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भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

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सत्यमेव जयते

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INDIA NON JUDICIAL

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Certified that the Document is subject to  
Registration. The Signatures and the  
endorsement above are the part of this Document.

18 JUL 2017

Additional Registrar  
of Assurances-I, Kolkata

**DEVELOPMENT AGREEMENT**

**THIS AGREEMENT** made this <sup>18<sup>th</sup></sup> day of July 2017 (Two Thousand Seventeen)

**BETWEEN 1. SHRI INDRAJIT GUHA**, Son of Late Sachindra Nath Guha and Late Manjulika Guha, by Nationality – Indian, by faith Hindu, by Occupation Advocate, having **Income Tax Pan No. ADCPG5885C**, residing at P/529, Raja Basanta Roy Road, Kolkata – 700 029, Police Station Lake, Post Office – Sarat Bose Road, **2. SMT. RANJANA GUHA**, wife of Late Biswajit Guha and daughter in law of Late Sachindra Nath Guha and Late Manjulika Guha, by Nationality – Indian, by faith Hindu, by Occupation Housewife, having **Income Tax Pan No. AEAPG7637P**, residing at P/529, Raja Basanta Roy Road, Kolkata – 700 029, Police Station Lake, Post Office – Sarat Bose Road, and **(3) SMT. MADHURA GUHA**, daughter of Late Biswajit Guha and grand-daughter of Late Sachindra Nath Guha and Late Manjulika Guha, wife of Sri Abhijit De, by Nationality – Indian, by faith Hindu, by Occupation Housewife, having **Income Tax Pan No. AJRPG7558B**, residing at P/529, Raja Basanta Roy Road, Kolkata – 700 029, Police Station Lake, Post Office – Sarat Bose Road hereinafter jointly and collectively referred to as **"OWNERS"** (which term or expression shall unless excluded by or repugnant to the

Ranjana Guha  
Madhura Guha

Signature of the Owners

Golden Nirman Udyog Ltd

Director

Signature of the Developer

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13 JUL 2017

DATE.....  
NAME.....  
ADD.....  
AMT.....

Golden Niroman Udyog Ltd.  
16, R.N. Mukherjee Road,  
Kolkata-1

*Ash*

MOUSUMI SEN  
LICENSED STAMP VENDOR  
KOLKATA REGISTRATION OFFICE



Identified by me  
Ash's Niroman Sen  
Adv.  
High Court Calcutta

*M*

13 JUL 2017

subject or context be deemed to mean and include them and each of their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART:**

**A N D**

**GOLDEN NIRMAN UDYOG LIMITED, CIN U45201WB2003PLC096821**, a company incorporated under the Companies Act, 1956 having its registered office at 16, R. N. Mukherjee Road, Kolkata – 700 001, having Income Tax Pan No. AABCG9692A, Within Post Office – GPO, Police Station – Hare Street, represented by its Director Mr. Ashim Sengupta Son of Late Nani Gopal Sengupta, by Occupation Business, having Income Tax Pan No. AJEPS0854P, residing at 41B, Haripada Dutta Lane Jadavpur, Post Office Tollygunge, Police Station Jadavpur, Kolkata – 700 033, duly authorized in pursuance of resolution dated **12/07/2017** hereinafter referred to as the **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the **OTHER PART:**

**1. DEFINITIONS AND INTERPRETATIONS:**

**1.1. DEFINITIONS :** Unless in this Agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings:-

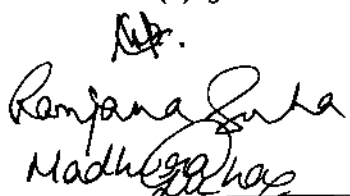
**1.1.1 "Architect"** shall mean such person or persons who may be appointed by the Developer as the Architect for the Project

**1.1.2 "Affecting Circumstances"** shall include (a) any injunction, stay order, direction or prohibition by any Court or Tribunal (including Arbitration Tribunal) or any Appropriate Authority or Statutory Authority which may affect the said Property or any development, construction, improvement, enjoyment and/or transfer of the same or any part thereof, (b) any Encumbrance or defect in title or lack of Assured Attributes being found to affect the Subject Property and (c) any Representation and Warranty being found to be false.

**1.1.3 "Agreed Ratio"** shall mean the ratio of sharing in several matters referred to herein between the Owners and the Developer which shall be 50% (fifty percent) belonging to the Owners and 50% (fifty percent) belonging to the Developer;

**1.1.4 "Appropriate Authorities"** shall mean the Central or State Government or any Department thereof and includes any Local Authority or Statutory Bodies or authorities having jurisdiction including Kolkata Municipal Corporation, Collector, District Magistrate, Additional District Magistrate, Revenue Officer, Municipal Engineering Directorate, Planning Authority, Development Authority, Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Police Authorities, Pollution Control Authorities, Fire Service Authorities, electricity provider, water providers, utility providers and shall also include any Government Company;

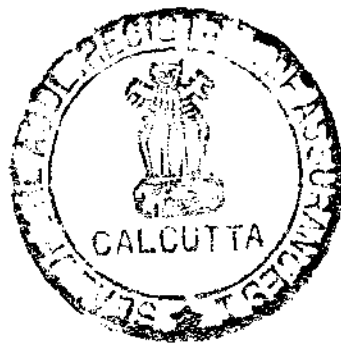
**1.1.5 "Assured Attributes"** in relation to the Subject Property shall include the attributes of (a) good and marketable title; (b) free from all Encumbrances and Liabilities; (c)

  
Signature of the Owners

Golden Nirman Udyog Ltd

  
Director

Signature of the Developer



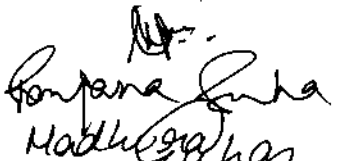
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complete khas vacant and peaceful possession of the said Property duly secured by boundary walls as it stands now on all sides with entry/exit gates opening on abutting public roads namely 40 Ft. wide Raja Basanta Roy Road presently Hemanta Mukhopadhyay Sarani on one side and 20 Ft. wide Raja Basanta Roy Road presently Hemanta Mukhopadhyay Sarani on another side and direct access therefrom;

- 1.1.6 "Association"** shall mean any company incorporated under the Companies Act, 1956 or any registered Association or a Committee as may be formed by the Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.
- 1.1.7 "Building(S)"** shall mean the proposed new G+IV storied building or building(s) or any additional floor thereupon in the Project to be constructed, erected and completed in accordance with the Plan on the Said Land with the Common Areas and Installations;
- 1.1.8 "Building Plans"** shall mean the one or more plans for construction of the New Buildings to be caused to be sanctioned by the Developer in the name of the Owners from the Appropriate Authorities and include all modifications and/or alterations as may be made thereto;
- 1.1.9 "Car Parking Space"** shall mean all the spaces in the ground floor level, whether open or covered or otherwise, of the Project expressed or intended to be reserved for parking of motor cars.
- 1.1.10 "Common Areas and Installations"** shall according to the context mean and include the areas installations and facilities comprised in and for the individual Buildings and/or the Subject Property and/or any part or parts thereof as may be expressed or intended by the Developer in its absolute discretion from time to time for use in common by all or any Transferees or other persons. A tentative list of the proposed Common Areas and Installations is mentioned as the **SECOND SCHEDULE** hereto but the same is subject to modifications or changes as may be made by the Developer therein;
- 1.1.11 "Common Purposes"** shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building 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;
- 1.1.12 "Common Expenses"** shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses for the Common Purpose including those mentioned in the **Fourth Schedule**

  
Signature of the Owners

Golden Nirman Udyog Ltd  
  
Director  
Signature of the Developer



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hereunder written to be contributed, borne, paid and shared by the transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge.

**1.1.13 "Completion Notice"** shall mean the notice contemplated in **clause 20.2** below.

**1.1.14 "Date Of Commencement Of Liability"** shall mean the date on which Owners /transferees of the units take actual physical possession of their allocation/unit after fulfilling all their liabilities and obligations in terms hereof or the date next after expiry of the Completion Notice irrespective of whether Owners /transferees of the units take actual physical possession or not, whichever is earlier.

**1.1.15 "Developer's Allocation"** shall mean the areas, portions and shares of and in the Proposed new Building to belong to the Developer in terms of **Clause 19** hereto;

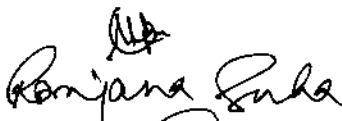
**1.1.16 "Deposits/Extra Charges/Taxes"** shall mean the amounts specified in the **Fifth Schedule** hereunder to be deposited/paid by the Prospective Purchasers or the Owners to the Developer subject to any variations as per **Clause 26** hereto;


**1.1.17 "Encumbrances"** shall include mortgages, charges, security interest, liens, lis pendens, attachments, leases, tenancies, occupancy rights, uses, debutters, trusts, acquisition, requisition, vesting, bargadar, demands and liabilities whatsoever;

**1.1.18 "Force Majeure"** shall mean any event or combination of events or circumstances beyond the control of either the Owners or the Developer, which cannot be prevented or caused to be prevented, and which materially and adversely affects such Party's ability to perform obligations under this Agreement including (a) Acts of God i.e. fire, draught, flood, earthquake, storm, lightning, epidemics and other natural disasters; (b) Explosions or accidents, air crashes; (c) General strikes and/or lock-outs (not being any strike or lockout by agents or staff of the Owners or the Developer or their respective appointee at the Subject Property), civil disturbances, curfew etc.; (d) Civil commotion, insurgency, war or enemy action or terrorist action; (e) Change in Law, Rules and Regulations, injunctions, prohibitions, or stay granted by court of law, Arbitrator, Government otherwise than due to default of the party claiming the benefit of such event as force majeure; (f) Unusual Shortage in supply of construction materials; (g) Any other event or circumstances which the Owners and the Developer mutually agree in writing as being beyond their control .

**1.1.19 "Owner's Allocation"** shall mean the areas, portions and shares of and in the proposed new Building to belong to the Owners in terms of **Clause 19** hereto.

**1.1.20 "Phases"** with their grammatical variations shall mean the different phases in which the Project shall be carried out in terms hereof;

  
Madhusudan  
Signature of the Owners

Golden Nirman Unilog Ltd  
  
Director  
Signature of the Developer

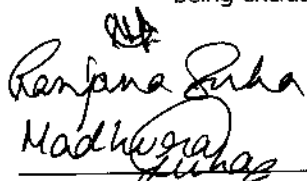



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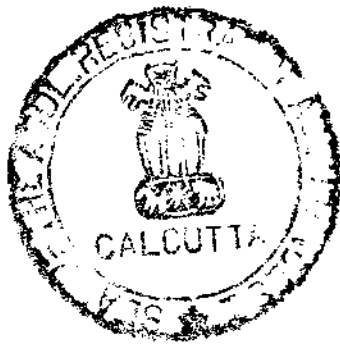
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- 1.1.21 "Project"** shall mean and include the planning and development of the Subject Property into the New G+IV Storied Building and further construction of any additional floor on the ultimate roof subject to sanction by KMC at any latter stage and the allocation of the respective allocations of the Owners and the Developer with rights to them to Transfer the same respectively in terms hereof and the administration of the said Multi-Storied Building in matters relating to the Common Purposes all in accordance with the terms and conditions of this Agreement.
- 1.1.22 "Realization"** shall mean and include the amounts received against Transfer of the Units, Parking Spaces and other Transferable Areas from time to time including the consideration for Transfer and for Floor Rise Escalation and PLC and any other amount on any account received against any Transfer; but shall not include any amounts received on account of Extras and Deposits;
- 1.1.23 "Non-Adjustable Advance"** shall according to the context mean the amount paid or payable by the Developer to the Owners in terms of **Clause 11** hereto and include the 1<sup>st</sup> Lot Advance already paid and the 2<sup>nd</sup> Lot Advance and the 3<sup>rd</sup> Lot Advance agreed to be paid as per the said clause 11 hereto.
- 1.1.24 "Subject Property"** shall mean the pieces or parcels of lands hereditament and premises admeasuring **10 Katha 24 Sq. Ft.** comprised in **Municipal Premises No. 529 Hemanta Mukhopadhyay Sarani, Kolkata – 700 029, within Police Station Lake, KMC Ward No.90** more fully and particularly fully described in the **FIRST SCHEDULE** hereto and include all constructions thereat and appurtenances thereof;
- 1.1.25 "Specification"** shall mean the specifications for the said Project as mentioned in the **Third Schedule** hereunder written subject to the alterations or modifications as may be made by the Developer from time to time.
- 1.1.26 "Transfer"** with its grammatical variations shall include transfers by sale, lease, letting out, grants, exclusive rights or otherwise;
- 1.1.27 "Transferable Areas"** shall mean Units, Parking Spaces, terraces, roofs, gardens, open spaces, with or without any facilities and all other areas at the Building Project 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 area, right or privilege at the Building Project capable of being commercially exploited or transferred for consideration in any manner;
- 1.1.28 "Transferees"** shall mean the persons to whom any Transferable Areas in the Building Project is Transferred or agreed to be Transferred;
- 1.1.29 "Units"** shall mean the independent and self-contained residential flats, and other constructed spaces in the New multi-storied Building at the Subject Property capable of being exclusively held used or occupied by a person;

  
 Ranjana Sarka  
 Madhura Sarka  
 Signature of the Owners

Golden Nirman Udyog Ltd  
  
 Director  
 Signature of the Developer



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**1.2. INTERPRETATIONS :**

- 1.2.1** Reference to any Clause shall mean such Clause of this Agreement and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this deed and include any parts of such Schedule;
- 1.2.2** Words of any gender are deemed to include those of the other gender;
- 1.2.3** Words using the singular or plural number also include the plural or singular number, respectively;
- 1.2.4** The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Parts and Clauses of this Agreement, as the case may be;
- 1.2.5** Reference to the word "include" shall be construed without limitation;
- 1.2.6** The Schedules/Annexure 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;
- 1.2.7** 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; and
- 1.2.8** Where any act is prohibited by the terms of this Agreement, none of the Parties will knowingly permit or omit to do anything, which will allow that act to be done;
- 1.2.9** Where any notice, consent, approval, permission or certificate is required to be given by any party to this Agreement such notice, consent, approval, permission or certificate must (except where otherwise expressly specified), be in writing.


**W H E R E A S :**

**2. RECITALS AND REPRESENTATIONS:**

- 2.1. OWNERSHIP AND INTENT:** The Owners are the joint and absolute Owners of the respective properties amalgamated into one single premises more fully and particularly mentioned in **SIXTH SCHEDULE** hereunder written and hereinafter referred to as the Subject property. Upon mutual discussions and negotiations between the Owners and the Developer, it was agreed and decided by and between them that the Owners would appoint Developer hereto as the Developer and grant to the Developer the sole and exclusive rights and authorities for causing to be developed the Subject Property and the Owners would provide the Subject Property in a state free from all Encumbrances and with Assured Attributes to the Developer and the Developer would construct or cause to be constructed the G + IV storied building thereon and to deliver the Owner's Allocation to the Owners and would have the right to Transfer the



Signature of the Owners

Golden Nirman Udyog Ltd  
  
Director  
Signature of the Developer



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Developer's Allocation at such price as may be deemed fit and proper by the Developer and to appropriate the Realizations thereof exclusively.

**2.2. OWNER'S REPRESENTATIONS:** The Owners made the following several representations and assurances to the Developer which have been relied upon by the Developer for the purpose of entering upon this Agreement and the transaction envisaged herein:

**2.2.1** That by virtue of inheritance, gift and through purchase for valuable consideration from time to time the owners herein have become entitled to subject Properties mentioned in **SIXTH SCHEDULE** hereunder written and still is the sole and absolute Owners of the Subject Property;

**2.2.2** The Owners has good marketable title in respect of the Subject Property. The facts about the Owners deriving title to the respective portions and shares in the Subject Property are represented by the Owners in the **SIXTH SCHEDULE** hereto and the same are all true and correct;

**2.2.3** That the Subject Property and every part thereof are all free from all Encumbrances and without any claim, right, title, interest of any other person thereon or in respect thereof save and except the Pending Specified Liabilities and the equitable mortgage in favour of the Existing Creditors and the Pending Litigations which are all going to be cleared and discharged by the Owners as part of its obligations hereunder.

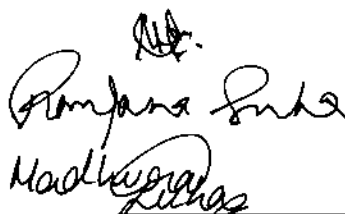
**2.2.4** That no amount on any account whatsoever or howsoever is due or outstanding towards any person or authority in respect of the Subject Property or the non-payment of which may affect the Subject Property in any manner.

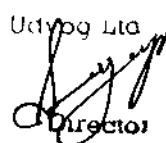
**2.2.5** That the entire Subject Property is in khas vacant and peaceful possession of the Owners since last more than 30 years duly secured by boundary walls with proper entry/exit gates and is directly abutting on 40 ft. wide Raja Basanta Roy Road presently Hemanta Mukhopadhyay Sarani on one side and 20 Ft. wide Raja Basanta Roy Road presently Hemanta Mukhopadhyay Sarani on another side and direct access therefrom;

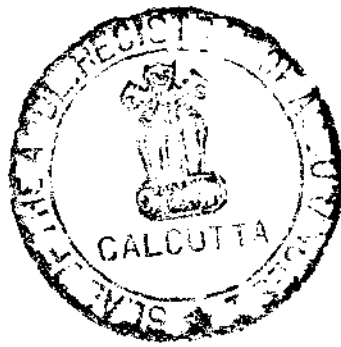
**2.2.6** That the name of the Owners have been mutated as Owners of the Subject Property in the records of the Kolkata Municipal Corporation under Assessee No. 110900701640 and 110900701639 respectively;

**2.2.7** That the Subject Property is a dwelling house and the same is fit for development of the G+IV storied building comprising Ground Floor, First Floor, Second Floor, Third Floor, Fourth Floor and any additional floor upon the ultimate roof if sanctioned by the statutory authorities;

**2.2.8** There is no notice of acquisition or requisition received or to the knowledge of the Owners in respect of the Subject Property or any part thereof;

  
Signature of the Owners

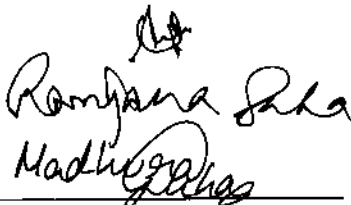
Golden Nirman Udyog Ltd  
  
Director  
Signature of the Developer



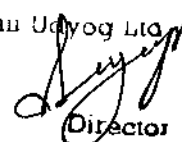
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- 2.2.9** Neither the Subject Property nor any part thereof has been attached under any decree or order of any Court of Law or due to Income Tax arrears or any other Public Demand nor any proceeding or information on any attachment is to the knowledge of the Owners;
- 2.2.10** There is no impediment, obstruction, restriction or prohibition in the Owners entering upon this Agreement and/or in development and transfer of the Subject Property so developed;
- 2.2.11** That the original documents of title in respect of the Subject Property are in the custody of the Owners.
- 2.2.12** There is no difficulty in obtaining sanction of building plan upon the Subject Property to purposes commensurate with the development of multistoried building before the Appropriate Authorities.
- 2.2.13** The Owners never held nor holds lands in excess of the ceiling limits under any Laws (including the Urban Land (Ceiling & Regulation) Act, 1976, West Bengal Estate Acquisition Act, 1953, the West Bengal Land Reforms Act, 1955 or otherwise. Furthermore no part of the Subject Property is affected by Section 6(3) of the West Bengal Estates Acquisition Act, 1953.
- 2.2.14** That no suit, dispute, claim or other legal proceeding, civil, criminal or revenue have ever been filed or is pending by or against the Owners affecting or in any way relating to the Subject Property and to the best of knowledge of the Owners there is no legal proceeding, dispute or claim under or as regards Income Tax, and no other proceedings or steps under the SARFAESI Act have ever been initiated and/or is pending relating to or affecting the Subject Property and/or the Owners.
- 2.2.15** That there is no injunction, status quo, prohibition or other order or condition in any way relating to or affecting the Subject Property in any manner.
- 2.2.16** The Owners has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Subject Property or any part thereof can or may be impeached, encumbered or affected in title or would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement;
- 2.2.17** That the Owners has not stood as Guarantor or Surety for any obligation, liability, bond or transaction whatsoever in regard to or which may affect or entangle the Subject Property in any manner and to the best of the knowledge of the Owners there is no claim of any person on this account;
- 2.2.18** The Owners has not entered upon any agreement or contract with any other person in connection with the Subject Property or its development/ sale/transfer nor has executed

  
Ramjana Saha  
Madhugopal Saha

Signature of the Owners

Golden Nirman Udyog Ltd  
  
Director

Signature of the Developer



*[Handwritten signature]*



any power of attorney in favour of any person nor have otherwise dealt with the Subject Property or any part thereof prior to execution of this Agreement;

**2.2.19** The transaction intended to be carried out by the Owners with the Developer including this agreement and the power of attorney and all other documents executed and to be executed by the Owners have all been approved by the owners and the Owners are duly and fully authorized and competent to enter upon this agreement and to carry out the transaction envisaged herein fully and in all manner.

**2.2.20** There is no difficulty in the compliance of the obligations of the Owners hereunder.

**2.3. DEVELOPER'S REPRESENTATION:** Developer made following representations and assurances to the Owners for the purpose of entering upon this agreement and the transactions envisaged herein.

**2.3.1** The Developer is engaged inter alia in undertaking or causing development of real estate and has good experience and resources to carry out the development envisaged herein.

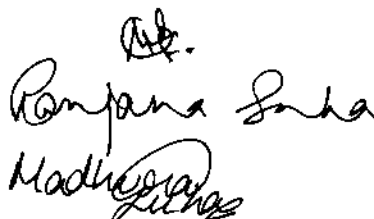
**2.3.2** The Developer shall at its own cost and workman like manner construct new G + IV (Ground plus Four) storied buildings and any additional floor upon the ultimate roof if sanctioned by the statutory authorities on the said land. The said construction shall be in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation. All the costs, charges and expenses for preparing the plan and for the sanction of the same by the Kolkata Municipal Corporation and other costs specified herein as being payable by the Developer shall be paid and borne by the Developer.

**2.3.3** Before submission of the said plan for sanction before the appropriate authority, the said plan shall have the concurrence of the Owners. If any revised plan or supplementary drawing is to be submitted, the same shall be done by the Developer with the knowledge of the Owners.


**2.3.4** Save those to be obtained by the Owners in terms hereof, the Developer will be responsible for obtaining all necessary permits, approvals and sanctions from all authorities concerned for construction at the Subject Property and will bear all charges, costs and expenses thereof.

**2.3.5** The Owners are relying on the technical capability and expertise of the Developer and hence the Developer will construct the said new multi-storied buildings in accordance with the said sanction plan.

**2.3.6** The Developer shall carry out soil bearing tests and investigations as may be required to determine the soil bearing capacity of the subject property and other such ancillary work at its own cost that may be necessary for construction of the said multistoried building.

  
Ranjana Senha  
Madhusen Senha

Signature of the Owners

Golden Nirman Company Ltd.  
  
Director

Signature of the Developer



*[Handwritten signature]*

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**2.3.7** All the materials required to be used for construction of the said new multi-storied buildings shall be of reasonably good quality which shall be approved by the reputed Architecture appointed for the said project.

**2.4. RECORDING INTO WRITING:**

**2.4.1** Pursuant to the above and relying on the representations made by the Parties to each other as stated above, the final terms and conditions agreed between the parties herein are being recorded by this Agreement.

**2.4.2** The parties are now entering upon this Agreement to record into writing all the terms and conditions agreed between them in connection with the development of the Subject Property and the Transfer and administration of the Multistoried Building and the respective rights and obligations of the parties in respect of the same as hereinafter contained.

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

**3. COMMENCEMENT:**

**3.1.** This Agreement commences and shall be deemed to have come in force on and with effect from the date of execution, mentioned above (commencement date) and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated in this Agreement.



**4. AUTHORITY TO ENTER:**


**4.1.** Simultaneously with the execution of this agreement, the Owners has, in part performance hereof, allowed the Developer exclusive and free license to enter the said property as a Developer for carrying out the works for development. The physical vacant possession shall be made over in the manner stated hereunder.

**5. DEVELOPMENT AND CONSTRUCTION:**

**5.1.** In the premises aforesaid, the Owners doth hereby provide the Subject Property exclusively for the purpose of the Project and have appointed the Developer for the Project and hereby grant to the Developer the exclusive rights and authority to develop or cause to be developed the Subject Property as a new multi-storied building project comprising Ground Floor, First Floor, Second Floor, Third Floor and Fourth Floor and any additional floor upon the ultimate roof if sanctioned by the statutory authorities and deliver the Owner's Allocation to the Owners in terms hereof with rights and authority to Transfer the Developer's Allocation exclusively as contained herein and the Developer hereby agrees to accept the same at and for the mutual considerations and on the terms and conditions hereinafter contained.

**5.2.** With effect from the date of execution hereof, the Developer shall have the sole and exclusive rights, authorities and entitlements (a) to develop and construct or cause to be developed and

  
  
Signature of the Owners

Golden Nirman Development  
  
Director  
Signature of the Developer



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constructed the new G + IV storied Building and any additional floor upon the ultimate roof if sanctioned by the statutory authorities and/or Project at the Subject Property and (b) to administer the entire Building Project in the manner and until the period as more fully contained herein and (c) to dispose of the Developer's Allocation and realize the entire Realizations/Proceeds in respect thereof and (d) to the entirety of the Extras and Deposits and the all other properties benefits and rights hereby agreed to be granted to the Developer or to which the Developer is entitled hereunder and the Owners shall be entitled (i) to the Owner's Allocation to be delivered by the Developer to the Owners in terms hereof and to the entire Realizations in respect thereof and (ii) all other properties benefits and rights hereby agreed to be granted to the Owners or to which the Owners is entitled hereunder on and subject to the terms and conditions hereinafter contained.

**5.3.** At the completion of the proposed G+IV storied Building the Entire First Floor and the Entire Second Floor comprising several self-contained Flats and 50% of Ground Floor of the G + IV Storied building being the 50% of owners allocation shall be allotted to the Owners and the Developer shall be entitled to Entire Third Floor and Entire Fourth Floor comprising several self-contained Flats and 50% of Ground Floor shall be allotted to the Developer towards Developer's 50% allocation in the new G+IV storied building. The consideration for the Transfer by the Owners of the proportionate share in land comprised in the Developer's Allocation and of all and whatever right, title and/or interest in the Developer's Allocation shall be the nonadjustable advance and the construction and related costs of the Owner's Allocation.

**5.4.** Except in accordance with any specific terms and conditions mentioned elsewhere in this Agreement, this Agreement shall not be cancelled or revoked by the Parties under any circumstances.

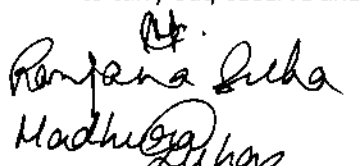
**5.5.** The New Multistoried Building and/or Project shall be constructed and completed by the Developer in the manner and as per the Building Plans and Specifications herein agreed at the Developer's cost.


**6. POSSESSION:**

**6.1.** The Owners shall within 30 days from obtaining the sanction plan/building permit from the Kolkata Municipal Corporation or deliver vacant and peaceful physical possession of the Subject Property to the Developer for the purpose of the Project. However the Developer shall with effect from the date hereof be entitled to commence preliminary works pertaining to survey, measurement, soil testing etc., at the Subject Property and shall have full and free access to the Subject Property.

**7. OBLIGATIONS OF OWNERS:**

**7.1.** In connection with the Subject Property, in addition and without affecting to the other obligations of the Owners as envisaged elsewhere in this agreement, the Owners shall be obliged to carry out, observe and perform the following obligations:

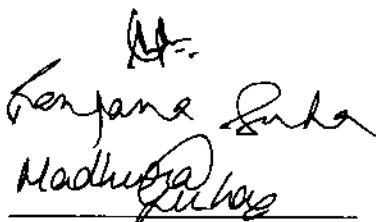
  
Signature of the Owners

Golden Nirman Udyog Ltd  
  
Director  
Signature of the Developer



ADMINISTRATIVE  
OF ASSESSMENT  
18 JUN 2017

- 7.1.1 MARKETABLE TITLE:** The Owners shall make out and keep and maintain, at its costs, good marketable title to the Subject Property. It is recorded that the Owners has delivered copies of the documents of title in respect of the Subject Property available with them to the Developer. The Owners agrees to answer and comply with all Requisitions on title that may be raised by the Developer or its advocate upon them within 15 days of receipt thereof.
- 7.1.2 FREE OF ENCUMBRANCES:** The Subject Property and each part thereof is and shall be free of and from all Encumbrances and in case any Encumbrance arises or is detected in respect of the Subject Property or any part thereof at any time or in case any defect or deficiency in the title of the Subject Property arises or is detected at any time or there is any claim of possession or occupation by any person in respect of the Subject Property at any time, the same shall be forthwith rectified and cured by the Owners.
- 7.1.3 UNDISCLOSED LIABILITIES:** In case any liability or outstanding dues arises or is detected in respect of or affecting the Subject Property or any part thereof, the same shall be paid and cleared by the Owners promptly and within 60 days of the same arising.
- 7.1.4 OUTSTANDING TAXES:** The Owners shall pay and clear upto date Municipal and other tax and land revenue, if any outstanding and shall keep paying the same upto the date of delivery of possession of the Subject Property to the Developer.
- 7.1.5 CONTINUANCE OF ASSURED ATTRIBUTES AND REPRESENTATIONS AND WARRANTIES:** The Owners shall be liable to cause and ensure that the Subject Property is fit with all other Assured Attributes and there is or arises no Affecting Circumstances affecting the Subject Property or any part thereof and further that the Representations and Warranties are always applicable and duly complied with by the Owners. Without prejudice to the generality of the foregoing provisions and nonetheless in addition thereto, the Owners shall comply with the following:-
- 7.1.5.1** All permissions, approvals, sanctions, amalgamation, modification, no-objections and other statutory formalities for sanction of plan would be obtained by the Developer at its own cost and expenses. The Owners shall, however, sign and execute all papers, documents, plans, declarations, affidavits and other documentations whatever required for such sanction and construction as and when required by the Developer without any objection and within 7 days of the request being made and the documents being made available to the Owners. In addition to the aforesaid, the Owners shall sign, execute and register a General Power of Attorney authorizing the Developer or its officers to do, act and perform all or any of the obligations of the Owners mentioned above for development of the Project.

  
Signature of the Owners

Golden Nirman Udyog Ltd

  
Director

Signature of the Developer



*[Signature]*  
ADDITIONAL REGISTRAR  
OF ASSURANCE, KOLKATA  
18 JUL 2017



**7.1.5.2** The Owners shall cause and ensure that there is no impediment or obstruction in the carrying out of the Project by the Developer, owing to any act, deed or thing of the Owners heretofore done or omitted to be done and if any notice or claim is received from any Appropriate Authority or any other person, to answer and satisfy the same and to ensure that there is no restriction or embargo or adverse effect on the Project whatsoever or howsoever at any time.

**7.1.5.3 PAYMENT OF COSTS AND SECURITY:** Except as regards the matters in which the Developer has expressly agreed to pay, all fees, costs, charges and expenses in respect of compliance of the obligations of the Owners shall be borne and paid by the Owners.

**7.1.5.4** The developer shall accord the necessary assistance required by the owners for obtaining clearances as specified to the extent possible.

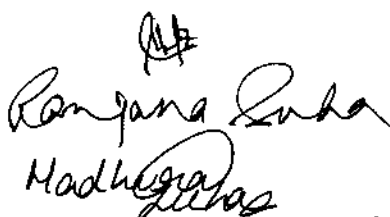
**8. TITLE DEEDS:**

**8.1.** Title Deeds shall include the Purchase Deed and any other deed and documents, succession certificates, heirship certificates, documents, instruments, orders, cause papers, etc., in respect of or evidencing ownership of the Owners and those forming part of the chain of title.


**8.2.** The Owners shall simultaneously with the execution of this agreement deliver all original documents of title relating to the Subject Property lying with Owners to the Developers. All other documents, papers and records lying with the Owners shall also be delivered by them to the said Developer simultaneously with the execution hereof. The Developer shall hold the documents from time to time delivered to them and shall allow inspection of the same by the parties for the purposes herein stated and shall also part with the same only for the purpose permitted herein. Upon formation of Association, the Developer shall deliver all originals held by them then, to the Association.

**8.3.** The Developer/Owners shall be entitled from time to time and at all times to produce, give copies and extracts of and from the said original documents of title before government and semi government bodies and authorities, municipal and land authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi-judicial forums, service providers, buyers/transferees of their respective areas in the New Building (s) and/or project and financial institutions providing finance to the Developer and buyers/transferees and other persons and authorities as may be required.

**8.4.** The Developer shall also be entitled to produce and/or deliver the original of all title deeds for the purpose of raising loans and/or finances for construction and development envisaged herein without affecting the Owner's Allocation as provided in Clause 19 hereinafter, only after sanction of the building plans from the Appropriate Authority.

  
Ranjana Suba  
Madhugra

Signature of the Owners

Golden Nirman Udyog Ltd  
  
Director

Signature of the Developer



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8.5. Upon completion of the Project and formation of the Association of Co-owners thereof, the original title deeds of the Subject Property shall be delivered to the Association against proper receipts and acknowledgments thereof.

**9. PLANNING:**

9.1. The planning and layout for the development of the Subject Property including, inter alia, on the following aspects, shall be done by the Developer:-

9.1.1. The planning of the new G+IV Storied Building and the additional floor area upon the ultimate roof and the size and height thereof and the design, concept and layout of the Building(s) and also of landscaping, plantation, natural or artificial water bodies (if any), walkways, driveways, etc., at the Subject Property;

9.1.2. The number and area of Units and other portions of the Subject Property and the nature of the constructions and developments at the Subject Property including any underground, ground level or above the ground developments and constructions;

9.1.3. The identification and demarcation of various portions of the Subject Property.

9.1.4. The Parties have mutually decided the scope of the Project, that is, the development of the Said Land by construction of the New G+IV storied Building(s)/Project thereon, and commercial exploitation of the said New Building(s) and/or the Project. The Developer shall at its sole discretion construct or cause to be constructed the New Building(s)/Project for residential use only.

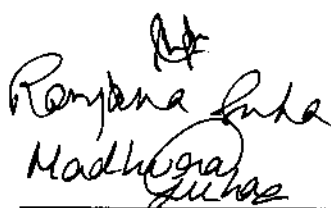
9.1.5. The Parties agree that the Developer shall be entitled to the full exploitation of the entire FAR including any additional FAR that may become available on the said property and/or FAR that may be sanctioned and permitted by the sanctioning Authorities for the said Property.

**10. SURVEY, MUTATION, SANCTION AND MODIFICATION OF BUILDING PLANS:**

10.1. **SURVEY AND SOIL TEST:** With effect from the date of execution hereof the Developer shall be entitled at its own costs to cause survey and soil testing work at the Subject Property and other preparatory works relating to the sanction of plans for the New Building.

**10.2. BUILDING PLANS PREPARATION & SANCTION:**

10.2.1. The Developer shall at its own cost and expenses cause to be prepared the proposed building plans and send a copy of the same to the Owners. The Developer may obtain one or more building plans in respect of the Subject Property as it may deem fit and proper and as the laws permit. In case there is any point of discussion on the proposed plans between the Owners and the Developer, the same shall be done in the presence of the Architect for the project whose decision shall be final and binding on the Owners and the Developer.

  
Romyana Laha  
Madhuga Laha

Signature of the Owners

Golden Nirman Udyog Ltd

  
Director

Signature of the Developer



*[Handwritten signature]*

9 JUL 2017

**10.2.2.** The Developer shall be entitled from time to time to cause modifications and alterations to the building plans in such manner and to such extent as the Developer may, deem fit and proper but with the consent of the Architects and with intimation to the Owners. All fees, costs, charges and expenses in respect of such modifications and alterations shall be borne and paid by the Developer. In case the Owners requires any modification in the Units comprised in the Owner's Allocation, the Owner shall inform thereabout to the Developer who shall make its best endeavor to obtain such modification if approved by the Architect. The cost of such modification shall be borne by the Owners and/or the Transferees of the concerned Owner's Allocation.

**10.3. SIGNATURE AND SUBMISSION:**

**10.3.1.** The Owners shall sign, execute, submit and deliver all applications, undertaking, declaration, affidavit, plans, letters and other documents and do all acts deeds and things as may be required by the Developer in connection with the obtaining of sanctions and approvals required to be obtained by the Developer for commencing or carrying out the developments and constructions at the Subject Property.

**11. CONSTRUCTION OF THE NEW MULTISTORIED BUILDING:**

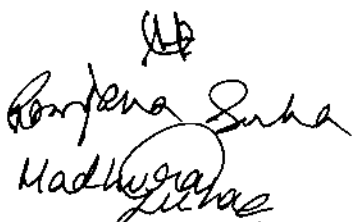
**11.1. DEMOLITION & SALVAGE:** Upon sanction of the Building Plans, the Developer shall at its own costs demolish the existing structure(s) and construction(s) at the said premises and all sale proceeds realized out of the debris shall belong to the Developer.

**11.2. CONSTRUCTION:** The Developer shall construct and build the New G + IV storied Building (s) along with such additional area if any and/or project at the Subject Property in accordance with the Building Plans and to do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules of the Appropriate Authority in force at the relevant time. The Owners or any other person authorized by the Owners shall be allowed uninterrupted and unhindered right to inspect the construction and development activity during the normal working hours.


**11.3.** With effect from the date of possession, the Developer shall also be free to set up site office. The Developer shall also be free to put up the hoardings/boards, bring out brochures and commence the preparatory works for marketing of the proposed Building(s) with effect from the date of submission of building plans for sanction.

**11.4.** The Developer shall be entitled to display its brand in the board/hoardings as also that of its group companies at the site of the Subject Property at any time with effect from the date of submission of Building Plans for sanction.

**11.5.** The name of the proposed new Building shall be such as be decided by the Developer in consultation with the Owners and none can change the same at any point in future.

  
Anjana Surha  
Madhura Surha

Signature of the Owners

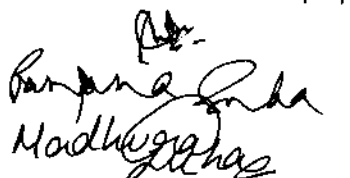
**Golden Nirmau Uavoc Ltd**  
  
Director


Signature of the Developer



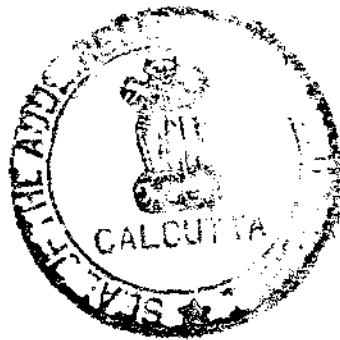
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10 JUL 2017

- 11.6. Commencement of construction:** The Developer shall commence the construction of the New G + IV storied Building within 2 (Two) months of (a) the sanction of the Building Plans, or (b) demolition of existing structures or (c) obtaining all statutory permission for commencing construction work, whichever is later.
- 11.7. SPECIFICATION AND QUALITY:** The Developer shall construct erect and complete the New Building (s) and/or project in a good and workman like manner with good quality of materials and shall construct and finish the same in accordance with the Specifications mentioned in the **THIRD SCHEDULE** hereto save as may be modified or altered by mutual consent or approval of the Architects with intimation to the Owners. The Developer may change the Specification in respect of the Units comprised in the Developer's Allocation as per the requirement of the Transferees, and for the Owner's Allocation as per the requirement of the transferees of their portion with the consent of the Owners in writing on payment to the Developer of extra costs, charges and expenses as charged by the Developer.
- 11.8. UTILITIES:** The Developer shall apply for and obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all Appropriate Authorities and service providers, at its own cost.
- 11.9. COMMON AREAS AND INSTALLATIONS:** The Developer shall erect and install the necessary Common Areas and Installations for passages, pathways and driveways for ingress and egress by users of the Subject Property as developed from time to time; electricity, drainage and sewerage and water connections with necessary constructions and equipment's therefor; lifts/staircases/elevators wherever applicable in the New Buildings; any other area, installation or facility that the Developer may provide at the Subject Property and to charge, demand, receive or realize any Extras or Deposits in connection with any Common Areas and Installations.
- 11.10. CLEARANCES :** The Developer at their own costs, shall be authorized and empowered in its own name and also in the name of the Owners, insofar as may be necessary, to apply for and obtain all permissions, approvals and clearances from any authority whether local, state or central for the construction of the new Building (s) and also to sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the appropriate authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the Subject Property or any portion thereof and/or for obtaining any utilities and permissions. However, the consent of the Owners shall be obtained in writing by the developer wherever necessary.
- 11.11. PROCUREMENT OF EQUIPMENTS & MATERIALS:** The Developer at their own costs shall be entitled to procure (either in its name or in the names of the Owners as may be deemed fit and proper by the Developer at its sole discretion and convenience) all building

  
Signature of the Owners

Golden Nirman Udyog Ltd  
  
Director

Signature of the Developer



ADDITIONAL *M* *1*  
OF ASSURANCE  
18 JUL 2017

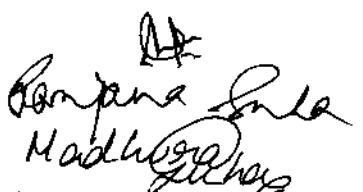



and construction materials, fittings, fixtures, common installations etc. (viz. steel, cement, sand, bricks, lift, water pump, sanitary fittings etc.), construction equipment's and/or any type of machinery required (viz. crusher, mixer, tools etc.) for construction of the New Building (s) and/or project and to return the same upon completion of the necessary works or if it is found to be defective or procured in excess.

**11.12. TEAM:** The Architects and the entire team of people required for execution of the New Building (s) and/or project shall be such person as may be selected and appointed by the Developer in its sole discretion. The Developer shall be entitled from time to time to appoint engineers, consultants, planners, advisors, designers, experts and other persons of its choice as may be necessary. The Developer shall also appoint engage and employ such contractors, sub-contractors, engineers, labourers, mistries, caretakers, guards and other staff and employees and at such remuneration and on such terms and conditions as be deemed necessary by the Developer and wherever required, to revoke such appointments from time to time or at any point of time. All persons employed by the Developer for the purpose of construction shall be the persons under appointment from the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc.

## **12. AUTHORITY IN GENERAL:**

- 12.1.** The Developer shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the New Building (s) and/or project and obtaining inputs, utilities and facilities therein.
- 12.2.** The Developer shall have all necessary authority to deal with the all the Appropriate Authorities and/or its officers and also all other State Executives Judicial or Quasi-Judicial, Municipal and other authorities and persons in all manner and for all purposes connected with the development of the New Building (s) and/or project or transfer of the Developer's Allocation or anyway connected therewith.
- 12.3.** To sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the Appropriate Authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the Subject Property or any portion thereof and/or for obtaining any utilities and permissions.
- 12.4.** To use its own name as the Developer in respect of the New Building (s) and/or project.
- 12.5.** To supervise the construction work in respect of the New Building (s) and/or project to be carried out in accordance with the Building Plans with all necessary additions or alterations and in accordance with all the applicable rules and regulations made by the Appropriate Authority in its own name.
- 12.6.** To represent the Owners before all Appropriate Authorities and Government and also all electricity, water, drainage, sewerage, technology driven and other service providers.

  
Signature of the Owners

Golden Nirman Udyog Ltd  
  
Director  
Signature of the Developer



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**12.7.** To pay various fees, costs and charges to concerned authorities as may be necessary for the purpose of carrying out the development work on the Subject Property 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 Owners or in the joint name, as may be required.

**13. COMPLIANCE OF LAWS:**

**13.1.** The Developer shall not violate any Municipal or other statutory rules and laws and always abide by and observe all the rules and procedures and practices usually followed in making construction of buildings. The Owners will not be responsible for any laches and/or lapses on the part of the Developer.

**14. TIME FOR CONSTRUCTION AND COSTS:**

**14.1. TIME FOR CONSTRUCTION:** Subject to the Owners not being in default in compliance of their obligations hereunder and subject to Force Majeure and subject to there being no Affecting Circumstances, the Developer shall construct the New Buildings within 30 (thirty) months with a grace period of 6 (six) months from the date of (a) the sanction of the Building Plans, or (b) demolition of existing structures or (c) obtaining all statutory permission for commencing construction work in terms hereof, whichever is later.

**14.2. COSTS AND EXPENSES:** Save as expressly stipulated elsewhere in this agreement, all costs and expenses from the date of handing over physical possession in terms hereof towards fees of the Architects and all fees costs and charges payable for sanction, modification, alteration and/or revision of building plans), all costs of construction and development of the Subject Property in terms hereof shall be borne and paid by the Developer, including salary of security staff and all other taxes thereof.

**15. ADDITIONAL AREAS:**

**15.1.** In case upon sanction of the Building Plans, any additional area is thereafter possible to be constructed in respect of the Subject Property comprising such number of Flats/Apartments and the parties decides to avail such possibility, the costs and expenses in respect of sanction and approvals for such additional area and for construction of such additional area shall be borne and paid by the Developer and the net sale profit from the sale proceeds shall be shared between the Owners and Developer in same 50:50 ratio.

**16. CO-OPERATION BY OWNER:**

**16.1.** The Owners shall fully cooperate with and assist the Developer—and shall sign execute register and deliver all papers, plans, affidavits, indemnities, undertakings, declarations, powers etc. as may be required.

**17. ALTERNATIVE ACCOMODATION**

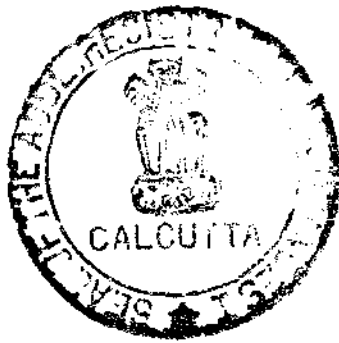
  
Ranjana Saha  
Madhugraha

Signature of the Owners

Golden Nirman Udyog Ltd

  
Director

Signature of the Developer



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**17.1.** For the actual period of Construction that from the date of delivery of possession of the subject property in favour of the Developer till handover of Owners allocation in their favour by the Developer the Developer will provide the owners alternative accommodation at the cost of the Developer.

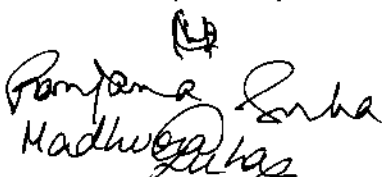
**18. INTEREST FREE NON-ADJUSTABLE ADVANCES, PAYMENT AND CORRESPONDING OBLIGATIONS:**

**18.1. 1<sup>st</sup> Lot Non-Adjustable Advances:** It is recorded that the Developer at or before execution of this presents have already paid to the Owners a sum of **Rs.50,00,000/- (Rupees Fifty lacs)** only as and by way of part Interest Free Non-adjustable advance (hereinafter referred to as "**the 1<sup>st</sup> Lot Advance Amount**") only at or before the execution hereof (the receipt whereof the Owners doth hereby as also by the Receipt and Memo hereunder written admit and acknowledge).

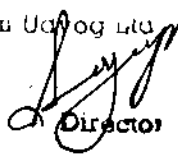
**18.2. 2<sup>nd</sup> Lot Non-Adjustable Advances :** Subject to there being no other delay or default in compliance of the obligations of the Owners hereunder and subject to there being no Affecting Circumstance, the Developer shall within 7 (seven) days from the date of sanction of building plan by KMC, pay to the Owners a further sum of **Rs. 80,00,000/- (Rupees Eighty Lacs only)** (hereinafter referred to as "**the 2<sup>nd</sup> Lot Advance Amount** ") as Interest Free Non-adjustable advance.

**18.3. 3<sup>rd</sup> Lot Non-Adjustable Advances :** The Developer shall pay to the Owners a further sum of **Rs. 1,00,00,000/-only (Rupees one crores) only** (hereinafter referred to as "**the 3<sup>rd</sup> Lot Advance Amount** ") as Interest Free non-adjustable advance on starting of actual construction work upon obtaining of peaceful vacant physical possession of the subject property from the owners.

**18.4.** The entire **Interest Free Non-Adjustable Advance** amount of **Rs.2,30,00,000/- (Rupees Two Crores Thirty Lacs) only** paid by the Developer to the owners are primarily nonadjustable and interest free but in any case the Owners fails and/or neglects to make out a marketable title to the Subject Property or any part thereof or fails and/or neglects to comply with any of its other obligations/compliances mentioned in this Agreement in the manner or within the period stipulated therefor or the Subject Property suffers from any defect or deficiency of Assured Attributes or there is or arises any Affecting Circumstances and the developer have to cancel/terminate the agreement for the reason attributable to the owners The non-adjustable advance and all other amounts on any account paid or incurred by the Developer on the Subject Property including on its planning or development or otherwise together with interest on each thereon calculated @12% (twelve percent) per annum accruing from the date of payment/incurrence by the Developer, shall immediately and in any event within 30 days of being demanded by the Developer, become refundable by the Owner to the Developer wholly.

  
Pankajendra Srinha  
Madhwaraj

Signature of the Owners

Golden Nirman Udyog Ltd  
  
Director

Signature of the Developer



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18 JUL 2017

**19. AREAS AND ALLOCATION OF THE OWNERS AND DEVELOPER AND IDENTIFICATION:**

**19.1. Division of New Building (s) and/or project:**

**19.1.1.** It is agreed by and between the Owners and the Developer hereto that in the New Building (s) and/or project, the Owners shall be entitled to and shall be allocated the Owner's Allocation and Developer shall be entitled to and shall be allocated the Developer's Allocation respectively as follows:

**19.1.2. Owner's Allocation:** The Entire First Floor and the Entire Second Floor being the identified portions of the New Building (s) and/or project allocated and allocable to the Owner which is 50% (fifty percent) of the total area of all the Units in the New Building (s) and/or project together with the proportionate undivided impartible share in the Common Areas and Installations and 50% undivided impartible share in the land shall belong exclusively and absolutely to the Owners.

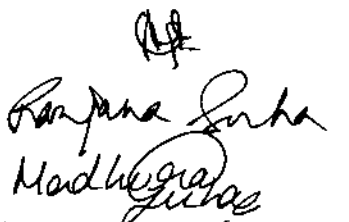
**19.1.3. Developer's Allocation:** The Entire Third Floor and the Entire Fourth Floor being the identified portions of the New Building (s) and/or project allocated and allocable to the Developer which is 50% (fifty percent) of the total area of all the Units in the New Building (s) and/or project together with the proportionate undivided impartible share in the Common Areas and Installations and 50% undivided impartible share in the land shall belong exclusively and absolutely to the Developer.

**19.1.4.** 50%(fifty percent) of the total number of Parking Spaces in the Ground Floor of New Building (s) and/or project shall belong to the Owners in the Internal Agreed Proportion and 50%(fifty percent) of the total number of Parking Spaces in the Ground Floor of New Building (s) and/or project shall belong to the Developer;


**19.1.5.** The ultimate roof of the G+IV storied Buildings shall belong to the Owners and the Developer in the Agreed Ratio and the parties shall be free to earmark their portion and deal with it separately after keeping provision of the Common Areas and Installations as the Developer, at its discretion, decide.

**19.1.6.** The Common Areas and Installations and all other Transferable Areas in the New Building (s) and/or project shall belong to the Owners and the Developer in the Agreed Ratio. The Developer shall be free to earmark the whole or any part of the ultimate roof of the Buildings as part of the Common Areas and Installations as the Developer, at its discretion, decide.

**19.1.7.** 50% (fifty percent) undivided share in the land shall form part of the Owner's Allocation belonging to the Owners in the Internal Agreed Proportion and for the remaining 50% (fifty percent) undivided share in the land belonging to the Developer, and the Developer shall be entitled thereto with right to nominate to its Transferees of the Units

  
Ranjana Surba  
Madhugra

Signature of the Owners

Golden Nirman Udyog Ltd  
  
Director

Signature of the Developer



ADDITIONAL REGISTRAR  
OF ASSURANCES, KOLKATA  
18 JUL 2017



forming part of the Developer's Allocation with the said proportionate share in the land attributable thereto at the time of execution of Deed of Conveyance.

**19.2. Identification of Allocations:**

**19.2.1.** As agreed between the Owners on the one hand and the Developer on the other hand that the Owners shall be entitled to the Entire First Floor and Entire Second Floor of the new G + IV storied building and the Developer shall be entitled to Entire Third Floor and Entire Fourth Floor of the said new G + IV storied building.

**19.2.2.** 50%(fifty percent) of the total number of Parking Spaces in the Ground Floor of the New Building (s) and/or project shall belong to the Owners and 50%(fifty percent) of the total number of Parking Spaces in the Ground Floor of the New Building (s) and/or project shall belong to the Developer;

**19.3.** The super built-up area in respect of all the Units in the New Building (s) and/or project (whether comprised in the Owner's Allocation or the Developer's Allocation) shall be calculated by the Developer on uniform basis.

**19.4.** The proportionate share in land and in the Common Areas and Installations attributable to any Unit shall be determined by taking the ratio in which the built-up area of such Unit bears to the total built-up area of all the Units for the time being to contain in the New Buildings.

**19.5. ADDITIONAL FLOOR AREA**

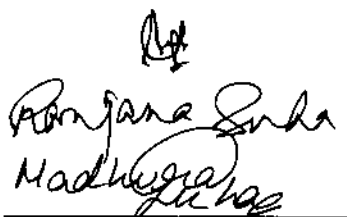
**19.5.1.** In case the parties agrees for construction of any additional floor area comprising such number of Flats/Apartments upon the ultimate roof, and such additional floor area is sanctioned by the Competent Authority, such additional construction shall be done by the Developer at its cost and the same shall be sold and the net profits shall be shared between the owners and Developer in the same 50 : 50 ratio.


**20. DELIVERY OF THE OWNER'S ALLOCATION:**

**20.1. Construction of Owner's Allocation:** The Owner's Allocation shall be constructed by the Developer on behalf of the Owners at the Developer's cost.

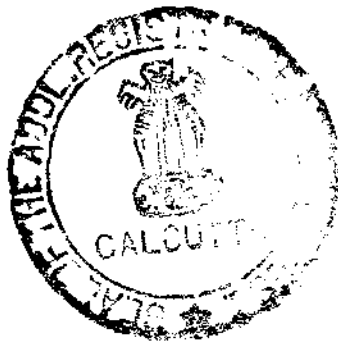
**20.2. Notice of Completion:** Subject to force majeure, the Developer shall upon causing to be constructed and completed the New Building (s) and/or project inform the Owners thereabout by a written notice (hereinafter referred to as "the **Notice of Completion**").

**20.2.1.** Before issuing Notice of Completion as above, the Developer shall construct and complete the New Building (s) and/or project and obtain **firstly a certificate from the Architect** appointed for the new Building (s) and/or project certifying that the New Building (s) and/or project or the concerned phase/part thereof has been constructed and completed in accordance with the Building Plan and in accordance with the Specifications agreed to in terms hereof.

  
Signature of the Owners

Golden Nirman Udyog Ltd  
  
Director

Signature of the Developer



*m*

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**20.2.2.** The Completion Certificate shall be obtained by the Developer within 60 days of completion of the New Building (s) and/or project or such additional time as may be required therefor.

**20.3. Possession of Owner's Allocation:** Within 30 days of the Owner receiving the Notice of Completion from the Developer in terms of **Clause 20.2** above, the Owners shall take possession of the Owner's Allocation. Upon receiving the Notice of Completion as aforesaid, it shall be deemed to owners have taken possession of such Owner's Allocation on expiry of such notice period of 30 days.

## **21. TRANSFER OF RESPECTIVE ALLOCATIONS:**

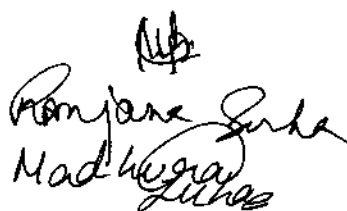
### **21.1. Transferability of the Owner's Allocation:**

**21.1.1.** Subject to the provisions contained in this agreement the Owners shall be absolutely and exclusively entitled to the Owner's Allocation allotted to them with exclusive right to Transfer the same in any manner whatsoever and receive all Realizations without any right, claim or interest therein whatsoever of the Developer. For the aforesaid purposes, after the sanction of the Building Plan and identification of the respective allocations, the Owners shall be entitled to execute Agreements for Sale, Deeds of Conveyances and other deeds and documents in favour of the Transferees of the Owner's Allocation and if necessary, register the same. The Developer shall be a necessary party to any such agreements, deeds or documents in respect of the Owner's Allocation.

**21.1.2.** The rates at which the owners shall carry out the Transfers of the Transferable Areas in the Owner's Allocation shall not be less than the rates at which the Developer would be transferring the Developer's Allocation at the material time and such rates shall be as per the sole decision of the Developer and the Owners shall have no say in this regard. In case the Owners desires to sell at rates less than the rate of the Developer the Owners shall give the first option to buy to the Developer at such rate and if the Developer refuses then can sell to outsider at the same rate.

**21.1.3.** The payment of consideration in respect of the Owner's Allocation shall be taken directly in the name of the Owners and the Owners shall be liable for Service Tax and TDS related compliance in its own name. The Extras and Deposits in respect of any Transferable Areas agreed to be transferred shall be taken by the Developer directly in its own favour.

**21.1.4.** The Developer or its authorized representative for the Developer's Allocation shall be entitled to sign the agreements and deeds and all other documents of transfer in favour of the Transferees and the Owners shall grant all necessary power of attorney in respect thereof and the subsistence of such power of attorney shall be commensurate with this agreement.

  
Ranjana Gurha  
Madhugra Gurha

Signature of the Owners

Golden Nirmaan (Pvt.) Ltd.

  
Director

Signature of the Developer



*[Handwritten signature]*

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**21.1.5.** The delivery of possession of the areas agreed to be Transferred to any Transferee from the owner's allocation shall be delivered to such Transferee by the Developer directly under intimation to the owners and its consent in writing and such delivery shall be deemed to be delivery of possession of the concerned Transferable Area by the Developer to the Owners in full discharge of the obligation of the Developer.

**21.1.6.** Such transfers shall be at the risk of the Owners and any refunds or payments to any Transferee owing to any cancellation or dispute with any Transferee shall be for and to the account of the Owners, except the dispute, if any, with regard to the quality of construction to the extent the Developer is liable hereunder.

**21.2. Transferability of the Developer's Allocation:**

**21.2.1.** Subject to the provisions contained in this agreement, The Developer shall be absolutely and exclusively entitled to the Developer's Allocation with exclusive right to Transfer the same in any manner whatsoever and receive and appropriate all Realizations without any right, claim or interest therein whatsoever of the Owners. For the aforesaid purposes, after the sanction of the Building Plan and identification of the respective allocations, the Developer shall be entitled to execute Agreements for Sale, Deeds of Conveyances and other deeds and documents in favour of the Transferees of the Developer's Allocation and if necessary, register the same. The Owners shall join as a party in such agreements and documents to with the intending transferees of the Developer's Allocations and shall for such purpose also grant a Power of Attorney in favour of the Developer to execute and register the same in the name of and on behalf of the Owners.

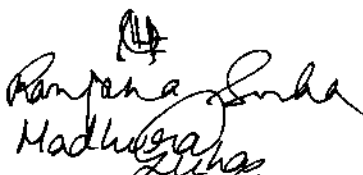
**21.3. It is further agreed between the Owners and the Developer in this regard as follows:**


**21.3.1.** Neither party shall make any commitment or enter upon any term which is or may be repugnant to or contrary to those contained herein or otherwise affects or prejudices the scope of the respective rights and obligations of the Owners and the Developer hereto.

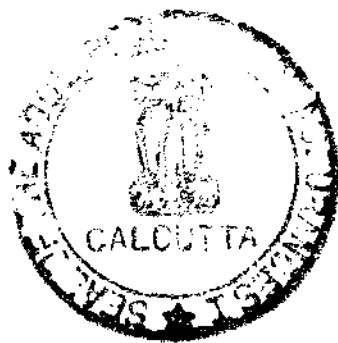
**21.3.2.** Any transfer by any party shall be at its own respective risks and consequences.

**21.3.3.** The Owners shall under no circumstances be entitled to sell and transfer the Owner's Allocation at prices less than those offered by the Developer in respect of the Developer's Allocation at the material time.

**21.3.4.** All Realizations receivable by the Developer under agreements and contracts in respect of the Developer's Allocation shall be to the account of and shall be received realized and appropriated by the Developer exclusively and the Owner shall have no concern therewith and similarly all Realizations receivable by the Owners under agreements and contracts in respect of the Owner's Allocation shall be to the account of and shall be received realized and appropriated by the Owners exclusively subject to any obligation to refund and/or pay

  
Signature of the Owners

Somen Nirman Udyog Ltd.  
  
Director  
Signature of the Developer

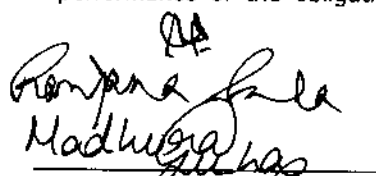


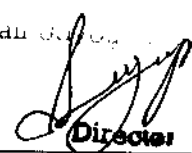
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1st JUL 2017

any amount to the Developer on any account hereunder; and the Developer shall have no concern therewith. The Owners shall collect from the intending Transferees of the Owner's Allocation the Extras and Deposits directly in favour of the Developer or the Developer may directly collect from the Transferees the same.

- 22. OWNER'S OBLIGATION TO CONVEY SHARE IN LAND:** The Owners agree to sell and transfer their undivided shares in the land and all its right, title and interest in the Developer's Allocation to the Transferees thereof in such parts or shares as the Developer may nominate or require. However, the stamp duty and registration fee on the documents of transfers shall be borne by the Transferees of the Developer's Allocation.
- 23. PUBLICITY:** The Developer shall be entitled to advertise for Transfer of the Units, Parking Spaces and other saleable spaces/constructed areas in the New Building (s) and/or project in all media, after the sanction of building plans for sanction.
- 24. ADVOCATES:** All documents of Transfer or otherwise in respect of the allocations of both the Owners and the Developer shall be such as be drafted by concerned Advocate's appointed by the Developer.
- 25. MARKETING & PUBLICITY COSTS:** All costs and expenses of marketing and publicity, brokerage, commission and like other amounts relating to Transfer relating to the New Building (s) and/or project shall be borne by the Owners and the Developer in the Agreed Ratio Provided That in case of separate transfers of the respective allocation, the same shall be paid by the Owners for the Owner's Allocation and the Developer for the Developer's Allocation.
- 26. EXTRAS AND DEPOSITS:** All Extras and Deposits that may be agreed to be charged by the Developer directly from any Transferee shall be paid to the Developer directly by the Transferees of the Owner's Allocation and the Developer's Allocation. Any Extras and Deposits including those mentioned in the **FOURTH SCHEDULE** hereunder written that may be taken by the Developer from the Transferees (including the Transferees of the Owner's Allocation) shall be taken and utilized exclusively by the Developer for the purpose it is so taken. The Developer shall be free to add or alter the particulars of Extras and Deposits as mentioned in the **FOURTH SCHEDULE** hereunder written with prior consent from the Owners. The Owners shall be liable to pay the Extras and Deposits in respect of any areas not Transferred out of the Owner's Allocation at the time of taking possession thereof.
- 27. SERVICE TAX AND TDS ETC.:** The Owners and the Developer shall respectively discharge statutory compliances in respect of TDS or Income Tax related compliances as well as Service Tax collections or payments and any other statutory compliance in respect of their allocation under the Development Agreement and upon Transfer of their respective allocations.
- 28. FORCE MAJEURE:** Notwithstanding anything elsewhere to the contrary contained in this Agreement, the Owners or the Developer hereto shall not be considered to be in default in performance of the obligations or be liable for any obligation hereunder to the extent that the

  
Signature of the Owners

Golden Nirman  
  
Director  
Signature of the Developer



*M*  
ADDITIONAL REGISTRAR  
OF COMPANIES, KOLKATA  
18 JUL 2017



performance of the relative obligations are prevented by the existence of the force majeure and time for performance shall remain suspended during the duration of the force majeure.

**29. DEFAULTS:**

**29.1. DEFAULTS OF OWNERS:**

**29.1.1.** In case the Owners subject to force majeure fails and/or neglects to make out a marketable title to the Subject Property or any part thereof or fails and/or neglects to comply with any of its other obligations/compliances mentioned in this Agreement in the manner or within the period stipulated therefor or the Subject Property suffers from any defect or deficiency of Assured Attributes or there is or arises any Affecting Circumstances, the Developer shall give a notice, in writing, to the Owners giving time of 60 working days to remedy the default or breach and in case the Owners fails to remedy the same within such 60 working days, the Owners shall be liable to pay to the Developer month by month interest @12% (twelve percent) per annum on all amounts for the time being paid to the Owners or incurred by the Developer on the Project accruing from the period the amounts are paid or incurred by the Developer.

**29.1.2.** In addition thereto, the Developer shall, in the event of any inability or default of the Owners be entitled to take any one or more of the following recourses in any priority or order as the Developer shall deem fit and proper:-

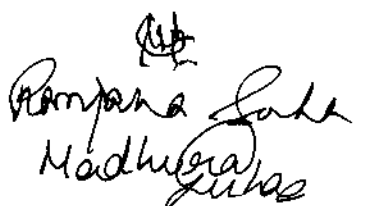
**29.1.2.1.** To sue the Owners for specific performance of the contract;

**29.1.2.2.** To itself try and attempt the compliance of the obligation under default, at the cost and expense of the Owners (wherever payable by the owners in terms thereof) and by paying such amounts and in such manner and on such terms and conditions as the Developer may deem fit and proper and without being liable to the Owners for the result of such attempt.

**29.1.2.3.** To exclude the portion or portions as may be the subject matter of such default from being part of the Subject Property and to continue the Project in the balance portion. In case of any such exclusion, the Subject Property shall be varied accordingly.

**29.1.2.4.** To cancel the contract envisaged herein in whole or in respect of the portion affected by such default and in such event the consequences of Cancellation as envisaged hereinafter shall be followed.

**29.1.3. EFFECTS OF DEVELOPER CARRYING OUT OBLIGATION OF OWNERS:** In case of the Developer attempting the compliance of the obligation of the Owners under default, the amounts, costs and expenses paid or incurred by the Developer together with interest @12% (twelve percent) per annum thereon shall be the liability of the Owners exclusively

  
Signature of the Owners

Golden Nirman Udyog Ltd

  
Director

Signature of the Developer



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and the Developer shall have a lien on the Owner's Allocation for such amount until adjustment.

**29.1.4. CONSEQUENCES OF CANCELLATION BY THE DEVELOPER:** In case the Developer cancels this Agreement owing to the owners failing and/or neglecting and/or being unable to perform its obligations, then notwithstanding anything elsewhere to the contrary contained in this Agreement the following consequences shall apply:

**29.1.4.1.** Any cancellation affecting part of the Subject Property shall not affect the continuance of this Agreement in respect of the remaining parts of the Subject Property as the case may be.

**29.1.4.2.** Any Realization received by either party from the Transferees and required to be refunded owing to cancellation, shall be refunded by the Owners and the Developer respectively and the Owners shall not be liable for any other claims of the Transferees as against the Developer.

**29.1.4.3.** The non-adjustable advance and all other amounts on any account paid or incurred by the Developer on the Subject Property including on its planning or development or otherwise together with interest on each thereon calculated @18% per annum accruing from the date of payment/incurrence by the Developer, shall immediately and in any event within 30 days of being demanded by the Developer, become refundable by the Owners to the Developer wholly.

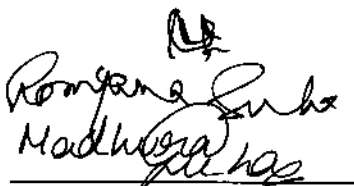
**29.1.4.4.** Nothing contained in the last preceding sub-Clauses shall affect the other rights and remedies of the Developer.

**29.2. DEFAULTS OF DEVELOPER:**

**29.2.1.** In case the Owners comply with and/or are ready and willing to carry out their obligations as stated herein and there is no Affecting Circumstances and the Developer without being prevented by any Force Majeure event fails and/or neglects:-

**29.2.1.1.** to pay the remaining Non-adjustable Advance in the manner and within the period stipulated herein, then the Owners shall have the right to cancel this agreement and refund the entire Non-adjustable advance until then paid by the Developer to the Owners without any interest within 30 days from sending the notice of intended cancellation to the Developer. Any such cancellation by the Owners shall be effective only upon refund of such Non-adjustable advance as aforesaid. ;

**29.2.1.2.** to submit for sanction or to commence the construction or to construct the New Building (s) and/or project within the respective time periods (including extended periods) mentioned in this Agreement then and in any of such events, the Developer shall be liable to pay the Owners for the period of delay a sum of Rs.10,000/- (Rupees Ten Thousand) only per month as compensation.

  
Romyang Subha  
Madhura

Signature of the Owners

Golden Nirman Udyog Ltd.

  
Director

Signature of the Developer



*[Handwritten signature]*

10/10/2022

**29.3.** If any accident occurs during the construction period causing any criminal and/or civil action/proceedings against the owners, the Owners shall not be liable for the same.

**30. LOSSES & DAMAGES:** If at any time hereafter it shall appear that any of the parties hereto has failed and/or neglected to carry out its obligations under this Agreement or to extend full cooperation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by them from the defaulting party without prejudice to its other rights hereunder.

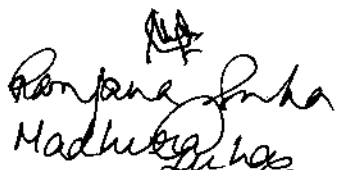
**31. REFERENCE OF DISPUTES:** Except as stipulated hereinabove, this Agreement and contract shall not be cancelled by either party and the parties will refer to any disputes or differences between them to the Arbitration as more fully provided hereinafter and accept and abide by the award made therein.


**32. SECURITY AND OPTION OF RECOVERY:** Despite any cancellation of this agreement under any specific terms and conditions mentioned herein, the Developer shall continue to hold and possess 50% of the Subject Property till such time as the Non Adjustable Advance and all other costs and expenses paid/incurred by the Developer in respect of the Project with applicable interest thereon are fully and finally paid and the Developer shall have a charge on 50% of the Subject Property in addition to and without prejudice to its other rights and remedies. In such event, the Developer shall also be entitled to sell 50% of the Subject Property in one or more plots to any person and to recover its dues and claims pro tanto.

**33. COMMON PURPOSES AND MAINTENANCE IN-CHARGE:**

**33.1. COMMON PURPOSES:** Each of the Owners and the Developer and all Transferees of their respective allocations 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 adopted for or relating to the Common Purposes in respect of each of the New Building (s) and/or project in consultation with the Owners. Furthermore, while dealing with and/or entering into any agreements and other documents of transfer of their respective allocations or any part thereof, the Owners and the Developer shall respectively necessarily incorporate all rules, regulations restrictions and conditions framed by the Developer in consultation with the Owners as aforesaid.

**33.2. MAINTENANCE IN-CHARGE:** The Developer shall upon construction of the New Building (s) and/or project or such part thereof as the Developer may deem fit and proper require the Transferees thereof to form Association (which may be a Society or Company or Association or Co-operative Society as may be deemed proper and expedient) for the Common Purposes and till such time as the Association is formed, the Developer or its nominee shall administer and be in charge for the Common Purposes. However the Developer shall not be bound to continue with such responsibility of administration of the Common Purposes in the New Building (s) and/or project beyond exploitation of developer's allocation.

  
Signature of the Owners

Golden Nirman Udyog Ltd  
  
Director  
Signature of the Developer



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13 JUL 2017

**33.2.1.** All charges of such agencies and organizations shall be part of the Common Expenses.

**33.2.2.** 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 privileges of the Owners or the Developer hereto.

**34. COVENANTS:**

**34.1.** The Owners doth hereby covenant with the Developer as follows:-

**34.1.1.** That each and every representation made by the Owners hereinabove are all true and correct and the Owners agree and covenant to perform each and every representation and covenant and the failure in such performance or detection of any representation as false (partially or wholly) or incorrect or misleading shall amount to breach and default of the terms and conditions of this Agreement by the Owners and all consequences in respect thereof shall be for and to the account of and borne and paid by the Owners:

**34.1.2.** That with effect from the date of execution hereof, the Owners shall neither deal with, transfer, let out or create any Encumbrance in respect of the Subject Property or any part thereof or any development to be made thereat nor hold any negotiation in respect thereof save only to the extent relating to the Owner's Allocation as permitted expressly hereunder.


**34.1.3.** The Owners shall not be entitled to assign this Agreement or any part thereof as from the date hereof.

**34.1.4.** That the Owners shall not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.


**34.1.5.** That the Owners shall not cause any interference or hindrance in the sanction/modification/alteration of Sanction Plans in terms hereof, construction and development at the Subject Property by the Developer and/or Transfer of the Transferable Areas as per the procedure laid down herein and not to do any act deed or thing whereby any right of the Developer hereunder may be affected.

**34.1.6.** For all or any of the purposes contained in this Agreement, the Owners shall render all assistance and co-operation to the Developer and sign execute and submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time.

**34.1.7.** The Owners shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement.

  
Ranjana Saha  
Madhura Saha

Signature of the Owners

Golden Nirman Udyog Ltd.  
  
Director

Signature of the Developer



*[Handwritten signature]*  
18 JUL 2017



34.1.8. The Owners will bear the Service Tax, or any other tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force on the Owner's Allocation.

**34.2. COVENANTS BY THE DEVELOPER:** The Developer do hereby covenant with the Owner as follows:-

34.2.1. That each and every representation made by the Developer hereinabove are all true and correct and the Developer agree and covenant to perform each and every representation and covenant and the failure in such performance or detection of any representation as false (partially or wholly) or incorrect or misleading shall amount to breach and default of the terms and conditions of this Agreement giving rights and remedies to the Owners as expressly specified herein this agreement.

34.2.2. The Developer shall be entitled to enter upon joint venture, collaboration, tie-up with any person and also to appoint sub-developer as the Developer may deem fit and proper. However the obligations of the Developer hereunder shall not be affected thereby.

34.2.3. The Developer will bear the Service Tax, or any other tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force on the Developer's Allocation.

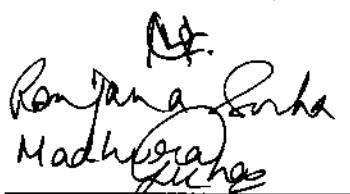
34.2.4. The Developer shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement.

**35. POWERS OF ATTORNEY AND OTHER POWERS:**


35.1. The Owners shall simultaneously with the execution of these presents execute and/or register one or more General Power or Powers of Attorney in favour of the Developer or its authorized representatives granting all necessary powers and authorities with regard to the purposes provided in this Agreement or arising here from. If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned above, the Owners shall grant the same to the Developer and/or its authorized representatives.

35.2. The Power or Powers of Attorney shall form a part of this Agreement and shall subsist during the subsistence of this Agreement.

35.3. It is understood that to facilitate the construction and Transfer of the New Building (s) and/or project, various acts deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners 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 Owners shall execute any such additional Power of Attorney and/or authorization as may be reasonably required by the Developer for the

  
Ranjana Gurha  
Madhura Gurha

Signature of the Owners

Golden Nirman Udyog Ltd  
  
Director

Signature of the Developer



*M*  
ADDITIONAL REGISTRAR  
OF ASSURANCE, KOLKATA  
18 JUL 2017

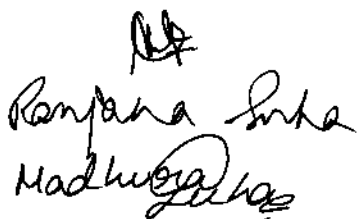
purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be on the request made by the Developer.

**36. PROPERTY TAXES AND OUTGOINGS:** Till the date of delivery of possession of the Subject Property to the Developer, all taxes and outgoings (including arrears) on account of municipal property tax or any other outgoings shall be borne and paid by the Owners and those arising for the period thereafter and until completion of construction and handing over of possession shall be borne and paid by Developer hereto—provided that upon construction of the New Building (s) and/or project, all taxes and outgoings in respect thereof shall be borne paid and discharged by the Transferees and for non alienated areas therein by the Owners and the Developer hereto in the Agreed Ratio and for the respective allocations by the respective allottee party.

**37. CALCULATION OF AREAS:** All calculations pertaining to super built-up area and other areas shall be done on uniform principles by the Developer in respect of the Units and other constructed areas of the New Building (s) and/or project. The Developer shall decide the exact nature of the Common Areas and Installations in the New Building (s) and/or project and shall be entitled to add or alter the same from time to time and to identify and transfer exclusive areas in the New Building (s) and/or project to the intending buyers and transferees thereof.

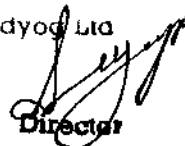
**38. MERGER/DEMERGER:** It is further expressly clarified that notwithstanding any conversion, amalgamation, etc., of the Developer, this Agreement as well as the Power/s of Attorney to be executed by the Owners in pursuance hereof, shall remain valid and effective and automatically bind all the successors or successors-in-office of the Owners.

**39. LOANS & FINANCES:** The Owners do hereby also agree and permit the Developer to obtain loans or finances in respect of construction of the New Building (s) and/or project from Life Insurance Corporation of India, Housing Development Finance Corporation Limited, SBI Home Finance Limited, National Housing Bank, Recognized Foreign Direct Investment, Real Estate Funds and Trusts, Government Schemes present and future provided the loan(s) so taken shall be exclusively used for the construction work of this project. The loans and advances taken by the Developer shall be without however creating any financial obligation upon the Owners and without creating any charge or lien on the Owner's Allocation. The Owners agree from time to time to provide consents, confirmations and no objections and also agree to sign necessary loan and other agreements and power of attorney with the bankers or financiers in connection with the above Provided That the Owners shall not be liable in any manner for repayment thereof or any consequence of default in such repayment. In case owing to any loans or finances obtained by the Developer, the Owners suffer any losses or damages due to any non-repayment, delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of its obligations in respect of any such loan or liability whatsoever, the Developer shall indemnify and keep the Owners saved harmless and indemnified in respect thereof.

  
Ranjana Inka  
Madhura Inka

Signature of the Owners

Golden Nirman Udyog Ltd

  
Director

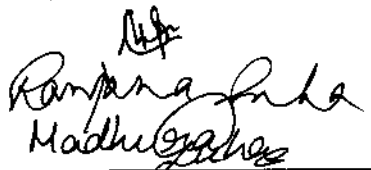
Signature of the Developer

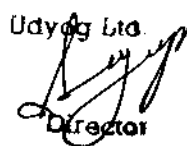


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8 JUL 2017

- 40. LOANS BY TRANSFEREES:** The Transferees of the Developer's Allocation shall be entitled to take housing loans for the purpose of acquiring specific Units and Transferable Areas launched from banks, institutions and entities granting such loans. The Owners 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.
- 41. INDEMNITY BY OWNERS:** At all times hereafter the Owners hereto shall indemnify and agree to keep the Developer, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising due to any representation of the Owners being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Owners.
- 42. INDEMNITY BY DEVELOPER:** At all times hereafter the Developer hereto shall indemnify and agree to keep the Owners, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Owners and arising due to any representation of the Developer being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Developer.
- 43. NO PARTNERSHIP OR AOP:** The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 44. 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 occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.
- 45. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written, oral or implied.
- 46. PART UNENFORCEABILITY:** If any provision of this Agreement at 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

  
Rampana Jaha  
Madhugraha  
Signature of the Owners

Golden Nirman Udyog Ltd.  
  
Director  
Signature of the Developer



*m*  
18 JUL 1917

endeavors to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.

**47. 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 Owners and the Developer.

**48. EXECUTION/REGISTRATION AND CUSTODY:** The cost of execution and registration of this agreement shall be borne and paid by the Developer. The Original Development Agreement shall be kept in custody of the Developer and the Owners shall keep a certified copy thereof.

**49. NOTICES:** Except as otherwise specifically mentioned herein, 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 post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing.

**50. ARBITRATION:** In case there arises any dispute or difference between the parties, the same shall at first be attempted to be reconciled through the process of mediation and each party shall provide its best efforts in such reconciliation. In case of failure of mediations 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 or determination of any liability shall be referred to binding arbitration conducted by a sole arbitrator to be appointed by the Developer and governed by the Indian Arbitration and Conciliation Act, 1996 and any amendment thereto. The venue of arbitration shall be Kolkata. The language of the arbitration proceedings shall be English. Each Party will promptly pay and share equally all arbitration fees and costs and shall be responsible for its respective attorneys' fees.

The Owners or the Developer shall not commence legal proceedings or to have any Receiver appointed in the said premises or the said building unless the same is first referred to arbitration and the Arbitrator has given his award.

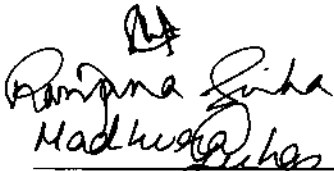
**51. JURISDICTION:** Only the Courts within the Ordinary Original Civil Jurisdiction of the Calcutta High Court and those having territorial jurisdiction over the Subject Property shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this Agreement or connected therewith including the arbitration as provided hereinabove.

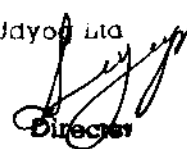
**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**Subject Property**

**ALL THAT THE** piece and parcel of bastu land admeasuring **10 (Ten) Katha 24 (Twenty Four) Sq. Ft.** be the same a little more or less along with 50 years old two storied residential cemented flooring building or structure comprising more or less **3714 Sq. Ft.** built up area together with one servant quarter admeasuring **100 Sq. Ft** lying and situated at **Municipal Premises No. 529, Hemanta**

**Golden Nirman Udyog Ltd**

  
Signature of the Owners

  
Signature of the Developer



*M*  
ADDITIONAL REGISTRAR  
OF ASSurances, CALCUTTA  
18 JUL 2017



**Mukhopadhyay Sarani (arising out of amalgamation of respective Premises No. 528 and 529 Hemanta Mukhopadhyay Sarani Previously P-528 and P-529 Raja Basanta Roy Road) Kolkata – 700029, Police Station Lake, Post Office – Sarat Bose Road, being respective Plot No. 528 of the surplus land in Calcutta Improvement Scheme No. XLVII, formed out of old premises Nos. 32/A, 32/G (South Portion), 32/B (South East Portion), 32/A (North Portion), 32/B (North East Portion and 32 G, North Portion), Lake Road and a common passage and comprised in Holdings No. 260 as per LAC's Award but 264 as per revenue map in Sub-division Q, Division VI, Dihi Panchannagram, within the then Thana Tollygunge Additional Sub-Registration Office – Alipore in the District of 24 Parganas and Plot No. 529 of the surplus land in Calcutta Improvement Scheme No. XLVII, formed out of old premises Nos. 32/C, 32/A (North Portion), 32/B (North East Portion), 32/B (South-East Portion), 32/A, Lake Road and 32/C (North Portion) Lake Road and a common passage and comprised in Holdings No. 260 as per LAC's Award but 264 as per revenue map in Sub-division Q, Division VI, Dihi Panchannagram, within the then Thana Tollygunge Additional Sub-Registration Office – Alipore in the District of 24 Parganas South presently under the Municipal Jurisdiction of **Kolkata Municipal Corporation within KMC ward No.90**, and the said premises is butted and bounded in the following manner: -**

- On the North : By 40 Ft wide KMC Road Hemanta Mukhapadhyay Sarani (previously Raja Basanta Roy Road)
- On the South : Premises No.116 Meghnath Saha Sarani, Ananda Apartment
- On the East : By 20 Ft wide extension of KMC Road Hemanta Mukhapadhyay Sarani (previously Raja Basanta Roy Road)
- On the West : By Premises No.115 Southern Avenue Kolkata 700029


**OR HOWSOEVER OTHERWISE** the same may be butted and bounded known, numbered called described and/or distinguished.

**THE SECOND SCHEDULE ABOVE REFERRED TO**


**Common Areas and Installations**

**Common Areas & Installations at the New Building (s) and/or project:**

- I.** The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
- II.** Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
- III.** Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
- IV.** The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
- V.** Water pump and motor with installation (if any separately provided for any Building).

  
 Ranjana Sarba  
 Madhura Sarba  
 \_\_\_\_\_  
 Signature of the Owners

Golden Nirman Udyog Ltd

  
 Director  
 \_\_\_\_\_  
 Signature of the Developer



*m*

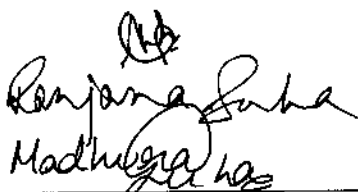
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- VI. Overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
- VII. Windows/doors/grills and other fittings of the common area of the premises.
- VIII. Lifts and their accessories installations and spaces required therefore.
- IX. electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Unit) and spaces required therefor
- X. Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said Premises and/or the building as are necessary for passage to or use and occupancy of the Flats as are necessary.
- XI. Electrical installations and the accessories and wirings in respect of the New Building (s) and/or project and the space required therefore, if installed.
- XII. Tube Well, Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Buildings.
- XIII. Water waste and sewerage evacuation pipes and drains from the buildings/Subject Property to the municipal duct/drains..
- XIV. Boundary walls of the Subject Property and main gates.
- XV. Transformer if applicable.
- XVI. Generator its installations and its allied accessories.
- XVII. Lifts and their accessories and spaces required therefor.

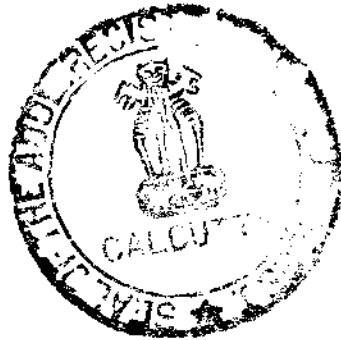
**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**Specifications**

- A. **STRUCTURE:** The building shall be constructed with RCC framed in accordance with the plan and drawing prepared by the Architects and sanctioned by the appropriate authority.
- B. **EXTERNAL FINISH:** Blending of water proof acrylic base paint and other decorative finish with cladding.
- C. **INTERIOR FINISH:** Smooth finish on walls with POP/Putty.
- D. **WALL:** Clay Brick / Concrete Block / AAC Block.
- E. **CORRIDOR / STAIRS:** Marble / Vitrified tile flooring.
- F. **LIFT LOBBY:** Flooring with Marble / Granite, Lift Facia with Granite Tiles.
- G. **UNIT FLOORING:** Vitrified tiles in living room, dining room, bedroom & balcony, anti-skid tiles in toilet and kitchen floors.
- H. **KITCHEN:** Counter with Granite slab and stainless steel sink; Ceramic tiles on wall 3 ft. above counter.
- I. **TOILETS:** Ceramic tiles upto door height, Sanitary Ware of reputed make viz. Hindware / Parryware.

  
 Ranjana Subha  
 Madhura Subha  
 \_\_\_\_\_  
 Signature of the Owners

Golden Nirman Udyog Ltd  
  
 Director  
 \_\_\_\_\_  
 Signature of the Developer




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1954

- J. STAIR / BALCONY RAIL:** MS railing with wooden handle.
- K. WINDOWS:** Powder coated / anodized aluminum / UPVC window with glazing.
- L. DOORS:**  
**Main Doors:** Decorative main door of reputed make with night latch and magic eye.  
**All internal doors:** Seasoned hard wood frames with flush core moulded shutters.
- M. CP FITTING:** Jaquar or Equivalent.
- N. Electrical:**
- i. Concealed copper wiring with semi modular switches.
  - ii. Provision for split A/C points in all bedrooms.
  - iii. Telephone point in living room.
  - iv. Cable TV point in living room and one bedroom.
  - v. Washing machine point.
  - vi. Geyser points in bathrooms
  - vii. Exhaust fan points in bathrooms & Kitchen.
  - viii. Wall-hung fan points in Master Toilet and Kitchen.
- O. DG Backup:** DG backup for lift & common service area; DG backup for bed rooms & living room at extra cost.
- P. Elevators:** Automatic passenger elevator KONE or equivalent.
- Q. Security System:** CCTV installation, IP PBX video phones in each flat.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**COMMON EXPENSES**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the respective buildings of the New Building and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.

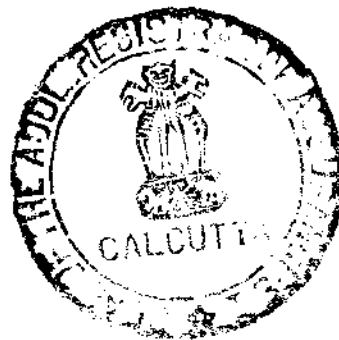
  
Ranjana Sube  
Madhura Sube

Signature of the Owners

Golden Nirman Udyog Ltd

  
Director

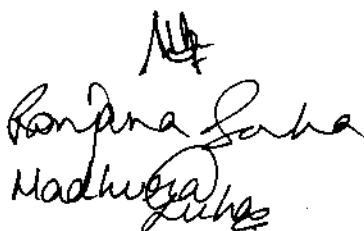
Signature of the Developer




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18 JUL 2017

5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the New Building.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the New Building.
9. Cleaning as necessary of the areas forming parts of the New Building.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the New Building.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the various buildings of the New Building or any part thereof.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual Owners of any Unit.
15. Generally managing and administering the development and protecting the amenities in the new building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the New Building excepting those which are the responsibility of the Owners /occupier of any Unit/Unit.
18. Insurance of firefighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as may from time to time be considered necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Association it is reasonable to provide.

  
 Ranjana Sarika  
 Madhura Sarika

Signature of the Owners

Golden Nirman Udyog Ltd  
  
 Director

Signature of the Developer



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18 JUL 2017



21. In such time to be fixed annually as shall be estimated by the Association (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Association for the Owners of the Units and shall only be applied in accordance with the decision of the Association.
23. The charges/fees of any professional Company/Agency appointed to carry out maintenance and supervision of the New Building.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**Extras & Deposits:**

**EXTRAS** shall include:

- A. Any type of taxes like service tax, VAT, tax, local taxes and any other statutory levy or tax etc., payable to any government authority or local body (without however affecting the provisions in respect thereof under the operative part of the agreement above).
- B. Any EDC/IDC charges payable to any government authority or any local body etc.
- C. all costs, charges and expenses on account of bringing electricity lines/connections, HT & LT power (including Sub-station, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts payable to the electricity service provider.
- D. all costs, charges and expenses on account of bringing water lines/connections and all the amounts payable to the provider thereof.
- E. Security or any other deposit (including minimum deposits or any deposit by any name called) and all amounts or increases thereof payable to the electricity service provider for electricity water and any other connection or service at the Complex.
- F. all costs, charges and expenses on account of one or more generators and like other power-backup equipment and all their accessories (including cables, panels and the like) for the Complex.
- G. Betterment fees, development charges, and other levies taxes duties and statutory liabilities that may be charged on the Subject Property or the buildings or the Units or on their transfer or construction partially or wholly, as the case may be.
- H. Cost of formation of Association/service maintenance company/society.
- I. Intercom, CCTV or any other chargeable facility as may be decided by the Developer.
- J. If it is decided by the Developer to furnish the Transferable Areas then the cost of such furnishing.


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

Deposit on account of maintenance charges, electricity, water, other facilities, common expenses, rates and taxes, sinking fund etc.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**Chain of Title:**

**Golden Nirmal Group Ltd**

  
 Ramjana Surba  
 Madhusudhan Surba

  
 Director

Signature of the Owners

Signature of the Developer



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1. 11. 11

The facts about the Owners deriving title to the said Property is as follows:-

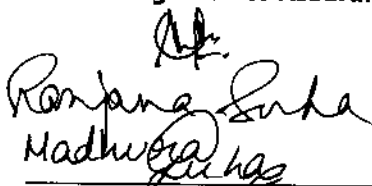
**Re. Municipal Premises No. 529 Hemanta Mukhopadhyaya Sarani**

**Whereas** by virtue of a **Registered Deed of Conveyance** dated **January 15, 1954**, registered in the Office of the Sub Registrar Alipore Sadar registered in **Book No. I, Volume No. 42, Pages From 230 to 232, Being No. 2515 for the year 1954**, the Trustees for the Improvement of Calcutta therein referred to as the Board/Vendor transferred / conveyed in favour of **Smt. Manjulika Guha**, since deceased, wife of Sachindra Nath Guha of 34/A, Dover Road in the suburbs of Kolkata therein referred to as the Purchaser, **ALL THAT** the piece and parcel of revenue free land containing an area of **4(Four) Katha 12 (Twelve) Chittaks 13(Thirteen) Sq. Ft.** be the same a little more or less situate and being **Plot No. 529** of the surplus land in Calcutta Improvement Scheme No. XLVII, formed out of old premises Nos. 32/C, 32/A (North Portion), 32/B (North East Portion), 32/B (South-East Portion), 32/A, Lake Road and 32/C (North Portion) Lake Road and a common passage and comprised in Holdings No. 260 as per LAC's Award but 264 as per revenue map in Sub-division Q, Division VI, Dihi Panchannagram, Thana Tollygunge Sub-Registration Office – Alipore in the District of 24 Parganas, more fully and particularly mentioned and described in the schedule of the aforesaid Deed and for the sake of brevity hereinafter referred to as the **"said Land"**.

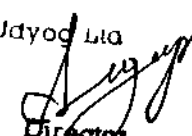
**AND WHEREAS** after purchasing of the said land as aforesaid a two storied dwelling house comprising **3714 Sq. Ft. total** area was constructed and erected upon the **said 4(Four) Katha 12 (Twelve) Chittaks 13(Thirteen) Sq. Ft. land** situated at **Plot No. 529 of the surplus land in Calcutta Improvement Scheme No. XLVII**, formed out of old premises Nos. 32/C, 32/A (North Portion), 32/B (North East Portion), 32/B (South-East Portion), 32/A, Lake Road and 32/C (North Portion) Lake Road and a common passage and comprised in Holdings No. 260 as per LAC's Award but 264 as per revenue map in Sub-division Q, Division VI, Dihi Panchannagram, Thana Tollygunge Sub-Registration Office – Alipore in the District of 24 Parganas which has been presently recognized and numbered as **Municipal Premises No. 529, Hemanta Mukhopadhyay Sarani (Previously P-529 Raja Basanta Roy Road) Kolkata – 700029** by the Kolkata Municipal Corporation morefully and particularly mentioned and described in the **First Schedule** hereunder written and for the sake of brevity the said land with structure hereinafter referred to as the **"said Premises"**.

**AND WHEREAS** while ceased and possessed of the said premises as aforesaid, **Smt. Manjulika Guha** died intestate on **11<sup>th</sup> June 1976** and her husband **Sachindra Nath Guha** died intestate on **14/02/1991**, leaving their three sons namely **Buddhadev Guha, Biswajit Guha** since deceased and **Indrajit Guha** and two married daughters namely **Mala Roy and Ila Ghosh** as her/his/their heir / heiress and successors and none other else and **each having inherited undivided 20% (Twenty Percent) share in the said premises** and thereby mutated and recorded their names in the Assessment Register of Kolkata Municipal Corporation under Assessee No. 110900701640.

**AND WHEREAS** by virtue of a registered **Deed of Partition** dated **23<sup>rd</sup> July 1980** registered in the office of Registrar of Assurances Calcutta, registered in **Book No. I, Volume No. 277, Pages**

  
Ranjana Guha  
Madhura Guha

Signature of the Owners

Golden Nirman Udyog Ltd  
  
Director

Signature of the Developer



*[Handwritten signature]*

10.11.1966

from 64 to 69, Being No. 4393 Year 1980 the said Buddhdev Guha transferred his entire share in the said premises in favour of Indrajit Guha and Biswajit Guha and release and relinquished all his right in the said property.

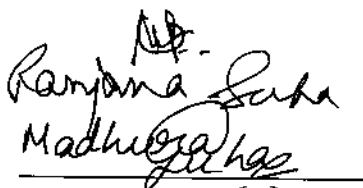
**AND WHEREAS** by virtue of such aforesaid partition deed Being No. 4393 of 1980 the said Biswajit Guha and Indrajit Guha respectively become entitled to undivided 30% share each in the said Municipal Premises No. 529, Raja Basanta Roy Road presently Hemanta Mukhopadhyay Sarani and the said Ila Ghosh and Mala Roy each having inherited undivided 20% share therein.

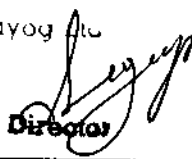
**AND WHEREAS** the said **Biswajit Guha** the younger brother of the Donor's died intestate on **30/06/2008**, leaving his wife **Smt. Ranjana Guha** and **only married daughter Smt. Madhura Guha** as his heirs and successors and no other else.

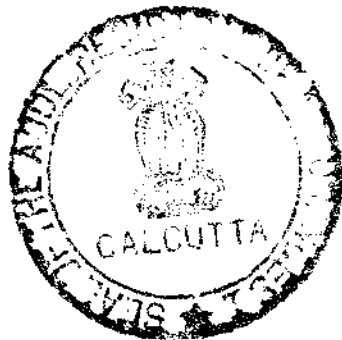
**AND WHEREAS** at the death of said Biswajit Guha as aforesaid Biswajit Guha's undivided 20% share in the said premises devolved upon his wife Ranjana Guha and daughter Madhura Guha equally and jointly they inherited undivided 20% share or interest in the said Premises.

**AND WHEREAS** at the death of the said **Manjulika Guha** and **Sachindra Nath Guha** the aforesaid **Mala Roy** and **Ila Ghosh** the Donor's herein jointly inherited undivided **40% (Forty percent)** shares or interest in **4 (Four) Katha 12 (Twelve) Chatak and 13 (Thirteen) Sq. Ft. land measuring undivided 1373.2 Sq. Ft. and/or 1(One) Katha 14 (Fourteen) Chatak 23.2 (Twenty Three point Two) Sq. Ft. land and undivided 40% (Forty Percent) share or interest in two storied total 3714 Sq. Ft. structure measuring undivided 1485.6 (One Thousand Four Hundred Eighty Five point Six) Sq. Ft. structure** situated at the **Municipal Premises No. 529 Hemanta Mukhopadhyay Sarani, Kolkata -700 029, previously known as P - 529, Raja Basanta Roy Road, Kolkata**, and mutated their name in the Assessment Register of Kolkata Municipal Corporation jointly with other Co-Owners under Assesse No. **110900701640**;

**AND WHEREAS** due to natural love and affection which the said Donor's **Ila Ghosh** and **Mala Roy** bears towards their brother **Indrajit Guha** the said Donor's jointly by virtue of a registered deed of gift dated 1<sup>st</sup> December 2016 registered in the office of Additional Registrar of Assurances I, Kolkata registered in Book No. I, Volume No. 1901-2016, Pages from 275404 to 275438, Being No. 190108442, For the Year 2016 gift of their **undivided 50% (Fifty percent) share or interest** out of their said undivided 40% shares or interest in the said total 4 (Four) Katha 12 (Twelve) Chatak 13 (Thirteen) Sq. Ft. land equivalent to more or less undivided **686.6 Sq. Ft. land in the said Premises** together with **undivided 50% (Fifty percent) share or interest** out of their said undivided 40% shares or interest in the said total 3714 Sq. Ft. structure equivalent to more or less undivided **742.8 (Seven Hundred Forty Two point Eight) Sq. Ft. structure** in the said two storied building situated and lying at **Municipal Premises No. 529 Hemanta Mukhopadhyay Sarani, Kolkata -700 029, previously known as P - 529, Raja Basanta Roy Road, Kolkata, Police Station Lake, Post Office – Sarat Bose Road** to their brother **Indrajit Guha** which is more fully and particularly mentioned and described in the **Second Schedule** thereunder written.

  
Signature of the Owners

Golden Nirman Udyog Ltd  
  
Director  
Signature of the Developer



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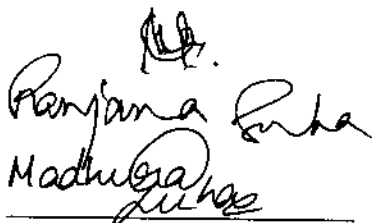
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**AND WHEREAS** due to natural love and affection which the said Donor's **Ila Ghosh and Mala Roy** bears towards their sister in law and neice Ranjana Guha and Madhura Guha the said Donor's jointly by virtue of a registered deed of gift dated 1<sup>st</sup> December 2016 registered in the office of Additional Registrar of Assurances I, Kolkata registered in Book No. I, Volume No. 1901-2016, Pages from 275439 to 275477, Being No. 190108443, For the Year 2016 gift of their **undivided 50% (Fifty percent) share or interest** out of their said undivided 40% shares or interest in the said total 4 (Four) Katha 12 (Twelve) Chatak 13 (Thirteen) Sq. Ft. land equivalent to more or less undivided **686.6 Sq. Ft. land in the said Premises** together with **undivided 50% (Fifty percent) share or interest** out of their said undivided 40% shares or interest in the said total 3714 Sq. Ft. structure equivalent to more or less undivided **742.8 (Seven Hundred Forty Two point Eight) Sq. Ft. structure** in the said two storied building situated and lying at **Municipal Premises No. 529 Hemanta Mukhopadhyay Sarani, Kolkata -700 029, previously known as P - 529, Raja Basanta Roy Road, Kolkata, Police Station Lake, Post Office – Sarat Bose Road** to their sister in law and neice Ranjana Guha and Madhura Guha which is more fully and particularly mentioned and described in the **Second Schedule** thereunder written.

**By virtue** of such aforesaid respective gift the said **Indrajit Guha** become the **undivided 50% owner** of Municipal Premises No. 529 Hemanta Mukhopadhyay Sarani, Kolkata -700 029, previously known as P - 529, Raja Basanta Roy Road, Kolkata, Police Station Lake, Post Office – Sarat Bose Road and **Ranjana Guha and Madhura Guha** jointly become the **undivided 50% owner** of Municipal Premises No. 529 Hemanta Mukhopadhyay Sarani, Kolkata -700 029, previously known as P - 529, Raja Basanta Roy Road, Kolkata, Police Station Lake, Post Office – Sarat Bose Road.

**Re. Municipal Premises No. 528 Hemanta Mukhoapdhya Sarani**

**Whereas** by virtue of a **Registered Deed of Conveyance** dated **January 15, 1954**, registered in the Office of the Sub Registrar Alipore Sadar registered in **Book No. I, Volume No. 42, Pages From 233 to 235, Being No. 2516 for the year 1954**, the Trustees for the Improvement of Calcutta therein referred to as the Board/Vendor transferred / conveyed in favour of **Sri Buddhadev Guha**, Son of Late Sachindra Nath Guha of 34/A, Dover Road in the suburbs of Kolkata therein referred to as the Purchaser, **ALL THAT** the piece and parcel of revenue free land containing an area of **5 (Five) Katha 4 (Four) Chatak 11 (Eleven) Sq. Ft.** be the same a little more or less situate and being **Plot No. 528** of the surplus land in Calcutta Improvement Scheme No. XLVII, formed out of old premises Nos. 32/A, 32/G (South Portion), 32/B (South East Potion), 32/A (North Portion), 32/B (North East Portion and 32 G, North Portion), Lake Road and a common passage and comprised in Holdings No. 260 as per LAC's Award but 264 as per revenue map in Sub-division Q, Division VI, Dihi Panchannagram, within the then Thana Tollygunge Additional Sub-Registration Office – Alipore in the District of 24 Parganas, more fully and particularly mentioned and described in the schedule of the aforesaid Deed and for the sake of brevity hereinafter referred to as the "**said Land**".

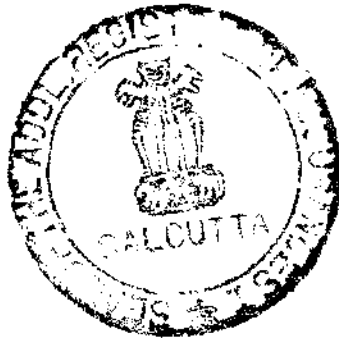
  
Ranjana Guha  
Madhura Guha

Signature of the Owners

Golden Nirman Udyog Ltd

  
Director

Signature of the Developer



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18 JUL 2017

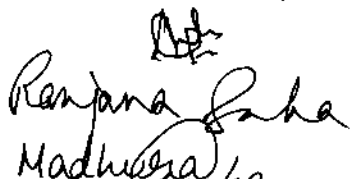



**AND WHEREAS** after purchasing of the said land as aforesaid a small structure comprising **100 Sq. Ft. total** area was constructed and erected upon the **said 5 (Five) Katha 4 (Four) Chatak 11 (Eleven) Sq. Ft. land** situated at **Plot No. 528 of the surplus land in Calcutta Improvement Scheme No. XLVII**, formed out of old premises Nos. 32/A, 32/G (South Portion), 32/B (South East Portion), 32/A (North Portion), 32/B (North East Portion and 32 G, North Portion), Lake Road and a common passage and comprised in Holdings No. 260 as per LAC's Award but 264 as per revenue map in Sub-division Q, Division VI, Dihi Panchannagram, within the then Thana Tollygunge Additional Sub-Registration Office – Alipore in the District of 24 Parganas, which has been presently recognized and numbered as **Municipal Premises No. 528, Hemanta Mukhopadhyay Sarani (Previously P-528 Raja Basanta Roy Road) Kolkata – 700029** by the Kolkata Municipal Corporation morefully and particularly mentioned and described in the **First Schedule** hereunder written and for the sake of brevity the said land with structure hereinafter referred to as the **"said Premises"**.

**AND WHEREAS** while ceased and possessed of the said premises as aforesaid, the said Buddhadev Guha entered into an Family Arrangement with his brothers Biswajit Guha and Indrajit Guha and father Sachindra Nath Guha wherein and whereby the said Buddhadev Guha Biswajit Guha and Indrajit Guha each become entitled to undivided 1/3<sup>rd</sup> owner of **said 5 (Five) Katha 4 (Four) Chatak 11 (Eleven) Sq. Ft. land** leaving the said Sachindra Nath Guha with no right title and interest in the said property situated at **Plot No. 528 of the surplus land in Calcutta Improvement Scheme No. XLVII**, formed out of old premises Nos. 32/A, 32/G (South Portion), 32/B (South East Portion), 32/A (North Portion), 32/B (North East Portion and 32 G, North Portion), Lake Road and a common passage and comprised in Holdings No. 260 as per LAC's Award but 264 as per revenue map in Sub-division Q, Division VI, Dihi Panchannagram, within the then Thana Tollygunge Additional Sub-Registration Office – Alipore in the District of 24 Parganas, which has been presently recognized and numbered as **Municipal Premises No. 528, Hemanta Mukhopadhyay Sarani (Previously P-528 Raja Basanta Roy Road) Kolkata – 700029**, morefully and particularly described in the schedule thereunder written which document was registered in the office of Sadar Registration Office Alipore registered in **Book No. I, Volume No. 46, Pages from 196 to 200, Being No. 1167 for the Year 1970**.

**AND WHEREAS** while seized and possessed of the said premises as aforesaid by virtue of a registered deed of Partition dated 23<sup>rd</sup> July 1980 registered in the office of Registrar of Assurances Calcutta, registered in Book No. I, Volume No. 277, Pages from 64 to 69, Being No. 4393 Year 1980 the said Indrajit Guha and Biswajit Guha jointly transferred their entire share in the said premises in favour of said Buddhdev Guha.

**AND WHEREAS** by virtue of such aforesaid partition deed Being No. 4393 of 1980 the said Buddhadev Guha become the sole and absolute owner of **said 5 (Five) Katha 4 (Four) Chatak 11 (Eleven) Sq. Ft. land with 100 Sq. Ft. structure** situated at **Plot No. 528 of the surplus land in Calcutta Improvement Scheme No. XLVII**, formed out of old premises Nos. 32/A, 32/G (South Portion), 32/B (South East Portion), 32/A (North Portion), 32/B (North East Portion and 32 G, North Portion), Lake Road

  
Ranjana Guha  
Madhura Guha  
Signature of the Owners

Golden Nirman Udyog Ltd.  
  
Director  
Signature of the Developer



*[Signature]*  
ADDITIONAL REGISTRAR  
OF ASSURANCE POLICIES  
18 JUL 2017

and a common passage and comprised in Holdings No. 260 as per LAC's Award but 264 as per revenue map in Sub-division Q, Division VI, Dihi Panchannagram, within the then Thana Tollygunge Additional Sub-Registration Office – Alipore in the District of 24 Parganas, which has been presently recognized and numbered as **Municipal Premises No. 528, Hemanta Mukhopadhyay Sarani (Previously P-528 Raja Basanta Roy Road) Kolkata – 700029** by the Kolkata Municipal Corporation morefully and particularly mentioned and described in the **First Schedule** hereunder written.

**AND WHEREAS** the said Buddhadev Guha while seized and possessed of the said premises as aforesaid by virtue of a General Power of Attorney dated 23<sup>rd</sup> March 1992 appointed Gopal Chandra Nandy as his lawful Constituted Attorney for absolute and transfer of the said premises in favour Indrajit Guha.

**AND WHEREAS** by virtue of a **Registered Deed of Conveyance** dated **27<sup>th</sup> March 1992**, registered in the Office of the Sub Registrar Alipore Sadar registered in **Book No. I, Volume No. 145, Pages From 483 to 496, Being No. 5967 for the year 1992**, made between Buddhadev Guha therein referred to as the Vendor and Indrajit Guha, therein referred to as the Purchaser and for the consideration mentioned therein the said Buddhadev Guha sold transferred and conveyed in favour of said Indrajit Guha **ALL THAT THE** piece and parcel of land admeasuring **said 5 (Five) Katha 4 (Four) Chatak 11 (Eleven) Sq. Ft. land with 100 Sq. Ft. structure** situated at **Plot No. 528 of the surplus land in Calcutta Improvement Scheme No. XLVII**, formed out of old premises Nos. 32/A, 32/G (South Portion), 32/B (South East Potion), 32/A (North Portion), 32/B (North East Portion and 32 G, North Portion), Lake Road and a common passage and comprised in Holdings No. 260 as per LAC's Award but 264 as per revenue map in Sub-division Q, Division VI, Dihi Panchannagram, within the then Thana Tollygunge Additional Sub-Registration Office – Alipore in the District of 24 Parganas, which has been presently recognized and numbered as **Municipal Premises No. 528, Hemanta Mukhopadhyay Sarani (Previously P-528 Raja Basanta Roy Road) Kolkata – 700029** by the Kolkata Municipal Corporation morefully and particularly mentioned and described in the in the schedule of the aforesaid Deed.

**AND WHEREAS** by virtue of such aforesaid purchase Deed the said **Indrajit Guha become the sole and absolute owner** of **ALL THAT THE** piece and parcel of bastu land admeasuring **5 (Five) Katha 4 (Four) Chittaks 11 (Eleven) Sq. Ft.** be the same a little more or less along with 50 years old 100 Sq. Ft. dilapidated tile shed residential cemented flooring structure lying and situated at **Municipal Premises No. 528, Hemanta Mukhopadhyay Sarani (Previously P-528 Raja Basanta Roy Road) Kolkata – 700029, Police Station Lake, Post Office – Sarat Bose Road, being Plot No. 528 of the surplus land in Calcutta Improvement Scheme No. XLVII**, formed out of old premises Nos. 32/A, 32/G (South Portion), 32/B (South East Potion), 32/A (North Portion), 32/B (North East Portion and 32 G, North Portion), Lake Road and a common passage and comprised in Holdings No. 260 as per LAC's Award but 264 as per revenue map in Sub-division Q, Division VI, Dihi Panchannagram, within the then Thana Tollygunge Additional Sub-Registration Office – Alipore in the District of 24 Parganas South presently under the Municipal Jurisdiction of **Kolkata Municipal Corporation within**

  
Ramjana Guha  
Madhusudhan Guha

Signature of the Owners

Golden Nirman Udyog Ltd.

  
Director

Signature of the Developer



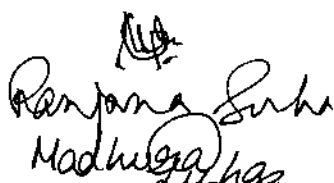
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**KMC ward No.90** and mutated and recorded his name in the Assessment Register of Kolkata Municipal Corporation under Assessee No. 110900701639.

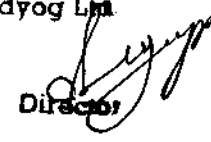
**AND WHEREAS** due to natural love and affection which the said Indrajit Guha bears towards his sister in law and neice Ranjana Guha and Madhura Guha the said Indrajit Guha by virtue of a registered deed of gift dated **1<sup>st</sup> day of December 2016** registered in the office of Additional Registrar of Assurances I, Kolkata registered in Book No. I, C.D. Volume No. 1901-2016, Pages from 275379 to 275403, Being No. 190108441, For the Year 2016 gifted undivided **1 Chatak and/or 45 Sq. Ft. land** out of total 5 (Five) Katha 4 (Four) Chatak and 11 (Eleven) Sq. Ft. land **together with undivided 45 (Forty-Five) Sq. Ft. structure** out of total 100 Sq. Ft. structure lying and situated at **Municipal Premises No. 528, Hemanta Mukhopadhyay Sarani (Previously P-528 Raja Basanta Roy Road) Kolkata – 700029, Police Station Lake, Post Office – Sarat Bose Road**, being **Plot No. 528 of the surplus land in Calcutta Improvement Scheme No. XLVII**, formed out of old premises Nos. 32/A, 32/G (South Portion), 32/B (South East Portion), 32/A (North Portion), 32/B (North East Portion and 32 G, North Portion), Lake Road and a common passage and comprised in Holdings No. 260 as per LAC's Award but 264 as per revenue map in Sub-division Q, Division VI, Dihi Panchannagram, within the then Thana Tollygunge presently under Additional Sub-Registration Office – Alipore in the District of 24 Parganas South within the Municipal Jurisdiction of **Kolkata Municipal Corporation within KMC ward No.90, to said** Ranjana Guha and Madhura Guha which is more fully and particularly mentioned and described in the **Schedule** thereunder written.

**AND WHEREAS** by virtue of such aforesaid gift the said **Indrajit Guha become the undivided 98.81% owner** of Municipal **Premises No. 528 Hemanta Mukhopadhyay Sarani, Kolkata -700 029**, previously known as P - 528, Raja Basanta Roy Road, Kolkata, Police Station Lake, Post Office – Sarat Bose Road and **Ranjana Guha and Madhura Guha jointly become the undivided 1.19 % owner** of Municipal Premises No. 528 Hemanta Mukhopadhyay Sarani, Kolkata -700 029, previously known as **P - 528, Raja Basanta Roy Road, Kolkata, Police Station Lake, Post Office – Sarat Bose Road**.

**AND WHEREAS** in order to promote development, the said two premises being Municipal Premises No. 529 Hemanta Mukhopadhyay Sarani, Kolkata -700 029, previously known as P - 529, Raja Basanta Roy Road, and Municipal Premises No. 528 Hemanta Mukhopadhyay Sarani, Kolkata -700 029, previously known as P - 528, Raja Basanta Roy Road was amalgamated into one single premises being **No. Municipal Premises No. 529 Hemanta Mukhopadhyay Sarani, Kolkata -700 029, comprising 10 (Ten) Katha 24 (Twenty Four) Sq. Ft. land together with one two storied 3714 Sq. Ft. structure/dwelling house and one 100 Sq. Ft. structure respectively and hereinafter referred to as the "subject property"**, wherein the said Indrajit Guha is the undivided owner of 75.62% share or interest in the subject property and Ranjana Guha and Madhura Guha jointly are the undivided owner of 24.38% share or interest in the subject property.

  
Ranjana Guha  
Madhura Guha  
Signature of the Owners

Golden Nirman Udyog Ltd.

  
Director  
Signature of the Developer



*[Handwritten mark]*

19 10 11

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

**SIGNED SEALED AND DELIVERED**

by the **OWNERS** at Kolkata in  
the presence of: -

Paoulomi Hazunder  
d/o Biplob Hazunder  
316, Satindra Pally,  
Garia, Kolkata - 700084.

Indijit Chakraborty  
Ranjana Saha  
Madhura Saha

**SIGNATURE OF THE OWNERS**

**SIGNED SEALED AND DELIVERED**

by the **DEVELOPER** at Kolkata in  
the presence of:

Anirban Sengupta  
c/o Lt. Amalendu Sengupta  
26/5, Broad Street,  
Kolkata - 700019.

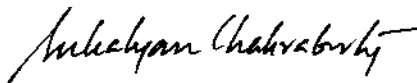
Golden Nirman Udyog Ltd.

  
Director

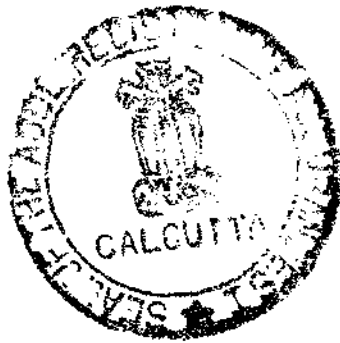
CASHIM SENGUPTA

**SIGNATURE OF THE DEVELOPER**

Drafted by :



**Sukalyan Chakraborty  
Advocate  
High Court Calcutta  
WB/1881/2002**



*M*

20 JUL 2017



**RECEIPT MEMO OF CONSIDERATION**

**Received** by the within named Owners from the within named Developer the within mentioned sum of **Rs.50,00,000.00 (Rupees Fifty Lakhs) only**, being the Non-Adjustable Advance amount payable under these presents as per the memo written herein below:

**MEMO OF CONSIDERATION**

Date	A/c. Payee Cheque No.	Bank/Branch	Amount	In the name of
28.06.2017	301228	Axis Bank Ltd. Dalhousie Branch	Rs.37,43,190/-	Indrajit Guha
Tax deducted at Source under section 194IA of Income Tax Act @ 1%			Rs.37,810/-	Indrajit Guha
28.06.2017	301227	Axis Bank Ltd. Dalhousie Branch	Rs.6,03,405/-	Ranjana Guha
Tax deducted at Source under section 194IA of Income Tax Act @ 1%			Rs.6,095/-	Ranjana Guha
28.06.2017	301226	Axis Bank Ltd. Dalhousie Branch	Rs.6,03,405/-	Madhura Guha
Tax deducted at Source under section 194IA of Income Tax Act @ 1%			Rs.6,095/-	Madhura Guha
<b>TOTAL</b>			<b>Rs.50,00,000/-</b>	

Received the aforesaid Rupees Fifty Lacs only through aforesaid A/c Payee Cheque in the manner aforesaid and acknowledge.

**WITNESSES:**

1. *A. K. Sen*

2. *Paasulomi Mozumder*

*Indrajit Guha.*

*Ranjana Guha*

*Madhura Guha*

\_\_\_\_\_  
Signature of the Owners

\_\_\_\_\_  
Signature of the Owners

\_\_\_\_\_  
Signature of the Developer



Handwritten signature

18 JUL 2017





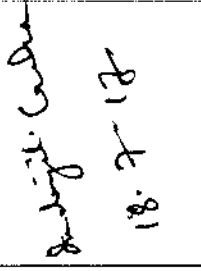

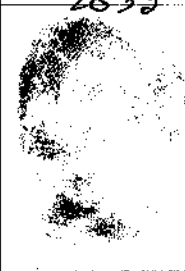
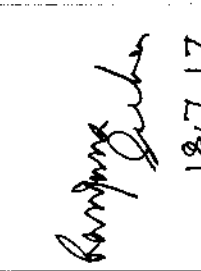

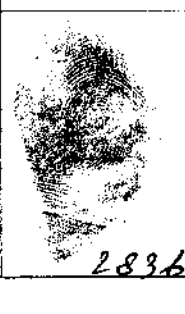
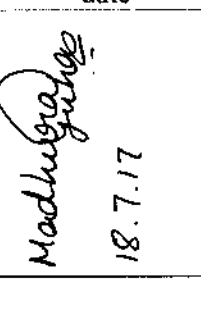
Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - I KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19010001023966/2017

I. Signature of the Person(s) admitting the Execution at Private Residence.




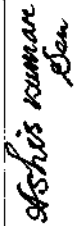
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr INDRAJIT GUHA P/ 529 Raja Basanta Roy Road, P.O:- Sarat Bose Road, P.S:- Lake, District:-South 24- Parganas, West Bengal, India, PIN - 700029	Land Lord		 2836	 18.7.17
2	Mrs RANJANA GUHA P/529 Raja Basanta Roy Road, P.O:- Sarat Bose Road, P.S:- Lake, District:-South 24- Parganas, West Bengal, India, PIN - 700029	Land Lord		 2835	 18.7.17
3	Mrs MADHURA GUHA P/529 Raja Basanta Roy Road, P.O:- Sarat Bose Road, P.S:- Lake, District:-South 24- Parganas, West Bengal, India, PIN - 700029	Land Lord		 2836	 18.7.17




*[Handwritten signature]*

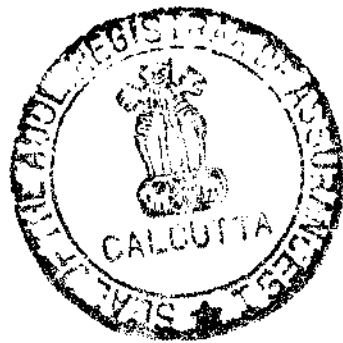
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I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Mr ASHIM SENGUPTA 41B, HARI PADA DUTTA LANE, P.O:- TOLLYGUNGE, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700033	Represent ative of Developer [GOLDEN NIRMAN UDYOG LIMITED]		2834 287 	 18/07/17
SI No.	Name and Address of identifier	Identifier of		Signature with date	
1	Mr Ashis Kumar Sen Son of Late Purna Chandra Sen 17 Mahendra Sarkar Street, P.O:- Sankaritola, P.S:- Muchipara, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001	Mr INDRAJIT GUHA, Mrs RANJANA GUHA, Mrs MADHURA GUHA, Mr ASHIM SENGUPTA		 18.07.2017	

  
(Malay Chakrabarty)

ADDITIONAL REGISTRAR  
OF ASSURANCE  
OFFICE OF THE A.R.A. - I  
KOLKATA  
Kolkata, West Bengal



10 JUL 2017

PERMANENT ACCOUNT NUMBER

AJEPS0854P



नाम / NAME

ASHIM SENGUPTA

पिता का नाम / FATHER'S NAME

NANI GOPAL SENGUPTA

जन्म तिथि / DATE OF BIRTH

30-10-1960

हस्ताक्षर / SIGNATURE

*Ashim Sen Gupta*

*[Signature]*

आयकर आयुक्त प.ब. 11

COMMISSIONER OF INCOME TAX, W.B. - 11

*[Handwritten Signature]*

इस कार्ड के खो / मिल जाने पर कृपया जारी करने वाले प्राधिकारी को सूचित / वापस कर दें।  
सहायक आयकर आयुक्त,  
पी.बी.  
चौरंगी स्क्वायर,  
कलकत्ता - 700 069.

In case this card is lost/found kindly inform/return to

the issuing authority :

Assistant Commissioner of Income Tax,

P.B.

Chowringhee Square,

Calcutta-700 069.

आयकर विभाग  
INCOME TAX DEPARTMENT  
INDRAJIT GUHA  
SACHINDRA NATH GUHA  
21/07/1947  
Permanent Account Number  
ADCG5885C  
Signature

भारत सरकार  
GOVT. OF INDIA



Handwritten signature

In case this card is lost / found, kindly inform / return to :  
Income Tax PAN Services Unit, UTTISL  
Plot No. 3, Sector 11, CBD Belapur,  
New Mumbai - 400 614.  
यदि कार्ड के खोने/पाने पर अवगत सूचित करें/सीटारें :  
आयकर पैन सेवा यूनिट, ए. टी. टी. एस. एल.  
प्लॉट नं. 3, सेक्टर 11, सी. बी. डी. बेलपुर,  
नवी मुंबई-400 614.



Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Challan

GRN: 19-201718-003456987-2      Payment Mode Counter Payment  
GRN Date: 14/07/2017 15:50:42      Bank : AXIS Bank  
BRN : 08414072017SST617798349      BRN Date: 14/07/2017 00:00:00

**DEPOSITOR'S DETAILS**

Id No. : 19010001023966/1/2017  
[Tender Number]

Name : GOLDEN NIRMAN UDYOG LIMITED  
Contact No. :      Mobile No. : +91 9830469404  
E-mail :  
Address : 16 R.N.Mukherjee Road  
Applicant Name : Mr Ashis Kumar Sen  
Office Name :  
Office Address :  
Status of Depositor : Others  
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

**PAYMENT DETAILS**

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	19010001023966/1/2017	Property Registration- Stamp duty	0030-02-103-003-02	74920
2	19010001023966/1/2017	Property Registration- Registration Fees	0030-03-104-001-16	101

In Words : Rupees Seventy Five Thousand Twenty One only      Total 75021





ভারতের নির্বাচন কমিশন  
পরিচয় পত্র  
ELECTION COMMISSION OF INDIA  
IDENTITY CARD

MFN1149368



নির্বাচকের নাম : ইন্দরজিৎ গুহা

Elector's Name : Indarjit Guha

পিতার নাম : সচিন্দ্রনাথ গুহা

Father's Name : Sachindranath Guha

লিঙ্গ / Sex : পুং / M

জন্ম তারিখ : 21/01/1947  
Date of Birth

MFN1149368

ঠিকানা:  
পি/529 রাজা বসন্ত রায় রোড লেক কলকাতা  
700029

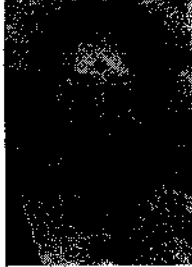
Address:  
P/529 RAJA BASANTA ROY ROAD,  
LAKE Kolkata 700029

Date: 07/06/2007  
152-বালীগঞ্জ নির্বাচন কেন্দ্রের নির্বাচক নিবন্ধন  
আধিকারিকের স্বাক্ষরের অনুলিপি  
Facsimile Signature of the Electoral  
Registration Officer for  
152-Ballygunge Constituency

ঠিকানা পরিবর্তন হলে নতুন ঠিকনায় ভোটার লিটে নাম  
ভেদনা ও একই বছরের নতুন সঠিক পরিচয়পত্র পাওয়ার  
জন্য নির্দিষ্ট করে এই পরিচয়পত্রের নম্বরটি উল্লেখ করুন।  
In case of change in address mention this Card No.  
in the relevant Form for including your name in the  
roll at the changed address and to obtain the card  
with same number.

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AEAPG7637P



नाम /NAME

RANJANA GUHA

पिता का नाम /FATHER'S NAME

SAILENDRA MAJUMDAR

जन्म तिथि /DATE OF BIRTH

11-10-1950

हस्ताक्षर /SIGNATURE

*Ranjana Guha*

*[Handwritten Signature]*

आयकर आयुक्त, प.ब.-III

COMMISSIONER OF INCOME TAX, W.B. - III

यस कार्ड को खो / गिरावले या नष्ट हुना जसो कसो चाले  
प्रतिकारी को बुझाए / बालस कर दे  
आगत विवरण (अर्थात)  
ए. आर. ए. सेन्टर, मुम्बई  
ई-२, इन्डिया टाउन, मुम्बई  
नई दिल्ली - ११००६५

In case this card is lost/found, kindly inform same to  
the issuing authority:

Joint Commissioner of Income tax (Systems & Technical),

Chowpatty Square,  
Calcutta- 700069.



ভারতের নির্বাচন কমিশন  
পরিচয় পত্র  
ELECTION COMMISSION OF INDIA  
IDENTITY CARD  
MFN1149350



নির্বাচকের নাম : রঞ্জনা গুহ

Elector's Name : Ranjana Guha

স্বামীর নাম : বিশ্বজীৎ গুহ

Husband's Name : Biswajit Guha

লিঙ্গ / Sex : স্ত্রী / F

জন্ম তারিখ  
Date of Birth : 11/10/1950

MFN1149350

ঠিকানা:  
পি:529 রাজা বসন্ত রায় রোড লেক কলকাতা  
700029

Address:  
P/529 RAJA BASANTA ROY ROAD,  
LAKE Kolkata 700029

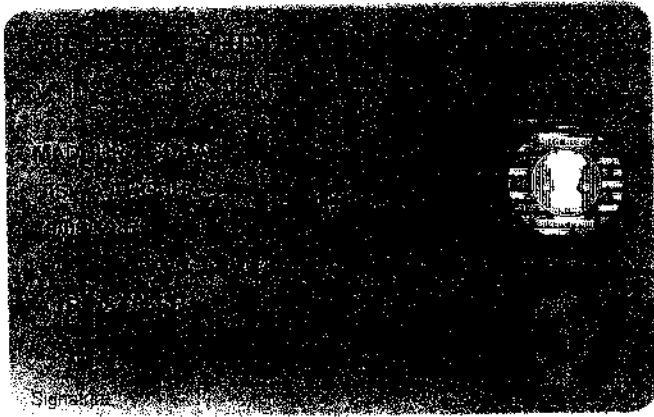
Date: 01/08/2007

152-বালিগঞ্জ নির্বাচন কেন্দ্রের নির্বাচক নিবন্ধন  
অধিকারিকের স্বাক্ষরের অনুকৃতি

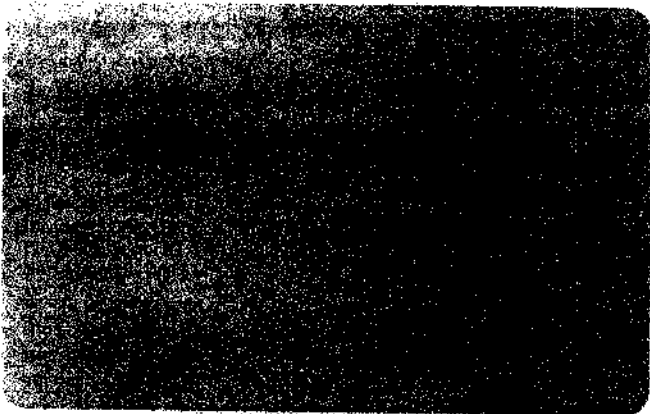
Facsimile Signature of the Electoral  
Registration Officer for  
152-Ballygunge Constituency

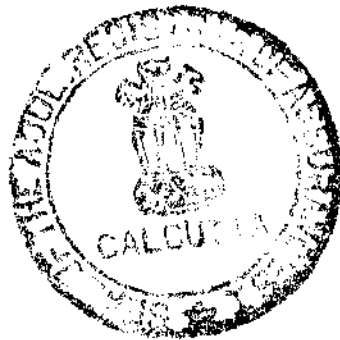
ঠিকানা পরিবর্তন হলে নতুন ঠিকানায় ভোটার লিষ্টে নাম  
তোলা ও একই নম্বরের নতুন সচিব পরিচয়পত্র পাওয়ার  
জন্য নিম্নে বর্ণিত এই পরিচয়পত্রের নম্বরটি উল্লেখ করুন।  
In case of change in address mention this Card No.  
in the relevant Form for including your name in the  
roll at the changed address and to obtain the card  
with same number.

174/0402

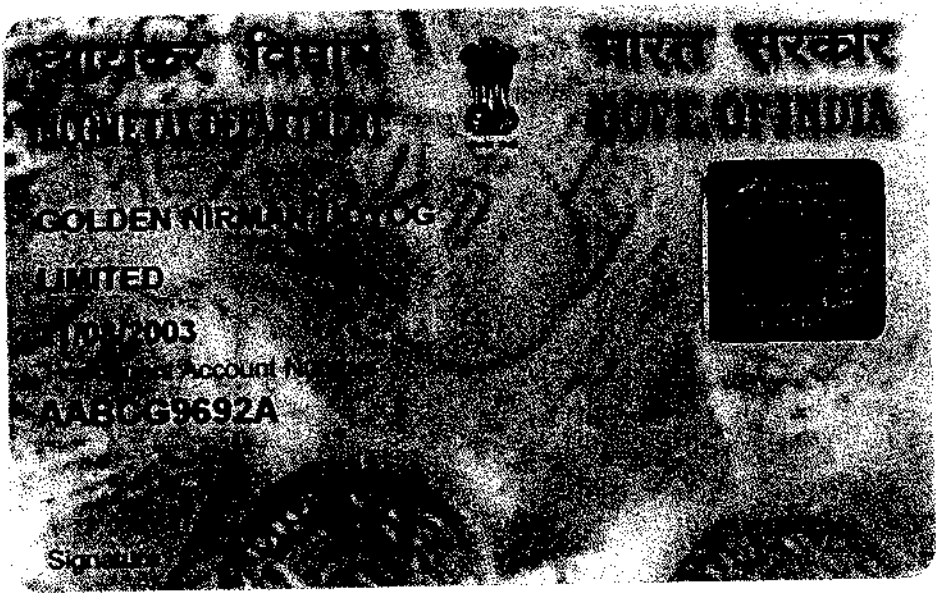


Madhura  
Joshi





17 JUL 1947



Golden Nirman Udyog Ltd

*[Handwritten Signature]*  
Director



*In case this card is lost / found, kindly inform / return to :*  
**Income Tax PAN Services Unit, UTIISL**  
**Plot No. 3, Sector 11, CBD Belapur,**  
**Navi Mumbai - 400 614.**

यह कार्ड खो जाने पर कृपया सूचित करें/ लौटाएं !!  
आयकर पैन सेवा यूनिट, UTIISL  
प्लॉट नं: ३, सेक्टर ११, सी.बी.डी. बेलपुर  
नवी मुंबई-४००६१४.



ভারতের নির্বাচন কমিশন  
পরিচয় পত্র

ELECTION COMMISSION OF INDIA  
IDENTITY CARD

UVL0465294



নির্বাচকের নাম : মধুরা গুহা

Elector's Name : Madiura Guha

মাতার নাম : রঞ্জন গুহা

Mother's Name : Ranjan Guha

লিঙ্গ / Sex : স্ত্রী / F

জন্ম তারিখ : 19/09/1987  
Date of Birth

*Madiura  
Guha*

UVL0465294

विक्रमा:

पिन-529 राजा बसन्त राय (बाउ) रोड नं-90 कलकता-700029

Address:

P/529 RAJA BASANTA ROY  
ROADWARD NO-90 KOLKATA 700029

Date: 04/02/2009

100 भाषाविहीन निर्देशन संकेत निर्देशन विभाग

व्यक्तिगत/सर्व सामान्य प्रयुक्ति

Facsimile Signature of the Electoral

Registration Officer for

169-Rashbehari Constituency

विक्रमा परिवर्तन करने में कृपया इस कार्ड नंबर का उल्लेख करें

एक नया कार्ड प्राप्त करने के लिए संबंधित अधिकारी को सूचित करें

जहां विशिष्ट कार्ड नंबर उल्लेख करने में मददगार होगा।

In case of change in address mention this Card No.

in the relevant Form for including your name in the

roll at the changed address and to obtain the card

with same number.

101-0310



ভারতের নির্বাচন কমিশন  
পরিচয় পত্র  
ELECTION COMMISSION OF INDIA  
IDENTITY CARD

ZZC2054302

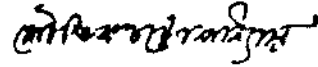


নির্বাচকের নাম : অশীম সেনগুপ্ত  
Elector's Name : Ashim Sengupta  
পিতার নাম : দানীপোপাল সেনগুপ্ত  
Father's Name : Nanigopal Sengupta  
লিঙ্গ/Sex : পু/ M  
জন্ম তারিখ  
Date of Birth : 30/10/1960

ZZC2054302

ঠিকানা:  
41B, হরিপদ দত্ত লেন, যাদবপুর, কোলকাতা- 700033

Address:  
41B, HARIPADA DUTTA LANE,  
JADAVPUR, KOLKATA- 700033



Date: 16/11/2013

152-টলিগঞ্জ বিধান সভার নির্বাচন নিবন্ধন  
আধিকারিকের স্বাক্ষরের অনুলিপি

Facsimile Signature of the Electoral  
Registration Officer for  
152-Tollyganj Constituency





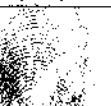













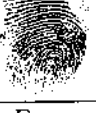

























১। ঠিকানা পরিবর্তন হলে নতুন ঠিকানায় যোগান দিতে সন জোখা ও এতে  
নথীভুক্ত নতুন ঠিকানা পরিবর্তন সন জোখা করে নির্বাচন কার্ড  
পরিবর্তনের ক্ষমতা উল্লেখ করুন।

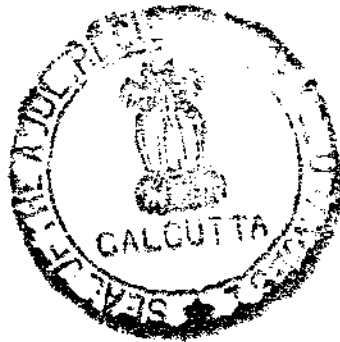
In case of change in address mention this Card No.  
in the relevant Form for including your name in the  
roll at the changed address and to obtain the card  
with same number.

0256400



**SPECIMEN FORM FOR TEN FINGERPRINTS**

 <i>Indy K. Guler</i>					
	(Left Hand)				
					
	(Right Hand)				
 <i>Ranjana Laha</i>					
	(Left Hand)				
					
	(Right Hand)				
 <i>Madhusree Jha</i>					
	(Left Hand)				
					
	(Right Hand)				
 Joydev Nirman Udyog Ltd. <i>Sujit</i> Director					
	(Left Hand)				
					
	(Right Hand)				



*[Signature]*  
ADDITIONAL REGISTRAR  
OF ASSURANCE, KOLKATA  
18 JUL 2017

## Major Information of the Deed

Deed No :	I-1901-04641/2017	Date of Registration	19/07/2017
Query No / Year	1901-0001023966/2017	Office where deed is registered	
Query Date	14/07/2017 3:37:04 PM	A.R.A. - I KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Ashis Kumar Sen 17 Mahendra Sarkar Street, Thana : Muchipara, District : Kolkata, WEST BENGAL, PIN - 700012, Mobile No. : 9830469404, 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. 5,00,000/-	Rs. 5,59,78,402/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,020/- (Article:48(g))	Rs. 101/- (Article:E, E, M(a), M(b), l)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: South 24-Parganas, P.S:- Lake, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Hemanta Mukherjee Sarani, , Premises No. 529, Ward No: 90, Holding No:700029

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		10 Katha 24 Sq Ft	5,00,000/-	5,40,47,565/-	Width of Approach Road: 40 Ft.,
<b>Grand Total :</b>					<b>16.555Dec</b>	<b>5,00,000 /-</b>	<b>540,47,565 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	3814 Sq Ft.	0/-	19,30,837/-	Structure Type: Structure

Gr. Floor, Area of floor : 2100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor : 1714 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete

<b>Total :</b>	<b>3814 sq ft</b>	<b>0 /-</b>	<b>19,30,837 /-</b>
----------------	-------------------	-------------	---------------------

### Land Lord Details :

Sl No	Name, Address, Photo, Finger print and Signature
1	<b>Mr INDRAJIT GUHA</b> Son of Late Sachindra Nath Guha P/ 529 Raja Basanta Roy Road, P.O:- Sarat Bose Road, P.S:- Lake, District:- South 24-Parganas, West Bengal, India, PIN - 700029 Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, PAN No.:: ADCPG5885C, Status :Individual, Executed by: Self, Date of Execution: 18/07/2017 , Admitted by: Self, Date of Admission: 18/07/2017 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 18/07/2017 , Admitted by: Self, Date of Admission: 18/07/2017 ,Place : Pvt. Residence



2	<b>Mrs RANJANA GUHA</b> Daughter of Late Biswajit Guha P/529 Raja Basanta Roy Road, P.O:- Sarat Bose Road, P.S:- Lake, District:- South 24-Parganas, West Bengal, India, PIN - 700029 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AEAPG7637P, Status :Individual, Executed by: Self, Date of Execution: 18/07/2017 , Admitted by: Self, Date of Admission: 18/07/2017 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 18/07/2017 , Admitted by: Self, Date of Admission: 18/07/2017 ,Place : Pvt. Residence
3	<b>Mrs MADHURA GUHA</b> Wife of Mr ABHIJIT DE P/529 Raja Basanta Roy Road, P.O:- Sarat Bose Road, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AJRPG7558B, Status :Individual, Executed by: Self, Date of Execution: 18/07/2017 , Admitted by: Self, Date of Admission: 18/07/2017 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 18/07/2017 , Admitted by: Self, Date of Admission: 18/07/2017 ,Place : Pvt. Residence

**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>GOLDEN NIRMAN UDYOG LIMITED</b> 16 R.N.Mukherjee Road, P.O:- Hare Steet, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 , PAN No.:: AABCG9692A, Status :Organization, Executed by: Representative

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>Mr ASHIM SENGUPTA (Presentant )</b> Son of Late NANI GOPAL SENGUPTA 41B, HARI PADA DUTTA LANE, P.O:- TOLLYGUNGE, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700033, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: AJEPS0854P Status : Representative, Representative of : GOLDEN NIRMAN UDYOG LIMITED (as DIRECTOR)

**Identifier Details :**

Name & address	
Mr Ashis Kumar Sen Son of Late Purna Chandra Sen 17 Mahendra Sarkar Street, P.O:- Sankaritola, P.S:- Muchipara, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Mr INDRAJIT GUHA, Mrs RANJANA GUHA, Mrs MADHURA GUHA, Mr ASHIM SENGUPTA	

**Transfer of property for L1**

SI.No	From	To. with area (Name-Area)
1	Mr INDRAJIT GUHA	GOLDEN NIRMAN UDYOG LIMITED-8.2775 Dec
2	Mrs RANJANA GUHA	GOLDEN NIRMAN UDYOG LIMITED-4.13875 Dec
3	Mrs MADHURA GUHA	GOLDEN NIRMAN UDYOG LIMITED-4.13875 Dec

**Transfer of property for S1**

SI.No	From	To. with area (Name-Area)
1	Mr INDRAJIT GUHA	GOLDEN NIRMAN UDYOG LIMITED-1907.00000000 Sq Ft
2	Mrs RANJANA GUHA	GOLDEN NIRMAN UDYOG LIMITED-953.50000000 Sq Ft
3	Mrs MADHURA GUHA	GOLDEN NIRMAN UDYOG LIMITED-953.50000000 Sq Ft

**Endorsement For Deed Number : I - 190104641 / 2017**

**On 18-07-2017**

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

Presented for registration at 19:25 hrs on 18-07-2017, at the Private residence by Mr ASHIM SENGUPTA ..

**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 5,59,78,402/-

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

Execution is admitted on 18/07/2017 by 1. Mr INDRAJIT GUHA, Son of Late Sachindra Nath Guha, P/ 529 Raja Basanta Roy Road, P.O: Sarat Bose Road, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession Advocate, 2. Mrs RANJANA GUHA, Daughter of Late Biswajit Guha, P/529 Raja Basanta Roy Road, P.O: Sarat Bose Road, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession House wife, 3. Mrs MADHURA GUHA, Wife of Mr ABHIJIT DE, P/529 Raja Basanta Roy Road, P.O: Sarat Bose Road, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession House wife

Indetified by Mr Ashis Kumar Sen, , , Son of Late Purna Chandra Sen, 17 Mahendra Sarkar Street, P.O: Sankaritola, Thana: Muchipara, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 18-07-2017 by Mr ASHIM SENGUPTA, DIRECTOR, GOLDEN NIRMAN UDYOG LIMITED (Private Limited Company), 16 R.N.Mukherjee Road, P.O:- Hare Steet, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001

Indetified by Mr Ashis Kumar Sen, , , Son of Late Purna Chandra Sen, 17 Mahendra Sarkar Street, P.O: Sankaritola, Thana: Muchipara, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate



**Malay Chakrabarty**

**ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - I KOLKATA**

**Kolkata, West Bengal**

**On 19-07-2017**

**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.

**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 0/-, by online = Rs 101/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/07/2017 12:00AM with Govt. Ref. No: 192017180034569872 on 14-07-2017, Amount Rs: 101/-, Bank: AXIS Bank ( UTIB0000005), Ref. No. 08414072017SST6177983493 on 14-07-2017, Head of Account 0030-03-104-001-16

• **Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 74,920/-

Description of Stamp

- 1. Stamp: Type: Impressed, Serial no 13991, Amount: Rs.100/-, Date of Purchase: 14/07/2017, Vendor name: M Ghosh  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 14/07/2017 12:00AM with Govt. Ref. No: 192017180034569872 on 14-07-2017, Amount Rs: 74,920/-,  
Bank: AXIS Bank ( UTIB0000005), Ref. No. 08414072017SST6177983493 on 14-07-2017, Head of Account 0030-02-103-003-02



**Malay Chakrabarty**

**ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - I KOLKATA**

**Kolkata, West Bengal**

---

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2017, Page from 152151 to 152219  
being No 190104641 for the year 2017.



Digitally signed by MALAY  
CHAKRABORTY  
Date: 2017.07.21 12:24:08 +05:30  
Reason: Digital Signing of Deed.

(Malay Chakrabarty) 7/21/2017 12:24:07 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - I KOLKATA  
West Bengal.

(This document is digitally signed.)

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