2934/2020

I-2665/2020

भारतीय गेर न्यायिक एक सो रुपये Rs. 100

ক. 100



ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

AD 553010

1, 80° 06

2/13052A4/dr

Certified that this document is admitted to Registration. The signature sheet and the Endorsement sheet attached to the document are part of this document.

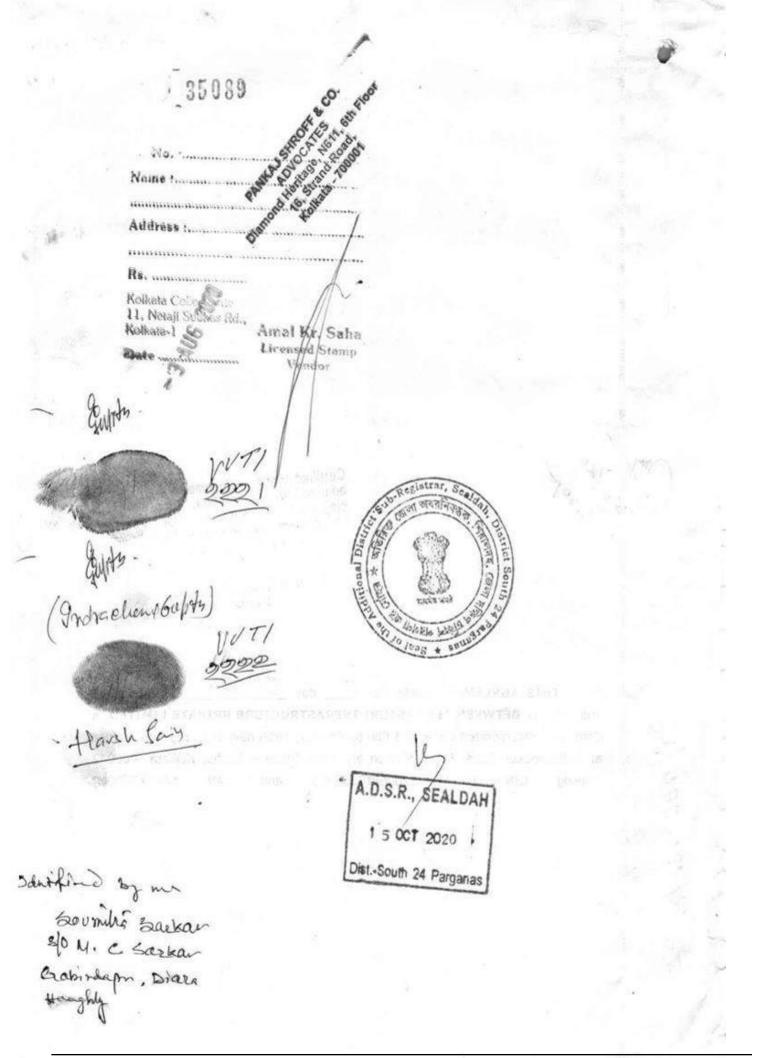
Additional Dist. Sub Registrar Sealdah

THIS AGREEMENT made this 15 day October Two Thousand and Twenty BETWEEN (1) KASTURI INFRASTRUCTURE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at 8 Bosepukur Road, Police Station and Post Office – Kasba, Kolkata -700042 (having CIN U25201WB2006PTC108373 and PAN AACCK7690M)

, page 100

Sh

1



represented by its Authorised Representative, Mr. Harsh Jain son of Mr. Nirmal Kumar Jain pursuant to the Board Resolution dated 69/16/2020, and (2) NEW BALLYGUNGE BUILDERS LLP (formerly New Ballygunge Builders Private Limited), a Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at 8 Bosepukur Road, Police Station and Post Office – Kasba, Kolkata -700042 (having LLP IN AAF-4629 and PAN AAMFN8084F) represented by its Designated Partner Mr. Harsh Jain son of Mr. Nirmal Kumar Jain (hereinafter collectively referred to as "the Owners", which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor or successors-in-interest and/or office and/or assigns) of the ONE PART

AND

SKDJ KASTURI, a partnership firm registered under the Indian Partnership Act, 1932 having its place of business at 8,Camac Street, Police Station – Shakespeare Sarani, Post Office – Circus Avenue, Kolkata-700023 (having PAN ACSFS3887K) represented by its Partner Mr. Indra Chand Gupta son of late Basant Lal Chowdhury residing at 464 S.N. Roy Road, Kolkata-700038 (hereinafter referred to as "the Developer/Co-owner", which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its partners for the time being their respective heirs executors administrators legal representatives successors and/or permitted assigns) of the OTHER PART:

WHEREAS:

A. The Owners and the Developer/Co-owner are the absolute owners of ALL THAT the premises No. 8, Bosepukur Road, Kolkata-700042, under Police Station Kasba, in the District of South 24-Parganas measuring 55 Cottahs 06 Chittacks more or less fully described in the FIRST SCHEDULE hereunder written (hereinafter referred to as "the said Premises"), in the following shares and proportion, free from all encumbrances, charges, lien, lis-pendens and liabilities and are in "khas" possession thereof:

Names of Owner	Share on area basis	Share in percentage
Kasturi Infrastructure Private Limited, being the Owner No.1 hereto	12 Cottahs 00 Chittacks	21.67%
New Ballygunge Builders LLP,		





being the Owner No.2 hereto	07 Cottahs 00 Chittacks	12.64%
SKDJ Kasturi, being the Developer hereto	36 Cottahs 06 Chittacks	65.69%
	55 Cottahs 06 Chittacks	100%

- B. Facts about the devolution of title of the Owners and the Developer/Co-owner to the said Premises are mentioned in the THIRD SCHEDULE hereunder written.
- C. Plan for construction of a ground plus eighteen storeyed new building at the said Premises has been sanctioned by the Kolkata Municipal Corporation vide Building Permit No. 2020070001 dated 09/06/2020.
- D. The Owners and the Developer have decided to and shall be submitting a revised building plan for sanction before the Kolkata Municipal Corporation for making certain additions and alterations in the said plan of the said new building to be constructed at the said Premises.
- E. In view of the complexities involved in the construction of high-rise building, the Owners approached the Developer for construction of such high-rise building by applying modern techniques and in accordance with the applicable laws and to commercially exploit the same and upon mutual discussions and negotiations by and between the Parties, the Developer/Co-owner agreed to develop the Owners' 34.31% undivided share in the said Premises along with its 65.69% undivided share in the said Premises for mutual benefit and for the consideration, on inter-alia the following understanding:
 - (i) the Owners would provide undivided 34.31% share in the land contained in the said Premises for construction of the new building thereat as per the said building plan sanctioned by the Owners and the Developer from the Kolkata Municipal Corporation as be revised by them from time to time;
 - (ii) the Developer would be responsible for marketing and commercial exploitation of the Saleable Areas in Project and the Owners shall execute a power of attorney in favour of the Developer to enter in agreement for sale of Saleable Areas with the Intending Buyers but the Developer shall not be entitled to execute the deed of conveyance in respect of the Owners' share of land contained in the said Premises;
 - (iii) the Owners and the Developer would share the gross revenue generated from the sale of 34.31% of the Saleable Areas in the



- Project in the ratio 50%:50% irrespective of whether the same may lead to profit or loss to either of them;
- the Developer would simultaneously construct the remaining 65.69%
 of the saleable areas in the Project at its own costs and expenses;
- (v) the parties have expressly agreed that, first bookings and agreements for sale of 34.31% of the saleable areas forming part of this joint venture agreement shall be carried out in open market and thereafter the remaining 65.69% of the saleable areas to be constructed by the Developer on its own behalf shall be sold by the Developer;
- (vi) upon obtaining bookings and entering into agreement for sale of 34.31% of the Saleable Areas forming part of this joint venture agreement, the Developer shall intimate the Owners about the same and thereafter the Developer shall be free to deal with the remaining Saleable Areas as the Developer deems fit;
- (vii) none of the Parties would back out from the joint venture whether the same leads to risk of loss or reward of profit from the Project.
- F. To avoid any misunderstanding, the Parties are desirous of recording the detailed terms and conditions agreed between them with regard to the construction of the new building and commercially exploiting the 34.31% share of the same as a joint venture project as hereinafter contained:

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

1. DEFINITIONS AND INTERPRETATIONS:

- 1.1 In these presents unless there be something contrary or repugnant to the subject or context:
 - (a) "Act" or "said Act" shall mean the West Bengal Housing Industry Regulation Act, 2017 or any other act or law as may be applicable to the Project and wherever the context so permits include the rules framed thereunder and notifications passed in connection therewith;
 - (b) "Architect" unless changed by the Parties mutually, shall mean Agarwal and Agarwal of 2/5, Sebak Badiya St, near Panditya Road Extension, Kolkata, West Bengal 700029.

- (c) "Association" shall mean any Association of Persons, Society, Company or other body that may be formed of the Intending Buyers of the Saleable Areas along with the Owners and the Developer in respect of the Unsold Areas for operation, maintenance and management of the Common Areas and Installations and other Common Purposes (defined below);
- (d) "Building Plan" shall mean the plan sanctioned by the Kolkata Municipal Corporation for construction of ground plus eighteen storeyed residential building at the said Premises vide Building Permit No. 2020070001 dated 09/06/2020 and include the revised building plan to be submitted to the Kolkata Municipal Corporation for making additions and alterations on the top floor of such building and also include any other revised building plan and all sanctionable modifications thereof and/or alterations thereto as may be necessary and/or required from time to time as per the recommendation of the Architect.
- (e) "Common Areas and Installations" shall mean and include the areas, installations and facilities as be expressed by the Developer in consultation with the Owners for common use of the Intending Buyers, the Owners and the Developer.
- (f) "Common Expenses" shall mean and include all costs, charges and expenses incurred for operation, maintenance and management of the Common Areas and Installations and other Common Purposes (defined below).
- (g) "Common Purposes" shall mean and include the purposes of operation, maintenance and management of the Common Areas and Installations; rendition of common services in common to the Intending Buyers; collection and disbursement of the Common Expenses; regulating mutual rights, obligations and liabilities of the Intending Buyers; and dealing with the matters of common interest of the Intending Buyers.
- (h) "Deposits" shall mean certain deposits to be taken by the Developer from the Intending Buyers of the Saleable Areas for the purposes as mentioned in Clause 7.2 hereunder written and such deposits shall not form part of the Gross Revenue of the Project.

- (i) "Extras" shall mean certain charges and expenses to be taken by the Developer from the Intending Buyers of the Saleable Areas for the purposes as mentioned in Clause 7.1 hereunder written and such charges shall not form part of the Gross Revenue of the Project.
- (j) "Owners' Share of Gross Revenue" shall mean 50% (fifty percent) of the Gross Revenue/Realizations.
- (k) "Gross Revenue Sharing Ratio" shall mean the ratio of sharing of the Gross Revenue/Realizations between the Owners and the Developer being 50%:50% respectively.
- (I) "Intending Buyers" shall mean the persons desirous of owning/acquiring the Saleable Areas at the said Premises from the Parties hereto and include the Owners and the Developer for the Unsold Areas.
- (m) "New Building" shall mean the ground plus eighteen storeyed residential building or higher storeyed building, as be sanctioned by the Kolkata Municipal Corporation and other structures to be constructed and installations to be installed by the Developer at the said Premises and shall include the Parking Spaces for motor cars thereat.
- (n) "Parking Spaces" shall mean and include the covered, open and mechanized parking spaces at the said Premises for parking of motor cars as planned by the Developer in consultation with the Architect and the Owners.
- (o) "Project" shall mean (i) construction of the New Building at the said Premises in accordance with Building Plan and making the same fit for occupation, (ii) sale of the Saleable Areas at the said Premises in favour of Intending Buyers and (iii) all acts deeds matters and things to be done or caused to be done in respect of the aforesaid as per the terms of this Agreement.
- (p) "Project Advocates" unless changed by the Parties mutually, shall mean Messrs. Pankaj Shroff & Co., Advocates of Diamond Heritage, N611, 6th floor, 16 Strand Road, Kolkata-700001, for drafting of necessary documents for sale of the Saleable Areas.

- (q) "Project Bank Account" shall mean the bank account to be opened for all Realizations/Gross Revenue generated from the Project and operated only for distribution of such Realizations between the Parties hereto as and in the manner mentioned in Clause 6hereunder and its sub-clauses.
- (r) "Realizations" or "Gross Revenue" shall mean the sale proceeds, booking amounts, advances, Extras (mentioned in Clause 7.1 hereunder) and other incomings realized from sale of the Saleable Areas forming part of this joint venture agreement or any part thereof and from transfer of any rights/privileges at the said Premises as mentioned in clause 6hereunder and its sub-clauses but shall not include the Deposits and Goods & Services Tax as mentioned in clauses 7.2 and 7.3 respectively hereunder.
- (s) "said Premises" shall mean ALL THAT piece and parcel of land containing an area of 55 Cottahs 06 Chittacks more or less situate and lying at and being municipal premises No.8 Bose Pukur Road, Police Station Kasba, Kolkata - 700042, fully described in the First Schedule hereunder written and wherever the context so permits or intends shall include the New Building.
- (t) "Saleable Areas" shall mean and include 34.31% of the Units, Parking Spaces, terraces attached to Units and other areas at the said Premises capable of being transferred independently or as appurtenant to any Unit and shall also include any other right/privilege at the said Premises capable of being commercially exploited or transferred for money.
- (u) "Developer's Share of Gross Revenue" shall mean 50% (fifty percent) of the Gross Revenue/Realizations.
- (v) "Specifications" shall mean the specifications as per which the New Building shall be constructed, erected and completed as may be mutually agreed by the Parties in writing.
- (w) "Units" shall mean and include the residential flats and other constructed spaces to be constructed by the Developer in the New Building at the said Premises.

- "Unsold Areas" shall mean the areas, out of 34.31% share of the Saleable Areas to be identified between the Parties as aforesaid, in respect of which no agreement for sale is entered into with the Intending Buyers even upon the Kolkata Municipal Corporation issuing its completion certificate in respect of the New Building at the said Premises.
- (y) The term or expression 'Party' according to the context refers to the Owners or the Developer and the term or expression 'Parties' refers to the Owners and the Developer jointly.
- 1.2 The paragraph heading and clause titles appearing in this agreement are for reference only and shall not affect the construction or interpretation of any terms hereof.
- 1.3 A singular word includes the plural, and vice versa.
- 1.4 A word which suggests one gender includes the other genders.
- 1.5 A Clause includes sub-clause/s, if any, thereof.
- 1.6 If a word has been defined, another part of speech of such word shall have the corresponding meaning.

AGREEMENT:

- 2.1 The Parties confirm to have entered into this Agreement for construction of 34.31% share of and in the New Building and commercially exploiting the same for mutual benefit on joint venture basis on the terms and conditions herein recorded.
- 2.2 The Developer has caused to be satisfied itself about the marketable title of the Owners in respect of the said Premises.
- 2.3 The Owners confirm to have agreed to provide their undivided 34.31% share land contained in the said Premises free from encumbrances and like share in the sanctioned Building Plan for construction of the New Building AND the Developer agrees and confirms (i) to pay all costs for construction of such 34.31% share of the New Building and other expenses relating to the Project as herein contained, (ii) to be responsible to construct such 34.31% share of the New Building at the said Premises in the manner mentioned hereunder, (iii) to be responsible for the marketing and sale of 34.31% share of the Saleable Areas thereat and (iv) to comply with all its other obligations herein contained, as and on the terms and conditions herein contained.

- 2.4 The Developer further agrees and confirms to simultaneously construct and complete the remaining 65.69% share of the New Building at its own costs and expenses with the same specifications as agreed hereunder.
- 2.5 All Realizations made by the Developer from bookings and agreements for sale of the Saleable Areas (i.e. 34.31% of the entire Project) shall be deposited in the Project Bank Account as mentioned in clause 6.1 herein below AND the Gross Revenue generated from the Saleable Areas of the Project (i.e. 34.31% of the entire Project) shall be shared and distributed between the Owners and the Developer in the Gross Revenue Sharing Ratio of 50%:50% respectively as per the provisions mentioned in clause 6.2 herein and its sub-clauses irrespective of whether the same may lead to profit or loss for the Parties hereto.
- 2.6 The Owners shall be entitled to (a) the Owners' Share of Gross Revenue, (b) 50% of the Unsold Areas out of 34.31% share of the Saleable Areas and (c) other rights and benefits hereby agreed to be granted to the Owners hereunder or intended so to be AND the Developer shall be entitled to (a) the Developer's Share of Gross Revenue, (b) 50% of the Unsold Areas out of 34.31% share of the Saleable Areas, (c) other rights and benefits hereby agreed to be granted to the Developer hereunder or intended so to be and (d) Deposits and GST (Goods and Services Tax) as herein mentioned.
- 2.7 None of the Parties shall back-out from this joint venture arrangement irrespective of whether the same leads to risk of loss or reward of profit from the Project.
- 2.8 The Parties admit and acknowledge that each of the promises herein contained is the consideration for the other.

3. AUTHORITY TO CONSTRUCT AND TITLE:

3.1 Authority to the Developer to undertake construction: The Owners have already allowed and do hereby confirm to have allowed the Developer to enter upon the said Premises only to undertake the construction of the New Building as a mere licensee. In this regard, it is made clear that nothing contained in this agreement shall be construed as making over of possession of the said Premises unto the Developer by the Owners within the meaning of Section 53A of The Transfer of Property Act, 1882.



- 3.2 Ensure Continuing Marketability: The Owners shall ensure that they will keep their title to undivided 34.31% share in the said Premises marketable and free from all encumbrances till completion and transfer of Saleable Areas of the Project.
- 3.3 Encumbrance or Liability Found: Notwithstanding the aforesaid, in case any encumbrance is found to be affecting their undivided 34.31% share in the said Premises or any part thereof or any person claims title thereto or any part thereof, the Owners shall remove and cure the same at their own costs and expenses promptly.
- 3.4 Title Insurance: Subject to availability, the Owners shall obtain necessary insurance policy to keep their title to undivided 34.31% share in the land contained in the said Premises insured as per the provisions of the said Act.

4. CONSTRUCTION OF THE NEW BUILDING:

- 4.1 Survey & Soil Testing: The Developer shall at its own costs and expenses carry out necessary survey and soil testing and other preparatory works required for construction of the New Building at the said Premises.
- 4.2 Preparation and Sanction of Building Plan: It is recorded that the Parties have already at their own costs obtained sanction of the Building Plan from the Kolkata Municipal Corporation for construction of ground plus eighteen storeyed building at the said premises as aforesaid.
- 4.3 Approvals for Development: The Developer shall, at its own costs and expenses, apply for and obtain all other permissions, clearances, no objection certificates and other approvals in its name as may be required for carrying out construction of the New Building.

4.4 Construction:

- (a) The Developer shall solely be responsible to construct and build the New Building (including the Common Areas and Installations) as per the Specifications mutually agreed between the Parties, upon due compliance of the Building Plan and laws, rules and regulations applicable over the same.
- (b) The Developer shall be in the control, management and supervision of all construction activities at the said Premises.

- (c) At any time during the construction of the New Building, the Owners and/or its authorized agents shall be at liberty to view the construction and the progress thereof.
- 4.5 Construction Costs: All costs and expenses required for construction of New Building shall be borne and paid by the Developer;
- 4.6 Construction Team: Other than the Architects, who have been selected jointly by the Parties, the entire team of people required for planning and construction of the New Building, shall be such persons as may be selected by the Developer. All persons employed by the Developer for the purpose of construction such as architect, contractors, engineers, labourers, care-takers, etc. shall be the persons under appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc., or their acts in any manner and shall have no responsibility towards them or any of them and all the responsibilities in that behalf shall be that of the Developer.
- 4.7 Utilities required for development of the Project: The Developer shall be entitled to apply for and obtain temporary and/or permanent connections of water, electricity, drainage, sewerage and/or other utilities inputs and facilities from the appropriate authorities required for development of the Project, at its own cost. Without affecting its entitlement as aforesaid, the Developer shall be entitled to use the existing connections of water, electricity, drainage, sewerage and/or other utilities inputs and facilities at the said Premises and costs for user of such existing utilities and facilities shall be a part of cost of the Project and be borne and paid by the Developer.
- 4.8 **General Authority**: The Developer shall be authorized and empowered in the name of the Owners to apply for and obtain all permissions, approvals and clearances from any authority whether local, state or central for the development of the Project and also to sign and execute all papers and applications and get the same submitted to and sanctioned by the appropriate authorities from time to time for making constructions, reconstructions, modifications, additions and/or alterations in the New Building or any portion thereof and/or for obtaining any utilities and permissions and/or doing all acts deeds and things in compliance of the Building Plan and laws applicable over the same as they may be advised by their Architect or directed by the Kolkata Municipal Corporation or other authorities.

- 4.9 Time for Construction: The Developer shall construct the New Building within 05 (five) years from the date hereof with a grace period of 06 (six) months. The New Building shall be deemed to be complete upon the Developer completing construction of the same as per the agreed Specifications and the issuance of the completion certificate by both the Architect and the Kolkata Municipal Corporation in respect thereof.
- 4.10 Cost of Construction of the New Building: It is expressly agreed and made clear that the Owners shall not be liable to contribute or pay any fees charges and costs towards the construction or development of the New Building thereat.

5. MARKETING, PRICING AND TRANSFER OF SALEABLE AREAS:

- Marketing and Pricing: The Developer shall be responsible for the marketing of the Saleable Areas in the New Building, i.e. to say (i) advertise and publicize via all medias, put hoardings, print and distribute pamphlets/brochures, etc. for the Project, (ii) appoint consultants, marketing agents, brokers, selling agents for the Project and (iii) do all other acts deeds and things required for the marketing of the Saleable Areas in the New Building to sell the same to Intending Buyers. All costs and expenses for marketing of the Project shall be exclusively borne and paid by the Developer. The base-rate for sale of the Saleable Areas shall be fixed by the Developer and the Owners mutually from time to time keeping in view the market-demand and market-prices in the vicinity and shall be reviewed regularly as and when required.
- 5.2 Brokerage: The Parties have agreed that all brokerage as be payable to the marketing agents for mediating sale of the Saleable Areas shall borne and paid by the Developer alone and the Owners shall not be liable therefore.
- 5.3 Transfer: The sale and transfer of the Saleable Areas shall be carried out and conducted by the Parties jointly on the following terms and conditions:
 - bookings and Allotments: The Developer alone shall accept bookings and make allotments in respect of any Unit, Parking Space or other Saleable Areas in favour of any Intending Buyer at the rates mutually fixed by the Parties from time to time and to cancel revoke or withdraw the same if the situation so warrants according to the Developer.

- (ii) Execution and Registration of Agreements for Sale: All agreements, nomination agreements, supplemental agreements, rectification deeds, etc. relating to sale of the Saleable Areas shall have both the Owners and the Developer as Parties and the representative of the Developer shall execute and register the same in favour of Intending Buyers. The Owners shall execute a power of attorney in favour of the Developer and/or its representatives to enter in agreement for sale of Saleable Areas with the Intending Buyers but the Developer shall not be entitled to execute the deed of conveyance in respect of the Owners' share of land contained in the said Premises.
- (iii) Execution and Registration of Deeds of Conveyance: All deeds of conveyance, rectification deeds, etc. relating to sale of the Saleable Areas shall have both the Owners and the Developer as Parties and the representatives of the Owners and the Developer shall execute and register the same in favour of Intending Buyers.
- (iv) Scheme of Sale and Transfer: The Saleable Areas shall be sold conveyed and transferred jointly by the Owners and the Developer by documents which shall be prepared by the Project Advocates in consultation with the Owners and the Developer.
- (v) Sale and Transfer to be free from all encumbrances: The sale of the Saleable Areas (including the land comprised in the said Premises or any share thereof as being property appurtenant to any Saleable Area) in favour of Intending Buyers shall be free from encumbrances created made done or suffered by the Owners or the Developer and any claim, liability or encumbrance (not being any encumbrance created pursuant to any Intending Buyer taking housing loan) if so found to be affecting such Saleable Area shall be promptly and diligently cleared by the Party responsible for the same.
- (vi) Documentation: All booking forms, agreements, contracts, nomination deeds, sale deeds, rectification deeds and other documents for sale of the Saleable Areas in the New Building shall be prepared and finalized by Project Advocates in consultation with the Owners and the Developer.

6. PROJECT BANK ACCOUNT, REALIZATIONS AND ACCOUNTING:

6.1 Project Bank Account: The Parties have agreed that they shall open a current account with a Bank (preferably a Bank which pays interest on the amounts lying credited in such account to its customers) and the same shall be operated by the Developer and all Realizations, being the sale proceeds, consideration, advances and other incomings received from the sale of the

Saleable Areas or any part thereof or in any way relating to the Project (other than the Deposits and Goods and Services Taxes mentioned in Clause 7 hereunder) shall be deposited in such specified bank account.

- (a) All Intending Buyers shall be required to be and shall be directed to make payments of the Realizations receivable from the Intending Buyers against sale of the Saleable Areas by issuing all cheques, Pay Orders and other negotiable instruments or by NEFT, RTGS or like mode only in the name of the said Project Bank Account and all booking forms, agreements for sale and other relevant documents for the purpose shall specify the requirement of payment of the Realizations by the Intending Buyers in the name of or to the Project Bank Account as aforesaid. All Taxes Deducted at Source (TDS) by the Buyers shall be from sale amount both on account of Owner as well as Developer in proportion to their respective shares till the sale of 34.31% of Saleable Areas and thereafter be on account of the Developer.
- (b) All cheques/pay orders/demand drafts and other negotiable instruments received, or payments received by NEFT, RTGS or like mode in respect of the said Realizations shall be received by Developer for the purpose of distribution in the Gross Revenue Sharing Ratio in the manner mentioned hereinafter.
- (c) All receipts for the payments received by the Developer as aforesaid shall be issued by the Developerandthe same shall be binding on the Owners and shall be a valid discharge to the persons making such payment.
- (d) The Developer shall every quarter submit the statements of the said Project Bank Account to the Owners to make the accounting transparent and the Owners shall be entitled to check, cross check and/or verify such statements.
- 6.2 Distribution of Realizations: All Realizations from sale of the Saleable Areas (i.e. 34.31% of the entire Project) shall be distributed between the Owners and the Developer in the Gross Revenue Sharing Ratio from time to time as be mutually agreed between the Parties and in compliance of the provisions of the said Act.

- 6.2.1 It is made clear that if any part of the Realizations is required to be kept aside in escrow for the Project under the provisions of the said Act, such part of the Realizations shall be kept aside in escrow in the Project Bank Account itself in the Gross Revenue Sharing Ratio by both the Owners and the Developer.
- 6.2.2 All benefits of interest accruing on the amounts lying credited in the Project Bank Account shall be shared and distributed between the Owners and the Developer in the Gross Revenue Sharing Ratio.
- 6.3 All Deposits and GST charged to the Intending Buyers shall be received by the Developer separately as mentioned in Clause 7.2 and 7.3 hereunder and the Developer shall not be required to deposit the same in the Project Bank Account.
- 6.4 Cancellation of Booking: In case of cancellation of any booking or agreement for sale of any Intending Buyer in respect of any Saleable Area, the Developer shall refund the advances/part payments until then received from such Intending Buyer at actual and in case the Owners' Share in such booking amount has been paid to them, then the Owners shall reimburse their share in such booking amount to the Developer within 30 days of such refund by the Developer to the Intending Buyer. In case of delay in refund of such advances/part payments by the Owners, the Owners shall be liable to pay the interest @12% per annum, compoundable quarterly, on such dues. Any amount forfeited from the Intending Buyer due to cancellation of any booking or agreement for sale shall be shared and distributed between the Parties in the Gross Revenue Sharing Ratio after adjustment of brokerage if so paid to any marketing agent/person for such transaction.
- 6.5 Accounting of Gross Revenue: The accounting with regard to the Gross Revenue/Realizations in respect of the Project shall be done quarterly by the Developer. The Owners shall be entitled to inspect the records of statements of the Project Bank Account and to take extracts and abstracts therefrom as the Owners may deem fit and proper.
 - (a) All bank statements of the Project Bank Account and records with regard to sale of the Saleable Areas shall be kept at the corporate office of the Developer.
 - (b) The final accounting of the Gross Revenue/Realization and its distribution in respect of the Project shall be completed within 06 (six)

months of completion of the New Building and sale of all the Saleable Areas thereat or earlier if the parties mutually agree and all amounts and balances, if any lying in the Project Bank Account shall be distributed in the Gross Revenue Sharing Ratio and in the event if it is found that any party has withdrawn amounts more than its entitlements, such party shall pay to the other party its entitlement forthwith.

EXTRAS, DEPOSITS AND GST:

- 7.1 Extras: In addition to the price of units comprised in the Saleable Areas, the Developer shall be entitled to charge the Intending Buyers of the Saleable Areas certain expenses concerning the Project mentioned under the heading 'Extras' in the SECOND SCHEDULE hereunder written.
- 7.2 Deposits: The Developer shall also be entitled to take deposits from the Intending Buyers on certain heads to secure itself in regard to the obligations and liabilities of the Intending Buyers mentioned under the heading "Deposits" in the SECOND SCHEDULE hereunder written.
- 7.3 GST: The Goods and Services Tax ('GST') charged to and received from the Intending Buyers shall be transferred in a separate bank account to be operated by the Developer to meet the payments on account of GST. In case any other tax, levy or imposition by any name called is introduced or becomes chargeable to and received from the Intending Buyers in addition to GST then the same shall also be transferred to such separate account. The Developer shall make timely payment of GST and other taxes collected from the Intending Buyers to the concerned authority.
- 7.4 It is expressly agreed between the Parties that any amount received from the Intending Buyers on account of Deposits or GST shall be received by the Developer separately and by separate cheques and the Developer shall not route such payments through the Project Bank Account and that all such payments shall be appropriated and accounted for separately by the Developer without being required to furnish any account to the Owners with regard thereto.
- 7.5 Upon completion of construction of the New Building and formation of the association of the Intending Buyers, the Developer shall transfer the Deposits lying with it to such association of the Intending Buyers.

8. UNSOLD AREAS:

- 8.1 Out of the Saleable Areas (i.e. 34.31% of the entire Saleable Areas of the Project), in respect of which no bookings and/or agreement for sale are made upon the receipt of the completion of construction of the New Building and issuance of the completion certificate by the Kolkata Municipal Corporation (herein defined and referred to as "Unsold Areas") shall be identified and allocated by and between the Parties hereto amongst themselves within 30 days thereafter on the basis of the Gross Revenue Sharing Ratio (i.e. 50% of the Unsold Areas as identified together with the proportionate undivided share in the land of the said Premises and in the Common Areas and Installations attributable thereto shall be allocated to the Owners (hereinafter referred to as "the Owners' Areas") and 50% of the Unsold Areas as identified together with the proportionate undivided share in the land of the said Premises and the Common Areas and Installations attributable thereto shall be allocated to the Developer (hereinafter referred to as "the Developer's Areas")}. Such separate allocation shall be done on pari-passu basis (having regard to location, floor, nature of use, etc.) and in a manner so that there is no extra advantage arising therefrom to either the Owners or the Developer.
- 8.2 All Extras and Deposits mentioned in clauses 7.1 and 7.2 above in respect of the Owners' Areas in the New Building shall be the liability of the Owners and those in respect of the Developer's Areas shall be liability of the Developer and the same shall be paid after identification and allocation of the respective areas of the Parties hereto as be mutually agreed between them.
- 8.3 Further, the Owners shall bear and pay the maintenance charges and other outgoings in respect of the Owners' Areas and those payable in respect of the Developer's Areas shall be borne and paid by the Developer.
- 8.4 In case of separate identification and allocation of the Unsold Areas as stipulated in Clause 8.1 hereinabove, the Parties have agreed that:
 - (a) The Owners' Areas shall absolutely belong to the Owners and the Developer's Areas shall absolutely belong to the Developer.
 - (b) The Owners shall be entitled to sell and transfer the Owners' Areas independent of the Developer to Intending Buyers at such consideration and on such terms and conditions as it may deem fit and proper without the consent of the Developer and/or to retain and own the same for its sole benefit and likewise the Developer shall be



entitled to sell and transfer the Developer's Areas independent of the Owners to Intending Buyers at such consideration and on such terms and conditions as it may deem fit and proper without the consent of the Owners and/or to retain and own the same for its sole benefit. However, the deed of conveyance for transferring the Owners' Areas as well as the Developer's Areas (including the undivided proportionate share in the land and common areas appertaining thereto) shall be executed by both the Owners as well as the Developer jointly in respect of the Owners' Areas as well as the Developer's Areas.

9. COMMON PURPOSES AND TITLE DEEDS:

- As a matter of necessity the Owners and the Developer and all Intending 9.1 Buyers deriving right title or interest from them shall in occupying, using and enjoying their respective areas would be bound and obliged to observe fulfill and perform the rules regulations obligations covenants and restrictions from time to time put in force by the Owners and the Developer for the quiet and peaceful use enjoyment and management of the New Building and in particular the Common Areas and Installation and to pay, regularly and punctually, municipal and other rates and taxes, water tax, electricity charges, and all other taxes, impositions, levies, fees, cess, betterment fees or development charges, statutory liabilities under any statute rules and regulations and other outgoings whether existing or as may be imposed or levied or enhanced at any time in future on or in respect of their respective areas in the New Building and also to pay proportionate share of the common expenses and monthly maintenance charges, generator operation charges etc., at such rate as be determined by the Developer for the New Building.
- 9.2 The Developer shall form an Association of the persons who have purchased Units in the New Building for the operation maintenance and management of the Common Areas and Installations and other Common Purposes and until such time as such Association is formed, the Developer or its nominee shall be responsible to and look after such activities.
- 9.3 The Owners shall keep the original title deeds of the said Premises in their safe custody un-obliterated and un-cancelled and in no event shall create any charge, mortgage or third-party interest against the same. The Developer shall be entitled to have inspection and/or production of such original title deeds before any of the authorities, banks or Intending Buyers and in such cases the Owners agree to produce the same.

9.4 Upon completion of construction of the New Building and sale of all Saleable Areas in entirety and formation of the association of Intending Buyers thereof, the original title deeds of the said Premises shall be delivered by the Owners to such association of the Intending Buyers PROVIDED THAT in the event there remains any Unsold Areas in the New Building and the same is retained by the Owners then the Owners shall be entitled to continue to have custody of such original title deeds subject however to applicable laws.

10. MUTUAL COVENANTS:

- 10.1 The Parties do hereby agree and covenant with each other to render necessary co-operation to the other Party at all stages of the Project.
- 10.2 The Owners do hereby further agree and covenant with the Developer not to let out, grant lease/license, mortgage, charge, sell, transfer, alienate or otherwise encumber or part with possession of or create any interest of a third party into or upon their share in the said Premises or any part or portion of the said Premises or any construction thereon as from the date hereof save only in accordance with the in terms hereof.

11. OTHER OBLIGATIONS OF THE DEVELOPER:

- 11.1 The Developer agrees, covenants and undertakes to comply with the following:
 - (a) obtain registration of the Project under and comply with all the provisions of the said Act or any other laws applicable to the Project;
 - obtain necessary insurance policy (from a reputable insurance company) to keep the New Building insured;
 - (c) maintain proper security of the said Premises and also the goods, articles, equipments etc. lying thereat and keep the said Premises free from any kind of encroachments;
 - (d) provide the Owners quarterly statements about the Gross Revenue generated from sale of the Saleable Areas.

12. FORCE MAJEURE:

12.1 The Parties shall not be held responsible for any consequences or liabilities under this Agreement if any of the Party is prevented in meeting the obligations under this Agreement by reason of contingencies caused by

Y

neither of the Parties and unforeseen occurrences such as (i) acts of god, pandemic, lockdown, etc. (ii) acts of nature such as earthquake, storm, lightning, flood, etc. (iii) acts of war (iv) fire (v) insurrection (vi) terrorist action (vii) civil unrest (viii) riots (ix) any notice, order of injunction, litigation, attachments, etc., not occasioned at the instance or due to any laches, negligence, omission or act of the Party committing the default (x) any rule or notification of the government or any other public authority and (xi) any act of government such as change in legislation or enactment of new law or restrictive laws or regulations.

13. DEFAULTS:

- 13.1 The Parties have expressly agreed that neither Party shall be entitled to claim losses from the other Party on account of loss of business, anticipated loss of profits, loss of goodwill, etc.
- 13.2 Nothing contained hereinabove shall affect the right of either party to sue the other for specific performance of this contract and/or damages.

14. INDEMNITY:

14.1 Both the parties shall indemnify and keep the other party saved harmless and indemnified of and from all or any loss damage cost claim demand action prosecution penalty or proceeding that they or any of them may suffer or incur owing to any default or negligence of the other in carrying out their respective obligations in terms of this Agreement.

15. MISCELLANEOUS:

- 15.1 All municipal rates taxes and other outgoings payable in respect of the said Premises till the date of the Intending Buyers of the Saleable Areas becoming liable for payment of the same shall be borne and paid by the Owners and the Developer in the proportion in which they own the said Premises.
- 15.2 The Intending Buyers shall be entitled to take housing loans from any Banks or Financial Institutions for the purpose of payment of the price/consideration, extras and deposits and/or stamp duty, registration fees etc. payable by them in respect of their respective Saleable Areas.
- 15.3 The Owners do hereby agree and confirm that the Developer shall be entitled to obtain finance from banks, Non-Banking Financial Companies, private



equity fund and/or the financial institutions upon such terms and conditions as may be required by the Developer in respect of and for the construction of the New Building. The Owners shall extend necessary cooperation to the Developer for obtaining such construction finance and execute and/or register all documents in connection therewith and agrees to deposit the original title deed of the said Premises by way of equitable mortgage if so required by the bank or financial institution PROVIDED THAT the Owners shall not be nor be made liable for repayment of the loans or any consequence of default in such repayment. The Developer alone shall be liable for repayment of the loans or any consequence of default in such repayment.

- (a) In case owing to any loans or finances obtained by the Developer as aforesaid, the Owners suffer any losses damages actions claims demand or proceedings due to any non repayment or delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of such loan or liability whatsoever, the Developer shall indemnify and keep the Owners fully saved harmless and indemnified in respect thereof.
- (b) Within 03(three) months from the date of construction of the New Building by the Developer and the issuance of the Occupancy/ Completion Certificate by the Kolkata Municipal Corporation in respect thereof and sale of all the flats/units in the Project, the Developer shall be obligated to get the original title deed of the said Premises released from the concerned lender, if the same is caused to be deposited by the Developer from the Owners with the lender and handover the same to the Owners or the association of the Intending Buyers as per applicable laws.
- In case any additional area beyond what has been sanctioned for the said Building Plan is permitted to be constructed at the said Premises, due to changes in any law, rules, regulations or bye-laws or otherwise, the Gross Revenue realized from sale and transfer of 34.31% of such additional construction and all appertaining right title and interest therein and in the said Premises shall accrue to and belong to the Owners and the Developer in the same Gross Revenue Sharing Ratio of 50%:50% respectively and such additional construction shall be developed on the same principles herein contained. In this regard, it is clarified that all fees costs and expenses for sanction and construction of such additional area beyond what is sanctioned under the said Building Plan shall be borne and paid by the Owners and the Developer in the proportion in which they own the said Premises.

- 15.5 The carpet area, built-up area and super built-up area of all the Units in the New Building, shall be such as be determined by the Architect.
- 15.6 The name of the New Building shall be "SIGNATURE 18" and/or any other name as may be mutually decided between the parties.
- 15.7 The Owners and the Developer shall be entitled to put neon-sign, sign boards or signage on the roof of the over-head water tanks and lift machine rooms of the New Building.
- 15.8 The Developer hereby undertakes that without prior written consent of the Owners, the Developer shall not be entitled in any manner to assign and/or transfer this Development Agreement and/or rights under this Agreement to any one whosoever. Likewise, the Owners hereby undertake that without prior written consent of the Developer, the Owners shall not be entitled in any manner to assign and/or transfer this Development Agreement and/or rights under this Agreement to any one whosoever.
- 15.9 Each party represents and warrants that it has the full right and authority to enter into this Agreement. Each party represents and warrants that it has and covenants that it shall continue to have full right and authority to perform its obligations hereunder. The signatories of each party represent and warrant that they have full right and authority to execute this Agreement on behalf of each such party.
- 15.10 If any of the provisions of this Agreement is held or found to be unenforceable, illegal or void, all other provisions will nevertheless continue to remain in full force and effect. The parties shall nevertheless be bound to negotiate and settle a further provision to this Agreement in place of the provision which is held or found to be unenforceable, illegal or void, to give effect to the original intention of the parties and which would be enforceable, legal and valid.
- 15.11 The failure of either party to insist upon performance of any of the terms or provisions of the Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for exercise of such term, provision, option, right or remedy in future, and the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

- ADJUDICATION OF DISPUTES: In the event of any disputes or differences between the Parties hereto concerning or arising out of this Agreement or in any way connected with the Project, the Parties shall try to resolve the same amicably through mutual discussions, negotiations, mediation by common friends, and in case they fail to resolve the same within 30 days, either Party may refer the disputes for sole arbitration of an arbitrator under the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The decision of the arbitrator, as the case may be, shall be final and binding on both Parties. The arbitration shall be held at Kolkata and in English language.
- 18. JURISDICTION: Only the Hon'ble High Court at Calcutta and the Courts having territorial jurisdiction over the said Premises shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(said Premises)

ALL THAT messuages tenements hereditaments dwelling houses sheds structures and premises together with the piece or parcel of land or ground thereunto belonging whereon or on parts whereof the same are erected and built containing an area of 55 Cottahs 06 Chittacks more or less situate and lying at and being premises No. 8, Bosepukur Road, Kolkata-700042, under Police Station Kasba, Sub-Registration Office – Alipore, Ward No. 67 of the Kolkata Municipal Corporation in the District of South 24-Parganas {comprised of C.S. Dag Nos. 1312, 1313 and 1318 all recorded in C.S. Khatian No. 114 and C.S. Dag No. 1307 recorded in C.S. Khatian No. 644 all in Mouza Kasba, J.L. No. 13} and delineated in the plan annexed hereto duly bordered thereon in "Red" and butted and bounded as follows:

On the North : By portions of C.S. Dag Nos. 1300, 1304 and 1308;

On the South : By Bosepukur Road;

On the **East** : By portions of C.S. Dag Nos. 1310 and 1311; On the **West** : By portions of C.S. Dag Nos. 1314 and 1317.

Or Howsoever Otherwise the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.



Be it mentioned that the total area of the residential structures having cemented flooring on the said Premises is 1946 Square feet more or less.

THE SECOND SCHEDULE ABOVE REFERRED TO: (Extras and Deposits)

EXTRAS shall include:

- (a) costs charges and expenses for the Developer carrying out any additions or alterations and/or for providing at the request of the Intending Buyer any additional facility and/or utility in the Unit of a buyer in addition to specifications agreed to be provided therein;
- (b) costs charges and expenses for providing any facility or utility or installing any amenity for common use, in addition or up-gradation to those mentioned in the Specifications.
- (c) fees, costs, charges and expenses (including service charges and like) payable to CESC Ltd. for obtaining power connection in and for the said Premises either by High Tension or Low -Tension supply, including costs of transformer, switch gear, cable trench, sub-station and the like and their installations) and costs of electric meter.
- (d) security deposit and all additional amounts or increases thereof payable to the CESC Limited or other electricity service provider obtaining power connection in the Unit of the Buyer.
- (e) costs, charges and expenses for purchasing one or more generators and like other power back-up apparatus and all their accessories for the New Building.
- (f) legal documentation charges;
- (g) Cost of formation of service maintenance company/society/association;
- (h) GST and like taxes on the aforesaid Extras.

DEPOSITS (which shall be interest free) shall include:

- (a) Deposit on account of maintenance charges, common expenses, municipal rates and taxes, etc.;
- (b) Deposit on account of Sinking Fund.

(Note: The unadjusted Deposit Amounts shall be transferred to the Association to be formed for the Common Purposes)

THE THIRD SCHEDULE ABOVE REFERRED TO: (Devolution of Title to the said Premises in favour of the Owners and the Developer/Co-owner)

A. At all material times, one Hare Krishna Prasad, Shambhu Nath Neotia, New Ballygunge Builders Private Limited, Gold Rock Constructors Private Limited, Shubh City Promoters Private Limited, Gold Rock Properties Private Limited and New Ballygunge Developers Private Limited were the full and absolute owners of Premises No. 8 Bosepukur Road, Kolkata admeasuring 55 Cottahs 06 Chittacks more or less in the following undivided shares:

i) Hare Krishna Prasad - 11 Cottahs 15 Chittacks (i.e. 21.56%)

ii) Shambhu Nath Neotia - 11 Cottahs 15 Chittacks (i.e. 21.56%)

iii) New Ballygunge Builders Pvt.

Ltd. - 07 Cottahs 00 Chittacks (i.e. 12.64%)

iv) Gold Rock Constructors Pvt. Ltd. - 05 Cottahs 10 Chittacks (i.e. 10.16%)

of contracts (i.e. 10.1070)

v) Shubh City Promoters Pvt. Ltd. - 07 Cottahs 00 Chittacks (i.e. 12.64%)
 vi) Gold Rock Properties Pvt. Ltd. - 06 Cottahs 11 Chittacks (i.e. 12.07%)

vii) New Ballygunge Developers Pvt.

Ltd. - 05 Cottahs 03 Chittacks (i.e. 9.37%)

Total: 55 Cottahs 06 Chittacks (i.e. 100%)

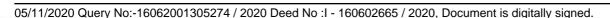
By an Indenture of Conveyance dated 25th January 2011 made between the B. said Hare Krishna Prasad as vendor therein and Kasturi Infrastructure Private Limited, the Owner No.1 hereto as purchaser therein and the said Shambhu Nath Neotia, New Ballygunge Builders Private Limited, New Ballygunge Developers Private Limited, Shubh City Promoters Private Limited, Gold Rock Constructors Private Limited and Gold Rock Properties Private Limited as confirming parties therein and registered with the Additional Registrar of Assurances-I, Kolkata in Book No. 1 CD Volume No. 2 pages 3799 to 3830 Being No. 00629 for the year 2011, Hare Krishna Prasad for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of Kasturi Infrastructure Private Limited All That his entire undivided 11 Cottahs 15 Chittacks (i.e. 21.56% share) landed property at and in the said Premises absolutely and forever and all the six confirming parties thereto, being the co-owners of the said Premises concurred and confirmed the sale thereby made.

- C. By an Indenture of Conveyance dated 11th August 2012 made between the said Shambhu Nath Neotia as vendor therein and the said Kasturi Infrastructure Private Limited, the Owner No.1 hereto as purchaser therein and the said New Ballygunge Builders Private Limited, New Ballygunge Developers Private Limited, Shubh City Promoters Private Limited, Gold Rock Constructors Private Limited and Gold Rock Properties Private Limited as confirming parties therein and registered with the Additional Registrar of Assurances-I, Kolkata in Book No. I, CD Volume No.16, pages from 3318 to 3332 Being No. 07494 for the year 2012, Shambhu Nath Neotia for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the said Kasturi Infrastructure Private Limited All That undivided 1 (one) Chittack (out of his undivided 11 Cottahs 15 Chittacks landed property) equivalent to undivided 0.11% part or share of and in the said Premises absolutely and forever and all the confirming parties thereto, being the co-owners of the said Premises, concurred and confirmed the sale thereby made.
- By an Agreement for Sale dated 25th June 2015 made between Shambhu D. Nath Neotia, Gold Rock Constructors Private Limited and Gold Rock Properties Private Limited as vendors therein, Kasturi Infrastructure Limited, New Ballygunge Builders Private Limited, New Ballygunge Developers Private Limited and Shubh City Promoters Private Limited as confirming parties therein and SKDJ Kasturi, the Developer hereto, as purchaser therein and registered with the Additional Registrar of Assurances-I, Kolkata in Book I, CD Volume No.1901-2015 Pages 44483 to 44516 Being No.190105342 for the year 2015, said Shambhu Nath Neotia and others contracted with the Developer hereto for absolute sale of their respective undivided shares in the said Premises aggregating to 43.68% undivided share (equivalent to more or less 24 Cottahs 03 Chittacks undivided landed property) in the said Premises No. 8 Bose Pukur Road, Kolkata admeasuring 55 Cottahs 06 Chittacks free from all encumbrances and liabilities whatsoever at and for the consideration and on the terms and conditions therein contained.
- E. After execution of the said Agreement for Sale dated 25th June 2015:
 - (i) The said New Ballygunge Builders Private Limited was converted from a private limited company to a limited liability partnership named New



Ballygunge Builders LLP vide Certificate of Registration on Conversion issued on 11th January 2016 by the Registrar of Companies, West Bengal.

- (ii) The said New Ballygunge Developers Private Limited was converted from a private limited company to a limited liability partnership named New Ballygunge Developers LLP vide Certificate of Registration on Conversion issued on 12th January 2016 by the Registrar of Companies, West Bengal.
- (iii) The said Shubh City Promoters Private Limited was converted from a private limited company to a limited liability partnership named Shubh City Promoters LLP vide Certificate of Registration on Conversion issued at West Bengal on 10th February 2016 by the Registrar of Companies, West Bengal.
- F. By an Indenture of Conveyance dated 27th March 2017 made between the said Shambhu Nath Neotia, Gold Rock Constructors Private Limited and Gold Rock Properties Private Limited as vendors therein, Kasturi Infrastructure Limited, New Ballygunge Builders LLP, New Ballygunge Developers LLP and Shubh City Promoters LLP as confirming parties therein and SKDJ Kasturi, the Developer/Co-owner hereto, as purchaser therein and registered with the Additional Registrar of Assurances-I, Kolkata in Book No I, Volume No. 1901-2017, pages from 61547 to 61614 Being No. 190102038 for the year 2017, said Shambhu Nath Neotia and others for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the Developer hereto All That their respective undivided shares in the said Premises aggregating to 43.68% undivided share (equivalent to more or less 24 Cottahs 03 Chittacks undivided landed property) in the said Premises No. 8 Bose Pukur Road, Kolkata admeasuring 55 Cottahs 06 Chittacks absolutely and forever and all the confirming parties thereto, being the co-owners of the said Premises, concurred and confirmed the sale thereby made.
- G. Plan for construction of a ground plus eighteen storeyed new building at the said Premises has been sanctioned by the Kolkata Municipal Corporation vide Building Permit No. 2020070001 dated 09.06.2020.



- By a Deed of Conveyance dated 15th october 2020 made between the H. said New Ballygunge Developers LLP and Shubh City Promoters LLP as vendors therein, Kasturi Infrastructure Limited and New Ballygunge Builders LLP as confirming parties therein and SKDJ Kasturi, the Developer/Co-owner hereto, as purchaser therein and presented for registration before the Additional District Sub Registrar, Sealdah, said New Ballygunge Developers LLP and Shubh City Promoters LLP for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the Developer hereto All That their respective undivided shares in the said Premises aggregating to 22.01% undivided share (equivalent to more or less 12 Cottahs 03 Chittacks undivided landed property) in the said Premises No. 8 Bose Pukur Road, Kolkata admeasuring 55 Cottahs 06 Chittacks and together with all benefits of the said Building Sanction Plan absolutely and forever and all the confirming parties thereto, being the co-owners of the said Premises, concurred and confirmed the sale thereby made.
- In the premises, the Owners and the Developer/Co-owner hereto became seized and possessed of as the full and absolute owners of the said Premises admeasuring 55 Cottahs 06 Chittacks more or less in the following undivided shares and percentages mentioned below corresponding to their respective names:

Names of Owner	Share on area basis	Share in percentage
Kasturi Infrastructure Private Limited, being the Owner No.1 hereto	12 Cottahs 00 Chittacks	21.67%
New Ballygunge Builders LLP, being the Owner No.2 hereto	07 Cottahs 00 Chittacks	12.64%
SKDJ Kasturi, being the Developer hereto	36 Cottahs 06 Chittacks	65.69%
	55 Cottahs 06 Chittacks	100%



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

EXECUTED AND DELIVERED on behalf of the within mentioned **OWNERS** at Kolkata.

For Kasturi Infrastructure Private Limited

Harch Pary

Authorised Signatory

For New Ballygunge Builders LLP

Harsh Berry
Designated Partner

EXECUTED AND DELIVERED on behalf of the within mentioned **DEVELOPER** at Kolkata.

SKDJ KASTURA

(Indrachard Grupt)

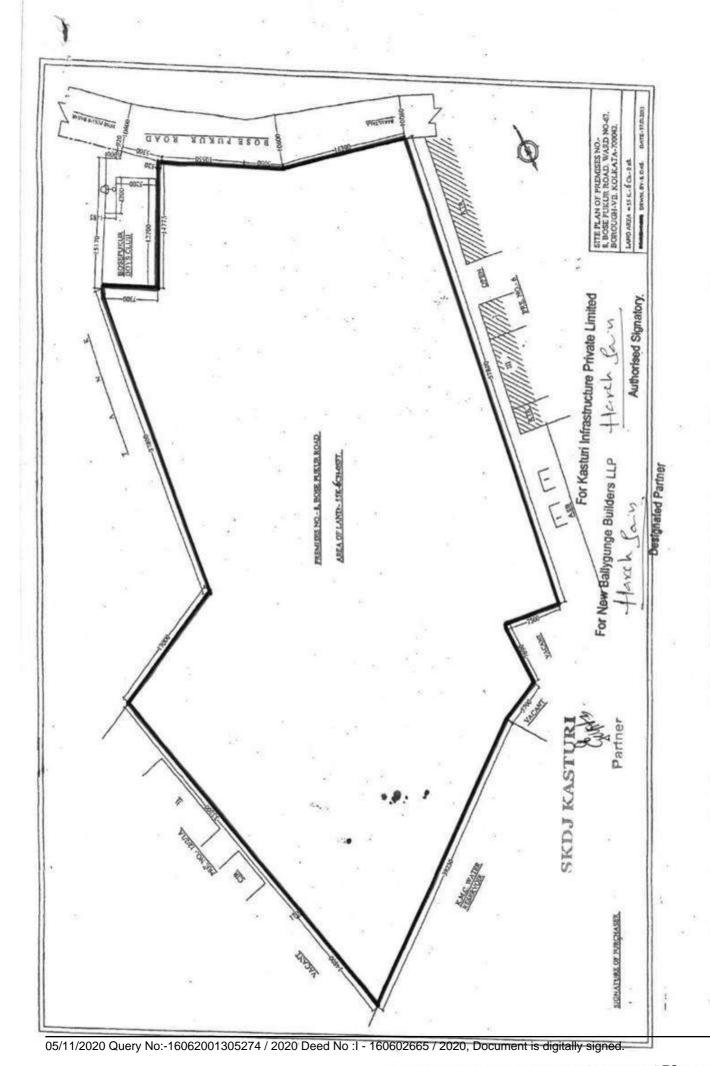
Witnesses to the above executants:

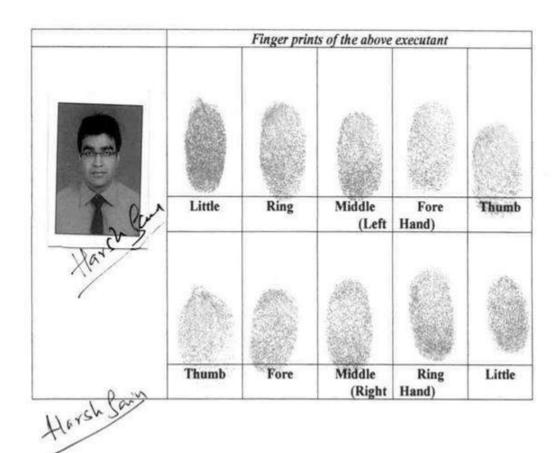
(1) Sushil Kumar Agarwal () Sushil Kumar Agarwal () Sto Indoa Chand Gupta
464, S.N. ley Load
Kolkata 700038

2) Abhijir Maskar Sto-Kamal Maskar 16, Strand Road, Kal-Torood

Document Drafted by me and approved by the Parties:

Ankit Shroff, Advocate
C/o. Pankaj Shroff & Company, Advocates
Diamond Heritage, N611,
16 Strand Road, Kolkata-700001
Enrolment No. F/66/2008





Little Ring Middle Fore Hand)

Thumb Fore Middle (Ring Little (Right Hand)



For Kasturi Infrastructure Private Limited

Authorised Signatory

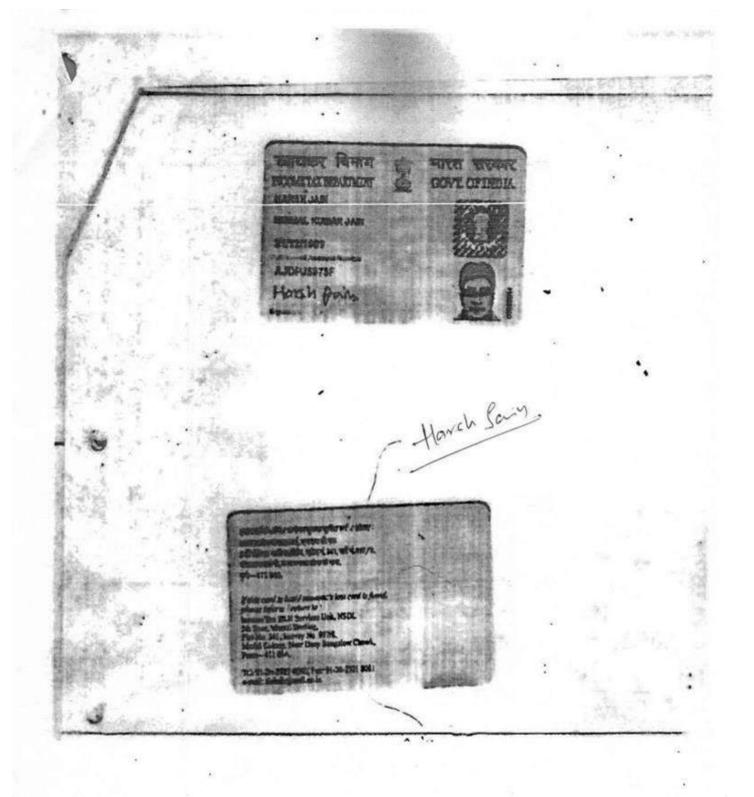


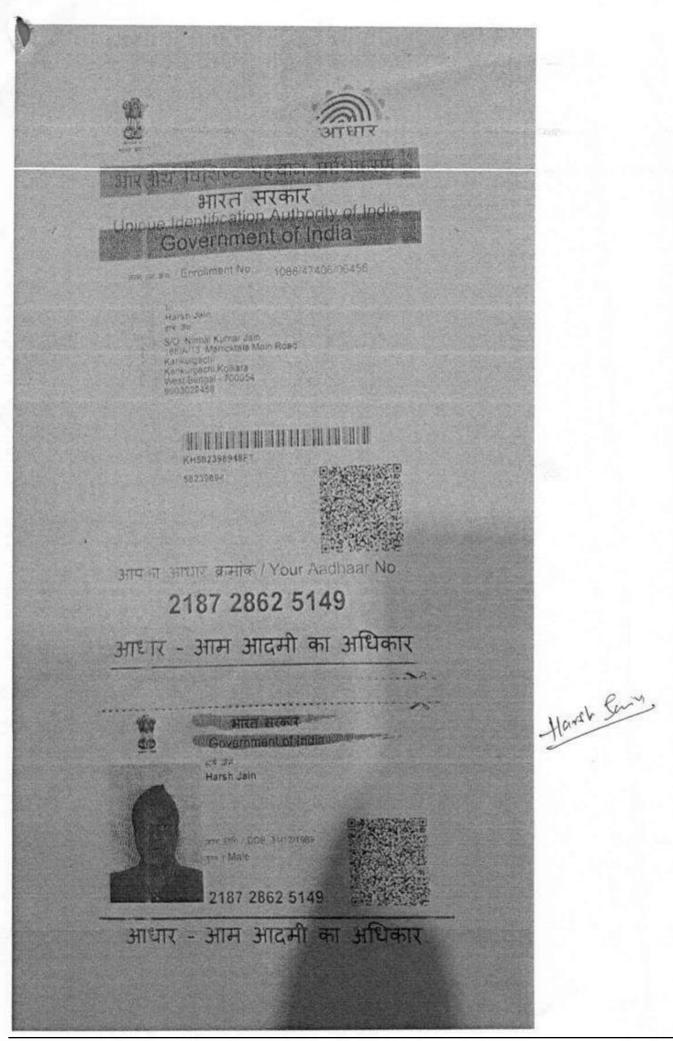
For New Ballygunge Builders LLP

Haveh Sann

Designated Partner

graph with processing of the state of the st

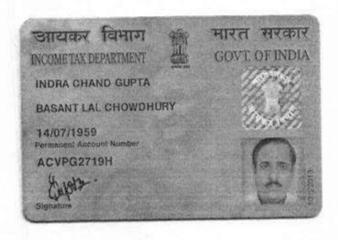




05/11/2020 Query No:-16062001305274 / 2020 Deed No:I - 160602665 / 2020, Document is digitally signed.













भारत सरकार Unique Identification Authority of India Government of India

Enrollment No.: 1325/13522/38261

To
Indra Chand Gupta
S/O: Basant Lai Chowdhury
464 S N ROY ROAD
PS NEW ALIPORE
Sahapur
Sahapur
Circus Avenue Koiksta
West Bengal 700038
9831001129

MD283769545FH



आपका आधार क्रमांक / Your Aadhaar No. :

6695 2274 1118

मेरा आधार, मेरी पहचान

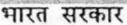


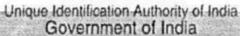
े 6695 2274 1118 मेरा आधार, मेरी पहचान





भारतीय विशिष्ट पहचान प्राधिकरण







E-Aadhaar Letter

তালিকাভুক্তির নখন/Enrolment No.: 1040/20363/46266

Soumitra Sarkar (সৌমিত্র সরকার)

Gobindapur, Hooghly, West Bengal - 712223

আদনার আধার সংখ্যা/ Your Aadhaar No.:

4309 1628 2532



আধার-সাধারণ মান্সের অধিকার

젊 *eos: \$50 tp42

তথ্য

- 🖪 আখার পরিচ্যের প্রমাণ, নাগরিকছের প্রমাণ নয়
- পরিচ্যের প্রমাণ অনলাইন অখেন্টিকেশন দ্বারা লাভ করন
- अठा अक शेलकेनिक প्रक्रियाय छित्री भठ

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

🛮 আধার সারা দেশে মানা

आधान अधानत समा आपमक्ष उक्तकार स्तिकार्कि कवात

■ अनुप्रश् करत आपमात वर्डमान (मावारेन नच्चा এवः है-(महेन ठिकाना প্রীকৃত করুন। এতে ভবিষাতে আপনার বিভিন্ন সুবিধা পাওয়া সহত

- Aadhaar is valid throughout the country.
- You need to enrol only once for Aadhaar.
- Please update your mobile number and e-mail address. This will help you to avail various services in future.

भारत सरकार GOVERNMENT DE INDIA



সেমির সরকার Soumitra Sarkar জন্মস্থারিম/ DOB: 07/07/1989 TOPY / MALE



भारतीय विशिष्ट पहचान प्राधिकरण GNIQUE IDENTIFICATION AUTHORITY OF INDIA

ठिकामाः

(पार्वित्मनूत, दणनी, पश्चिम वत्र - 712223

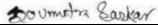
Address: Gottindapur, Hooghly West Bengal • 712223

4309 1628 2532

4309 1628 2532

আধার-সাধারণ মান্ধের অধিকার

Aadhaar-Aam Admi ka Adhikar





GUVI. OI VVESI DELIGAL

Directorate of Registration & Stamp Revenue e-Challan

GRN:

19-202021-011655337-1

Payment Mode

Online Payment

GRN Date: 14/10/2020 16:13:41

Bank:

State Bank of India

BRN:

CKO1234760

BRN Date: 14/10/2020 16:14:29

DEPOSITOR'S DETAILS

ld No.:

2001305274/19/2020

[Query No./Query Year]

Name:

PANKAJ SHROFF AND COMPANY

Contact No.:

Mobile No.:

+91 9830027662

E-mail:

legal@pankajco.com

Address:

16 Strand Road N611 Kolkata 700001

Applicant Name:

Mr Pankaj Shroff And Co

Office Name:

Office Address:

Status of Depositor:

Solicitor firm

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement

Payment No 19

PAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	2001305274/19/2020	Property Registration-Stamp duty	0030-02-103-003-02	75010
2	2001305274/19/2020	Property Registration-Registration Fees	0030-03-104-001-16	14

Total

75024

In Words:

Rupees Seventy Five Thousand Twenty Four only



Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue OFFICE OF THE A.D.S.R. SEALDAH, District Name: South 24-Parganas Signature / LTI Sheet of Query No/Year 16062001305274/2020

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr HARSH JAIN , 188/A/13, MANICKTOLLA MAIN ROAD, P.O:- KANKURGACHI, P.S:- Manicktola, District:- Kolkata, West Bengal, India, PIN - 700054	Represent ative of Land Lord [KASTURI INFRAST RUCTUR E PRIVATE LIMITED] ,[NEW BALLYGU NGE BUILDER S LLP]			Haveh Jany
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr INDRA CHAND GUPTA , 464, S.N ROY ROAD, P.O:- SAHAPUR, P.S:- New Alipore, District:-South 24- Parganas, West Bengal, India, PIN - 700038	Represent ative of Developer [SKDJ KASTURI	60		and late the

SI*	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr SOUMITRA SARKAR Son of Mr MILAN CHANDRA SARKAR VILLAGE- GOBONDAPUR, P.O:- DIARA, P.S:- Singur, District:- Hooghly, West Bengal, India, PIN - 712223	Mr HARSH JAIN, Mr INDRA CHAND GUPTA			Soumitra soura

(Kaushik Ray) ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SEALDAH South 24-Parganas, West Bengal

KASTURI INFRASTRUCTURE PRIVATE LIMITED

8, Bose Pukur Road, Kolkata – 700042 CIN: U25201WB2006PTC108373 Email: kasturiinfrastructure@gmail.com

CERTIFIED TRUE COPY OF RESOLUTION PASSED BY BOARD OF DIRECTORS OF M/S KATURI INFRASTRUCTURE PRIVATE LIMITED IN THEIR MEETING HELD ON MONDAY 9TH OCTOBER 2020 AT THE REGISTERED OFFICE OF THE COMPANY AT 8, BOSE PUKUR ROAD, KOLKATA-700042 AT 11.30 A.M

"RESOLVED that Mr. Harsh Jain s/o Mr. Nirmal Kumar Jain residing at 188A/13, Maniktalla Main Road, Kolkata – 700 054 be and is hereby authorised to sign as confirming party and do all such acts & things as may be necessary to get registry done on behalf of the Company for 12 cottah of land at 8, Bose Pukur Road, Kolkata-700042, Kolkata which was sold by Shubh City Promoters LLP of 8, Bose Pukur Road, Kolkata-700042 to SKDJ Kasturi of Shanti Niketan Building, 8, Camac Street, 9th Floor, Room No-9, Kolkata-700017."

ON BEHALF OF THE BOARD

For Kasturi Infrastructure Private Limited

(NIRMAL KUMAR JAIN)

Director DIN-00424116

Major Information of the Deed

Deed No :	I-1606-02665/2020	Date of Registration	02/11/2020		
Query No / Year	1606-2001305274/2020	Office where deed is registered			
Query Date	08/10/2020 5:10:57 PM	1606-2001305274/2020			
Applicant Name, Address & Other Details	Pankaj Shroff And Co 16 STRAND ROAD, Thana: Burrobazar, District: Kolkata, WEST BENGAL, PIN - 700001, Mobile No.: 9051486917, Status: Solicitor firm				
Transaction		Additional Transaction			
[0110] Sale, Development A agreement	greement or Construction	[4308] Other than Immovable Property, Agreement [No of Agreement : 0]			
Set Forth value		Market Value			
		Rs. 7,64,25,008/-			
Stampduty Paid(SD)		Registration Fee Paid			
Rs. 75,110/- (Article:48(g))		Rs. 14/- (Article:E, E)			
Remarks Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement sli area)			ne assement slip.(Urban		

Land Details:

District: South 24-Parganas, P.S:- Kasba, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Bose Pukur Road, Road Zone: (R. B. Connector -- Dr. G. S. Bose Rd (Word 67)), Premises No: 8, Ward No: 067 Pin Code: 700042

Sch	Plot	Khatian	Land	Use	Area of Land	SetForth	Market	Other Details
No	Number	Number	Proposed	ROR		Value (In Rs.)	Value (In Rs.)	
L1	(RS :-)		Bastu		19 Katha		7,59,24,008/-	Property is on Road
	Grand	Total:			31.35Dec	0 /-	759,24,008 /-	

Structure Details:

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details		
S1	On Land L1	668 Sq Ft.	0/-	5,01,000/-	Structure Type: Structure		
	Gr. Floor, Area of floor : 668 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete						
	Total :	668 sq ft	0 /-	5,01,000 /-			

Land Lord Details:

SI No	Name,Address,Photo,Finger print and Signature	
	KASTURI INFRASTRUCTURE PRIVATE LIMITED 8, Bosepukur Road, P.O:- Kasba, P.S:- Kasba, District:-South 24-Parganas, W. PAN No.:: AAxxxxxx0M,Aadhaar No Not Provided by UIDAI, Status:Organizati Executed by: Representative	

NEW BALLYGUNGE BUILDERS LLP

8, Bosepukur Road, P.O:- Kasba, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042, PAN No.:: AAxxxxxx4F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details:

SI No	Name,Address,Photo,Finger print and Signature
1	SKDJ KASTURI , 8 Camac Street, P.O:- CIRCUS AVENUE, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700017, PAN No.:: ACxxxxxx7K,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

Representative Details:

SI No	Name,Address,Photo,Finger print and Signature
1	Mr HARSH JAIN
	Son of Mr NIRMAL KUMAR JAIN, 188/A/13, MANICKTOLLA MAIN ROAD, P.O:- KANKURGACHI, P.S:-
	Manicktola, District:-Kolkata, West Bengal, India, PIN - 700054, Sex: Male, By Caste: Hindu,
	Occupation: Others, Citizen of: India, , PAN No.:: AJxxxxxxx3F, Aadhaar No: 21xxxxxxxx5149 Status :
	Representative, Representative of : KASTURI INFRASTRUCTURE PRIVATE LIMITED (as
	AUTHORISED REPRESENTATIVE), NEW BALLYGUNGE BUILDERS LLP (as PARTNER)
2	Mr INDRA CHAND GUPTA (Presentant)
	Son of Late BASANT LAL CHOWDHURY, 464, S.N ROY ROAD, P.O SAHAPUR, P.S New Alipore,
	District:-South 24-Parganas, West Bengal, India, PIN - 700038, Sex: Male, By Caste: Hindu,
	Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx9H, Aadhaar No: 66xxxxxxxx1118 Status :
	Representative, Representative of : SKDJ KASTURI (as PARTNER)

Identifier Details:

Name	Photo	Finger Print	Signature	
Mr SOUMITRA SARKAR Son of Mr MILAN CHANDRA SARKAR VILLAGE- GOBONDAPUR, P.O:- DIARA, P.S:- Singur, District:-Hooghly, West Bengal, India, PIN - 712223				
Identifier Of Mr HARSH JAIN, Mr INDRA CHAND GUPTA				

Identifier Of Mr HARSH JAIN, Mr INDRA CHAND GUPTA

Trans	Transfer of property for L1				
SI.No	From	To. with area (Name-Area)			
1	KASTURI INFRASTRUCTURE PRIVATE LIMITED	SKDJ KASTURI-12 Katha			
2	NEW BALLYGUNGE BUILDERS LLP	SKDJ KASTURI-7 Katha			
Trans	fer of property for S1				
SI.No	From	To. with area (Name-Area)			
1	KASTURI INFRASTRUCTURE PRIVATE LIMITED	SKDJ KASTURI-423.00000000 Sq Ft			
2	NEW BALLYGUNGE BUILDERS LLP	SKDJ KASTURI-245.00000000 Sq Ft			

Endorsement For Deed Number : I - 160602665 / 2020

On 14-10-2020

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 7,64,25,008/-



Kaushik Ray ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SEALDAH

South 24-Parganas, West Bengal

On 15-10-2020

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

Presented for registration at 16:20 hrs on 15-10-2020, at the Private residence by Mr INDRA CHAND GUPTA,..

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

Execution is admitted on 15-10-2020 by Mr HARSH JAIN, AUTHORISED REPRESENTATIVE, KASTURI INFRASTRUCTURE PRIVATE LIMITED, 8, Bosepukur Road, P.O:- Kasba, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042; PARTNER, NEW BALLYGUNGE BUILDERS LLP, 8, Bosepukur Road, P.O:- Kasba, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042

Indetified by Mr SOUMITRA SARKAR, , , Son of Mr MILAN CHANDRA SARKAR, VILLAGE- GOBONDAPUR, P.O: DIARA, Thana: Singur, , Hooghly, WEST BENGAL, India, PIN - 712223, by caste Hindu, by profession Service

Execution is admitted on 15-10-2020 by Mr INDRA CHAND GUPTA, PARTNER, SKDJ KASTURI, , 8 Camac Street, P.O:- CIRCUS AVENUE, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700017

Indetified by Mr SOUMITRA SARKAR, , , Son of Mr MILAN CHANDRA SARKAR, VILLAGE- GOBONDAPUR, P.O: DIARA, Thana: Singur, , Hooghly, WEST BENGAL, India, PIN - 712223, by caste Hindu, by profession Service



Kaushik Ray
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SEALDAH

South 24-Parganas, West Bengal

On 02-11-2020

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 14/- (E = Rs 14/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 14/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/10/2020 4:14PM with Govt. Ref. No: 192020210116553371 on 14-10-2020, Amount Rs: 14/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKO1234760 on 14-10-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,010/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 75,010/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 35089, Amount: Rs.100/-, Date of Purchase: 03/08/2020, Vendor name: Amal Kr Saha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/10/2020 4:14PM with Govt. Ref. No: 192020210116553371 on 14-10-2020, Amount Rs: 75,010/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKO1234760 on 14-10-2020, Head of Account 0030-02-103-003-02

(Slong .

Kaushik Ray
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SEALDAH

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1606-2020, Page from 114200 to 114249
being No 160602665 for the year 2020.



(Kaushik Ray) 2020/11/05 01:53:20 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SEALDAH West Bengal.

(This document is digitally signed.)