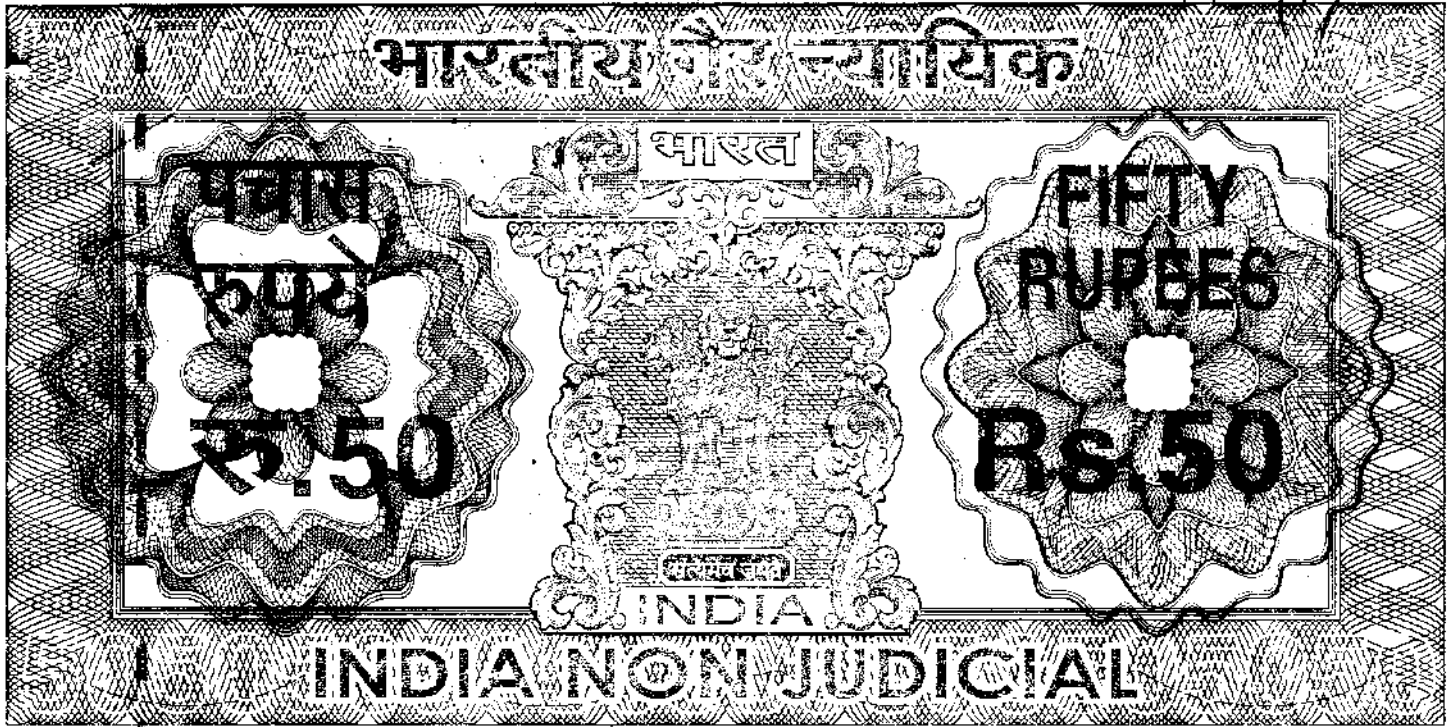


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Certified that the document is admitted to registration. The signature sheet / sheet's & the endorsement sheet/sheet's attached with this document's are the part of this document.

Additional District Sub-Registrar
Rajarhat New town, North 24-Pgs.
22 AUG 2019

Sanjay Saha
Bikash Saha

THIS AGREEMENT made on this 13th day of August Two Thousand and Nineteen

BETWEEN

1) SANJAY SAHA son of Shri Bikash Saha, by faith Hindu, occupation businessman, residing at A/4/5 Laboni Estate, Salt Lake City, Kolkata-700064 Post Office Labony, Police Station Bidhannagar North, (having PAN BGFPS1301C); and

Sanjay Saha

*

84206

DSP LAW ASSOCIATES

Advocate

4D, Nicco House,

1B & 2, Hero Street, Kolkata-700001

NAME _____

ADD. _____

Rs. _____

31 JUL 2019

SURANJAN MIKHERJEE
 Licensed Stamp Vendor
 C. C. Court
 2 & 3, K. S. Roy Road, Plot-1

26 000/-

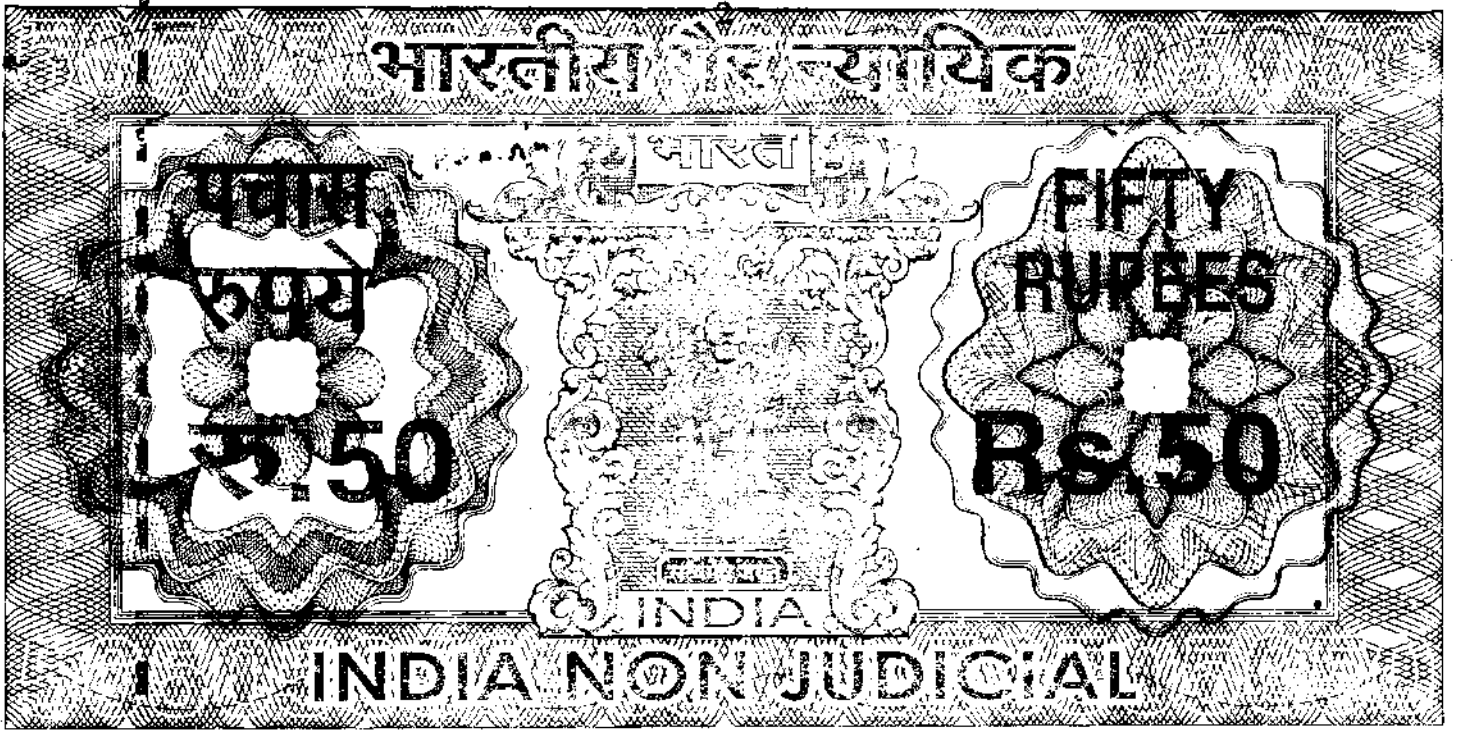
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31 JUL 2019



Additional District Sub Registrar
Calcutta, New Town, North 24 Parganas

13 AUG 2019



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

Z 363102

- (2) (SMT.) RAKHI SAHA wife of Shri Bikash Saha, by faith Hindu, occupation Self-Employed residing at A/4/5 Laboni Estate, Salt Lake City, Kolkata-700064 Post Office Labony Police Station Bidhanagar North, (having PAN ALQPS3814F)

Hereinafter jointly referred to as "the OWNERS" (which term or expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective heirs, executors, administrators, legal representatives and/or assigns) of the ONE PART;

R.S.

84206A

DSP LAW ASSOCIATES
Advocate
4D, Nicco House,
18 & 2, Hare Street, Kolkata-700001

NAME	
ADD.	4D, Nicco House, 18 & 2, Hare Street, Kolkata-700001
31 JUL 2019	
SURANJAN MUKHERJEE	
Licensed Stamp Vendor	
C. C. Court	
2 & 3, K. S. Roy Road, Kt-1	

Handwritten signature/initials

31 JUL 2019
31 JUL 2019



Additional District Sub-Registrar
Calcutta, New Town, North 24-Pgs


13 AUG 2019

AND

UTSAV VINIMAY PRIVATE LIMITED (CINU51109WB2005PTC104119), a Company incorporated under the Companies Act, 1956 having its Registered Office at 14, Netaji Subhas Road, 4th Floor, Kolkata -700001 (having PANAAACU8248B), represented by its Authorized Signatory Mr. Rajib Pradhan son of Mr. Brindaban Pradhan of 27/1, Rashik Krishna Banerjee Lane, Salkia, Post Office Salkia, Police Station Malipanchghara, Howrah – 711106 (having PAN COIPP5916C) hereinafter referred to as “**the DEVELOPER**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors, successors-in-office/interest and/or assigns) of the **OTHERPART**;

ARTICLE-I # DEFINITIONS:

- 1. DEFINITIONS:** Unless in this agreement there be something contrary or repugnant to the subject or context:-
- i) **“Agreed Ratio”** shall mean the ratio of sharing in several matters, which are specifically referred to herein between the Owners and the Developer, which shall be 41% (forty-one percent) to the account of the Owners and 59% (fifty-nine percent) to the account of the Developer.
 - ii) **“Appropriate Authorities”** shall mean the Central or State Government or any Department thereof and includes any Local Authority or Statutory Bodies or authorities having jurisdiction including Bidhannagar Municipal Corporation, municipal authority, Planning Authority, Development Authority, B.L.&L.R.O., D.L.&L.R.O., Collector, electricity provider, water providers, utility providers, Police Authorities, Pollution Control Authorities, Fire Service Authorities and shall also include any Government Company.
 - iii) **“Building Plans”** shall mean the one or more Building Permits and Plans from time to time issued and sanctioned by the Bidhannagar Municipal Corporation and/or any other Appropriate Authorities for construction of New Building or any of them at the Subject Property or at any parts or portions thereof and shall include all modifications and/or alterations to such plans made in terms hereof as also all extensions and/or renewals thereof.
 - iv) **“Common Areas and Installations”** shall mean such parts, portions and areas in the Subject Property which the Developer may subject to the clarification hereinafter mentioned in this clause from time to time identify and earmark for common use by all or any one or more of the Owners and/or the Transferees or any other person in common with the Developer and include any variations or relocations thereof as may be made by the Developer with intimation to the Owners. A list of tentative Common Areas and Installations is given in the **THIRD SCHEDULE** hereto. It is clarified

 R.S.





ADDITIONAL DISTRICT SUB REGISTRAR
BELARHAT NEW TOWN, NORTH 24 PARGANAS

3 AUG 2019

that immediately after sanction of the plan, the common areas shall be identified by the parties mutually and any change variation or relocation thereafter in the common areas or installations for the Non Residential Areas of the New Building in which the Immediate Separately Allocable Areas of the Owners are to be located, shall be done with prior written consent of the Owners which shall not be unreasonably withheld.

- v) **“Common Purposes”** shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the Transferees; collection and disbursement of the common expenses; the purpose of regulating mutual rights, obligations and liabilities of the Transferees; and dealing with all matters of common interest of the Transferees;
- vi) **“Complex or Building Complex”** shall mean the Subject Property and the single or multipurpose development thereof to be caused by the Developer and include the building, constructed and open spaces etc., as may be planned by the Developer thereat.
- vii) **“Developer’s Allocation”** shall mean and include (a) the areas, portions and shares of and in the Separately Allocated Areas to be allotted to the Developer, (b) 59% of the Realizations to belong to the Developer and (c) all other properties and rights belonging to the Developer in terms hereof.
- viii) **“Extras and Deposits”** shall mean the amounts mentioned in **SIXTH SCHEDULE** hereto subject to any variations as per Clause 9.8 hereto.
- ix) **“Encumbrances”** shall include mortgages, charges, security interest, liens, lis pendens, attachments, leases, tenancies, occupancy rights, uses, debutters, trusts, acquisition, requisition, vesting, bargadar, demands and liabilities whatsoever;
- x) **“Owners’ Allocation”** shall mean and include (a) the areas, portions and shares of and in the Separately Allocated Areas to be allotted to the Owners, (b) 41% of the Realizations to belong to the Owners and (c) all other properties and rights belonging to the Owners in terms hereof.
- xi) **“Force Majeure”** shall mean any event or combination of events or circumstances beyond the control of a Party, which cannot be prevented or caused to be prevented, and which materially and adversely affects a Party’s ability to perform obligations under this Agreement including (a) Acts of God i.e. fire, draught, flood, earthquake, storm, lightning, epidemics and other natural disasters; (b) Explosions or accidents, air crashes; (c) General strikes and/or lock-outs (not being any strike or lockout by agents or staff of the

R. R. S.





Additional District Sub Registrar
Gairhat, New Town, North 24 Parganas

3 AUG 2019

Developer or its appointee at the construction site), civil disturbances, curfew etc.; (d) Civil commotion, insurgency, war or enemy action or terrorist action; (e) Change in Law, Rules and Regulations, injunctions, prohibitions, or stay granted by court of law, Arbitrator, Government (otherwise than due to any ultimately proven default or breach of the party claiming benefit of the Force Majeure); and (f) Non functioning of any existing or new Appropriate Authority due to any reason whatsoever;

- xii) **“Internal Agreed Proportion”** shall mean the proportion of sharing of the Owners’ Allocation inter se amongst the Owners as mentioned in the **THIRD SCHEDULE** hereto;
- xiii) **“Management Company”** shall mean and include a Company to be formed by the Owners and the Developer jointly having share therein in the Agreed Ratio, who shall be responsible for the management and shall be entitled to deal with the common area until handing over to the Association of the Co-owners.
- xiv) **“New Building”** shall mean the one or more buildings and/or other structures that may be constructed by the Developer from time to time at the Subject Property.
- xv) **“Owners’ Named Representative”** shall mean Mr. Sanjay Saha, the Owner No.1, unless changed by the Owners in terms of clause 12.1.8 hereto.
- xvi) **“Realization”** shall mean and include the amounts received against Transfer of the Units, Parking Spaces and other Transferable Areas (other than Separately Allocable Areas) from time to time including the consideration for Transfer and for Floor Rise Escalation and PLC and any other amount on any account received against any Transfer; but shall not include any amounts received on account of (a) GST or other applicable taxes and (b) Extras and Deposits;
- xvii) **“Separately Allocable Areas”** shall mean those Transferable Areas to be identified and allocated to the parties as provided for in clause 7.4 hereto.
- xviii) **“Subject Property”** shall mean the pieces or parcels of land fully described in the **FIRST SCHEDULE** hereunder written and include all existing buildings and structures thereat and also include all easements, appendages and appurtenances thereof or relating thereto.
- xix) **“Time for Construction”** shall mean 30 (thirty) months from date of sanction of Building Plans and grant of approval necessary to commence construction under The West Bengal Housing Industries Regulation Act, 2017 or The Real Estate Regulations Act, or any other law if promulgated or amended in future, and there shall be a grace period of 6 (six) months. The

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Additional District Secretary
New Town, North 24

13 AUG 2015

time for obtaining sanction of Building Plans shall be 1(one) year from the date of submission of plans for sanction, which the Developer shall submit the same for sanction within six months from the date of the Owners providing the NOC under the Urban Land (Ceiling & Regulation) act, 1976 and the plans the same are finalized by the parties in terms hereof and subject to the Owners providing all other plans, clearances, permissions, mutations, conversions, papers and no objection certificates required by the Developer from the Owner in writing for such submission for sanction prior to the submission of plans for sanction (as per the Owners' scope of obligations under Article IV hereto).

- xx) **“Transfer”** with its grammatical variation shall include transfer by sale, lease or any other means adopted by the Developer.
- xxi) **“Transferable Areas”** shall include Units, covered and open parking spaces, open and covered spaces at the Subject Property, land and all other areas, portions or shares comprised in or portion of the Subject Property capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise.
- xxii) **“Transferees”** shall mean and include all persons to whom any Transferable Areas are transferred or agreed to be so done.
- xxiii) **“Units”** shall mean and include-
 - a) **“Residential Units”** meaning the flats for residential use in any building at the Subject Property;
 - b) **“Non Residential Units”** meaning office spaces, shops, constructed/covered spaces or the like for use as commercial, assembly, educational, mercantile or any other use other than residential;

1.2. Interpretation:

- i) **Party:** In this Agreement, any reference to a party is to a party to this Agreement.
- ii) **Article, Clause, Schedule or Annexure:** In this Agreement, any reference to an Article or Clause or Schedule (other than to a schedule to a statutory provision) or Annexure is a reference to an Article, Clause, or Schedule or Annexure (as the case may be) of this Agreement and the Schedules and Annexures form part of and are deemed to be incorporated in this Agreement. Reference to any Article shall include the Clauses and Sub-clauses thereof and reference to any Clause or Schedule or Annexure shall include the parts, Clauses and sub-Clauses, as the case may be, thereof.

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Additional District Sub-Registrar
Meerut, New Town, North 24 Parganas

3 AUG 2019

- iii) **Include:** In this Agreement, any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- iv) **Headings:** In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any Clause and shall consequently not affect the construction of this Agreement.

ARTICLE-II # REPRESENTATIONS, BACKGROUND & RECITALS

2. BACKGROUND/REPRESENTATION:

2.1. BACKGROUND:

- 2.1.1. The Owners are the owners of the Subject Property as mentioned in the **FIRST SCHEDULE** hereunder written.
- 2.1.2. The Owners and the Developer had agreed to develop the Subject Property on mutually agreed terms as contained in a registered agreement between them dated 5th December 2017 and registered with Additional District Sub- Registrar in Book I Volume No. 1523-2017 Pages 358093 to 358093 Being No. 152311951 for the year 2017;
- 2.1.3. The Owners have not been able to obtain to comply with their title related obligations and the project could not commence despite the Developer having paid and incurred amounts on account of Security Deposit and other preparatory works in respect of plans. Misunderstanding arose between the parties with claims of the Developer. Further with the passage of time the nature of the New Building to be constructed has also undergone planning change leading to higher costs of the Developer which the Developer pointed out to the Owners. Ultimately due to intervention of common friends, the Owners could appreciate the Developer's perspective and it was decided that a new development agreement shall be entered between the parties on substantially the same terms and conditions as the earlier one but with change of share of the Owners (reduced to 41% from 50%) and Developer (increased from 50% to 59%) and certain other terms and conditions. Accordingly the parties are entering upon this agreement as hereinafter contained on execution whereof the earlier development agreement shall stand merged and extinguished into this agreement and this agreement shall be the only agreement between the parties hereafter.

- 2.2. **REPRESENTATIONS OF OWNERS:** The Owners repeat and reiterate that the Owners have represented and assured the Developer, inter alia, as follows:-

S. R. S.





National District Sur Registrar
Malabar, New Town, North 24-Pgs

13 AUG 2015

- i) That the Owners are presently the owners of the Subject Property with good marketable title free from all Encumbrances whatsoever and in khas vacant and peaceful possession thereof and the Subject Property is duly secured by boundary walls on all sides with a continuous 137 feet wide frontage directly alongside public road namely 211 Bus Route. The facts about the Owners deriving title to the Subject Property is represented and warranted by the Owners in the **SECOND SCHEDULE** hereto and the same are all true and correct. The Owners after having acquired the Subject Property have caused their names to be mutated in the relevant Land Records of the BL&LRO;
- ii) That the Subject Property is having or shall within the period agreed and stipulated hereunder have, all the attributes thereto as mentioned in Article IV hereto.
- iii) That the Owners have not prior to the execution of this agreement, entered upon any agreement or contract with any other person or persons in connection with the sale of the Subject Property or any part thereof or its development/ dealing with/transfer/lease/mortgage.
- iv) That the Owners have absolute unfettered and unqualified right to enter into this agreement with the Developer;
- v) That the Owners have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Subject Property or any part thereof can or may be impeached, encumbered or affected in title or would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement;
- vi) That the Owners have not at any time heretofore stood as Guarantors or Surety for any obligation, liability, bond or transaction whatsoever affecting or which could, directly or indirectly, affect the Subject Property;
- vii) Subject to the terms hereof, there is no difficulty in compliance of the obligations of the Owners hereunder

2.3. REPRESENTATIONS OF DEVELOPER: The Developer repeat and reiterate that the Developer have represented and assured the Owner, inter alia, as follows:-

- 2.3.1. The Developer is carrying on business of construction and development of real estate and has infrastructure, expertise and resources in this field.
- 2.3.2. The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.

S. R. S.

[Signature]



Affidavit District Sub-Insp...
New York, New York, North 24-100

3 AUG 2015

- 2.3.3. The Developer is capable to, and shall, obtain sanction of building plan and construct New Buildings at the Subject Property in accordance therewith at its own cost, charges and expenses and in terms of this agreement.
- 2.3.4. Subject to the terms hereof, there is no difficulty in compliance of the obligations of the Developer hereunder.
- 2.4. Relying on each other's aforesaid representations and assurances made and/or contained on the part of the respective Parties hereto and believing the same to be true and correct and acting on faith thereof, the Parties have respectively agreed to enter into this agreement to develop the Subject Property on and subject to the terms and conditions hereinafter contained

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

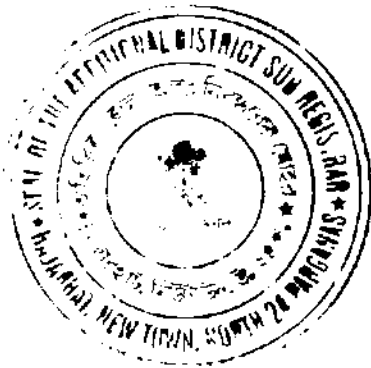
ARTICLE-III # BROAD AND BASIC TERMS AND CONDITIONS:

3. CONSIDERATION AND ENTITLEMENT OF THE PARTIES BROADLY:

- 3.1. The Owners hereby agree to provide the entirety of the Subject Property and hereby grants to the Developer exclusive rights and authority to develop the Subject Property and agrees that with effect from the date of execution hereof the Developer shall have the sole and exclusive rights, authorities and entitlements to develop the Subject Property and to own enjoy and/or Transfer (subject to Clause 9.4(ix)) the Developer's Allocation in terms of this agreement.
- 3.2. In consideration of the above and in consideration of the obligations, covenants, terms and conditions contained herein and on the part of the Owners to be observed, fulfilled and complied with, the Developer has agreed to cause to be constructed and delivered the Owners' Allocation on the terms and conditions hereinafter contained.
- 3.3. The Developer shall have the sole and exclusive rights, authorities and entitlements (a) to develop and construct or cause to be developed and constructed the Building Complex at the Subject Property in terms of this agreement and (b) to administer the entire Building Complex in the manner and until the period as morefully contained herein and (c) to the Developer's Allocation and (d) entirety of the Extras and Deposits and (e) all other properties benefits and rights hereby agreed to be granted to the Developer or to which the Developer is entitled hereunder; **And** the Owners shall be entitled (a) to the Owners' Allocation to be delivered by the Developer to the Owners in terms hereof and (b) all other properties benefits and rights hereby agreed to be granted to the Owners or to which the Owners are entitled hereunder on and subject to the terms and conditions hereinafter contained.
- 3.4. The Separately Allocable Areas comprised in the Owners' Allocation shall be constructed or caused to be constructed by the Developer in terms of this Agreement

J. R. S.

[Signature]



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Kutupalan, North 20 Regions

13 AUG 2019

but on behalf of the Owners but without any charge or cost to the Owner. The Separately Allocable Areas comprised in the Developer's Allocation shall be constructed by the Developer and, Developer shall own and be absolutely entitled to the same in terms hereof and shall be entitled to hold or deal with, Transfer or commercially exploit the same or any part or share thereof fully and in all manner in terms hereof. The rest of the New Building shall be constructed for jointly belonging to the parties in the Agreed Ratio at the costs of the Developer. The Owners hereby agrees to sell convey and transfer proportionate undivided share in the land attributable to the Transferable Areas (except only the Separately Allocable Areas comprised in the Owners' Allocation) in favour of the Transferees nominated by the Developer and the consideration for the same shall be the share of the Owner in the Realizations.

- 3.5. The agreement and the rights of the Developer shall be and remain valid and subsisting at all times unless cancelled in accordance with any specific terms and conditions mentioned herein.

ARTICLE-IV OBLIGATIONS OF OWNERS:

PART-I SUBJECT PROPERTY ATTRIBUTES:

4. ATTRIBUTES:

- 4.1. In connection with the Subject Property, the Owners shall be bound to comply with and meet the following criterions and requirements at all times hereafter:-

4.1.1. **MARKETABLE TITLE:** The Subject Property and each part thereof is the absolute freehold property with good and marketable title. The Owners shall be liable to make out and continuously maintain, at their costs, good marketable title to the Subject Property save portions transferred in terms hereof.

4.1.2. **FREE OF ENCUMBRANCES:** The Subject Property and each part thereof is and shall be free of and from all kinds of Encumbrances save those created in accordance with the express terms of this agreement. The Subject Property and each and every part thereof shall also be free from any vesting under the Estates Acquisition Act, the Land Reforms Act and/or the Urban Land (Ceiling & Regulation) Act or any other law and there shall be no restriction or prohibition under the said or any other laws for its Development and Transfer in any manner. Furthermore, no part of the land shall be owned by or belonging to Schedule Tribe and there shall be proper no lien custody of all original title deeds and government records in respect of the Subject Property and every part thereof.

4.1.3. **COMPLIANCE OF RERA :** The compliance of all requirements of The West Bengal Housing Industries Regulation Act, 2017 or The Real Estate

S. R. S.

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Aboriginal District Registrar
Rajahat, New Town, North 24

13 AUG 2019

Regulations Act (once it is made applicable) pertaining to the land and their title, if and as applicable.

PART-II – PRE-DEVELOPMENT COMMENCEMENT OBLIGATIONS

- 4.2. PHYSICAL POSSESSION:** The legal possession of the Subject Property shall remain joint between the parties and the Developer has been be put in exclusive possession of the Subject Property in vacant peaceful condition simultaneously with the execution for the purpose of construction and development and Transfer (subject to clause 9.4(ix)) in terms hereof.
- 4.3. TITLE DEEDS:** The Owners has delivered all original records of rights and title deeds relating to the Subject Property to the Developer and the same shall remain with the Developer for one year from the date of sanction of Building Plans for the purposes / use hereinafter mentioned and thereafter shall be kept in a locker to be jointly operated by the Developer and the Owner's Named Representative. Upon completion of sale and transfer of all the units and / or transferable areas in the Subject Property or Complex, the Developer and the Owners shall jointly hand over the said original records of rights and title deeds relating to the Subject Property to the Association of the co-owners of the Units of the New Building. Till such original records of rights and title deeds relating to the Subject Property are handed over to the Association of the co-owners of the Units in the New Building, if inspection of such original records of rights and title deeds relating to the Subject Property is required by the parties or any of them, they shall allow the same and both parties shall co-operate with the other upon receipt of written request in advance to that effect from the other.
- 4.4. USE OF TITLE DEEDS:** The Title Deeds of the property shall not be deposited for obtaining any loan or financial facilities by the Developer or the Owners. However, the Developer shall be entitled from time to time and at all times to produce, give copies and extracts of and from the said original documents before government and semi government bodies and authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi judicial forums, service providers and other persons and authorities as may be required. The Developer shall also be entitled to produce the originals of the said documents or copies and extracts of and from the said original documents before banks or other financial institutions who would be providing loans or advances to any Transferee. If so required statutorily, the Developer may deliver the title deeds to the concerned authority for the purpose of inspection etc., and shall take back delivery of the same as soon as possible.
- 4.5. PRE-DEVELOPMENT COMMENCEMENT OBLIGATIONS:** The Owners shall do and comply with the following:
- 4.5.1. MUTATION:** The Owners' names are already mutated in respect of the Subject Property in the records of the B.L.&L.R.O. and the Bidhannagar

S. R. S.





Additional District
Baharal, New Town, North 24 Parganas

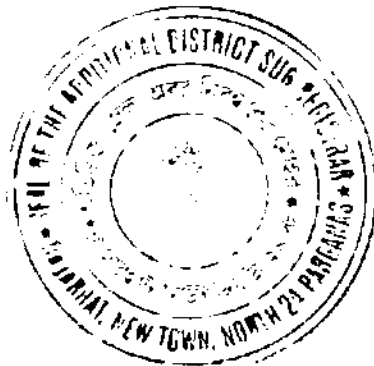
13 AUG 2019

Municipal Corporation and the Owners shall cause and ensure such mutation of the Subject Property continues with the said authorities and also obtain and maintain the same with any other appropriate authority, if required under any new legal requirement;

- 4.5.2. CONVERSION:** The Owners have already obtained Conversion in the nature of use in respect of the said land to Housing complex from the authorities under the West Bengal Land Reforms Act, 1955 and shall cause and ensure that such nature in use continues during the subsistence of this agreement and if required under any new legal enactment shall also obtain and maintain the land use commensurate with the purpose of the Building Complex with any other appropriate authority.
- 4.5.3. CORRECTION OF RECORDS AND RECTIFICATION OF DEFECT/DEFICIENCY:** Any defect or deficiency in any records in respect of the Subject Property or any part thereof or in the title of the Subject Property or any part thereof or its mutation or conversion whether detected before or after transfer or delivery of the same to the Developer, shall be removed, rectified and remedied by the Owners.
- 4.5.4. CLEARANCES:** The Owners shall within 180 days from the date hereof apply for and obtain the permission and/or NOC under the Urban Land (Ceiling & Regulations) Act, 1976 required for sanctioning of the Plan and the Owners shall not be made liable for any other permission clearance etc. However, in case there be any change in the law statutorily or procedurally requiring any land related permission for obtaining sanction of the plan or in respect of title and ownership, then the Owners shall obtain the same.
- 4.5.5. BOUNDARY WALLS:** The Developer shall at its own costs secure the said Property by constructing/repairing proper boundary walls. The Developer shall be free to alter/demolish the walls for common use of the areas or facilities identified by the Developer for common use at the said Property and neighbouring properties (defined as Added Areas hereinafter) being developed by the Developer by the owners and occupiers respectively thereof in accordance with applicable rules, regulations and restrictions.
- 4.5.6. OUTSTANDING TAXES:** The Owners shall pay and clear upto date Khajana and Property Tax, if any outstanding.
- 4.6. COSTS AND EXPENSES FOR OBLIGATIONS OF OWNERS:** Unless otherwise expressly mentioned, all costs and expenses in respect of or for compliance of the obligations of the Owners as contained in Article IV and elsewhere in this agreement shall be borne and paid by the Owners and unless otherwise expressly mentioned the time for compliance of the obligations of the

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Provincial District Sub-Inspector
New Town, North 24 Parganas

3 AUG 1915

Owners shall be within 30 days of being required by the Developer in writing from the Owners thereabout or such reasonable time that may be required therefor.

ARTICLE V # RIGHTS AND OBLIGATIONS OF THE DEVELOPER:

PART I # OVERALL PLANNING:

5. PLANNING:

- 5.1.** The Developer shall develop the Complex at the Subject Property by constructing one or more buildings and other constructed and/or open areas thereat. The Owners and the Developer agree that the entire planning and layout for the development of the Subject Property shall be done by the Developer in consultation with the Owners' Named Representative, including as regards the manner or type of construction to be undertaken at the Subject Property, the total constructible area etc.
- 5.2. SURVEY & SOIL TESTING & LEVELLING:** The Developer shall at its own costs and expenses carry out necessary survey and soil testing and levelling and other preparatory works in respect of the Subject Property if and to the extent required.
- 5.3. CONSTRUCTION :** Developer shall be solely responsible for construction of the proposed building out of its fund. The Owners shall not be responsible to contribute any amount in this regard save as expressly mentioned herein, if any.
- 5.4. COMPLIANCE WITH LAWS:** The Developer hereby agrees and covenants with the Owners to make construction of the New Building in conformity with the prevailing laws, rules and bye-laws of all concerned authorities and State Government/Central Government bodies and to comply with the provisions of the law applicable to development, construction, safety and transfer of the Transferable Areas in the New Buildings. The Developer shall be solely responsible and liable to comply with the provisions of The West Bengal Housing Industries Regulation Act, 2017 (HIRA) or The Real Estate (Regulation And Development) Act, 2016 (RERA) or the West Bengal (Regulation of promotion of Construction and Transfer by Promoters) Act, 1993, as be applicable, and the respective Rules framed save those applicable to the Owners as hereinbefore stated. If statutorily required and authority being established for registration of the Project, the Developer shall obtain registration of the Project either under RERA or HIRA at the earliest but within a maximum period of 2 (two) years with a grace period of 3 (three) months from the date of sanction of the plan and in case of further delay, the parties shall review the situation may modify the terms thereof mutually.
- 5.5. CONSTRUCTION AT DEVELOPER'S RISK AND COST:** The Developer shall construct and complete the New Building at its own cost and responsibility including for planning, designing and sanction of Building Plans. The Developer shall be responsible and liable to Government, BMC and other authorities concerned for any loss or for any claim arising from any unlawful construction. The word '**completion**'

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Accidental District Sub-Registry,
New Town, North 24-Pgs

3 AUG 2015

wherever used in this agreement shall mean a habitable state of the Units with water supply, sewage connection, electrical installation and such other facilities and amenities as per the agreed specifications between the parties except in respect of those units mutually agreed (in writing) between the parties to be constructed without flooring and internal fittings. The certificate of Architect in respect of such completion shall suffice between the parties without affecting the obligation of the Developer to obtain any mandatory occupancy/completion certificate from the Bidhannagar Municipal Corporation as per requirement of law.

PART II # BUILDING PLANS AND APPROVALS FOR DEVELOPMENT:

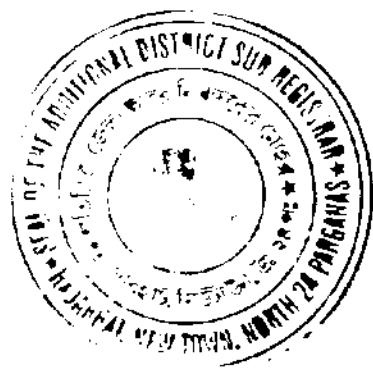
- 5.6. BUILDING PLANS PREPARATION AND SANCTION:** The Developer shall at its own cost and expenses from time to time cause to be prepared and sanctioned the plans for the constructions at the Subject Property. The Developer shall send a copy of the plans to the Owners Named Representative. In case there is any point of discussion on the proposed plans between the Owners Named Representative and the Developer, the same shall be done in the presence of the Architect for the project. Any disagreement shall be mutually settled by the parties in case of disagreement between the parties the architect decision would be final and binding upon both the parties.
- 5.7. MODIFICATIONS & ALTERATIONS:** The Developer shall in consultation with the Owner's Named Representative be entitled from time to time to cause modifications and alterations to the building plans or revised building plans in such manner and to such extent as the Developer may, deem fit and proper
- 5.8. SIGNATURE AND SUBMISSION:** The Owners shall sign, execute, submit and deliver all applications, undertaking, declaration, affidavit, plans, letters and other documents and do all acts deeds and things as may be required by the Developer in connection with the obtaining of sanctions and approvals required to be obtained by the Developer for commencing or carrying out any construction or development work relevant to the Subject Property.
- 5.9. APPROVALS FOR DEVELOPMENT:** The Developer shall at its own costs and in its own name or in the name of the Owners, as the case may be, apply for and obtain all permissions, clearances, no objection certificates and other approvals required for carrying out any development at the Subject Property or any part thereof, including those required from Pollution Control Authority, Fire Service Authorities, Police Authorities, Municipal Authorities and any other Statutory Authorities, at its own costs and expenses.

PART III # DEMOLITION AND CONSTRUCTION:

- 5.10. BOUNDARY WALLS:** The Developer shall at its own costs be entitled to construct, demolish, add or alter boundary walls securing the Subject Property.

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Auctions: District Sur Regis
Calmet, New Town; North 24-Parish

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- 5.11. DEMOLITION:** The Developer shall at its own costs from time to time be entitled to demolish the structures, if any at portions of the Subject Property and to appropriate the proceeds thereof .
- 5.12. AUTHORITY IN GENERAL:** The Developer shall have the sole and complete rights and obligations in respect of all aspects of development and construction, without making the Owners liable for any costs or expenses therefor in any manner, including as follows:-
- 5.12.1.** To deal with the Bidhannagar Municipal Corporation, Planning Authority, Development Authority, Fire Brigade, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Pollution Control Authorities, B.L.& L.R.O., Airport Authority, and other authorities under the West Bengal Land Reforms Act, Insurance Companies and authorities, Police Authorities, CESC Limited and also all other Appropriate Authorities and Government Departments and/or its officers and also all other State Executives Judicial or Quasi Judicial, Municipal and other authorities and persons in all manner and for all purposes connected with the development or Transfer of the Building Complex in terms of this agreement or anyway connected therewith.
- 5.12.2.** To sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the Appropriate Authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the Subject Property or any portion thereof and/or for obtaining any utilities and permissions.
- 5.12.3.** To use its own name as the Developer in respect of the Building Complex.
- 5.12.4.** To supervise the construction work in respect of the Building Complex to be carried out in accordance with the Building Plans with all necessary and/or permissible and/or sanctionable additions or alterations and in accordance with all the applicable rules and regulations made by the Appropriate Authority in its own name.
- 5.12.5.** To represent the Owners before all Appropriate Authorities and Government and also all electricity, water, drainage, sewerage, technology driven and other service providers.
- 5.12.6.** To pay various fees, costs and charges to concerned authorities as may be necessary for the purpose of carrying out the development work on the Subject Property and to claim refund of such deposits so paid and to give valid and effectual receipts in connection with the refund of such deposits

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NEW TOWN, NORTH 24-PGH.
DISTRICT SUPERINTENDANT OF PRISONS

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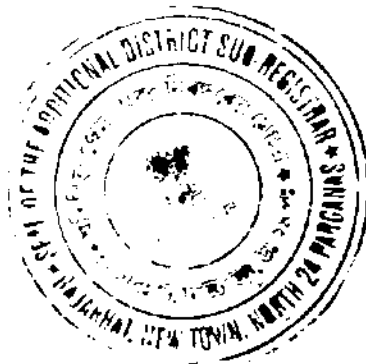
in its own name or in the name of the Owners or in the joint name, as may be required.

- 5.12.7.** to procure (either in its name or in the names of the Owners as may be deemed fit and proper by the Developer at its sole discretion and convenience but subject to no financial liability to be incurred by the Owners in this regard) all building and construction materials, fittings, fixtures, common installations etc. (viz. steel, cement, sand, bricks, lift, water pump, sanitary fittings etc.), construction equipments and/or any type of machinery required (viz. crusher, mixer, tools etc.) for construction of the Building Complex and to return the same upon completion of the necessary works or if it is found to be defective or procured in excess, without however making the owners financially or otherwise liable in any manner.
- 5.12.8.** to decide and/or implement on the nature and quality of elevation, beautification, pathways, walkways, driveways and to decide and/or implement the division or demarcation of the Subject Property into different portions by way of walls or fencing or any other means whatsoever.
- 5.12.9.** to set up site office, put up the hoardings/boards, bring out brochures and commence the preparatory works for marketing of the proposed Building Complex.
- 5.12.10.** to display the board/hoardings of the Developer and its Perti Group at the site of the Subject Property at any time after execution of this Agreement till the date of completion of the Building Complex and thereafter on any portion of the said Building Complex. The hoarding shall also contain Owner's logo that may be provided by the Owners Named Representative to the Developer.

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

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Bahawalpur, North 24 Parganas

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- 5.14. UTILITIES:** The Developer shall be entitled to use the existing connections and/or apply for and to obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the Project.
- 5.15. COMMON AREAS AND INSTALLATIONS:** The Developer shall erect and install the necessary Common Areas and Installations providing for passages, pathways and driveways for ingress and egress by users of the Subject Property as developed from time to time; electricity, drainage and sewerage and water connections with necessary constructions and equipments therefor; lifts/staircases/elevators wherever applicable in the New Building; any other area, installation or facility that the Developer may provide at the Subject Property. It is clarified that immediately after sanction of the plan, the then common areas shall be identified by the parties mutually and any change variation or relocation thereafter in the common areas or installations for the Non Residential Areas of the New Building in which the **Immediate Separately Allocable Areas** of the Owners are to be located, shall be done with prior written consent of the Owners, which shall not be unreasonably withheld.
- 5.15.1.** The Developer shall be entitled to erect, install and/or operationalize the Common Areas and Installations for the Building Complex and until completion of the Building Complex, to allow or permit only provisional and/or partial use of any of the Common Areas and Installations and also to impose restrictions and conditions for the use of the Common Areas and Installations and to charge, demand, receive or realize any Extras or Deposits in connection with any Common Areas and Installations.
- 5.15.2.** The Developer shall in consultation with the Owners' Named Representative, be entitled to put or permit kiosks, signages, promotions, advertizements, festoons, lollipops, vending machines, massage chairs, ATMs, stalls, decorations, eateries, tables/chairs/sofas and any other structure, equipment, installation or gadgets for commercial gain and/or for promotion at the open or covered passages, common lobbies, staircases, escalators, corridors, railings, lifts and other Common Areas and Installations at the Building Complex. All revenue / proceeds / rentals etc., as also all security deposits or the like realised thereform shall be shared in the Agreed Ratio between the parties.
- 5.16. ROOF:** The Roof shall be reserved unto the Owners and the Developer in the Agreed Ratio with right to the Developer construct upon the same and/or to deal with the same and/or give rights to use or advertise or put antennas/communication towers thereon and/or to hold use enjoy and transfer the same in such manner as the Developer may deem fit and proper provided that all monetary or other benefits, if arising, by exploiting any rights over the roof shall be shared between the Owner and

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North 24 Parganas, North 24 Parganas

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the Developer in the Agreed Ratio. The Owners and Developer shall be at liberty (but not obliged) to make the Roof or any part thereof as common to all or select Transferees as they may mutually agree.

- 5.17. GOOD CONSTRUCTION:** The Developer shall construct erect and complete the Building Complex in a good and workman like manner with good quality of materials and shall construct and finish the same in accordance with the Specifications mentioned in the **FIFTH SCHEDULE** hereto save as may be modified or altered by mutual consent or approval of the Architects and the Developer shall obtain necessary completion or occupancy certificates, as applicable in respect of such construction from the appropriate authorities or persons. The Developer may change the Specification in respect of the Units comprised in the Developer's Allocation as per the requirement of the Transferees.
- 5.18. COMPLIANCE OF LAWS:** The Developer shall not violate any Municipal or other statutory rules and laws and always abide by and observe all the rules and procedures and practices usually followed in making construction of buildings. The Owners will not be responsible for any laches and/or lapses on the part of the Developer.
- 5.19. TIME FOR CONSTRUCTION:** Subject to the Owners not being in default in compliance of their obligations hereunder and subject to Force Majeure, the Developer shall complete and deliver the Immediate Separately Allocable Areas forming part of the Owners' Allocation to the Owners in the manner mentioned hereinafter within the Time for Construction and there shall be a grace period of 6 (six) months to the Developer in respect thereof. If there be any delay on account of the Owners, the same should be notified by the Developer otherwise the same cannot be treated to be the ground under this Clause.
- 5.20. ALTERATIONS AT THE INSTANCE OF THE OWNERS:** In case the Owners makes a request to the Developer in writing seeking structural/civil changes in the Owners' Allocation and such changes are permissible in law and also approved by the Architect, then the Owners shall be liable for all costs and expenses in connection therewith (including those payable in terms of the Building Rules of the Appropriate Authorities) to be payable in advance to the Developer before starting of any work. The time taken for such alterations shall be added to the time for construction granted to the Developer hereunder.

PART-IV # COSTS OF CONSTRUCTION:

- 5.21. COSTS OF CONSTRUCTION:** All costs and expenses for Planning, preparation and sanctioning of Building Plans and matters incidental thereto and construction of the Building Complex and the Separately Allocable Areas comprised in the Owners' Allocation in terms hereof shall be borne and paid by the Developer.

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Salarhat, New Town, North 24 Pgs.

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- 5.22. CO-OPERATION BY OWNERS:** The Owners shall fully cooperate with and assist the Developer and shall sign execute register and deliver all papers, plans, affidavits, indemnities, undertakings, declarations, powers etc., as may be required by the Developer therefor and do all acts deeds and things as may be reasonably required by the Developer therefor and also for the purposes herein contained.

ARTICLE VI # SECURITY DEPOSIT AND REFUND/ADJUSTMENT:

6. SECURITY DEPOSIT:

- 6.1.** The Developer shall deposit with the Owners a sum of Rs.1,50,00,000/- (Rupees one crore fifty lakhs) only as and by way of Interest free refundable Security Deposit (hereinafter referred to as "**Security Deposit**") to be paid in the Internal Agreed Proportion in the following manner:

6.1.1. Rs.1,00,00,000/- (Rupees one crore) only already paid before the execution of this agreement;

6.1.2. Rs.50,00,000/- (Rupees fifty lakhs) only within 7 days of the issuance of the No Objection Certificate under the Urban Land (Ceiling & Regulation) Act, 1976 in respect of the Subject Property or within 7 days of sanction of Building Plans, whichever be earlier.

6.2. The Security Deposit shall be treated as performance guarantee by the Developer.

6.3. Except as otherwise specifically provided herein, the said Security Deposit shall be interest free.

6.4. REFUND OF SECURITY DEPOSIT: The Security Deposit shall be refunded by the Owners to the Developer in the following installments :

6.4.1. Rs. 15,00,000/- (Rupees fifteen Lacs) only after completion of casting of each floor i.e. Rs.15,00,000/- x 5 floors;

6.4.2. Rs.37,50,000/- (Rupees thirty-seven Lacs fifty thousand) only within 15 days of receiving notice of completion of the Immediate Separately Allocable Areas forming part of the Owner's Allocation;

6.4.3. Rs.37,50,000/- (Rupees thirty-seven Lacs fifty thousand) only within 15 days of being provided a copy of the completion or occupancy certificate by the Municipal Corporation, if mandatory, otherwise by the Architect;

6.5. Security Area: Until refund of the Security Deposit Amount, the Owners have agreed to keep a demarcated portion of its Immediate Separately Allocable Areas, being 3600 Square feet built-up area of Non Residential Units, which will be pre-marked within 7 days of sanction of Building Plans (hereinafter referred to as "**the Security Area**") and charged with the Developer and agree to keep the same unsold

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and free from any alienation or agreement or contract or negotiation till refund of the Security Deposit. The said Security Area shall be proportionately reduced from time to time against each installment of refund by the Owners to the Developer. In case there be default on the part of the Developer resulting in delay in completion of the Project, then the Security Area shall automatically stand released on the completion date as herein agreed.

ARTICLE VII # ALLOCATIONS, DEMARCATION AND IDENTIFICATION:

7. TRANSFERABLE AREAS:

7.1. TRANSFERABLE AREAS OTHER THAN SEPARATELY ALLOCABLE AREAS: Save as specifically provided herein in respect of the Separately Allocated Areas and the Realizations in respect of the same, the Building Complex shall be held by the Owners and the Developer in the Agreed Ratio with rights and obligations of the respective parties therein and in respect thereof as morefully contained elsewhere in this agreement. The proportionate shares in land attributable to the concerned Transferable Areas shall be Transferred or agreed to be Transferred by the Owners and the constructed areas and all other rights, title or interest shall be Transferred or agreed to be so done by the Developer and the Owners in the manner hereinafter provided. The Transfer of the proportionate share in land shall be completed upon construction of the Transferable Areas or at such other time as the Parties may by mutual consent agree and the consideration for the same and any other right, title or interest thereunder Transferred by the Owner shall be the Realizations forming part of the Owner's Allocation Provided That the Owner shall execute and register the final Transfer deeds or deeds subject however to the receipt of the share of Realization in respect of the concerned area thereby conveyed in terms hereof.

7.2. TRANSFER OF TRANSFERABLE AREAS OTHER THAN SEPARATELY ALLOCABLE AREAS: Except any Separately Allocable Areas, the marketing and Transfer of the Building Complex and all Transferable Areas therein shall be done and conducted by the Developer exclusively on the following terms and conditions:

7.2.1. Rate and Price for Marketing : The Developer shall in consultation with the Owner's Named Representative decide the rate and price for Transfer of the Transferable Areas. The rate and price shall be subject to revision from time to time by the Developer in consultation with the Owner's Named Representative in accordance with the prevailing market conditions and by mutual consent in writing.

7.2.2. Discounts and Schemes: In case Transfers are slow or the rates made applicable are not found acceptable in the market, then the Developer shall in consultation with the Owners' Named Representative be entitled to make

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variations in the same and give such discounts and employ such schemes as would be conducive to transfers of the Transferable Areas.

- 7.2.3. Agreements and documents of transfer:** The draft of the agreement and deed for any Transfer to be executed in favour of the Transferees shall be prepared by the Developer in consultation with the Owners' Named Representative parties and in case of any modification required therein, the same shall also be approved in the same manner.
- 7.2.4. Publicity and Branding:** The Developer shall be entitled to advertise for Transfer of the Units, Parking Spaces and other saleable spaces/constructed areas in the Building Complex in all media and to negotiate and settle the price and other terms of transfer with intending Transferees. The branding in respect of the Building Complex shall be done by the Developer using its own name and brand and those of the marketing agents and other connected persons. All publicity materials and branding shall bear the name and logo of the Developer and or other persons permitted by the Developer (associated with this Project) and also of the Owners (if provided by the Owners).
- 7.2.5. Marketing Agents:** The Developer shall select, appoint or discontinue the Marketing Agents, brokers, sub-brokers and other agents for Transfer of the Transferable Areas at such charges and terms and conditions as they may deem fit and proper.
- 7.2.6. Bookings and allotments:** The Developer shall accept bookings and make allotments, in respect of any Unit, Parking Space or other Transferable Areas in favour of any Transferees only after commencement of construction and to cancel revoke or withdraw the same if the situation so warrants according to the Developer at the agreed rates and prices.
- 7.2.7. Signature to Agreements and deeds:** The agreements and sale deeds and other documents of transfer relating to Transfer of the Units, Parking Spaces and other Transferable Areas shall have both the Owners and the Developer as parties and executed by their respective authorized signatories. The Owners agree that the Developer shall be at liberty to sign and/or register the agreements, sale deeds and other documents on behalf of the Owners pursuant to the power conferred upon it under power/s of attorney being granted by the Owners in terms of this agreement. The Owners shall be intimated about each booking on daily basis.
- 7.2.8. Refunds and Interest:** Any interest, damage or compensation payable to any Transferee or other person relating to the Building Complex otherwise than due to delay or default on the part of the Developer in compliance of its obligations hereunder or towards the Transferees in accordance with the agreements to be entered by the Developer with the Transferees or due to any

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Maharaj, New Town, North 24-Pgs

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delay or default by the Owners in complying with its obligations hereunder, shall be payable by the parties in the Agreed Ratio. Such interest, damage or compensation payable to any Transferee shall be entirely payable by the Developer if the same arises due to delay or default on the part of the Developer in compliance of **its obligations** hereunder or towards the Transferees in accordance with the agreements to be entered by the Developer with the Transferees or by the Owner if the same arises due to any delay or default by the Owner in complying with its obligations hereunder.

7.3. SEPARATELY ALLOCABLE AREAS:

7.3.1. The Separately Allocable Areas shall constitute of the following Transferable Areas:

- i) The Non Residential Units with the number of Parking Spaces as may be mutually agreed by the parties (hereinafter referred to as "the **Immediate Separately Allocable Areas**") together with its appurtenances;
- ii) Those unsold Transferable Areas which upon construction of the Building Complex (or earlier if so mutually agreed by the parties in writing) the parties shall identify and allocate amongst them on the terms and conditions mentioned in clause 7.4 below (hereinafter referred to as "the **Contingent Separately Allocable Areas**") together with its appurtenances.

7.3.2. The Separately Allocable Areas shall be held by the respective allottees thereof together with the proportionate share in the land and the relevant Common Areas and Installations attributable thereto and other appurtenances thereof and shall be Transferred by the respective allottees and the proportionate shares in land attributable to the concerned Transferable Areas shall be Transferred or agreed to be Transferred by the Owners and the consideration for the transfer of land share attributable to the Separately Allocable Areas of the Developer shall be the construction cost of the and Separately Allocable Areas of the Owner.

7.4. **DIVISION OF SEPARATELY ALLOCABLE AREAS:** The Separately Allocable Areas shall be identified be allocated as follows:

7.4.1. IDENTIFICATION OF SEPARATE ALLOCATIONS:

- i) The identification of (a) 41% of the Immediate Separately Allocable Areas to belong to the Owners; (b) 59% of the Immediate Separately Allocable Areas to belong to the Developer and (c) the Security Areas – all of which shall be done mutually by the Developer and the Owners' Named Representative within 30 days of the date of sanction of Building Plans and in such a manner so as to be fair and equitable to both.

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Additional District Supervisor
Richard L. Neal, Jr., North 24 Parkway

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- ii) The identification of (a) 41% of the Contingent Separately Allocable Areas to belong to the Owners and (b) 59% of the Contingent Separately Allocable Areas to belong to the Developer shall be done mutually by the Developer and the Owners' Named Representative within 30 days of the date of issuance of the Completion Certificate in respect of the New Building by the municipal authority or earlier if so mutually agreed between the Developer and the Owners' Named Representative in writing and in such a manner so as to be fair and equitable to both.
- iii) In case while making such identification Unit-wise and Parking Space wise, the exact allocable areas cannot be matched then for the differential area, the Owners shall pay or receive, as the case may be, from or to the Developer the value of the differential area at the then prevalent booking rates in the Building Complex simultaneously with the identification of allocation.
- iv) In case after the identification of the allocation of the parties as aforesaid, there arises additional areas to form part of the Separately Allocable Areas, the same shall be allocated to the parties mutually in writing in the Agreed Ratio and on equitable basis.
- v) As amongst the Owners inter se, it has been agreed between them that they shall decide their respective individual allocations in an amicable and mutual manner.

7.4.2. The proportionate share in several matters referred to hereinabove shall be the proportion in which the built-up area of the concerned Unit as it bears to the built-up area of all the Units in the Building.

7.4.3. In case due to any modification of the Building Plans the location, dimension or area of any part of any Unit or Parking Space comprised in the Owners' Allocation are required to be varied, the Developer shall be free to make such variation subject to consent been obtained from the Owners Named Representative and the principles mentioned hereinabove in clause 7 shall apply mutatis mutandis to the variation of areas caused thereby.

7.5. **SUPER BUILT-UP AREA:** The carpet areas, built-up areas, super built-up area in respect of all the Units in the Building Complex (including those comprised in the Owners' Allocation or the Developer's Allocation) shall be calculated by the Developer on uniform basis.

7.6. **ATTRIBUTABLE PROPORTIONATE SHARE:** The proportionate share in land and in the Common Areas and Installations attributable to any Unit shall be determined by taking the ratio in which the carpet of such Unit bears to the total carpet area of all the Units for the time being to contain in the New Buildings . The

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parties shall by mutual consent or if required by law, be entitled to vary the basis of determination of proportionate share as aforesaid.

7.7. DELIVERY OF UNITS COMPRISED IN THE SEPARATELY ALLOCABLE AREAS COMPRISED IN THE OWNERS' ALLOCATION: The delivery to the Owners of the Units forming part of the Separately Allocable Areas comprised in the Owners' Allocation shall be by written notices by the Developer offering the Owners to take possession thereof within 30 days and unless possession of the same is taken by the Owners earlier, the Developer shall be deemed to have delivered possession of the same upon expiry of such 30 days subject to Owners being ready and willing to refund of the Security Deposit and/or payment of any other amounts by the Owners before taking actual physical possession and before issuing such Notice/s the Developer shall carry out 'completion' as provided in clause 5.5 in respect of the area under such Notice. It is however clarified as follows:-

- i) Any such delivery of possession or deemed delivery of possession shall neither affect any outstanding liabilities or obligations of either of the Parties at the material time nor the rights and remedies of either of the Parties in respect of such outstanding obligations and liabilities.
- ii) The Developer shall complete the Separately Allocable Areas comprised in the Owners' Allocation with agreed specifications Provided That the Flooring will be such as be required by the Owners and any difference in the cost shall be paid or received by the parties, as applicable, Provided That in case the Owners fail to specify their requirements for flooring within 6 (six) months from the date of completion and delivery of possession to the Owners, the Developer shall complete the same with the specifications mentioned in this agreement.

7.8. ACKNOWLEDGEMENTS: The Owners hereby confirms and accepts as follows:-

- i) That construction work and related activities shall continue to be carried on in the Subject Property in respect of the same and the use of the Owners' Allocation shall be subject to temporary inconveniences caused thereby and also be subject to such additions and alterations in the infrastructure support systems, pipelines, wires and cables etc., as may be necessary
- ii) All the Common Areas and Installations may or may not be complete before the final completion of the entire development but majority of them shall be;

7.9. CONDITIONS ATTACHED TO OWNERSHIP OF OWNERS' ALLOCATION: Upon identification of the Separately Allocable Areas comprised in the Owners' Allocation in terms hereof, the Owners shall enter upon necessary agreements in respect thereof recording such allocation and also containing the covenants, conditions and restrictions regarding the ownership user and enjoyment of

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Saharal, New Town, North 24-Parganas

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the Owners' Allocation. The ownership and enjoyment of the Separately Allocable Areas comprised in the Owners' Allocation by the Owners shall be subject to such covenants, conditions and restrictions as contained in the **SEVENTH SCHEDULE** hereunder written, which shall also be applicable to other Transferees of all Transferable Areas.

- 7.10. LOANS BY TRANSFEREES:** The Transferees shall be entitled to take loans for the purpose of acquiring specific Units forming part of the Transferable Areas from banks, institutions granting such loans. The Owners and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents, etc. as be required in this regard by such banks, institutions and entities provided that there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Project / Subject Property or any part thereof except the Unit and appurtenances under sale or Transfer and save those occasioned due to cancellation of the agreement with the Transferee and to the extent to be mentioned in the agreement for sale to be entered with them. The liability arising out of any such cancellation shall be to the account of the party which is in default. The Developer shall also be entitled to get the project at the said premises approved from the Banks and/or Financial Institutions to enable the persons interested in acquiring and owning Transferable Areas to take loans from any such Banks or Financial Institutions.
- 7.11. ADVOCATES:** All documents of transfer or otherwise shall be such as be drafted by DSP Law Associates, Advocates of 4D Nicco House, 1B & 2 Hare Street, Kolkata-700001 the draft of which shall be sent to the Owners for approval, who shall approve the same within 15 days of receiving the draft.
- 7.12. MARKETING AND ADVERTIZEMENT COSTS:** All costs and expenses of marketing and publicity, brokerage, commission and like other amounts relating to Transfer of the Transferable Areas (i.e. excluding the Separately Allocable Areas) shall be payable by the Developer and the Owners at actuals in the Agreed Ratio and the share of the Owners in the same shall be paid by the Owners to the Developer or the marketing and other agents as required by the Developer within 7 days of receiving the bill in respect thereof. Any brokerage or commission for Separately Allocable Areas shall be paid by the parties respectively.

ARTICLE VII # TRANSFER & REALIZATION # TRANSFERABLE AREAS
OTHER THAN SEPARATELY ALLOCABLE AREAS:

- 8. REALIZATIONS IN RESPECT OF TRANSFER OF TRANSFERABLE AREAS OTHER THAN SEPARATELY ALLOCABLE AREAS:**
- 8.1.** The Owners shall be entitled to 41% (forty-one percent) of the Realizations as and by way of land cost AND the Developer shall be entitled to 59% (fifty-nine percent) of the Realizations.

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Additional District of New Town, North Carolina

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8.2. The Developer shall receive the Realizations (including booking amounts, earnest money, part payments, consideration, GST) and the same shall be deposited in a specified escrow bank account opened by the Developer (**Special Realization Account**).

8.3. There shall be standing instructions to the bank holding the Special Realization Account about transfer of the funds therein to the respective bank accounts of the Owners and the Developer as follows:-

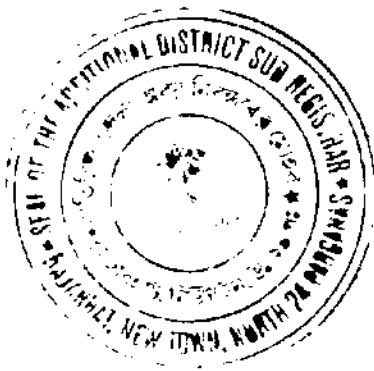
8.3.1. The entire GST on the Realizations paid by the Transferees shall be transferred in a separate specified bank account to be operated by the Developer to meet the payments on account thereof. In case any other tax, levy or imposition by any name called is introduced or becomes chargeable from the Transferees in addition to or substitution of GST, then the introduced and/or substituted tax, levy or imposition shall be transferred to the separate account to be opened in terms of this clause.

8.3.2. After transfer in terms of clause 8.3.1 immediately preceding:-

- i) A sum equivalent to 2% of Realizations to be transferred to a separate specified bank account to be jointly operated by the Developer and the Owners to provide for cancellation/refunds of the bookings made by the applicants. This amount shall be credited to and kept in a separate account known as a '**Contingency Fund**' and the balance left in the said account shall be distributed between the Owners and the Developer in the Agreed Ratio after the construction of the Building Complex and the division of the Separately Allocable Areas or any other time as may be mutually agreed between the Developer and the Owner's Named Representative. However, in case of there being any shortfall in the Contingency Fund at any time, both the Owners and the Developer shall contribute the shortfall in Agreed Ratio and the Owners shall pay their share within 7 days of being notified in writing by the Developer.
- ii) a sum equivalent to 11.48% of the Realizations to the separate joint bank account of the Owners towards part payment of its share of Realizations;
- iii) a sum equivalent to 6.52% of the Realizations to the separate account of the Developer towards part payment of its share of Realizations;
- iv) a sum equivalent to 70% of the Realizations to a separate bank account to be jointly maintained by the Owners and the Developer and to be operated as follows:
 - a) 28.70% to be paid to the Owners towards their remaining share in the Realizations;

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Additional District Sur Registrar
New Town, North 24 Parganas

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- b) 41.30% to be paid to the Developer towards their remaining share of the Realization and to be utilized for the costs and expenses in respect of development and construction payable by the Developer in terms hereof or otherwise and surplus, if any to be withdrawn by the Developer for its any other purposes Provided that in case of there being any shortfall in the said account to meet the costs and expenses in respect of the development and construction, the same shall be provided and/or procured by the Developer alone;

8.3.3. All Transferees will be required to be notified about mentioning of the name of the Special Account in the cheques and other instruments for making payments of the Realization relating to the Building Complex and all booking forms and agreements shall specify the requirement for payment by the Transferees in the name of the Special Account.

8.4. The Developer shall receive the Extras and Deposits exclusively and separately.

ARTICLE VIII # TRANSFER & REALIZATION # SEPARATELY ALLOCABLE AREAS:

9. REALIZATIONS IN RESPECT OF TRANSFER OF SEPARATELY ALLOCABLE AREAS:

- 9.1. PRE DETERMINED PRICE:** The Owners' Named Representative and the Developer shall from time to time and by mutual consent, decide the rate per square foot at which the Transferable areas in the Building Complex are to be sold. Such price shall be determined taking into consideration the market rate prevailing in the vicinity of the Subject Property and such other factors as they may mutually decide.
- 9.2. TRANSFERABILITY OF THE SEPARATELY ALLOCABLE AREAS COMPRISED IN THE OWNERS' ALLOCATION:** The Owners shall be absolutely and exclusively entitled to the Separately Allocable Areas comprised in the Owners' Allocation identified from time to time and allotted to them with exclusive right to Transfer the same (except the Security Areas till the time the same remains charged with the Developer in terms hereof) and receive and appropriate all consideration, proceeds and realizations thereof without any right, claim or interest therein whatsoever of the Developer except as regards refund of the Security Deposit therefrom in terms hereof and shall be free to deal with, Transfer or part with possession of the same and receive and appropriate all, consideration, proceeds and realization its Transferees without any interference or obstruction from the Developer and/or requiring any permission or consent from the Developer . The Developer agrees not to interfere with or disturb the quiet and peaceful possession of the Separately Allocable Areas comprised in the Owners' Allocation by the Owners.

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[Signature]




Approved by Council
2019-08-20

9.3. TRANSFERABILITY OF THE SEPARATELY ALLOCABLE AREAS COMPRISED IN THE DEVELOPER'S ALLOCATION: The Developer shall be absolutely and exclusively be entitled to the Separately Allocable Areas comprised in the Developer's Allocation identified from time to time and allotted to them and shall be free to deal with, Transfer or part with possession of any part of the Developer's Allocation and receive and appropriate all, consideration, proceeds and realization its Transferees without any interference or obstruction from the Owners and/or requiring any permission or consent from the Owners. The Owners doth hereby authorize and permit the Developer to realize and retain the consideration, proceeds and realizations in respect of the Developer's Allocation without any right, claim or interest therein whatsoever of the Owners agree not to interfere with or disturb the quiet and peaceful possession of the Developer's Allocation by the Developer.

9.4. RIGHT TO TRANSFER ALLOCATIONS AND CONDITIONS GENERALLY AFFECTING THE SAME: The Owners and the Developer shall be entitled to Transfer their respective Allocations to such person and at such price/consideration as they may respectively deem fit and proper Provided However That

- i) Neither party shall make any commitment or enter upon any term which is or may be repugnant to or contrary to those contained herein or otherwise affects or prejudices the scope of the respective rights and obligations of the parties hereto.
- ii) Subject to clause 9.4(ix) hereto, the Developer shall be entitled to execute and/or make the Owners liable to execute any Deed of Conveyance in respect of any Unit or other Transferable Areas forming part of the Developer's Allocation to any buyer/transferee thereof. The power of attorney to be executed by the Owners in favour of the Developer simultaneously herewith shall be deemed to contain the powers and authorities to the attorneys appointed thereunder to sign, execute and/or register such Deeds of Conveyance on behalf and as constituted attorney of the Owners Provided That the power of transfer or delivery of possession shall be exercised only subject to clause 9.4(ix) hereto.
- iii) Neither party shall deal with, transfer or enter upon any negotiations in connection with its Separately Allocable Areas until launch of sale to public by the Developer in respect of the concerned building/block.
- iv) Any transfer by Owners or Developer shall be at their own respective risks and consequences.
- v) The Owners and the Developer shall not be entitled to sell and transfer their respective Allocation at prices less than pre determined price save and except in terms of clause 9.5 below.

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Bahawalpur, New Town, North 24, Punjab

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- vi) The draft of agreements and deeds for the purpose of any Transfer shall be on a uniform format prepared by the Developer Advocates and the obligation of the Owners shall be restricted to passing of title to the land and all and whatever rights title and interest in the Transferable Areas.
- vii) The sale of the Units may be done on carpet area or built-up or super built-up or other basis as the Developer may from time to time decide for the entire or any part of the Complex.
- viii) The Owners shall not be entitled to execute any Deed of Conveyance in respect of any Unit or portion forming part of the Separately Allocable Areas comprised in the Owners' Allocation before the scheduled date of completion of the Building and delivery of the said Owners' Allocation to the Owners.
- ix) The Developer shall not be entitled to execute any Deed of Conveyance in respect of any Unit or portion forming part of the Separately Allocable Areas comprised in the Developer's Allocation nor deliver possession thereof to any Transferees before completion of the concerned New Building and sending the notice of possession to the Owners of the Immediate Separately Allocable Areas of the Owners in such building in terms hereof.
- x) The respective parties shall not make any commitment or enter upon any agreement or term which is or may be repugnant to or contrary to those contained or otherwise affects or prejudices the scope of the rights and obligations of the other hereunder;

9.5 FIRST RIGHT OF REFUSAL: In case either the Owners or the Developer desires to sell convey transfer their respective Separately Allocable Areas or any part thereof at a price less than the pre determined price then, notwithstanding anything contrary contained in these presents, the party being desirous of selling such allocation or any part thereof (in short "Desirous Party") shall give a first right of refusal in respect thereof to the other party and shall inform the other party in writing about such transfer by giving time of 30 days to exercise its right of refusal and unless refused by the other party or not responded by the other party during such 30 days period, the desirous party or its nominee/connected persons shall not deal with the same to any other person or enter upon any negotiation with any other person. If the other party fails to exercise its first right of refusal, the desirous party shall have the right to Transfer its Allocation or any portion or portions thereof at the price which was offered to the other party or higher than the same and the other party shall not raise any objection with regard thereto.

9.6 OTHER CONDITIONS AFFECTING TRANSFER OF ALLOCATIONS: Save and subject to any restriction, condition, limitation and provision contained in clause 9.4 above and elsewhere in this agreement:-

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ADDITIONAL DISTRICT REGISTRAR
Bahawalpur, Punjab, Pakistan

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- 9.6.1** After the sanction of the Building Plan and identification of the respective allocations and subject to the provisions contained in clause 9.4 above, the Parties shall be entitled to execute Agreements for Sale in favour of the Transferees of the respective Separately Allocable Areas (except the Security Units) and if necessary, register the same. The dealings of the parties with regard to the respective Allocation shall not in any manner fasten or create any additional financial or monetary liabilities upon the other party.
- 9.6.2** The Owners do hereby accord their consent and authorization to the Developer to enter into the agreements and contracts with the prospective Transferees in respect of the Separately Allocable Areas comprised in the Developer's Allocations or any part thereof without making the Owners a party thereto. However, if so required by the Developer, the Owners shall, notwithstanding the consent and authorization above, and without claiming any consideration or money, join in as confirming party to all such agreements and contracts agreeing and confirming, inter alia, thereunder;
- 9.6.3** The Developer do hereby accord their consent and authorization to the Owners to enter into the agreements and contracts with the prospective Transferees in respect of the Separately Allocable Areas comprised in the Owners' Allocations or any part thereof without making the Developer a party thereto. However, if so required by the Owners, the Developer shall, notwithstanding the consent and authorization above, and without claiming any consideration or money, join in as confirming party to all such agreements and contracts agreeing and confirming, inter alia, thereunder;
- 9.6.4** The Owners would execute and register the sale deeds and other instruments of transfer to complete the sale or transfer of the undivided shares in the land in favour of the prospective Transferees as may be nominated by the Developer, in terms hereof. The constituted attorney appointed by the Owners under the power/s of attorney being executed in terms hereof shall be entitled to represent the Owners for the purpose of such execution and registration amongst others, subject to the provisions of clause 9.4(ix) hereof, but that will not create any financial or other liability upon the Owners.

9.7 REALIZATION AGAINST INDIVIDUAL ALLOCATION AND APPROPRIATION:

- 9.7.1** All amounts and consideration receivable by the Developer under any agreements, contracts and deeds in respect of the Separately Allocable Areas comprised in the Developer's Allocation shall be to the account of and shall be received realised and appropriated by the Developer exclusively and the Owners shall have no concern therewith.

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9.7.2 All amounts and consideration receivable by the Owners under any agreements, contracts and deeds in respect of their respective portions of the Separately Allocable Areas comprised in the Owners' Allocation shall be received realised and appropriated by them respectively exclusively and the Developer shall have no concern therewith.

9.8 EXTRAS AND DEPOSITS: All Extras and Deposits including those mentioned in the **SIXTH SCHEDULE** hereunder written that may be taken by the Developer from the Transferees (including the Transferees of the Separately Allocable Areas comprised in the Owners' Allocation) shall be taken and utilized exclusively by the Developer and the Owners shall not be entitled on such account. The Developer shall be free to add or alter the particulars of Extras and Deposits as mentioned in the **SIXTH SCHEDULE** hereunder written with prior consent from the Owners' Named Representative. The Owners shall be liable to pay the Extras and Deposits in respect of any areas forming part of the Separately Allocable Areas not Transferred by them, within 30 days of receiving notice of completion thereof or at the time of taking possession thereof, whichever be earlier..)

9.9 GST AND TDS ETC.:

9.9.1 The parties shall respectively discharge statutory compliances in respect of TDS or Income Tax related compliances as well as GST collections or payments and any other statutory compliance in respect of Transfer of their respective Separately Allocable Area. As for the Transferable Areas other than the Separately Allocable Areas, the Developer shall be solely responsible for the same. If there be any statutory requirement which obliges the Owners to register or pay, then the Owners shall comply with same.

9.9.2 The Owners will bear the GST or any other tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force pertaining to the Separately Allocable Areas comprised in the Owners' Allocation, if and as applicable. The Developer will bear the GST or any other tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force pertaining to the Separately Allocable Areas comprised in the Developer's Allocation, if and as applicable.

ARTICLE-IX # FORCE MAJEURE:

10. FORCE MAJEURE:

10.1. Notwithstanding anything elsewhere to the contrary contained in this Agreement, the parties hereto shall not be considered to be in default in performance of the obligations or be liable for any obligation hereunder to the extent that the

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

ARTICLE XI # COMMON PURPOSES

11. COMMON PURPOSES:

11.2. Each party and any Transferee of their respective allocations shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Developer and adopted for or relating to the Common Purposes in consultation with the Owners' Named Representative. Furthermore, while dealing with and/or entering into any agreements and other documents of transfer of their respective allocations or any part thereof, the Owners shall necessarily incorporate all rules, regulations restrictions and conditions framed by the Developer as aforesaid.

11.3. MAINTENANCE IN-CHARGE :-

11.3.1. The Developer shall in consultation with the Owners upon completion of the construction of the Complex as the Developer may deem fit and proper form an Association (which may be a Society or Company or Association or Co-operative Society as may be deemed proper and expedient) for the Common Purposes or may require the Transferees of Units to form such Association and shall join in such Association in respect of unsold units and till such time as the Association is formed or the Developer notifies the Transferees of Units and the Owners as aforesaid, the Developer or its nominee shall be in charge for the Common Purposes;

11.3.2. In case the Developer communicates the Transferees to form such Association, they (alongwith the Owners and the Developer for their respective Unsold Areas, if any) shall be bound to form the same within the period stipulated by the Developer failing which the Transferees collectively alongwith the Owners and the Developer for respective unsold Units shall be responsible for the role of the Association.

11.3.3. Until formation of the Association and handover of the charge of the Common Purposes or any aspect thereof to the Association, the Developer or the Maintenance Company shall be the Maintenance In-charge and shall be free to appoint different agencies or organizations for any activities relating to Common Purposes at such consideration and on such terms and conditions as the Developer may deem fit and proper in consultation with the Owners. All charges of such agencies and organizations shall be part of the Common Expenses;

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- 11.3.4. Notwithstanding any formation of Association or handover of charge to it, neither the Association nor the members thereof or any Transferee shall be entitled to frame any rule or regulation or decide any condition which may affect any right or privileges of the parties hereto.
- 11.3.5. The expression "Maintenance-in-charge" shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and till such time the Association is formed and takes charge of the acts relating to the Common Purposes shall mean the Developer or the Maintenance Company.

ARTICLE XII # COVENANTS

- 12.1 COVENANTS BY THE OWNERS:** The Owners do hereby covenant with the Developer as follows:-
- 12.1.1 That each and every representation made by the Owners hereinabove are all true and correct and agrees and covenants to perform each and every representation and the failure in such performance or detection of any representation as false (partially or wholly) or incorrect or misleading shall amount to breach and default of the terms and conditions of this agreement by the Owners.
- 12.1.2 That with effect from the date of execution hereof the Owners shall not deal with, transfer, let out or create any Encumbrance in respect of the Subject Property or any part thereof or any development to be made thereat **save** only to the extent permitted expressly hereunder.
- 12.1.3 The Owners shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Developer.
- 12.1.4 That the Owners shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and not do or permit any act or omission contrary to the terms and conditions of this agreement in any manner.
- 12.1.5 That the Owners shall not interfere or hinder or cause any interference or hindrance in the sanction/modification/alteration of Sanction Plans in terms hereof, construction and development at the Subject Property by the Developer and/or Transfer of the Developer's Allocation in terms hereof and not to do any act deed or thing whereby any right of the Developer hereunder may be affected nor make any claim whatsoever in any other part or portion of the Subject Property except the Owners' Allocation.
- 12.1.6 All obligations of the Owners hereto shall be complied with by all of them and failure of any one of them shall be failure of all the Owners.

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Regional District Sub-Municipalities of the Federal District of Mexico
Federal, New Town, North 24-Pgs

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- 12.1.7** The Owners or any of them shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement.
- 12.1.8 Authority of Owners' Named Representative:** Unless changed by the Owners hereafter and communicated to the Developer in writing, only the Owners' Named Representative shall be and is hereby authorized by the Owners to deal with the Developer in all matters involving the Building Complex. The acts of the Owners' Named Representative in all matters referred to herein shall bind the Owners, except that no notice of termination or revocation of this Agreement or the Power of Attorney can be issued by the Owners' Named Representative.
- 12.2 COVENANTS BY THE DEVELOPER:** The Developer do hereby covenant with the Owners as follows:-
- 12.2.1** The Developer doth hereby agree and covenant with the Owners not to do any act deed or thing whereby any right or obligation of the Owners hereunder may be affected or the Owners are prevented from making or proceeding with the compliance of the obligations of the Owners hereunder.
- 12.2.2** That each and every representation made by the Developer hereinabove are all true and correct and agrees and covenants to perform each and every representation and the failure in such performance or detection of any representation as false (partially or wholly) or incorrect or misleading shall amount to breach and default of the terms and conditions of this agreement by the Developer.
- 12.2.3** The Developer shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Owners. One of the current Promoters of the Developer namely Mr. Mahesh Agarwal and/or his family, shall remain in control and management of the Developer, till completion of the New Building in terms hereof.
- 12.2.4** That the Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and not do or permit any act or omission contrary to the terms and conditions of this agreement in any manner.
- 12.2.5** The Developer shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement.

ARTICLE XIV # POWERS OF ATTORNEY AND OTHER POWERS:

13 POWERS BY OWNERS:

- 13.1** The Owners shall simultaneously with the execution of these presents execute and/or register one or more Powers of Attorney in favour of the Developer's nominated persons being namely Mr. Rajib Pradhan son of Shri Brindaban Pradhan and Ashish

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Affidavit, District of Columbia
Washington, New Town, North 24-Pg 4

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Agarwal son of Shri Sushil Kumar Agarwal (jointly and/or severally) or such other person as may be nominated from time to time granting all necessary powers and authorities to effectuate and implement this agreement (including for preparation and sanction of Building Plans, construction and development of the Subject Property, Transfer of the Developer's Allocation and all share right title and interest of the Owners in the Developer's Allocation) and also otherwise under this agreement and agree not to cancel the same during the subsistence of this Agreement, but execution of Power of Attorney shall not create any financial liability upon the Owners And That the power of transfer or delivery of possession shall be exercised subject to clause 9.4(ix) hereto.

- 13.2** If any further powers or authorities be reasonably required by the Developer at any time for or relating to the purposes mentioned herein, the Owners shall grant the same to the Developer and/or its nominees at the latter's costs and expenses and agree not to revoke the same also during the subsistence of this Agreement.
- 13.3 AUTHORITY AND ADDITIONAL POWERS:** It is understood that to facilitate the construction of Development at the Subject Property by the Developer and for obtaining necessary connections and utilities therein or therefor, various acts deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.
- 13.4** The said power or powers of attorney to be so granted by the Owners to the Developer and/or its nominee/s shall be exercised jointly and/or severally by them and shall form a part of this agreement and the Owners shall not be entitled to modify or alter the same without the prior written consent of the Developer.

ARTICLE-XIV # MISCELLANEOUS:

14 MISCELLANEOUS:

14.1 FINANCE AND MORTGAGE:

- 14.1.1** The Owners hereby agrees that with effect from the date of the Developer issuing notice for possession in respect of the Owner's Allocation in terms hereof, the Developer shall be entitled to obtain loans and finance in respect of any aspect of the development of the Building Complex or any part thereof from any Banks and/or the

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Department of the Provincial District Sub-Registrar, New Town, North 24-Pgs

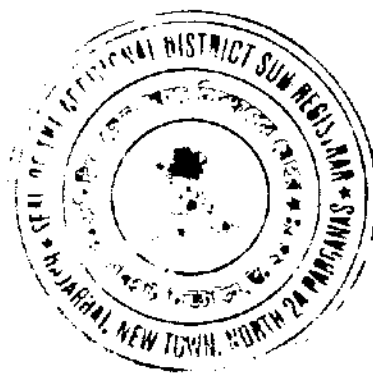
3 AUG 2019

Financial Institutions and/or Non-Banking Financial Companies and/or Recognized Foreign Direct Investors by mortgaging and charging the Unsold Areas in the Developer's Allocation including proportionate share of land of the Subject Property comprised in the Developer's Allocation, without however creating any financial obligation upon the Owners. The Developer shall also be entitled to permit the Transferees of Units, Parking Spaces and other Transferable Areas comprised in the Developer's Allocation or the Joint Allocation to take loans from any such Banks or Financial Institutions. However the Owners shall not be nor be made liable for refund of the loans.

- 14.1.2** The Owners agree from time to time to provide consents, confirmations and no objections or other documents as may be required for such mortgage or charge to be created by the Developer in respect of the Developer's Allocation alone and also agree to sign necessary loan and other agreements and power of attorney with the bankers or financiers in connection with the above Provided That the Owners shall not be liable in any manner for repayment thereof or any consequence of default in such repayment. In case owing to any loans or finances obtained by the Developer, the Owners suffer any losses or damages due to any non repayment, delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of its obligations in respect of any such loan or liability whatsoever, the Developer shall indemnify and keep the Owners saved harmless and indemnified in respect thereof.
- 14.2 PROPERTY TAXES AND OUTGOINGS:** Until the sanction of building plan , all taxes and outgoings (including arrears) on account of panchayat tax, land revenue, land tax, electricity charges and others shall be borne and paid by the Owners and those arising for the period thereafter shall be borne and paid by the Developer provided that upon construction and completion of each building, all taxes and outgoings in respect of the respective Allocations of the parties shall be borne paid and discharged by them and/or their respective transferees/nominees respectively;
- 14.3 DUE DATE FOR PAYMENT BY OWNERS GENERALLY:** Any amount required to be paid or contributed by the Owners in terms hereof shall, unless otherwise expressly mentioned herein, shall be paid by the Owners to the Developer within 7 days of the Developer raising its demand in respect thereof and failure to pay shall attract interest @15% per annum thereon Provided that if the delay in payment with interest exceeds 3 months from the due date, the Developer shall at its option and liberty be entitled to adjust the same from such number of Units out of the Security Units.
- 14.4 NAME:** The name of the Building Complex shall be such as be decided by the Developer. The Names of each building/portion thereof shall also be decided by the Developer.

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- 14.5 INDEMNITY BY OWNERS:** At all times hereafter the Owners hereto shall indemnify and agree to keep the Developer, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences (whether criminal civil or revenue) suffered or incurred by the Developer and arising due to any representation of the Owners being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Owners.
- 14.6 INDEMNITY BY DEVELOPER:** At all times hereafter the Developer hereto shall indemnify and agree to keep the Owners, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences (whether criminal civil or revenue) suffered or incurred by the Owners and arising due to any act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Developer..
- 14.7 DEATH OR INCAPACITY:** Notwithstanding any subsequent death or incapacity etc., of the Owners, this agreement as well as the Power/s of Attorney to be executed by the Owners, shall remain valid and effective and automatically bind all the heirs, executors, administrators, legal representatives of the Owners as if they were parties hereto and to the said Power/s of Attorney.
- 14.8 NO PARTNERSHIP OR AOP:** The Owners and the Developer have entered into this Agreement purely as a principal to principal and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 14.9 WAIVERS:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.
- 14.10 ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions, correspondence and agreements between the Parties, written oral or implied.
- 14.11 PART UNENFORCEABILITY:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement

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Additional District Sub Registrar,
Madurai, New Town, North 24-P.O.

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shall be valid and enforceable to the fullest extent permitted by law. The Parties agree, in the circumstances referred above, to use all reasonable endeavours to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.

14.12 MODIFICATIONS: No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by the Owners and the Developer.

14.13 CUSTODY OF ORIGINAL AGREEMENT: This original agreement will be kept by the Developer in its custody and the Developer will provide the Owners with a xerox copy of this agreement authenticated as a True Copy for the Owners' record.

14.14 ADDED AREAS :

14.14.1 The Developer shall be entitled to link the Subject Property with any lands or landed properties adjacent and/or adjoining to the Subject Property (hereinafter referred to as "the **Added Areas**"), which the Developer or any other group company may be owning or developing and shall be entitled to provide for sharing of certain common areas and installations in the Subject Property and the Added Areas between the owners and occupiers each thereof as the Developer may from time to time deem fit and proper, without however reducing the common areas or installations for the Non Residential Areas of the New Building in which the **Immediate Separately Allocable Areas** of the Owners are to be located. Further, the owners / occupiers of Residential Areas of the New Building at the Subject Property shall be entitled to use and enjoyment of at least the Swimming Pool, Gymnasium, Club and Community Hall located at the Added Areas against payment of proportionate expenses and as per the rules and regulations prevalent therefor. Save as aforesaid, the Developer shall be at liberty to do all or any of the following acts deeds and things from time to time relating to or arising out of the linking of the Subject Property and Building Complex with Added Areas:-

- (i) to allow the utilization of the frontage entry/exit points, passages, pathways, access-ways at the Subject Property for any sanction, construction use and enjoyment of the Added Areas or any construction and developments thereon,, to connect the Building Complex and the Added Areas or any part thereof or any developments thereon and/or to share any portion, area, utility, facility, accessway, entry/exit points, clubs or any common or other facility (including the Common Areas and Installations) between the occupants of the Building Complex and the Added Areas in such manner and to such extent as the Developer may deem fit and proper.

ARTICLE XV # DEFAULTS AND CONSEQUENCES:

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Additional District Office
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15 DEFAULTS & CONSEQUENCES:

15.1 DEFAULTS OF OWNERS : In case the Developer complies with and/or is ready and willing to comply with its obligations hereunder and the Owners fails and/or neglects to comply with any of their obligations mentioned in this Agreement in the manner or within the period stipulated therefor, the Developer shall give a notice, in writing, to the Owners giving time of 30 (thirty) days to remedy the default or breach and in case the Owners fails to remedy the same within such 30 days then the Developer shall be entitled to take any one or more of the following recourses in any priority or order as the Developer shall deem fit and proper:-

15.1.1 To itself try and attempt the compliance of the obligation under default, at the costs and expenses of the Owners and by paying such amounts and in such manner and on such terms and conditions as the Developer may deem fit and proper and without being liable to the Owners for the result of such attempt and the Owners shall be liable to pay interest @15% (fifteen percent) per annum on all amounts for the time being paid or incurred by the Developer with effect from the date of default or breach and until remedy of default or cancellation as the case may be. The maximum period for the Developer to attempt compliance under this clause shall be 6 (six) months which period may be extended by mutual consent not to be unreasonably withheld;

15.1.2 To exclude the portion or portions as may be the subject matter of such default from being part of the Subject Property or the Building Complex as the case may be and to continue the Project in the balance portion. In case of any such exclusion, the Subject Property shall be varied accordingly and all other provisions of this agreement shall apply mutatis mutandis, including proportionate reduction in the amount of security deposit. In such an event, (i) the Owners shall forthwith refund to the Developer proportionate amount of security deposit; and (ii) the excluded portion shall be reverted to the Owners as its nature then permits;

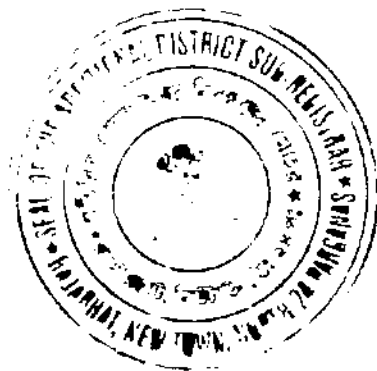
15.1.3 To sue the Owners for specific performance of the contract and/or damages;

15.1.4 To cancel the contract envisaged herein in whole or in respect of the Building Complex as the case may be affected by such default and in such event the consequences of Cancellation as envisaged in Clause 15.3 shall be followed.

15.2 EFFECTS OF DEVELOPER CARRYING OUT OBLIGATION OF OWNERS : In case of the Developer complying with the obligation of the Owners under default, the amounts, costs and expenses paid or incurred by the Developer together with interest @15% (fifteen percent) per annum thereon shall be the liability of the Owners exclusively and the Developer shall have a lien on the Owners 's Entitlement/Allocation for such amount. The amount and interest shall be adjustable firstly out of the share of Realization receivable by the Owners and the Parties shall

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Additional District Sub-Registrar
Saharwal, New Town, Multan 24-P, J.S.

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instruct the Bankers for necessary adjustment of the same before remitting any fund of the Owners' entitlement in the realizations and any residue shall be adjustable against the proceeds realized from transfer of the Separately Allocable Areas of the Owners.

15.3 CONSEQUENCES OF CANCELLATION: In case the Developer cancels this Agreement, then notwithstanding anything elsewhere to the contrary contained in this Agreement the following consequences shall apply:

15.3.1 Any cancellation affecting part of the Subject Property or of the Building Complex shall not affect the continuance of this Agreement in respect of the remaining parts of the Subject Property or the Building Complex as the case may be.

15.3.2 Any Realization received by either party from the Transferees and required to be refunded owing to cancellation, shall be refunded by the Owners and the Developer respectively and the Owners shall be liable for any other claims of the Transferees.

15.3.3 The Security Deposit and all other amounts on any account paid or incurred by the Developer on the Subject Property including on its planning or development or otherwise together with all interest (w.e.f. the respective dates of payment / incurrance thereof), payable by the Owners, shall immediately and in any event within 15 (fifteen) days of being demanded by the Developer, become refundable by the Owners to the Developer wholly if the Agreement is cancelled as a whole and proportionately if the agreement is cancelled only in respect of part of the Subject Property and the Developer shall simultaneously with such refund restore vacant and peaceful possession of the Subject Property (or the portion affected by cancellation). In case of delay in refund beyond 6 (six) months from the stipulated date, then the Developer shall, without prejudice to its other rights and remedies hereunder or under law, be entitled to assign / transfer / deal with / dispose of the Subject Property and the Owners 's interest therein and at the market value thereof and on such terms and conditions as the Developer may deem fit and proper and out of the proceeds realized from such assignment / transfer / disposal, the Developer shall retain with itself all amounts then due and payable by the Owners to the Developer and refund the balance to the Owners. In case there be any shortfall, then the Owners shall pay the same to the Developer within 7 (seven) days of demand;

15.3.4 Simultaneously with the Owners complying with the obligations pursuant to cancellation in terms of the aforesaid clause, the Developer shall, at the cost and expenses of the Owners, revert the Subject Property or concerned part thereof, in the condition the same be then to the Owners (i.e. with all

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improvements and developments made thereon until then and/or as its nature then permits) alongwith all the original title deeds.

15.4 DEFAULTS BY DEVELOPER:

15.4.1 In case the Owners complies with and/or is ready and willing to carry out its obligations as stated herein and the Developer, subject to force majeure, fails and/or neglects to get the Building Plans sanctioned within the stipulated period herein and/or to pay the remaining Security Deposit amounts within the stipulated periods, the Developer shall be allowed a grace period of 5 (five) months for the same (during which period the Developer shall pay interest on the unpaid Security Deposit @15% per annum) and in case the Developer still fails to so obtain sanction and/or pay the deposit within the grace period, the Owners shall be entitled upon giving notice to the Developer to cure the default within 30 days and if Developer still fails to cure the default within the said notice period, to cancel this Agreement and in case of such cancellation the Owners shall forthwith within 30 (thirty) days refund to the Developer the Security Deposit until then paid, after deducting the accrued interest on unpaid deposit as aforesaid and a sum of Rs.1000000/- (Ten Lacs)therefrom as pre-determined liquidated damages, and without being required to pay or reimburse any costs or expenses that may have been incurred by the Developer until then and the Developer shall simultaneously therewith deliver back vacant and peaceful possession of the Subject Property and all original title deeds to the Owners and clearances obtained for sanction till then.

15.4.2 In case the Owners comply with and/or are ready and willing to carry out their obligations as stated herein, and the Developer, subject to force majeure fails and/or neglects to construct the Building Complex within the stipulated period, then the Developer shall be allowed a grace period of 6 (six) months for the same and in case the Developer still fails to so construct the Building Complex within the grace period, then the parties shall by mutual consent extend such period by such time as required for such construction subject to the Developer making payment of a sum of Rs.5,00,000/- per month for the period of delay, and in case the Developer still fails to so construct within such extended period, the Owners will be entitled to take over the unfinished works in the Building Complex and to complete the same at the costs and expenses of the Developer together with pre-determined damages liquidated at 5 % (Five percent) of such costs and expenses incurred for completing the unfinished works. In case of such takeover the following terms and conditions shall apply:

- (i) all Realizations in respect of the concerned Complex so taken over accruing from the date of take over shall be received by the Owners and the same shall be dealt with in the manner hereinafter mentioned. Upon completion of the works and accounting of the same, if it is found that the costs of construction with the said liquidated damages (being both liquidated damages mentioned in Clause 15.4.1 and 15.4.2 hereinabove) exceed the Developer's share of the Realization, the Developer shall pay the deficit to the Owners and such

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[Signature]



Additional District Sessions Judge
New Town, North 24 Parganas

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deficit or part thereof may be adjusted out of the un-refunded Security Deposit and the balance unadjusted Security Deposit, if any, shall be forthwith refunded by the Owners to the Developer **AND** if the same are less than the Developer's share of the Realization, the surplus Realization shall be forthwith paid by the Owners to the Developer alongwith the unadjusted / un-refunded Security Deposit, if any. In case the Owners have to borrow funds for completing such unfinished work, then the Owners shall be entitled to actual interest paid by the Owners thereon subject to maximum of @15% (fifteen percent) per annum (compounded annually) on the borrowed amount, it being clarified that the Realizations shall be firstly applied for repayment of the borrowings to keep the interest component in check.


- (ii) The benefits of all sanctions, licenses, permissions, clearances and certificates in respect of the works taken over by the Owners shall stand assigned in favour of the Owners without any cost.

15.4.3 The Developer shall immediately upon the intention of take over being communicated to it by the Owners , deliver peaceful possession of the Subject Property to the Owners alongwith all title deeds. The Developer shall continue to be liable for all loans and interest and other related amounts taken previously by the Developer and any action or consequences arising out of default or otherwise in respect thereof and shall not draw any further amount thereafter. The Owners shall be free to use the unadjusted security deposit and realizations relatable to the Developer's Entitlement / Allocation to clear the said loans with interest.

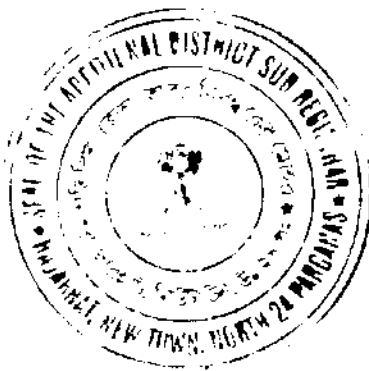
15.5 Save as contained in Clause 15.4 above, in case the Owners complies with and/or is ready and willing to carry out their obligations as stated herein and the Developer subject to force majeure fails and/or neglects to comply with its other obligations within the stipulated period, the Owners shall give a written notice to the Developer to remedy the default within 30 (thirty) days of such notice and in case the Developer fails to remedy the default within such 30 (thirty) days notice period, the Owners shall, without prejudice to its other rights and remedies hereunder or under law, be entitled to sue the Developer for specific performance of the contract and/or damages.

15.6 UNILATERAL CANCELLATION: Neither party hereto can unilaterally cancel or rescind this agreement at any time unless such party is entitled to do so by express terms of this agreement contained elsewhere herein upon default of the other party.

15.7 CHOICE OF REMEDIES: It is clarified that the exercise of any one or more remedy by any party shall not be or constitute a bar for the exercise of any other remedy by the Developer at any time. Furthermore, the liability of the Owners to pay interest at the rate and in terms of the other Clauses of this agreement shall continue for the entire duration until payment/repayment of the entire dues irrespective of the

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Additional District Court
Wakelet, New Town, North 22, 22

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exercise of the other remedies by the defaulting party and without affecting the other liabilities of the defaulting party hereunder.

ARTICLE-XVI # NOTICES, ARBITRATION AND JURISDICTION:

16 NOTICES:

16.1 All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of despatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered speed post without the same being served.

16.2 ARBITRATION:

16.2.1 All disputes and differences between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/ or the Subject Property or any part thereof or determination of any liability shall be referred to arbitration of such person as may be appointed by the parties (hereinafter referred to as "the **Arbitration Tribunal**") and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act 1996 or any other statutory modification or enactment for the time being in force. In connection with the said arbitration, the parties have agreed and declared as follows:


- (i) The Arbitration Tribunal shall have summary powers and will be entitled to lay down their own procedure.
- (ii) The Arbitration Tribunal will be at liberty to give interim orders and/or directions.
- (iii) The Arbitration Tribunal will be at liberty to award compensation without being liable to assign any reason therefore and the parties have agreed not to challenge the authority of the Arbitrators in awarding such compensation.

16.2.2 The parties agree to abide by all their directions and/or awards and not to challenge the same in any manner whatsoever or howsoever.

16.3 JURISDICTION:

16.3.1 Only the Courts having territorial jurisdiction over the Subject Property and/or the Calcutta High Court shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.

THE FIRST SCHEDULE ABOVE REFERRED TO:

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Additional District Subregistrars
Baltimore, New Town, North 24-rqs.

13 AUG 2001

(Subject Property)

ALL THAT piece and parcel of land containing an area of 27 Cottahs 00 Chittaks and 38 square feet or 0.44 acre more or less together with structure measuring about 1200 square feet situate lying at and comprised in a divided and demarcated portion of L.R. Dag No. 210 recorded in L.R. Khatian Nos. 1241 and 512 (formerly R.S. Dag no. 210 recorded in R.S. Khatian No. 179) in Mouza Dashdrone, J.L. No. 4, Police Station Baguihati (formerly Airport theretofore Rajarhat), being portion of municipal holding Nos.252-255/08/05 Block G, Dashdrone (Solua) within Ward No. 5 Bidhannagar Municipal Corporation in the District of North 24 Parganas delineated in the plan annexed hereto duly bordered thereon in "RED" and butted and bounded as follow;

On the North : By portions of Dag Nos. 208 and 209;

On the South : Partly by portion of Dag No. 210 and partly by Rajarhat Road;

On the East : Partly by Rajarhat Road and partly by private road;

On the West : By portion of Dag No. 123.

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:**FACTS OF TITLE**

1. One Hemanta Kumar Dutta (since deceased) was the sole and absolute owner of the said Property.
2. The said Hemanta Kumar Dutta, a Hindu during his life time and governed under Dayabhaga School of Law, died intestate on died on 06.06.1986 leaving him surviving his wife namely Ila Dutta and three sons namely Tamal Kumar Dutta, Saibal Kumar Dutta, Prabal Kumar Dutta who all upon his death inherited and became entitled to the said Property absolutely and forever.
3. By four Sale Deeds 17th August 1987 and registered with Additional District Sub-Registrar, Bidhannagar the said Ila Dutta, Tamal Kumar Dutta, Saibal Kumar Dutta and Prabal Kumar Dutta sold conveyed and transferred the said Property as follows:-
 - a. By Sale Deed registered in Book I Volume No. 96 Pages 175 to 188 Being No. 4753 for the year 1987, the said Prabal Kumar Dutta for the consideration therein mentioned sold conveyed and transferred unto and to one Kanak Chakraborty ALL THAT portion containing an area of 6 Cottahs 12 Chittacks 10 Square feet more or less out of the said Property absolutely and forever.

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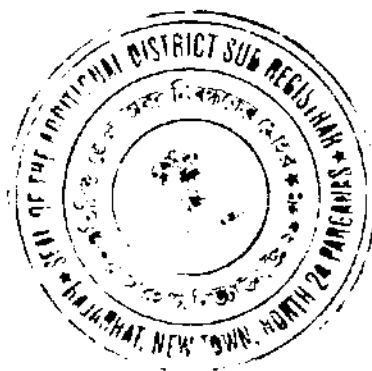


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North 24 Parganas, West Bengal
13/11/2016

- b. By Sale Deed registered in Book I Volume No. 96 Pages 203 to 216 Being No. 4755 for the year 1987, the said Saibal Kumar Dutta for the consideration therein mentioned sold conveyed and transferred unto and to the said Kanak Chakraborty ALL THAT portion containing an area of 6 Cottahs 12 Chittacks 10 square feet more or less out of the said Property absolutely and forever.
- c. By Sale Deed registered in Book I Volume No. 96 Pages 189 to 202 Being No. 4754 for the year 1987, the said Ila Dutta for the consideration therein mentioned sold conveyed and transferred unto and to one Gita Chakraborty ALL THAT portion containing an area of 6 Cottahs 12 Chittacks 8 Square feet more or less out of the said Property absolutely and forever.
- d. By Sale Deed registered in Book I Volume No. 96 Pages 217 to 232 Being No. 4756 for the year 1987, the said Tamal Kumar Dutta for the consideration therein mentioned sold conveyed and transferred unto and to one Gyanada Chakraborty ALL THAT portion containing an area of 6 Cottahs 12 Chittacks 10 Square feet more or less out of the said Property absolutely and forever.
4. By Sale Deed dated 27th September 1991 and registered with Additional District Sub-Registrar, Bidhannagar in Book I Volume No. 153 Pages 49 to 62 Being No. 8451 for the year 1991, the said Gyanada Chakraborty for the consideration therein mentioned sold conveyed and transferred unto and to Rakhi Saha (the Owner No.2 hereto) ALL THAT his portion containing an area of 6 Cottah 12 Chittaks 10 square feet more or less of and in the said Property absolutely and forever.
5. By Sale Deed dated 27th September 1991 and registered with Additional District Sub-Registrar, Bidhannagar in Book I Volume No. 152 Pages 493 to 506 Being No. 8443 for the year 1991, the said Gita Chakraborty for the consideration therein mentioned sold conveyed and transferred unto and to Sanjay Saha (the Owner No.1 hereto) ALL THAT her portion containing an area of 6 Cottahs 12 Chittacks 8 Square feet more or less of and in the said Property absolutely and forever.
6. By Sale Deed dated 2nd December 1991 and registered with Additional District Sub-Registrar, Bidhannagar in Book I Volume No. 179 Pages 341 to 354 Being No. 9854 for the year 1991, the said Kanak Chakraborty for the consideration therein mentioned sold conveyed and transferred unto and to Rakhi Saha (the Owner No.2 hereto) ALL THAT her portion containing an area of 6 Cottah 12 Chittacks 10 Square feet more or less of and in the said Property absolutely and forever.
7. By Sale Deed dated 2nd December 1991 and registered with Additional District Sub-Registrar, Bidhannagar in Book I Volume No. 179 Pages 355 to 370 Being No. 9855 for the year 1991, the said Kanak Chakraborty for the consideration therein mentioned sold conveyed and transferred unto and to Sanjay Saha (the Owner No.1

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Additional District Sub Registrar, New Town, North 24 Parganas

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hereto) ALL THAT his portion containing an area of 6 Cottahs 12 Chittacks 10 Square feet more or less of and in the said Property absolutely and forever.

8. The name of the Owner No.1 is recorded as Raiyat in respect of his part admeasuring 13 Cottahs 8 Chittacks and 18 Square feet more or less out of the said Property under L.R. Khatian No. 1241 (with a recorded area of 22 Sataks) and the name of the Owner No. 2 is recorded as Raiyat in respect of her part admeasuring 13 Cottahs 8 Chittacks and 20 Square feet more or less out of the said Property under L.R. Khatian No. 512 in the Records of Rights published under the West Bengal Land Reforms Act, 1955.

THE THIRD SCHEDULE ABOVE REFERRED TO:
OWNERS' INTERNAL AGREED PROPORTION

SL No.	Name of OWNERS	%age of each OWNER out of Owners' Allocation
1	SANJAY SAHA	50%
2	RAKHI SAHA	50%
	TOTAL:	100.00

THE FOURTH SCHEDULE ABOVE REFERRED TO:

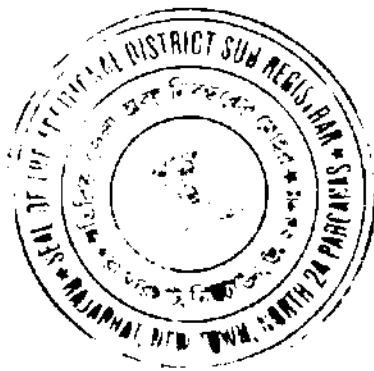
TENTATIVE LIST OF COMMON AREAS AND INSTALLATIONS

1. AREAS:

- (a) Main gate and entrance.
- (b) Open and covered paths and passages within the building.
- (c) Lobbies and staircases.
- (d) Pump room and Electric Meter room.
- (e) Stair Head room, Lift Machine Room, Lift well.
- (f) Boundary walls.
- (g) Common Staff toilet in the ground floor.

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Additional District Registrar
Majapal, New Town, North 24 Parganas

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2. WATER AND PLUMBING: Water reservoirs, water tanks, water pipes (excepting those inside any unit) and deep tube well, if any.
3. ELECTRICAL INSTALLATIONS:
 - (a) Wiring and accessories for lighting of common areas.
 - (b) Pump and motor.
 - (c) Lift and Lift machinery.
 - (d) Fire fighting equipment in the building, if any.
4. DRAINS: Drains, sewers and pipes.
5. Water Supply.
6. OTHERS: Other common areas and installations and/or equipments as provided by the Developer in terms hereof for common use and enjoyment.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Specifications in respect of the Unit/s comprised in the Owners' Allocation)

1. FOUNDATION AND SUPER STRUCTURE: Piled / RCC framed structure.
2. WALLS: Exterior Wall: Weather coat/texture paint finish.
Interior Wall: POP finish.
3. FLOORING: Vitrified Tiles.
4. GROUND LOBBY & STAIRS : lobby with marble/granite Tile finish.
5. ELECTRICALS : Insulated copper wiring (Anchor or Equivalent) with sufficient switches and MCB in each flat. A.C. points in Living/dining and all bed rooms.
8. DOORS: Flush Doors
9. WINDOWS: Aluminum sliding windows with Glass along with grills.
10. LIFT : Lifts of Kone or similar make.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

EXTRAS AND DEPOSITS:

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Additional District SDO-REGD. Co.
Rajahmundry, New Town, North 24-Pg2

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EXTRAS shall include:

- (a) all costs, charges and expenses on account of HT & LT power (including Sub-station, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts payable to the electricity service provider;
- (b) Security or any other deposit (including minimum deposits or any deposit by any name called) and all additional amounts or increases thereof payable to the electricity service provider, presently being CESC/WBSEB Limited or other electricity service provider for electricity connection at the Building Complex.
- (c) all costs, charges and expenses on account of one or more generators and like other power-backup equipment and all their accessories (including cables, panels and the like) for the Building Complex ;
- (d) Betterment fees, development charges, water connection charges and other levies taxes duties and statutory liabilities (save those being the exclusive liability of the Owners) that may be charged on the Subject Property or the buildings or the Units or on their transfer or construction partially or wholly, as the case may be.
- (e) Cost of formation of Association/service maintenance company/society.
- (f) Service tax, Value Added Tax (VAT), or any other statutory charges/levies.

DEPOSITS (which shall be interest free) shall include:

- (a) Deposit on account of maintenance charges, common expenses, municipal rates and taxes etc,
- (b) Any other deposits if so made applicable by the Developer for the Units, with the consent of the Owners, in the Building Complex.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

PART-I

1. **OUTGOINGS AND TAXES:** The Owners binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-
 - (a) Property taxes, Rates taxes commercial surcharge and khajana/land revenue and water tax, if any, assessed on or in respect of the Separately Allocable Areas comprised in the Owners' Allocation and the Appurtenances directly to the concerned Authority Provided That so long as the Owners' Allocation is not assessed separately for the purpose of such rates and taxes, the Owners shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the Subject Property.

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Regional District Sub-Region
Central, New Town, North 24-Fps

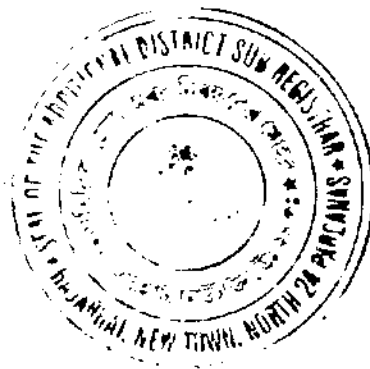
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- (b) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Separately Allocable Areas comprised in the Owners' Allocation or the Appurtenances or the Building or the Subject Property and whether demanded from or payable by the Owners or the Maintenance In-charge and the same shall be paid by the Owners wholly in case the same relates to the Separately Allocable Areas comprised in the Owners' Allocation and/or the Appurtenances and proportionately in case the same relates to the Building or the Subject Property or any part thereof.
- (c) Electricity charges for electricity consumed in or relating to the Separately Allocable Areas comprised in the Owners' Allocation and the Appurtenances (including any applicable minimum charges, proportionate share of the electricity charges for loss of electricity due to amortization and transmission).
- (d) Charges for water (if and as applicable), and other utilities consumed by the Owners and/or attributable or relatable to the Separately Allocable Areas comprised in the Owners' Allocation and the Appurtenances against demands made by the Appropriate Authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for Separately Allocable Areas comprised in the Owners' Allocation and/or the Appurtenances, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
- (e) Proportionate share of all Common Expenses (including those mentioned in Part-III of the Fourth Schedule hereto) to the concerned Maintenance In-charge. In particular and without prejudice to the generality of the foregoing, the Owners shall pay to the Maintenance-In-charge, maintenance charges calculated at such rate as be decided by it. The said maintenance charge/minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.
- (f) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Owners.
- (g) GST and any applicable tax, cess, imposition or levy in respect of any amounts and outgoings payable by the Owners and also all penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Owners in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

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2013/04/24



Administrative District Sub-Region
Baltimore, New Town, North 24-Parliamas


13 AUG 2016

- 1.1 All payments mentioned in this agreement shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Owners or in the letter box in the ground floor earmarked for the Owners' Allocation **Provided That** any amount payable by the Owners directly to any authority shall always be paid by the Owners within the stipulated due date in respect thereof and the Owners shall bear and pay the same accordingly and without any delay, demur or default and indemnify and keep indemnified the Developer and the Maintenance-in-Charge and all other Co-owners for all losses damages costs claims demands and proceedings as may be suffered by them or any of them due to non-payment or delay in payment of all or any of such amounts and outgoings. Any discrepancy or dispute that the Owners may have on such bills shall be sorted out within a reasonable time but payment shall not be with-held by the Owners owing thereto.
- 1.2 The liability of the Owners to pay the aforesaid outgoings and impositions shall accrue with effect from the date of delivery of possession of the Separately Allocable Areas comprised in the Owners' Allocation by the Developer to the Owners or the 16th day from the date of the Developer giving the Notice for Possession to the Owners in respect thereof.
- 1.3 It is expressly agreed and understood that so long as the Developer or its nominee be the Maintenance In-charge, the Owners shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred.

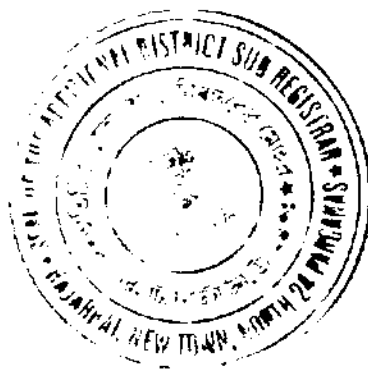
PART-II

(RULES AND REGULATIONS)

1. The Owners binds themselves and covenants:
- (a) to use the Separately Allocable Areas comprised in the Owners' Allocation only for the purposes for which it is sanctioned and in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Developer first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Separately Allocable Areas comprised in the Owners' Allocation or any activity which may cause nuisance or annoyance to the Co-owners.
 - (b) It is expressly agreed and understood by the Owners that the Owners shall not under any circumstances be entitled to use, the Separately Allocable Areas comprised in the Owners Allocation or any part thereof for the business of or relating to wine, any other liquor, meat shop, pan biri shop, Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club,

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Additional District Sub-Registrar,
Salem, New Town, North 24-Pgs

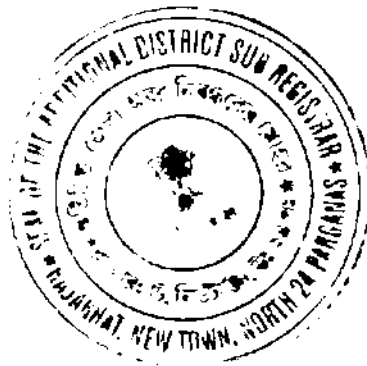
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slaughter of animals or any manufacturing work etc., whatsoever nor the Owners shall be entitled to carry out any form of cooking except as may be permitted in law (particularly the fire safety laws) in or from the same or use fire gas or stove or like thereat.

- (c) to strictly abide by and ensure that all its employees, agents and visitors abide by all the rules and regulations from time to time applicable in respect of the matters relating to the Common Areas and Installations, common facilities and amenities, opening, closing, working hours, holidays, display of signboards, waste management, enforcing security and smooth functioning of the Building Complex or for any other manner related to the Common Purposes. All persons temporarily or permanently engaged and/or employed by the Owners, directly or indirectly, for and/or in connection with the activities of the Owners in the Separately Allocable Areas comprised in the Owners Allocation and/or otherwise shall be considered to be the employees of the Owners and the Owners shall be fully responsible and liable for all acts or omissions of its employees.
- (d) The Owners shall not park any vehicle of any description anywhere within the Building Complex save only at the place if agreed to be allotted to them as part of the Separately Allocable Areas comprised in the Owners' Allocation.
- (e) to put or install window or split model air-conditioned Unit(s) only at the place(s) and in the manner specified by the Developer and at no other place to strictly maintain the outer elevation synergy of the Building Complex.
- (f) To apply for and obtain and keep valid all permissions and clearances from the concerned authorities and abide by all the municipal laws, local laws, labour laws, environmental laws etc. as may be required for such use of Separately Allocable Areas comprised in the Owners Allocation and pay all taxes and outgoings in respect thereof. As and when required by the Developer, the Owners shall produce before the Developer, all such permissions, clearances and other papers and documents in connection with its said obligation.
- (g) not to open out any additional window or alter the size of any window as be provided in the Separately Allocable Areas comprised in the Owners' Allocation or any other apparatus protruding outside the exterior of the Separately Allocable Areas comprised in the Owners' Allocation.
- (h) to apply for and obtain at his own costs separate assessment and mutation of the Separately Allocable Areas comprised in the Owners' Allocation in the records of the concerned authorities within 6 (six) months from the date of possession.

S. R. S.





Additional District Sub-Registrar,
Rajahmundry, New Town, North 24-Pgs

13 AUG 2019

- (i) To keep the Separately Allocable areas under its own lock and key and be responsible for safety and security of all its fit-outs and belongings thereat and not keep any animal or reptile thereat.
- (j) To keep the Separately Allocable Areas comprised in the Owners Allocation and every part thereof clean and hygienic and tidy and to keep all pipes drains basins sinks and water closets if any thereat clean and unblocked.
- (k) Not to store, stack or lay out any materials, equipments, plant, bins, crates, cartons, boxes or any receptacle for waste or any other item that is or might become untidy, unclean, unsightly or in any way detrimental to the property or the area generally upon any part of the Separately Allocable Areas comprised in the Owners Allocation and/or the said Building Complex or permit or suffer anyone at the property expressly or impliedly with its permission or under its control to do so.
- (l) to ensure that its employees, agents, contractors or associates do not in any manner deface, vandalize or bring to disrepute the said Building by affixing posters, hanging festoons, spitting or doing any other act in any manner whatsoever.
- (m) not to erect or install on the windows of the Designated Unit or on any panel or glazing any sign device furnishing ornament or object which is visible from outside the Designated Unit nor to block up, darken, or obstruct or obscure any of the windows or lights belonging to the Designated Unit or to any part of the said Building.
- (n) not to commit or permit to be committed any form of alteration or changes in the Separately Allocable Areas comprised in the Owners' Allocation or in the beams, columns, pillars of the New Building passing through the Separately Allocable Areas comprised in the Owners' Allocation or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the New Building nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the New Building or any part thereof.
- (o) not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- (p) not to place or take into the lifts, without the prior approval of the Maintenance-in-Charge, any baggage, furniture, heavy articles or other goods.

S. R. S.






National Etridge Sub-Registry Office
Rajshahi, New Town, North 24-Pgs

3 AUG 2019

- (q) not to store or bring upon any part of the premises or the building arms, ammunition or unlawful goods like gunpowder, saltpeter, kerosene, chemicals, gases or any explosive, combustible or hazardous substance or material.
- (r) to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Separately Allocable Areas comprised in the Owners' Allocation at all reasonable times for construction and completion of the New Building and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Separately Allocable Areas comprised in the Owners' Allocation within 2 days of giving of a notice in writing by the Maintenance In-charge to the Owners thereabout;
- (s) to keep the Separately Allocable Areas comprised in the Owners' Allocation and walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance and exit serving any other Unit in the New Building in good and substantial repair and condition so as to support shelter and protect the other units and/or parts of the New Building and not to do or cause to be done anything in or around the Separately Allocable Areas comprised in the Owners' Allocation which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Separately Allocable Areas comprised in the Owners' Allocation.
- (t) not to commit or permit to be committed any alteration or changes in, or draw from outside the New Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Separately Allocable Areas comprised in the Owners' Allocation and any other Unit in or portion of the Building Complex.
- (u) to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Building Complex and the Premises and other Common Purposes.
- (v) to keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the Subject Property free from obstructions and encroachments and in a clean and orderly manner and not to deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and Installations and the Subject Property or dry or hang clothes outside the Separately Allocable Areas comprised in the Owners' Allocation.
- (w) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, ,

 R.S.





Additional District Survey Registrar
New Town, North 24 Pgs

13 AUG 2015

Electricity Provider, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Separately Allocable Areas comprised in the Owners' Allocation as well as the user operation and maintenance of lift, generator, water, electricity, transformer, if any, drainage, sewerage and other installations and amenities at the Building Complex.

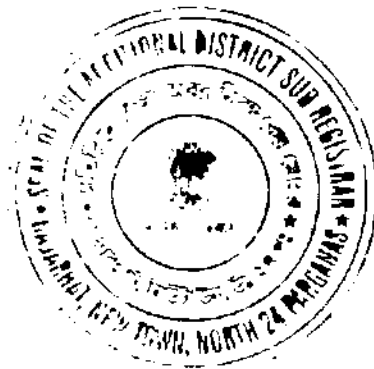
- (x) not to alter the outer elevation or façade or colour scheme of the New Building (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Developer as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Separately Allocable Areas comprised in the Owners' Allocation or the New Building otherwise than in the manner agreed by the parties hereto.
- (y) not to install grills the design of which have not been suggested or approved by the Developer or the Architects.
- (z) not to fix or install any antenna on the roof or any part thereof except at the place identified and permitted by the Developer therefor nor shall fix any window antenna.

1.1 In the event of the Owners failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, khajana/land revenue and taxes, Common Expenses or any other amounts payable by the Owners under these presents and/or in observing and performing the covenants terms and conditions of the Owners hereunder then without prejudice to the other remedies available against the Owners hereunder, the Owners shall be liable to pay to the Maintenance-in-charge, interest at the rate of 2% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to:

- a) disconnect the supply of electricity to the Separately Allocable Areas comprised in the Owners' Allocation.
- b) withhold and stop all other utilities and facilities (including lift, generator, water, etc.,) to the Owners and his employees customers agents tenant or licencees and/or the Separately Allocable Areas comprised in the Owners' Allocation.
- c) to demand and directly realize rent and/or other amounts becoming payable to the Owners by any tenant or licensee or other occupant in respect of the Separately Allocable Areas comprised in the Owners' Allocation.

B. R. S.





National District Sub-Region
National New Town, North 24-Prov

13 AUG 2005

- 1.2 The Developer confirms that the transfer of the Transferable Areas other than the Separately Allocable Areas comprised in the Owners' Allocation shall also have the similar set of rules and regulations as contained in clause 1 and 1.1 of this Schedule above save as may be modified by the Developer in consultation with the Owners.

PART-III(COMMON EXPENSES)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating replacing and renewing etc. of the main structure and in particular the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas and Installations of the Building Complex (including lifts, generators, intercom, water pump with motor, etc.), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Building and/or the Building Complex and/or enjoyed or used in common or serving more than one Unit/Flat and other saleable space in the Building and at the Premises, main entrance, landings and staircase of the Building enjoyed or used by in common and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common Areas and Installations, the main entrance, passages, driveways, landings, staircases and other parts of the Building and/or the Building Complex so enjoyed or used in common and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including lifts, generators, intercom, water pump with motor, etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
6. **INSURANCE:** Insurance premium for insurance of the Building against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.

 R.S.





Additional District Sub Registrar
New Town, North 24-Fg

13 AUG 2013

9. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

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

EXECUTED AND DELIVERED by the abovenamed **OWNERS** at Kolkata in the presence of:

Sanjay Saha
(SANJAY SAHA)

Rakhi Saha

Subham Dalmea

1. SUBHAM DALMEA

*3B, Ramnathan Mullik Garden
Lane, Kolkata-16*

Debasish Das.

EXECUTED AND DELIVERED by the abovenamed **DEVELOPER** at Kolkata in the presence of:

UTSAV VINIMAY PVT. LTD.

Rajiv Kumar

Authorized Signatory

Subham Dalmea

Debasish Das

*Salua (Roy Para)
Rajarhat Gopalpur.
KOL - 136*

Drafted by me:-

Samya Samanta, Advocate
C/o DSP Law Associates
4D, Nicco House
1B & 2, Hare Street
Kolkata - 700001

F-1064/2012



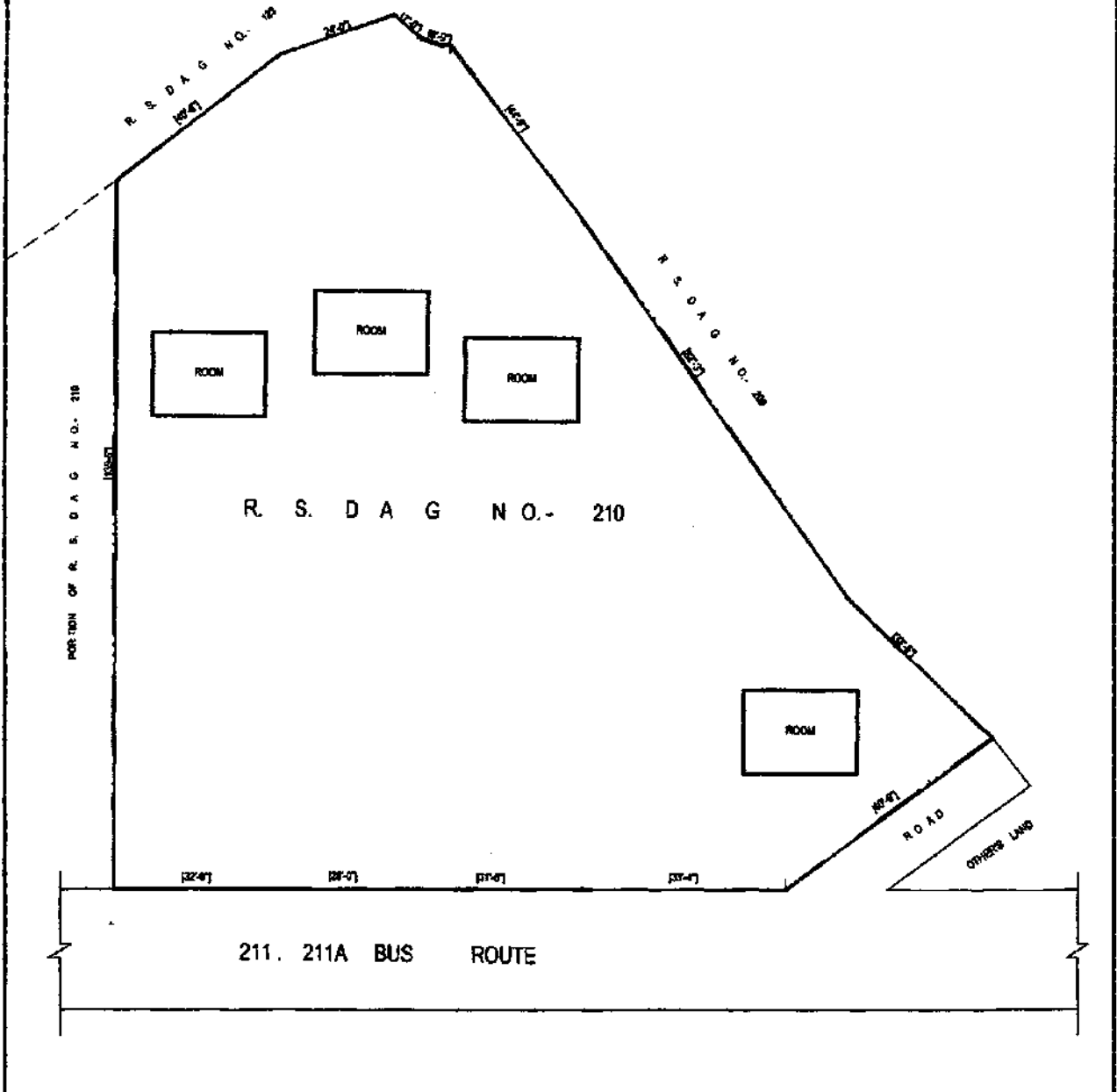
Additional District Surplus Land Officer
Additional New Town, North 2019

3 AUG 2019

MOUZA - DASHADRONE , J.L. NO. - 4

,P.S.- RAJAR HAT , 24 PARGANAS . (N)

LAND SHOWN IN RED














Sanjay Saha
Rakhi Saha












UTSAV VINIMAY PVT. LTD.
Rajiv Kumar
Authorized Signatory














Department of the Attorney General
Commonwealth of Massachusetts

13 AUG 2019

<i>Finger prints of the executant</i>					
					
	Little	Ring	Middle (Left	Fore Hand)	Thumb
					
	Thumb	Fore	Middle (Right	Ring Hand)	Little

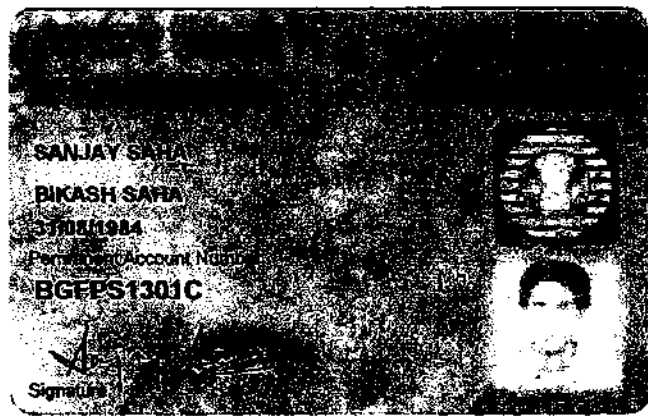
<i>Finger prints of the executant</i>					
					
	Little	Ring	Middle (Left	Fore Hand)	Thumb
					
	Thumb	Fore	Middle (Right	Ring Hand)	Little

<i>Finger prints of the executant</i>					
					
	Little	Ring	Middle (Left	Fore Hand)	Th
					
	Thumb	Fore	Middle (Right	Ring Hand)	Little



Additional District Sub Registrar
Barrackpore, North 24 Parganas, West Bengal

3 AUG 2019



Sanjay Saha



ভারত সরকার

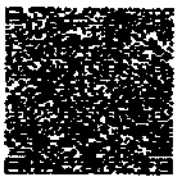
Unique Identification Authority of India

অধিকাৰিত আইডি / Enrollment No.: 1111/80082/02517

To
Sanjay Saha
সঞ্জয় সাহা
S/O: Bikash Saha
A-4/6
LABONY ESTATE
SALT LAKE, SECTOR-1
Bichannagar (M)
West Bengal - 700094
9830781622



KH379301949FT
37930194



আপনার আধাৰ সংখ্যা / Your Aadhaar No. :
2292 4796 4484

আধাৰ - সাধাৰণ মানুহৰ অধিকাৰ



নাম / Name
Sanjay Saha

জন্মদিন / DOB: 31/08/1984
লিংগ / Male

2292 4796 4484

আধাৰ - সাধাৰণ মানুহৰ অধিকাৰ

তথ্য

- আধাৰ পৰিচয়ৰ প্ৰমাণ, নাগৰিকত্বৰ প্ৰমাণ নয়।
- পৰিচয়ৰ প্ৰমাণ অনলাইন প্ৰমাণীকৰণ দ্বাৰা লাভ কৰিব।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

■ আধাৰ সারা দেশে মাল্য।
■ আধাৰ ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
■ Aadhaar is valid throughout the country.
■ Aadhaar will be helpful in availing Government and Non-Government services in future.



ঠিকানা: সঞ্জয় সাহা, ৬ /
লাবনী এস্টেট, সল্ট লেক, সেক্টর-১,
বিচান্নাগর (ম), উত্তর ২৪
পার্শ্বাঞ্চল, বিচান্নাগর জিলা, পশ্চিম বঙ্গ,

Address: S/O: Bikash Saha,
A-4/6, LABONY ESTATE,
SALT LAKE, SECTOR-1,
Bichannagar (M), North 24
Parganas, Bichannagar CC
Block, West Bengal, 700064

2292 4796 4484



1947





Rakhi Saha



ভারত সরকার

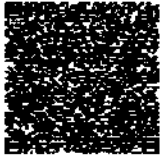
Unique Identification Authority of India

ভাষিকৃত্তির আই ডি / Enrollment No.: 0000/00298/84498

To
রাধি সাহা
RAKHI SAHA
A-4/5 L.H.E
LABONY
Bidhanagar(M)
Labony Estate
North 24 Parganas North 24 Parganas
West Bengal 700084



390572022
MA905720220FT



আপনার আধার সংখ্যা / Your Aadhaar No.:

4564 1284 9746

আমার আধার, আমার পরিচয়

রাধি সাহা
RAKHI SAHA
পিতা : ইন্ডুহান রায়
Father: INDUBHUSHAN ROY
জন্মতারিখ / DOB : 01/01/1983
সঙ্গীতা / Female

4564 1284 9746

আমার আধার, আমার পরিচয়

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন প্রমাণীকরণ দ্বারা যাচাই করা হয়।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- আধার সারা দেশে মান্য।
- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা গ্রহণের সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



ভাষিকৃত্তির পরিচয় প্রমাণ
আধার

ঠিকানা:

১ 4/5 এম.এল.ই. সাহা,
বিধাননগর (এম), সাবলী
এস্টেট, উত্তর ২৪ পরগনা, পশ্চিম
বঙ্গ, 700084

Address:

A-4/5 L.H.E. LABONY,
Bidhanagar(M), Labony Estate,
North 24 Parganas, West Bengal,
700084

1947

help@uidai.gov.in

4564 1284 9746

www.uidai.gov.in





Rajni Bode





ভারত সরকার
Unique Identification Authority of India
भारत सरकार
विशेष पहचान प्राधिकार

তালিকাভুক্তির আই ডি / Enrollment No. : 2010/19711/00104

14/01/2013

To
RAJIB PRADHAN
 রাজিব প্রদান
 S/O Brindaban Pradhan
 27/1
 RASIK KRISHNA BANERJEE LANE
 Haora Corporation
 Salkia, Haora
 West Bengal - 711106



KL1784897850F

17848978



আপনার আধার সংখ্যা/ Your Aadhaar No. :

4139 1981 9493

আধার - সাধারণ মানুষের অধিকার



~~ভারত সরকার~~



রাজিব প্রদান
RAJIB PRADHAN
 পিতা : ব্রিন্দাবন প্রদান
 Father : BRINDABAN PRADHAN

জন্ম সাল/Year of Birth: 1981
 লিঙ্গ/Male

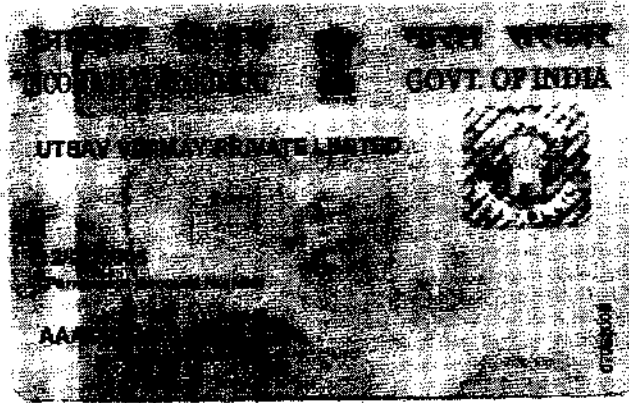


4139 1981 9493

আধার - সাধারণ মানুষের অধিকার

Rajib Pradhan

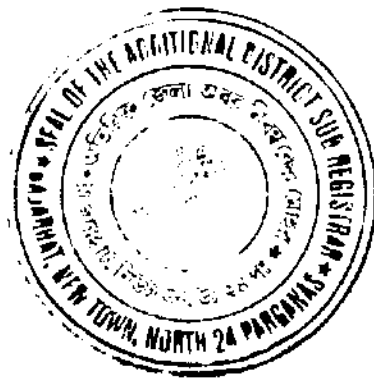




UTSAV VINIMAY PVT. LTD.

Rajiv Kumar

Authorized Signatory



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

GRN: 19-201920-005828297-1 Payment Mode Online Payment
GRN Date: 13/08/2019 14:29:43 Bank : HDFC Bank
BRN : 874602771 BRN Date: 13/08/2019 14:32:14

DEPOSITOR'S DETAILS

Id No. : 15230001270384/7/2019
[Query No./Query Year]

Name : Utsav vinimay pvt ltd
Contact No. : Mobile No. : +91 9874641970
E-mail :
Address : 14 N S Road kolkata700001
Applicant Name : Mr Utsav Vinimay Private Limited
Office Name :
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 7

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	15230001270384/7/2019	Property Registration- Registration Fees	0030-03-104-001-16	149950

Total

149950

In Words : Rupees One Lakh Forty Nine Thousand Nine Hundred Fifty only



Auditor General
Calicut, New Town, North

13 AUG 2019

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

GRN: 19-201920-005663427-1

Payment Mode Online Payment

GRN Date: 08/08/2019 16:54:41

Bank : AXIS Bank

BRN : 12368824

BRN Date: 08/08/2019 16:56:04

DEPOSITOR'S DETAILS

Id No. : 15230001270384/5/2019

[Query No./Query Year]

Name : UTSAV VINIMAY PVT LTD

Contact No. : Mobile No. : +91 9830031697

E-mail :

Address : 14 NS ROAD KOLKATA

Applicant Name : Mr Utsav Vinimay Private Limited

Office Name :

Office Address :

Status of Depositor : Buyer/Claimants

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 5

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	15230001270384/5/2019	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	15230001270384/5/2019	Property Registration- Registration Fees	0030-03-104-001-16	71
Total				75092

In Words : Rupees Seventy Five Thousand Ninety Two only



Additional District Super Registrar,
Jalpaiguri, North West 24 Parganas

† 3 AUG 2019

Major Information of the Deed



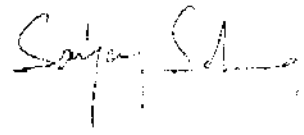
Deed No :	I-1523-09916/2019	Date of Registration	13/08/2019
Query No / Year	1523-0001270384/2019	Office where deed is registered	
Query Date	05/08/2019 1:02:05 PM	A.D.S.R. RAJARHAT, District: North 24-Parganas	
Applicant Name, Address & Other Details	Utsav Vinimay Private Limited 14, Netaji Subhas Road, 4th Floor, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 7278493074, Status : Buyer/Claimant		
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 : 1,50,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 9,83,53,610/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,121/- (Article:48(g))	Rs. 1,50,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



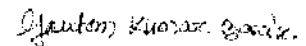
District: North 24-Parganas, P.S:- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Rajarhat Road, Road Zone : (Atghara Crossing -- Dosodrone) , Mouza: Dasadrone, , Ward No: 005, Holding No:252/255/08/05 JI No: 4, Pin Code : 700156

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-210	LR-1241	Bastu	Shali	13 Katha 8 Chatak 18 Sq Ft	1/-	4,91,71,755/-	Property is on Road
L2	LR-210	LR-512	Bastu	Shali	13 Katha 8 Chatak 20 Sq Ft	1/-	4,91,81,855/-	Property is on Road
		TOTAL :			44.6371Dec	2 /-	983,53,610 /-	
		Grand Total :			44.6371Dec	2 /-	983,53,610 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Sanjay Saha Son of Bikash Saha Executed by: Self, Date of Execution: 13/08/2019 , Admitted by: Self, Date of Admission: 13/08/2019 ,Place : Office	 13/08/2019	 LTI 13/08/2019	 13/08/2019



Goutam Barik Son of Gadadhar Barik 95, Satyasadhan Dhar Lane, Patua Para, P.O:- Liluah, P.S:- Liluah, Howrah, District:- Howrah, West Bengal, India, PIN - 711204			
	13/08/2019	13/08/2019	13/08/2019

Identifier Of Sanjay Saha, Rakhi Saha, Rajib Pradhan

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Sanjay Saha	UTSAV VINIMAY PRIVATE LIMITED-11.1581 Dec
2	Rakhi Saha	UTSAV VINIMAY PRIVATE LIMITED-11.1581 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Sanjay Saha	UTSAV VINIMAY PRIVATE LIMITED-11.1604 Dec
2	Rakhi Saha	UTSAV VINIMAY PRIVATE LIMITED-11.1604 Dec

Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Rajarhat Road, Road Zone : (Atghara Crossing -- Dosodrone) , Mouza: Dasadrone , Ward No: 005, Holding No:252/255/08/05 JI No: 4, Pin Code : 700156

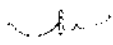
Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 210, LR Khatian No:- 1241	Owner:সঞ্জয় সাহা, Gurdian:বিকাশ , Address:নিজ , Classification:শালি, Area:0.22000000 Acre,	Sanjay Saha
L2	LR Plot No:- 210, LR Khatian No - 512	Owner:রাখী সাহা, Gurdian:বিকা সাহ, Address:এ/৪/৫, লাবনী এস্টেট, সল্টলেক কনিকাতা- ৬৪ , Classification:শালি, Area:0.22000000 Acre,	Seller is not the recorded Owner as per Applicant.

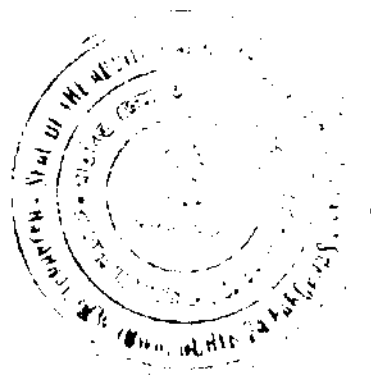
Endorsement For Deed Number : I - 152309916 / 2019

On 06-08-2019



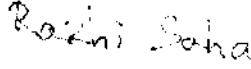
Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 9,83,53,610/-


Debajyoti Bandyopadhyay
 ADDITIONAL DISTRICT SUB-REGISTRAR
 OFFICE OF THE A.D.S.R. RAJARHAT
 North 24-Parganas, West Bengal





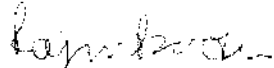


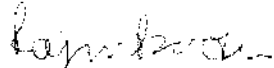


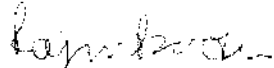
A/4/5 Laboni Estate, Salt Lake City, P.O:- Labony, P.S:- Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: BGFPS1301C, Status :Individual, Executed by: Self, Date of Execution: 13/08/2019 , Admitted by: Self, Date of Admission: 13/08/2019 ,Place : Office

2	Name	Photo	Finger Print	Signature
	Rakhi Saha Wife of Bikash Saha Executed by: Self, Date of Execution: 13/08/2019 , Admitted by: Self, Date of Admission: 13/08/2019 ,Place : Office	 13/08/2019	 LTI 13/08/2019	 13/08/2019
A/4/5 Laboni Estate, Salt Lake City, P.O:- Labony, P.S:- Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: ALQPS3814F, Status :Individual, Executed by: Self, Date of Execution: 13/08/2019 , Admitted by: Self, Date of Admission: 13/08/2019 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	UTSAV VINIMAY PRIVATE LIMITED 14, Netaji Subhas Road, 4th Floor, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 , PAN No.:: AAACU8248B, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Rajib Pradhan (Presentant) Son of Brindaban Pradhan Date of Execution - 13/08/2019 , , Admitted by: Self, Date of Admission: 13/08/2019, Place of Admission of Execution: Office </td> <td>  Aug 13 2019 2:43PM </td> <td>  LTI 13/08/2019 </td> <td>  13/08/2019 </td> </tr> </tbody> </table> <p>27/1, Rashik Krishna Banerjee Lane, P.O:- Salkia, P.S:- Malipanchghara, Howrah, District:-Howrah, West Bengal, India, PIN - 711106, Sex: Male, By Caste: Hindu, Occupation: Private Service, Citizen of: India, , PAN No.:: COIPP5916C Status : Representative, Representative of : UTSAV VINIMAY PRIVATE LIMITED (as Authorised Signatory)</p>	Name	Photo	Finger Print	Signature	Rajib Pradhan (Presentant) Son of Brindaban Pradhan Date of Execution - 13/08/2019 , , Admitted by: Self, Date of Admission: 13/08/2019, Place of Admission of Execution: Office	 Aug 13 2019 2:43PM	 LTI 13/08/2019	 13/08/2019
Name	Photo	Finger Print	Signature						
Rajib Pradhan (Presentant) Son of Brindaban Pradhan Date of Execution - 13/08/2019 , , Admitted by: Self, Date of Admission: 13/08/2019, Place of Admission of Execution: Office	 Aug 13 2019 2:43PM	 LTI 13/08/2019	 13/08/2019						

Identifier Details :

Name	Photo	Finger Print	Signature
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On 13-08-2019

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 14:25 hrs on 13-08-2019, at the Office of the A.D.S.R. RAJARHAT by Rajib Pradhan ,

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

Execution is admitted on 13/08/2019 by 1. Sanjay Saha, Son of Bikash Saha, A/4/5 Laboni Estate, Salt Lake City, P.O: Labony, Thana: Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700064, by caste Hindu, by Profession Others, 2. Rakhi Saha, Wife of Bikash Saha, A/4/5 Laboni Estate, Salt Lake City, P.O: Labony, Thana: Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700064, by caste Hindu, by Profession Others

Indetified by Goutam Barik, , Son of Gadadhar Barik, 95, Satyasadhan Dhar Lane, Patua Para, P.O: Liluah, Thana: Liluah, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711204, by caste Hindu, by profession Others

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

Execution is admitted on 13-08-2019 by Rajib Pradhan, Authorised Signatory, UTSAV VINIMAY PRIVATE LIMITED (Private Limited Company), 14, Netaji Subhas Road, 4th Floor, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001

Indetified by Goutam Barik, , Son of Gadadhar Barik, 95, Satyasadhan Dhar Lane, Patua Para, P.O: Liluah, Thana: Liluah, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711204, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,50,021/- (B = Rs 1,50,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,50,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 08/08/2019 4:56PM with Govt. Ref. No: 192019200056634271 on 08-08-2019, Amount Rs: 71/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 12368824 on 08-08-2019, Head of Account 0030-03-104-001-16

Online on 13/08/2019 2:32PM with Govt. Ref. No: 192019200058282971 on 13-08-2019, Amount Rs: 1,49,950/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 874602771 on 13-08-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 75,021/-

Description of Stamp

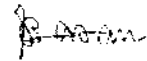
1. Stamp: Type: Impressed, Serial no 84206, Amount: Rs.50/-, Date of Purchase: 31/07/2019, Vendor name: S Mukherjee

2. Stamp: Type: Impressed, Serial no 84206A, Amount: Rs.50/-, Date of Purchase: 31/07/2019, Vendor name: S Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 08/08/2019 4:56PM with Govt. Ref. No: 192019200056634271 on 08-08-2019, Amount Rs: 75,021/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 12368824 on 08-08-2019, Head of Account 0030-02-103-003-02

Online on 13/08/2019 2:32PM with Govt. Ref. No: 192019200058282971 on 13-08-2019, Amount Rs: 0/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 874602771 on 13-08-2019, Head of Account



Sanjoy Basak

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. RAJARHAT

North 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2019, Page from 382813 to 382888
being No 152309916 for the year 2019.



Digitally signed by SANJOY BASAK
Date: 2019.08.19 11:20:08 +05:30
Reason: Digital Signing of Deed.

(Sanjoy Basak) 19-08-2019 11:19:59 AM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)





DATED THIS 13th DAY OF August, 2019

BETWEEN

SANJAY SAHA & ANR.,

... OWNERS

AND

UTSAV VINIMAY PRIVATE LIMITED

... DEVELOPER

AGREEMENT

DSP LAW ASSOCIATES
ADVOCATES
1B, HARE STREET
4D, NICCO HOUSE
KOLKATA – 700001