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Date 1703-2-22381/2021.



Accountal Registrar of Assurances & Contracts

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DEVELOPMENT AGREEMENT

THIS AGREEMENT made this the 29th day of January Two Thousand and Twenty One.

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19 NOV 2020
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Stamp of Advocate Panchu Gopal Shaw, dated 19 NOV 2020. The stamp includes the name SURANJAN MURTHU, the address 2, BANK SHALL STREET, KOLKATA-700001, and the location of the court at 28-36, S. B. Road, KOL-1.

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BETWEEN

LEMON CONSTRUCTIONS PVT. LTD. (PANAABCL1191R), a Company incorporated under the Companies Act 1956 having registered office at 29/1, Kalabagan Lane, P.O. Santragachi, P.S. Shibpur (now Chatterjeehat), Howrah - 711104, represented by its Director, **SRI SANJEEV SARAOGI (PAN AKUPS6151J)**, son of Sri Srinibash Saraogi, by faith hindu, by occupation business, residing at 2/10, Sarat Bose Road, Block - G, P.O. Elgin Road, P.S. Ballygunge, Kolkata - 700020, hereinafter referred to as the **OWNER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor and/or successors-in-interest and assigns) of the **ONE PART**;

AND

PANSARI DEVELOPERS LIMITED (CIN L72200WB1996PLC079438) (PAN AABCP6809N), a company incorporated under the Companies Act, 2013, having its registered office at 14, N.S. Road, P.O. GPO, P.S. Hare Street, Kolkata - 700001, represented by its authorized signatory **SRI TUHIN BANERJEE (PAN BENPB1010F)**, son of Sri Nabin Banerjee, by faith hindu, by occupation service, residing at 14, N.S. Road, 4th Floor P.O. GPO, P.S. Hare Street, Kolkata - 700001, hereinafter referred to as the **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors-in-interest and assigns) of the **OTHER PART**.

(The expression **"Parties"** shall mean collectively the Owner and the Developer and the expression **"Party"** shall mean the Owner and the Developer individually).



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WHEREAS: -

A. The Owner, whose title recital along with details of title documents are set out in the **THIRD SCHEDULE** hereunder written, is presently seized and possessed of and/or otherwise well and sufficiently entitled to the property morefully described in the **FIRST SCHEDULE** hereunder written (the "**SAID PROJECT LAND**").

B. There are four tenants occupying small portions of structures situated on the Said Project Land (the "**Tenants**") who are either to be evicted and/or to be relocated in due course in due process of law as may be so mutually agreed upon costs and expenses to be borne by the Owner, being the party of the First Part.

C. The Owner being desirous of developing the Said Project Land had approached one Purti Nanu Creators LLP, having its office at 17, Ganesh Chandra Avenue, 3rd Floor, P.O. Bowbazar, P.S. Bowbazar, Kolkata - 700013 for the said purpose and upon due deliberations granted the exclusive right of development of the Said Project Land to the said Purti Nanu Creators LLP in terms of the agreement dated the 26th day of September, 2017 registered in the office of the Additional Registrar of Assurances-II, in Book No. I, Volume number 1902-2017, pages from 113407 to 113478 being no. 190203321 for the year 2017 (the "**SAID AGREEMENT**").

D. A power of attorney dated the 26th day of September, 2017 one power of attorney was granted by the Owner as the Principal to the representative of the said Purti Nanu Creators LLP as the Attorney in respect of the development of the Said Property which document was registered in the office of the Additional Registrar of Assurances- III, in Book No. IV, Volume No. 1903-2017, Pages





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Registrar of Companies
India

29 July 2009

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143665 to 143696 having deed no. 190305617 for the year 2017 (the "**SAID POWER OF ATTORNEY**"), for carrying out the development of the Said Project Land as per the terms and conditions set out in the Said Agreement.

E. However due to unavoidable circumstances, on the 29th day of January, 2021, the Owner and the said Puri Nanu Creators LLP executed a deed of cancellation of the Said Agreement dated the 26th day of September, and had it registered in the office of Additional Registrar of Assurances-II, in Book No. I, having volume no. —, pages — to — being deed no. 631 for the year 2021.

F. A deed of cancellation/revocation of the Said Power Of Attorney dated the 29th day of January, 2021 was also executed and registered in the office of the Additional Registrar of Assurances-III, in Book No. IV, Volume No. — pages — to —, having deed no. 91 for the year 2021 by and between the Owner and the said Puri Nanu Creators LLP.

G. Upon execution of the abovesaid two deeds of cancellation, the obligations of the Owner and the said Puri Nanu Creators LLP came to an end and/or stood cancelled in respect of the Said Property.

H. The Owner, has now approached the Developer herein and has since agreed to the development of the Said Project Land by the Developer on the terms and conditions mentioned below.

I. The Parties have mutually agreed and framed a Scheme for development of the Said Project Land and accordingly the Owners shall; (i) do or cause to be done all deeds and things at its costs

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and expenses to satisfy the Developer as to the title of the Owner to the Said Project Land, (ii) answer all requisitions on title put up by the Developer and at its own costs and expenses make out marketable title, free from all encumbrances and grant and/or shall deemed to have granted a license and/or permission to enter the Said Project Land upon execution of this Agreement for the purpose of taking up development of the Said Project Land, (iii) be responsible for any litigation related to the title of the Owner to the Said Project Land and shall bear all costs associated in that respect, (iv) render all possible co-operation to the Developer and/or obtain all no objection certificate(s)/permission(s)/approval(s) etc. as maybe so required in order to enable the Developer to obtain best possible and/or achievable FAR.

J. The Developer, in terms of the said scheme shall, (i) develop the Said Project Land at its own costs and expenses and be solely liable to do all acts deeds and things relating to planning of the project, preparation/sanction/revision of the building plans and obtaining all permissions from the competent authorities and clearances and no objection certificates for construction and marketing of the project and construction of the building /complex thereon and/or making the same fit for construction, habitation and marketing and providing insurance during the entire period of construction and/or during the period of warranty and defect liability for at least five years from the date of completion of the building / complex on the Said Project Land, (ii) always remain liable or responsible to the Owner to comply with its obligations and/or commitments towards the Owner under this agreement, notwithstanding the method of development the Developer may






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adopt in future (iii) to settle and reimburse all cost and expenditure born by Puri Nanu Creators LLP

NOW THEREFORE THE PARTIES HERETO, in consideration of the mutual covenants, terms and conditions and understandings set forth in this agreement and other good and valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, the parties with the intent to be legally bound by this agreement hereby agrees as follows:

1. **DEFINITIONS:**

Unless in this agreement there be something contrary or repugnant to the subject or context the following words as mentioned hereunder shall have and/or continue to have the following meanings: -

ADVOCATES shall mean Shri Chandra Prakash Kakarania, Advocate of Room No. 96, 3rd Floor, Right Block, 10, Old Post Office Street, Kolkata - 700 001.

AGREEMENT shall mean this Agreement along with all annexures and schedules attached hereto and all instruments supplemental to or in amendment or furtherance or confirmation of this Agreement, entered into in writing, in accordance with its terms, including the power of attorney;

ARCHITECT shall mean Shri Amber Chandgothia "Amber Creation" of 90B, School Row, Kolkata - 700025 or such person or persons who may be appointed by the Developer as the Architect for the Complex/Project. At 9/1B, Bakery Road, Hastings, Kolkata - 700022 within KMC Ward No. 75, Borough No. IX, P.S. Hastings.

ASSOCIATION shall mean the association to be formed and/or constituted for the common purposes under the applicable law(s) having such rules, regulations and restrictions as may be deemed






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The Registrar General of India
New Delhi
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proper and necessary by the Developer not, however, inconsistent with the relevant law(s).

PARKING SPACE shall mean all the vehicle parking spaces in the Complex, whether open or covered, expressed or intended to be reserved for parking of motor cars/scooters/other vehicles, as the case may be.

COMMON AREAS, FACILITIES AND AMENITIES shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, overhead water tank, water pump and motor, drive-ways, common lavatories, generator, transformer, if any, fire fighting systems, rain water harvesting areas, if any, and other facilities in the Complex, which may be decided by the Developer in its absolute discretion or as may be so required under the relevant law(s) and so provided by the Developer and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Complex.

COMMON EXPENSES shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses for the Common Purpose which shall arise after obtaining Completion Certificate and to be contributed, borne, paid and shared by the transferees.

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



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Additional Registrar
Karnataka

29 JUL 2021

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Units exclusively and the Common Areas, Facilities and Amenities in common.

COMPLEX shall mean the residential building / complex with open areas, as so sanctioned by the competent authority, to be constructed, erected and completed by the Developer on the Said Project Land, in accordance with the Plan.

DEPOSITS/EXTRA CHARGES/TAXES (EDC) – shall mean the amounts as mentioned in the **SECOND SCHEDULE** hereunder to be deposited/paid by transferees of the units to the Developer and also payable by the Owner and the Developer for the unsold portions/unit(s) of their respective allocations.

AIR CONDITIONING CHARGES (A.C CHARGES) : shall mean the amounts as mentioned in the **SECOND SCHEDULE** hereunder to be deposited/paid by transferees of the units to the Developer and also payable by the Owner and the Developer for the unsold portions/unit(s) of their respective allocations.

DEVELOPER'S ALLOCATION shall mean **40% (Forty percent)** of the total realization from sale of constructed areas of the Complex to comprise in various flats, units, apartments, and/or constructed spaces of the buildings to be constructed on the Said Project Land **TOGETHER WITH** the share in the same proportion in vehicle parking spaces (open and covered) **TOGETHER WITH** the undivided proportionate impartible part or share in the Said Project Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities.

DEVELOPMENT RIGHTS shall include (but not be limited to), *inter alia*, the right, power, entitlement, authority, sanction and permission to:

- (i) enter upon and take permissive possession of the Said Project Land in terms of this agreement for the purpose of development and construction of the Project and to






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- remain in such permissive possession until the completion of the Project;
- (ii) to demolish the existing structures on the Said Project Land (if any);
 - (iii) To remove and/or relocate the Tenants at the cost and expenses of the Owner being the party of the First Part.
 - (iv) to put up a sign board at the Project site with brief description of the impending Project to be developed with both the Developer's and the Owner's name inscribed therein.
 - (v) appoint, employ or engage architect, surveyors, engineers, contractors, sub-contractors, labor, workmen, personnel (skilled and unskilled) or other persons to carry out the planning, design, development and construction of the Project;
 - (vi) to carry out planning, design, all the infrastructure and related work/ constructions for the Project, including leveling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations, landscaping and all other common areas and facilities for the total built up area to be constructed on the Project land as may be required by any approvals, layout plan, or order of any governmental authority; and to set up site offices, marketing offices and construct sample homes/ apartments/ units;
 - (vii) to launch the project for booking and receive advances on sale of units in the Project from the intending purchasers and to exercise full, exclusive and irrevocable marketing, in respect of the apartments units and





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National Board of
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related undivided interests in the Said Project Land and enter into agreements of transfer with all intending purchasers of the apartments units and on such marketing, or sale, to receive proceeds and give receipts and hand over Ownership, possession, use or occupation of the units to the intending purchasers;

- (viii) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the development rights and in connection with all the marketing, of the apartments units, including execution/ registration of the unit agreements being duly vetted and approved by the Ld. Advocate of the Owner, appear and present for registration before the jurisdictional registrar or sub registrar towards registration of the documents for sale, lease or transfer of the units;
- (ix) manage the Said Project Land and the common areas constructed upon the Said Project Land till the completion of the Project and transfer/ assign such right of maintenance upon formation of the association and to retain all benefits, consideration etc. accruing from such maintenance of the Project and handover the Project to the association on its formation;
- (x) apply for and obtain any approvals in the name of the Owner or wherever required under the applicable law in the name of the Developer, including any temporary connections of water, electricity, drainage and sewerage in the name of the Owner for the purpose of development and construction and completion of the Project or for any other exploitation of the development rights in the Project as per this agreement;





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- (xi) generally, do any and all other acts, deeds and things that are ancillary or incidental for the exercise of the development rights, including any right(s), if any, stated elsewhere in this agreement.

ENCUMBRANCE means any mortgage, lien, charge, non-disposal or other restrictive covenant or undertaking, right of pre-emption, easement, attachment or process of court, burdensome covenant or condition and/or any other arrangement which has the effect of constituting a charge or security interest or other third party interest or negative lien which could affect the construction and development and/or ownership of the Project;

SAID PROJECT LAND - shall mean All That the piece and parcel of land more fully described in the First Schedule hereto.

MAINTENANCE-IN-CHARGE - shall mean and include such agency or any outside agency to be appointed by the Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

MARKETING - shall mean selling, with any space in the Complex to any transferee for owning and occupying any flat, unit, apartment, and/or constructed space by the Developer for self and/or on behalf of the Owner in terms hereof.

NEW BUILDINGS - shall mean the new residential buildings in the Complex to be constructed, erected and completed in accordance with the Plan on the Said Project Land.

OWNER'S ALLOCATION - shall mean **60% (Sixty percent)** of the total realization from sale of constructed areas/Saleable area of the Complex to comprise in various flats, units, apartments, and/or constructed spaces of the buildings to be constructed on the Said Project Land **TOGETHER WITH** the share in the same proportion in



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Registrar of Assurances

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vehicleparking spaces (open and covered), **TOGETHER WITH** the undivided proportionate impartible part or share in the Said Project Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities.

PLAN - shall mean the plan being Plan No. 2014090039 dated 04.09.2014 already sanctioned by the Kolkata Municipal Corporation (KMC) and and revised & revalidated on 18/02/2020 by said KMC and/or any other plan which maybe so submitted for revision in future, if any, after complying with all applicable laws either under advice or on the recommendation of the Architect as decided by the Developer from time to time and approved by the sanctioning authorities under the relevant law(s).

PROPORTIONATE OR PROPORTIONATELY - according to the context shall mean the proportion in which the revenue from the sale of space and/or spaces, as the case may be, shall be shared between the Owner and the Developer.

SALE PROCEEDS shall mean and include all amounts, considerations and receipts, whether one time or periodical, as may be received and collected from the Intending Purchasers for (a) transfer of the Unit(s) and proportional undivided interest in the Said Project Land to Intending Purchasers; (b) transfer of the right of exclusive parking areas/ spaces; (c) floor rise charges, if any (d) Preferential location charges, if any, **BUT** shall not include any amounts received or collected by the Developer towards:

- (i) GST or any other present or future taxes/cess or any other statutory or government levies or fees/ charges on development, construction or sale/transfer of any units or otherwise on the Project;
- (ii) electricity/ water or any other utility deposits;



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Assistant Secretary to Government
Karnataka State Council of Educational Research and Training

29 July 2020

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- (iii) moneys collected/ received from the Purchasers for providing facilities/ utilities including electricity, water, club charges, genset, video door, intercom , air conditions amenities/ equipment etc.;
- (iv) monies collected towards maintenance and/or contribution towards corpus fund, any amount received from the prospective Purchasers towards legal charges, share money, society membership fees, stamp duty, registration fee, documentation charges for transfer of Unit(s) and other incidental and allied costs, expenses, of all deeds, documents, agreements, collected from the prospective purchasers, share application, maintenance charges;
- (v) all fitment charges, furniture, machineries, equipment, furnishing, tools, etc., if any, to be provided to unit/ apartment; as per buyer's requisition
- (vi) payment which may solely realized and appropriated by the Developer; and
- (vii) the reimbursable costs receivable from the Owner.
- (vii) club charges

TITLE DEEDS - shall mean the documents of title of the Owner in respect of the Said Project Land mentioned in the **THIRD SCHEDULE** hereunder written and the documents of title of the Owner as available in respect of the Said Project Land.

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






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TRANSFeree/PURCHASER – according to the context shall mean all the prospective or actual transferees who would agree to purchase or shall have purchased any Unit in the Complex and for all unsold Unit remaining on completion of the Project and/or in case of space allocation any time in future, for Units remaining unsold in the Owner Allocation shall mean the Owner and for all unsold Unit and/or Units in the Developer's Allocation shall mean the Developer.

2. **INTERPRETATION:**

In this agreement save and except as otherwise expressly provided –

- i) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- ii) the division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- iii) when calculating the period of time within which or following which any act is to be done or step to be taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- iv) all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.





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Additional Registrar of
Assam

9 JAN 2011

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- v) the words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.
- vi) Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.
- vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified or supplemented the aforesaid recitals shall form integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

3. **OWNER'S REPRESENTATIONS:** The Owner has represented to the Developer as follows: -

- (a) The Owner trace its title from its predecessors in interest and possess clear, marketable, unfettered, absolute and unrestricted right, title and interest and pursuant thereto is seized and possessed of and/or otherwise well and sufficiently entitled to the Said Project Land which is properly identified by metes and bounds. No person other than the Owner has any right, title and/or interest, of any nature whatsoever in the Said Project Land or any part



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thereof and the Owner has made all payments to be made in terms of the sale deed/ documents under which the Said Project Land was acquired and there are no impediments, defaults, omissions or constraints whatsoever with regard to the rights, Ownership, titles, estate, privileges and interests vesting in the Owner. All current and antecedent title documents have been duly registered and stamped at the correct valuation of the Said Project Land as required under law;

- (b) The Owner has full right, power and authority to enter into this Agreement.
- (c) The Owner represent that it has made all material disclosures in respect of the Said Project Land and have provided all information in relation to the transactions contemplated herein and all original documents of title of the Owner and all other title related documents as applicable (such as Powers of Attorney, Wills, Probates, Letters of Administration, Heirship certificates, Faraznama and/or sworn affidavits affirming heirships and Court Order granting permission to Trusts, if any, enabling purchase or sale of land etc. wherever necessary with regard to the chain of title) are in its custody and the Owner shall deposit the same in the custody of the Developer's Advocates, whom the parties have agreed to appoint as the Escrow Agent , to be held in Escrow and after formation of the Association, to be handed over to the Association of Apartment Owner.





Additional Secretary of
Agriculture

01 JAN 2019

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- (d) No part of the Said Project Land is affected by the West Bengal Thika Tenancy (Acquisition & regulation) Act 2001 or the erstwhile Kolkata Thika and other Tenancies and Lands (Acquisition and Regulation) Act, 1981 as amended upto date.
- (e) The Owner shall do or cause to be done all deeds and things at its costs and expenses to satisfy the Developer or its Advocates as to the title of the Owner to the Said Project Land and agree to ensure that no other person, acting under or through it, does, any act of commission or omission that (i) interferes with or causes any obstruction or hindrance in the exercise of any of the Development Rights by the Developer; or (ii) whereby the grant or assignment of the Development Rights or the rights of the Developer in respect of the Said Project Land are prejudicially affected. In the performance of their duties and the exercise of its rights, powers and authorities under this Agreement, the Owner shall act in the best interests of the Project and shall not, in any manner whatsoever do any act, deed or thing that is detrimental to or against the interests of the Developer.
- (f) The Owner further represents that neither the Owner nor its predecessors held any excess vacant land within the meaning of Urban Land (Ceiling and Regulation) Act, 1976 and if required the Owner shall apply for and obtain necessary no objection certificate from the competent authority under the said Act at its cost and expenses.
- (g) The Said Project Land and all parts of it are free from all kinds of Encumbrance and third party claims including any



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prior sale/ agreement to sell, lease/license/ allotment etc. or any other agreement or memorandum of understanding for sale, gift, mortgage, tenancy, license, trust, exchange, lease, encroachment by or settled possession of a third party or any power of attorney or any other authority, oral or otherwise empowering any other person(s) to deal with the Said Project Land or any part thereof for any purpose whatsoever, claims, loan, surety, security, lien, court injunction, litigation, stay order, notices, charges, disputes, hypothecation, or any other registered or unregistered Encumbrance whatsoever. No part or portion of the Said Project Land has vested under any law in force and The Said Project Land is properly contiguous land and there are no impediments with regard to the development and construction of the Project on the Said Project Land;

(h) The Owner are in absolute compliance of the Applicable Law, all statute, law, land ceiling laws, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration including rules and regulations prescribed by the Kolkata Municipal Corporation (KMC), Kolkata Improvement Trust (KIT) as well as the Land Use & Control Development Plan of the KMDA, having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question as in effect as of the date of this Agreement;





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THE ADULT REGISTRATION SOCIETY
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- (i) No part or portion of the Said Project Land is presently classified as 'industry'.
- (j) There are no structures on the Said Project Land which are recorded as 'Heritage' Property.
- (k) The Said Project Land fall in a Zone having military establishment within 500 meters and the necessary permission had already been obtained by the Owner/ land lords herein
- (l) No suits and/or proceedings and/or litigations are pending in respect of the Said Project Land or any part thereof and same is not involved in any civil, criminal or arbitration proceedings and no such proceedings and no claims of any nature (whether relating to, directly or indirectly) are pending or threatened by or against Owner or in respect whereof Owner are liable to indemnify any person concerned and as far as the Owner are aware there are no facts likely to give rise to any such proceedings.
- (m) The Owner further represent that if any dispute arises in future the Owner shall be responsible for any litigation related to their title to the Said Project Land and in that event, the Owner shall, at their own costs and expenses, settle all disputes, claims, demands, suits, complaints, litigation, etc. in relation to the right, title and interest of the Owner over the Said Project Land and ensure that the development and construction of the Project by the Developer shall not be interrupted, obstructed, hampered or delayed in any manner by such disputes, claims, demands, suits,



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Additional Director of
Assoc. _____

29, 1st 2008

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complaints, litigation, etc. Further, the Owner agree and acknowledge that in the event the Developer incurs any costs, expenses, damages etc. to rectify or remedy the title of the Owner to the Said Project Land, it shall be entitled to deduct such incurred amounts from the Owner' share in the revenue with interest. Alternatively in case the parties adopt the area sharing model in full or in part or for the unsold areas at the end of the Project, as the case may be, then and, in such case the Owner agree to keep a suitable percentage of Owner allocated area in lien in favour of the Developer along with the right to the Developer to sell the same (after getting a confirmation in writing from the Owner of the rates at which such area is to be sold by the Developer) and recover the cost of rectification in the title of the Owner. The Owner further agree that if such defect in their title to their land results in litigation after agreements for sale have been entered into with intending buyers, the Owner would then be obliged to refund all such money received from the Developer along with interest @ 12 % per annum.

- (n) The Owner represent that they shall not (i) initiate, solicit or consider, whether directly or indirectly, any offers or agreements from any third party for the sale/ transfer or disposal of the Said Project Land or any rights or entitlements, including any development rights in the Said Project Land, in any manner whatsoever; (ii) enter into any arrangement or agreement of any nature whatsoever for sale/ transfer or disposal of the Said Project Land (or any rights or entitlements, including any development rights in the Said Project Land), in any manner whatsoever with any other person; (iii) negotiate or discuss with any third party





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the financing, transfer, mortgage of the Said Project Land (or any rights or entitlements, including any development rights in the Said Project Land); and (iv) disclose any information pertaining to this Agreement or the Said Project Land to any other person.

- (o) The Owner represent that no part or portion of the Said Project Land ever belonged to anydebutter trust / or to any Minor ;
- (p) The Owner shall obtain and co-operate with the Developer in obtaining all certificates which may be required, if any, for the purpose of completing the registration of sale deeds or other deeds and /or for transferring the title for undivided share of the Said Project Land in favour of the allottees of spaces in the New Buildings of the Complex after the Developer obtaining and/or causing the Architect to obtain, the Completion Certificate.
- (q) The Said Project Land and/or any part thereof is, not affected by any requisition or acquisition of the Government or any other statutory body or Road alignment of any authority or authorities under any law and the Said Project Land is not attached under any decree or order of any Court of Law or dues of the Income Tax, Revenue or any other Public Demand.
- (r) There is no prohibitory orders, notices of any nature whatsoever of any Municipal Authority, or Statutory Body concerning or relating to or involving the Said Project Land or the Owner pertaining to the Said Project Land. There are



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no court orders or any orders/ directions from any Governmental Authority or any other person, which may have any adverse effect on the Ownership of the Said Project Land vesting with the Owner, the contemplated transaction under this Agreement or on the development and construction of the Project;

- (s) Subject to what has been stated in this Agreement, the Owner has not done and shall not do nor permit to be done, anything whatsoever that would in any way impair, hinder and/or restrict the sole and exclusive appointment of and grant of rights to the Developer under this Agreement including, without limitation, the unfettered exercise by the Developer of the sole and exclusive right to develop the Said Project Land.
- (t) There is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the affairs of the Said Project Land and there are no facts, which may give rise to any such dispute.
- (u) The Said Project Land of the Owner is free of any liability or demand and There is no outstanding property taxes, rates, duties, cess, levies including assessments, water charges, electricity charges, dues or any other charges by the Municipal Authorities or any infrastructure charges, under any Applicable Law, Revenue or any other Authority or department of the State or Central Government nor is there any claim or demand by any person or persons affecting the Said Project Land., However, if at any stage any demand/notice is received from the KMC/ other authority



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(s) in this respect the same shall be borne/ settled solely by the Owner

(v) On or before execution of this Agreement the Owner has and/or shall be deemed to have delivered peaceful permissive vacant possession of the Said Project Land to the Developer for undertaking development of the Project.

(w) The Owner would be able to fulfill and complete all the other obligations set out herein after:

(x) The Owner shall and/or shall be deemed to have given its consent to the Developer to publish appropriate notices of the impending development of the Said Project Land in the leading newspapers.

(y) The Owner has not stood as Guarantor or Surety for any obligation, liability, bond or transaction whatsoever;

(z) The Owner confirm that access to and egress from the Said Land is unconditionally and absolutely available for all purposes from the main road and the Owner have not entered into any arrangement or agreement of any nature with any Person/ third party which in any manner restricts the access/ egress to the Said Project Land from the road and may give rise to any dispute for access.

(aa) The Owner state, declares and assure the Developer that based on its representation of a clear and marketable title to the Said Project Land:





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- (i) the Developer can submit the declaration supported by a sworn affidavit together with the application to the Real Estate Regulatory Authority under the Real Estate (Regulation and Development) Act 2016 for registration of the Project;
- (ii) Obtain Insurance of the title of the Said Project Land as required under the said Act
- (iii) In case, however, the Developer suffers any losses on account of any defect in title of the Owner to the Said Project Land arising in future, the Owner agree to indemnify the Developer.

(bb) For the avoidance of doubts, the representations mentioned above shall survive and continue to be in force and effect from the date of execution of this agreement. The Owner undertake to notify the Developer in writing, promptly within 48 hours, if it becomes aware of any fact, matter or circumstance (whether existing on or before the date hereof or arising afterwards) which would cause any of the representations or warranties given by them herein, to become untrue or inaccurate or misleading, at any point of time.

- (cc) The Owner shall, sign and execute all papers, documents, plans, declarations, affidavits and other documentations required for sanction and construction as and when required by the Developer without any objection of whatsoever nature and within 7 days of the request being made and the documents being made available to the Owner. In addition to the aforesaid, the Owner shall sign, execute and register a General Power of Attorney authorizing the Developer, its affiliates or its officers to act, do and perform all or any of the obligations of the Developer



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mentioned in this agreement. In the event any subsequent steps are required for the reasons of change in law or otherwise to sustain the Developer's Power of Attorney and all powers granted therein, the Owner shall take all such steps and do all such acts including execution and registration of a fresh power of attorney as may be required to provide the authorizations to the Developer throughout the implementation of the Project.

4. **DEVELOPER'S REPRESENTATIONS:** The Developer has represented and warranted to the Owner that the Developer:
- (i) is carrying on business of construction and development of real estate and have sufficient infrastructure and expertise in this field for the same.
 - (ii) shall complete the development of the Said Project Land in accordance with the sanction plans as modified from time to time and other parameters in this regard and in compliance with all applicable laws;
 - (iii) shall at all times perform the duties and undertake the responsibilities set forth in this Agreement in accordance with industry standards applicable to other residential and commercial developers of repute in India offering similar quality and services products and using reasonable, expeditious, economical and diligent efforts at all times in the performance of its obligations;
 - (iv) It shall continue to comply with the terms and conditions of all the consents and all other licenses, permits, approvals obtained or may be obtained in the name of the Owner for






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Companies
29 June 2021

the development of the Said Project Land;

(v) it shall make timely payments of all taxes, cesses, duties, levies and charges and all applicable statutory dues as per applicable law payable by the Developer for the development of the Said Project Land as per the terms and conditions of this Agreement;

(vi) has full power and authority to execute, deliver and perform its obligations under this Agreement.

5. **COMMENCEMENT:**

5.1 The development has already commenced on and from the date which is deemed to be the date of commencement in terms of the Said Agreement and shall be deemed to be continuing to be in effect on and from the date hereof (the "**Commencement Date**") and this Agreement shall remain valid and in force till all the obligations of the Owner and the Developer towards each other stand fulfilled and performed or till this Agreement, is terminated in the manner stated in this Agreement.

6. **STRUCTURING OF THE PROJECT:**

6.1 Subject to the terms and conditions contained herein on and from the execution of this Agreement and/or from the Commencement Date, the Owner shall be deemed to have already exclusively granted and the Developer hereby shall be deemed to have already accepted from the Owner, all the Development Rights in respect of the Said Project Land and the Developer shall be under obligation to;



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- (i) register and/or keep the real estate Project registered with the Regulatory Authority established under the West Bengal Housing Industry Regulation Act, 2017 or any other regulation if enforced in future and keep the commencement certificate of the Project valid till the completion of the Project;
- (ii) develop the Said Project Land according to the plan already sanctioned (with such modifications, alterations etc. as may be thought proper by the Developer and so sanctioned) subject, however, to the Owner complying with their obligations herein contained and subject further to the Owner agreeing to appointment of such associates etc.
- (iii) at its own costs and expenses be solely liable to do and comply with all acts deeds and things relating to (a) Planning of the Project; (b) preparation and get revised Sanctioning of the Building Plans which was sanctioned vide plan no 2014090039 dated 04.09.2014 and revised & revalidated on 18/02/2020 and obtaining all permissions and clearances and no objection for construction and marketing of the Project and (c) Construction of the Project and/or the New Buildings of the Complex and making the same fit for habitation and marketing and providing insurance of the Project during the entire period of construction and/or the period of warranty and defect liability for one years from the date of issue of completion certificate(s).
- (iv) appoint all engineers, staffs, labour contractors etc., at its own costs and risks without any obligations or liability, in respect of laborers etc. upon the Owner in respect thereof and shall also appoint the Architect, Consultants & Surveyors, of the Project.

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(v) All liabilities in case of any accident if happen during construction is on developers.

(vii) Construct and Complete the buildings of the Project, as per the specifications mentioned in the **Fourth Schedule** hereto.

(viii) be deemed to have taken over the vacant and peaceful possession of the Said partly constructed Project from to the Owner for the purpose of development and construction of the Project, and the Developer shall have the right to enter upon the Said Project Land directly or through its affiliates, associates, nominees, agents, architects, consultants, representatives, contractors, and/ or assigns, to do all such acts and deeds required and/or necessary for, exercising the Development Rights and for the implementation and development of the Project. Provided however that, nothing contained herein shall be construed as delivery of possession in part performance of any Agreement of Sale under Section 53-A of the Transfer of Property Act, 1882 or Section 2(47) (v) of Income Tax Act, 1961. The possession of the Said Project Land taken over by the Developer shall be in accordance with and for the purposes of development and construction of the Project and/or the other rights and entitlements as set forth in this Agreement.

(ix) Subject to Force Majeure and/ or any delays owing to defaults of the Owner or any acts, omissions or conduct of the Owner or any persons acting on behalf of the Owner, to complete construction and offer possession of the Units within a period of 24 (twenty four) months with a grace period of 6 months from the date all requisite Approvals for commencement of construction and



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development are obtained by the Developer and within the validity period of the registration of the project (the "**Completion Period**"). The Developer shall, if the Owner may so require, provide a quarterly progress report comprising of the status of the construction and development of the Project. It is clarified that the Parties agree that any delays owing to Force Majeure; and/ or any delays owing to defaults of the Owner or any acts, omissions or conduct of the Owner or any persons acting on behalf of the Owner; shall be excluded from the calculation/determination of the Completion Period which is also extendable on practical/reasonable /market consideration.

- (x) Pay all fees, costs, charges and expenses including professional fees and supervision charges in respect of the above obligations of the Developer except, however, the costs and expenses for performance of the Owner's obligations such as Mutation and title related expenses thereof and the obligation to contribute towards marketing costs in terms hereof, provided always that the Owner shall not be liable for any costs and expenses related to construction of the Project.
- (xi) In the event the Said Project Land is acquired before the commencement of construction by any Governmental Authority under any land acquisition laws, the Parties shall work together to: (i) contest, dispute and take all steps and actions, against such proposed acquisition/ acts of the Governmental Authority; (ii) ensure that the Project is executed and implemented within the remaining part of the Said Project Land.
- (xii) By virtue of the rights hereby granted the Developer is authorized to build upon and exploit commercially the said land by: (1)






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constructing the New Buildings, (2) deal with the spaces in the New Buildings with corresponding undivided proportionate share in the Said Project Land to the extent and on the terms and conditions hereinafter contained.

(xiii) To reimburse all expenditure, cost, expense and GST paid by Purti Nanu LLP

7. **POWERS AND AUTHORITIES:**

7.1 To enable the Developer to specifically perform its obligations arising out of this Agreement and subject to the other terms and conditions of this agreement, the Owner agree and undertake to jointly and/or severally execute, maintain and cause to be registered simultaneously herewith or any time hereinafter an, exclusive general power of attorney ("**POA**") in favour of the Developer. The Developer shall be entitled to appoint one or more substitutes under the said POA for the exercise of any or all of the powers and authorities there under in favour of any of its affiliates. Provided always that the Developer and/or the substitutes of the Developer, as the case may be, shall keep the Owner saved, harmless and indemnified while exercising all such powers and authorities.

7.2 Notwithstanding the Owner granting the aforesaid POA to the Developer, the Owner hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for the purpose of development of the Said Project Land within 7 (Seven) days of the request being made.

7.3 While exercising the powers and authorities under the POA to be granted by the Owner in terms hereof, the Developer shall not do any such act, deed, matter or thing which would in any way infringe



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the rights of the Owner in any manner or put any financial or other obligation claim or liability upon the Owner.

8. **MARKETING COSTS**

The cost of marketing and brokerage of the Project/Complex would be shared by and between the Owner with the Developer to the extent of five percent of the Sale Proceeds of the Owner's Allocation subject, however, to the actual whichever is lower.

9 **SALE PROCEEDS AND DISTRIBUTION:**

9.1 The Owner shall be entitled to 60% (Sixty percent) of the Sale Proceeds as defined in the Definitions above subject to the provisions relating to adjustment therefrom as mentioned herein and the Developer shall be entitled to 40% (forty percent) of the Sale Proceed

9.2 The Developer shall be entitled to receive the entire realizations including earnest money, part payments, consideration, Extras, Deposits and other amounts on any account receivable from the Transferees/Purchasers and other persons. Only the Sale Proceeds, however, shall be deposited in HIRA account or a specified escrow bank account as applicable opened under the single developers signature (the "**Special Account**") and all Transferees/Purchasers will be required to be notified about mentioning of the bank account in the cheques and other instruments for making payments on any account concerning Sale Proceeds of the flats/units within the Project. The developer will distribute all sale proceeding of the said project in the below mentioned ratio and manner after deduction all taxes, GST, cost and expenses of sales and marketing

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- (i) 60% of the Sale Proceeds (as defined in the definitions above subject to adjustments therefrom as mentioned in this agreement) to the Owner.
- (ii) 40% of the Sale Proceeds to the Developer.

9.3 All payment as mentioned as the exclusions in the Definition of the expression "Sale Proceeds" and/or those mentioned in the **SECOND SCHEDULE** hereto shall be directly payable by the Transferee/Purchaser to the Developer and be deposited to the bank account of the Developer.

9.4 The GST and other applicable taxes etc. and cess, as applicable, required to be charged from the Transferees/Purchasers shall be received by the Developer and paid by the Developer directly to the authorities concerned. Any such GST and cess if deposited in the Special Account shall be transferred to the specified account of the Developer for such compliance.

9.5 The Developer shall be and is hereby authorized to issue receipts on behalf of itself and the Owner for the amounts so received which shall fully bind the Owner and the Developer both.

9.6 All payments made by the parties to each other shall be subject to any errors or omissions and the consequent accounting and settlement when detected. Further, in case due to cancellation of any booking or agreements/contracts or any other reason, any part of the Sale Proceeds becomes refundable or payable to any Transferee/Purchaser then, the Owner and the Developer shall refund and pay the same to the extent received by them respectively and if





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any interest or compensation is payable to any Transferee/Purchaser, the Owner and the Developer shall bear and pay the same in the Agreed Ratio.

9.7 It is clarified that the Sale Proceeds shall be distributed as per the above terms and conditions between the Owner and the Developer and the Developer shall not utilize any amount falling to the share of the Owner as above for meeting the cost and expenses for development of the Project.

9.8 The Developer shall maintain proper separate accounts pertaining to the Marketing Costs of the Project.

9.9 The records of Marketing Costs of the Project shall be kept at the place of business of the Developer at its registered office and the Developer shall not change the same without giving advance 15 days' notice to the Owner in respect of the new place so fixed by the Developer. The Owner shall have at all times full and free access and liberty to inspect such separate Books of Accounts of the Developer relating to accounting for Marketing costs of the Project. For the purpose of accounting and settlement the parties shall, if so required by the Developer or found necessary, make all necessary entries and adjustments in their respective books of accounts in respect of their respective shares arising from the Marketing of the Project.

9.10 After fulfillment of this agreement or at Such time as the parties mutually agree, the final accounts pertaining to the entire period of continuance of this agreement shall be made and finalized by the parties.





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9.11 The accounts as on any given date shall be deemed to be final and accepted (save for any errors or omissions on the face of the record) if no objection from any party is received in respect thereon within 45 days of such given date.

9.12 All Extras and Deposits as mentioned in the **Second Schedule** hereunder and/or otherwise, that may be taken by the Developer from the Transferees/Purchasers (including the Transferees/Purchasers of the Owner's Allocation) shall be taken and utilized separately by the Developer and the Owner shall have no concern therewith. If the Developer desires to add any Extra or Deposit beyond those mentioned in this agreement, the Developer shall obtain the consent of the Owner which consent shall not be unreasonably withheld by the Owner. The amounts taken by the Developer on account of maintenance deposit shall be kept by the Developer unutilized for any other purpose.

10. **DEALING WITH SPACES IN THE NEW BUILDINGS:**

10.1 The Owner agree and undertake that (i) the Developer shall have the exclusive right to launch the Project, name the Project, logo, display, project details and also signage/ display rights (whether on hoardings or on terraces or otherwise) and to sell/ license/transfer all the spaces in the New Building(s), in such manner and on such terms, as may be deemed appropriate by the Developer, in its sole and absolute discretion; (ii) the name and/or identification numbers given to the new Buildings or portions thereof of the Project shall be displayed in a manner as may be decided by the Developer in its sole discretion; (iii) no signboard, hoarding or any other logo or sign shall



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be put up by the Owner on the New Buildings on the exterior of the New Buildings or on the outer walls of the New Buildings of the Project; and (iv) the Owner shall not do any act or thing that may adversely affect the aesthetic appearance/beauty of the New Buildings of the Project nor do anything which may cause nuisance or obstruction or hindrance to the Intending Purchasers.

10.2 All the spaces in the New Buildings will be marketed by the Developer through marketing agencies to be appointed by the Developer (collectively "**Marketing Agents**") and the Marketing Agents shall act on behalf of the Owner and the Developer. It is agreed and recorded that both the Developer and the Owner shall bear and pay all cost charges and expenses of whatsoever nature in respect of marketing and advertising of the constructed areas of the New Buildings of the said Project in their respective proportion of allocation which shall on actual subject to a maximum of 5% of the Sale Proceeds of all the constructed areas of the Said Project,

10.3 In marketing the said Project, name and logo of Developer and also Owner only would be boldly displayed in all marketing materials.

10.4 The Developer shall ensure that the advertising and marketing is carried out in a manner that is consistent with and not in derogation of or conflict with any of the terms or provisions of this Agreement and the Applicable Laws.

10.5 Subject to other terms and conditions mentioned herein the Developer shall be exclusively entitled to and shall have exclusive right to transfer or otherwise deal with or dispose of the Unit(s) in the Project in such manner and on such terms and conditions as the Developer may deem fit and proper. The Parties hereby agree that the





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Government of Karnataka

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price and payment schedule for transfer of the Units shall always be decided by the Developer in consultation with the Owner.

10.6 The Developer shall (in consultation with the Owner) determine the price for sale or disposal of the spaces in the New Building/s to be constructed by the Developer on the Said Project Land keeping in view the economics and market response of the Project. The Developer shall not sell or market any transferable areas below such basic price unless the price is revised by mutual consent of the Parties.

10.7 (i) The Developer shall periodically revise the rates for sale of various types of transferable areas and the same shall be adhered to. In case the Owner are not willing to sell at the price as decided by the Developer then in that event, the Parties may decide to mutually allocate those unsold areas which are the subject matter of disagreement, and in that event the parties shall immediately mutually allocate the concerned unsold areas separately amongst themselves on equitable basis block wise as per the said ratio and thereafter the sharing of the proceeds of the aforesaid allocated areas will stop and each party will sell their allocated space independently and in that case the Owner's marketing expense shall not be applied to such allocated area and Brokerage will not be applicable and will be paid directly by the Owner and the Developer to the Agent.

10.8 The Parties hereby agree, undertake and acknowledge that, (i) all agreements for sale allotment of Units/ flats or any other space/ area in their respective shares in the Said Project Land; and (collectively the "**Unit Agreements**"), shall be prepared by the Advocates and further the Developer shall have all right, power and authority to execute and register the Deed of Conveyance for the Unit(s) and the proportionate undivided interests in the Said Project





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(as per draft of the deed as prepares by the Advocate) in favour of the Intending Purchasers of the Unit(s). The Owner, as and when called upon by the Developer, shall join and execute all such Deeds of Conveyance in such capacity as may be appropriate in the context. The Owner agree and undertake to execute simultaneously herewith or any time hereinafter a general power of attorney in favour of the Developer authorizing the Developer, inter alia, to enter into agreements, arrangements with Intending Purchasers and execute and present for registration deeds of conveyances for undertaking to transfer and/or transfer of the Units along with the undivided proportionate share in the Said Project Land comprised in the Units to the Intending Purchasers. The stamp duty and registration fees on any such Power of Attorney shall be paid by the Developer.

10.9 The Developer and Owner shall execute and register with the appropriate registering authorities Deeds of Conveyance or other document for transferring and/or demising of any saleable space in the New Buildings as aforesaid unto and in favour of the intending purchasers / transferees and the cost for stamp duty and registration charges in respect thereof shall be borne by the intending purchasers / transferees as the case may be. For separate developer's Allocations (in case units remaining unsold or retained by the Developer), the Owner shall execute the deeds of conveyance in respect of the land share attributable to such completed units forming part of the Developer's Allocation in any phase only upon full payment of amounts due and payable to the Owner in terms of this agreement or in case of unsold units and/or retained unit from out of the Owner Allocation only upon delivery of the completed separate owner's allocation in such phase/Block by the Developer to the Owner. For separate Owner's Allocation (as aforesaid), the Developer shall, if so






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required by the Owner, join in as party to any agreement or deed in favour of the Transferees.

10.10 The Developer and the Owner or their associates shall be entitled to transfer their respective allocations or any portion thereof and other remaining area of whatsoever nature of the New Buildings separately and if for any reason whatsoever the same or any part thereof is agreed to be transferred jointly then the parties hereto shall join in such deed accordingly.

10.11 The Owner shall also be liable for the actual proportionate common expenses in respect of any separately allocated unsold Units/retained units delivered to the Owner.

10.12 It is agreed and recorded that all Agreements, Deeds of Conveyance or any other papers and documents in respect of the transfer of any areas in the New Buildings shall maintain uniformity in respect of the restrictions, stipulations, covenants, terms and condition for the use and occupation thereof applicable to transferees together with amenities and facilities therein as are stipulated in this agreement or that would be drafted by the Advocates and the parties hereby undertake to each other that neither of them shall deviate from such restrictions stipulations, covenants, terms and conditions.

11. SHARE OF OWNER' AND DEVELOPER IN THE DEVELOPMENT

- (i) It is clearly agreed by and between the parties that in the case of revenue sharing model the total realization from sale and transfer of all saleable spaces in the project shall be allocated amongst the parties in the manner as follows:

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Department of
Library Science

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- (a) To the Developer - 40 % (forty percent) ✓
 (b) To the Owner - 60 % (Sixty percent) ✓

(ii) If at any stage of development, the parties decide to adopt the space sharing model then, and in such event the constructed spaces remaining unsold shall be shared by the parties in the aforesaid ratio to be equitably allocated amongst the parties by metes and bounds separately identified by executing an Allocation Agreement. In such event, if Project finance is availed, then the Funding Banker/Financial Institute shall be entitled to carry out re-appraisal of the funding status on that date and make necessary amendment to the existing funding scheme so as to release the Owner allocation.

12. MUNICIPAL TAXES, OTHER TAXES AND OUTGOINGS:

12.1 All Municipal rates and taxes or land revenue and outgoings (collectively "**Rates**") on the Said Project Land relating to the period prior to the date of execution hereof shall be borne, paid and discharged by the Owner and such dues shall if detected hereafter is also to be borne and paid by the Owner as and when called upon by the Developer, without raising any objection thereto.

12.2 As from the date of handing over possession of the Said Project Land by the Owner to the Developer in terms of this agreement, the Developer and the Owner shall proportionately (in the sharing ratio agreed in this agreement) pay the Rates & Taxes of the Municipal Corporation only in respect of the Said Project Land till such time the New Buildings are ready for occupation upon issuance of statutory Completion Certificate in respect thereof and, after which, the Transferees shall become liable and responsible for payment Provided

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International Director of
Geneva, Switzerland

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Geneva, Switzerland

That in case the Developer is liable to pay any Rates in respect of unsold and unallocated portions of duly completed New Buildings, the Owner shall reimburse proportionately their part of the same to the Developer.

12.3 It is agreed and recorded that the Owner and the Developer and/or their respective intending Purchasers (in case of unsold units or retained units of the Owner and the Developers) shall be liable to bear and pay, GST or any other kind of tax or imposition or burden as may be payable and/or applicable. In case the parties decide to follow the area sharing model, the Developer will be entitled to hold a lien over the Owner's allocation for recovery of GST accruing on the sale of Owner's allocation.

13. **POST COMPLETION MAINTENANCE:**

13.1 On completion of each phase/block of the Project the Developer shall give a notice to the Owner informing thereabout. Before giving notice as aforesaid, the Developer shall obtain the statutory Partial/Completion Certificate from the concerned municipal authorities in respect of the area forming part of such notice.

13.2 In case of separate allocation of any part of the Owner's Allocation in terms hereof and the same remaining unsold, on and from the date of expiry of the notice of Completion given in respect of the phase containing the and subject to the Developer having complied with its obligations regarding the construction and completion thereof in terms hereof including obtaining completion certificate of such areas, the Owner shall be deemed to have taken over possession for the purpose of determination of liability and shall become liable and responsible for the payments of maintenance






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charges (at the same rate as the Developer would pay the same for the separately allocated and unsold areas forming part of the Developer's Allocation) and Rates in respect thereof irrespective of the fact whether actual physical possession was taken or not.

13.3 The Parties and/or their respective nominees/transferees shall punctually and regularly pay the maintenance charges, Rates for their respective allocations to the concerned authorities/Maintenance in charge in accordance with the terms and conditions hereof.

13.4 The Developer shall in due course, take steps for termination of Association under the relevant law (s) upon completion of the Project to enable the intending purchasers to look after, manage and administer maintenance work of the Units in the New Building (s) constructed on the Said Project Land and also to realise the monthly maintenance charges and incur costs and expenses for the maintenance.

13.5 Till the intending purchaser completes the formalities for formation of the Associate and take hand over of the Project the Developer shall be responsible for the management, maintenance and administration of the New Buildings or at its discretion appoint an agency to do the same. The Owner hereby agree to abide by all the common rules and regulations to be framed for the management of the affairs of the New Buildings.

13.6 The Developer or the Agency to be appointed shall manage and maintain the Common Portions and services of the New Buildings and shall collect the costs and service charge therefor (the "**Maintenance Charge**"). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Buildings, land tax, water,





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electricity, sanitation and scavenging charges and also occasional repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments and all other expenses incurred for common purpose.

14. INDEMNITY:

14.1 The Developer shall indemnify and keep the Owner saved, harmless and indemnified from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the construction of the New Buildings including any act of neglect or default of the Developer's contractors, employees or violation of any permission, rules regulations laws or bye-laws or arising out of any accident or otherwise or violation or breach of its obligations hereunder by the Developer or any attorney appointed under the powers of attorney to be granted by the Owner in pursuance hereof.

14.2 The Owner shall indemnify and keep the Developers saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developers in the course of implementing the Project including marketing thereof for any successful claim by any third party for any defect in title of the said land or any of their representations being incorrect. Further to the aforesaid, the Owner will separately execute and register an Indemnity in favor of the Developer, if required by the Developer.

15. MISCELLANEOUS:





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15.1 The agreement entered into by and between the Parties herein is and shall be on principal to principal basis.

15.2 The Owner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

15.3 Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

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

15.5 If the Developer desires to register this Agreement they shall make payment of appropriate stamp duty and registration charges. The Owner shall however provide all co-operation to the Developer to do that including being present before the registering authorities as and when required by the Developer.

15.6 It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of Owner. Further, various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein. The Owner hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorisation as may be required by the Developers for the purpose and the Owner also undertake to sign and execute all



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additional applications and other documents, provided that all such acts, deeds matters and things do not in any way infringe on the rights of the Owner and/or go against the spirit of this Agreement.

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

15.8 The Owner shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owner indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Developer's Allocation. Similarly, the Developer shall not be liable for any Income Tax or Wealth Tax in respect of transfer of the Owner' Allocations and the Owner shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Owner' Allocations.

16. **DEFAULTS:**

16.1 The following shall continue to be the events of default if the Owner fails: -

- a) to do or cause to be done all deeds and things at its costs and expenses to satisfy the Developer as to the title of the Owner to the Said Project Land.
- b) to comply with the obligation contained herein.
- c) to perform its obligations under the Agreement.

16.2 The following shall continue to be the "events of default" if the Developer fails to:

GS





Department of
Agriculture

9 JUN 2000

...

- a. Complete the construction of the New Buildings on the Said Project Land within the specified time frame.
- b. Pay the Sale Proceeds of the Owner Allocation (after applicable and agreed deductions) to the Owner.
- c. to comply with the obligation contained herein.
- d. to perform its obligations under the Agreement.

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

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

16.5 On expiry of the said period of notice, if the defaulting party are the Owner, then the Developer shall be entitled to take over the responsibility of the defaulted item or items upon itself on behalf of the Owner and shall be entitled to complete the same at the, costs and expenses of the Owner. If the Developer for reasons other than Force Majeure delays in completing the Project and in handing over delivery of possession the Developer shall monetarily compensate the Owner to the extent of Rs. one lac per month for the period of delay and shall also be responsible for all costs, penalties and consequences which may become payable due to the intending purchasers or to the authorities etc, as the case may be, and will keep the Owner indemnified against these eventualities.

17. **FORCE MAJEURE:**





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17.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Indenture, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of any act or omission of the Party so prevented or breach by such Party of any of its obligations under this Indenture or which could have been prevented by the party so prevented it by being diligent, vigilant or prudent, including, without limitation, flood, fire, explosion, earthquake, subsidence, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or any relevant Government or Court orders materially affecting the continuance of the obligation or any local issues beyond the control of the Developer which may hamper the implementation of the Project such as Strike, lockout, pandemic such as Covid 19, lockdown due to pandemic or any epidemic, non-availability of materials or other labour difficulties or existence of any adverse condition which causes a material or adverse effect or impact on the Project and/or the Land resulting in stoppage or suspension of work.

17.2 If Owner or the Developer is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such further time after the cessation, as mentioned in the preceding clause hereto. Neither the Owner nor the Developer shall be held responsible for any





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consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

17.3 In the eventuality of Force Majeure circumstances the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the completion thereof.

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

18. **ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreement between the Parties, oral or implied and shall be deemed to have taken effect on and from the date hereof and shall remain in force till the Completion and neither Party shall, except as provided in clause 25 below, have the right to terminate this Agreement, till the Completion of the development of the Project on the Said Project Land.





[Handwritten signature]

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ಕಚೇರಿ
ಬೆಂಗಳೂರು
ಕೆ.ಆರ್.ಪೇಟೆ
ಕೆ.ಆರ್.ಪೇಟೆ

19. AMENDMENT/MODIFICATION:

No amendment or modification of this agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.

20. TERMINATION

The Owner recognize and acknowledge that the Developer has invested and will further be investing substantial sums of money and time in the Project and has entered into this Agreement on the specific understanding that the Owner shall not be entitled to terminate this Agreement for any reason whatsoever.

21. ORIGINAL/CERTIFIED COPY

The registered original Agreement will be retained by the Developer and the certified copy will be preserved by the Owner.

22. ASSIGNMENT AND SUB CONTRACT

22.1 The Developer shall at all times be permitted to assign its rights, obligations and interest under the Said Agreement (or part thereof) and/or this agreement, Development Rights, Project and/or built up area only to its affiliate/ subsidiary company with the prior written consent of the Owner and in case of assignment to any third party prior written consent of the Owner will be required.

22.2 The Developer shall at all times be entitled to engage and contract out construction/ development of the Project or any specific aspect to any sub-contractor/ contractor on such terms and conditions as the Developer may deem fit and appropriate.

22.3 The Owner shall not assign any rights and obligations contained





[Handwritten signature]

Secretary, Ministry of
Agriculture, Government of India

29/11/2021

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herein to any person without prior written permission of the Developer.

23. FURTHER ACTS

Each Party will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Agreement and each of the transactions contemplated under this Agreement. Without limiting the generality of the foregoing, if the Approvals of any Governmental Authority are required for any of the arrangements under this Agreement to be effected, each Party will use all reasonable endeavors to obtain such Approvals.

24. AUTHORIZATION

The persons signing this Agreement on behalf of the respective Parties represent and covenant that they have the authority to sign and execute this document on behalf of the Parties for whom they are signing.

25. CONFLICT

To the extent that there is any conflict between any of the provisions of this Agreement and/or the Said Agreement, the provisions of this Agreement shall prevail to the extent permitted by the Applicable Law.

26. SPECIFIC PERFORMANCE OF OBLIGATIONS

The Parties to this Agreement agree that, to the extent permitted by the Applicable Law, the rights and obligations of the Parties under this Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party.

Be



[Handwritten signature]

12.12.2020

27. NOTICE:

27.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, or by facsimile transmission or registered post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time). So far as the Owner and Developer are concerned the notice should only be given to:

- a) **In case of the Owner:**
LEMON CONSTRUCTIONS PVT. LTD
29/1, Kalabagan Lane,
Howrah- 711104
- b) **In case of the Developer**
PANSARI DEVELOPERS LIMITED
14, N.S. Road,
Kolkata- 700001

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

27.2.1 If delivered personally, at the time of delivery and duly received.

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

27.2.3 If sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next





국립중앙도서관

following the time of transmission, in the place to which the facsimile was sent.

- 27.3 In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by courier, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

28. **ARBITRATION:**

The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement as also disputes as to the quantum of the costs and expenses if any (collectively "**Disputes**"), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties. If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes, if not solved/settled, shall be referred to, and finally resolved by, arbitration by an Arbitration Tribunal (consisting of three persons one to be appointed by each of the party and the third to be appointed by the two arbitrators so appointed) formed in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made thereunder.





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The arbitration shall be conducted in English and venue shall be Kolkata only.

29. **JURISDICTION:**

Only Courts having territorial jurisdiction over the Said Project Land shall have jurisdiction in all matters arising herefrom.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(SAID PROJECT LAND)

ALL THAT the brick built messuages, tenements, hereditaments dwelling house sheds structures and premises together with the piece and parcel of land thereunto belonging whereon or parts whereof the same are erected and built containing an area of 23.2 Cottahs be the same a little more or less situate lying at and being premises No.9/1B, Bakery Road, Kolkata - 700 022 delineated in Colour "**GREEN**" on the plan annexed hereto.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(DEPOSITS/EXTRA CHARGES/TAXES)

- Special Amenities/Facilities: provision of any special amenities/facilities in the common portions including Club Facilities and Development charges etc.
- Upgradation of fixtures and fittings: improved specifications of construction of the said complex over and above the Specifications described.
- Sinking Fund:

B+

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Additional Secretary of
Revenue

29 JAN 2001

Revenue Department

- Transformer and allied installation: Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipments.
- Diesel Generator Installation Charges.
- Legal Charges
- Taxes: deposits towards Municipal rates and taxes, etc.
- Stamp Duty, Registration Fees, Service Tax and any other tax and imposition levied by the State Government, Central Government or any other authority
- Common Expenses/Maintenance Charges/Deposits: proportionate share of the common expenses/maintenance charges as may be levied.
- Formation of Association/Holding Organization
- Electricity Meter: Security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Complex, at actual.
- Internal Layout Change: any internal change made in the layout of the Owner's Allocation and/or upgradation of fixtures and fittings.
- Charges for extra facility namely swimming pool, Gym, Sport etc.
- Charges for air conditioners .

THE THIRD SCHEDULE ABOVE REFERRED TO:

(TITLE OF THE OWNER)

One Berthold Vyapaar Private Limited purchased the Said Project Land by a registered deed of conveyance dated 20th October 2011 which was registered at the Office of ARA-II-KOLKATA, Calcutta in Book No. 1, CD Volume No. 52, Pages 1489 to 1538 being deed No. 13345 for the






26

2000-2001

year 2011 executed by one Srei Equipment Finance Private Limited as Vendor in favour of the said Berthold Vyapaar Private Limited as the purchaser therein, which was subsequently merged and / or amalgamated with Lemon Constructions Private Limited vide order dated 10.02.2016, passed by the Hon'ble Justice Biswanath Somadder, High Court, Calcutta vide company petition no. 426 of 2015 connected with CA No. 268 of 2015 thus the said Lemon Constructions Private Limited, became the Owner of the Said Project Land.

THE FOURTH SCHEDULE ABOVE REFERRED TO AS:
(SPECIFICATIONS OF PROJECT)

- a. Flooring : Vitrified Flooring/ marble, granite, stone
- b. Kitchen : Flooring of Ceramic Tiles/ marble, granite, stone ,
Dado of Ceramic(2ft), Granite Top Counter
- c. Door : Flush Doors (Main Door with Lock)
- d. Bathroom : Flooring of Ceramic Tiles/ marble, granite, stone ,
Walling of Ceramic Tiles (7Ft), White colour sanitary Fittings
- e. Wall : Plaster Of Paris
- f. Bedroom : Vitrified Tiles Flooring
- g. Window : Aluminum Sliding
- h. Electricals : Copper Wires with modular switches
- i. Plumbing : Concealed Pipes






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

SIGNED, SEALED AND DELIVERED

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

1. Nikita Khaitan
10 old Post office Street,
Kolkata - 700001

LEMON CONSTRUCTIONS PRIVATE LIMITED
Sajeer Saigal
Director

2. Akshay Kaurania
10, old Post office Street,
Kolkata - 700001

SIGNED, SEALED AND DELIVERED

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

1. Nikita Khaitan

PANSA
PANSAL
Sajeer Saigal
Director

2. Akshay Kaurania

Drafted by

C. P. Kakarania
C. P. Kakarania,
Advocate, High Court
WB/572/1987

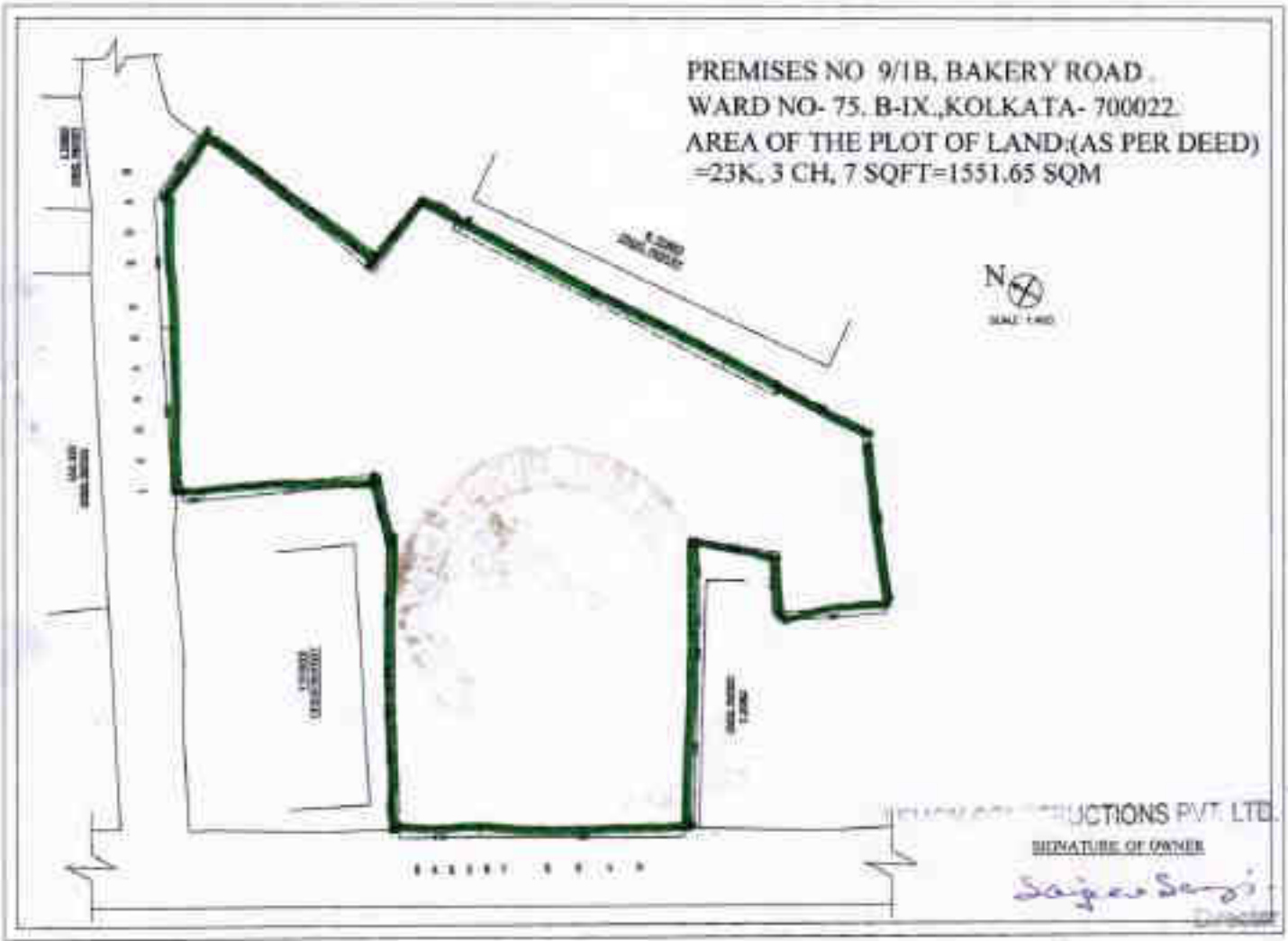


Administrative
No. 1113

2023

11/11/23

PREMISES NO 9/1B, BAKERY ROAD,
WARD NO- 75, B-IX, KOLKATA- 700022.
AREA OF THE PLOT OF LAND:(AS PER DEED)
=23K, 3 CH, 7 SQFT=1551.65 SQM



CONSTRUCTIONS PVT. LTD.

SIGNATURE OF OWNER

Sajeev Sengupta
Director

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF **LEMON CONSTRUCTIONS PRIVATE LIMITED** AT THEIR MEETING HELD ON MONDAY, THE 25TH DAY OF JANUARY, 2021 AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT "LEMON FRESH", BLOCK-2, 29/1 KALABAGAN LANE, HOWRAH-711104, WEST BENGAL AT 11:30 AM

Development Agreement with Puri Nanu Creators LLP

The Chairman informed the Board that due to the changes & as per current situation of Hasting project, the Developer (Puri Nanu Creators LLP) had requested to amend the existing development agreement and the Company has agreed upon the amendment. The draft copy of agreement is placed in the meeting for discussion and it is accepted by all directors present in the meeting.

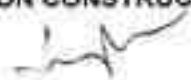
The matter was discussed by the Board and the following Resolutions were passed:

"RESOLVED THAT the Supplementary Development Agreement to be executed between the Company and other documents/letters to be executed (a copy whereof duly signed by the Chairman for identification placed on the table of the meeting), for said development work at hasting project be and are hereby approved Mr. Sanjeev Saraogi, and/or Mr. Sanjay Jhunjhunwala Director / Authorized Signatories of the Company be and are hereby individually/jointly authorized to accept the terms and conditions on behalf of the Company with such modifications therein as may be mutually agreed by the Company and Puri Nanu Creators LLP.


RESOLVED FURTHER THAT Mr. Sanjeev Saraogi, and/or Mr. Sanjay Jhunjhunwala Director / Authorized Signatories of the Company be and are hereby individually/severally authorized to sign, execute, deliver and where required register Agreement, and all other deeds, documents and writings, or otherwise and appear on behalf of the Company before the concerned Sub-Registrar office and to do all such other acts, deeds and things as may be required in respect of the said Development agreement.

RESOLVED FURTHER THAT the any Directors of the Company be and are hereby authorized to sign and execute all such deeds and documents and do undertake all such acts, deeds, filings, matters and things as may be required for giving effect to the forgoing resolution and matters incidental thereto including issuing copies of this resolution as certified true copy to the concern authorities as may be required from time to time."

For LEMON CONSTRUCTIONS PVT LTD


Sanjay Jhunjhunwala
Director
DIN: 00233225

For LEMON CONSTRUCTIONS PVT LTD


Sanjeev Saraogi
Director
DIN: 00231545



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

GRN: 19-202021-019412021-8
GRN Date: 07/01/2021 13:20:26
BRN : 3592408311416
SBI ePay txn No. : 202100702972379
Payment Mode : Credit Card-VISA
Payment Gateway : SBI EPay-State Bank of India New PG
BRN Date: 07/01/2021 13:22:25
SBI ePay txn Date. 07/01/2021 13:21:58

DEPOSITOR'S DETAILS

Name : pansari Developers ltd
Contact No. :
E-mail :
Address : 14NS raod Kolkata 700001
User Type : Attorney of Claimant
Id No. : 2000022381/1/2021
Mobile No. +91 9830031697

Query Year

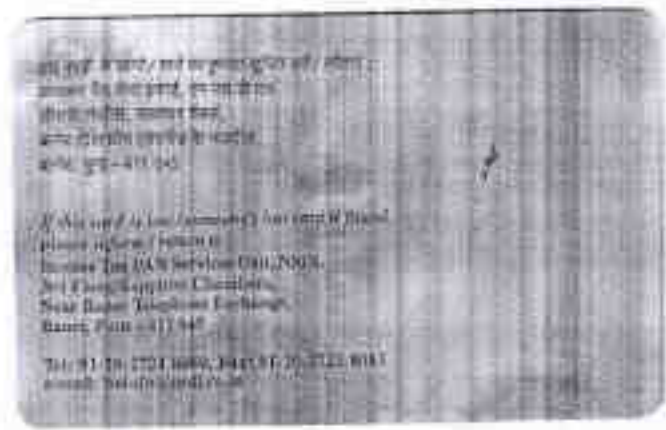
PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	2000022381/1/2021	Property Registration- Registration Fees	0030-03-104-001-16	21
2	2000022381/1/2021	Property Registration- Stamp duty	0030-02-103-003-02	75020
			Total Amount	75041

In Words : Rupees Seventy Five Thousand Forty One Only.



LEMON CONSTRUCTIONS PVT. LTD.
Sajeev Sange
Director

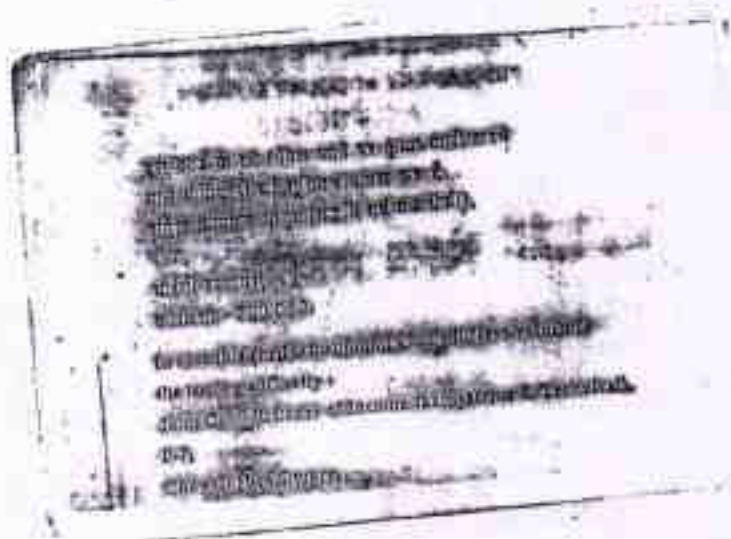


LEMON CONSTRUCTIONS PVT. LTD.
Sajeev Sange
Director



Sajeev Suresh

Sajeev Suresh





भारत सरकार
GOVERNMENT OF INDIA



सजिव सारांगी
Saraju Sarangi
संस्थापिका/DOB: 15/03/1967
पुरुष / MALE



9117 3035 5596

सजिव सारांगी, बंगाल प्रविष्ट

Saraju Sarangi

Saraju Sarangi

Saraju Sarangi



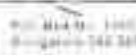
भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ठिकाना:
2/10, फार्म नं. 01/1 कोटा,
2A, जल नाली, कोटा,
राजस्थान - 300020

Address:
2/10 SARAF BOSE ROAD,
2A Sarafi, Kalkaji, West Bengal -
700020



9117 3035 5596



1800-121-1214

1800-121-1214

1800-121-1214

1800-121-1214

Saraju Sarangi



PANSARI DEVELOPERS LIMITED
Signature
Signature

आयकर विभाग

INCOME TAX DEPARTMENT

TUHIN BANERJEE

NABIN BANERJEE

01/04/1978

Particulars Account Number

BENPB1010F

Tuhin Banerjee

Signature



भारत सरकार

GOVT OF INDIA



PHOTO

Tuhin Banerjee



ভারতীয় অধিকৃত পরিচয় প্রমাণকরণ

ভারত সরকার

Unique Identification Authority of India

Government of India

স্বাক্ষরিত আইডি / Enrolment No: 20103066005742

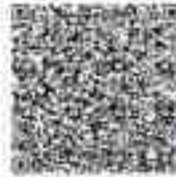
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To
Tuhin Banerjee
তুহিন বানার্জী
S/O: Nabin Banerjee
3/2
CIRCULAR ROAD 4th EYE LANE
Hapur (M. Corp)
Shoolichowra
West Bengal - 711102
983000233



KH523273446FT

62327344



আপনার আধার সংখ্যা / Your Aadhaar No.:

3208 1768 4308

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার

Government of India



তুহিন বানার্জী
Tuhin Banerjee
পিতা: নবীন বানার্জী
Father: Nabin Banerjee

জন্ম তারিখ / DOB: 01/04/1978
সঙ্গ / Sex: Male

3208 1768 4308



আধার - সাধারণ মানুষের অধিকার

(Signature)














Niketa Khaitan

FORM FOR EXECUTION & FINGER PRINTS










NAME :-

EXECUTION & SIGNATURE <i>Saijee Sanyal</i>		 Little	 Ring	 Middle	 Fore	 Thumb
	(LEFT HAND)	 Thumb	 Fore	 Middle	 Ring	 Little
(RIGHT HAND)						

NAME :-

EXECUTION & SIGNATURE <i>M. L. Banerjee</i>		 Little	 Ring	 Middle	 Fore	 Thumb
	(LEFT HAND)	 Thumb	 Fore	 Middle	 Ring	 Little
(RIGHT HAND)						

NAME :-

EXECUTION & SIGNATURE	PHOTOGRAPH	 Little	 Ring	 Middle	 Fore	 Thumb
	(LEFT HAND)	Description :- Status :-	 Thumb	 Fore	 Middle	 Ring
(RIGHT HAND)						

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DATED THIS 29th DAY OF JANUARY
2021

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B E T W E E N

LEMON CONSTRUCTIONS PVT.LTD.

...OWNER

PANSARI DEVELOPERS PRIVATE
LIMITED

.... DEVELOPER

DEVELOPMENT AGREEMENT

C. P. Kakarania
ADVOCATE
ROOM NO.96, 3RD FLOOR
10, OLD POST OFFICE STREET,
KOLKATA-700 001

Major Information of the Deed

Deed No :	I-1903-01021/2021	Date of Registration	29/01/2021
Query No / Year	1903-2000022381/2021	Office where deed is registered	
Query Date	05/01/2021 11:55:51 AM	1903-2000022381/2021	
Applicant Name, Address & Other Details	Nikita Khaitan 10 Old Post Office Street,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8420255262, 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. 51,50,000/-	Rs. 11,73,64,360/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,030/- (Article:48(g))	Rs. 25/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		

Land Details :

District: Kolkata, P.S:- Hastings, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Bakery Road, , Premises No: 9/1B, , Ward No: 071 Pin Code : 700022

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	23.2 Katha	50,00,000/-	11,18,32,735/-	Property is on Road
Grand Total :				38.28Dec	50,00,000 /-	1118,32,735 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	9900 Sq Ft.	1,50,000/-	55,31,625/-	Structure Type: Structure
Floor No: 1, Area of floor : 9900 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 43 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		9900 sq ft	1,50,000 /-	55,31,625 /-	












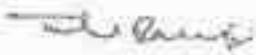


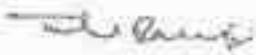


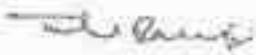
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Lemon Constructions Private Limited Kalabagan Lane, 29/1, P.O:- Santragachi, P.S:- Shibpur, Howrah, District:-Howrah, West Bengal, India, PIN - 711104 , PAN No.:: AAxxxxx1R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Pansari Developers Limited N.S. Road, 14, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 , PAN No.:: AAXxxxx9N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td>Mr Sanjeev Saraogi Son of Mr Srinibash Saraogi Date of Execution - 29/01/2021, , Admitted by: Self, Date of Admission: 29/01/2021, Place of Admission of Execution: Office</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Jan 29 2021 2:56PM</td> <td>LTI 29/01/2021</td> <td>29/01/2021</td> <td></td> </tr> </tbody> </table> <p>Sarat Bose Road, 2/10, P.O:- Elgin Road, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx1J,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Lemon Constructions Private Limited (as Director)</p>	Name	Photo	Finger Print	Signature	Mr Sanjeev Saraogi Son of Mr Srinibash Saraogi Date of Execution - 29/01/2021, , Admitted by: Self, Date of Admission: 29/01/2021, Place of Admission of Execution: Office				Jan 29 2021 2:56PM	LTI 29/01/2021	29/01/2021	
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Jan 29 2021 2:56PM	LTI 29/01/2021	29/01/2021											
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td>Mr Tuhin Banerjee (Presentant) Son of Mr Nabin Banerjee Date of Execution - 29/01/2021, , Admitted by: Self, Date of Admission: 29/01/2021, Place of Admission of Execution: Office</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Jan 29 2021 2:56PM</td> <td>LTI 29/01/2021</td> <td>29/01/2021</td> <td></td> </tr> </tbody> </table> <p>N.S. Road, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: BExxxxxx0F,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Pansari Developers Limited (as Authorized Representative)</p>	Name	Photo	Finger Print	Signature	Mr Tuhin Banerjee (Presentant) Son of Mr Nabin Banerjee Date of Execution - 29/01/2021, , Admitted by: Self, Date of Admission: 29/01/2021, Place of Admission of Execution: Office				Jan 29 2021 2:56PM	LTI 29/01/2021	29/01/2021	
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Jan 29 2021 2:56PM	LTI 29/01/2021	29/01/2021											

Identifier Details :

Name	Photo	Finger Print	Signature
Miss Nikita Khaitan Son of Mr Pawan Kumar Khaitan High Court, Calcutta, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001			
	29/01/2021	29/01/2021	29/01/2021

Identifier Of Mr Sanjeev Saraogi, Mr Tuhin Banerjee

Transfer of property for L1

Sl.No	From	To, with area (Name-Area)
1	Lemon Constructions Private Limited	Pansari Developers Limited-38.28 Dec

Transfer of property for S1

Sl.No	From	To, with area (Name-Area)
1	Lemon Constructions Private Limited	Pansari Developers Limited-9900.00000000 Sq Ft

On 29-01-2021

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4B (g) of Indian Stamp Act 1899.

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

Presented for registration at 14:02 hrs on 29-01-2021, at the Office of the A.R.A. - III KOLKATA by Mr Tuhin Banerjee

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 11,73,64,360/-

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

Execution is admitted on 29-01-2021 by Mr Sanjeev Saraogi, Director, Lemon Constructions Private Limited (Private Limited Company), Kalabagan Lane, 29/1, P.O:- Santragachi, P.S:- Shibpur, Howrah, District:-Howrah, West Bengal, India, PIN - 711104

Identified by Miss Nikita Khaitan, . . . Son of Mr Pawan Kumar Khaitan, High Court, Calcutta, P.O: GPO, Thana: Hare Street, . City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 29-01-2021 by Mr Tuhin Banerjee, Authorized Representative, Pansari Developers Limited, N.S. Road, 14, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001

Identified by Miss Nikita Khaitan, . . . Son of Mr Pawan Kumar Khaitan, High Court, Calcutta, P.O: GPO, Thana: Hare Street, . City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 25/- (E = Rs 21/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 4/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/01/2021 1:22PM with Govt. Ref. No: 192020210194120218 on 07-01-2021, Amount Rs: 21/-, Bank: SBI EPay (SBIPay), Ref. No. 3592408311416 on 07-01-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 10/-, by online = Rs 75,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 57051, Amount: Rs.10/-, Date of Purchase: 19/10/2020, Vendor name: Suranjan Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/01/2021 1:22PM with Govt. Ref. No: 192020210194120218 on 07-01-2021, Amount Rs: 75,020/-, Bank: SBI EPay (SBIPay), Ref. No. 3592408311416 on 07-01-2021, Head of Account 0030-02-103-003-02



Probir Kumar Golder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2021, Page from 64902 to 64974

being No 190301021 for the year 2021.



Digitally signed by PROBIR KUMAR
GOLDER
Date: 2021.02.17 17:35:45 +05:30
Reason: Digital Signing of Deed.

(Probir Kumar Golder) 2021/02/17 05:35:45 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
West Bengal.

(This document is digitally signed.)
