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AC 042609

NO. 1570909/2019.

7 NOV 2019

**DEVELOPMENT AGREEMENT**

**THIS AGREEMENT** is made on this the 07<sup>th</sup> day of November, 2019

**BETWEEN**

**(1) SYNDICATE PLAZA PRIVATE LIMITED**, (CIN: U45400WB2008PTC124824 and Income-tax PAN: AALCS8283M) a company incorporated under the provisions of the Companies Act, 1956 and now governed by the provisions of the Companies Act, 2013 having its registered office presently at 32 Ezra Street, 6<sup>th</sup> Floor, Room No. 664, P.O. Kolkata GPO, P.S. Hare Street, Kolkata 700001, represented by its Director and authorised signatory Shri **Anand Todi**, (Income Tax PAN: ABSPT2026Q), son of Shri Sanwar Mal Todi, a citizen of India, by faith Hindu, by

**SYNDICATE PLAZA (P) LTD.**

*[Signature]*  
Director

For **CHITRAKSHA CONSTRUCTION PVT. LTD.**

*[Signature]*  
Director

**INDRANUJ BUILDERS PVT. LTD.**

*[Signature]*  
Director

For **SALTEE INFRASTRUCTURE LIMITED**

*[Signature]*  
Director

*[Handwritten mark]*

30 MAY 2019

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*150/1/2019*



Place- Ghataswar A. D. S. R. Office  
Dist- South 24 Parganas  
Mahabub Hasan Pail

INDIA NON JUDICIAL



ADDITIONAL REGISTRAR  
OF ASSURANCES-1, KOLKATA  
- 7 NOV 2019

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occupation Service, residing at AE-79, Sector I, Salt Lake City, Kolkata 700064, P.O. Bidhannagar CC Block, P.S. North Bidhannagar, duly authorised by the Board of Directors of the Company vide its resolution dated 27/09/2019, **(2) CHITRAKSHA CONSTRUCTION PRIVATE LIMITED**, (CIN: U45400WB2014PTC201344 and Income-tax PAN: <sup>(AAFCCL6444G)</sup> AADCC6444G), a company incorporated under the provisions of the Companies Act, 2013 having its registered office at 1/G, Khudiram Bose Sarani (formerly Mall Road), P.O. Mall Road, P.S. Dum Dum, Kolkata – 700080, represented by its Director and authorised signatory Shri **Sankar Ghatak** (Income Tax PAN: CQLPG6974Q), son of Shri Manmatha Nath Ghatak, a citizen of India, by faith Hindu, by occupation Service, residing at BD 55, Sector I, Salt Lake City, Kolkata 700064, P.O. Bidhannagar CC Block, P.S. North Bidhannagar duly authorised by the Board of Directors of the Company vide its resolution dated 27/09/2019 **and (3) INDRANUJ BUILDERS PRIVATE LIMITED**, (CIN: U70109WB2016PTC217979 and Income-tax PAN: <sup>(AAECI2831C)</sup> AAECU2831C), a company incorporated under the provisions of the Companies Act, 2013 having its registered office at 1/G, Khudiram Bose Sarani (formerly Mall Road), P.O. Mall Road, P.S. Dum Dum, Kolkata – 700080, represented by its Director and authorised signatory Shri **Srikrishna Mitra** (Income Tax PAN: ATEPM5441N), son of Shri Nabadwip Mitra a citizen of India, by faith Hindu, by occupation Service, residing at 101/73/378 NS Sarani, Halishahar, North 24 Paraganas 743134, P.O. Pukur Par, P.S. Halishahar, duly authorised by the Board of Directors of the Company vide its resolution dated 27/09/2019, hereinafter collectively 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 their and each of their respective successor or successors-in-interest and assigns) of the **ONE PART**

**AND**

**SALTEE INFRASTRUCTURE LIMITED**, (CIN: U70101WB1995PLC072515 and Income-tax PAN: AAEC54854R), a company incorporated under the provisions of the Companies Act 1956 and having its registered office at AE-40, Sector-I, Salt Lake City, P.O. Bidhannagar CC Block, P.S. North Bidhannagar, Kolkata - 700064, represented by its Director and authorised signatory Shri **Surya Prakash Bagla**, (Income Tax PAN: AEBPB4558F), son of Late Shri Sreegopal Bagla, by faith Hindu,

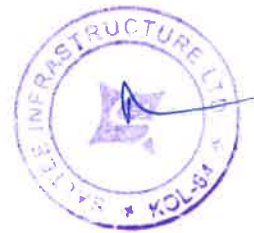




by occupation Business, Citizen of India, residing at CD-60, Sector-I, Salt Lake City, Kolkata - 700064, P.O. Bidhannagar CC Block, P.S. North Bidhannagar, hereinafter referred to as the '**DEVELOPER**' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the **OTHER PART**:

**WHEREAS:**

- A. In this Agreement wherever the context so permits the said Syndicate Plaza Private Limited is referred to as the **Owner No.1**, the said Chitraksha Construction Private Limited is referred to as the **Owner No.2** and the said Indranuj Builders Private Limited is referred to as the **Owner No.3** and all them are collectively referred to as **the Owners**.
- B. In this Agreement wherever the context so permits the Owners and the Developer are collectively referred to as the '**Parties**' and individually as a '**Party**'.
- C. Syndicate Plaza Private Limited, the Owner No.1, Chitraksha Construction Private Limited, the Owner No.2, and Indranuj Builders Private Limited, the Owner No.3, are jointly seised and possessed of and/or otherwise well and sufficiently entitled to as absolute owners of All That 89.84%, 6.69% and 3.47% respectively of the undivided indivisible impartible share or interest aggregating to 100% in All That the piece and parcel of land admeasuring 1,526.76 Square Meters equivalent to 1 Bigha 2 Cottahs 13 Chittacks and 9 Square Feet more or less situate lying at and being the municipal premises No. 56A, Syed Amir Ali Avenue, Kolkata - 700017, (morefully and particularly described in the **First Schedule** hereunder written and hereinafter referred to as the "**Said Premises**").
- D. Representations made by the Owners herein regarding devolution of their title to the Said Premises and other matters related thereto are stated in the **Second Schedule** hereunder written.



- E. Saltee Infrastructure Limited, the Developer herein, was originally appointed by an Agreement dated 27<sup>th</sup> November, 2013 as contractor for construction and completion of a new building at the Said Premises in accordance with the plan sanctioned by the Kolkata Municipal Corporation with such modifications and/or alterations as may be necessary and/or required from time to time.
- F. Since then in supersession of the said earlier agreement for construction, the Owners and the Developer have mutually agreed that the Developer shall develop the Said Premises by causing to be constructed erected and completed thereat a multistoried building for residential cum commercial use for mutual benefit and on the terms and conditions hereinafter contained.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** and it is hereby agreed, recorded and declared by and between the parties hereto as follows: -

#### **ARTICLE - 1 : DEFINITIONS**

1.1 In this Agreement unless the context or meaning otherwise requires, the following words and expressions as used herein shall have the meanings assigned to them as under:

- (i) **Architect:** shall mean Mr. Mitul Shukla of M/s Mass & Void (Architects) having its office presently at 'Ektaa Hibiscus', 4B, 4<sup>th</sup> Floor, 56 Christopher Road, Kolkata - 700046 or such other architect or architects, who may be appointed by the Developer for the Project from time to time.
- (ii) **Building/ New Building:** shall mean the new building to be constructed at the Said Premises in accordance with the plan sanctioned by the Kolkata Municipal Corporation.
- (iii) **Consents:** shall mean the planning permission and all other consents, licenses, permissions and approvals (whether statutory or



otherwise) necessary or desirable for the carrying out, completion use and occupation of the development.

- (iv) **Development Agreement:** shall mean this Agreement.
- (v) **Developer:** shall mean the said **Saltee Infrastructure Limited** and shall mean and include its successor and/or successors in interest and assigns.
- (vi) **Developer's Share:** shall mean 60% (Sixty percent) of the Sales Revenue realised consequent to sale and/or transfer of flats, apartments, units, showrooms, car parking spaces and other areas benefits in and/or appurtenant to the New Building to be constructed at the Said Premises in terms of the agreements for sale that may be entered into between the Owners, Developer and the buyers of such flats, apartments, units, showrooms, car parking spaces and other areas (excluding, however, the Goods and Service Tax and other statutory realization) and subject to what is hereinafter stated.
- (vii) **Owners:** shall mean the said Syndicate Plaza Private Limited, Chitraksha Construction Private Limited and Indranuj Builders Private Limited and shall include their and each of their respective successor or successors-in-interest and assigns
- (viii) **Owner No. 1:** shall mean the said Syndicate Plaza Private Limited and shall mean and include its successor and/or successors in interest and assigns
- (ix) **Owner No. 2:** shall mean the said Chitraksha Construction Private Limited and shall include its successor and/or successors in interest and assigns
- (x) **Owner No. 3:** shall mean the said Indranuj Builders Private Limited and shall include its successor and/or successors in interest and assigns



- (xi) **Owners' Share:** shall mean 40% (Forty percent) of the Sales Revenue realised consequent to sale and/or transfer of flats, apartments, units, showrooms, car parking spaces and other areas benefits in and/or appurtenant to the New Building to be constructed at the Said Premises in terms of the agreements for sale that may be entered into between the Owners, Developer and the buyers of such flats, apartments, units, showrooms, car parking spaces and other areas (excluding, however, the Goods and Service Tax and other statutory realization) and subject to what is hereinafter stated.
- (xii) **Plans:** shall mean the plan as be sanctioned by the authorities concerned and shall include any modifications and/or alterations thereto as may be made from time to time and sanctioned by the authorities concerned.
- (xiii) **Professional Team:** shall mean the Architects, Structural Engineers, Quantity Surveyors, Mechanical and/or Electrical Engineers, Surveyors and/or such other professional engaged and/or contracted by the Developer from time to time
- (xiv) **Proportionate/ Proportionately:** shall mean the proportion in which the built up area of any unit may bear to the total built-up area of all the units in the Building PROVIDED THAT where it refers to the share of any rates and/or taxes amongst the common expenses, then such share on the whole shall be determined on the basis of which such rates and/or taxes are being levied (i.e. in case the basis of any levy be area, rental income or user, then the same shall be shared on the basis of the area, rental income or user of the respective units by the co-owners respectively).
- (xv) **Said Premises:** shall mean the municipal premises No. 56A, Syed Amir Ali Avenue, Kolkata - 700017 containing by admeasurements 1,526.76 Square Meter equivalent to 1 Bigha 2 Cottahs 13 Chittacks



and 9 Square Feet more or less (morefully and particularly described in the **First Schedule** hereunder written).

- (xvi) **Sales Revenue:** shall mean the basic sale price (including Floor Escalation Charges, if any) receivable or received consequent to sale and/or transfer of flats, apartments, units, showrooms, car parking spaces and other areas benefits in and/or appurtenant to the New Building to be constructed at the Said Premises in terms of the agreements for sale that may be entered into between the Owners, Developer and the buyers of such flats, apartments, units, showrooms, car parking spaces and other areas (excluding, however, the Goods and Service Tax and other statutory realization) and subject to what is hereinafter stated.
- (xvii) **Unit:** shall mean each flat/ apartment/ showroom (mercantile-retail) and/or unit and/or other constructed area or called by any other name in the Building being constructed at the Said Premises, and the expression "**units**" shall be construed accordingly.
- (xviii) **Unavoidable Delays or Force Majeure:** shall mean delays or obstruction or interference whatsoever in the working after the execution of this Agreement which may reasonably be expected to have an adverse effect on the Developer's rights and duties to perform Developer's obligations under this contract if such cause is beyond the reasonable control of the Developer. Force Majeure or Unavoidable Delays may include delay, obstruction or interference caused by:
- (a) Fire or explosion;
  - (b) Earthquake, storm, lightning causing damage to the New Building or such other unforeseen natural calamities;
  - (c) Accumulation of rain water or unforeseen weather condition;





- (d) Flood or Flooding in the area surrounding the Said Premises and providing access thereto or other such unforeseen weather condition;
- (e) Developer's lockout and strike;
- (f) Riots, civil commotion and disturbances, insurgency, enemy action or war;
- (g) Temporary or permanent interruption in the supply or utilities serving the project;
- (h) Injunctions and/or orders of any government, civic body, Municipal Corporation and other authorities restraining the construction of the New Building at the Said Premises.

## ARTICLE - 2 : INTERPRETATIONS

2.1 In this Agreement:

2.1.1 **Covenants** - where any part to this Agreement for the time being comprises of two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising the party jointly and severally

A covenant expressed to be made with more than one party is a covenant made separately with each of those parties.

2.1.2 **Gender and number** - Words importing one gender include all other genders, words importing the singular includes the plural and vice versa.

2.1.3 **Headings** - The clause, paragraphs and schedules headings appearing in this Agreement are for reference only and are not to be taken into account in its construction or interpretation.

2.1.4 **Reference to statutes** - unless expressly stated to the contrary any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under that statute and any general reference



to a statute includes any regulations or orders made under that statute.

2.1.5 **Interpretation of this 'Development Agreement'** – where the context so allows, the expression this 'Development Agreement' includes any documents supplemental to or collateral with this document or entered into in accordance with this document.

2.1.6 **Reference to clauses and schedules** - any reference in this document to a clause, sub-clause, paragraph, sub paragraphs or Schedules without further designation is to be construed as a reference to the clause, sub clause, paragraph, sub Paragraphs or Schedules to this document so numbered.

### **ARTICLE - 3 : REPRESENTATIONS AND WARRANTIES**

3.1 At or before the execution of this Agreement the Owners and each one of them have assured and represented to the Developer as follows:

- (a) That the Owners are the absolute owners of the Said Premises;
- (b) That the Said Premises is free from all encumbrances, charges, liens, lispdens, attachments, trusts whatsoever or howsoever;
- (c) That the Owners are legally competent to enter into this agreement and that there is no legal bar or impediment in the Owners entering into this agreement;
- (d) That neither the Owners hold nor did its predecessors in title ever held any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act 1976 and that the Competent Authority under the said Act has already issued a 'No Objection Certificate' in respect of the Said Premises in terms of Rule 4(4) of the Kolkata Municipal Corporation Building Rules 1990 vide its Memo No. 100/XVI-3390/2012-UL dated 25/07/2012;
- (e) That no part or portion of the Said Premises is subject to any notice or acquisition and/or requisition.



- 3.2 Relying on the above representations and warranties of the Owners and believing the same to be true and on the faith thereof the Developer has agreed to enter into this agreement and to undertake development of the Said Premises.
- 3.3 The Developer has represented to the Owners that it is fully equipped and competent to undertake the development of the Said Premises as envisaged hereunder and have sufficient resources like finance and manpower etc. to complete the new building within the stipulated time frame as per approved plans, and relying on the said representation and believing the same to be true and acting on the faith thereof, the Owners have agreed to enter into this Agreement.

#### **ARTICLE - 4 : COMMENCEMENT AND DURATION**

- 4.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of execution hereof.
- 4.2 Unless otherwise provided, this Agreement shall remain valid and subsisting till such time development of the Said Premises is completed in all respects in terms of this Agreement by construction of new building at the Said Premises and possession of all the units/ flats and other areas are made over to the buyers thereof and the respective deeds of transfer are duly made and registered in favour of the purchasers and management and affairs of the new building is handed over either to the Maintenance Company formed for the said purpose or to the Association of purchasers of flats, apartments, units, showrooms and other areas in the building constructed at the Said Premises.

#### **ARTICLE - 5 : TITLE**

- 5.1 The Owners at or before execution of this Agreement have made the disclosures as recorded in the Second Schedule hereto regarding devolution of their title to the Said Premises and other matters related thereto; in the



event of there being any defect in title, it shall be the obligation and responsibility of the Owners to cure and/or remedy such defects in title at their own cost and in the event of there being any claim from any person in respect of the Said Premises or any portion thereof then and in that event the same shall be on account of the Owners and/or the Owners shall be responsible and/or liable for the same and have agreed to keep the Developer and its officers saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings including litigation costs.

### ARTICLE - 6 : DEVELOPMENT RIGHTS

6.1 In consideration of the mutual covenants herein contained and on the part of the parties hereto to be paid performed and observed, the Owners do and each of them doth hereby irrevocably permit and grant exclusive right to the Developer to develop the Said Premises by constructing new building thereat in accordance with the plan as sanctioned by the Kolkata Municipal Corporation with or without any amendment and/or modification thereto from time to time including modification of the building plan to avail incremental Floor Area Ratio allowable for construction of the proposed green building at the Said Premises caused to be made by the Developer and in this regard the Developer is hereby authorized and shall be entitled as well as be obliged, if required, and subject to the terms and conditions herein contained, to:

- (a) apply for and obtain all consents approvals and/or permissions as may be necessary and/or required for undertaking development of the Said Premises;
- (b) take such steps as are necessary to divert all pipes, cables or other conducting media in, under or above the Said Premises or any adjoining or neighbouring property and which need to be diverted as a result of the Development;





- (c) install all electricity, water, telecommunications, surface and foul water drainage connections to the Said Premises;
- (d) serve such notices and enter into such agreements with statutory undertakers or other companies/ authorities as may be necessary to install the services;
- (e) give all necessary or usual notices under any statute affecting the demolition and clearance of the Said Premises and to give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the Said Premises and pay all costs, fees and outgoings incidental to or consequential on, any such notice and indemnify and keep indemnified the Owners and their respective directors and officials from and against all costs charges claims actions suits and proceedings;
- (f) remain responsible for any accident and/or mishap taking place while undertaking construction and completion of the new building at the Said Premises (hereinafter in short referred to as the **New Building**) in accordance with the said Plan or any fresh plan which may be sanctioned by authorities concerned and has agreed to keep the Owners saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings;
- (g) comply and/or procure compliance with, all conditions attaching to the building permission and any other permissions which may be granted during the course of development;
- (h) comply or procure compliance with, all statutes and any enforceable codes of practice of the KMC and other concerned authorities affecting the Said Premises or the development
- (i) make proper provision for security of the Said Premises during the course of development
- (j) not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the Said Premises or any part or portion thereof



- (k) take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the Said Premises;
- (l) not expose the Owners as well as their directors and officers to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architects, Engineer and other agents as may be necessary and/or required for the purpose of construction erection and completion of the said New Building;
- (m) incur all costs charges and expenses for the purpose of constructing erecting and completing the New Building in accordance with the Plan.
- (n) to remain solely liable and/or responsible for all acts deeds matters and things for undertaking construction of the said New Building in accordance with the Plan and to pay perform and observe all the terms conditions covenants and obligations on the part of the Developer to be paid performed and observed.

#### **ARTICLE - 7 : APPROVED PLANNING**

- 7.1 The Kolkata Municipal Corporation has already granted sanction of a plan vide Building Permit No. 2017080055 dated 20/09/2017 for construction of a new building at the Said Premises consisting of basement, ground and twelve upper floors at the Said Premises for residential cum retail use and having various flats units apartments showrooms car parking spaces etc. capable of being held and/or enjoyed independently of each other.
- 7.2 Since then an application has been submitted before the Kolkata Municipal Corporation on 30<sup>th</sup> May, 2019 for sanction of additional two floors to the presently sanctioned building plan mentioned above to avail incremental additional Floor Area Ratio allowable for the construction of proposed green building under Rule 69A of the Kolkata Municipal Corporation Building Rules



2009; said plan, however, shall be subject to such modifications or alterations as may be required or be necessary in accordance with the rules and regulations of the Kolkata Municipal Corporation and/or other concerned authorities including the Directorate of West Bengal Fire Service, Police Authorities, etc.

- 7.3 For the purpose of undertaking development of the Said Premises, the Developer shall be entitled to apply for and shall obtain all approvals, permissions, licenses, permits, sanctions, consents and no-objections certificates and such other orders as may be required from the municipal and other government departments and authorities for sanction of the Building Plan and alterations / revision / modifications/ revalidation thereof and the Owners and each one of them hereby agrees and undertakes to sign and execute all maps plans papers deeds documents and instruments as may be necessary and/or required from time to time.
- 7.4 The Developer shall be entitled to and the Owners and each one of them give their consent to the Developer for modifying and/or altering the sanctioned Building Plan from time to time as may be necessary and/or as may be required by the authorities concerned and shall also be entitled to alter and/or modify the said plan for the purpose of maximizing returns by way of sale and transfer of the various flats units apartments constructed spaces and car parking spaces to form part of the said New Building to be constructed at the Said Premises.
- 7.5 The Developer shall on behalf of and in the name of the Owners from time to time and at any time hereinafter submit the building plans, applications, forms, petitions, writings and other papers, to the appropriate authority for sanction and/or other matters as may or shall be required for development of the Said Premises and shall also make due follow-up to get sanction and/or approval thereof within a reasonable period.
- 7.6 For the purposes connected with the preparation of building plan and/or any modification, alteration, submission and approvals thereof, the Owners



shall render all co-operation and assistance to the Developer and shall also sign execute deliver and submit all papers plans applications affidavits instruments documents powers and authorities and produce the title deeds and other papers and documents relating to the Said Premises as may from time to time be required by the Developer and/or the Architect.

#### **ARTICLE - 8 : MAKING OVER OF SITE**

- 8.1 The Owners have already permitted the Developer to enter into the Said Premises as a licensee of the Owners to undertake development thereof by construction of New Building thereat in terms hereof.
- 8.2 This Agreement shall not operate or be deemed to operate as a demise of the Said Premises or any part thereof and the Developer or any person claiming through or under it shall not be entitled to any estate, right, title or interest in the Said Premises.
- 8.3 It is hereby made expressly clear that the possession of the Said Premises is not being given nor intended to be given to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act 1882 read with Section 2(47)(v) of the Income Tax Act 1961 and possession of the Said Premises shall always continue to remain vested with the Owners during the continuance of this Agreement.

#### **ARTICLE - 9 : CONSTRUCTION, ERECTION AND COMPLETION**

- 9.1 The Developer has commenced the work relating to the New Building at the Said Premises.
- 9.2 The Developer shall apply for in the name of the Owners and obtain at its own cost, charge and expenses all necessary permissions, licenses, permits, sanctions and consents as may be required for development of the Said Premises.





- 9.3 For the purpose of construction of the New Building, the Developer shall be entitled to appoint, engage and employ such contractors, sub-contractors, engineers, labourers, mistries, caretakers, guards and other staffs and employees and at such remuneration and on such terms and conditions as be deemed necessary by the Developer. Staffs and employees engaged by the Developer shall be the employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration, etc.
- 9.4 The Developer shall at its own costs and expenses construct the New Building at the Said Premises in accordance with the plan as be sanctioned by the competent authority and of such specifications as may be recommended by the Architect. The New Building shall be constructed under the supervision and guidance of the Architect and the decision of the Architect as to the cost, quality of the materials and specifications to be used for the construction of the building shall be acceptable and conclusive on both the parties hereto.
- 9.5 It is expressly made clear that the Owners shall not be liable to contribute or pay or deposit any amount in respect of development of the Said Premises or construction/ erection of the New Building thereat (including installation of various utilities, facilities and amenities) to be provided therein by the Developer.
- 9.6 The Developer shall be entitled to as well as be obliged to apply for and obtain connections for water, drainage, sewerage and other inputs, utilities and facilities from the concerned authorities and statutory or other body or bodies required for construction, use and enjoyment of the New Building either in the name of the Owners or in its own name and for that purpose or otherwise to close down and have disconnected the existing connections, if any.
- 9.7 The New Building at the Said Premises shall be constructed erected and completed in all regards within 4 (four) years (hereinafter referred to as



the "**Scheduled Completion Date**"), unless prevented by Force Majeure or Unavoidable Delay. If for any reason the New Building is not completed within the aforesaid period then and in that event the Developer shall be entitled to a grace period of 12 months or such other period as may be mutually agreed as the Grace Period.

- 9.8 The Developer shall remain responsible for any deviation and/or unauthorized construction and/or violation of the provisions of any statute, rules and regulations whether local state or central and shall also remain liable for any accident and/or mishap taking place and shall keep the Owners and all its directors and officers saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings including litigation costs.

#### **ARTICLE - 10 : CONSIDERATION AND ALLOCATION**

- 10.1 In consideration of the mutual obligations on the part of the Owners and the Developer and the terms conditions covenant and stipulations herein contained and on the part of the respective parties to be performed and observed, it has been agreed by and between the Parties hereto that the Sales Revenue generated consequent to the sale and transfer of the various flats units apartments showrooms constructed spaces and car parking spaces forming part of the New Building to be constructed at the Said Premises (net of amount specified hereinafter) will be shared between the Parties hereto in the ratio of 40 : 60 i.e. 40% (Forty per cent) for the Owners and 60% (Sixty percent) for the Developer and the amount which may become payable to and/or receivable by the Owners is hereinafter referred to as the Owners' Share and the amount which is to be retained by the Developer in terms of this Agreement is hereinafter referred to as the Developer's Share.
- 10.2 The Developer at all times hereafter shall be exclusively entitled to and be at liberty to negotiate with the prospective buyers and enter into agreements for sale or otherwise transfer of flats, apartments, units,



showrooms, car parking spaces and other areas benefits in and/or appurtenant to the New Building to be constructed at the Said Premises or any portion thereof, wherein the Owners shall join as the Party for sale of the undivided impartible share of land comprised in the Said Premises, at or for such consideration and on such terms and conditions as the Developer may deem fit and proper in accordance with the mutually agreed marketing policy decisions of the Owners and Developer and the Developer shall be entitled to receive realise and collect all amounts which may become receivable from the intending buyers in its own name and the amount of consideration and other amounts paid by the intending buyers to the Developer shall be the complete and valid discharge on the part of the intending buyers to make payment of the same.

- 10.3 For the purpose of this Agreement, the expression "**Sales Revenue**" shall mean the basic sale price (including Floor Escalation Charges, if any) receivable or received from the sale and/or transfer of flats, apartments, units, showrooms, car parking spaces and other areas benefits in and/or appurtenant to the New Building to be constructed at the Said Premises but the amounts received or receivable for the following items shall not form part of the said Sales Revenue and such amount shall be retained by the Developer exclusively to which the Owners will not have any claim:
- (a) Statutory realisation, including but not limited to Goods and Service Tax (GST) and other taxes;
  - (b) Stamp duty, registration fee, legal fees, documentation charges and incidental expenses collected from the buyers of any flats, apartments, units, showrooms, car parking spaces and other areas at the Said Premises;
  - (c) Cost of extra work carried out exclusively at the instance of buyers of any portions of saleable spaces and other spaces areas rights or benefits at the Said Premises;



- (d) Furniture fixture or fittings or any electrical gazettes supplied at the cost and exclusively at the instance of the buyers beyond the specified specification;
- (e) Any deposit for electricity authority or local electricity suppliers, society formation charges, local charges, deposits/security received from buyers of saleable spaces and other spaces areas rights or benefits at the Said Premises or for any other mutually decided specified purpose not forming part of consideration for sale/transfer of saleable spaces and other spaces areas rights or benefits at the Said Premises;
- (f) Amounts received from buyers of any flats, apartments, units, showrooms, car parking spaces and other areas on account of or as extra common facility or utility like generator installation, arranging electrical connection, installation of electrical sub-station, gas connection (if feasible), etc. and also those received as deposits / advances against rates and taxes, maintenance charges, etc.

10.4 The Developer shall discharge statutory compliance in respect of Goods and Service Tax (GSR) collections or payments and Income-tax deducted at source from the said Sales Revenue and the Owners shall cooperate and assist the Developer in all manners in respect thereof. The Developer may obtain necessary registrations and licenses and raise invoices and issue receipts and acknowledgements in respect thereof. The Developer shall provide the Owners with the copy of such documents as may be required by the Owners in respect of Goods and Service Tax payment made by the Developer in relation to the said Sales Revenue.

10.5 All Sales Revenue arising from the sale and transfer of the flats units apartments showrooms constructed spaces and car parking spaces forming part of the New Building to be constructed at the Said Premises shall be deposited in the Master Bank Account, which shall be a bank account maintained with such bank as may be decided by the Developer and shall be operated by the Developer.





- 10.6 The Parties hereto from time to time hold periodic meetings at such intervals as may be agreed upon for the purpose of monitoring the development and also for the price to be fixed for sale and transfer of the various flats units apartments showrooms constructed spaces and car parking spaces forming part of the development.
- 10.7 Depending upon sale and transfer of the various flats units apartments showrooms constructed spaces and car parking spaces and the market conditions in the event of there being any surplus the Parties may mutually decide to distribute the same in the proportion as aforesaid.
- 10.8 The Owners' Share shall be adjusted and apportioned amongst the Owners *inter-se* in proportion to their respective undivided share or interest into or upon the Said Premises as specified in Recital Clause 'C' hereinabove; taking into account their respective undivided share or interest in the land comprised in the Said Premises, it is mutually agreed by and between the Owners that, for the purpose of this Agreement, share of the Owner No.1, Owner No.2 and the Owner No.3 amongst themselves shall be in the ratio of 89.84% : 6.69% : 3.47%.
- 10.9 It is mutually agreed that the advertisement and publicity expenses and also the brokerage and marketing fees for arranging sale of flats, apartments, units, showrooms, car parking spaces and other areas benefits in and/or appurtenant to the New Building to be constructed at the Said Premises shall be borne and paid solely by the Developer and the Owners will not be required to share and/or contribute in respect thereof.
- 10.10 For the purpose of facilitating the construction of New Building at the Said Premises the Developer may apply for and reserves the right to obtain financial assistance (**Project Finance**) from Bank/Financial Institution (**Banker**) in its own name and for the aforesaid purpose shall be entitled to create a charge and/or mortgage over and in respect of the right title and interest of the Developer under this Agreement and, if required, collateral security may be created by depositing the Title Deeds of the Said



Premises with the Banker on the clear understanding that the Banker shall have no right of recovery against the Owners and the Owners' Share. Similarly, the Developer may allow the intending buyer of Units in the New Building to avail of finance from any bank and/or financial institution for purchase of the unit/s in the building proposed to be constructed at the Said Premises to which the Owners hereby grant their respective consent. It being expressly provided that the Owners shall not be liable in any way for the Project Finance that may be obtained by the Developer and/or the intending buyer of any flat/showroom/unit and in the event of any dispute/ disputes arises subsequently due to any such transaction between the Developer and the Banker, the Developer shall indemnify and keep the Owners indemnified against all actions suits proceedings costs charges and expenses in respect of the same and also to compensate adequately the Owners' interest and title to the Said Premises.

#### **ARTICLE - 11 : OWNERS' OBLIGATIONS**

- 11.1 All municipal and other rates, taxes, levies, impositions and outgoings in respect of the Said Premises shall be paid, borne and discharged by the Owners till the financial year 2019-20 and for the period thereafter by the Developer till the time construction of the New Building at the Said Premises is completed and possession of the Units therein are delivered to the buyers thereof. After delivery of possession of the Units at the said New Building, the buyers of such flats, apartments, units, showrooms, car parking spaces and other areas will be liable to make payment of such rates and taxes for their respective portions.
- 11.2 The Owners or any person authorised by them shall not cause any obstruction, interference or hindrance in the Developer's carrying out development of the Said Premises herein envisaged, subject to the Developer performing and observing all the terms and conditions herein contained and on the part of the Developer to be performed and observed.



- 11.3 The Owners shall grant to the Developer and its nominees a registered Power of Attorney for the purpose of getting the building plans sanctioned/ revalidated/ revised/ modified/ altered/ extended by the authorities and obtaining all necessary permissions from different authorities in connection with construction of the Building at the Said Premises, for booking and enter into agreements for sale or otherwise transfer of various flats, apartments, units, showrooms, car parking spaces and other areas benefits in and/or appurtenant to the Building to be constructed at the Said Premises or any portion thereof to prospective buyers, executing and registering the sale agreements and conveyances for the same and also for all other matters concerning development of the Said Premises. The Owners hereby further agree and grant consent to the Developer appointing and/or nominating one or more substitute under the aforesaid Power of Attorney for the exercise of any or all of the powers and authorities thereunder in favour of its any other directors, authorised representatives or employees. Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, deeds, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement.
- 11.4 It shall be the responsibility of the Owners, at the request of the Developer, to execute the deed/s of conveyance for transfer of various flats, apartments, units, showrooms, car parking spaces and other areas benefits and rights in the Building to be constructed at the Said Premises or portion thereof and undivided proportionate share in the land comprised in the Said Premises unto and in favour of the buyers thereof within such period and in such manner as the Developer may require. All charges, levies and costs thereof including stamp duties, registration charges and legal fees shall be borne by the buyers of such flats, apartments, units, showrooms, car parking spaces and other areas in the Building at the Said Premises.
- 11.5 All income tax, goods and service tax (GST) and other tax liabilities applicable in relation to the development of the Said Premises, transfer and



distribution of the Sales Revenue and any other levies, if applicable, shall be paid by the person liable to pay such tax in accordance with law.

### **ARTICLE - 12 : DEVELOPER'S OBLIGATIONS**

- 12.1 The Developer shall complete the construction of the New Building at its own cost and expenses within the "Scheduled Completion Date" specified in Article 9.7 hereinabove unless prevented by any circumstances beyond its control or by force majeure.
- 12.2 Development of the Said Premises shall be in conformity with the prevailing laws, rules and bye-laws of all concerned authorities and State Government/ Central Government bodies and it shall be absolute responsibility of the Developer to ensure proper compliance.
- 12.3 The Developer shall procure and/or provide necessary finances as may be required from time to time.
- 12.4 Development of the Said Premises, including planning, designing, construction, installation, finishing, completion in all respects shall be at the sole cost and risk of the Developer. The Developer shall be responsible for all claims of whatsoever nature arising from the development of the Said Premises and construction of the New Building at the Said Premises or which may arise out of accident and/or mishaps to workmen/ others till completion of the New Building at the Said Premises in terms of this Agreement. All claims of workmen/ third parties, related to such construction/ development have to be settled by the Developer.
- 12.5 In the event of any negligence on the part of the Developer consequent to which any loss or damage is caused or in the event of any nuisance being caused while undertaking the work of construction at the Said Premises then and in that event the Developer shall be liable for all costs and consequences arising therefrom and hereby agrees to keep the Owners saved harmless and completely indemnified from all costs, charges, claims, actions, suits and proceedings.





- 12.6 In the event the Developer fails to complete or is unable to give possession or fails to discharge any other obligations in accordance with the terms of agreement for sale with the allottee(s) / buyer(s) of flats, apartments, units, showrooms, car parking spaces and other areas benefits in and/or appurtenant to the New Building and if any amount is to returned and/or if any compensation is to be paid to such allottee(s) / buyer(s), then and in that event the Developer shall be solely liable for return of entire amount and also to make payment of the compensation, as may be required to be paid, and the Developer hereby agrees to keep the Owners saved harmless and completely indemnified from all costs, charges, claims, actions, suits and proceedings regarding the same.
- 12.7 The Developer shall remain liable and/or responsible for the entire cost of construction including drainage, sewerage, sanitary and plumbing, electrical works including sanction fees of the plan for development of the Said Premises. It is expressly made clear that the Owners shall not be liable to contribute or pay any amount or deposit in respect of development of the Said Premises or construction of the New Building thereat (including installation of various utilities, facilities and amenities) to be provided therein by the Developer.

### ARTICLE - 13 : TITLE DEEDS

- 13.1 The Original Title Deeds in respect of the Said Premises shall be kept with the Developer simultaneously upon execution of this Agreement - who shall continue to hold the same during subsistence of this Agreement and both the Parties hereto and/or their respective authorised representatives shall be entitled to take inspection of the said Title Deeds and make excerpts thereof, as and when required; after completion of development of the Said Premises and sale/transfer of all the saleable area therein in terms of this Agreement, the Developer may in due course hand over the said Title Deeds to the Association of the buyers of flats, apartments, units, showrooms, car parking spaces and other areas in the said New Building.



**ARTICLE - 14 : DEFAULT**

- 14.1 If at any time hereafter it shall appear that any of the parties hereto has failed and/or neglected to carry out its obligations under this Agreement or to extend full cooperation agreed to be extended hereunder, then and in such event, the party which may allege the default shall bring the same to the notice of the other party in writing for giving the other party reasonable explanation and in case the party who is alleging is not satisfied with the explanation then the party alleging default shall be entitled to claim all losses and damages suffered by them from the defaulting party without prejudice to its other rights hereunder and in such case the matter may be referred to the Arbitrator for arbitration.
- 14.2 The rights granted to the Developer to develop the Said Premises shall not be revoked by the Owners so long the Developer is not in default of its obligations hereunder, without prejudice to the rights of the Developer to rectify the defaults, if any, within a reasonable period of time after receiving notice in writing from the Owners informing the Developer of the nature of the default and suggested remedial measures to be taken, if the same is capable of any remedy.
- 14.3 Neither Party shall be in default in the performance of any of its duties or obligations hereunder, if prevented by Force Majeure or Unavoidable Delays as defined in this Agreement.

**ARTICLE - 15 : MISCELLANEOUS**

- 15.1 This Agreement is personal and between principal and principal as a contract and nothing contained herein shall be deemed to construe as a partnership between the Owners and the Developer or as a joint venture between the parties hereto in any manner nor shall the parties hereto constitute as an Association of Persons.
- 15.2 Stamp duty and the registration charges towards this Agreement shall be paid borne and discharged entirely by the Developer and the Developer



shall keep the original of this Agreement and provide the Owners with a certified to be true copy thereof.

15.3 This Agreement and/or the rights thereunder cannot be assigned or transferred to any other person and/or persons by any means unless agreed upon in writing between the parties hereto.

15.4 It is made clear and specifically agreed that until completion of development of the Said Premises in all respects in terms of this Agreement by construction of New Building at the Said Premises and possession of all the Units and other areas has been made over to the buyers thereof, the Developer shall be at the Said Premises merely as a licensee of the Owners to undertake the work of construction of the New Building at the Said Premises in terms hereof. It is hereby recorded that the Owners are and shall at all material time be in possession of the Said Premises and presence of the Developer, till the completion of development of the Said Premises by construction of New Building and sale of the constructed area therein, shall be construed for all lawful intent and purposes that of the permissive users/ license for the purpose of development only without any nature of rights referred to in section 53A of the Transfer of Properties Act 1882 in favour of the Developer.

15.5 The name of the New Building at the Said Premises shall be **Saltee Sattvam** or such other name as may be decided by the Developer in consultation with the Owners and the same shall not be changed by the Owners or any of the buyers of flats/units in the said Building.

15.6 It is understood that from time to time to facilitate the uninterrupted construction of the building by the Developer, various acts, deeds, matters and things not herein specified may be required to be done by the Developer for which the Developer may require the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts,



deeds, matters and things which do not in any way infringes the rights of the Owners and/or to go against the spirit of these presents.

- 15.7 All notice, demands or other communications required to be given shall be in writing and delivered personally or sent by prepaid first-class post with recorded delivery, addressed to the intended recipient at its address set out in this Agreement or to such other address as any party may from time to time duly notify to the others.
- 15.8 If any provision of this Agreement is held or found to be unenforceable, illegal or void, all other provisions will nevertheless continue to remain in full force and effect. The parties shall nevertheless be bound to negotiate and settle a further provision to this Agreement in place of the provision which is held or found to be unenforceable, illegal or void, to give effect to the original intention of the parties and which would be enforceable, legal and valid.
- 15.9 Nothing in these presents shall be construed as a demise or assignment or transfer in law by the Owners of the Said Premises or any part thereof to the Developer other than an exclusive license to the Developer to commercially exploit the same in terms hereof.
- 15.10 This instrument constitutes the entire Agreement between the parties as to the subject matter hereof and supersedes all previous agreements or understandings with respect thereto. No amendment or change hereof or addition hereto shall be effective or binding on either of the parties hereto unless set forth in writing and executed by the Owners and the Developer respectively.

#### **ARTICLE - 16 : DISPUTE SETTLEMENT & JURISDICTION**

- 16.1 In the event of any disputes or differences between the Parties hereto regarding the interpretation or application of this Agreement or any part thereof, the Parties shall try to resolve or amicably settle the same through mutual discussions, negotiations, mediation by common friends or





arbitration. In case of Arbitration, the Parties shall first mutually try to appoint one sole arbitrator, failing which one Arbitrator each will be nominated by the Owners and the Developer, and the two nominated arbitrators shall appoint an umpire. Any process of arbitration shall be conducted under the prevailing law and rules relating thereto. The decision of such Sole Arbitrator or Arbitral Tribunal, as the case may be, will be final and binding on both Parties. The Arbitrators will have summary powers and will be entitled to set up their own procedure and the Arbitrators shall have power to give interim awards and/or directions. The place of arbitration shall be at Kolkata and the language will be English.

16.2 The parties agree that pendency of a dispute between them shall not be cause for stoppage of construction of the New Building and that the Developer shall continue and complete the construction of the New Building in terms of this Agreement save only of such portion thereof directly affected by such dispute.

16.3 In the event that the Parties cannot resolve or settle a dispute through any of the means described above, the Courts having territorial Jurisdiction over the Said Premises and the High Court at Kolkata shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(Said Premises)**

**ALL THAT** the municipal premises No. 56A, Syed Amir-Ali Avenue (formed on amalgamation of the erstwhile premises No. 56A, Syed Amir Ali Avenue and erstwhile premises No. 56B, Syed Amir Ali Avenue), P.S. Karaya, Kolkata – 700017, containing by admeasurement 1,526.76 Square Metres equivalent to 1 Bigha 2 Cottahs 13 Chittack and 9 square feet more or less, lying within the limits of Kolkata Municipal Corporation in Ward No. 069 under Borough VIII, in the District of South 24 Parganas, as shown on the map or plan annexed hereto and duly marked thereon within **Red** borders, butted and bounded in the following manner:



- On the North : Partly by premises No. 54, Syed Amir Ali Avenue, Kolkata and partly by premises No. 24, Tarak Dutta Road Colonel Biswas Road;
- On the East : By Syed Amir Ali Avenue, Kolkata;
- On the South : Partly by Municipal Road and partly by premises No. 60A, Syed Amir Ali Avenue, Kolkata; and
- On the West : Partly by premises No. 60A, Syed Amir Ali Avenue, Kolkata, partly by premises No. 11A, Tarak Dutta Road (Colonel Biswas Road) and partly by premises No. 9, Tarak Dutta Road (Colonel Biswas Road), Kolkata

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

**THE SECOND SCHEDULE ABOVE REFERRED TO:  
(Representations of the Owners)**

The Owners herein have held out declared assured and represented to the Developer, *inter-alia*, as under: -

1. By an Indenture of Conveyance dated 9<sup>th</sup> day of February, 1963 made between Administrator General, West Bengal therein referred to as the Administrator General of the One Part And Sankar Kumar Chatterjee therein referred to as the Legatee of the Other part and registered at the office of the Registrar of Assurances, Calcutta in Book No. I, Volume No. 39, Pages 52 to 63, Being No. 809 for the year 1963 the said Administrator General, West Bengal for the consideration therein mentioned granted, sold, conveyed, transferred, assigned, assured unto and in favour of the Legatee Sankar Kumar Chatterjee, **All That** vacant piece and parcel of land measuring 22 Cottahs 13 Chittacks 9 Square Feet be the same a little more or less situate lying at and being premises No. 56, Syed Amir Ali Avenue,



Calcutta, more fully and particularly described in the Schedule thereunder written.

2. By a Deed of Lease dated 29<sup>th</sup> April, 1963 made between the said Sankar Kumar Chatterjee therein referred to as the Lessor of the One Part and Burmah Shell Oil Storage & Distributing Company of India Limited (hereinafter for the sake of brevity referred to as **Burmah Shell**), therein referred to as the Lessee of the Other Part and registered at the office of the Registrar of Assurances, Calcutta in Book No. I, Volume No. 75, Pages 245 to 255 Being No. 2546 for the year 1963, the said Sankar Kumar Chatterjee demised a portion of the said premises No. 56, Syed Amir Ali Avenue, Calcutta, measuring an area of 18 Cottahs 13 Chittacks 9 Square Feet, more or less, together with the structures erected thereon, which is subsequently renumbered as premises No. 56A, Syed Amir Ali Avenue, Calcutta, on lease unto and in favour of the said Burmah Shell for a period of 20 years with an option for renewal thereof for a further period of 20 years
3. By another Deed of Lease dated 10<sup>th</sup> day of June, 1969 made between said Sankar Kumar Chatterjee therein referred to as the Lessor of the One Part and Burmah Shell Oil Storage and Distribution Company Limited, therein referred to as the Lessee of the Other Part and registered at the office of the Registrar of Assurances, Calcutta in Book No. I, Volume No. 129, Pages 224 to 231 Being No. 3851 for the year 1969, said Sankar Kumar Chatterjee for the consideration therein mentioned and the terms conditions and covenants therein mentioned demised the remaining portion measuring 4 Cottahs of the said premises No. 56, Syed Amir Ali Avenue, Calcutta which is subsequently renumbered as premises No. 56B, Syed Amir Ali Avenue, Calcutta unto the said Burmah Shell initially for a period of 15 years 5 months commencing from 1<sup>st</sup> day of December, 1968 with an option for renewal thereof for a period of 20 years.
4. The term of the Lease Deed executed by the said Sankar Kumar Chatterjee in respect of 56A, Syed Amir Ali Avenue, Calcutta expired on 30<sup>th</sup> April, 2003



by efflux of time and the Lease granted by the said Sankar Kumar Chatterjee in respect of 56B, Syed Amir Ali Avenue, Calcutta ended on 30<sup>th</sup> April, 2004.

5. Meanwhile, by an enactment vide Burmah Shell Acquisition and Undertakings of Burmah Shell Oil Storage and Distribution of India Act, 1976, the Central Government took over the entire undertakings of the Burmah Shell including the said leases and thereafter Bharat Petroleum Corporation Limited, a Government Company, has stepped into the shoes of original lessee and took over all rights, assets, obligations and liabilities on and from 24<sup>th</sup> January, 1976.
6. Said Sankar Kumar Chatterjee died intestate on 09<sup>th</sup> January, 1988 leaving his wife Smt. Mira Chatterjee as his only heiress and legal representative under the Hindu Succession Act, 1956.
7. By an Indenture of Conveyance dated 16<sup>th</sup> day of June, 2003 made between the said Smt. Mira Chatterjee therein referred to as the Vendor of the One part and Aarvee Finvest Private Ltd., therein referred to as the Purchaser of the Other Part, and registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. I, Volume No. 1, Pages 1 to 35, Being No. 1261 for the year 2006, said Smt. Mira Chatterjee, for the consideration therein mentioned, granted, sold, transferred, assigned and assured unto and in favour of the said Aarvee Finvest Private Ltd. All Those the pieces and parcels of land containing by admeasurement an area of 22 Cottahs 13 Chittacks and 9 Square Feet, be the same a little more or less, together with structures, buildings and garages erected thereon situate lying at and being premises Nos. 56A and 56B, Syed Amir Ali Avenue, Kolkata, subject to occupation thereof by the said Bharat Petroleum Corporation Limited but otherwise free from all encumbrances, charges, claims demands and liabilities whatsoever.
8. Upon expiry of the said Leases and upon failure of the part of the lessee to vacate the said demised premises, the said Aarvee Finvest Private Ltd. filed





two separate suits in the Court of the 1<sup>st</sup> Civil Judge (Sr. Division) Alipore against the said Bharat Petroleum Corporation Limited for ejectment and other reliefs.

9. By a Deed of Conveyance dated 14<sup>th</sup> day of August, 2008 made between the said Aarvee Finvest Private Limited, therein referred to as the Vendor of the One Part and Syndicate Plaza Private Limited, therein referred to as the Purchaser of the Other Part duly registered at the office of the District Sub-Registrar-III, Alipore, South 24-Parganas in Book No. I, CD Volume No. 17, Pages from 8550 to 8579 Being No. 07550 for the year 2014, the said Aarvee Finvest Private Limited, for the consideration therein mentioned, sold, transferred, conveyed, assigned and assured unto and in favour of the said Syndicate Plaza Limited All Those the pieces and parcels of land containing by admeasurement an area of 22 Cottahs 13 Chittacks and 9 Square Feet, be the same a little more or less, together with structures, buildings and garages erected thereon situate lying at and being premises Nos. 56A and 56B, Syed Amir Ali Avenue, Kolkata subject to occupation thereof by the said Bharat Petroleum Corporation Limited but otherwise free from all encumbrances, charges, claims demands and liabilities whatsoever.
10. Since then after protracted litigation and as per direction of the Court, said Bharat Petroleum Corporation Limited vacated the said premises Nos. 56A and 56B, Syed Amir Ali Avenue, Kolkata on its entirety and consequently the said Syndicate Plaza Private Limited got the exclusive vacant possession of the said premises free from all litigation.
11. Said premises No. 56A, Syed Amir Ali Avenue and No. 56B, Syed Amir Ali Avenue, Kolkata has since been amalgamated in municipal records on 26<sup>th</sup> November, 2011 and upon amalgamation the said entire premises has been renumbered as municipal premises No. 56A, Syed Amir Ali Avenue, Kolkata, morefully described in the **First Schedule** hereunder written and hereinafter referred to as the '**Said Premises**'.



12. After having purchased the said premises no. 56A, Syed Amir Ali Avenue, Kolkata, the said Syndicate Plaza Private Limited applied for mutation of the Said Premises in its name and, accordingly, the Said Premises has been duly mutated in the name of Syndicate Plaza Private Limited and the nature of premises has been described as vacant land as per Mutation Certificate dated 12/08/2016 granted by the Kolkata Municipal Corporation.
13. Meanwhile on an application caused to be submitted for the purpose of construction erection and completion of a new residential building at the Said Premises consisting of ground plus sixteen upper floors, the Kolkata Municipal Corporation has sanctioned a building plan being Building Permit No. 2012080153 dated 21.12.2012 and by an Agreement dated 27<sup>th</sup> November 2013, said Syndicate Plaza Private Limited exclusively appointed the said Saltee Infrastructure Limited, the Developer herein therein referred to as the Builder, as the builder for construction and completion of a multistoried residential building at the Said Premises in accordance with the said plan at and for the consideration and other terms and conditions therein mentioned.
14. Since then the said Syndicate Plaza Private Limited in consultation with the said Builder has caused a fresh building plan prepared by the Architect, which consists of basement, ground and twelve upper floors at the Said Premises for residential cum retail use and having various flats units apartments showrooms car parking spaces etc. capable of being held and/or enjoyed independently of each other; said new building plan is sanctioned by the Kolkata Municipal Corporation vide Building Permit No. 2017080055 dated 20/09/2017.
15. Thereafter, an application has been submitted before the Kolkata Municipal Corporation on 30/05/2019 for sanction of additional two floors to the presently sanctioned building plan mentioned above to avail incremental additional Floor Area Ratio allowable for the construction of proposed green building under Rule 69A of the Kolkata Municipal Corporation Building Rules 2009; said plan, however, shall be subject to such modifications or



alterations as may be required or be necessary in accordance with the rules and regulations of the Kolkata Municipal Corporation and/or other concerned authorities including the Directorate of West Bengal Fire Service, Police Authorities, etc.

16. In the meantime, by a Deed of Conveyance dated 08<sup>th</sup> day of May 2015 made between Syndicate Plaza Private Limited, the Owner No.1 herein, therein referred to as the Vendor of the One Part and Chitraksha Construction Private Limited, the Owner No.2 herein, therein referred to as the Purchaser of the Other Part and duly registered at the office of Additional Registrar of Assurances-I, Kolkata in Book No. 1, Volume No. 1901-2015, pages from 23939 to 23960, Being No. 190104916 for the year 2015, the said Syndicate Plaza Private Limited, the Owner No.1 herein, at and for the consideration and other terms and conditions therein mentioned sold, transferred and conveyed unto the said Chitraksha Construction Private Limited, the Owner No.2 herein, **All That** the 6.69% undivided indivisible impartible share in the Said Premises, morefully and particularly described in the Second Schedule thereunder written, leaving balance 93.31% undivided share or interest in the Said Premises with the said Syndicate Plaza Private Limited, the Owner No.1 herein.

17. By an Indenture of Conveyance dated 25<sup>th</sup> day of March, 2017 made between Syndicate Plaza Private Limited, the Owner No.1 herein, therein referred to as the Vendor of the First Part, Shakambhari Ispat & Power Limited, therein referred to as the Confirming Party of the Second Part and Indranuj Builders Private Limited, the Owner No.3 herein, therein referred to as the Purchaser of the Third Part and registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. 1, Volume No. 1901-2017, Pages from 56523 to 56550, Being No. 190101875 for the year 2017, the said Syndicate Plaza Private Limited, the Owner No.1 herein, for the consideration therein mentioned sold, conveyed, transferred, assigned, assured unto and in favour of the purchaser therein the said Indranuj Builders Private Limited, the Owner No.3 herein, **All That** the undivided indivisible impartible 3.47% share or interest in the Said Premises,



morefully and particularly described in the Second Schedule thereunder written, leaving balance 89.84% undivided share or interest in the Said Premises with the said Syndicate Plaza Private Limited, the Owner No.1 herein.

18. By virtue of the above, Syndicate Plaza Private Limited, Chitraksha Construction Private Limited, Indranuj Builders Private Limited, the Owners herein, are absolutely seised and possessed of or otherwise well and sufficiently entitled to All That 89.84%, 6.69% and 3.47% respectively of the undivided indivisible impartible variable share or interest in All That the said piece or parcel of land measuring 1,526.76 Square Metres equivalent to 1 Bigha 2 Cottahs 13 Chittacks and 9 Square Feet, more or less, situate lying at and being the municipal premises No. 56A, Syed Amir Ali Avenue, Kolkata (morefully and particularly described in the **First Schedule** hereinbefore written and hereinafter referred to as the "**Said Premises**").
19. The Owners herein viz. Syndicate Plaza Private Limited, Chitraksha Construction Private Limited and Indranuj Builders Private Limited have clear and marketable title as per their respective undivided percentage (%) share hereinbefore mentioned in respect of the Said Premises and each and every part and/or portion thereof and there is no pending suit or litigation or proceeding filed by or against the Owners in any court of law concerning the Said Premises or any part thereof.
20. There is no legal bar or impediment of any nature whatsoever or howsoever which may prevent the Owners herein in entering into this Agreement with the Developer herein in supersession of the earlier Agreements for construction and from developing the Said Premises as envisaged herein.

***[Next page is the execution page]***





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

**SIGNED SEALED AND DELIVERED** by the within-named **OWNERS** represented by their respective within-named Director and authorised signatory at Kolkata in the presence of:

Biswajit Kumar Saha  
Shyamapur, Howrah  
Pin - 711314

**SYNDICATE PLAZA (P) LTD.**

  
Director


For **CHITRAKSHA CONSTRUCTION PVT. LTD.**

  
Director

**INDRANUJ BUILDERS PVT. LTD.**

  
Director

**SIGNED SEALED AND DELIVERED** by the within-named **DEVELOPER** represented by its within-named Director and authorised signatory at Kolkata in the presence of:

  
S/o Late Nirmal Kumar Saha.  
Address: 2A/9 Ramtal Agarwala  
Lane, P.S. Baranagar.  
P.O. Sinthi, Kolkata - 700050  
Dist. North - 24. Parganas.

For **SALTEE INFRASTRUCTURE LIMITED**

  
Director

Drafted by me -:

Sankar Saha  
F421/412/06  
High court, Cal



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

GRN: 19-201920-008049276-8

GRN Date: 30/09/2019 12:57:12

BRN : 0899464188119

SBI ePay txn No. : 201927385594398

Payment Mode : Credit Card-MASTER

Payment Gateway SBI EPay-State Bank of India New PG

BRN Date: 30/09/2019 13:03:31

SBI ePay txn Date. 30/09/2019 13:03:13

DEPOSITOR'S DETAILS

Name : SALTEE INFRASTRUCTURE LTD Id No. : 19010001570909/2/201  
Contact No. null  
E-mail : saltee@salteegroup.com Mobile No. +91 9831708878  
Address : AE 40 SECTOR I SALT LAKE CITY  
User Type : Buyer/Claimants

Query Year

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	19010001570909/2/2019	Property Registration- Registration Fees	0030-03-104-001-16	101
2	19010001570909/2/2019	Property Registration- Stamp duty	0030-02-103-003-02	75020
<b>Total Amount</b>				<b>75121</b>

In Words : Rupees Seventy Five Thousand One Hundred Twenty One Only.

# SYNDICATE PLAZA PRIVATE LIMITED

Address: 32, EZRA STREET, 6TH FLOOR ROOM NO. 664, Kolkata-700 001

CIN : U45400WB2008PTC124824

EXTRACTS OF THE MINUTES OF THE PROCEEDINGS OF THE MEETING OF BOARD OF DIRECTORS OF THE COMPANY HELD AT ITS REGISTERED OFFICE ON 27<sup>th</sup> DAY OF SEPTEMBER, 2019 AT 11.00 A.M

The Chairman discussed with the Board and after discussion the Board of Directors passed the following resolution:

"RESOLVED THAT Mr. Anand Todi , Director of the Company, be and is hereby severally authorized to sign, execute and registered Development Agreement for Premises No. 56A Syed Amir Ali Avenue on behalf of the Company.

"RESOLVED THAT Mr. Anand Todi , Director of the Company, be and is hereby authorized to do all such acts, deeds and things and to sign all such deeds, agreements, indemnity and documents as and when required in connection with the above Agreement."

Certified True Extracts

For Syndicate Plaza Private Limited

SYNDICATE PLAZA (P) LTD.  
  
Director

Director

# INDRANUJ BUILDERS PRIVATE LIMITED

1, KHUDIRAM BOSE SARANI, KOLKATA-700 080

CIN- U70109WB2016PTC217979

---

EXTRACTS OF THE MINUTES OF THE PROCEEDINGS OF THE MEETING OF BOARD OF DIRECTORS OF THE COMPANY HELD AT ITS REGISTERED OFFICE ON 27<sup>th</sup> DAY OF SEPTEMBER, 2019 AT 01.00 P.M.

---

The Chairman discussed with the Board and after discussion the Board of Directors passed the following resolution:

**"RESOLVED THAT** Mr. Srikrishna Mitra, Director of the Company, be and is hereby severally authorized to sign, execute and registered Development Agreement for Premises No. 56A Syed Amir Ali Avenue on behalf of the Company.

**"RESOLVED THAT** Mr. Srikrishna Mitra, Director of the Company, be and is hereby authorized to do all such acts, deeds and things and to sign all such deeds, agreements, indemnity and documents as and when required in connection with the above Agreement."

Certified True Extracts

For Indranuj Builders Private Limited

INDRANUJ BUILDERS PVT. LTD.

  
Director

Director



# CHITRAKSHA CONSTRUCTION PRIVATE LIMITED

Address: 1/G, KHUDIRAM BOSE SARANI, KOLKATA-700 080  
CIN-U45400WB2014PTC201344

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EXTRACTS OF THE MINUTES OF THE PROCEEDINGS OF THE MEETING OF BOARD OF DIRECTORS OF THE COMPANY HELD AT ITS REGISTERED OFFICE ON 27<sup>th</sup> DAY OF SEPTEMBER, 2019 AT 12 Noon

---

The Chairman discussed with the Board and after discussion the Board of Directors passed the following resolution:

**"RESOLVED THAT** Mr. Sankar Ghatak, Director of the Company, be and is hereby severally authorized to sign, execute and registered Development Agreement for Premises No. 56A Syed Amir Ali Avenue on behalf of the Company.

**"RESOLVED THAT** Mr. Sankar Ghatak, Director of the Company, be and is hereby authorized to do all such acts, deeds and things and to sign all such deeds, agreements, indemnity and documents as and when required in connection with the above Agreement."

Certified True Extracts

For Chittraksha Construction Private Limited

For CHITRAKSHA CONSTRUCTION PVT. LTD

*Prasanta Samadhar*

**Director**

Director

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

AALCS8283M



नाम / Name  
SYNDICATE PLAZA PRIVATE  
LIMITED

निगमन / गठन की तारीख  
Date of Incorporation / Formation  
08/04/2008

04032017

**SYNDICATE PLAZA (P) LTD.**

*[Handwritten Signature]*

**Director**

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

AAFCC6444G

नाम / Name  
CHITRAKSHA CONSTRUCTION  
PRIVATE LIMITED

विगमन / गठन की तारीख  
Date of Incorporation / Formation  
25/03/2014

भारत सरकार

25/03/2014

For CHITRAKSHA CONSTRUCTION PVT. LTD

  
Director



INDRANUJ BUILDERS PRIVATE LIMITED  
*Gourishankar Mitra.*  
Director

✓





For SALTEE INFRASTRUCTURE LIMITED

  
Director

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT OF INDIA

ANAND TODI  
SANWAR MAL TODI

12/01/1979  
Permanent Account Number  
ABSPT2026Q

*Anand Todi*  
Signature

भारत सरकार  
GOVT OF INDIA

110200001



*Anand*



**ELECTION COMMISSION OF INDIA**

ভারতের নির্বাচন কমিশন

IDENTITY CARD

DKN2566461

পরিচয় পত্র



Elector's Name	Anand Todi
নির্বাচকের নাম	অনন্দ টোডী
Father's Name	Sanwar Mal
পিতার নাম	সানওয়ার মল
Sex	M
লিঙ্গ	পুং
Age as on 1.1.2000	21
১.১.২০০০-এ বয়স	২১

**Address**

79 SALT LAKE : BLOCK - AE  
Bidhannagar (N) North 24 - Parganas  
700064

**ঠিকানা**

৭৯ সল্ট লেক : ব্লক - এ.ই. বিধাননগর (উঃ) উত্তর  
২৪ পরগণা ৭০০০৬৪

Facsimile Signature  
Electoral Registration Officer  
নির্বাচক নিবন্ধন আধিকারিক

For 139-Belgachia East  
Assembly Constituency

১৩৯-বেলগাছিয়া পূর্ব  
বিধানসভা নির্বাচন কেন্দ্র

Place North 24 - Parganas

স্থান উত্তর ২৪ পরগণা

Date 22.09.2000

তারিখ ২২.০৯.২০০০

22/09/00



आधार

ভারত সরকার  
Unique Identification Authority of India  
Government of India

তালিকাভুক্তির আই ডি / Enrollment No.: 1111/60074/11559

To

শঙ্কর ঘটক

Sankar Ghatak

S/O: Manmatha Nath Ghatak

BD. 55 BD BLOCK

SECTOR 1

Bidhannagar(M)

Bidhannagar CC Block

North 24 Paraganas North 24 Parganas

West Bengal 700064

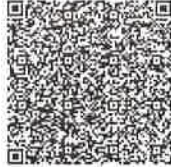
9903657039

02/05/2015

247457972



MP474579720FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

**6863 8324 6971**

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার

Government of India



শঙ্কর ঘটক

Sankar Ghatak

জন্মতারিখ / DOB : 28/11/1955

পুরুষ / Male



**6863 8324 6971**

আধার - সাধারণ মানুষের অধিকার



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 .



ভারত সরকার

Government of India

ঠিকানা:

এস/ও: মনমথ নাথ ঘটক, বীড়ী,  
55, বীড়ী ব্লক, সেক্টর 1,  
বিধাননগর (এম), উত্তর ২৪  
পর্নগনা, বিধাননগর সীমী বীএলও,  
পশ্চিম বঙ্গ, 700064

Address:

S/O: Manmatha Nath Ghatak, BC  
55, BD BLOCK, SECTOR 1,  
Bidhannagar(M), North 24  
Parganas, Bidhannagar CC Bloc:  
West Bengal, 700064

**6863 8324 6971**



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1800 300 1947



help@uidai.gov.in

www

www.uidai.gov

*Handwritten signature in blue ink*



**आयकर विभाग**      **भारत सरकार**  
**INCOME TAX DEPARTMENT**      **GOVT. OF INDIA**

स्थायी लेखा संख्या कार्ड  
**Permanent Account Number Card**  
**COLPG6974Q**

नाम / Name  
**MANMATHA GHATAK**

पिता का नाम / Father's Name  
**MANMATHA NATH GHATAK**

प्रम. सं. जारी / Issue Date  
**28/11/1985**


हस्ताक्षर / Signature





*Manmatha Ghatak*

In case this card is lost, please inform / सूचना  
 Income Tax P.A.N. Card / आयकर स्थायी लेखा संख्या कार्ड  
 (Section 139A) / (अधिनियम 139A)  
 New Delhi - 110 002  
 परम. सं. न. रद्द / परम. सं. न. रद्द  
 आयकर विभाग, नई दिल्ली - 110 002  
 प्रमाण

<b>आयकर विभाग</b> <b>INCOME TAX DEPARTMENT</b> <b>SRIKRISHNA MITRA</b> <b>NABADWIP MITRA</b> <b>23/12/1968</b> Permanent Account Number <b>ATEPM5441N</b> <i>Srikrishna Mitra</i> Signature		<b>भारत सरकार</b> <b>GOVT. OF INDIA</b>   15032008
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*Srikrishna Mitra*

इस कार्ड के खोने / पाये पर कृपया सूचित करें, जो कृपया  
 आयकर पत्र सेवा बफरई एन एस डी यूके  
 फ्लोरी मॉडल टावर्स टॉवर कामला मिल्स कंपाउंड एस बी मार्ग  
 लोअर पेसल मुंबई-400 013

*If this card is lost / someone's lost card is found  
 please inform / return to*

**Income Tax PAN Services Unit, NSDL**  
 1st Floor, Times Tower,  
 Kamala Mills Compound,  
 S.B. Marg, Lower Parel, Mumbai - 400 013

Tel: 91-22-2491 4651, Fax: 91-22-2495 0664  
 email: tininfo@nsdl.co.in

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

SURYA PRAKASH BAGLA

SHREE GOPAL BAGLA

20/04/1965

Permanent Account Number

AEBPB4558F

  
Signature



28082015



इस कार्ड के खोने / पाने पर कृपया सूचित करें। लीडरएं:  
आयकर पैन सेवा इकाई, एन एस डी एल  
5 वी मंजिल, मंत्री स्टर्लिंग, प्लॉट नं. 341, सर्वे नं. 997/8,  
मॉडल कॉलोनी, दीप बंगला चौक के पास,  
पुणे - 411 016.

*If this card is lost / someone's lost card is found,  
please inform / return to*  
Income Tax PAN Service Unit, NSDL  
5th floor, Mantri Sterling,  
Plot No. 341, Survey No. 997/8,  
Model Colony, Near Deep Bungalow Chowk,  
Pune - 411 016.

Tel: 91 20 2610 9600 / 20 2610 9601  
e-mail: [pan@nsdl.co.in](mailto:pan@nsdl.co.in)



ভারতের নির্বাচন কমিশন  
পরিচয় পত্র  
ELECTION COMMISSION OF INDIA  
IDENTITY CARD

WB/20/139/702233



নির্বাচকের নাম : সূর্য প্রকাশ বাগলা  
Elector's Name : Surya Prakash Bagla  
পিতার নাম : শ্রী গোপাল বাগলা  
Father's Name : Shree Gopal Bagla  
লিঙ্গ/Sex : পু/ M  
জন্ম তারিখ  
Date of Birth : XX/XX/1967

WB/20/139/702233

ঠিকানা:

C D-60, লস্টলাক, সেক্টর-১, ব্লক-সি ডি, বিধাননগর  
(নর্থ), উত্তর ২৪ পরগণা-700064

Address:

C D-60, SALT LAKE, SECTOR-1,  
BLOCK-DD, BIDHANNAGAR (NORTH),  
NORTH 24 PARGANAS-700064

Date: 24/08/2014

116-বিধাননগর বিধানসভা কেন্দ্রের নির্বাচন

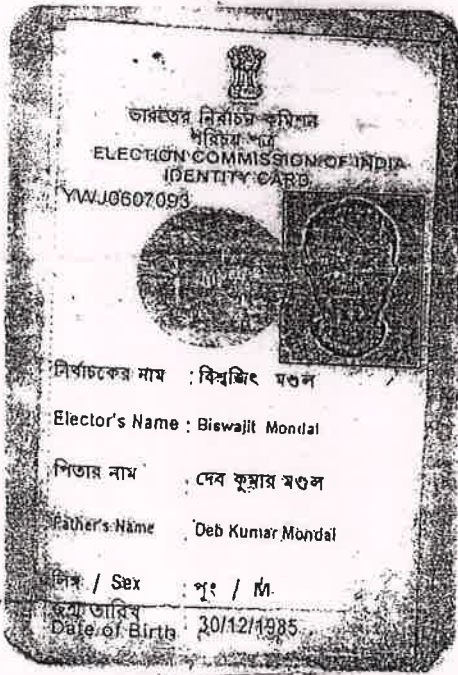
অধিকারিকের স্বাক্ষর  
Facsimile signature of the Electoral  
Registration Officer for

116-Bidhannagar Constituency

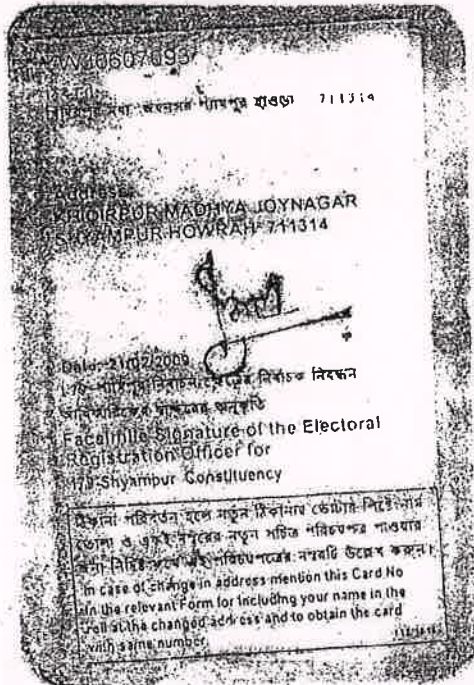
নিম্নে উল্লিখিত স্থান পরিবর্তন হলে এই কার্ড নং ও এটি  
সহকারী স্থান পরিবর্তন ফর্মের সাথে জমা দিতে হবে এবং  
পরিবর্তনকারী স্থানটি উল্লেখ করতে হবে।

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

100000



Biswajit Mondal



Biswajit Mondal





सरकार  
GOVERNMENT OF INDIA



श्रीकृष्ण मित्र  
Srikrishna Mitra  
जन्मतिथि/ DOB: 23/12/1968  
पुरुष / MALE



5891 0151 0465

**MERA AADHAAR, MERI PEHCHAN**

*Srikrishna Mitra.*



आधार  
भारत सरकार  
GOVERNMENT OF INDIA

ठिकाना:  
101/73/378, एन.एस. सरानी क्षेत्र  
पुकुर पार, हालिशहर, उत्तर  
२४ पड़रणा,  
पश्चिम बंगाल - 743134

**Address**  
101/73/378, N.S SARANI  
MAIL, PUKUR PAR,  
HALISAHAR, Haliahar,  
North 24 Parganas,  
West Bengal - 743134















































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1800 300 1947

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www.uidai.gov.in

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

**SPECIMEN FOR TEN FINGERPRINTS**

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

: 37 :

**DATED THIS 7<sup>th</sup> DAY OF NOVEMBER, 2019**

**BETWEEN**

**SYNDICATE PLAZA PRIVATE LTD. & ORS.  
.... THE OWNERS**

**AND**

**SALTEE INFRASTRUCTURE LIMITED  
.... THE DEVELOPER**

**DEVELOPMENT AGREEMENT**

## Major Information of the Deed

Deed No :	I-1901-06137/2019	Date of Registration	07/11/2019
Query No / Year	1901-0001570909/2019	Office where deed is registered	
Query Date	28/09/2019 11:01:06 AM	A.R.A. - I KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Sankar Sahoo 123B, South Sinthi Road, District : North 24-Parganas, WEST BENGAL, PIN - 700030, Mobile No. : 6297164908, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
	Rs. 22,19,25,204/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,120/- (Article:48(g))	Rs. 101/- (Article:E, E, M(a), M(b), I)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: South 24-Parganas, P.S:- Ballygunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Syed Amir Ali Avenue, Road Zone : (Syed Amir Ali Avenue -- Syed Amir Ali Avenue On Road) , , Premises No: 56A, , Ward No: 069 Pin Code : 700017

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	1 Bigha 2 Katha 13 Chatak 9 Sq Ft		22,19,25,204/-	Property is on Road Adjacent to Metal Road,
<b>Grand Total :</b>				<b>37.6613Dec</b>	<b>0 /-</b>	<b>2219,25,204 /-</b>	

### Land Lord Details :










Sl No	Name,Address,Photo,Finger print and Signature
1	<b>SYNDICATE PLAZA PRIVATE LIMITED</b> 32, Ezra Street, 6th Floor, Room No. 664, P.O:- GPO, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001 , PAN No.:: AALCS8283M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	<b>CHITRAKSHA CONSTRUCTION PRIVATE LIMITED</b> 1/g, Khudiram Bose Sarani Formerly Mall Road, P.O:- Mall Road, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700080 , PAN No.:: AAFCC6444G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
3	<b>INDRANUJ BUILDERS PRIVATE LIMITED</b> 1/G, Khudiram Bose Sarani Formerly Mall Road, P.O:- Mall Road, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700080 , PAN No.:: AAECI2831C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative






**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<p><b>SALTEE INFRASTRUCTURE LIMITED</b>                      AE-40, Sector-I, Salt Lake City, P.O:- Bidhannagar, P.S:- Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064 , PAN No.:: AA ECS4854R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	<p><b>Name</b>  <b>Mr Anand Todi (Presentant )</b>                      Son of Mr Sanwar Mal Todi                      Date of Execution - 07/11/2019, , Admitted by: Self, Date of Admission: 07/11/2019, Place of Admission of Execution: Office</p>	 Nov 7 2019 5:10PM	 LTI 07/11/2019	<p><b>Signature</b>                        07/11/2019</p>
<p>AE 79 Sector-I, Salt Lake City, P.O:- CC Block, P.S:- Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: ABSPT2026Q,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SYNDICATE PLAZA PRIVATE LIMITED (as authorized signatory)</p>				
2	<p><b>Name</b>  <b>Mr Sankar Ghatak</b>                      Son of Mr Manmatha Nath Ghatak                      Date of Execution - 07/11/2019, , Admitted by: Self, Date of Admission: 07/11/2019, Place of Admission of Execution: Office</p>	 Nov 7 2019 5:11PM	 LTI 07/11/2019	<p><b>Signature</b>                        07/11/2019</p>
<p>BD 55, Sector I, Salt Lake City, P.O:- Bidhannagar CC Block, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: CQLPG6974Q,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : CHITRAKSHA CONSTRUCTION PRIVATE LIMITED (as Authorized Signatory)</p>				
3	<p><b>Name</b>  <b>Mr Srikrishna Mitra</b>                      Son of Mr Nabadwip Mitra                      Date of Execution - 07/11/2019, , Admitted by: Self, Date of Admission: 07/11/2019, Place of Admission of Execution: Office</p>	 Nov 7 2019 5:12PM	 LTI 07/11/2019	<p><b>Signature</b>                        07/11/2019</p>
<p>101/73/378 NS Sarani, Halishahar, P.O:- PUKURPAR, P.S:- Bijpur, District:-North 24-Parganas, West Bengal, India, PIN - 743134, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: ATEPM5441N,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : INDRANUJ BUILDERS PRIVATE LIMITED (as Authorized Signatory)</p>				



4	Name	Photo	Finger Print	Signature
	<b>Mr Surya Prakash Bagla</b> Son of Late Shri Sreegopal Bagla Date of Execution - 07/11/2019, , Admitted by: Self, Date of Admission: 07/11/2019, Place of Admission of Execution: Office			
		Nov 7 2019 5:08PM	LTI 07/11/2019	07/11/2019
CD-60, Sector-I, Salt Lake City, P.O:- Bidhannagar CC Block, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AEBPB4558F,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SALTEE INFRASTRUCTURE LIMITED (as Authorized Signatory)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Biswajit Mondal</b> Son of Mr Deb Kumar Mondal Gobindapur, P.O:- Gobindapur, P.S:- Shyampur, District:-Howrah, West Bengal, India, PIN - 711314			
	07/11/2019	07/11/2019	07/11/2019
Identifier Of Mr Anand Todi, Mr Sankar Ghatak, Mr Srikrishna Mitra, Mr Surya Prakash Bagla			

**Transfer of property for L1**

SI.No	From	To. with area (Name-Area)
1	SYNDICATE PLAZA PRIVATE LIMITED	SALTEE INFRASTRUCTURE LIMITED-33.8349 Dec
2	CHITRAKSHA CONSTRUCTION PRIVATE LIMITED	SALTEE INFRASTRUCTURE LIMITED-2.51954 Dec
3	INDRANUJ BUILDERS PRIVATE LIMITED	SALTEE INFRASTRUCTURE LIMITED-1.30685 Dec

**Endorsement For Deed Number : I - 190106137 / 2019**

On 01-11-2019

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 22,19,25,204/-



Debasis Patra

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

**Kolkata, West Bengal**

On 07-11-2019

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

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

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

Presented for registration at 15:40 hrs on 07-11-2019, at the Office of the A.R.A. - I KOLKATA by Mr Anand Todi ,

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

Execution is admitted on 07-11-2019 by Mr Surya Prakash Bagla, Authorized Signatory, SALTEE INFRASTRUCTURE LIMITED, AE-40, Sector-I, Salt Lake City, P.O:- Bidhannagar, P.S:- Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064

Identified by Mr Biswajit Mondal, , Son of Mr Deb Kumar Mondal, Gobindapur, P.O: Gobindapur, Thana: Shyampur, , Howrah, WEST BENGAL, India, PIN - 711314, by caste Hindu, by profession Business

Execution is admitted on 07-11-2019 by Mr Anand Todi, authorized signatory, SYNDICATE PLAZA PRIVATE LIMITED (Private Limited Company), 32, Ezra Street, 6th Floor, Room No. 664, P.O:- GPO, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001

Identified by Mr Biswajit Mondal, , Son of Mr Deb Kumar Mondal, Gobindapur, P.O: Gobindapur, Thana: Shyampur, , Howrah, WEST BENGAL, India, PIN - 711314, by caste Hindu, by profession Business

Execution is admitted on 07-11-2019 by Mr Sankar Ghatak, Authorized Signatory, CHITRAKSHA CONSTRUCTION PRIVATE LIMITED (Private Limited Company), 1/g, Khudiram Bose Sarani Formerly Mall Road, P.O:- Mall Road, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700080

Identified by Mr Biswajit Mondal, , Son of Mr Deb Kumar Mondal, Gobindapur, P.O: Gobindapur, Thana: Shyampur, , Howrah, WEST BENGAL, India, PIN - 711314, by caste Hindu, by profession Business

Execution is admitted on 07-11-2019 by Mr Srikrishna Mitra, Authorized Signatory, INDRANUJ BUILDERS PRIVATE LIMITED (Private Limited Company), 1/G, Khudiram Bose Sarani Formerly Mall Road, P.O:- Mall Road, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700080

Identified by Mr Biswajit Mondal, , Son of Mr Deb Kumar Mondal, Gobindapur, P.O: Gobindapur, Thana: Shyampur, , Howrah, WEST BENGAL, India, PIN - 711314, by caste Hindu, by profession Business

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 101/- ( E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 21/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 101/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 30/09/2019 1:03PM with Govt. Ref. No: 192019200080492768 on 30-09-2019, Amount Rs: 101/-, Bank:  
SBI EPay ( SBlePay), Ref. No. 0899464188119 on 30-09-2019, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

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

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1644, Amount: Rs.100/-, Date of Purchase: 30/05/2019, Vendor name: M H PAIL  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 30/09/2019 1:03PM with Govt. Ref. No: 192019200080492768 on 30-09-2019, Amount Rs: 75,020/-, Bank:  
SBI EPay ( SBlePay), Ref. No. 0899464188119 on 30-09-2019, Head of Account 0030-02-103-003-02



**Debasis Patra**

**ADDITIONAL REGISTRAR OF ASSURANCE**

**OFFICE OF THE A.R.A. - I KOLKATA**

**Kolkata, West Bengal**

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2019, Page from 296116 to 296179  
being No 190106137 for the year 2019.



*Debasis Patra*

Digitally signed by DEBASIS PATRA  
Date: 2019.11.13 16:05:50 -08:00  
Reason: Digital Signing of Deed.

(Debasis Patra) 11/13/2019 4:05:34 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - I KOLKATA  
West Bengal.

(This document is digitally signed.)

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