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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



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

Additional Registrar of Assurances-IV, Kolkata

Additional Registrar of Assurances-IV, Kolkata

22 SEP 2023

DEVELOPMENT AGREEMENT

1. Date: 22nd September, 2023
2. Place: Kolkata
3. Parties:

Gregor Gopal

Aayushwan Jain

63236

No. _____ Sold to _____

Address _____

R. _____

Date _____

Siddha Real Estate Development

— Pvt Ltd.

99A, Park St, KOL-19.

SIPRA DEV

Licence No. 184

Code : 1070

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

11 AUG 2023

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22 SEP 2023



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ADDITIONAL REGISTRAR
ASSURANCES
22 SEP 2023



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



192023240228289248

GRN Details

GRN: 192023240228289248 Payment Mode: SBI Epay
GRN Date: 20/09/2023 17:37:23 Bank/Gateway: SBIEpay Payment Gateway
BRN : 7916202213139 BRN Date: 20/09/2023 17:37:51
Gateway Ref ID: 123584476 Method: Federal Bank NB
GRIPS Payment ID: 200920232022828923 Payment Init. Date: 20/09/2023 17:37:23
Payment Status: Successful Payment Ref. No: 2002341370/1/2023
[Query No*/Query Year]

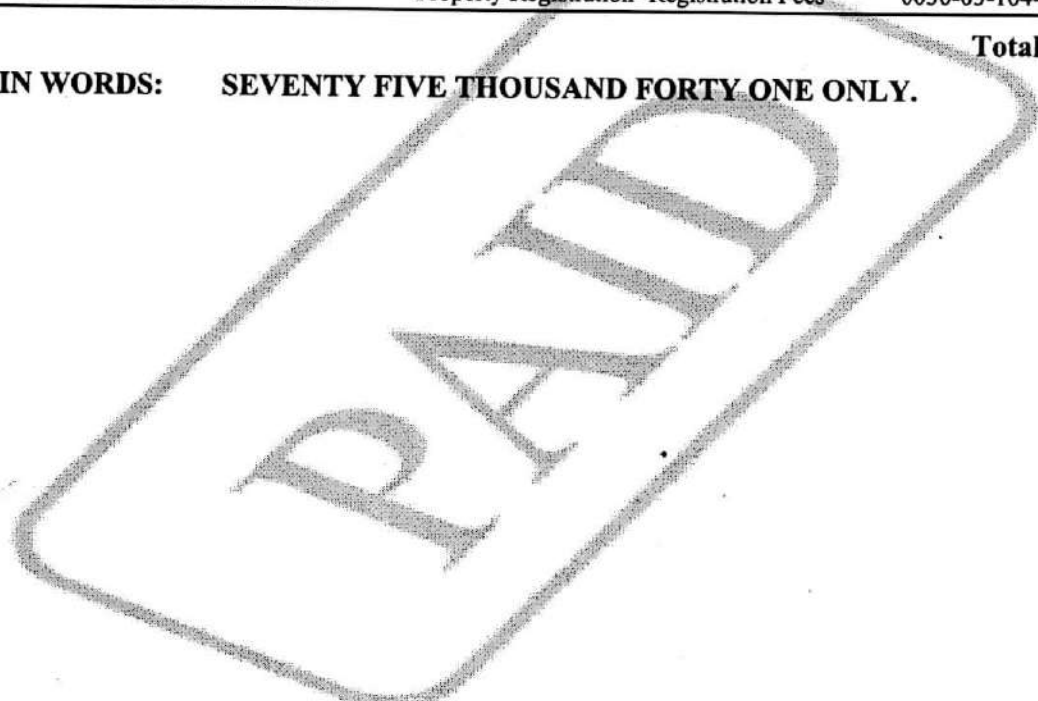
Depositor Details

Depositor's Name: Mr Sushanta Basu
Address: 99A Park Street kolkata
Mobile: 9007009383
Period From (dd/mm/yyyy): 20/09/2023
Period To (dd/mm/yyyy): 20/09/2023
Payment Ref ID: 2002341370/1/2023
Dept Ref ID/DRN: 2002341370/1/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002341370/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	75020
2	2002341370/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	75041

IN WORDS: SEVENTY FIVE THOUSAND FORTY ONE ONLY.



- 3.1 **Spring City Nirman LLP [PAN AASFP8849E] (formerly known as Paks Trade Centre LLP having the same PAN AASFP8849E and more formerly known as Paks Trade Centre Private Limited)**, a limited liability partnership, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at Room No. 9, 4th floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017, Police Station Shakespeare Sarani, Post Office Circus Avenue, District Kolkata, West Bengal.
- 3.2 **Springcity Buildcon LLP [PAN ADCFS7083G] (formerly known as Springcity Buildcon Private Limited and more formerly known as Nishant Fiscal Services Private Limited)**, a limited liability partnership, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at Room No. 9, 4th floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017, Police Station Shakespeare Sarani, Post Office Circus Avenue, District Kolkata, West Bengal.
- 3.3 **Spring City Realtors LLP [PAN AAJFH5883R] (formerly known as Harmony Merchants LLP having the same PAN AAJFH5883R and more formerly known as Harmony Merchants Private Limited)**, a limited liability partnership, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at Room No. 9, 4th floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017, Police Station Shakespeare Sarani, Post Office Circus Avenue, District Kolkata, West Bengal.
- 3.4 **Spring City Ecobuilders LLP [PAN AAOFV0487C] (formerly known as Vardhaman Gears LLP having the same PAN AAOFV0487C and more formerly known as Vardhaman Gears Private Limited)**, a limited liability partnership, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at Room No. 9, 4th floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017, Police Station Shakespeare Sarani, Post Office Circus Avenue, District Kolkata, West Bengal.

All being represented by their Designated Partner **Shreyash Goyal [PAN BKSPG3553K]** son of Vijay Kumar Goyal, of Room No. 9, 4th floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017, Police Station Shakespeare Sarani, Post Office Circus Avenue, District Kolkata, West Bengal.

(collectively **Owners**, includes successors-in-interest and/or permitted assigns)

And

- 3.5 **Siddha Real Estate Development Private Limited**, a company within the meaning of the Companies Act, 2013 (**PAN AAJCS6830L**), having its registered office at Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street, represented by its Director, **Aayushman Jain [PAN AQFPJ4896E]**, son of Sanjay Jain, of Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street, Post Office Park Street, District Kolkata, West Bengal vide attached Board Resolution dated 5th July, 2023.

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

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



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REGISTRAR OF COMPANIES
BANGALORE
22 SEP 2023

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

4. Subject Matter of Agreement

4.1 **Development and Commercial Exploitation of Said Premises:** Terms and conditions agreed between the Owners and the Developer with regard to development and commercial exploitation of land measuring 2 (two) bigha 16 (sixteen) cottah 1 (one) chittack and 7 (seven) square feet, more or less, equivalent to 3750 (three thousand seven hundred fifty) square meter, more or less, situate, lying at and being a divided and notionally demarcated portion of Municipal Premises No. 33A (formerly 33A, 33B and 33C) Canal South Road, Kolkata-700015, Police Station Tangra, within Ward No. 57 of the Kolkata Municipal Corporation (**KMC**), Sub-Registration District Scaldah, District South 24 Parganas, such divided and notionally demarcated portion being delineated on the **Plan** annexed hereto and hatched in colour **Red** thereon and described in **Part III** of the **1st Schedule** below (**Said Property**).

4.2 Background Relating to Said Project:

4.2.1 Through the devolution of title stated in the **2nd Schedule** below, the Owners became the joint and absolute owners of Municipal Premises No. 33A (formerly 33A, 33B and 33C) Canal South Road, Kolkata-700015, delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon and described in **Part I** of the **1st Schedule** below (**Said Premises**).

4.2.2 By a Development Agreement dated 15th September, 2016, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No. 1901-2016, at Pages 279202 to 279248, being Deed No. 190108608 for the year 2016 as modified by the Modification Agreement dated 4th September, 2019, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, CD Volume No. 1904-2019, at Pages 408805 to 408837, being Deed No. 190408634 for the year 2019 and further modified by the Supplementary Development Agreement dated 3rd December, 2021, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, CD Volume No. 1904-2021, at Pages 764577 to 764647, being Deed No. 190416800 for the year 2021 (collectively **Siddha Infradev Development Agreement**), the Owners appointed Siddha Infradev LLP to develop the entirety of the Said Premises, by constructing a residential project to be known as "**Siddha Sky**" (**Entire Project**).

4.2.3 The Entire Project originally consisted of 4 (four) Blocks, i.e. (i) **Block A** comprising of 3 (three) residential buildings, namely Building Nos. 1, 2 and 3 consisting of various residential unit/s and Sky Walk (ii) **Block B** comprising of 1 (one) building for Multi-Level Car Parking (iii) **Block D** comprising of 1 (one) Multi Storied building for Club and (iv) **Block C** comprising of 1 (one) residential building, namely Building No. 4 consisting of various residential unit/s.

4.2.4 Pursuant to the Siddha Infradev Development Agreement, Siddha Infradev LLP obtained sanction of the Said Building Plans (as defined in Clause 6.1 below) in respect of the Entire Project (including Block C/Building No.4) and thereafter commenced construction of Block A, Block B and Block D (collectively **First Phase Project**) on a notionally demarcated portion of the Said Premises, being land measuring 16 (sixteen) bigha 13 (thirteen) cottah 10 (ten) chittack and 38 (thirty-eight) square feet, more or less, equivalent to 22320 (twenty two thousand three hundred twenty) square meter, more or less, delineated on the **Plan** annexed hereto and



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ADDITIONAL REGISTRATION
OF INSURANCES - I
22 SEP 2023

hatched in colour **Blue** thereon and described in **Part II** of the **1st Schedule** below (**First Phase Land**).

- 4.2.5 The demarcation/division of the Said Premises into the First Phase Land, (described in **Part II** of the **1st Schedule** below) and the Said Property (described in **Part III** of the **1st Schedule** below) is only notional and only being done to facilitate the construction and completion of the Entire Project into 2 (two) separate phases as envisaged hereinabove. Notwithstanding the aforesaid demarcation/division of the Said Premises, upon the completion of the Entire Project, the transferees of the First Phase Project shall, as members of the Association (defined in Clause 15.4 below), have undivided, impartible, proportionate and variable share in all common areas (including the land share) comprised in the entirety of the Said Premises/Entire Project and similarly the transferees of Block C/Building No.4 shall, as members of the Association (defined in Clause 15.4 below), have undivided, impartible, proportionate and variable share in all common areas (including the land share) comprised in the entirety of the Said Premises/Entire Project, including the First Phase Land. In this regard it is further clarified that the notional demarcation of the Said Property being made to facilitate the construction of Block C/Building No.4 shall empower, authorize and permit the Developer herein to mortgage the Said Property for the purpose of obtaining loan required for the construction of Block C/Building No.4.
- 4.2.6 Subsequently by the Second Supplementary Development Agreement dated 5th September, 2023, registered in registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, being Deed No. 190412876 for the year 2023, made and executed *inter-alia* between Siddha Infradev LLP and the Owners, it was *inter-alia* agreed and recorded that **Block C** comprising of 1 (one) residential building, namely Building No. 4 (**New Building**) shall not be developed/constructed by Siddha Infradev LLP and the area of the aggregate land to be developed by Siddha Infradev LLP shall stand restricted and limited to the First Phase Land, described in **Part II** of the **1st Schedule** below.
- 4.3 **Decision to Develop:** The Owners discussed and decided amongst themselves that they shall have the Said Property developed and pursuant thereto discussions were held with the Developer for taking up the development of the Said Property by constructing thereon the New Building and commercial exploitation of the New Building for the benefit of the Parties hereto (such development and commercial exploitation collectively **Project**). In terms of this Agreement, the Owners shall be entitled to sell/transfer to prospective transferees (**Owners' Transferees**) the sellable spaces in the New Building (**Units**) comprised in the Owners' Allocation (defined in Clause 9.1 below) and likewise in terms of this Agreement, the Developer shall be entitled to sell/transfer to prospective transferees (**Developer's Transferees**) the Units comprised in the Developer's Allocation (defined in Clause 10.1 below). The expressions Owners' Transferees and Developer's Transferees (collectively **Transferees**).
- 4.4 **Recording of Terms:** The Parties are now executing this Agreement to place on record the terms and conditions that have been agreed between themselves with regard to the Project.



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22 SEP 2023

5. Appointment, Commencement and Material Terms

- 5.1 **Appointment:** The Owners hereby irrevocably appoint the Developer as the developer of the Said Property with right to execute the Project. The Developer hereby accepts the said appointment by the Owners.
- 5.2 **Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.
- 5.3 On and from the date of this Agreement, the Owners, shall not be required to bear any costs, charges, expenses, sums, duties, taxes, sanction fees, sanction charges, levies and/or any other amount by whatever name called in relation to the Said Property and/or the New Building (including any compensation, damages, expenses etc. payable to any Transferee as per the Real Estate Laws (*defined below*)) ("**Charges and Expenses**"). The liability to discharge all such Charges and Expenses shall be of the Developer and the Developer shall keep the Owners indemnified, saved and defended harmless from any claims, actions, demands and/or expenses on account of non-payment of the Charges and Expenses.
- 5.4. On and with effect from the execution of this Agreement, the material obligations of the Parties in connection with the title and marketability of the Said Property/Said Premises/First Phase Project/New Building as well the Developer's obligation towards a timely, proper and legal completion of the Project has been agreed under 2 (two) separate registered Deeds of indemnity entered into between the Parties. Owners shall stand absolved of all their duties, obligations, liabilities and responsibilities in connection with the New Buildings and the Said Property in accordance with and to the extent mentioned in the aforesaid 2 (two) separate deeds of indemnities both dated 22nd September 2023 executed between the Parties.

6. Sanction and Construction

- 6.1 **Said Building Plans:** The Owners, through Siddha Infradev LLP, have already obtained a sanction plan from the KMC bearing Building Permit No. 2016070060 dated 4th August, 2016, which has further been modified under Rule 26 (2a) and 26(2b) of KMC Building Rules, 2009 on 31st March, 2021 (**Said Building Plans**) for the construction of the Entire Project, including the New Building. In this regard it is clarified that (1) the Said Building Plans have been prepared by the Developer through its architect (**Architect**) (2) the Developer shall be making alterations/modifications to the Said Building Plans and the Owners shall not be entitled to raise any objection in this regard **and** (3) the expression Said Building Plans wherever used in this Agreement shall, wherever the context so requires, include all alterations/modifications made thereto by the Developer in pursuance and in terms of Clause 6.8 below.
- 6.2 **Architect and Consultants:** The Owners confirm that the Owners have authorized the Developer to appoint the Architect and other consultants to complete the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer and the Owners shall have no liability or responsibility.
- 6.3 **Construction of New Buildings:** The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owners, construct, erect and complete the New Building in accordance with the Said Building Plans.



AGRICULTURAL REGISTRAR
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22 SEP 2023

- 6.4 **Common Portions:** The Developer shall, at its own costs, install and erect in the New Building the common areas, amenities and facilities required for establishment, enjoyment, maintenance and management of the New Building (collectively **Common Portions**).
- 6.5 **Extras and Deposits:** For permanent electric connection to the Units, the Transferees shall pay the deposits demanded by CFSC Limited and/or other agencies. It is clarified that the Developer alone shall be entitled to receive and appropriate from all the Transferees (1) charges for HT electric equipment and cabling (2) charges for generator and other amenities and facilities (3) deposits and advance for maintenance (4) deposits or proportionate share of deposits required to be given to the power supply agency (5) deposits or proportionate share of deposits required to be given to other statutory and/or utility supply agencies (6) Municipal taxes and all other tax outgoings in respect of the Units (including all other taxes as may be levied by the statutory authorities) (7) club membership fees (8) guarding charges (9) service tax (10) legal documentation charges and (11) any other sums collected from the Transferees on account of extra charges as determined by the Developer (collectively **Extras**).
- 6.6 **Building Materials:** The Developer shall be authorized in the name of the Owners to apply for and obtain quotation, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Buildings but under no circumstances the Owners shall be responsible for the price/value, storage and quality of the building materials.
- 6.7 **Temporary Connections:** The Developer shall, at its own costs and expenses, be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage.
- 6.8 **Alteration of Said Building Plans:** The Developer shall be making alterations/modifications to the Said Building Plans as permitted by applicable laws and the Owners shall not be entitled to raise any objection in this regard whatsoever. The aforesaid alterations/modifications to the Said Building Plans shall result in additional constructed spaces/Units in the New Building and additional car parking spaces in the Project. It has been agreed that the entirety of the additional constructed spaces/Units in the New Building and additional car parking spaces in the Project shall exclusively form part of the Developer's Allocation as mentioned in Clause 10.1 below and the Owners hereby agree and undertake not to make any claims in respect of the additional constructed spaces/additional car parking spaces on any grounds whatsoever. At the same time, the Owners shall have no liability whatsoever arising out of any actions and inactions of the Developer in availing and/or constructing such additional constructed spaces/additional car parking spaces (including any breach of Applicable Law). It being agreed between the Parties that the Developer shall be solely liable and responsible for all acts, deeds, matters and/or things (including omissions thereof) done by the Developer in the name of the Owners on the strength of the General Power of Attorney (defined below) issued by the Owners in connection with obtaining any permits, consents, clearances etc. and/or executing or furnishing any documents/ instruments (including the genuineness, adequacy and contents thereof) which may be required by the KMC and/or other statutory bodies in relation to the construction, development and completion of the Project.
- 6.9 **Name of Said Complex:** The name of the New Building shall be decided by the Developer at its sole discretion.



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22 SEP 2023

6.10 **Co-operation by Owners:** The Owners shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the mutual interest of the Parties. The Owners shall provide all reasonable co-operation that may be necessary for successful completion of the Project without undertaking any financial responsibility and/or obligations.

7. **Possession**

7.1 **Possession of Said Property:** At or before the execution of this Agreement, the Owners have delivered vacant and peaceful possession of the Said Property to the Developer for carrying out the Project, which the Developer hereby admits and acknowledges. It is expressly made clear that such handing over of the possession is not intended to be and shall not be construed as transfer in terms of Section 2(47) of the Income Tax Act, 1961 or a transfer of possession under Section 53A of the Transfer of Property Act, 1882.

8. **Powers and Authorities**

8.1 **General Power Of Attorney:** Simultaneously herewith, the Owners shall grant to the Developer and/or its nominees a registered and irrevocable General Power of Attorney relating to the Said Property (**General Power Of Attorney**) for the purposes of (1) getting the Said Building Plans modified/alterd by KMC in terms of this Agreement (2) doing all acts deeds and things required for construction of the New Building in terms of this Agreement and (3) booking and entering into Sale Agreements and Deeds of Conveyance of the Units comprised in the Developer's Allocation (defined in Clause 10.1 below in terms of this Agreement. It being agreed between the Parties that the Developer shall not exercise the power of entering into Deeds of Conveyances with Transferees of the Developer's Allocation till the time the Owners' Allocation is not handed over by the Developer to the Owners in the manner mentioned in Clause 15.2 below. Notwithstanding the aforesaid, the Developer shall be entitled to enter into Deeds of Conveyances with Transferees of the Developer's Allocation at any time (even prior to handover of the Owners' Allocation to the Owners) with the prior written consent of the Owners. It being further agreed between the Parties that the powers granted under the said General Power of Attorney are to be strictly interpreted and under no circumstances shall the Owners be liable in case the Developer exercises any power which is not granted as per the General Power of Attorney or exercises any power in excess of the authority granted under the General Power of Attorney (including specifically with respect to availing any Project Finance and/or granting collateral security thereof).

8.2 **Further Acts:** Notwithstanding grant of the General Power Of Attorney, the Owners hereby undertake that they shall, without undertaking any financial responsibility and/or obligations, execute, as and when necessary, all papers, documents, plans etc. that may be necessary for enabling the Developer to perform all obligations under this Agreement.

8.3 **Undertaking By Owners:** The General Power Of Attorney to be so granted by the Owners to the Developer and/or its nominee/s shall form an integral part of this Agreement and the Owners shall not be entitled to revoke the same nor to modify or alter the same without the prior written consent of the Developer.



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ADDL REGISTRAR
LAND REVENUE DEPT. KOLKATA
22 SEP 2023

9. Owners' Consideration

- 9.1 **Owners' Allocation:** In the New Building, the Owners shall collectively be entitled to (1) 2 (Two) demarcated Units/apartments described in **Part I** of the **3rd Schedule** below, exclusively (2) 4 (four) car parking spaces described in **Part I** of the **3rd Schedule** below, exclusively (3) proportionate undivided share in the Common Portions (4) proportionate undivided share in the land contained in the Said Property and (5) undivided, impartible, proportionate and variable share in the land comprised in the Said Premises, described in **Part I** of the **1st Schedule** below (collectively **Owners' Allocation**).

In regard to the aforesaid Units/apartments forming part of the Owners' Allocation it has been expressly agreed between the Parties that in as much as the alterations/modifications to the Said Building Plans (as envisaged in Clause 6.8) are yet to be sanctioned, there may be some variation in the layout/floor plan/location of the aforesaid Units/apartments and the Owners shall not be entitled to raise any objection whatsoever to such variation as long as there is no diminution in the total area of the Units/apartments forming part of the Owners' Allocation (i.e. the Units/apartments forming part of the Owners' Allocation are not collectively less than 5285 square feet super built up area) and the aforesaid Units/apartments are situate on the 16th Floor or higher in the New Building.

10. Developer's Consideration

- 10.1 **Developer's Allocation:** In the New Building, the Developer shall be entitled to (1) the entirety of the balance Units/apartments in the New Building (i.e. all the Units/apartments in the New Building only excluding the Units/apartments comprised in the Owners' Allocation), exclusively, described in **Part II** of the **3rd Schedule** below (2) the entirety of the balance car parking spaces in the Project (i.e. all the car parking spaces in the Project only excluding the 4 (four) car parking spaces comprised in the Owners' Allocation), exclusively, described in **Part II** of the **3rd Schedule** below (3) proportionate undivided share in the Common Portions (4) proportionate undivided share in the land contained in the Said Property and (5) undivided, impartible, proportionate and variable share in the land comprised in the Said Premises, described in **Part I** of the **1st Schedule** below (collectively **Developer's Allocation**).

11. **Project Finance:** The Developer may arrange for financing of the Said Project (**Project Finance**) by a Bank/Financial Institution (**Banker**). Such Project Finance can be secured on the strength of the security of the Developer's Allocation only and construction work-in-progress/receivables to the extent pertaining to the Developer's Allocation but collateral security may be created by mortgaging the Said Property by a registered deed of mortgage and/or by depositing the original title deeds of the Said Property. For this purpose, the Owners shall execute necessary documents through its delegated authority as contained in the General Power Of Attorney and if required by the Banker, the Owners shall join as consenting party to all documents required by the Banker for the Developer availing such Project Finance. **Provided however**, the Owners shall under no circumstances be obligated to bear any installments, interest, costs, expenses, delay charges, penalties, delay interest etc. in this regard. It is further clarified that the Developer shall solely remain liable and responsible for repayment of the amounts so borrowed together with the interest, penal interest and all other monies payable to the Banker. Under no circumstances shall the Owners be designated as co-borrowers/ guarantors/ applicants etc. in the loan documents or the mortgage documents and the Owners shall only be designated as mortgagors having limited liability to the extent of the entirety of the Said Property/mortgaged property



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ADDL. CHIEF REGISTRAR
OF ASSURANCES - IV, KOLKATA
22 SEP 2023

(excluding only the 2 (two) Units/apartments and 4 car parking spaces being part of the Owners' Allocation). In the event of the Developer defaulting in repayment of any amounts to the Banker (whether with a delay in Project completion or without such delay), all claims, demands, liabilities, damages, compensation and/or other costs (whether demanded by the Banker or the Transferees or both) shall be borne by the Developer only and the Developer shall keep the Owners and/or its partners and officers saved, harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings including litigation costs arising thereto. The Developer shall ensure that the Banker is made fully aware of this clause and the restrictions on its authority contained herein prior to availing such Project Finance.

12. Dealing with Respective Entitlements

- 12.1 **Sale by Owners:** The Owners shall be absolutely and exclusively entitled to the Owners' Allocation under this Agreement and shall have exclusive right to sell, transfer, deal with and dispose of the same in any manner whatsoever in accordance with law and receive all considerations, amounts and payments in respect of the same. However, all such sales to be made by the Owners shall be in accordance with the Real Estate (Regulation and Development) Act, 2016 and the amendments and substitutes thereof and all rules, regulations, notifications, circulars, orders and byelaws thereunder as may be applicable from time to time (collectively **Real Estate Law**) and the Owners shall be liable and responsible for due compliance of the Real Estate Law in respect of the Owners' Allocation and the sale thereof, as applicable to the Owners. The Developer has, simultaneously with the execution of this Agreement, granted the Owners a registered power of attorney ("**Owners' Power of Attorney**") for the purposes of booking and entering into Sale Agreements, Deeds of Conveyance and other deeds and documents of the Units comprised in the Owners' Allocation (on behalf of the Developer) in favour of the Owners' Transferees of the Owners' Allocation.
- 12.2 **Sale by Developer:** The Developer shall be absolutely and exclusively entitled to the Developer's Allocation with exclusive right to sell, transfer, deal with and dispose of the same in any manner whatsoever in accordance with law and receive all considerations, amounts and payments in respect of the same without any right, title, claim or interest therein whatsoever of the Owners. However, all such sales to be made by the Developer shall be in accordance the Real Estate Law and the Developer shall be liable and responsible for due compliance of the Real Estate Law in respect of the Developer's Allocation and the sale thereof, as applicable to the Developer. The Developer shall represent the Owners in all such Sale Agreements, Deeds of Conveyance and other deeds and documents of the Units comprised in the Developer's Allocation (on behalf of the Owners) in favour of the Developer's Transferees vide the General Power of Attorney.
- 12.3 **Transfer by Owners and the Developer:** The Owners, in their capacity as owners of the Said Property, shall execute Deeds of Conveyance of the land share in the Said Property/Entire Project in favour of the Transferees. Such conveyances shall be executed by the Developer on behalf of the Owners, on the strength of the General Power Of Attorney. The Developer, in its capacity as developer of the Said Property, shall execute Deeds of Conveyance of the constructed and saleable areas in the Said Property/Entire Project in favour of the Transferees. Such conveyances shall be executed by the Owners on behalf of the Developer, on the strength of the Owners' Power Of Attorney.



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ADDITIONAL REGISTRAR
OF ASSISTANCES-IV, KOLKATA
22 SEP 2023

- 12.4 **Cost of Transfer:** The costs of the aforesaid conveyances including stamp duty and registration fees and all other legal expenses shall be borne and paid by the Transferees.
- 12.5 **Handing Over Possession of Owners' Allocation:** Upon the construction of the New Building being completed as per the certificate from the Architect, the Developer shall give a written notice to the Owners in terms of Clause 15.1 hereunder but the physical possession of Owners' Allocation shall be handed over by the Developer to the Owners simultaneously with the Owners paying their share of Extras and all applicable GST.
- 12.6 **Pass Through Charges:** Goods and Service Tax or any substitutes, additions or alterations thereof and any other impositions, levies or taxes (other than Income Tax) on the Transfer in favour of the Transferees (collectively **Pass Through Charges**) payable as per the rates applicable from time to time in respect of the Developer's Allocation shall be the responsibility and liability of the Developer and the Pass Through Charges payable as per the rates applicable from time to time payable in respect of the Owners' Allocation shall be the responsibility and liability of the Owners and/or their Transferees. In the event of there being any unsold transferable areas comprised in Owners' Allocation at the time of issue of Completion/Occupancy Certificate, then the Owners shall be liable to pay all GST as per applicable GST provisions prevailing at that time. The Owners shall also be liable to pay the applicable GST to the Developer against the construction services to be provided by the Developer in respect of the Owners' Allocation as and when billed by the Developer. Each party shall keep the other party fully indemnified regarding the above.
- 12.7 The Entire Project (including the New Building) shall be named **Siddha Sky** and such name shall not be changed under any circumstances, except by mutual consent of the Parties. Further, in all publicity material, it will be mentioned that the Said Project is a "Spring City-Siddha Project".
14. **Municipal Taxes and Outgoings**
- 14.1 **Relating to Period After Execution of this Agreement:** All Rates and Taxes on the Said Property relating to the period after the execution of this agreement shall be borne, paid and discharged by the Developer. It is made specifically clear that all Rates and Taxes outstanding after such date shall remain the liability of the Developer and such dues shall be borne and paid by the Developer, till the completion date as envisaged in Clause 17.1 below.
- 14.2 **Relating to Period After Possession Date:** On and from the completion date (as envisaged in Clause 17.1 below), the Transferees shall pay the Rates applicable to their respective Units.
15. **Possession and Post Completion Maintenance:**
- 15.1 **Notice of Completion:** Upon the construction of the New Building being completed as per the certificate from the Architect, the Developer shall give a written notice to the Owners and the date of such notice shall be deemed to be the completion date though Common Portions may be incomplete at that time and Completion/Occupancy Certificate from KMC shall be obtained subsequently after completion of Common Portions and other parts of the Project by the Developer.



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- 15.2 **Unit Possession Date:** The Developer shall serve a notice in writing on the Owners (**Possession Notice**) calling upon the Owners to take physical possession of the Units comprised in the Owners' Allocation. Within 7 (seven) days from the date of receiving the Possession Notice, the Owners shall be bound and obliged to take possession of the Owners' Allocation within such period of 7 (seven) days from the date of receiving the Possession Notice, failing which it shall be deemed that the Developer has delivered possession of the Owners' Allocation to the Lessee on the 8th day of the date of the Possession Notice (date of actual delivery of possession or deemed delivery of possession of the Owners' Allocation to the Owners, **Unit Possession Date**).
- 15.3 **Maintenance:** The Developer shall frame a scheme for the management and maintenance of the New Building. Initially the maintenance of the New Building including the Common Portions shall be looked after by the Developer who shall be entitled to collect the costs and service charges for the same (**Maintenance Charges**). At an appropriate stage the Developer shall hand over the maintenance to a body constituted / formed at the instance of the Developer and the Transferees shall be represented on such body.
- 15.4 **Association:** There shall be a single association of transferees for the Entire Project (**Association**). It is clarified that all common areas (as defined under the Real Estate Law) of the Entire Project shall be handed over to the Association after the completion certificate from the competent authority is obtained for the Entire Project.
16. **Common Restrictions and Club**
- 16.1 **Applicable to All Units:** All Units of the New Building shall be subject to the same restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the Said Complex.
- 16.2 **Club:** All Transferees of the New Building shall be entitled to use the Club, to be constructed on as part of the First Phase of Project by Siddha Infradev LLP. All charges/deposits in connection with the Club shall be collected by the Developer and be the Developer's exclusive entitlement. The Owners shall have no objection, claim of any nature, whatsoever regarding this regard.
17. **Obligations of Owners**
- 17.1 **Co-operation with Developer:** The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.
- 17.2 **Act in Good Faith:** The Owners undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 17.3 **Documentation and Information:** The Owners undertake to provide the Developer with any and all documents and information relating to the Said Property as may be required by the Developer from time to time.
- 17.4 **No Obstruction in Dealing with Developer's Functions:** The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.



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- 17.5 **No Obstruction in Construction:** The Owners hereby covenant not to cause any interference or hindrance in the construction of the New Buildings.
- 17.6 **No Dealing with Said Property:** The Owners hereby covenant not to let out, grant lease, mortgage, charge and/or transfer the Said Property or any portions thereof, without the express consent and confirmation of the Developer.
- 17.8 **No Assignment:** The Owners hereby agree and covenant with the Developer not to transfer and/or assign the benefits of this Agreement or any portion thereof, without the prior consent in writing of the Developer and any assignment or transfer without such prior written consent shall make the Owners collectively liable for payment of damages and compensation to the Developer.

Each of the above obligations of the Owners shall be performed by the Owners without in any manner being responsible or liable for any costs and/or expenses and all such costs and expenses shall be borne by the Developer. Save and except the obligations listed above and in Clause 5.4, the Owners shall have no other obligations in respect of the New Buildings or the Project.

18. **Miscellaneous**

- 18.1 On account of any change of rules or otherwise, in the event any additional F.A.R. (i.e. Additional F.A.R available on the entirety of the Said Premises as described in Part I of the 1st Schedule) is sanctioned/allowed/permitted by the KMC or the other planning authorities resulting in additional constructed space in the New Building the benefit of such additional F.A.R. including incremental car parking spaces shall be the exclusive entitlement of the Developer only and the Owners shall have no right and/or share therein. It is clarified that the additional F.A.R. and incremental car parking spaces as mentioned in this Clause 18.1 is already part of the Developer's Allocation as described in **Part II** of the **3rd Schedule** below. It is further clarified that save and except the Owners' Allocation specified in **Part I** of the **3rd Schedule** below, the Owners shall not have any right, interest and/or entitlement whatsoever in respect of the balance Units in the New Building and/or the balance car parking spaces comprised in the Project and/or the additional constructed units/incremental car parking spaces (arising on account of Additional FAR as envisaged in this Clause) and the same shall be the exclusive entitlement of the Developer.
- 18.2 Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.
- 18.3 In addition to time, the Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 18.4 The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement.
- 18.5 The Owners shall pass valid receipts for all amounts paid under this Agreement.
- 18.6 The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.



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- 18.7 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 18.8 In addition to the Owners' Allocation as specified in Clause 9.1 above and as further consideration for the grant of development rights in the Said Property, the Developer shall pay to the Owners such further sums as non-refundable amount as mutually agreed between the Parties in writing.
- 18.9 It is understood that from time to time to facilitate the uninterrupted construction of the New Building and/or the Project by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owners. Further, various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer.
- 18.10 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 18.11 This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, written or oral and express or implied.
- 18.12 In this Agreement, headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.
19. **Defaults**
- 19.1 **No Cancellation:** None of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration.
20. **Force Majeure**
- 20.1 **Meaning:** Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-availability of construction material, hike in prices of construction material and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders.
- 20.2 **Saving Due to Force Majeure:** If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure,



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that Party shall have no liability in respect of the performance of such of its obligations as are prevented by the event/s of force majeure. Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of force majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by force majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting force majeure.

21. Severance

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

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

21.3 **Reasonable Endeavour for Substitution:** The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties (if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.

22. Reservation of Rights

22.1 **Right to Waive:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof.

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

23. Notice

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



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24. Arbitration

24.1 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 and/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 and the same shall be binding on the Parties. 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.

25. Jurisdiction

25.1 **Court:** In connection with the aforesaid arbitration proceedings, the District Court of the district in which the Said Property is situated and the Hon'ble High Court at Calcutta only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

Ist Schedule Part-I (Said Premises)

Land measuring 19 (nineteen) *bigha* 9 (nine) *cottah* 12 (twelve) *chittack* and 0.71 (zero point seven one) square feet equivalent to 26070.3 (twenty six thousand seventy point three) square meter, more or less **together with** structures erected thereon, situate, lying at and being Municipal Premises No. 33A (formerly 33A, 33B and 33C) Canal South Road, Kolkata-700015, Police Station Tangra, within Ward No. 57 of the Kolkata Municipal Corporation, Sub-Registration District Sealdah, District South 24 Parganas, delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

On the North	:	By Government Surplus <i>Khasmahal</i> Land
On the East	:	By Premises No. 3, 15, 16, 17, Pagladanga Road and Premises No. 34, Canal South Road
On the South	:	By KMC Land
On the West	:	By KMC Road

Part-II (First Phase Land)

All That the piece and parcel of notionally demarcated portion of land measuring 16 (sixteen) *bigha* 13 (thirteen) *cottah* 10 (ten) *chittack* and 38 (thirty-eight) square feet, more or less, equivalent to 22320 (twenty two thousand three hundred twenty) square meter, more or less, **together with** structures erected thereon, situate, lying at and being Municipal Premises No. 33A (formerly 33A, 33B and 33C) Canal South Road, Kolkata-700015, Police Station Tangra, Post Office Tangra, within Ward No. 57 of the Kolkata Municipal Corporation (KMC), Sub-Registration Sealdah, District South 24 Parganas, delineated in the **Plan** attached herewith hatched in colour **Blue** thereon, butted and bounded as follows:



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On the North	:	By Khasmahal Land
On the East	:	By Premises Nos. 3, 15, 16 and 17, Pagladanga Road and also by Premises No. 34, Canal South Road
On the South	:	By KMC Land
On the West	:	By KMC Land, Public Road and Phase-II Land

Part-III
(Said Property)
[Subject Matter of Development]

All That the piece and parcel of notionally demarcated portion measuring about 2 (two) bigha 16 (sixteen) cottah 1 (one) chittack and 7 (seven) square feet, more or less, equivalent to 3750 (three thousand seven hundred Fifty) square meter, more or less, together with structures erected thereon, situate, lying at and being Municipal Premises No. 33A (formerly 33A, 33B and 33C) Canal South Road, Kolkata-700015, Police Station Tangra, Post Office Tangra, within Ward No. 57 of the Kolkata Municipal Corporation (KMC), Sub-Registration Scaldah, District South 24 Parganas, delineated in the **Plan** attached herewith hatched in colour **Red** thereon.

On the North	:	By Phase-I Land
On the East	:	By Phase-I Land
On the South	:	By KMC Land
On the West	:	By KMC Land

2nd Schedule
(Devolution Of Title)

- Ownership of Mother Premises:** Manick Lal Seal was the recorded owner of land measuring 35 (thirty five) *bigha* 4 (four) *cottah* and 10 (ten) *chittack*, lying and comprised in Municipal Premises No. 33, Canal South Road, Holding No.30, Division No. IV, Sub-Registration Office Scaldah, Police Station Beliaghata (**Mother Premises**).
- Manick's Will:** Manick Lal Seal, a Hindu governed by the *Dayabhaga* School of Hindu Law, died on 12th September, 1907, after having made and published his last Will and Testament (**Manick's Will**) dated 7th June, 1907, whereunder he bequeathed all his property unto his only son, Manohar Lal Seal and also appointed the Official Trustee of Bengal as the sole Executor of the Will and the Hon'ble High Court at Calcutta granted probate of Manick's Will on 18th November, 1907.
- Ownership of Manohar Lal Seal:** By a Deed of Indenture dated 12th September, 1934, registered in the Office of the Registrar of Assurances, Calcutta, in Book No. I, Volume No. 87, at Pages 166 to 186, being Deed No. 3309 for the year 1934, the Official Trustee of Bengal transferred the entirety of the Mother Premises to Manohar Lal Seal.
- Manohar's Will:** Manohar Lal Seal, a Hindu governed by the *Dayabhaga* School of Hindu Law, died on 16th March, 1963, after having made and published his last Will and Testament (**Manohar's Will**) dated 23rd February, 1932, whereunder he bequeathed all his property unto his 3 (three) sons, namely, Mohan Lal Seal, Manoj Seal and Mohit Lal Seal (collectively **Legal Heirs Of Manohar**), upon attaining their majority.



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5. **Application for Letter of Administration:** On attainment of majority, the Legal Heirs Of Manohar applied for the Letter of Administration based on Manohar's Will before the Hon'ble High Court at Calcutta.
6. **Grant of Probate:** By an Order dated 14th June, 1965, the Hon'ble High Court at Calcutta granted the Letter of Administration to the Legal Heirs Of Manohar in Testamentary Suit No.99 of 1964.
7. **Partition Suit:** By a decree dated 24th December, 1973, in the matter of Partition Suit No. 564 of 1965, the Hon'ble High Court at Calcutta divided *inter alia* the other properties i.e. properties under the *zamindari* of Manick Lal Seal, whereas the Mother Premises remained undivided and the Legal Heirs of Manohar, each became the owner of undivided 1/3rd (one third) share of the Mother Premises.
8. **Application of Said Act on Mother Premises:** The Legal Heirs of Manohar, as the joint owners of the Mother Premises, held excess vacant land, more than the limit permissible under the Urban Land (Ceiling & Regulation) Act, 1976 (**Said Act**).
9. **Said Excess Land:** By 3 (three) separate notifications in the Extra Ordinary Gazette, all dated 10th August, 2000, the Competent Authority held that the Legal Heirs of Manohar were the owners of excess land measuring 6 (six) *bigha* 6 (six) *cottah* and 1.45 (one point four five) *chittack* (**Said Excess Land**) and as per the Said Act, the Said Excess Land was vested with the State Government of West Bengal.
10. **Ownership of Larger Premises:** Subsequent to the aforesaid vesting of the Said Excess Land, the Legal Heirs Of Manohar remained the joint and absolute owners of the balance portion (which is the Mother Premises less the Said Excess Land) of the Mother Premises i.e. land measuring 28 (twenty eight) *bigha* 18 (eighteen) *cottah* and 0.79 (zero point seven nine) *chittack* (**Larger Premises**), each having undivided 1/3rd (one third) share therein.
11. **Purchase by Paks Trade Centre Private Limited (presently known as Paks Trade Centre LLP, Owner No.3.1 hereinabove):** By a Deed of Sale dated 28th February, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 13, Pages 2628 to 2645, being Deed No. 05108 for the year 2010, Mohan Lal Seal sold, conveyed and transferred his entire undivided 1/3rd (one third) share in the Larger Premises to Paks Trade Centre Private Limited.
12. **Purchase by Vardhaaman Gears Private Limited (presently known as Vardhaaman Gears LLP, Owner No.3.4 hereinabove):** By a Deed of Sale dated 28th September, 2007, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 13, Pages 2605 to 2627, being Deed No. 05107 for the year 2010, Manoj Lal Seal sold, conveyed and transferred his 1/6th (one sixth) share in the Larger Premises, out of his undivided 1/3rd (one third) share in the Larger Premises to Vardhaaman Gears Private Limited.
13. **Purchase by Harmony Merchants Private Limited (presently known as Harmony Merchants LLP, Owner No.3.3 hereinabove):** By a Deed of Sale dated 28th September, 2007, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 13, Pages 2646 to 2668, being Deed No. 05109 for the year 2010, Manoj Lal Seal sold, conveyed and transferred his 1/6th (one sixth) in the Larger Premises, out of his undivided 1/3rd (one third) share in the Larger Premises to Harmony Merchants Private Limited.



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14. **Purchase by Nishant Fiscal Services Private Limited (presently known as Springcity Buildcon LLP, Owner No.3.2 hereinabove):** By a registered Deed of Sale dated 9th March, 2006, registered in the Office of the Additional Registrar of Assurances I, Kolkata, in Book No. I, CD Volume No. 2, at Pages 5433 to 5463, being Deed No. 00712 for the year 2010, Mohit Lal Seal sold, conveyed and transferred his entire undivided 1/3rd (one third) share in the Larger Premises to Nishant Fiscal Private Limited.
15. **Ownership of Larger Premises:** In the abovementioned circumstances, (1) Paks Trade Centre Private Limited (2) Nishant Fiscal Services Private Limited (3) Harmony Merchants Private Limited and (4) Vardhaman Gears Private Limited (collectively **Owner Companies**) jointly become the absolute owners of the Larger Premises, having the following shares (**Said Shares**) therein:

Sl	Owner	Share
1.	Paks Trade Centre Private Limited	1/3 rd (one third)
2.	Nishant Fiscal Services Private Limited	1/3 rd (one third)
3.	Harmony Merchants Private Limited	1/6 th (one sixth)
4.	Vardhaman Gears Private Limited	1/6 th (one sixth)

16. **Gift of Said Plot:** In pursuance of their benevolent desire and aiming at the beautification of the city of Kolkata and to provide civic amenities, the Owner Companies, by a Deed of Gift dated 20th July, 2015, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No.1901-2015, Pages from 41090 to 41108, being Deed No. 190106121 for the year 2015 (**First Gift Deed**), gifted in favour of the KMC, land measuring 2 (two) *bigha* 10 (ten) *cottah* 15 (fifteen) *chittack* and 42 (forty two) square feet, more or less (**Said Plot**), the Said Plot being a divided and demarcated portion of the Larger Premises.
17. **Gift of Said Strip:** In pursuance of their benevolent desire and aiming at the beautification of the city of Kolkata and to provide civic amenities, the Owner Companies, by a separate Deed of Gift dated 20th July, 2015, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No.1901-2015, Pages from 41109 to 41127, being Deed No. 190106122 for the year 2015 (**Second Gift Deed**), gifted in favour of the KMC, land measuring 20 (twenty) *cottah* 7 (seven) *chittack* and 31 (thirty one) square feet, more or less (**Said Strip**), the Said Strip being a divided and demarcated portion of the Larger Premises.
18. **Ownership of Balance Premises:** Subsequent to the First Gift Deed and the Second Gift Deed, the Owner Companies remained the joint and absolute owners of the balance portion (which is the Larger Premises less the Said Plot and the Said Strip) of the Larger Premises i.e. land measuring 25 (twenty five) *bigha* 6 (six) *cottah* 9 (nine) *chittack* and 5 (five) square feet equivalent to 33884.284 (thirty three thousand eight hundred and eighty four point two eight four) square meter, more or less (**Balance Premises**), each of the Owner Companies having the Said Shares in the Balance Premises.
19. **Application for Separation and Renumbering of Balance Premises:** The Owner Companies, vide their application for separation and renumbering dated 25th June, 2015, requested the KMC to separate from and out of the Balance Premises, land measuring 2 (two) *bigha* 5 (five) *cottah*, more or less (presently being Municipal Premises No. 33A/3, Canal South Road, Kolkata-700015 (**Premises No. 33A/3**)) and also requested the KMC to renumber (after the aforesaid separation) the remaining portion of the Balance Premises i.e. land measuring 23 (twenty three) *bigha* 1 (one) *cottah* 9 (nine) *chittack* and 5 (five) square feet, equivalent to 30874.25 (thirty



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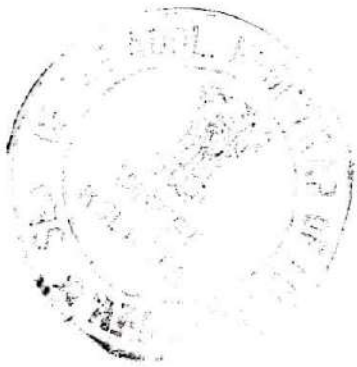
thousand eight hundred and seventy four point two five) square meter, more or less as a single Municipal Holding Number. In pursuance to the aforesaid application made by the Owner Companies, the KMC separated the Premises No. 33A/3 from the Balance Premises and further renumbered the remaining portion of the Balance Premises as Municipal Premises No. 33A, Canal South Road, Kolkata-700015 (**Renumbered Premises**).

20. **Gift of Said Passage:** In pursuance of their benevolent desire and aiming at the beautification of the city of Kolkata and to provide civic amenities, the Owner Companies, by another separate Deed of Gift dated 21st July, 2016, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No.1901-2016, Pages from 183911 to 183932, being Deed No. 190105531 for the year 2016 (**Third Gift Deed**), gifted in favour of the KMC, land measuring 16 (sixteen) *cottah* 14 (fourteen) *chittack* and 18 (eighteen) square feet equivalent to 1130.50 (one thousand one hundred and thirty point fifty) square meter, more or less (**Said Passage**), the Said Passage being a divided and demarcated portion of the Renumbered Premises.
21. **Creation of Said Premises:** Subsequent to execution of the Third Gift Deed, the Owner Companies remained the joint and absolute owners of the balance portion (which is the Renumbered Premises less the Said Passage) of the Renumbered Premises, being land measuring 22 (twenty two) *bigha* 2 (two) *cottah* 10 (ten) *chittack* and 32 (thirty two) square feet, equivalent to 29743.75 (twenty nine thousand seven hundred and forty three point seven five) square meter, more or less (but upon physical measurement found to be 19 (nineteen) *bigha* 9 (nine) *cottah* 12 (twelve) *chittack* and 0.71 (zero point seven one) square feet, equivalent to 26070.30 (twenty six thousand and seventy point three zero) square meter, more or less), such balance portion of the Renumbered Premises being the Said Premises as defined in Clause 4.1 above.
22. **Conversion of Owner Companies:** Vide 4 (four) separate Certificate Of Registration On Conversion all dated 2nd July, 2016, the Owner Companies were converted into the Owner Limited Liability Partnerships under the provisions of Section 58 (1) of the Limited Liability Partnership Act, 2008 in the name and style of the Owner Nos. 3.1 to 3.4.
23. **Absolute Ownership of Said Premises:** In the aforesaid circumstances, the Owners have jointly become the absolute owners of the Said Premises, each of the Owners having the Said Shares therein.

3rd Schedule

Part I (Owners' Allocation)

Owner's Allocation of Units				
Sl No	Allocation	Block	Unit No	Area (Sq. Ft)
1	Land Owner	Block 4	SS/4/1501	2022
2	Land Owner	Block 4	SS/4/1903	3263
Total				5285



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Owners' Allocation of Parking Space			
Sl No	Allocation	Block	Parking No.
1	Land Owner	MLCP - 3	MLCP 3 - 49
2	Land Owner	MLCP - 3	MLCP 3 - 50
3	Land Owner	MLCP - 3	MLCP 3 - 51
4	Land Owner	MLCP - 3	MLCP 3 - 52
Total			4

**Part II
(Developer's Allocation)**

1. The entirety of the balance Units/apartments in the New Building (i.e. all the Units/apartments in the New Building only excluding the Units/apartments comprised in the Owners' Allocation).

The aforesaid balance Units/apartments in the New Building are:

- (a) Save and except the Units/apartments which are part of the Owners' Allocation, all remaining Units/apartments situate on the 1st (First) floor to the 19th (Nineteenth) floor of the New Building; and
 - (b) All Units/apartments comprised in the additional floors (i.e. 20th (Twenty) And Above) to be constructed and arising from the alternations/modifications made to the Said Building Plans as contemplated in Clause 6.8 of this Agreement and full utilization of the additional F.A.R. (i.e. Additional F.A.R available on the entirety of the Said Premises as described in Part I of the 1st Schedule) sanctioned/allowed/permitted by the KMC as contemplated in Clause 18.1 of this Agreement.
2. The entirety of the balance car parking spaces in the Project (i.e. all the car parking spaces in the Project only excluding the 4 (four) car parking spaces comprised in the Owners' Allocation).

The aforesaid balance car parking spaces in the Project are:

- (a) Save and except the 4 (four) car parking spaces comprised in the Owners' Allocation, all remaining car parking spaces in the Project; and
- (b) All additional car parking spaces arising from the alternations/modifications made to the Said Building Plans as contemplated in Clause 6.8 of this Agreement and full utilization of the additional F.A.R. (i.e. Additional F.A.R available on the entirety of the Said Premises as described in Part I of the 1st Schedule) sanctioned/allowed/permitted by the KMC as contemplated in Clause 18.1 of this Agreement.



2

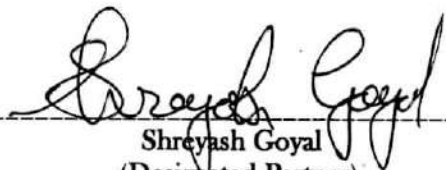
ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
22 SEP 2023

26. Execution and Delivery

26.1 In Witness Whereof the Parties have executed and delivered this Agreement on the date mentioned above.


Spring City Nirman LLP (formerly known as Paks Trade Centre LLP having the same PAN AASFP8849E and more formerly known as Paks Trade Centre Private Limited) Springcity Buildcon LLP (formerly known as Springcity Buildcon Private Limited and more formerly known as Nishant Fiscal Services Private Limited)

Spring City Realtors LLP (formerly known as Harmony Merchants LLP having the same PAN AAJFH5883R and more formerly known as Harmony Merchants Private Limited) Spring City Ecobuilders LLP (formerly known as Vardhaman Gears LLP having the same PAN AAOFV0487C and more formerly known as Vardhaman Gears Private Limited)



Shreyash Goyal
(Designated Partner)
(Owners)

Siddha Real Estate Development Private Limited



Aayushman Jain
(Director)
(Developer)

Drafted by:
Swati Chandra
P/1390/1245/2018
Advocate of High Court, Calcutta

Witnesses:

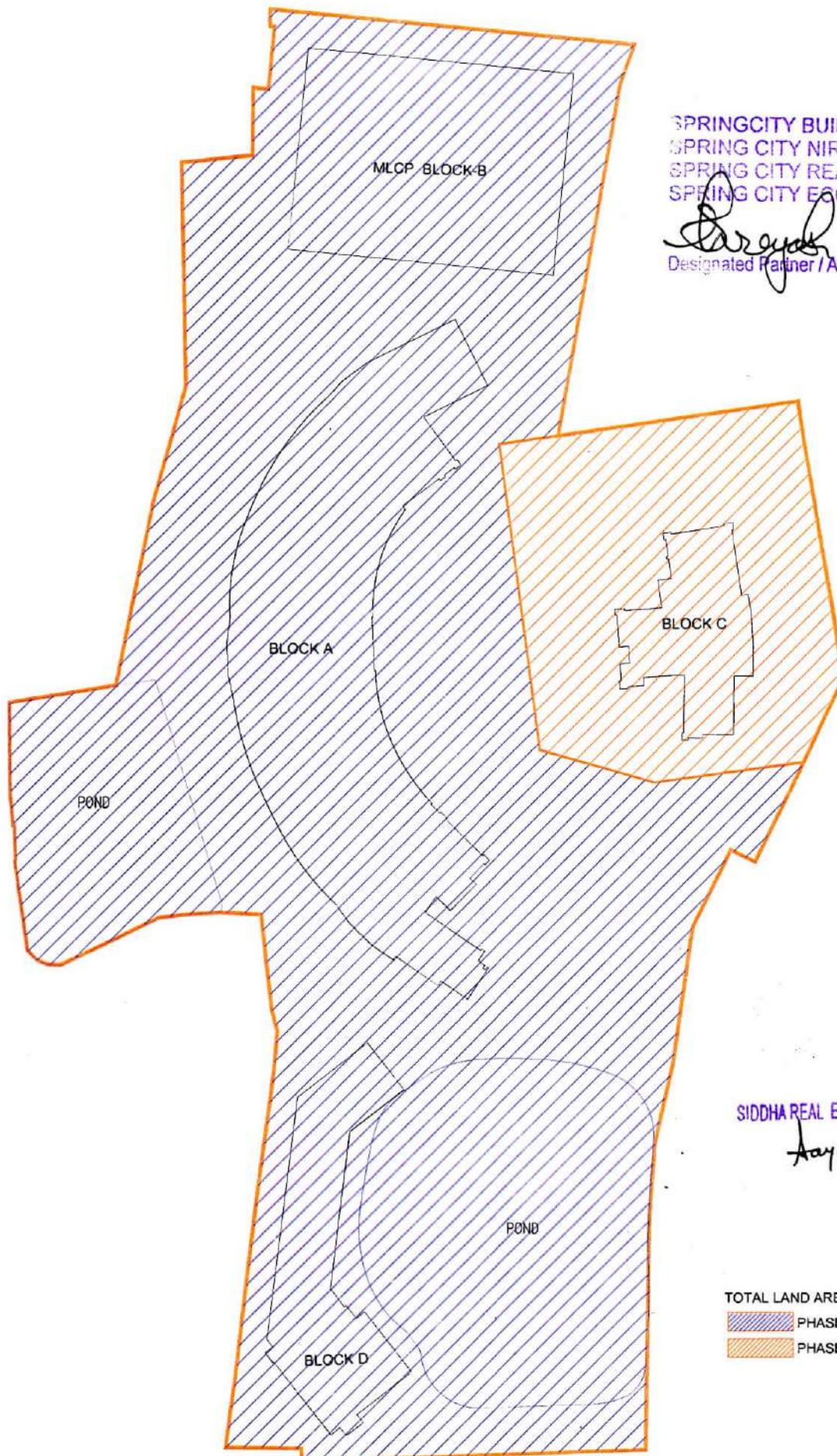
Signature *Dobalwate Anurag* Signature *Rajib Samadder*
Name *Dobalwate Anurag* Name *RAJIB SAMADDER*
Father's Name *Lt. A. N. Chaudhary* Father's Name *Shri D.M. Samadder*
Address *163, Barabazar* Address *99 Park Street*
Kt. 101-9 *Kolkata - 700016*



✓

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
22 SEP 2023

SITE PLAN OF PREMISES NO. 33A,CANAL SOUTH ROAD



SPRINGCITY BUILDCON LLP
SPRING CITY NIRMAN LLP
SPRING CITY REALTORS LLP
SPRING CITY ECOBUILDERS LLP

Sarvesh Goyal
Designated Partner / Authorized Signatory.

SIDDHA REAL ESTATE DEVELOPMENT PVT. LTD.

Aayushman Jais
Director

TOTAL LAND AREA = 19B 9K 12CH (A + B)
PHASE - I = 16B 13K 10CH 38SFT
PHASE - II = 2B 16K 1CH 7SFT



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
22 SEP 2023

SPECIMEN FORM FOR TEN FINGERPRINTS

	<i>Rajesh Goyal</i>	Little	Ring	Middle	Fore	Thumb		
		(Left Hand)						
		Thumb	Fore	Middle	Ring	Little		
		(Right Hand)						
	<i>Arjun Kumar Jain</i>							
		Little	Ring	Middle	Fore	Thumb		
		(Left Hand)						
		Thumb	Fore	Middle	Ring	Little		
		(Right Hand)						
PHOTO								
		Little	Ring	Middle	Fore	Thumb		
		(Left Hand)						
PHOTO								
		Thumb	Fore	Middle	Ring	Little		
		(Right Hand)						



✓

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
22 SEP 2023

Major Information of the Deed

Deed No :	I-1904-13719/2023	Date of Registration	22/09/2023
Query No / Year	1904-2002341370/2023	Office where deed is registered	
Query Date	13/09/2023 6:50:05 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Saha And Ray 7C, K.S. Roy Road, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 7003630583, Status :Solicitor firm		
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. 34,22,33,455/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,520/- (Article:48(g))	Rs. 101/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Tiljala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Canal South Rd, Road Zone : (Adjacent To E M By Pass – Adjacent To E M By Pass) . . Premises No: 33A, , Ward No: 057 Pin Code : 700015

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	2 Bigha 16 Katha 1 Chatak 7 Sq Ft		34,22,33,455/-	Property is on Road
Grand Total :				92.5192Dec	0 /-	3422,33,455 /-	

Land Lord Details :






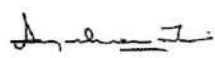
Sl No	Name,Address,Photo,Finger print and Signature
1	Spring City Nirman LLP Room No.9,4th Floor, Shantiniketan Building 8, Camac Street, City:- Kolkata, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017 , PAN No.:: AAxxxxxx9E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	Springcity Buildcon LLP Room No. 9, 4th Floor, Shantiniketan Building, 8, Camac Street, City:- Kolkata, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017 , PAN No.:: ADxxxxxx3G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
3	Spring City Realtors LLP Room No.9,4th Floor,Shantiniketan Building 8, Camac Street, City:- Kolkata, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017 , PAN No.:: AAxxxxxx3R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

- 4 **Spring City Ecobuilders LLP**
Room No.9,4th Floor, Shantiniketan Building 8, Camac Street, City:- Kolkata, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017 , PAN No.:: AAxxxxxx7C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative


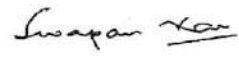
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Siddha Real Estate Development Private Limited Siddha Park 99A Park Street, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016 , PAN No.:: AAxxxxxx0L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shreyash Goyal Son of Vijay Kumar Goyal Date of Execution - 22/09/2023 , Admitted by: Self, Date of Admission: 22/09/2023, Place of Admission of Execution: Office		 Captured LTI 22/09/2023	 22/09/2023
	Room No. 9, 4th Floor, Shantiniketan Building, 8, Camac Street,, City:- Kolkata, P.O:- Circus Avenue, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: bkxxxxxx3k, Aadhaar No: 20xxxxxxxx9464 Status : Representative, Representative of : Spring City Nirman LLP (as Partner), Springcity Buildcon LLP (as Partner), Spring City Realtors LLP (as Partner), Spring City Ecobuilders LLP (as Partner)			
2	Name	Photo	Finger Print	Signature
	Aayushman Jain (Presentant) Son of Sanjay Jain Date of Execution - 22/09/2023 , Admitted by: Self, Date of Admission: 22/09/2023, Place of Admission of Execution: Office		 Captured LTI 22/09/2023	 22/09/2023
	Siddha Park, 99A, Park Street, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: aqxxxxxx6e, Aadhaar No: 98xxxxxxxx1750 Status : Representative, Representative of : Siddha Real Estate Development Private Limited (as Director)			

Identifier Details :

Name	Photo	Finger Print	Signature
Swapan Kar Son of R N Kar 7c K S Roy Road, City:- Kolkata, P.O:- Gpo, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001		 Captured	

	22/09/2023	22/09/2023	22/09/2023
Identifier Of Shreyash Goyal, Aayushman Jain			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Spring City Nirman LLP	Siddha Real Estate Development Private Limited-23.1298 Dec
2	Springcity Buildcon LLP	Siddha Real Estate Development Private Limited-23.1298 Dec
3	Spring City Realtors LLP	Siddha Real Estate Development Private Limited-23.1298 Dec
4	Spring City Ecobuilders LLP	Siddha Real Estate Development Private Limited-23.1298 Dec

Endorsement For Deed Number : I - 190413719 / 2023

On 22-09-2023

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

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

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

Presented for registration at 12:01 hrs on 22-09-2023, at the Office of the A.R.A. - IV KOLKATA by Aayushman Jain ,.

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 34,22,33,455/-

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

Execution is admitted on 22-09-2023 by Aayushman Jain, Director, Siddha Real Estate Development Private Limited (Private Limited Company), Siddha Park 99A Park Street, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District:- Kolkata, West Bengal, India, PIN:- 700016

Indetified by Swapan Kar, , Son of R N Kar, 7c K S Roy Road, P.O: Gpo, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Execution is admitted on 22-09-2023 by Shreyash Goyal, Partner, Spring City Nirman LLP (LLP), Room No.9,4th Floor, Shantiniketan Building 8, Camac Street, City:- Kolkata, P.O:- Circus Avenue, P.S:-Shakespeare Sarani, District:- Kolkata, West Bengal, India, PIN:- 700017; Partner, Springcity Buildcon LLP (LLP), Room No. 9, 4th Floor, Shantiniketan Building, 8, Camac Street, City:- Kolkata, P.O:- Circus Avenue, P.S:-Shakespeare Sarani, District:- Kolkata, West Bengal, India, PIN:- 700017; Partner, Spring City Realtors LLP (LLP), Room No.9,4th Floor, Shantiniketan Building 8, Camac Street, City:- Kolkata, P.O:- Circus Avenue, P.S:-Shakespeare Sarani, District:- Kolkata, West Bengal, India, PIN:- 700017; Partner, Spring City Ecobuilders LLP (LLP), Room No.9,4th Floor, Shantiniketan Building 8, Camac Street, City:- Kolkata, P.O:- Circus Avenue, P.S:-Shakespeare Sarani, District:- Kolkata, West Bengal, India, PIN:- 700017

Indetified by Swapan Kar, , Son of R N Kar, 7c K S Roy Road, P.O: Gpo, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 101.00/- (E = Rs 21.00/- , I = Rs 55.00/- ,M(a) = Rs 21.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 80.00/-, by online = Rs 21/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 20/09/2023 5:37PM with Govt. Ref. No: 192023240228289248 on 20-09-2023, Amount Rs: 21/-, Bank: SBI
EPay (SBlePay), Ref. No. 7916202213139 on 20-09-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 500.00/-, by online = Rs 75,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 63236, Amount: Rs.500.00/-, Date of Purchase: 11/08/2023, Vendor name: S Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 20/09/2023 5:37PM with Govt. Ref. No: 192023240228289248 on 20-09-2023, Amount Rs: 75,020/-, Bank: SBI
EPay (SBlePay), Ref. No. 7916202213139 on 20-09-2023, Head of Account 0030-02-103-003-02

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2023, Page from 780876 to 780908

being No 190413719 for the year 2023.



Mohul

Digitally signed by MOHUL MUKHOPADHYAY
Date: 2023.10.04 17:40:52 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 04/10/2023
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.