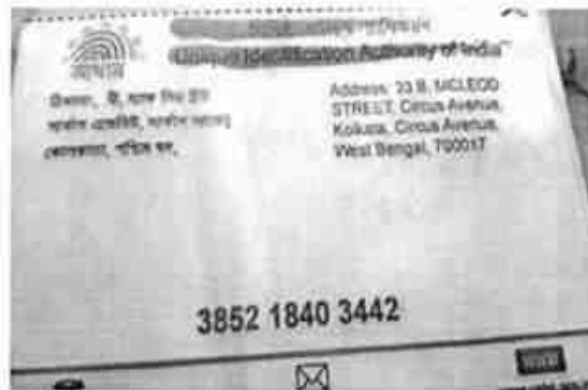
जन्म तिथि /DATE OF BIRTH  
29-09-1965

हस्ताक्षर /SIGNATURE  
*Ranjit Chatterjee*

*Stahin*

आयकर अधिकारी, (कम्यू. भाग.), कोलकाता.  
COMMISSIONER OF INCOME-TAX(C.O.), KOLKATA

*Ranjit Chatterjee*



Ranajit Chatterjee



Enclave Guest House Pvt. Ltd.

Sarfraz Alam  
Director





Sarfraz Alam


**ভারত সরকার**  
**Government of India**


 Name  
 Sarfaraz Alam  
 Father : অতিউর রহমান  
 Father : ATIUR RAHMAN  
 Date of Birth / Year of Birth : 1982  
 Gender / Male



**6713 0525 7792**

**আধার - সাধারণ মানুষের অধিকার**


**ভারত সরকার**  
**Unique Identification Authority of India**

ঠিকানা:  
 ১১৮, এলিট রোড, পার্ক স্ট্রীট  
 ১১৫ এ, কোকাতা, বর্ধমান  
 ৭০০০১৬

Address:  
 118, ELLIOT ROAD, Park Street  
 H.O. Park Street, Kolkata, West  
 Bengal, 700016

**6713 0525 7792**

 1947  
 1900 200 1947

 [help@uidai.gov.in](mailto:help@uidai.gov.in)

 [www.uidai.gov.in](http://www.uidai.gov.in)

Sarfaraz Alam

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

MAMTAMAYEE BUILDERS PRIVATE  
LIMITED



26/04/2013  
Permanent Account Number

AAICM5900E

MAMTAMAYEE BUILDERS LLP

Partner

एक प्रतिलिपि को संश्लेषित करने के लिए प्रयुक्त नहीं है।  
अधिक जानकारी के लिए, कृपया हमें संपर्क करें।  
संपर्क: 911, 911, 911 / 911  
संपर्क: 911, 911, 911 / 911  
911-111-1111  
इस प्रतिलिपि को संश्लेषित करने के लिए प्रयुक्त नहीं है।  
अधिक जानकारी के लिए, कृपया हमें संपर्क करें।  
संपर्क: 911, 911, 911 / 911  
संपर्क: 911, 911, 911 / 911  
संपर्क: 911, 911, 911 / 911  
संपर्क: 911, 911, 911 / 911

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

ISHAN KARNANI  
MAHESH KARNANI

04/01/1990

Permanent Account Number

AGAPK4693H

*Ishan Karnani*

Signature



04/01/2021

यदि कोई भी व्यक्ति, जो कि कृपया सूचित करें, किसी  
अज्ञात रूप से इस कार्ड, या इस की एक  
कॉपी को खोया, तो कृपया तुरंत आयकर विभाग से संपर्क करें, ताकि इसे रद्द  
करा जा सके। संपर्क नंबर: 144-400 213

If this card is lost / someone's lost card is found,  
please inform / report to  
Income Tax PAN Services Unit, NSDL  
1st Floor, Times Tower,  
Kamala Mills Compound,  
5 B Marg, Lower Park, Mumbai - 400 013.  
Tel: 91-22-2499 4650, Fax: 91-22-2495 0664  
email: [nsdl@pan.iti.co.in](mailto:nsdl@pan.iti.co.in)

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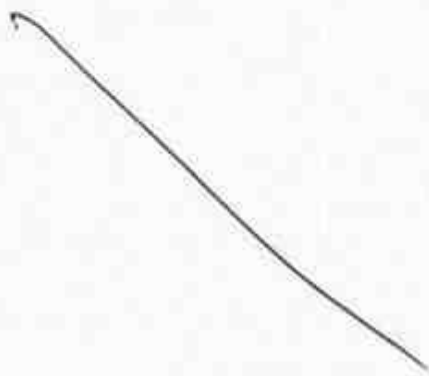
 भारत सरकार  
GOVERNMENT OF INDIA

 **इनाम कर्मवी**  
Ishaan Kamari  
कचक्र तिथि / DOB: 04/01/1990  
पुल्ल / MALE



**7126 5786 6713**

आधार-माध्यम मान्यता अधिकार



 भारतीय विशिष्ट पहचान प्राधिकरण  
INDIAN IDENTIFICATION AUTHORITY OF INDIA

**ठिकाना:** **Address:**  
1, अकलासठ (एनएच), मार्केट  
1, AUCKLAND SQUARE, Office  
अहमिड, (कलकत्ता)  
Avenue, Kolkata  
पश्चिम बंग - 700017  
West Bengal - 700017

**7126 5786 6713**

**Aadhaar-Aam Admi ka Adhikar**

*Ish* 



ভারত সরকার  
Government of India



স্বাক্ষর যোগাযোগ  
Jasobanta Swain  
পিতা : কপিল সোয়ান  
Father : Kapil Swain  
জন্ম তারিখ / DOB : 02/05/1970  
পুংস / Male



5827 0093 6087

আমার আধার, আমার পরিচয়



ভারতীয় একমুদ্রিত পরিচয় সার্ভিস  
Unique Identification Authority of India

ঠিকানা:  
2/2, ব্রজেন মুখার্জী রোড,  
বেহালা, কোলকাতা, বেঙ্গাল,  
পশ্চিম বঙ্গ, 700034

Address:  
2/2, BROJEN MUKHERJEE  
ROAD, Behala, Kolkata, Behala,  
West Bengal, 700034

5827 0093 6087



Jasobanta Swain



DATED THIS 3<sup>rd</sup> DAY OF SEPTEMBER 2021

BETWEEN

SUBURBAN ESTATES PVT. LTD. & ANR.

... OWNERS

AND

MAMTAMAYEE BUILDERS LLP

... DEVELOPER

AGREEMENT

DSP LAW ASSOCIATES

Advocates

4D NICCO HOUSE

1B & 2 HARE STREET

KOLKATA-700001

## Major Information of the Deed

|  |   |                                 |            |
|--|---|---------------------------------|------------|
| Deed No :  | I-1904-08928/2021   | Date of Registration            | 03/09/2021 |
| Query No / Year  | 1904-2001655406/2021  | Office where deed is registered |            |
| Query Date   | 31/08/2021 4:59:01 PM   | 1904-2001655406/2021            |            |
| Applicant Name, Address & Other Details                      | Arun Kumar Senapati<br>Sealdah Civil Court, Thana : Entaly, District : South 24-Parganas, WEST BENGAL, PIN - 700014, Mobile No. : 9831361182, Status : Advocate |                                 |            |
| Transaction  | Additional Transaction  |                                 |            |
| [0110] Sale, Development Agreement or Construction agreement | [4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 73,00,000/-]                         |                                 |            |
| Set Forth value  | Market Value  |                                 |            |
|  | Rs. 8,17,32,559/-   |                                 |            |
| Stampduty Paid(SD)   | Registration Fee Paid   |                                 |            |
| Rs. 75,031/- (Article:48(g))                                 | Rs. 73,105/- (Article:E, E, B)  |                                 |            |
| Remarks  | Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)  |                                 |            |

### Land Details :

District: North 24-Parganas, P.S:- Cossipur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Gopal Chatterjee Road, , Premises No: 23, , Ward No: 001 Pin Code : 700002

| Sch No               | Plot Number | Khatian Number | Land Use Proposed ROR | Area of Land               | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details       |
|----------------------|-------------|----------------|-----------------------|----------------------------|-------------------------|-----------------------|---------------------|
| L1                   | (RS :- )    |                | Bastu                 | 19 Katha 8 Chatak 26 Sq Ft |                         | 7,49,01,453/-         | Property is on Road |
| <b>Grand Total :</b> |             |                |                       | <b>32.2346Dec</b>          | <b>0 /-</b>             | <b>749,01,453 /-</b>  |                     |

### Structure Details :

| Sch No   | Structure Details | Area of Structure  | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details             |
|--|-------------------|--------------------|-------------------------|-----------------------|---------------------------|
| S1   | On Land L1        | 11522 Sq Ft.       | 0/-                     | 68,31,106/-           | Structure Type: Structure |
| Gr. Floor, Area of floor : 11522 Sq Ft., Residential Use, Mosaic Floor, Age of Structure: 40 Years, Roof Type: Pucca, Extent of Completion: Complete |                   |                    |                         |                       |                           |
| <b>Total :</b>   |                   | <b>11522 sq ft</b> | <b>0 /-</b>             | <b>68,31,106 /-</b>   |                           |

### Land Lord Details :










| SI No | Name,Address,Photo,Finger print and Signature  |
|-------|--|
| 1     | <b>SUBURBAN ESTATES PRIVATE LIMITED</b><br>23, Gopal Chandra Chatterjee Road, City:- , P.O:- Cossipur, P.S:-Cossipur, District:-North 24-Parganas, West Bengal, India, PIN:- 700002 , PAN No.:: AAxxxxx2M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative |

|   |   |
|---|---|
| 2 | <b>ENCLAVE GUEST HOUSE PRIVATE LIMITED</b><br>2A, Sarat Bose Road, City:- , P.O:- Lala Lajpat Rai Sarani, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 , PAN No.:: AAXxxxx0H,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     | <b>MAMTAMAYEE BUILDERS LLP</b><br>304, Chandan Niketan, Third Floor, 52A, Shakespeare Sarani, City:- Kolkata, , P.O:- Circus Avenue, P.S:- Beniapukur, District:-Kolkata, West Bengal, India, PIN:- 700017 , PAN No.:: ABxxxxxx7B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative |

**Representative Details :**

| SI No  | Name,Address,Photo,Finger print and Signature   |   |  |  |
|--|---|---|--|--|
| 1  | <b>Name</b>   | <b>Photo</b>  | <b>Finger Print</b>  | <b>Signature</b>   |
|  | <b>Ranajit Chatterjee</b><br>Son of Late Pranab Kumar Chatterjee<br>Date of Execution - 03/09/2021, , Admitted by: Self, Date of Admission: 03/09/2021, Place of Admission of Execution: Office | <br><small>Sep 3 2021 3:59PM</small>   | <br><small>LTI 03/09/2021</small>   | <br><small>03/09/2021</small>   |
| , 33B, McLeod Street, City:- Kolkata, , P.O:- Circus Avenue, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700017, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx5E,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SUBURBAN ESTATES PRIVATE LIMITED (as Director) |   |   |  |  |
| 2  | <b>Name</b>   | <b>Photo</b>  | <b>Finger Print</b>  | <b>Signature</b>   |
|  | <b>Sarfraz Alam</b><br>Son of Late Atiur Rahman<br>Date of Execution - 03/09/2021, , Admitted by: Self, Date of Admission: 03/09/2021, Place of Admission of Execution: Office                  | <br><small>Sep 3 2021 4:00PM</small> | <br><small>LTI 03/09/2021</small> | <br><small>03/09/2021</small> |
| , 118, Elliot Road, City:- Kolkata, , P.O:- Elliot Road, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AHxxxxxx6K,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : ENCLAVE GUEST HOUSE PRIVATE LIMITED (as Director)  |   |   |  |  |
| 3  | <b>Name</b>   | <b>Photo</b>  | <b>Finger Print</b>  | <b>Signature</b>   |
|  | <b>Ishan Karnani (Presentant )</b><br>Son of Mahesh Karnani<br>Date of Execution - 03/09/2021, , Admitted by: Self, Date of Admission: 03/09/2021, Place of Admission of Execution: Office      | <br><small>Sep 3 2021 4:01PM</small> | <br><small>LTI 03/09/2021</small> | <br><small>03/09/2021</small> |

1D And 1E, Auckland Court, 1 Auckland Square, City:- Kolkata, , P.O:- Circus Avenue, P.S:-Shakespear Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGxxxxxx3H, Aadhaar No: 71xxxxxxxx6713 Status : Representative, Representative of : MAMTAMAYEE BUILDERS LLP (as DESIGNATED PARTNER)

**Identifier Details :**

| Name  | Photo   | Finger Print  | Signature   |
|---|---|---|---|
| <b>Jasobanta Swain</b><br>Son of Kapil Swain<br>2/2, Brojen Mukherjee Road, City:- , P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 |  |  |  |
|   | 03/09/2021  | 03/09/2021  | 03/09/2021  |
| Identifier Of Ranajit Chatterjee, Sarfaraz Alam, Ishan Karnani  |   |   |   |

**Transfer of property for L1**

| Sl.No | From                                | To. with area (Name-Area)           |
|-------|-------------------------------------|-------------------------------------|
| 1     | SUBURBAN ESTATES PRIVATE LIMITED    | MAMTAMAYEE BUILDERS LLP-20.3078 Dec |
| 2     | ENCLAVE GUEST HOUSE PRIVATE LIMITED | MAMTAMAYEE BUILDERS LLP-11.9268 Dec |

**Transfer of property for S1**

| Sl.No | From                                | To. with area (Name-Area)                   |
|-------|-------------------------------------|---|
| 1     | SUBURBAN ESTATES PRIVATE LIMITED    | MAMTAMAYEE BUILDERS LLP-7258.86000000 Sq Ft |
| 2     | ENCLAVE GUEST HOUSE PRIVATE LIMITED | MAMTAMAYEE BUILDERS LLP-4263.14000000 Sq Ft |

**Endorsement For Deed Number : I - 190408928 / 2021**

**On 03-09-2021**

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

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

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

Presented for registration at 15:46 hrs on 03-09-2021, at the Office of the A.R.A. - IV KOLKATA by Ishan Karnani ,.

**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 8,17,32,559/-

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

Execution is admitted on 03-09-2021 by Ranajit Chatterjee, Director, SUBURBAN ESTATES PRIVATE LIMITED (Private Limited Company), 23, Gopal Chandra Chatterjee Road, City:- , P.O:- Cossipur, P.S:-Cossipur, District:-North 24-Parganas, West Bengal, India, PIN:- 700002

Indetified by Jasobanta Swain, , , Son of Kapil Swain, 2/2, Brojen Mukherjee Road, P.O: Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Private Service

Execution is admitted on 03-09-2021 by Sarfaraz Alam, Director, ENCLAVE GUEST HOUSE PRIVATE LIMITED (Private Limited Company), 2A, Sarat Bose Road, City:- , P.O:- Lala Lajpat Rai Sarani, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700020

Indetified by Jasobanta Swain, , , Son of Kapil Swain, 2/2, Brojen Mukherjee Road, P.O: Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Private Service

Execution is admitted on 03-09-2021 by Ishan Karnani, DESIGNATED PARTNER, MAMTAMAYEE BUILDERS LLP (LLP), 304, Chandan Niketan, Third Floor, 52A, Shakespeare Sarani, City:- Kolkata, , P.O:- Circus Avenue, P.S:- Beniapukur, District:-Kolkata, West Bengal, India, PIN:- 700017

Indetified by Jasobanta Swain, , , Son of Kapil Swain, 2/2, Brojen Mukherjee Road, P.O: Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Private Service

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 73,105/- ( B = Rs 73,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 84/-, by online = Rs 73,021/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 01/09/2021 6:19PM with Govt. Ref. No: 192021220067361091 on 01-09-2021, Amount Rs: 73,021/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 1545804404 on 01-09-2021, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 10/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 50723, Amount: Rs.10/-, Date of Purchase: 05/08/2021, Vendor name: S Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 01/09/2021 6:19PM with Govt. Ref. No: 192021220067361091 on 01-09-2021, Amount Rs: 75,021/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 1545804404 on 01-09-2021, Head of Account 0030-02-103-003-02



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

**Certificate of Registration under section 60 and Rule 69.**

**Registered in Book - I**

**Volume number 1904-2021, Page from 439668 to 439743**

**being No 190408928 for the year 2021.**



**(Mohul Mukhopadhyay) 2021/09/24 10:49:56 AM**

**ADDITIONAL REGISTRAR OF ASSURANCE**

**OFFICE OF THE A.R.A. - IV KOLKATA**

**West Bengal.**

**(This document is digitally signed.)**