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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



AP 896823

2/3058015/23

12-15
27/02/24

ADDITIONAL REGISTRAR OF ASSURANCES-II, KOLKATA

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

[Signature]
Additional Registrar of Assurances II, Kolkata

27 FEB 2024

Director / Authorised Signatory

GOODLUCK INFRADEVELOPERS PVT. LTD.

THIS AGREEMENT made this 27th day of February Two Thousand and Twenty Three ~~Four~~.

BETWEEN

Authorised Signatory / Director

Sanmarg News And Allied Services Pvt. Ltd.

Sanmarg News And Allied Services Pvt. Ltd.

Authorised Signatory / Director

GOODLUCK INFRADEVELOPERS PVT. LTD.

Director / Authorised Signatory

028400

Sl. No.....Date.....
Name.....
Add.....
AMT.....100.....

14 DEC 2023
14 DEC 2023

Good Luck Infrastructures (P) Ltd

16, Strand Rd

Kol - 1


SOUMITRA CHANDA
Licensed Stamp Vendor
8/2, K. S. Roy Road, Kol-1



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ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
27 FEB 2024



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



121220232031543833

GRIPS Payment Detail

GRIPS Payment ID:	121220232031543833	Payment Init. Date:	12/12/2023 18:58:03
Total Amount:	85042	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	4948416537717	BRN Date:	12/12/2023 18:58:32
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name:	Mr NAVIN KUMAR BHARTIA
Mobile:	9831462846

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240315438348	Directorate of Registration & Stamp Revenue	85042
Total			85042

IN WORDS: EIGHTY FIVE THOUSAND FORTY TWO ONLY.

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





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



192023240315438348

GRN Details

GRN:	192023240315438348	Payment Mode:	SBI Epay
GRN Date:	12/12/2023 18:58:03	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	4948416537717	BRN Date:	12/12/2023 18:58:32
Gateway Ref ID:	233469129674	Method:	HDFC Retail Bank NB
GRIPS Payment ID:	121220232031543833	Payment Init. Date:	12/12/2023 18:58:03
Payment Status:	Successful	Payment Ref. No:	2003058015/2/2023 [Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr NAVIN KUMAR BHARTIA
Address:	FLAT NO. 11W, RAJNIGANDHA, 25B BALLYGUNGE, KOLKATA - 700001
Mobile:	9831462846
Email:	NBHARTIA@SOHAMESTATES.COM
Period From (dd/mm/yyyy):	12/12/2023
Period To (dd/mm/yyyy):	12/12/2023
Payment Ref ID:	2003058015/2/2023
Dept Ref ID/DRN:	2003058015/2/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003058015/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2003058015/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	10021
			Total	85042

IN WORDS: EIGHTY FIVE THOUSAND FORTY TWO ONLY.

RECEIVED
GRADUATION
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1 **PARTIES:**

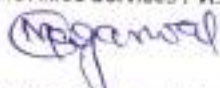
1.1 **OWNER:**

1.1.1 **SANMARG NEWS AND ALLIED SERVICES PRIVATE LIMITED**, having its (CIN: U93000WB2014PTC199352) (PAN:AAUCS1358J), a company incorporated under the Companies Act, 1956 and within the meaning of the Companies Act, 2013 and having its Registered Office at Chitrakoot Building 230A, A.J.C Bose Road, 7th Floor, Room No 3 Kolkata-700020, represented by its Director viz. **Mr. Mahesh Kumar Agarwal**, having his DIN:01347674 and PAN:ACQPA7760F, son of Late Matadin Agarwal, aged about 51 years, by religion Hindu, by occupation Service, by nationality Indian, residing at Luxuria Heights, 15th Floor Flat - 1501, 11/1 New Tangra Road, Kolkata 700046 hereinafter referred to as "the **OWNER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-interest and/or assigns) of the **ONE PART; AND**

1.2 **DEVELOPER:**

1.2.1 **GOODLUCK INFRADEVELOPERS PVT LTD.**, having its CIN: U72100WB2010PTC147305 and PAN No: AADCG8092Q, a company incorporated under the Companies Act, 1956 and within the meaning of the Companies Act, 2013 and having its Registered Office at 16, Strand Road, 3rd Floor, Unit 301D, Kolkata 700 001, represented by its Director viz. Mr. Navin Kumar Bhartia having his DIN No.: 00259552 and PAN No.: ADTPB8802D, son of Late Satyanarain Bhartia, aged about 54 years, by religion Hindu, by occupation Business, by nationality India, residing at Flat no. 11W, Rajnigandha Apartment, 25B, Ballygunge Park, Kolkata - 700019 hereinafter referred to as "the **DEVELOPER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed

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Director / Authorised Signatory



to mean and include its successors or successors-in-interest and/or permitted assigns) of the **OTHER PART**;

SECTION-I # DEFINITIONS:

1 **DEFINITIONS:** Unless in this Agreement there be something contrary or repugnant to the subject or context:-

1.1.1 **"Agreement"** shall mean this Agreement along with all annexures and schedules attached hereto and all instruments supplemental to or in amendment or furtherance or confirmation of this Agreement, entered into in writing by both parties, in accordance with its terms, including the power of attorney;

1.1.2 **"Agreed Ratio"** shall mean the ratio of sharing or distribution of the Project between the Owner and the Developer which shall be 30% (Thirty percent) of the Owner and 70% (Seventy percent) of the Developer.

1.1.3 **"Building Complex"** shall mean the New Building inter alia consisting of space for Modern Printing Press and other spaces to be constructed at portion/s of the Project Land along with the relevant Common Areas and Installations and wherever the context so permits or intends include the Project Land.

1.1.4 **"Building Plans"** shall mean the plan for construction of the New Building caused to be sanctioned from the NKDA being Plan No. 0030077520230508 dated 08/05/2023 and shall include all modifications and/or alterations as may be made thereto from time to time as also all extensions and/or renewals thereof.

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- 1.1.5 **"Common Areas and Installations"** shall mean the areas, installations and facilities at or for the Building Complex as mentioned in the **SECOND SCHEDULE** hereto and the same shall be subject to modifications and alterations that may be made by the Developer in terms hereof.
- 1.1.6 **"Common Purposes"** shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the Transferees thereof; collection and disbursement of the Common Expenses; the purpose of regulating mutual rights, obligations and liabilities of the Transferees thereof; and dealing with all matters of common interest of the Transferees thereof.
- 1.1.7 **"Completion of Construction"** in respect of any of the New Building or part thereof shall mean the compliance of requirements mentioned in clause 8.14 hereto.
- 1.1.8 **"Developer's Share"** shall mean the Sale Proceeds of 70% (seventy percent) of the Transferable Areas in the Project (including roof/terrace), 70% (seventy percent) of the Parking Spaces, 70% (seventy percent) of the Common Areas and Installations and 70% (seventy percent) of the undivided share in the Project Land.
- 1.1.9 **"Developer's Named Representative"** shall, unless changed by an intimation in writing given to the Owner, mean Mr. Navin Kumar Bhartia.

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1.1.10 "Encumbrances" shall include encumbrances, mortgages, charges, security interest, liens, lis pendens, attachments, leases, tenancies, thika tenancies, occupancy rights, uses, debutters, trusts, bankruptcy, insolvency, acquisition, requisition, vesting, claims, demands, forfeitures and liabilities whatsoever or howsoever.

1.1.11 "Extras and Deposits" shall mean the amounts payable in respect of the items mentioned in the **FOURTH SCHEDULE** hereto

1.1.12 "New Building" shall mean the building and/or other structures that may be constructed by the Developer from time to time at the Project Land or portions thereof in terms of this Agreement.

1.1.13 "Owner's Share" shall mean and comprise of the Owner's Retained Share and the Owner's Transferable Share defined below:

(a) 21,506 Square Feet Built-Up Area of Transferable Areas (equivalent to 23.45 percent of the Transferable Areas in the Project) (including roof/terrace) and 31 number of Parking Spaces (equivalent to 20.26 percent of the 153 Parking Spaces in the Project) together with 23.45 percent of the Common Areas and Installations and 23.45 percent of the undivided share in the Project Land which shall be retained by the Owner for setting up Modern Printing Press, Offices etc. (collectively "Owner's Retained Share"); and

(b) the Sale Proceeds of 6012 Square Feet Built-Up Area equivalent to 6.55% (six point five five percent) of the Transferable Areas in the Project (including roof/terrace), 15 number of Parking Spaces equivalent to



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9.80% (nine point eight zero percent) of the Parking Spaces, 6.55% (six point five five percent) of the Common Areas and Installations and 6.55% (six point five five percent) of the undivided share in the Project Land (collectively "Owner's Transferable Share").

1.1.14 "Owner's Named Representative" shall, unless changed by an intimation in writing given to the Developer, mean Mr. Mahesh Kumar Agarwal.

1.1.15 "Parking Spaces" shall mean the spaces at the Building Complex earmarked for parking of motor cars including at covered space, basement car park, open area or under a shade at the open area or mechanized multilevel systems for parking of motor cars.

1.1.16 "Pass Through Charges" shall mean the Goods and Service Tax or any substitutes, additions or alterations thereof and any other impositions, levies or taxes (other than Income Tax) on the Transfer in favour of the Transferees.

1.1.17 "Project Land" shall mean ALL THAT Land admeasuring 4120.836 square metres (1.018 Acres) more or less with structures, appendages and appurtenances comprised in Street No. 775, Plot IID/24 in Block IID, New Town, P.S - New Town, District North 24 Parganas under Mouza Noapara, J.L. No. 11, morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.

1.1.18 "Project" shall mean and include (a) development of Building Complex consisting of space for modern printing press and other spaces to be

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constructed exclusively by the Developer on the Project Land, (b) Transfer of the Transferable Areas and (c) Administration of the Building Complex by the Developer until handing over to the Association on its formation.

1.1.19 "Real Estate Laws" shall mean Real Estate (Regulation and Development) Act, 2016 and include the amendments and substitutes thereof and also all rules, regulations, byelaws, notifications, circulars, etc. thereunder.

1.1.20 "Shares in land" shall mean the proportionate undivided share in the Project Land attributable to any Unit.

1.1.21 "Transfer" with its grammatical variations shall include transfers primarily by sale but with possibility of leases and otherwise as decided by the Developer in respect of the Developer's Share and shall include transfers by sale in respect of the Owner's Transferable Share;

1.1.22 "Transferable Areas" shall mean both the Owner's Share and the Developer's Share and shall comprise of all the Units, Parking Spaces, other constructed spaces, private/reserved terraces/roofs with or without any facilities and all other areas at the Building Complex and Project Land including Additional/Further Construction mentioned under Clauses 7.3.3 and 8.16, that are capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise and shall also include any right, benefit or privilege at the Building Complex and Project Land capable of

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being commercially exploited and wherever the context so permits shall include the undivided shares in the Project Land.

1.1.23 "Transferees" shall mean the persons to whom any Transferable Areas in the Project is Transferred or agreed to be Transferred. It being clarified that the Developer shall also be regarded as Transferee in respect of the area retained by the Developer out of the Developer's Share. Similarly, the Owner shall also be regarded as Transferee for the Owner's Retained Share.

1.1.24 "Units" shall mean the independent and self-contained office spaces, conference hall, retail use and other constructed spaces capable of being exclusively held used or occupied by person/s.

1.1.25 "NKDA" shall mean the New Town Kolkata Development Authority and shall include all its departments and officers.

1.1.26 "Sale Proceeds" shall mean the sale consideration received/receivable from the Transferees for sale /transfer of the Transferable Areas and shall include all receivables regarding the same like interest, penalty, compensation and/or forfeited amount and/or transfer/nomination fee, etc. Provided However That the Extras and Deposits and Pass Through Charges shall not form part of the Sale Proceeds.

1.2 INTERPRETATION:

1.2.1 Reference to any clause shall mean such clause of this Agreement and include any sub-clauses thereof. Reference to any Schedule



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shall mean such Schedule to this Agreement and include any parts of such Schedule.

- 1.2.2** Headings, Clause Titles, Capitalized expressions and Bold expressions are given for convenience only.
- 1.2.3** Reference to the word "include" shall be construed without limitation;
- 1.2.4** The Schedules/Annexures and recitals hereto shall constitute an integral part of this Agreement and any breach of the stipulations contained in the Schedule shall be deemed to be a breach of this Agreement;
- 1.2.5** Reference to a document, instrument or agreement (including, without limitation, this Agreement) is a reference to any such document, instrument or agreement as modified, amended, varied, supplemented or novated from time to time in accordance with the provisions.

SECTION-II # RECITALS AND REPRESENTATIONS:

2 RECITALS/REPRESENTATIONS:

2.1 RECITALS:

- 2.1.1** The West Bengal Housing Infrastructure Development Corporation Ltd. was the absolute owner and well seized and possessed of the Project Land being ALL THAT Land admeasuring 4120.836 square metres (1.018 Acres) more or less, comprised in Street No. 775, Plot IID/24 in Block IID, New Town, under Mouza Noapara, J.L No.11 within P.S - New Town, in the District of North 24 Parganas.

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2.1.2 While thus being seized and possessed of the Subject Land, the said West Bengal Housing Infrastructure Development Corporation Ltd transferred the Project Land in favour of SANMARG PRIVATE LIMITED by virtue of an Indenture of Sale dated 17.10.2011, registered at the office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake City and incorporated in Book No. I, CD Volume No. 20, pages from 4649 to 4663, being No. 11972 for the year 2011, for the specific purpose of using the land, i. e "Modern Printing Press including other offices" under the principal use "Business".

2.1.3 The said SANMARG PRIVATE LIMITED entered into a scheme of arrangement made under Section 391 to 394 of the Companies Act, 1956 between itself as demerged company and SANMARG NEWS AND ALLIED SERVICES PRIVATE LIMITED as resulting company and BALAJI HEIGHTS PRIVATE LIMITED as transferor company and as per the aforesaid Scheme the said SANMARG PRIVATE LIMITED demerged their Real Estate Division to SANMARG NEWS AND ALLIED SERVICES PRIVATE LIMITED (being the Owner herein), which is morefully described in the "SCHEDULE -A" and "SCHEDULE -B" of the "Annexure A" of the aforesaid Scheme of Arrangement, and BALAJI HEIGHTS PRIVATE LIMITED got amalgamated with SANMARG PRIVATE LIMITED which is morefully described in the "SCHEDULE -C" of the aforesaid Scheme of Arrangement which came into effect on and from 1st April, 2014.

2.1.4 The aforesaid companies filed an application before the Hon'ble High Court at Calcutta being Company Petition No. 292 of 2015 in connection with Company Application No. 28 of 2015 and after reviewing the

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aforesaid Scheme of Arrangement the Hon'ble High Court at Calcutta sanctioned the Scheme of Arrangement by an Order dated 17.02.2016.

2.1.5 Therefore, by virtue of the aforesaid order dated 17.02.2016 of the Hon'ble High Court at Calcutta, the right and interest of Real Estate Division including the Project Land of Sanmarg Private Limited stood transferred and vested, in favour of the Owner herein, pursuant to the Section 394(2) of the Companies Act, 1956. Accordingly, the Owner became the exclusive owner and occupier of the Project Land with absolute right of ownership. Accordingly, SANMARG NEWS AND ALLIED SERVICES PRIVATE LIMITED, being the Owner herein, has been possessing the Project Land exclusively, openly, peacefully and uninterruptedly upon acquiring an indivisible right, title, interest and possession over the Project Land, as the true and lawful owner till date.

2.1.6 Pursuant to discussions between the parties and the representations as hereinafter contained, the Owner has agreed to grant to the Developer exclusive rights and interest in respect of the Project Land whereby the Developer shall, inter alia, be entitled to the exclusive right to develop, construct and complete the Building Complex at its own cost and to the Sale Proceeds of the Developer's Share to be transferred to interested Transferees and/or to retain the Developer's Share and the Owner shall, inter alia, be entitled to the Sale Proceeds of the Owner's Transferable Share to be transferred to interested Transferees and to retain the Owner's Retained Share.

2.2 REPRESENTATIONS:

2.2.1 REPRESENTATIONS OF OWNER: The Owner made the following several representations, assurances and warranties to the Developer for the purpose of entering upon this Agreement and the transaction envisaged herein:

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- (i) That the Owner is the sole and absolute Owner of the Project Land with good marketable title in terms of the deeds and documents mentioned in Clause 2.1 above and the contents of the same are all true and correct.
- (ii) That the Project Land is free from all Encumbrances whatsoever or howsoever created by the Owner.
- (iii) That the Owner has caused its name to be mutated in the records of N.K.D.A. in respect of the Project Land as it is evident from the Certificate of Record of Title of Land bearing no. 0101522211003102 dated 20th December, 2022 issued by NKDA.
- (iv) That there is no injunction or status quo, prohibiting the Owner from entering upon this Agreement and/or in the development and transfer of the Project Land nor is there any notice or proceeding affecting the same.
- (v) That to the best of knowledge there is no notice of acquisition or requisition or alignment received or pending in respect of the Project Land or any part thereof.
- (vi) That all the original documents of title in respect of the Project Land are in the custody of the Owner and the same have not been deposited with anyone nor seized by any authority nor used as security or collateral security or bond or otherwise in respect of any activity or transaction whatsoever.
- (vii) That there is no pending agreement or contract with any other person in connection with the Project Land or any part thereof or its development/sale/transfer nor the Owner has executed any power of attorney in favour of any person nor has

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otherwise dealt with the Project Land or any part thereof prior to execution of this Agreement.

- (viii) That there are no legal proceedings filed or pending by or against the Owner and/or its Directors in respect of the Project Land nor have the Owner and/or its Directors have extended any security and/or guarantee which is likely to affect the Project Land in any manner whatsoever.
- (ix) That there is no notice or proceeding of winding up or bankruptcy or insolvency proceedings or any proceeding under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or the Companies Act or Bankruptcy & Insolvency Code or before the Debts Recovery Tribunal or before any Court or Tribunal filed or pending against the Owner, relating to or affecting the Project Land.
- (x) That the Project land is a business asset of the Owner and the same has been consequently disclosed as stock in trade in its books of accounts.
- (xi) That subject to the terms hereof, there is no difficulty in the compliance of the obligations of the Owner hereunder.

2.2.2 REPRESENTATIONS OF DEVELOPER: The Developer has represented and assured the Owner, inter alia, as follows:-

- (i) The Developer is carrying on the business of construction and development of real estate and has infrastructure, expertise and resources in this field.

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- (ii) That the Developer has adequate financial resources and necessary infrastructure to undertake the Project envisaged under this Agreement.
- (iii) That the work of construction and/or development of the said Project Land will not suffer for lack of finance.
- (iv) The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.
- (v) The Developer has independently carried out searches and investigations of title relating to the Project Land and the right, title and interest of the Owner in respect thereof as contained in the deeds and documents mentioned in Clause 2.1 above and has fully satisfied itself regarding the same.
- (vi) That there are no legal proceedings filed or pending by or against the Developer and/or its Directors in respect of the Project Land nor the Developer and/or its Directors have extended any security and/or guarantee which is likely to affect the Project or its implementation in any manner whatsoever.
- (vii) That there is no notice or proceeding of winding up or bankruptcy or insolvency proceedings or any proceeding under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or the Companies Act or Bankruptcy & Insolvency Code or before the Debts Recovery Tribunal or before any Court or Tribunal filed or pending against the Developer.



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(viii) Subject to the terms hereof, there is no difficulty in compliance of the obligations of the Developer hereunder.

- 2.3 The parties are now entering upon this Agreement to put into writing all the terms and conditions agreed between them in connection with the Project and the respective rights and obligations of the parties in respect of the same as hereinafter contained.

SECTION-III # WITNESSETH:

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

3 AGREEMENT AND CONSIDERATION:

- 3.1 In consideration of the obligations, covenants, terms and conditions contained herein and on the part of the Developer to be observed, fulfilled and complied with, the Owner hereby grants to the Developer exclusive right and authority in respect of the Project Land to develop the same by constructing the Building Complex thereon as per the Building plan, sanctioned by the New Town Kolkata Development Authority (N.K.D.A.) and the specifications mentioned in the **Third Schedule** hereto and to be entitled to the Developer's Share and other rights as morefully hereinafter contained and in consideration thereof and further in consideration of the obligations, covenants, terms and conditions contained herein and on the part of the Owner to be observed, fulfilled and complied with, the Developer has agreed to develop, construct and complete the Project including the Owner's Retained Share and to make payment of the Sale Proceeds of the Owner's Transferable Share to the Owner on the terms and conditions hereinafter contained.



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- 3.2 On and subject to the terms and conditions hereinafter contained, with effect from the date hereof, the Developer shall have the sole and exclusive rights, authorities and entitlements to (a) develop and construct and complete the Building Complex at the Project Land and (b) administer the Project in the manner and until the period as morefully contained herein and (c) Transfer the Transferable Areas in the manner herein stated in respect of the Developer' Share and (d) all other properties benefits and rights of the Developer hereunder **And** the Owner shall be entitled (a) to the Owner's Share and (b) all other properties benefits and rights of the Owner hereunder.
- 3.3 The Building Complex shall be constructed by the Developer at its own costs and expenses. The Owner hereby agrees to sign transfer-documents, if required, as & when the Developer requests the Owner, in the case of transferring the share in land attributable to the Developer's Share in favour of the concerned Transferees after issue of the full Completion Certificate by NKDA and/or the concerned authority Subject To the Sale Proceeds of the Owner's Transferable Share being paid to the Owner and Subject to the Owner's Retained Share being completed and made available to the Owner Provided However that any delay in taking over of the Owner's Retained Share by the Owner due to delay in payment of the Extras and Deposits by the Owner in respect thereof and/or due to delay in refund of the Security Deposit by the Owner shall not be a valid reason for delaying the transfer of share in land.
- 3.4 The agreement and the rights of the Developer shall be and remain valid and subsisting at all times and cannot be unilaterally cancelled by the Owner except only in accordance with any specific terms and conditions mentioned herein.

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4 LAND RELATED OBLIGATIONS OF OWNER :

- 4.1 ATTRIBUTES REQUIRED FOR SAID LAND:** The Owner shall be wholly responsible and liable to cause and ensure the availability of the Project Land towards the development and Transfer in terms hereof. The Owner shall comply with and meet the following criteria and requirements:
- 4.2 Marketable Title:** The Owner shall keep and maintain the presently existing good marketable title to the Project Land that has been accepted by the Developer and the Owner agrees not to create any Encumbrance or do any act deed or thing which may result in any defect in its title to the Project Land. Notwithstanding anything to the contrary contained elsewhere in this Agreement (including but not limited to Clause 2.2.1 and Clause 4 hereof) or otherwise, it is expressly agreed by and between the parties that the obligation and/or liability of the Owner regarding the title and/or the Project Land shall be limited and restricted only in respect of any issue, that may be raised by WBHIDCO regarding the title of the Project Land and/or any monetary claim, that may be raised by WBHIDCO against the Owner relating to the purchase of the Project Land and for no other reason or issue whatsoever. Further, such obligation and/or liability of the Owner shall be limited to a maximum period of 2 years from the date of issue of the occupancy/completion certificate and shall not under any circumstances exceed the amount receivable by the Owner from the sale/ transfer of the Owner's Transferable Share.
- 4.3 Free from Encumbrances:** In case any issue is raised by WBHIDCO regarding the title of the Project Land and/or any monetary claim is raised by WBHIDCO against the Owner relating to the purchase of the Project Land and for no other reason or issue whatsoever, then the Owner shall be responsible to clear the same at its own costs and expenses within

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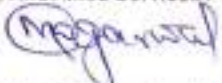
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60 days of the same arising. Further, such obligation and/or liability of the Owner shall be limited to a maximum period of 2 years from the date of issue of the occupancy/completion certificate and shall not under any circumstances exceed the amount receivable by the Owner from the sale/transfer of the Owner's Transferable Share. In case any other issues arise in connection with the ownership and/or possession of the Project Land by the Owner, then the same shall be resolved by the Developer at its own costs and expenses.

- 4.4 Direct Access:** The Project Land is having direct access from Street no. 775.
- 4.5 Mutation:** The Owner has mutated its name in the records of the NKDA in respect of the Project Land and the same shall be maintained by the Owner. However, the responsibility of the Owner shall be limited till the completion certificate is received and conveyances are executed in favour of the Transferees, subject to a maximum period of 2 years from the date of completion certificate.
- 4.6 N.K.D.A Guidelines:** The Owner shall be responsible only to comply with regard to NKDA guidelines in respect of the title of the Project Land to the extent mentioned under Clause 4.2.
- 4.7 Physical Possession:** There is or shall be no claim or interference or obstruction of any other person as regards possession of the Project Land or any part thereof for the purpose of development.
- 4.8 Property Tax and statutory Dues:** The Owner shall at its own costs and expenses, bear and pay the property tax and all other rates taxes land revenue and other dues and outgoings in respect of the Project Land till the date of execution of this Development Agreement.

5 TITLE DEEDS & OTHER DOCUMENTS:

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Authorised Signatory / Director

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Director / Authorised Signatory

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- 5.1 Simultaneously with the execution of this Agreement, the document of title relating to the Project Land being the original Indenture of Sale dated 17th October, 2011 and the certified copy of order dated 17th February, 2016 sanctioning the Scheme of Arrangement ("**Title Deeds**") shall be kept in the custody of the Owner for the purpose of the Project till its completion and shall thereafter remain in the custody of the Owner as its document of Title in respect of the Owner's Retained Share in terms of Clause 5.3 and shall absolutely belong to the Owner.
- 5.2 Upon every request of the Developer from time to time made to the Owner, the Owner shall provide inspection and make production of the Title Deeds to the Developer and/or any appropriate authority, banks and/or Transferees and also provide copies or extracts therefrom.
- 5.3 The Owner shall retain the Title Deeds and be exclusively entitled to the same as the sole owner thereof upon completion of the Project in as much as the same shall be deemed to be the document of Title of the Owner in respect of the Owner's Retained Share.

6 ENTRY :

- 6.1 The Developer shall have the full free and unfettered right to enter upon the Project Land for the purpose of development and to carry out development activities. IT BEING made expressly clear that the possession of the Project Land is not being given nor intended to be given by the Owner to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act, 1882 read with applicable provisions of law and transfer of possession shall take place only at the time of hand over of possession of the Transferable Areas to the respective Transferees after issue of the Completion Certificate.

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7 PLANNING OF THE PROJECT:

7.1 **PLANNING:** The planning and layout for the development of the Project Land including, inter alia, the decision on the size and height, the design, concept, and layout of the Building Complex and also of landscaping, plantation, walkways, driveways at the Project Land, the number and area and type of use of Units and other Transferable Areas in the New Building and other portions of the Project Land with sharing of all/any facilities/infrastructure has been done by the Developer.

7.2 **SURVEY AND SOIL TESTING:** The Developer has at its own costs and expenses carried out necessary survey and soil testing and other preparatory works in respect of the Project Land.

7.3 BUILDING PLANS:

7.3.1 **PREPARATION AND APPROVAL:** The Developer has prepared the Building Plans and the same have been sanctioned by NKDA being Plan No. 0030077520230508 dated 08.05.2023.

7.3.2 **MODIFICATIONS AND ALTERATIONS:** The Developer shall be entitled from time to time to cause modifications and alterations to the Building plans or revised sanctioned plans in such manner and to such extent as the Developer may deem fit and proper, with prior intimation to the Owner Provided However that neither the total sanctioned area nor the Common Areas and Installations shall be reduced and the nature /classification of use of any Transferable Area shall not be changed without the prior written consent of the Owner Provided However rearrangement of Common Areas and Installations without reduction may be made without requirement of prior consent.

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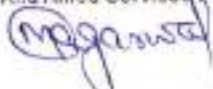
7.3.3 METRO CORRIDOR F.A.R.: The Developer has applied/shall apply for additional F.A.R. on account of Metro Corridor and the Building Plans shall be modified subject to sanction by the Appropriate Authorities. The additional FAR fees for Metro Corridor payable to NKDA has been/shall be borne and paid by the Owner and the Developer in the Agreed Ratio. The construction cost for such additional FAR and any other costs, charges and expenses relating to such Additional FAR shall be borne and paid solely by the Developer. Once sanctioned the additional FAR shall automatically form part of the Building Complex and the Project and the Transferable Areas and the Sale Proceeds thereof shall be shared between the Parties in the Agreed Ratio.

7.3.4 APPROVALS FOR SANCTION AND DEVELOPMENT: The Developer has obtained and/or shall obtain at its own cost, all the clearances, permissions, no objection certificates and other approvals required for sanction of the Building Plans and carrying out the development at the Project Land, including those required from Airport Authority, Fire Service Authorities, Police Authorities, NKDA, any other Statutory Authorities. The Developer shall also obtain full Completion/Occupancy Certificate from the NKDA and/or the concerned authority at its own cost.

7.4.4 SIGNATURE AND SUBMISSION: The Owner has and/or shall sign, execute, submit and deliver all applications, undertakings, declarations, affidavits, plans, boundary declarations, undertakings, letters and other documents, if required for the purpose of sanction and/or modification and/or renewal of the Building Plans.

8. CONSTRUCTION OF THE PROJECT:

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Director / Authorized Signatory

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- 8.1 **BOUNDARY WALL:** The Developer shall construct the boundary walls on all four sides of the Project Land at its own costs.
- 8.2 **GOOD CONSTRUCTION:** The Developer has commenced construction and shall construct erect and carry out the development at the Project Land or cause the same in a good and workman like manner with good quality of materials with the specifications as mentioned in the **THIRD SCHEDULE** hereto (or equivalent substitutes in quality/value thereof) and upon due compliance of the Building Plans and the laws applicable to and/or affecting the Project. The Developer shall have the sole and complete rights, obligations and liabilities in respect of all aspects of development and construction. The Owner shall not be responsible or liable for any accident or mishap or negligence at the project site during construction and/or for any structural or other defect or deficiency in construction at any time. The Developer hereby indemnifies and agrees to keep the Owner saved, harmless and indemnified of from and against any and all actions, suits, proceedings, claims, losses, damages, compensation, interest, costs, charges, expenses, liabilities, demands and consequences whatsoever that may be payable or suffered by the Owner relating to the development and/or construction and/or sale of the Project and/or any structural or other defect or deficiency in construction at any time and/or arising from any breach of this Agreement by the Developer and/or arising from any breach, default or violation of any law, permission, rules, regulations or bye-laws relating to development and construction and/or arising out of any accident mishap or negligence of the Developer during development and construction and/or arising from any of the declarations, representations, agreements and assurances made or given by the Developer being incorrect and/or arising due to any act, omission, breach or default of the Developer.

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CALCUTTA

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- 8.3 REAL ESTATE LAWS:** The Developer shall comply with all necessary requirements under the Real Estate Laws and required to be complied with by a developer of a building and the Owner shall co-operate and assist the Developer in respect thereof and shall also comply with all necessary requirements under the Real Estate Laws required to be complied with by a land owner and/or as and being the Owner hereunder.
- 8.4 TEAM:** The entire team of people required for the execution of the Project shall be selected and appointed by the Developer in its sole discretion. The Architect for the Building Complex shall 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 the 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 the architect and/or contractors labourers caretaker etc. or for the compliance of the provisions of labour laws, payment of wages, payment of P.F., E.S.I. etc., maintenance of records of labourers etc. and all the responsibilities in this regard shall be that of the Developer and the Owner shall be kept protected, harmless and indemnified in this regard including against any financial liability claimed from the Owner as also against any action, if taken against the Owner for non compliance or violation of the said requirements. It being further agreed that the Developer will inform the names of the contractor/supplier to the Owner for availing/procuring any services/goods for value exceeding Rs. 50,00,000/- (Fifty Lakhs) and if the Owner objects to any name within 7 days of receipt of such information, the Developer shall not procure/avail goods/services from such supplier/contractor.

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8.5 UTILITIES: The Developer shall at its own costs and expenses be entitled to utilize the existing available and/or modify or alter or apply for and obtain new connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities (whether temporary or permanent) from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the proposed Project.

8.5.1 COMMON AREAS AND INSTALLATIONS: The Developer shall identify the Common Areas and Installations in the Project Land meant for joint use of all Transferees

8.5.2 The Developer shall be entitled to allow or permit only phasewise and/or provisional and/or partial use of any of the Common Areas and Installations until completion of construction of the Project or until such earlier time as the Developer may deem fit and proper.

8.5.3 The Developer shall be entitled to provide for separate entrances and other Common Areas and Installations for different groups of Transferees.

8.6 AREAS: The carpet area shall be as per applicable Real Estate Laws and shall be provided by the Developer and the built-up area in respect of all the Units and other Transferable Areas in the Project shall be such as be determined by the Developer on the basis of the Certificates of the Architect for the Project.

8.7 MANAGEMENT, CONTROL & AUTHORITY: With effect from the date of execution of this Agreement, the Developer shall have exclusive and unobstructed right to administer the Project till formation of the Association or such earlier time as the Developer may desire without in any manner affecting the legal possession of the Owner in respect of the



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Project Land and the Owner's right to free and unrestricted access to the Project Land and the Building Complex during the construction period. The Owner hereby agree and confirm that the Developer shall have all the authority to carry out at its own costs the planning and development of the Project including the following:-

- 8.7.1** to set up site office, put up the hoardings/boards relating to the Project, bring out brochures and commence the preparatory works for development and marketing of the proposed Project at the Developer's cost.
- 8.7.2** to display the board/hoardings of the Project name and logo of the Developer and the Owner at the Project Land and the Building Complex.
- 8.7.3** To apply for and obtain all permissions, approvals and clearances from any appropriate authority for all or any of the purposes connected with the planning or development or Transfer of the Building Complex from the Government or any other person.
- 8.7.4** To represent the Owner before all appropriate authorities and Government and also all electricity, water, drainage, sewerage, technology driven and other service providers.
- 8.7.5** To pay various fees, costs and charges to the concerned authorities as may be necessary for the purpose of carrying out the development work on the Project Land and to claim refund of such deposits so paid and to give valid and effectual receipts in connection with the refund of such deposits in its own name or in the name of the Owner or in the joint names, as may be required.
- 8.7.6** To obtain necessary partial and/or full Completion/Occupancy Certificate from NKDA and/or any other appropriate authority.

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- 8.8 NAME:** The name of the Project shall be such as the Developer shall exclusively decide, provided that the name and logo of the Owner will be displayed by the Developer at all places in the Project along with that of the Developer save and except that the signage on the roof shall be that of the Developer only and the Owner shall not put up its brand name on the roof.
- 8.9 CO-OPERATION:** For all or any of the purposes contained hereinabove and required by the Developer, the Owner shall render all assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents including 'Power of Attorney' in favour of the Developer, and authorities as may be lawfully or reasonably required in terms of this agreement by the Developer from time to time promptly and without any delay, failing which the time periods for construction by the Developer shall stand automatically extended by the periods of delay on the part of the Owner, if any.
- 8.10 TIME & COSTS FOR PLANNING AND CONSTRUCTION:**
- 8.10.1 COMPLETION TIME:** Subject to the Owner not being in default in compliance of its obligations hereunder and subject to Force Majeure, the Developer shall construct and cause to be completed the construction of the New Building/Project as sanctioned within 42 months from the date of the sanction of the building plan, that is, by 08-11-2026. ("**Completion Time**").
- 8.11** An extended period of 6(Six) months ("**Grace Period**") beyond the Completion Time shall be granted to the Developer for completion of the project without being liable to pay compensation.



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8.12 In addition to the above it is expressly agreed and provided that in case of there being any issue, raised by WBHIDCO regarding the title of the Project Land and/or any monetary claim raised by WBHIDCO against the Owner relating to the purchase of the Project Land which restricts construction or sale of the Building Complex, then until resolution of such dispute or litigation or claim by the Owner, the time for compliance of the Developer's obligations shall ipso facto stand extended by the period of such restriction and be added to the time granted to the Developer. As mentioned in Clause 4.2, such responsibility of the Owner shall be limited to a maximum period of 2 years from the date of issue of the occupancy/completion certificate and shall not under any circumstances exceed the amount receivable by the Owner from the sale/transfer of the Owner's Transferable Share.

8.13 That in the aforesaid case if the Developer fails to complete the Project within the extended period as aforesaid, and in that event the Developer shall alone be liable and responsible to incur all costs including penalties, statutory duties/fees which may be levied for further extension of the period of construction and/or penalties, interest or compensation which may be payable to the Transferees and the Owner shall also be entitled to penalties, interest and compensation on the same basis as the other Transferees as per applicable law.

8.14 COMPLETION OF CONSTRUCTION: The construction of New Buildings shall be deemed to have been completed on the issuance of Completion Certificate in respect thereof by NKDA and/or the concerned authority ("Completion Certificate").

8.14.1 It is clarified that the elevation works and decoration and beautification works, landscaping works, pavements, permanent connections relating to the Common Areas and Installations may be

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continued and carried out after issue of the Completion Certificate. Such works, however, must be completed within a period of 6 months from the date of issuance of Completion Certificate by NKDA and/or the concerned authority.

8.15 COSTS AND EXPENSES: Except as provided under clause 7.3.3 hereto all costs of construction and development of the Building Complex at the Project Land shall be borne and paid by the Developer.

8.16 ADDITIONAL/FURTHER CONSTRUCTION: The Developer shall, if permissible in future shall apply for sanction of additional/further constructions (including any incremental parking space) beyond those sanctioned under the Building Plans and beyond those on account of Green Building/ Metro Corridor. In case such additional area is sanctioned, the same shall form part of the Transferable Areas. The FAR fee for additional FAR shall be borne and paid by the Owner proportionately as per the agreed ratio and the costs of construction of the additional area shall be borne and paid by the Developer solely and the time taken due to Additional/further construction shall be added to the time stipulated for construction hereunder.

9. Owner's Share and Developer's Share:

9.1 The Developer shall be absolutely and exclusively entitled to the Developer's Share and the Owner shall be absolutely and exclusively entitled to the Owner's Share. The term "Share" of each Party; shall mean; as regards the Developer the entire Developer Share and as regards Owner the entire Owner's Share comprising of the Owner's Retained Share and the Owner's Transferable Share.

9.2 The Owner's Retained Share as suggested by the Owner shall be identified and demarcated by the parties in a copy of the Building Plan which shall

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be counter signed by both parties and the Developer shall not deal with the Owner's Retained Share in any manner whatsoever and shall not seek any application or make any allotment or enter into any understanding or agreement regarding the same or any portion thereof.

- 9.3 Subject to due compliance of its obligations under this Agreement, the Owner shall be exclusively entitled to and shall have the exclusive and unfettered title, possession, occupation and right of transfer and disposal in respect of the Owner's Retained Share in the manner deemed fit by the Owner from time to time and the Developer shall not have any right title interest claim or demand of any nature whatsoever therein or in any part thereof. The Developer shall not in any way interfere with or disturb the quiet and peaceful possession and enjoyment of Owner's Retained Share and/or receive the Owner's Transferable Share.
- 9.4 Subject to due compliance of its obligations under this Agreement, the Developer shall be exclusively entitled to and shall receive the Developer's Share upon sale and transfer of the Transferrable Areas (excluding the Owner's Retained Area) in such manner and on such terms and conditions as Developer may deem fit and proper and the Owner shall not have any right interest claim or demand of any nature whatsoever therein or in any part thereof.
- 9.5 The Owner shall be solely entitled to the Owner's Transferable Share which shall be payable by the Developer to the Owner in the manner and at the time that may be agreed upon between them in writing subject only to the refund of Security Deposit and payment of GST for owners retained area and all extras and security deposits as agreed between the owner and developer as mentioned in Clause 10.5 below.

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- 9.6 The Owner's Retained Share shall belong exclusively to the Owner with full right to use, occupy, sell, transfer, lease out and/or otherwise deal with and dispose of the same in any manner whatsoever on such terms and conditions and for such consideration as may be decided by the Owner from time to time and all Sale Proceeds including Sale Consideration /Lease Premium/Rent etc. regarding the same shall belong solely to the Owner who shall be exclusive owner of the Owner's Retained Share. It is however made clear that any Deed of Conveyance regarding any portion of the Owner's Retained Share shall be executed only after issue of the Full Completion Certificate.
- 9.7 Within 15 (fifteen) days of issue of the Full Completion Certificate the Developer shall issue and deliver to the Owner the possession letter for the Owner's Retained Share. In case such letter is not received by the Owner within the aforesaid period of 15 days from the date of issue of the Full Completion Certificate then, the Owner shall be deemed to be in exclusive physical possession of the Owner's Retained Share and no possession letter and/or any deed or document of transfer for the same shall be necessary in as much as the Project Land belongs to the Owner and construction of the Owner's Retained Share shall be made by the Developer for and on behalf of for the benefit of the Owner. After issuance of the Full Completion Certificate the Owner and the Developer shall carry out a joint measurement of the Owner's Retained Share for ascertaining and determining the exact area comprised in the Owner's Retained Share. In the event the area comprised is found to be less than 21,506 square feet built up area then the Developer shall compensate the Owner for the differential/less area at the per square feet rate to be mutually agreed between the parties in writing. In the event the area comprised is found to be more than 21,506 square feet built up area then the Owner shall compensate the Developer for the excess area at the per square feet rate to be mutually agreed between the parties in writing.

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Authorised Signatory / Director

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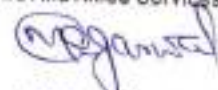

Director / Authorised Signatory

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- 9.8 Notwithstanding anything to the contrary contained elsewhere or otherwise, possession of any portion of the Transferable Areas shall not be made to any Transferee until possession of the Owner's Retained Share is made available to the Owner in a habitable and tenantable condition.
- 9.9 The Owner shall be entitled to have access to the Owner's Retained Share prior to issue of full Completion Certificate for the purpose of carrying out fit outs and making ready the interiors and installing the equipment required for the Printing Press and offices.
- 9.10 After issue of the full Occupancy/Completion Certificate if any part of the Owner's Retained Share is sold transferred and/or disposed of by the Owner, then it shall not be necessary for the Developer to be a party to any document regarding the same provided however that if requested by the Owner the Developer shall sign all documents for the aforesaid purpose and shall also execute a Power of Attorney in favour of the Owner and/or its nominees authorising them to sign deeds and documents and to fully represent the Developer in respect of the Owner's Retained Share.
- 9.11 The possession of the Owner in respect of the Owner's Retained Share in terms of clause 9.7, whether by virtue of the possession letter or by virtue of deemed possession shall be without prejudice to the right of Owner to get the defects, if any, rectified by the Developer at the costs and expenses of the Developer, within the period specified under the Applicable law.
- 9.12 Within 15 days from the date of possession of the Owner's Retained Share, the Owner shall be responsible and hereby agrees and undertakes to pay and bear the Pass Through Charges and the Extra and Deposits as may be mutually agreed between the parties simultaneously with the Owner receiving from the Developer the amount receivable by the Owner from the sale/transfer of the Owner's Transferable Share. As from the date of issue of full Completion Certificate and/or the date of handover of possession of the Owner's Retained Share to the Owner, whichever is

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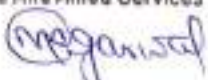
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service charges for the Common Areas and Installations in proportion to their respective Shares which are not disposed off and/or agreed to be disposed off by that date.


9.13 The Owner agrees and undertakes to, as and when requested by the Developer, be a party to all transfer deeds/conveyances to be executed by the Developer with the Intending Transferees for transfer of the Transferable Areas excluding the Owner's Retained Share to the Intending Transferees. Further, Owner agrees and undertakes to execute simultaneously herewith a power of attorney in favour of the Developer authorizing the Developer, inter alia, to enter into agreements, arrangements with Intending Transferees and execute and present for registration Agreement for Sale and deeds of conveyances relating transfer of the Units excluding the Owner's Retained Share along with the undivided proportionate share in the Project Land comprised in the Units excluding the Owner's Retained Share to the Intending Transferees. Such power of attorney shall be co-terminus with this Development Agreement and in case of termination of this Development Agreement all Powers of Attorney granted pursuant to this Agreement shall ipso facto and automatically stand terminated. It being agreed that the deeds of conveyances shall be executed after (a) completion of construction of the Project, (b) issue of the Full Completion Certificate (c) making ready and available the Owner's Retained Share and (d) making full payment of the Owner's Transferable Share subject to refund of interest free Security Deposit / GST on owner's retained area / extra charges and deposits as agreed.

9.14 The Developer shall be entitled to advertise for Transfer of the Project in all media and at the Project Land and the Building Complex till 2 years from full completion certificate or till sale of all Transferable Areas, whichever is earlier. The Developer shall settle and pay the costs and negotiate other terms with marketing and publicity agents and use its brands and logo in publicity materials and media.

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- 9.15 ADVOCATES:** All documents of transfer or otherwise shall be such as be drafted by SAMYAKK ATTORNEYS of Unit 3A &B, 3rd floor, No. 85A, Sarat Bose Road, Kolkata - 700 026 on behalf of the Developer and approved by R. Ginodia & Co. LLP of 6, Church Lane, Ground Floor, Kolkata-700 001 on behalf of the Owner.
- 9.16 INTEREST ETC. TO TRANSFEREES ETC.:** In case any liability, interest, damage or compensation is payable to any Transferee or other person relating to the Project, owing to any reason relating to the Project Land or the Project, including due to delay or default on the part of the Developer in compliance of its obligations towards them in accordance with the agreements to be entered with the Transferees, then the same shall be payable by the Developer exclusively. The Owner shall only be liable to pay to the Developer in the circumstances and to the extent and subject to the limit mentioned in clause 4.2. Notwithstanding anything to the contrary contained in this Agreement or under any provision of law or otherwise, it is agreed between the Owner and the Developer that the Owner shall not have any liability whatsoever to any third parties including the Transferees. In case any compensation, interest, etc. is payable to any third party/Transferees under any law then the same shall be payable solely by the Developer. The liability of the Owner towards the Developer shall be restricted to the extent mentioned in Clause 4.2.
- 9.17 LOANS BY TRANSFEREES:** The Transferees shall be entitled to take loans for the purpose of acquiring specific Units and Transferable Areas from banks, institutions and entities granting such loans. The Owner and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents etc. as be required in this regard by such banks, institutions and entities Provided That there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Project/Project Land except the Unit and

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appurtenances under Transfer and save those occasioned due to cancellation of the agreement with the Transferee.

10. EXTRAS AND DEPOSITS AND SECURITY DEPOSIT:

10.1 EXTRAS AND DEPOSITS: All Extras and Deposits as per the **FOURTH SCHEDULE** hereto that may be agreed to be charged by the Developer directly from any Transferee shall be taken and deposited by the Developer separately in its separate bank accounts. The residue remaining with the Developer on account of Deposits shall, upon formation of the Association in respect of the Project, be handed over to such Association by the Developer after adjusting the dues and arrears receivable by the Developer.

10.2 OWNER' LIABILITIES TOWARDS EXTRAS AND DEPOSITS: The Owner shall pay the Extras and Deposits in respect of Owner's Retained Share in respect of mutually agreed items only and payment for the same shall be made at such rates that may be mutually agreed by and between the parties hereto and the same may not be equivalent to those payable by the other Transferees.

10.3 SECURITY DEPOSIT: The Developer has agreed to pay to the Owner a sum of Rs. 3,00,00,000/- (Rupees Three Crores only) by way of interest free refundable security deposit in the following manner:

a. A sum of Rs 10,00,000/- (Rupees Ten Lacs only) has been paid prior to execution of this Agreement.

b. A sum of Rs. 1,90,00,000/- (Rupees one Crore ninety lakhs) shall be paid within 7 (seven) days of the registration of this Agreement.

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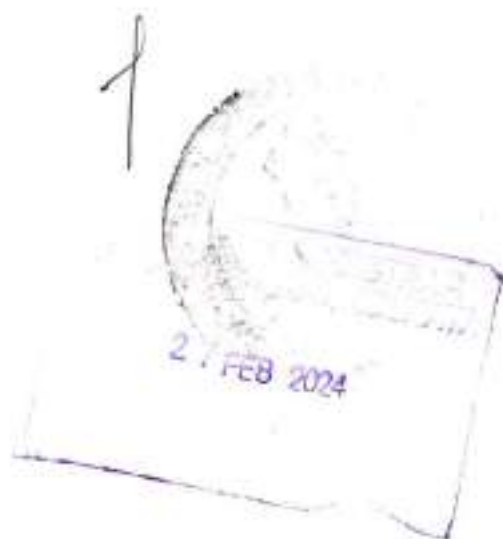
c. The balance sum of Rs. 1,00,00,000/- (Rupees one crore) will be paid within 7 days of registration of the project under RERA or within 90 (ninety) days from the date of this Agreement, whichever is earlier.

10.4 REFUND OF SECURITY DEPOSIT: The Owner shall refund the Security Deposit to the Developer within 15 days of receipt of the full Completion Certificate by the Owner from the Developer, receipt by the Owner of the entire Sale Proceeds in respect of the Owner's Transferable Share and the Owner having exclusive physical possession of the Owner's Retained Share, whichever is last.

10.5 In case the Owner fails to refund the Security Deposit or any part thereof then the unrefunded amount shall be adjusted by the Developer from the Sale Proceeds in respect of the Owner's Transferable Share after giving 7 days written notice to the Owner.

11. COMMON PURPOSES AND MAINTENANCE IN-CHARGE:

11.1 COMMON PURPOSES: Each of the Owner and the Developer and all Transferees shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Developer and the Owner and adopted for or relating to the Common Purposes of managing, maintaining, administering, up-keep and security of the Project and in particular the Common Areas and Installations. The Owner and the Developer shall respectively necessarily incorporate all rules, regulations restrictions and conditions framed as aforesaid.



11.2 MAINTENANCE IN-CHARGE: The Developer shall upon Completion of Construction of the Project form one or more Association for the Common Purposes and till then, the Developer or its nominee shall be in charge for the Common Purposes. It is expressly agreed and understood that so long as the Developer or its nominee be the Maintenance In-charge, the Owner and/or their nominees or transferees shall pay the maintenance charges in respect of the Owner's Retained Share at the same rate as payable by all Transferees. Further, the Developer shall not be bound to continue with such responsibility of administration of the Common Purposes beyond **6 (six) months** from the Completion of Construction of the Building Complex.

11.3 Until formation of the Association and handover of the charge of the Common Purposes or any aspect thereof to the Association, the Developer shall be free to appoint different agencies or organizations for any activities relating to Common Purposes at such consideration and on such terms and conditions as the Developer may deem fit and proper. All charges of such agencies and organizations shall be part of the Common Expenses.

11.4 Notwithstanding any formation of Association or handover of charge to it, neither the Association nor the members thereof or any Transferee shall be entitled to frame any rule or regulation or decide any condition which may affect any right or privilege of the parties hereto.

12. COVENANTS BY THE OWNER :

12.1 Subject to the due compliance by the Developer of its obligations hereunder and/or the applicable laws, the Owner doth hereby covenant with the Developer as follows:-

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- 12.1.1** That during the subsistence of this Agreement, the Owner shall neither deal with, transfer, let out or create any Encumbrance in respect of the Project Land or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.
- 12.1.2** That the Owner shall not be entitled to assign this Agreement or any part thereof in favour of any other person/third party, as from the date hereof without the prior consent in writing of the Developer.
- 12.1.3** That the Owner shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.
- 12.1.4** That the Owner shall not cause any interference or hindrance in construction and development at the Project Land by the Developer and/or Transfer of the Units and all transferable areas and not to do any act deed or thing whereby any right of the Developer hereunder may be affected.
- 12.1.5** That the Owner shall not in any way impair, hinder and/or restrict the development transfer and other activities envisaged under this Agreement.
- 12.1.6** That for all or any of the purposes contained in this Agreement, the Owner shall render all assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations,

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papers, documents & Deeds, and authorities as may be lawfully or reasonably required by the Developer from time to time.

12.1.7 The acts of the Owner's Named Representative in all matters referred to herein shall bind the Owner, except that any notice of termination or revocation of this Agreement or the Power of Attorney can be issued by the Owner's Named Representative only if the same is countersigned by another director of the Owner.

12.2 COVENANTS BY THE DEVELOPER: The Developer doth hereby covenant with the Owner as follows:-

12.2.1 That during the subsistence of this Agreement, the Developer shall neither deal with, transfer, let out or create any Encumbrance in respect of the Project Land or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.

12.2.2 That the Developer doth hereby agree and covenant with the Owner not to do any act deed or thing whereby any right or obligation of the Owner hereunder may be affected or the Owner are prevented from making or proceeding with the compliance of the obligations of the Owner hereunder.

12.2.3 That the Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and shall not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.

12.2.4 That the Developer shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Owner's Named Representative. In case consent



for assignment is given, the obligations of the Developer hereunder shall not be affected thereby and the Developer shall continue to be responsible and liable for the same in addition to the permitted assignee.

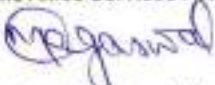
12.2.5 The acts of the Developer's Named Representative in all matters referred to herein shall bind the Developer, except that any notice of termination or revocation of this Agreement or the Power of Attorney can be issued by the Developer's Named Representative only if the same is countersigned by another director of the Developer.

12.3 GST AND TDS ETC.:

12.3.1 The parties shall respectively discharge statutory compliances in respect of TDS (Tax Deducted at Source) or Income Tax related compliances in respect of their respective rights, benefits and obligations under or arising out of this agreement. In respect of the Transferable Areas excluding the Owner's Retained Share, the Developer shall be solely responsible and liable for the compliances relating to GST including collection and deposit of GST.

12.3.2 The Owner will bear the Goods and Service Tax pertaining to the Owner's Retained Share only and shall pay the same to the Developer within 15 days of raising of demand by the Developer in accordance with law simultaneously with the Owner receiving from the Developer the amount receivable by the Owner from the sale/transfer of the Owner's Transferable Share and failure to pay the same shall attract applicable interest rates as per the GST Act and Rules made thereunder.

News And Allied Services Pvt. Ltd.


Authorized Signatory / Director

GOODLUCK INFRADEVELOPERS PVT. LTD.


Director / Authorized Signatory



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27 DEC 2010

13. FORCE MAJEURE: Notwithstanding anything elsewhere to the contrary contained in this Agreement, neither of the parties hereto shall be considered to be in default in performance of their respective obligations or be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the Force Majeure (as defined under Real Estate Laws) and time for performance shall remain suspended during the duration of the Force Majeure. Provided however that any injunction, prohibition or stay, not related to the title of the Owner shall not form part of "Force Majeure" and shall be subject to notice in writing being given by the party claiming Force Majeure, to the other party within 7 (seven) days from commencement of the Force Majeure event. It is further agreed that even if an event is construed to be a Force majeure event in terms of this Clause, in case any compensation, interest, penalty, etc is payable due to any delay arising because of such event, to any third party including, in particular, the Transferees under the Real Estate Law or otherwise, then the same shall be borne solely by the Developer save and except if the same arises due to the default on part of the Owner due to the circumstances mentioned in clause 4.2. Any liability of the Owner shall be subject to the extent and the limit mentioned in clause 4.2.

14. POWERS OF ATTORNEY:

14.1 The Owner shall with the execution of this Agreement execute and/or register at the cost of the Developer one or more Powers of Attorney in favour of the Developer and/or the Developer's nominated persons being namely Mr. Navin Kumar Bhartia and/or Mr. Soham Bhartia or such other person as may be nominated from time to time granting all necessary powers and authorities required by the Developer to effectuate and implement this Agreement in terms hereof including in connection with the Building Plans and for obtaining any sanctions and/or approvals

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27 FEB 2011

required by the Developer and/or for commencing or carrying out the Development at the Project Land and for obtaining any utilities and permissions thereat and also to sell, register and convey the units and transferable areas of the project other than the Owner's Retained Share in terms of Clause 1.1.13(a).

14.2 If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned herein, the Owner shall grant the same to the Developer and/or its nominees at the latter's costs and expenses.

14.3 AUTHORITY AND ADDITIONAL POWERS: It is understood that to facilitate the Project, various acts deeds matters and things not herein specified may be required to be done by the Developer for which the Developer may need the authority of the Owner for making or signing of various applications and other documents relating to which specific provisions may not have been mentioned herein. The Owner hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owner shall at the cost of the Developer, execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owner also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.

14.4 The said power or powers of attorney to be so granted by the Owner to the Developer and/or its nominee/s shall form an integral part of this Agreement and shall be co-terminated with this Agreement and the Owner shall not be entitled to modify or alter the same without the prior written consent of the Developer.

15. OTHER TERMS AND CONDITIONS:

Sahmarg News And Allied Services Pvt. Ltd.


Authorised Signatory / Director

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Director / Authorised Signatory

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ADDITIONAL REGISTRAR
OF ASSURANCE-K. KOLKATA
27-11-2007

- 15.1 PROPERTY TAXES AND OUTGOINGS:** Till the date of execution of this Development Agreement, all taxes and outgoings on account of property tax, land tax and other outgoings on the Project Land shall be borne and paid by the Owner and those arising for the period thereafter shall be borne and paid by the Developer Provided That such liability of the Developer shall from time to time progressively cease in respect of the portions for which Transferees become liable upon the receipt of completion certificate and/or handover of possession to Transferees, whichever is later. The municipal and property taxes and outgoings in respect of the Owner's Retained Area shall be borne and paid by the Owner relating to the period commencing from the date of issuance of the Full Completion Certificate by NKDA and/or the concerned authority and/or handover of possession of the Owner's Retained Area to Owner, whichever is later and the Owner shall keep the Developer indemnified regarding payment of such municipal and property taxes and outgoings.
- 15.2 REPORTS AND INFORMATION:** The Developer shall send to the Owner reports regarding progress of construction of the Project every three months and shall provide any information and clarification that may be required by the Owner relating to the Project from time to time within 7 days of each request Provided however, that the Owner shall not be entitled to receive any information regarding the expenses incurred by the Developer.
- 15.3 NO PARTNERSHIP OR AOP:** The Owner and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an Association of Persons (AOP).
- 15.4 NOT A PRESENT TRANSFER:** Nothing in this Agreement is intended to or shall be construed as a transfer of possession of the Project Land at present in favour of the Developer.

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ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
27 OCT 2011

- 15.5 WAIVERS:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. A waiver on any occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.
- 15.6 ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence, Memorandum of Understanding and agreements between the Parties, written oral or implied.
- 15.7 PART UNENFORCEABILITY:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.
- 15.8 MODIFICATIONS:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by the Owner and the Developer provided however that it shall not be necessary to register such writing.
- 15.9 EXECUTION IN DUPLICATE:** This Agreement is being executed in Duplicate, one counterpart each whereof shall be retained by the Owner and the Developer (the original registered version to be retained by the Developer) and each copy whereof shall be deemed to be the original.

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ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
27 FEB 2002

15.10 UNILATERAL CANCELLATION: Neither party hereto can unilaterally cancel or rescind this Agreement at any time unless such party is entitled to do so under the applicable law and/or by express terms of this Agreement contained elsewhere herein upon default of the other party.

15.11 CHOICE OF REMEDIES: It is clarified that the exercise of any one or more remedy by any party shall not be or constitute a bar for the exercise of any other remedy by the concerned party at any time. Furthermore, the liability of the Developer to pay interest at the rate and in terms of the other clauses of this Agreement shall continue for the entire duration until payment/repayment of the entire dues irrespective of the exercise of the other remedies by the Owner and without affecting the other liabilities of the Developer hereunder.

16. NOTICES: All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of dispatch of such notice by prepaid registered speed post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address which is not notified or return of the cover sent by registered speed post without the same being served. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid.

17. ARBITRATION: All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents and/or the Project Land or determination of any liability shall be referred to arbitration and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory modification

Sanmarg News And Allied Services Pvt. Ltd

Authorized Signatory / Director

GOODLUCK INFRADEVELOPERS PVT. LTD.

Authorized Signatory

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or enactment for the time being in force. In connection with the said arbitration, the parties have agreed and declared as follows:

- 17.1.1 The Arbitration Tribunal shall have summary powers and will be entitled to lay down its own procedure and shall be entitled to avoid/dispense with any rules relating to evidence and procedure as can be expressly avoided/ dispensed with under the law but shall give reasons for the award
- 17.1.2 The Arbitration Tribunal will be at liberty to make/give interim award and/or orders and/or directions and shall be entitled to grant specific performance, damages, compensation, interest, etc.
- 17.1.3 The parties agree to abide by all directions and/or awards of the Arbitration Tribunal.
18. **JURISDICTION:** Only the High Court at Calcutta and Courts having territorial jurisdiction over the Project Land shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto under the provisions of the Arbitration and Conciliation Act, 1996 or connected to the arbitration as provided hereinabove.

SECTION-IV # SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

(PROJECT LAND)

ALL THAT piece and parcel of land measuring about 4120.836 Square meters (1.018 Acres), be the same a little more or less, comprised within Mouza- Noapara, J.L. No. 11, in Street No. 775, Plot IID/24 in Block IID, New Town, within P.S - New Town (previously P. S. Rajarhat), in the District of North 24 Parganas, which is butted and bound in the manner as follows :-

Authorised Signatory of Director



Authorised Signatory of Director

GODLUCK INFRADEVELOPERS PVT. LTD.



Director / Authorised Signatory

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ԿՈՄԻՏԵ

2017 թ. 11. 14


ON THE NORTH : BY STREET NO. 775 (20.0M R.O.W)



ON THE SOUTH : BY PLOT NO. IID/20, IID/19 and IID/18

ON THE EAST : BY PLOT NO. IID/27

ON THE WEST : BY PLOT NO. IID/23



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

Together with all other rights of easements, hereditaments, messuages, rights, liabilities, interest and appurtenances thereto.

A map or plan of the Project land is annexed hereto and the same shall be treated as part of this Agreement

Be it mentioned that the total area of the rooms and structures, sheds on the Project Land is 7500 Square feet more or less.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(COMMON AREAS AND INSTALLATIONS)

Entrance Lobby

- Flooring - Granite/marble

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27 FEB 2004

- Walls - Mix of marble/granite/vitrified tiles panelling paints.

Lift lobby (Office Floors)

- Flooring - Vitrified tiles
- Walls and columns - Mix of vitrified tiles & granite/POP and emulsion paint

Lift lobbies (Basement)

- Floors - Vitrified tiles
- Walls - Mix of vitrified tiles & granite/POP and emulsion paint

Staircases

- Flooring - Tiles or cemented finish
- Walls - Plaster finish with emulsion paint

DG Backup (At Extra Cost) : 100% Power back up

Fire & Safety

- Intelligent fire-fighting system with water sprinklers
- Public address system to facilitate faster and more effective evacuation
- External and internal hydrants, dedicated water tank for fire and automatic sprinkler system
- Microprocessor-based fire alarm panel
- Evacuation points and refuge platforms as per fire norms
- Emergency control of elevators and automatic rescue devices in elevators

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27 FEB 2024

- All entries and periphery monitored by CCTV cameras

Lifts

- UPS/ARD in lifts
- Ropes, safety switch, lift pressurization system, ARD and other preventive maintenance and regular checking
- Sensor-based door opening to avoid collision with doors
- Overload sensors

Electricity & DG (At Extra Cost)

- Separate communication duct to house rising cables, Maintenance-free earthing system for safe operations

Rainwater Harvesting

- Storage of Rainwater from the roof and ground floor areas for efficient water utilization.
- Waste and Garbage Disposal
- Separate waste bins for different types of waste as per green norms.

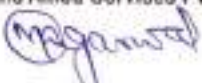
Solar Power Lighting For Common Areas

Building Complex will house solar panels which will generate energy to cater to the part lighting of the common areas of the building.

Energy-efficient Lights

LED lighting will be provided in the projects common areas

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2 / FEB 2024

THE THIRD SCHEDULE ABOVE REFERRED TO:

SPECIFICATIONS

Specification of construction & Fittings and Fixtures to be provided in the proposed Unit

- Flooring -Bare RCC flooring,
- Walls - POP/gypsum.
- Main Doors -Laminated flush door,
- Windows - Aluminium windows with glazing.
- Partition Walls - AAC Blocks.
- **Air-conditioning Provision (At Extra Cost):** Provision for individual AC units.
- **Electricals:** Provision for electrical connection at a single point in the unit will be provided. All internal wiring/fixtures etc. will be the responsibility of the unit holder.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

EXTRAS AND DEPOSITS

(Extras)

1. The Developer shall charge the Transferees the following as Extras:

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- (a) Proportionate share of the costs charges and expenses for procuring transformer, electricity connection for the Project
- (b) Proportionate share of costs, charges, expenses for common generator and its accessories and providing for supply of power therefrom to the Units during power failure
- (c) Costs, charges, expenses for providing Air-Conditioning facility in the Units (if applicable)
- (d) Nomination/Transfer Charges (if Applicable) for intermediate nominations/transfers by Transferees prior to completion of sale in their favour.
- (e) Costs and charges for Mutation and Apportionment of the Units in the records of the NKDA or concerned authority,
- (f) Proportionate share of cost, charges and expenses for formation of Association

1.1 The Developer shall also charge the Transferees the following:

- (a) Proportionate share of any costs charges and expenses for setting up or providing any additional or extra common area or installation in variation and/or addition to those hereinabove written.
- (b) All stamp duty, registration fees and allied expenses for execution and registration of the Agreement for Sale and the sale deed and other documents to be executed and/or registered in pursuance thereof,
- (c) Security Deposit and the expenses as may be required by the electricity provider for individual meter in respect of the Units directly with the provider and proportionate share of the security deposit in respect of the common meters in respect of the Common Areas and Installations.

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Director / Authorized Signatory



- (d) Goods and Service Tax (GST), or any other statutory charges/levies by any name called, if applicable and payable on construction of the Units or on the transfer thereof and/or on any amount or outgoing (including Maintenance Charges) payable by the Transferees in respect of the Units.
- (e) All taxes, levies, betterment fees, development charges etc., under any statute rules and regulations on the said Premises and/or the Units and/or the Building or on the construction or transfer of the Units envisaged hereunder payable by the Transferees wholly if the same relates to the Units and otherwise proportionately.

(Deposits)

1. The Developer shall take from the Transferees the following Deposits :
- (a) Towards Deposit, free of interest, to remain in deposit with the Developer to meet therefrom, in the event of default by the Transferees, in making payment of the maintenance charges and proportionate liability towards the other Common Expenses or any other outgoing relating to the Units
- (b) Towards Deposits, free of interest, to remain in deposit with the Developer till mutation of the Units in the name of the Transferees is effected in the records of NKDA and/or the concerned authority and in the event any arrear property tax is payable for the period from the date of possession till such mutation, the Developer shall meet the same from the said deposit. The Owner shall not be liable to pay this deposit, however the property tax post completion certificate shall be paid by the Owners in respect of the Owner's Retained Share.

Sanmarg News And Allied Services P.


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 Director / Authorised Signatory

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27 OCT 1964

- (c) Towards Sinking fund to meet therefrom such expenses as be necessary or incidental for the maintenance upkeep and running of the Common Areas and Installations.

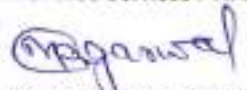
IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day month and year first above written.

SIGNED AND DELIVERED by
the within named OWNER at
Kolkata in the presence of:

Sanjib Ghosh
1/6-1, Purbali,
Bagmati,
Kolkata-700159

Vikash Kr Jha.

Sanmarg News And Allied Services Pvt. Ltd.


Authorized Signatory / Director

SIGNED AND DELIVERED by
the within named DEVELOPER
at Kolkata in the presence of:


Sanjib Ghosh
↓

Vikash Kr Jha
B.C. Sengupta Road,
Anpara, West, 709.

Drafted by: as per
declaration in document
by the parties.

K. C. Karimkhan
Advocate
High Courts, Calcutta
WB/8671/83.

GOODLUCK INFRADEVELOPERS PVT. LTD.





SITE PLAN OF PLOT NO.- IID/24, PRE. NO.- 03-0775, NEWTOWN, KOLKATA,
MOUZA-NOAPARA, J.L. NO.11, UNDER NEW TOWN POLICE STATION
LAND AREA:- 4120.836 sq.mt. (1.018 acre)



SCALE -1:600

PLOT NO.- IID/18

PLOT NO.- IID/19

PLOT NO.- IID/20

69258

PLOT NO.- IID/27

59500

PLOT NO.- IID/24

59500

PLOT NO.- IID/23

69258

R.O.A.D. (STREET NO.- 775)

FOOTPATH

Sanmarg News And Allied Services Pvt. Ltd.

Authorized Signatory / Director

GOODLUCK INFRADEVELOPERS PVT. LTD.

Director / Authorised Signatory

NOTE :-

1. ALL DIMENSIONS ARE IN MM.
2. PROPERTY LINES AS SHOWN BY THE PARTY ARE SHOWN THIS

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ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
27th Nov 1954

RECEIPT

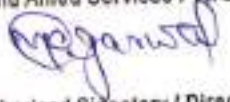
RECEIVED from the within named Developer the within mentioned sum of Rs. 10,00,000/- (Rupees ten lakhs only) towards part payment of the Security Deposit in terms hereof as per memo below:-

MEMO OF DEPOSIT

Demand Draft/Cheque Numbers	Date	Bank	Paid to	Amount (Rs.)
000032	08.04.2022	HDFC Bank	Owner	10,00,000/-

(Rupees ten lakhs only)

Sanmarg News And Allied Services Pvt. Ltd.


Authorized Signatory / Director

WITNESSES:

Sanjit Ghosh
1/6 - I, Pukhri
Bagwati,
Kolkata - 700 159












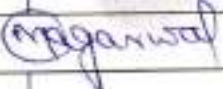











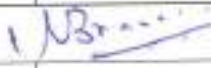
VIKASH K S JAIN
B.C. SODHANI,
Ajmer, No. 109.

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ADDITIONAL REGISTRAR
OF ASSURANCE - KERALA
27 FEB 2021

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the executants and or purchaser Presentants					
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		Little	Ring	Middle	Fore	Thumb
						
		(Right Hand)				
		Thumb	Fore	Middle	Ring	Little
						
		Signature : 				
		(Left Hand)				
		Little	Ring	Middle	Fore	Thumb
						
		(Right Hand)				
		Thumb	Fore	Middle	Ring	Little
						
		Signature : 				
		(Left Hand)				
		Little	Ring	Middle	Fore	Thumb
		(Right Hand)				
		Thumb	Fore	Middle	Ring	Little
		Signature :				

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ADDITIONAL SECRETARY
OF ASSURANCE DEPARTMENT
27 FEB 2024

Major Information of the Deed

Deed No :	I-1902-02574/2024	Date of Registration	27/02/2024
Query No / Year	1902-2003058015/2023	Office where deed is registered	
Query Date	12/12/2023 2:23:25 PM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Gouri Sankar Rana R. Ghoshia And Co. LLP, 6, Church Lane, Kolkata-700001, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 7980848205, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]		
Set Forth value	Market Value		
	Rs. 21,45,35,842/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,121/- (Article:4B(g))	Rs. 10,105/- (Article:E, E, B, M(a), M(b), I)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Hidco-II-D, Mouza: Hidco(ii) - D, JI No: 0, Pin Code : 700156

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-24		HIDCO Bastu	HIDCO Bastu	1.018 Acre		20,94,73,342/-	Width of Approach Road: 66 Ft., Adjacent to Metal Road,
Grand Total :					101.8Dec	0/-	2094,73,342 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	7500 Sq Ft.	0/-	50,62,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 7500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		7500 sq ft	0 /-	50,62,500 /-	



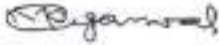


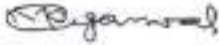


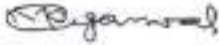


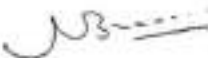


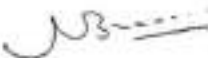


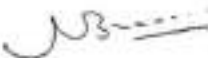
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Sanmarg News And Allied Services Private Limited Chitrakoot Building, 230A, A J C Bose Road, A. J. C. Bose Road, City:- , P.O:- AJC Bose Road, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 , PAN No.:: AAxxxxx8J,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	Goodluck Infradevelopers Private Limited 16, Strand Road, Flat No: 301D, City:- Kolkata, P.O:- Kolkata GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx2Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Mahesh Kumar Agarwal (Presentant) Son of Late Maladin Agarwal Date of Execution - 27/02/2024, , Admitted by: Self, Date of Admission: 27/02/2024, Place of Admission of Execution: Office </td> <td>  </td> <td>  Captured Feb 27 2024 6:13PM LTI 27/02/2024 </td> <td>  27/02/2024 </td> </tr> <tr> <td colspan="4"> Luxuria Heights, 11/1, New Tangra Road, Flat No: 1501, City:- , P.O:- Gobinda Khatick Road, P.S:- Tangra, District:-South 24-Parganas, West Bengal, India, PIN:- 700046, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: ACxxxxxx0F,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Sanmarg News And Allied Services Private Limited (as Director) </td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Mr Mahesh Kumar Agarwal (Presentant) Son of Late Maladin Agarwal Date of Execution - 27/02/2024, , Admitted by: Self, Date of Admission: 27/02/2024, Place of Admission of Execution: Office		 Captured Feb 27 2024 6:13PM LTI 27/02/2024	 27/02/2024	Luxuria Heights, 11/1, New Tangra Road, Flat No: 1501, City:- , P.O:- Gobinda Khatick Road, P.S:- Tangra, District:-South 24-Parganas, West Bengal, India, PIN:- 700046, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: ACxxxxxx0F,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Sanmarg News And Allied Services Private Limited (as Director)			
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2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Navin Kumar Bhartia Son of Late Satyanarain Bhartia Date of Execution - 27/02/2024, , Admitted by: Self, Date of Admission: 27/02/2024, Place of Admission of Execution: Office </td> <td>  </td> <td>  Captured Feb 27 2024 6:12PM LTI 27/02/2024 </td> <td>  27/02/2024 </td> </tr> <tr> <td colspan="4"> Rajnigandha Apartment, 25B, Ballygunge Park, Flat No: 11W, City:- , P.O:- Ballygunge, P.S:- Ballygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx2D, Aadhaar No: 39xxxxxxxx1009 Status : Representative, Representative of : Goodluck Infradevelopers Private Limited (as Director) </td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Mr Navin Kumar Bhartia Son of Late Satyanarain Bhartia Date of Execution - 27/02/2024, , Admitted by: Self, Date of Admission: 27/02/2024, Place of Admission of Execution: Office		 Captured Feb 27 2024 6:12PM LTI 27/02/2024	 27/02/2024	Rajnigandha Apartment, 25B, Ballygunge Park, Flat No: 11W, City:- , P.O:- Ballygunge, P.S:- Ballygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx2D, Aadhaar No: 39xxxxxxxx1009 Status : Representative, Representative of : Goodluck Infradevelopers Private Limited (as Director)			
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Identifier Details :

Name	Photo	Finger Print	Signature
Mr Akash Sarkar Son of Mr Uttam Kumar Sarkar 6, Church Lane, City:- Kolkata, P.O:- Kolkata GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001		 Captured 27/02/2024	 27/02/2024
Identifier Of Mr Mahesh Kumar Agarwal, Mr Navin Kumar Bhartia			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Sanmarg News And Allied Services Private Limited	Goodluck Infradevelopers Private Limited-101.8 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Sanmarg News And Allied Services Private Limited	Goodluck Infradevelopers Private Limited-7500.00000000 Sq Ft

Endorsement For Deed Number : I - 190202574 / 2024

On 27-02-2024

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

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

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

Presented for registration at 12:15 hrs on 27-02-2024, at the Office of the A.R.A. - II KOLKATA by Mr Mahesh Kumar Agarwal .

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 21,45,35,842/-

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

Execution is admitted on 27-02-2024 by Mr Mahesh Kumar Agarwal, Director, Sanmarg News And Allied Services Private Limited (Private Limited Company), Chitrakoot Building, 230A, A J C Bose Road, A. J. C. Bose Road, City:- , P.O:- AJC Bose Road, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700020

Identified by Mr Akash Sarkar, , Son of Mr Uttam Kumar Sarkar, 6, Church Lane, P.O: Kolkata GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Execution is admitted on 27-02-2024 by Mr Navin Kumar Bhartia, Director, Goodluck Infradevelopers Private Limited (Private Limited Company), 16, Strand Road, Flat No: 301D, City:- Kolkata, P.O:- Kolkata GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

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Payment of Fees

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/12/2023 6:58PM with Govt. Ref. No: 192023240315438348 on 12-12-2023, Amount Rs: 10,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 4948416537717 on 12-12-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 28400, Amount: Rs.100.00/-, Date of Purchase: 14/12/2023, Vendor name: S Chanda

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/12/2023 6:58PM with Govt. Ref. No: 192023240315438348 on 12-12-2023, Amount Rs: 75,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 4948416537717 on 12-12-2023, Head of Account 0030-02-103-003-02



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

Handwritten text, possibly a date or page number, located in the upper left quadrant of the page.



Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1902-2024, Page from 110200 to 110263
being No 190202574 for the year 2024.



Digitally signed by SATYAJIT BISWAS
Date: 2024.03.06 12:50:01 +05:30
Reason: Digital Signing of Deed.

(Satyajit Biswas) 06/03/2024
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.