861/2021 I-890/2021

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL A.P.A IV S 017724

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

Additional Registrar of Assurances-IV, Kolkata

13 FEB 2021

THIS DEVELOPMENT AGREEMENT made this 12th day of February 2021 **BETWEEN (1) BENCHMARK DEVELOPERS**, having **PANAAQFB1774L**, a partnership firm, carrying its business at Martin Burn Business Park, Office No.705, 7th floor, Plot No.3, Block-BP, Sector V, Salt Lake City, Post Office-Sector V, Police Station-Bidhannagar Electronics Complex, District North 24 Parganas Kolkata-700 091 (formerly at BA-152, Salt Lake, Sector-1 Kolkata-700 064), represented by its designated partner **SANTOSH KUMAR JAISWAL**, son of Chhotelal Jaiswal, having **PAN ACSPJ6607N**, having **AADHAR NO.4978-7590-5631**, Mobile Number **9831076248,**

- 18591

Date.....
Sold to.....
of.....
Rs 1/-/-
P. CHATTERJEE
16, India Exchange Place, Rm-1
Licensed Stamp Vender

- 6 JAN 2014

Arunita Banerjee
D/o Kalyan Kr Banerjee
Advocate
High Court, Calcutta

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

GRN Details

GRN:	192020210226737571	**Payment Mode:**	Online Payment
GRN Date:	13/02/2021 12:27:04	**Bank/Gateway:**	HDFC Bank
BRN :	1368854144	**BRN Date:**	13/02/2021 12:02:17
Payment Status:	Successful	**Payment Ref. No:**	2000299133/2/2021 [Query No/*A/Query Year]

Depositor Details

Depositor's Name:	BENCHMARK DEVELOPERS
Address:	SECTOR -1
Mobile:	8697808909
EMail:	jaiswalsantoshkr@gmail.com
Contact No:	9831076248
Depositor Status:	Others
Query No:	2000299133
On Behalf Of:	Org VICTOR MOSES AND CO
Identification No:	2000299133/2/2021
Remarks:	Sale, Development Agreement or Construction agreement

Payment Details

SL No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000299133/2/2021	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2000299133/2/2021	Property Registration- Registration Fees	0030-03-104-001-16	2021
			Total	**77042**

IN WORDS: **SEVENTY SEVEN THOUSAND FORTY TWO ONLY.**

by occupation-Business, residing at Prasad Exotica, Block VI, Flat No.6A, 71/3 Canal Circular Road, Post Office and Police Station-Phoolbagan, Kolkata-700 054, **(2) MD MONIRUL MOLLAH,** son of Sahanam Mollah, having **PAN AIEPM6491K**, having **AADHAAR NO.3501-3045-1559**, by occupation-Service, residing at FD-451-C/3, Salt Lake City, Post Office-Bidhannagar, Police Station-Bidhannagar (South), Kolkata-700 106 **AND (3) MD. JAFAR ALI MONDAL,** son of Mohammed Kabil Mondal, having **PAN ANFPM9010J**, having **AADHAAR NO.9427-9342-9652**, by occupation-Service, residing at Malaypur (Muslimpara) Dumurgram, Post Officeand Police Station-Murarai, Birbhum (Eastern Railway), Pin Code-731 219 and also at 42/23, Bediadanga 2nd Lane, Post Office and Police Station-Kasba, Kolkata 700 039, hereinafter jointly referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include) in case of Partnership Firm its the present partners, namely, (1) Madhuri Nirman Private Limited, having PAN AAHCM9539J, having CIN U70109WB2011PTC164192, (2) Amrita Realty Private Limited, having PAN AAKCA5874B, CIN U70109WB2011PTC164099, (3) Amrita Chambers Private Limited, having PAN AALCA1760F, CIN U70109WB2012PTC185837, (4) Santosh Tower Private Limited, having PAN AARCS5325G, CIN U70109WB2011PTC164195, (5) Benchmark Developers Private Limited, having PAN AACCB6206K, CIN U45209WB2004PTC098357, (6) Greenery Square Private Limited, having PAN AAGCG5245C, CIN U70109WB2016PTC217438, (7) Greenery Structure Private Limited, having PAN AAGCG5246B, CIN U70103WB2016PTC217489, (8) Greenery Elevation Private Limited, having PAN AAGCG5248R, CIN U70103WB2016PTC217488, (9) Greenery Plaza Private Limited, having PAN AAGCG5247A, CIN U70109WB2016PTC217487, all companies incorporated under the Companies Act, 1956, having their registered office at BA-153, Salt Lake, Sector-1, Post Office Bidhannagar, Police Station Bidhannagar (North), Kolkata-700 064 and (10) Santosh Kumar Jaiswal, son of Chhoteld Jaiswal, having PAN ACSPJ6607N, having AADHAAR NO.4978 7590-5631, by occupation-Business, residing at Prasad Exotica, Block VI, Flat No.6A, 71/3, Canal Circular Road, Post Office and Police Station-Phoolbagan, Kolkata-700 054 and/or those who may be taken in and/or admitted as partner and/or partners of the said partnership and their and/or each of their respective heirs, legal representatives, executors, administrators, successor, successors-in-

interest and assigns; and in case of Individuals- their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART AND (1) MADHURI NIRMAN PRIVATE LIMITED**, having **PAN AAHCM9539J, CIN U70109WB2011PTC164192, (2) AMRITA REALTY PRIVATE LIMITED**, having **PAN AAKCA5874B, CIN U70109WB2011PTC164099, (3) AMRITA CHAMBERS PRIVATE LIMITED**, having **PAN AALCA1760F, CIN U70109WB2012PTC185837, (4) SANTOSH TOWER PRIVATE LIMITED**, having **PAN AARCS5325G, CIN U70109WB2011PTC164195, (5) GREENERY SQUARE PRIVATE LIMITED**, having **PAN AAGCG5245C, CIN U70109WB2016PTC217438, (6) GREENERY STRUCTURE PRIVATE LIMITED**, having **PAN AAGCG5246B, CIN U70103WB2016PTC217489, (7) GREENERY ELEVATION PRIVATE LIMITED**, having **PAN AAGCG5248R, CIN U70103WB2016PTC217488** and **(8) GREENERY PLAZA PRIVATE LIMITED**, having **PAN AAGCG5247A, CIN U70109WB2016PTC217487**, all companies incorporated under the Companies Act, 1956, having their registered office at BA-152, Salt Lake, Sector-1, Post Office-Bidhannagar, Police Station-Bidhannagar (North), Kolkata-700 064, represented by their common Director **SANTOSH KUMAR JAISWAL**, son of Chhotelal Jaiswal, having **PAN ACSPJ6607N**, having **AADHAAR No.4978-7590-5631**, Mobile Number **9831076248**, by occupation-Business, residing at Prasad Exotica, Block VI, Flat No.6A, 71/3, Canal Circular Road, Post Office and Police Station Phoolbagan, Kolkata-700 054, hereinafter jointly referred to as the **CONFIRMING PARTIES** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor, successors in interest and assigns) of the **SECOND PART AND BENCHMARK DEVELOPERS**, having **PAN AAQFB1774L**, a partnership firm, carrying its business at Martin Burn Business Park, Office No.705, 7th floor, Plot No.3, Block-BP, Sector V, Salt Lake City, Post Office-Sector V, Police Station Bidhannagar Electronics Complex, District North 24 Parganas, Kolkata-700 091 (formerly at BA-152, Salt Lake, Sector-1, Kolkata-700 064), represented by its designated partner **SANTOSH KUMAR JAISWAL**, son of Chhotelal Jaiswal, having **PAN ACSPJ6607N, AADHAAR No.4978-7590-5631**, Mobile Number **9831076248**, by occupation-Business, residing at Prasad Exotica, Block VI, Flat No.6A, 71/3, Canal Circular Road, Post Office and

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

02 FEB 2021

Police Station Phoolbagan, Kolkata-700 054, hereinafter referred to as **PROMOTER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include it's the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners of the said partnership and their and/or each of their respective heirs, legal representatives, executors, administrators, successor, successors-in-interest, as the case may be, and assigns) of the **THIRD PART**:

WHEREAS:

A. By virtue of several Deeds of Conveyance and all registered at the office of Additional District Sub-registrar, Bidhannagar, the Confirming Parties herein became seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 75.55 decimals be the same a little more or less situate lying at Mouza Mahisbathan, J.L. No.18, Touzi No.160-162, R.S. No.203, Post Office-Krishnapur, Police Station-Bidhannagar Electronic Complex (formerly Bidhannagar East and Rajarhat), Ward No.28 within the limits of Bidhannagar Municipal Corporation, Kolkata-700 102, District of North 24-Parganas (hereinafter referred to as the **1st plot of land**) in the manner as follows:-

Name of Owner	Date	Deed Details	L.R. Dag No.	L.R. Khatian No.	Area (in dec.)
Santosh Tower Pvt. Ltd.	11/03/2016	Book No. I, Vol No. 1504-2016, Pages 19064 to 19127, Being No. 150400523 for the year 2016	417	1960	6.12
-do-	19/07/2016	Book No. I, Vol No.	-do-	2097	1.38

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

03 FEB 2021

		1504-2016, Pages 45409 to 45432, Being No. 150401264 for the year 2016			
Madhuri Nirman Pvt. Ltd.	14/03/2016	Book No. I, Vol No. 1504-2016, Pages 18379 to 184467, Being No. 150400525 for the year 2016	485/504	2005	7
Amrita Chambers Pvt. Ltd.	-do-	Book No. I, Vol No. 1504-2016, Pages 18290 to 18378, Being No. 150400524 for the year 2016	424	1990	11
Amrita Realty Pvt. Ltd.	-do-	Book No. I, Vol No. 1504-2016, Pages 18468 to	-do-	1989	10

		184566, Being No. 150400526 for the year 2016			
Amrita Realty Pvt. Ltd. & Amrita Chambers Pvt. Ltd.	02/11/2016	Book No. I, Vol No. 1504-2016, Pages 63721 to 63752, Being No. 150401776 for the year 2016	185	2185, 2186	3
Greenery Square Pvt. Ltd., Greenery Structure Pvt. Ltd., Greenery Elevation Pvt. Ltd. &Greenery Plaza Pvt. Ltd.	10/01/2019	Book No. I, Vol No. 1504-2019, Pages 3684 to 3792, Being No. 150400093 for the year 2016	-do-	2215, 2214, 2216,2217	22.50
-do-	25/02/2019	Book No. I, Vol No. 1504-2019, Pages 19590 to 19638, Being No. 150400467	-do-	-do-	3.91

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

13 FEB 2021

		for the year 2019			
do-	10/04/2019	Book No. I, Vol No. 1504-2019, Pages 32913 to 32999, Being No 150400809 for the year 2019	-do-	-do-	4.08
-do-	16/08/2019	Book No. I, Vol No. 1504-2019, Pages 84515 to 84565, Being No. 150402043 for the year 2019	-do-	-do-	0.78
-do-	20/01/2020	Book No. I, Vol No. 1504-2020, Pages 9987 to 10032, Being No. 150400181 for the year 2020	-do-	-do-	5
Greenery Square	04/03/2020	Book No. I, Vol No.	-do-	2215	0.32

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

03 FEB 2021

Pvt. Ltd.		1504-2020, Pages 33252 to 33295, Being No. 150400683 for the year 2020			
-do-	15/09/2020	Book No. I, Vol No. 1504-2020, Pages 65058 to 65094, Being No. 150401398 for the year 2020	-do-	304/1, 17/3	0.26
			Total:		**75.55**

B. The said Confirming Parties herein have mutated and recorded their names in the records of the Block Land and Land Reforms Officer in respect of the said **1st plot of land**.

C. The said Confirming Parties Nos. 1 to 4 hereinalong with one Benchmark Developers Private Limited were carrying a Partnership business under the name and style of "Benchmark Developers" (hereinafter referred to as **Partnership Firm**) having its principal place of business at BA-152, Salt Lake, Sector-1, Post Office Bidhannagar, Police Station Bidhannagar (North), Kolkata 700 064.

D. The said Partnership Firm was reconstituted by the Deed of Partnership dated 1st day of April, 2017 whereby the Confirming Parties Nos. 5 to 8 herein and the said Santosh Kumar Jaiswal were inducted as the partners of the said Partnership Firm, on the terms recorded therein.

REGISTRAR OF ASSURANCES

E. In terms of the said reconstituted partnership, the Confirming Parties herein brought into the stock of the partnership firm the said **1st plot of land** and the rights and interest therein to conduct the business of real estate development and construction of a new residential project thereon.

F. Thus the said Partnership Firm namely "Benchmark Developers" i.e. the Owner No. 1 herein is now absolutely seized and possessed of and/or otherwise well and sufficiently entitled to All That the said **1st plot of land** free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions of whatsoever nature.

G. By virtue of two separate Deeds of Conveyance, both registered at the office of Additional District Sub-registrar, Bidhannagar, the Owner Nos. 2 and 3 herein became seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 7.77 decimals be the same a little more or less situate lying at Mouza Mahisbathan, J.L. No.18, Touzi No.160-162, R.S. No.203, Post Office-Krishnapur, Police Station-Bidhannagar Electronic Complex (formerly Bidhannagar East and Rajarhat), Ward No.28 within the limits of Bidhannagar Municipal Corporation, Kolkata 700 102, District of North 24 Parganas (hereinafter referred to as the **2nd plot of land**) in the manner as follows:-

Name of Owner	Date	Deed Details	L.R. Dag No.	L.R. Khatian No.	Area (in dec.)
Jafar Ali Mondal	19/05/1992	Book No. I, Vol No. 119, Pages 205 to 219, Being No. 5318 for the year 1992	485	1812	4.08
MonirulMollah	19/05/1992	Book No. I, Vol No. 119, Pages 193 to 198, Being No.	-do-	212/1	3.69

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

03 FEB 2021

		5316 for the year 1992			
			Total:		**7.77**

H. The said Owner Nos. 2 and 3 herein have mutated and recorded their names in the records of the Block Land and Land Reforms Officer in respect of the said **2nd plot of land** wherein the area is recorded as **7 decimals** and as per actual measurement **6.22 decimals** be the same a little more or less (Owner No.2 – 2.95 decimals and Owner No.3 – 3.27 decimals).

I. Thus the Owners herein are now absolutely seized and possessed of and/or otherwise well and sufficiently entitled to All That the said 1st and 2nd plots of land containing an area of **83.32 decimals** be the same a little more or less as per Deed and an area of **72.96 decimals** equivalent to **44 Cottahs 2 Chittacks 13.79 Sq.ft.** be the same a little more or less as per actual measurement (hereinafter referred to as the **Said Property**), more fully and particularly described in the **Part-I** of the **First Schedule** hereunder written, free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions, trusts of whatsoever nature.

J. The Owners herein with consent and concurrence of the Confirming Parties herein intend to develop the said property by constructing and erecting a residential building complex thereon or on the part thereof.

K. By a Development Agreement dated the 11th day of September, 2012 made between the said Owner Nos. 2 and 3 along with one Kabirul Reja Chowdhury therein referred to as the Owners of the First Part and Amrita Realty Private Limited, the Confirming Party No. 2 herein, therein referred to as the Developer of the Second Part and registered at the office of Additional District Sub-Registrar, Bidhannagar in Book No. I, CD Volume No. 16, Pages 10714 to 10747, Being No.11673 for the year 2012 (hereinafter referred to as the **Development Agreement**), the Owners therein appointed the Developer therein to develop the said 2nd plot of land together with some portion of the said 1st plot of land on the terms and conditions therein contained.

L. By a Power of Attorney dated the 11th day of September, 2012 executed by the said Owner Nos. 2 and 3 along with the said Kabirul Reja Chowdhury therein referred to as the Owners in favour of the said Amrita Realty Private Limited, the Confirming Party No. 2 herein and registered at the office of Additional District Sub Registrar, Bidhannagar in Book No. I, CD Volume No. 16, Pages 10748 to 10762, Being No. 11674 for the year 2012 the powers mentioned therein in terms of the said Development Agreement were granted to the said Developer.

M. The Owner Nos. 2 and 3 herein and the Confirming Party No. 2 herein executed the Deed of Cancellation of the said Development Agreement dated the 11th day of September, 2012 and the Revocation of Power of the said Power of Attorney dated the 11th day of September, 2012 on 12th February, 2021 and registered the same at the office of Additional District Sub-Registrar, Bidhannagar.

N. The Owners with consent and concurrence of the Confirming Parties herein had appointed the Promoter to construct and erect the Complex on the said property in accordance with the plan to be sanctioned and on the terms and conditions hereinafter mentioned.

O. The parties have negotiated and arrived at an agreement to develop the said Property for their mutual benefit and have agreed to execute this agreement to record the terms and conditions mutually agreed upon by them.

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

1. **DEFINITIONS:**

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

ADDITIONAL EXPENSES- shall mean the additional costs, expenses and charges the Promoter shall have to bear to make the said property fit for development and to avail maximum FAR thereafter. This expense also includes development fees, accessibility fees and other

THE INDIAN REGISTRAR OF INSURANCE

REGIONAL REGISTRAR
OF INSURANCE, KOLKATA

13 SEP 2023

statutory fees/charges paid or to be paid by the Promoter to BMC, HIDCO, NKDA and other appropriate authorities.

ADVOCATES- shall mean **VICTOR MOSES & CO.** Solicitors & Advocates, of 6, Old Post Office Street, Kolkata-700 001 representing the Promoter.

ALLOTTEE(S) according to the context, shall mean all the prospective Allottees who would agree to acquire any Apartment in the New Building and for all unsold Apartment(s), shall mean the Owners and the Promoter as per their respective allocations.

APARTMENT– shall mean self-contained flats, apartments, car parking space and/or other space(s) in the New Building capable of being held independent of each other.

ARCHITECT- shall mean such person or persons who may be appointed by the Promoter as the Architect for the Complex to be constructed on the said Property.

ASSOCIATION shall mean a Company or an Association of Allottees in the Project to be formed by the Promoter under the Companies Act, 2013 or under the provisions of West Bengal Apartment Ownership Act, 1972 or any other similar Act applicable thereto.

BUILT UP AREA shall mean carpet area plus (1) 100% area of the external walls which are not shared (2) 50% area of the external walls shared by the Apartment and the adjacent apartment, and, the Apartment and the common facilities like lift walls, lobbies, stairs, corridors and so on (3) the balcony area or verandah, if any, and (4)the open private terrace, if any.

CARPET AREA-shall according to its context mean the net usable floor area of an Apartment excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah or open terrace area, but including the area covered by the internal partition walls of the Apartment.

CAR PARKING SPACE-shall mean the spaces in the portions of the ground floor level, whether open or covered or mechanical, of the

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES

KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

13 FEB 2019

Complex expressed or intended to be reserved for parking of motor cars/two wheelers.

CLUB HOUSE shall mean the G+2 storied building in the Complex comprising of Banquet Halls, Library, Gymnasium, Swimming Pool, changing rooms, Indoor Game Courts and other amenities and facilities for the Allottees, more fully and particularly mentioned in the **Part-I** of the **THIRD SCHEDULE** hereunder written.

COMMON AREAS, FACILITIES AND AMENITIES- shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, car parking space, roof of the New Building, overhead water tank, water pump and motor, driveways, common lavatories, Generator, Fire Fighting systems, Club House and other facilities in the Complex, more fully and particularly mentioned in the **Part-II** of the **THIRD SCHEDULE** hereunder written required for establishment, location, enjoyment, provisions, maintenance and/or management of the Complex as would be decided by Promoter after sanction of plan. It is made clear that the specified internal and external passages, passage ways, car parking space, driveways, pump house, water pump and motor, common lavatories, Generator, Fire Fighting systems, Club House and other facilities in the Complex to be specified separately would be for common use of the co-owners of Phase I, II,III and IV.

COMMON EXPENSES/DEPOSITS/EXTRA CHARGES- shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the Allottees and all other expenses for the Common Purpose, more fully and particularly mentioned in the **FOURTH SCHEDULE** hereunder written, to be contributed, borne, paid and shared by the Allottees. It is made clear that the expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities between Phase I,II, III and IV and for rendition of common services in common to the Allottees of Phase I, II, III and IV to be specified hereafter shall be shared proportionately by and between the said Allottees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Apartment shall be separately paid or reimbursed to the Maintenance in-charge.

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

13 FEB 2021

COMMON PURPOSES- shall mean and include the purpose of managing, maintaining and up keeping the Complex as a whole, in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the Allottees and/or the occupants in any other capacity, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas, Facilities and Amenities in common.

COMPLETION NOTICE shall mean the notice contemplated in clause 12.1 below.

COMPLEX- shall mean the New Building to be constructed Together with the car parking spaces and Together with the Club House to be constructed thereon and together with open areas to be constructed, erected and completed by the Promoter in terms of this Agreement and the Sanction Plan. if the project is extended to the adjacent projected land by the Promoter in future for construction of Phase II, III and IV, in such event Complex shall mean and include the said extended area also.

DATE OF COMMENCEMENT OF LIABILITY- shall mean the date on which the Owners or their respective Allottees take actual physical possession of their allocation after fulfilling all obligations in terms of clause 13 hereinafter or the date next after expiry of the notice of taking possession by the Promoter to the Owners or their respective Allottees after completion of construction, irrespective of whether the Owners or their respective Allottees take actual physical possession or not, whichever is earlier.

DEVELOPMENT RIGHTS shall mean, in addition to what has been provided for, elsewhere in this Agreement, the entire development rights of the Complex on the said property and the extended Phase II, III and IV area, if undertaken at a later date and shall include (but not be limited to), inter alia, the right, power, entitlement, authority, sanction and permission to:

(a) enter upon and take permissive possession of the said property and every part thereof after the Plan is sanctioned for the purpose of developing the same in the manner herein contained;

(b) exercise full, free, uninterrupted, exclusive and irrevocable marketing or sale rights in respect of the saleable areas of the New Building by way of sale, or any other manner of transfer or creation of third-party rights therein, have exclusive control with respect to the pricing of the saleable areas to be constructed on the said property and enter into agreements with such Allottees as it deems fit and on such marketing or sale, to receive the full and complete proceeds as per the terms herein and give receipts and hand over ownership, possession, use or occupation of the saleable areas and proportionate undivided interest in the land underneath, that is, the said property;

(c) carry out the construction/development of the Complex and remain in control of the said property or any part thereof, until the completion of development of the Complex and marketing or sale of saleable areas of the New Building on the said property and every part thereof;

(d) apply for and obtain from the relevant authorities all approvals, permissions, no objections for development and construction of the Complex that are required to be obtained by the Promoter in terms of this Agreement;

(e) appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development work and to pay the wages, remuneration and salary of such persons;

(f) make payment and/or receive the refund of all such deposits, or other charges to and from all public or private or Governmental Authorities relating to the development of the said property;

(g) make applications to the Bidhannagar Municipal Corporation, NKDA, HIDCO, concerned B.L. & L.R.O. Governmental or semi-governmental authority in respect of, and carry out, all the infrastructure work, including levelling, water storage facilities, water mains, sewages, storm water drains, boundary walls and all other common areas and facilities for the proposed Complex to be constructed on the said property as may be required or as the Promoter deems fit;

(h) deal with, appear before and file applications, declarations, certificates and submit/receive information, as may be required under the Applicable Law, any municipal corporation or Governmental Authority in relation to the Complex necessary for the full, free, uninterrupted and exclusive development of the said property, and construction of the Complex on the said property;

(i) carry out and comply with all the conditions contained in the Approvals, permissions, no objections as may be obtained from time to time;

(j) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the marketing, or sale of saleable areas to be constructed on the said property as envisaged herein;

(k) manage the said property and the facilities/common areas constructed upon the said property as may be required under the West Bengal Apartment Ownership Act, 1972 or under the West Bengal Housing Industry Regulation Act, 2017 or any other Applicable Laws and/or rules made thereunder and/or to transfer/assign right to maintenance to any third party and to retain all benefits, consideration etc., accruing from such maintenance of the Complex;

(l) take appropriate actions, steps and seek compliances, Approvals and exemptions under the provisions of the applicable Laws;

ASSISTANT REGISTRAR OF ASSURANCES-II KOLKATA

03 FEB 2021

(m) demarcate the common areas and facilities in the Complex as per the lay out plan and applicable law and to file and register all requisite deeds and documents under the West Bengal Apartment Ownership Act, 1972 and the West Bengal Housing Industry Regulation Act, 2017 with the competent authority;

(n) generally any and all other acts, deeds and things that may be required for the exercise of the Development Rights

FORCE MAJEURE– shall mean and include an event preventing either Party from performing any or all of their obligations under this Agreement, which arises from, or is attributable to unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of their/its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders.

GROSS AREA- shall mean the built up area of the apartment plus the proportionate common area attributable thereto.

MAINTENANCE-IN-CHARGE– shall mean the Association after it is formed or any outside agency to be appointed by the Promoter till the formation of such body and handing over charge of the Complex by the Promoter to such body for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Promoter not inconsistent with the provisions and covenants herein contained.

MARKETING– shall mean marketing, selling, leasing or otherwise dealing with any space in the New Building to any Allottees or lessee as the case may be for owning or occupying any apartment and/or constructed space by the Promoter through its marketing agency.

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

13 FEB 2021

MARKETING AGENCY– shall mean any agency as may be appointed by the Promoter for sale or marketing of the Apartment and Saleable areas comprised in the New Building/Complex.

MARKETING EXPENSES–shall mean all expenses relating to or in connection with marketing of the Saleable areas comprised in the New Building/Complex, such as, fees or brokerage of Marketing Agent, advertisement expenses and such other expenses as may be mutually agreed and shared as per their allocation sharing ratio by and between the Promoter and the Owners.

NET SALES REVENUE– shall mean and include all the amounts to be received by the Promoter towards consideration for the sale of apartments comprising of prime location charges, if any, Car Parking Space allotment charges and amounts receivable from the apartment Allotees but shall not include the marketing and advertisement cost, Goods and Service Tax or any other present and future tax payable on sale/transfer of the apartments, as applicable, collection of various Extras and Deposits, stamp duty, registration fee and other incidental and allied costs, expenses of all deeds, documents, agreements, collected from the Allotees.

NEW BUILDING- shall mean the G+18 storied complete residential building to be constructed, erected and completed by the Promoter in terms of this Agreement and the Plan.

OCCUPANCY CERTIFICATE/COMPLETION CERTIFICATE- shall mean the occupancy certificate/completion certificate or such other certificate by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local laws, which has provisions for civic infrastructure such as water, sanitation and electricity.

OWNERS' ALLOCATION– shall mean **41% (Forty-one percent)**of the Net Revenue generated from the sale of various flats, units, apartments and/or constructed spaces of the new buildings to be constructed on the Said Land **TOGETHER WITH** the share in the same proportion in car parking spaces (open and covered) **AND TOGETHER WITH** the undivided proportionate impartible part or share in the Said Land attributable thereto **AND TOGETHER WITH**

the share in the same proportion in all Common Areas, Facilities and Amenities and the signage spaces in the Complex **AND TOGETHER WITH** all areas earmarked as excluded and reserved areas which are not for common uses and 41% of the Unsold Inventory at the Closing Date if any, which would be shared between the Owners in the following proportion:-

i) Owner No.1 i.e. Benchmark Developers –37.55%,
ii) Owner No.2 i.e. Md. MonirulMollah-1.65% and
iii) Owner No.3 i.e. Md. Jafar Ali Mondal –1.80%.

PHASE II, III and IV- proposed extension of the Project to the land adjacent to the said property as proposed and shown in the sketch plan annexed hereto on such terms and conditions as may be agreed with the owners of the adjacent land and the Promoter.

PLAN- shall mean the plan of the building to be sanctioned by the Bidhannagar Municipal Corporation or NKDA or HIDCO,together with all modifications and/or alterations thereto and/or revisions thereof from time to time made or to be made by the Promoter either under advice or on the recommendation of the Architect or approved by the sanctioning authority.

PROJECT– shall mean the development of the said property and the adjacent property and the construction, erection and completion of the Complex by the Promoter in terms of this Agreement and the Plan.

PROMOTER'S ALLOCATION- shall mean **59% (Fifty-nine percent)** of the Net Revenue generated from the sale of various flats, units, apartments and/or constructed spaces of the new buildings to be constructed on the Said Land **TOGETHER WITH** the share in the same proportion in car parking spaces (open and covered) **AND TOGETHER WITH** the undivided proportionate impartible part or share in the Said Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage spaces in the Complex **AND TOGETHER WITH** all areas earmarked as excluded and reserved areas which are not for common uses and 59% of the Unsold Inventory at the Closing Date if any.

THE ADDL. REGISTRAR OF ASSURANCES
KOLKATA

PROPORTIONATE OR PROPORTIONATELY- according to the context shall mean the proportion in which the built up area of any Apartment may bear to the built-up area of all the Apartments in the New Building and where it refers to the share of the Owners in the New Building, shall mean 41% (Forty-one percent), each of the Owner having the proportion as aforesaid, and where it refers to the share of the Promoter in the Complex, it shall mean 59% (Fifty-nine percent).

SAID PROPERTY- shall mean ALL THAT the piece and parcel of land containing an area of **83.32 decimals** be the same a little more or less as per Deed and an area of **72.96 decimals** equivalent to **44 Cottahs 2 Chittacks 13.79 Sq.ft.** be the same a little more or less as per actual measurement situate lying at Mouza Mahisbathan, J.L. No.18, Touzi No.160-162, R.S. No.203 comprising in L.R. Dag Nos. 417, 424, 485 and 485/564 under L.R. Khatian Nos. 2097, 1960, 1989, 1990, 212/1, 1812, 2185, 2186, 2214, 2215,2216, 2217 and 2005, Post Office Krishnapur, Police Station-Bidhannagar Electronic Complex (formerly Bidhannagar East and Rajarhat), Ward No.28 within the limits of Bidhannagar Municipal Corporation, Kolkata 700 102, District of North 24 Parganas, more fully and particularly mentioned and described in the **Part-I** of the **FIRST SCHEDULE** hereunder written.

SAID SHARE- shall mean the undivided, variable, proportionate, and indivisible part or share in the land comprised in the said property attributable to either party's allocation as in the context would become applicable.

SPECIFICATION- shall mean the specification for the said New Building as mentioned in the **SECOND SCHEDULE** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

TITLE DEEDS shall mean the documents of title of the said property as referred to herein.

TRANSFER- with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multi-storied building to the transferees thereof as per Law.

UNITS/SALEABLE AREAS– shall mean flats, apartments, car parking spaces or any other saleable areas comprised in the New Building with common areas, facilities and amenities capable of being held independent of each other.

2. **INTERPRETATION:**

In this agreement save and except as otherwise expressly provided

i) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.

ii) the division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.

iii) when calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.

iv) all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.

v) the words 'herein', 'hereof, 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or Section thereof.

vi) Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.

REGISTRAR OF ASSURANCES-IV, KOLKATA

13 FEB 2021

vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.

3. **BASIC UNDERSTANDING:**

3.1 The Parties have mutually decided to take up execution of the Project and commercial exploitation of the same in the manner contained in this Agreement.

3.2 The Owners agree to share the revenue generated from the sale constructed spaces as per agreed ratio mentioned in this agreement &transfer the Units/Saleable Spaces to the Allottee(s) jointly with the Promoter.

3.3 By virtue of the rights hereby granted and in consideration of sharing the Allocation, the Promoter is irrevocably appointed and authorized by the Owners with the consent and concurrence of the Confirming Parties herein to execute the said Project.

3.4 The Phase II, III and IV land shall be acquired by the Promoter in future and shall be developed by it together with the said Property. In such case, the Owners and the Confirming Parties shall not raise any objection in any manner and also acknowledge that the Club House, Common area and facilities of the Project shall be shared and used in common with by the Allottees of the Project.

3.5 In case of extension of the Project in Phase II, III and IV the Owner Nos. 2 & 3 shall not claim any share in the extended project or any part thereof in any manner whatsoever.

3.6 The Owners shall proportionately share all the additional expenses incurred by the Promoter to make the said property fit for development and to avail maximum FAR thereafter. The same shall be adjusted by the Promoter from the Owners' Allocation in the manner as it may deem fit and proper.

3.7 The Complex shall be completed in accordance with the Plan already submitted with the authorities including future addition &

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

13 FEB 2021

alteration as necessary or as per advice of the architect with specified areas, amenities and facilities to be enjoyed in common.

4. **COMMENCEMENT:**

4.1 This Agreement commences and shall be deemed to have come in force on and with effect from the date of execution, mentioned above (commencement date) and this Agreement shall remain valid and in force till all obligations of the parties towards each other stands fulfilled and performed.

5. **POSSESSION:**

5.1 The Promoter shall be entitled to be in possession of the said property and shall be entitled to retain such possession during the subsistence of this agreement.

5.2 It is made clear that making over possession of the said property by the Owners to the Promoter shall not be under section 53A of the Transfer of Property Act or under the Income Tax Act, 1961.

6. **STEPS FOR DEVELOPMENT OF THE SAID PROPERTY:**

6.1 The Parties have mutually decided the scope of the Project i.e. the development of the said property to comprise in the Complex by construction of the New Building and Club House thereon, and commercial exploitation of the Complex. The Promoter has conceptualized the project to be residential.

6.2 The Parties hereby accept the Basic Understanding between them as recorded above and all other terms and conditions mentioned in this Agreement. In consideration of Promoter, agreeing to construct and complete the Owners' Allocation, the Owners agree to transfer their proportionate undivided share in the said property attributable to the saleable area of the Promoter's Allocation to the Promoter or its nominee or nominees in such part or parts as Promoter may desire.

6.3 The Promoter may appoint or nominate any third party as a Promoter in its place and instead and/or may develop the said

THE ADDL REGISTRAR OF ASSURANCES
KOLKATA

property jointly with collaboration with any third party and/or Promoter as it may desire or deem fit and proper.

6.4 By virtue of the rights hereby granted the Promoters irrevocably authorized to build upon and exploit commercially the said property to comprise in the Complex by (1) constructing the New Building and Club House, (2) dealing with the spaces in the New Building with corresponding undivided proportionate share in the land to comprise in the Said Property and according to the respective allocations and the marketing format.

6.5 The Promoter hereby has already appointed Architect for the Project with consent of the Owners and other consultants to complete the Project. All costs charges and expenses for pre- or post-sanction of the plan in this regard including professional fees and supervision charges shall be discharged and paid by the Promoter and in this regard the Owners shall have no liability or responsibility.

6.6 The development rights granted herein includes the exclusive right, authority and authorization to the Promoter to:

a. hold, occupy, enter upon and use the said property for the purpose of development of the same by constructing buildings thereat at its own costs and expense and such other development and construction therein or thereon as may be necessary or appropriate;

b. appoint reputed contractors, sub-contractors or agents and enter into agreements for implementing the development and making available the various facilities;

c. establish, provide or procure, install, construct, as the context admits or requires, and operate the facilities;

d. carry out such other activities incidental to the foregoing or proper or desirable for the safe, efficient and economic implementation and operations of the proposed development.

It is however made clear that in carrying out any of the activities mentioned hereinabove or in exercising any of the rights conferred

upon the Promoter herein, the Promoter shall not fasten any liability on the Owners and the Confirming Parties and shall keep the Owners and Confirming Parties safe, harmless and indemnified against all liabilities, civil or criminal, and all costs, charges and expenses arising therefrom.

7. SANCTION, CONSTRUCTION AND COMMERCIAL EXPLOITATION OF THE COMPLEX:

7.1 The Promoter shall be entitled to amalgamate the 1st and 2nd Plots of land with Bidhannagar Municipal Corporation or NKDA or HIDCO, as may be necessary, and/or the concerned authority at its own costs and expenses.

7.2 The Promoter shall at its own costs and expenses apply for and obtain registration and permission to construct the Complex under the West Bengal Housing Industry Regulation Act, 2017 and the Rules framed thereunder.

7.3 The Promoter hereby has already got the plan sanctioned from Bidhannagar Municipal Corporation at its own costs and expenses for the Complex prepared by the Architect and got the same approved by the Owners.

7.4 All permissions, approvals, no objections and other requisites for such sanction and construction of the Complex shall be obtained by the Promoter in the names of the Owners at its costs and expenses.

7.5 The Promoter shall be entitled to have the said plan modified or amended from time to time at its own costs and expenses and shall also have the same sanctioned.

7.6 The Owners shall bear and discharge the respective dues and liability, if there be any, of the Bidhannagar Municipal Corporation or NKDA or HIDCO, Khajna of B.L. & L.R.O. and or any other taxes in respect of the said property.

7.7 The Promoter shall, at its own costs and expenses and without creating any financial or other liability (save and except agreed hereunder) on the Owners, construct, erect and complete the New

13 FEB 2021

Building and the Club House pursuant to the plan to be sanctioned by the Competent Sanctioning Authorities and as per the specifications mentioned in the **SECOND SCHEDULE** hereunder and/or as be recommended by the Architect from time to time (collectively Specifications). The decision of the Architect regarding all aspects of construction including the quality of materials shall be final and binding on the Parties.

7.8 The Promoter shall start commencement of work of the Complex at the site within **90 (ninety) days** from the date of receiving the final sanction of plans and other approvals from Government Authorities which are required for commencement of the construction (commencement of construction) and the Promoter shall construct, erect and complete the Complex within a period of **59(fifty-nine) months** from the date of commencement of construction with a grace period of **6 (six) months** subject to Force Majeure.

7.9 The Promoter shall obtain the Completion Certificate/ Occupancy Certificate from the concerned authorities and make over a copy thereof to the Owners at the time of delivery of Owners' Allocation.

7.10 The Promoter shall at its own costs, install and erect in the New Building and the Club House, pump, water storage tank, overhead reservoir, water and sewage connection, common electric connection, complete the common areas and all other necessary amenities and facilities.

7.11 The Promoter is authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage.

7.12 The costs, charges and expenses for providing any additional facility and/or utility and/or up-gradation of building materials at the request of the Owners in or relating to the Apartment(s) belonging to the Owners' Allocation shall be borne by the Owners in full. It is further clarified that if by reason of such additional work any delay is caused in completion of construction of the said Apartment(s) ultimately resulting in delay in the delivery of possession of the said

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES IV, KOLKATA

13 FEB 2021

Apartment[s] by the Promoter to the Owners, the Promoter shall not be liable for any interest, damage, compensation, etc.

7.13 The Owners shall, however, sign and execute all papers, documents, plans, declarations, affidavits and other documentations whatever required for such sanction and construction as and when required by the Promoter without any objection of whatsoever nature and within 7 days of the request being made and the documents being made available to the Owners. In addition to the aforesaid, the Owner nos. 2 and 3 shall sign, execute and register a General Power of Attorney authorizing the Promoter or its officers to act, do and perform all or any of the obligations of the Owners mentioned above.

8. **DEPOSITS AND FINANCIALS:**

8.1 The Promoter has paid a sum of **Rs.1,00,000/-** (Rupees One Lakh only) each as a non-refundable deposit (hereinafter referred to as the **Deposit**) to Owner Nos. 2 and 3 before signing of this Agreement (the receipt whereof the Owner Nos.2 and 3 do and each of them doth hereby, as also by the receipt hereunder written admit and acknowledge).

8.2 As security for the said Deposit, the Owners have simultaneously with the execution of these presents deposited with the Advocates/Developer their original documents of title in respect of the said property which shall be held by the Advocates/Developer and unless default is committed by either party, shall be made over to the Association upon its formation.

8.3 The Owners or their Allottees and the Allottees of the other Apartments in the New Building shall pay or deposit the extras and deposits as applicable for the Apartment[s] to be acquired by them, to the Promoter.

8.4 The GST required to be paid in respect of the Owner nos. 2 and 3's Allocation would be paid by the said Owners as and when payable and GST required to be paid in respect of the Owner no. 1's and the Promoter's Allocation would be paid by the Promoter and the parties shall keep each other indemnified in respect thereof.

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

03 FEB 2021

9. **POWERS AND AUTHORITIES:**

9.1 The Owner nos. 2 and 3 shall grant to the Promoter, a registered Power of Attorney, simultaneously with the execution of this Agreement, inter alia, for the following purposes:

i) All purposes for obtaining sanction of plan including addition/ alteration/modification thereof;

ii) For obtaining various necessary permissions and sanctions from different authorities in connection with or related to the sanction of plan and construction and completion of the development and also pursuing and following up the matter with all authorities in this regard;

iii) For obtaining temporary and permanent connections of water, electricity, drainage, sewerage, gas, lifts, etc., in the said property;

iv) For executing Allotment Letters, Agreements for Sale, Deeds of Conveyance etc., in respect of the Project.

9.2 While exercising powers and authorities under the Power of Attorney to be granted by the Owner nos. 2 and 3 in terms hereof, the Promoter shall not do any act, deed, matter or thing which would in any way infringe or prejudicially affect the rights of the said Owners and/or go against the spirit of this agreement. The said Power of attorney shall be specific and valid for the purposes they would be given and shall not be revoked during the subsistence of this agreement, subject however, the Attorney not committing any breach and acting strictly in terms thereof.

9.3 The Owners hereby agree to ratify and confirm all acts, deeds and things lawfully done in the interest of the Complex by the Promoter and persons nominated by the Promoter in pursuance of the rights and authorities granted as aforesaid.

THE ADDL. REGISTRAR OF ASSURANCES

10. DEALING WITH SPACES IN THE NEW BUILDING:

10.1 The principal policy decisions regarding the marketing and transfer of the New Building (i.e. the total transferable constructed spaces/Apartments in the New Building) including deciding the transfer price and revising the same from time to time shall be taken by the Promoter.

10.2 All the spaces in the Complex will be marketed through one or more Marketing Agency, to be appointed by the Promoter from time to time (collectively Marketing Format).

10.3 It is agreed and recorded that all Agreements, Deeds of Conveyance or any other papers and documents in respect of the transfer of any areas in the New Building shall maintain uniformity in respect of the restrictions, stipulations, covenants, terms and condition for the use and occupation thereof together with amenities and facilities therein as are stipulated in this agreement or that would be drafted by the Advocates as are approved by the Appropriate Authority under the West Bengal Housing Industry Regulation Act, 2017 and the Rules framed thereunder. The parties hereby undertake to each other that neither of them shall deviate from such restrictions stipulations, covenants, terms and conditions.

10.4 The Promoter and the Owners shall execute and register with the appropriate registering authorities, Agreement for Sale, Deeds of Conveyance for transferring of any saleable areas and other areas of the Complex as aforesaid, unto and in favour of the intending Allottee(s) and the cost of stamp duty and registration charges in respect thereof shall be borne by the intending Allottee(s) as the case may be.

10.5 All Agreements for Saleand Deed of Conveyance shall be signed by the Promoter who has been so authorized by the Owners.

10.6 The Owner Nos. 2 & 3 shall not have any exclusive right on the ultimate roof of the building. They shall have only proportionate share in common roof along with the other allottees of building.

10.7 The Promoter shall have the right to install its logo and/or signage on the ultimate roof of the building, common space of the complex and on outer wall of the complex and the owners and/or the Allottees shall not raise any objection in such case in whatsoever manner.

11. **DEALING WITH THE SALE CONSIDERATION:**

11.1 The Promoter shall open a separate bank account as required under the said Act, with a scheduled bank acceptable to both the Parties ("**HIRA Account**") and deposit 100% (one hundred percent) of any and all monies to be received from the Buyers/Purchasers into this HIRA Account. All monies paid or payable by prospective buyers (including proceeds receivable on the sale of Units and car parks in the Project/Building and undivided interest in the said Property) shall be received by way of cheques/demand drafts/Bank transfer favouring the HIRA Account. No payment shall be received under any arrangement with any buyer other than by way of a cheque or demand draft or Bank transfer favouring the HIRA Account.

11.2 Immediately and automatically upon any payment being received in the HIRA Account, 30% (thirty percent) of each such payment shall be transferred to a second bank account ("**Free Proceeds Account**"). Standing instructions will be issued to the concerned bank to ensure automatic transfer of funds from the HIRA Account to the Free Proceeds Account in the aforesaid manner. The HIRA Account and the Free Proceeds Account shall be opened with the same bank.

11.3 The remaining 70% (seventy percent) of each such payment will be transferred from the HIRA Account to the Free Proceeds Account in accordance with the provisions of Section 4 (2) (l) (D) of the said Act.

11.4 The HIRA Account ("**Escrow Accounts**") shall be escrow account and shall be operated by the bank (where this account is held) in its capacity as an escrow agent ("**Escrow Bank**"). The Promoter and

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES-IV
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

13 FEB 2021

theEscrow Bank shall enter into an escrow agreement on mutually acceptable terms which will govern the deposit and release of funds from the Escrow Account.

11.5 The Promoter shall, if required, on the first Business Day of every fortnight or at a lesser interval period secure certificate from a chartered accountant, an engineer, and an architect as required under HIRA along with other documents as may be required in law and provide the same to the Escrow Bank and the Owners. The Escrow Bank shall then transfer the entitled amount from HIRA Account on the basis of these documents to the Free Proceeds Account.

11.6 On the first business day of every fortnight, proportionate net sale revenue of the preceding fortnight will be disbursed to the Owners as Owners' allocation of net sale revenue from Free Proceeds Account of the Developer.

11.7 The Promoter will verify and reconcile the accounts in regard to receipt of sale proceeds, deposit thereof to the HIRA Account and Free Proceeds Account and transfer of Owners' allocation to the Owners at the end of every month.

12. **POST COMPLETION MAINTENANCE:**

12.1 On and from the date of expiry of the period to be specified in the written notice of possession upon issuance of completion certificate/occupation certificate by Bidhannagar Municipal Corporation or NKDA or HIDCO, as the case may be, and/or concerned authority, to be given by Promoter to the Owner nos. 2 and 3 (Possession Date), the said Owners shall become liable and responsible for the payments of rates and taxes in the ratio of their respective allocations irrespective of the fact whether actual physical possession was taken or not.

12.2 The Parties or their respective Allottee(s) shall pay or deposit the following proportionate costs for their allocation -a) All costs and deposits to be made with WBSEDCL for obtaining electricity connection(s) at per actual; b) Proportionate costs for LT connection charges, switchgear, cables and allied installations at per actual; c)

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES

KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

13 FEB 2023

Sinking fund deposit as may be decided by the promoter; d) Advance maintenance deposit as may be decided by the promoter; e) Municipal tax deposit at per actual; f)Proportionate cost for formation of the Association as may be decided by the promoter; g) Proportionate cost for providing standby generator at per actual; h) Transformer Charges (non-refundable) at per Actuals only per sqft. of the built-up area of the said Apartment + GST;

12.3 The parties and their respective nominees/allottee shall punctually and regularly pay the rates and taxes for their respective allocations to the concerned authorities and the parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other or others.

12.4 Till such time the management, maintenance and administration of the Complex is not made over to the Association, the Promoter shall be responsible for the same or at its discretion and appoint an agency to do the same. The Owners and the Promoter hereby agree to abide by all the rules and regulations to be framed for the management of the affairs of the Complex.

12.5 The Promoter or the Agency to be appointed shall manage and maintain the Common Portions and services of the Complex and shall collect the costs and service charge therefor (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the Complex, tax for water, common electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment, appliances and other installations.

13. COMMON RESTRICTIONS:

13.1 The New Building shall be subject to the same restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the New Building, which shall include the following:-

(a) No occupant of the New Building shall use or permit to be used, his/her/their Apartment or any portion thereof, for any obnoxious,

illegal and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the New Building.

(b) No occupant of the New Building shall demolish or permit demolition of any wall or other structures in his Apartment or any portions, major or minor, without the written consent of the Promoter or Association, after its formation.

(c) No occupant of the New Building shall transfer or permit transfer of his Apartment or any portion thereof unless all terms and conditions to be observed and/or performed have been observed and performed and the proposed Allottee gives a written undertaking to the effect that such Allottee shall remain bound by the terms and conditions of these presents and further that, such Allottee shall pay all and whatsoever shall be payable in relation to the concerned space.

(d) All occupants of the New Building shall abide by all laws, bye-laws, rules and regulations of the Government and local bodies and shall attend to, answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws, rules and regulations.

(e) All occupants of the New Building shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc., in his/her/their Apartment in good working condition and repair and in particular, so as not to cause any damage to the New Building or any other space or accommodations therein and shall keep the other occupiers of the New Building indemnified from and against the consequences of any breach.

(f) No occupant of the New Building shall do or cause or permit to be done any act or thing which may render void or voidable any insurance of the New Building or any part thereof and shall keep the other occupiers of the New Building harmless and indemnified from and against the consequences of any breach.

(g) No occupant of the New Building shall leave or keep any goods or other items for display or otherwise in the corridors or at other

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES
KOLKATA

3 FEB 2023

places of common use and enjoyment in the New Building and no hindrance shall be caused in any manner in the free movement and use of the corridors and other places for common use and enjoyment in the New Building.

(h) No occupant of the New Building shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the New Building or in the compound, corridors or any other portion or portions of the Complex.

13.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the New Building shall permit the agency to be appointed as per clause 11.5, with or without workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof.

13.3 It is agreed between the parties that the Promoter shall frame a scheme for the management and administration of the Complex and all the occupiers of the New Building shall perpetually in succession, abide by all the rules and regulations to be framed in connection with the management of the affairs of the Complex.

14. OBLIGATIONS OF PROMOTER:

14.1 Construction and execution of the Complex shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government.

14.2 The Promoter shall be responsible for planning, designing development and construction of the Complex with the help of professional bodies, contractors, etc.

14.3 The Promoter has assured the Owners that it shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default.

14.4 The Promoter shall construct the Complex at its own costs and responsibility. The Promoter shall alone be responsible and liable to Government, Municipality and other authorities concerned and to the Allottee(s) and shall alone be liable for any loss or for any claim arising from such construction and shall indemnify the Owners against any claims, loss or damage for any default or failure or breach on the part of the Promoter.

14.5 All tax liabilities in relation to the development shall be paid by the Promoter. All taxes as may be payable on account of allocation of the Owner nos. 2 and 3's Allocation shall however be paid by the said Owners.

14.6 The Promoter hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the laws and rules applicable to construction of the Complex.

14.7 The Promoter shall be responsible for the construction made and any query regarding such construction raised by any authorities including Bidhannagar Municipal Corporation or NKDA or HIDCO shall be explained by the Promoter.

15. **OBLIGATIONS OF THE OWNERS:**

15.1 The Owners undertake to fully co-operate with the Promoter for obtaining all permissions required for development of the said property.

15.2 The Owners undertake to act in good faith towards the Promoter (and any appointed and/or designated representatives) so that the Project can be successfully completed.

15.3 The Owners shall provide the Promoter with any and all documentation and information relating to the said property as may be required by the Promoter from time to time.

15.4 The Owners shall not do any act, deed or thing whereby Promoter may be prevented from discharging its functions under this Agreement.

15.5 The Owners hereby covenant not to cause any interference or hindrance in the construction of the Complex.

15.6 The Owners hereby covenant not to enter into any agreement, let out, grant lease, transfer, mortgage and/or charge the said property or any portions thereof save in the manner envisaged herein during the subsistence of this Agreement.

16. **INDEMNITY:**

16.1 The Promoter shall indemnify and keep the Owner nos. 2 and 3 saved, harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) suffered by the said Owners in relation to the construction of the Complex and those resulting from breach of this Agreement by the Promoter.

16.2 The Owners shall indemnify and keep the Promoter saved, harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Promoter in the course of implementing the Project including marketing thereof for any successful claim by any third party for any defect in title of the said property or any of their Representations and the warranties being incorrect.

17. **MISCELLANEOUS:**

17.1 This Agreement entered into by and between the parties herein is and shall be on principal to principal basis.

17.2 The Owners, the Confirming Parties and the Promoter expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

17.3 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.

17.4 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.

ADDL. REGISTRAR

ADDL. REGISTRAR
OF ASSURANCES-III, KOLKATA

13 FEB 2001

17.5 The Promoter will be entitled to seek financing of the Project (Project Finance) from a Bank/Financial Institution (Banker). Such Project Finance can be secured on the strength of the security of the said property.

17.6 All benefits under the Income Tax Act for such borrowings made by the Promoter would be available to the Promoter and it would be entitled to claim all such benefits.

17.7 It is understood that from time to time to facilitate the uninterrupted construction of the Complex by the Promoter, various deeds, matters and things not herein specified may be required to be done by the Promoter and for which the Promoter may need authority of the Owners. Further, 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 perform all such acts, deeds, matters and things and execute any additional power of attorney and/or authorization as may be required by the Promoter for the purpose and the Owners also undertake to sign and execute all additional applications and other documents, provided that all such acts, deeds matters and things do not in any way infringe on the rights of the Owners and/or go against the spirit of this Agreement.

17.8 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

17.9 The Owner nos. 2 and 3 shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of Promoter's Allocation and the Promoter shall be liable to make payment of the same and keep the said Owners indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Promoter's Allocation. Similarly, the Promoter shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owner nos. 2 and 3's Allocation and the said Owners shall be liable to make payment of the same and keep the Promoter indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the said Owners' Allocation.

17.10 The name of the Complex shall be "**Benchmark Aspire**".

18. **DEFAULTS:**

18.1 The following shall be the events of default.

a) If the Owners fail to comply with any of their obligations contained herein.

b) If the Promoter fails to construct, erect and complete the Complex.

c) If the Promoter fails to comply with any other obligations contained herein.

18.2 If this Agreement is terminated for any of the aforesaid events or reasons then the Owner nos. 2 and 3 shall be liable to refund the entire deposit by the Promoter to them as mentioned in clause 8.1 hereinabove within 30 days of demand by the Promoter. The refund shall be with interest at the rate of 18% per annum from the date of payment until refund, if the default is on behalf of the Owner nos. 2 and 3 and if the default is of the Promoter, then without any interest.

18.3 In case of any event of default, the other party (the aggrieved party) shall serve a notice in writing to the defaulting party, calling upon the defaulting party to comply with its obligation in default within 30 (Thirty) days and in the manner to be mentioned in the said notice.

18.4 Upon receipt of such notice, the defaulting party shall rectify the said event of default and/or breach within the time and in the manner mentioned herein.

18.5 If the default continues for a period of over 60 (Sixty) days after expiry of such notice and there is no remedy provided for herein, the notice of termination may be served by the aggrieved party at their/its sole discretion.

19. **FORCE MAJEURE:**

19.1 If either Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such time after the cessation, as is necessary for that Party, using all reasonable endeavors, to re-commence its affected operations in order for it to perform its obligations. Neither the Owners nor the Promoter shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

19.2 In the eventuality of Force Majeure circumstances, the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the completion thereof and 7 (Seven) days thereafter.

19.3 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.

20. **NOTICE:**

20.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or by electronic mail or registered post or speed post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time).

ASSISTANT REGISTRAR
OF ASSURANCES-IV, KOLKATA

1 8 FEB 2021

20.2 Any such notice or other written communication shall be deemed to have been served:-

i) If delivered personally, at the time of delivery.

ii) If sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities.

iii) If sent by electronic mail, at the time of sending (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of sending.

20.3 In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by courier, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of an electronic mail, that an activity or other report from the sender's mailbox can be produced.

21. **ENTIRE AGREEMENT:**

21.1 This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, oral or implied or registered.

22. **AMENDMENT/MODIFICATION:**

22.1 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 all the Parties and expressly referring to the relevant provision of this Agreement.

23. **SPECIFIC PERFORMANCE:**

23.1 In the event of there being breach by either party the other party will have the right to seek specific performance of this agreement and

also claim any loss, damage costs and expenses caused due to such breach.

24. **ARBITRATION:**

24.1 The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes) by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties. If the Parties have not settled the Disputes by negotiation within 30 (Thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to, and finally resolved through, the arbitration of Mr. D.N. Mittra, Solicitor & Advocate of No. 6, Old Post Office Street, Kolkata – 700001, or any person nominated by him and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act 1996and Rules and amendments made there under. The arbitration proceedings shall be conducted at Kolkata and in English.

25. **JURISDICTION:**

25.1 The courts at Kolkata alone shall have jurisdiction to entertain or try any action or proceeding arising out of this agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO:

PART-1
(Said Land)

ALL THAT the piece and parcel of Bastu land containing an area of **83.06 decimals** be the same a little more or less as per Deed and an area of **72.96 decimals** equivalent to **44 Cottahs 2 Chittacks 13.79 Sq.ft.** be the same a little more or less as per actual measurement situate lying at Mouza Mahisbathan, J.L. No.18, Touzi No.160-162, R.S. No.203 comprising in L.R. Dag Nos. 417, 424, 485 and 485/564 under L.R. Khatian Nos. 2097, 1960, 1989, 1990, 212/1, 1812, 2185, 2186, 2214, 2215,2216, 2217 and 2005, Post Office Krishnapur,

Police Station-Bidhannagar Electronic Complex (formerly Bidhannagar East and Rajarhat), Ward No 28 within the limits of Bidhannagar Municipal Corporation, Kolkata-700 102, District of North 24-Parganas, butted and bounded in the manner following:-

ON THE NORTH	:	20' 0" Wide Concrete Road (Charaktala Road) and L.R. Dag No 417(Part);
ON THE SOUTH	:	L.R. Dag no. 563 (Part), L.R. Dag no. 565 (Part), and 10.50 metre access road to plot and 46m Wide Metal Road (6 Lanes) Ring Road;
ON THE EAST	:	L.R. Dag no. 565 (Part), L.R. Dag No 413 and 46m Wide Metal Road (6 Lanes) Ring Road,
ON THE WEST	:	L.R. Dag no. 563 (Part) and L.R. Dag No.425

PART-II
(Title Devolution)

I. Dag No.417

A. One Gobinda Chandra Biswas was seized and possessed and/or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of land measuring an area of 7½ decimals be the same a little more or less situate lying at Mouza Mahisbathan, J.L. No.18, Police Station-Electronics Complex (formerly Rajarhat), Touzi No.160-162, R.S. No.203, C.S. Dag No.439 corresponding to R.S. and L.R. Dag No.417 under R.S. Khatian No.237 corresponding to L.R. Khatian No.258 in the District of North 24 Parganas (hereinafter referred to as the **"said land"**).

B. By a Bengali Kobala dated the 5th June, 1959 made between the said Gobinda Chandra Biswas therein referred to as Vendor of the One Part and one Madhusudan Ray therein referred to as the Purchaser of the Other Part and registered at the Office of the Sub-Registrar, Cossipore Dumdum in Book No.I, Being No.4549 for the

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES

ADDL. REGISTRAR
OF ASSURANCES-IV, KOLKATA

13 FEB 2021

year 1959, the said Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the **said land**.

C. The said Madhusudan Roy who during his lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate on 12th December, 1984 leaving him surviving his widow Smt. Pratibha Roy, two sons namely Tarak Roy and Shyam Sundar Roy and five daughters namely Smt. Laxmi Rani Sarkar, Smt. Sankari Sadhukhan, Smt. Parbati Saha, Smt. Gouri Majumder and Smt. Annapurna Roy as his heirs, heiresses and legal representative who upon his death jointly inherited All That the said **land**.

D. By a Bengali Kobala dated the 20th day of November, 1996 made between the said Smt. Pratibha Roy, Tarak Roy, Shyam Sundar Roy, Smt. Laxmi Rani Sarkar, Smt. Sankari Sadhukhan, Smt. Parbati Saha, Smt. Gouri Majumder and Smt. Annapurna Roy therein jointly referred to as Vendors of the One Part and one Jafar Ali Mondal therein referred to as the Purchaser of the Other Part and registered at the Office of the District Registrar, Barasat in Book No.I, Volume No.163, Pages 289 to 300, Being No.8852 for the year 1996, the said Vendors therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 1.38 decimals be the same a little more or less being the portion of the said land (hereinafter referred to as **Jafar Ali's land**).

E. Therefore, the said Smt. Pratibha Roy, Tarak Roy, Shyam Sundar Roy, Smt. Laxmi Rani Sarkar, Smt. SankariSadhukhan, Smt. Parbati Saha, Smt. Gouri Majumder and Smt. Annapurna Roy are now left with seized and possessed of All That the piece and parcel of land containing an area of 6.12 decimals be the same a little more or less being the portion of the said land.

F. The said Tarak Roy who during his lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate on 20th February, 2015 leaving him surviving his widow Smt. Buhu Roy and four daughters namely Smt. Priyanka Kul, Smt. Tumpa Nita Paul,

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

13 FEB 2021

Smt. Jhumpa Mondal and Smt. Soma Pramanick as his heiresses and legal representative who upon his death jointly inherited All That his undivided share in the piece and parcel of land containing an area of 6.12 decimals be the same a little more or less being the portion of the said land.

G. By a Deed of Sale dated the 11th March, 2016 made between the said Smt. Pratibha Roy, Shyam Sundar Roy, Smt. Laxmi Rani Sarkar, Smt. Sankari Sadhukhan, Smt. Parbati Saha, Smt. Gouri Majumder, Smt. Bulu Roy, Smt. Priyanka Kul, Smt. Tumpa Nita Paul, Smt. Jhumpa Mondal and Smt. Soma Pramanick therein jointly referred to as Vendors of the One Part and one Santosh Tower Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bidhannagar in Book No.I, Volume No.1504-2016, Pages 19064 to 19127, Being No.150400523 for the year 2016, the said Vendors therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 6.12 decimals be the same a little more or less being the portion of the said land.

H. By a Deed of Sale dated the 19th July, 2016 made between the said Jafar Ali Mondal therein referred to as Vendor of the One Part and the said Santosh Tower Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar,Bidhannagar in Book No.I, Volume No.1504-2016, Pages 45409 to 45432, Being No.150401264 for the year 2016, the said Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the said Jafar Ali's land measuring an area of 1.38 decimals be the same a little more or less.

I. Thus the said Santosh Tower Private Limited is now seized and possessed of and/or otherwise well and sufficiently entitled to All that the piece and parcel of land measuring an area of 7.5 decimals be the same a little more or less being the said land.

J. The said **Santosh Tower Private Limited** duly mutated its name in the records of concerned Block Land and Land Reforms

Officer in respect of **7 decimals** of land in Dag No. 417 and got new Khatian being L.R. Khatian Nos. 1960 and 2097.

II. Dag No.424 and 484/564

A. One Madhusudan Roy was seized and possessed and/or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of land measuring an area of 28 decimals be the same a little more or less situate lying at Mouza Mahisbathan, J.L. No.18, Police Station-Electronics Complex (formerly Rajarhat), Touzi No.160-162, R.S. No.203, R.S. Dag Nos.424 (21 decimals) and 485/564 (7 decimals) under R.S. Khatian No.237 in the District of North 24 Parganas (hereinafter referred to as the **"said land"**).

B. By a Bengali Kobala dated the 5th June, 1959 made between the said Madhusudan Roy therein referred to as Vendor of the One Part and one Bindu Basini Roy therein referred to as the Purchaser of the Other Part and registered at the Office of the Sub Registrar, Cossipore Dumdum in Book No.I, Being No.4550 for the year 1959, the said Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the **said land**.

C. The said Smt. Bindu Basini Roy duly mutated her name in the record of the concerned Block Land and Land Reforms Officer in respect of the said land, comprised in L.R. Dag Nos.424 and 485/564 and got new L.R. Khatian No.222.

D. The said Smt. Bindu Basini Roy who during her lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate on 3rd February, 1994 leaving behind her surviving her only daughter Sadhana Das and three sons namely Sambhunath Roy, Narayan Chandra Roy and Madhusudan Roy as her heirs, heiress and legal representatives who upon her death jointly inherited All That the said **land**.

E. The said Sambhunath Roy who during his lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate on 30th March, 2003 leaving him surviving his widow Smt. Gita Roy,

OFFICE OF THE ADDL. REGISTRAR OF ASSURANCES
GUWAHATI

13 FEB 2021

three sons namely Samir Roy, Sushanta Roy and Sumanta Roy and five daughters namely Smt. Sikha Ghosh, Smt. Sima Saha, Smt. Sibani Chowdhury, Smt. Shyamali Paul and Smt. Sukla Pyne as his heirs, heiresses and legal representative who upon his death jointly inherited All That his undivided share in the said **land**.

F. The said Smt. Sadhana Das who during her lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate on 6th February, 2005 leaving behind her surviving her three daughters Smt. Mira Das, Smt. Sabita Dey and Smt. Purnima Das and five sons namely Monoranjan Das, Sukumar Das, Bijoy Das, Uma Shankar Das alias Shankar Das and Swapan Das as her heirs, heiresses and legal representative who upon her death jointly inherited All That her undivided share in the said **land**.

G. By a Deed of Sale dated the 14th March, 2016 made between the said Narayan Chandra Roy, Madhusudan Roy, Monoranjan Das, Sukumar Das, Bijoy Das, Uma Shankar Das alias Shankar Das, Swapan Das, Smt. Mira Das, Smt. Sabita Dey, Smt. Purnima Das, Smt. Gita Roy, Samir Roy, Sushanta Roy, Sumanta Roy, Smt. Sikha Ghosh, Smt. SimaSaha, Smt. Sibani Chowdhury, Smt. Shyamali Paul and Smt. Sukla Pyne therein jointly referred to as Vendors of the One Part and one Amrita Chambers Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bidhannagar in Book No.I, Volume No.1504-2016, Pages 18290 to 18378, Being No.150400521 for the year 2016, the said Vendors therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 11 decimals be the same a little more or less comprised in L.R. Dag No.424 being the portion of the said land.

H. By a Deed of Sale dated the 14th March, 2016 made between the said Narayan Chandra Roy, Madhusudan Roy, Monoranjan Das, Sukumar Das, Bijoy Das, Uma Shankar Das alias Shankar Das, Swapan Das, Smt. Mira Das, Smt. Sabita Dey, Smt. Purnima Das, Smt. Gita Roy, Samir Roy, Sushanta Roy, Sumanta Roy, Smt. Sikha Ghosh, Smt. SimaSaha, Smt. Sibani Chowdhury, Smt. Shyamali Paul and Smt. Sukla Pyne therein jointly referred to as Vendors of the One

Part and one Madhuri Nirman Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bidhannagar in Book No.I, Volume No.1504-2016, Pages 18379 to 18467, Being No.150400525 for the year 2016, the said Vendors therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 7 decimals be the same a little more or less comprised in L.R. Dag No.485/564 being the portion of the said land.

I. By a Deed of Sale dated the 14th March, 2016 made between the said Narayan Chandra Roy, Madhusudan Roy, Monoranjan Das, Sukumar Das, Bijoy Das, Uma Shankar Das alias Shankar Das, Swapan Das, Smt. Mira Das, Smt. Sabita Dey, Smt. Purnima Das, Smt. Gita Roy, Samir Roy, Sushanta Roy, Sumanta Roy, Smt. Sikha Ghosh, Smt. Sima Saha, Smt. Sibani Chowdhury, Smt. Shyamali Paul and Smt. Sukla Pyne therein jointly referred to as Vendors of the One Part and one Amrita Realty Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bidhannagar in Book No.I, Volume No.1504-2016, Pages 18468 to 18566, Being No.150400526 for the year 2016, the said Vendors therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 10 decimals be the same a little more or less comprised in L.R. Das No.424 being the portion of the said land.

J. Thus the said Amrita Chambers Private Limited, Madhuri Nirman Private Limited and Amrita Realty Private Limited became seized and possessed and/or otherwise well and sufficiently entitled to ALL THAT the said land.

K. The said **Amrita Chambers Private Limited** and **Amrita Realty Private Limited** duly mutated their names in the records of concerned Block Land and Land Reforms Officer in respect of **21 decimals** of land in Dag No. 424 and got new Khatian being L.R. Khatian Nos. 1990 and 1989 respectively.

REGISTRAR
OF ASSURANCES-IV, KOLKATA

13 FEB 2023

L. The said **Madhuri Nirman Private Limited** duly mutated its name in the records of concerned Block Land and Land Reforms Officer in respect of **7 decimals** of land in Dag No. 485/564 and got new Khatian being L.R. Khatian No. 2005.

III. Dag No.485

A. One Narayan Mondal was seized and possessed and/or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of land measuring an area of 49 decimals be the same a little more or less situate lying at Mouza Mahishathan, J.L. No.18, Police Station-Electronics Complex (formerly Rajarhat), Touzi No.160-162, R.S. No.203, R.S. and L.R. Dag No.485 under R.S. Khatian No.173 in the District of North 24-Parganas (hereinafter referred to as the **"said land"**).

B. The said Narayan Mondal who during his lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate on 5th October, 1973 leaving him surviving his widow Smt. Kumudini Mondal, eight sons namely Birendra Mondal, Sukumar Mondal, Ram Prasad Mondal, Nirapada Mondal, Ram Kanto Mondal, Dulal Mondal, Badal Mondal and Santi Ram Mondal and four daughters namely Smt. Karuna Mondal, Smt. Saraswati Mondal, Smt. Kiranbala Pandit and Smt. Jashoda Mondal as his heirs, heiresses and legal representative who upon his death jointly inherited All That the said **land.**

C. The said Smt. Kumudini Mondal who during her lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate on 31st March, 1983 leaving behind her surviving her sons namely Birendra Mondal, Sukumar Mondal, Ram Prasad Mondal, Nirapada Mondal, Ram Kanto Mondal, Dulal Mondal, Badal Mondal and Santi Ram Mondal and four daughters namely Smt. Karuna Mondal, Smt. Saraswati Mondal, Smt. Kiranbala Pandit and Smt. Jashoda Mondal as her heirs, heiresses and legal representative who upon her death jointly inherited All That her undivided share in the said **land.**

D. Thus the said Birendra Mondal, Sukumar Mondal, Ram Prasad Mondal, Nirapada Mondal, Ram Kanto Mondal, Dulal Mondal, Badal Mondal, Santi Ram Mondal, Smt. Karuna Mondal, Smt. Saraswati

Mondal, Smt. Kiranbala Pandit and Smt. Jashoda Mondal became seized and possessed of All that the said land each having equal share.

E. By a Bengali Kobala (Deed of Sale) dated the 5th Jaisth, 1399 corresponding to 19th May, 1992 made between the said Nirapada Mondal therein referred to as Vendor of the One Part and the said Badal Mondal therein referred to as the Purchaser of the Other Part and registered at the Office of the Sub Registrar, Cossipore Dumdum in Book No.I, Volume No.119, Pages 181 to 186, Being No.5314 for the year 1992, the said Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 3.30 decimals be the same a little more or less being the portion of the **said land**.

F. By a Bengali Kobala (Deed of Sale) dated the 5th Jaisth, 1399 corresponding to 19th May, 1992 made between the said Badal Mondal therein referred to as Vendor of the One Part and one Manirul Mollah therein referred to as the Purchaser of the Other Part and registered at the Office of the Sub-Registrar, Cossipore Dumdum in Book No.I, Volume No.119, Pages 193 to 198, Being No.5316 for the year 1992, the said Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 3.69 decimals be the same a little more or less being the portion of the **said land**.

G. The said **Manirul Mollah** duly mutated his name with the concerned Block Land & Land Reforms Officer in respect of **3 decimals** of land in Dag No. 485 and got new L.R. Khatian No.212/1.

H. By a Bengali Kobala (Deed of Sale) dated the 5th Jaisth, 1399 corresponding to 19th May, 1992 made between the said Badal Mondal therein referred to as Vendor of the One Part and one Kabirul Reja Chowdhury therein referred to as the Purchaser of the Other Part and registered at the Office of the Sub-Registrar, Cossipore Dumdum in Book No.I, Volume No.119, Pages 199 to 204, Being No.5317 for the year 1992, the said Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and

assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 3 decimals be the same a little more or less being the portion of the **said land** (hereinafter referred to as Kabirul's land).

I. The said Kabirul Reja Chowdhury duly mutated his name with the concerned Block Land & Land Reforms Officer in respect of 3 decimals of land in Dag No. 485 and got new L.R. Khatian No.212.

J. By a Bengali Kobala (Deed of Sale) dated the 5th Jaisth, 1399 corresponding to 19th May, 1992 made between the said Dulal Mondal therein referred to as Vendor of the One Part and one Jafar Ali Mondal therein referred to as the Purchaser of the Other Part and registered at the Office of the Sub-Registrar, Cossipore Dumdum in Book No.I, Volume No.119, Pages 205 to 219, Being No.5318 for the year 1992, the said Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 4.08 decimals be the same a little more or less being the portion of the **said land**.

K. The said **Jafar Ali Mondal** duly mutated his name with the concerned Block Land & Land Reforms Officer in respect of **4 decimals** of land in Dag No. 485 and got new L.R. Khatian No.1812.

L. The said Ram Prasad Mondal who during his lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate on 9th June, 1995 leaving behind him surviving his six sons namely Buddeshwar Mondal, Rasik Mondal, Sanjay Mondal, Nabakumar Mondal, Basudeb Mondal and Prasanta Mondal and two daughters namely Smt. Basumoti Mondal and Smt. Bijoli Naskar as his heirs, heiresses and legal representatives who upon his death jointly inherited All That his undivided share in the said **land** measuring an area of 3.91 decimals (hereinafter referred to as the said **Ram Prasad's land**).

M. The said Smt. Bijoli Naskar who during her lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving her two sons namely Bikash Naskar and Bijon Naskar and only daughter Smt. Shyamali Purkait as her heirs,

heiresses and legal representatives who upon his death jointly inherited All That her undivided share in the said **Ram Prasad's land**.

N. By a gazette notification in the year of 2000 issued by the Land Acquisition Officer vide L.A. Case No. 4/30 of 1999-2000, a portion of the said land measuring an area of 2 decimals be the same a little more or less has been acquired by the Government.

O. The said Santi Ram Mondal who during his lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate on 13th July, 2001 leaving behind him surviving his widow Smt. Sandhabala Mondal, only son namely Swapan Mondal and only daughter Smt. Sabita Mondal as his heir, heiresses and legal representatives who upon his death jointly inherited All That his undivided share in the said **land** measuring an area of 3.91 decimals (hereinafter referred to as the said **Santi Ram's land**).

P. The said Smt. Sandhabala Mondal, Swapan Mondal and Sabita Mondal duly mutated their names with the concerned Block Land & Land Reforms Officer in respect of 3.91 decimals of land and got new L.R. Khatian No.988, 989 and 990 respectively.

Q. The said Smt. Jashoda Mondal who during her lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate on 15th June, 2010 leaving him surviving her only daughter Smt. Jamuna Mondal as her heiress and legal representative who upon her death inherited All That her undivided share in the said **land** measuring an area of 3.91 decimals (hereinafter referred to as the **Jashoda's land**).

R. The said Ram Kanto Mondal who during his lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate on 13th August, 2016 leaving behind him surviving his two sons namely Moni Mohan Mondal and Brojen Mondal and three daughters namely Smt. Anita Mondal, Smt. Kanan Bala Mondal and Smt. Jabarani Bain as his heirs, heiresses and legal representatives who upon his death jointly inherited All That his undivided share in the said **land** measuring an area of 3.91 decimals (hereinafter referred to as the said **Ram Kanto's land**).

ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA

13 SEP 2021

S. The said Sukumar Mondal who during his lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate leaving behind him surviving his three daughters namely Smt. Sunayani Das, Smt. Surodi Mondal and Smt. Sabita Mondal as his heiresses and legal representatives who upon his death jointly inherited All That his undivided share in the said **land** measuring an area of 3.91 decimals (hereinafter referred to as the said **Sukumar's land**).

T. The said Smt. Jaharani Bain who during her lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate in the year of 2018 leaving behind him surviving her husband Ratan Bain, only son Rathin Bain and only daughter Smt. Rama Bain as her heirs, heiresses and legal representatives who upon her death jointly inherited All That her undivided share in the said Ram Kanto's **land** measuring an area of .78 decimals (hereinafter referred to as the **Jaba's land**).

U. The said Smt. Kiran Bala Pandit who during her lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate on 18th January, 2019 leaving behind him surviving her only son namely Nepal Chandra Pandit; five daughters namely Smt. Asha Mondal, Smt. Puspa Mondal, Smt. Kalpana Mondal and Smt. Minoti Mondal; daughter-in-law namely Smt. Jagadiswari Pandit, widow of her deceased son Gopal Chandra Pandit; grandchildren namely Dipankar Pandit, Smt. Mita Karal, Samaresh Gain, Anuresh Gain, Kumeresh Gain and Paramesh Gain as her heirs, heiresses and legal representative who upon her death jointly inherited All That her undivided share in the said **land** measuring an area of 1.08 decimals (hereinafter referred to as the **Kiran Bala's land**).

V. By a Deed of Sale dated the 2nd day of November, 2016 made between the said Kabirul Reja Chowdhury therein referred to as Vendor of the One Part and one Amrita Realty Private Limited and Amrita Chambers Private Limited therein jointly referred to as the Purchasers of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bidhannagar in Book No.1, Volume No.1504-2016, Pages 63721 to 63752, Being No.150401776 for the year 2016, the said Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

13 FEB 2024

assured unto and in favour of the Purchasers therein All That the Kabirul's land containing an area of **3 decimals** be the same a little more or less.

W. By a Deed of Sale dated the 16th day of January, 2019 made between the said Birendra Mondal, Smt. Karuna Mondal, Smt. Saraswati Mondal, Buddeshwar Mondal, Rasik Mondal, Sanjay Mondal, Nabakumar Mondal, Basudeb Mondal, Prasanta Mondal, Smt. Basumoti Mondal, Bikash Naskar, BijonNaskar, Smt. Shyamali Purkait, Moni Mohan Mondal, Smt. Anita Mondal, Smt. KananBala Mondal, Smt. Sunayani Das, Smt. Suravi Mondal, Smt. Sabita Mondal and Nirapada Mondal, therein jointly referred to as Vendors of the One Part and one Greenery Square Private Limited, Greenery Elevation Private Limited, Greenery Structure Private Limited and Greenery Plaza Private Limited therein jointly referred to as the Purchasers of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bidhannagar in Book No.I, Volume No.1504-2019, Pages 3684 to 3792, Being No.150400093 for the year 2019, the said Vendors therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That their undivided share in the said land containing total area of **22.50** decimals be the same a little more or less.

X. By a Deed of Sale dated the 25th day of February, 2019 made between the said Smt. Sandhabala Mondal, Swapan Mondal and Sabita Mondal therein jointly referred to as Vendors of the One Part and one Greenery Square Private Limited, Greenery Elevation Private Limited, Greenery Structure Private Limited and Greenery Plaza Private Limited therein jointly referred to as the Purchasers of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bidhannagar in Book No.I, Volume No.1504-2019, Pages 19590 to 19638, Being No.150400467 for the year 2019, the said Vendors therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That the said Shanti Ram's land containing an area of **3.91** decimals be the same a little more or less.

Y. By a Deed of Sale dated the 10th day of April, 2019 made between the said Nepal Chandra Pandit, Smt. Asha Mondal, Smt.

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES
KOLKATA

Puspa Mondal, Smt. Kalpana Mondal, Smt. Minoti Mondal, Samaresh Gain, Amaresh Gain, Kumeresh Gain, Paramesh Gain, Smt. Jagadiswari Pandit, Dipankar Pandit and Smt. Mita Karal therein jointly referred to as Vendors of the One Part and one Greenery Square Private Limited, Greenery Elevation Private Limited, Greenery Structure Private Limited and Greenery Plaza Private Limited therein jointly referred to as the Purchasers of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bidhannagar in Book No.I, Volume No.1504-2019, Pages 32913 to 32999, Being No.150400809 for the year 2019, the said Vendors therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That said Kiranbala's land containing an area of **4.08** decimals be the same a little more or less.

Z. By a Deed of Sale dated the 16th day of August, 2019 made between the said Brojen Mondal therein referred to as Vendor of the One Part and one Greenery Square Private Limited, Greenery Elevation Private Limited, Greenery Structure Private Limited and Greenery Plaza Private Limited therein jointly referred to as the Purchasers of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bidhannagar in Book No.I, Volume No.1504-2019, Pages 84313 to 84365, Being No.150402013 for the year 2019, the said Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That his undivided share in the said land containing an area of **0.78** decimals be the same a little more or less being the portion of Ram Kanto's land.

AA. By a Deed of Sale dated the 20th day of January, 2020 made between the said Jamuna Mondal therein referred to as Vendor of the One Part and one Greenery Square Private Limited, Greenery Elevation Private Limited, Greenery Structure Private Limited and Greenery Plaza Private Limited therein jointly referred to as the Purchasers of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bidhannagar in Book No.I, Volume No.1504-2020, Pages 9987 to 10032, Being No.150400181 for the year 2020, the said Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and

assured unto and in favour of the Purchasers therein All That said Jashoda's land containing an area of **5** decimals (as per deed) be the same a little more or less.

BB. By a Deed of Sale dated the 4th day of March, 2020 made between the said Ratan Bain and Rama Baine therein jointly referred to as Vendors of the One Part and one Greenery Square Private Limited, therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bidhannagar in Book No.I, Volume No.1504-2020, Pages 33253 to 33295, Being No.150400683 for the year 2020, the said Vendors therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That their undivided share in the said land containing an area of **0.52** decimals be the same a little more or lessbeing the portion of Ram Kanto's land.

CC. By a Deed of Sale dated the 15th day of September, 2020 made between the said Rathin Bain therein referred to as Vendor of the One Part and one Greenery Square Private Limited, therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub Registrar, Bidhannagar in Book No.I, Volume No.1504-2020, Pages 65058 to 65094, Being No.150401398 for the year 2020, the said Vendors therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That their undivided share in the said land containing an area of **0.26** decimals be the same a little more or less being the portion of Ram Kanto's land.

DD. Thus the said Greenery Square Private Limited, Greenery Elevation Private Limited, Greenery Structure Private Limited, Greenery Plaza Private Limited, Amrita Realty Private Limited and Amrita Chambers Private Limited became seized and possessed and/or otherwise well and sufficiently entitled to All that the piece and parcel of land measuring an area of 39.79 decimals as per deed be the same a little more or less being the portion of the said land.

EE. The said Greenery Square Private Limited, Greenery Elevation Private Limited, Greenery Structure Private Limited, Greenery Plaza

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

13 FEB 2021

Private Limited, Amrita Realty Private Limited and Amrita Chambers Private Limited duly mutated their names in the records of concerned Block Land and Land Reforms Officer in respect of acquired land and got L.R. Khatian Nos. 2215, 2216, 2214, 2217, 2185 and 2186.

THE SECOND SCHEDULE ABOVE REFERRED TO:

LIVING / DINING ROOM AREA:

- Flooring Vitrified Tiles. DC(600mmx600mm)
- Wall Wall Putty/POP
- Ceiling Wall Putty/POP
- Main Door Sal wood frame with flush door.
- Balcony Doors Aluminium sliding door with full glazing.
- Window's / Glazing Aluminium frame with openable & fix combination.
- Electrical Modular (Schneider/Havells/Anchor of equivalent make) switches with Copper Wiring.

MASTER BED ROOM

- Flooring Designer Vitrified Tiles.
- Wall Wall Putty/POP
- Ceiling Wall Putty/POP
- Internal Doors Flush door with Sal wood frames.
- Window's / Glazing Aluminium frame with openable &fix combination.
- Electrical Modular (Schneider/Havells/Anchor of equivalent make) switches with Copper Wiring.

BED ROOMS

- Flooring Vitrified Tiles.
- Wall Wall Putty /POP
- Ceiling Wall Putty/POP
- Internal Doors Flush door with Sal wood frames.
- Window's / Glazing Aluminium frame with openable & fix combination.
- Electrical Modular (Schneider/Havells/Anchor of equivalent make) switches with Copper Wiring.

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES
KOLKATA

BALCONY

- Flooring Anti Skid Tiles
- Wall External grade paint finish
- Ceiling External grade paint finish
- Door Aluminium frame sliding doors.
- Railing MS Railing.

UTILITY BALCONY

- Flooring Anti Skid Tiles.
- Wall External grade paint finish
- Ceiling External grade paint finish
- Door Aluminium frame openable doors.
- Railing MS Railing.
- Plumbing provision for washing machine outlet and inlet.

KITCHEN

- Flooring Anti Skid Ceramic Tiles.
- Wall dado Ceramic Tiles up to 2 feet height above kitchen counter.
- Ceiling Wall putty/POP
- Counter Granite Slab.
- Plumbing Hot &cold water line provisions.
- Provision for water purifier.
- Window's Aluminium frame with openable & combination.
- Electrical Modular (Schneider/Havells/Anchor of equivalent make) switches with Copper Wiring.

TOILETS

- Flooring Anti Skid Ceramic Tiles.
- Wall dado Ceramic Tiles up to door Lintel height.
- Ceiling Wall putty/POP
- Door Sal wood frames with flush door.
- Sanitary ware Jaquar or equivalent brand.
- Window's Aluminium
- CP Fittings Jaquar or equivalent brand.

STRUCTURE

- R.C.C. frame structure

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

18 FEB 2021

- External Finish: Blending of water proof acrylic base paint /weather proof paint
- External wall : AAC blocks / Concrete
- Internal walls :AAC Blocks.
- Staircase railing made of MS paint finish.

LOBBY & STAIRCASE

- Lobby : Premium Vitrified Floor
- Staircase : KOTA/IPS Flooring

ELECTRICAL & NETWORKING SYSTEMS

- Transformer.
- 100% DG back up for lighting and fans in flats; Lifts and utilities in common areas.
- Provision for High wall split type Air Conditioners.
- Copper wire & Modular Switches- Schneider/Havells/Anchor or equivalent
- Provision of Hi-wall split outdoor unit platforms and AC points in bedrooms.
- Provision for TV cabling.

OCCUPATIONAL HEALTH & COMFORT

- Low VOC Paints used.
- Roof tiles with high solar reflective index.
- Building orientation planned for ample natural light & ventilation.
- Urban farming (potted) provided in each balcony.

<u>THE THIRD SCHEDULE ABOVE REFERRED TO:</u>

PART-I

(Club House)

- Swimming pool with sun deck and kid spool.
- Changing rooms for ladies &gents.
- Multipurpose games room comprising of Carrom, Billiards/Pool, Table Tennis.
- AC Gymnasium with high end fitness station/equipment's.
- AC Banquet with dedicated kitchen.

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

11 FEB 2021

- Additional service staircase.
- Library with reading corner & study/ tuition area.
- Elderly reading area
- Terrace with multipurpose turf play court.
- Open Badminton Court
- Indoor Kids Play Area
- TV Lounge
- Yoga & Meditation Deck
- Barbeque Terrace
- Star gazing equipment at club terrace

PART-II
(Common Areas, Facilities and Amenities)

- Entire Club House as described in Part-I of this Schedule;
- Main Gate, the pathways and the way of ingress and egress.
- Kids outdoor corner in landscape zone.
- Outdoor Adda Zone.
- Sculpture in landscape spaces.
- Security guard room
- World class landscaping
- Exclusive club area car parking
- 24x7 Security
- CCTV Surveillance
- Common service toilet at ground floor
- Grand entrance lobby with double height
- Provision for wifi
- Intercom line 5
- 24hrs Lift Back Up
- Visitor's car parking facilities.
- Elevators (15 Passenger and 10 Passenger elevators along with additional 6 passenger dedicated fire emergency lift- High speed automatic lift of Otis / Kone or equivalent make)

- **Fire Safety (As per WBFS Norms):**

i. Fire rated door provided at fire escape staircases.
ii. Fire sprinkler system provided in all habitable rooms and common areas.
iii. Addressable fire detection system.

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

12 FEB 2021

iv. Fire Hydrant systems in common areas.
v. Manual call points with hooters in common areas.

- **Security Systems:**

i. IP-Based CCTV surveillance at strategic locations.
ii. Security Cabin at premises entry gate.

- **Water Supply & Plumbing:**

i. Water treatment plant.
ii. Underground Tank for fire and domestic use.
iii. Overhead tank.

GREEN FEATURES

- **Energy Conservation:**

i. Electric vehicle charging point.
ii. Energy efficient lights in common areas.
iii. Solar based common area light

- **Water Conservation:**

i. Dual flushing system.
ii. Recycled water for gardening and flushing.
iii. Water efficient fixtures.
iv. Water treatment plant.
v. Water monitoring system.
vi. Ground water recharge.

- **Solid Waste Management:**

i. Sewage treatment plant.
ii. Segregation of waste.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses/Deposits/Extra Charges)

Upgradation of fixtures and fittings: If any buyer's request, any improved specifications of construction, any internal change made in the layout and/or upgradation of fixtures and fittings of any Apartment over and above the Specifications described.

Maintenance Charges: All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure, gutters and water pipes for all purposes, drains and electric cables

THE ADDL REGISTRAR OF ASSURANCES

and wires in under or upon the New Building and enjoyed or used by the Allottee(s) in common with other occupiers or serving more than one Apartment and main entrance and exit gates, landings and staircases of the New Building and enjoyed by the Allottee(s) or used by him/her in common as aforesaid and the boundary walls, compounds etc. of the New Building. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the New Building so enjoyed or used by the Allottee(s) in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

Formation of Association: As may be decided by the promoter after commencement of construction.

Taxes: Deposits towards Municipal rates and taxes, etc. and G.S.T. or any other tax and imposition levied by the State Government, Central Government or any other authority or body payable on the transfer of the Owners' Allocation by the Promoter to Owners shall be paid by the Owners.

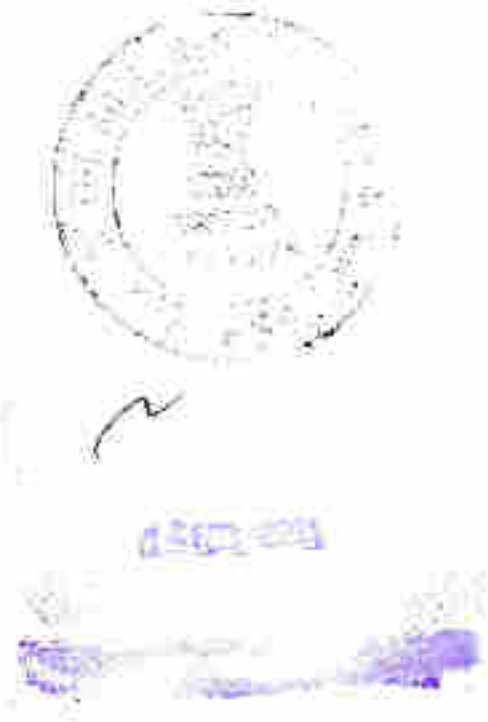
Transformer and allied installation: Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipments.

Electricity Meter: Security deposit and all other billed charges of the supply agency for providing electricity meter to the New Building, at actual.

Generator: At per actual as required by each Apartment and/or as may be decided by the promoter.

Operational: All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator etc.) and also the costs of repairing, renovating and replacing the same.

Staff: The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, clerk, sweepers, liftman etc.) including their bonus and other emoluments and benefits.



Insurance: Insurance premium for insurance of the New Building and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).

Common Utilities: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.

Reserves: Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.

Other: All other expenses and/or outgoings including litigation expenses as are incurred by the Promoter and/or the Association for the common purposes.

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

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

For BENCHMARK DEVELOPERS

Authorised Signatory/Partner

Anber Alam Molla.
FD-451, C/3. Salt Lake City.
Kol-700106.

Md. Amir Sohel
Malaypur, Murarai,
Birbhum. PIN- 731214

Rana Laila
Malay Pur Murarai
Birbhum PIN-731219

Md. Mainul Mondal

Md Jafar Ali Mondal.

Hameda Begum

FD-451-C-3

Cal-700106

SIGNED SEALED AND DELIVERED by the **CONFIRMING PARTIES** at Kolkata in the presence of:

1) Arunita Banerjee
Advocate
High Court, Calcutta

2) Sanjit Kumar Roy
6, old Post office St.
Kolkata - 700001

Madhuri Nirman Pvt. Ltd.

AMRITA REALTY PVT. LTD.

Amrita Chambers Pvt. Ltd.

Santosh Tower Pvt. Ltd.

Greenary Edification Pvt. Ltd.
Director/Authorised Signatory

Director

Greenary Square Pvt. Ltd.
Director/Authorised Signatory

Greenary Plaza Pvt. Ltd.
Director/Authorised Signatory

Greenary Structure Pvt. Ltd.
Director/Authorised Signatory

SIGNED SEALED AND DELIVERED by the **PROMOTER** at Kolkata in the presence of:

1) Arunita Banerjee
Advocate
High Court, Calcutta

2) Sanjit Kumar Roy

For BENCHMARK DEVELOPERS
Authorised Signatory/Partner

Drafted by:
Arunita Banerjee
(Arunita Banerjee)
Advocate, High Court, Calcutta
Enrollment No.WB/1215/2012

R E C E I V E D of and from the within-named Promoter the within-mentioned sum of Rs.2,00,000/- (Rupees Two Lacs only) being the security deposit as per Memo below:-

MEMO OF CONSIDERATION

Name of the Owners	Cheque No.	Date	Bank's name	Amount
Md. Monirul Mollah	391136	11/09/2012	HDFC Saltlake Sec-1	Rs. 1,00,000/
Md. Jafar Ali Mondal	391135	11/09/2012	HDFC Saltlake Sec 1	Rs. 1,00,000/
			TOTAL:	**Rs. 2,00,000/-**

(RUPEES TWO LACS ONLY).

WITNESSES:

1) Aftaben Mollah
2) Md. Amir Sahil
3) Kumar Saha
4) Hamida Begum

Md. Monirul Mollah

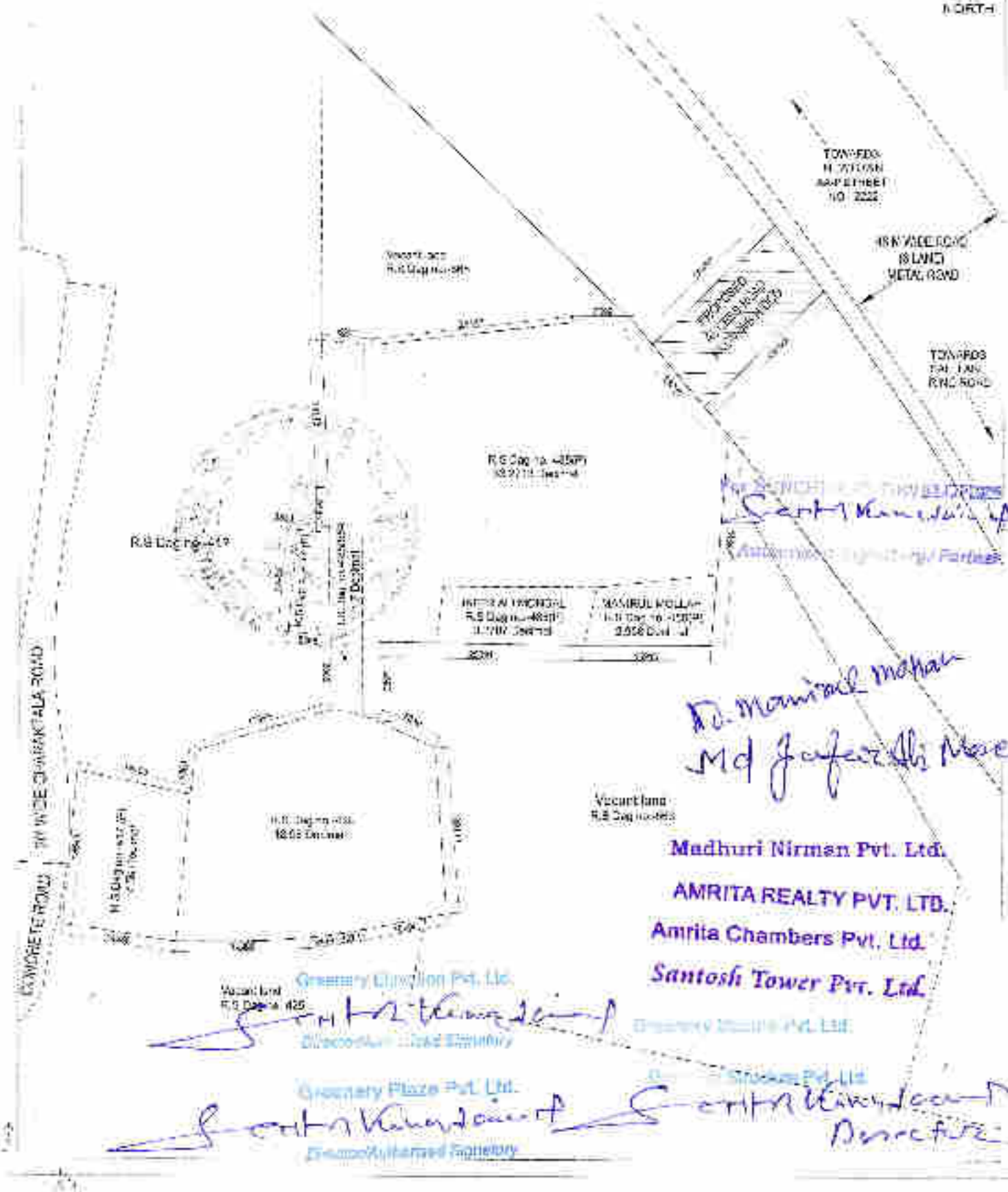
Md Jafar Ali Mondal

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

13 SEP 2021

PROPOSED RESIDENTIAL BUILDING G+XVIII AT MAHISBATHAN DAG NO-417(P), 424, 485(P), 485/564 AT MOUZA, MAHISHBATHAN, JL NO-18, RS NO-203, L.R KHATIAN NO- 1960,1989, 1990, 2005, 212/1, & 1812, 2097,2185,2186,2215,2216,2214,2217 WARD NO-28, POST OFFICE–KRISHNAPUR, P.S-BIDHAN NAGAR ELECTRONIC COMPLEX, DIST 24 PARGANAS (N). KOLKATA-700102.



SPECIMEN FORM FOR TEN FINGER PRINTS

Md. Mamirul Mollah

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Md Jafar Ali mondal

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Sentrakhandeish

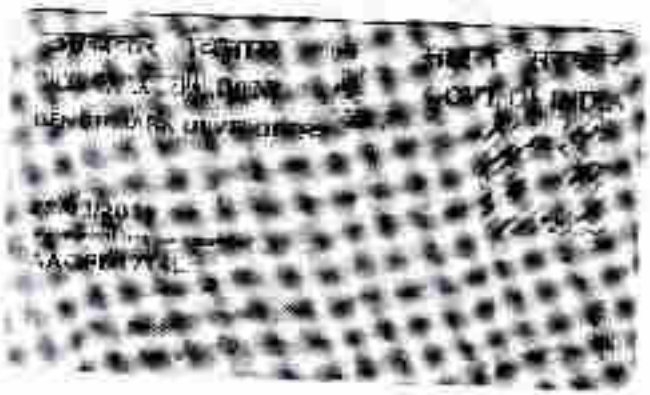
Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

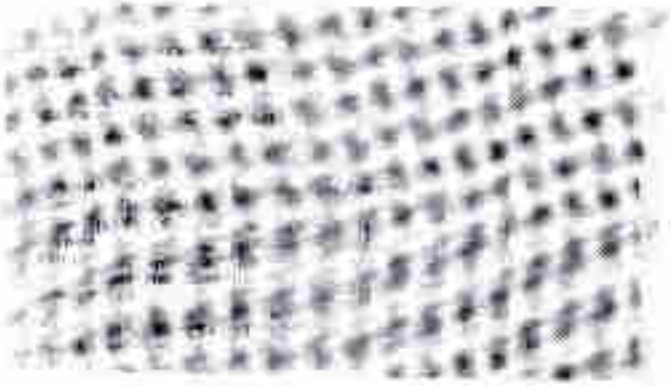
SEAL OF THE ADDL. REGISTRAR OF ASSURANCES-IV, KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

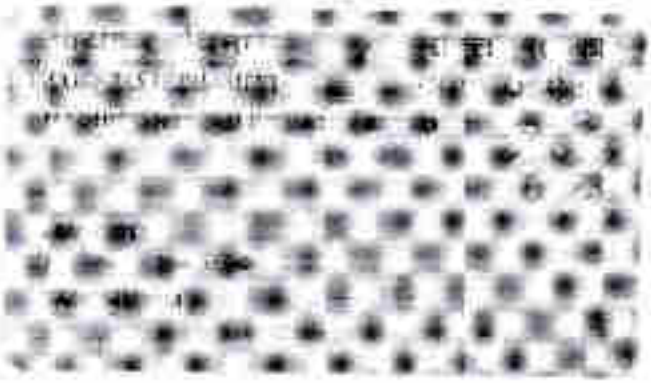
19 FEB 2021

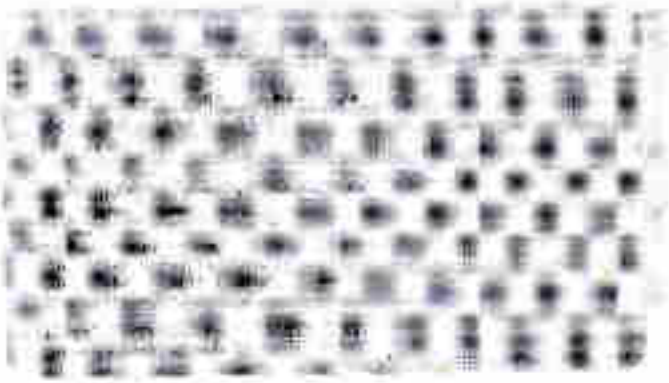
Md Jafar Ali Mondal

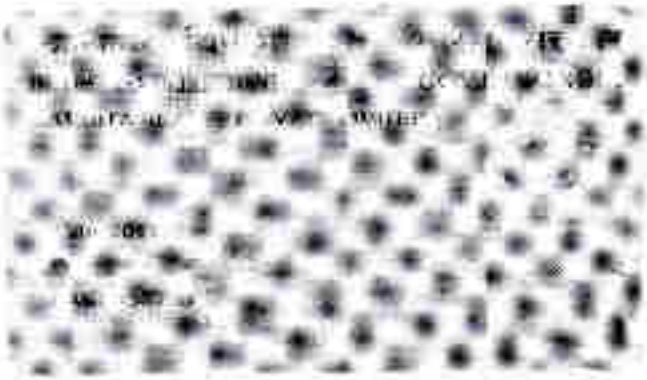


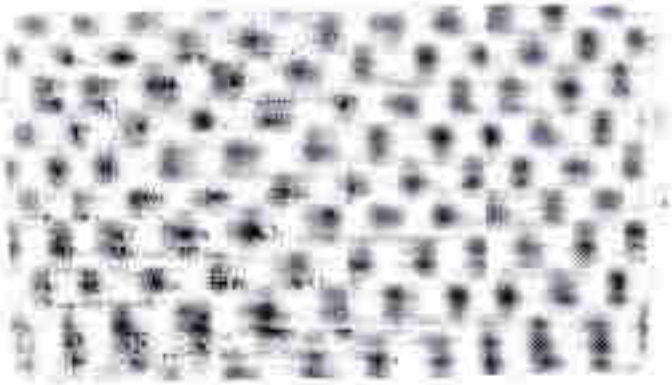


Santosh Kumar Agarwal

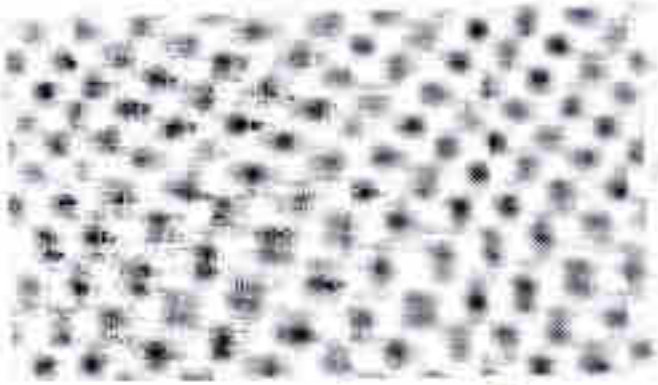




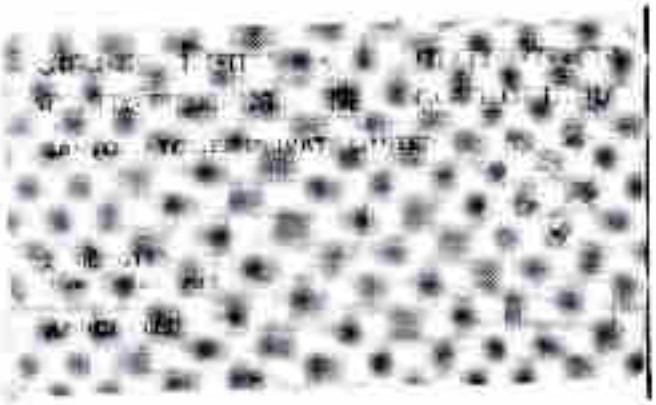




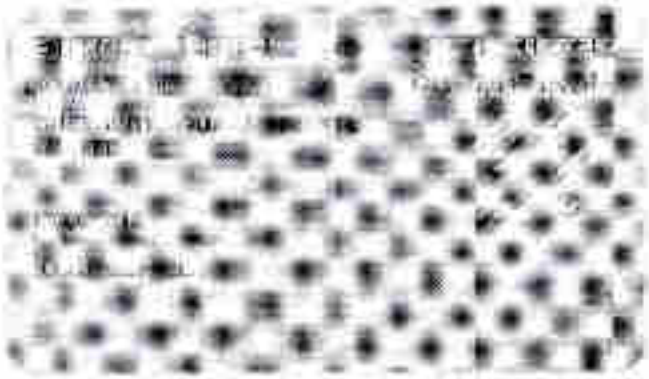
Santos Viana Lopes

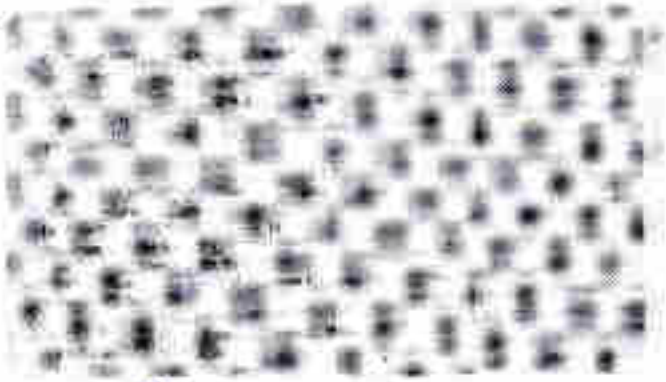


Smita Kumudchand

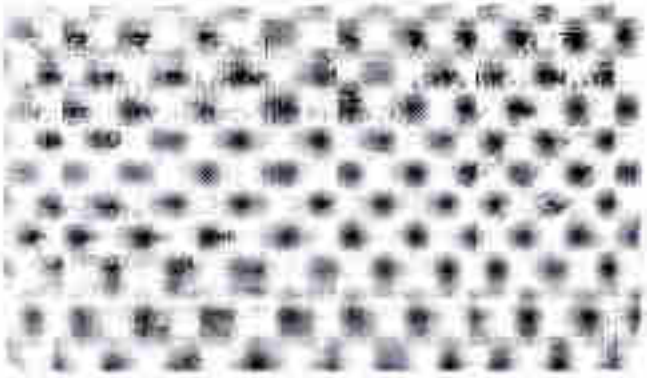


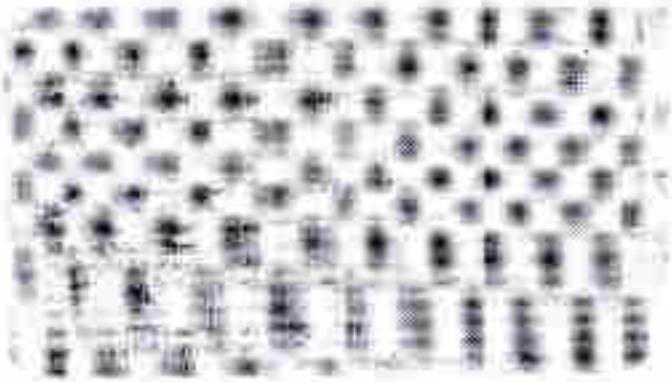
Sanjay Kumar Sharma



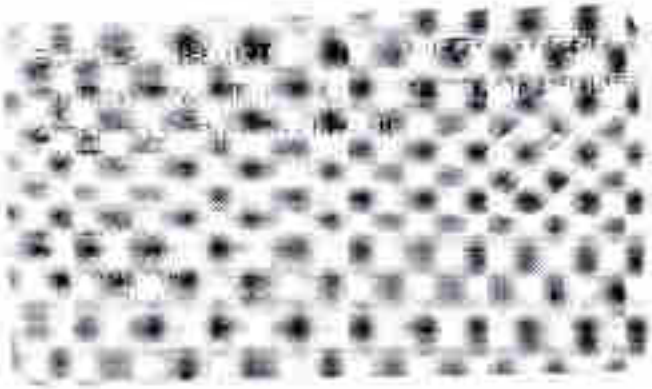


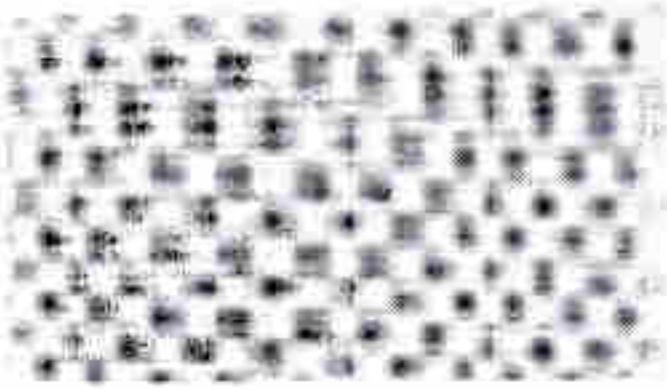
Sonntag Vormittag



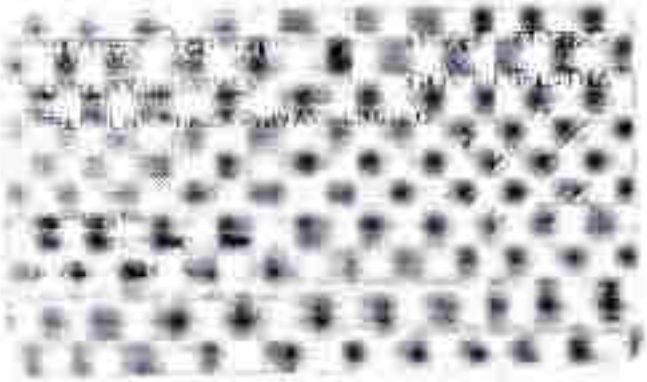


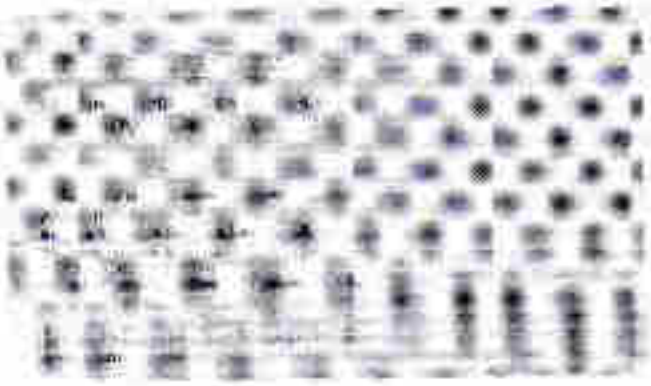
Günter Vunderlich





Santosh Kumar





Santosh Kumar


GOVT. OF INDIA

BAR COUNCIL OF WEST BENGAL

(A body corporate constituted under the Advocate Act, 1961)
2 & 3, Kiran Sankar Ray Road, City Civil Court Building, 7th Fl., Kol-700 001
Phone : 2248-8956, 2248-7233, 2230-5774, Tele Fax : 2248-7233
E-mail : wbbarcouncil@gmail.com
Website : www.wbbarcouncil.org

IDENTITY CARD

NAME : ARUNITA BANERJEE, Advocate

Father's/Husband's Name Kalyan Kumar Banerjee

(KISHORE DATTA)
Chairman Special Committee

Card No. E-4363

Address Recorded on the Roll 13B, Ram Chandra Moitra Lane
Kolkata-700 005

Present Address DO

Enrolment No. WB/ 1215/2012

Dated 10.10.2012 Date of Birth 21.08.1989

Date 12.03.2019

Secretary / Assistant Secretary

আধার

ভারত সরকার

Unique Identification Authority of India

Government of India

নথিভুক্তির নম্বর / Enrollment No.: 1499/11111/26470

To

[illegible]

Bankim Kumar Jaiswal

S/O [illegible]

FINESSO EXOTICA, FLAT-[illegible] BLOCK-C, P.R. CANAL

CHOWLAT ROAD

[illegible]

[illegible]

Kankarbagh [illegible]

West Bengal 700054

9830102611

আপনার আধার সংখ্যা / Your Aadhaar No.:

4978 7590 5631

আমার আধার, আমার পরিচয়

Bankim Kumar Jaiswal

[illegible]

[illegible]

Rajbari, Chowlat [illegible]

[illegible] / DOB: [illegible]

[illegible] MALE

4978 7590 5631

আমার আধার, আমার পরিচয়

Bankim Kumar Jaiswal

ভারত সরকার
Government of India

AADHAAR

তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন প্রমাণীকরণ দ্বারা লাভ করুন।

INFORMATION

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

- আধার সারা দেশে মান্য।
- আধার 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.

আধার

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
Unique Identification Authority of India

ঠিকানা:
S/O [illegible], প্রসাদ
এক্সোটিকা, ফ্ল্যাট-5A, ব্লক 6,
7/1, ক্যানাল সার্কুলার রোড,
কাঁকুড়গাছি, কাঁকুড়গাছি,
কাঁকুড়গাছি, কোলকাতা, পশ্চিম
বঙ্গ, 700054

Address:
S/O [illegible], "PRASAD
EXOTICA", FLAT-5A, BLOCK 6,
7/1, CANAL CIRCULAR ROAD,
Kankurgachi, Kankurgachi,
Kankurgachi, Kolkata, West
Bengal 700054

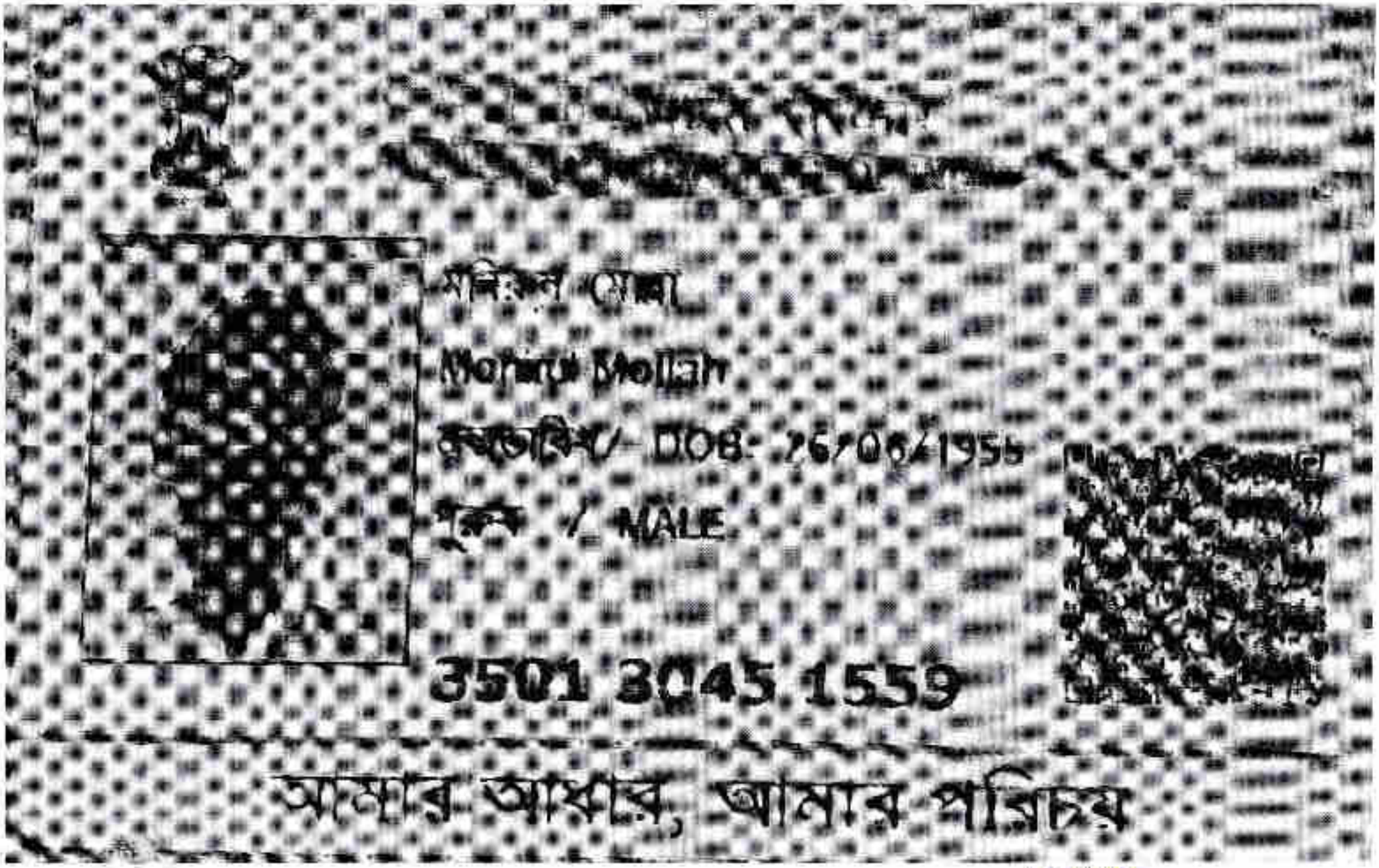
4978 7580 5831

1947

help@uidai.gov.in

www.uidai.gov.in

MD. Monirul Mollah



Md. Monirul Mollah

ঠিকানা:
ফ্ল্যাট 451/সি/3, সল্টলেক, সেক্টর 3, বিধাননগর (এম), উত্তর 24 পরগনা,
পশ্চিম বঙ্গ - 700106

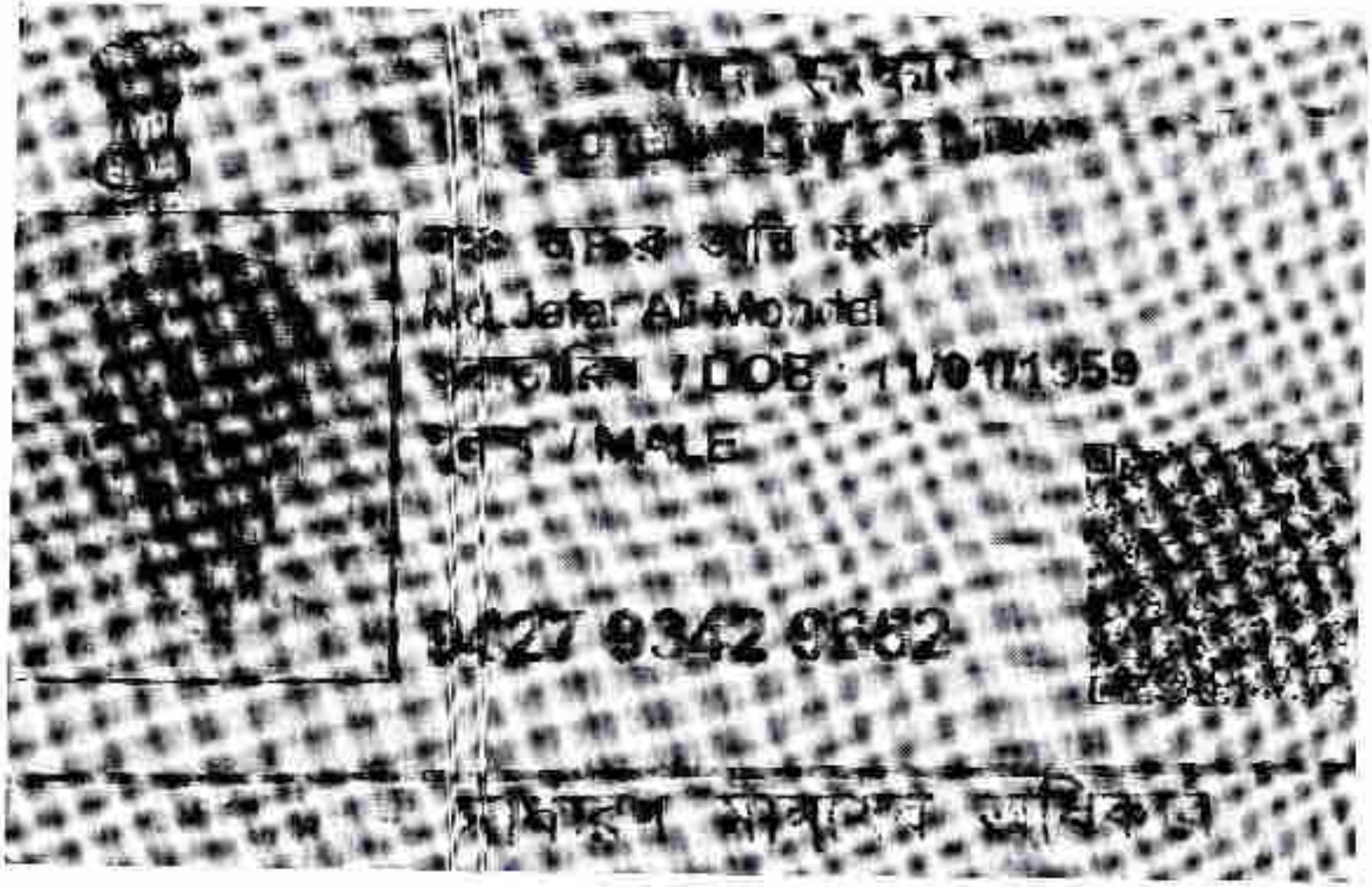
Address
FD-451/C/3, SALTLAKE,
SECTOR 3,
Bidhannagar(M), North 24
Pargarlas,
West Bengal - 700106

1947
1800-180-1947

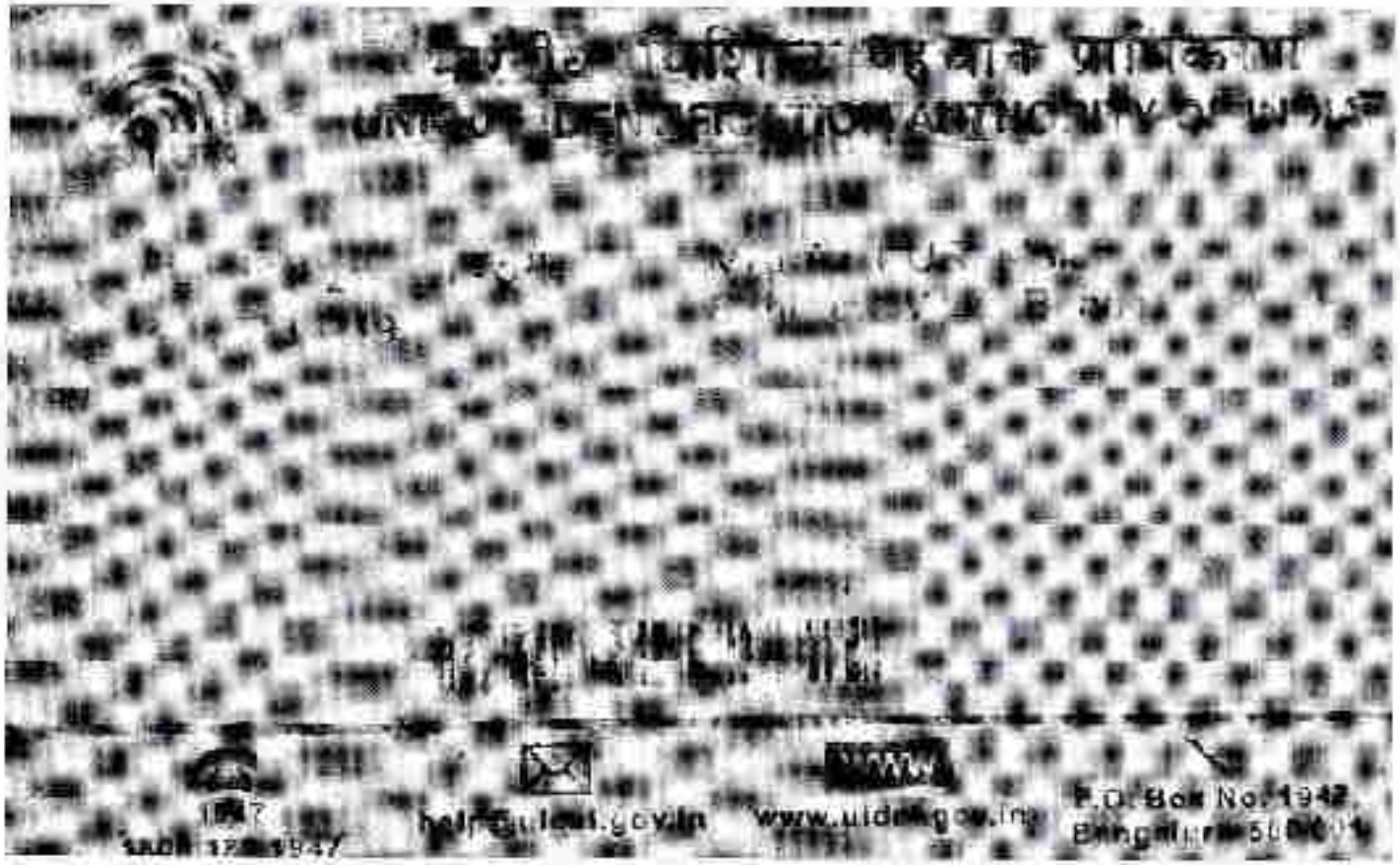
http://uidai.gov.in

www.uidai.gov.in

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



Md Jafar Ali mondal.


UNIQUE IDENTIFICATION AUTHORITY OF INDIA
1947
1800 180 1947
www.uidai.gov.in
P.O. Box No. 1942,

Major Information of the Deed

Deed No :	I-1904-00890/2021	Date of Registration	13/02/2021
Query No / Year	1904-2000299133/2021	Office where deed is registered	
Query Date	09/02/2021 12:56:51 PM	1904-2000299133/2021	
Applicant Name, Address & Other Details	VICTOR MOSES AND CO 6, OLD POST OFFICE STREET,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9830602627, Status :Solicitor firm		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,00,000/-]	
Set Forth value		Market Value	
		Rs. 8,30,36,137/-	
Stamp Duty Paid(SD)		Registration Fee Paid	
Rs. 75,121/- (Article 48(g))		Rs. 2,105/- (Article:E, E, B)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

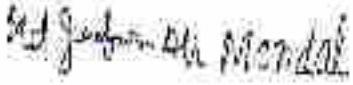
District: North 24-Parganas, P.S.- East Bidhannagar, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Chok Mandir (Krishnapur), Mouza: Mahisbathan, , Ward No: 028 JL No: 18, Pin Code : 700102

Schn No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-417 (RS :-)	LR-2097	Bastu	Bastu	44 Katha 2 Chatak 13.79 Sq Ft		8,30,36,137/-	Property is on Road
	Grand Total :				72.8379Dec	0 /-	830,36,137 /-	

Land Lord Details :

Sl No.	Name,Address,Photo,Finger print and Signature			
1	**BENCHMARK DEVELOPERS** Martin Burn Business Park, Office No 705, 7th Floo, P.O.- Sector V, P.S.- Bidhannagar, District-North 24-Parganas, West Bengal, India, PIN - 700091 , PAN No.: AAxxxxxx4L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative			
2	Name	Photo	Finger Print	Signature
	Mr MONIRUL MOLLAH Son of Mr Sahaalam MOLLAH Executed by: Self, Date of Execution: 13/02/2021 , Admitted by: Self, Date of Admission: 13/02/2021 ,Place : Office	 13/02/2021	 13/02/2021	13/02/2021

FD-451-C/3, Salt Lake City, P.O:- Bidhannagar, P.S:- South Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700106 Sex: Male, By Caste: Muslim, Occupation: Service, Citizen of: India, PAN No.::AIxxxxxx1K, Aadhaar No: 35xxxxxxxx1559, Status :Individual, Executed by: Self, Date of Execution: 13/02/2021
, Admitted by: Self, Date of Admission: 13/02/2021 ,Place : Office

	Name	Photo	Finger Print	Signature
3	**Mr MOHAMMED JAFAR ALI MONDAL** Son of Mr Mohammed Kabil MONDAL Executed by: Self, Date of Execution: 13/02/2021 , Admitted by: Self, Date of Admission: 13/02/2021 ,Place : Office	 13/02/2021	 LTI 13/02/2021	 13/02/2021

42/23, Beciadanga 2nd Lane, P.O:- Kasba, P.S:- Kasba, District:-South 24-Parganas, West Bengal India, PIN - 700039 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: ANxxxxxx01, Aadhaar No: 94xxxxxxxx9552, Status :Individual, Executed by: Self, Date of Execution: 13/02/2021
, Admitted by: Self, Date of Admission: 13/02/2021 ,Place : Office

4	**MADHURI NIRMAN PRIVATE LIMITED** BA-152, Salt Lake Sector-1, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064 , PAN No.:: AAxxxxxx9J,Aadhaar No Not Provided by UIDAI Status :Organization a Confirming Party, Executed by: Representative, Executed by: Representative
5	**AMRITA REALTY PRIVATE LIMITED** BA-152, Salt Lake Sector-1, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064 , PAN No.:: AAxxxxxx4B,Aadhaar No Not Provided by UIDAI, Status :Organization a Confirming Party, Executed by: Representative, Executed by: Representative
6	**AMRITA CHAMBERS PRIVATE LIMITED** BA-152, Salt Lake Sector-1, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064 , PAN No.:: AAxxxxxx0F,Aadhaar No Not Provided by UIDAI, Status :Organization a Confirming Party, Executed by: Representative, Executed by: Representative
7	**SANTOSH TOWER PRIVATE LIMITED** BA-152, Salt Lake, Sector-1, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064 , PAN No.:: AAxxxxxx5C,Aadhaar No Not Provided by UIDAI, Status :Organization a Confirming Party, Executed by: Representative, Executed by: Representative
8	**GREENERY SQUARE PRIVATE LIMITED** BA-152, Salt Lake, Sector-1, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064 , PAN No.:: AAxxxxxx5C,Aadhaar No Not Provided by UIDAI, Status :Organization a Confirming Party, Executed by: Representative, Executed by: Representative
9	**GREENERY STRUCTURE PRIVATE LIMITED** BA-152, Salt Lake, Sector-1, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064 , PAN No.:: AAxxxxxx6B,Aadhaar No Not Provided by UIDAI, Status :Organization a Confirming Party, Executed by: Representative, Executed by: Representative
10	**GREENERY ELEVATION PRIVATE LIMITED** BA-152, Salt Lake, Sector-1, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064 , PAN No.:: AAxxxxxx6R,Aadhaar Not Provided by UIDAI, Status :Organization a Confirming Party, Executed by: Representative, Executed by: Representative
11	**GREENERY PLAZA PRIVATE LIMITED** BA-152, Salt Lake, Sector-1, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064 , PAN No.:: AAxxxxxx7A,Aadhaar Not Provided by UIDAI, Status :Organization a Confirming Party, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**BENCHMARK DEVELOPERS** Martin Burn Business Park, Office No.705, 7th Floo, P.O:- Sector V, P.S:- Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700091 , PAN No.:: AAxxxxxx4L Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	**Name**	**Photo**	**Finger Print**	**Signature**
	Mr SANTOSH KUMAR JAISWAL (Presentant) Son of Mr JAISWAL Date of Execution - 13/02/2021, , Admitted by: Self, Date of Admission: 13/02/2021, Place of Admission of Execution: Office	 Feb 13 2021 2:06PM	 LTI 13/02/2021	13/02/2021
	Prasad Exotica, Block VI, Flat No.6A, 71/3 Canal Circular Road, P.O:- Phoolbagan, P.S:- Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN - 700054, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx7N, Aadhaar No: 49xxxxxxxx5631 Status Representative, Representative of : BENCHMARK DEVELOPERS (as PARTNER)			
2	**Name**	**Photo**	**Finger Print**	**Signature**
	Mr SANTOSH KUMAR JAISWAL Son of Mr Chhotelal JAISWAL Date of Execution - 13/02/2021, , Admitted by: Self, Date of Admission: 13/02/2021, Place of Admission of Execution: Office	 Feb 13 2021 2:08PM	 LTI 13/02/2021	13/02/2021
	Prasad Exotica, Block VI, Flat No.6A, 71/3, Canal Circular Road, P.O:- Phoolbagan, P.S:- Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN - 700054, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx7N, Aadhaar No: 49xxxxxxxx5631 Status Representative, Representative of : MADHURI NIRMAN PRIVATE LIMITED , AMRITA REALTY PRIVATE LIMITED , AMRITA CHAMBERS PRIVATE LIMITED , SANTOSH TOWER PRIVATE LIMITED , GREENERY SQUARE PRIVATE LIMITED , GREENERY STRUCTURE PRIVATE LIMITED , GREENERY ELEVATION PRIVATE LIMITED , GREENERY PLAZA PRIVATE LIMITED			
3	**Name**	**Photo**	**Finger Print**	**Signature**
	Mr SANTOSH KUMAR JAISWAL Son of Mr Chhotelal JAISWAL Date of Execution - 13/02/2021, , Admitted by: Self, Date of Admission: 13/02/2021, Place of Admission of Execution: Office	 Feb 13 2021 2:05PM	 LTI 13/02/2021	13/02/2021

Prasad Exotica, Block VI, Flat No.5A, 71/3, Canal Circular Road,, P.O:- Phoolbagan, P.S:- Phool Baga
District -South 24-Parganas, West Bengal, India, PIN - 700054, Sex: Male, By Caste: Hindu,
Occupation: Business, Citizen of: India, , PAN No::: ACxxxxxx7N, Aadhaar No: 49xxxxxxxx5631 Status
Representative, Representative of : BENCHMARK DEVELOPERS (as PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
ARUNITA BANERJEE Daughter of Kalyan Kumar Banerjee, High Court, Calcutta, P.O:- G P O, P.S:- Hare Street, Kolkata, District:-Kolkata West Bengal, India, PIN - 700001			Arunita Banerjee
	13/02/2021	13/02/2021	13/02/2021

Identifier Of Mr SANTOSH KUMAR JAISWAL, Mr MONIRUL MOLLAH, Mr MOHAMMED JAFAR ALI MONDAL, Mr SANTOSH KUMAR JAISWAL, Mr SANTOSH KUMAR JAISWAL

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	BENCHMARK DEVELOPERS	BENCHMARK DEVELOPERS-24.2793 Dec
2	Mr MONIRUL MOLLAH	BENCHMARK DEVELOPERS-24.2793 Dec
3	Mr MOHAMMED JAFAR ALI MONDAL	BENCHMARK DEVELOPERS-24.2793 Dec

Land Details as per Land Record

District: North 24-Parganas, P.S.- East Bidhannagar, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Chok Mandir (Krishnapur), Mouza: Mahisbathan, , Ward No: 028 ,JL No: 18, Pin Code : 700102

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 417, LR Khatian No:- 2097	Owner: [illegible], Guardian: [illegible], Address: [illegible], Classification: [illegible], Area:0.01000000 Acre,	BENCHMARK DEVELOPERS

Endorsement For Deed Number : I - 190400890 / 2021

On 13-02-2021

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 : 4 (g) of Indian Stamp Act 1899.

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

Presented for registration at 13:58 hrs on 13-02-2021, at the Office of the A.R.A. - IV KOLKATA by Mr SANTOSH KUMAR JAISWAL ,,

Certificate of Market Value(WB PUV rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 8,30,25,137/-

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

Execution is admitted on 13/02/2021 by 1. Mr MONIRUL MOLLAH, Son of Mr Sahaalam MOLLAH, FD-451-C/3, Salt Lake City, P.O: Bidhannagar, Thana: South Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700106, by caste Muslim, by Profession Service, 2. Mr MOHAMMED JAFAR ALI MONDAL, Son of Mr Mohammed Kabil MONDAL , 42/23, Bediadanga 2nd Lane, P.O: Kasba, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Hindu, by Profession Service

Indetified by ARUNITA BANERJEE, , Daughter of Kalyan Kumar Banerjee, High Court, Calcutta, P.O: G P O, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 13-02-2021 by Mr SANTOSH KUMAR JAISWAL, DIRECTOR, MADHURI NIRMAN PRIVATE LIMITED, BA-152, Salt Lake, Sector-1, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064, DIRECTOR, AMRITA REALTY PRIVATE LIMITED, BA-152, Salt Lake, Sector-1, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064 DIRECTOR, AMRITA CHAMBERS PRIVATE LIMITED, BA-152, Salt Lake, Sector-1,, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064, DIRECTOR, SANTOSH TOWER PRIVATE LIMITED, BA-152, Salt Lake, Sector-1, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064, DIRECTOR, GREENERY SQUARE PRIVATE LIMITED, BA-152, Salt Lake, Sector-1, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064, DIRECTOR, GREENERY STRUCTURE PRIVATE LIMITED, BA-152, Salt Lake, Sector-1, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064, DIRECTOR, GREENERY ELEVATION PRIVATE LIMITED, BA-152, Salt Lake, Sector-1, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064, DIRECTOR, GREENERY PLAZA PRIVATE LIMITED, BA-152, Salt Lake, Sector-1, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064

Indetified by ARUNITA BANERJEE, , Daughter of Kalyan Kumar Banerjee, High Court, Calcutta, P.O: G P O, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 13-02-2021 by Mr SANTOSH KUMAR JAISWAL, PARTNER, BENCHMARK DEVELOPERS, Martin Burn Business Park, Office No.705, 7th Floo, P.O:- Sector V, P.S:- Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700091

Indetified by ARUNITA BANERJEE, , Daughter of Kalyan Kumar Banerjee, High Court, Calcutta, P.O: G P O, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 13-02-2021 by Mr SANTOSH KUMAR JAISWAL, PARTNER, BENCHMARK DEVELOPERS, Martin Burn Business Park, Office No.705, 7th Floo, P.O - Sector V, P.S:- Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700091

Indetified by ARUNITA BANERJEE, , Daughter of Kalyan Kumar Banerjee, High Court, Calcutta, P.O: G P O, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,105/- (B = Rs 2,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 84/- by online = Rs 2,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 13/02/2021 12:28PM with Govt. Ref. No: 192020210226737571 on 13-02-2021, Amount Rs: 2,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1388854144 on 13-02-2021, 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 86591, Amount: Rs.100/-, Date of Purchase: 06/01/2014, Vendor name: P Chatterjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 13/02/2021 12:28PM with Govt. Ref. No: 192020210226737571 on 13-02-2021, Amount Rs: 75,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1388854144 on 13-02-2021, Head of Account 0030-02-103-003-02

Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2021, Page from 57641 to 57738

being No 190400890 for the year 2021.

Seal of the Additional Registrar of Assurances-IV, Kolkata

Digitally signed by MOHUL MUKHOPADHYAY
Date: 2021.02.22 17:44:38 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2021/02/22 05:44:38 PM

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - IV KOLKATA

West Bengal.

(This document is digitally signed.)

##
DATED THIS 12th DAY OF February 2021
##

BETWEEN

BENCHMARK DEVELOPERS & ORS.
... OWNERS

AND

MADHURI NIRMAN PRIVATE LIMITED & ORS.
... CONFIRMING PARTIES

AND

BENCHMARK DEVELOPERS
... PROMOTER

DEVELOPMENT AGREEMENT

VICTOR MOSES & CO.
SOLICITORS & ADVOCATES
6, OLD POST OFFICE STREET
KOLKATA – 700 001.