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पश्चिम बंगाल WEST BENGAL

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2/684623/24

ADDITIONAL REGISTRAR OF
ASSURANCES-KOLKATA

Certified that the Document is admitted to
Registration The Signatures and the
enclosure sheets attached to the Document
are the non-
Additional Registrar
of Assurances Kolkata

U 3 APR 2024

DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT made on this 8th day of August,
Two Thousand Twenty-Three (2023) according to Christian Era;

BETWEEN

Pawan Kumar Agarwal
Shikha Agarwal

Kaganwal
Nitesh Agarwal

197425



No. Sold to Suman Kumar Agarwal.

Address 7 Nanda Lal Bahadur Lane - 03.

Rs.

15 MAR 2023

Date.

SIPRA DEY

Licence No.: 18A

Code : 1070

1, N. S. Road, Kolkata-700 001

A large, stylized handwritten signature in black ink, appearing to read 'Sipra Dey'.

1



03 APR 2024



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



192024250004516438

GRN Details

GRN:	192024250004516438	Payment Mode:	SBI Epay
GRN Date:	03/04/2024 17:46:24	Bank/Gateway:	SBIePay Payment Gateway
BRN :	0661108891423	BRN Date:	03/04/2024 17:46:52
Gateway Ref ID:	0821200967	Method:	ICICI Bank - Corporate NB
GRIPS Payment ID:	030420242000451642	Payment Init. Date:	03/04/2024 17:46:24
Payment Status:	Successful	Payment Ref. No:	2000684623/8/2024

[Query No/*Query Year]

Depositor Details

Depositor's Name:	Mr NITU AGARWAL
Address:	1/16 D OLAI CHANDI ROAD
Mobile:	9804190924
Period From (dd/mm/yyyy):	03/04/2024
Period To (dd/mm/yyyy):	03/04/2024
Payment Ref ID:	2000684623/8/2024
Dept Ref ID/DRN:	2000684623/8/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000684623/8/2024	Property Registration- Registration Fees	0030-03-104-001-16	189
Total				189

IN WORDS: ONE HUNDRED EIGHTY NINE ONLY.



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



020420242000314396

GRIPS Payment Detail

GRIPS Payment ID:	020420242000314396	Payment Init. Date:	02/04/2024 22:59:32
Total Amount:	40041	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	8510314622925	BRN Date:	02/04/2024 23:01:13
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Smt NITU AGARWAL
Mobile: 9804190924

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192024250003143978	Directorate of Registration & Stamp Revenue	40041
Total			40041

IN WORDS: FORTY THOUSAND FORTY ONE ONLY.

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



1.01. **"Owners"** means the aforesaid (1) **Sri Pawan Kumar Agarwal**, (2) **Smt. Shikha Agarwal** and/or their heirs/heirss, executors, administrators, legal representatives, successors-in-interest and permitted assignees;

1.02. **"Developer"** means the aforesaid **DHANAVRDDHA UDYOG LLP**, now being represented by its aforesaid Partners namely (1) **Sri Kailash Prasad Agarwal**, (2) **Smt. Nitu AGARWAL** and/or its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners;

1.03. **"Said Land"** means and include ALL THAT piece and parcel of bastu land measuring more or less 11 Cottah, 6 Chittak and 2.91 Square Feet equivalent to 761.140 square meters, lying and situated at Premises No. 7, Nanda Lal Bose Lane, Police Station-Shyampukur, Kolkata-700003, under K.M.C Ward No. 007, Borough No. 001, within the municipal limits of The Kolkata Municipal Corporation bearing Assessee No.110072300099, which is more fully and particularly described in the FIRST SCHEDULE hereunder written;

1.04. **"Said Building"** means the proposed multistoried R.C.C. frame structure building intended to be used for residential, commercial (as the case may be), occupation, etc., purposes and in conformity with the said details of construction specifically mentioned in the FIFTH SCHEDULE hereunder written to be constructed, erected and completed by the Developer at its own cost and expenditure at the Said Land subject to and in consonance with the terms and conditions hereinafter stated;

1.05. **"Said Property"** means the Said Land and shall include the Said Building & the Common Areas as mentioned herein below, all lying and situated at Premises No.7, Nanda Lal Bose Lane, Police Station-Shyampukur, Kolkata-700003, under K.M.C Ward No. 007, Borough No. 001, within the municipal limits of The Kolkata Municipal Corporation bearing Assessee No.110072300099;

1.06. **"Common Areas"** means and include the common spaces & common parts, common services, common installation, common amenities & facilities e.tc., in the Said Property more fully mentioned and described in the SIXTH SCHEDULE hereunder written;

1.07. **"Parking Space"** means the designated space as per the below mentioned Plan for parking car/motor cycle/cycle lying at the ground level of the Said Building as well as in the Said Land barring the Said Building. The same shall not be treated as the Common Areas.

The area of the Parking Space shall be ascertained on the basis of carpet area which means the net usable floor area of such Parking Space

(1) **Sri Pawan Kumar Agarwal** (PAN. No.AGVPA4644H, Aadhaar No. 288700103456 and Phone No.9830134532), son of Sri Kailash Prasad Agarwal aged about 46 years, by citizen-Indian, by faith-Hindu, by Occupation-Business, residing at 1/16D, Olai Chandi Road, Post Office – Belgachia, Police Station-Tala, Kolkata-700037, (2) **Smt. Shikha Agarwal** (PAN No. AKLPA7387B, Aadhaar No. 515669605908 and Phone No.9830990121), wife of Sri Krishna Kumar Agarwal, aged about 37 years, by citizen-Indian, by faith-Hindu, by occupation-Business, residing at 1/16D, Olai Chandi Road, Post Office-Belgachia, Police Station-Tala, Kolkata-700037, hereinafter collectively called and referred to as the "**Owners**" (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean include their heirs/heirss, executors, administrators, legal representatives, successors-in-interest and permitted assignees) of the **FIRST PART**

AND

DHANAVRDDHA UDYOG LLP (PAN No. AAUFD9787F), a Limited Liability Partnership Firm within the meaning of The Limited Liability Partnership Act, 2008 having its registered office at 1/16D, Olai Chandi Road, Post Office-Belgachia, Police Station-Tala, Kolkata-700037, duly represented by its Partners namely (1) **Sri Kailash Prasad Agarwal** (PAN No. AIRPA6054D, Aadhaar No.778022890550 and Phone No.9830479473), son of Lt. Ram Prasad Agarwal aged about 75 years, by citizen-Indian, by faith-Hindu, by Occupation-Business, residing at 1/16D, Olai Chandi Road, Post Office-Belgachia, Police Station-Tala, Kolkata-700037, (2) **Smt. Nitu AGARWAL** (PAN No. AEGPA5460A, Aadhaar No. 846410208766 and Phone No. 9804190924), wife of Sri Pawan Kumar Agarwal, aged about 41 years, by citizen-Indian, by faith-Hindu, by occupation-Business, residing at 1/16D, Olai Chandi Road, Post Office-Belgachia, Police Station-Tala, Kolkata-700037, hereinafter called and referred to as the "**Developer**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **SECOND PART**.

NOW THIS AGREEMENT WITNESSES and it is hereby agreed and declared by and between the Parties hereto, which are as follows: -

ARTICLE - I: DEFINITION

In these presents, unless contrary hereto or repugnant thereto, the following expressions shall have the following meanings: -

excluding the area covered by the external wall(s), R.C.C./bricks Column(s) and areas under services shafts, if any;

1.08. **"Flat"** whether called Apartment, tenement, dwelling unit, office or by any other name, means a separate and self-contained part in the Said Building, including one or more rooms or enclosed spaces, located on any floors or any part thereof, in the Said Building which is intended to be used for residential, commercial (as the case may be), occupation, etc., purposes which together with its undivided interest in the Common Areas forms an independent unit.

It does not include the Parking Space and the same shall not be treated as the Common Areas;

1.09. **"Specified Common Areas"** without its grammatical variations and cognate expression means the areas out of the Common Areas as specified herein, for the purpose of deriving the Proportionate area to be added in the area of Flat to ascertain the Built-Up Area of such Flat only. They are as follows: -

(A) Lying on the Ground floor of the Said Building:

Lift walls with Lift voids, staircases, Entrance Lobbies/Corridors except for allotted space in the Said Building, a watchman booth and a toilet.

(B) Lying on all the typical floors of the Said Building:

Lift walls, Lift lobbies, staircases, and Lobbies/Corridors beyond the Flats;

1.10. **"Carpet Area"** means the net usable floor area of a Flat excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive cupboard area, as the case may be, but includes the area covered by the internal partition wall(s) and internal R.C.C./bricks Column(s), if any, of such Flat.

Explanation 1 - For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of such Flat, meant to be used exclusively for that Flat only.

Explanation 2 -For the purpose of this clause, the expression "exclusive cupboard area" means the area of the cupboard, if any, which is appurtenant to the net usable floor area of such Flat, meant to be used exclusively for that Flat only;

1.11. **"Built-Up Area"** in relation to any Flat, means the sum total of the Carpet Area, exclusive balcony or verandah area & exclusive cupboard area attached thereto (as the case may be), the thickness of the external walls including the R.C.C./bricks Columns of such Flat and the proportionate area of the Specified Common Areas.

It is clarified that if any of the said wall or R.C.C./bricks Columns being common between the two Flats then half of the area under such wall or R.C.C./bricks Columns shall be taken into consideration for calculation of Built-Up Area.

It is further clarified that if any of the said wall or R.C.C./ bricks Columns comes within the concerned Flat and the Common Areas then the entire area under such wall or R.C.C./bricks Columns shall be taken into consideration for calculation of Built-Up Area;

1.12. **"Super Built-Up Area"** in relation to any Flat, means the sum total area of the Built-up Area of such Flat and a minimum of Twenty-Five percent of the same;

1.13. **"Owners' Allocation"** means and include the entitlements of the Owners to retain or grant, sell, convey, assign, assure or Transfer the Flats and Parking Spaces specifically and particularly set out in THIRD SCHEDULE hereunder written TOGETHER WITH Proportionate indivisible share of the Common Areas more fully and particularly described in the SIXTH SCHEDULE hereunder written consisting amongst other the Said Land more fully and particularly described in the FIRST SCHEDULE hereunder written, TOGETHER WITH rights to the easements, quasi-easements, privileges more fully and particularly described in the TENTH SCHEDULE hereunder written, TOGETHER WITH obligation to pay Proportionate Common Expenses more fully and particularly described in the SEVENTH SCHEDULE hereunder written, TOGETHER WITH further obligation of Proportionate payment of Maintenance-In-Charges more fully and particularly described in the NINTH SCHEDULE hereunder written AND FURTHER, subject to the restrictions mentioned in the EIGHTH SCHEDULE hereunder written;

1.14. **"Developer's Allocation"** means and include the remaining portions of the Flats and the Parking Spaces in after deducting the Owners' Allocation. The Developer's Allocation is specifically and particularly set out in FOURTH SCHEDULE hereunder written to be retain or grant, sell, convey, assign, assure or Transfer the Flats and the Parking Spaces by the Developer TOGETHER WITH Proportionate indivisible share of the Common Areas more fully and particularly described in the SIXTH SCHEDULE hereunder written consisting amongst other the Said Land more fully and particularly described in the FIRST SCHEDULE hereunder written, TOGETHER WITH rights to the easements, quasi-easements, privileges more fully and particularly described in the TENTH SCHEDULE hereunder written, TOGETHER WITH obligation to pay Proportionate Common Expenses more fully and particularly described in the SEVENTH SCHEDULE hereunder written, TOGETHER WITH further obligation of Proportionate payment of Maintenance-In-Charges more fully and particularly described in the NINTH SCHEDULE hereunder written AND

FURTHER, subject to the restrictions mentioned in the EIGHTH SCHEDULE hereunder written;

1.15. **"Project"** means and include the development of the Said Land and construction of the Said Building alongwith the Common Areas and all easement, rights and appurtenances belonging thereto, undertaken to be done by the Developer in pursuance hereof, till the Said Building is completed and possession of the completed Flats and Parking Spaces in habitable condition is taken over by the Allottees or limited till the time of the Flats and Parking Spaces are constructed and the intimation for taking possession given to the Allottees by the Developer;

1.16. **"Allottee"** in relation to the Project, means the Person to whom Flat(s) or Flat(s) alongwith the Parking Space(s) in the Said Property has been allotted, sold, or otherwise transferred and includes the Person who subsequently acquires the said allotment through sale, Transfer or otherwise but does not include a Person to whom such Flat(s) or Flat(s) alongwith the Parking Space(s) is given on rent.

It includes the Owners and Developer for all un-transferred Flat(s) and/or Parking Space(s) therein not being parted and may remain either in possession of the Owners or the Developer in respect of their respective Allocation.

Explanation, - the expression "Person" herein includes;-(i) individual; (ii) a Hindu undivided family; (iii) a Company; (iv) a firm under the Indian Partnership Act,1932, or the Limited Liability Partnership Act,2008, as the case may be; (v) a competent authority; (vi) an association of persons or a body of individuals whether incorporated or not; (vii) a co-operative society registered under any law relating to co-operative societies;

1.17. **"Co-Transferees"** means and include all the Allottees who for the time being shall be granted, sold, conveyed, transferred, assigned and assured the Flats and/or Parking Spaces unto themselves and/or shall take lawful possession of such Flats and /or Parking Spaces thereof and shall include the Owners and Developer for all un-transferred Flat(s) and/or Parking Space(s) therein not being parted and may remain either in possession of the Owners or the Developer in respect of their respective Allocation;

1.18. **"Unit"** shall mean the term used for denoting a Flat alongwith a Parking Space intended to be transferred to the Allottee. It is made clear herein that if any Allottee is allotted a Flat alongwith a Parking Space than it shall be treated as a single Unit for all purposes;

1.19. **"Project Advocate"** mean and include any advocate(s) / solicitor(s)/legal firm(s) as may be appointed mutually by the Parties hereto for the Project;

1.20. **"Project Architect/Engineer/Consultant"** means and include the Architect(s), Engineer(s) and the other consultant(s) professional(s), adviser(s) etc. for the Project who shall be appointed mutually by the Parties hereto from time to time. All fees, costs, charges and expenses payable to them shall be borne by the Developer;

1.21. **"Plan"** means and include the building plans duly approved by the Kolkata Municipal Corporation bearing B.P. No. 2022010184 dated 03.03.2023 and certain other Approvals obtained/ procured by the Owners in respect of the Said Land prior to entering into this agreement. It shall also mean and include wherever the context permits, such plans, drawings, designs, elevations, and specifications as may be prepared by the Project Engineer. It shall further mean and include wherever the context permits any variations/deviations/modifications/alterations/additions and Future Approvals as mentioned herein below;

1.22. **"Future Approvals"** means and include any other necessary sanction/revisions/extension/completion of the building plans, approval, permission, clearance, consent, no objection, registration, licence, etc. from any competent authorities as may be required for the implementation of the Project. The same shall be obtained by the Developer at its own costs. The Owners shall fully cooperate and shall sign all documents and papers that may be required for obtaining such Future Approvals. However, in case, any Approvals become necessary because of notification or changes being made in any Flat(s) and/or Parking Space(s) at the request of the Allottee of such Flat(s) and/or Parking Space(s), the costs, charges, expenses, outgoings and fees for the same shall be borne and paid by the concerned Allottee;

1.23. **"Title Deeds"** means and include 4(Four) numbers of Deed of Conveyances made in favour of the Owners and 3 (Three) numbers of Deed of Gift including 1(One) number of Deed of Declaration in respect of the Said Land which are more fully mentioned and described in the SECOND SCHEDULE hereunder written;

1.24. **"Association"** means the Association of Allottees formed by all the Co-Transferees for joint care, security, preservation and maintenance of the Said Property. All the Co-Transferees being agreement bound to join such Association on due formation thereof and paying Proportionately for such purpose;

1.25. **"Common Expenses"** means and include all expenses for the maintenance, management, upkeep and administration of the Said Property consisting of the Said Building, the Common Areas, common services to the Co-Transferees and all other expenses for the Common purpose including those mentioned in the SEVENTH SCHEDULE hereunder written to be

incurred in Proportionate by the Allottees as mentioned herein below after the accomplishment of the Project;

1.26. **"Transfer"** with its grammatical variations and cognate expression means any transfer by possession and by any other means adopted for effecting transfer of space under the law;

1.27. **"Maintenance-In-Charge"** means and include the amounts as specified in the NINTH SCHEDULE hereunder written to be deposited /paid or payable by the Allottees including the Owners and Developer for un-transferred/retained portions of their respective allocations;

1.28. **"Proportionate"** in accordance to the context, means:

(A) Where it refers to the share of any Allottee in respect of the **Said Land** or the **Common Areas** of the Said Property or the **Common Expenses** for the Said Property, the share of such Allottee therein shall be in the proportion of the Carpet area of the Allottee's Flat/Flat alongwith the Parking Space in total (as the case may be) against the variable total of Carpet area of all the Flats and all the Parking Spaces within the Said Property;

Explanation. - The expression "variable total" means the sum total of Carpet Area of all the Flats and all the Parking Spaces which will increase in the event of any additional/further constructions on the present sanctioned roof as may be possible on the Said Building pursuant to clause 18.02 hereunder written.

1.29. RULES OF INTERPRETATION

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

1.29.02. **Gender:** In this Agreement, words denoting any gender include all other genders;

1.29.03. **Party:** In this Agreement, any reference to a Party is to a party to this Agreement. Owners and Developer are individually referred to as **"Party"** and collective referred to as **"Parties"**;

1.29.04. **Chatak:** In this Agreement, any reference to the word "Chittak/Chitak/Chattak" be referred to as **"Chatak"**;

1.29.05. **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;

1.29.06. **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 proceeding those terms;

1.29.07. **Headings:** In this agreement 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.

ARTICLE - II: Background

2.01. The Owners and Developer had agreed for development of the Said Land more fully described in the FIRST SCHEDULE hereunder written by constructing the Said Building and the Common Areas at the cost and expense of the Developer and commercially exploiting it by means of the grant, sell, convey, assign, assure or Transfer the Flat(s) and Parking Space (s) and other rights in the Project on the terms and conditions pursuant to this Development Agreement. The Owners shall execute a power of Attorney in favour of the Developer. The Developer shall take steps for the development of the Said Land by commencing construction of the Said Building, obtaining Future Approvals of the Project accordingly and in pursuance of Green Building Norms as far as possible.

2.02. Accordingly, this Development Agreement is being executed by the Owners in favour of the Developer herein.

2.03. Under this Development Agreement, it has now been mutually agreed between the Parties that the Owners shall be entitled to the Owners' Allocation and the Developer shall be entitled to Developer's Allocation as mentioned heretofore and more fully and particularly set out in THIRD SCHEDULE and FOURTH SCHEDULE hereunder written respectively. However, if at all, it is possible to construct any additional Flat(s)/floor(s) on the present sanctioned roof now or in future, whatsoever the case may be, the same shall be constructed by the Developer at its own cost and expenditure. The ratio for the allocation between the Parties shall be as follows: -

Owner's Allocation :	60 percent of the Built-up Area of the additional Flat(s)/floor(s).
Developer's Allocation :	40 percent of the Built-up Area of the additional Flat(s)/floor(s).

ARTICLE - III: REPRESENTATIONS

3.01. **Owners' Representations:** The Owners have jointly and/or severally represented to the Developer which are as follows:

3.01.01. **Right of the Said Land:** The Owners are together the lawful, undisputed and absolute Owners in respect of the Said Land and are fully seized and possessed of and otherwise fully and sufficiently entitled to the Said Land without any interruption and/or obstruction whatsoever including paying all requisite, fees, taxes, and other outgoings. The devolution of Ownership of the Said Land in favour of the Owners is mentioned in the SECOND SCHEDULE hereunder written.

3.01.02. The Owners herein are inter alia entitled to:

(a) develop the Said Land and to erect, develop and/or construct the Said Building therein;

(b) to grant, sell, convey, assign, assure or Transfer including amalgamate, separate and/or otherwise deal with any portions of the Said Land on such terms and conditions and for such consideration as the Owners may deem fit and proper;

(c) to grant, sell, convey, assign, assure or Transfer including amalgamate, separate and/or otherwise part with possession in part or whole and/or otherwise deal with constructions and/or spaces in the Said Land which may be constructed thereon in future and/or any parts thereof and/or the rights of the Owners for such consideration and on such terms and conditions as the Owners shall think fit and proper and to collect, receive, accept all the appropriate considerations, advances, rents issues, profits or any kind whatsoever in nature relating to the same.

3.01.03. **Possession:** The Said Land in its entirety is in the khas, vacant, peaceful and absolute possession of the Owners.

3.01.04. **Mutation:** The Owners got their name mutated in the records of the Kolkata Municipal Corporation (K.M.C.).

3.01.05. **Marketable interest of Owners:** The rights, title and interest of the Owners in the Said Land is free from all encumbrances, charges, liens, claims, demands, mortgages, leases, thika tenancies, licenses, liabilities, attachments, trusts, debutters, prohibitions, restrictions, restrictive covenants, excutions, acquisition, requisitions, vesting, alignments and easements. The Owners have a good and marketable right and full power, absolute authority and indefeasible title to grant, sell, convey, assign, assure or Transfer the Said Land and are entitled to lawfully retain, hold, develop and Transfer the Said Land under the relevant laws governing the same.

3.01.06. **Owners to Ensure Continuing Marketability:** The Owners shall at their own cost ensure that their rights, title and interest in the Said Land

continue to remain good, marketable and free from all encumbrances throughout the completion time of the Project and/or any time mutually agreed between the Parties.

3.01.07. **Owners have Authority:** The Owners have good right, full power, absolute authority and indefeasible title to enter into this Agreement and there is no legal bar or impediment regarding the same.

3.01.08. **Not Done Any Act:** The Owners herein has not in any way dealt with the Said Land whereby the right, title and interest of the Owners as to the Ownership, use, development and enjoyment thereof is or may be affected. The Owners have not done any act, deed or thing whereby or by reason whereof the Transfer of the Said Land may be prejudicially affected and the same are all good, effectual, valid and subsisting and in full force and effect and have not been forfeited, surrendered or become void or voidable.

3.01.09. **No Prejudicial Act:** The Owners have not done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement or otherwise in respect of the Said Land.

3.01.10. **No excess vacant land within the meaning of The Urban Land (Ceiling & Regulations) Act, 1976:** The Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976 has issued a No Objection Certificate dated 11th April, 2022 under Rule 4 (4) of the Kolkata Municipal Corporation Building Rules, 2009 and consequently there is no excess vacant land in the Said Land.

3.01.11. **No alignment:** No portion of the Said Land is affected by any notice/scheme/alignment of any Local Development Authority/the Government/the Kolkata Municipal Corporation/any other Public or Statutory Body/Authority.

3.01.12. **No attachment:** The Said Land is not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever or howsoever and there is no Certificate case or proceedings against the Owners for realization of the arrears of Income Tax or other taxes or dues or otherwise under the Public Demands Recovery act or any other acts for the time being in force.

3.01.13. **No Requisition or Acquisition:** The Said Land or any portion hereof and interest of the Owners in respect of the same is not affected by any orders of any Court of Law, tribunal, judicial, quasi-judicial, statutory or any

other body or authority nor by requisition or acquisition of any authority or authorities under any law and no notice of requisition or acquisition of the Said Land or any portion thereof has been issued and/or served upon the Owners and/or in respect of the Said Land and no such proceedings have been initiated and/or pending in respect thereof.

3.01.14. **No mortgage:** The Owners have not created any registered or equitable mortgage or anomalous or other mortgage or charge or lien in respect of their right, title and interest in the Said Land or any part thereof and the same is free from all charges, encumbrances and liabilities whatsoever or howsoever.

3.01.15. **Taxes Paid:** All municipal rates, taxes and outgoings relating to the Said Land have been paid by the Owners for the period up to the 4th quarter of 2022-2023 and at present there are no outstanding demands regarding the same.

3.01.16. **No Guarantee:** No guarantee and/or corporate guarantee or any other security has been given by the Owners which may affect the Said Land in any manner at any time whatsoever.

3.01.17. **No Subsisting Previous Agreement:** The Owners have not in any way dealt with the said Premises or any part thereof whereby the right, title and interest of the Owners as to the use, enjoyment, development and/or Transfer of the Said Land or any part thereof is or may be affected in any manner whatsoever and there is no subsisting agreement, arrangement or understanding whatsoever with any person or entity for transfer, lease, assignment, letting, parting with possession, development or otherwise dealing with or disposing of the Said Land or any part thereof and have not created any third party rights. Despite this fact, it is pertinent to mention herein that in the proposed Flat No. GA on the ground floor of the Said Building, after the same is completed and handed over to the Owners, the Owners may have to hand it over to one tenant. Howsoever, the Owners shall be held responsible and shall pay and borne the liabilities for any encumbrances, charges, liens claim etc. in respect of the said Flat if any.

3.01.18. **No Restriction:** There is neither any restriction on transfer, assignment or development of the Said Land nor any subsisting order, proceeding, notification, declaration or notice affecting the Said Land and no part of the same has been vested, acquired, requisitioned, attached and/or affected under any law and/or by anybody or authority.

3.02. **Developer's Representations:** The Developer has represented to the Owners which are as follows: -

3.02.01. **Incorporation:** It is properly incorporated under the laws of India.

3.02.02. **Necessary Requirements:** It has all necessary rights, licenses, permissions, powers and capacity to enter into this agreement and to perform the obligations hereunder and in so doing, is and/or shall not be in breach of any obligations or duties owed to any third parties and will not be so because of performing its obligations under this agreement.

3.02.03 **Infrastructure, Expertise and Financial Capacity of Developer:** The Developer will be carrying on the business of construction and development of real estate and has the necessary infrastructure and expertise in this field and resources to successfully undertake the development of the Said Land and complete and finish the same within the time agreed in this agreement.

3.02.04. **No Abandonment:** The Developer shall not abandon, delay or neglect the Project in any manner and shall accord the necessary priority thereto.

3.02.05. **Authority:** The Deed of Partnership/Limited Liability Partnership Deed permits the Developer to undertake the activities covered by this agreement and as such the Developer has full right, power and authority to enter into this Agreement.

ARTICLE - IV: BASIC UNDERSTANDING

4.01. **Agreement:** The Owners have and/or shall be deemed to have made available the Said Land for the purpose of development and the same is capable of being developed, constructed upon and to grant, sell, convey, assign, assure or Transfer the same. The development of the Said Land shall commence for making construction of the Said Building thereon in accordance with the plans sanctioned by the KMC being building Permits bearing B.P.No.2022010184 dated 03.03.2023 and/or revised from time to time by the K.M.C. or in deviation thereof with mutually agreed specifications in the manner envisaged in this Agreement. This Agreement duly entitles the Developer to grant, sell, convey, assign, assure or Transfer all Flats and Parking Spaces falling within the ambit of Developer's Allocation TOGETHER WITH Proportionate indivisible share of the Common Areas more fully and particularly described in the SIXTH SCHEDULE hereunder written consisting amongst other the Said Land more fully and particularly described in the FIRST SCHEDULE hereunder written, TOGETHER WITH rights to the easements, quasi-easements, privileges more fully and particularly described in the TENTH SCHEDULE hereunder written, TOGETHER WITH obligation to pay Proportionate Common Expenses more fully and particularly described in

the SEVENTH SCHEDULE hereunder written, TOGETHER WITH further obligation of Proportionate payment of Maintenance-In-Charges more fully and particularly described in the NINTH SCHEDULE hereunder written AND FURTHER, subject to the restrictions mentioned in the EIGHTH SCHEDULE hereunder written for gains, Cooperation therefore being obligatory on the part of the Owners in such respect.

The constructed Flats, Parking Spaces and other rights in the Said Building shall be transferable in favour of the intending Allottee only in accordance with the Owners' Allocation and Developer's Allocation more fully and particularly described in the THIRD and FOURTH SCHEDULES respectively hereunder written.

4.02. **Developer to have development right:** In consideration of the various terms and conditions, covenant & stipulation recorded in this agreement and on the part of the Developer herein to be performed and observed and further in consideration thereof, the Developer have agreed to undertake the Project of Development of the Said Land and construction of the proposed Said Building alongwith Common Areas thereat in consideration of the premises and the various terms & conditions, covenant & stipulation recorded in this agreement. The Owners have agreed to entrust to the Developer, the exclusive right to carry out the Project of Development of the Said Land and construction of the Said Building including the Common Areas in the manner and within the Time and as per the terms herein recorded.

ARTICLE - V: APPOINTMENT AND COMMENCEMENT

5.01. **Appointment and Acceptance:** The Parties confirm acceptance of the Basic understanding between them as recorded in this Agreement. The Owners confirm having appointed the Second party as the Developer of the Said Land to exclusively execute the Project in accordance with this Agreement. The Developer herein confirms having accepted such appointment by the Owners.

5.02. **Commencement:** This agreement commences and shall be deemed to have commenced on and with effect from the date of execution of this agreement being the day, month and year first above written.

5.03. **Tenure:** Subject to what is hereinafter appearing, this agreement shall remain in full force and effect until such time the Project of development of the Said Land and construction of the proposed Said Building & Common Areas thereat intended to be undertaken by the Developer in terms of this agreement is fully completed in all aspect. It shall also remain valid and in full force till all obligations of the Parties toward each other stand fulfilled and performed.

5.04. **Project Implementation:** The Developer henceforth is entitled to enter into the Said Land in its entirety for development in terms of this Agreement and take all steps for development and Transfer in terms of this Agreement. The Developer is also hereby entitled to carry out any other development and construction-related works at the Said Land and to do all things and to take all steps for the implementation of the Project.

ARTICLE – VI: SANCTION, APPROVALS AND CONSTRUCTION

6.01. **Sanction & Approvals:** The building plans being B.P.No.2022010184 dated 03.03.2023 have already been sanctioned by the KMC and certain other Approvals have already been obtained in respect of the Said Land by the Owners. If any Future Approvals are required for the implementation of the Project, then the same shall be obtained by the Developer at its own costs. The Owners shall fully co-operate in the context thereto.

6.02. **Demolition of Structure and Removal of Debris:** The Owners have already demolished the pre-existing structure lying at the Said Land (including the erstwhile foundation thereof) and have taken away, removed and/or disposed of the materials, salvage, debris etc. The Owners have also filled up and levelled the soil till ground level in the Said Land and as such the Said Land is ready for any civil work to start thereat.

6.03. **West Bengal Real Estate Regulatory Authority (WBREERA) Registration & Compliances:** The Developer shall take steps to obtain the registration and/or approval of the Project from the concerned authority under The West Bengal Real Estate (Regulation and Development) Rules,2021 in accordance to the law and all costs, charges, expenses, outgoings and fees for the same shall be borne and paid by the Developer. The filings and compliances shall be done by the Developer. The Owners shall fully co-operate and assist the Developer regarding the above.

6.04. **Construction of the Said Building:** The Developer shall, at its own costs and expenses, construct, erect and complete the Said Building in accordance with the Plan and as per the Specifications mentioned in the FIFTH SCHEDULE hereunder written or such other specifications as may be mutually agreed between the Owners and the Developer from time to time.

6.05. **Completion Time:** The Developer shall, at its own costs and expenses, construct, erect and complete the Said Building in accordance with the Plan and as per the mutually agreed specifications and obtain a completion/occupancy Certificate from the "KMC" within a period of 36 (Thirty-Six) months from the date of commencement. The Developer shall be entitled to a further period of 18 (eighteen months) from the date of expiry of

the Completion Time as a grace period (hereinafter referred to as "**Grace Period**"). Any delay that may be attributable to Force majeure shall also be added to the Completion time and the Grace Period.

6.06. **Building Materials:** The Developer shall be authorized to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities required for the construction of the Said Building.

6.07. **Utility Connections:** The Developer shall be entitled to use any existing electricity connection/electric meter(s), water and any other utility connection at the Said Land and shall be liable to pay the costs, charges and expenses for use of the same. The Developer shall be authorized in the name of the Owners to apply for and obtain at its own cost temporary/permanent connections of water, electricity, drainage and other utility connections.

6.08. **Co-operation:** Neither party shall indulge in any activities that may be detrimental to the development of the Said Land and/or may affect the successful completion of the Project. Both Parties shall provide all cooperation that may be necessary for the successful completion of the Project.

ARTICLE - VII: CUSTODY AND DEPOSIT OF ORIGINAL DOCUMENTS

7. The Title Deeds, mutation certificate/s, Property tax bill, No Objection certificate from the Competent Authority under The Urban Land (Ceiling and Regulation) Act, 1976, sanctioned plans etc. were in exclusive possession and custody of the Owners prior to Commencement date and no other person or entity had any right of entitlement in respect of the same.

Simultaneously with the execution of this Agreement, the said original documents are being handed over to the Developer which the Developer doth hereby admits and confirms.

ARTICLE - VIII: LICENCE TO ENTER THE SAID LAND

8. Immediately upon the execution of this agreement, the Owners have already vacated the Said Land and handed over the khas, vacant, peaceful and absolute possession of the Said Land to the Developer for the execution of the Project.

The Owners have agreed to allow the Developer and the persons to be authorised by it to enter upon the Said Land as a Licensee to undertake the Project of development of the Said Land in accordance with this agreement. It is hereby expressly agreed by and between the Parties hereto that the possession of the Said Land is not being given or shall not be intended to be given to the Developer in part performance as contemplated by Section 53A of

the Transfer of Property Act 1972 read with Section 2(47)(v) of the Income Tax Act, 1961.

ARTICLE - IX: POWERS AND AUTHORITIES

9.01. **Power of Attorney** : Simultaneously with the execution of this Agreement, the Owners shall grant to the Developer and its authorized representatives, a Power of Attorney for the purpose of, inter alia, applying for and obtaining the sanction/revision/extension of the building plans and all necessary Future Approvals from different authorities in connection with the construction of the Said Building in terms of this Agreement, for doing various acts, deeds and things in connection with construction of the Said Building at the Said Land, for the purpose of booking or entering into agreement to grant, sell, convey, assign, assure or Transfer and to make final Deed for grant, sell, convey, assign, assure or Transfer the Flats, Parking Spaces and any other rights in the Said Building falling within the ambit of Developer's share specifically and particularly set out in the FOURTH SCHEDULE hereunder written TOGETHER WITH Proportionate indivisible share of the Common Areas more fully and particularly described in the SIXTH SCHEDULE hereunder written consisting amongst other the Said Land more fully and particularly described in the FIRST SCHEDULE hereunder written, TOGETHER WITH rights to the easements, quasi-easements, privileges more fully and particularly described in the TENTH SCHEDULE hereunder written, TOGETHER WITH obligation to pay Proportionate Common Expenses more fully and particularly described in the SEVENTH SCHEDULE hereunder written, TOGETHER WITH further obligation of Proportionate payment of Maintenance-In-Charges more fully and particularly described in the NINTH SCHEDULE hereunder written AND FURTHER, subject to the restrictions mentioned in the EIGHTH SCHEDULE hereunder written. Notwithstanding the grant of the aforesaid Power of Attorney, the Owners shall execute all necessary papers, documents, Plan etc. for enabling the Developer to perform its obligations and exercise all its rights and entitlements under this Agreement. Grant of such Power of Attorney by the Owners shall not however be deemed to affect/ diminish in any manner the responsibility, liability or obligations of the Developer under this Agreement concerning the matters contained in such Power of Attorney.

9.02. The powers for Transfer of the Flats, Parking Spaces and any other rights falling within the ambit of the Developer's share specifically and particularly set out in the FOURTH SCHEDULE hereunder written by way of registration of final Deed to grant, sell, convey, assign, assure or Transfer shall be exercised in terms of this Agreement only. Provided that the final Deed to grant, sell, convey, assign, assure or Transfer any Flat, Parking Space and any other rights shall be executed and registered by the Constituted Attorney of the Owners (by the Power of Attorney being simultancously executed with the

execution of this Agreement) at any time either before or after issue of Completion Certificate (as the case may be).

9.03. **Further Acts:** Notwithstanding grant of the aforesaid Power of Attorney, the Owners hereby undertake that the Owners shall execute, as and when required by the Developer as necessary and at the costs of the Developer, all papers, documents, Plan etc. in furtherance of this agreement for enabling the Developer to perform all obligations under this agreement.

ARTICLE - X: FINANCIALS

10.01. **Project Finance:** The Developer may arrange to obtain a loan for financing the construction of the Project from any Bank/Financial Institution. The Developer shall be entitled to deposit the Original Documents of the Said Land with the said Bank/Financial Institution as security for Project Finance.

Provided that the Owners shall not have any liability whatsoever to repay the Project Finance obtained by the Developer and/or any interest, penalty or other amounts relating to the same (hereinafter collectively referred to as **Project Finance Liability**) and the Developer hereby indemnifies and agrees to keep indemnified the Owners against any claim demand, costs, damages, liability or loss whatsoever relating to Project Finance/ Project Finance Liability. The Developer shall be solely liable for repaying the Project Finance/Project Finance Liability and the said finance shall only be used for this Project.

10.02. **Goods & Service Tax:** The Goods & Service Tax relating to development and construction shall be paid by the Developer who shall comply with the applicable provisions regarding the same and keep the Owners indemnified with regard thereto.

Provided that if GST is applicable at any considerable point of time and payable by the Allottee for the grant, sell, convey, assign, assure or Transfer of Flats and Parking Spaces forming part of the Owners' Allocation, the same shall be received and collected by the Developer subject to norms and rules of the GST.

ARTICLE - XI: Dealing With Flats And Parking Spaces Liable To Be Transferred

11.01. The Owners shall be entitled to Owners' Allocation with the right to Transfer or otherwise deal with the same in any manner the Owners deems appropriate and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and Transfer of the same. It is clearly understood that the dealings of the Owners concerning the said Owners' Allocations specifically and particularly set out in the THIRD SCHEDULE hereunder written shall not in any manner fasten or create any

financial liabilities upon the Developer. However, any Transfer of any part of such areas shall be subject to the other provisions of this agreement.

11.02. The Developer shall be exclusively entitled to the Developer's Allocation with the exclusive right to Transfer or otherwise deal with the same in any manner the Developer deems appropriate, without any right, claim or interest therein whatsoever of the Owners and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and Transfer of the same. It is clearly understood that the dealings of the Developer concerning the said Developer's Allocation specifically and particularly set out in the FOURTH SCHEDULE hereunder written shall not in any manner fasten or create any financial liabilities upon the Owners. However, any Transfer of such areas shall be subject to the other provisions of this agreement.

11.03. The Flats, as well as Parking Spaces, shall be granted, sold, conveyed, transferred, assigned and assured in favour of the Allottee(s) by entering Agreements/Deeds for grant, sell, convey, assign, assure or Transfer or otherwise. Such instrument shall be in consonance with the standard format as shall be made and prepared by the Project Advocate.

11.04. In case of conveyance the Flats and or Parking Spaces, the Parties on receipt of complete amount of the price of the Flats and or Parking Spaces from the Allottee, shall execute a conveyance deed and convey the title of the Flats and or Parking Spaces together with proportionate indivisible share in the Common Areas. However, if the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Parties shall be at liberty to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Developer is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11.05. All Sale/Transfer Proceeds including the GST if applicable at any considerable point of time and payable by the Allottee for the grant, sell, convey, assign, assure or Transfer of Flats and Parking Spaces forming part of the Developer's Allocation shall be received and collected by the Developer. Similarly, all Sale/Transfer Proceeds payable by the Allottee for the grant, sell, convey, assign, assure or Transfer of Flats and Parking Spaces forming part of the Owners' Allocation shall be received and collected by the Owners. However, the GST if applicable at any considerable point of time and payable by the Allottee for the grant, sell, convey, assign, assure or Transfer of Flats and

Parking Spaces forming part of the Owners' Allocation shall be received and collected by the Developer subject to norms and rules of the GST.

11.06. All formalities, requirements and compliances under The West Bengal Real Estate (Regulation and Development) Rules, 2021 shall be wholly and exclusively complied with by the Developer and the share, rights and entitlement of the Owners in the realization or otherwise hereunder shall not be affected in any manner thereby.

11.07. The Maintenance-In-Charges as described and mentioned more fully in NINTH SCHEDULE hereunder written shall be collected by the Developer in its name and the Developer shall utilize the same for the respective purpose. The Owners shall have no concern or responsibility in connection with the figures or utilization in respect of Deposits /Extra Charges/Taxes.

ARTICLE - XII: RATES AND TAXES

12. **Municipal Taxes and Outgoings:** All Municipal rates, taxes and outgoings (hereinafter collectively referred to as "**Rates**") in respect of the Said Land had been paid by the Owners till the 4th quarter of 2022-2023 and thereafter the Rates as applicable shall be borne, paid and discharged by the Developer till the date of issue of the Completion/Occupancy Certificate. However, after the date of grant of the Completion/Occupancy Certificate and from the date of Possession as mentioned hereinbelow, the Rates shall be borne, paid and discharged by the respective Allottee.

ARTICLE - XIII: POSSESSION AND POST-COMPLETION MAINTENANCE

13.01. **Possession Notice:** After the issuance of the Completion Certificate and/or Occupancy certificate by the concerned Authorities in respect of the Said Building, the Developer shall address a notice of Possession to the Owners and /or the Allottees for taking possession of their allocation.

13.02. **Possession of Owners' Allocation:** After the Possession notice is served upon the Owners and/or the Allottees, the Owners and/or the Allottees shall take possession of those areas within 15 days from the date of service of the Possession Notice upon them. In case the Owners and/or the Allottees do not take such possession, it shall be deemed that the Developer has delivered possession and the Owners and/or the Allottees have taken such possession.

13.03. **Possession date and Rates:** On and from such date of the Owners and/or the Allottees taking physical possession or the aforementioned deemed possession, whichever be earlier (hereinafter referred to as **Possession Date**), the Parties and/or the Allottees shall become liable and responsible for

the Rates as well as the Common Expenses as applicable in respect of their respective allocations.

13.04. **Punctual payment and mutual indemnity:** The Parties shall punctually and regularly pay the Rates as well as the Common Expenses as applicable for their respective allocations to the concerned authorities/entity/person and the Parties shall keep each other 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 consequent upon a default by the other.

13.05. **Maintenance:** The Developer shall frame a scheme for the management administration and maintenance of the Common Areas and services of the Said Property including the Said Building. Initially, the maintenance of the same shall be looked after by the Developer who shall be entitled to collect Maintenance-in-Charge including the Common Expenses from the Allotees. At an appropriate stage, the Developer shall hand over the maintenance including the balance of the Sinking Funds to the aforesaid Association, a body constituted/formed at the instance of the Developer and the Allotees shall be represented on such body.

ARTICLE - XIV: PRINCIPAL OBLIGATIONS OF DEVELOPER

14.01. **Completion of construction within Completion Time:** The Developer shall complete the construction of the Said Building & Common Areas within the Completion Time and Grace Period subject to Force Majeure.

Provided however that in case of any Future Approval(s), the time required for the same shall be added.

14.02. **Compliance with Laws:** The Developer will execute the Project and make the construction of the Said Building & Common Areas in conformity with the prevailing laws as far as possible and/or mutually agreed conditions between the Parties.

14.03. **Specification:** The Developer shall use building materials as per the specifications mentioned in the FIFTH SCHEDULE hereunder written and/or such other specifications as may be mutually agreed.

14.04. **Adherence by Developer:** Subject to the Owners complying with their obligations in terms of this agreement and/or under the applicable laws, the Developer has assured the Owners that it shall implement the terms and conditions of this agreement and shall adhere to the stipulations of time limits in terms of this Agreement.

14.05. **Construction to be of Developer's Risk and Cost:** The Developer shall construct and complete the Said Building & Common Areas at its own cost and risk. The Developer shall be responsible and liable to the Government, KMC and other authorities concerned and the occupants/ Allottee/ third parties for any loss or any claim arising therefrom and hereby indemnifies and agrees to keep indemnified the Owners against all claims, losses or damages for any default or failure or breach on the part of the Developer.

14.06. **Tax Liabilities:** The Developer shall be liable for taxes, levies, duties, including the GST etc. concerning the construction/erection of the Said Building & Common Areas (the Project). The Developer shall also be liable for rates, taxes, levies, duties, including the GST etc. concerning the said Project till the aforesaid Possession Date.

14.07. **Approvals for construction:** The Developer shall obtain all approvals required from various Government authorities to commence, execute and complete the Project save and except those that have already been obtained before the execution of this Agreement. The Owners shall fully assist and cooperate with the Developer in this regard and shall sign all documents and papers that may be reasonably required for the same.

14.08. **Responsibility for marketing and Brokerage:** The transferable Flats and Parking Spaces in the Said Property shall be marketed and transferred in terms of this agreement and the Developer shall decide the marketing strategy, budget, selection of publicity material, media etc. and shall bear the costs of the same in respect of the Developer's Allocation. The brokerage payable for Transfer of the Flats in respect of Developer's Allocation shall be paid by the Developer.

14.09. **Assignment:** The Developer shall not assign this Agreement or any rights or benefits hereunder to any outside parties without the prior written consent of the Owners.

14.10. **No dealing with the Said Property:** The Developer hereby covenants not to let out, grant lease, mortgage, Transfer and/or charge the Said Property or any portion thereof save in the manner envisaged by this Agreement.

14.11. **Stamp duty and Registration Fee:** The Developer shall pay and bear the entire amount of stamp duty and the registration fee payable in respect of this Development Agreement and the Power of Attorney to be granted pursuant hereto.

14.12. **No obstruction in dealing with Owners' Allocation:** The Developer hereby agrees and covenants with the Owners that it shall not do any act deed or thing whereby the Owners are prevented from enjoying, selling, assigning and/or disposing of any part or portion of the Owners' Allocation.

14.13. **Inspection by Owners:** During the period of construction of the Project, the Owners may undertake periodical inspection of the Project, assisted by the Project Engineer, if felt necessary. Suggestions/ observations, if made on such inspection, shall be communicated to the Developer, who may discuss the same with the Project Architect/Engineer and implement, if feasible. Such inspection, non-inspection, giving or non-giving of observation shall not create, on the Owners, any statutory, collateral or consequent obligation or liability which is otherwise the obligation or liability of the Developer nor shall be taken to be acknowledgement, discharge or waiver by the Owners of any obligation of the Developer or rights or remedies against the improper compliance, if any by the Developer.

14.14. **Responsibility for accidents:** The Owners shall not remain responsible for any accident and/or mishap or damage taking place within or outside the Said Land and during the course of development. The Developer alone (to the exclusion of the Owners) shall be responsible and liable for the payment of any wages or compensation or other money payable to any workmen, contractor of the Developer for any work, dispute, accident or injury to such persons during the proposed development on the Said Land.

14.15. **Preventing Encroachment:** The Developer till the completion of the Project shall not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the Said Land as well as the Said Property or any part or portion thereof.

14.16. **Non-exposure of Owners:** The Developer shall not expose the Owners to any liability and shall regularly and punctually make payment of the fees and/or charges of the architect, engineer and other consultants as may be necessary and/or required for the purpose of construction, erection and completion of the Said Building.

14.17. **Labour Laws:** The Developer and/or its contractors shall settle disputes and claims in the event of death or injury to any persons on site engaged during the development of the Said Land.

14.18. **Insurances:** The Developer may purchase and maintain insurance policies as are customarily and ordinarily available in India on commercially reasonable terms and reasonably required to be maintained to insure the Project and all related assets against risks in an adequate amount,

consistent with the estimated value of the Project and as may be required. The proceeds from all insurance claims, except for life and injury, shall be promptly applied for the repair, renovation, restoration, replacement, or reinstatement of the Project assets, facilities and services or any part thereof, which may have been damaged or destroyed.

ARTICLE - XV: PRINCIPAL OBLIGATIONS OF OWNERS

15.01. **Right, Title & Interest:** The Owners shall ensure that their ownership right and interest in the Said Land continues to remain good and marketable free from all encumbrances, charges, liens, claims etc. throughout the entire period of the Project (including renewal thereof) or till Transfer of the same in favour of Allottee in accordance with this agreement, whichever is earlier. The Owners shall forthwith rectify/ remedy defects or deficiencies, if any in their right, title & interest and resolve any issue that may arise regarding the same or any encumbrances etc. at their own costs and keep the Developer fully indemnified in this regard.

15.02. **Co-operation with Developer:** The Owners undertake to fully cooperate with the Developer for obtaining all Future Approvals required for the development of the Said Land and to sign all documents and papers that may be required for the same.

15.03. **Documentation and Information:** The Owners undertake to provide the Developer with necessary documentation and information relating to the Said Land as may be required by the Developer from time to time.

15.04. **No Obstruction to Developer:** Subject to the Developer complying with its obligations in terms of this Agreement and/or under the applicable laws, the Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions and/or exercising its rights and entitlements under this Agreement.

15.05. **Not to deal with the Said Land:** The Owners hereby covenant not to let out, grant, sell, convey, mortgage, Transfer and/or charge the Said Land or any portion thereof save in the manner envisaged by this Agreement.

15.06. **Adherence by Owners:** Subject to the Developer complying with its obligations in terms of this Agreement and/or under the applicable laws, the Owners have assured the Developer that they shall implement the terms and conditions of this Agreement.

ARTICLE - XVI: INDEMNITY

16.01. **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owners saved, harmless and indemnified of, from and against any

actions, proceedings, claims, losses, damages, costs, charges, expenses, liabilities, demands and consequences (whether criminal or civil or revenue) whatsoever suffered by the Owners relating to the development and/or to the construction of the Said Building & Common Areas or due to delay thereof and also arising from any breach of this Agreement by the Developer and/or arising from any breach, default or violation of any law, permission, rules, regulations or bye-laws relating to development and construction and/or arising out of any accident due to negligence of the Developer during development and construction and/or arising from any of the declarations, representations, agreements and assurances made or given by the Developer being incorrect and/or arising due to any act, omission, breach or default of the Developer.

16.02. **By Owners:** The Owners hereby indemnify and agree to keep the Developer saved, harmless and indemnified from and against any actions, proceedings, claims, losses, damages, costs, charges, expenses, liabilities, demands and consequences (whether criminal or civil or revenue) whatsoever suffered by the Developer relating to the Owners' right, title and interest in the Said Land and/or arising from any breach of this Agreement by the Owners and/or arising due to any defect/deficiency in the Owners' right, title and interest in the Said Land and/or due to any encumbrance etc. and/or arising from any of the declarations, representations, agreements and assurances made or given by the Owners being incorrect and/or arising due to any act, omission, breach or default of the Owners.

ARTICLE - XVII: LIMITATION OF LIABILITIES

17. **No indirect Loss:** Notwithstanding anything to the contrary herein, neither the Developer nor the Owners shall be liable in any circumstances whatsoever to each other for any indirect or consequential loss suffered or incurred.

ARTICLE - XVIII: MISCELLANEOUS

18.01. **Developer to Collect Additional Payments & Deposits:** The Developer shall be entitled to collect the Maintenance-in-Charges, Project Advocate's Fees, charges for additional work and amenities that may be provided in addition/modification of the specifications agreed with the Allottee, charges for out-of-pocket expenses and fees payable for changes/regularisation/completion under applicable Rules or provisions, etc. in respect of all Flats and Parking Spaces of the Said Property. It is clarified that the aforesaid additional charges, expenses and/or deposits shall exclusively be paid to the Developer and shall not be included as part of Sale/Transfer Proceeds.

18.02. **Additional/Further Construction:** If at any time, any additional/further constructions on the present sanctioned roof as may be possible on the Said Building, then such additional/further constructions shall be made/erected only by the Developer. All costs, charges and expenses (including miscellaneous and incidental expenses) incurred for the construction of such additional /further construction shall be borne and paid by the Developer only. The ratio for the allocation between the Parties shall be as follows: -

Owner's Allocation	:	60 percent of the Built-up Area of the additional Flat(s)/floor(s).
Developer's Allocation	:	40 percent of the Built-up Area of the additional Flat(s)/floor(s).

The Parties by this agreement shall be at liberty to proceed with the said additional/further constructions and may retain or dispose of the same in the manner as they may deem fit and proper.

18.03. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written, oral or implied.

18.04. **Validity:** The Parties are executing this Agreement as a legally binding contract with intent to be bound by the terms hereof. If any term or provision herein contained shall be held to be invalid or unenforceable, the same shall not affect the validity or enforceability of the other provisions of this Agreement and the Parties shall endeavour to replace such term or provision with a valid and enforceable term or provision which corresponds best to the original intention.

18.05. **Essence of the Contract:** The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract. Moreover, consequences of various acts and omissions of the Parties may not have been specifically covered in this agreement and all of them shall be treated /applicable equitably and justly.

18.06. **No Partnership:** The Owners and the Developer have entered into this Agreement purely on a principal-to-principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an Association of Persons.

18.07. **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights. A waiver on occasion shall not be deemed to be a waiver of the same or any other breach or non-fulfilment on a future occasion.

18.08. **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.

18.09. **Names of the Project:** The name of the Project shall be "ARANYA KUTIR". However, the same may only be changed with the consent of both Parties.

18.10. **Transfers:** It is agreed and clarified that all transfers shall be effected pursuant to this agreement in favour of the Allottee and shall preferably be of the nature of the grant, sell, convey, assign, assure or Transfer to the extent permissible.

18.11. **Taxation:** The Owners shall not be liable for any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly, the Developer shall not be liable for any income tax, wealth tax or any other taxes in respect of the Owners' Allocation and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

18.12. **Measurements:** In case of any confusion/dispute arises as to the correctness of any area in respect of any Flat or Parking Space in the Said Property, the Project Engineer's decision in regard thereto shall be binding upon all the Parties including the Co-Transferees.

18.13. **Clarifications:** It is made clear by the Parties herein that where the Allottee is allotted any Flat alongwith the Parking Space, in that case the Flat and the Parking Space shall be treated as a single indivisible unit.

18.14. **Right to enter the apartment for repairs:** The Developer/Association shall have rights of unrestricted access of all Common Areas and parking spaces for providing necessary maintenance services and the Owners agrees to permit the Developer/Association to enter into the flat(s) or Parking space(s) or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

18.15. **Provisions of this agreement applicable on Allottee / subsequent Allottees:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Flat(s) and/or the Parking Space(s), in case of a transfer, as the said obligations go along with the Flat(s) and/or the Parking Space(s) for all intents and purposes.

18.16. **Right of to use Common Areas subject to payment of total Common Expenses:** It is hereby agreed between the Parties that the Parties including all the Allottees shall also have undivided Proportionate share in the Common Areas. Since the share/interest of the Parties including all the Allottees in the Common Areas is undivided and cannot be divided or separated, the Parties including all the Allottees shall use the Common Areas amongst themselves without causing any inconvenience or hindrance to each other. Further, the right of the Parties including all the Allottees to use the Common Areas shall always be subject to the timely payment of Proportionate Common Expenses as determined and thereafter billed by the Developer /Association (as the case may be) and performance by them of their obligations in respect of the terms and conditions specified by the Developer /Association (as the case may be) from time to time shall be mandatory.

ARTICLE - XIX: FORCE MAJEURE

19.01. **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 the Acts of God, natural calamities, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation any abnormally inclement weather, flood, lightning, storm, tempest, fire, explosion, earthquake, subsidence, pandemic, epidemic or other natural physical disaster, war, military operations, riot, crowd disorder, strike, lock-outs, partial or full lockdown or any other restriction imposed by the Government or any other authority, labour unrest (accidental death of labour) or other industrial action, terrorist action, civil commotion, non-availability/shortage of construction material in West Bengal, delays due to any legislation, regulation, ruling or omissions (including delay or failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) adversely affecting the Project or any Government or Court orders which cannot be attributable to any act, omission, default or violation of the concerned party;

19.02. If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, then such Party shall not be deemed to have defaulted in the performance of its

contractual obligations and the periods mentioned in this Agreement shall stand suitably extended.

Provided that the concerned Party shall inform the other Party in writing within 30 (thirty) days of the commencement of the event of Force Majeure specifying the nature and extent of the circumstances giving rise to the events of force majeure and similar notice in writing shall also be given upon cessation of the Force Majeure event.

ARTICLE - XX: AMENDMENT/MODIFICATION

20. The Parties may add to alter, amend and/or modify this Agreement or any part hereof in such manner as may be mutually agreed in writing provided however it shall not be necessary to register such writing.

Provided further that 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/or unless the same is mutually accepted and admitted by the Parties.

ARTICLE - XXI: NOTICE

21. Any notice or other written communication given under or in connection with this Agreement may be delivered by hand against written acknowledgement or sent by registered post with acknowledgement due to the address of the relevant Party mentioned in this agreement or such other address as may be notified in writing by each Party from time to time.

ARTICLE - XXII: ARBITRATION

22. All or any dispute or difference between the Parties hereto relating to and/or concerning the Said Property or any portion thereof and/or arising out of and/or relating to and/or concerning this Agreement or any term or condition herein contained and/or any breach thereof and/or relating to interpretation thereof shall be resolved by mutual discussions between the Parties amicably, failing which the same shall be referred to arbitration of a sole Arbitrator to be appointed in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The Parties have agreed that the sole Arbitrator shall have summary powers and may make or give interim orders, awards and/or directions and shall be entitled to grant specific performance, damages, interest, etc. The sole Arbitrator shall be entitled to avoid all rules relating to evidence and procedure as are expressly avoidable under the law but shall give reasons for the award. The Award(s) made by the sole Arbitrator shall be final and the Parties agree to be bound by the same.

ARTICLE - XXIII: JURISDICTION

23. **Jurisdiction:** In connection with the aforesaid arbitration proceedings, only the Courts at Kolkata shall have exclusive jurisdiction to receive, entertain, try and determine all actions and proceedings.

THE FIRST SCHEDULE ABOVE REFERRED TO
(The Said Land)

ALL THAT piece and parcel of bastu land measuring more or less 11 Cottah, 6 Chittak and 2.91 Square Feet equivalent to 761.14 square meters lying and situated at Premises No. 7, Nanda Lal Bose Lane, Police Station-Shyampukur, Kolkata-700003, under K.M.C Ward No.007, Borough No. 001, within the municipal limits of The Kolkata Municipal Corporation bearing Assessece No.110072300099 including the hereditaments and premises or any part thereof now is/are or heretofore were or was situated, butted, bounded, called, known, numbered, described or distinguished **TOGETHER WITH** all sewers, drains, ways, paths, passages, water courses, light, right, liberties, privileges, easements and appurtenances whatsoever is anywise appertaining to or usually held or enjoyed therewith or reputed to belong or to be appurtenant thereto and **ALL THAT** estate, right, title, interest, claim and demand of the Owners in to and upon the Said Land and erstwhile structure therein, hereditaments and premises and every part thereof.

The **Said Land** is butted and bounded in the following manners:

On the North:	Partly by Premises No. No.9A, Nanda Lal Bose Lane, partly by Premises No. 3/1A, Thakur RadhaKanta Lane, partly by Premises No. 3, Thakur RadhaKanta Lane, partly by Thakur RadhaKanta Lane and partly by Premises 1A, Thakur RadhaKanta Lane.
On the South:	Partly by Uma Charan Mitra Lane and partly by Premises No.13A, Uma Charan Mitra Lane.
On the East :	Partly by Nanda Lal Bose Lane and partly by Premises No. 3, Thakur RadhaKanta Lane.
On the West :	Partly by Premises No. 1A, Thakur RadhaKanta Lane and partly by Premises No. 14, Uma Charan Mitra Lane.

THE SECOND SCHEDULE

(Devolution of ownership of the Owners in respect of the Said Land)

WHEREAS one Surendra Nath Koondoo and others sold, transferred and conveyed unto one Chandra Nath Koondoo (since deceased) son of Late Dinanath Koondoo, All That piece and parcel of Land admeasuring about 6 (Six) Cottah, 1 (One) Chattak and 12 (Twelve) Square Feet situated at erstwhile premises No.7 Nanda Lal Bose Lane, Kolkata-700003, under Police Station-Shyampukur registered with the Joint Sub-Registrar of Calcutta vide Kobala

[deed of sale] partially signed on 11th August 1911, and duly recorded in the Book No.1, Volume No.14, page from 183 to 187, Being No. 885 for the year 1911 and completed on 30th August 1911, as duly recorded in the Book No.1, Volume No.13, Page from 250 to 255, Being No. 969 for the year 1911.

AND WHEREAS one Raj Kristo Mukherjee and Smt. Panchumoni Debi had sold, transferred and Conveyed in favour of the aforesaid Chandra Nath Coondoo alias as Chandra Nath Koondoo (since deceased), son of Late Dina Nath Coondoo ALL THAT one-storied brick built dwelling house together with a piece and parcel of land measuring about 2 (Two) Cottah, 7 (Seven) Chattak and 10 (Ten) Square Feet be the same a little more or less lying at and being the erstwhile premises No.12A Uma Charan Mitra Lane under Police Station-Shyampukur, Kolkata-700003, along with right of way over the passage from the premises No.1A Thakur RadhaKanta Lane under Police Station-Shyampukur, Kolkata-700003, which would remain common to both the Premise being No. 1A Thakur RadhaKanta Lane and erstwhile premises No.12A Uma Charan Mitra Lane under Police Station- Shyampukur, Kolkata-700003, and all other rights into and over the said private passage for all purposes connected with the beneficial and convenient use, occupation and enjoyment of the property thereby conveyed by Deed of Conveyance registered with the Sub- Registrar of Assurance, Calcutta on 27th August,1912, recorded in Book No 1, Volume No 7, Page from 246 to 259, Being No 1981 for the year 1912.

AND WHEREAS one Saroda Prasad Chatterjee(since deceased) son of Late Tincowri Chatterjee and Surothmoni Debi alias as Suroballa Debi(since deceased) being the widow of Late Tincowri Chatterjee had indefeasibly granted, released, sold, transferred, assured and conveyed unto the wife of the said Chandra Nath Coondoo namely Binoda Sundari Dassi (since deceased) **ALL THAT** piece and parcel of vacant land containing by admeasurements 1 (One) Cottah, 14 (Fourteen) Chattak being the erstwhile premises No.2A Thakur Radha Kanta Lane under Police Station- Shyampukur, Kolkata-700003, by a Deed of conveyance registered with the Sub-Registrar of Assurance, Calcutta on 1st March, 1913, recorded in Book No. 1, Volume No. 9, Page from 77 to 89, Being No. 572 for the year 1913.

AND WHEREAS one widow of Surendronath Ganguly and daughter of Late Tincowri Chatterjee namely Kamini Devi (since deceased) as a Releaser and upon the request of the aforesaid Saroda Prasad Chatterjee (since deceased) and Surothmoni Debi(since deceased) had also released her right of residence and any other rights in the erstwhile premises No. 2A Thakur RadhaKanta Lane under Police Station-Shyampukur, Kolkata-700003, unto the said Binoda Sundari Dasi (since deceased) by the aforesaid Deed of conveyance duly registered with the Sub-Registrar of Assurance, Calcutta on 1st

March, 1913, recorded in Book No. 1, Volume No. 9, Page from 77 to 89, Being No. 572 for the year 1913.

AND WHEREAS by a Decree of the Calcutta High Court made in Suit No. 2488 of 1919, the aforesaid Surothmoni Devi (since deceased) was declared entitled to a moiety share of the house being the erstwhile premises No. 11A Uma Charan Mitra Lane under Police Station-Shyampukur, Kolkata-700003, and the aforesaid Binoda Sundari Dasi (since deceased) was declared entitled to the other moiety share and a writ of concussion was issued to Mr. I. Hechle, the then Registrar of the said Hon'ble Court.

AND WHEREAS the said commissioner by his return allotted to the said Binoda Sundari Dasi (since deceased) Lot "A" being the Northern portion of the said house containing an area of 14 Chittak and 13 Square Feet of land alongwith one-storied brick built building standing thereon to be held and enjoyed by her in severalty and likewise allotted the said Surothmoni Debi (since deceased) Lot "B" being the southern portion the said house containing an area of 15 Chittak and 29 Square Feet of land alongwith one-storied brick built building standing thereon to be held and enjoyed by her. The said commissioner kept a portion of the said house (marked Yellow therein) for a private passage common to both Binoda Sundari Dasi (since deceased) and Surothmoni Debi (since deceased) for the betterment cause and usage of the erstwhile premises No. 11A Uma Charan Mitra Lane under Police Station-Shyampukur, Kolkata-700003.

AND WHEREAS by a final Decree dated 8th February, 1921, made in the aforesaid suit, it was ordered and decreed that the said return together with all things therein contained should stand notified and confirmed and be observed and preferred by all parties according to the term and meaning thereof and it was thereby further ordered that the owelty money and the proportionate share of the cost of partition payable by the said Surothmoni Debi (since deceased) to the said Binoda Sundari Dasi (since deceased) should form a first charge on the portion of the said house allotted to Surothmoni Debi (since deceased).

AND WHEREAS by an order made in the aforesaid suit on 25th January, 1922, the southern portion of the erstwhile premises No. 11A Uma Charan Mitra Lane under Police Station-Shyampukur, Kolkata-700003, was directed to be sold by the Registrar of the said Hon'ble Court by Public Auction for payment to the said Binoda Sundari Dasi (since deceased) the owelty money and the partition costs payable by the said Surothmoni Debi.

AND WHEREAS in pursuance to the aforesaid order dated 25th January 1922 and to stop the said sale by Public Auction of the southern portion of erstwhile premises No. 11A Uma Charan Mitra Lane under Police Station-Shyampukur, Kolkata-700003, being Lot "B" allotted to the said Surothmoni Debi (since

deceased), the said Surothmoni Debi (since deceased) sold, transferred and conveyed a portion of the said Lot "B" containing an area of 4 Chittak and 10 Square Feet of land more or less being 30 feet in length and 6 feet 4 inches in width together with a one-storied brick built dwelling house standing thereat contiguous to and lying immediate south of Lot "A" allotted to the said Binoda Sundari Dasi (since deceased) by Deed of Conveyance registered with Sub-Registrar of Assurance, Calcutta on 15th May, 1922, recorded in Book No.1, Volume No.55, Page from 119 to 126, Being No.2226 for the year 1922 in favour of the said Binoda Sundari Dasi (since deceased).

AND WHEREAS the said Surothmoni Debi (since deceased) was thus seized and possessed of the remaining southern portion of erstwhile premises No. 11A Uma Charan Mitra Lane under Police Station-Shyampukur, Kolkata-700003, containing more or less 11 Chittak and 19 Square Feet of land together with a one-storied brick built dwelling house standing thereat along with her right to and in private passage common both to her and the said Binoda Sundari Dasi (since deceased).

AND WHEREAS after the demise of the said Surothmoni Debi and upon the death of her son Sarada Prasad Chatterjee on 6th December, 1931, Ramchandra Chatterjee (since deceased), Biswanath Chatterjee (since deceased), Lalit Kumar Chatterjee (a minor) all being sons of Sarada Prasad Chatterjee (since deceased) and widow of Sarada Prasad Chatterjee namely Annapurna Chatterjee (since deceased) were thus seized and possessed of the remaining southern portion of erstwhile premises No. 11A Uma Charan Mitra Lane under Police Station-Shyampukur, Kolkata-700003, containing more or less 11 Chittak and 19 Square Feet of land together with a one-storied brick built dwelling house standing thereat along with their right to and in private passage common both to them and the said Binoda Sundari Dasi (since deceased) or her legal heir Sri Sachindra Nath Koondoo alias as Sachindra Nath Kundu (since deceased).

AND WHEREAS the said Ramchandra Chatterjee (since Deceased), Biswanath Chatterjee (since deceased), and Annapurna Chatterjee (since deceased) as for self and as certificated and empowered guardian of Lalit Kumar Chatterjee being the minor son of Sarada Prasad Chatterjee (since deceased) sold, transferred and conveyed **ALL THAT** one-storied brick built messuage tenement or dwelling house together with the piece and parcel of land containing by measurement 11 Chittak and 16 Square Feet a little more or less situated and lying at and being the southern portion of erstwhile premises No. 11A Uma Charan Mitra Lane under Police Station-Shyampukur, Kolkata-700003, together with the private passage common to Vendors and Purchaser therein containing by measurement 3 Chittak and 11 Square Feet more or less lying at Sootanooty in the Northern Division of Calcutta by a Deed of Conveyance registered with Sub-Registrar of Assurance, Calcutta on 3rd

October, 1932, recorded in Book No.1, Volume No.106, Page from 19 to 27, Being No.3527 for the year 1932 in favour of Sri Sachindra Nath Koondoo alias as Sachindra Nath Kundu (since deceased) son of Chandra Nath Coondoo alias as Chandra Nath Koondoo (since deceased).

AND WHEREAS the said Binoda Sundari Dasi (since deceased), died intestate while her husband Chandra Nath Coondoo alias as Chandra Nath Koondoo predeceased her, leaving behind their only child, Sri Sachindra Nath Koondoo alias as Sachindra Nath Kundu (since deceased), as an absolute and sole legal heir.

AND WHEREAS the said Sri Sachindra Nath Koondoo alias as Sri Sachindra Nath Kundu (since deceased) became the absolute owner of all the properties of his aforesaid parents including the property being: -

(1) ALL THAT piece and parcel of Land admeasuring about 6 (Six) Cottah, 1(one) Chittak and 12 (twelve) Square Feet situated at being erstwhile Premises No.7, Nanda Lal Bose Lane, Kolkata-700003, under Police Station-Shyampukur.

(2) ALL THAT piece and parcel of land measuring about 2 (Two) Cottah, 7 (Seven) Chittak and 10 (Ten) Square Feet be the same a little more or less lying and situated at the erstwhile Premises No. 12A Uma Charan Mitra Lane under Police Station- Shyampukur, Kolkata-700003, along with one-storied brick built dwelling house lying there at together with a right of way over the passage from the Premises No.1A Thakur RadhaKanta Lane under Police Station -Shyampukur, Kolkata-700003, which would remain common to both the Premise being No. 1A Thakur RadhaKanta Lane and erstwhile Premises No.12A Uma Charan Mitra Lane under Police Station-Shyampukur, Kolkata-700003, and all other rights into and over the said common passage for all purposes connected with the beneficial and convenient use, occupation and enjoyment of the property thereby conveyed.

(3) ALL THAT piece and parcel of vacant land containing by admeasurements 1 (One) Cottah and 14 (Fourteen) Chittak being the erstwhile Premises No. 2A Thakur RadhaKanta Lane under Police Station-Shyampukur, Kolkata-700003.

(4) ALL THAT piece and parcel of bastu land admeasuring 2 Cottah, 01 Chittak and 05 Square Feet along with brick built pucca partly one-storied and partly two-storied building being erstwhile Premises No. 11 A, Uma Charan Mitra Lane, Police Station-Shyampukur, Kolkata-700003.

For the sake of brevity, all the properties as mentioned immediately herein above are hereinafter collectively referred to as the "**Aforesaid Properties**" for the sake of brevity.

AND WHEREAS the said Sri Sachindra Nath Koondoo alias as Sri Sachindra Nath Kundu (since deceased) wedded Smt. Shyama Sundari Dasi (since deceased) and had four sons namely Dhirendra Nath Koondoo alias as Dhirendra Nath Kundu (since deceased) as his eldest son, Narendra Nath Koondoo alias as Narendra Nath Kundu (since deceased) as his second son, Satyendra Nath Koondoo alias as Satyendra Nath Kundu (since deceased) as his third son, Sailendra Nath Koondoo alias as Sailendra Nath Kundu (since deceased) as his fourth and youngest son and one namely Krishna Bhawani Saha (since deceased) as his only daughter.

AND WHEREAS the said Sri Sachindra Nath Koondoo alias as Sri Sachindra Nath Kundu (since deceased) during his lifetime executed a Deed of Settlement dated 30th November, 1947, registered with the Sub-Registrar of Calcutta in Book No. 1, Volume No. 124, Page from 71 to 92, Being No. 4254, for the year 1947, whereby the said Sri Sachindra Nath Koondoo alias as Sachindra Nath Kundu (since deceased) appointed himself as the settlor/first trustee and further appointed his second, third and fourth (youngest) sons viz Narendra Nath Koondoo alias as Narendra Nath Kundu (since deceased), Satyendra Nath Koondoo alias as Satyendra Nath Kundu (since deceased) and Sailendra Nath Koondoo alias as Sailendra Nath Kundu (since deceased) as the subsequent trustees of the properties mentioned therein including the Aforesaid Properties.

AND WHEREAS the said Sri Sachindra Nath Koondoo alias as Sri Sachindra Nath Kundu (since deceased) excluded his eldest son namely Dhirendra Nath Koondoo alias as Dhirendra Nath Kundu and his wife namely Bimala Koondoo alias as Bimala Kundu along with his legal heirs/legal representatives from the purview of the properties covered by the above said Deed of settlement dated 30th November, 1947, and had made separate provision for their exclusive benefits by executing a separate registered Deed of Settlement dated 20th October, 1947.

AND WHEREAS the said Sri Sachindra Nath Koondoo alias as Sri Sachindra Nath Kundu died on 27th March, 1971, while his only wife Smt. Shayma Sundari Dasi predeceased him.

AND WHEREAS the said Smt. Krishna Bhawani Saha, being the only daughter of the said Sachindra Nath Kundu and her husband Dr. Somnath Saha died issueless (childless) long ago.

AND WHEREAS the said Narendra Nath Koondoo alias as Narendra Nath Kundu (since deceased), the second son of the said Sri Sachindra Nath Koondoo alias as Sri Sachindra Nath Kundu, died childless on 17th November, 1981, while his only wife namely Banamala Koondoo alias as Banamala Kundoo died on 5th February, 1961.

AND WHEREAS after the death of Narendra Nath Koondoo alias as Narendra Nath Kundu and his wife, since issueless (childless), the interest/share of said Narendra Nath Koondoo alias as Narendra Nath Kundu in the trust properties including Aforesaid Properties as per the said deed of settlement dated 30th November, 1947, got vested equally amongst the other two subsequent trustees namely the said Satyendra Nath Koondoo alias as Satyendra Nath Kundu and the said Sailendra Nath Koondoo alias as Sailendra Nath Kundu.

AND WHEREAS the said Satyendra Nath Koondoo alias Satyendra Nath Kundu (since deceased), died intestate on 27th February, 2003, while his only wife namely Sulekha Kundu died intestate on 31st July, 2012, leaving behind their only child SRI SUDIPTA KUNDU as their only legal heir.

AND WHEREAS the said Sailendra Nath Koondoo alias Sailendra Nath Kundu (since deceased) died intestate on 20th August, 2001 while his only wife namely Sudha Kundu died intestate on 2nd July, 2002 leaving behind their only child SRI ANUP KUMAR KUNDU as their only legal heir.

AND WHEREAS Smt. Sulekha Kundu widow of the said Satyendra Nath Koondoo alias as Satyendra Nath Kundu died intestate on 31st July, 2012 leaving behind her only child Sri Sudipta Kundu as her sole legal heir.

AND WHEREAS it was specifically declared in the said deed of settlement dated 30th November, 1947, that all the trust properties shall vest absolutely in equal shares in all the grandsons of the settlor by his aforesaid three sons, Narendra Nath Koondoo alias as Narendra Nath Kundu, Satyendra Nath Koondoo alias as Satyendra Nath Kundu and Sailendra Nath Koondoo alias as Sailendra Nath Kundu.

AND WHEREAS the said Smt. Sulekha Kundu (since deceased) during her lifetime declared that she was unwilling to couch step into the shoes of her deceased husband's trust property including the Aforesaid Properties.

AND WHEREAS after the death of Narendra Nath Koondoo alias as Narendra Nath Kundu, Satyendra Nath Koondoo alias as Satyendra Nath Kundu and Sailendra Nath Koondoo alias as Sailendra Nath Kundu, the trust properties including the Aforesaid Properties vested absolutely in favour of the said Sri Sudipta Kundu and Sri Anup Kumar Kundu and accordingly the private trust so created came to an end on 9th May, 2011.

AND WHEREAS the said Sri Sudipta Kundu and the Said Sri Anup Kumar Kundu became the absolute owners of the Aforesaid Properties and had been possessing and enjoying the Aforesaid Properties either through themselves or tenants and enjoying peacefully without any interruption and/or obstruction whatsoever and were undisputed owners thereof by paying all requisite fees,

taxes and other outgoings and had got their names mutated in the records of the Kolkata Municipal Corporation.

AND WHEREAS during the lifetime of the said Smt. Sulekha Kundu (since deceased), the said Sri Sudipta Kundu and the Said Sri Anup Kumar Kundu had offered to sell the Aforesaid Properties to the Owners herein with a specific request to the said Smt. Sulekha Kundu (since deceased) to give her consent to confirm the Transfer of her rights, title and interest, if any, in the Aforesaid Properties in favour of the Owners herein as the Confirming Party.

AND WHEREAS the said Smt. Sulekha Kundu (since deceased) gave her consent to confirm the Transfer of her rights, title and interest, if any, in the Aforesaid Properties in favour of the Owners herein/the Purchasers therein as the Confirming Party.

AND WHEREAS the said Sri Sudipta Kundu and the Said Sri Anup Kumar Kundu sold, conveyed, transferred and assigned unto the said Sri Pawan Kumar Agarwal and Smt. Shikha Agarwal **All That** piece and parcel of bastu land admeasuring 6 Cottah, 01 Chittak and 12 Square Feet along with brick-built pucca two-storied building together with asbestos shed structure being the erstwhile Premises No. 7, Nanda Lal Bose Lane, Police Station-Shyampukur, Kolkata-700003, under K.M.C Ward No. 007, Borough No. 001, within the municipal limits of The Kolkata Municipal Corporation bearing Assessee No.110072300099 and the same was duly registered at Additional Registrar of Assurances-II recorded in Book-1, CD Volume No. 38, Page from 418 to 445, Being No.10013 for the year 2011. Thereafter the said Sri Pawan Kumar Agarwal and Smt. Shikha Agarwal got their names mutated in the records of the Kolkata Municipal Corporation in respect of this property. The said Sri Pawan Kumar Agarwal and Smt. Shikha Agarwal became the undisputed and absolute owner of this property and has been possessing and enjoying the same peacefully without any interruption and/or obstruction whatsoever including paying all requisite fees, taxes and other outgoings.

AND WHEREAS the said Sri Sudipta Kundu and the Said Sri Anup Kumar Kundu sold, conveyed, transferred and assigned unto the said Sri Pawan Kumar Agarwal and Smt. Shikha Agarwal **All That** piece and parcel of bastu land admeasuring 2 Cottah, 01 Chittak and 05 Square Feet along with brick built pucca partly one-storied and partly two-storied building being erstwhile Premises No. 11 A, Uma Charan Mitra Lane, Police Station-Shyampukur, Kolkata-700003, under K.M.C Ward No. 007, Borough No. 001, within the municipal limits of The Kolkata Municipal Corporation bearing Assessee No.110073800158 and the same was duly registered at Additional Registrar of Assurances-II recorded in Book-1, Volume No.1902-2018, Page from 27197 to 27238, Being No.190200795 for the year 2018. Thereafter the said Sri Pawan Kumar Agarwal and Smt. Shikha Agarwal got their names mutated in the records of the Kolkata Municipal Corporation in respect of this property. The

said Sri Pawan Kumar Agarwal and Smt. Shikha Agarwal became the undisputed and absolute owner of this property and has been possessing and enjoying the same peacefully without any interruption and/or obstruction whatsoever including paying all requisite fees, taxes and other outgoings.

AND WHEREAS the said Sri Sudipta Kundu and the said Sri Anup Kumar Kundu sold, conveyed, transferred and assigned unto the said Sri Pawan Kumar Agarwal and Smt. Shikha Agarwal **ALL THAT** piece and parcel of land measuring about 2 (Two) Cottah, 7 (Seven) Chittak and 10 (Ten) Square Feet be the same a little more or less along with two-storied brick built dwelling house lying and situated at the erstwhile premises No. 12A Uma Charan Mitra Lane under Police Station-Shyampukur, Kolkata-700003, under K.M.C Ward No. 007, Borough No. 001, within the municipal limits of The Kolkata Municipal Corporation bearing Assessee No.110073800160 together with a right of way over the passage from the Premises No. 1 A Thakur RadhaKanta Lane under Police Station-Shyampukur, Kolkata-700003, which would remain common to both the Premise being No. 1 A Thakur RadhaKanta Lane and erstwhile Premises No.12A Uma Charan Mitra Lane under Police Station-Shyampukur, Kolkata-700003, and all other rights into and over the said common passage for all purposes connected with the beneficial and convenient use, occupation and enjoyment of the property thereby conveyed and the same was duly registered at Additional Registrar of Assurances-II recorded in Book-1, Volume No.1902-2018, Page from 26749 to 26790, Being No.190200794 for the year 2018. Thereafter the said Sri Pawan Kumar Agarwal and Smt. Shikha Agarwal got their names mutated in the records of the Kolkata Municipal Corporation in respect of this property. The said Sri Pawan Kumar Agarwal and Smt. Shikha Agarwal became the undisputed and absolute owner of this property and has been possessing and enjoying the same peacefully without any interruption and/or obstruction whatsoever including paying all requisite fees, taxes and other outgoings.

AND WHEREAS the said Sri Sudipta Kundu and the Said Sri Anup Kumar Kundu sold, conveyed, transferred and assigned unto the said Sri Pawan Kumar Agarwal and Smt. Shikha Agarwal **All That** piece and parcel of bastu land admeasuring 1 Cottah and 14 Chittak along with brick-built pucca two-storied building together with R.T.S. structure being erstwhile Premises No. 2A, Thakur Radha Kanta Lane, Police Station-Shyampukur, Kolkata-700003, under K.M.C Ward No. 007, Borough No. 001, within the municipal limits of The Kolkata Municipal Corporation bearing Assessee No.110073600029 and the same was duly registered at Additional Registrar of Assurances-II recorded in Book-1, Volume No.1902-2018, Page from 150156 to 150201, Being No.190204254 for the year 2018. Thereafter the said Sri Pawan Kumar Agarwal and Smt. Shikha Agarwal got their names mutated in the records of the Kolkata Municipal Corporation in respect of this property. The said Sri Pawan Kumar Agarwal and Smt. Shikha Agarwal became the undisputed and

absolute owner of this property and has been possessing and enjoying the same peacefully without any interruption and/or obstruction whatsoever including paying all requisite fees, taxes and other outgoings.

AND WHEREAS the said Sri Pawan Kumar Agarwal and Smt. Shikha Agarwal as an undisputed owner of erstwhile premises No.12A Uma Charan Mitra Lane under Police Station -Shyampukur, Kolkata-700003, by a Deed of Declaration duly registered at Additional Registrar of Assurances-II recorded in Book-1, Volume No.1902-2022, Page from 174173 to 174186, Being No.190204203 for the year 2022, inter-alia declared that they relinquished the right of way over the passage from the Premises No. 1 A Thakur RadhaKanta Lane under Police Station- Shyampukur, Kolkata-700003, which was common to both the Premise being No. 1 A Thakur RadhaKanta Lane and erstwhile Premises No.12A Uma Charan Mitra Lane under Police Station-Shyampukur, Kolkata-700003, and all other rights into and over the said common passage for all purposes connected with the beneficial and convenient use, occupation and enjoyment of the property.

AND WHEREAS the said Sri Pawan Kumar Agarwal and Smt. Shikha Agarwal got all the aforesaid properties amalgamated into one property being Premises No. 7, Nanda Lal Bose Lane, Police Station-Shyampukur, Kolkata-700003, under K.M.C Ward No. 007, Borough No. 001, within the municipal limits of The Kolkata Municipal Corporation bearing Assessee No.110072300099.

AND WHEREAS the said Sri Pawan Kumar Agarwal and Smt. Shikha Agarwal since desirous of developing the amalgamated Premises No. 7, Nanda Lal Bose Lane, Police Station-Shyampukur, Kolkata-700003, under K.M.C Ward No. 007, Borough No. 001, within the municipal limits of The Kolkata Municipal Corporation bearing Assessee No.110072300099 applied before the competent Authority of The Kolkata Municipal Corporation for plan thereof to be sanctioned.

AND WHEREAS the said Sri Pawan Kumar Agarwal and Smt. Shikha Agarwal in order to obtain the sanction plan from the competent Authority of The Kolkata Municipal Corporation, gifted a strip of Land to The Kolkata Municipal Corporation admeasuring 36.099 square meters equivalent to 388.57 Square Feet by a Deed of gift made on 18th August, 2022, duly registered at Additional Registrar of Assurances-I recorded in Book-1, Volume No.1901-2022, Page from 334888 to 334900, Being No.190107314 for the year 2022.

AND WHEREAS the said Sri Pawan Kumar Agarwal and Smt. Shikha Agarwal in order to obtain the sanction plan from the competent Authority of The Kolkata Municipal Corporation, gifted strips of Land to The Kolkata Municipal Corporation admeasuring 25.378 square meters equivalent to 273.17 Square Feet and 8.981 square meters equivalent to 96.67 Square Feet by a Deed of

gift made on 18th August, 2022, duly registered at Additional Registrar of Assurances-I recorded in Book-1, Volume No.1901-2022, Page from 334872 to 334887, Being No.190107316 for the year 2022.

AND WHEREAS the said Sri Pawan Kumar Agarwal and Smt. Shikha Agarwal in order to obtain the sanction plan from the competent Authority of The Kolkata Municipal Corporation, gifted a splayed strip of Land to The Kolkata Municipal Corporation admeasuring 2.850 square meters equivalent to 30.68 Square Feet by a Deed of gift made on 18th August, 2022, duly registered at Additional Registrar of Assurances-I recorded in Book-1, Volume No.1901-2022, Page from 334901 to 334913, Being No.190107315 for the year 2022.

AND WHEREAS the said Sri Pawan Kumar Agarwal and Smt. Shikha Agarwal were ultimately successful in procuring a sanctioned plan in respect of the Said Land from the Kolkata Municipal Corporation on 03.03.2023 being B.P.No.2022010184.

AND WHEREAS the said Sri Pawan Kumar Agarwal and Smt. Shikha Agarwal before the aforesaid gifts were the ultimate and undisputed owner of the aforesaid properties as amalgamated in to present premises being ALL THAT piece and parcel of bastu land measuring more or less 12 Cottah, 7 Chittak and 27 Square Feet equivalent to 834.448 square meters being Premises No. 7, Nanda Lal Bose Lane, Police Station -Shyampukur, Kolkata-700003, under Ward No. 007, Borough No. 001 within the municipal limits of The Kolkata Municipal Corporation ("KMC") bearing Assessee No.110072300099 and the structures lying thereat.

AND WHEREAS the said Sri Pawan Kumar Agarwal and Smt. Shikha Agarwal after the aforesaid gifts, are the ultimate and undisputed owner of the aforesaid properties as amalgamated in to present premises being ALL THAT piece and parcel of bastu land measuring more or less 11 Cottah, 6 Chittak and 2.91 Square Feet equivalent to 761.140 square meters lying and situated at Premises No. 7, Nanda Lal Bose Lane, Police Station-Shyampukur, Kolkata-700003, under K.M.C Ward No. 007, Borough No. 001, within the municipal limits of The Kolkata Municipal Corporation bearing Assessee No.110072300099 and the structures lying thereat.

AND WHEREAS the said Sri Pawan Kumar Agarwal and Smt. Shikha Agarwal demolished the existing structure lying at the Said Land (including the erstwhile foundation thereof) and have taken away, removed and/or disposed of the materials, salvage, debris etc. as such, they are the ultimate and undisputed owner of the Said Land being ALL THAT piece and parcel of bastu land measuring more or less 11 Cottah, 6 Chittak and 2.91 Square Feet equivalent to 761.140 square meters lying and situated at Premises No. 7, Nanda Lal Bose Lane, Police Station-Shyampukur, Kolkata-700003, under K.M.C Ward No. 007, Borough No. 001, within the municipal limits of The

Kolkata Municipal Corporation bearing Assessee No.110072300099 more fully described in the above mentioned the FIRST SCHEDULE .

Accordingly, the Title Deeds of the Owners are as follows:

- (i). Deed of Conveyance duly registered at Additional Registrar of Assurances-II recorded in Book-1, CD Volume No. 38, Page from 418 to 445, Being No.10013 for the year 2011;
- (ii). Deed of Conveyance duly registered at Additional Registrar of Assurances-II recorded in Book-1, Volume No.1902-2018, Page from 27197 to 27238, Being No.190200795 for the year 2018;
- (iii). Deed of Conveyance duly registered at Additional Registrar of Assurances-II recorded in Book-1, Volume No.1902-2018, Page from 26749 to 26790, Being No.190200794 for the year 2018;
- (iv). Deed of Conveyance duly registered at Additional Registrar of Assurances-II recorded in Book-1, Volume No.1902-2018, Page from 150156 to 150201, Being No.190204254 for the year 2018;
- (v). Deed of Declaration duly registered at Additional Registrar of Assurances-II recorded in Book-1, Volume No.1902-2022, Page from 174173 to 174186, Being No.190204203 for the year 2022;(vi). Deed of gift duly registered at Additional Registrar of Assurances-I recorded in Book-1, Volume No.1901-2022, Page from 334888 to 334900, Being No.190107314 for the year 2022;
- (vii). Deed of gift duly registered at Additional Registrar of Assurances-I recorded in Book-1, Volume No.1901-2022, Page from 334872 to 334887, Being No.190107316 for the year 2022;
- (viii). Deed of gift duly registered at Additional Registrar of Assurances-I recorded in Book-1, Volume No.1901-2022, Page from 334901 to 334913, Being No.190107315 for the year 2022.

THE THIRD SCHEDULE ABOVE REFERRED TO-
(Owners' Allocation)

The Owners shall be entitled to retain or grant, sell, convey, assign, assure or Transfer the following Flats and Parking Spaces TOGETHER WITH Proportionate indivisible share of the Common Areas more fully and particularly described in the SIXTH SCHEDULE hereunder written consisting amongst other the Said Land more fully and particularly described in the FIRST SCHEDULE hereinabove written, TOGETHER WITH rights to the easements, quasi-easements, privileges more fully and particularly described in the TENTH SCHEDULE hereunder written, TOGETHER WITH obligation to pay Proportionate Common Expenses more fully and particularly described in the SEVENTH SCHEDULE hereunder written, TOGETHER WITH further obligation of Proportionate payment of Maintenance-In-Charges more fully and particularly described in the NINTH SCHEDULE hereunder written AND FURTHER, subject to the restrictions mentioned in the EIGHTH SCHEDULE hereunder written.

(A) Details of the Flats as per the sanctioned plan are as follows:

All areas are in square meters.						
Sl. No	Nomenclature	Carpet Area	Cupboard Area	Balcony Area	Built-Up Area	Super Built-Up Area
1	G A	56.450	NIL	NIL	71.025	88.781
2	3A	48.317	0.700	2.483	64.204	80.255
3	3B	51.636	NIL	4.387	68.236	85.295
4	3C	32.329	NIL	3.000	43.204	54.005
5	3D	52.385	NIL	4.253	69.740	87.175
6	3E	50.940	NIL	3.00	66.732	83.415
7	3F	68.133	NIL	6.934	94.448	118.060
8	4A	48.317	0.700	2.483	64.204	80.255
9	4B	51.636	NIL	4.387	68.236	85.295
10	4C	32.329	NIL	3.000	43.204	54.005
11	4D	52.385	NIL	4.253	69.740	87.175
12	4E	50.940	NIL	3.00	66.732	83.415
13	4F	68.133	NIL	6.934	94.448	118.060
14	2B	51.636	NIL	4.387	68.236	85.295
15	2C	32.329	NIL	3.000	43.204	54.005

(B) Details of the Parking Spaces as per the sanctioned plan are as follows:

All areas are in square meters.			
Sl. No.	Classification	Nomenclature	Carpet Area
1	Car Parking	CP1	16.290
2	Car Parking	CP2	16.268
3	Car Parking	CP5	13.890
4	Car Parking	CP6	13.890
5	Car Parking	CP 8	14.175
6	Car Parking	CP 9	14.122
7	Car Parking	CP 11	14.910
8	Car Parking	CP13	15.175
9	Car Parking	OP1	12.500
10	Ecko Parking	BB1	9.250

Provided that the Owners' Allocation in respect of the aforesaid Flats and Parking Spaces shall always be construed to be the actual area constructed irrespective of any area as is mentioned in the sanctioned plan.

**THE FOURTH SCHEDULE ABOVE REFERRED TO-
(Developer's Allocation)**

The Parties have agreed that in consideration of the Developer at its own costs undertaking the Project of Development of the Said Land and construction of the Said Building alongwith the Common Areas, the Developer shall be

entitled to retain or grant, sell, convey, assign, assure or Transfer the following Flats and Parking Spaces TOGETHER WITH Proportionate indivisible share of the Common Areas more fully and particularly described in the SIXTH SCHEDULE hereunder written consisting amongst other the Said Land more fully and particularly described in the FIRST SCHEDULE hereinabove written, TOGETHER WITH rights to the easements, quasi-easements, privileges more fully and particularly described in the TENTH SCHEDULE hereunder written, TOGETHER WITH obligation to pay Proportionate Common Expenses more fully and particularly described in the SEVENTH SCHEDULE hereunder written, TOGETHER WITH further obligation of Proportionate payment of Maintenance-In-Charges more fully and particularly described in the NINTH SCHEDULE hereunder written AND FURTHER, subject to the restrictions mentioned in the EIGHTH SCHEDULE hereunder written.

(A) Details of the Flats as per the sanctioned plan are as follows:

All areas are in square meters.						
Sl. No	Nomenclature	Carpet Area	Cupboard Area	Balcony Area	Built-Up Area	Super Built-Up Area
1	1A	48.317	0.700	2.483	64.204	80.255
2	1B	43.637	NIL	2.850	56.060	70.075
3	1C	32.329	NIL	3.000	43.204	54.005
4	1D	49.367	NIL	2.800	66.732	83.415
5	1E	50.940	NIL	2.800	64.788	80.985
6	1F	66.793	NIL	2.715	87.373	109.216
7	2A	48.317	0.700	2.483	64.204	80.255
8	2D	52.385	NIL	4.253	69.740	87.175
9	2E	50.940	NIL	3.00	66.732	83.415
10	2F	68.133	NIL	6.934	94.448	118.060

(B) Details of the Parking Spaces as per the sanctioned plan are as follows:

All areas are in square meters.			
Sl. No.	Classification	Nomenclature	Carpet Area
1	Car Parking	CP3	17,459
2	Car Parking	CP4	17,490
3	Car Parking	CP7	14,140
4	Car Parking	CP10	14,000
5	Car Parking	CP12	17,876
6	Car Parking	OP1	12,500
7	Car Parking	OP2	12,500

Provided that the Developer's Allocation in respect of the aforesaid Flats and Parking Spaces shall always be construed to be the actual area constructed irrespective of any area as is mentioned in the sanctioned plan.

**THE FIFTH SCHEDULE ABOVE REFERRED TO-
(Specifications)**

Construction:	Structure: Reinforced Concrete Cement frame. Outer Wall: 200/250mm thick Standard traditional Bricks/AAC Blocks/Fly Ash Blocks or equivalent wall.
Wall Finish :	Flat- Interior-Putty Finish. Exterior-weather Coat.
Flooring :	Bedrooms and Living/Dining Spaces - Vitrified Tiles.
Kitchen :	Vitrified tiles in flooring. Granite Platform with Stainless Steel Sink. Dado of tiles up to 2 (two) feet above the counter/platform. Electrical Point for Refrigerator, Aqua guard and Exhaust. Standard PVC Door frame alongwith Standard PVC Flush Door or open as per the demand of the Allottee.
Toilet :	Tiles in flooring. Standard tiles on the Toilet walls up to 6 (Six) feet in height. Sanitary ware of Parryware / Hindware or equivalent. CP fittings of Jaguar/Essco /Hindware or equivalent. Anglo/Western Commode alongwith cistern. Electrical point for Geyser and Exhaust Fan. Plumbing provision for Hot and Cold-water lines. Standard PVC Door frame alongwith Standard PVC Flush Door.
Doors and Windows :	Door Frame-made of seasoned and treated wood. Main Door - Solid core flush doors with decorative handles. Main Door Fittings – Godrej/Yale or equivalent. Internal Doors - Solid core flush doors. Windows -Fully glazed anodized/powder coated Aluminium or UPVC made.
Electricals :	<u>Inside:</u> Concealed copper wire wiring (FLRS) Havels, Finolex or equivalent make. Modular switches and PowerPoints of Crabtree, Anchor, Legrand or equivalent make. One 15 ampere plug point. One Fan point, Two light Points, Cable TV / Broadband wiring in Living/Dining space. One 5 ampere plug point. One Fan point, Two light points, and One AC point in all bedrooms. Doorbell point at the main entrance door.
Common Lighting :	Overhead Illumination for compound and necessary Illumination in all lobbies, staircases and the Common Areas.

Lift	:	Lift of standard make.
Stairs and Lobbies		Stair and Floor Lobbies -Kota Stone/Granite/Tiles. Entrance Ground floor lobby of marble, granite and/or designer tiles.

SIXTH SCHEDULE ABOVE REFERRED TO -
(Common Areas)

THE COMMON AREAS INCLUDES: -

A. COMMON SPACES & COMMON PARTS

The Said Land more fully and particularly described in the FIRST SCHEDULE herein above written upon which the Project is located and all easements, rights and appurtenances belonging to it;

The boundary walls or boundaries comprising iron railings/iron grills/iron structure, foundations, footings, columns, girders, beams, supports, exterior walls of any Flat, side or interior load-bearing walls within the Said Building, concrete floor slab including the roof slab and all concrete ceilings in the Said Building;

Common entrances, paths and passages, Lobbies, landings in the Said Building;

Main gate, paths, pathways, passages and driveways (without any right of parking) for ingress to and egress from the Said Property by the Co-Transferees;

Stair covers and a common toilet on the ultimate roof of the Said Building;

Lift machine rooms and chute, if any, of the Said Building;

Lift walls, Lift lobbies, staircases, and Lobbies/Corridors beyond the Flats lying on all the floors including the ground floor of the Said Building;

Lift voids, Entrance Lobbies/Corridors except for allotted space in the said Building lying at ground floor of the Said Building;

Watchman booth and a common toilet lying at ground floor of the Said Building;

Space provided for installation of CESC electrical meter(s) and CESC electrical Transformer, if any, on the ground floor of the Said Building or in the Said Property as the Developer may decide;

The Ultimate roof or terrace in the Said Building;

All green spaces with all trees, bushes, shrubs, Flower beds etc. together with Vertical/Landscape Garden to be provided at such place as may be found suitable by the Developer within the Said Property;

Common storage space below the stairs on the ground floor of the Said Building;

Any other space in the Said Property which may be declared to be a Common Areas by the Developer with the consent of the Owners.

B. COMMON SERVICES: -

(i). ELECTRICITY: -

Electric wiring, meters, main switches, box, equipment, fittings, fixtures for the lighting of entire Common Areas including common space, passage, staircases, lobbies and the space required therefor;

Exterior lighting and other facilities necessary for the upkeep and safety of the Said Building as well as the Said Property and the space required therefor.

(ii). WATER AND PLUMBING: -

Water pipelines for potable water as provided by the K.M.C. which may be laid underground or over the ground and space required therefor;

Overhead water reservoirs and underground water reservoirs;

Ducts & Pipelines laid to raise water from underground reservoirs to the overhead water reservoirs of the Said Building and therefrom to each Flat, Water pump(s) and other common plumbing installations.

(iii). SEWERAGE: -

Drains and sewers from the Said Property including the sewage network lying thereat and connected to the municipal duct/drains.

(iv). RAIN WATER: -

Exterior conduits and utility lines including the rain water pipes running from the Ultimate roof to the drains & sewers or for rain harvesting, as the case may be.

C. COMMON INSTALLATION: -

Installation of electricity, water and soil waste from and to the Flat and/or the Parking Space through pipes, drains, wires and conduits lying or being in under or over the Said Building or the Said Property and the required space therefor as may be reasonably necessary for the benefits of all the occupiers of the Flats and Parking Spaces for all purposes whatsoever;

Installation of electricity, water and soil waste from and to any part other than the Flat(s) and the Parking Space(s) or parts of the Said Building or the Said Property through pipes, drains, wires, conduits lying or being in under or through or over the Flat(s) or the Parking Space(s) and the required space therefor as may be reasonably necessary for the beneficial use and occupation of the other portions or portions of the Said Building /Said Property for all purposes whatsoever;

All elevations including shafts, shaft walls, machine rooms and facilities;

A.C. Ledge installations including its fittings and fixtures;

Garbage Vat, Garbage Composter and the space required therefor;

Windows, doors, grills and other fittings in the Common Areas of the Said Building as well as the Said Property;

General common elements of all appurtenances and facilities and other items which are not part of the Flat or Parking Space;

Any fixtures, fittings, covered and open space about the Said Property as may be necessary for the passage to or use and occupancy of the Flats or Parking Space.

D. COMMON AMENITIES & FACILITIES: -

Rain Water Harvesting including the equipment, apparatus connected with it;

Beautified Terrace and Children's Playing Space (Tit Tot) at the ultimate roof of the Said Building including the amenities in respect thereto as may be provided therein by the Developer and space required therefor;

Roof Top Children's Swimming Pool including the equipment, apparatus connected with it and space required therefor;

Gymkhana & Spa on the Ground Floor including the equipment, apparatus connected with it and space required therefor;

Two number of Lifts with all accessories and equipment (including the machine room if any). Electrical wiring and fittings and fixtures for operating the Lifts of the Said Building.

E. ANY OTHER PORTION(S) OR FACILITY(IES) OR ELEMENT(S) OR ANY IMPROVEMENT(S): -

All other portion(s) of the Project, facilities or elements or any improvement outside the Flat but upon the Said Property which is necessary for or convenient to the existence, management, operation, maintenance and safety of the Said Property or normally in common use.

SEVENTH SCHEDULE ABOVE REFERRED TO-

(Common Expenses)

THE CO-TRANSFEREES SHALL HAVE TO BEAR: -

All costs and expenses of administration, maintenance, repair, rebuilding, reconstructing, replacement of the Common Areas viz equipment, accessories and amenities, Facilities of the Common Areas including whitewashing, painting and decorating the exterior portions of the Said Building, the boundary walls, entrance, the staircases, landing, rainwater pipes, water pumps, electric wirings, installations, sewers, drains and all other common parts, fixtures, fittings and equipment, in, under or upon the said Property enjoyed or used in common by the Owners, Developer and other Co-Transferees, or other occupiers thereof;

The costs of cleaning, repairing, maintaining and lighting the main entrances, passages, landings, staircases, and other parts of the Said Building as shall be enjoyed or used in common by the Co-Transferee or occupiers of the Said Building;

Costs and charges of establishment reasonably required for the maintenance of the Said Building and watch and ward duty and other incidents costs including the salaries of staff and other expenses incurred for and payable to any person employed for common purposes including security, electrician, maintenance, plumber and administration of the Said Building/Administration of the Common Areas of the Said Property, clerks, accountants, gardeners, sweepers, liftman etc.;

The cost of decorating the exterior of the Said Building;

The cost of repairing and maintenance of Rain Water Harvesting, water pump, electrical installations, over lights, service charges and supplies of common utilities;

Municipal and other Rates and Taxes and levies and all other outgoings save those which would be separately assessed and/or incurred in respect of any Flat or Parking Space;

Insurance premium for insuring the Said Building against earthquake, damages, fire, lightning, Mob-violence. Civil commotion etc. if any;

Expenses for supplies of common utilities, Electricity, Water charges, etc. payable to any concerned authorities and/or organization and payment of all charges incidental thereto including electricity expenses for lighting the Specified Common Areas, Common Areas, Outer walls of the Said Building and for operation of all the Specified Common Areas of the Said Building including the Common Areas in the Said Property;

Costs, Establishment and Operational charges of the said Association relating to common purposes in the Said Building, Said Property, including all expenses for running and operating lifts, water motors pumps, all machines equipment, installations, comprised in the Said Property, expenses for serving/supplying all facilities & utilities, all maintenance and running costs of and expenses of street lights and outgoings including litigation expenses for common purposes and common utilities not expressly stated;

Such other expenses as are necessary or incidental expenses for maintenance, upkeep and security of the Said property including the Govt. duties. The same shall be determined by the Developer and/or Association as the case may be;

It is clarified that the Common Expenses including the Sinking Fund and other contributions shall be collected in Advance/deposit to ensure that funds are readily available for proper maintenance and upkeep of the Project.

EIGHTH SCHEDULE ABOVE REFERRED TO -
(Common Restriction)

THE GUIDANCE RESPECTING POSSESSION AND/OR USER OF THE FLATS OR PARKING SPACES SHALL INCLUDE THE IMPOSITIONS AND RESTRICTIONS AS UNDER: -

Save and except the Flat lying at Ground level of the Said Building being Flat No. G A which may be used for commercial purposes, the Allottee shall not use any Flat nor permit the same to be used for any purpose whatsoever other than as a private dwelling house in the occupation of one family only and for no other purpose from which a nuisance can arise to any Co-Transferee and occupiers of the other Flats or in the neighbourhood;

Not to use the Flats, Parking Spaces and Ultimate Roof or permit the same to be used for any purposes which may or are likely to cause injury, nuisance or annoyance to other Co-transferees or occupants of the Said Building/Said Property or to the owners and occupiers of the neighbouring premises or for any offensive or unlawful business whatsoever or to do or permit to be done anything in the Said Property which may be illegal or for immoral purpose or

as a Boarding House, Guest House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering place, Dispensary or Meeting Place or as a public auction whatsoever and similarly shall not keep in the Parking place anything other than private motor car/motorcycle/cycle and shall not raise or put up any kutchra or pucca constructions, grills wall or enclosure thereon or part thereof and shall keep it always open as before;

In case the Said Building is successful in achieving a Gold/Silver Rated Green Building certificate, the Co-Transferee shall be duty bound to follow the norms, rules and regulations of the said Green Building. No Allottee shall be permitted to do any acts, deeds, or omissions whatsoever in nature which may be in contravention of the said norms, rules and regulations;

Not to permit any person to reside in the Parking Space (s);

Not to throw dirt, rubbish, rags or other refuse or permit the same to be thrown into or accumulated in the Flat or any portions of the Said Property including sinks, baths, lavatories, cisterns or waste or soil pipes in the Flat(s), nor to permit such pipes to become blocked;

Not to install any window Air Conditioning Machine nor to install any outdoor unit of split Air Conditioning Machine in any other place except the Air Conditioning Ledge which shall be provided by the Developer;

No loudspeaker or mechanical or other musical instruments of any kind shall be played or used nor shall any singing be practiced in the Flat(s) to cause annoyance to other Co-Transferee or occupier of any other Flat(s) comprised in the Said Building or the Said Property or to be audible outside the Flat between the hours of 10 P.M. and 9 A.M.;

No name writing, drawing, signboard, plate or placard of any kind shall be put on or in any window on the exterior of any Flat or to be visible from outside the said Flat, save that a small decent nameplate can be affixed on the outer door of the said Flat;

No clothes or other articles shall be hung or exposed outside any Flat, no flower pot or other like object shall be placed outside any Flat, no mat shall be shaken out of the windows of any Flat and no bird/cat/dog or other animal which may cause annoyance to the Co-Transferee or occupier of any other Flat comprised in the Said Building shall be kept in any Flat; no bird, cat, dog or other animal shall be kept in any Flat without the written consent of the Developer or the said Association, as the case may be. Such consent may be withheld and/or revoked at the discretion of the Developer or the said Association and all legal requirements/ licensees for keeping such bird, cat,

dog and animal shall be fulfilled/obtained by the concerned Allottee, if permitted to be kept;

Not to permit any Flat to become overcrowded at any time;

Not to do anything which has the effect of affecting the structural stability of the Said Building;

Not to obstruct or hinder the access of cars to and from the Parking Space(s) in the Said Property;

No vehicle shall be parked or left standing in any part of the Said Property except in the designated Parking Space;

No external wire for television, telephone and broadband connections shall be allowed to be put or hung from outside any Flat;

Not to obstruct the entrances, open areas, garden/green areas of the Said Property, entrances of the Said Building, landings and staircases leading to any Flat in the Said Building or to leave any article whatsoever therein or there on lounges or balconies or not to enclose or permit the enclosing of verandahs or lobbies and Specified Common Areas, Common Areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external-walls or the fences of external doors and windows including grills of the concerned Flat which in the opinion of the Developer or the Association differs from the colour scheme of the Said Building or deviation or which in the opinion of the Developer or the Association may affect the elevation in respect of the exterior Walls of the Said Building;

No structural addition and/or alterations such as beams, columns., partition walls etc. or improvements of a permanent nature can be made in any Flat except with the prior written approval of the Developer or the Association and with prior sanction of the Kolkata Municipal Corporation and/or any concerned authority as and when required;

Not to encroach upon the Common Areas in the Said Property including open spaces approach roads/ paths / passages / Driveways nor to keep any article or goods there or park any vehicle thereat, nor to obstruct, jeopardize the user thereof or to encumber any of such portions in any manner whatsoever;

Not to misuse any Flat and Parking Space and create a nuisance or cause annoyance to any of the occupants of the Said Property and to abide by all the rules and regulations framed for the Said Property;

Not to display or permit displaying any raw meat or sacrificing of animals on the Common Areas of the Said Property;

Save and except the Flat, which the Allottee has been allotted, no Allottee can claim any right whatsoever or howsoever over any other Flat nor can claim division or partition of the Said Property and/or the Said Building and the Common Areas lying thereat;

Not to demolish or cause to be demolished or damaged any Flat or Parking Space or any part thereof;

Not to do or permit to be done any act, deed or thing which may render void or voidable any insurance of Flat or Parking Space, any part thereof or cause any increase in premium payable in respect thereof;

Not to avoid the liability or responsibility of repairing any portions or any component of the Flat or fittings and fixtures therein for accumulation of water, sewerages etc.

The Allottee shall be duty bound to cooperate in any manner whatsoever in the event of such portions or part or fixtures and fittings within the Flat demanding repairs thereby causing inconvenience and injuries to other Co-Transferees as may be affected in consequence or to avoid obligation for giving free access to the Flat or portions thereof to men, agent, masons, as may be required by the said Association from time to time therefor on request by such Association;

Observe the rules framed from time to time by the Developer or the Association for the peaceful enjoyment of the Said Building as a decent building;

The Allottee of the Flat and Parking Space together with other Co-Transferee shall have the necessary obligations to form an Association of such Co-Transferee being members thereof for such purpose according to the provisions of the Apartment Ownership Act and bye Laws as amended up-to-date. The decisions of the said Association as per unanimous resolutions of the members thereof shall always be binding on the members, be that concerning the guidance of members, maintenance, safety and security of the Said Building as well as the Said Property or otherwise as shall be taken in the interest thereof.

THE NINTH SCHEDULE ABOVE REFERRED TO-
(Maintenance-In-Charge)

All the Allottees irrespective of Owner's allocation or Developer's allocation shall be agreement bound to pay in advance before taking possession of their allotted Unit to the Developer for the followings: -

A. Extra charges: -

- (i). The deposits and other charges demanded by CESC Ltd. and other agencies for installation of permanent Electric connection to the individual Allottee for his/her/their allotted Unit;
- (ii). The proportionate share of deposits and other charges demanded by CESC Ltd. and other agencies for installation of permanent Electric connection as also the charges and expenses for HT electric equipment and cabling or Electric Generator [as the case may be] in the Said Building in the Project;
- (iii). Any other charges which the Developer may reasonably ask for the betterment of the Project or the Said property in future subject to mutual consent of the Parties.

B. SINKING FUNDS which shall consists of the followings: -

- (i). Six months aggregate of the probable Rates in respect of the allotted Unit which the Allottees have to pay before the competent authority;
- (ii). Six months aggregate of the proportionate probable Common Expenses in respect of the allotted Unit;
- (iii). Rs.40/-{Rupees forty} per square feet to be calculated upon the allotted carpet area for meeting any unforeseen expenditure in respect of the Said Property.

TENTH SCHEDULE ABOVE REFERRED TO -

THE CO-TRANSFEREES SHALL BE ENTITLED TO THE EASEMENTS, QUASI-EASEMENTS AND PRIVILEGES WHICH ARE AS FOLLOWS -

The Allottee shall be entitled to all rights, privileges, verticals and lateral supports, easements, quasi-easements appertaining to their respective Flat(s) and/or the Parking space(s) or therewith usually held, occupied, enjoyed, reputed or known, being part & parcel or member thereof, or appertaining thereto, which are hereinafter more fully specified, excepting and reserving unto the other Co-Transferee, their rights, if any, of easements, quasi-easements, privileges and appurtenances, respecting the same, more fully and particularly set forth hereinafter in details: -

A. The rights of access in common to the Said Building with the other Co-Transferee of the Said Building/Said Property, subject to limitation, if any, to their such rights at all times and for all normal use and purpose connected with the use and enjoyment of the said Flat and/or the Parking Space;

B. The right to use at all times and for all purposes the common passage, lobby, staircase and landings within the Said Building, entrance to the Flats and/or the Parking Space from the main entrance and exit therefrom in common with the other Co-Transferee, subject to limitation, if any to their such rights in the Said Building, PROVIDED ALWAYS, and it is hereby

declared that the other Co-Transferee or their servants, agents and invitees shall not be entitled to obstruct or deposit any materials or rubbish or otherwise encumber the free passage of other person or persons including that of the Allottee, the said passage, lobby, staircase, landings and other spaces being meant to be used in common as aforesaid;

C. The right of protection of Flat(s) and/or the Parking Space(s) by or from all parts of the Said Building;

D. The rights of passage in common as aforesaid for electricity, water and soil from and to the Flat(s) and/or the Parking Space(s) through pipes, drains, wires and conduits lying or being in under or over the Said Building as may be reasonably necessary for the benefits of all the occupiers of the Flat(s) and/or the Parking Space(s) for all purposes whatsoever;

E. The ultimate roof or terrace including structure in the Said Building will jointly be undivided Property among the Co-Transferees, subject to limitation if any to their rights, the Allottee being entitled to use and enjoy the ultimate roof and/or terrace with the other Co-Transferee, without causing inconvenience to one another;

F. The right to use in common with the Co-Transferee such right respecting the common part or parts of the Said Building, including the staircase, open and covered spaces, passages for electrical installations and other common passages, subject to limitation thereof, if any;

G. The rights of passage in common with the Co-Transferees, and other person or persons having such rights, subject to limitation thereof, if any, of electricity, water and soil from and to any part other than the Flat(s) and/or the Parking Space(s) or parts of the Said Building through pipes, drains, wires, conduits lying or being in under or through or over the Flat(s) and/or the Parking Space(s) as may be reasonably necessary for the beneficial use and occupation of the other portions or portions of the Said Building /the Said Property for all purposes whatsoever;

H. The right of protection of other Flat(s) and/or the Parking Space(s) of the Said Building/Said Property by all parts of any Flat(s) and/or the Parking Space(s) so far as they shall protect the same without causing any structural alteration thereof;

I. The right of Allottees respecting ingress to and egress from their Flat(s) and/or the Parking Space(s), the right of any Allottee and that of the other Co-Transferee of the other Flat(s) and/or the Parking Space(s), subject to limitation thereof, if any, for ingress to and egress from such other part or

parts of the Said Building, the front, entrance, staircases, open and covered spaces and other common passage or paths of the Said Building.

IN WITNESS WHEREOF the Parties hereto abovenamed set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND
DELIVERED BY OWNERS AT
KOLKATA IN THE PRESENCE OF

Debasish Mishra
Osge Uttadanga Bly
osts, KOLKATA-37
P.S.- Uttadanga
P.O.- Belgachiya

Pawan Kumar Agarwal.
Sri Pawan Kumar Agarwal

Shikha Agarwal
Smt. Shikha Agarwal
...OWNERS/FIRST PART

SIGNED, SEALED AND
ACCEPTED BY THE DEVELOPER AT
KOLKATA IN THE PRESENCE OF

Debasish Mishra
S/o Chandrasekhar Mishra

Kailash Prasad Agarwal

Sri Kailash Prasad Agarwal

Nitu Agarwal.
Smt. Nitu Agarwal

..DEVELOPER/SECOND PART
(DHANAVRDDHA UDYOG LLP duly
represented by Sri Kailash Prasad
Agarwal & Smt. Nitu Agarwal)

Drafted by me

Aprika Nath
Advocate

High Court, Calcutta
Bar Association Room No-15
WB/263/2002

SIGNATURE OF THE
PRESENTANT/EXECUTANT/
SELLER/BUYER/CLAIMANT
WITH PHOTO

UNDER RULE 44A OF THE I.R. ACT 1908

N.B. L.H. BOX- SMALL TO THUMB PRINTS
R.H. BOX- THUMB TO SMALL PRINTS



Raj Kumar Agnwal

L.H

R.H



ATTESTED:-



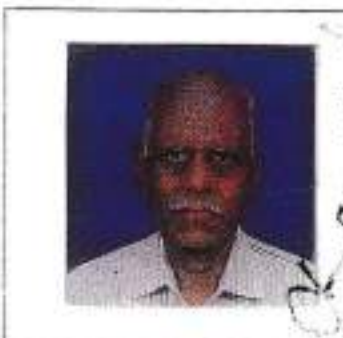
Shikha Agnwal

L.H

R.H



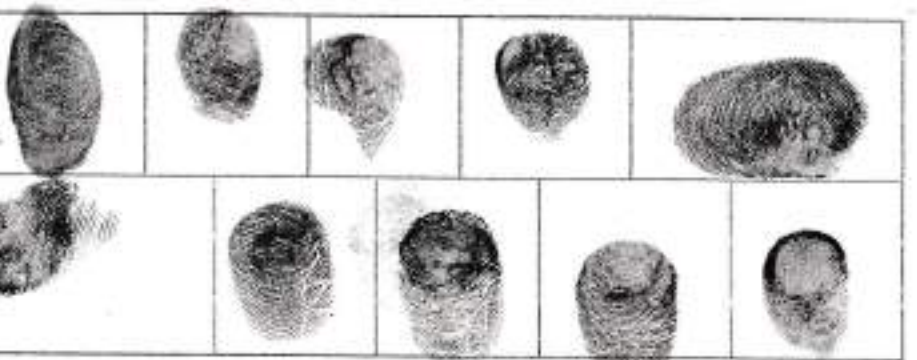
ATTESTED:-



Raj Agnwal

L.H

R.H



ATTESTED:-



Nitu Agnwal.

L.H

R.H



ATTESTED:-

Major Information of the Deed

Deed No :	I-1902-04407/2024	Date of Registration	03/04/2024
Query No / Year	1902-2000684623/2024	Office where deed is registered	
Query Date	11/03/2024 11:06:30 PM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	DEBASISH MISHRA BAGBAZAR, Thana : Shyampukur, District : Kolkata, WEST BENGAL, PIN - 700003, Mobile No. : 9830135432, Status : Seller/Executant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
Rs. 1,000/-	Rs. 2,72,78,221/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,030/- (Article:48(g))	Rs. 210/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



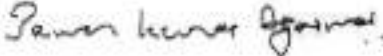


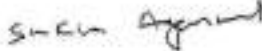
District: Kolkata, P.S:- Shyampukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nandalal Bose Lane, Premises No: 7, , Ward No: 007 Pin Code : 700003

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	11 Katha 6 Chatak 2.91 Sq Ft		2,72,62,021/-	Property is on Road
Grand Total :				18.7754Dec	0 /-	272,62,021 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1,000/-	16,200/-	Structure Type: Structure
Floor No: 1, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 100 Years, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		100 sq ft	1,000 /-	16,200 /-	



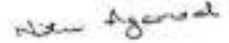



Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Shri PAWAN KUMAR AGARWAL Son of Shri KAILASH PRASAD AGARWAL Executed by: Self, Date of Execution: 03/04/2024 , Admitted by: Self, Date of Admission: 03/04/2024 ,Place : Office		 Captured	
	03/04/2024	LTI 03/04/2024	03/04/2024	03/04/2024
1/16 D, Olai Chandi Road, City:- , P.O:- BELGACHIA, P.S:-Tala, District:-South 24-Parganas, West Bengal, India, PIN:- 700037 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India , PAN No.:: AGxxxxxx4H, Aadhaar No: 28xxxxxxxx3456, Status :Individual, Executed by: Self, Date of Execution: 03/04/2024 , Admitted by: Self, Date of Admission: 03/04/2024 ,Place : Office				
2	Name Smt SHIKHA AGARWAL Wife of Shri KRISHNA KUMAR AGARWAL Executed by: Self, Date of Execution: 03/04/2024 , Admitted by: Self, Date of Admission: 03/04/2024 ,Place : Office		 Captured	
	03/04/2024	LTI 03/04/2024	03/04/2024	03/04/2024
1/16 D, Olai Chandi Road, City:- , P.O:- BELGACHIA, P.S:-Tala, District:-South 24-Parganas, West Bengal, India, PIN:- 700037 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India , PAN No.:: AKxxxxxx7B, Aadhaar No: 51xxxxxxxx5908, Status :Individual, Executed by: Self, Date of Execution: 03/04/2024 , Admitted by: Self, Date of Admission: 03/04/2024 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	DHANAVRDDHA UDYOG LLP 1/16 D, Olai Chandi Road, City:- , P.O:- BELGACHIA, P.S:-Tala, District:-South 24-Parganas, West Bengal, India, PIN:- 700037 , PAN No.:: AAxxxxxx7F, Aadhaar No: 12xxxxxxxx9123, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	<p>Name</p> <p>Smt NITU AGARWAL Wife of Shri PAWAN KUMAR AGARWAL Date of Execution - 03/04/2024, , Admitted by: Self, Date of Admission: 03/04/2024, Place of Admission of Execution: Office</p>	<p>Photo</p>  <p>Apr 3 2024 6:20PM</p>	<p>Finger Print</p>  <p>Captured</p> <p>LTI 03/04/2024</p>	<p>Signature</p>  <p>03/04/2024</p>
<p>1/16D, Olai Chandi Road, City:- , P.O:- BELGACHIA, P.S:-Tala, District:-South 24-Parganas, West Bengal, India, PIN:- 700037, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AExxxxxx0A, Aadhaar No: 84xxxxxxxx8766 Status : Representative, Representative of : DHANAVRDDHA UDYOG LLP (as PARTNER)</p>				
2	<p>Name</p> <p>Shri Kailash Prasad Agarwal (Presentant) Son of Late Ram Prasad Agarwal Date of Execution - 03/04/2024, , Admitted by: Self, Date of Admission: 03/04/2024, Place of Admission of Execution: Office</p>	<p>Photo</p>  <p>Apr 3 2024 8:19PM</p>	<p>Finger Print</p>  <p>Captured</p> <p>LTI 03/04/2024</p>	<p>Signature</p>  <p>03/04/2024</p>
<p>1/16 D, Olai Chandi Road, City:- , P.O:- Belgachia, P.S:-Tala, District:-South 24-Parganas, West Bengal, India, PIN:- 700037, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: aixxxxxx4d, Aadhaar No: 77xxxxxxxx0550 Status : Representative, Representative of : DHANAVRDDHA UDYOG LLP (as PARTNER)</p>				

Identifier Details :

Name	Photo	Finger Print	Signature
<p>Shri DEBASISH MISHRA Son of Shri CHANDRA SEKHAR MISHRA OS 9C ULTADANGA, Unknown Rd/Mouza, City:- , P.O:- BELGACHIA, P.S:-Ultadanga, District:-South 24-Parganas, West Bengal, India, PIN:- 700037</p>	 <p>03/04/2024</p>	 <p>Captured</p> <p>03/04/2024</p>	 <p>03/04/2024</p>
<p>Identifier Of Shri PAWAN KUMAR AGARWAL, Smt SHIKHA AGARWAL, Smt NITU AGARWAL, Shri Kailash Prasad Agarwal</p>			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Shri PAWAN KUMAR AGARWAL	DHANAVRDDHA UDYOG LLP-9.38771 Dec
2	Smt SHIKHA AGARWAL	DHANAVRDDHA UDYOG LLP-9.38771 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Shri PAWAN KUMAR AGARWAL	DHANAVRDDHA UDYOG LLP-50.00000000 Sq Ft
2	Smt SHIKHA AGARWAL	DHANAVRDDHA UDYOG LLP-50.00000000 Sq Ft

Endorsement For Deed Number : I - 190204407 / 2024

On 03-04-2024

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

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

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

Presented for registration at 11:45 hrs on 03-04-2024, at the Office of the A.R.A. - II KOLKATA by Shri Kailash Prasad Agarwal ..

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 2,72,78,221/-

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

Execution is admitted on 03/04/2024 by 1. Shri PAWAN KUMAR AGARWAL, Son of Shri KAILASH PRASAD AGARWAL, 1/16 D, Road: Olai Chandi Road, , P.O: BELGACHIA, Thana: Tala, , South 24-Parganas, WEST BENGAL, India, PIN - 700037, by caste Hindu, by Profession Business, 2. Smt SHIKHA AGARWAL, Wife of Shri KRISHNA KUMAR AGARWAL, 1/16 D, Road: Olai Chandi Road, , P.O: BELGACHIA, Thana: Tala, , South 24-Parganas, WEST BENGAL, India, PIN - 700037, by caste Hindu, by Profession Business

Indetified by Shri DEBASISH MISHRA, , , Son of Shri CHANDRA SEKHAR MISHRA, OS 9C ULTADANGA, Road: Unknown Rd/Mouza, , P.O: BELGACHIA, Thana: Ultadanga, , South 24-Parganas, WEST BENGAL, India, PIN - 700037, by caste Hindu, by profession Business

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

Execution is admitted on 03-04-2024 by Smt NITU AGARWAL, PARTNER, DHANAVRDDHA UDYOG LLP (LLP), 1/16 D, Olai Chandi Road, City:- , P.O:- BELGACHIA, P.S:-Tala, District:-South 24-Parganas, West Bengal, India, PIN:- 700037

Indetified by Shri DEBASISH MISHRA, , , Son of Shri CHANDRA SEKHAR MISHRA, OS 9C ULTADANGA, Road: Unknown Rd/Mouza, , P.O: BELGACHIA, Thana: Ultadanga, , South 24-Parganas, WEST BENGAL, India, PIN - 700037, by caste Hindu, by profession Business

Execution is admitted on 03-04-2024 by Shri Kailash Prasad Agarwal, PARTNER, DHANAVRDDHA UDYOG LLP (LLP), 1/16 D, Olai Chandi Road, City:- , P.O:- BELGACHIA, P.S:-Tala, District:-South 24-Parganas, West Bengal, India, PIN:- 700037

Indetified by Shri DEBASISH MISHRA, , , Son of Shri CHANDRA SEKHAR MISHRA, OS 9C ULTADANGA, Road: Unknown Rd/Mouza, , P.O: BELGACHIA, Thana: Ultadanga, , South 24-Parganas, WEST BENGAL, India, PIN - 700037, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 210.00/- (E = Rs 210.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 210/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/04/2024 11:01PM with Govt. Ref. No: 192024250003143978 on 02-04-2024, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No: 8510314622925 on 02-04-2024, Head of Account 0030-03-104-001-16 Online on 03/04/2024 5:46PM with Govt. Ref. No: 192024250004516438 on 03-04-2024, Amount Rs: 189/-, Bank: SBI EPay (SBlePay), Ref. No: 0661108891423 on 03-04-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 10.00/-, by online = Rs 40,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 197426, Amount: Rs.10.00/-, Date of Purchase: 15/03/2024, Vendor name: S Dey

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 02/04/2024 11:01PM with Govt. Ref. No: 192024250003143978 on 02-04-2024, Amount Rs: 40,020/-,
Bank: SBI EPay (SBlePay), Ref. No. 8510314622925 on 02-04-2024, Head of Account 0030-02-103-003-02
Online on 03/04/2024 5:46PM with Govt. Ref. No: 192024250004516438 on 03-04-2024, Amount Rs: 0/-, Bank: SBI
EPay (SBlePay), Ref. No. 0661108891423 on 03-04-2024, Head of Account



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 1902-2024, Page from 179133 to 179198

being No 190204407 for the year 2024.



Digitally signed by SATYAJIT BISWAS
Date: 2024.04.20 11:06:05 +05:30
Reason: Digital Signing of Deed.

(Satyajit Biswas) 20/04/2024

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - II KOLKATA

West Bengal.

197428



No. Sold *Rajan Kumar Agarwal.*

Address *7 Nanda Lal Bazar Lane - 03.*

Rs.

15 MAR 2023

Date

SIPRA DEY

Licence No.: 18A

Code : 1070

1, N. S. Road, Kolkata-700 001

A large, stylized handwritten signature in black ink, appearing to read 'Sipra Dey'.

↑



23 APR 2024