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FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

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Registration. The signature sheets and the
endorsement sheets attached with the
document are the part of this document.



[Signature]
District Sub-Register-II
Alipore, South 24-Parganas

02 SEP 2022

THIS AGREEMENT FOR DEVELOPMENT made this 2nd day of

September Two Thousand Twenty-Two

BETWEEN

[Signature]

[Signature]

No. 2508 Date 26 AUG 2022
Name S. Dasgupta Adv.
Address Alipore Judge's Court KN-27

VENDOR : MANATAJUDJIM GAZI
ALIPORE JUDGE'S COURT
KOLKATA-700027

26 AUG 2022

Signatures of Vendor



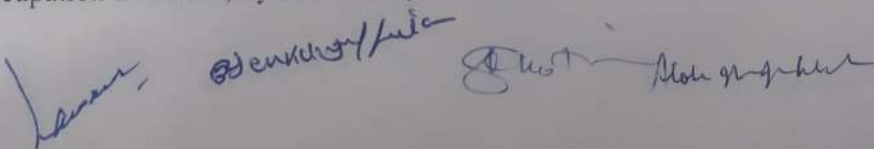
District Sub Registrar-II
Alipore, South 24 Parganas
- 2 SEP 2022

Subhasis Das Gupta
S/O Lata B. M.
Das Gupta
ALIPORE, Kol-27

RISEWELL MERCANTILE PRIVATE LIMITED having PAN AADCR5006R a Company incorporated under the Companies Act, 1956, having its registered office at 24, Hemant Basu Sarani, Mangalam Building, Block A, 5th Floor, Room No. 507, Kolkata-700001 hereinafter called and referred to as the "OWNER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include it's successors-in-interest, assigns and nominees) of the ONE PART. The Owner has been represented by its Authorised Signatory, SRI ALOK JHUNJHUNWALA, PAN AJNPJ8915H son of Mahendra jhunjunwala , by Faith Hindu, by Occupation-Business, working for gains at 24, Hemant Basu Sarani, Mangalam Building, Block A, 5thFloor, Room No. 507, Kolkata – 700001

AND

SORAJEET DEVELOPERS LLP (PAN-AEofs7488C), an LLP registered under Limited liability partnership act 2008 having its registered office at 61A, Sardar Sankar Road, Post office : Sarat Bose Road, Police Station Tollygunge, Kolkata 700029 duly authorized and represented by its Partners 1.SRI RAJESH KUMAR JHAJHARIA, son of Late S.M. Jhajharia, having PANACWPJ3828K , Aadhar No 646962065452 by religion : Hindu, by occupation Business, by Nationality : Indian of 61A, Sardar Sankar Road, Post





District Sub Registrar-II
Alipore, South 24 Parganas
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office : Sarat Bose road. Police Station Tollygunge, Kolkata 700029 2. SRI NAWNEET SODHANI son of Sri Hiralal Sodhani having PAN :AUAPS2409P, Aadhar No: 602203668874 , Authorised Signatory of Nawkiran Polychem Private Limited of Poddar Court, 18, Rabindra Sarani , 5th floor, Gate No. 03, Post Office - G.P.O. Police Station- Hare Street , Kolkata - 700 001 3. SRI SOHAN KUMAR KOTRIWAL son of Basudeo Prasad Kotriwal , having PAN: AEHPK4614B , Aadhar No : 660744951417, Authorised Signatory of Ample Vyapaar Private Limited by religion : Hindu, by occupation Business, by Nationality : Indian , Post office : New Alipore . Police Station New Alipore Kolkata : 700053 hereinafter called and referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include it's successors-in-interest, assigns and nominees) of the OTHER PART.

W H E R E A S by a registered kobala dated 6th October, 1933 corresponding to 20th Aswin 1340 B.S. and registered with the office of the Sub-Registrar at Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 73 Pages 178 to 182 Being No. 3967 for the year 1933, Karimunessa Bibi Karim Halder and Nafar Halder as Vendors therein sold, transferred and conveyed of ALL THAT piece or parcel of revenue paying land containing an area of 14 (Fourteen) Cottahs 7 (Seven) Chittacks 15 (Fifteen)

Lansel *Bankura/Hula* *Shri Mohan*

Square Feet more or less situate at Mouza Ibrahimpur comprised in C.S Khatian No.67 C.S Dag No.233 , Police Station Sadar Tollygunge, now in the District of 24 Parganas now known numbered distinguished as Premises no :52, Jadavpur Central Road, Kolkata-700032 unto and in favour of Sukumar Ghosh

AND WHEREAS the said Sukumar Ghosh while thus seized and possessed of or otherwise well and sufficiently entitled ALL THAT piece and parcel of land containing an area of 14 (Fourteen) Cottahs 7 (Seven) Chittacks 15 (Fifteen) Square Feet situate lying at Mouza Ibrahimpur comprised in C.S Khatian No.67 C.S Dag No.233 Police Station Sadar Tollygunge now Jadavpur in the District of 24-Parganas now known numbered and distinguished as 52, Jadavpur Central Road now named as Ram Thakur Road, Kolkata - 700 032 constructed and or caused to construct a two storied building thereon or thereat (hereinafter referred to as "the Said Land").

AND WHEREAS the said Sukumar Ghosh thereafter sold transferred and conveyed a portion of the Said Land being land measuring 4 (Four) Cottahs 8 (Eight) Chittacks unto and in favour of Promotha Lal Das since long back and retained the remaining land measuring about 9 (Nine) Cottahs 15 (Fifteen) Chittacks and 15 (Fifteen) Square Feet with the said structure being two storied building standing thereat and hereinafter referred to as the "Said

[Signature]

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Property and more fully and particularly described in the First Schedule written hereunder”.

AND WHEREAS while in peaceful possession and occupation of the Said Property, the said Sukumar Ghosh died intestate on 14th January, 1983 leaving behind him surviving his widow Indira Ghosh and her three sons i.e (1) Sudhir Kumar Ghosh, (2) Subir Kumar Ghosh and (3) Prabir Kumar Ghosh.

AND WHEREAS the said Subir Kumar Ghosh died intestate on 25th August, 1999 leaving behind him surviving his wife Santana Ghosh, son namely Sumanta Ghosh and mother Indira Ghosh as his only legal heirs, heiress and/or and successors of the said deceased.

AND WHEREAS the said Sudhir Kumar Ghosh died intestate on 5th March, 2001 leaving behind him surviving his wife Rekha Ghosh and mother, Indira Ghosh as his only legal heirs and heiress and/or successors.

AND WHEREAS the said Indira Ghosh died intestate on 17th January, 2003 leaving behind her surviving her son, Prabir Kumar Ghosh and Sumanta Ghosh, her grandson, son of her predeceased son of Subir Kumar Ghosh.

Lawyer

Subir Kumar Ghosh

Indira Ghosh

Prabir Kumar Ghosh

AND WHEREAS the said Prabir Kumar Ghosh a bachelor died intestate on 12th July, 2005 leaving behind him surviving Sri Sumanta Ghosh, son of his predeceased brother, the Subir Kumar Ghosh.

AND WHEREAS as a consequence as aforesaid, the Said Smt Santana Ghosh and Sri Sumanta Ghosh have acquired 7/8th joint Shares in the Said Property and Smt. Rekha Ghosh became the owner of undivided 1/8th share of the Said Property.

AND WHEREAS by an Indenture of conveyance dated 7th day of May, 2007 and registered in the office of the Additional District Sub-Registrar at Alipore, South 24 Parganas and recorded in Book No. I, Volume 196, Page 226 to 239, Being No. 02621 for the year 2007, the said Santana Ghosh and Sumanta Ghosh described as the Vendors therein sold, transferred and conveyed unto and in favour of Risewell Mercantile Private Limited of ALL THAT the undivided 7/8th share or interest of the piece or parcel of revenue paying land hereditaments and Premises together with the two storied brick built building messuage tenement dwelling house and measuring 2381 square feet more or less standing thereon containing an area of 9 (Nine) Cottahs 15 (Fifteen) Chittacks 15 (Fifteen) Square Feet be the same a little more or less of Mouza Ibrahimpur comprised in C.S Khatian No.67 C.S Dag No.233 lying

Lansing

Benny Ghosh

Shri Alok Ghosh

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situate at and being Premises No. 52, Ram Thakur Road formerly known as 52, Jadavpur Central Road, Police Station Jadavpur, Kolkata - 700 032 Sub-Registration Office Alipore within the limits of Kolkata Municipal Corporation, in it's Ward No.096 in the District of 24 Parganas (South) for the consideration mentioned therein, free from all encumbrances and/or alienation whatsoever.

AND WHEREAS the said Rekha Ghosh, now deceased was the owner of remaining 1/8th Share in the Said Property died on 25.02.2014 leaving behind a registered Will dated 19th Day of December, 2002 which was registered with Additional District-Sub-Registrar at Bidhannagar, Salt Lake and recorded in Book No. IV, Volume No.5, Page 10 to 16, being No.00178 for the year 2002 wherein the Said Rekha Ghosh bequeathed her Share in the Said Property unto and in favour of (1) Arup Sirkar alias Arup Sarkar and (2) Gita Sinha Roy alias Gita Bagchi in equal share and appointed (1) Sri Arup Sarkar alias Arup Sairkar and (2) Smt.Gita Sinha Roy alias Gita Bagchi as the joint executor and executrix of the Said Will and take probate of the Said Will either jointly or severally.

AND WHEREAS that in the Said Will, the said Rekha Ghosh, since deceased, described her share as 1/4th share in the Said Property. But actually,

Lawyer

Arup Sirkar

Gita Sinha Roy

by a decree dated 30th Day of July, 2010 in Title Suit No.139 of 2007, it has been adjudged as 1/8th share. as such in this deed 1/16th share, half of the share of Rekha Ghosh is transferred in this deed.

AND WHEREAS the Said Gita Bagchi (Nee Sinha Roy), wife of Prakritish Chandra Bagchi as Executrix applied for probate before the Learned District Delegate at Alipore in respect of Last Will and Testament dated 19.12.2002 of Rekha Ghosh, since deceased, being Act 39 Case No.162 of 2014(P) and the same was objected by Sumanta Ghosh before the Ld. District Delegate in the Said Case and the case was subsequently was subsequently filed before the Learned District Judge at Alipore and transferred to 1st Additional District Judge at Alipore and renumbered as O.S No.9 of 2015 (Said Case). Subsequently The said Sumanta Ghosh filed a consent petition stating that he has no objection to grant of probate of the said Will.

AND WHEREAS after hearing of the said case the Probate of the Last Registered Will of Rekha Ghosh was granted by the 1st Additional District Judge at Alipore being case No. O.S No.9 of 2015 and by virtue of Said Will and Probate (1) Arup Sirkar alias Arup sarkar and (2) Gita Sinha Roy (nee Bagchi), are the joint owners of the respective share of the said Rekha Ghosh, since deceased.

Laxmi

Sumanta Ghosh

Gita Sinha Roy

Arup Sirkar

AND WHEREAS thus the said (1) Arup Sirkar alias Arup Sarkar and (2) Gita Sinha Roy (nee Bagchi) each one of them entitled to 1/16th Share in respect of the Said Property.

AND WHEREAS on 09th August 2021 the said Gita Sinha Roy (nee Bagchi) sold, transferred and conveyed to the Owner herein All That the 1/16th undivided share of the Said Property together with 1/16th share of Building lying and situate at being Premises No. 52, Ram Thakur Road formerly known as 52, Jadavpur Central Road, Police Station Jadavpur, Kolkata - 700 032 of Mouza Ibrahimpur comprised in C.S Khatian No.67 C.S Dag No.233 Sub-Registration Office Alipore within the limits of Kolkata Municipal Corporation Ward No. 96 in the District of 24 Parganas unto and in favour of Risewell Mercantile Private Limited morefully described in the First Schedule below (hereinafter referred to as the "Said Share in the Property" . The said deed was registered in the office of the Additional -Registrar of Assurances-I Kolkata and recorded in Book No. I, Volume 1901-2021, Page 266402 to 266433, Being No. 190104616 for the year 2021.

AND WHEREAS on 11th July 2022 the said Sri Arup Sirkar alias Arup Sarkar sold, transferred and conveyed to the Owner herein All That the 1/16th undivided share of the Said Property together with 1/16th share of Building of

Arup Sarkar *Gita Sinha Roy* *Arup Sarkar*

the property at Premises No. 52, Ram Thakur Road formerly known as 52, Jadavpur Central Road, Police Station Jadavpur, Kolkata - 700 032 of, Mouza Ibrahimpur comprised in C.S Khatian No.67 C.S Dag No.233 Sub-Registration Office Alipore within the limits of Kolkata Municipal Corporation Ward No. 96 in the District of 24 Parganas unto and in favour of Risewell Mercantile Private Limited morefully described in the Second Schedule of that deed and portion of the First Schedule below (hereinafter referred to as the "Said Share in the Property. The said deed was registered in the office of the District Sub Registrar -III at Alipore and recorded in Book No. I, Volume 1603-2022, Page 375604 to 375631, Being No. 160310506 for the year 2022.

AND WHEREAS while seized and possessed of the aforesaid property, present Land Owner herein above, are desirous of developing the aforesaid property by constructing building thereon in accordance to the plan sanctioned by the Kolkata Municipal Corporation through a Developer who is capable enough of developing the said premises.

AND WHEREAS in accordance to the aforesaid representation of the Land Owners and the Developer has decided to construct a Ground plus Four storied building on the property at Premises No 52, Ram Thakur Road formerly known as 52, Jadavpur Central Road, Police Station Jadavpur,

Lawyer *Chandrajit* *SKOT* *Aban Singh*

Kolkata - 700 032 within ward no 096 more fully and particularly described in the First Schedule hereunder written. in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation after demolishing the existing Two storied building under the terms and conditions hereinafter appearing.

AND WHEREAS the Developer named is SORAJEET DEVELOPERS LLP represented by its Partners 1.Sri Rajesh Kumar Jhajharia, son of Late S.M. Jhajharia,.Nawkiran Polychem Private Limited represented through it's director and authorised signatory Sri Nawneet Sodhani son of Sri Hiralal Sodhani and Ample Vyapaar Private Limited represented through it's director and authorised signatory Sri Sohan Kumar Kotriwal son of Basudeo Prasad Kotriwal.

AND WHEREAS the landowners herein represent to the Developer as follows :-

- a. The Land Owner is the absolute Land owners of the First Schedule Property and there is no dispute with regard to the title, identification, measurement of the First Schedule property.
- b. The Land Owner has not entered into any Agreement for Sale relating to the First Schedule property and / or encumbered parted with and/ or dealt with the

Lawrence *Shankar Kumar* *Shri Sohan Kumar Kotriwal*

First Schedule property or any portion thereof in any manner whatsoever to any third person.

- c. The said First Schedule property is free from all encumbrances, acquisitions, requisitions whatsoever and howsoever.
- d. There are no suits and/or legal proceedings and/or litigations pending in any Court of Law involving the question of title to the said First Schedule Property or any part thereof and/or involving the Land Owners in relation thereto and/or in respect of the said First Schedule Property.
- e. The Land Owner shall clear all the Kolkata Municipal Corporation taxes, arrear dues in respect of the said First Schedule Property including the GR and dues if any related to this property till the date of handover of vacant possession thereof to the Developer.
- f. That the Developer will solely bear and responsible to pay all rates and taxes in connection with the First Schedule property from the date of obtaining possession of the First Schedule property till the date of getting completion certificate of the building as well as delivery of vacant possession of the Owner's allocation as well developer's allocation to the intending purchaser.

L... *...* *...* *...*

g. The Land Owner hereby indemnify the developer that in the event any litigation arises in respect and/or in relation to and/or concerning the said First Schedule Property due to any acts or omissions on the part of the Land Owners. The Land Owners shall settle all the disputes at it's own costs and expenses.

AND WHEREAS the Developer herein has agreed to the above proposal of the Land Owners and is interested to develop the land at the said premises by constructing a proposed Ground plus Four storied building complete with Lift and other facilities at its own costs as per building plan sanctioned by the Kolkata Municipal Corporation.

AND WHEREAS the Land Owners and the Developer herein have mutually agreed to develop the land by constructing a new Ground Plus Four storied building complete with Lift and other facilities at the said premises as per sanctioned building plan by the Kolkata Municipal Corporation on the following terms and conditions as mentioned hereunder.

AND WHEREAS the proposed building will be completed within 50 months from the date of execution of this agreement The said period may be extended for a further period of nine months if the situation so demands. The said period may be extended for a further period on paying compensation of Rs 1,00,000/- Per month to the Owner till completion

Laxmi

Shankar Singh

Shri. Abhishek Singh

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows :-

ARTICLE - 1

DEFINATIONS

- A. In this agreement unless it be contrary or repugnant to the subject or context the following words and/or expressions shall mean as follows :
- i. "THE OWNER" shall mean the Owner above named and it's successors-in-interest, assigns and nominees.
 - j. "The DEVELOPER" shall mean the Developer above named and its Partners for the time being and their executors, administrators, successors-in-office, legal representatives, nominees and assigns.
 - k. "The PREMISES" shall mean all that Municipal Premises No. 52, Ram Thakur Road formerly known as 52, Jadavpur Central Road, Police Station Jadavpur, Kolkata - 700 032 within ward no 096 of the Kolkata Municipal Corporation morefully described in the FIRST SCHEDULE hereto.
 - l. "The LAND" shall means ALL THAT the piece and parcel of land measuring an area of 9 (Nine) Cottahs 15 (Fifteen) Chittacks 15 (Fifteen) Square Feet be the same a little more or less of Mouza Ibrahimpur comprised in C.S Khatian No.67 C.S Dag No.233 lying situate at and being Premises No. 52, Ram Thakur Road formerly known as 52, Jadavpur Central Road, Police Station Jadavpur, Kolkata - 700 032 Sub-Registration Office Alipore within the limits of Kolkata

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Shri. Abinav

Municipal Corporation, in it's Ward No. 096 in the District of 24 Parganas (South) morefully described in the FIRST SCHEDULE hereunder written on which the new proposed building is to be constructed as per the new sanctioned building plan to be obtained from the Kolkata Municipal Corporation .

- m. "ARCHITECT" shall mean such Architect or firm of Architects whom the Developer may, from time to time appoint as Architect for the new building.
- n. "The BUILDING PLAN" shall mean the map or plan as to be sanctioned by the Kolkata Municipal Corporation or revised modified building plan as to be sanctioned in respect of the said premises and shall also wherever the context permits, includes such plans modified or revised, drawings, designs, elevations and specifications as are prepared by the Architect including variations / modification therein if any.
- o. "The NEW BUILDING" shall mean the Ground plus Four Storied building to be constructed as per sanctioned building plan to be obtained from The Kolkata Municipal Corporation on the premises by the Developer in pursuance hereof on the land described hereinabove .
- p. "The CONSTRUCTIONAL HABITABLE AREA" herein shall mean the habitable and/or saleable areas of the entirety of the

Lawrence *By order of the* *Sh. K. S.* *Abdullah*

Ground Floor to the Fourth floor of the new building including the lobbies, staircase, appurtenant thereto but excluding the roof and the Car parking of the Ground floor & Commercial Area

q. " The OWNER'S ALLOCATION " shall mean :-

a. ALL THAT proposed new building comprising of commercial space in the portion of the ground floor, entire First floor of commercial use TOGETHER WITH and undivided proportionate share in the land and the common portions of the building in accordance with the terms and conditions of these presents lying situate at and being Premises No. 52, Ram Thakur Road formerly known as 52, Jadavpur Central Road, Police Station Jadavpur, Kolkata - 700 032 Sub-Registration Office Alipore within the limits of Kolkata Municipal Corporation, in it's Ward No. 096 in the District of 24 Parganas (South) more fully described in the Second Schedule hereunder written.

b. ALL THAT proposed new building comprising of the entire Fourth Floor of residential use and 4 nos. of covered car Parking Space and 4 nos. of open Car Parking space TOGETHER WITH and undivided proportionate share in the land and the common portions of the building in accordance with the terms and conditions of these presents lying situate at and being Premises No. 52, Ram Thakur Road formerly known as 52, Jadavpur Central Road, Police Station Jadavpur, Kolkata - 700

Lawyer
Shankar Kumar
Shankar
Alok Kumar

032 Sub-Registration Office Alipore within the limits of Kolkata Municipal Corporation, in it's Ward No. 096 in the District of 24 Parganas (South) more fully described in the Second Schedule hereunder written . and the Owner shall also be entitled to a sum of Rs.75,00,000(Seventy Five Lac only to be paid by the Developer to the Owner/ First party for fourth floor and car parking space as a non-refundable amount to be paid in the manner stated hereunder :-

At the time of execution & registration of this Agreement & development power (for Part : B)	Rs 10,00,000/-
After obtaining sanction of building plan from the Kolkata Municipal Corporation as well as delivery of Possession (for Part : B)	Rs 35,00,000/-
At the time to start foundation work (for Part : B)	Rs 30,00,000/-

- r. "The DEVELOPER'S ALLOCATION" shall mean the remaining constructional habitable self-contained habitable flats and Car Parking spaces in the new proposed building comprising of entire Second Floor, entire third floor and 5 nos of covered Car Parking Space + 3 nos of open car parking space in the ground floor TOGETHER WITH undivided proportionate share in the land and the common portions of the building lying situate at and being Premises No. 52, Ram Thakur Road formerly known as 52, Jadavpur Central Road, Police Station Jadavpur, Kolkata - 700 032 Sub-Registration Office Alipore within the limits of Kolkata Municipal Corporation, in it's Ward No. 096 in the District of 24 Parganas (South) morefully described in the Third

Lansar *Shankar* *Shankar* *Shankar*

Schedule hereunder written . if any extra car parking is available after fulfilment of the aforesaid allocation as stated above in that case that portion will be divided in the ratio of 50:50.

- s. "COMMON EXPENSES" shall mean and include all expenses to be incurred by the Unit/Owner for the management and maintenance of the Building and the premises after obtaining peaceful possession of the new proposed building by the individual Flat Owner .
- t. "COMMON PORTIONS , FACILITIES & AMENITIES " shall mean all the common areas and installations to comprise in the new building and the premises, after the development , including , staircases , lobbies , the ultimate roof of the building, passages, path ways , boundary walls and other facilities which may be mutually agreed upon and between the parties as required for the establishment location enjoyment provisions maintenance and/or management of the building .
- u. "SALEABLE SPACE" shall mean the space in the building available for independent use and occupation after making due provision for Owner' Allocation and common and the space required therefore .
- v. "PROJECT" shall mean the work of development undertaken to be done by the Developer in pursuance hereof , till the

Laxmi, *ajay kumar sharma,* *Shakti,* *Prakash Kumar*

development of the premises be completed and possession of the completed Units is taken over by the Unit Owner .

- w. "PROPORTIONATE SHARE" with all its cognate variations shall mean such ratio , the covered area of any Unit or Units be in relation to the covered area of all the Units in the new building .
- x. "UNIT" shall mean any flat or other covered area in the new building , which is capable of being exclusively owned, used and/or enjoyed by any Unit Owner and which is not the common portions .
- y. "UNIT OWNER" shall mean any person who acquires, holds and/or owns any Unit in the new building and shall include the Owner and the Developer , for the Units held by them , from time to time .
- z. "TIME" : the proposed building will be completed within 50 months from the date of execution of this agreement The said period may be extended for a further period of nine months if the situation so demands. The said period may be extended for a further period on paying compensation of Rs 1,00,000/- . Per month to the Owner till completion
- aa. "SOCIETY" shall mean the Society or Associations to be formed for the purpose of maintenance of the new building and the premises and for collecting and defraying the common expenses

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provided that until such Association is formed the Developer would be entitled to manage and/or maintain the new building and the premises and to collect the common expenses .

bb. "SPECIFICATIONS" shall mean the specifications for completely the new building as stated in the SECOND SCHEDULE hereto.

cc. " The TITLE DEED " shall mean all the Deeds and documents referred to hereinabove in the recital in respect of Premises No. 52, Ram Thakur Road formerly known as 52, Jadavpur Central Road, Police Station Jadavpur, Kolkata - 700 032, at present within the Kolkata Municipal Corporation, Ward No. 096, District 24 Parganas (South) .

.THE OWNER HAVE REPRESENTED TO THE DEVELOPER AS FOLLOWS :-

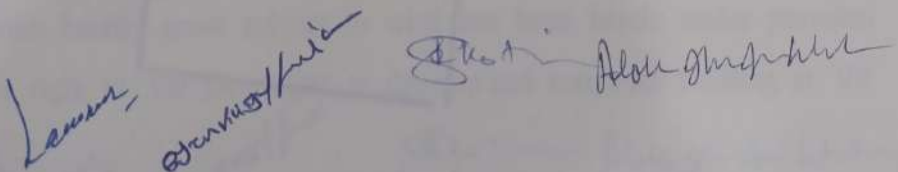
- i) That the Owner absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said two Premises mentioned hereinabove.
- ii) That the right title and interest of the Owner in the said Premises mentioned hereinabove is free from all encumbrances and Owner have a marketable title to the same .
- iii) That the entirety of the said Premises mentioned hereinabove save are in actual , has and physical possession of the Owner

Lawyer *Shankar Kumar* *Shankar Kumar* *Abhishek Kumar*

- iv) That the Owner have not received any notice for acquisition or requisition of the said Premises mentioned hereinabove or any part or portion thereof under any of laws for the time being in force.
- v) the said premises nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of law or due to Income tax, Revenue or any other Public Demand .
- vi) That the Owner have not entered into any Agreement for Sale, Lease, Development or otherwise for transfer and/or development of the said Premises mentioned hereinabove or any part or portion thereof in favour of any one other than in favour of the Developer herein.
- vii) That the Owner is not aware of any impediment affecting the said Premises mentioned hereinabove whereby she is in any way barred from entering into this Agreement .
- viii) That the Owner is fully and sufficiently entitled to deal with , develop and/or dispose off proportionate share of the said two Premises mentioned hereinabove and thus enter into this Agreement .

ARTICLE - II
COMMENCEMENT

2.1 This agreement shall be in force from the date hereof and subsequently time may be extended during the duration of the "FORCE MAJURE"



- 2.2 This agreement shall cease to operate only in the event of complete transfer and registration of all the Developer's allocated saleable space in the new proposed building by the Developer in the manner as provided herein which shall be preceded by construction and delivery of possession of the Owner' allocation as per terms and conditions of these presents .

ARTICLE - III

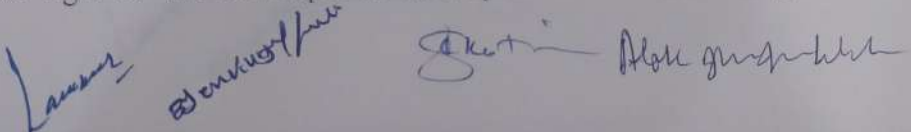
OWNERS' RIGHT & REPRESENTATION

- 3.1 The Owner absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Premises and shall retain symbolic possession during the time of construction work as per sanctioned plan by the Kolkata Municipal Corporation with standard building materials .
- 3.2 The said premises is free from all encumbrances and the Owner have a marketable title in respect of the premise .
- 3.3 The Owner shall deliver or hand over all original copies and all the documents relating to the said properties which are in possession and control of the Owner at the time of execution of these presents to the Developer against separate accountable receipts to be signed by the Developer and is to be handed over to the Owner .

ARTICLE - IV

DEVELOPER'S RIGHT & REPRESENTATION

- 4.1 The Owner hereby grant subject to what has been herein under provided exclusive right to the Developer to develop and construct building at the



said premises in accordance with the new plan or plans as to be sanctioned by the Kolkata Municipal Corporation and/or by any other appropriate with or without any amendment and/or modification.

4.2 All applications, plans and other papers and documents as may be required by the Developer for obtaining necessary sanction of plan/revised plan from the Kolkata Municipal Corporation, shall be prepared and submitted by the Developer on behalf of the Owner at the cost and expenses of the Developer and the Owner shall sign and execute all such plans and applications, other papers and documents as and when necessary and the Developer shall pay and bear all fees charges and expenses required to be paid or deposited for obtaining sanction of plan and development of the said premises and the Owner shall have no responsibilities to bear any cost whatsoever.

4.3 That save and except the Owner's allotted portion the Developer has full rights to execute any agreement for sale, transfer and convey the Developer's allocation for residential purposes according to it's own choice.

ARTICLE - V

DEVELOPER'S OBLIGATIONS

5.1 Full potential of FAR of the said Premises shall be utilized for construction of the new building by the Developer and the Developer shall also be responsible for obtaining all sanctions, permissions, clearances and approvals needed for the Project (including final sanction of the Building Plans and Occupancy Certificate) and as well as all costs and fees for

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By [Signature]

[Signature] *Alak Gungul*

sanctions, permissions, clearances and approvals shall be paid by the Developer.

- 5.2 The Developer shall use and/or cause to be used such standard building materials as shall be specified by the licensed building Surveyor or registered Architect of the Building PROVIDED HOWEVER proportion and quality of such materials shall confirm to the accepted standard of I.S.I Specification and the building rules regulations and /or orders in force for the time being .
- 5.3 The building shall be created , constructed and completed by the Developer shall consist of the specification provided in FOURTH SCHEDULE hereunder written and all Flats/Units as well as common areas and facilities shall consist of and be provided with materials , fixtures , fittings , and facilities. Under no circumstances , irrespective of any ground of whatsoever , the Developer shall not be entitled to claim or demand any payment of whatsoever nature from the Owner in respect of erection , construction and completion of the said Owner's allocated portion / portions .
- 5.4 The Developer shall construct and complete the Building under its direct supervision and control and with the best workmanship and like manner and shall comply with all statutory Regulations , Building Rules and statutory stipulations from time to time to be imposed or as would be made applicable , in the event the Developer assigns or sub - contracts any part of the work , it shall ensure incorporating of the above restrictions and compulsory stipulations for record and full compliance . Notwithstanding

Lammy *Shankar* *Shankar* *Shankar*

the above, the Developer shall remain responsible and liable for fulfillment of the terms and obligations contained herein.

5.5 All costs, charges, fees, levies, impositions, statutory payments, taxes and expenses of whatever name called for erection, construction and completion of the said building, its materials, fittings and fixtures in all respect, including temporary and residential connections of water, sewerage, electricity in accordance with law and other amenities for the building shall be paid and borne by the Developer and the Owner have no responsibility and/or liability towards payment of any dues, liabilities, costs, charges and expenses by whatever name called relating to and/or arising there from in any manner of whatsoever nature. However to avoid any future doubts, it is made clear that the costs, deposit and charges for individual and separate Electricity Meters for the respective Flat/Unit shall be borne by the concerned Unit Owner and the Developer shall have no responsibility for the same.

5.6 The Developer shall be responsible and liable for payment of and/or meeting all costs, charges, fees, levies and expenses of the building materials, all permissions, licenses, quota as and other requirements for erections, construction and completion of the building in totality. Under no circumstances the Owner shall be responsible or liable for payment of any amount of whatsoever nature or on any account either to the Developer or to any other persons or otherwise for erection, construction and completion of the said newly proposed building or any part thereof or on any other account or for any other acts, deeds, obligations and things by whatever name called that may be done executed or performed by the Developer.

Laxmi *Shankar* *Shankar* *Shankar*

The Developer shall at its own costs and expenses, cause to be required for supply of standard building materials so as to ensure the progress of erection, construction and ultimate completion of the Building within the time specified herein. In this regard, the developer keep the Owner saved, harmless and indemnified against all such costs, charges, claim etc.

- 5.7 While dealing with and/or entering into any Agreements and/or dealing with commitments relating to the Developer's allocated portion (as defined hereinbefore) or any part thereof, the Developer shall fully comply with, observe, fulfill and perform the requirements under the law and while incorporate and ensure fulfillment and compliance of all restrictive conditions and covenants contained herein, save and provided hereinafter, the Owner shall not be responsible or liable for any commitments that may be made by the Developer.
- 5.8 In the event of any loss or injury or damages being caused of any nature or in any manner whatsoever including injury and/or damage to any person or persons or property of or any loss of life, the Developer shall be solely liable and responsible for the same and the consequences arising therefor in all respect and shall at all point of time keep the Owner indemnified for the same and all consequences. It is specifically agreed and understood that the Owner shall not be responsible and/or liable either for any act or mode and manner of construction, defects, deviations, damages or any proceedings if initiated by any person(s) and/or authority relating to and or arising out of erection, construction or completion of the said newly proposed building or any part

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John *Alan*

thereof. All actions, proceedings and consequences arising therefrom shall be attended to, defended, prosecuted and complied with and faced by the Developer at its own costs and expenses and shall keep the Owner indemnified from all or any loss damages, costs and consequences, suffered or incurred therefrom.

- 5.9 Notwithstanding anything contained or stated herein, all labours, workers, supervisors and other employees or persons by whatever definition employed, engaged, deputed, appointed or required for erection, construction and completion of the building shall be regarded as the Developer's employees or workmen and the Owner shall have no concern with them and not be responsible or liable for meeting any obligations in any manner whatsoever. In this regard, the developer keep the Owner saved, harmless and indemnified against all such costs, charges, claim etc
- 5.10 The Developer shall be solely responsible for and make and pay all payments, wages, dues, contributions, entitlements contractual and/or statutory obligations and requirements of the workmen, supervisors, workers, labours, employees, architects and others by whatever name called or described, appointed, deputed or engaged or required or put on site for the erection, construction and completion of the said newly proposed building and every part thereof and the Owner shall under no circumstances be deemed to be the employer and no responsibility and/or liability will shift upon him and the Developer shall keep the Owner indemnified from all or any claim, damages, payments costs and consequences suffered or incurred therefrom.

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- 5.11 The Owner shall not be answerable or liable for any mode, part or nature of construction or for any material to be used in course of or relating to erection construction and completion of the Building or any part thereof provided standard materials. The developer will be solely responsible for the construction of the building and the material used thereto.
- 5.12 The Developer shall be duty bound to complete the Owner's allocated portion in all respect including permanent domestic water and sewerage connection and but the Unit Owner shall pay for individual electric meter connection for each Unit/Flat which shall be arranged by the Developer at extra cost and make the same fully habitable for user as per law within the said 50 (months) months from the date of signing of this Agreement which unless prevented by Force Majure reasons at the said premises without default or deviation, save and except for the reasons mentioned hereinabove .
- 5.13 The Developer will obtain completion certificate /occupancy certificate from the Kolkata Municipal Corporation in respect of the new proposed building prior to handing over vacant possession of Owner's allocation to the Owner . . In this regard ,the developer keep the Owner saved, harmless and indemnified against all such costs, charges, claim etc
- 5.14 After demolition of the building to till completion obtaining completion certificate of the building KMC taxes will be paid by the Developer

Lawyer

Owner/Unit Owner

Signature

Notary Signature

- 5.15 Urban land ceiling clearance will be applied by the developer but all formalities and signing of applications and/or papers will be signed by the Owner and cost will be borne by the Developer.
- 5.16 The Developer has no right to take loan by mortgaging the First Schedule property but purchaser of the Developer's allocation shall have the right to take loan for purchase of the Flat and Car Parking Space of the allocation of the Developer and the Developer has the right to give necessary consent thereto and sign all papers and documents as per requirement of the financial institution

ARTICLE - VI

OWNER'S OBLIGATIONS

- 6.1 The Owner herein shall all plans, drawings, specifications, elevations, forms, applications and all other papers and verify and affirm required affidavits and declarations as may be required from time to time for all or any permissions, consent, sanction or license required under the law in connection with or relating to or arising out of construction erection and completion of the said building or as may be required from time to time in accordance with law.
- 6.2 All papers for obtaining ULC clearance will be signed by the Owner at the request by the Developer but the costs will be borne by the Developer.

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ARTICLE - VII

- 7.1 In the event the Owner is desirous of having any additional or special type of fittings other than that provided hereunder written in her allocated portion or any part thereof, the Developer shall have the same duly provided subject to the costs, charges and expenses for the said fittings and fixtures shall be separately paid and borne by the Owner immediately on demand by the Developer.
- 7.2 The land upon which the said building shall be erected and constructed and appurtenant thereto as also the common areas facilities to be provided for and/or at the said building shall always remain common, impartible, indivisible and undivided whereas the Owner shall be at liberty to deal with her allocated portions together with the undivided proportionate part or share of the land as well as the common areas and facilities. The Developer shall similarly be entitled to deal with its allocated portion together with the undivided proportionate part or share of the land as well as common areas and facilities in accordance with law.
- 7.3 Without first providing the Owner's allocation portion complete in all respects and useable under the law as well as completion of the common area and facilities as per specification provided in these presents or otherwise as may be mutually agreed in writing, the Developer shall not be permitted to and/or be entitled to grant and/or give possession or permit possession of by whatever name called of its allocated portion mentioned

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herein above or any part thereof in any manner whatsoever or to create any encumbrances and/or charges or impendence's thereto.

- 7.4 The format of the Draft Indenture of Conveyance, that may be required to be executed and registered by the Owner unto and in favour of the Developer and/or its nominee or nominees in respect of and/or relating to the Developer's allocated portions and/or any part thereof, shall be prepared by the Developer's Advocate and the Owner shall only execute Indenture of Conveyance (s) unto and in favour of the Developer and/or its nominee or nominees as the case may be subject to the terms and conditions provided herein.
- 7.5 Subject to the above restrictions and conditions contained herein the Developer shall be entitled to enter into any contract or agreement relating to allocated portions or any part thereof on such terms and conditions and stipulations as it may deem fit and proper in accordance with law and the Developer as Attorney of the owner shall execute required Indenture, unto and in favour of the nominee or nominees of the Developer and cause the same registered in accordance with law and admit such execution registration provided however, all costs, charges and expenses of the required value of stamp duty, registration costs or incidental thereto and paid and borne by the Developer and/or its nominee or nominees, as the case may be.

ARTICLE - VIII

COMMON OBLIGATIONS

Lawson,

Stewart/Hughes

Stewart *Alexander/Hughes*

8.1 On and from the date of completion of the building in accordance with law, the Owner as well as the Developer shall comply with and/or ensure compliance with the under mentioned requirements and restrictions, without any default :-

- a. To pay punctually and regularly for their respective allocations all rates, taxes, levies, fees charges, impositions and outgoing to the concerned authorities or otherwise as may be mutually agreed upon by and between the parties hereto and/or the respective Owner and recorded in writing and the parties hereto shall keep each other duly indemnified against all claims actions demands costs charges and expenses and proceedings whatsoever directly or indirectly suffered by or be paid by either of them as the case may be consequent upon any default by the other.
- b. To pay punctually and regularly to pay their respective proportionate part of share of service charges for the common areas and facilities and until formation and registration of the said premises under provisions of the West Bengal Apartments Act and the Rules framed thereunder, the Developer shall be entitled to collect and provided the required services thereof.
- c. To abide by all laws, rules and regulations and orders of the enactments the Government and/or Local Bodies or otherwise issued and/or imposed upon in accordance with law, as the case may be and shall attend to and answer and the responsible for any deviation, violation and/or breach thereof in any manner.

Laxmi,
Owner/Full

John *Developer*

ARTICLE - IX
MISCELLANEOUS

- 9.1 This Agreement shall always be treated as an agreement by and between "Principal" to "Principal". The Owner and the Developer have entered into this Agreement purely as a Contract and nothing contained herein shall be deemed to construed or constitute as Partnership between the Owner and the Developer or an Association or persons. Nothing in these presents, shall be construed as a sale, demise or assignment or conveyance in lieu of the said premises or any part thereof to the Developer by the Owner or as creating any right title or interest in respect thereof in favour of the Developer other than an exclusive permission and right in favour of the Developer to develop the same thereunder subject to the terms and conditions of these presents.
- 9.2 Simultaneously after obtaining sanction of building plan from the Kolkata Municipal Corporation the Owner shall hand over peaceful and vacant possession of the aforesaid premises to the Developer and as from the date of delivery of possession of the said premises by the Owner in favour of the Developer, the possession of the said the premises along with the rights of the Developer in respect of the said premises by virtue of this presents and/or in pursuance thereof shall not be obstructed or disputed or challenged or disturbed by the Owner provided the Developer is carrying on with the project in terms of this agreement.
- 9.3 It is also agreed and accepted between the parties hereto that the Owner shall have the right to egress and ingress during the time of construction

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Shankar Prasad *Alok Singh*

in and upon the Premises for observation and supervision of the constructional work of the new proposed building to be constructed as per the sanctioned building plan.

9.4 All the dues, arrears or outstanding in respect of the said Premises on account of The Kolkata Municipal Corporation taxes, including pending GR if any, levies whatsoever till the date of execution of this agreement shall be to the account of the Owner and as from this date shall be borne and paid by the Developer or their nominee or nominees being the prospective Flat/Unit Purchasers either in respect of the aforesaid Premises or the constructed area forming part of the Developer's allocation after obtaining the completion and/or occupancy certificate from the Kolkata Municipal Corporation .

9.5 It is understood that from time to time to facilitate the construction of the building by the Developer various acts, deeds matters and things not herein specified may be required to be done, executed and performed and for which the Developer shall require adequate powers and authorities from the Owner and for such matters, the Owner shall provide all required power and authorities unto and in favour of the Developer as and when the same is or are required and called upon and to execute, sign all such additional applications and other papers and documents as may be required from time to time in accordance with law provided that those acts, deeds matters and things do not in any way infringe or prejudice the right of the Owner and or be contrary to the terms and stipulations contained in these presents or against the spirit thereof.

Lawrence *Shankar* *Shankar* *Shankar*

- 9.6 Notice of Completion : As soon as the New Building is completed (as certified by the Architect) with occupancy /completion certificate from The Kolkata Municipal Corporation and sewerage connection of KMC , Developer shall give a written notice to the First Party requiring the First Party to take possession of the Owner's allocation and the Owner shall take possession within 30 (thirty) days and from the date thereafter , it will be considered as deemed possession by the Owner and all the outgoings in respect of Owner's Allocation will be liability of the Owner from the date of said possession or deemed possession.
- 9.7 Subject to whatever is mentioned in this Agreement , the Owner shall always be responsible for giving good and marketable title to the Developer and the Transferees and the Owner hereby indemnifies and agree to keep indemnified the Developer and the Transferees in this regard .
- 9.8 The Developer hereby undertakes to keep the Owner indemnified against all third party claims, actions, suits, costs and proceedings arising out of any act of omission or commission on the part of the Developer relation to the construction of the New Building and/or for any defect therein or development of the premises
- 9.9 The Owner shall be entitled to demolish the existing structure after obtaining the sanctioned building Plan from the Kolkata Municipal Corporation and shall dispose off the salvage to any person at their discretion for which the Developer shall have no objection .

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- 9.10 It is hereby agreed by and between the Owner and Developer herein that after completion of construction of the said new building the Developer shall construct and/or provide one Temple for Lord Shiva in an appropriate space as to be mutually determined in the ground floor / open area / roof.
- 9.11 Till such time the Association or body is not formed, the premises shall be managed and maintained by the Developer and the cost thereof would be borne and paid by the Owner and the Developer or their respective nominees in their respective proportionate share. The rules and regulations for such management and maintenance shall be as such as may be duly agreed upon by the Owner herein and the Developer.
- 9.12 Each party shall be responsible and liable for their respective share of taxes and impositions relating to their respective allocations.
- 9.13 The certificate of the Architect relating to completion of construction/ development and the costs incurred therefore shall be final.
- 9.14 The notice of completion issued by the Developer by registered post or by such similar acceptable mode addressed to the Owner and sent to their respective last known address or addresses intimating that the Owner's Area completed in the manner stated herein and is ready for delivery after obtaining the completion or occupancy certificate of the concerned or Municipal authorities has been obtained, shall completely

Lawyer, *Shankar* *Shankar* *Shankar* *Shankar*

absolve the Developer of its obligation to deliver the Owner's Area to the Owner under this Agreement.

ARTICLE - X

FORCE MAJURE

The parties hereto shall not be considered to be liable for any obligation herein under to the extent that the performance of the relative obligations prevented by the existence of the "FORCE MAJURE" which shall mean and include flood, earth quake, riot, war, storm, tempest, civil commotion, strike, lock out, labour unrest, and/or any other acts or commission beyond the control of the Developer affected thereby

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the piece and parcel of land measuring an area of 9 (Nine) Cottahs 15 (Fifteen) Chittacks 15 (Fifteen) Square Feet be the same a little more or less of Mouza Ibrahimpur comprised in C.S Khatian No.67 C.S Dag No.233 together with Two Storied building standing thereon ground floor having an area of 1601 Square Feet more or less and the First floor having an area of 1398 Square Feet more or less lying situate at and being Premises No. 52, Sri Ram Thakur Road formerly known as 52, Jadavpur Central Road, Police Station Jadavpur, Kolkata - 700 032 Sub-Registration Office Alipore within the limits of Kolkata Municipal Corporation, in it's Ward No. 096 in the District of 24 Parganas (South) butted and bounded by :

ON THE NORTH : 24 Feet wide Jadavpur Central Road;

ON THE EAST : Property at Premises No : 53 & partly passage of 52/1
Jadavpur Central Road;

ON THE SOUTH :: Property at Premises No : 52/1, Jadavpur Central

Laminar
By Janki Kishor

Shri K. K. Ghosh

Road;

ON THE WEST : Property at Premises No : 51, Jadavpur Central
Road;

THE SECOND SCHEDULE ABOVE REFERRED TO

(Owner's Allocation)

- A. **ALL THAT** proposed new building comprising of commercial space in the portion of the ground floor, entire First floor of commercial use TOGETHER WITH and undivided proportionate share in the land and the common portions of the building in accordance with the terms and conditions of these presents lying situate at and being Premises No. 52, Sri Ram Thakur Road formerly known as 52, Jadavpur Central Road, Police Station Jadavpur, Kolkata - 700 032 Sub-Registration Office Alipore within the limits of Kolkata Municipal Corporation, in it's Ward No. 096 in the District of 24 Parganas (South).
- B. **ALL THAT** proposed new building comprising of the entire Fourth Floor of residential use and 4 nos. of covered car Parking Space and 4 nos. of open Car Parking space TOGETHER WITH and undivided proportionate share in the land and the common portions of the building in accordance with the terms and conditions of these presents lying situate at and being Premises No. 52, Sri Ram Thakur Road formerly known as 52, Jadavpur Central Road, Police Station Jadavpur, Kolkata - 700 032 Sub-Registration Office Alipore within the limits of Kolkata Municipal Corporation, in it's Ward No. 096 in the District of 24 Parganas (South). Be it mentioned that if any additional area will sanctioned by KMC in tat case portion will be divided in ratio of 50:50 and if

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any additional car parking space is available over and above the aforesaid car parking space that portion will be divided in ratio of 50:50. The Owner shall also be entitled to a sum of Rs. 75,00,000 (Seventy Lac) Lac only to be paid by the Developer to the Owner/ First party for fourth floor and car parking space as a non-refundable amount to be paid in the manner stated hereunder :-

At the time of execution & registration of this Agreement & development power (for Part : B)	Rs10,00,000/-
After obtaining sanction of building plan from the Kolkata Municipal Corporation as well as delivery of Possession (for Part : B)	Rs35,00,000/-
At the time to start foundation work (for Part : B)	Rs30,00,000/

if any additional Car Parking space is available over and above the aforesaid car parking spaces that portion will be distributed in the ratio of 50: 50 .

G.S.T : GST for the Owner's Allocation will be paid only by the Owner to the Developer on its demand by raising Invoice to that effect. The Developer will charge GST (as applicable as per law) on the construction services provided by the Developer in respect of the Owner's allocation only,

THE THIRD SCHEDULE ABOVE REFERRED TO
(Developer's Allocation)

Shall mean the remaining constructional habitable self-contained habitable flats and Car Parking spaces in the new proposed building comprising of entire Second Floor, entire third floor and 5 nos of covered Car Parking Space + 3 nos of open car parking space in the ground floor TOGETHER WITH undivided proportionate share in the land and the common portions of the

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building lying situate at and being Premises No. 52, Sri Ram Thakur Road formerly known as 52, Jadavpur Central Road, Police Station Jadavpur, Kolkata - 700 032 Sub-Registration Office Alipore within the limits of Kolkata Municipal Corporation, in it's Ward No. 096 In the District of 24 Parganas (South) . Be it mentioned that the Developer shall be allotted with the entire Second and Third Floor habitable Flat area along with fifty percent of the Car parking space in the Ground floor of the said proposed building but subject to sanction of the same by the Kolkata Municipal Corporation. Be it mentioned that that if any additional area will sanctioned by KMC in that case that portion will be divided in the ratio of 50: 50 .and if any additional Car Parking space is available over and above the aforesaid car parking spaces that portion will be distributed in the ratio of 50: 50 .

THE FOURTH SCHEDULE ABOVE REFERRED TO :

(Specification of Materials to be used in construction)

- a. Floor of Rooms : Marble / Vitrified Tiles 4' x 2'
- b. Floor of Kitchen: Marble Slab with Granite Galaxy Black on cooking Platform.
- c. Floor of Living / Dining : Marble Slab with granite polish
- d. Floor of Toilets : : Anti-skid Big Size tiles 600 X 600mm. or Marble.
- e. Toilet Walls : : Tiles up to ceiling height (with border), Kajaria, somani /Johnson/nitco.
- f. Painting & Finishing: Internal face of the walls – Super white or sunbrand etc., J.k. putty or equivalent make finish .

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Benkumar

Alok Ghosh

g. Exterior walls : Weather Coat/ Heritage touch Boundary walls :

Weather Coat

- h. Door Frame : 30 mm Flash door
- i. Window: : Powder coated sliding Aluminium window
- j. Electrical Fitting: : Copper wire – Finolex / polycab / Havells or equivalent quality. Switches – Modular, make Crabtree, Havells, M.K, etc.
- k. Sanitary Fittings in toilets: : Light Colour (Wall hanging Commode) Neycer/Cera/Porceline/Hind ware/ Parryware
- l. Tap, Bibcock, Pillar cock, Jaquar/Johnson or equivalent etc. with commode Shower & telephone shower.
- m. Tata/Medium GI – hot & cold in all toilets including kitchen and wash basin.
- n. Stair Case: Marble with grills and wooden top/Balustrade with polish.
- o. Ground floor: Designed Tiles / Kota Stone
- p. Lobby: Designed marble with granite Finish.
- q. Roof Treatment: Roof tile with treatment of under budding/Citu mosaic/ best quality roof tiles with chemical treatment (with water proofing

Laxmi

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John

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- r. Pumps & Motors: Pumps and motors of adequate capacity and reputed make with connection with overhead and underground reservoir.
- s. Main gates of New Building: MS flat/sheet/square bars(Heritage touch)
- t. Lift & Machinery: Automatic Otis/Kone or equivalent make
- u. Overhead reservoir: RCC
- v. Underground reservoir: Concrete and plastered with chemical treatment.
- w. Common Areas: Crazy Marble /Mosaic

THE FIFTH SCHEDULE ABOVE REFERRED TO
(Common Portions)

- a. Lobbies, staircases and landings of the building.
- b. Stair head room
- c. Lift machine room, chute and lift well of the Said building.
- d. Common installations on the roof above the top floor of the Said building.
- e. Common staff toilet in the ground floor of the Said building.
- f. Overhead water tank, water pipes and sewerage pipes of the Said building.
- g. Block (save those inside any Unit or attributable thereto).
- h. Drains, sewerage pits and pipes within the Said Block (save those inside any Unit or attributable thereto).

*Lawrence,
Bharat Kumar*

Sharma

Ashu Kumar

- i. Electrical Installations including wiring and accessories (save those inside any Unit or attributable thereto) for receiving electricity from Electricity Supply Agency to all the Units in the Said Block and Common Portions within or attributable to the Said building.
- j. Lift and lift machinery of the Said building.
- k. Other areas and/or installations and/or equipment's as are provided in the Said building for common use and enjoyment.
- l. Centralized water supply system for supply of water in common to the building.
- m. Main sewer, drainage and sewerage pits and evacuation pipes in Said building.
- n. Pumps and motors for water supply system for both building and Common Portions.
- o. Wiring and accessories for lighting of Common Portions of the Said building.
- p. Lighting arrangement for lighting of common Portions of the Said building.
- q. The ultimate roof of the building.

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Bennett Julia

Ahmed Mohamed

IN WITNESS WHEREOF the said Owner and the Developer have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

at Kolkata in the presence of :

WITNESSES :

1. Anirudh Nath Choudhary
S/o late Baij Nath Choudhary
Adarsh Nagar
Bera Suburb, Hooghly
W.B. - 712246

RISEWELL MERCANTILE PVT. LTD.

Abhishek Ghosh
Directors/Authorised Signatory

SIGNATURE OF THE
OWNER

2.

Subhasis Das Gupta
ALIPORE, KOL-27
SORAJEET DEVELOPERS LLP
Narmit Sadhani
Designated Partner

SORAJEET DEVELOPERS LLP
Sohan Kumar Kohrimal
Designated Partner

SORAJEET DEVELOPERS LLP
Benkrishna
Designated Partner

SIGNATURE OF THE
DEVELOPER

Drafted by:

Subhasis Das Gupta
Subhasis Das Gupta,
Advocate,
Alipore Judges' Court,
Kolkata : 700027

RECEIVED a sum of Rs. 10,00,000/- (Rupees Ten Lac) only out of the total sum of Rs.75,00,000/- (Rupees Seventy Five) only from the Developer as per agreement

MEMO OF CONSIDERATION

	By Fund Transfer in the name of the Owner	Rs. 10,00,000/-
	Total	Rs. 10,00,000/-

(Total Rupees Ten Lac) only.

SIGNED, SEALED & DELIVERED at

Kolkata in the presence of :

WITNESSES :

1. *Anvitha path choudhary*

RISEWELL MERCANTILE PVT. LTD.

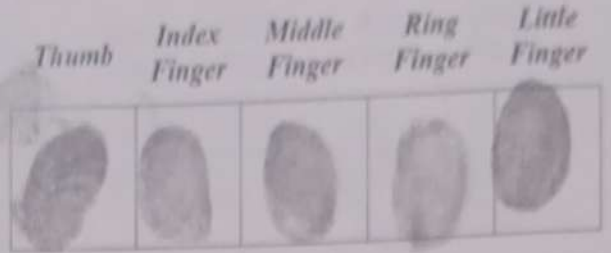
Heena Ganguli
Directors/Authorised Signatory

**SIGNATURE OF THE
OWNER**

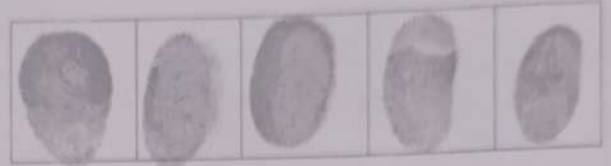
2. *Subhasis Das Gupta*
A W pers, Kol. 27



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Right Hand



NAME : SRI NAWNEET SODHANI

Signature :

Nawneet Sodhani



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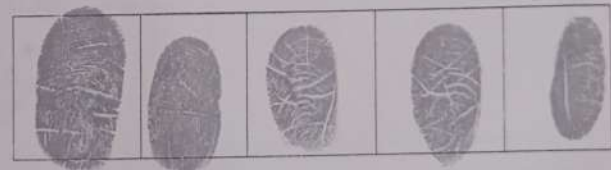


NAME : SRI RAJESH KUMAR JHAJHARIA

Signature : Rajesh Kumar Jhajharia



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NAME : SRI SOHAN KUMAR KOTRIWAL

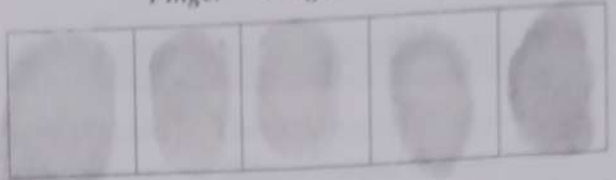
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Sohan Kumar Kotriwal

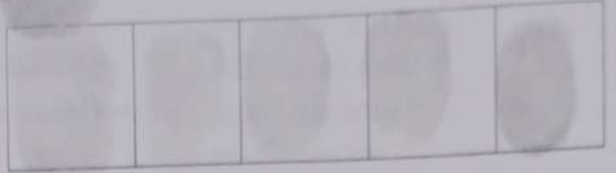
Thumb Index Finger Middle Finger Ring Finger Little Finger



Left Hand



Right Hand



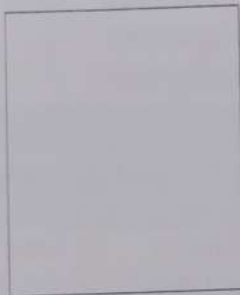
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RISEWELL MERCANTILE PVT. LTD.

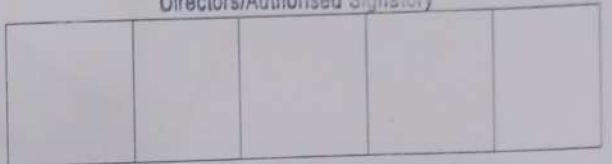
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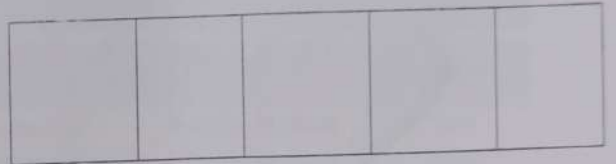
Directors/Authorised Signatory



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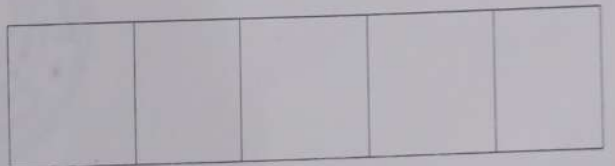


NAME :

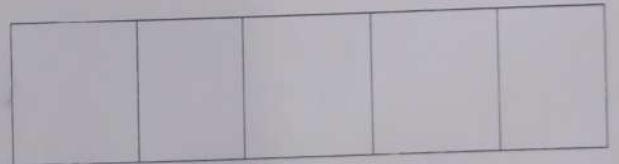
Signature :



Left Hand



Right Hand



NAME :

Signature :



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

GRN Details

GRN: 192022230111834548 Payment Mode: Online Payment (SBI Epay)
GRN Date: 01/09/2022 14:39:45 Bank/Gateway: SBIEpay Payment Gateway
BRN : 0178916338529 BRN Date: 01/09/2022 14:44:22
Gateway Ref ID: 222443547796 Method: HDFC Retail Bank NB
Payment Status: Successful Payment Ref. No: 2002537322/7/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr SUBHASIS DAS GUPTA
Address: ALIPORE JUDGES COURT, PIN-700027
Mobile: 9830049174
Period From (dd/mm/yyyy): 01/09/2022
Period To (dd/mm/yyyy): 01/09/2022
Payment ID: 2002537322/7/2022
Dept Ref ID/DRN: 2002537322/7/2022

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002537322/7/2022	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2002537322/7/2022	Property Registration- Registration Fees	0030-03-104-001-16	10021
			Total	85042

IN WORDS: EIGHTY FIVE THOUSAND FORTY TWO ONLY.

Major Information of the Deed

Deed No :	I-1602-11846/2022	Date of Registration	02/09/2022
Query No / Year	1602-2002537322/2022	Office where deed is registered	
Query Date	23/08/2022 8:47:44 AM	D.S.R. -I I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Subhasis Das Gupta Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830049174, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]		
Set Forth value	Market Value		
Rs. 3,00,00,000/-	Rs. 3,07,30,145/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,071/- (Article:48(g))	Rs. 10,053/- (Article:E, E, B,)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip (Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Ram Thakur Road, , Premises No: 52, , Ward No: 096 Pin Code : 700032

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	9 Katha 15 Chatak 15 Sq Ft	2,80,00,000/-	2,81,66,000/-	Width of Approach Road: 24 Ft.,
Grand Total :				16.4313Dec	280,00,000 /-	281,66,000 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2999 Sq Ft.	20,00,000/-	25,64,145/-	Structure Type: Structure
Gr. Floor, Area of floor : 1601 Sq Ft., Residential Use, Marble Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 1398 Sq Ft., Residential Use, Marble Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		2999 sq ft	20,00,000 /-	25,64,145 /-	







Land Lord Details :



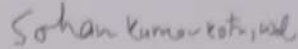

SI No	Name,Address,Photo,Finger print and Signature
1	RISEWELL MERCANTILE PRIVATE LIMITED Hemanta Basu Sarani, 24, City:- Not Specified, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxx6R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :



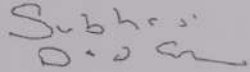
SI No	Name,Address,Photo,Finger print and Signature
1	SORAJEET DEVELOPERS LLP Sardar Sankar Road, 61, City:- Not Specified, P.O:- Sarat Bose Road, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 , PAN No.:: AExxxxx8C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr NAWNEET SODHANI Son of Mr Hiralal SODHANI Date of Execution - 02/09/2022, , Admitted by: Self, Date of Admission: 02/09/2022, Place of Admission of Execution: Office	Photo 	Finger Print 	Signature 
	Sep 2 2022 11:35AM	LTI 02/09/2022	02/09/2022	City:- Not Specified, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AUxxxxx9P, Aadhaar No: 60xxxxxxxx8874 Status : Representative, Representative of : SORAJEET DEVELOPERS LLP (as Authorized Signatory)
2	Name Mr RAJESH KUMAR JHAJHARIA (Presentant) Son of Late S M JHAJHARIA Date of Execution - 02/09/2022, , Admitted by: Self, Date of Admission: 02/09/2022, Place of Admission of Execution: Office	Photo 	Finger Print 	Signature 
	Sep 2 2022 11:34AM	LTI 02/09/2022	02/09/2022	SARDAR SANKAR ROAD, 61A, City:- Not Specified, P.O:- Sarat Bose Road, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700029, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxx8K, Aadhaar No: 64xxxxxxxx5452 Status : Representative, Representative of : SORAJEET DEVELOPERS LLP (as Partner)

3	Name	Photo	Finger Print	Signature
	Mr SOHAN KUMAR KOTRIWAL Son of Basudeo Prasad KOTRIWAL Date of Execution - 02/09/2022, , Admitted by: Self, Date of Admission: 02/09/2022, Place of Admission of Execution: Office			
		Sep 2 2022 11:35AM	LTI 02/09/2022	02/09/2022
B. L Saha Road, 61, City:- Not Specified, P.O:- New Alipore, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700053, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AExxxxxx4B, Aadhaar No: 66xxxxxxx1417 Status : Representative, Representative of : SORAJEET DEVELOPERS LLP (as Authorized Signatory)				
4	Name	Photo	Finger Print	Signature
	Mr ALOK JHUNJHUNWALA Son of Mahendra JHUNJHUNWALA Date of Execution - 02/09/2022, , Admitted by: Self, Date of Admission: 02/09/2022, Place of Admission of Execution: Office			
		Sep 2 2022 11:36AM	LTI 02/09/2022	02/09/2022
Hemanta Basu Sarani, 24, City:- Not Specified, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: AJxxxxxx5H,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : RISEWELL MERCANTILE PRIVATE LIMITED (as Authorized Representative)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Subhasis Das Gupta Son of Late B M Das Gupta Alipore, City:- Not Specified, P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027			
	02/09/2022	02/09/2022	02/09/2022
Identifier Of Mr NAWNEET SODHANI, Mr RAJESH KUMAR JHAJHARIA, Mr SOHAN KUMAR KOTRIWAL, Mr ALOK JHUNJHUNWALA			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	RISEWELL MERCANTILE PRIVATE LIMITED	SORAJEET DEVELOPERS LLP-16.4312 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	RISEWELL MERCANTILE PRIVATE LIMITED	SORAJEET DEVELOPERS LLP-2999.00000000 Sq Ft

On 02-09-2022

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 10:57 hrs on 02-09-2022, at the Office of the D.S.R. -I I SOUTH 24-PARGANAS by Mr RAJESH KUMAR JHAJHARIA ,.

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 3,07,30,145/-

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

Execution is admitted on 02-09-2022 by Mr NAWNEET SODHANI, Authorized Signatory, SORAJEET DEVELOPERS LLP (LLP), Sardar Sankar Road, 61, City:- Not Specified, P.O:- Sarat Bose Road, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700029

Identified by Mr Subhasis Das Gupta, , Son of Late B M Das Gupta, Alipore, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 02-09-2022 by Mr RAJESH KUMAR JHAJHARIA, Partner, SORAJEET DEVELOPERS LLP (LLP), Sardar Sankar Road, 61, City:- Not Specified, P.O:- Sarat Bose Road, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700029

Identified by Mr Subhasis Das Gupta, , Son of Late B M Das Gupta, Alipore, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 02-09-2022 by Mr SOHAN KUMAR KOTRIWAL, Authorized Signatory, SORAJEET DEVELOPERS LLP (LLP), Sardar Sankar Road, 61, City:- Not Specified, P.O:- Sarat Bose Road, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700029

Identified by Mr Subhasis Das Gupta, , Son of Late B M Das Gupta, Alipore, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 02-09-2022 by Mr ALOK JHUNJHUNWALA, Authorized Representative, RISEWELL MERCANTILE PRIVATE LIMITED (Private Limited Company), Hemanta Basu Sarani, 24, City:- Not Specified, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Identified by Mr Subhasis Das Gupta, , Son of Late B M Das Gupta, Alipore, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,053/- (B = Rs 10,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 10,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/09/2022 2:44PM with Govt. Ref. No: 192022230111834548 on 01-09-2022, Amount Rs: 10,021/-, Bank: SBI EPay (SBlePay), Ref. No. 0178916338529 on 01-09-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 429425, Amount: Rs.50/-, Date of Purchase: 26/08/2022, Vendor name: Mamtajuddin Gazi

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/09/2022 2:44PM with Govt. Ref. No: 192022230111834548 on 01-09-2022, Amount Rs: 75,021/-, Bank: SBI EPay (SBlePay), Ref. No. 0178916338529 on 01-09-2022, Head of Account 0030-02-103-003-02



Suman Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2022, Page from 424717 to 424774

being No 160211846 for the year 2022.



Digitally signed by SUMAN BASU
Date: 2022.09.09 15:14:25 +05:30
Reason: Digital Signing of Deed.

(Suman Basu) 2022/09/09 03:14:25 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)