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Condition of this Agreement is that the  
Registration of this Agreement in the  
Registry Office of West Bengal  
are the part of it.

*[Signature]*  
Authorized Signatory/Designated Partner

19 9 AUG 2022

THIS AGREEMENT made this 19<sup>th</sup> day of August Two Thousand and Twenty Two BETWEEN AARBUR GREEN ESTATES LLP (having LLPIN : AAD-7864 and PAN: ABCFA3428P), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its Registered Office at "Crescent Tower", 229, A.J.C. Bose Road, 1<sup>st</sup> Floor, Post Office : Elgin Road, Police Station : Bhawanipore, Kolkata - 700 020 represented by its Designated Partner, Mr. Satyajeet Burman, son of Late Ratan Chand Burman (having PAN : AFQPB0078Q and Aadhar No : 9655-0722-3649) residing at 53C,

For AARBUR GREEN ESTATES LLP  
*Satyajeet Burman*  
Partner/ Authorized Signatory

For MULTICON PRESTIGE RESIDENCES LLP  
*Nijum Sanku*  
Authorized Signatory/ Designated Partner

033483

AARBUR GREEN ESTATES LLP

Serial No.....  
Name.....  
Address.....  
71, Park Street. (Room No.-14)  
Kolkata-700016

229. ATG Base Road

KOL-700020

18 AUG 2022

Date.....  
Licensed Stamp Vendor  
Srijit Sarkar



REGISTRAR  
OF ASSURANCES, KOLKATA  
19 AUG 2022



Saptaparni, 58/1, Ballygunge Circular Road, Post Office : Ballygunge, Police Station : Ballygunge, Kolkata - 700 019 (hereinafter referred to as "the Owner", which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-office and/or interest) of the **ONE PART AND MULTICON PRESTIGE RESIDENCES LLP** (having LLPIN : AAZ-4917 and PAN : ABSFM4551F), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its Registered Office at "Mansarowar", 3B, Camac Street, Police Station : Shakespeare Sarani, Post Office : Park Street, Kolkata - 700 016 represented by its Designated Partner, Mr. Arjun Singh Mehta (having PAN : ALUPM9955B and Aadhar No. 9393-6391-0859), son of Shri Dileep Singh Mehta residing at 13, Deshapriya Park West, Police Station : Tollygunge, Post Office : Kalighat, Kolkata - 700 026 (hereinafter referred to as "the Developer", which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-office and/or interest and/or assigns) of the **OTHER PART**;

**WHEREAS :**

- A. The Owner hereto is the full and absolute owner of **ALL THAT** the piece and parcel of land measuring 104.66 Satak more or less (equivalent to 63.32 Cottahs) more or less situate lying at and comprised in R.S. Dag Nos. 3325, 3329 and 3334 recorded in R.S. Khatian Nos. 832, 697 and 448 corresponding to L.R. Dag Nos. 3397, 3401 and 3406 recorded in L.R. Khatian No. 4125, all in Mouza Jagaddal, J.L. No. 71, under Police Station Sonarpur, being Municipal Holding No. 408 Dwarir Road, within the jurisdiction of Rajpur-Sonarpur Municipality in the District of South 24-Parganas together with buildings sheds and structures thereat (fully described in the **First Schedule** hereunder written and hereinafter referred to as "the said Property"). The facts about devolution of title to the said Property in favour of the Owner are mentioned in the **Fourth Schedule** hereunder written.
- B. The Developer has, through the Owner, submitted to the Rajpur-Sonarpur Municipality a building plan for construction of a New Building at the said Property. The Developer has represented to the Owner that it shall cause to be obtained sanction of such building plan from the Rajpur-Sonarpur Municipality within a maximum period of 60 days from the date hereof.



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ADDITIONAL REGISTRAR  
OF ASSURANCES II, CALCUTTA  
19 AUG 2022

- C. The Owner, being desirous of causing the said Property to be developed and commercially exploited, approached the Developer and upon mutual discussions and negotiations by and between the Parties, the Developer has agreed to develop the said Property for mutual benefit and for the consideration and on the terms and conditions hereinafter contained.

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

**1. DEFINITIONS AND INTERPRETATIONS :**

- 1.1 In these presents unless there be something contrary or repugnant to the subject or context:
- (a) **"Architects"** unless changed by the Parties, shall mean Sanon Sen & Associates of 5, Russel Street, Kolkata - 700 071.
  - (b) **"Association"** shall mean any Association of Persons, Society, Company or other body that may be formed of the Intending Buyers of the Saleable Areas along with the Owner and the Developer in respect of the Unsold Areas for operation, maintenance and management of the Common Areas and Installations and other Common Purposes (defined below);
  - (c) **"Building Complex"** shall mean and include the said Property and the New Building with Common Areas and Installations.
  - (d) **"Building Plan"** shall mean the plan to be sanctioned by the Rajpur-Sonarpur Municipality for construction of a New Building at the said Property and include all sanctionable modifications thereof and/or alterations thereto as may be made from time to time with the recommendation of the Architects.
  - (e) **"Common Areas And Installations"** shall mean and include the areas, installations and facilities as be expressed or intended by the Developer for common use of the Owner, the Developer and the Intending Buyers in such manner and to such extent as the Developer may deem fit and



proper, it being clarified that it shall be within the rights of the Developer to include or exclude any part of the Building Complex so as to form part of or not to form part of the Common Areas and Installations.

- (f) **"Common Expenses"** shall mean and include all fees, costs, charges and expenses to be incurred for the Common Purposes.
- (g) **"Common Purposes"** shall mean and include the purposes of managing, maintaining, up-keeping and administration of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the Intending Buyers; collection and disbursement of the Common Expenses (defined above); regulating mutual rights, obligations and liabilities of the Intending Buyers; and dealing with the matters of common interest of the Intending Buyers.
- (h) **"Deposits"** shall mean certain deposits to be taken by the Developer from the Intending Buyers of the Saleable Areas for the purposes as mentioned in Clause 7 hereunder written and such deposits shall not form part of the Net Revenue of the Project.
- (i) **"Developer's Share of Net Revenue"** shall mean 70% (seventy percent) of the Net Revenue.
- (j) **"Extras"** shall mean certain charges and expenses to be taken by the Developer from the Intending Buyers of the Saleable Areas for the purposes as mentioned in Clause 7 hereunder written and such charges shall not form part of the Net Revenue of the Project.
- (k) **"Intending Buyers"** shall include the persons desirous of owning or acquiring the Saleable Areas from the Parties hereto.
- (l) **"Net Revenue"** shall mean the Realizations made from the Project after deducting there-from the brokerage payable to the marketing agents/brokers for sale of the Saleable Areas.

- (m) **"Net Revenue Sharing Ratio"** shall mean the ratio of sharing of the Net Revenue between the Owner and the Developer being 30%:70% respectively.
- (n) **"New Building"** shall mean the buildings and other structures to be constructed by the Developer at the said Property.
- (o) **"Owners' Share of Net Revenue"** shall mean 30% (thirty percent) of the Net Revenue.
- (p) **"Parking Spaces"** shall mean and include the covered and open parking spaces at the said Property for parking of motor cars as planned by the Developer in consultation with the Architects.
- (q) **"Project"** shall mean (i) development of the said Property into a Building Complex and making the same fit for habitation, (ii) sale and transfer of all the Saleable Areas in the Building Complex in favour of Intending Buyers and (iii) all acts deeds and things to be done or caused to be done in respect thereof as per the terms of this Agreement.
- (r) **"Project Advocates"** unless changed by the parties, shall mean Messrs. Pankaj Shroff & Co., of Diamond Heritage, N611, 6<sup>th</sup> Floor, 16 Strand Road, Kolkata - 700 001, for the Project.
- (s) **"Project Bank Account"** shall mean the bank account to be opened for the Realizations relating to the Project as also mentioned in Clause 6 hereunder.
- (t) **"Realizations"** shall mean the sale proceeds, consideration, advances and other incomings received from the sale or otherwise transfer of the Saleable Areas or any part thereof or in any way relating to the Building Complex as mentioned in clause 6 hereunder, other than the Extras, Deposits and GST as mentioned in clause 7 hereunder.



- (u) **"said Act"** shall mean the Real Estate (Regulation and Development) Act, 2016 or any other act or law as may be applicable to the Project and wherever the context so permits include the rules framed thereunder and notifications passed in connection therewith;
- (v) **"said Property"** shall mean ALL THAT the piece and parcel of land measuring 104.66 Satak more or less (equivalent to 63.32 Cottahs) more or less situate lying at and comprised in R.S. Dag Nos. 3325, 3329 and 3334 recorded in R.S. Khatian Nos. 832, 697 and 448 corresponding to L.R. Dag Nos. 3397, 3401 and 3406 recorded in L.R. Khatian No. 4125, all in Mouza Jagaddal, J.L. No. 71, under Police Station Sonarpur, being Municipal Holding No. 408 Dwarir Road, in the District of South 24-Parganas within the jurisdiction of Rajpur-Sonarpur Municipality together with buildings sheds and structures thereat fully described in the **FIRST SCHEDULE** hereunder written and delineated in the plan annexed hereto duly bordered thereon in 'Red'.
- (w) **"Saleable Areas"** shall mean and include units (being flats, apartments, commercial spaces and other constructed spaces), covered parking spaces, open parking spaces, terraces attached to units, and other areas in the Building Complex capable of being transferred independently or as appurtenant to any unit and shall also include any area, signage right, or other right/privilege in the Building Complex capable of being commercially exploited or transferred for money.
- (x) **"Specifications"** shall mean the specifications as per which the New Building shall be constructed, erected and completed (details whereof are mentioned in **Second Schedule** hereto) Provided That such specifications may be upgraded from time to time by the Developer in consultation with the Architects.
- (y) **"Units"** shall mean and include the flats, apartments, commercial spaces and other constructed spaces to be constructed by the Developer in the New Building at the said Property.





- (z) The term or expression 'Party' according to the context refers to the Owner or the Developer and the term or expression 'Parties' refers to the Owner and the Developer jointly.

- 1.2 The paragraph heading and clause titles appearing in this agreement are for reference only and shall not affect the construction or interpretation of any terms hereof.
- 1.3 A singular word includes the plural, and vice versa.
- 1.4 A word which suggests one gender includes the other genders.
- 1.5 A Clause includes sub-clause/s, if any, thereof.
- 1.6 If a word has been defined, another part of speech of such word shall have the corresponding meaning.

## **2. AGREEMENT, CONSIDERATION AND APPOINTMENT :**

- 2.1 The Owner doth hereby contribute and provide the said Property, free from all encumbrances and liabilities, to the Developer and permit and grant the Developer the sole exclusive right and authority to develop the New Building at the said Property in the manner mentioned hereunder and to market, commercially exploit and sell or otherwise transfer all the Saleable Areas thereat and do all acts deeds and things to be done or caused to be done in connection therewith, for mutual benefit and for consideration and on the terms and conditions hereinafter contained.
- 2.2 In consideration of the Owner contributing the said Property as aforesaid, the Developer has agreed to develop the New Building on the said Property at its own costs and expenses and as per Building Plan to be sanctioned by the Rajpur-Sonarpur Municipality and Specifications as mentioned in the Second Schedule hereunder. All costs and expenses incurred by the Owner for the Project till date (including sanction of Building Plan) shall be reimbursed by the Developer to the Owner.
- 2.3 All Realizations made by the Developer from sale of the Saleable Areas shall be deposited in the Project Bank Account as mentioned in Clause 6 hereinbelow. The Net Revenue generated from the Project shall be shared between the Owner and the Developer in the Net Revenue Sharing Ratio of 30%:70% respectively subject to the provisions contained in Clause 6.4 hereinbelow.



- 2.4 With effect from the date of execution hereof, the Developer shall have the sole and exclusive rights, authorities and entitlements (a) to the Project, (b) to the Developer's Share of Net Revenue, (c) to the entirety of the Extras and Deposits and other amounts as herein mentioned and (d) to all other properties benefits and rights as developer hereby granted and/or agreed to be granted to the Developer or to which the Developer is entitled hereunder AND the Owner shall be entitled (a) to the Owner's Share of Net Revenue and (b) to all other properties benefits and rights hereby granted and/or agreed to be granted to the Owner or to which the Owner is entitled hereunder on and subject to the terms and conditions hereinafter contained.
- 2.5 In case at any time after the sanction of the Building Plan, any additional area beyond those sanctioned thereunder can be lawfully constructed at the said Property or any part thereof, due to changes in any law, rules, regulations or bye-laws or otherwise, the Net Revenue realized from sale and transfer of such additional construction and all appertaining right title and interest therein and in the said Property shall accrue to and belong to the Owner and the Developer in the same Net Revenue Sharing Ratio of 30%:70% respectively and such additional construction shall be developed on the same principles herein contained.
- 2.6 The Parties admit and acknowledge that the essence of the contract shall be timely completion of the Project, maximum utilization of the available FAR (Floor Area Ratio) as per the applicable laws, rules and regulations of the Rajpur-Sonarpur Municipality and realization of maximum revenue from sale of the Saleable Areas and that each of the promises herein contained is the consideration for the other.
- 2.7 The Owner has informed the Developer that the Owner has entered into Agreements and/or is in the process of acquiring further lands lying adjacent to and on the North and North-eastern side of the said Property in the same Mouza Jagaddal, J.L. No. 71, Police Station : Sonarpur, District South 24 Parganas (hereinafter referred to as "the Adjacent Properties") and the Developer intends to develop the Adjacent Properties in a phase-wise manner as a single integrated project in future on the same terms and conditions herein contained. In this regard, the Parties hereto have expressly agreed that:

- (a) the Parties hereto, the Intending Buyers and the buyers of units in the Adjacent Properties shall at all times be entitled to use the common areas, facilities, installations, paths, passages, etc. of and in the Project including for their ingress and egress with or without materials and vehicles and for all lawful purposes viz-a-viz for laying drainage sewerage water electricity lines under such common paths and passages of the Project; and
- (b) the Intending Buyers and the buyers of units in the Adjacent Properties shall bear and pay proportionate costs charges and expenses for maintenance management and upkeep of such common areas, installations, facilities, paths and passages of the Project as well as the Adjacent Properties.

**3. TITLE DEEDS AND MARKETABILITY OF TITLE :**

- 3.1 Upon execution of these presents, the Owner shall keep the original Title Deeds in respect of the said Property at its Registered Office until completion of sale and/or transfer of the Saleable Areas in respect of the aforesaid Project. The Developer, however, shall be entitled to have inspection and/or production of such original Title Deeds before the respective authority or authorities, Bank or Intending Buyers for their perusal and inspection and in such case the Owner agrees to extend necessary co-operation to the Developer.
- 3.2 Upon completion of construction of the Building Complex and transfer of all Transferable Areas in entirety and formation of the Association of unit owners thereof, the original Title Deeds of the said Property shall be delivered to the Association.
- 3.3 The Owner shall ensure that it will keep its title to the said Property free from all encumbrances and liabilities whatsoever till completion of the Project.





- 4. CONSTRUCTION AND DEVELOPMENT OF THE BUILDING COMPLEX BY THE DEVELOPER :**
- 4.1 Survey & Soil Testing :** The Developer shall at its own costs and expense carry out necessary survey and soil testing and other preparatory works in respect of the development of the said Property.
- 4.2 Preparation and Sanction of Building Plan :** The Developer has, at its own costs, charges and expenses caused to be prepared by the Architects the Building Plan and submitted the same, through the Owner, to Rajpur-Sonarpur Municipality who are in the process of sanctioning the same for construction of the New Building at the said Property. The Developer has represented and assured the Owner to obtain sanction of such building plan from the Rajpur-Sonarpur Municipality within a maximum period of 60 days from the date hereof.
- (a) One set of the finally sanctioned Building Plan shall be handed over by the Developer to the Owner upon sanction thereof. The Owner shall be entitled to inspect the original of the same at any time.
- 4.3 Demolition of Existing Structures :** The Developer shall be entitled to demolish or cause to be demolished the existing building and/or structures standing thereon. Upon demolition of the existing buildings and structures all proceeds from the sale of debris after deducting therefrom the cost of demolition thereof shall belong to the Owner.
- 4.4 Approvals for Development :** The Developer shall, at its own costs and expenses, apply for and obtain all other permissions, clearances, No Objection Certificates and other approvals in the name of the Owner, as may be required for carrying out development of the Building Complex.
- 4.5 Construction :** The Developer shall, at its own costs and expenses, construct and build the Building Complex (including the Common Areas and Installations) as per the Specifications mentioned in the **Second Schedule** hereunder written and upon due compliance of the Building Plan sanctioned by the Rajpur-Sonarpur Municipality and laws affecting the same as it may be advised by its Architects or directed by the Rajpur-Sonarpur Municipality or other authorities. In the Building Complex, the Developer shall provide all necessary Common Areas and Installations.



- (a) The Developer shall be in the control, management and supervision of all construction and development activities at the said Property from the date hereof.
- (b) At all times during the construction of the Building Complex, the Owner and/or its authorized agents will be at liberty to view the progress of construction thereof.

4.6 **Construction Team** : The Architects and the entire team of people required for planning and construction of the Building Complex shall be such persons as may be selected by the Developer. All persons employed by the Developer for the purpose of construction such as Architects, Contractors, labourers, care-takers, etc., shall be the persons under appointment from and/or employees of the Developer and the Owner shall not in any way be liable or responsible for their salaries, wages, remuneration etc., or their acts in any manner whatsoever and shall have no responsibility towards them or any of them and all the responsibilities in that behalf shall be of the Developer.

- (a) The Developer hereby undertakes to keep the Owner indemnified against all third party claims, accidents, mishaps, actions arising out of any sort of act or omission of the Developer or its employed/engaged persons and/or construction team during the period of development of the said Property or in the matter of construction of the said New Building or in deviation of the Building Plan (including for any defect therein for the period as prescribed under the said Act and other applicable laws).

4.7 **Utilities required for construction and use of the Building Complex** : The Developer shall be entitled to apply for and obtain temporary and/or permanent connections of water, electricity, drainage, sewerage and/or other utilities inputs and facilities from the appropriate authorities required for development of the Building Complex, at its own cost. Without affecting its entitlement as aforesaid, the Developer shall be entitled to use the existing connections of water, electricity, drainage, sewerage and/or other utilities inputs and facilities at the said Property and costs for user of such existing utilities and facilities shall be a part of cost of development of the Building Complex and be paid by the Developer.





- 4.8 **General Authority** : The Developer shall be authorized and empowered in the name of the Owner to apply for and obtain all permissions, approvals and clearances from any authority whether local, state or central for the construction of the Building Complex and also to sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the appropriate authorities from time to time for making constructions, reconstructions, modifications, additions and/or alterations in or for the Building Complex or any portion thereof and/or for obtaining any utilities and permissions and/or doing all acts deeds and things in compliance of the Building Plan sanctioned by the Rajpur-Sonarpur Municipality and laws affecting the same as they may be advised by their Architects or directed by the Rajpur-Sonarpur Municipality or other authorities.
- 4.9 **Time for Completion of Construction** : Subject to force majeure, the Developer shall construct the New Building within 48 (forty-eight) months from the date of execution hereof and in case the Developer fails to complete the construction of the New Building within the aforesaid stipulated time, in such case the said period shall be extended by a grace period of 12 (twelve) months.
- (a) **"Force Majeure"** shall mean delays or obstruction or interference whatsoever in completion of the Building Complex at the said Property, or in compliance of any obligation of the Developer hereunder or arising out herefrom, due to fire, earthquake, storm, lightning, flood, riots, epidemic, pandemic, lock-down, civil commotion and disturbances, insurgency, enemy action or war or such other unforeseen natural calamities or Act of God; or non-availability of essential building materials or labour; or due to any injunctions/orders of any government, municipality and other authorities restraining the construction of the New Building at the said Property or any part thereof; or any activity beyond the control of the Developer.
5. **MARKETING AND TRANSFER OF SALEABLE AREAS :**
- 5.1 **Marketing**: The Owner agrees and doth hereby appoint the Developer to be exclusively entitled to do the marketing of the entire Saleable Areas in the Building Complex, i.e. to say (i) advertise, publicize, put hoardings, print



pamphlets/brochures, etc. for the Project, (ii) appoint consultants, marketing agents, brokers, selling agents for the Project and (iii) otherwise do all acts deeds and things required for the marketing of the Saleable Areas in the Building Complex to sell and transfer the same to Intending Buyers. The base selling price at all stages of construction shall be determined by the Developer keeping in view the market practice and market prices in the vicinity and the Developer shall inform the Owner in respect thereof and the Owner shall also join with the Developer as party to the Agreements for Sale to be entered with the Intending Buyers.

5.2 **Brokerage :** The Parties have agreed that a fixed sum of 2% (two percent) of the sale price shall be payable as brokerage to marketing agents for mediating sale of the Saleable Areas at an appropriate time after receipt of the booking amount from the Intending Buyers. Such brokerage shall be shared by the Owner and the Developer in the Net Revenue Sharing Ratio out of the Realizations.

5.3 **Transfer :**

- (a) For sale and transfer of the Saleable Areas to the Intending Buyers, the Owner agrees to grant sell convey and transfer proportionate undivided share in the land of the said Property to such Intending Buyers, and both the Owner and the Developer agree to grant sell and transfer their respective share right title and interest in the Saleable Areas to such Intending Buyers.
- (b) Both the Owner and the Developer shall be parties to all contracts, agreements, deeds of sale/transfer and documents pertaining to sale and transfer of the Saleable Areas of the Building Complex in favour of the Intending Buyers. It has been mutually agreed between the Parties that, in the event Mr. Satyajeet Burman or Mr. Shekhar Burman, Partners of the Owner - Aarbur Green Estates LLP, are not available for executing any Agreement for Sale or Deed of Conveyance of Units in the Project on behalf of the Owner within 10 days of being so intimated by the Developer in writing, the Developer shall become entitled to execute the Agreement on behalf of the Owner and in this regard the Owner shall execute and register necessary Power of Attorney in favour of the Developer to execute and register such documents of transfer in favour of the Intending Buyers

on behalf of the Owner. The cost of Stamp Duty and Registration Fees on such documents of transfer shall be borne and paid by the respective Intending Buyers.

- 5.4 The sale of the Saleable Areas (including the land comprised in the said Property or any share thereof as being property appurtenant to any Saleable Area) in favour of Intending Buyers shall be free from all encumbrances whatsoever created made done or suffered by the Owner or the Developer and any claim, liability or encumbrance (not being any encumbrance created pursuant to any Intending Buyer taking housing loan) if so found to be affecting such Saleable Area shall be promptly and diligently cleared by the Party responsible for the same.
- 5.5 All agreements, deeds of sale/transfer of Saleable Areas and documents otherwise relating to the Project shall be such as be drafted by the Project Advocates.
- 5.6 After execution of any Agreement for Sale and/or Deed of Sale/transfer in respect of any portion of the Saleable Areas with any Intending Buyer, the Developer shall send a signed copy of the same to the Owner for their record.

6. **PROJECT BANK ACCOUNT, REALIZATIONS AND ACCOUNTING :**

- 6.1 **Project Bank Account :** The parties have agreed that the Owner and the Developer shall open an Escrow Account in any Bank and all Realizations made from the Intending Buyers at the time of booking, Agreement for Sale and completion of sale or transfer of the Saleable Areas or any part thereof or in any way relating to the Building Complex, other than the Extras, Deposits and GST mentioned in clause 7 hereunder, shall be deposited in the Project Bank Account with clear instructions to the Banker to forthwith make payment of 30% of such Realizations to the Owner's separate Current Account to be opened in the selfsame Bank and the balance 70% to the Developer's separate Current Account to be opened in the selfsame Bank. It is clarified that in case any portion of Extras, Deposits and/or GST is paid by an Intending Buyer in the Escrow Account, then and in such event the Owner shall reimburse any amount received on such account to the Developer, forthwith.




- 6.2 The cheques/pay orders and other negotiable instruments in respect of the said Realizations shall be received in the name of the Project Bank Account and shall be deemed to have been received by the Parties in the Net Revenue Sharing Ratio and be absolutely binding on the Parties hereto. All receipts issued by the Developer, for self and on behalf of the Owner, shall be binding on the Owner and shall be a valid discharge to the persons making such payment.
- 6.3 In case of cancellation of any booking or Agreement for Sale in respect of any Saleable Area, both the Owner and the Developer shall be liable to refund the advances/part payments until then received by them from such Intending Buyer in their Net Revenue Sharing Ratio. Any amount forfeited from the Intending Buyer due to cancellation of any booking or Agreement for Sale shall be shared and distributed between the Parties in the Net Revenue Sharing Ratio after adjustment of brokerage if so paid to any marketing agent/person for such transaction.
- 6.4 **Distribution of Realizations** : All Realizations shall be distributed between the Owner and the Developer in the following manner :
- (i) A sum equivalent to 29.40% of the Realizations shall be transferred to the Owner; and
  - (ii) A sum equivalent to 70.60% of the Realizations shall be transferred to the Developer which would take into account the payments on account of Brokerage as mentioned in Clause 5.2 above.
- 6.4.1 All Extras and Deposits charged to the Intending Buyers shall be received by the Developer separately as mentioned in Clause 8 hereunder and the Developer shall not be required to deposit the same in the Project Bank Account.
- 6.4.2 It is clearly understood that the Owner and the Developer shall be liable for payment of Goods and Services Tax collected from the Intending Buyers from time to time.





6.5 **Accounting** : It has been agreed between the parties that both the Owner and the Developer shall periodically be entitled to cross-check and/or verify the statements of the said Project Bank Account and they shall exchange the statements thereof amongst themselves to make the accounting transparent and for which the said Bank shall be instructed to furnish the statements of the said Project Bank Account to the Owner.

6.5.1 The accounting in respect of the Project shall be done quarterly by the Developer. The Owner shall be entitled to inspect the books of accounts at any time and to take such extracts and abstracts therefrom as may be required.

6.5.2 The final accounting in respect of the Project shall be completed within 12 (twelve) months of completion of the Building Complex and sale of all the Saleable Areas thereat or earlier if the parties mutually agree and all amounts and balances lying in the Project Bank Account shall be appropriated between the Owner and the Developer in the Net Revenue Sharing Ratio.

7. **EXTRAS, DEPOSITS AND GST :**

7.1 **Extras** : In addition to the consideration, the Developer shall be entitled to charge from the Intending Buyers of the Saleable Areas in the Building Complex certain expenses concerning the Project mentioned under the heading 'Extras' in the **THIRD SCHEDULE** hereunder written.

7.2 **Deposits**: The Developer shall also be entitled to take deposits on certain heads to secure the obligations and liabilities of the Intending Buyers (including from the Owner to the extent of its portion or share in the Building Complex), mentioned under the heading "Deposits" in the **THIRD SCHEDULE** hereunder written.

7.3 **GST**: The Goods and Services Tax ('GST') charged from the Intending Buyers shall be transferred in a separate bank account to be operated by the Developer to meet the payments on account of GST. In case any other tax, levy or imposition by any name called is introduced or becomes chargeable from the Intending Buyers in addition to GST then the same shall also be transferred to such separate account. The Developer shall make timely payment of GST and other taxes collected from the Intending Buyers to the concerned authority.



7.4 Notwithstanding anything to the contrary contained herein, it is expressly agreed that any amount received from the Intending Buyers on account of Extras, Deposits, GST and the like amounts, shall be appropriated by the Developer to its own account in its entirety and the Developer shall be free to account for the same separately and not keep such amounts in the Project Bank Account.

7.5 Upon completion of construction of the New Building and formation of the Association of the Intending Buyers, the Developer shall transfer the Deposits lying with it to such Association of the Intending Buyers.

8. **UNSOLD AREAS :**

8.1 All Saleable Areas in respect of which no Agreement for Sale and/or transfer and/or bookings are made prior to completion of construction of the New Building at the said Property (herein referred to as "Unsold Areas") shall, after completion of the Building Complex, be identified and allocated by the Parties amongst themselves, with 30% of the Unsold Areas together with the proportionate undivided share in the land of the said Property and the Common Areas and Installations attributable thereto being allocated to the Owner (hereinafter referred to as "the Owner's Areas") and 70% of the Unsold Areas together with the proportionate undivided share in the land of the said Property and the Common Areas and Installations attributable thereto being allocated to the Developer (hereinafter referred to as "the Developer's Areas"). Such separate allocation shall be done on pari passu basis (having regard to location, nature of use, stage of construction, etc.) and in a manner that, as far as possible, there is no extra advantage arising therefrom to either the Owner or the Developer.

8.2 As between the Owner and the Developer, all the Extras and Deposits mentioned in Clauses 7.1 and 7.2 above in respect of all Unsold Areas in the Building Complex shall be the joint liability of the Owner and the Developer in the Net Revenue Sharing Ratio and the Owner shall pay its 30% share thereof within 60 days of allocation of the Owner's Areas and Developer's Areas in terms of clause 8.1 above.



- 8.3 Further, both the Owner and the Developer shall bear and pay the maintenance charges and other outgoings in respect of their respective allocations in such Unsold Areas.
- 8.4 In case of separate identification and allocation of the Unsold Areas in terms of clause 8.1 hereinabove, the Parties have agreed that :
- (a) All contracts executed by the Parties hereto with Intending Buyers in respect of any Saleable Area prior to such separate allocation, shall be fulfilled, complied with and given effect to in the abovementioned manner agreed in this Agreement and no separate allocation shall be made in respect of such Saleable Areas.
  - (b) The Owner's Areas shall absolutely belong to the Owner and the Developer's Areas shall absolutely belong to the Developer.
  - (c) All Agreements and stipulations of this Agreement with regard to the marketing and sale of the Saleable Areas by the Developer, deposit of the Realizations in Project Bank Account and appropriation of the Realizations shall insofar as the Unsold Areas are concerned will not be applicable.
  - (d) The Owner shall be entitled to sell and transfer the Owner's Areas, independently to Intending Buyers at such consideration and on such terms and conditions as it may deem fit and proper without any obstruction or consent of the Developer and similarly the Developer shall be entitled to sell and transfer the Developer's Areas independently to Intending Buyers at such consideration and on such terms and conditions as it may deem fit and proper without any obstruction or consent of the Owner **Provided that** all Agreements, Sale Deeds and other documents of transfer relating to such separately identified Unsold Areas of the Owner and the Developer shall be caused to be prepared by the Owner and the Developer through the Project Advocates and both the Owner and the Developer shall incorporate and ensure fulfillment and compliance of all restrictions obligations conditions and covenants contained herein and as be adopted by the Developer for the user and maintenance of the Building Complex and for the Common Purposes.





- (e) The Owner shall at the cost of the Developer, join in the Agreements, Sale Deeds and other documents of transfer that may be executed by the Developer relating to the Developer's Areas for conveying or agreeing to convey the proportionate undivided share in the land comprised in the said Property relating and attributable to the Developer's Areas. Although not required, the Developer shall if so requested by and at the costs of the Owner, join in as confirming party to all Agreements, Sale Deeds and other documents of transfer relating to the Owner's Areas.
- (i) Simultaneously with the identification and separate allocation of Unsold Areas, the Owner shall execute and/or register one or more power of attorney in favour of the Developer and/or its nominee for or relating to sale and/or transfer of the Developer's Areas or any property benefit or right appurtenant thereto and other similar purposes as may be required by the Developer and similarly the Developer shall execute and/or register one or more Power of Attorney in favour of the Owner and/or its nominee for or relating to sale and/or transfer of the Owner's Areas or any property benefit or right appurtenant thereto and other similar purposes as may be required by the Owner.
- (f) All other properties, rights, authorities and benefits of the Developer in respect of the Building Complex, including exclusive control for development of the Project and management of the Building Complex shall continue to be with the Developer as before.

8.5 The detailed terms and conditions of such separate allocation shall be documented in a separate document that may be entered into by the Parties at the material time.

9. **POWERS OF ATTORNEY :**

9.1 The Owner shall simultaneously with the execution hereof execute and/or register one or more Powers of Attorney in favour of the Developer namely **MULTICON PRESTIGE RESIDENCES LLP** having its Registered Office at "Mansarowar", 3B, Camac Street, Police Station : Shakespeare Sarani, Post Office : Park Street,



Kolkata - 700 016 granting all necessary powers and authorities to implement and effectuate this agreement and any other Agreements entered between the Parties in connection with the Building Complex or the said Property including for the development of the Building Complex and commercial exploitation of the Saleable Areas, sanction, modification and/or alteration of the Building Plan, construction of the Building Complex, sale and transfer of proportionate share in the land comprised in the said Property and the Owner's share right title and interest of and in the Saleable Areas, etc.

**10. COMMON PURPOSES :**

- 10.1 As a matter of necessity the Owner and the Developer and all Intending Buyers deriving right title or interest from them shall in occupying, using and enjoying their respective areas would be bound and obliged to observe fulfill and perform the rules regulations obligations covenants and restrictions from time to time put in force by the Developer for the quiet and peaceful use enjoyment and management of the Building Complex and in particular the Common Areas and Installation and to pay, regularly and punctually, municipal and other rates and taxes, water tax, electricity charges (including minimum guarantee charges, if any), and all other taxes, impositions, levies, fees, cess, betterment fees or development charges, statutory liabilities under any statute rules and regulations and other outgoings whether existing or as may be imposed or levied or enhanced at any time in future on or in respect of their respective areas in the Building Complex and also to pay proportionate share of the common expenses and monthly maintenance charges, generator operation charges etc., at such rate as be determined by the Developer for the Building Complex.
- 10.2 The Developer shall form an Association of the persons who have purchased Units in the Building Complex for the management and maintenance of the Building Complex and rendition of common services in common to all the Owners and occupiers thereof and dealing with matters of common interest and until such time as such Association is formed, the Developer or its nominee shall look after such activities.



**11. OWNER'S COVENANTS :**

- 11.1** The Owner doth hereby agree and covenant with the Developer to render all assistance and co-operation to the Developer for all or any of the purposes contained in this Agreement and not to cause any interference or hindrance in the construction of the Building Complex at the said Property by the Developer and/or sale of the Saleable Areas and not to do any act deed or thing whereby any right of the Developer hereunder may be affected or the Developer is prevented from making or proceeding with the Project.
- 11.2** The Owner doth hereby further agree and covenant with the Developer not to let out, grant lease/license, mortgage, charge, sell, transfer, alienate or otherwise encumber or part with possession of or create any interest of a third party into or upon the said Property or any part or portion thereof or any construction thereon as from the date hereof save only in accordance with the terms and conditions hereof.

**12. DEFAULTS :**

- 12.1** In case the Developer fails and/or neglects to complete the construction of the New Building and obtain the completion certificate from the Rajpur-Sonarpur Municipality in respect thereof within the period stipulated in Clause 4.9 hereinabove (including the grace period mentioned therein), the Developer shall be liable to pay to the Owner interest @12% (twelve percent) per annum on the amount pertaining to the Owner's Share of Net Revenue that remains unrealized due to such delay against sale of Saleable Areas already agreed to be sold by that time as pre-determined liquidated damages. Further, the Developer shall also be responsible for all claims and demands of the Intending Buyers and shall be liable to keep the Owner saved harmless and indemnified from any loss damage cost action or proceeding as may be suffered by the Owner due to such delay.
- 12.2** In the event of there being delay in construction of the New Building by the Developer beyond a period of 01 (one) year than what is agreed and stipulated in Clause 4.9 hereinabove (including the grace period mentioned therein), then and in such event the Owner shall, at its sole discretion, be entitled to EITHER grant further time to the Developer in lieu of damages agreed to be paid by the





Developer as mentioned in Clause 12.1 hereinabove OR to assume and take over the Project from the Developer subject to compliance of the provisions of the laws, if any applicable for such purpose AND to complete the construction of New Building with its own finance and in the event of the Owner assuming and taking over the Project the Owner shall be entitled to actual cost of construction as certified by the Architects, marketing costs and the sanction fee for revalidation of the Building Plans, if any, and all other costs charges and expenses incurred by the Owner on the Project along with a mark-up of 20% (twenty percent) thereon (collectively referred as "Remaining Costs"). All subsequent Realizations shall be collected and realized by the Owner and of which 30% shall be appropriated by the Owner towards its share of Realizations to its sole benefit. The Owner shall also be entitled to interest @15% on its net investments, i.e. after adjusting the amounts received by it towards 70% share of the Developer in the Net Revenue out of the subsequent Realizations (hereinafter referred as "Interest on Net Investments").

12.3 In case of the Owner assuming/taking over the Project as aforesaid the following terms and conditions shall apply :

- (a) all rights, powers and authorities of the Developer under this Agreement shall stand suspended and vested in the Owner absolutely;
- (b) all Realizations shall be received by the Owner alone;
- (c) upon completion of the Project an account shall be made and upon adjustment of the entire liabilities of the Developer and all costs, compensation, damages and the Remaining Costs and Interest on Net Investments as envisaged above from out of the amounts falling to the share of the Developer in terms of this Agreement, if any residue remains payable to the Developer the same shall be paid by the Owner to the Developer (without interest) and if there is any deficit, the same shall be paid by the Developer to the Owner with interest @15% per annum within 30 days of the finalization of the accounts as aforesaid;
- (d) as after the date of accounting and settlement as stated in sub-clause (c) **Immediately preceding**, any Unsold Areas that may then remain in the Project shall be distributed between the parties in accordance with the terms hereof and after taking into account the amounts, if any due and payable by the Developer to the Owner under sub-clause (c) immediately preceding and not paid within the stipulated period.

- 12.4 Any GST (Goods and Services Tax) applicable on the damages payable by the defaulting party to the other party or to any third party under this Agreement shall be borne and paid by the defaulting party alone and such defaulting party shall keep the other party fully saved harmless and indemnified of and from all losses damages actions claims demands or proceeding suffered by them due to non-payment or delay in payment of the same.
- 12.5 In case either Party hereto is wound-up, liquidated, declared insolvent or bankrupt or in case of commencement of any corporate insolvency resolution process against either Party, the other Party shall be entitled to terminate the contract envisaged herein and either Party shall be entitled to refer the matter for arbitration and seek relief and damages against the other before the arbitral tribunal.
- 12.6 All damages and penalty on account of interest ascertained in these presents have been mutually fixed by the Parties hereto and the Parties declare that the same are just and reasonable and neither Party shall be entitled to question or dispute the same in future.
- 12.7 The Parties have expressly agreed that neither Party shall be entitled to claim losses from the other Party on account of loss of business, anticipated loss of profits, loss of goodwill, etc.
- 12.8 Nothing contained hereinabove shall affect the right of either party to sue the other for specific performance of this contract and/or damages.
13. **INDEMNITY;**
- 13.1 Both the parties shall indemnify and keep the other party fully saved harmless and indemnified from and against all or any possible loss damage cost claim demand action prosecution penalty or proceeding that they or any of them may suffer or incur owing to any default or negligence of the other in carrying out their respective obligations in terms of this Agreement.





**14. OTHER OBLIGATIONS OF THE DEVELOPER :**

- 14.1 The Developer agrees, covenants and undertakes to carry out the construction of the Project at its own risks and liability and without in any manner affecting the right, title and interest of the Owner into and/or upon the said Property and the construction thereat and also to obtain registration of the Project under and comply with all the provisions of the said Act or any other laws applicable to the Project.

**15. MISCELLANEOUS :**

- 15.1 All municipal rates taxes and other outgoings payable in respect of the said Property up to the date of execution hereof shall be paid borne and discharged by the Owner. All such taxes and outgoings accruing in respect of the said Property from the date of execution hereof till the date of the Intending Buyers of the Saleable Areas becoming liable for payment of the same shall be borne and paid by the Developer. Further, with effect from the date of completion certificate being issued in respect of the Building Complex, the Parties shall respectively bear all such municipal rates taxes and other outgoings in respect of their share in the Unsold Areas or their allocated separate areas, as the case may be, independently.
- 15.2 The Intending Buyers shall be entitled to take housing loans from any Banks or Financial Institutions for the purpose of payment of the price/consideration, extras and deposits and/or stamp duty, registration fees etc. payable by them in respect of their respective Saleable Areas.
- 15.3 Limited to raising construction finance upto a maximum limit of Rs.15,00,00,000/- (Rupees fifteen crore only) as per progress of construction and using the same only for the Project, the Developer shall, after sanction of the Building Plan, be entitled to create a charge on its share of Realization as defined in Clause 6.4(i) hereinabove in favour of a Bank/financial institution/NBFC upon notice to the Owner and giving details of the finance obtained by the Developer and the terms thereof, it being clearly understood that the Realization attributable to the Owner as defined in Clause 6.4(ii) shall always remain free from any such charge. The Developer shall be entitled to secure such construction finance/loan





by creating a mortgage/charge on the land of the said Premises by depositing the Original Title documents with the lender. It is, however, clearly understood that the Owner, at no point of time, shall be responsible for any debts raised by the Developer towards construction finance and in case due to any non-payment or delay in payment of interest or principal amount by the Developer, the Owner suffers any loss, damage, cost, claim, demand, action or proceeding, the Developer shall indemnify and keep the Owner fully saved harmless and indemnified in respect thereof.

- 15.4 The area of all the Units in the Building Complex shall be such as be determined by the Architects.
- 15.5 The name of the Building Complex shall be 'Prestige Residences' or such other name as be decided by the Developer.
- 15.6 Each party represents and warrants that it has the full right and authority to enter into this Agreement. Each party represents and warrants that it has and covenants that it shall continue to have full right and authority to perform its obligations hereunder. The signatories of each party represent and warrant that they have full right and authority to execute this Agreement on behalf of each such party.
- 15.7 If any of the provisions of this Agreement is held or found to be unenforceable, illegal or void, all other provisions will nevertheless continue to remain in full force and effect. The parties shall nevertheless be bound to negotiate and settle a further provision to this Agreement in place of the provision which is held or found to be unenforceable, illegal or void, to give effect to the original intention of the parties and which would be enforceable, legal and valid.
- 15.8 The failure of either party to insist upon a strict performance of any of the terms or provisions of the Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.



- 15.9 This instrument constitutes the entire Agreement between the parties as to the said Property and/or the subject matter hereof and supersedes all previous writings, if any, with respect thereto.
- 15.10 No modification or amendment to this Agreement shall be valid or binding unless made in writing and duly executed by the Parties.
- 15.11 This Agreement has been executed in two counterparts, each of which shall be deemed to be an original and both counterparts shall together constitute one and the same instrument.
16. **NOTICE** ; Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by registered post/speed post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.
17. **ADJUDICATION OF DISPUTES** : In the event of any disputes or differences between the Parties hereto concerning or arising out of this Agreement, the Parties shall try to resolve the same amicably through mutual discussions, negotiations, mediation by common friends, failing which the Parties shall refer the disputes for arbitration. In the case of Arbitration, the Parties shall first mutually try to appoint one Sole Arbitrator, failing which one Arbitrator each will be nominated by each Party, and the two nominated arbitrators shall appoint a Referee. Any process of Arbitration shall be conducted under the Arbitration and Conciliation Act, 1996, as amended from time to time. The decision of the Arbitral Tribunal, as the case may be, will be final and binding on both Parties. The Arbitration shall be held at Kolkata and in English language.
18. **JURISDICTION** ; Only the Hon'ble High Court at Calcutta and the Courts within the District of South 24 Parganas having territorial jurisdiction over the said Property shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.



**THE FIRST SCHEDULE HEREINABOVE REFERRED TO:****(said Property)**

**ALL THAT** the piece and parcel of land measuring 104.66 Satak more or less (equivalent to 63.32 Cottahs) more or less situate lying at and comprised in R.S. Dag Nos. 3325, 3329 and 3334 recorded in R.S. Khatian Nos. 832, 697 and 448 corresponding to L.R. Dag Nos. 3397, 3401 and 3406 recorded in L.R. Khatian No. 4125, all in Mouza Jagaddal, J.L. No. 71, under Police Station Sonarpur, being Municipal Holding No. 408, Dwarir Road, in the District of South 24-Parganas within the jurisdiction of Rajpur-Sonarpur Municipality together with buildings sheds and structures thereat and delineated in the plan annexed hereto duly bordered thereon in "Red" and butted and bounded as follows:

- On the North** : Partly by each R.S. Dag Nos. 3330, 3331, 3332 and 3333 of Mouza Jagaddal;
- On the South** : Partly by municipal road Dwarir Road and partly by Proposed Road (acquired for road from a portion of R.S. Dag No. 3325 of Mouza Jagaddal);
- On the East** : Partly by each R.S. Dag Nos. 3331, 3332, 3333 and 3335 of Mouza Jagaddal;
- On the West** : By Proposed Road (acquired for road from a portion of R.S. Dag No. 3325 of Mouza Jagaddal).

**OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situate butted bounded called known numbered described or distinguished.

**Be It Mentioned That** the aggregate built up area of the buildings sheds and structures at the said Property is 2230 Square Meter more or less.



**THE SECOND SCHEDULE HEREINABOVE REFERRED TO :  
(SPECIFICATIONS)**

**Internal Specification :**

Wall Finish	Interior - Brickwork with POP/Putty
Flooring	Bedrooms - Vitrified Tiles
	Living / Dining - Vitrified Tiles
	Verandah - Vitrified Tiles
	Party Hall- Vitrified Tiles
Kitchen	Granite Platform with Champhered / Honed Edges
	Anti Skid Tiles on Floor
	Stainless Steel Sink
	Ceramic Tiles on Wall upto 2 feet above the Platform / Counter
	Power point for Refrigerator, Water Purifier, Exhaust fan.
Toilet	Anti Skid Tiles on Floor
	Ceramic Tiles on Wall upto Door Height
	Sanitaryware with Modern Design Commode
	CP Fittings of Single Lever Technology of Hindware or equivalent
	Power point for Geyser, Exhaust Fan.
	Plumbing provision for Hot & Cold Water
Door & Window	Main Door - High Quality Commercial Flush Door with Decorative Handle
	Main Door Fittings - Night Latch, Eyepiece
	Internal Doors - Commercial Flush Doors
	Internal Door Fittings - Handles, Door Stopper etc
	Windows - UPVC/Aluminium Sliding / Openable Windows with Glass Panes




Electricals	AC Point in Living / Dining & All Bedrooms
	Pre-fitted Ledge for AC Outdoor fitting
	Cable TV, Telephone Points in Living / Dining & All Bedrooms
	Necessary 15 Amps & 5 Amps Electrical Power Points
	Wiring with Central MCB / RCB
	Door Bell Point at the Main Door
	Modular Switches

**Common Area Specification :**

Staircase & Floor Lobby	Tiles in Staircase
	Vitrified Tiles in Lobby
	M.S. Railing with Handrail
Elevator	Passenger Elevator of Kone / ThyssenKrupp / Equivalent
Electricals	Intercom System
	CCTV
	Fire Alarm

**THE THIRD SCHEDULE HEREINABOVE REFERRED TO :**

**(EXTRAS AND DEPOSITS)**

**EXTRAS shall include :**

- (a) the full costs charges and expenses for making by the Developer any additions or alterations and/or for providing at the request of the Intending Buyer any additional facility and/or utility in or relating to the any Unit or Saleable Areas in excess of the standard specifications agreed to be provided for the Project;
- (b) all costs charges and expenses for providing any facility or utility or for any installation or amenity, common or otherwise, in addition or up-gradation to those planned to be provided by the Developer.




- (c) fees, costs, charges and expenses (including service charges and like) for obtaining electricity connection and electricity line in or for the said Property (including HT or LT supply, Transformer, Switch gear, cable trench, Sub Station and the like) payable to electricity service provider for electric meter;
- (d) Security deposit and all additional amounts or increases thereof payable to the CESC Limited or other electricity service provider for electricity connection at the Building Complex.
- (e) fees, costs, charges and expenses for installing one or more generators and like other power backup apparatus and all their accessories for the building complex;
- (f) Cost of formation of service maintenance company/society/association;
- (g) GST and like taxes on the aforesaid Extras;
- (h) Such other amounts as the Developer may charge as extra.

**DEPOSITS (which shall be interest free) shall include :**

- (a) Deposit on account of maintenance charges, common expenses, municipal rates and taxes, club, etc.;
- (b) Deposit on account of Sinking Fund;
- (c) Such other amounts as the Developer may take as deposit.

(Note: The unadjusted Deposit Amounts only shall be transferred to the Association to be formed for the Common Purposes)

**THE FOURTH SCHEDULE HEREINABOVE REFERRED TO:**

**(Devolution of Title to the said Property)**

1. At all material times (1) Amalendu Guha Thakurta, (2) Nirmalendu Guha Thakurta, (3) Niharendu Guha Thakurta, (4) Sukhendu Guha Thakurta, (5) Sarojendu Guha Thakurta all sons of late Sushil Kumar Guha Thakurta and (6a) Smt. Chaitali Guha Thakurta wife of late Bimalendu Guha Thakurta, (6b) Saptadeep Guha Thakurta son of late Bimalendu Guha Thakurta, (6c) Smt. Jaita Basak wife of Nirmal Basak and daughter of late Bimalendu Guha Thakurta (hereinafter referred to as the "Previous Owners") were the absolute owners of the said Property being ALL THAT the piece and parcel of land measuring 104.66 Satak more or less (equivalent to 63.32 Cottahs) more or less situate lying at and comprised in R.S. Dag Nos. 3325, 3329 and 3334 recorded in R.S. Khatian Nos.



832, 697 and 448 corresponding to L.R. Dag Nos. 3397, 3401 and 3406 recorded in L.R. Khatian No. 4125, all in Mouza Jagaddal, J.L. No. 71, under Police Station Sonarpur, being Municipal Holding No. 408 Dwarir Road, within the jurisdiction of Rajpur-Sonarpur Municipality in the District of South 24-Parganas together with buildings sheds and structures thereat in the following shares and proportions subject to the tenancies of monthly tenants occupying certain portions of the Larger Property including Messrs. Aarbur and Messrs. Aparajita occupying major portions thereof (hereinafter referred to as the "said Tenants"):

Sl. No.	Name	Share
1.	Amalendu Guha Thakurta	1/6th
2.	Nirmalendu Guha Thakurta	1/6th
3.	Niharendu Guha Thakurta	1/6th
4.	Sukhendu Guha Thakurta	1/6th
5.	Sarojendu Guha Thakurta	1/6th
6a.	Chaitali Guha Thakurta	1/18th
6b.	Saptadeep Guha Thakurta	1/18th
6c.	Jaite Basak	1/18th

2. By three several Agreements for Sale, two dated 15<sup>th</sup> December, 2012 and one dated 8<sup>th</sup> January, 2013 (hereinafter referred to as "the said Three Sale Agreements"), the Previous Owners agreed to sell and one Amir Shake (alias Amir Shekh) agreed to purchase the said Property from the Previous Owners in the name of himself and/or his nominee or nominees, at and for the consideration and on the terms and conditions therein contained.
3. The said Amir Shake not being desirous of completing the purchase of the said Property, as a result, in the month of February, 2013 said Amir Shake nominated one (a) Dream Tower Kolkata Private Limited and (b) U.S. Creations Private Limited & Others to the Previous Owners and the Previous Owners agreed to complete the sale of the said Property in favour of them in place and stead of and as the nominee of the said Amir Shake, which nomination was duly accepted by the Previous Owners, and in pursuance of such nomination four of the Previous Owners namely said Nirmalendu Guha Thakurta, Niharendu Guha Thakurta, Sukhendu Guha Thakurta and Sarojendu Guha Thakurta, for the consideration of Rs.20,00,000/- received by them in equal shares from the said Dream Tower

Kolkata Private Limited, with the consent and concurrence of the said Amir Shake granted sold conveyed and transferred unto and to the said Dream Tower Kolkata Private Limited of All That undivided 6.64 Satak landed property (equivalent to 4.02 Cottahs) more or less out of their respective undivided shares in the said 104.66 Satak landed property comprised in the said Property (details whereof are mentioned in the table below), absolutely and forever by a Deed of Sale dated 12th April, 2013 and registered with Additional Registrar of Assurances-I, Kolkata in Book I, CD Volume No. 8, Pages 3312 to 3333, Being No. 3911 for the year 2013 (hereinafter referred to as "the said Deed of Sale") :

Sl. No.	R.S. Dag Nos.	L.R. Dag Nos.	Nature of Use	Larger Property (in Satak)	Land conveyed by said Deed of Sale (in Satak)
1.	3325	3397	Sall	15.66 (out of total area of 127 in the Dag)	01.66
2.	3329	3401	Bastu	77.00	03.32
3.	3334	3406	Sall	12.00	01.66
Total:				104.66	06.64

4. The Previous Owners, individually and severally, with the consent and concurrence of the said Amir Shake, by 14 (fourteen) several Agreements for Sale all registered with the Additional Registrar of Assurances-I, Kolkata, agreed to complete the sale of the remaining portion of the said Property measuring an area of 98.02 Satak landed property (equivalent to 59.30 Cottahs) more or less in favour of the said Dream Tower Kolkata Private Limited as nominees and in place and stead of the said Amir Shake (hereinafter referred to as "the said Fourteen Sale Agreements"). Particulars of the undivided share in the said Property agreed to be conveyed respectively by the Previous Owners in favour of the said U.S. Creations Private Limited & Others, individually and/or severally, alongwith the date of the agreement and the details of the registration particulars of each of the Sale Agreements are mentioned in the Table below :

Sl. No	Agreement Date & Registration Particulars	Name of Vendor	Name of Purchaser being the Third Confirming Parties hereto	Undivided Share in the said Property (in Satak)
1.	12.04.2013  Book I, CD Volume No. 8, Pages 3477 to 3492, Being No.03915 for the year 2013	Sarojendu Guha Thakurta	U.S. Creations Private Limited	07.892
2.	12.04.2013  Book I, CD Volume No. 8, Pages 3493 to 3508, Being No.03916 for the year 2013		Jaimata Creations Private Limited	07.892
3.	12.04.2013  Book I, CD Volume No. 8, Pages 3509 to 3524, Being No.03917 for the year 2013	Nirmalendu Guha Thakurta	Biswapita Properties Private Limited	07.892
4.	12.04.2013  Book I, CD Volume No. 8, Pages 3525 to 3540, Being No.03918 for the year 2013		Dolphin Agents Pvt. Ltd.	07.892
5.	12.04.2013  Book I, CD Volume No. 8, Pages 3541 to 3555, Being No.03919 for the year 2013	Sukhendu Guha Thakurta	Jain Plaza Pvt. Ltd.	07.892



6.	12.04.2013		Dream Developers Pvt. Ltd.	07.892
	Book I, CD Volume No. 8, Pages 3556 to 3570, Being No.03920 for the year 2013			
7.	12.04.2013	Niharendu Guha Thakurta	Bajrang Creations Private Limited	07.892
	Book I, CD Volume No. 8, Pages 3571 to 3586, Being No.03921 for the year 2013			
8.	12.04.2013		Risu Impex Private Limited	07.892
	Book I, CD Volume No. 8, Pages 3587 to 3602, Being No.3922 for the year 2013			
9.	13.04.2013	Amalendu Guha Thakurta	Pinku Sonu Investments and Properties Pvt. Ltd.	05.813
	Book I, CD Volume No. 8, Pages 3432 to 3446, Being No.03912 for the year 2013			
10.	13.04.2013		Jainex Commerce Pvt. Ltd.	05.813
	Book I, CD Volume No. 8, Pages 3447 to 3461, Being No.03913 for the year 2013			
11.	13.04.2013		Manik Fintrade Pvt. Ltd.	05.814
	Book I, CD Volume No. 8, Pages 3462 to 3476, Being No.03914 for the year 2013			

12.	29.04.2013  Book I, CD Volume No. 11, Pages 1835 to 1849, Being No.05465 for the year	Saptadeep Guha Thakurta	Paras Finvest Private Limited	05.813
13.	29.04.2013  Book I, CD Volume No. 11, Pages 1850 to 1864, Being No.05466 for the year 2013	Chaitali Guha Thakurta	JFC Hire Purchase Private Limited	05.813
14.	29.04.2013  Book I, CD Volume No. 11, Pages 1865 to 1879, Being No.05467 for the year 2013	Jaita Basak	Nortel Dealcom Private Limited	05.814
			Total:	98.02

5. In terms of the said Fourteen Sale Agreements, the Previous Owners delivered peaceful vacant possession of those portions of the said Property which were lying vacant with them to the said U.S. Creations Private Limited & Others for being held jointly with the Previous Owners.
6. The Previous Owners having failed to evict the tenants occupying portions of the said Property as agreed under the said Fourteen Sale Agreements, said U.S. Creations Private Limited & Others had decided not to complete the purchase of the said Property, and in or about April 2015, nominated said Dream Tower Kolkata Private Limited to the Previous Owners to complete the sale of the said Property in favour of the said Dream Tower Kolkata Private Limited Party in place and stead of and as nominee of the U.S. Creations Private Limited & Others AND the Previous Owners agreed to complete the sale of the said Property in favour of the said Dream Tower Kolkata Private Limited AND pursuant to such nomination the U.S. Creations Private Limited & Others delivered possession of the said Property to the said Dream Tower Kolkata Private Limited for being held along with the Previous Owners.




7. The Previous owners having failed to evict the tenants occupying portions of the said Property as agreed under the said Fourteen Sale Agreements, the said Dream Tower Kolkata Private Limited also decided not to complete the purchase of the said Property, and in or about January 2016, nominated Aarbur Green Estates LLP, the Owner hereto to the Previous Owners to complete the sale of the said Property in favour of said Aarbur Green Estates LLP, the Owner hereto in place and stead of and as nominee of the Dream Tower Kolkata Private Limited AND the Previous Owners agreed to complete the sale of the said Property in favour of said Aarbur Green Estates LLP, the Owner hereto AND pursuant to such nomination:
- (a) Aarbur Green Estates LLP paid the agreed consideration to said Dream Tower Kolkata Private Limited {(which inter-alia included reimbursement of (i) all part payments made by the said Dream Tower Kolkata Private Limited to the said Amir Shake for purchase of the said Property, (ii) all part payments made by the Dream Tower Kolkata Private Limited through the U.S. Creations Private Limited & Others to the Previous Owners and (iii) all expenses incurred by the Dream Tower Kolkata Private Limited towards development of land, registration of the said Fourteen Sale Agreements, etc.) and the Dream Tower Kolkata Private Limited released and forever discharged the said Property in favour of the Aarbur Green Estates LLP};
  - (b) the Dream Tower Kolkata Private Limited delivered originals of all documents connected with the said Property (including the said Fourteen Sale Agreements and the said Deed of Sale) to Aarbur Green Estates LLP;
  - (c) the Dream Tower Kolkata Private Limited, by a Deed of Conveyance dated 08th January, 2016 and registered with the Additional Registrar of Assurances-I, Kolkata in Book I, Volume No.1901-2016, Pages 15407 to 15434, Being No.190100370 for the year 2016, for the consideration therein mentioned granted sold conveyed and transferred unto and to the Aarbur Green Estates LLP, **All That** the said piece and parcel of undivided 6.64 Satak land (equivalent to 4.02 Cottahs) more or less out of the said Property measuring 104.66 Satak, absolutely and forever.



8. Prior to contracting with the Dream Tower Kolkata Private Limited as aforesaid, Aarbur Green Estates LLP approached the said Amir Shake who agreed (i) not to enforce his nomination contract entered with the Dream Tower Kolkata Private Limited and the said U.S. Creations Private Limited & Others in respect of the said Property and (ii) not to claim any consideration from the Dream Tower Kolkata Private Limited and the said U.S. Creations Private Limited & Others or any right or interest whatsoever in the said Property or any part thereof, subject to payment of consideration of Rs.30,00,000/- (Rupees thirty lakh) only and reimbursement of Rs.10,15,000/- which was paid by the Dream Tower Kolkata Private Limited to the Previous Owners for purchase of the said Property under the above-referred Three Sale Agreements. In view of having failed to fulfil his obligation to evict the tenants occupying portions of the said Property and having assigned all his rights and interest and benefits of contract in respect of the said Property in favour of the Aarbur Green Estates LLP for a lump sum consideration of Rs.30,00,000/-, the said Amir Shake agreed and recorded that the previously agreed balance consideration was no longer payable by either the Aarbur Green Estates LLP, the Dream Tower Kolkata Private Limited or the U.S. Creations Private Limited & Others to the said Amir Shake.
- (a) In this regard, it is pertinent to record that out of the part payment of Rs.21,40,000/- paid by the said Amir Shake to the Previous Owners under the said Three Sale Agreements, the Previous Owners have from time to time refunded to the said Amir Shake a sum of Rs.11,25,000/- and the balance sum of Rs.10,15,000/- stood lying with the Previous owners.
- (b) In lieu of the said agreement with said Amir Shake, Aarbur Green Estates LLP, from time to time, paid to the said Amir Shake the entire agreed consideration of Rs.30,00,000/- and also reimbursed to said Amir Shake the part payments of Rs.10,15,000/- made by the said Amir Shake to the Previous Owners for purchase of the said Property under the said Three Sale Agreements.
9. Subsequently the said Aarbur Green Estates LLP, the Owner hereto has completed purchase of the 104.66 Satak comprised in the said Property from the Previous Owners by virtue of the following 7 (seven) Deeds of Sale:

- (1) Deed of Sale dated 8th January, 2016 and registered with the Additional Registrar of Assurances-I, Kolkata in Book I, Volume No.1901-2016, Pages 15407 to 15434, Being No.190100370 for the year 2016, whereby the Dream Tower Kolkata Private Limited sold conveyed and transferred unto and to the Aarbur Green Estates LLP, undivided 6.64 Satak landed property out of the said Property, absolutely and forever;
- (2) Deed of Sale dated 6th May, 2016 and registered with the Additional Registrar of Assurances-I, Kolkata in Book I, Volume No.1901-2016, Pages 124550 to 124601, Being No.190103643 for the year 2016, whereby Sarojendu Guha Thakurta for the consideration therein mentioned granted sold conveyed and transferred unto and to the Aarbur Green Estates LLP, undivided 15.785 Satak landed property out of the said Property together with undivided 1/6<sup>th</sup> share of the buildings sheds and structures situated at the said Property, absolutely and forever;
- (3) Deed of Sale dated 10<sup>th</sup> May, 2016 and registered with the Additional Registrar of Assurances-I, Kolkata in Book I, Volume No.1901-2016, Pages 133707 to 133762, Being No.190103926 for the year 2016, whereby Sukhendu Guha Thakurta for the consideration therein mentioned granted sold conveyed and transferred unto and to the Aarbur Green Estates LLP, undivided 15.785 Satak landed property out of the said Property together with undivided 1/6<sup>th</sup> share of the buildings sheds and structures situated at the said Property, absolutely and forever;
- (4) Deed of Sale dated 10<sup>th</sup> May, 2016 and registered with the Additional Registrar of Assurances-I, Kolkata in Book I, Volume No.1901-2016, Pages 133763 to 133814, Being No.190103927 for the year 2016, whereby Niharendu Guha Thakurta for the consideration therein mentioned granted sold conveyed and transferred unto and to the Aarbur Green Estates LLP, undivided 15.785 Satak landed property out of the said Property together with undivided 1/6<sup>th</sup> share of the buildings sheds and structures situated at the said Property, absolutely and forever;





- (5) Deed of Sale dated 20<sup>th</sup> May, 2016 and registered with the Additional Registrar of Assurances-I, Kolkata in Book I, Volume No.1901-2016, Pages 145963 to 146014, Being No.190104295 for the year 2016, whereby Nirmalendu Guha Thakurta for the consideration therein mentioned granted sold conveyed and transferred unto and to the Aarbur Green Estates LLP, undivided 15.785 Satak landed property out of the said Property together with undivided 1/6<sup>th</sup> share of the buildings sheds and structures situated at the said Property, absolutely and forever;
- (6) Deed of Sale dated 13<sup>th</sup> December, 2016 and registered with the Additional Registrar of Assurances-I, Kolkata in Book I, Volume No.1901-2016, Pages 285638 to 285684, Being No.190108758 for the year 2016, whereby Chaitali Guha Thakurta, Saptadeep Guha Thakurta and Jaita Basak for the consideration therein mentioned granted sold conveyed and transferred unto and to the Aarbur Green Estates LLP, undivided 17.44 Satak landed property out of the said Property together with undivided 1/6<sup>th</sup> share of the buildings sheds and structures situated at the said Property, absolutely and forever;
- (7) Deed of Sale dated 28<sup>th</sup> November, 2017 and registered with the Additional Registrar of Assurances-I, Kolkata in Book I, Volume No. 1901-2018, Pages 48321 to 48387, Being No. 190101105 for the year 2018, whereby Amalendu Guha Thakurta for the consideration therein mentioned granted sold conveyed and transferred unto and to the Aarbur Green Estates LLP, undivided 17.44 Satak landed property out of the said Property together with undivided 1/6<sup>th</sup> share of the buildings sheds and structures situated at the said Property, absolutely and forever.
10. In the premises, said Aarbur Green Estates LLP, the Owner hereto, became the absolute owner of the said Property.
11. Further, the Owner hereto has caused to be evicted all the Tenants from the said Property and are in 'khas' vacant peaceful possession thereof.





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

EXECUTED AND DELIVERED on behalf of the withinmentioned OWNER, by its Designated Partner Mr. Satyajit Burman at Kolkata.

For AARBURGREN ESTATES LLP

*Satyajit Burman*  
Partner / Authorised Signatory

*Satyajit Burman*

EXECUTED AND DELIVERED on behalf the withinmentioned DEVELOPER, by its Designated Partner Mr. Arjun Singh Mehta at Kolkata.

For MULTICON PRESTIGE RESIDENCES LLP

*Arjun Singh Mehta*  
Designated Partner

Witnesses to the above executants:

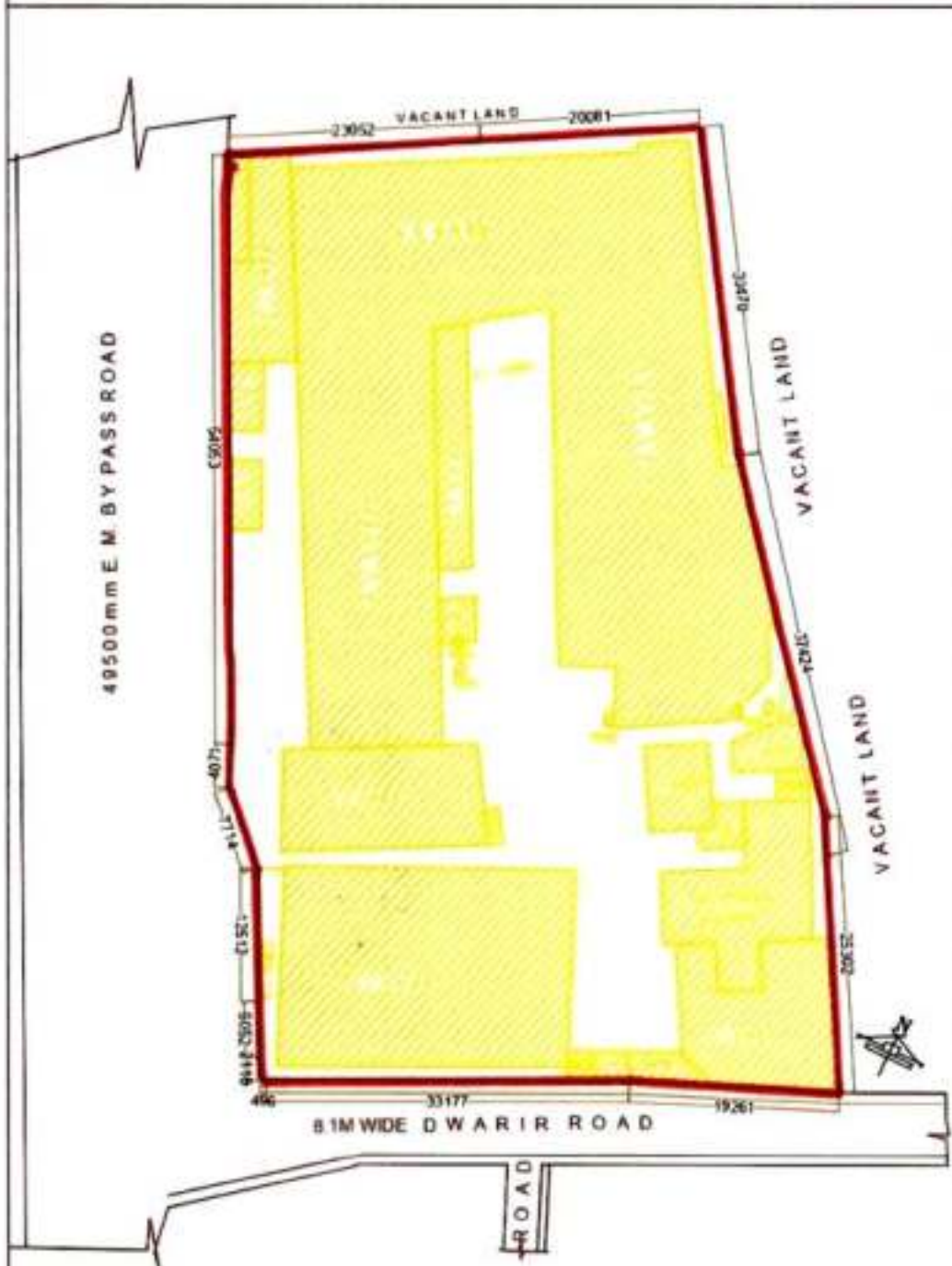
1. *Sudipta Nath*  
SUDIPTA NATH  
10A/1, RSC MULLECK ROAD  
KOLKATA-47
2. *Satish Prasad*  
30, Cause Street  
KOL-16

Drafted by me and approved by the Parties:-

*Ankit Shroff*

.....  
Ankit Shroff, Advocate  
C/o Pankaj Shroff & Co.,  
Diamond Heritage, N611, 6<sup>th</sup> floor,  
16 Strand Road, Kolkata - 700001  
Enrolment No. F/66/2008  
Calcutta High Court

SITE PLAN AT R.S. DAG NOS. 3325(P), 3329 AND 3334 CORRESPONDING TO  
 L.R. DAG NOS. 3397(P), 3401 AND 3406 IN MOUZA JAGADDAL J.L. NO. 71, P.S.-  
 SONARPUR, DISTRICT- 24 PARGANAS (S), HOLDING NO. - 408, DWARIR ROAD,  
 RAJPUR-SONARPUR MUNICIPALITY, WARD NO. 25, PINCODE- 700151.  
 AREA OF LAND:- 63.32 COTTAHS  
 AREA OF EXISTING STRUCTURE:- 24,000 SQ. FT.



For AARBURGREN ESTATES LLP

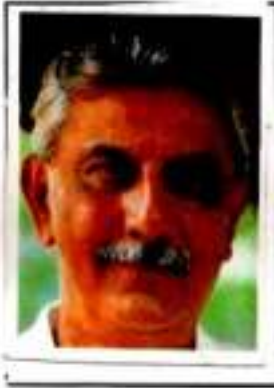
*Natyaajit Bhunia*  
 Partner / Authorised Signatory

**SIGNATURE OF OWNER**

For MULTICON PRESTIGE RESIDENCES LLP

*Aijun Sanyal*  
 Authorised Signatory / Designated Partner

**SIGNATURE OF DEVELOPER**



	Thumb	1st finger	middle finger	ring finger	small finger
Left hand					
Right hand					

Name SATYAJIT BHANU

Signature Satyajit Bhanu



	Thumb	1st finger	middle finger	ring finger	small finger
Left hand					
Right hand					

Name ARJUN SINGH MEHTA

Signature Arjun Singh

	Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	Left hand				
	Right hand				

Name .....

Signature .....





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

GRN Details

GRN: 192022230100595628 Payment Mode: Online Payment (SBI Epay)  
GRN Date: 18/08/2022 17:10:42 Bank/Gateway: SBlePay Payment Gateway  
BRN : 9192497303739 BRN Date: 18/08/2022 17:13:11  
Gateway Ref ID: 0470534775 Method: ICICI Bank - Corporate NB  
Payment Status: Successful Payment Ref. No: 2002419328/4/2022  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: Ms MULTICON PRESTIGE RESIDENCES LLP  
Address: 3B, CAMAC STREET, KOLKATA-700016  
Mobile: 9038163519  
Email: saikat@multicon.in  
Period From (dd/mm/yyyy): 18/08/2022  
Period To (dd/mm/yyyy): 18/08/2022  
Payment ID: 2002419328/4/2022  
Dept Ref ID/DRN: 2002419328/4/2022

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002419328/4/2022	Property Registration- Stamp duty	0030-02-103-003-02	75020
2	2002419328/4/2022	Property Registration- Registration Fees	0030-03-104-001-16	21
			<b>Total</b>	<b>75041</b>

IN WORDS: SEVENTY FIVE THOUSAND FORTY ONE ONLY.

### Major Information of the Deed

<b>Deed No :</b>	<b>I-1902-09764/2022</b>	<b>Date of Registration</b>	<b>19/08/2022</b>
<b>Query No / Year</b>	<b>1902-2002419328/2022</b>	<b>Office where deed is registered</b>	
<b>Query Date</b>	<b>08/08/2022 6:41:25 PM</b>	<b>A.R.A. - II KOLKATA, District: Kolkata</b>	
<b>Applicant Name, Address &amp; Other Details</b>	Saikat Pramanick 3B, Camac Street, Thana : Shakespeare Sarani, District : Kolkata, WEST BENGAL, PIN - 700016, Mobile No. : 9038163519, Status : Solicitor firm		
<b>Transaction</b>		<b>Additional Transaction</b>	
<b>[0110] Sale, Development Agreement or Construction agreement</b>		<b>[4308] Other than Immovable Property, Agreement [No of Agreement : 2]</b>	
<b>Set Forth value</b>		<b>Market Value</b>	
		Rs. 4,86,13,544/-	
<b>Stampduty Paid(SD)</b>		<b>Registration Fee Paid</b>	
Rs. 75,120/- (Article:48(g))		Rs. 101/- (Article:E, E)	
<b>Remarks</b>	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Dwarir Road, Mouza: Jagaddal, , Ward No: 25, Holding No:408 JI No: 71, Pin Code : 700151

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-3397 (RS :-3325 )	LR-4125, (RS:-832\0 )	Bastu	Bastu	15.66 Dec		63,09,179/-	Property is on Road
L2	LR-3401 (RS :- )	LR-4125	Bastu	Bastu	77 Dec		3,10,22,145/-	Property is on Road
L3	LR-3406 (RS :- )	LR-4125	Bastu	Bastu	12 Dec		48,34,620/-	Property is on Road
		<b>TOTAL :</b>			<b>104.66Dec</b>	<b>0 /-</b>	<b>421,65,944 /-</b>	
<b>Grand Total :</b>					<b>104.66Dec</b>	<b>0 /-</b>	<b>421,65,944 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2, L3	24000 Sq Ft.	0/-	64,47,600/-	Structure Type: Structure
Gr. Floor, Area of floor : 24000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 6 Years, Roof Type: Tin Shed, Extent of Completion: Complete					
<b>Total :</b>		<b>24000 sq ft</b>	<b>0 /-</b>	<b>64,47,600 /-</b>	





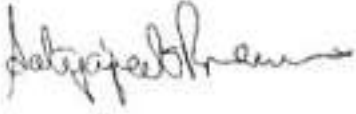



**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>AARBURGREN ESTATES LLP</b> 229, A J C Bose Road, City:- Not Specified, P.O:- Elgin Road, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 , PAN No.:: ABxxxxxx8P,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	<b>MULTICON PRESTIGE RESIDENCES LLP</b> 3B, Camac Street, City:- Not Specified, P.O:- Park Street, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700016 , PAN No.:: ABxxxxxx1F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Mr Satyajeet Burman</b> Son of Late Ratan Chand Burman Date of Execution - 19/08/2022, , Admitted by: Self, Date of Admission: 19/08/2022, Place of Admission of Execution: Office	<b>Photo</b>  Aug 19 2022 12:12PM	<b>Finger Print</b>  LTI 19/08/2022	<b>Signature</b>  19/08/2022
	58/3, Ballygunge Circular Road, City:- Not Specified, P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx8Q, Aadhaar No: 96xxxxxxxx3649 Status : Representative, Representative of : AARBURGREN ESTATES LLP (as Designated Partner)			
2	<b>Name</b> <b>Mr Arjun Singh Mehta (Presentant)</b> Son of Mr Dileep Singh Mehta Date of Execution - 19/08/2022, , Admitted by: Self, Date of Admission: 19/08/2022, Place of Admission of Execution: Office	<b>Photo</b>  Aug 19 2022 12:13PM	<b>Finger Print</b>  LTI 19/08/2022	<b>Signature</b>  19/08/2022
	13, Deshpriya Park West, City:- Not Specified, P.O:- Kalighat, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700026, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALxxxxxx5B, Aadhaar No: 93xxxxxxxx0859 Status : Representative, Representative of : MULTICON PRESTIGE RESIDENCES LLP (as Designated Partner)			



**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Saikat Pramanick</b> Son of Mr Shyamal Pramanick Fulorhat, Kamrabad, City:- Rajpur- sonarpur, P.O:- Sonarpur, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700150			
	19/08/2022	19/08/2022	19/08/2022
Identifier Of Mr Satyajee Burman, Mr Arjun Singh Mehta			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	AARBURGREN ESTATES LLP	MULTICON PRESTIGE RESIDENCES LLP-15.66 Dec

**Transfer of property for L2**

Sl.No	From	To. with area (Name-Area)
1	AARBURGREN ESTATES LLP	MULTICON PRESTIGE RESIDENCES LLP-77 Dec

**Transfer of property for L3**

Sl.No	From	To. with area (Name-Area)
1	AARBURGREN ESTATES LLP	MULTICON PRESTIGE RESIDENCES LLP-12 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	AARBURGREN ESTATES LLP	MULTICON PRESTIGE RESIDENCES LLP-24000.00000000 Sq Ft

**Land Details as per Land Record**

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Dwarir Road, Mouza: Jagaddal, , Ward No: 25, Holding No:408 JI No: 71, Pin Code : 700151

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 3397, LR Khatian No:- 4125	Owner:আরবার গ্রিন এন্টেট লিমিটেড লাইবিলিটি পার্টনারসিপ, Gurdian:শেখর বন্দন, Address:৩বি, ক্যামাক স্ট্রীট, কোলকাতা - ১৬ , Classification:শাপি, Area:0.16000000 Acre,	AARBURGREN ESTATES LLP
L2	LR Plot No:- 3401, LR Khatian No:- 4125	Owner:আরবার গ্রিন এন্টেট লিমিটেড লাইবিলিটি পার্টনারসিপ, Gurdian:শেখর বন্দন, Address:৩বি, ক্যামাক স্ট্রীট, কোলকাতা - ১৬ , Classification:বাস্ত, Area:0.77000000 Acre,	AARBURGREN ESTATES LLP

L3	LR Plot No:- 3406, LR Khatian No:- 4125	Owner:आरवार ग्रीन एस्टेट लिमिटेड लाइवलिटी पार्टनरशिप, Gurdian:शेखर बख्शिन, Address:७बि, कामाक शर्टीट, कोलकाता - १७ , Classification:शानि, Area:0.12000000 Acre,	AARBURGREN ESTATES LLP
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On 19-08-2022

**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 11:15 hrs on 19-08-2022, at the Office of the A.R.A. - II KOLKATA by Mr Arjun Singh Mehta ,.

**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 4,86,13,544/-

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

Execution is admitted on 19-08-2022 by Mr Satyajit Burman, Designated Partner, AARBURGREN ESTATES LLP (LLP), 229, A J C Bose Road, City:- Not Specified, P.O:- Elgin Road, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020

Identified by Mr Saikat Pramanick, , Son of Mr Shyamal Pramanick, Fulorhat, Kamrabad, P.O: Sonarpur, Thana: Sonarpur, , City/Town: RAJPUR-SONARPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by profession Service

Execution is admitted on 19-08-2022 by Mr Arjun Singh Mehta, Designated Partner, MULTICON PRESTIGE RESIDENCES LLP (LLP), 3B, Camac Street, City:- Not Specified, P.O:- Park Street, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700016

Identified by Mr Saikat Pramanick, , Son of Mr Shyamal Pramanick, Fulorhat, Kamrabad, P.O: Sonarpur, Thana: Sonarpur, , City/Town: RAJPUR-SONARPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by profession Service

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 101/- ( E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 21/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 80/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/08/2022 5:13PM with Govt. Ref. No: 192022230100595628 on 18-08-2022, Amount Rs: 21/-, Bank: SBI EPay ( SBIEPay), Ref. No. 9192497303739 on 18-08-2022, 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 100/-, by online = Rs 75,020/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 33483, Amount: Rs.100/-, Date of Purchase: 18/08/2022, Vendor name: S SARKAR

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/08/2022 5:13PM with Govt. Ref. No: 192022230100595628 on 18-08-2022, Amount Rs: 75,020/-, Bank: SBI EPay ( SBIEPay), Ref. No. 9192497303739 on 18-08-2022, Head of Account 0030-02-103-003-02

1902

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 1902-2022, Page from 348938 to 348991  
being No 190209764 for the year 2022.



Digitally signed by SATYAJIT BISWAS  
Date: 2022.08.23 13:02:46 +05:30  
Reason: Digital Signing of Deed.

202

(Satyajit Biswas) 2022/08/23 01:02:46 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - II KOLKATA  
West Bengal.

(This document is digitally signed.)