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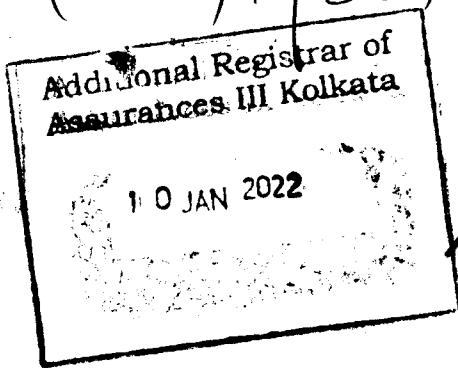
पश्चिम बंगाल WEST BENGAL

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No 103-2-27 88577/2021

Declared that the Document is not
Registered. The Signature Seal
and Serial sheets attached to this document
are no part of this Document.

Additional Registrar
of Assurance-III, Kolkata



DEVELOPMENT AGREEMENT

THIS AGREEMENT made this the 10th day of January, Two Thousand and Twentytwo (A.D.);

176485

NO.....

Address.....

Date.....

Sukumar Das
Advocate
High Court, Calcutta

31 DEC 2021

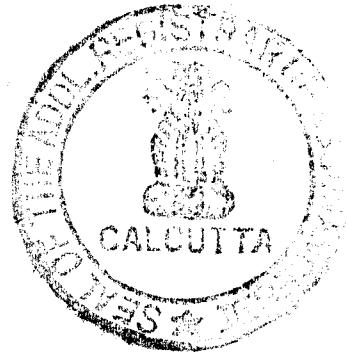
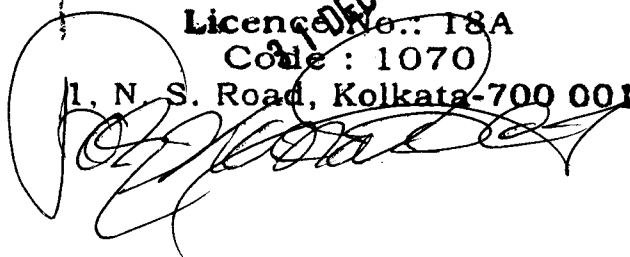
31 DEC 2021

SIPRA DEY

Licence No.: 18A

Code : 1070

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

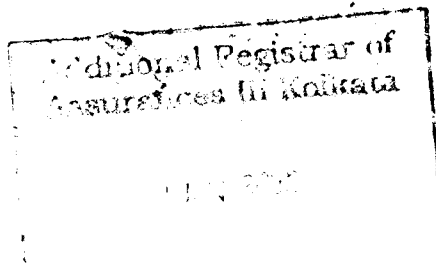


Identified by me:

Sukumar

Adv.

High Court, Calcutta



BETWEEN

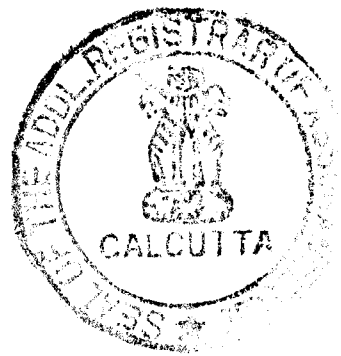
(1) **M/S. SILVERPEAK SOLUTIONS LLP** (PAN# ADVFS9062N), a Limited Liability Partnership Firm formed under the Limited Liability Partnership Act, 2008 having its Registered Office at 65A, Nimtala Ghat Street, Post Office Beadon Street, Police Station Jorabagan, Kolkata 700 006, WEST BENGAL, **represented by** its Authorised Signatory/Designated Partner, **SRI SANJAY KUMAR KOTHARI alias SANJAY KOTHARI** (PAN# AFOPK9131P, AADHAAR# 650951280006, MOBILE# 9830281422), son of Late Jagdish Prasad Kothari, by faith Hindu, by Nationality Indian, by occupation Business, residing at 9, Ashutosh Mukherjee Lane, Post Office Salkia, Police Station Golabari, District Howrah, PIN 711 106, West Bengal and (2) **M/S. S. S. CONSTRUCTIONS** (PAN#ADWFS4527M), a Partnership Firm formed under the provisions of the Indian Partnership Act, 1932, having its Registered Office at 153/F/1, S. M. Bose Road, Ground Floor, Post Office Agarpara, Police Station Khardah, Kolkata 700 114, District North 24-Parganas, West Bengal, being represented by its Authorised Signatory, namely, **SRI SOHAN LAL BAID** (PAN#AITPB6854G, AADHAAR# 2258 3683 6717, MOBILE# 8777351434), son of Late Bhawar Lal Baid, by faith Hindu, by Nationality Indian, by occupation Business, residing at 14B, Cossipore Road, Post Office & Police Station Cossipore, Kolkata 700 002, District North 24-Parganas, hereinafter jointly called to as the "**LANDOWNERS**" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include their successors-in-office, successors-in-interest and/or assigns).

AND

M/S. SILVERPEAK REAL ESTATE LLP (PAN# AEMFS3996R), a Limited Liability Partnership Firm formed under the Limited Liability Partnership Act, 2008 having its Registered Office at 153/F/2, Surendra Mohan Bose Road, Ground Floor, Post Office & Police Station Khardaha, Kolkata 700 114, District North 24-Parganas, WEST BENGAL, **represented by** its Authorised Signatory/Designated Partner, **SRI SANJAY KUMAR KOTHARI alias SANJAY KOTHARI** (PAN# AFOPK9131P, AADHAAR# 650951280006, MOBILE# 9830281422), son of Late Jagdish Prasad Kothari, by faith Hindu, by Nationality Indian, by occupation Business, residing at 9, Ashutosh Mukherjee Lane, Post Office Salkia, Police Station Golabari, District Howrah, PIN 711 106, West Bengal, hereinafter called and referred to as the "**DEVELOPER**" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, successors-in-interest and/or assigns) of the **OTHER PART**;

WHEREAS:

- A. By an Indenture dated 1st day of April, 1935, one Bhabani Churn Law purchased **ALL THAT** piece and parcel of partly Mourashi Mocarari and partly Lakhraj land containing by estimation 44 Bighas 3 Cottahs 8 Chittacks (but according to recent settlement records, **40 Bighas 2 Cottahs 10 Chittacks**) situated and lying at Village Tarakpur/ Tarapukuria, Police Station Khardah, Mouza Tarapukuria, Sub Registry Office Sodepur, District North 24-Parganas from one Satya Churn Law and Bimal Churn Law for valuable consideration mentioned therein, which was **registered in the Office of the District Registrar at Alipore, and recorded in Book No. I, Volume No. 51, Pages 44 to 55, Being No. 1825 for the year 1935.**



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**Additional Registrar of
Assurances in Kolkata**
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- B. The said Bhabani Churn Law died intestate leaving behind his only son Parbati Churn Law as his heir and legal representative. The wife of Bhabani Churn Law died long ago.
- C. The said Parbati Churn Law (since deceased), son of Late Bhabani Churn Law, during his lifetime, sold out the major portion of the said land to different parties.
- D. The said Parbati Churn Law, who was a Hindu governed by Hindu Succession Act, 1956, died intestate on 23rd day of September, 1983 leaving behind his wife, Smt. Sadan Bala Law, two sons namely, Dr. Provash Churn Law and Subhas Churn Law and two daughters namely, Smt. Lakshmi Law and Smt. Saraswati Law as his heirs, heiresses and legal representatives, who became the joint owners of the remaining portion of the aforesaid property in equal share absolutely.
- E. The said Sadan Bala Law died intestate on 22nd day of August, 1996, leaving behind her two sons, namely Dr. Provash Churn Law and Sri Subhash Churn Law and two daughters, Smt. Lakshmi Law and Smt. Saraswati Law as her heirs, heiresses and legal representatives.
- F. The said Dr. Provash Churn Law died intestate on 22nd day of August, 1996 leaving behind his wife, Smt. Tripty Law as his only legal heiress and legal representative.
- G. The said Subhas Churn Law, Tripty Law and Lakshmi Law alias Lakshmi Laha, Saraswati Law alias Saraswati Laha became the joint owners in respect of the remaining portion of the aforesaid property i.e. land area about 133 Cottahs situate and lying at Village Tarapukur, Mouza Tarapukuria, Police Station Khardah, Sub-Registry Office Sodepur, District North 24-Parganas having one-fourth share each.
- H. Certain disputes arose regarding the properties of the family, and the said Tripty Law, widow of the said Dr. Provash Churn Law filed a suit being O.S. No. 04 of 2000 before the Additional District Judge, 2nd Court, Alipore, 24-Parganas (South) against the said Subhash Churn Law, Lakshmi Law and Saraswati Law for various reliefs concerning the entitlement of the said Tripty Law in the properties of her husband, Dr. Provash Churn Law, since deceased (the "FIRST SUIT").
- I. Another Title Suit being No. 312 of 2015 was also filed in the Court of the Learned 4th Civil Judge, Junior Division at Sealdah against Subhash Churn Law, Lakshmi Law and Saraswati Law for various reliefs concerning the entitlement of the said Tripty Law in the properties of her husband, Dr. Provash Churn Law, since deceased and/or for a permanent injunction restraining the Defendants from transferring any of the properties (the "SECOND SUIT").
- J. Initially an order in favour of the said Tripty Law was passed in the First Suit against which First Appeal was preferred before the Hon'ble High Court at Calcutta being F.A. No.01 of 2014 (the "SAID APPEAL").
- K. Final Judgment was passed in the said Appeal on 28th day of February, 2017 wherein the order passed in the First Suit in favour of the said Tripty Law was confirmed and the rights and contentions of Tripty Law were confirmed. No appeal against this Order in the First Appeal was preferred by other heirs and heiresses.
- L. After the Order passed in the First Appeal, there was an amicable settlement between the said Tripty Law and the other three heirs namely, Subhash Churn Law, Lakshmi Law and Saraswati Law, and it was decided to accept the rights of the said Tripty Law in the properties of the Laha family, and it was further decided that the Second Suit be also withdrawn to make the properties free from all litigations and encumbrances.

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- M. By an Order being No. 23 dated 19th day of July, 2018, the Second Suit was got dismissed for non-prosecution by the said Tripty Law, pursuant to the amicable settlement.
- N. By way of amicable settlement and partition, the said Tripty Law got 44 Cottahs out of 176 Cottahs (73 Decimals out of 296 Decimals more or less being her one-fourth share out of which 50 Decimals from R.S. Dag No. 506 and 23 Decimals from R.S. Dag No. 506/995).
- O. The said Tripty Law got her share of property from the aforesaid plot of lands and as such the said Tripty Law relinquished her right from the portion of the land measuring 3 Decimals in R.S. Dag No. 506/995 and 17 Decimals in C.S. Dag No. 506, R.S. Dag No. 506/994 and the said land was added to the share of the aforesaid Lakshmi Law alias Lakshmi Laha, Saraswati Law alias Saraswati Laha and Subhas Churn Law alias Subhas Churn Laha, all daughters and son of Late Parbati Churn Law, and Tripty Law did not claim the said land in any manner, whatsoever, and the aforesaid three persons are entitled to enjoy and sell the aforesaid property having total land area about 2 Acres 20 Decimals under C.S. Dag No.506 lying at Village Tarakpur, Police Station Khardah, Mouza Tarapukuria, Sub Registry Office Sodepur, District North 24-Parganas (hereinafter referred to as the "**FIRST LAND**").
- P. The said Tripty Law became the owner of the undivided one-fourth share of the aforesaid approx area of land equivalent to 44 Cottahs, lying at Village Tarakpur, Police Station Khardah, Mouza Tarapukuria, Sub Registry Office Sodepur, District North 24-Parganas (hereinafter referred to as the "**SECOND LAND**").
- Q. While seized and possessed the first land, the said Subhas Churn Law, Lakshmi Law and Saraswati Law jointly decided to sell the First Land to any intending purchaser.
- R. By a **Deed of Conveyance dated 17th day of August, 2017, and registered before the Additional Registrar of Assurances-IV, and recorded in Book No. I, Volume No. 1904-2017, Pages 334120 to 334150, Being No. 190409046 for the year 2017**, the said Subhas Churn Law, Lakshmi Law and Saraswati Law jointly granted sold conveyed transferred the First Land i.e. ALL THAT demarcated piece and parcel of land 2 Acre 20 Decimals lying and situate at District North 24-Parganas, Police Station Khardah, A.D.S.R.O. Sodepur, Pargana Kalikata, Ward No.11, Surendra Mohan Bose Road (Laha Bagan), Village Tarakpur/Tarapukuria, Mouza Tarapukuria within the jurisdiction of Panihati Municipality, J. L. No.12, Touzi No. 178, R.S. No.27, comprised in Khatian Nos. 181, 182, 183 and 260 at C.S. Dag Nos.506, 507, 511, 512, 1030, 1031, 518 and 519 from R.S. Khatian No. 182, C.S. Dag No.506, R.S. Dag No.506, Bagan Area 146 Decimals out of 3 Acre 50 Decimals and from R.S. Khatian No. 276, C.S. Dag No.506, R.S. Dag No. 506/995, Bagan Area 54 Decimals out of 95 Decimals, C.S. Dag No.506, R.S. Dag No.506/996 Pukur Area 3 Decimal and from R.S. Khatian No.227, C.S. Dag No.506, R.S. Dag No. 506/994, Bagan Area 17 Decimal out of 17 Decimal, butted and bounded by : On the North : Part of R.S. Dag No.506, On the South : S.M. Bose Road, On the East : Part of R.S. Dag No.506 and On the West : 18' Ft. wide Municipality Road, unto and in favour of Avichi Traders Private Limited having its Registered Office at 79/3/1, Raja Naba Krishna Street, Kolkata 700 005.
- S. While seized and possessed the second land, the said Tripty Law decided to sell the same to any intending purchaser.
- T. By a **Deed of Conveyance dated 3rd day of December, 2018, registered before the Additional Registrar of Assurances-IV, and recorded in Book No. I, Volume No. 1904-2018, pages 482047 to 482075, Being No. 190412567 for the year 2018**, the said Tripty Law sold transferred and conveyed the second land i.e. ALL THAT demarcated piece and parcel of

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Additional Registrar of Assurances III Kolkata
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land 73 Decimals of land lying and situate at and within District North 24-Parganas, Police Station Khardah, A.D.S.R.O. Sodepur, Pargana Kalikata, Ward No.11, S.M. Bose Road (Laha Bagan), therein situate and lying at Village Tarapur/Tarapurkuria, under jurisdiction of Panihati Municipality, Mouza Tarapurkuria, J. L. No. 12, Touzi 178, R.S. No. 27 comprised in C.S. Dag No.506, R.S. Dag No. 506 (Bagan) area 50 Decimals out of 196 Decimal, and C.S. Dag No. 506, R.S. Dag No. 506/995 (Bagan) area 23 Decimals out of 95 Decimal, butted and bounded by on the North – Part of R.S. Dag No.506, on the South – S. M. Bose Road, on the East – Part of R.S. Dag No. 506/995, on the West – 18' Municipality Road, unto and in favour of Avichi Traders Private Limited having its Registered Office at 79/3/1, Raja Naba Krishna Street, Kolkata 700 005.

- U. After purchase of the First Land and the Second Land by virtue of the aforesaid two Deeds of Conveyance dated 17th day of August, 2017 and 3rd day of December, 2018 (hereinafter collectively referred to as the “**SAID LAND**”), the said **Avichi Traders Private Limited** got its name mutated in the records of the Block Land and Land Reforms Office under **Khatian No.RS-2530**, and also in the Assessment Register of Panihati Municipality under **Certificate No. AI/0050/W-11/Mtn dated 4th day of January, 2019**, and also got the said land under R.S. Dag No.506 in respect of 50 Decimals of land and R.S. Dag No.506/995 in respect of 23 Decimals of land, converted from Bagan to Bastu vide **Order No. 822/SDL+LRO/BKP/19 dated 7th day of November, 2019**.
- V. While seized and possessed of the First Land and the Second Land, the said Avichi Traders Private Limited decided to sell a portion of the said lands to any intending purchaser.
- W. By a **Deed of Conveyance made on 13th day of November, 2019** between Avichi Traders Private Limited having its Registered Office at 79/3/1, Raja Naba Krishna Street, Kolkata 700 005 represented by its Directors, Smt. Sarmistha Dey, wife of Sri Bimal Dey and Bappa Sadhukhan, son of Late Gobinda Sadhukhan, both of 50A, Raja Naba Krishna Street, Kolkata 700 005, therein referred to as the Owner/Vendor of the One Part and (1) Silverpeak Solutions LLP, a LLP registered under the Limited Liability Partnership Act, 2008 having its registered office at 65A, Nimtala Ghat Street, Kolkata 700 006, represented by its Designated Partners, Sanjay Kumar Kothari, son of Late Jagdish Prasad Kothari of 9, Ashutosh Mukherjee Lane, Howrah 711 106 and Rajendra Kumar Dugar, son of Subh Karan Dugar of 12, Mayur Bagan Lane, Howrah 711 106 and (2) S. S. CONSTRUCTIONS, a Partnership Firm having its Registered Office at 153/F/1, S. M. Bose Road, Kolkata 700 114, District North 24-Parganas represented by its Partners, Sanjay Kumar Kothari, son of Late Jagdish Prasad Kothari of 9, Ashutosh Mukherjee Lane, Howrah 711 106 and Sohan Lal Baid, son of Late Bhawar Lal Baid of 14B, Cossipore Road, Kolkata 700 002, District North 24-Parganas, therein jointly referred to as the Purchasers of the Other Part, **and registered in the Office of the District Sub-Registrar-I, North 24-Parganas, and recorded in Book No. I, Volume No. 1501-2019, Pages 314014 to 314055, Being No. 150110625 for the year 2019**, the Vendor therein granted sold conveyed^{to}transferred alienated assured and assigned unto and in favour of the Purchasers therein absolutely and forever at or for a consideration mentioned thereat subject to free from all encumbrances and vacant possession thereof **ALL THAT** piece or parcel of **bastu land** having a total area about **11 Cottahs 11 Chittacks 18 Sq.ft.** more or less equivalent to 19.3256 Decimals out of which land area about 3 Cottah 13Chittacks comprised in R.S. Khatian No. 182, R.S. Dag No. 506 and land area about 7 Cottah 14 Chittack 18 Sq.ft. comprised in R.S. Khatian Nos. 276 and 277, Hal Khatian R.S.-2530, R.S. Dag No. 506/995, both at Village & Tarapurkuria, J. L. No.12, Touzi 178, R.S. No.27, Pargana Kalikata, Police Station Khardah, A.D.S.R.O. Sodepur, Surendra Mohan Bose Road (Laha Bagan) within Ward

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No. 11 of the Panihati Municipality, District North 24-Parganas (hereinafter referred to as the "FIRST PORTION OF SAID LAND").

- X. By another **Deed of Conveyance made on 14th day of November, 2019** between Avichi Traders Private Limited having its Registered Office at 79/3/1, Raja Naba Krishna Street, Kolkata 700 005 represented by its Directors, Smt. Sarmistha Dey, wife of Sri Bimal Dey and Bappa Sadhukhan, son of Late Gobinda Sadhukhan, both of 50A, Raja Naba Krishna Street, Kolkata 700 005, therein referred to as the Owner/Vendor of the One Part and (1) Silverpeak Solutions LLP, a LLP registered under the Limited Liability Partnership Act, 2008 having its registered office at 65A, Nimtala Ghat Street, Kolkata 700 006, represented by its Designated Partners, Sanjay Kumar Kothari, son of Late Jagdish Prasad Kothari of 9, Ashutosh Mukherjee Lane, Howrah 711 106 and Rajendra Kumar Dugar, son of Subha Karan Dugar of 12, Mayur Bagan Lane, Howrah 711 106 and (2) S. S. CONSTRUCTIONS, a Partnership Firm having its Registered Office at 153/F/1, S. M. Bose Road, Kolkata 700 114, District North 24-Parganas represented by its Partners, Sanjay Kumar Kothari, son of Late Jagdish Prasad Kothari of 9, Ashutosh Mukherjee Lane, Howrah 711 106 and Sohan Lal Baid, son of Late Bhawar Lal Baid of 14B, Cossipore Road, Kolkata 700 002, District North 24-Parganas, therein jointly referred to as the Purchasers of the Other Part, and **registered in the Office of the District Sub-Registrar-I, North 24-Parganas, and recorded in Book No. I, Volume No. 1501-2019, Pages 313972 to 314013, Being No. 150110626 for the year 2019**, the Vendor therein granted sold conveyed transferred alienated assured and assigned unto and in favour of the Purchasers therein absolutely and forever at or for a consideration mentioned thereat subject to free from all encumbrances and vacant possession thereof **ALL THAT** piece or parcel of bastu land having an area about **11 Cottahs 11 Chittacks** more or less equivalent to **19.2844 Decimals** comprised in R.S. Khatian Nos. 182, 276, 277, **Hal Khatian No.RS-2530**, R.S. Dag No. 506 at Village & Mouza Tarapukuria, J. L. No.12, Touzi 178, R.S. No.27, Pargana Kalikata, Police Station Khardah, A.D.S.R.O. Sodepur, S. M. Bose Road (Laha Bagan) within Ward No. 11 of the Panihati Municipality, District North 24-Parganas(hereinafter referred to as the "SECOND PORTION OF SAID LAND").
- Y. By virtue of the aforesaid two Deeds of Conveyance dated 13th day of November, 2019 and 14th day of November, 2019, the said **Silverpeak Solutions LLP and S. S. Constructions** have jointly become landowners of the First Portion of said land and the Second Portion of said land i.e. **ALL THAT** piece or parcel of bastu land having a total area about **1(One) Bigha 3(Three) Cottahs 6 (Six) Chittacks 18(Eighteen) Sq.ft.** more or less comprising land area about 15(Fifteen) Cottahs 8(Eight) Chittacks more or less under R.S. Dag No. 506 and land area about 7(Seven) Cottah 14(Fourteen) Chittacks 18(Eighteen) Sq.ft. more or less under R.S. Dag No. 506/995, R.S. Khatian Nos.182, 276 and 277, Hal Khatian No. RS-2530, both at Village & Mouza Tarapukuria, J. L. No.12, Touzi 178, R.S. No.27, Pargana Kalikata, Police Station Khardah, A.D.S.R.O. Sodepur, Surendra Mohan Bose Road (Laha Bagan) within Ward No. 11 of the Panihati Municipality, District North 24-Parganas **TOGETHER WITH** all easement rights and all other rights appurtenances attached to the said land, morefully described in the **FIRST SCHEDULE** hereunder written (hereinafter collectively referred to as the "SAID PREMISES").
- Z. After purchase of the said premises, the said **Silverpeak Solutions LLP and S. S. Constructions** jointly got their respective names recorded in the Block Land and Land Reforms Office, Panihati under **L.R. Dag Nos.506 & 506/995, Khatian Nos. 1944 & 1945** respectively and also mutated in the Assessment Register of Panihati Municipality vide Mutation Certificate No.AI/1275/W/11/Mtn. Certificate dated 13th day of November, 2020

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REGISTRAR OF COMPANIES
CALCUTTA
10 JUN 1958

under **Holding No. 1/A/1, S. M. Bose Road (Laha Bagan), Kolkata 700 114 under Municipal Ward No. 11** and paying rates and taxes on regular basis in respect of the said premises.

- AA. The Developer herein has approached the Landowners with an offer to develop the said premises at its own cost in accordance with the building plan/modified building plan to be sanctioned from the Panihati Municipality.
- BB. At the request of the Developer herein, the Landowners herein have jointly agreed to appoint the Developer herein to develop the said premises on the following terms and conditions:

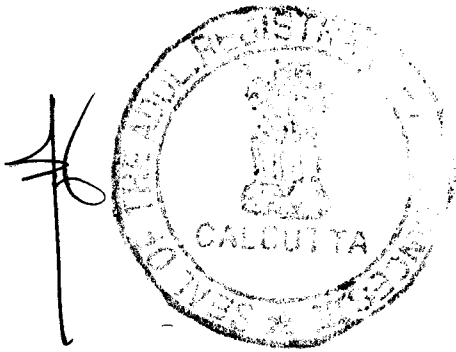
NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:-

ARTICLE – I

(DEFINITIONS)

In these presents unless it is repugnant to the subject or context:

- 1.1 **LANDOWNERS** shall mean **(1) SILVERPEAK SOLUTIONS LLP AND (2) S. S. CONSTRUCTIONS** and their respective successors, successors-in-office, executors, administrators, legal representatives, nominees and assigns.
- 1.2 **DEVELOPER** shall mean **SILVERPEAK REAL ESTATE LLP** and its successors, successors-in-office, executors, administrators and assigns.
- 1.3 **PREMISES** shall mean **Bastu** land measuring a total area about **1(One) Bigha 3(Three) Cottahs 6 (Six) Chittacks 18(Eighteen) Sq.ft.** more or less comprising land area about 15(Fifteen) Cottahs 8(Eight) Chittacks more or less under R.S./L.R. Dag No. 506, R.S. Khatian No.182 and land area about 7(Seven) Cottah 14(Fourteen) Chittacks 18(Eighteen) Sq.ft. under R.S./L.R. Dag No. 506/995, R.S. Khatian Nos. 276 and 277, L.R. Khatian Nos.1944 and 1945, Mouza Tarapukuria, J. L. No.12, Touzi 178, R.S. No.27, Pargana Kalikata, Police Station Khardah, A.D.S.R.O. Sodepur, under **Holding No. 1/A/1, S. M. Bose Road (Laha Bagan)** within Ward No. 11 of the Panihati Municipality, District North 24-Parganas **TOGETHER WITH** all easement rights and all other rights appurtenances attached to the said lands, morefully described in the **FIRST SCHEDULE** hereunder written.
- 1.4 **BUILDINGS** shall mean one or more multi-storied building/s together with lift facility to be constructed on the **FIRST SCHEDULE** property by the Developer herein in accordance with the building plan/modified building plan to be sanctioned by the Panihati Municipality.
- 1.5 **COMMON AREAS** shall mean and include the passage, ways, stairways, gates, common lavatory, all rain water pipes, sewerage, fittings, fixtures, manholes, pit, gullies, municipal filtered water connection and pipe lines, water pump and over head tank, underground reservoir, fences, boundary wall, courtyard, CESC Electric connection, electric supply to common areas and facilities, electrical fixtures in the common areas, main switch, interior walls, lift and other facilities which will be provided by the Developer from time to time and at all times, morefully described in the **FOURTH SCHEDULE** hereunder written.
- 1.6 **LANDOWNERS' ALLOCATION** shall mean the entire Ground Floor to be constructed as per the building plan to be sanctioned by the Panihati Municipality **TOGETHER WITH** undivided proportionate share of land **TOGETHER WITH** all easement rights to use the common areas and facilities of the said premises in lieu of their respective shares of land in the said premises, morefully mentioned in **SECOND SCHEDULE** hereunder written.



Additional Registrar of
Companies in Calcutta
10 JUN 2022

- 1.7 **DEVELOPER'S ALLOCATION** shall mean the entire multi-storied building together with roof right (**save and except the entire Ground Floor of the building being the Landowners' Allocation**) to be constructed as per the building plan/modified building plan to be sanctioned by the Panihati Municipality **TOGETHER WITH** undivided proportionate share of land **TOGETHER WITH** all easement rights to use the common areas and facilities of the said premises in lieu of its investment for construction of the entire multi-storied building on the said premises, morefully mentioned in **THIRD SCHEDULE** hereunder written. The Developer's Allocation also includes any additional construction subject to approval/permission of the Municipal authority.
- 1.8 **ARCHITECT** shall mean such person or persons having requisite qualification and experience required under the relevant laws/rules to act as Architect who will be appointed by the Developer for designing and supervision of the buildings to be constructed in the **FIRST SCHEDULE** property subject to the approval of the Landowners.

ARTICLE – II

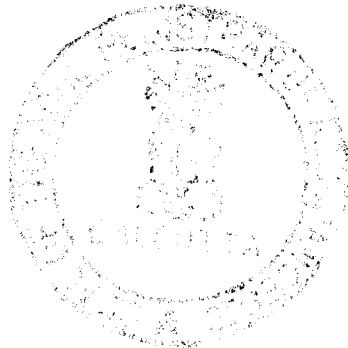
(COMMENCEMENT)

- 2.1 This agreement shall be deemed to have commenced with effect from the date of its execution.

ARTICLE – III

(LANDOWNERS' DECLARATION)

- 3.1 That there is no excess land within the meaning of Urban Land Ceiling and Regulation Act, 1976 on the said premises.
- 3.2 That the Landowners till date have not entered into any such Agreement, Agreement for Sale or made any other contract/s relating the First Schedule property with any Third Party.
- 3.3 That the First Schedule property is not affected by mortgage, charges, liens, lispendens, debattar or Trust, Wakf and till date, no notice of acquisition or requisition has been served upon the Landowners from any concerning Authority. That there is no other claimant who has any right, title or interest in respect of the First Schedule property other than the Landowners.
- 3.4 If at any time, any defects in title is/are found out and if anybody shall dispute the title of the landowners in respect of the First Schedule property or any suit or action or proceedings shall be initiated regarding the title of the Landowners, in that event, it shall be the responsibility of the Landowners to defend such action or proceedings and keep the Developer indemnified against all actions, suits, proceedings and costs and charges and expenses in respect thereof.
- 3.5 That the Landowners hereby disclaim any right of any additional floor/s/portion/s/space/s to be constructed by the Developer as per the modified building plan, if sanctioned by the Municipal Authority, at the cost and responsibility of the Developer solely.



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Registrar of Companies
Kerala
2 JAN 2022

ARTICLE – III(A)
(LANDOWNERS' OBLIGATION)

The Landowners shall:

Marketable Title: Make out a clear and marketable title of the said premises and answer all requisition of the Developer in this regard. However, the Landowners have already handed over photocopies of title deed, tax receipt, etc., and further, shall handover any documents or papers as may be required from time to time for ascertaining clear right title and interest of the Landowners, by the Developer.

Possession: Handover peaceful and vacant physical possession of the First Schedule property to the Developer by the Landowners from the date of sanction of the building plan.

Allow tests: Allow the Developer and/or its successors, heirs, men, servants and agents to carry out measurement, soil testing and such other necessities connected with the Project from the date of execution of these presents.

Hindrances: Not create any hindrances or obstruction to the Developer during or in execution of the Project.

Encumbrances: Not in any manner deal with, charge, encumber or induct any person in occupation of the said premises or in any portion thereof or enter into any agreement relating thereto until the completion of the project save that the Landowners may enter into agreements relating to transfer of the Landowners' Allocation mentioned as above.

Title Deeds: Hand over xerox copy of title deeds related to the said premises (the "Title Deeds") to the Developer as and when required by the Developer, and if necessary the title deeds in original will be handed over to the Developer provided upon receipt of such title deeds, the Developer shall acknowledge receipt of the same to the Landowners and after completion of each requirement, return the same to the Landowners.

Powers and authorities: Grant the Developer all such powers and authorities to enable the Developer to:

- a) Carry out the execution of the Project.
- b) Exclusively deal, sell, transfer and/or lease out the Developer's Allocation and to appropriate the receipts therefor.
- c) Authorise to deal, sell, transfer and/or lease out the Landowner's Allocation and the entire sale proceeds be deposited to the Landowners' Bank Accounts.

Execution: Execute and admit registration of the portion/s in the Developer's Allocation and also the Landowners' Allocation, as mentioned above, before the concerned Registering Authority, as also sign and execute such forms and other documents as may be required for the project, however the costs and expenses for these will not be borne by the Landowners. The Landowners further confirm that the authorized representative of the Developer and/or the lawful Constituted Attorney of the Landowners by virtue of registered Power of Attorney granted in this regard, shall be entitled to sign, execute, endorse any Sale Deed, Agreement in respect of any portion/s or space/s out of Developer's Allocation together with proportionate share of land, to be constructed on the First Schedule property as a Party to the said deed or document as and when required by the Developer herein without any prior consent of the Landowners.

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Indemnity: Indemnify and keep the Developer, saved, harmless and indemnified in respect of all actions, proceedings, fines, penalties or other consequences arising due to any non-compliance or violation of any kind or nature, whether statutory or contractual, prior to the Possession Date.

ARTICLE – IV

(DEVELOPER'S DECLARATION)

- 4.1 That the Developer hereby undertakes to complete construction of the new multi-storied building in all respect within the stipulated period of **36 (Thirtysix) months** from the date of sanction of the building plan. However, a grace period of **6(Six) months** after expiry of the stipulated period may be extended for delay in completion of construction due to reasonable and unavoidable circumstances.
- 4.2 That the Developer further undertakes to get modifications of the building plan, if required at its own cost and responsibility and also necessary permissions from the competent authorities for development of the said premises as and when required within the period as stipulated hereinabove.

ARTICLE – IV(A)

(DEVELOPER'S OBLIGATION)

The Developer shall:

Costs and expenses: Bear and pay all the expenses including accidental compensation/charges etc. for any project labour or employees related to the execution of the Project, which will, inter-alia, include:

Plan: Having the plan for constructing the Buildings (the "**Plan**") prepared, sanctioned and if necessary modified by the appropriate sanctioning authority (the "**Sanctioning Authority**") in such manner so as to avail the maximum constructed area in the building.

Appointment: Appoint architects, contractors, sub-contractors or any other person or persons and pay and bear their emoluments.

Clearances: Pay for obtaining all necessary clearances including taxes and arrear taxes and permissions required for executing the Project.

Construction: Construct the building and complete the project in all respect as per the specifications as mentioned in **FIFTH SCHEDULE** hereunder written and also by using standard quality of building materials as mutually agreed upon (the "**SPECIFICATIONS**") and make it habitable in all respect within **36 (Thirtysix) months** (the "**Completion Date**") from the date of sanction of building plan (the "**Possession Date**").

Utilities: Obtain all lawful utilities including lift, drainage and sewerage connection for implementing the project as also those that will be required by the ultimate users of the Buildings.

Name of the new building: shall be decided by the Landowners.

Handing over of Possession: Hand over possession of the Landowners' Allocation on habitable condition, to the Landowners by the Completion Date.

Indemnity: At all times from the Possession Date till the Completion Date the Developer will keep the Landowners, saved, harmless and indemnified in respect of all actions, proceedings, fines, penalties or other consequences arising due to any non-compliance or violation of any kind or nature, whether statutory or contractual.

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ARTICLE – V

(DEVELOPER'S RIGHT)

- 5.1 That the Landowners hereby grant right to the Developer to construct, erect and build the buildings on the **FIRST SCHEDULE** property in terms of the sanctioned building plan to be sanctioned by the Panihati Municipality and to enter into one or more Agreement for sale with any intending Purchaser/Purchasers and also to receive part or total consideration value and also to issue due receipts thereon in respect of the portion/s or space/s under the Developer's Allocation only.
- 5.2 That the Landowners hereby also grant and authorise the Developer to sell the Landowners' Allocation to any intending purchasers provided that the entire sale proceeds of such Landowners' Allocation received from the intending purchasers shall be deposited to the Landowners'/Principals' Bank Account.

ARTICLE – VI

(CONSTRUCTION)

- 6.1 That In consideration of the Landowners having agreed to permit the Developer to commercially develop the **FIRST SCHEDULE** premises by construction, creating and building, the Developer has agreed to allocate the Landowners constructed spaces in the said premises **TOGETHER WITH** the proportionate share in the common parts and facilities which hereinbefore and hereinafter called as "**LANDOWNERS' ALLOCATION**".
- 6.2 That the new multistoried building shall be constructed and completed with good and standard materials and the said building will be decent one and shall contain all other amenities which are normally provided in the residential buildings.

ARTICLE – VII

(PROCEDURE)

- 7.1 That the Developer shall sell and transfer the portion/s or space/s both under the Landowners' Allocation and the Developer's Allocation **TOGETHER WITH** undivided proportionate share of land underneath the building comprised in the portion/s or space/s.
- 7.2 All men, machinery and materials will be supplied by the Developer or through its nominated person or persons at its own costs, expenses and efforts and the Developer shall carry out constructional work of the building at its own risk and responsibilities for which the Landowners have no responsibility in regard to the constructional work of the said premises.
- 7.3 That the Landowners shall not do anything by which the Developer may be restrained from doing or completing the constructional work of the said building in the **FIRST SCHEDULE** property. On the contrary, the Developer states and undertakes not to violate the terms and conditions of this agreement in any manner whatsoever and shall do nothing in connection with the schedule land or in part thereof which may affect the Landowners prejudicially in any manner.
- 7.4 All the materials e.g. electrical goods, sewerage goods, water pipe lines, bricks, sands, irons, windows, doors, stone chips and all materials relating to the construction will be supplied by the Developer or the suppliers nominated by the Developer and the Landowners shall not raise any objection for the same subject to the earlier assurances and strict confidence given by the



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Developer to the Landowners in advance in order to honour commitment, provided that all those goods shall be of good and standard quality.

- 7.5 That the Developer shall negotiate the terms and conditions with the intending Purchasers for the sale of portion/s or space/s of the Developer's Allocation and shall receive the entire consideration money from the intending Purchaser/s of the said portion/s or space/s and shall discharge the money receipt for the same. In this regard, the Developer shall be entitled to execution and registration of a Power of Attorney from the Landowners in favour of the Developer or its authorized representative/s on terms approved by the Landowners. The Landowners shall not interfere into any such transaction.
- 7.6 That the Developer is also authorized to sell the Landowners' Allocation, and the sale proceeds of the Landowners' Allocation shall be directly deposited to the Landowners' Bank Account only.
- 7.7 That the Developer agrees and undertakes to complete construction of the new building on the said premises in all respect within **36 (Thirtysix) months** from the date of sanction of the building plan failing which the Developer shall be liable to compensate for the delayed period to the Landowners.
- 7.8 The said period **may be extended for further period of 6 (Six) months** for any unforeseen reasons such as earthquake, rioting, civil commotion, natural calamity, and only in very emergency situation, the Developer shall be entitled to such extended period. It is to be categorically and specifically mentioned here that the said extended period if at all necessary shall be the ultimate and for no other reason the same shall be extended further.
- 7.9 **Breach of Contract:** In case of breach of any of the provisions herein, the party in breach shall be liable to face legal proceedings as per the law of land in force, but no party shall be entitled to terminate this Agreement without the consent of the other party in writing.
- 7.10 That the Landowners shall not be liable with regard to the nature of construction of the proposed building and also for any financial transaction with the third parties to be done by the Developer.

ARTICLE –VIII

(LANDOWNERS' INDEMNITY)

- 8.1 That the Landowners hereby undertake and state that the Developer shall be entitled to the portion/s or space/s under the Developer's Allocation without any interference and/or disturbance from the side of the Landowners and on the contrary, the Developer declares and undertakes to perform and fulfill its obligations in terms of this Agreement without any violation and/or delay in any manner whatsoever.

ARTICLE – IX

(DEVELOPER'S INDEMNITY)

- 9.1 That the Developer hereby undertakes to keep the Landowners indemnified against all third party claims and actions arising out of any sort of act or commission of the Developer in or relating to the construction of the said building.

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ARTICLE -X

(BUILDING)

- 10.1 That after completion of the portion/s or space/s under the Landowners' Allocation, the Developer shall inform the Landowners to take possession of the same under Landowners' Allocation and the Developer shall hand over the portion/s or space/s under, the Landowners' Allocation within the completion date.
- 10.2 That if the Landowners intend to undertake any extra work which is beyond the specification as per mutual discussions and as described **FIFTH SCHEDULE** hereunder written, then the Landowners shall inform in writing to the Developer separately, and the Developer shall raise the Bills for such extra work, if the Landowners agree to pay the Bill raised by the Developer and give written consent to the Developer, the Developer shall undertake the extra work with the proper permission of the Architect appointed by the Developer.
- 10.3 That the Developer shall be entitled to its allocation, common parts including the undivided share in common facilities and easement thereto and also the common staircase which is common for both the Developer and the Landowners.
- 10.4 That the Developer shall be exclusively entitled to the portion/s or space/s under the Developer's Allocation of the said building, having exclusive right to transfer, alienate or otherwise deal with or dispose of the said allotted portion without any right, claim or interest therein whatsoever of the Landowners and the Landowners shall not in any way interfere with or disturb the peaceful possession of the portions under the Developer's Allocation. The Developer has every right to enter into Agreement for Sale with the intending purchasers for the portion/s or space/s under the Developer's Allocation as per the terms and conditions to be fixed by the Developer and its nominated agents, representatives.

ARTICLE -XI

(MISCELLANEOUS)

- 11.1 That the Developer shall be liable to pay the taxes from the date as and when the Landowners shall vacate the land in the **FIRST SCHEDULE** property in favour of the Developer for the interest of the development works till the date as and when the Developer shall hand over lawful physical possession of the complete and ready to use portions in favour of the Landowners.
- 11.2 Neither party shall demolish or permit demolition of any wall or other structure in their respective allocations or any portions thereof or make any structural alteration in the new multistoried building without the previous consent of the other in this behalf.
- 11.3 Both the parties shall abide by all laws, bye-laws, rules and regulations of the Government local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws etc.
- 11.4 No goods or other items shall be kept by the Landowners or any other buyer or buyers and no hindrance shall be caused in any manner in the free movement in the stairways, driveways and other places of common use in the proposed new building.
- 11.5 Neither party shall throw or accumulate any dirt/rubbish waste and refuse or permit the same to be thrown or accumulated in or around the new building or in the compounds, corridors or any other portion of the new building.

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- 11.6 That the Developer and the Landowners shall mutually frame scheme for the Management and Administration of the proposed building and/or common parts thereon. The Landowners and the Developer hereby agree to abide by all the rules and regulations of such management/society/Association/Holding Organization and hereby give their consent to abide by the same. **PROVIDED HOWEVER** so long the Association is formed, the Buildings will be managed and maintained by the Developer and all the co-owners shall be liable to pay to the Developer proportionate charges, as fixed by the Developer, for the maintenance and management of the common portions and facilities of the new building, which charges will be commensurate with the charges in other multistoried buildings in the vicinity of the Building providing similar amenities.
- 11.7 If any constructional defects or defective material is noticed in the new building, particularly in the allocated portions of the Landowners, within one year after handing over possession, the Developer undertakes the liability to get the defect repaired or set right at its own cost.
- 11.8 The Landowners and the Developer hereby agree to enter into the Agreement purely on a principle to principle basis and nothing contained in these presents shall be construed as a Partnership or Joint Venture business or that the Landowners and Developer be deemed to constitute an Association of Persons.
- 11.9 For the mutual benefit of the parties and occupiers of the building and to avoid undesirable disputes in future, a list of common areas and common facilities in the building is appended in **FOURTH SCHEDULE** hereunder written. The list may not be exhaustive and other things of common interest may be added in future. On completion of the building and after getting their respective allocations, both the parties may chalk out guidelines of management and maintenance of these common areas and facilities/ services and the basis of appropriation of the maintenance expenses.

ARTICLE – XII

(LEGAL PROCEEDINGS)

- 12.1 For all disputes and differences arising out of this Agreement or in relation to the determination of any liability of the parties hereto or the construction and interpretation of any of the terms or meaning thereof, the parties herein shall be at liberty to refer the matter of disputes and settle by way of legal proceedings before the competent court of law or forum within the jurisdiction of cause of action.
- 12.2 There may be disputes or differences between the parties hereto with regard to the provisions of this Agreement or terms and conditions therein or with regard to matters which are not expressly mentioned in these presents. Such disputes or differences would be settled through mutual discussions between the parties. In default, the matter may be referred to arbitration under the existing law.
- 12.3 The time of performance of these presents is to be of the essence of the Agreement and in default of the Developer keeping the time schedule or committing any breach of any of the terms of these presents, the Landowners shall be at liberty to give notice for compliance or to make good the breach within sixty days from date of receipt of notice and in default of such compliance, the Landowners shall be entitled to terminate the agreement and to engage any other builder for completion of the work and that the Developer shall have no claim against the Landowners or against the land or against the construction already made



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on the said land by the Developer and the said licence and the permission shall automatically stand cancelled.

- 12.4 It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer to defend allocation suits and proceedings which may arise in respect of the construction and development of the said premises and to bear all costs charges, and expenses incurred for that purpose.

ARTICLE –XIII

(LEGAL MATTERS)

- 13.1 All the legal matters relating to the said premises will be looked after by **Mr. Sukumar Das, Advocate, High Court, Calcutta, 1, Netaji Subhas Road, Kolkata 700 001.**

THE FIRST SCHEDULE AS ABOVE REFERRED TO:

(THE SAID PREMISES)

ALL THAT PIECE AND PARCEL of particularly demarcated **Bastu** land measuring about **1 (One) Bigha 3 (Three) Cottahs 6 (Six) Chittaks 18 (Eighteen) Sq.ft.** be the same a little more or less lying and situate at **Municipal Holding No. 1/A/1, S. M. Bose Road (Laha Bagan), Police Station Khardah, Post Office Panihati, Kolkata 700 114,** comprising land area about **15(Fifteen) Cottahs 8(Eight) Chittacks** more or less under **R.S./L.R. Dag No. 506,** R.S. Khatian No.182 and land area about **7(Seven) Cottah 14(Fourteen) Chittacks 18(Eighteen) Sq.ft.** under **R.S./L.R. Dag No. 506/995,** R.S. Khatian Nos. 276 and 277, **L.R. Khatian Nos.1944 and 1945** under **Mouza Tarapukuria, J.L. No. 12, Touzi No. 178, R.S. No.27,** Pargana Kalikata, A.D.S.R. Office at Barrackpore, District North 24-Parganas under the local limit of **Panihati Municipality, Municipal Ward No. 11 TOGETHER WITH** all easement rights and all other rights appurtenances attached to the said premises of which annual proportionate rent payable to the Collector, District North 24-Parganas, and butted and bounded as follows:

- ON THE NORTH : By land under L.R. Dag No.506(P);
- ON THE SOUTH : By S. M. Bose Road;
- ON THE EAST : By land/school under L.R. Dag Nos. 506(P), 506/995 and
- ON THE WEST : By 16' Ft. wide Municipal Road.

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THE SECOND SCHEDULE AS ABOVE REFERRED TO:(LANDOWNERS' ALLOCATION)

After completion of the buildings as stated hereinbelow, the Landowners will be handed over vacant and peaceful physical possession of the Landowners' Allocation by the Developer in lieu of cost of their land area in the said premises in the following manner :

| Name of Landowner | Undivided share of or in the Said Premises (in percentage) | Portions of Landowners' Allocation |
|--------------------------|--|---|
| SILVERPEAK SOLUTIONS LLP | 50.00 | Undivided 50(Fifty) percent of the entire Ground Floor of the building to be constructed on the said premises (Save and except the common areas/portions and car parking spaces, reserved for the flat owners/occupiers). |
| S. S. CONSTRUCTIONS | 50.00 | Undivided 50(Fifty) percent of the entire Ground Floor of the building to be constructed on the said premises (Save and except the common areas/portions and car parking spaces, reserved for the flat owners/occupiers). |

THE THIRD SCHEDULE AS ABOVE REFERRED TO(DEVELOPER'S ALLOCATION)

The Developer is entitled to remaining portion of the building as Developer's Allocation in lieu of its investment in the said premises in the following manner -

| Name of Developer | Portions of Developer's Allocation |
|----------------------------|---|
| SILVERPEAK REAL ESTATE LLP | The entire multi-storied building together with roof right (save and except the entire Ground Floor of the building being the Landowners' Allocation) to be constructed as per the building plan to be sanctioned by the Panihati Municipality TOGETHER WITH any additional portion/s to be constructed by the Developer as per the modified building plan, if sanctioned by the Municipal Authority TOGETHER WITH undivided proportionate share of land TOGETHER WITH all easement rights to use the common areas and facilities of the said premises in lieu of its investment for construction of the entire multi-storied building on the said premises. |

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Registrar of Companies
10 JAN 2022

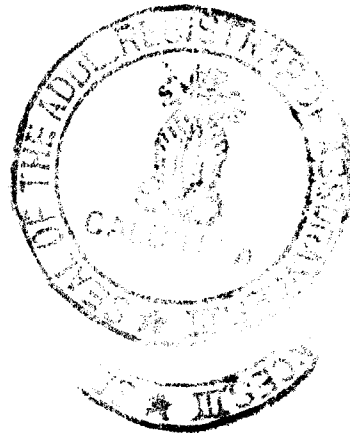
THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON AREAS/FACILITIES)

1. Roof top (terrace) of the building including roof door, staircase cover area, lift room, parapet wall **excluding** the portions reserved for the Developer and the Landowners herein.
2. Staircase from ground floor upto roof with all landings.
3. Water pump, underground and overhead water tanks and other plumbing installations and pump room.
4. Electrical wiring, motors, electrical fittings (except those which are installed for any particular unit) electrical junction box, common meter, meter room area etc.
5. Lift with all accessories and installations.
6. Telephone point and box at the ground floor level
7. Caretaker's room and the toilet on the ground floor along with plumbing and electrical fixtures
8. Drainage, rainwater pipes and sewer pipes, pit hole covers etc.
9. Boundary wall, entrance gates at the ground floor level and the outer walls of the building.
10. Common lobby area on ground as marked in the proposed layout plan.
11. Such other areas and facilities as may be required or provided from time to time by the Developer for the benefits of the flat owners or the occupiers of the said buildings.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(SPECIFICATION OF THE CONSTRUCTION)

| | | | |
|----|------------|---|---|
| 1. | STRUCTURE | : | Building designed with R.C.C. framed structure rests on individual column foundation as per structural designed approved by the competent authority. Materials and brand : Cement – Ultratech/ACC Rod – Tata Tiscon/TMT (Branded). |
| 2. | BRICK WORK | : | Brick work shall be 250/200 mm to external wall and 75 mm to inner walls. Brand – Indian make No.1 |

Apart from the above, both the parties, before execution of these presents, have mutually discussed about the specification of materials to be used in construction of the new buildings.



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**Additional Registrar of
Companies III Kollata**
10 JAN 2022

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

SIGNED SEALED AND DELIVERED
by the withinnamed LANDOWNERS at
Kolkata in the presence of :-

1. *Sujans*
1, N.S. Rd.,
KOL-1
2. *Anshu*
Anindam Banjan
60/0, Saranmoin Rd.
KOL-61

Silverpeak Solutions LLP

S. K. Kothari
Designated Partner

S. S. Constructions

Suman Lal Bera
Partner.

SIGNED SEALED AND DELIVERED
by the withinnamed DEVELOPER
at Kolkata in the presence of :-

1. *Sujans*
2. *Anshu*

Silverpeak Real Estate LLP

S. K. Kothari
Partner/Designated Partner

Drafted by:

Sujans
Sukumar Das
Advocate
High Court, Calcutta
Enrol. No. F/916/2008













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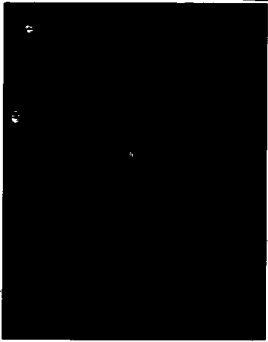












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10 JAN 2022

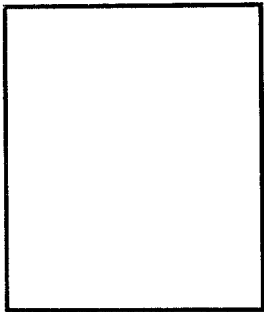
SPECIMEN FORM FOR TEN FINGERPRINTS



| | | | | | | |
|----------------------|------------|---|---|--|---|---|
| <i>D. J. Johnson</i> | Left Hand | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb |
| | Right Hand | Thumb | Fore Finger | Middle Finger | Ring Finger | Little Finger |
| | |  |  |  |  |  |
| | |  |  |  |  |  |



| | | | | | | |
|-------------------------|------------|---|---|--|---|---|
| <i>Saban Lail Bawig</i> | Left Hand | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb |
| | Right Hand | Thumb | Fore Finger | Middle Finger | Ring Finger | Little Finger |
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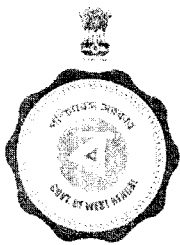


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|----------|------------|---------------|-------------|---------------|-------------|---------------|
| <i>b</i> | Left Hand | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb |
| | Right Hand | Thumb | Fore Finger | Middle Finger | Ring Finger | Little Finger |
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Additional Registrar of
Assurances III Kolkata
10 JAN 2022



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

GRN Details

GRN: 192021220158024201 Payment Mode: Online Payment
GRN Date: 08/01/2022 12:40:57 Bank/Gateway: HDFC Bank
BRN : 1676530666 BRN Date: 08/01/2022 12:01:13
Payment Status: Successful Payment Ref. No: 2002788577/2/2021
[Query No*/Query Year]

Depositor Details

Depositor's Name: SILVERPEAK REAL ESTATE LLP
Address: 53/F/2 S M BOSE ROAD KOLKATA 700114
Mobile: 9830281422
Depositor Status: Others
Query No: 2002788577
Applicant's Name: Mr SUKUMAR DAS
Identification No: 2002788577/2/2021
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

| Sl. No. | Payment ID | Head of A/C Description | Head of A/C | Amount (₹) |
|---------|-------------------|--|--------------------|--------------|
| 1 | 2002788577/2/2021 | Property Registration- Stamp duty | 0030-02-103-003-02 | 40020 |
| 2 | 2002788577/2/2021 | Property Registration- Registration Fees | 0030-03-104-001-16 | 21 |
| | | | Total | 40041 |

IN WORDS: FORTY THOUSAND FORTY ONE ONLY.

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Registrar of Companies
Kolkata
10 JAN 2022

आयकर विभाग
INCOME TAX DEPARTMENT

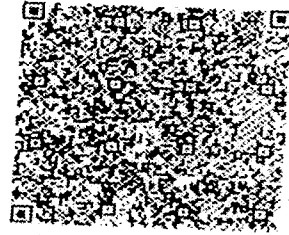


भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

ADVFS9062N

नाम / Name
SILVERPEAK SOLUTIONS LLP



08022019

निगमन/गठन की तारीख
Date Of Incorporation/Formation
29/01/2019

Silverpeak Solutions LLP

S.K. Kothari

Partner

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER

AFOPK9131P



नाम / NAME

SANJAY KUMAR KOTHARI

पिता का नाम / FATHER'S NAME

JAGDISH PRASAD KOTHARI

जन्म तिथि / DATE OF BIRTH

03-07-1972

हस्ताक्षर / SIGNATURE

S.K. Kothari

S.K. Kothari

आयकर आयुक्त, प.ब. - XI

COMMISSIONER OF INCOME-TAX, W.B. - XI

S.K. Kothari

S.K. Kothari


भारत सरकार
GOVERNMENT OF INDIA




সঞ্জয় কোঠারী
Sanjay Kothari
পিতা : জগদীশ কোঠারী
Father : JAGADISH KOTHARI
জন্ম বছর : Year of Birth : 1972
পুরুষ / Male



6509 5128 0006

আবার - সাধারণ মানুষের অধিকার

S. K. Kothari


ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

| | |
|--|--|
| <p> ঠিকানা: C/O সঞ্জয় কোঠারী, ৯, আশুতোষ মুখার্জী লেন, সাল্কিয়া, হাওরা (খিড়িগাঁও নগর কর্পোরেশন), দক্ষিণা, হাওড়া, পশ্চিমবঙ্গ, 711106 </p> | <p> Address C/O Sanjay Kothari, 9 ASHUTOSH MUKHERJEE LANE, SALKIA, Haora Corporation, Salkia, Haora, West Bengal, 711106 </p> |
|--|--|

S. K. Kothari

S. K. Kothari



भारत सरकार
GOVERNMENT OF INDIA



संजय कोठारी
Sanjay Kothari
पिता : जगदीश कोठारी
Father : JAGADISH KOTHARI
जन्म वर्ष / Year of Birth : 1972
पुरुष / Male



6509 5128 0006

आधार - साधारण मानुषेण अधिकार

S. K. Kothari

S. K. Kothari



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:

C/O সঞ্জয় কোঠারী, ৯, আশুতোষ
মুখার্জী লেন, সালকিয়া, হাওড়া
(মিউনিসিপাল কর্পোরেশন),
সালকিয়া, হাওড়া, পশ্চিমবঙ্গ,
711106

Address:

C/O Sanjay Kothari, 9,
ASHUTOSH MUKHERJEE
LANE, SALKIA, Haora
Corporation, Salkia, Haora,
West Bengal, 711106



1947
1800 180 1947



help@uda.gov.in



www.uda.gov.in



P.O. Box No. 1947,
Bengaluru-561001

S. K. Kothari

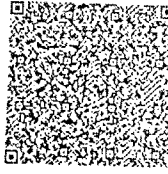
S. K. Kothari

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
ADWFS4527M



नाम/Name
S. S. CONSTRUCTIONS

08032019

निगमन / गठन की तिथि
Date of Incorporation / Formation
01/02/2019

S. S. Constructions

S. S. Constructions

Partner.

S. S. Constructions

Sahan Lal Baid

Partner.

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA


SOHAN LAL BAID

BHAWAR LAL BAID

26/01/1963
Permanent Resident Number

AITPB6854G

Sohan Lal Baid



Sohan Lal Baid

भारत सरकार
GOVERNMENT OF INDIA



सोहन लाल बेद
Sohan Lal Baid
DOB: 26-01-1963
Gender: Male



2258 3683 6717

अधिकार - आम आदमी का अधिकार


Sohan Lal Baid

भारतीय विशिष्ट पहचान प्राधिकरण
भारतीय विशिष्ट पहचान प्राधिकरण
भारतीय विशिष्ट पहचान प्राधिकरण
भारतीय विशिष्ट पहचान प्राधिकरण

भारतीय विशिष्ट पहचान प्राधिकरण
भारतीय विशिष्ट पहचान प्राधिकरण
भारतीय विशिष्ट पहचान प्राधिकरण
भारतीय विशिष्ट पहचान प्राधिकरण


भारतीय विशिष्ट पहचान प्राधिकरण
भारतीय विशिष्ट पहचान प्राधिकरण
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भारतीय विशिष्ट पहचान प्राधिकरण

भारतीय विशिष्ट पहचान प्राधिकरण
भारतीय विशिष्ट पहचान प्राधिकरण
भारतीय विशिष्ट पहचान प्राधिकरण
भारतीय विशिष्ट पहचान प्राधिकरण


 भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA


**S/O केशव नान बेद, ५४ बि
कानीपुर रोड, कानीपुर, कानीपुर
७३६६३, कनकाता, पश्चिम बंग,
७००००२**


**Address:
S/o Bhawar Lal Baid, 54 B
Cossipore Road, Cossipore,
Cossipore H.O., Kolkata, West
Bengal, 700002**



1847
1800 300 1847

 help@uidai.gov.in

 www. uidai. gov. in

 P.O. Box No.1947,
Bengaluru-560 001

Sdhan Lal Baid

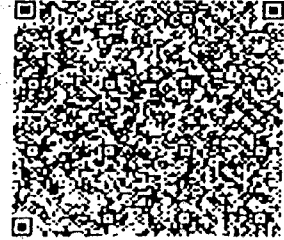
आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AEMFS3996R




नाम / Name
SILVERPEAK REAL ESTATE LLP

निगमन/गठन की तारीख
Date of Incorporation/Formation
05/08/2021

Silverpeak Real Estate LLP


P. K. Kothari
Partner/Designated Partner


সুকুমার দাস
SUKUMAR DAS
পিতা : কানাইলাল দাস
Father : KANAILAL DAS
জন্ম সাল / Year of Birth : 1966
পুরুষ / Male

9216 3409 2378

আধার - সাধারণ মানুষের অধিকার

Sy/um



আধার
জাতীয় পরিচয়পত্র
National Identity Card
Union Territory of India


ঠিকানা:
৬৪/১এ, আর.আর.মোহন.রায় রোড,
পূর্ব বড়িয়া, বড়িয়া, দঃ ২৪ পরগনা,
পশ্চিমবঙ্গ, 700008

Address:
64/1A, R.R. MOHAN ROY ROAD,
Purba Bardisha, Bardisha, South
Twenty Four Parganas, West
Bengal, 700008

9216 3409 2378

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1800 300 1947


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Major Information of the Deed

| | | | |
|--|--|---------------------------------|------------|
| Deed No : | I-1903-00321/2022 | Date of Registration | 10/01/2022 |
| Query No / Year | 1903-2002788577/2021 | Office where deed is registered | |
| Query Date | 30/12/2021 7:11:34 PM | 1903-2002788577/2021 | |
| Applicant Name, Address & Other Details | SUKUMAR DAS 1, NETAJI SUBHAS ROAD, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9903456814, Status : Advocate | | |
| Transaction | Additional Transaction | | |
| [0110] Sale, Development Agreement or Construction agreement | [4308] Other than Immovable Property, Agreement [No of Agreement : 2] | | |
| Set Forth value | Market Value | | |
| Rs. 2/- | Rs. 2,81,92,187/- | | |
| Stampduty Paid(SD) | Registration Fee Paid | | |
| Rs. 40,030/- (Article:48(g)) | Rs. 101/- (Article:E, E) | | |
| Remarks | Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area) | | |

Land Details :

District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: Surendra Mohan Bose Road (Laha Bagan), Mouza: Tarapukuria, , Ward No: 11, Holding No:1/A/1 JI No: 0, Pin Code : 700114

| Sch No | Plot Number | Khatian Number | Land Proposed | Use ROR | Area of Land | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details |
|--------|---------------------|----------------------|---------------|---------|----------------------------|-------------------------|-----------------------|---|
| L1 | LR-506 (RS :-) | LR-1944 | Bastu | Bastu | 15 Katha 8 Chatak | 1/- | 1,86,74,312/- | Property is on Road ,Last Reference Deed No :1501-I -00625-2019 |
| L2 | LR-506/995 (RS :-) | LR-1945 | Bastu | Bastu | 7 Katha 14 Chatak 18 Sq Ft | 1/- | 95,17,875/- | Property is on Road ,Last Reference Deed No :1501-I -00626-2019 |
| | | TOTAL : | | | 38.61Dec | 2 /- | 281,92,187 /- | |
| | | Grand Total : | | | 38.61Dec | 2 /- | 281,92,187 /- | |

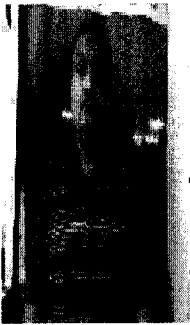

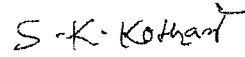


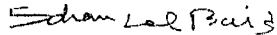
Land Lord Details :

| Sl No | Name,Address,Photo,Finger print and Signature |
|-------|---|
| 1 | SILVERPEAK SOLUTIONS LLP 65A, NIMTALA GHAT STREET, City:- Kolkata, P.O:- BEADON STREET, P.S:-Jorabagan, District:-Kolkata, West Bengal, India, PIN:- 700006 , PAN No.:: ADxxxxx2N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative |
| 2 | S. S. CONSTRUCTIONS 153/F/1, S. M. BOSE ROAD, KOLKATA, City:- , P.O:- AGARPARA, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700114 , PAN No.:: ADxxxxx7M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative |



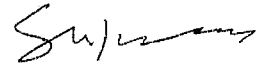
Developer Details :

| SI No | Name,Address,Photo,Finger print and Signature |
|-------|--|
| 1 | SILVERPEAK REAL ESTATE LLP 153/F/2, S M BOSE ROAD, GR FLOOR, KOLKATA, City:- , P.O:- KHARDAHA, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700114 , PAN No.:: AExxxxxx6R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative |

Representative Details :

| SI No | Name,Address,Photo,Finger print and Signature | | | |
|---|---|---|---|---|
| 1 | Name | Photo | Finger Print | Signature |
| | Shri SANJAY KUMAR KOTHARI, (Alias Name: Shri SANJAY KOTHARI) (Presentant) Son of Late JAGDISH PRASAD KOTHARI Date of Execution - 10/01/2022, , Admitted by: Self, Date of Admission: 10/01/2022, Place of Admission of Execution: Office |  |  |  |
| | Jan 10 2022 1:56PM | LTI 10/01/2022 | 10/01/2022 | |
| 9, ASHUTOSH MUKHERJEE LANE, City:- Howrah, P.O:- SALKIA, P.S:-Golabari, District:-Howrah, West Bengal, India, PIN:- 711106, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFxxxxxx1P, Aadhaar No: 65xxxxxxxx0006 Status : Representative, Representative of : SILVERPEAK SOLUTIONS LLP (as Designated Partner), SILVERPEAK REAL ESTATE LLP (as Designated Partner) | | | | |
| 2 | Name | Photo | Finger Print | Signature |
| | Shri SOHAN LAL BAID Son of Late BHAWAR LAL BAID Date of Execution - 10/01/2022, , Admitted by: Self, Date of Admission: 10/01/2022, Place of Admission of Execution: Office |  |  |  |
| | Jan 10 2022 1:56PM | LTI 10/01/2022 | 10/01/2022 | |
| 14B, COSSIPORE ROAD, KOLKATA, City:- , P.O:- COSSIPORE, P.S:-Cossipur, District:-North 24-Parganas, West Bengal, India, PIN:- 700002, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: Alxxxxxx4G, Aadhaar No: 22xxxxxxxx6717 Status : Representative, Representative of : S. S. CONSTRUCTIONS (as Partner) | | | | |

Identifier Details :

| Name | Photo | Finger Print | Signature |
|---|---|---|---|
| Mr Sukumar Das Son of Late K L Das 1, N S Road, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 |  |  |  |

10/01/2022

10/01/2022

10/01/2022

Identifier Of Shri SANJAY KUMAR KOTHARI, Shri SOHAN LAL BAID

Transfer of property for L1

| Sl.No | From | To. with area (Name-Area) |
|-------|--------------------------|--|
| 1 | SILVERPEAK SOLUTIONS LLP | SILVERPEAK REAL ESTATE LLP-12.7875 Dec |
| 2 | S. S. CONSTRUCTIONS | SILVERPEAK REAL ESTATE LLP-12.7875 Dec |

Transfer of property for L2

| Sl.No | From | To. with area (Name-Area) |
|-------|--------------------------|---------------------------------------|
| 1 | SILVERPEAK SOLUTIONS LLP | SILVERPEAK REAL ESTATE LLP-6.5175 Dec |
| 2 | S. S. CONSTRUCTIONS | SILVERPEAK REAL ESTATE LLP-6.5175 Dec |

Land Details as per Land Record

District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: Surendra Mohan Bose Road (Laha Bagan), Mouza: Tarapukuria, , Ward No: 11, Holding No:1/A/1 JI No: 0, Pin Code : 700114

| Sch No | Plot & Khatian Number | Details Of Land | Owner name in English as selected by Applicant |
|--------|--|--|--|
| L1 | LR Plot No:- 506, LR Khatian No:- 1944 | Owner:সিলভারপিক সলিউশন্স এল এল পি, Gurdian:পক্ষে সঞ্জয় কুমার কোঠারি, Address:নিজ , Classification:বাগান, Area:0.13000000 Acre, | SILVERPEAK SOLUTIONS LLP |
| L2 | LR Plot No:- 506/995, LR Khatian No:- 1945 | Owner:এস এস কনস্ট্রাকশন্স , Gurdian:পক্ষে সঞ্জয় কুমার কোঠারি, Address:নিজ , Classification:লোকাল, Area:0.06000000 Acre, | S. S. CONSTRUCTIONS |

On 10-01-2022

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

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

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

Presented for registration at 13:45 hrs on 10-01-2022, at the Office of the A.R.A. - III KOLKATA by Shri SANJAY KUMAR KOTHARI Alias Shri SANJAY KOTHARI,.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,81,92,187/-

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

Execution is admitted on 10-01-2022 by Shri SANJAY KUMAR KOTHARI, , Shri SANJAY KOTHARI Designated Partner, SILVERPEAK SOLUTIONS LLP (LLP), 65A, NIMALA GHAT STREET, City:- Kolkata, P.O:- BEADON STREET, P.S:-Jorabagan, District:-Kolkata, West Bengal, India, PIN:- 700006; Designated Partner, SILVERPEAK REAL ESTATE LLP (LLP), 153/F/2, S M BOSE ROAD, GR FLOOR, KOLKATA, City:- , P.O:- KHARDAHA, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700114

Identified by Mr Sukumar Das, , Son of Late K L Das, 1, N S Road, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 10-01-2022 by Shri SOHAN LAL BAID, Partner, S. S. CONSTRUCTIONS (Partnership Firm), 153/F/1, S. M. BOSE ROAD, KOLKATA, City:- , P.O:- AGARPARA, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700114

Identified by Mr Sukumar Das, , Son of Late K L Das, 1, N S Road, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Payment of Fees

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/01/2022 12:45PM with Govt. Ref. No: 192021220158024201 on 08-01-2022, Amount Rs: 21/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1676530666 on 08-01-2022, Head of Account 0030-03-104-001-16

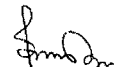
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 10/-, by online = Rs 40,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 176485, Amount: Rs.10/-, Date of Purchase: 31/12/2021, Vendor name: Sipra Dey

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/01/2022 12:45PM with Govt. Ref. No: 192021220158024201 on 08-01-2022, Amount Rs: 40,020/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1676530666 on 08-01-2022, Head of Account 0030-02-103-003-02



Probir Kumar Golder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2022, Page from 85244 to 85277

being No 190300321 for the year 2022.



Digitally signed by PROBIR KUMAR
GOLDER
Date: 2022.02.03 17:32:52 +05:30
Reason: Digital Signing of Deed.

(Probir Kumar Golder) 2022/02/03 05:32:52 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
West Bengal.

(This document is digitally signed.)
