

204140/16

204140/16



WU  
268-16

B-0-990456/16

पश्चिम बंगाल WEST BENGAL

V 669456

Certified that the document is admitted to registration. The signature sheets and the endroement sheets attached with the document are the part of this document.

*WU*

District Sub-Register-II  
Alipore, South 24-pargana

26 AUG 2016

**DEVELOPMENT AGREEMENT**

THIS AGREEMENT FOR DEVELOPMENT made this the 11<sup>th</sup> day of January 2016

BETWEEN

2701

26 DEC 2015

Surreal Realty LLP.

100/1A, Park Street,  
Kolkata-700016

Dist. South 24 Parganas  
Mandabadi

26 DEC 2015



District Sub-Registrar-III  
Allpore, South 24 Parganas  
26 AUG 2016

Identified by me:

Deepjit Roy Choudhry  
610 Late Amal Roy Choudhry  
105 Kabra Khumbilane  
Shoranipore, PS - Kalighat  
Kolkata - 700055

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2016, Page from 251224 to 251236

being No 190107655 for the year 2016.



Digitally signed by SUJAN KUMAR  
MAITY

Date: 2016.10.21 10:24:46 +05:30

Reason: Digital Signing of Deed.

(Sujan Kumar Maity) 21/10/2016 10:24:45  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - I KOLKATA  
West Bengal.

(This document is digitally signed.)

**M/S SIDHANT FINCOM (P) LTD.** (PAN: AAEC54870R ), having its registered office at 40, Strand Road, Room No. 64, 2nd Floor, PO- Burrabazar,, PS-Burrabazar, Kolkata-700001, represented by its Director Mr. Vivek Kumar Singhania son of Sajjan Kumar Singhania residing at 151, Dover Lane, PO-Rashbehari , PS-Gariahat, Kolkata-700029 (PAN-ALCPS8705R)(2) **M/S PALAK MERCANTILE (P) LTD.** (PAN: AABCP6852H), having its registered office at 40, Strand Road, room No. 64, 2nd Floor, PO-Burrabazar, PS.-Burrabazar,Kolkata-700001, represented by its Director Mr. Sandeep Poddar son of Chandra Kumar Poddar residing at 5A, Old Ballygunj, 2<sup>nd</sup> Lane, PS- Karaya, PO Ballygunj, Kolkata-700019 (PAN-AERPP5137N) (the above named party Nos. 1 and 2 are collectively hereinafter referred to as the Owners (which expression shall mean and include each of their respective successors-in-interest and/or assigns) of the ONE PART

AND

**M/S Surreal Realty LLP** (PAN: ACWFS7460C), a Limited Liability Partnership, having its registered office at Janki Mansion, 2<sup>nd</sup> Floor, 77/1, PO-Park Street, PS- Park Street, Kolkata 700016 represented by one of its Designated Partners, namely M/s Smartland Estates Private Limited having its registered office at 46C Chowringhee Road, 9<sup>th</sup> Floor, PO-Elgin Road, P.S.-Shakespeare Sarani, Kolkata 700071 represented by its Director Mr. Arvind Kumar Meharia, son of Hanuman Das Meharia residing at 29/4, Ballygunj Park Road, PO-Ballygunj, P.S.-Karaya, Kolkata-700019 (PAN- AEKPM7842Q) (hereinafter-referred to as the Developer (which expression shall mean and include its successors-in-interest and/or assigns) of the OTHER PART. The Owners and the Developer are individually referred to as "party" and collectively referred to as 'parties'.

**WHEREAS:**

- A) By a registered Deed of Conveyance dated 17<sup>th</sup> February 2012 registered with Registrar of Assurances, Kolkata in Book No. I, CD Volume No. 6, Pages 9350 to 9367, being No. 2856 for the year 2012 M/s Palak Mercantile Private Limited and M/s Sidhant Fincorn Private Limited purchased for valuable consideration All That the piece and parcel of Bastu land



✓  
District Sub-Registrar-III  
Alipore, South 24 Parganas  
26 AUG 2016

- admeasuring 7 Cottahs, 7 Chittak, 23 square feet, comprised in Mouza Laskarhat, J. L. No. 11 under Khatian Nos. 49 and 50, Dag Nos. 72, 73 and 74, P. S. Tiljala, being the premises recorded in Kolkata Municipal Corporation as premises No. 170D, Picnic Garden Road, Kolkata 700039, KMC Ward No. 66 (more fully described in Part I of the First Schedule attached hereto).
- B) By another registered Deed of Conveyance also dated 17<sup>th</sup> February 2012 and registered with Registrar of Assurances, Kolkata in Book No. I, CD Volume No. 6, Pages 9386 to 9403, being No. 2860 for the year 2012 the aforesaid M/s Palak Mercantile Private Limited and M/s Sidhant Fincom Private Limited purchased the adjoining land to the above mentioned land admeasuring 3 Cottahs, 10 Chittacks, 26 square feet also comprised within Mouza Naskarhat, J. L. No. 11, Dag No. 71, Khatian No. 162/2 which is recorded in the Kolkata Municipal Corporation as premises No. 171A/1C, Picnic Garden Road, Kolkata 700039, within KMC Ward No. 66, P.S. Tiljala (more fully described in Part II of the First Schedule attached hereto).
- C) After purchase of the aforesaid two adjoining premises the Owners applied for amalgamation of the two lands whereupon the aforesaid two pieces of lands were amalgamated and known and numbered as 170D, Picnic Garden Road, Kolkata, admeasuring 11 Cottahs, 2 Chittacks, 4 square feet vide Assessee No. 21-066-14-0385-8 (more fully described in Second Schedule attached hereto and hereinafter referred to the Said Property);
- D) After complying with all the legal formalities the Owners duly got a plan for construction of multi-storeyed building sanctioned in respect of the said amalgamated premises, hereinafter referred to as the 'said premises' dated 15<sup>th</sup> May 2014, being Building Sanction Plan No. 2014070034.
- E) The Owners have represented to the Developer as follows:



District Sub-Registrar-III  
Alipore, South 24 Parganas  
'26 AUG 2016

- The Owners are jointly in "khas" and peaceful, vacant, exclusive possession of the said Premises.
- ii) The original Title Deeds relating to the said Premises by which the Owners purchased the said Premises are in the custody of the Owners and that the Owners have not created any charge or mortgage by depositing the title deeds or any of them or otherwise and that the said Premises is free from all encumbrances mortgages, charges, liens, lispendens, attachments, trusts, leases, bargadars, debutters, trusts, acquisition, requisition, alignment and liabilities whatsoever or howsoever.
  - iii) That the said Premises is not vacant land within the meaning of Urban Land (Ceiling & Regulation) Act, 1976 and neither the Owners holds nor did their predecessors in title ever held any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act 1976.
  - iv) The Owners have not entered into any Agreement for sale and/or Development with any other Developer or Promoter or anybody else whatsoever and has also not created any charge in respect of the said Premises.
  - v) That no notice of attachment, requisition, acquisition has been received from any Competent Authority in respect of the said Premises and nor any declaration has been made or published for acquisition or requisition or vesting of the said Premises or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the said Premises or any portion thereof is not affected by any notice of acquisition or requisition or alignment or vesting under any Act or Case whatsoever.
  - vi) That the Owners shall comply with all requisitions made by the Developer for the purpose of development of the said Premises.
  - vii) The Owners have a marketable title to the said Premises and are not aware of any defect in their title to the said Premises.
  - viii) The names of the Owners have been and continue to be recorded respectively as the owners of the said Premises in the records of the Kolkata Municipal Corporation and BL&LRO.
  - ix) No litigation or suit or proceeding is pending in any Court of Law in respect of the said Premises or any part thereof nor has any decree, judgement or any other order/interim





✓

District Sub-Registrar-III  
Alipore, South 24 Parganas

26 AUG 2018

- never been made or passed affecting the said Premises or any part thereof in any manner whatsoever.
- x) The said Premises or any portion thereof is not affected by any notice or scheme or alignment of the Kolkata Improvement Trust or the Kolkata Municipal Corporation or the Kolkata Metropolitan Development Authority or the Central or State Government or any other Public Body or Authorities.
- xi) The said Premises or any portion thereof is not affected by any attachment including attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever or howsoever and there is no Certificate case or proceeding against the Owners or its predecessors-in-title for realisation of the arrears of Income Tax or other taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force.
- xii) The said Premises is not subject to or affected by any right of way, water, light, support, drainage or any other easement with any other property nor is affected by any partition wall, common wall, drains, ways, paths or passages.
- xiii) The said Premises or any part thereof is not affected by or subject to any mortgage including mortgage by deposit of title deeds or anomalous mortgage under the Transfer of Property Act, any charge lien *lispendens* or annuity, any right of residence or maintenance under any testamentary disposition settlement or other documents or under any law, any trust resulting or constructive arising under any debutters name benami transaction or otherwise, any debutters wakf or devseva, any attachment including attachment before judgment of any Court or authority, any right of any person under any agreement or otherwise, any burden or obligation other than payment of Municipal Rates and Taxes, any restrictive covenant or any pre-emption agreement or any other encumbrance of any kind whatsoever or any decree or order including any injunction or prohibitory order.
- xiv) As on date there is no valid or subsisting agreement for sale, lease, development or otherwise for transfer of the Owner's rights title or interest in the said Premises or any part thereof with any person or persons nor has the Owners otherwise dealt with the same nor has the Owners created any interest or right of any third party therein.



✓

District Sub-Registrar-III  
Alipore, South 24 Parganas

26 AUG 2018

The parties hereto have agreed upon certain terms and conditions with regard to development of the said Premises by the Developer for mutual benefit and the same are set out in detail hereinafter in this Agreement.

That the Developer have represented to the Owners as follows:

- i) That the Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.
- ii) That fully relying on the representations of the Owners and believing the same to be true and on the strength thereof, the Developer has offered and agreed to develop and commercially exploit the said Premises by amalgamating the two plots of land by applying to appropriate authority and thereafter constructing a Housing Complex for Residential and/or Commercial use, after demolishing the existing structures, in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation.
- iii) That based on representations made between the Parties and subject to the terms and conditions contained hereinafter, the Owners hereby appoints the Developer as the developer of the Said Premises and the Developer accepts the appointment as the Developer of the Said Premises by the Owners on the following terms and conditions.

**Now this Agreement Witnesses and the parties agreed as follows:**

**Article I: Definitions and Interpretations**

- 1) **Definitions:** Unless in these presents it is repugnant or inconsistent with:
  - a) **Advocates** shall mean Meharia Reid & Associates of 9 Old Post Office Street, Ground Floor, Kolkata 700001 or any such other lawyers or law firms as may be appointed by the Developer from time to time.
  - b) **Security Deposit** shall mean the amounts to be deposited by the Developer with the Owners as hereinafter stated.
  - c) **Architect** shall mean Espace Planning Services Private Limited having its office at 35-A, Dr. Sarat Banerjee Road, Kolkata 700029 or **any such** qualified person or persons having experience in civil constructions and duly registered with the Local Authorities



✓

District Sub-Registrar-III  
Alipore, South 24 Parganas

26 AUG 2016

and all other statutory authorities required under the prevailing laws to be appointed by the Developer.

- e) **Built up Area** in respect of any unit shall mean the plinth area of such unit and shall include, inter alia, the area of the balconies (if any) attached thereto, the thickness of the external and internal walls thereof and the columns therein **Provided that** if any walls or column be common between two units then only one-half of the area under such walls or column be included in each such unit.
- e) **Common Area & Installations** shall mean the areas installations and facilities in the New Building(s) and the premises and expressed or intended by the Developer, in their absolute discretion, for common use and enjoyment by the occupants of the New Building(s) described in the Third Schedule hereunder written.
- f) **Common Expenses** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the New Building(s) and the said Premises and in particular the Common Areas and Installations and other common purposes and rendition of services in common to the purchasers/holders of flats/units/apartments therein.
- g) **Common Purposes** shall mean and include the purpose of managing maintaining up-keeping and administering the New Building(s) and the said Property and in particular the common areas and installations, rendition of services in common to the purchasers/holders of units in the New Building(s), collection and disbursement of the common expenses and dealing with all matters of common interest of the purchasers/holders of flats/apartments in the New Building(s).
- h) **Developer** shall mean M/s Surreal Realty LLP (PAN: ACWFS7460C), a Limited Liability Partnership, having its registered office at 77/1A, Park Street, Kolkata 700016 represented by one of its Designated Partners, namely M/s Smartland Estates Private Limited, represented by its Director Mr. Arvind Kumar Meheria and shall include its successors-in-interest and assigns.
- i) **Developer's Allocation** shall mean and include all that **72% (Seventy two percent)** of the Sale Proceeds of the units/constructed spaces comprised in the New Building(s) and shall comprise various flats/shops/offices and/or constructed spaces and any other saleable rights and constructed spaces, together with **72% (Seventy two percent)** undivided share in the land comprised in the said Property and also in



✓

District Sub-Registrar-III  
Alipore, South 24 Parganas  
26 AUG 2018

the top roof of the Building(s) and also in the Common Areas and Installations attributable to the Units comprised in the Developer's Allocation together with the right to park such number of motor cars in the ground floor of the Building(s) as also at the open space(s) at the ground level in the Property as be equivalent to **72% (Seventy two percent)** of the total number of motor cars that could be parked each in the ground floor/s as also at the open spaces, to belong exclusively and absolutely to the Developer.

- g) **New Building and/or Buildings** shall mean and include the new building or buildings, commercial and/or residential and/or mixed-use building(s), as sanctioned by the Kolkata Municipal Corporation which is being constructed/erected and completed by the Developer on the said Property.
- k) **Owners** shall mean (1) M/s SIDHANT FINCOM (P) LTD. (PAN: AAEC54870R) and (2) M/s PALAK MERCANTILE (P) LTD. (PAN: AABCP6852H), both having their registered office at 40, Strand Road, Room No. 64, 2<sup>nd</sup> Floor, Kolkata 700001 and represented by their authorised representative Mr. Vivek Kumar Singhania collectively hereinafter referred to as the Owners (which expression shall mean and include each of their respective successors-in-interest and/or assigns)
- l) **Owner's Allocation** shall mean and include all that **28% (Twenty eight percent)** of the Sale Proceeds of the units/constructed spaces in the New Building(s) to be constructed at the said Property and shall comprise various flats/shops/offices and/or constructed spaces and any other saleable rights and constructed spaces, together with **28% (Twenty eight percent)** undivided share in the land comprised in the said Property and also in the top roof of the Building(s) and also in the Common Areas and Installations attributable to the Units comprised in the Owner's Allocation together with the right to park such number of motor cars in the ground floor of the Building(s) as also at the open space(s) at the ground level in the said Property as be equivalent to **28% (Twenty eight percent)** of the total number of motor cars that could be parked each in ground floor/s as also at the open spaces, to belong exclusively and absolutely to the Owners.
- m) **Parking Spaces** shall mean the spaces in the ground floor of the New Building(s) as also at the open space(s) at the ground level in the Property, whether open, covered or mechanical, reserved by the Developer for parking of motor cars and other vehicles therein or thereat.





✓

District Sub-Registrar-III  
Alipore, South 24 Parganas

26 AUG 2016

- Building Plan** shall mean the Sanction Plan No. 2014070034 dated 15-05-2014 as prepared by the Owners from the Architects and sanctioned by the Kolkata Municipal Corporation and/or other concerned authorities, and shall include modifications and/or additions and/or alterations thereto as may be necessary and/or required from time to time.
- Said Property/Premises** shall mean all those 170D, Picnic Garden Road, Kolkata, admeasuring 11 Cottahs, 2 Chittacks, 4 square feet vide Assessee No. 21-066-14-0385-8 within KMC Ward No. 66, P. S. Tiljala more fully described in the Second Schedule hereunder written.
- Saleable Space** shall mean all the constructed/open spaces, be it the flats/shops/offices etc. and car parking spaces in the new building(s) to be constructed in the said Property available for independent use and occupation and will include the undivided impartible proportionate share in the land and also in all common parts, portions and facilities after making due provisions for the space required for common facilities and amenities and the area shall be calculated on the basis of super built up area.
- Service Organisation/Association** shall mean a Society, Body Corporate, Committee or Association formed by the Developer for the purpose of the management and/or administration and/or provisions of the common facilities in the building.
- Specifications** shall mean the general specifications and/or materials to be used for construction erection and completion of the New Building(s) as more fully and particularly described in the Fourth Schedule hereunder written.
- Units** shall mean all the saleable spaces/constructed areas in the New Building(s), be it flats/shops/offices etc., capable of being independently and exclusively held, used, occupied and enjoyed and shall include the open terraces, if any attached to any unit/s.
- 2) **Rules of Interpretation:** In this Agreement (save to the extent that the context otherwise so requires):
- a) **Headings:** Headings have been inserted at various places merely for convenience of reference and are not intended to impact the interpretation or meaning of any clause.



✓  
District Sub-Registrar-III  
Alipore, South 24 Parganas

26 AUG 2019

- Definitions:** In this Agreement, the words put in brackets and in bold prints define the word, phrase or expression immediately preceding.
- c) Words importing **singular** shall include **plural** and vice versa.
  - d) Words importing **masculine** gender shall include **Feminine** and **Neuter** genders and likewise words importing feminine gender shall include masculine and neuter genders and similarly words importing Neuter gender shall include masculine and feminine genders.
  - e) Any reference to any act of Parliament or legislature whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all rules, instruments, orders, plans, regulations, bye laws permissions or directions any time issued under it.
  - f) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated in writing.
  - g) A reference to a statutory provision shall include a reference to any modification or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
  - h) Any reference to this agreement or any of the provisions thereof shall include all amendments and modification made to this Agreement in writing from time to time.
  - i) The **Schedules** to this Agreement shall have effect and be construed as an integral part of this agreement.

#### **Article II: Security Deposit**

- 1) The Developer shall pay to the Owners a total sum of Rs. 100,000/- (Rupees One Lakh) only as Security Deposit (hereinafter called "the Security Deposit") on signing of this agreement in equal share to each of the Owners in the manner as set out herein below.
- 2) The Owners shall refund the said Security Deposit to the Developer within 6 months from the date of grant of completion certificate by the Kolkata Municipal Corporation.

#### **Article III: Owner's Obligations**



✓

District Sub-Registrar-III  
Alipora, South 24 Parganas  
26 AUG 2016

Simultaneously with the execution of these presents, the Owners have handed over possession of the said property to the Developer along with the sanctioned drawings, for the purpose of implementing this Agreement.

That the Owners does hereby grant exclusive license and permissions and/or authorities to the Developer to plan, construct, erect, build and complete in the said Property, a multi-storied building(s) complex in accordance with the building permit granted by the Kolkata Municipal Corporation and subject to the terms and conditions as set out below.

The Owners shall simultaneously with these presents, execute and register with the appropriate registering authorities irrevocable general Power of Attorney or Attorneys in favour of the Developer or its nominee for:

- a) Construction of the multi-storied building(s) in the said Property;
  - b) Obtaining sanction of any additional Building Plans and all necessary permissions from different authorities in connection with the construction of the building and/or blocks of building as also for booking and sale of the Developer's Allocation.
  - c) Sale of the Developer's Allocation in the said proposed multi-storied building(s) and for other ancillary acts.
  - d) Notwithstanding grant of the aforesaid General Power of Attorney, the Owners hereby undertake that they shall execute and if required register as and when necessary, all papers, documents, plans etc. for the purpose of development of the said Property.
  - e) The rights granted to the Developer under such Power of Attorneys in respect to the said Property shall not be revoked or terminated by the Owners so long as the Developer fulfils and/or is ready and willing to fulfil its obligation in terms of this agreement and is not in express default of its obligations hereunder and any termination shall be done only after reasonable notice to the Developer to remedy the default, if any.
- 4) In connection with the grant of development rights to the Developer by the Owners, it is agreed understood and clarified that the Owners shall grant the following rights and liberties to the Developer:
- a) To enter upon the said Property and hold physical possession thereof and construct and build new building(s) at the said Property.



  
District Sub-Registrar-III  
Alipore, South 24 Parganas

26 AUG 2019

- To sell or otherwise transfer or dispose of or agree to sell/transfer/dispose of Developer's Allocation or any part thereof to the person or persons desirous of owning or otherwise acquiring the same for the consideration and on the terms and conditions as shall be decided by the Developer. It is also authorised to sell the Owner's Allocation (and reimburse Owners for the proportion sale proceeds for their allocations after deducting service tax and brokerage) It is however clarified that the Developer shall be entitled to execute conveyances in favour of person or persons acquiring the Developer's allocation.
- 6) The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property for constructing residential and/or commercial or mixed use building(s).
- 6) The Owners shall transfer such portion of the said Property parallel to Public Road in favour of concerned local authority free of cost as and by way of gift as and if it may be required by Developer for the purpose of constructing high rise building on the said Property and/or for availing other benefits in the matter of development (if so required).
- 7) In consideration of the Developer constructing the Owner's Allocation for and on behalf of the Owners at its own costs and expenses, the Owners shall comply with its obligations herein and convey 72% (seventy two percent) of the total saleable spaces together with proportionate undivided share in the land comprised in the said Property in favour of the Developer and/or its nominee or nominees and/or assigns and the Developer and/or its nominee or nominees and/or assigns shall be entitled to own, hold, use, possess, enjoy, deal with or otherwise dispose off the Developer's Allocation as the Developer may deem fit and proper.
- 8) The Owners hereby agrees and covenants with the Developer (and any appointed and/or designated representatives of the Developer) that:
- The Owners shall not (during the subsistence of this Agreement and/or development) transfer, grant lease, encumber, deal with, mortgage or create any charge on the said Property and shall co-operate with the Developer in the smooth development of the said Property.
  - The Owners shall not do any act, deed or thing whereby the Developer may be prevented from developing, constructing, completing, selling, assigning and/or disposing of any part or portion of the Developer's allocation.





✓  
District Sub-Registrar-III  
Alipore, South 24 Parganas

26 AUG 2016

- c) The Owners shall act in good faith towards the Developer so that the Project can be successfully completed.
  - d) The Owners shall provide the Developer with any and all necessary documentation and information relating to the said Property as may be required by the Developer from time to time.
  - e) The Owners shall not do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 9) The Owners shall ensure that the title of the Owner to the said Property continues to remain good and marketable and free from all encumbrances and liabilities till the project at the said Property is completed and the Developer's Allocation is sold and transferred in its entirety.
- 10) The Owners shall hold the said title deeds relating to the said Property in their custody free from any encumbrances charges liabilities and attachments. The Owners shall always upon demand by the Developer from time to time produce all certified copies/original title deeds for all purposes herein stated, including to enable the buyers of units to take loans from Bank, Financial Institutions etc. and also provide true copies thereof as may be required by the Developer from time to time. After completion of the Building(s) and offering possession of the Owners' Allocation to the Owner in terms hereof, the original title deeds will be retained by the Owner, however the Owners shall produce the said documents and provide copies thereof as and when required by the Developers and/or the buyers of units in the New Buildings at the said Property.
- 11) The Owners agree and covenant with the Developer not to cause any interference or hindrance in the construction of the proposed New Building(s) at the said Property by the Developer and not to do any act, deed, matter or thing whereby the rights of the Developer hereunder may be affected or the Developer is prevented from making or proceeding with the construction of the New Building(s) or selling or otherwise transferring the Developer's Allocation. If for any act or neglect or default of the Owner, the Developer shall be restrained and/or hindered and/or impeded from developing the said Property and carrying on with the construction of new building or any portion thereof or from selling and transferring the Developer's Allocation on such terms conditions and consideration as will be decided by the Developer in its absolute discretion, then in that event without prejudice to the other rights, the Developer will be entitled to claim liquidated damages for the



  
District Sub-Registrar-III  
Alipore, South 24 Parganas  
26 AUG 2018

period such obstruction hindrance or impediment subsists and the resultant loss which may be suffered or incurred by the Developer.

The Owners shall be bound to execute any deed of transfer/conveyance in favour of the nominees and/or transferees and/or assigns of the Developer's allocation as and when required by the Developer provided that the Developer shall hand over pro-rata Owner's allocation in the newly constructed building to the Owners in a habitable condition.

All rates, taxes and outgoings in respect of the said Property relating to the period prior to and till giving possession of the said Property to the Developer shall be borne, paid and discharged by the Owners. It is made specifically clear that all outstanding dues up to the date of giving possession of the Property as per this Agreement shall remain the liability of the Owners.

#### **ARTICLE - IV: OWNERS RIGHTS**

##### **1) Owners' Representation:**

- a) The Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Property.
- b) None other than the Owners have any claim right title and/or demand over and in respect of the said Property and/or had any demand ever in respect of the said Property and/or any portion thereof.
- c) The said Property is free from all encumbrances' charges, liens, lispendences, trusts, attachments, acquisition/requisition whatsoever.
- d) The Owners have paid or shall pay all rates & taxes and shall apply for no due certificate from the concerned law, revenue, collection departments of the Government of West Bengal and shall arrange to deliver to the Developer such original certificate within 15 days from the date of these presents.
- e) The said Property is not affected by provisions of the Urban Land (Ceiling & Regulations) Act, 1976 or any other statute and there is no legal bar for development and construction of a new multi-storied building(s) on the said Property, however, if clearance from the ULC Department be required to be obtained under the ULC Act, both the Owners and Developer will cooperate with each other to obtain the same.



✓  
District Sub-Registrar-III  
Alipore, South 24 Parganas

26 AUG 2016

- That the Owners have paid all rates & taxes and that there are no attachment demands pending in respect of the said Property and/or against the Owners from any Statutory Authority including the Income Tax Authorities.

#### Owners' Rights:

- a) The Owners shall be entitled to transfer or otherwise deal with the Owner's Allocation along with proportionate share of the land and common facilities.
- b) With effect from the date of commencement of construction in the said Property, the Owners shall either require the Developer to sell its allocation for them on their behalf or at their own risk and consequences absolutely, be entitled to sell transfer and deal with and dispose of their allotted units and parking spaces included and comprised in the Owner's Allocation together with the undivided indivisible share in the land comprised in the said Property and in the common areas and installations attributable thereto to such persons and on such terms and conditions and consideration as the Owners may deem fit and proper **BUT** not in any way contrary to the terms and conditions contained herein and adopted by the Developer for the user and maintenance of the Units/Parking spaces in the said Property, and to receive and absolutely appropriate the sale proceeds thereof and for that purpose to enter into all agreements and other documents as may be required and the Developer shall not raise any objection thereto or dispute the same for the acts deeds and things done by the Owners to their benefits and interest with regard thereto. The Developer shall have no concern therewith and further the Developer shall join in as confirming party and execute, at the costs and expenses of the Owners or Transferee of unit(s) forming part of the Owners' Allocation, all such agreements and other documents that may be



✓

District Sub-Registrar-III  
Alipore, South 24 Parganas

26 AUG 2018

- entered into by the Owners for sale and/or transfer of the Owner's Allocation or any part thereof in terms hereof.
- c) In case of any breach/default by the Purchasers of the Owners Allocation, of the terms and conditions of the respective agreements of respective units/flats/areas of the Owners Allocation, the Owners will be entitled to enforce all such agreements and all rights of the Owners hereunder against the defaulting Purchaser without any concern and claim against the Developer in such manner as the Owners shall deem fit and proper and on their own account. The related units/areas agreed to be sold under the said agreements shall always be the property of the Owners and the Owners shall always be entitled to deal with the same in their discretion without any dispute and/or concern of the Developer.
  - d) It is clarified that all amounts receivable by the Owners towards earnest money, part payments and consideration money for and on account of sale or otherwise disposal of the units, car parking spaces and other constructed and other areas benefits and rights forming part of the Owners' Allocation shall solely be to the account of and shall be received by the Owners exclusively and the Developer shall have no concern therewith.

#### **ARTICLE V: DEVELOPER'S OBLIGATIONS**

- 1) Even though the plans have been sanctioned by the authorities for the said Property, the Developer shall obtain all additional or further permissions and clearances required for the purposes of sanctioning of plan and construction of the Building(s). All applications shall be made and/or applied and obtained by the Developer for and on behalf of the Owners and it is being clarified that the Developer will not be responsible for the outcome of such application.
- 2) The Developer shall construct a residential complex at the said Property at its costs:
  - a) In accordance with the plans as sanctioned by the Kolkata Municipal Corporation and shall hand over the Owners' allocation to the Owners within 30 months from the date of signing of this Agreement or within such extended period as may be mutually agreed.
  - b) In good substantial and workman like manner by use of good quality of materials. The general specifications and/or materials to be used for construction erection and





✓

District Sub-Registrar-III  
Alipore, South 24 Parganas

26 AUG 2016

completion of the new building(s) are more fully and particularly described in the FOURTH SCHEDULE hereunder written.

- 3) The Developer shall construct the New Building(s) at its own cost and responsibility. The Developer shall alone be responsible and liable to Government, Corporation and other authorities concerned as also to all the labours, staffs and employees engaged by it and shall alone be liable for any loss or for any claim arising from such construction.
- 4) All tax liabilities in relation to the construction, i.e. sales tax, works contract tax and other taxes, duties and dues as shall be applicable to the construction activity to be carried out and paid by the Developer, irrespective of the fact that such statutory levies including VAT, Works Contract Tax and any other taxes as may be applicable for allocation of the Owner's Allocation and the Developer shall keep the Owners indemnified from such liabilities. It is clarified that Service Tax collected from sales of the Owners' Allocation shall be deposited with the Authorities and the Developer shall assist the Owners in this regard and all service tax paid by the developer on account of construction and fulfilling its obligations under this agreement shall be exclusively borne by the Developer.
- 5) The Developer shall be liable for rates, taxes and outgoings in respect of the said Property from the date of taking possession from the Owners till the date of notice to the Owners to take possession of the Owner's allocation.
- 6) The Developer has assured the Owners that it shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default.
- 7) The Developer will not violate or contravene any of the provisions or rules applicable for construction of the buildings as a result of which any obligations and liabilities may accrue upon the Owners.
- 8) The Developer hereby agrees and covenants with the Owners not to transfer and/or assign the benefits of this agreement or any portion thereof without the consent in writing of the Owners first obtained.
- 9) The Developer at the request of the Owners shall sign and execute necessary deeds and documents for the purpose of transfer of the Units/Saleable Spaces comprised in the Owners' Allocation in favour of the Owners and/or its intending transferees. Such deeds



✓

District Sub-Registrar-III  
Alipore, South 24 Parganas  
26 AUG 2012

and documents shall be as per the terms and conditions stipulated and format prepared by the Developer for the entire Project.

- 10) The Transferees of both the Owners' Allocation and the Developers' Allocation (including the Developer and Owners for any retained/unsold space) shall pay to or deposit with the Developer or its nominees the extras and deposits mentioned in the Schedule relating to Particulars of charges/deposits as in Agreement for Sale as written for their respective Units. The Developer shall deduct the Service tax and /or any other tax and impositions levied by any government authority or statutory body on the entitlement, along with the proportionate marketing expense on the entitlement, transfer, acquisition and /or handing over of the owner's Allocation by the Developer to the Owners and /or any service that may deem to have been rendered by the Developer to the Owner. Thereby, Developer shall be totally responsible to pay all Service Tax and or any other taxes and impositions regarding sale of both Owner's Allocation and Dealers' Allocation.
- 11) All the Units/Saleable Spaces pertaining to the Owners' Allocation and Developer's Allocation in the New building shall be marketed by the Developer. The brokerage cost shall be paid by the Owners and Developer for sale/transfer of their respective allocations (except for any area specifically reserved by the Owners or the Developers and sold directly by any of them).

#### **ARTICLE VI: DEVELOPER'S RIGHTS**

- 1) The Developer shall hold possession of the said Property.
- 2) The Developer (if available and required) shall also get additional floors and/or areas sanctioned on the said Property at its own cost and expenses from appropriate authorities. The Developer shall keep the original building plans already sanctioned together with any amendments thereto, in its custody and produce it and/or provide a copy of the said sanctioned building Plan to the Owners as and when required.
- 3) The Developer shall have full authority to construct multi-storied building(s) on the said Property in accordance with the building plan so sanctioned by the appropriate authorities.
- 4) Shall deal with the said property at its free will, for making commercial gain for which the Owners shall get only 28% of the saleable spaces and the balance 72% of the total saleable spaces shall belong to and be enjoyed by the Developer.



✓  
District Sub-Registrar-III  
Alipore, South 24 Parganas

26 AUG 2018

The Developer shall have the right to enter into Agreements for transfer and booking of the Housing Complex forming part of the Developers' Allocation.

Nothing in these presents shall be construed as a demise of assignment or conveyance in law by the Owners of the said Property or any part thereof to the Developer or create any right, title or interest in respect thereof of the Developer other than a right to the Developer to commercially exploit the same on the terms herein contained by constructing multi-storied building(s) on the said Property and to deal with the Developer's Allocation in the manner herein stated.

- 7) The Owners do hereby authorize and empower the Developer to apply for and obtain temporary and/or permanent connections for water, electricity, drainage, sewerage power and other inputs utilities and facilities from all State and Central Government authorities and statutory or other body or bodies required for construction use and enjoyment of the New Building(s) at its own costs and expenses either in the name of the Developer and/or the Owners and for that or otherwise to close down and have disconnected the existing connections etc.
- 8) 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 obtaining inputs, utilities and facilities therein and the Owners agree to execute such papers and documents and do such other acts deeds and things as be reasonably required by the Developer therefore.
- 9) For the purpose of construction of the new building(s), the Developer shall be entitled at its own costs to appoint engage and employ such contractors, sub-contractors, engineers, labourers, mistries, caretakers, guards and other staffs and employees and at such remuneration and on such terms and conditions as be deemed necessary by the Developer. Staff and employees engaged by the Developer, if any, shall be the employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc.
- 10) The Developer shall be solely responsible to look after, supervise manage and administer the progress and day to day work of construction of the proposed New Building(s).
- 11) The Developer shall be solely responsible for performing all obligations under this agreement until the building as a whole including the Units comprised therein are internally and externally completed in all respect as decent residential flats in accordance with the



✓  
District Sub-Registrar-III  
Alipore, South 24 Parganas

26 AUG 2014

specifications mentioned in the FOURTH SCHEDULE hereunder written with all essential facilities and utilities including installation of lifts, obtaining lift license, completion of internal and external drainage works, sanction of internal drainage systems, obtaining of the Completion Certificate and obtaining the external drainage connection.

- 12) The Developer after sanction of the plan and at its own risks and costs and without in any manner indulging the Owners into any financial burden, shall be at liberty to negotiate with the prospective buyers of the Developer's Allocation and enter into agreements for transfer of units, car parking spaces and other constructed and other spaces benefits and rights forming part of the Developer's Allocation and belonging to the Developer together with the properties appurtenant thereto together with proportionate undivided share in the land comprised in the said Property and also in the Common Areas and Installations attributable to the Developer's Allocation at or for such consideration and on such terms and conditions as the Developer may deem fit and proper and realise and appropriate the sale proceeds and other amounts receivable there from and the Owners shall not raise any dispute or objection to the acts deeds and things done by the Developer to its benefit and interest with regard thereto and the Owners shall have no concern therewith.
- 13) The Owners confirm that the Owners shall join in as confirming party at the costs and expenses of the Developer, to all such agreements, deeds and other documents of transfer agreeing and confirming to the effect that the Owners shall execute the Deed of Conveyance for the Units/Car parking space together with proportionate share in the land comprised in the said Property, without claiming any additional consideration money there from.
- 14) In case any of the Purchasers/Buyers of the Developer's Allocation commits any default or breach of his/their agreement for acquiring any unit/constructed area then in such event, the Developer shall be at liberty to enforce its rights and terminate such agreement for an on behalf of itself and/or the Owners and to deal with the space and rights of such defaulting Purchaser in such manner as the Developer may deem fit and proper. All losses and incomes accruing in respect thereof shall be for and to the account of the Developer. The unit(s)/car parking space(s) agreed to be sold to the defaulting Purchaser/Buyer shall and be deemed to be the property of the Developer as the same was part of the Developer's Allocation and the same shall be dealt with and/or sold by the Developer at their own discretion and the Owners shall have no concern therewith.





✓

District Sub-Registrar-III  
Alipore, South 24 Parganas

26 AUG 2018

- 15) It is clarified that all amounts receivable by the Developer towards earnest money(s), part-payments and consideration money(s) for and on account of sale or otherwise disposal of the units, car parking spaces and other constructed and other areas benefits and rights forming part of the Developer's Allocation shall solely be to the account of and shall be received and appropriated by the Developer exclusively and the Owners shall have no claim of any nature whatsoever over the same.
- 16) The Developer shall be entitled to collect from the prospective purchasers or transferees of the Developer's Allocation as well as Owners' Allocation (which shall include the Developer and the Owners for units not sold by them), at such rate or rates on super built up area, all charges and deposits including corpus and maintenance deposit, formation of the maintenance company, common expenses, municipal taxes, supply of electricity, electric and water supply connections, legal fees, additional work done on account of Purchaser, etc. The rate or rates for the above shall solely be decided by the Developer and the Owners shall not raise any objection thereto. The Owners hereby consents to the same.

#### **ARTICLE VII: SPACE ALLOCATION**

- 1) In the proposed New Building(s) to be constructed by the Developer at the said Property:
- a) The Owners shall be allocated/entitled towards "**Owners' Allocation**" to all that the **28% (Twenty Eight percent)** of the total constructed and completed saleable area in the New Building(s) at the said Property to comprise in various units, constructed spaces and all other saleable rights and constructed spaces **together with 28% (twenty eight percent)** undivided share in the land comprised in the said Property and also in the top ultimate roof(s) of the Building(s) and also in the Common Areas and Installations attributable to the Units comprised in the Owners' Allocation **together and with** the right to park such number of motor cars in the ground floor of the Building(s) as also at the open space at the ground level in the said Property as be equivalent to **28% (twenty eight percent)** of the total number of motor cars that could be parked each in the ground floor/s as also at the open spaces, and the same shall exclusively and absolutely belong to the Owners with liberty to deal with and dispose of the same independent of the Developer.
- b) The Developer shall be allocated/entitled towards "**Developer's Allocation**" to all that **72% (seventy two percent)** of the total constructed and completed saleable area in the New Building(s) at the said Property to comprise in various Units,



✓

District Sub-Registrar-III  
Alipore, South 24 Parganas

26 AUG 2016

constructed spaces and all other saleable rights and constructed spaces **together with 72% (seventy two percent)** undivided share in the land comprised in the Property and also in the top ultimate roof(s) of the Building(s) and also in the Common Areas and Installations attributable to the Units comprised in the Developer's Allocation **together and with** the right to park such number of motor cars in the ground floor/s of the Building(s) **as also** at the open space at the ground level in the said Property as be equivalent to **72% (seventy two percent)** of the total number of motor cars that could be parked each in the ground floor/s as also at the open spaces, and the same shall exclusively and absolutely belong to the Developer with liberty to deal with and dispose of the same independent of the Owners.

- 2) All open and covered areas (including the common areas, installations and facilities) comprised in the said Property and the New Building(s) to be constructed thereon and not being exclusively allocated/allotted to any of the parties hereto under Clause 1 hereinabove shall belong to the Owners and the Developer jointly in the ratio of 28:72 (in short called "the **said Ratio**") and none of the parties shall be entitled to deal with or dispose of the same or any part thereof without the consent in writing of the other.
- 3) The units, car parking spaces etc., in the New Building(s) allocated/demarcated for the Owners **Together With** proportionate **28% (twenty eight percent)** undivided share in the land comprised in the said Property as also in the Common Areas and Installations are jointly hereinafter referred to as "**the Owners' Allocation**" and the same shall absolutely belong to the Owners with liberty to sell on ownership or otherwise deal with the same in such manner and on such terms and conditions as the Owners may deem fit and proper and independent of and to the exclusion of the Developer **AND** similarly, all those units/car parking spaces etc., in the New Building(s) to be identified and/or allocated and/or demarcated for the Developer **Together With** proportionate **72% (seventy two percent)** undivided share in the land comprised in the Property as also in the Common Areas and Installations are jointly hereinafter referred to as "**the Developer's Allocation**" and the same shall belong absolutely to the Developer with liberty to sell and transfer on ownership basis or otherwise deal with the same in such manner and on such terms and conditions as the Developer may deem fit and proper and independent of and to the exclusion of the Owners.
- 4) The Developer shall have the liberty to advertise for the units, parking spaces and other constructed and other areas benefits and rights comprised in both the Owners' Allocation



✓

District Sub-Registrar-III  
Alipore, South 24 Parganas

26 AUG 2018

and the Developer's Allocation. All the cost of advertisement, publicity materials and brochures will be borne and paid by the Developer only.

- 5) It is agreed that the cost of the construction of the Owner's allocation, which would be borne by the Developer, shall and will be treated as the sale consideration of 72% (seventy two percent) undivided share in the land of the said Property attributable to the Developer's Allocation and Owners shall, upon receiving possession of the constructed Owner's Allocation at the said new building(s) in terms hereof, grant Conveyance of the said 72% (seventy two percent) undivided indivisible share in the land of the said Property in favour of the Developer or its nominee or nominees being the intending buyer(s) of the Developer's Allocation.
- 6) In lieu of the Developer constructing the New Building(s) at its own costs (which includes, inter alia, the Owners' Allocation) and agreeing to allocate and deliver possession of the Owners' Allocation therein to the Owners as stated herein, the Developer shall have the exclusive right to hold, own, use, possess, occupy, enjoy, sell, transfer, deal with and dispose of the Developer's Allocation together with proportionate undivided share in the land comprised in the said Property and also in the Common Areas and Installations and realise and appropriate all sale proceeds thereof absolutely and exclusively.

#### **ARTICLE VIII: BUILDING**

- 1) The Developer shall, at its own cost and expenses and without creating any financial or other liability on the Owners, construct, erect and complete a multi-storied building complex in the said Property within the specified time as stipulated below, and in accordance with the Building plan under the guidance and supervision of the architect.
- 2) All costs, charges and expenses for construction shall be discharged by the Developer. The Owners shall bear no responsibility in this context. In case of additional cost in the nature of RCC piling, , Drainage development cost or any other unforeseen expenses required as per direction of Local and/or Other Authorities or change in rule, the cost thereof shall be borne by the Developer.
- 3) Unless prevented by circumstances amounting to force majeure as hereafter appearing and other inevitable causes and subject to the Owners complying with its obligations herein, the Developer shall construct complete and make habitable the Owners Allocation as aforesaid and offer the Owners to take possession of the same within 30 months from the date of this Agreement, (hereinafter referred to as "the Completion Date"). There shall



  
District Sub-Registrar-III  
Alipore, South 24 Parganas

26 AUG 2016

the Owners and Developer herein and/or such other person or persons whom the Owners and the Developer respectively transfer their respective flats/units with or without any car parking space out of their respective allocations shall be bound to bear and pay the proportionate share of all the expenses for formation of such company or society or association also the proportionate common expenses and costs and expenses for such maintenance and management. All such costs and expenses shall be paid to the Developer or to the person nominated by the Developer for the time being responsible for the same until such association or society or company is formed and thereafter to such association or society or company.

- 2) As soon as the buildings are completed and the services, i.e., Sewerage, Electricity, Water and Lifts are operational, the Developer shall give written notice to the Owners or its nominees and/or allottees and/or purchasers for taking possession of the Owner's allocation in the building(s). After 15 days from the date of service of such notice and at all times thereafter the Owners or its nominees and/or allottees and/or purchasers shall exclusively be responsible for payment of Municipal and property taxes, rates, dues, duties and other public outgoing and impositions including maintenance charges, whatsoever (hereinafter for the sake of brevity referred to as 'the said rates and taxes') payable in respect of the Owners' allocation and the Developer and/or the nominees and/or allottees and/or purchasers of the flats of the Developer's allocation shall be responsible to pay the said rates and taxes proportionately. It being expressly agreed and understood that in case the parties i.e. the Owners and the Developer do not sell and/or are unable to sell their respective allocation, they shall be still liable to their respective share of maintenance charges, deposits taxes etc.
- 3) The Owners and the Developer shall punctually and regularly pay for the respective allocation of the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between Owners and the Developer and both the parties shall keep each other indemnified against all claims actions demands costs charges and expenses and proceeding whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the Owners or the Developer in this behalf.
- 4) Notwithstanding anything to the contrary contained hereinbefore it is agreed that until individual assessment of the respective flats/Units are made by the authority concerned the said rates and taxes will be borne by the individual flat Owners proportionately.\*





District Sub-Registrar-III  
Alipore, South 24 Parganas

26 AUG 2019

- 5) As and from the date of notice of physical possession to the Owners, the Owners shall be responsible to pay and bear and shall forthwith pay on demand to the Developer service charges for the common facilities in the building in respect of the Owner's Allocation.
- 6) The Owners shall not do any act deed or thing whereby the Developer shall be prevented from constructions and/or completion of the said building and the Owners will keep the Developer fully indemnified against all losses claims demands and damages which may be suffered by the Developer due to any acts of omission and/or commission by the Owners.
- 7) All rules and regulations of the Association for the Common Purposes including regarding user maintenance management upkeep and administration of the Building at the said Property, taking of deposits on account of maintenance charges/common expenses, charges or expenses for maintenance and operation of the generator, municipal rates and taxes etc., from the Unit Holders or Purchasers, payment of common expenses or maintenance charges, or expenses for maintenance and operation of the Generator, municipal rates and taxes etc., shall be decided by the Developer and the Owners agrees to abide by the same.
- 8) Each of the parties hereto shall own and hold their respective allocations and/or restrict their respective buyers to own and hold their respective units on the similar terms and conditions and restrictions as regards the user and management and maintenance of the Buildings and of common areas and installations and facilities therein and payment and/or deposit of maintenance charges and other outgoings as be decided by the Developer in consultation with the Owners.
- 9) Each of the parties shall ensure that they shall deposit or cause to be deposited by their respective buyers with the Developer and/or the Association or the person for the time being responsible for the maintenance of the Buildings such amounts on account of maintenance charges/common expenses, charges for management and maintenance of the building and of common areas and installations and facilities therein and operation of the Generator, municipal rates and taxes etc. as be fixed and decided by the Developer in consultation with the Owners.
- 10) In respect of the Owner's Allocation, the Owners and/or the buyers of the Owner's Allocation as the case may be shall reimburse and deposit with the Developer the corresponding amounts due, before taking possession of the Owner's Allocation, as per schedule of "COMMON EXPENSES" covered by the Agreement for Sale. This shall include



*[Handwritten signature]*

District Sub-Registrar-III  
Alipore, South 24 Parganas

26 AUG 2016

amongst others, charges relating to CESC, Security Deposit, interest-free deposit for maintenance, municipal rates/taxes etc.

#### **ARTICLE X: INDEMNITY**

##### **1) Owners' Indemnity:**

- a) The Owners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy the Developer's allocation without any interference or disturbance provided the Developer performs and observes and fulfils the terms and conditions herein contained on their part to be observed, performed and/or fulfilled. In case of any interference or disturbance by the Owners, the Owners will indemnify the Developer in respect of all losses claims demands and damages which may be suffered by the Developer in this respect.
- b) The Owners shall indemnify and keep the Developer saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developer in the course of implementing the project including marketing thereof for any claim by any third party for any defect in title of the Owners to the said Property or any of their representations and the warranties being incorrect or breach of this Agreement by the Owners.
- c) The Developer agrees to indemnify and keep the Owners saved, harmless and indemnified in respect of exercise of all or any of the powers and authorities contained in the General Power of Attorney as mentioned in Clause 3 of Article III hereinabove.

##### **2) Developer's Indemnity:**

- a) The Developer shall indemnify and keep the Owners saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owners in relation to the construction of the New Building and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's contractors, employees or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.



A handwritten signature in black ink, consisting of a stylized, cursive mark.

District Sub-Registrar-III  
Alipore, South 24 Parganas

26 AUG 2016

**ARTICLE - XI: MISCELLANEOUS**

- 1) The Owners and the Developer have entered into this Agreement purely for construction and nothing contained herein shall be deemed to construe as partnership between the Developer and the Owners but purely as joint venture.
- 2) Upon the completion of the building the parties shall have their respective areas insured for such perils as may be deem necessary including fire, riot, earthquake, flood and such other perils, including as provided for in any statute and the cost of such insurance shall be borne by the respective parties in their proportionate area for such period as may be prescribed in any law in force at the relevant period.
- 3) It is agreed that the Developer shall have absolute right to name the building and the Owners shall not object to the same. It is agreed that the Developer and/or the Owners shall incorporate a clause in their respective document/Agreements/Deeds of Conveyance so that the transferees/successors-in-interest/Purchasers do not change the name of the building once the same is completed.
- 4) It is agreed between the parties that the Stamp Duty, Registration Fees and other expenses including Advocate's fee for Registration of this Agreement and/or for Power of Attorney as contemplated under this Agreement shall be paid by the Developer.
- 5) It is understood that from time to time to facilitate the construction of the building by the Developer various 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 and the Owners shall execute additional Power of Attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute and do all such acts, deeds, documents, matters and things.
- 6) Any notice required to be given by the Developer shall be deemed to have been served on the Owners, if delivered by hand and duly acknowledge or send by prepaid registered post with acknowledgement due and on the Developer, if delivered by hand or send by prepaid registered post with acknowledgement due to the address which appears in this Agreement.



✓  
District Sub-Registrar-III  
Alipore, South 24 Parganas

26 AUG 2019

a) Owners:

1. M/s Palak Mercantile Private Limited (PAN: AABCP6852H)
2. M/s Sidhant Fincom Private Limited (PAN: AAEC54870R)

both companies having their registered offices at 40, Strand Road, Kolkata 700001.

b) Developer: M/s Surreal Realty LLP (PAN: ACWFS7460C) having its registered office at Janki Mansion, 2<sup>nd</sup> Floor, 77/1A, Park Street, Kolkata 700016

- 7) The Owners and the Developer hereby agree to abide by all the rules and regulations to be framed by the society and/or association and/or organization for management of the complex and hereby give their consent to abide by the same.
- 8) The Owners shall not be liable for any Income Tax or any other taxes in respect of sale of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, costs charges and expenses in respect thereof. Similarly, the Developer shall not be liable for any Income Tax or any other taxes in respect of sale of the Owner's Allocation and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 9) Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the Property or any part thereof to the Developer by the Owners or as creating any right, title or interest therein in the favour of the Developer except for the right to develop the Property in terms of this agreement provided however the Developer shall be entitled to borrow money from any bank or banks without creating any financial liability on the Owners and it is being expressly agreed and understood that in no event either the Owners or the Owner's Allocation or any of their estate shall be responsible and/or be made liable for payment of any dues to such Bank or Banks and for that purpose the Developer shall keep the Owners indemnified against all actions, suits, proceedings, costs, charges and expenses.
- 10) As and from the date of completion of construction of New Building, the intending purchasers and the Owners shall each be liable to pay and/or bear proportionate charges on account of all taxes payable in respect of their respective Units.





✓  
District Sub-Registrar-III  
Alipore, South 24 Parganas  
26 AUG 2016

- 11) Service tax and any other taxes, levies, cess etc. becoming payable on the Developer's allocation and/or owner's allocation will be paid by the respective parties in accordance with law.

#### **ARTICLE XII: JOINT MARKETING**

- 1) Parties hereto are free to sell their respective shares independently, however either party shall have to adhere to a mutually agreed marketing plan, which shall include amongst other items uniform pricing mechanism and mode of payment and payment of appropriate brokerages to the broking houses or broker who shall be causing such sales.
- 2) In the event the Owners requests the Developer to sell Owner's allocation, then the Owners shall be liable to pay a marketing fee which shall amount 2% of the entire sale proceeds, which shall cover the Developers administrative costs and brokerage to be paid on account of such sale.


#### **ARTICLE - XIII: FORCE MAJEURE**

- 1) The Parties hereto shall not to be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the force majeure and shall be suspended from the obligations during the tenure of the force majeure.
- 2) Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lockout and/or any other circumstances beyond the control of the parties hereto.

#### **ARTICLE XIV: DOCUMENTATION & LEGAL FEES**

- 1) All the Agreements, Deeds and other documents for transfer of the Owner's allocation and the Developer's allocation shall be prepared by the Advocate of the Developer.
- 2) The Legal Charges calculated @ Rs. 20.00 per square feet shall be payable by the intending Purchasers of both the Owner's allocation and the Developer's allocation to the Developer in the manner following:
  - a) 50% at the time of execution of the Agreement.
  - b) 50% at the time of handing over possession or execution and registration of the Sale Deed whichever is earlier.



  
District Sub-Registrar-III  
Alipore, South 24 Parganas

26 AUG 2016

**ARTICLE XV: ARBITRATION**

- 1) Subject to reasons of Force Majeure, in the event the Developer fails and/or neglects to complete and finish the new building and/or blocks of building within a period as specified hereinabove from the date of this agreement.
- 2) The Owners shall be entitled to refer the matter to Arbitration as provided for in this Agreement for redressal of the grievances of the Owners and the decision of the Arbitrator shall be binding on the Parties.
- 3) In the event the Owners fails and/or neglects to perform any of their obligations under this agreement, then the Developer shall be entitled to refer the matter to Arbitration as provided for in this Agreement, for redressal of the grievances of the Developer and the decision of the Arbitrator shall be binding on the Parties.
- 4) In case of such disputes and/or differences arise between the parties in respect of this agreement or in respect of any matter in connection with the construction of the multi-storied building(s) at the said Property or in respect of interpretation or construction of any of the terms and conditions herein contained or any matter connected herein the same shall be referred to Arbitration of the Sole Arbitrator to be appointed in terms of the Arbitration and Conciliation Act, 1996 and whose decision shall be final and binding on the parties. The arbitration proceeding shall be conducted by the said Arbitrator in Kolkata and the Arbitrator shall be entitled to publish interim or summary award. The Arbitration shall be conducted by the said Arbitrator under the provisions of the Arbitration and Conciliation Act 1996 or any other enactment or modification thereof. The language of Arbitration shall always be English only.

**ARTICLE XVI: JURISDICTION**

- 1) The Courts at Kolkata alone shall have the jurisdiction to entertain and try all actions suits and proceedings arising out of this agreement.



  
District Sub-Registrar-III  
Alipore, South 24 Parganas

26 AUG 2011

## ARTICLE XVII: GENERAL CLAUSES

- 1) This Agreement is being executed simultaneously in counterparts, each of which shall be deemed to be an original and both of which shall constitute on instrument and agreement between the parties.
- 2) 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 both the parties and expressly referring to the relevant provision of this Agreement.
- 3) Any notice, consent, approval, demand, waiver or communication required or permitted hereunder shall be in writing and shall be deemed given/effective if delivered to the person personally, at the time of delivery or if sent by registered mail, with postage and registration fees thereon prepaid on the 5th business day following delivery of such notice to the postal service addressed as mentioned herein above, unless any change in address is communicated in writing by the either Party to the Other.

### THE FIRST SCHEDULE ABOVE REFERRED TO:

#### **Part I**

ALL THAT piece or parcel of land measuring 7 Cottahs 7 Chittaks and 23 square feet be the same a little more or less comprised in Mouza Laskarhat, J.L. No. 11 under Khatian Nos. 49 and 50, Dag Nos. 72, 73 and 74, P.S. Tiljala, being the premises recorded in Kolkata Municipal Corporation as premises No. 170D, Picnic Garden Road, Kolkata 700039, Ward No. 66, P. S. Tiljala, P.O-Tiljala, of the Kolkata Municipal Corporation being butted and bounded in the manner as follows:

On the North	:	By Premises No.170A Picnic Garden Road.
On the East	:	By Premises No.171/2 Picnic Garden Road.
On the South	:	By Premises No.170 Picnic Garden Road.
On the West	:	8' wide Common passage & other's land

#### **Part II**

ALL THAT piece or parcel of land admeasuring 3 Cottahs 10 Chittack 26 square feet be a little more or less and comprised within Mouza Naskarhat, J.L. No. 11, Dag No. 71, Khatian No. 162/2 which is recorded in the municipal record as premises No. 171A/1C, Picnic Garden Road, Kolkata-39, within Ward No. 66, P.S. Tiljala PO-Tiljala of the Kolkata Municipal Corporation being butted and bounded in the manner as follows:



*[Handwritten signature]*

District Sub-Registrar-III  
Alipore, South 24 Parganas

26 AUG 2018

On the North	:	By Premises No.171/2 Picnic Garden Road.
On the East	:	6' common passage
On the South	:	By Picnic Garden Road.
On the West	:	Land and structure of Khagen Naskar & others.

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

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

ALL THAT piece or parcel of land measuring 11 (Eleven) Cottahs 2 (Two) Chittacks and 4 (Four) Square Feet be the same a little more or less (on physical measurement 11 Cottahs 2 Chittacks and 42 Square Feet) comprised in and being R.S. Dags No.71, 72,73 & 74, J.L.No.11 R.S. No.151 Mouza Naskarhat under Khaitan No.49,50 and 162/2 Touji No.2998 Police Station Tiljala within the limits of the Kolkata Municipal Corporation Ward No.66 being premises No.170D Picnic Garden Road, PO - Tiljala , Kolkata – 700039 (amalgamated plot of Premises No.171A/1C & 170D, Picnic Garden Road) and butted and bounded in the manner following,

On the North	:	By Premises No.170A Picnic Garden Road.
On the East	:	By Premises No.171/2 Picnic Garden Road.
On the South	:	By Picnic Garden Road.
On the West	:	By Premises No.170 Picnic Garden Road & Common passage.

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

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(Common Areas and Installations)**

1. Staircase on all the Floors & Roof including common coridor/passage/landings on all floors.
2. Lift.
3. Lift Machine Room, lift duct, landing etc.
4. Common passage and lobby on the upper floors & ground floor, except the area reserved for car parking, and for any other purpose.





District Sub-Registrar-III  
Alipore, South 24 Parganas

26 AUG 2016

5. Driveways and Pathways for ingress to or egress from the said Flat including appurtenant area thereof.
6. Water Pump, Water tank (overhead and underground), Water pipes and other common plumbing Installation including drainage, sewerage pipes along with the duct.
7. Deep Tube Well.
8. Drainage and Sewerage.
9. Duct.
10. Elegant Outdoor Elevations and its Area.
11. Intercom & Security Camera Installations
12. Roof Terrace for Recreation.
13. Boundary Wall.
14. Common space for installation of Meter electrical wiring and Fittings
15. Generator at an additional cost to be shared by all the Purchasers proportionately.
16. Community Hall in the building
17. Generator at an additional cost to be shared by the Purchasers proportionately
18. Common toilet(s) in the ground floor
19. Boundary walls
20. Lift Machine Room, lift duct, landing etc.
21. Wiring, fittings, lighting and accessories for lighting of lobbies, staircase and other Common Portions of the Said Complex/Building.
22. Elegant Outdoor Elevations and its Area.
23. Well-designed Letter Boxes
24. Transformer and Electric Panel, if required and installed.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(Specifications of Construction)**

**(Fittings and fixtures to be provided in the Unit)**

<b>Foundation</b>	Reinforced Concrete Cement structure with pile Foundation Anti-Termite System on plinth level
<b>Wall Finish</b>	Interior: Conventional brickwork and/or AAC Blocks with Cement Plaster and POP/Putty Finish Exterior: Weather Proof Paint with Normal/Texture Finish
<b>Flooring</b>	Main Lobby: Marble/Granite



✓  
District Sub-Registrar-III  
Alipore, South 24 Parganas

26 AUG 2016

Floor Lobby:	Premium Vitrified Tiles
Stairways:	Tiles/Stone
Bedroom:	Premium Vitrified Tiles
Living & Dining:	Large Vitrified Tiles
Kitchen:	Anti-Skid Tiles
Toilet:	Anti-Skid Tiles

### Kitchen

Granite/Marble Platform with honed edges  
 Stainless Steel Sink & Jaguar or equivalent CP Fittings  
 Dado of glazed tiles up to 600mm. above the counter and/or platform  
 Electric point for Refrigerator, Water purifier, Exhaust Fan

### Toilet

Glazed tiles on the walls up to door height.  
 Sanitary ware of Parryware /Hindware or equivalent make  
 CP fittings of Jaguar/Grohe/Fina/Hindware or equivalent make  
 Electrical point for Geyser & Exhaust Fan  
 Plumbing provision for Hot/Cold water line

### Doors & Windows

Door Frame made of seasoned and treated wood  
 Main Door: 35mm thick flush shutters having spirit polish  
 teak veneer finished on one side  
 Other Doors: Solid core Flush doors with fittings of reputed make

Windows: Anodized and/or Powder Coated Aluminium Sliding windows with clear glass.

### ROOFING

4' thick R.C.C slab treated to resist heat and damp and with tiles flooring

### Electricals

AC points in Living Room and all the Bedrooms  
 Telephone wiring in Living/Dining and all bedrooms  
 TV and Cable TV points in living room and all bed rooms



*[Handwritten signature]*

District Sub-Registrar-III  
Alipore, South 24 Parganas

26 AUG 2016

Adequate Plug Points in all bedrooms, Living, Dining, Kitchen,  
 Toilets  
 Concealed Electrolytic Copper wiring of one of the top brands  
 Light Points (Adequate) & Fan Points (3 in living, Dining, 1 in  
 kitchen, balcony and bedroom each)  
 Door Bell point at the Flat entrance  
 Modular switches of Wipro/ABB or equivalent make

**Common Installations**

**Lighting**

Overhead Illumination for compound and street lighting  
 Necessary Illumination in all lobbies, staircases & common  
 areas

**Elevators**

2 Lifts of reputed make


**Diesel Generators**

Backup for common area lighting, pumps, lifts and flats  
 (minimum 500W back up per flat)

**Hitech Security**

Closed Circuit camera with monitors at vigilance workstation  
 Connection of Intercom/EPABX in the building to each  
 individual flat



  
District Sub-Registrar-III  
Alipore, South 24 Parganas

26 AUG 2016

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

SIGNED, SEALED AND DELIVERED by the said OWNERS at Kolkata in the presence of:

- 1) Binash Chaudhary  
9, Old Post office Street,  
Kd-1
- 2) Dipanjan Sarker.  
9, Old Post office Street  
Kd - 700001

FOR PALAK MERCANTILE PRIVATE LIMITED

*[Signature]*  
Director

FOR SIDHANT FINCOM PRIVATE LIMITED  
FOR SIDHANT FINCOM PRIVATE LIMITED

*[Signature]*  
Director

Director

SIGNED, SEALED AND DELIVERED by the said DEVELOPER at Kolkata in the presence of:

- 1) Dipanjan Sarker.
- 2) Binash Chaudhary

Drafted by me:

*[Signature]*  
Advocate

High Court, Calcutta

Enrolment No : *W/970/2009*

Surreal Realty LLP

*[Signature]*  
Partner





A handwritten signature or mark in blue ink, consisting of a stylized, sweeping stroke that resembles a checkmark or a signature.

District Sub-Registrar-III  
Alipore, South 24 Parganas

26 AUG 2016

## MEMO OF CONSIDERATION

RECEIVED from the withinnamed developer, a sum of Rs. 1,00,000/- (Rupees- one lac) only being the refundable security deposit.

SIGNED AND DELIVERED by the  
Withinnamed – THE OWNERS

FOR PALAK MERCANTILE PRIVATE LIMITED  
FOR PALAK MERCANTILE

*[Signature]*  
Director  
Director

*[Signature]*

In Presence of:

- 1) *Sinash Chaudhary*  
9, old Post office Street,  
K-1-1
- 2) *Dipantam Lakkar.*  
9, old Post office Street  
K-1-70001

FOR SIDHART FINECOM PRIVATE LIMITED

*[Signature]*  
Director

SPECIMEN FORM FOR TEN FINGER PRINTS



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature \_\_\_\_\_



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature \_\_\_\_\_



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature \_\_\_\_\_



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



✓

District Sub-Registrar-III  
Alipore, South 24 Parganas

26 AUG 2010

GOVERNMENT OF WEST BENGAL  
FINANCE ( REVENUE ) DEPARTMENT  
OFFICE OF THE DISTRICT REGISTRAR, SOUTH 24-PARGANAS  
ALIPORE, KOLKATA-700027

Date. 10/8/2016

Memo No. 1345

From : The District Registrar, South 24-Parganas.

To: The District Sub-Registrar-III, Alipore, South 24-Parganas

Sub: Extension of time.

With reference to his Memo No. 123 dated 2/8/2016 permission is hereby accorded for acceptance of the presentation of the Deed of Development Agreement at his office executed by Vivek Kumar Singhania, Sandeep Poddar and Arvind Kumar Meharia register the document on payment of Fine at the tune of 10 ( ten ) times the amount of proper Registration Fees u/s 25 (1) read with 39 of the W.B. Registration Rules and Sec 34 ( 1 ) of the Registration Act as the delay in presentation has exceeded four months but not exceeded eight months after the statutory period of execution. The said fines shall be inclusive of the proper Registration Fees .

  
District Registrar  
South 24-Parganas.  
10/8/16

Memo No. 123 dt. 02.08.2016



Government of West Bengal  
Directorate of Registration & Stamp Revenue  
Acknowledgment Slip  
(Prayer for Delay in Presentation)

Prayer No / Year	DPA-1603002742/2016	Prayer Date	8/2/2016 2:40:00 PM.
Query No / Year	16030000990455/2016		
Type of Deed	[0110] Sale, Development Agreement or Construction agreement		
Reason of Delay	physically ill		
Date of Execution	11/01/2016		
Remarks of ADJR	forwarded for approval		

*Uchasan*

(Registration Officer)

2.8.16

District Sub-Registrar-III  
Alipore, South 24 Parganas

**JOYJIT ROY CHOUDHURY**  
**A D V O C A T E**

High Court, Calcutta

Office: C/O Meharia Conosrtium  
9, Old post Office Street  
Ground Floor,  
Kolkata - 700001.

Dated: 29<sup>th</sup> July, 2016

**To,**

**THE DISTRICT SUB REGISTRAR -III**

District Registration Office

Alipore

South 24 Parganas

**Sub:** Application with prayer for permission for registration of Development agreement dated 11.01.2016

**Client Name:** M/s Surreal Realty LLP a Limited Liability Partnership formed and governed under the LLP Act of 2008 and having its registered office at 77/1A, Park Street, Kolkata 7000016.

Dear Sir,

Under instruction and on behalf of my client I do hereby state you as follows-

1. That, my client has entered into an development agreement on 11<sup>th</sup> January 2016 with the owners of the land as mentioned in the schedule below namely M/s Sidhant Fincorn Private Limited and M/s Palak Mercantile Private Limited both companies formed under the Companies Act of 1956 and having their registered offices at 40, Strand Road, Kolkata 700001.

A Copy of the Said agreement is annexed herewith and marked with Letter "A".

**JOYJIT ROY CHOUDHURY**  
A D V O C A T E

---

High Court, Calcutta

Office: C/O Meharla Conosrtium  
9, Old post Office Street  
Ground Floor,  
Kolkata - 700001.

Dated: 29<sup>th</sup> July, 2016

2. That after execution of the Development agreement my client could not present the said Development agreement for registration before you due to the health problem of the authorized signatory/director of the owners Company coupled with some unavoidable circumstances.
3. That, now I on behalf of my client further informing you that I have applied online for the Requisition for registration of the Said Development Agreement vide E requisition application / Query No 16030000990456/2016 dated 16.07.2016 and obtained the E - Requisition.

A Copy of the Said E- requisition is annexed herewith and marked with Letter "B".

4. That, in the above circumstances I on behalf of my client do hereby praying before you to allow my client to present the said development agreement for registration upon payment of penalty according to the Provision of Registration Act and/or as you deem fit and proper.
5. That, it is prayed before you to allow the aforetasted prayer and pass necessary order in view of the statement made above.

**SCHEDULE**

ALL THAT piece or parcel of land measuring 11 (Eleven) Cottahs 2 (Two) Chittacks and 4 (Four) Square Feet be the same a little more or less (on physical measurement



**JOYJIT ROY CHOUDHURY**  
**A D V O C A T E**

High Court, Calcutta

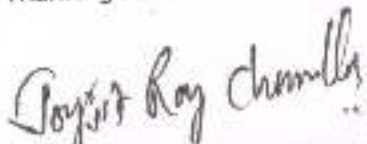
Office: C/O Meharla Conosrtium  
9, Old post Office Street  
Ground Floor,  
Kolkata - 700001.

Dated: 29<sup>th</sup> July, 2016

11 Cottahs 2 Chittacks and 42 Square Feet) comprised in and being R. S. Dags No.71, 72,73 & 74, J. L. No. 11 R. S. No. 151 Mouza Naskarhat under Khaitan No. 49, 50 and 162/2 Touzi No. 2998 Police Station Tiljala within the limits of the Kolkata Municipal Corporation Ward No.66 being premises No. 170D Picnic Garden Road, Kolkata 700039 (amalgamated plot of Premises No. 171A/1C & 170D, Picnic Garden Road), and butted and bounded in the manner following, that is to say :-

On the North : By Premises No. 170A Picnic Garden Road.  
On the East : By Premises No. 171/2 Picnic Garden Road.  
On the South : By Picnic Garden Road.  
On the West : By Premises No. 170D Picnic Garden Road & Common passage.

Thanking You

  
**JOYJIT ROY CHOUDHURY**

**ADVOCATE**

Enclo: As above

Development Agreement dated *11th January* 2015

**M/S SUDHANT FINCON (P) LTD & Ann.**

**And**

**M/S Surreal Realty LLP.**

**Plt: 17/11 Pienie Garden Road, Kolkata 700039**

**MEHARJA REID & ASSOCIATES**

**9, OLD POST OFFICE STREET, GROUND FLOOR**

**KOLKATA 700011**

## Major Information of the Deed

Deed No :	I-1603-04140/2016	Date of Registration	8/26/2016 4:12:53 PM
Deed No / Year	1603-0000990456/2016	Office where deed is registered	
Deed Date	16/07/2016 9:40:54 AM	D.S.R. - III SOUTH 24-PARGANAS, District, South 24-Parganas	
Applicant Name, Address & Other Details	Joyjit Roychoudhury 9, Old Post Office Street Kolkata, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001. Mobile No. : 9874933559, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,00,000/-]		
Set Forth value	Market Value		
Rs. 1,00,000/-	Rs. 2,59,47,113/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,121/- (Article:48(g))	Rs. 11,132/- (Article:E, E, B, M(b), H)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip (Urban area)		

### Land Details :

District: South 24-Parganas, P.S.- Tiljala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Picnic Garden Road, Road Zone : (Kusthia More(W-66) – PG 3rd Lane and Rest

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		11 Katha 2 Chatak 4 Sq Ft	1,00,000/-	2,59,47,113/-	Property is on Road
<b>Grand Total :</b>					<b>18.3654Dec</b>	<b>1,00,000 /-</b>	<b>259,47,113 /-</b>	

### Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>M/S SIDHANT FINCOM (P) LTD</b> 40, Room No. 64, 2nd Floor,, Strand Road, P.O:- Burrabazar P.S:- Burrabazar, District:-Kolkata, West Bengal, India, PIN - 700001 PAN No. AAEC54870R, Status :Organization, Executed by: Representative
2	<b>M/S PALAK MERCANTILE (P) LTD</b> 40, Room No. 64, 2nd Floor,, Strand Road, P.O:- Burrabazar, P.S:- Burrabazar, District:-Kolkata, West Bengal, India, PIN - 700001 PAN No. AABCP6852H, Status :Organization, Executed by: Representative

### Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>M/S Surreal Realty LLP</b> Janki Mansion, 2nd Floor, 77/1, P.O.- Park Street, P.S:- ParkStreet, District:-South 24-Parganas, West Bengal, India, PIN - 700016 PAN No. ACWFS7460C, Status :Organization

**Representative Details :**

Name, Address, Photo, Finger print and Signature

Name	Photo	Finger Print	Signature
<b>Mr Vivek Kumar Singhania</b> Son of Mr Sajjan Kumar Singhania Date of Execution - 11/01/2016, , Admitted by: Self, Date of Admission: Aug 26 2016 , Place of Admission of Execution: Office	 Aug 26 2016 11:30AM	 LTI Aug 26 2016 11:30AM	 Aug 26 2016 11:30AM

16/1,, Dover Lane, P.O:- Rashbehari Avenue, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700029, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ALCPS8705R, Status : Representative, Representative of : M/S SIDHANT FINCOM (P) LTD (as Authorised Person)

Name	Photo	Finger Print	Signature
2 <b>Mr Sandeep Poddar</b> Son of Mr Chandra Kumar Poddar Date of Execution - 11/01/2016, , Admitted by: Self, Date of Admission: Aug 26 2016 , Place of Admission of Execution: Office	 Aug 26 2016 11:29AM	 LTI Aug 26 2016 11:29AM	 Aug 26 2016 11:29AM

5A Old Ballygunj 2nd Lane, P.O:- Ballygunj, P.S:- Karaya, District:-South 24-Parganas, West Bengal, India, PIN - 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AERPP5137N, Status : Representative, Representative of : M/S PALAK MERCANTILE (P) LTD (as Authorised Signatory)

Name	Photo	Finger Print	Signature
3 <b>Mr Arvind Kumar Meharia</b> Son of Mr Hanuman Prasad Meharia Date of Execution - 11/01/2016, , Admitted by: Self, Date of Admission: Aug 26 2016 , Place of Admission of Execution: Office	 Aug 26 2016 11:27AM	 LTI Aug 26 2016 11:27AM	 Aug 26 2016 11:28AM

19/4, Ballygunj Park Road, P.O:- Ballygunj, P.S:- Karaya, District:-South 24-Parganas, West Bengal, India, PIN - 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AEKPM7842Q, Status : Representative, Representative of : M/S Surreal Realty LLP (as Designated Partner)

**Identifier Details :**

Name & address

Mr Manoj Mahato  
 Son of Late N Mahato  
 7B, Kiron Sankar Roy Road(Hastings Street), P O:- GPO, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , Identifier Of Mr Vivek Kumar Singhania, Mr Sandeep Poddar, Mr Arvind Kumar Meharia

ROYCHOUDHURY

AMAL ROYCHOUDHURY

10E KATWA KHUTI LANE, P.O:- BHAWANIPORE, P.S:- Kalighat, Kolkata, District:-South 24-Parganas, West Bengal,  
PIN - 700025, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, Identifier Of Mr Vivek Kumar  
Singhania, Mr Sandeep Poddar, Mr Arvind Kumar Meharia

### Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	M/S SIDHANT FINCOM (P) LTD	M/S Surreal Realty LLP-9.18271 Dec
2	M/S PALAK MERCANTILE (P) LTD	M/S Surreal Realty LLP-9.18271 Dec

### Endorsement For Deed Number : I - 160304140 / 2016

On 02-08-2016

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,59,47,113/-

*U.K. Basu*

Utpal Kumar Basu  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-  
PARGANAS  
South 24-Parganas, West Bengal

On 26-08-2016

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

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

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

Presented for registration at 11:20 hrs on 26-08-2016, at the Office of the D S.R. - III SOUTH 24-PARGANAS by Mr Vivek Kumar Singhania .

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

Execution is admitted on 26/08/2016 by Mr Vivek Kumar Singhania Authorised Person, M/S SIDHANT FINCOM (P) LTD, 40, Room No. 64, 2nd Floor., Strand Road, P.O:- Burrabazar, P.S:- Burrobazar, District -Kolkata, West Bengal, India, PIN - 700001

Indetified by Mr JOYJIT ROYCHOUDHURY, Son of Late AMAL ROYCHOUDHURY, 10E KATWA KHUTI LANE, P.O: BHAWANIPORE, Thana: Kalighat, City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700025, By caste Hindu, By Profession Advocate

Execution is admitted on 26/08/2016 by Mr Sandeep Poddar: Authorised Signatory, M/S PALAK MERCANTILE (P) LTD, 40, Room No. 64, 2nd Floor., Strand Road, P.O:- Burrabazar, P.S:- Burrobazar, District -Kolkata, West Bengal, India, PIN - 700001

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2016, Page from 125461 to 125511  
being No 160304140 for the year 2016.



UK Basu

Digitally signed by UTPAL KUMAR BASU  
Date: 2016.08.29 14:25:32 +05:30  
Reason: Digital Signing of Deed.

(Utpal Kumar Basu) 29/08/2016 14:25:30  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)

AMAL ROYCHOUHURY, Son of Late AMAL ROYCHOUHURY, 10E KATWA KHUTI LANE, P.O:  
SHIVASAPUR, Thana Kalghat, City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700025,  
By: \_\_\_\_\_, Profession: Advocate

Executed at Kolkata on 26/08/2016 by Mr Arvind Kumar Meharia - Designated Partner, M/S Surreal Realty LLP, Janki  
Bansari, Janki Road, T.N., P.O.- Park Street, P.S.- Park Street, District-South 24-Parganas, West Bengal, India, PIN -  
700016.

AMAL ROYCHOUHURY, Son of Late AMAL ROYCHOUHURY, 10E KATWA KHUTI LANE, P.O:  
SHIVASAPUR, Thana Kalghat, City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700025,  
By: \_\_\_\_\_, Profession: Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 11,132/- ( B = Rs 10,890/- ,E = Rs 210/- ,H =  
Rs.20/- ,M = Rs 4/- ) and Registration Fees paid by Cash Rs 11,132/-

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Draft Rs 40,021/-,  
by Stamp Rs 100/-

**Description of Stamp**

1 Stamp: Type: Impressed, Serial no 669456, Amount: Rs.100/-, Date of Purchase: 26/12/2015, Vendor name: M H  
Pak

**Description of Draft**

1 Draft(8554) No: 000427367741, Date: 26/08/2016, Amount: Rs 40,021/-, Bank: STATE BANK OF INDIA (SBI), high  
court kolkata

*U.K. Basu*

**Utpal Kumar Basu  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-  
PARGANAS  
South 24-Parganas, West Bengal**