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भारतीय गैर न्यायिक

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TWENTY RUPEES

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पश्चिमबंगला पश्चिम बंगाल WEST BENGAL 31AA 401260

21956199/23

11-11
18/04/23

Additional Registrar of Assurances Kolkata

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

Additional Registrar of Assurances II Kolkata

18 APR 2023

DEVELOPMENT AGREEMENT

1. **Date:** 18.4.2023.

2. **Place:** Kolkata

04 FEB 2023

04 FEB 2023

SINHA & CO.
NAME 4, Fa... Lane, Gr. Floor,
ADD. Kolkata - 700 001
Rs.
4 FEB 2023
S. CHATTERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kol-1

44937
44937

Identified by me

Pradup Baid
S/o Late R. L. Baid
Chatterjee, VIP Rd.
Flat 4A, Block-2
Kolkata 700052

Identified by me.

Government of West Bengal
GRIPS 2.0 Acknowledgement Receipt
Payment Summary

170420232001779279

GRIPS Payment Detail

GRIPS Payment ID:	170420232001779279	**Payment Init. Date:**	17/04/2023 14:25:02
Total Amount:	85042	**No of GRN:**	1
Bank/Gateway:	State Bank of India	**Payment Mode:**	Online Payment
BRN:	CKW6669060	**BRN Date:**	17/04/2023 14:26:10
Payment Status:	Successful	**Payment Init. From:**	GRIPS Portal

Depositor Details

Depositor's Name:	Earthwork Nirman Private Limited
Mobile:	9874242281

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240017792801	Directorate of Registration & Stamp Revenue	85042
		Total	**85042**

IN WORDS: **EIGHTY FIVE THOUSAND FORTY TWO ONLY.**

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

PAID

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

192023240017792801

GRN Details

GRN:	192023240017792801	**Payment Mode:**	Online Payment
GRN Date:	17/04/2023 14:25:02	**Bank/Gateway:**	State Bank of India
BRN :	CKW6669060	**BRN Date:**	17/04/2023 14:26:10
GRIPS Payment ID:	170420232001779279	**Payment Init. Date:**	17/04/2023 14:25:02
Payment Status:	Successful	**Payment Ref. No:**	2000956199/3/2023 [Query No/*/Query Year]

Depositor Details

Depositor's Name:	Earthwork Nirman Private Limited
Address:	Jagardanga, Narayanpur Kolkata, West Bengal, 700136
Mobile:	9874242281
EMail:	sajal@banyantreegroup.in
Contact No:	9874242281
Depositor Status:	Others
Query No:	2000956199
Applicant's Name:	Mr Dipak Jana
Identification No:	2000956199/3/2023
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	17/04/2023
Period To (dd/mm/yyyy):	17/04/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000956199/3/2023	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2000956199/3/2023	Property Registration- Registration Fees	0030-03-104-001-16	10021
			Total	**85042**

IN WORDS: **EIGHTY FIVE THOUSAND FORTY TWO ONLY.**

3. Parties

3.1 **GSPR DEVELOPERS PRIVATE LIMITED (PAN AABCJ2378Q), (CIN No. CU70102WB1982PTC035139)**a company incorporated under the Companies Act 1956 having its registered office at Akshay Niloy Housing Complex, Block C/1, Flat No 1 B, Ground Floor Narayanpur, Police Station Airport, Post Office Rajarhat Gopalpur, Kolkata 700 136, represented by its Director **MR SUBHASH CHAND KHANDELWAL (PAN No AEUPK9157J),(Aadhar No. 6302 0448 9674)**, son of Mr. Debi Prasad Khandelwal, by faith Hindu, by nationality Indian, by occupation Business, residing at Flat No. 4, 9th Floor, Block G, Forum Pravesh, Premises no. 212, Girish Ghosh Road, Police Station Belur, Post Office Belur, Howrah 711 202,

(**OWNER**, includes successors-in-interest and/or assigns)

AND

EARTHWORK NIRMAN PRIVATE LIMITED (PAN : AACCE2035N), (CIN NO. : U45400WB2009PTC132161), a company incorporated under the Companies Act, 1956, having its Registered Office at Sunland Residency, Block –1, First Floor, Jagardanga, Post Office Rajarhat Gopalpur, Police Station Narayanpur, Kolkata – 700 136, represented by its authorized signatory **MR. PRABIR ROY CHOWDHURY (PAN : ADIPR1841H), (AADHAAR NO. : 3291 9498 7795),** son of Late Netai Roy Chowdhury, by Faith- Hindu, by Occupation-Business, by Nationality- Indian, residing at BF-14, Salt Lake, Sector-I, Post Office – CC Block, Police Station Bidhannagar (North), Kolkata 700 064, District 24 Parganas North, West Bengal.

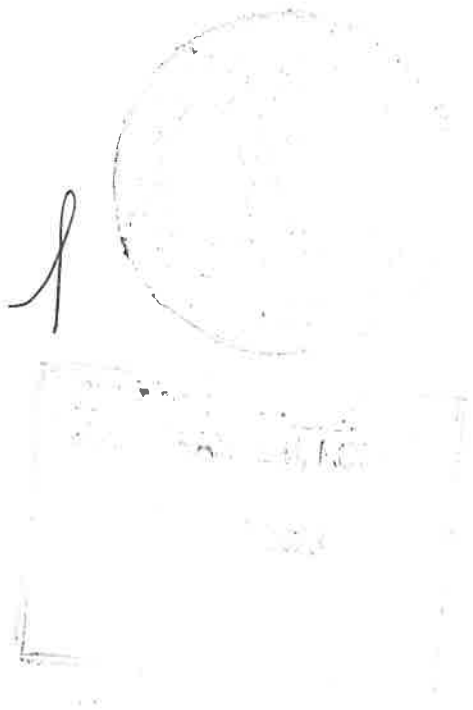
(**DEVELOPER**, includes successors-in-interest and/or assigns).

Owner and Developer are hereinafter individually referred to as such or as **PARTY**and collectively as **PARTIES**

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. Subject Matter of Agreement

4.1 **Development and Commercial Exploitation of Said Property:** Agreement between the Owner herein and the Developer herein with regard to development and commercial exploitation of **ALL THAT** piece and parcel of land admeasuring 1 Bigha, 7 Cottahs, 6 Chittacks and 12 Square Feet out of total land admeasuring 95 Decimals



comprised in C.S. Dag no. 447 corresponding to R.S. and L.R. Dag no. 470 and land admeasuring 1 Bigha, 11Cottahs and 7 Square Feet out of 87 Decimals comprised in C.S. Dag no. 450 corresponding to R.S. and L.R. Dag no. 472, in total admeasuring 2 Bighas, 18 Cottahs, 6 Chittacks and 19 Square Feet lying and situated at Mouja Raghunathpur comprised in J.L. no. 8, R.S. no. 134, Touzi no. 3027, C.S.Khatian no. 200, R.S. Khatian no. 263 corresponding to L.R. Khatian no. 19/1, District 24 Parganas North, Police Station Rajarhat (Old),Baguiati, (New), previously within the ambit of Gopalpur Arjunpur no 3 Gram Panchayet presently Ward no. 9 within the ambit of Bidhannagar Municipal Corporationmorefully and particularly described and enumerated in the **FIRST SCHEDULE**below (**Said Property**), by way of construction of a complex comprising of a cluster of new buildings and ancillary facilities and other areas on the Said Property (collectively **Said Complex**) and commercial exploitation of the Said Complex for the benefit of the Parties hereto (collectively **Project**).

5. Representations, Warranties and Background

5.1 **Owners' Representations:** The Owner hereinto the best of their knowledgehave represented and warranted to the Developer herein as follows:

5.1.1 **Ownership of Said Property:** Through the devolution of title of the Said Property as stated in the **SECONDSCHEDULE**below (**Devolution Of Title**), the Owner herein has become the absolute owner of the Said Property.

5.1.2 **Rights of Owner:** The Owner herein is seized and possessed of and well and sufficiently entitled to the Said Property. No person other than the Owner hereinhas any right, title and/or interest of any nature whatsoever in the Said Property or any part thereof.

5.1.3 **OwnerHave Marketable Title:** The right, title and interest of the Owner herein in the Said Property are free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage or lien. The Owner herein shall at its cost and responsibility keep the Said Property free and marketable till the completion of the Project.

5.1.4 **No Encumbrance by Act of Owner:** The Owner herein 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 Said Property or any part thereof can or may be impeached, encumbered or affected in

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title or would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer herein under this Agreement.

5.1.5 **No Previous Agreement:** The Owner herein has not entered into any agreement for sale or transfer or lease or development of the Said Property with any person or persons, save the Developer herein and/or persons in control of the Developer herein.

5.1.6 **No Requisition or Acquisition:** The Said Property is at present not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise and the Owner herein assert that It has not received any notice of any proceeding or are not involved in any proceeding relating to Urban Land Ceiling in respect of the Said Property.

5.1.7 **Right, Power and Authority to Enter into Agreement:** The Owner herein have good right, full power, absolute authority and indefeasible title to enter into this Agreement and perform and discharge the obligations contained herein and appropriate Resolutions/Authorizations to that effect exist.

5.1.8 **No Dues:** No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities having jurisdiction over the Said Property.

5.1.9 **No Right of Preemption:** No person or persons have/had/has made any claim of preemption over and in respect of the Said Property or any part thereof.

5.1.10 **No Mortgage:** No mortgage or charge has been created by the Owner herein by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.

5.1.11 **No Personal Guarantee:** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.

5.1.12 **Status of Possession:** The Said Property is presently in the *khas*, vacant, peaceful and absolute possession of the Owner herein.

5.1.13 **Original Title Deeds :**That the original Title Deeds relating to the said Property are in the custody of the Land Owner 5.1.14 **Free From All Encumbrances:** The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lispendens*, uses, *debutters*, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Owner herein or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Owner herein and the title of the Owner herein to the Said Property is free, clear and marketable.

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

5.2.1 **Infrastructure, Expertise and Financial Capacity of Developer:** The Developer herein is carrying on business of construction and development of real estate and has necessary infrastructure and expertise in this field as also the financial capacity to successfully undertake and complete the development of the Said Propertyin the manner envisaged in this Agreement and has and/or will have in due course necessary licenses, permissions and registration from concerned authorities to undertake the development of the Said Property.

5.2.2 **Financial Arrangement and Marketing:** The Developer herein is and during the tenure of this Agreement shall remain competent to arrange the financial inputs either from its own source or from banks and financial institutions required for development of the Said Property and has the necessary infrastructure and expertise to market the Project to the Transferees (defined in Clause 5.3 below).

5.2.3 **No Abandonment:** The Developer herein shall not abandon, delay or neglect the Project in any manner and shall accord the highest financial as well as infrastructural priority thereto.

5.2.4 **Brand Image:** The Developer herein has a very well-respected brand image and such image should lead to value addition to and better realization from the Said Complex.

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5.2.5 **Developer has Authority:** The Developer herein has full authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.

5.2.6 **Satisfaction of Title and Possession:** The Developer herein has independently examined, caused searches, understood, verified and satisfied itself about the title of the Owner herein, the nature and character of the land and constructions comprised in the Said Property, the status of government records and government stand regarding the Said Property and the possession of the Said Property but nevertheless the Owner herein shall remain responsible and liable for any bona fide claims that may be made with regard to title by any third party till completion of the project.

5.3 **Decision to Develop:** The Owner herein decided to develop the Said Property. Pursuant thereto, preliminary discussions were held with the Developer herein for taking up the development of the Said Property by constructing the Said Complex and by commercially exploiting the Said Complex by way of implementation of Project by selling the saleable spaces and amenities in the Said Complex (**Units**) to prospective buyers [collectively **Transferees**, which expression includes, without limitation or exception all persons who agree to buy Units in the Said Complex and for the purposes contained in Clauses 8.9 and 11.5 hereto shall include **(1)** the Owner herein for unsold Units comprised in the Units given to the Owners (defined in Clause 6.1 below) and **(2)** the Developer herein for unsold Units comprised in the Units given to the Developer herein (defined in Clause 6.1 below)]. Broad terms and conditions were agreed and it was also agreed that a formal development agreement would be entered into in due course. This Agreement is such formal development agreement and is the governing contract and understanding between the Parties.

5.4 **Finalization of Terms Based on Reliance on Representations:** Pursuant to the above and relying on the representations made by the Parties to each other as stated above, final terms and conditions agreed by and between the Parties [superseding all previous correspondence and agreements (oral or written) between the Parties] for the Project are being recorded by this Agreement.

6. Basic Understanding

ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA

2023

6.1 **Development of Said Property by Construction and Commercial Exploitation of Said Complex:** The Parties have mutually decided that the Developer herein be and is hereby appointed to take up the Project, i.e. the development of the Said Property by construction of the Said Complex thereon and commercial exploitation of the Said Complex by way of sale, lease, transfer etc. (**Alienation**)for mutual benefit of the Parties.The entire proceeds arising from the Alienation of the Said Complex (**Realizations**)and all saleable spaces remaining unsold upon the completion of the Said Complex within the Completion Time (defined in Clause 8.7 below) (**Unsold Units**) shall be shared by and between the Owner herein and the Developer herein in the ratio of 30:70. In other words, the Owner herein shall be entitled to 30% (Thirtypercent) of the Realizations and 30% (Thirtypercent) of the Unsold Units (collectively **Units given to the Owners**) and the Developer herein shall be entitled to 70% (Seventypercent) of the Realizations and 70% (Seventypercent) of the Unsold Units (collectively **Units given to the Developer herein**).It is clarified that from the Realizations comprised in the Units given to the Owners, the Developer herein shall be entitled to hold back/deduct **(1)** the Extras (defined in Clause 8.9 below)**(2)** the Marketing Cost (defined in Clause 11.15 below) and **(3)**Goods and Service Tax and / or any other levies as may be applicable from time to time.

6.2 **Nature and Use of Said Complex:**The Said Complex shall be constructed in accordance with architectural building plans bearing Sanction Plan No. SWS-OBPAS/2109/2022/0518 dated 28th March, 2023for 3 Blocks of G+ 4 storied building sanctioned by the Bidhannagar Municipal Corporation and other statutory authorities concerned with sanction in the name of erstwhile Owner M/s A. T. Deb Private Limited, as a ready-to-use cluster of residential buildings with specified areas, amenities and facilities to be enjoyed in common. The cluster of residential buildings (collectively **Said Buildings**) is laid out in the manner designed by the Architect. It is clarified that the vertical extent of the Building Plans may be sanctioned in phases viz. initial and final, as per regulatory norms of the Planning Authorities and thus the expression Building Plans shall include all such sanctions in phases.

6.3 **Costs of Development etc.:** The Developer herein shall bear and pay all costs and expenses of and relating to construction, development of the Said Complex and shall have absolute right and full authority to appoint contractors, sub-contractors, agents, sub-agents etc. in this regard.

6.4 **First Right of Refusal:** In the event the Owner herein decide to sell off the shareholding or part with control or management of the Owner herein in the Said Property, it shall first offer to transfer its shares in the Said Property to the Developer herein in writing. The Developer herein shall intimate the Owner herein about its decision in writing within 7 (seven) days from the date of the receipt of such offer. In the event the offer of the Owner herein is turned down by the Developer herein in writing or the Developer herein fails to intimate the Owner herein about its decision within the above period of 7 (seven) days, the Owner herein shall be at liberty to place such offer to any third party. Similarly, if the Developer herein is desirous of disposing off its shareholding in the Project, it should offer the same in writing to the Owners at the first instance. In the event the offer of the Developer herein is turned down by the Owner herein in writing or the Owner herein fail to intimate the Developer herein about its decision within the above period of 7 (seven) days, the Developer herein shall be at liberty to place such offer to any third party. It is further clarified that any transfer by either party shall be subject to this Development Agreement and proposed transferee shall be abide by all the terms and conditions contained in this Development Agreement.

6.5 **Owners Represented by:** For all practical purposes, Mr. Subhash Chand Khandelwal residing at Flat No. 4, 9th Floor, Block G, Forum Pravesh, Premises no. 212, Girish Ghosh Road, Police Station Belur, Post Office Belur, Howrah 711 202shall represent the Owner herein and the Developer herein shall communicate with Mr. Subhash Chand Khandelwal.

7. Appointment and Commencement

7.1 **Appointment and Acceptance:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, the Owner herein hereby appoint the Developer herein as the developer of the Said Property with right to execute the Project in accordance with this Agreement. The appointment of the Developer herein is subject to punctual and full performance by the Parties of their respective obligations under this Agreement. The Developer herein hereby accepts the said appointment by the Owner herein.

ADDITIONAL REGISTRAR
OF A[illegible]E-II, KOLKATA

[illegible] 2023

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

8. Sanction, Construction and Adjacent Lands

8.1 **Survey and Measurement:** The Said Property has already been surveyed and measured jointly by the Parties and therefore the measurements given in the **FIRSTSCHEDULE** of this Agreement are final and binding on the Parties.

8.2 **Mutation:** The Owner shall at its own costs take steps for mutation of its name in the records of the concerned B.L. & L.R.O. and also in the records of the Bidhannagar Municipal Corporation, as the owner of the said Premises.

8.3 **Local Issues:** The Developer herein and the Owner herein shall be jointly responsible for dealing with all local and political issues in respect of the development of the Said Property.

8.4 **Building Plans:** With regard to the Building Plans it is clarified that **(1)** modifications and revisions of the Building Plans may be made by the Developer herein so that full potential of FAR of the Said Property shall be ultimately and eventually utilized for construction of the Said Complex on the Said Property **(2)** the Developer herein shall be responsible for obtaining all approvals needed for such modifications and revisions of the Building Plans (including Occupancy Certificate) **(3)** all costs, charges, expenses, outgoings and fees for sanctions and clearances of modifications and revisions of the Building Plans shall be borne and paid by the Developer herein.

8.5 **Architect and Consultants:** The Developer herein shall pay all costs, charges and expenses of the Architect and other consultants in connection with construction work of the Project including professional fees and supervision charges and the Owner herein shall have no liability or responsibility thereto.

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8.6 **Construction of Said Complex:** Within 7 (seven) days of receiving all necessary approvals for commencement of construction of the Said Complex, the Developer herein shall notify the Owner herein of the same, in writing. The Developer herein shall commence the construction work of the Said Complex within 60 (sixty) days from the date of receiving all necessary approvals for commencement of construction. The Developer herein shall, at its own costs and expenses and without creating any financial or other liability on the Owner herein, construct, erect and complete the Said Complex in accordance with the sanctioned Building Plans. Such construction shall be as per specifications described in the **THIRDSCHEDULE** below, common to all Units of the Said Complex (**Specifications**). The Developer herein shall use standard quality building materials.

8.7 **Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties that the Developer herein shall construct, erect and complete Said Complex within a period of 42(Forty Two) months from the date of start of construction with a grace period of 6 (six) months, subject to Force Majeure as defined in Clause 21 below (**Completion Time**). In this regard it is clarified that the Completion Time shall not include the time required for obtaining the occupancy certificate from the competent authority the Said Complex or portions thereof shall be deemed to be completed if so certified by the Architect along with an undertaking of the Developer herein to obtain the occupancy certificate from the Bidhannagar Municipal Corporation. If there is any delay in completing the Project except due to Force Majeure (explained in Clause 21 below), the Owner herein shall be paid adequate compensation/damages for the same as be mutually decided by the Parties and failing such mutuality, the same shall be quantified by arbitration.

8.8 **Occupancy Certificate:** Within 6 (six) months from the Completion Time, the Developer herein shall, at its own costs and expenses, obtain the occupancy certificate from the Bidhannagar Municipal Corporation

8.9 **Common Portions:** The Developer herein shall, at its own costs, install and erect in the Said Complex and/or through adjoining project/s of the Developer herein, the common areas, amenities and facilities such as stairways, lifts, generators, fire fighting apparatus, passages, driveways, common lavatory, electric meter space, pump room, reservoir, over head water tank, water pump

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and motor, water connection, drainage connection, sewerage connection and other facilities required for establishment, enjoyment, maintenance and management of the Said Complex (collectively **Common Portions**). For permanent electric connection to the Units, the Transferees shall pay the deposits demanded by CESC/WBSEDCL and/or other agencies and the Owner herein shall also pay the same for the unsold Units pertaining to Owner's share . It is clarified that the expression Transferees includes the Owner herein and the Developer herein, to the extent of Unsold Units (defined in Clause 11.6 below) in the Said Complex. The Transferees shall pay all extra amounts to the Developer hereinfor certain special services and some of the Common Portions i.e. **(1)** proportionate costs and expenses for transformer, sub-station, HT panel, cabling and allied equipment installed for supply of electricity to the Said Complex **(2)** deposits or proportionate share of deposits required to be given to CESC/WBSEDCL and/or other agencies **(3)** deposits or proportionate share of deposits required to be given to other statutory and/or utility supply agencies **(4)** the charges for generator **(5)** the deposits and advance for maintenance**(6)** legal documentation charges and **(7)**goods &service tax and /or any other levies, as applicable (collectively **Extras**).

8.10 **Building Materials:** The Developer herein shall be authorized in the name of the Owner herein to apply for and obtain at the costs of the Developer herein, quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owner herein and required for the construction of the Said Complex but under no circumstances the Owner herein shall be responsible for the same in any manner including, without limitation, to the entitlement, availability, price/value, storage and/or quality of the building materials, inputs and facilities.

8.11 **Temporary Connections:** The Developer herein shall be authorized in the name of the Owner herein to apply for and obtain at the costs of the Developer herein, temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer herein shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage and other applicable charges.

8.12 **Modification:** Any amendment or modification to the Building Plans may be made or caused to be made by the Developer herein within the permissible limits of the Planning Authorities.

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8.13 **Co-operation:** Neither Party shall indulge in any activities that may be detrimental to the development of the Said Property and/or may affect the mutual interest of the Parties. The Owner herein shall provide all cooperation that may be necessary for successful completion of the Project.

8.14 **Adjacent Lands:** The Developer herein shall be absolutely entitled to enter into any agreement or arrangement with the owners of further adjacent plots of the Project (**Others' Adjacent Lands**) on such terms as the Developer hereinmay agree with them, in which event the Others' Adjacent Lands shall be jointly developed with the Said Property without however, in any manner curtailing and/or infringing on or enhancing/increasing the entitlements of the Parties hereto in relation to the Said Property. The additional constructed areas and other benefits and rights available/allowable due to inclusions of such Others' Adjacent Lands in the Project shall belong to the Developer and/or be shared by and between the Developer and the owners of the Others' Adjacent Lands and the Owners herein shall have no concern therewith. Notwithstanding anything contained herein, in the event the Developer intends to acquire the Others' Adjacent Lands, the Developer shall, in writing, intimate the Owners of the same and shall allow the Owners the first option to purchase the Others' Adjacent Lands. In the event the Owners fail to purchase the Others' Adjacent Lands within a period of 15 (fifteen) days from the date of receipt of intimation from the Developer and/or inform the Developer of their intention not to purchase the Others' Adjacent Lands, the Developer shall be at liberty to purchase the Others' Adjacent Lands. In the event the Owners intend to sell and/or develop any land belonging to them and/or in their control that is immediately adjacent to the Said Property (**Owners' Adjacent Lands**), the Owners shall first offer the same to the Developer for development on the same terms and conditions as contained herein. The Owners shall be at liberty to deal with the Owners' Adjacent Lands according to their discretion only upon refusal by the Developer and/or upon failure by the Developer to intimate its decision within a period of 15 (fifteen) days from the date of receipt of intimation from the Owners.

9. Possession and Title Deeds

9.1 **Possession of Said Property:** Upon execution of this Agreement, the Owner shall grant to the Developer joint possession of the said Property and the

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Developer shall be entitled to post its security guards thereat and take all steps for the purpose of the Project including for measurement, planning, soil testing, etc. and construction of the New Buildings as per the Building Plans for the purpose of execution of the Project.

9.2 **Vacant Possession for construction:** Simultaneously with the sanction of Building Plan from the concerned authorities, the Owner shall make available the said Property to the Developer in complete peaceful vacant exclusive physical condition to enable development and construction.

9.3 **Deposit of Original Title Documents**: Simultaneously with the execution of the Agreement, the Owner shall deposit the Original Title Documents and all the Original regarding all Approvals and other related documents with the Developer. The Developer shall be entitled to produce the Original Title Documents before any person or authority and/or to allow inspection of the same. The Developer shall also be entitled to deposit the Original Title Documents with the Bank / Financial institution for obtaining Finance for the Project.

10. Powers and Authorities

10.1 **Power of Attorney for Sanction of Building Plans, Construction of Said Complex and Sale of Said Complex:** Simultaneously herewith, the Owner herein shall grant to the Developer herein and/or its nominees a registered Special Power of Attorney for the purpose of **(1)** getting the Building Plans sanctioned/revalidated/modified/altered by the Planning Authorities in terms of this Agreement **(2)** construction of the Said Complex in terms of this Agreement and **(3)** booking, entering into agreements and granting conveyance of all the Units in the Said Complex to the Transferees (**Said Power Of Attorney**). Grant of the Said Power Of Attorney by the Owner herein shall not however be deemed to affect/diminish in any manner the responsibility, liability or obligation of the Developer herein under this Agreement in relation to the matters contained in the Said Power Of Attorney. Notwithstanding anything to the contrary contained elsewhere or in the Said Power of Attorney, no financial or other liability shall be created on the Owner herein by virtue of grant of the Said Power Of Attorney or by the exercise of any power or authority under the Said Power Of Attorney and the Developer's nominee(s) who may be appointed as Constituted Attorneys shall neither be entitled to nor create any such liability. It is expressly agreed that the

liabilities and obligations of the respective Parties shall continue to remain the same as mentioned in this Agreement, irrespective of grant of the Said Power of Attorney.

10.2 **Exercise of Powers in Phases:** Since the Project may be completed by the Developer herein in phases, i.e., block by block, the aforesaid powers and authorities shall also be operative and be exercised in phases as more fully explained hereafter.

10.3 **Conditions Attached to Selling Rights of Developer:** The powers and authorities under the Said Power of Attorney may be exercised by the Developer herein in respect of all the Units in the Said Complex in terms of this Agreement.

10.4 **No Discharge:** The grant of any of the Said Power of Attorney by the Owner herein shall not discharge any of the obligations of the Developer herein under this Agreement including their obligation of dealing directly with the Owner herein and not through the Constituted Attorney, regarding **(a)** discussions and decisions **(b)** obtaining consent of the Owner herein and **(c)** keeping the Owner herein informed of all major steps being taken by the Developer herein and the Constituted Attorney, etc.

10.5 **Further Acts:** Notwithstanding grant of the Said Power of Attorney, the Owner herein hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. that may be necessary for enabling the Developer herein to perform all obligations under this Agreement.

11. Sale, Allocations, Financials, Possession and Project Finance

11.1 **Construction and Sale by Developer:** The Developer herein shall, at its own costs and expenses, construct, finish and complete the entirety of the Said Complex in tenantable condition and according to the Building Plans and the Specifications morefully and particularly described, enumerated and mentioned in the **THIRD SCHEDULE** below. The Developer herein will be solely entitled, responsible and liable to sell all Units in the Said Complex and such entitlement and responsibility shall continue upto the Completion Time. During such period, the entire Realizations will be divided proportionately between the Parties, i.e. the Owner herein shall be entitled to 30% (Thirty percent) thereof and the Developer

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herein shall be entitled to the remaining 70% (Seventy percent) thereof. Extras (defined and described in Clause 8.9 above) collected from the Transferees shall be accounted for by the Developer herein alone. In as much as each of the Parties is entitled to a part of the Realizations as mentioned above, the booking form, agreement and all other documents in respect of transfer to be entered into with the Transferees shall expressly provide that the amount paid by the Transferees will be paid only in the name of the Developer herein. It is clarified that the construction of the Units given to the Owners being 30% (Thirty percent) of the total areas of the Complex shall be deemed to be done by the Developer herein on behalf and account of the Owner herein.

11.2 **Proceeds Relatable to Units given to the Owner:** Subject to the terms & conditions contained in RERA including rules and regulations made thereunder the Owner shall be entitled to30% (Thirty percent) of the Realizations deposited with the Developer. In case of cancellation of any booking, the Owner herein shall be liable to refund 30% (Thirty percent) of the amounts received by the Owner herein in respect of such booking less any forfeiture.

11.3 **Proceeds Relatable to Units given to the Developer herein:** Subject to the terms & conditions contained in RERA including rules and regulations made thereunder the Developer shall be entitled to the balance 70% (Seventy percent) of the proceeds deposited with the Developer. In case of cancellation of any booking, the Developer herein shall be liable to refund 70% (Seventy percent) of the amounts received by the Developer herein in respect of such booking less any forfeiture.

11.4 **Effect of Cancellation of Booking/Agreement:** In case of cancellation of any booking or agreement, the Developer herein shall inform thereabout in writing to the Owner herein and within 7 (seven) days of such intimation the Parties shall refund their respective share (i.e.30%:70%) of the amounts received from the concerned Transferee until then, less any forfeiture. The decision of the Developer herein with regard to forfeiture shall be final and binding on the Owner herein. In case of the Owner herein failing to refund its part, the Developer herein shall be authorized to pay the Owner's part as well to the Transferee and in such event the Owner herein shall be liable to pay to the Developer herein interest @18% (eighteen percent) per annum on the amount under default for the period of default.

11.5 **Rate and Price for Units:** The rate and price for sales and transfer for the different categories of Units (including parking rights) and other saleable areas shall be fixed jointly by the Owner herein and the Developer herein and any booking below such rate and price shall not be made by the Developer herein. The rate and price shall be subject to revision from time to time as may be mutually agreed between the Parties. The Developer herein shall make available to the Owner herein monthly statement of accounts regarding sales with the rate and price and advances within the next seven days from which such statement become due i.e., from 1st of the month till 30th of the month shall make available with the Owner herein within 7th and accounts between the parties shall be settled within 7days of receipt of monthly statement.

11.6 **Owners' Units and Developer's Units:** All saleable spaces remaining unsold in the Said Complex till the date of obtaining of the Occupancy Certificate (**Unsold Units**) shall be mutually allocated between the Owner herein and the Developer herein, on proportionate sharing of advantage/disadvantage basis, in the ratio of 30% (Thirty percent) to the Owner herein (**Owners' Units**) and 70% (Seventy percent) to the Developer herein (**Developer's Units**). Such allocation shall be done within 15 (fifteen) days of obtaining of the Occupancy Certificate and duly documented and after such allocation, the Parties shall be exclusively entitled to transfer/deal with their respective Units in the manner they deem appropriate but in consonance with this Agreement **provided however** the Owner herein shall first refund to the Developer herein the balance of the Security Deposit (as mentioned in Clause 11.9 below) and also settle all claims that may exist between the Parties. Neither Party shall have any right, claim or interest on the Units allocated to the other and they shall not in any way interfere with or disturb the quiet and peaceful possession of the other Party's Units. It is however clearly understood between the Parties that the dealings of one Party with regard to its Units shall not in any manner create any contractual or financial liability upon the other Party and such dealing shall always be subject to the provisions of this Agreement.

11.7 **Clarifications Regarding Units:** It is clarified that the Units allocated to the Parties as aforesaid shall include undivided, impartible and indivisible proportionate share in **(a)** the Common Portions and **(b)** the land contained in the Said Property. It is further clarified that **(1)** the Common Portions and the internal

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portions of all Units shall be as per the Specifications mentioned in the **THIRD SCHEDULE** below and **(2)** the Extras mentioned in Clause 8.9 above shall be paid by the Owner herein to the Developer herein in respect of the entirety of the Owners' Units simultaneously with the allocation of the Owner's Units.

11.8 **Security Deposit:** At or before signing of this Agreement, the Developer hereinhas paid to the Owner herein an interest free refundable sum of Rs.10,00,000/- (Rupees Ten Lakh Only)(**Security Deposit**), receipt whereof the Owner herein hereby as well as by the Receipt and Memo hereunder written, admit and acknowledge to have received in part performance of this Agreement.

11.9 **Refund of Security Deposit:** The Owner herein shall refund the Security Deposit to the Developer herein by periodic payments as follows:

11.9.1 **On Completion of Super-Structure:**Rs.5,00,000/- (Rupees Five Lakh Only) on the completion of the super-structure of the Said Complex, for which the certificate of the Architect shall be final and binding.

11.9.2 **On Completion of Development:** The balance sum of Rs._5,00,000/- (Rupees Five Lakh Only)within 10 (ten) days of completion of development of the Said Property in all respects and simultaneously with the Developer herein handing over possession of the Owners' Units, if any, to the Owner herein in the manner mentioned herein.

11.10 **Conveyances:** The Developer herein shall execute deeds of conveyances in favour of the Transferees to whom the Developer herein contracts to sell and transfer of any Unit, for itself and on behalf of the Owner herein, on the strength of the Said Power of Attorney mentioned in Clause 10.1 above.

11.11 **Cost of Transfer:** The costs of the aforesaid conveyances including stamp duty and registration fees and all other legal expenses shall be borne and paid by the Transferees.

11.12 **Possession to Owners:** In case any saleable space in the Said Complex is not sold and the Owner's Units and the Developer's Units are allocated, the Developer herein shall be liable to deliver and the Owner herein shall be obliged to take possession of the Owner's Units immediately upon the allocation and latest

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within 30 (thirty) days from the allocation, after clearing the unadjusted Security Deposit refundable to the Developer herein and any other dues of the Developer hereinprovided for in this Agreement, failing which it shall be deemed that the Developer herein has delivered possession to the Owner herein on the date specified in the said notice and the Owner herein shall become liable and responsible for the Rates (defined in Clause 12.1 below) and maintenance charges of the Owners' Units from the date specified in the said notice (**Possession Date**).

11.13 **Possession to Transferees:** The Project shall be developed in phases and possession of all Units in the Said Complex sold by the Developer hereinon behalf of the Parties shall be delivered by the Developer directly to the concerned Transferees subject to receipt of the entire price from them by the Owner herein and the Developer herein in terms hereof. For the Developer's Units, the Developer herein shall retain possession.

11.14 **Project Finance:** The Developer herein, may at its own risk, cost and liability, arrange for financing of the Project (**Project Finance**) by a Bank/Financial Institution (**Banker**) in respect of the Project. Such Project Finance can be secured on the strength of the security of the entire property and construction work-in-progress/receivables to the extent pertaining to the entire property. The Developer herein undertakes to utilize the entire Project Finance for the purpose of this Project only. In this regard, the Developer be and is hereby authorized by the Owner to deposit the title deeds of the Said Property with the Banker. In this regard, the Developer herein shall fully indemnify the Owner herein.

11.15 **Sale of Units:** Notwithstanding anything to the contrary contained in this Agreement, all the Units in the Said Complex shall be sold by the Developer herein alone and the proceeds of such sale shall be proportionately divided between the Owner herein and the Developer herein, at the ratio of 30:70and/or interest therein. The basic terms and conditions for dealing with such sell are that **(1)** the sale price and business plan for sale of the entirety of the Said Complex in different blocks shall be mutually decided and such sale shall be made at the same uniform mutually agreed price, which may be mutually revised by the Parties from time to time in writing and which shall be reviewed at least on quarterly basis **(2)** all booking money and installments collected/received in respect of the property from 1st of the month till 30th of the month shall be settled

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with the Owner herein in the ratio mentioned herein by the 7th of the succeeding month **and (3)** all booking money and all collection of installments in respect of the Units given to the Owner herein shall be collected by the Developer herein and such proceeds shall be reimbursed to the Owner herein in the manner mentioned above.

11.16 **Transfer of Land Share of Units:** In consideration of the Developer herein constructing, selling and paying the sale value of the Units given to the Owner herein, the Owner herein shall execute deeds of conveyances of the undivided share in the land contained in the Said Property as be attributable to all the Units in favour of the Transferees, in such part or parts as shall be required by the Developer herein subject to the Owner herein receiving possession of the Owners' Units. In such conveyances, the Developer herein shall join to convey the construction component of the Units in favour of the Transferees.

11.17 **Project Marketing Committee:** A Project Marketing Committee shall be formed, by the Developer herein for marketing of the Project.

11.18 **Excess Sanction:** In case at any time, sanction for construction of the Said Complex, in excess of ground plus 4(Four) upper floors is granted, then the Owner herein bear 30% (Thirty percent) of the costs and expenses incurred for such sanction and also respectively pay to the Developer herein a sum calculated @ Rs.500/- (Rupees five hundred) per Square Feet for such excess area pertaining to the Units given to the Owner herein. Such excess area shall be shared by the Owner herein and the Developer herein in the same ratio as 30% (Thirty percent) to 70% (Seventy percent).

11.19 **Allocations not Entirely Demarcated:** In the event the constructed area cannot be demarcated in the ratio of 30% (Thirty percent) **:** 70% (Seventypercent) between the Owner herein and the Developer herein respectively, the Owner/Developer (as will be mutually decided) will accept monetary compensation for loss of the constructed area @ Rs.5,000/- (Rupees Five Thousand Only) per square feet.

11.20 **Roof Right:** If the Owner herein and the Developer herein decide to retain the roof right of the buildings in the Said Complex, the Owner herein and the Developer herein shall have the exclusive right, title and/or interest therein in the

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same ratio as 30% (Thirty percent) : 70% (Seventy percent) **Provided However** that the Transferees shall have the right to visit the roof which may be ultimately ear marked as common roof occasionally for the purpose of inspection of the over head water tank as also for the purpose of installation of radio aerial, TV antenna etc. and for adjustment and re-adjustment for such aerial and antenna. The Developer shall always have right to display its logo/brand on the ultimate roof of the building.

12. Municipal Taxes and Outgoings

12.1 **Relating to Prior Period:** All land revenue and Municipal rates and taxes and outgoings (collectively **Rates**) on the Said Property relating to the period till the date of this Agreement shall be borne, paid and discharged by the Owner herein. It is made specifically clear that all Rates outstanding upto such date shall remain the liability of the Owner herein and such dues shall be borne and paid by the Owner herein as and when called upon by any statutory authority.

12.2 **Relating to Subsequent Period:** As from the date of this Agreement, the Developer herein shall become exclusively liable and responsible for the Rates till the Possession Date.

13. Possession and Post Completion Maintenance

13.1 **Notice of Completion:** As soon as the entirety of the Said Complex is completed with occupancy certificate from the Architect and made habitable and tenantable with adequate availability of utilities like electricity, water, sewerage, drainage etc. and Common Portions for proper use, occupation and enjoyment, the Developer herein shall give a written notice to the Owner herein. The Owner herein shall be obliged to take inspection of the 30%(Thirty Percent) of the remaining unsold Units within 15 (fifteen) days from the date of receiving of the said notice and shall within 7 (seven) days of inspection intimate in writing any defects/deficiencies, if any, which shall be rectified/removed by the Developer herein.

13.2 **Payment of Rates:** On and from the aforesaid date on which the Developer herein removes the defects/deficiencies, if any, the Owner herein shall become

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liable and responsible for the Rates in respect of the Units allotted to the Owner herein and the same shall be paid by them.

13.3 **Punctual Payment and Mutual Indemnity:** The Owner herein shall punctually and regularly pay the Rates for the Units allotted to the Owner hereinto the concerned authorities and the Owner herein shall keep itself indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other.

13.4 **Maintenance:** The Developer herein and the Owner herein shall mutually frame a scheme for the management and administration of the Said Complex and/or Common Portions thereof and hereby agree to abide by all the rules and regulations to be framed by any Society/Association and/or any other organization who will be assigned with the responsibility of management of the Said Complex and/or the Common Portions.

13.5 **Maintenance Charge:** As and from the Possession Date, the Owner herein shall be responsible to pay and bear the service charge for the common facilities in the Said Complex payable with respect to the unsold Units of the Owners' Entitlement (**Maintenance Charge**). Such Maintenance Charges shall include proportionate share of premium for the insurance of the Said Complex, water, fire and scavenging charges and taxes, light, sanitation repair and renewal, charges for bill collection and management of the common facilities, renovation and replacement and maintenance charges and expenses for the Said Complex and of all common wiring, pipes, electrical and mechanical equipments, pumps, motors and other electrical and mechanical installations, appliances and equipments, stairways, corridors, halls, passage ways, garden, parkways and other facilities whatsoever as may be mutually agreed from time to time **Provided That** if any additional insurance premium costs and expenses by way of/and maintenance is required to be incurred in respect of the Said Complex by virtue of any particular use and/or in the accommodation, the Developer herein and the Owner herein shall be liable to pay and bear such additional costs and expenses with regard to their respective Allocations. The Maintenance Charges shall be fixed by the Owner herein and the Developer herein after mutual discussion and till such maintenance is handed over to Society/Association and/or any other organization, the Developer herein shall collect the Maintenance Charges.

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14. Obligations of Developer

14.1 **Completion of Development within Completion Time:** The Developer herein shall complete the entire process of development of the Said Property within the Completion Time unless extended in writing by the Owner herein.

14.2 **Meaning of Completion:** The word 'completion' and its grammatical variants shall mean habitable and tenantable state with adequate water supply, sewage connection, electrical installation and all other facilities and amenities as be required to be provided to make the Units ready-for-use and occupation.

14.3 **Compliance with Laws:** The execution of the Project shall be in conformity with the prevailing laws, rules and byelaws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer herein to ensure proper compliance.

14.4 **Planning, Designing and Development:** The Developer herein shall be responsible for planning, designing and development of the New Buildings with the help of the Architect, professional bodies, contractors, etc. The Owner herein shall, however, be consulted and kept informed from time to time.

14.5 **Commencement of Project:** The Developer confirm that the development of the Said Property shall commence within 60 days of sanction of Building Plan as per the Specifications, Building Plans, schemes, rules, regulations, byelaws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer herein, the Owner herein having no responsibility in respect thereof in any manner whatsoever.

14.6 **Strict Adherence by Developer:** The Developer herein has assured the Owners herein that it shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default in terms of this Agreement.

14.7 **Construction at Developer's Risk and Cost:** The Developer herein shall construct the Said Complex at its own cost, risk and responsibility. The Developer herein shall alone be responsible and liable to Government, Corporation and other

authorities concerned and to the occupants/Transferees and to the third parties and the public in general and shall alone be liable for any loss, damage or compensation or for any claim arising from or relating to such construction and shall indemnify the Owner herein fully against any claims, losses and damages for any default, failure, breach, act, omission or neglect on the part of the Developer herein and/or any contractor, entity, body, agency and/or person appointed or designated by the Developer herein and/or any employees/agents/representatives thereof.

14.8 **Tax Liabilities:** All tax liabilities in relation to the development, namely sales tax, value added tax, goods and service tax, works contract tax and other dues shall be paid by the Developer herein. Any tax on share of revenue given to the Owner herein and also any tax including goods and service tax relating to the Owners' unsold Units shall be borne by the Owner herein.

14.9 **Permission for Construction:** Subject to the specific responsibilities mentioned in this Agreement, it shall be the responsibility of the Developer herein to obtain all permissions required from various Government authorities for further sanction of the Building Plans and permission to execute the Project. The expenses to be incurred for obtaining all such sanctions and permissions shall (unless otherwise provided for in this Agreement) be borne by the Developer herein.

14.10 **Responsibility for Marketing:** The Developer herein shall be responsible for marketing of the Project at its own costs. The Developer hereinshall decide the marketing strategy, selection of publicity material, media etc.

14.11 **No Assignment:** The Developer herein hereby agrees and covenants with the Owner herein not to transfer and/or assign the benefits of this Agreement or any portion thereof, without the prior consent in writing of the Owner herein and any assignment or transfer without such prior written consent shall result in termination of this Agreement at the option of the Owner herein and make the Developer herein liable for damages and compensation to the Owner herein.

14.12 **No Violation of Law:** The Developer herein hereby agrees and covenants with the Owner herein not to violate or contravene any of the provisions of the rules applicable to construction of the Said Complex.

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14.13 **No Obstruction in Dealing with Owners' Units:** The Developer herein hereby agrees and covenants with the Owner herein not to do any act deed or thing whereby the Owner herein are prevented from enjoying, selling, assigning and/or disposing off any part or portion of the 30% (Thirty Percent) of the remaining unsold Units allotted to the Owner herein.

14.14 Developer to comply with Real Estate (Regulation and Development) Act 2016, together with rules framed thereunder for the state of West Bengal.

14.15 All documents of transfer such as Allotment letter, Agreement for sale, Deed of Conveyance shall be prepared by the Developer which shall be identical for all the units in the project.

14.16 Developer to remain responsible for defect and deficiency in the construction in the project for Defect Liability Period as per RERA Act, and keep Owner indemnified for the same.

15. Obligations of Owner

15.1 **Co-operation with Developer:** The Owner herein undertake to fully co-operate with the Developer herein for obtaining all permissions required for development of the Said Property.

15.2 **Act in Good Faith:** The Owner herein undertake to act in good faith towards the Developer herein (and any appointed and/or designated representatives) so that the Project can be successfully completed.

15.3 **Documentation and Information:** The Owner herein undertake to provide the Developer herein with any and all documentation and information relating to the Said Property as may be required by the Developer herein from time to time provided the same are available with the Owner herein.

15.4 **No Obstruction in Dealing with Developer's Functions:** The Owner herein covenant not to do any act, deed or thing whereby the Developer herein may be prevented from discharging its functions under this Agreement.

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15.5 **No Obstruction in Construction:** The Owner herein hereby covenant not to cause any interference or hindrance in the construction of the Said Complex.

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

15.7 **Strict Adherence by Owner:** The Owner herein have assured the Developer herein that it shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default in terms of this Agreement.

15.8 **No Assignment:** The Owner herein hereby agree and covenant with the Developer herein not to transfer and/or assign the benefits of this Agreement or any portion thereof, without the prior consent in writing of the Developer herein and any assignment or transfer without such prior written consent shall make the Owner herein liable for damages and compensation to the Developer herein.

16. Indemnity

16.1 **By Developer:** The Developer herein hereby indemnifies and agrees to keep the Owner herein saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner herein in relation to the Project and/or to the development and/or to the construction of the Said Complex and/or defect therein and those resulting from breach of this Agreement by the Developer herein, including any act of neglect or default of the Developer's consultants, employees and/or the Transferees and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.

16.2 **By Owner:** The Owner herein hereby indemnify and agree to keep the Developer herein saved harmless and indemnified of from and against any and all actions, suits, costs, proceedings and claims that the Developer hereinmay suffer due to any defect in title of the Owner herein to the Said Property and/or any encumbrance or liability whatsoever thereon.

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17. Corporate Warranties

17.1 **By Developer:** The Developer herein warrants to the Owner herein that:

17.1.1 **Proper Incorporation:** it is properly incorporated under the laws of India.

17.1.2 **Right Power and Capacity:** it has the right, power and capacity to enter into this Agreement and to perform the obligations hereunder and in so doing, is not in breach of any obligations nor duties owed to any third parties and will not be so as a result of performing its obligations under this Agreement.

17.1.3 **Permitted by Memorandum and Articles of Association:** the Memorandum and Articles of Association permit the Developer herein to undertake the activities covered by this Agreement.

17.1.4 **Board Authorization:** the Board of Directors of the Developer herein has authorized the signatory to sign and execute this Agreement.

17.2 **By Owner:** The Owner herein warrant to the Developer herein that:

17.2.1 **Proper Incorporation:** they are properly incorporated under the laws of India.

17.2.2 **Right Power and Capacity:** they have the right, power and capacity to enter into this Agreement and to perform the obligations hereunder and in so doing, is not in breach of any obligations nor duties owed to any third parties and will not be so as a result of performing their obligations under this Agreement.

17.2.3 **Permitted by Memorandum and Articles of Association:** the Memorandum and Articles of Association permit the Owner herein to undertake the activities covered by this Agreement.

17.2.4 **Board Authorization:** the Board of Directors of the Owner herein have authorized the signatory to sign and execute this Agreement.

17.3 **Warranties Independent:** Each of the warranties, covenants, indemnities and undertaking set out in this Agreement is separate and independent.

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18. Limitation of Liability

18.1 **No Indirect Loss:** Notwithstanding anything to the contrary herein, neither the Developer hereinnor the Owner herein shall be liable in any circumstances whatsoever to each other for any indirect loss suffered or incurred.

19. Miscellaneous

19.1 **Parties Acting under Legal Advice:** Each Party has taken and shall take their own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.

19.2 **Essence of Contract:** The Owner herein and the Developer herein expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

19.3 **Documentation:** The Developer herein shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out in this Agreement. The Owner herein shall however pay legal fees and other professional charges for any advice not common to the Project.

19.4 **Valid Receipt:** The Owner herein shall pass valid receipts for all amounts paid under this Agreement.

19.5 **No Partnership:** The Owner herein and the Developer herein 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.

19.6 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.

19.7 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

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19.8 **Name of Said Complex:** The name of the Said Complex has been mutually decided as ***"SKYLINE"***and the Project will be sold as a project of **The Banyan Tree Group**. All documents, publicity and promotional material shall reflect this branding and such material shall be agreed and confirmed by the Owner herein.

19.9 **No Demise or Assignment:** Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the Said Property or any part thereof to the Developer herein by the Owner herein or as creating any right, title or interest therein in favour of the Developer hereinexcept to develop the Said Property in terms of this Agreement **provided however** the Developer herein shall be entitled to borrow money for the Project in the manner stated in this Agreement without creating any financial or other liability on the Owner herein or affecting its estate and interest in the Said Property. It is expressly agreed and understood that in no event either the Owner herein or any of its estate shall be responsible and/or be made liable for payment of any dues to the Bankers from whom Project Finance may be taken and for that purpose the Developer herein shall keep the Owner herein indemnified against all actions, suits, proceedings, costs, charges and expenses.

20. Termination

20.1 **Circumstances of Mutual Termination:** In the event final sanction of the Building Plans and all other permissions, consents, clearances, registrations and no objections required for commencement of construction not being obtained for any reason whatsoever, within a period of 12 months this Agreement shall stand terminated by mutual consent. In the event of such mutual termination, all amounts paid by the Developer herein towards Security Deposit shall be refunded to the Developer herein and till such refund, the Developer herein shall have first charge on the Said Property.

20.2 **No Cancellation:** Except as mentioned in Clauses 14.11, 15.8 and 20.1 above, none of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration. In the event of any default on the part of either Party, the other Party shall be entitled to claim specific performance of this Agreement and also for damages and the Parties agree that the Arbitration Tribunal shall be empowered to award specific performance or cancellation of this Agreement and additionally also to award damages and other such reliefs.

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21. Force Majeure

21.1 **Meaning:** Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to unforeseen occurrences, acts, events, omissions or accidents which are beyond the control of the Party so prevented and does not arise out of a breach or default by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, structural damage, pandemic, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, terrorist action and civil commotion strike, lock-outs, labor unrest or other industrial action, non-availability of construction material, and any legislation, regulation, ruling or any relevant Government or Court orders.

21.2 **Saving Due to Force Majeure:** If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, that Party shall inform the other Party in writing within 7(seven) days of the commencement of the event of force majeure specifying the nature and extent of the circumstances giving rise to the event/s of force majeure. Subject to written notification as above, neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by force majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting force majeure.

21.3 **Reasonable Endeavours:** The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of force majeure shall use all reasonable endeavors to bring the event of force majeure to a close or to find a solution by which this agreement may be performed despite the continuance of the event of Force Majeure.

22. Confidentiality

22.1 **Confidential Information:** Confidential Information shall mean and include all trade secrets, business plans and other information relating to

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(whether directly or indirectly) the businesses thereof (including, but not limited to, the provisions of this Agreement) and in whatever form, which is acquired by or disclosed to the other Party pursuant to this Agreement but excluding anything which is known/ available in the public domain (**Confidential Information**).

22.2 **Handling of Confidential Information:** In consideration of Confidential Information of each Party (**Disclosing Party**) being made available to the other Party (**Receiving Party**) under this Agreement, the Receiving Party shall at all times:

22.2.1 **Secrecy:** treat all such Confidential Information as secret and confidential and take all necessary steps to preserve such confidentiality.

22.2.2 **No Misuse:** not use any such Confidential Information other than for the purpose of performing its obligations under this Agreement and in particular, not use or seek to use such Confidential Information to obtain (whether directly or indirectly) any commercial, trading or other advantage (whether tangible or intangible) over the Disclosing Party.

22.2.3 **No Third-Party Disclosure:** not disclose such Confidential Information to anyone other than with the prior written consent (such consent to be granted or withheld at the Disclosing Party's absolute discretion) of the Disclosing Party provided that no consent shall be required for any disclosure to third parties for the purpose of compliance with law and/or for implementation of this Agreement.

22.2.4 **No Copying:** not make any copies of any such Confidential Information (including, without limitation, any document, electronic file, note, extract, analysis or any other derivation or way of representing or recording any such Confidential Information) without the Disclosing Party's prior written consent (such consent to be granted or withheld at the Disclosing Party's absolute discretion).

22.2.5 **Acting on Instruction of Disclosing Party:** upon written request by the Disclosing Party, promptly deliver to the Disclosing Party or at the direction of the Disclosing Party, destroy all materials containing any such Confidential Information and all copies, extracts or reproductions of it (as permitted under this Agreement) and to certify compliance to the Disclosing Party in writing.

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23. Entire Agreement

23.1 **Supercession:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, oral or implied.

24. Counterparts

24.1 **All Originals:** This Agreement is being executed simultaneously in duplicates, each of which shall be deemed to be an original and both of which shall constitute one instrument and agreement between the Parties. The copy retained by the Developer herein shall be the property of the Developer herein, with right of creation of mortgage or charge in accordance with Clause 11.14. The copy retained by the Owner herein shall be their properties.

25. Severance

25.1 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

25.2 **Deletion of Invalid Provision:** If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some parts of the provision were deleted, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable.

25.3 **Reasonable Endeavour for Substitution:** The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties

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(if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.

26. Reservation of Rights

26.1 **Right to Waive:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by such Party.

26.2 **Forbearance:** No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.

26.3 **No Waiver:** Any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence to or recognition of any right under or arising out of this Agreement or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

26.4 **No Continuing Waiver:** A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion. No omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall constitute a waiver of such obligation of the other Party or the due and punctual performance thereof by such other Party and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other (similar or otherwise) obligations hereunder or as a waiver of any right or remedy that such Party may otherwise have in law or in equity.

27. Amendment/Modification

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

28. Notice

28.1 **Mode of Service:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or by facsimile transmission, or sent by prepaid recorded delivery, or registered post with acknowledgement due to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified in writing by each Party from time to time). The Owner herein shall address all such notices and other written communications to the Director of the Developer herein and the Developer herein shall address all such notices and other written communications to the Director of the Owner herein.

28.2 **Time of Service:** Any such notice or other written communication shall be deemed to have been served:

28.2.1 **Personal Delivery:** if delivered personally, at the time of delivery.

28.2.2 **Registered Post:** if sent by prepaid recorded delivery or registered post on the 4th day of handing over the same to the postal authorities/service provider.

28.2.3 **Facsimile:** if sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.

28.3 **Proof of Service:** In proving such service it shall be sufficient to prove that personal delivery was made by producing the acknowledgement of receipt or in the case of prepaid recorded delivery or registered post, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced successful transmission in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

28.4 **Electronic Mail:** Any notice sent by way of electronic mail (e-mail) shall be considered not to have been served, unless duly confirmed by the recipient by email or any other form of communication.

29. Arbitration

29.1 **Disputes and Pre-referral Efforts:** The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties.

29.2 **Referral to Arbitration:** If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration of Mr. Debasish Guha, 23/9 Kabi Nabin Sen Road, Dumdum, Kolkata – 700 028 (**Sole Arbitrator**), in terms of the Arbitration and Conciliation Act, 1996.

29.3 **Conduct of Arbitration Proceeding:** The Parties irrevocably agree that:

29.3.1 **Place:** The place of arbitration shall be Kolkata only.

29.3.2 **Language:** The language of the arbitration shall be English.

29.3.3 **Interim Directions:** The Sole Arbitrator shall be entitled to give interim awards/directions regarding the Disputes.

29.3.4 **Procedure:** The Sole Arbitrator shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said Act shall apply to the arbitration proceedings.

29.3.5 **Binding Nature:** The directions and interim/final award of the Sole Arbitrator shall be binding on the Parties.

30. Jurisdiction

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30.1 **Court:** In connection with the aforesaid arbitration proceedings, the District Court of North 24 Parganas and the Hon'ble High Court at Calcutta only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

31.Rules of Interpretation

31.1 **Presumptions Rebutted:** It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of Parties to the Said Property.

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

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

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

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

31.6 **Clause or Paragraph:** In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.

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31.7 **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

31.8 **Headings:** In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land admeasuring 1 Bigha, 7 Cottahs, 6 Chittacks and 12 Square Feet out of total land admeasuring 95 Decimals comprised in C.S. Dag no. 447 corresponding to R.S. and L.R. Dag no. 470 and land admeasuring 1 Bigha, 11 Cottahs and 7 Square Feet out of 87 Decimals comprised in C.S. Dag no. 450 corresponding to R.S. and L.R. Dag no. 472, in total admeasuring 2 Bighas, 18 Cottahs, 6 Chittacks and 19 Square Feet lying and situated at Mouja Raghunathpur comprised in J.L. no. 8, R.S. no. 134, Touzi no. 3027, C.S. Khatian no. 200, R.S. Khatian no. 263 corresponding to L.R. Khatian no. 19/1 Hal L.R. Khatian 3585. District 24 Parganas North, Police Station Rajarhat (Old), Baguiati, (New), previously within the ambit of Gopalpur Arjunpur no 3 Gram Panchayet presently Ward no. 9 within the ambit of Bidhannagar Municipal Corporation together with the common paths, passages, easements, quasi-easements, messuages, tenenements, heriditaments and butted and bounded as follows;

ON THE NORTH: By land comprised in Dag Nos. 224,335 and 336 in Mouja Raghunathpur;

ON THE SOUTH: By land comprised in Dag No. 44 at Mouja Raghunathpur;

ON THE EAST: By Road;(Raghunathpur Road)

ON THE WEST: By land comprised in Dag Nos. 451, 452 and 454 in Mouja Raghunathpur.

SECOND SCHEDULE
(Devolution of Title)

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ADDITIONAL REGISTRAR
OF ... -II, KOLKATA

WHEREAS Bimala Bala Gyne and others were the joint owners and seized and possessed of or otherwise well and sufficiently entitled to interalia**ALL THAT** piece and parcel of "Danga" land admeasuring 1 Bigha, 16 Cottahs and 4 Chittacks comprised in C.S. Dag no. 450 corresponding to R.S. and L.R. Dag no. 472 and another piece and parcel of "Bagan" land admeasuring 1 Bigha, 8 Cottahs and 3 Chittacks comprised in C.S. Dag no. 447 corresponding to R.S. and L.R. Dag no. 470 in total admeasuring 3 Bighas, 4 Cottahs and 7 Chittacks lying and situated at Mouja Raghunathpur comprised in J.L. no. 8, R.S. no. 134, Touzi no. 3027, C.S. Khatian no. 200, R.S. Khatian no. 263, District 24 Parganas North, Police Station Rajarhat (Old), Baguiati, (New), previously within the ambit of Gopalpur Arjunpur no 3 Gram Panchayet presently Ward no. 9 within the ambit of Bidhannagar Municipal Corporation along with several other properties and enjoying the right, title and interest thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

AND WHEREAS the said Bimala Bala Gyne and others being the joint owners and seized and possessed of or otherwise well and sufficiently entitled to interalia **ALL THAT** piece and parcel of "Danga" land admeasuring 1 Bigha, 16 Cottahs and 4 Chittacks comprised in C.S. Dag no. 450 corresponding to R.S. and L.R. Dag no. 472 and another piece and parcel of "Bagan" land admeasuring 1 Bigha, 8 Cottahs and 3 Chittacks comprised in C.S. Dag no. 447 corresponding to R.S. and L.R. Dag no. 470 in total admeasuring 3 Bighas, 4 Cottahs and 7 Chittacks lying and situated at Mouja Raghunathpur comprised in J.L. no. 8, R.S. no. 134, Touzi no. 3027, C.S. Khatian no. 200, R.S. Khatian no. 263, District 24 Parganas North, Police Station Rajarhat (Old), Baguiati, (New), previously within the ambit of Gopalpur Arjunpur no 3 Gram Panchayet presently Ward no. 9 within the ambit of Bidhannagar Municipal Corporation along with several other properties executed a Partition Deed dated 17.12.1963 and duly registered with the office of Sub Registrar at Cossipore Dumdum and recorded in Book no. I, Volume no. 134, Pages 141 to 153, Being no. 9372 for the year 1963 by and between themselves whereby and whereunder the said Bimala Bala Gyne became the sole and absolute owner and seized and possessed of and otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of "Danga" land admeasuring 1 Bigha, 16 Cottahs and 4 Chittacks comprised in C.S. Dag no. 450 corresponding to R.S. and

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L.R. Dag no. 472 and another piece and parcel of "Bagan" land admeasuring 1 Bigha, 8 Cottahs and 3 Chittacks comprised in C.S. Dag no. 447 corresponding to R.S. and L.R. Dag no. 470 in total admeasuring 3 Bighas, 4 Cottahs and 7 Chittacks lying and situated at Mouja Raghunathpur comprised in J.L. no. 8, R.S. no. 134, Touzi no. 3027, C.S. Khatian no. 200, R.S. Khatian no. 263, District 24 Parganas North, Police Station Rajarhat (Old), Baguiati, (New), previously within the ambit of Gopalpur Arjunpur no 3 Gram Panchayet presently Ward no. 9 within the ambit of Bidhannagar Municipal Corporation free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

AND WHEREAS the said Bimala Bala Gyne became the sole and absolute owner and seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of "Danga" land admeasuring 1 Bigha, 16 Cottahs and 4 Chittacks comprised in C.S. Dag no. 450 corresponding to R.S. and L.R. Dag no. 472 and another piece and parcel of "Bagan" land admeasuring 1 Bigha, 8 Cottahs and 3 Chittacks comprised in C.S. Dag no. 447 corresponding to R.S. and L.R. Dag no. 470 in total admeasuring 3 Bighas, 4 Cottahs and 7 Chittacks lying and situated at Mouja Raghunathpur comprised in J.L. no. 8, R.S. no. 134, Touzi no. 3027, C.S. Khatian no. 200, R.S. Khatian no. 263, District 24 Parganas North, Police Station Rajarhat (Old), Baguiati, (New), previously within the ambit of Gopalpur Arjunpur no 3 Gram Panchayet presently Ward no. 9 within the ambit of Bidhannagar Municipal Corporation and enjoying the right, title and interest thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

AND WHEREAS the said Bimala Bala Gyne being the sole and absolute owner and seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of "Danga" land admeasuring 1 Bigha, 16 Cottahs and 4 Chittacks comprised in C.S. Dag no. 450 corresponding to R.S. and L.R. Dag no. 472 and another piece and parcel of "Bagan" land admeasuring 1 Bigha, 8 Cottahs and 3 Chittacks comprised in C.S. Dag no. 447 corresponding to R.S. and L.R. Dag no. 470 in total admeasuring 3 Bighas, 4 Cottahs and 7 Chittacks lying and

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situated at Mouja Raghunathpur comprised in J.L. no. 8, R.S. no. 134, Touzi no. 3027, C.S. Khatian no. 200, R.S. Khatian no. 263, District 24 Parganas North, Police Station Rajarhat (Old), Baguiati, (New), previously within the ambit of Gopalpur Arjunpur no 3 Gram Panchayet presently Ward no. 9 within the ambit of Bidhannagar Municipal Corporation by a Sale Deed dated 17.12.1963 and duly registered with the office of Sub Registrar at Cossipore Dumdum and recorded in Book no. I, Volume no. 138, Pages 5 to 14, Being no. 9380 for the year 1963 sold, transferred, conveyed, delivered, granted, devised, demised, alienated, assured, provided and given a part of the said land admeasuring 1 Bigha, 7 Cottahs, 6 Chittacks and 12 Square Feet i.e. equivalent to 46 Decimals comprised in C.S. Dag no. 447 corresponding to R.S. and L.R. Dag no. 470 and 1 Bigha, 12 Cottahs and 13 Chittacks i.e. equivalent to 54 Decimals comprised in C.S. Dag no. 450 corresponding to R.S. and L.R. Dag no. 472, in total admeasuring 3 Bighas, 3 Chittacks and 12 Square Feet i.e. equivalent to 1 Acre unto and in favour of Kesharbai Dwarkadas for valuable consideration/s mentioned thereon and the same was duly confirmed by Bishnu Charan Gynefree from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

AND WHEREAS the said Kesharbai Dwarkadas being the sole and absolute owner and seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of "Bagan" land admeasuring 1 Bigha, 7 Cottahs, 6 Chittacks and 12 Square Feet i.e. equivalent to 46 Decimals comprised in C.S. Dag no. 447 corresponding to R.S. and L.R. Dag no. 470 and "Danga" land admeasuring 1 Bigha, 12 Cottahs and 13 Chittacks i.e. equivalent to 54 Decimals comprised in C.S. Dag no. 450 corresponding to R.S. and L.R. Dag no. 472, in total admeasuring 3 Bighas, 3 Chittacks and 12 Square Feet i.e. equivalent to 1 Acre lying and situated at Mouja Raghunathpur comprised in J.L. no. 8, R.S. no. 134, Touzi no. 3027, C.S. Khatian no. 200, R.S. Khatian no. 263, District 24 Parganas North, Police Station Rajarhat (Old), Baguiati, (New), previously within the ambit of Gopalpur Arjunpur no 3 Gram Panchayet presently Ward no. 9 within the ambit of Bidhannagar Municipal Corporation by a Sale Deed dated 01.06.1977 and duly registered with the office of Registrar of Assurances ,Calcutta and recorded in Book no. I, Volume no. 225, Pages 96 to 103, Being no. 2417 for the year 1977 sold, transferred, conveyed, delivered, granted, devised, demised, alienated, assured,

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provided and given the same unto and in favour of Ajit Baran Mukherji for valuable consideration/s mentioned therein free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

AND WHEREAS the said Ajit Baran Mukherji became the sole and absolute owner and seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of "Bagan" land admeasuring 1 Bigha, 7 Cottahs, 6 Chittacks and 12 Square Feet i.e. equivalent to 46 Decimals out of total land admeasuring 95 Decimals being 0.4842 share of 1.0000 share comprised in C.S. Dag no. 447 corresponding to R.S. and L.R. Dag no. 470 and "Danga" land admeasuring 1 Bigha, 12 Cottahs and 13 Chittacks i.e. equivalent to 54 Decimals out of 87 Decimals being 0.6207 share of 1.0000 share comprised in C.S. Dag no. 450 corresponding to R.S. and L.R. Dag no. 472, in total admeasuring 3 Bighas, 3 Chittacks and 12 Square Feet i.e. equivalent to 1 Acre lying and situated at Mouja Raghunathpur comprised in J.L. no. 8, R.S. no. 134, Touzi no. 3027, C.S. Khatian no. 200, R.S. Khatian no. 263, corresponding to L.R. Khatian no. 19/1, District 24 Parganas North, Police Station Rajarhat (Old), Baguiati, (New), previously within the ambit of Gopalpur Arjunpur no 3 Gram Panchayet presently Ward no. 9 within the ambit of Bidhannagar Municipal Corporation and enjoying the right, title and interest thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner and constructed 2 rooms admeasuring 200 Square Feet each with cement flooring in total admeasuring 400 Square Feet thereon.

AND WHEREAS the said Ajit Baran Mukherji being the sole and absolute owner and seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of "Bagan" land admeasuring 1 Bigha, 7 Cottahs, 6 Chittacks and 12 Square Feet i.e. equivalent to 46 Decimals out of total land admeasuring 95 Decimals being 0.4842 share of 1.0000 share comprised in C.S. Dag no. 447 corresponding to R.S. and L.R. Dag no. 470 and "Danga" land admeasuring 1 Bigha, 12 Cottahs and 13 Chittacks i.e. equivalent to 54 Decimals out of 87 Decimals being 0.6207 share of 1.0000 share comprised in C.S. Dag no.

450 corresponding to R.S. and L.R. Dag no. 472, in total admeasuring 3 Bighas, 3 Chittacks and 12 Square Feet i.e. equivalent to 1 Acre together with 2 rooms admeasuring 200 Square Feet each with cement flooring in total admeasuring 400 Square Feet standing thereon lying and situated at Mouja Raghunathpur comprised in J.L. no. 8, R.S. no. 134, Touzi no. 3027, C.S. Khatian no. 200, R.S. Khatian no. 263, corresponding to L.R. Khatian no. 19/1, District 24 Parganas North Police Station Rajarhat (Old), Baguiati, (New), previously within the ambit of Gopalpur Arjunpur no 3 Gram Panchayet presently Ward no. 9 within the ambit of Bidhannagar Municipal Corporation by a Sale Deed dated 11.12.1985 and duly registered with the office of Registrar of Assurances at Calcutta and recorded in Book no. I, Volume no. 305, Pages 481 to 490, Being no. 17223 for the year 1985 sold, transferred, conveyed, delivered, granted, devised, demised, alienated, assured, provided and given the same unto and in favour of A.T. Dev Private Limited for valuable consideration/s mentioned therein free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

AND WHEREAS the said A.T. Dev Private Limited became the sole and absolute owner and seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of "Bagan" land admeasuring 1 Bigha, 7 Cottahs, 6 Chittacks and 12 Square Feet i.e. equivalent to 46 Decimals out of total land admeasuring 95 Decimals being 0.4842 share of 1.0000 share comprised in C.S. Dag no. 447 corresponding to R.S. and L.R. Dag no. 470 and "Danga" land admeasuring 1 Bigha, 12 Cottahs and 13 Chittacks i.e. equivalent to 54 Decimals out of 87 Decimals being 0.6207 share of 1.0000 share comprised in C.S. Dag no. 450 corresponding to R.S. and L.R. Dag no. 472, in total admeasuring 3 Bighas, 3 Chittacks and 12 Square Feet i.e. equivalent to 1 Acre together with 2 rooms admeasuring 200 Square Feet each with cement flooring in total admeasuring 400 Square Feet standing thereon lying and situated at Mouja Raghunathpur comprised in J.L. no. 8, R.S. no. 134, Touzi no. 3027, C.S. Khatian no. 200, R.S. Khatian no. 263 corresponding to L.R. Khatian no. 19/1, District 24 Parganas North, Police Station Rajarhat (Old), Baguiati, (New), previously within the ambit of Gopalpur Arjunpur no 3 Gram Panchayet presently Ward no. 9 within the ambit of Bidhannagar Municipal Corporation and enjoying the right, title and interest thereof free from all sorts of encumbrances, charges, liens, lispendenses,

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demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

AND WHEREAS the said A.T. Dev Private Limited became the sole and absolute owner and seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of "Bagan" land admeasuring 1 Bigha, 7 Cottahs, 6 Chittacks and 12 Square Feet i.e. equivalent to 46 Decimals out of total land admeasuring 95 Decimals being 0.4842 share of 1.0000 share comprised in C.S. Dag no. 447 corresponding to R.S. and L.R. Dag no. 470 and "Danga" land admeasuring 1 Bigha, 12 Cottahs and 13 Chittacks i.e. equivalent to 54 Decimals out of 87 Decimals being 0.6207 share of 1.0000 share comprised in C.S. Dag no. 450 corresponding to R.S. and L.R. Dag no. 472, in total admeasuring 3 Bighas, 3 Chittacks and 12 Square Feet i.e. equivalent to 1 Acre lying and situated at Mouja Raghunathpur comprised in J.L. no. 8, R.S. no. 134, Touzi no. 3027, C.S. Khatian no. 200, R.S. Khatian no. 263 corresponding to L.R. Khatian no. 19/1, District 24 Parganas North, Police Station Rajarhat (Old), Baguiati, (New), previously within the ambit of Gopalpur Arjunpur no 3 Gram Panchayet presently Ward no. 9 within the ambit of Bidhannagar Municipal Corporation got its name duly mutated with the BL & LRO Rajarhat and got the land converted to homestead and applied for sanction of building plans before the Bidhannagar Municipal Corporation.

AND WHEREAS the said A.T. Dev Private Limited by a Gift Deed dated 19th July 2022 And duly registered with the office of the Additional District Sub Registrar at Rajarhat and recorded in Book no. 1, Volume no1523, Pages 474007 to 474023, Being no 152311692 for the year 2022 gifted, transferred, delivered, granted, devised, demised, alienated, assured, provided and given a part of the same admeasuring 1 Cottah, 12 Chittacks and 38 Square Feet comprised in C.S. Dag no. 450 corresponding to R.S. and L.R. Dag no. 472, unto and in favour of Bidhannagar Municipal Corporation free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

AND WHEREAS the said A.T. Dev Private Limited became the sole and absolute owner and seized and possessed of or otherwise well and sufficiently entitled to

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ALL THAT piece and parcel of land admeasuring 1 Bigha, 7 Cottahs, 6 Chittacks and 12 Square Feet out of total land admeasuring 95 Decimals comprised in C.S. Dag no. 447 corresponding to R.S. and L.R. Dag no. 470 and land admeasuring 1 Bigha, 11 Cottahs and 7 Square Feet out of 87 Decimals comprised in C.S. Dag no. 450 corresponding to R.S. and L.R. Dag no. 472, in total admeasuring 2 Bighas, 18 Cottahs, 6 Chittacks and 19 Square Feet lying and situated at Mouja Raghunathpur comprised in J.L. no. 8, R.S. no. 134, Touzi no. 3027, C.S. Khatian no. 200, R.S. Khatian no. 263 corresponding to L.R. Khatian no. 19/1, District 24 Parganas North, Police Station Rajarhat (Old), Baguiati, (New), previously within the ambit of Gopalpur Arjunpur no 3 Gram Panchayet presently Ward no. 9 within the ambit of Bidhannagar Municipal Corporation by Two separateSale Deeds1) dated 17th Day of February, 2023and duly registered with the office of Additional Registrar of Assurance IIat Kolkata and recorded in Book no. 1, Volume no. 1902, Pages from 78525to 78556, Being no. 190202240 for the year 2023, 2) dated 28th Day of March, 2023 and duly registered with the office of Additional Registrar of Assurance II at Kolkata and recorded in Book no. 1, Volume no. 1902-2023, Pages from 142156 to 142186, Being no. 190204358 for the year 2023,sold, transferred, conveyed, delivered, granted, devised, demised, alienated, assured, provided and given the same unto and in favour of the Owner herein for valuable consideration/s mentioned therein free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

THIRD SCHEDULE

(Specifications)

Foundation:	:	Reinforced Concrete Cement structure
Wall Finish:	:	Interior – conventional brickwork with Plaster of Paris Exterior – combination of cladding and high quality cement/ textured paint
Flooring:	:	Master Bedroom – Vitrified tiles/anti skid ceramic tiles Other Bedrooms – Vitrified tiles/anti skid ceramic tiles Living/Dining – Vitrified tiles
Kitchen:	:	Kitchen – Anti skid tiles

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		Granite Platform with honed edges Stainless steel sink Dado of ceramic tiles upto 2 feet above the counter/platform Electrical Points for Refrigerator, Aquaguard and Exhaust Fan Provision for exhaust
Toilet:	:	Toilet – Anti skid ceramic tiles in flooring Toilet walls – standard ceramic tiles on the walls upto 7 feet. Sanitary ware of Parryware/Hindware or equivalent make. CP fittings of Jaguar/EssEss/Hindware or equivalent make. Electrical point for Geyser and Exhaust Fan. Plumbing provision for Hot/Cold water line.
Doors & Windows:	:	Door Frame – made of seasoned and treated wood. Main Door – Solid core flush doors, with decorative brass handles. Main Door Fittings – Godrej night latch and Eyepiece. Internal Doors – Solid core flush doors with Stainless Steel locks. Windows – Fully glazed anodized/powder coated aluminum windows.
Electricals	:	AC points in living dining and all the Bedrooms Cable TV, Telephone & Broadband wiring in Living/Dining Adequate 15 Amp and 5 Amp Electrical Points in all bedrooms, Living/Dining, Kitchen, Toilets Concealed copper wiring with Central MCB of repute brands Doorbell point at the main entrance door. Modular switches of reputed high-end brands.
Common Lighting	:	Overhead Illumination for compound and street lighting Necessary illumination in all lobbies, staircases and common areas

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Lifts, Stairs & Lobbies	:	OTIS/equivalent make Stair and Floor Lobbies – Kota Stone/Marble/Tiles Entrance Ground floor lobby or each block – combination of marble, granite and kota stone

32. Execution and Delivery

32.1 **In Witness Whereof** the Parties have executed this Agreement on the date mentioned above.

GSPR DEVELOPERS PVT. LTD.

Director

[Owner]

For EARTHWORK NIRMAN PVT. LTD.

Authorised Signatory

[Developer]

Witnesses:

Name Pradip Baid

Address Chitpur Town. VIP RD. Block-2, Flat 4A. Kolkata 700052

Name Santosh Santara

Address D.L 100 Salt Lake Kol-91

Drafted by me

Bhaskar Bhattacharjee

Advocate High Court Calcutta.

F-1731/02

ADDITIONAL REGISTRAR
OF ASSURANCE-III, KOLKATA

18 APR 2024

RECEIPT AND MEMO OF SECURITY DEPOSIT

Received from the within named Developer herein the within mentioned sum of Rs.10,00,000/- (Rupees Ten Lakh Only) by the Ownerherein towards full and final payment of the Security Deposit in terms of Clause 11.8 of this Agreement, in the following manner:

Mode	Date	Bank	Amount (Rs.)	Favouring
Cheque No.869381	04-04-2023	State Bank of India (Salt Lake Branch)	10,00,000/-	GSPR Developers Pvt. Ltd.

GSPR DEVELOPERS PVT. LTD.

Director

[Owner]

Witnesses:

Name _____ Name Santosh Santara

1

ADDITIONAL REGISTRAR OF ASSURANCE-II, KOLKATA

18 APR 2023

Specimen Form For Ten Fingerprints

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

PHOTO

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

PHOTO

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

OFFICE OF THE ADDL. REGISTRAR OF ASSURANCES
CALCUTTA

ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

18 APR 2023

आधार

भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India

Government of India

नामांकन क्रम/Enrolment No.: 2016/00594/20125

To
सुभाष चंद खंडेलवाल
Subhash Chand Khandelwal
S/O Devi Sahay Khandelwal
BL-G, 9th Floor, FL-04
212, Girish Ghosh Road
Belur
Forum Parvesh
Bally (M)
Howrah Belur Bazar
West Bengal - 711202
9433042973

Download Date: 05/06/2017

Generation Date: 22/03/2017

Validity unknown

आपका आधार क्रमांक / Your Aadhaar No. :

6302 0448 9674

मेरा आधार, मेरी पहचान

भारत सरकार

Government of India

सुभाष चंद खंडेलवाल
Subhash Chand Khandelwal
जन्म तिथि/ DOB: 06/01/1961
पुरुष / MALE

6302 0448 9674

मेरा आधार, मेरी पहचान

AADHAAR

सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं |
- पहचान का प्रमाण ऑनलाइन ऑथेन्टिकेशन द्वारा प्राप्त करें |
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है |

INFORMATION

- **Aadhaar** is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

- आधार देश भर में मान्य है ।
- आधार भविष्य में सरकारी और गैर सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा ।
- Aadhaar is valid throughout the country .
- Aadhaar will be helpful in availing Government and Non-Government services in future .

भारतीय विशिष्ट पहचान प्राधिकरण

Unique Identification Authority of India

पता:
S/O देवी सहाय खंडेलवाल, बीएल-जी, 9वाँ फ्लोर, एफएल-04, 212, गिरीश घोष रोड, फोरम परवेश, बेलुर, बल्लय (एम), होवरः, वेस्ट बंगाल - 711202

Address:
S/O Devi Sahay Khandelwal, BL-G, 9th Floor, FL-04, 212, Girish Ghosh Road, Forum Parvesh, Belur, Bally (M), Howrah, West Bengal - 711202

6302 0448 9674

1947 | help@uidai.gov.in | www.uidai.gov.in

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AEUPK9157J

नाम/ Name
SUBHASH CHAND KHANDELWAL

पिता का नाम/ Father's Name
DEBI PRASAD KHANDELWAL

जन्म की तारीख/ Date of Birth
06/01/1961

हस्ताक्षर/ Signature

04/12/2017

भारत सरकार
Government of India

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

Enrolment No.: 0635/10277/96218

To
Prabir Roychowdhury
C/O Netai Roychowdhury
BF - 14, BF BLOCK
SALT LAKE, SECTOR - I
Bidhannagar(M)
Bidhannagar CC Block
North 24 Parganas West Bengal - 700064
9007012000

Download Date: 14/09/2020

Issue Date: 27/12/2019

Signature valid

आपका आधार क्रमांक / Your Aadhaar No. :
3291 9498 7795
VID : 9106 1075 6116 0502

मेरा आधार, मेरी पहचान

Government of India

AADHAAR

सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- सुरक्षित QR कोड / ऑफलाइन XML / ऑनलाइन ऑथेंटिकेशन से पहचान प्रमाणित करें।
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- Verify identity using Secure QR Code/ Offline XML/ Online Authentication.
- This is electronically generated letter.

- आधार देश भर में मान्य है।
- आधार कई सरकारी और गैर सरकारी सेवाओं को पाना आसान बनाता है।
- आधार में मोबाइल नंबर और ईमेल ID अपडेट रखें।
- आधार को अपने स्मार्ट फोन पर रखें, mAadhaar App के साथ।

- Aadhaar is valid throughout the country.
- Aadhaar helps you avail various Government and non-Government services easily.
- Keep your mobile number & email ID updated in Aadhaar.
- Carry Aadhaar in your smart phone – use mAadhaar App.

Prabir Roychowdhury
Date of Birth/DOB: 03/06/1964
Male/ MALE

Download Date: 14/09/2020

Issue Date: 27/12/2019

3291 9498 7795
VID : 9106 1075 6116 0502

मेरा आधार, मेरी पहचान

Address:
C/O Netai Roychowdhury, BF - 14, BF BLOCK, SALT LAKE, SECTOR - I, Bidhannagar(M), North 24 Parganas, West Bengal - 700064

3291 9498 7795
VID : 9106 1075 6116 0502

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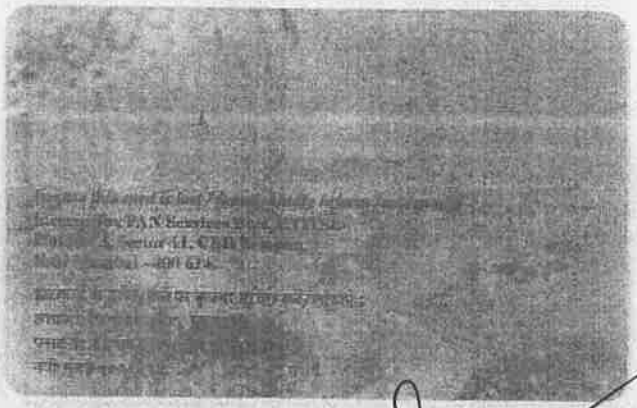
PRABIR ROYCHOWDHURY
NETAI ROYCHOWDHURY
Signature



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India

Government of India

তালিকাভুক্তির আই ডি/Enrollment No.: 1093/88007/03558

To
প্রদীপ বিদ
Pradeep Baid
S/O Ratan Lal Baid
Club Town Housing Complex, Block-2, Flat No.-4AB
VIP Road, Teghoria
Opposite Haldiram Pure Food Kolkata
Kolkata Airport Kolkata
West Bengal 700052
9830072326

30/03/2012

106538

UH001065382IN

আপনার আধার সংখ্যা/ Your Aadhaar No. :

3709 1549 0271

আধার - সাধারণ মানুষের অধিকার

भारत सरकार

GOVERNMENT OF INDIA

প্রদীপ বিদ
Pradeep Baid
জন্ম সাল / Year of Birth : 1956
পুরুষ / Male

3709 1549 0271

আধার - সাধারণ মানুষের অধিকার

Major Information of the Deed

Deed No :	**I-1902-05030/2023**	**Date of Registration**	**18/04/2023**
Query No / Year	**1902-2000956199/2023**	**Office where deed is registered**	
Query Date	**13/04/2023 11:57:49 AM**	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Dipak Jana 10, K.S. Roy Road,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 6296030799, Status :Solicitor firm		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]	
Set Forth value		Market Value	
		Rs. 11,56,41,141/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 75,041/- (Article:48(g))		Rs. 10,105/- (Article:E, E, B)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Raghunathpur Road, Mouza: Raghunathpur, , Ward No: 009 Jl No: 8, Pin Code : 700059

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-470 (RS :-)	LR-3585	Bastu	Bastu	1 Bigha 7 Katha 6 Chatak 12 Sq Ft		5,42,38,498/-	Width of Approach Road: 13 Ft.,
L2	LR-472 (RS :-)	LR-3585	Bastu	Bastu	1 Bigha 11 Katha 7 Sq Ft		6,14,02,643/-	Width of Approach Road: 13 Ft.,
		TOTAL :			**96.3623Dec**	**0 /-**	**1156,41,141 /-**	
	Grand Total :				**96.3623Dec**	**0 /-**	**1156,41,141 /-**	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**GSPR Developers Private Limited** Akshay Niloy Housing Complex, Block C 1narayanpur, City:- , P.O:- Rajarhat, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700136 , PAN No.:: aaxxxxxx8q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**Earthwork Nirman Private Limited** Jagardanga, City:- , P.O:- Rajarhat Gopalpur, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700136 , PAN No.:: aaxxxxxx5n,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	**Name**	**Photo**	**Finger Print**	**Signature**
	Mr Prabir Roy Chowdhury (Presentant) Son of Late Netai Roy Chowdhury Date of Execution - 18/04/2023, , Admitted by: Self, Date of Admission: 18/04/2023, Place of Admission of Execution: Office			
		Apr 18 2023 1:50PM	LTI 18/04/2023	18/04/2023
	BF 14, Salt Lake, Sector I, City:- , P.O:- CC Block, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700064, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: adxxxxxx1h, Aadhaar No: 32xxxxxxxx7795 Status : Representative, Representative of : Earthwork Nirman Private Limited (as Authorised Signatory)			
2	**Name**	**Photo**	**Finger Print**	**Signature**
	Mr Subhash Chand Khandelwal Son of Mr Debi Prasad Khandelwal Date of Execution - 18/04/2023, , Admitted by: Self, Date of Admission: 18/04/2023, Place of Admission of Execution: Office			
		Apr 18 2023 1:41PM	LTI 18/04/2023	18/04/2023
	212, Girish Ghosh Road, City:- , P.O:- Belur, P.S:-Bally, District:-Howrah, West Bengal, India, PIN:- 711202, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: aexxxxxx7j, Aadhaar No: 63xxxxxxxx9674 Status : Representative, Representative of : GSPR Developers Private Limited (as Director)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Pradeep Baid Son of Late Ratan Lal Baid Club Town, VIP Road, City:- , P.O:- Airport, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700052			
	18/04/2023	18/04/2023	18/04/2023
Identifier Of Mr Prabir Roy Chowdhury, Mr Subhash Chand Khandelwal			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	GSPR Developers Private Limited	Earthwork Nirman Private Limited-45.1963 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	GSPR Developers Private Limited	Earthwork Nirman Private Limited-51.166 Dec

Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Raghunathpur Road, Mouza: Raghunathpur, , Ward No: 009 Jl No: 8, Pin Code : 700059

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 470, LR Khatian No:- 3585	Owner:এ.টি.দেব. প্রাঃ লিঃ, Gurdian:পক্ষে ডাইরেক্টর, Address:ঝামাপুকুর লেন, কোল- , Classification:বাগান, Area:0.46000000 Acre,	GSPR Developers Private Limited
L2	LR Plot No:- 472, LR Khatian No:- 3585	Owner:এ.টি.দেব. প্রাঃ লিঃ, Gurdian:পক্ষে ডাইরেক্টর, Address:ঝামাপুকুর লেন, কোল- , Classification:ডাঙ্গা, Area:0.54000000 Acre,	GSPR Developers Private Limited

Endorsement For Deed Number : I - 190205030 / 2023

On 18-04-2023

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

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

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

Presented for registration at 11:50 hrs on 18-04-2023, at the Office of the A.R.A. - II KOLKATA by Mr Prabir Roy Chowdhury ,.

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 11,56,41,141/-

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

Execution is admitted on 18-04-2023 by Mr Prabir Roy Chowdhury, Authorised Signatory, Earthwork Nirman Private Limited, Jagardanga, City:- , P.O:- Rajarhat Gopalpur, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700136

Indetified by Mr Pradeep Baid, , , Son of Late Ratan Lal Baid, Club Town, VIP Road, P.O: Airport, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700052, by caste Hindu, by profession Others

Execution is admitted on 18-04-2023 by Mr Subhash Chand Khandelwal, Director, GSPR Developers Private Limited, Akshay Niloy Housing Complex, Block C 1narayanpur, City:- , P.O:- Rajarhat, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700136

Indetified by Mr Pradeep Baid, , , Son of Late Ratan Lal Baid, Club Town, VIP Road, P.O: Airport, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700052, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,105.00/- (B = Rs 10,000.00/- ,E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 10,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/04/2023 2:26PM with Govt. Ref. No: 192023240017792801 on 17-04-2023, Amount Rs: 10,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKW6669060 on 17-04-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 20.00/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 449375, Amount: Rs.20.00/-, Date of Purchase: 04/02/2023, Vendor name: S CHATTERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/04/2023 2:26PM with Govt. Ref. No: 192023240017792801 on 17-04-2023, Amount Rs: 75,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKW6669060 on 17-04-2023, Head of Account 0030-02-103-003-02

Satyajit Biswas
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2023, Page from 163300 to 163355

being No 190205030 for the year 2023.

Seal of the Additional Registrar of Assurances-II, Kolkata

Digitally signed by SATYAJIT BISWAS
Date: 2023.04.24 11:35:41 -07:00
Reason: Digital Signing of Deed.

(Satyajit Biswas) 2023/04/24 11:35:41 AM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.

(This document is digitally signed.)