

T-2882/23



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N 563322

Additional Registrar of Assurance-44
Kolkata

3 Certified that the Document is admitted to
Registration The Signature Sheet and the
enclosure sheets affixed to this document
are the part of this Document.

Additional Registrar
of Assurances in Victoria

03 MAR 2023

BETWEEN

CHOWRINGHEE PLANNERS LLP, a Limited Liability partnership Firm, incorporated under the Limited Liability Partnership Act, 2008 (LLPIN No. AAA-6163) having its registered office at Vaibhav, 4F, 4 Lee Road, P.O. Elgin Road (LR Sarani) P. S. Bhawanipur, Kolkata - 700020 (PAN AAHFC6777B) represented by its Designated Partner Mr. Saharsh Parekh son of Mr. Utsav Parekh residing at 2/3 Sarat Bose Road, P.O. & P. S. Ballygunge, Kolkata - 700020 (PAN AKIPP2376A / Adhaar 840092055797) and Mr. Ajay Kumar Kayan son of Late Gauri Shankar Kayan residing at 9/2, Hunger Ford Street, P.O. Circus Avenue P. S. Shakespeare Sarani, Kolkata - 700017 (PAN

West Coast Film

117
118

250
300

1

83838

01 MAR 2023

DATE.....
SOLD TO..... ADITYA KANODIA
ADDRESS..... Advocate - Calcutta High Court
6 Old Post Office Street
Temple Chambers, 4th Floor
Kolkata 700 001
RS..... 504 -

CODE NO. (1067)
LICENCED NO.
20 & 20A / 1973

ANJUSHREE BANERJEE
L. S. VENDOR (O.S.)
HIGH COURT, KOLKATA 700 001

AMBA HIGHRISE PRIVATE LIMITED

Director

For CHOWRINGHEE PLANNERS LLP

DESIGNATED PARTNER

For CHOWRINGHEE PLANNERS LLP

DESIGNATED PARTNER

Koushik Saha

ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

- 1 MAR 2023



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



010320232031680327

GRIPS Payment Detail

GRIPS Payment ID:	010320232031680327	Payment Init. Date:	01/03/2023 15:29:50
Total Amount:	575042	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	6648668738215	BRN Date:	01/03/2023 15:31:19
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name:	Mr AJAY KUMAR SHROFF
Mobile:	9831933581

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192022230316803288	Directorate of Registration & Stamp Revenue	575042
Total			575042

IN WORDS: FIVE LAKH SEVENTY FIVE THOUSAND FORTY TWO ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.





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



192022230316803288

GRN Details

GRN:	192022230316803288	Payment Mode:	SBI Epay
GRN Date:	01/03/2023 15:29:50	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	6648668738215	BRN Date:	01/03/2023 15:31:19
Gateway Ref ID:	202306032455211	Method:	State Bank of India New PG CC
GRIPS Payment ID:	010320232031680327	Payment Init. Date:	01/03/2023 15:29:50
Payment Status:	Successful	Payment Ref. No:	2000556162/8/2023
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	Mr AJAY KUMAR SHROFF
Address:	68/2 HARISH MUKHERJEE ROAD, KOLKATA - 700 025
Mobile:	9831933581
Email:	rajeev@alcoverealty.in
Period From (dd/mm/yyyy):	01/03/2023
Period To (dd/mm/yyyy):	01/03/2023
Payment Ref ID:	2000556162/8/2023
Dept Ref ID/DRN:	2000556162/8/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000556162/8/2023	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2000556162/8/2023	Property Registration- Registration Fees	0030-03-104-001-16	500021
Total				575042

IN WORDS: FIVE LAKH SEVENTY FIVE THOUSAND FORTY TWO ONLY.





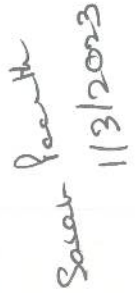
Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - II KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19022000556162/2023

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	Saharsh Parekh 2/3, Sarat Bose Road, Kolkata, City:- Not Specified, P.O:- Elgin Road, P.S:- Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700020	Representative of Land Lord [CHOWRINGHEE PLANNER S LLP]		1852 	 11/3/2023
2	Ajay Kumar Kayan 9/2, Hunger Ford Street, Kolkata, City:- Kolkata, P.O:- Circus Avenue, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017	Representative of Land Lord [CHOWRINGHEE PLANNER S LLP]		1853 	 11/3/2023
3	Yashaswi Shroff 68/2, Harish Mukherjee Road, Kolkata, City:- Not Specified, P.O:- Bhowanipore, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700025	Representative of Developer [AMBA HIGHRISE PRIVATE LIMITED]		1851 	 11/03/2023

SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print 1854	Signature with date
1	Koushik Saha Son of Kali Pada Saha Gorkhara Uttarpara Sonarpur, City:- Not Specified, P.O:- Sonarpur, P.S:- Sonarpur, District:- South 24-Parganas, West Bengal, India, PIN:- 700150	Saharsh Parekh, Ajay Kumar Kayen, Yashaswi Shroff			Koushik Saha 01/03/2023

(Satyajit Biswas)

ADDITIONAL REGISTRAR
OF ASSURANCE

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

Kolkata, West Bengal

AGGPK0892G / Adhaar 6051 8840 0994) hereinafter referred to as the “OWNER” (which expression shall unless repugnant to the context mean and include successors in office, successors in interest, agents and permitted assigns) of the FIRST PART;

AND

AMBA HIGHRISE PRIVATE LIMITED, a company within the meaning of the Companies Act, 2013 (CIN U70101WB2006PTC107536) having its registered office at 68/2, Harish Mukherjee Road, P.O. Bhowanipur, P. S. Kalighat Kolkata 700 025 (PAN AAFCA7094L) represented by one of its Directors Sri Yashaswi Shroff son of Sri Ajay Kumar Shroff residing at 68/2, Harish Mukherjee Road, P.O. Bhowanipur, P. S. Kalighat Kolkata 700 025 (Voter ID XYR1157700 / Adhaar 7518 7455 8729) hereinafter referred to as the “DEVELOPER” (which expression shall unless repugnant to the subject or context be deemed to mean and include its successors in office, successors in interest, agents and assigns) of the SECOND PART;

DEFINITIONS: - In this Agreement the following additional expressions shall unless repugnant to the context shall have the meaning assigned thereto:

- (i) “Allottees” or “Transferees” means the persons who shall book and/or enter into agreements for purchasing and acquiring or have purchased and acquired Transferable Spaces in the Project.
- (ii) “Building Plan” means the plan for construction of the buildings and other structures on the said Land as may be sanctioned by the appropriate authority.
- (iii) “Common Areas” means the areas for the Project meant for common use and enjoyment and includes passages, lobby, staircase, lift, areas for installation of common amenities and facilities etc. but does not include the Transferable Areas or the North Block.



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- (iv) "Common Services" means all essential services, facilities and utilities for the Project as may be decided by the Developer to be installed and/or provided therein, such as, water and electricity in the Common Areas, lift, plumbing, sanitation, drainage, sewerage etc. and shall include all equipment, apparatus, fittings, plumbing required for providing such services facilities and utilities at the Project.
- (v) "Developer's Revenue Share" or "Developer's Allocation" means Net Revenue Receipts as reduced by Owner's Revenue Share that is to say 32.50% of NRR and also all other receivables apart from NRR as specified herein.
- (vi) "Force Majeure" means any Act of God, Act of State, any law or regulation of the Government or Authority, restraint orders / directions (excluding those attributable to either of the parties), war, Quarantine restrictions (as notified by the Central / State Government), Fire at the Project, Earthquake or Flood or any such other event which is beyond the control of the parties and subsists for more than 15 days.
- (vii) "Interest Free Adjustable / Refundable Security Deposit" or "SD" means an aggregate sum of Rs. 40,00,00,000/- (Rupees Forty Crores) only deposited by the Developer with the Owner adjustable against the Owner's Revenue Share in the manner agreed herein.
- (viii) "Miscellaneous Receipts" means the Net off amount remaining on account of charges / revenue received from the Allottees on account of nomination charges, cancellation charges, forfeiture, interest on delayed payment charges or any other similar charges accruing from the Allottee after deducting actual expenses in relation to realization of the same.
- (ix) "Net Revenue Receipts" or "NRR" for the purpose of this agreement shall mean any amounts / consideration received against Booking / Allotment and Transfer/Sale of the Units, Parking Spaces, common spaces and other Transferable Areas from time to time and any other amount on any account received from the Allottees/Transferees of Units/Spaces in the Project like Base Price, Floor Rise Charges, Terrace benefits, Premium



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Location Charges, Miscellaneous Receipts (*as defined herein*), and similar non-refundable amounts; but the following items shall however be excluded / deducted therefrom, which all shall be collected realized and appropriated by the Developer alone:

- a. Amounts received from Transferees of Transferable Areas and other spaces, areas, rights or benefits at the said Project on account of or as extras such as on account of generator, transformer, installations, procuring electricity, mutation assistance charges, society formation charges, Guarding charges, legal charges etc., and also those received as deposits / advances against rates and taxes, maintenance charges, maintenance deposits, other deposits, sinking fund, etc.
- b. Any deposit for Electricity Board or local electricity suppliers, society formation charges, deposits/security received from transferees of Transferable Areas and other spaces areas rights or benefits at the said Project or for any other mutually decided specified purpose not forming part of consideration for sale/transfer of Transferable Areas and other spaces areas rights or benefits at the said Project.
- c. Cost collected from Transferees for extra work carried out exclusively at the instance of Transferees within the Transferable Areas including services provided to Allottees during Fit-out period.
- d. Costs collected from Transferees for Furniture fixture or fittings or any appliances etc. supplied at the Transferable Area beyond the Project's standard specification.
- e. Stamp duty and registration fee collected from the prospective transferees of Transferable Areas and other spaces areas rights or benefits at the said Project.
- f. Statutory realization, including but not limited to GST, Development charges, Betterment fees etc.;



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- (x) "North Block" means a commercial -cum- residential use building to be constructed on the Northern Side of the said Land which shall be constructed as per plan already provided by the Owner and is to comprise of an area of 39,341 square feet (FAR Area) and all facilities, amenities and other areas like all car parking spaces in the basement areas, roof of such building, drive ways earmarked for this building together with the proportionate share in the Land underneath such building, which shall exclusively belong to the Owner.
- (xi) "North Block Cost" means the sum of (a) Cost of Plan Sanction and other fees paid for sanction and/or commencement of work; (b) For basement - Rs. 2,000/- per square feet built up area (inclusive of GST and Taxes); (c) For other areas - Rs. 3500/- per square feet built up area (inclusive of GST and Taxes) which shall be completed as per specifications agreed upon; The payment schedule for such North Block Cost by the Owner to the Developer has been mutually agreed.
- (xii) "Owner's Revenue Share" or "Owner's Allocation" means 67.50% (sixty seven point five zero percent) of Net Revenue Receipts (*subject to sales and marketing cost as defined herein*) which shall be receivable by the Owner in the manner agreed herein.
- (xiii) "Project" means only the Residential Building with the Common Areas, facilities and amenities appurtenant thereto, to be constructed at the said Land, together with the Buildings and other structures as shall be constructed or developed on the remaining land after excluding the land area consumed for construction of the North Block at the said Land.
- (xiv) "Project Advocate" means Mr. Aditya Kanodia, Advocate, Partner, Kanodia & Co., Solicitors & Advocates, having their office at Temple Chambers, 4th Floor, 6 Old Post Office Street, Kolkata 700 001.
- (xv) "Project's Designated Bank Account" means a Bank account opened at the joint instructions of the parties and to be operated for the purposes of



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receiving and distribution of the NRR amongst the parties on the basis of standing instructions to be jointly issued by the parties.

- (xvi) "said Land" means ALL THAT the area of land measuring about 4 Bighas 12 Chittaks equivalent to 58,165 sq.ft be the same a little more or less comprised in or forming 54 Chowringhee Road (previously 53A, 53B and 54 Chowringhee Road) P.O. & P. S. Shakespeare Sarani Kolkata 700 020 under Ward No. 63 under the Kolkata Municipal Corporation together with the easementary and quasi easementary rights morefully mentioned and described in the First Schedule written hereunder and morefully described in Green Colour on the map or plan annexed hereto.
- (xvii) "Transferable Area" means the entire constructed area of the Project including Flats, Units, Apartments, Extended Terraces, Roofs, Servants Quarters, Parking Spaces, covered / open and other areas in the Buildings as also the open spaces within the Project, which can be separately occupied, used and enjoyed within the said Project, (i.e. excluding the entire North Block).

WHEREAS:

- A. By an Indenture of Conveyance dated 2nd July, 1918, registered in the Office of the Registrar of Assurances at Calcutta, recorded in book No. 1, Volume No. 87, at Pages 69 to 74, Being Deed No. 2844 for the year 1918, John Carpiet Galstaun sold, transferred and conveyed All That 2 (two) Bigha 15 (fifteen) Cottah (but as recorded by the registrar being All That 2 (two) Bigha 13 (thirteen) Cottah 10 (ten) chittack and 25 (twenty five) square feet), alongwith a brick built structure situated at Municipal Premises No. 54, Chowringhee Road being holding No. 55, Block XIX, South Division, under ward no. 63 of the Kolkata Municipal Corporation, Police Station Shakespeare Sarani, Kolkata 700071 (First Premises) to Rai Bahadur Buldeo Das Birla, Jugal Kishore Birla, Rameshwar Birla, Ghanshyam Das Birla and Brij Mohan Birla, as



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- self and Joint Hindu Family under the name of "*Buldeo Das Jugal Kishore*", for the consideration mentioned therein
- B. By an Indenture of Conveyance dated 7th February, 1919, registered in the Office of the Registrar of Assurances at Calcutta, recorded in Book No. 1, Volume No. 42, at Pages 39 to 50, Being Deed No. 543 for the year 1919, David Aaron Gubboy, as trustee and Aaron Hye Nusseem Ezekiel Judah and Hannah Judah, as beneficiaries of Deed of Marriage Settlement dated 11th May, 1875 jointly sold, transferred and conveyed All That 1 (one) Bigha 7 (seven) Cottah and 2 (two) chittack, alongwith a brick built structure situated at Municipal Premises No. 53, Chowringhee Road, under ward no. 63 of the Kolkata Municipal Corporation, Police Station Shakespeare Sarani, Kolkata 700071 (Second Premises) to Rai Bahadur Buldeo Das Birla and Jugal Kishore Birla, for the consideration mentioned therein.
- C. By a Family Arrangement *inter alia* the said First Premises and Second Premises were divided and allotted among (1) Jugal Kishore Birla (2) Rameshwar Das Birla as self and karta of his HUF and as the natural guardian of his minor sons (3) Ghanshyam Das Birla as self and karta of his HUF and as the natural guardian of his minor sons (4) Braj Mohan Birla as self and karta of his HUF and as the natural guardian of his minor son (5) Sarda Kumari Birla (6) Rukamni Birla (7) Lakshminiwas Birla and (8) Gajanan Birla (collectively Jugal Kishore Birla and Ors.).
- D. Thereafter, the said Jugal Kishore Birla & Ors. for the sake of proper management, maintaining and improvement of the said First Premises and Second Premises formed a partnership or Joint Stock Company being named "*Ganga Properties Limited*" and got registered under Part VIII of the Companies Act 1913 on 26th April, 1932, executing an Articles of Association whereby Jugal Kishore Birla & Ors. being the members of the joint Hindu Family inducted themselves as shareholders of the said Joint Stock Company.



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- E. By a Indenture of Confirmation and Release dated 30th April, 1932, registered in the Office of the Registrar of Assurances at Calcutta, recorded in Book No. I, Volume No. 39, at Pages 203 to 209, Being Deed No. 1466 for the year 1932, (1) Raja Buldeo Das Birla (2) Rani Chhogi Birla (3) Jugal Kishore Birla (4) Rameshwar Das Birla HUF, for self and as Karta (5) Madhoprasad Birla, represented by his legal guardian Rameshwar Das Birla (6) Sarda Kumari Birla (7) Gajanan Birla (8) Ghanshyamdas Birla HUF, for self and as Karta (9) Krishna Prasad Birla, represented by his legal guardian Ghanshyamdas Birla (10) Basant Kumar Birla, represented by his legal guardian Ghanshyamdas Birla (11) Braj Mohan Birla HUF, for self and as Karta (12) Ganga Prasad Birla, represented by his legal guardian Braj Mohan Birla (13) Rukmani Birla and (14) Lakshminiwas Birla, released, transferred and assigned, the right, title and interest of Jugal Kishore Birla & Ors.'s estate unto and in favour of Ganga Properties Limited.
- F. Pursuant to the abovementioned circumstances, Ganga Properties Limited mutated and recorded its name in the records of the Kolkata Municipal Corporation, in respect of Municipal Premises 53A and 53B, Chowringhee Road (being renumbered from 53, Chowringhee Road) and was assessed vide Assessee No. 110631000289 and 110631000290, respectively. Also, Ganga Properties Limited mutated its named in respect of Municipal Premises 54, Chowringhee Road which then was assessed vide Assessee No. 110631000307. Ganga Properties Limited became the sole and absolute owner of the First and the Second Premises and paid taxes thereon.
- G. Consequently, Ganga Properties Limited tenanted and let out the First Premises and the Second Premises to various tenants
- H. Thereafter, Ganga Properties Limited upon application for the conversion into a '*private limited company*' was allowed and approved its conversion and vide approval from the government vide SRN A76400266 dated 18th January, 2010,



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the said Ganga Properties Limited was renamed and incorporated as “*Ganga Properties Private Limited*”.

- I. By an Indenture of Conveyance dated 8th June, 2012, registered in the Office of the Additional Registrar of Assurances II, Kolkata, recorded in Book No. I, Volume No. 26, at Pages 4255 to 4276, Being Deed No. 190207153 for the year 2012, Ganga Properties Private Limited sold, transferred and conveyed the First Premises and Second Premises in favour of Chowringhee Planners LLP.
- J. The name of the said Chowringhee Planners LLP was recorded in the records of the Kolkata Municipal Corporation. At the instance of the said Chowringhee Planners LLP, the Kolkata Municipal Corporation has amalgamated the said First and the Second Premises vide Memo No. AA(3)/XVIII/310/13-14 dated 31st October, 2013, which was thus renumbered as 54, Chowringhee Road, Kolkata (Said Land). The said renumbered amalgamated premises is assessed vide Assessee No. 110631000307.
- K. The Owner herein thus became and is the absolute owner of the said Land and has been in possession thereof.
- L. The Owner has proposed development of the Said Land for commercial exploitation thereof on the condition that the North Block (*defined above*) shall be constructed and delivered to the Owner for its exclusive use and the remaining area only shall form part of the Project to be developed and completed by the Developer as a super luxury residential complex and proceeds thereof be shared by the Parties.
- M. The Owner has since entered into settlement agreements with the various tenants/occupants of the said Land and all tenants/occupants have agreed to shift and/or vacate from their existing tenanted/occupied places.

The seal of the Commonwealth of Massachusetts is a circular emblem. It features a central shield depicting a Native American figure holding a bow in his right hand and an arrow pointing downward in his left. A five-pointed star is positioned above the figure's right shoulder. Surrounding the shield is a decorative border containing the Latin motto: "ENSE PETIT PLACIDAM SVB LIBERTATE QVIETEM". Below the shield, a scroll displays the year "1780".

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- N. The Developer has agreed to construct the North Block at the mutually agreed consideration being the North Block Cost to be borne and paid by the Owner, as per progress of the construction of the North Block and thereafter commence and complete the Project on the terms and conditions contained herein.
- O. The Owner herein is thus entering into this Development Agreement with the Developer for construction of the North Block and thereafter Development, Construction, Sale and Commercial exploitation of Project, all within the said Land and more fully described in the First Schedule hereunder.

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

1. DEVELOPMENT OF THE SAID LAND:

- 1.1. The Owner hereby grants exclusive right of demolition, construction, execution, development the Project on the said Land unto and in favour of the Developer and to market and sell the Transferable areas subject to the conditions agreed herein, with an object and intent that the entire North Block (to be constructed by the Developer at the cost of the Owner as agreed herein) shall exclusively belong to the Owner and the Transferable Area (i.e. The entire sanctioned Area less the North Block) comprised in the Project, shall be developed and constructed by the Developer at its own cost, and shall be marketed and sold in the manner agreed herein, and the Net Revenue Receipts shall be shared by and between the Parties on the terms and conditions hereinafter stated.
- 1.2. The Developer shall at the first instance complete construction of the North Block at the mutually agreed North Block Cost, which is to be borne and paid by the Owner as per progress of the construction.



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- 1.3. The Developer shall execute and construct the Project as a super luxury residential complex in accordance with the Building Plan to be obtained by the Developer completely, at its own costs and expenses. The Units / Flats at the Project will be developed for sale on a Bare-shell basis along with completion of all other areas thereat.

2. REPRESENTATION BY THE OWNER:

The Owner on the basis of its knowledge makes the following true and faithful representation:

- 2.1. The Owner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to and is the absolute owner of the said Land, free from all encumbrances whatsoever (save and except the areas under occupation of tenants/occupants).
- 2.2. The said Land is butted and bounded by a pucca boundary wall and the Owner has exclusive control over the ingress and egress of the said Land.
- 2.3. The said Land is free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, uses, *lis pendences*, *debuffers*, trusts, prohibitions, Income Tax attachment, Bank/Financial Institution charges, statutory prohibitions, acquisitions, requisitions, vesting and liabilities whatsoever or howsoever made or suffered by the Owner or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Owner or the Owner's predecessors-in-title and the title of the Owner to the Said Land is free, clear and marketable.
- 2.4. The Owner or its predecessors have not received any notice from any authority for acquisition, requisition or vesting of the said Land and declares that the said Land is not affected by any scheme of the KMC or Government or any Statutory Body.
- 2.5. The Owner does not hold any excess vacant land under the Urban Land



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(Ceiling and Regulation) Act, 1976 and has not received any notices in this regards.

- 2.6. The Owner has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Land or any part thereof can or may be impeached, encumbered or affected in title.
- 2.7. The Owner has good right, full power, absolute authority and indefeasible title to enter into this Development Agreement in respect of the said Land.
- 2.8. No Certificate Case is pending for realization of any taxes from the Owner and all the liabilities have been duly cleared and liquidated.
- 2.9. No mortgage or charge or any other encumbrance has been created by the Owner by depositing the title deeds or otherwise over and in respect of the said Land or any part thereof.
- 2.10. Neither is the Owner aware of nor the Owner has received any notice of any order of Court or any other statutory authority prohibiting the Owner from selling, transferring, or dealing with and/or alienating the said land or any part thereof.
- 2.11. No person other than the Owner has any right, title and interest of any nature whatsoever in the said land.
- 2.12. The Owner has not granted any Power of Attorney to any person in respect of the Said Land or any part thereof for the purposes of development and/or sale or otherwise dealing with the said Land and any such previously issued Power of Attorney has been revoked prior to execution of this Agreement. The Owner confirms and undertakes that it shall not enter into any Power of Attorney empowering any person to act on behalf of the Owner in any manner relating to the Said Land at any time hereafter save in favour of the Developer and/or its nominees.
- 2.13. The Owner is not in default of any Real Estate project under any authority established under the Real Estate Regulation Act or the West Bengal Housing Industry Regulation Act or similar enactments, in any part of the country.

THE UNIVERSITY OF CHICAGO

REGISTRATION

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UNITA

CAEC

1. The first part of the document is a list of references. The references are as follows:

- 1 -

100-443887-100

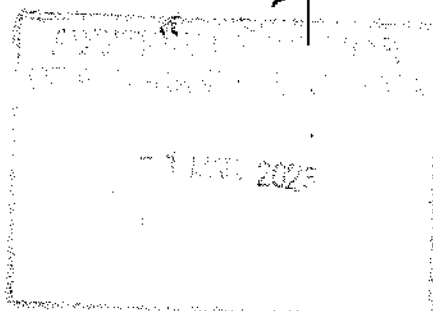
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1 MAR 2023

- 2.14. The Owner has not entered into any negotiation and/or agreement with any person or persons for sale or transfer or lease or development or otherwise of the Said Land or any part thereof (save tenant settlement agreements) and the Owner confirms and undertakes that it shall not enter into any such agreement at any time in respect of the Project hereafter save in accordance with this Agreement.
- 2.15. That the Said Land or any part thereof is not affected by or subject to (a) any right of residence or maintenance under any testamentary disposition settlement or other documents or under any law, (b) any trust resulting or constructive arising under any debutter name benami transaction or otherwise, (c) any debutter wakf or devseva, (d) any right of way water light support drainage or any other easement with any person or property (f) any restrictive covenant, (g) any other encumbrance of any kind whatsoever;
- 2.16. All original documents of title and connected papers in respect of the Said Land, ("Original Title Documents") and which have been inspected by the Developer, are in the exclusive possession and custody of the Owner and no other person or entity has any right or entitlement in respect of the same and the Owner has not created any charge or mortgage by depositing the title deeds or any of them or otherwise;
- 2.17. To the best of the knowledge of the Owner, the Said Land or any part thereof is not affected by the provisions of the West Bengal Thika Tenancy (Acquisition & Regulation) Act, 2001 or the erstwhile Kolkata Thika and other Tenancies and Lands (Acquisition & Regulation) Act, 1981.
- 2.18. The Owner is not in default of any loans or other borrowings and there are no unpaid dues on account of any lenders and no undisputed liabilities towards any tax authorities.
- 2.19. The Owner has not extended any Guarantee nor stood as a Guarantor or Surety for any transaction whatsoever and shall not do so save and except in the manner agreed herein.



3. REPRESENTATION OF DEVELOPER:

- 3.1. The Developer has fully examined the right title and interest of the Owner as also having inspect the said Land and having fully conducted all due diligence, and being fully satisfied as to the clear and marketable title of the Owner in respect of the said Land, is entering into this Agreement.
- 3.2. The Developer has the necessary expertise, financial capability and resources to complete the North Block and to develop, construct, market and sell the Project as a super luxury residential project, in a time bound manner.
- 3.3. The Developer has full authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.
- 3.4. The Developer shall adhere to all rules and regulations while undertaking the development, construction, marketing and transfer of the Transferable Areas at the said Project.
- 3.5. The Developer shall apply for and obtain the maximum permissible FAR and which as per present law shall not be less than 2,07,356 Sq. ft calculated on the basis of the entire land.
- 3.6. The Developer is not in default of any Real Estate project under any authority established under the Real Estate Regulation Act or the West Bengal Housing Industry Regulation Act or similar enactments, in any part of the country.
- 3.7. The Developer is not in default of any loans or other borrowings and there are no unpaid dues on account of any lenders and no undisputed liabilities towards any tax authorities.
- 3.8. The Developer has not extended any Guarantee nor stood as a Guarantor or Surety for any transaction whatsoever and shall not do so save and except in the manner agreed herein.
- 3.9. The rights of the Developer under this agreement is non-transferable, non-assignable and shall always remain personal to the Developer.



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3.10. The entire Project shall be built as a super-premium luxury project in Kolkata.

3.11. The Developer has the capability and expertise to market and sell the project at the best market rates.

4. POSSESSION:

4.1. The Owner has put the Developer in khas actual physical and vacant possession of the area required for construction of the North Block, for the limited purposes of construction of the North Block.

4.2. The Owner shall deliver khas actual physical and vacant possession of the remaining areas of the said Land within a period of 4 (Four) months from date of the Developer delivering khas actual physical possession of the North Block to the Owner (subject to Force Majuere), constructed in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation, and as per the specification of the Owner and Completion Certificate in respect thereof is granted by the Kolkata Municipal Corporation.

5. APPROVALS, SANCTION AND CONSTRUCTION:

5.1. NORTH BLOCK:

5.1.1. The Developer shall, construct, erect and complete the North Block after obtaining sanctioned Building Plans and all other approvals as may be required in law.

5.1.2. The Developer has caused a building plan to be prepared in accordance with the specifications and designs provided by the Owner and shall submit the same for sanction. The Owner shall promptly sign all documents and papers in connection with all sanctions, approvals etc.



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- 5.1.3. The Developer shall cause demolition of all existing structures at the area demarcated for the North Block and shall remove the debris at the cost of the Owner and the Owner shall be entitled to the value of the same.
- 5.1.4. The Developer shall obtain all necessary permissions, sanctions, no objections, clearances, etc. as may be required for the purposes of carrying out the work of development and construction of the North Block.
- 5.1.5. The Developer shall obtain sanction of Building Plan in the name of the Owner. The Developer shall submit a Building Plan for sanction within a period of 1 (One) month from the date hereof subject to all dues of the Kolkata Municipal Corporation being found clear and subject to Owner approving the Building Plan in-writing. The Developer shall obtain sanction of the building plan within 6 months from the date hereof.
- 5.1.6. All costs in connection with the construction and completion of the North Block, being the North block cost (as defined herein) shall be paid by Owner as per Schedule agreed between the parties.
- 5.1.7. The Developer shall complete the construction of the North Block and obtain completion certificate and thereupon deliver khas actual physical possession of the North Block to the Owner within a period of 24 months from the date of sanction of the plan for the North Block, subject to Force Majeure (*North Block Completion Date*). The Developer shall within 21 months from the date of sanction of the building plan of the North Block, provide fit out possession to the Owner for enabling the Owner to start the process of shifting of the occupants / Tenants.

5.2. THE PROJECT:

- 5.2.1. The Developer shall, at its own cost and expenses, construct, erect and complete the Project after obtaining sanctioned Building Plans and all other approvals as may be required in law within the stipulated time.
- 5.2.2. The Developer shall cause demolition of all existing structures at the area



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- demarcated for the Project and shall remove the debris at the cost of the Owner and the Owner shall be entitled to the value of the same.
- 5.2.3. The Developer shall, at its own costs, obtain all necessary permissions, sanctions, no objections, clearances, etc. as may be required for the purposes of carrying out the work of development and construction of the Project.
- 5.2.4. The Developer shall at its own cost and expenses obtain sanction of Building Plan in the name of the Owner.
- 5.2.5. The parties have agreed that the cost of purchasing additional FAR under Rule 69A shall be borne by the Owner. All other costs, fees etc. shall be borne by the Developer. The parties have further agreed that the cost of purchasing additional FAR under any other Rules of KMC laws shall be borne by the parties in their Revenue-sharing ratio upon mutual discussion at the relevant time.
- 5.2.6. The Developer shall, at the first instance, make payment of such sanction fees for additional sanction under Rule 69A, and adjust the same from the Security Deposit payable to the Owner as per clause 9.1.2 hereunder written.
- 5.3. All Municipal Rates, taxes and charges have been paid upto date and the Owner shall continue to bear and pay the same upto the date of sanction of the building plan for the Project. Any dues on account of municipal rates and taxes and other related charges, upto such date, whether already assessed or assessed at a later stage shall be paid by the Owner, promptly and in any event within 30 days from the same becoming due, subject to any challenge by the Owner.
- 5.4. It is further agreed that in case, any portion of the said Project is required to be transferred by Gift to any local authority for the purposes of implementation of this Agreement, then the Developer shall, upon prior consultation with the Owner, be entitled to make commitment therefor and the Owner shall execute necessary deeds for the purposes thereof.
- 5.5. Any amendment or modification to the Building Plans of the project may



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be made or caused to be made by the Developer upon prior information to the Owner. However, any amendment of the Building Plan as to change in the size or the overall layout of the Flats or the Common areas shall be done upon consent of the Owner.

- 5.6. The Developer shall be solely responsible to appoint the Architect(s), Marketing Agents, Contractors, and other Consultants in connection with the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be borne and paid by the Developer.
- 5.7. The Developer shall install, erect and complete the Project, the common areas, amenities and facilities required for establishment, enjoyment, maintenance and management of the Project.
- 5.8. The Developer shall adhere to good quality materials and workmanship in construction of the Project to ensure that the project is built as a super luxury residential project.
- 5.9. Timelines for Completion of the Project:

- 5.9.1. The Owner shall within a period of 4 (Four) months from the North Block Completion Date, ensure that all tenants / occupants existing in the remaining area of the said Land are shifted out and the Developer is put in khas, actual, vacant and physical possession of the entire Land remaining thereafter (*Commencement of Construction*).
- 5.9.2. The Developer shall submit a building plan with the KMC for the Project within 15 months from the date hereof.
- 5.9.3. The Developer shall obtain sanction of a building plan from the KMC for the Project within 90 days from the Commencement of Construction.
- 5.9.4. The Developer shall complete construction of the Project and obtain completion certificate for the construction of the Project within a period of 60 (Sixty) months from the date of sanction of the building plan (with 6 months grace period).



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- 5.10. The parties acknowledge that the timelines agreed by the parties are subject to Force Majure (as defined herein) and shall stand suitably extended in case of Force Majure provisions being invoked by any of the parties.

6. COVENANTS AND OBLIGATIONS OF THE OWNER:

- 6.1. The Owner shall at all times hereafter make out and maintain a clear and marketable Title in respect of the said Land.
- 6.2. The Owner shall make payment of all outgoings, costs and expenses as recorded and agreed herein to be paid and/or borne and/or being the liability of the Owner.
- 6.3. The Owner shall not do or omit to do or cause to be done any act deed matter or thing whereby or by reasons whereof the rights title or interest of the Owner to the Said Land or the rights and interest of the Developer under this Agreement is affected or prejudiced in any manner whatsoever.
- 6.4. The Owner shall at all times, promptly answer and comply with all requisitions made by the Allottees/Transferees and/or the Banks / Financial Institutions / Lenders associated with the Project.
- 6.5. The Owner agrees and covenants with the Developer not to cause any obstruction, interference or hindrance in the Developer carrying out the work of construction & development herein envisaged and not to do any act deed matter or thing whereby the rights of the Developer hereunder may be affected or the Developer is prevented from carrying out the construction & development herein envisaged or transferring the Transferable Areas and other spaces areas rights and benefits as elsewhere herein dealt with.
- 6.6. The Owner shall at its costs and expenses, obtain vacant possession of the entire remaining area of the said Land and put the Developer in khas, actual, vacant and physical possession of the same within a period of 4(Four) month from the North Block Completion Date.



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- 6.7. Notwithstanding anything stated herein, in case at any time hereafter the Said Land or any of them or any part thereof is found to be affected by any encumbrance or if any liability is found to be due in respect of the Said Land or any part thereof then and in such event the parties shall jointly make effort to have the same discharged and the cost of the same shall be borne and paid by the Owner.
- 6.8. The Owner shall at all times hereafter provide true and complete copies of all deeds documents writings affidavits and declarations as may be required by the Developer for implementation of the Project.
- 6.9. The Owner hereby covenants not to sell, transfer, assign, let out, grant lease, mortgage, charge or otherwise deal with or dispose of the Said Land or any portions thereof until delivery of the North Block and thereafter not to deal with, sell, transfer, assign, let out, grant lease, mortgage, charge or otherwise deal with or dispose of the Said Land or any portions thereof except the North Block alongwith the undivided share or interest in the land beneath the North Block.
- 6.10. The Owner shall not enter into any dealing in respect of the Transferable Areas at the Project.
- 6.11. The Owner shall not disturb the possession of the Developer in respect of the Said Land or any part thereof. The Owner shall as and when required do all necessary acts to preserve and protect the possession of the Developer in respect of the Said Land and every part thereof.
- 6.12. The Owner shall promptly notify the Developer of any notice relating to the Said Land or any part thereof (including legal proceedings) and provide copies thereof forthwith and shall defend any such claims or demands with complete information to the Developer.
- 6.13. The Owner shall promptly notify the Developer of any financial claim being made against the Owner, and particularly any notice or proceedings under the Insolvency & Bankruptcy Code, 2016 or similar enactment.
- 6.14. The Owner has simultaneously with the execution of this Agreement executed and registered a specific Power of Attorney in favour of the

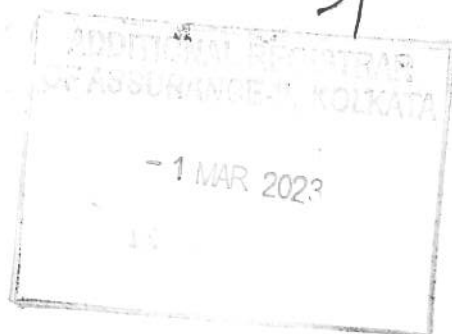


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Developer and its authorized representative to enable the Developer to (i) perform all duties and obligations under this Agreement and to commence and complete construction at the said Land in accordance with this Agreement including obtaining all necessary permissions, sanctions, no-objections, etc.; and (ii) for executing further documents for sale / transfer of the Transferable Areas and other spaces areas rights or benefits comprised in the Project in the name and on behalf of the Owner, all of which shall be only in pursuance to the Allotment Letter issued by the Developer and Owner jointly as agreed herein. It being clarified that possession of any Transferable Area and execution of any Deed of Conveyance in favour of any Buyer, on the basis of such Power of Attorney shall only be upon receipt of 100% consideration in terms of the Allotment Letter issued by the parties jointly, as agreed herein.

- 6.15. The Owner shall not terminate the Power of Attorney granted pursuant to this Agreement in favour of the Developer and shall not obstruct execution and registration of deeds and documents of the Transferable Areas in favour of the Allottees under any circumstances, except in the manner agreed herein.
- 6.16. The Owner hereby agrees and covenants with the Developer to comply with the provisions of all laws applicable from time to time pertaining to the Project.
- 6.17. The Owner shall be solely responsible for the rehabilitation and shifting of the Tenants and other occupiers at its own cost and effort and the Developer shall have no obligation or responsibility in respect of the same. Delay in shifting and/or rehabilitation by the Tenant shall be solely attributable to the Owner and shall not be a ground to seek any extension of the timelines by the Owner.
- 6.18. Although the Owner shall be primarily responsible and shall remain obliged to, the Developer shall also take all steps, at the cost of the Owner, to obtain any and all land related permissions and/or sanctions like any permission or NOC under the Urban Land (Ceiling & Regulation) Act, 1976,



to carry out construction in terms of this Agreement.

- 6.19. The Owner shall not permit any change of the constitution of the Owner without the written consent of the Developer, save and except any intergroup and intragroup transfer of partnership rights among the present partner Group(s) of the Owner LLP.

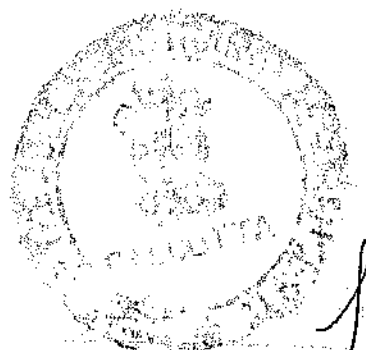
7. COVENANTS AND OBLIGATIONS OF THE DEVELOPER:

- 7.1. The Developer shall undertake and complete construction of the North Block and the Project in the manner agreed herein and complete the same within the time agreed herein.
- 7.2. The Developer shall carry out and complete the construction of the North Block and the Project in accordance with all the laws, rules and regulations applicable from time to time and shall adhere to all provisions as applicable.
- 7.3. The Developer shall market the Project and initiate negotiations with prospective Buyers of the Transferable Areas at a price to be mutually decided by the Owner and the Developer, from time to time. Finalization of all transfer / sale shall be done through a Allotment Letter jointly signed by the Developer and the Owner (not by the Developer as a POA holder). Thereafter all documents executed pursuant to such Allotment Letter shall be executed by the Developer and the Owner (by the Developer as a POA holder). No transfer / sale or otherwise dealing of any Transferable Area shall take place without first a Allotment Letter being issued under the joint signatures of the Owner (and not by the Developer as a POA holder) and the Developer, and if any such sale takes place, the same shall be void. It is hereby further agreed that the Developer shall not handover possession of any Transferable Area to any Buyer without receipt of full consideration as recorded in the Allotment Letter.
- 7.4. The Developer shall be solely entitled to carry out all branding and marketing of the Project. It is hereby clarified that the branding of the

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Project shall only be done by the Developer under its own name and name of the Project shall also be as per the Developer's choice only.

- 7.5. The Developer shall obtain registration under the RERA as a Promoter of the Project and all other applicable laws and the rules framed thereunder as applicable from time to time. It is clarified that the Owner shall sign all deeds and documents that may be required by the Developer in this regards also. The Developer indemnifies the Owner for any acts of omission or commission in this regard.
- 7.6. The Developer shall be liable for any financial burden imposed upon the Project towards any Transferee owing to delay in completion of the Project or any Construction related or any other issues. However, any financial burden imposed due to defect in Title or for any other reasons attributable to the Owner shall be the sole responsibility of the Owner.
- 7.7. The Developer shall provide a monthly progress report on the Project to the Owner including monthly bank statements of the escrow account. The Developer shall also provide inspection to the representative of the Owner as regards the progress of the construction from time to time.
- 7.8. The Developer is a part of Alcove Group and all shareholders are family members and/or entities owned and/or controlled by Sri Amarnath Shroff. Save and except changes within the Alcove Group, the constitution of the Developer, i.e. shareholding / directors / ultimate control of the Developer shall not be changed without the written consent of the Owner. It being understood that the promoter of the Developer is a material consideration and inducement for the Owner entering into this Agreement.

8. CONSIDERATION:

- 8.1. In consideration of the Owner providing the Said Land and carrying out its other obligations as stated in this Agreement including payment of North Block at Cost, the Owner shall be exclusively entitled to the entire North Block as also the Owner's Revenue Share of the Project.



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- 8.2. In consideration of the Developer carrying out execution, construction, marketing and sale of the Project at its own costs and expenses and also constructing the North Block as per specification agreed upon, the Developer shall be exclusively entitled to the Developer's Revenue Share and any other proceeds or receivable in connection with the Project, to the extent defined herein.
- 8.3. All costs charges and expenses for execution and construction of the Project shall be borne and paid by Developer save those which are required to be borne and paid by the Owner, as specified herein.
- 8.4. It is further agreed that on account of Sale and Marketing, a sum equivalent to 4.5% (including GST) of the NRR or actual expenses whichever is less shall be borne by the parties out of the sale consideration (as morefully described in Clause 9 hereinbelow). Any excess costs on this account shall be borne by the Developer alone.
- 8.5. Nothing contained in this Agreement shall be construed or deemed to be a Partnership between the Owner on the one hand and Developer on the other hand.

9. SECURITY DEPOSIT AND REVENUE SHARE BETWEEN THE PARTIES:

SECURITY DEPOSIT

- 9.1. The Developer shall deposit a sum of Rs. 40.00 Crores as and by way of Interest Free Adjustable / Refundable Security Deposit ("SD") with the Owner in the following manner:
- 9.1.1 A sum of Rs. 5.00 Crores on or before execution and registration hereof which Owner hereby as also by the Memo written hereunder admits and acknowledges.
- 9.1.2 A sum of Rs. 15.00 Crores within 7 days from the date hereof.
- 9.1.3 The balance sum of Rs. 20.00 Crores on sanction of the plan for the Project (subject to deduction of payment of cost of purchasing FAR as



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per Clause 5.2.6 herein) OR handover of possession of the remaining area of the said Land in terms of Clause 5.9.1 herein, whichever is later (*Balance Deposit*).

- 9.2. The Owner being required to make payment of the cost of purchasing Additional FAR in terms of Rule 69A, the Developer shall out of the Balance Deposit, deduct the payments made towards such cost of purchasing Additional FAR in terms of Rule 69A and disburse the balance to the Owner, which however shall amount to the Developer having paid the entire Balance Deposit to the Owner.
- 9.3. The entire Security Deposit shall be adjustable out of the Owner's Share of Revenue in the manner agreed herein.

DISTRIBUTION OF REVENUE

- 9.4. The Developer shall receive all sums of money being NRR (including but not limited to sums received against booking, sale, transfer and/or in any other manner of dealing of the Transferable Areas) in the Project's designated Bank Account only. Sums apart from NRR received from the Allottees shall be received and deposited by the Developer into its separate bank account.
- 9.5. All amounts deposited in the Project's Designated Bank Account shall be distributed in the following manner:
- 9.5.1. 4.50% thereof shall be transferred to the Developer's Bank Account on account of the agreed Sale and Marketing Cost to be borne by the parties:
- 9.5.2. Out of the Remaining Amount (i.e. NRR - 4.50%),
- 9.5.2.1. 67.50% shall belong to the Owner as part of Owner's Share of Revenue and shall be paid in the following manner:
- 9.5.2.1.1. Initially, 50% thereof applied towards adjustment of the Security Deposit being a sum of Rs. 40.00 Crores and transferred to the Developer's Bank Account AND the



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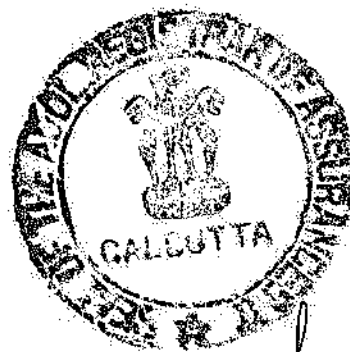
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Balance 50% thereof transferred to the Owner's Bank Account;

9.5.2.1.2. Upon full adjustment of the said Security Deposit of Rs. 40 Crores, such entire 67.50% shall be transferred to the Owner's bank account;

9.5.2.2. 32.50% shall belong to the Developer as part of Developer's Share of Revenue and shall be transferred to the Developer's Bank Account;

- 9.6. Appropriate Standing Instructions shall be issued by the parties for opening and operating the Project Designated Bank Account so that an automated waterfall mechanism is implemented for distribution of the NRR in the aforesaid manner and for such purposes, one or more accounts under the Project Designated Bank Account shall be opened by the parties. None of these instructions shall be altered without the joint written consent of both the parties.
- 9.7. The Developer shall periodically share statements with the Owner of the consideration received from the Allottee / Transferee. TDS as applicable shall be deducted by the Transferee / Allottee. GST or any similar imposition becoming applicable shall also be borne by the Owner.
- 9.8. It is hereby clarified that any amounts required to be maintained in an Escrow Account by the Developer in accordance with RERA or similar enactments shall not affect the entitlement of the Owner of its Owner's Revenue Share and any shortfall shall be met by the Developer.
- 9.9. In case of any cancellation of any allotment or booking or sale in respect of any part or portion of the Transferable Area, the Owner and Developer shall forthwith contribute and refund the amounts required to be refunded to the Allottee upon such cancellation. In case the Owner fails to refund its share of the refund amount, and the Developer is compelled to refund



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the same, the Developer shall be entitled to realise such amounts from the Owner along with interest @ 18% p.a. from the date of refund till actual realization. Similarly if the Developer fails to refund its share of the refund amount, and the Owner is compelled to refund the same, the Owner shall be entitled to recover the same from the Developer along with interest @ 18% p.a. from the date of refund till actual realization.

10. PROPERTY TAXES AND OTHER OUTGOINGS:

10.1. All taxes related to the Said Land and every part thereof including municipal rates and taxes, land revenue, interest, penalty, late payment charges, electricity charges, development fees, betterment charges, drainage charges, civic utility charges, other taxes and any other kind of outgoings which are pertaining to the Said Land or part thereof, whether presently assessed or assessed in future, shall be payable in the following manner:

10.1.1. Until sanction of plan for the Project shall be paid by the Owner;

10.1.2. For the period thereafter and upto the grant of Completion Certificate of the Project shall be paid by the Developer and those related to the North Block shall be paid by the Owner.

10.1.3. From the date of grant of Completion Certificate, by the transferees of the Transferable Areas.

11. MAINTENANCE:

NORTH BLOCK

11.1. The Owner shall if it deems fit, cause an Association to be formed under the relevant prevailing laws and cause the Allottees / Transferees of the North Block to become member of such Association and shall at appropriate time handover the maintenance to the Association of the Allottees /



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Transferees. The Developer shall have no liability in respect thereof.

- 11.2. Until formation of the Association of the Owners of North Block, the Owner by itself or by any Agency appointed by it shall have exclusive right to manage and maintain all Common Areas and provide all Common Services in the North Block at its own cost, expenses and risk.

PROJECT

- 11.3. The Developer shall cause an Association to be formed under the relevant prevailing laws and cause the Allottees / Transferees of the Project to become member of such Association and shall at appropriate time handover the maintenance to the Association of the Allottees / Transferees.
- 11.4. Until formation of the Building Association the Developer by itself or by any Agency appointed by it shall have exclusive right to manage and maintain all Common Areas and provide all Common Services in the Project and the Owner shall not in any way interfere with such right of the Developer and the Owner shall not have any responsibility or liability in regards thereto, monetary or otherwise.
- 11.5. The Developer, in exercise of such right, shall have right to fix and determine the rate of Maintenance charge payable by the Allottees and receive the same.
- 11.6. Over and above Maintenance charge, Developer shall be entitled to receive and realize G.S.T. or any other applicable Taxes on Maintenance charge from the Allottees.
- 11.7. The Developer shall be entitled to all profits, late payment charges, interest etc if any, arising out of the maintenance services and the Owner shall have no share or right therein.

12. FINANCE & MORTGAGE:

- 12.1. The Developer shall be entitled to obtain Project Finance from any Bank or



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Financial Institution for the purposes of construction and development of the said Project. However, the Owner's Revenue Share shall not be encumbered and the Owner shall not have any financial burden or obligation or liability towards any such Loan obtained by the Developer.

- 12.2. Such Project Finance shall be obtained only after sanction of the building plan for the Project and not prior thereto.
- 12.3. The Developer shall be entitled to charge / mortgage / pledge or otherwise encumber only the Developer's Share of the Revenue. For such purposes the Developer shall be entitled to create Equitable and/or Registered mortgage over the Said Land comprised in the Project and/or any part thereof together with the construction within the Project and for such purposes deposit the original Deeds and Documents of Title with such one or more Financiers.
- 12.4. The Owner shall sign and execute all such Deeds and Documents as may be required by the Developer for the purposes of enabling the Developer in obtaining such Project Finance as detailed above.
- 12.5. It is hereby agreed that the Project Finance obtained by the Developer shall at no point of time exceed an aggregate principal sum of Rs. 50.00 Crores.

13. ORIGINAL TITLE DOCUMENTS:

- 13.1. Simultaneously with the execution of this agreement, the Original Title Documents of the said Land have been deposited by the Owner with the Project Advocate who shall keep the same secured in an identified Bank Locker.
- 13.2. Upon being required by the Developer, the Project Advocate shall give production of the same to be examined, inspected and given in evidence and also furnished with such true or attested or otherwise copies of or extracts or abstracts from the same as may be required by the Developer.
- 13.3. At any time when the Developer obtain Project Finance and requires the original Title Deeds to be deposited with the Financiers as



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primary/collateral security or creation of Equitable Mortgage, the Project Advocate shall upon notice to the Owner, promptly and in any event no later than 7 (seven) days from the date of receipt of such request from the Developer deliver the original title deeds to the Developer and/or the Financier as the case may be.

- 13.4. Upon discharge of the Project Finance, the original title documents shall be returned to the Project Advocate for being held in the same manner as aforesaid, until completion of the Project.
- 13.5. Upon completion of the Project and transfer of all the Transferable Areas thereat, the original Title Deeds shall be delivered to the Association of the Allottees / Transferees of the Project so formed.

14. TRANSFERABLE AREAS.:

- 14.1. The Developer shall, until closure of the Project as agreed herein, have the authority to deal with all the Transferable Spaces and other Spaces Areas in the Project only in the manner agreed herein and shall receive all consideration from the Transferees only in the agreed manner and distribute the same in the manner agreed herein.
- 14.2. The Transferable Areas shall be transferred in accordance with the procedure laid down under the Real Estate Regulation Act and the rules made thereunder to the extent applicable from time to time to the said Project.
- 14.3. All sales of the Transferable Area shall be conducted only by issuance of an Allotment Letter signed by the Owner and the Developer, upon a joint meeting with the prospective Buyer.
- 14.4. The Owner and the Developer shall both be parties in all Deeds, Documents, Agreements and Deeds of Conveyances. Upon any Allotment Letter having been issued to any prospective Buyer, jointly signed by the Owner and the Developer, in all subsequent documents, the Owner shall be represented by the Developer as its Constituted Attorney.



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- 14.5. All Project Documents including those relating to registration of the Project, Sale and Transfer of the constructed areas and other documents shall be prepared by the Project Advocate hereby appointed by the Developer.
- 14.6. The Project Advocate shall prepare a standard draft of all the Documents relating to Transfer. The Developer shall deal with the Transferable Areas in such finalized draft Documents.
- 14.7. It is hereby clarified that the Agreement for Sale to be executed in favour of the prospective Buyer shall not be in derogation or deviation with the Allotment Letter. It is further clarified that possession of any Transferable Area and/or execution of a Deed of Conveyance of any Transferable Area shall only be after payment of the entire consideration agreed with the prospective Buyer and not before receipt of such entire consideration. No right title or interest shall pass to any prospective Buyer pursuant to any act or document done or executed in contravention of this clause.

15. CLOSURE OF THE PROJECT:

- 15.1. After lapse of 12 months from the date of the Completion Certificate is obtained for the Project, any remaining unsold Transferable Areas shall be distributed among the Owner and the Developer in their respective sharing ratios, i.e. 67.50 % and 32.50 % and possession thereof shall be taken over by the respective parties.
- 15.2. In case any fraction of the Transferable Area being remaining undistributed, either party shall be entitled to pay the other party for such fraction area and take over the entire Unit.
- 15.3. Upon such distribution and delivery of possession, the Owner and the Developer shall bear and pay all outgoings in respect of their respective areas including Extra Charges, Deposits, Maintenance, Rates and Taxes, etc. The distributed Units shall continue to be bound with all the obligations attached to the other units sold in the Project.

1. The Government of India, Ministry of Health and Family Welfare, has received a request from the Government of West Bengal for the supply of certain medical supplies.

2. The Government of India, Ministry of Health and Family Welfare, has approved the request and has directed the Government of West Bengal to supply the same.

3. The Government of India, Ministry of Health and Family Welfare, has also directed the Government of West Bengal to submit a report on the progress of the supply of the same.

4. The Government of India, Ministry of Health and Family Welfare, has also directed the Government of West Bengal to submit a report on the progress of the supply of the same.

5. The Government of India, Ministry of Health and Family Welfare, has also directed the Government of West Bengal to submit a report on the progress of the supply of the same.



1

ADDITIONAL REGISTRAR
OF ASSURANCE, KOLKATA

- 1 MAR 2020

- 15.4. After distribution, if either party intends to deal with and/or transfer the distributed units, the transfer shall be in accordance with the Clause 14.5 & 14.6 hereinabove;
- 15.5. In case the Said Land or any part thereof is subjected to any Acquisition or Requisition, then the parties shall contest such proceedings. In case the acquisition or requisition is in respect of a part of the Said Land, the parties shall jointly decide whether to continue with the Agreement with the remaining Area or terminate the Agreement.
- 15.6. In case of any acquisition or requisition becoming unavoidable, and the agreement resulting in termination, the compensation money so received from the acquisition or requisition shall be first used for refund of the Security Deposit paid by the Developer and also reimbursement of costs incurred by the Developer under this Agreement together with interest @ 15 % p.a. from the date hereof.

16. BREACHES:

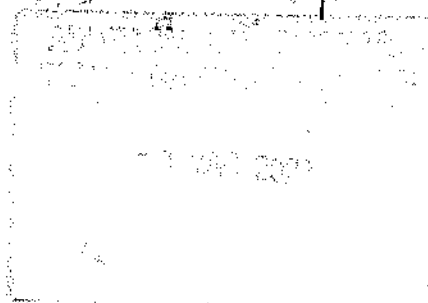
Owner's Default:

If the Developer has duly and punctually complied with its obligations as stated herein, yet the Owner is in breach, then :

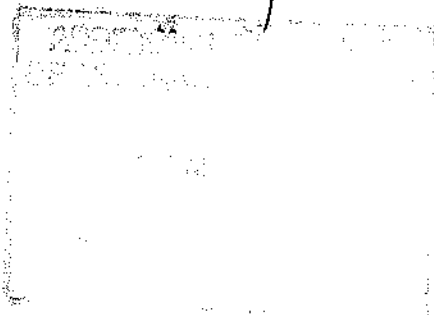
- 16.1. In case the breach of the Owner is on account of delay in handover of the remaining area of Land within the period of 4 (Four) month from the North Block Completion Date, then:

16.1.1. The Owner shall be liable to make payment of interest @ 15% p.a. on the SD for the entire period of delay;

16.1.2. In case the delay is for more than 6 months, the Developer shall have a right to:



- 16.1.2.1. either terminate this Agreement, in which case the Owner shall be liable to pay interest @15% per annum on all amounts for the time being paid or incurred by the Developer in connection with the Project, including those paid to the Owner as Security Deposit, w.e.f. the respective dates of payment / incurrence thereof;
- 16.1.2.2. OR to take upon itself to obtain possession from the remaining existing occupants / tenants which shall be at the costs and expenses of the Owner, in consultation with the Owner and during such period also the owner shall be liable to pay interest @15% per annum on all amounts for the time being paid or incurred by the Developer in connection with the Project including Security Deposit, for the entire period of Delay;
- 16.2. In case the breach results from an order of injunction being passed in any proceedings challenging the right title and/or interest of the Owner OR any act of commission or omission of the Owner, which results in preventing the progress of the Project under this Agreement:
- 16.2.1. The Owner shall be liable to make payment of interest @15% per annum on all amounts for the time being paid or incurred by the Developer as also those paid to the Owner for the period of delay;
- 16.2.2. If the progress of the Project is halted or the work of development under this Agreement is halted prevented for a period beyond 180 days due to such injunction and/or such commission or omission on the part of the Owner , the Developer shall have a right to either terminate this Agreement OR to take upon itself to have the orders vacated which shall be at the costs and expenses of the Owner, in consultation with the Owner and during such period also the owner shall be liable to pay interest @15% per annum on all amounts for the time being paid or incurred by the Developer as also those paid to the Owner (w.e.f. the respective dates of payment / incurrence thereof) as also all claims by



Allottees on account for delay under the Agreement for Sale entered with such Allottees;

16.2.3. To sue the Owner for specific performance of the contract and/or damages;

16.3. In case the agreement is terminated in any of the aforesaid circumstances, the following consequences of Cancellation shall be followed:

- Any Realization received by either party from the Transferees and required to be refunded owing to cancellation, shall be refunded by the Owner and the Developer respectively and the Owner shall be liable for all other claims of the Transferees arising owing to such termination.
- unadjusted SD shall be refunded by the Owners together with interest @ 15% p.a, thereon from the respective dates of payments.
- The cost incurred by the Developer on the Project so far completed by the Developer shall be calculated by a mutually appointed valuer and the Owner shall be liable to pay such cost of the Project together with 20% liquidated damages.

16.4. The right to seek specific performance of this agreement shall not be infringed by any of the aforesaid or other remedies that may be available in law to the Developer.

16.5. Developer's Default:

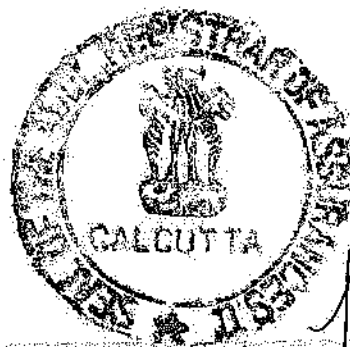
If the Owner has duly and punctually complied with its obligations as stated herein, and in case:

16.5.1. The Developer fails and/or neglects to Complete construction of the North Block within the time agreed herein, then:



1
ADDITIONAL REGISTRAR,
OF ASSURANCE-II, KOLKATA
- 1 MAR 2022

- 16.5.1.1. The Developer shall be liable to pay interest @ 15% p.a. on the North Block Project Cost already incurred by the Owner;
 - 16.5.1.2. The Developer shall still be liable to make payment of the balance SD within the period agreed herein;
 - 16.5.1.3. If Completion of North Block is delayed beyond 6 months from the agreed period, the Owner shall be entitled to terminate this Agreement and refund the SD without any interest OR extend the time for performance, in writing.
- 16.5.2. If the Developer fails to obtain sanction of the building plan for the Project within the time agreed herein, then:
- 16.5.2.1. The Developer shall still be liable to make payment of the balance SD within the period agreed herein;
 - 16.5.2.2. If the sanction of the building plan is delayed beyond 6 months from the agreed period, the Owner shall be entitled to terminate this Agreement which shall be conditional upon refund of the entire SD without any interest OR extend the time for performance, in writing.
- 16.5.3. If the Developer fails to complete construction of the Project within the time agreed herein, then:
- 16.5.3.1. The Owner shall at its sole discretion, be entitled to take over the unfinished works in the Project and to complete the same at the costs and expenses of the Developer together with pre-determined damages liquidated at 20% (Twenty percent) of such costs and expenses incurred for completing the unfinished works. In case of such takeover, all Revenues in respect of the Project so taken over accruing from the date of take over shall be exclusively received by



ADDITIONAL REGISTRAR
OF LANDS & MINES
1 MAY 1955

the Owner in a designated bank account and the Owner shall use / adjust the amounts received only towards costs and expenses incurred by the Owner for completing the unfinished works (which shall include any costs for remedying any defect in the construction already made and also any cost incurred towards, interest, delayed delivery penalty and other costs incurred towards the Allottees owing to delay in completion of the Project) and the pre-determined liquidated damages. Upon completion of the works and accounting of the same, if it is found that the costs of completing the Project and the said liquidated damages exceed the Developer's share of the Revenue, the Developer shall pay the deficit to the Owner and if the same are less than the Developer's share of the Revenue, the balance shall be paid by the Owner to the Developer within a maximum period of 30 (thirty) days from the date of closure of the Project.

OR

16.5.3.2. To sue the Developer for specific performance of the contract and/or damages;

16.6. Notwithstanding anything contained anywhere else, delay on part of one party shall automatically operate as extension of time for the other party.

16.7. The right to seek specific performance of this agreement shall not be infringed by any of the aforesaid or other remedies that may be available in law to the Owner.

17. DISPUTE RESOLUTION:

17.1. All disputes and differences by and between the Developer on the one hand



9
ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
- 7 MAR 2027
11

and the Owner on the other hand as regards construction or interpretation of any term and condition herein contained or in any way touching or relating to this Agreement or any respective rights, duties or obligations of the parties hereto or their privileges shall be referred to arbitration of a Sole Arbitrator as may be mutually agreed by the parties. If the parties are unable to agree upon appointment of a sole arbitrator then the reference shall be made to an arbitral tribunal comprising of three arbitrators; one to be appointed jointly by the Owner and the other to be appointed by the Developer and the two Arbitrators so appointed shall appoint the third and/or presiding arbitrator.

- 17.2. Such arbitration shall be conducted in accordance with the provisions contained in the Arbitration & Conciliation Act, 1996 (as amended from time to time) or any statutory modification thereof.
- 17.3. The arbitral tribunal shall be at liberty to frame its own procedure including summary procedure for quick disposal of the arbitration proceeding.
- 17.4. The venue and seat of Arbitration shall be Kolkata.

18. INDEMNITIES:

- 18.1. Each Party hereby indemnifies and covenants to keep the other party indemnified and harmless against any loss, claim or demand that may arise or be suffered by the other arising out of any breach being committed by such party in respect of any obligations required to be performed by such in terms of this Agreement;

19. MISCELLANEOUS:

- 19.1. Notices to the Parties shall be given by sending the same at their registered office on the date of such notice being sent.
- 19.2. Unless otherwise agreed the Notices shall be given to the parties by sending the same by Speed Post or Registered Post.



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

- 1 MAR 2011

- 19.3. Each party shall bear their respective legal costs relating to execution of this Agreement. Stamp duty and Registration fees payable hereon shall be borne by the Developer.

THE FIRST SCHEDULE

ALL THAT the area of land measuring about 4 Bighas 12 Chittaks equivalent to 58,165 sq.ft be the same a little more or less comprised in or forming 54 Chowringhee Road (previously 53A, 53B and 54 Chowringhee Road) P.O. & P. S. Shakespeare Sarani Kolkata 700 020 under Ward No. 63 under the Kolkata Municipal Corporation, presently butted and bounded in the following manner:

ON THE NORTH : Premises No. 52, Chowringhee Road

ON THE SOUTH : Partly by Premises No. 55, Chowringhee Road and Partly by Premises No. 55/1, Chowringhee Road

ON THE EAST: Partly by Premises No. 52, Chowringhee Road and Partly by Premises No. 4, Lord Sinha Road

ON THE WEST: Chowringhee Road

Or Howsoever otherwise the same is was or may be known numbered butted or bounded.



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

- 1 MAR 2023

IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the day month and year first above written.

SIGNED AND DELIVERED by the within named OWNER at Kolkata in presence of:

Susen Podder
21, Camac Street
Kolkata

Aditya Kanadkar, Adv
Temple Chambers, 4th Floor,
6, Old Post Office Street,
Kolkata - 1

For CHOWRINGHEE PLANNERS LLP

Sarah Pankaj

Partner

For CHOWRINGHEE PLANNERS LLP

Sarah Pankaj

DESIGNATED PARTNER

SIGNED AND DELIVERED on behalf of the within named DEVELOPER at Kolkata in presence of:

Susen Podder
21, Camac Street
Kolkata

Aditya Kanadkar, Adv
Temple Chambers, 4th Floor,
6, Old Post Office Street,
Kolkata - 1

AMBA HIGHRISE PRIVATE LIMITED

Susen Podder

Director

For CHOWDHURY PLANNERS LLP

Partner

For CHOWDHURY PLANNERS LLP

ACCOUNTED PARTNER



ADDITIONAL REGISTRAR
OF ASSURANCE-KOLKATA

- 1 MAY -

MEMO OF CONSIDERATION

Received a sum of Rs. 5,00,00,000/- (Rupees Five Crores only) from the within named Developer as and by way of part of the Interest Free Adjustable / Refundable Security Deposit in terms hereof as per details below:

Sl No.	Bank Name and Branch	Cheque No.	Cheque Date	Amount (In Rs.)
1	State Bank Of India, Harish Mukherjee Road Branch, Kolkata	029987	31.08.2022	50,00,000/-
2	- Do -	029988	31.08.2022	50,00,000/-
3	- Do -	029989	31.08.2022	50,00,000/-
4	- Do -	029990	31.08.2022	50,00,000/-
5	- Do -	029991	31.08.2022	50,00,000/-
6	- Do -	029992	31.08.2022	50,00,000/-
7	- Do -	029993	31.08.2022	50,00,000/-
8	- Do -	029994	31.08.2022	50,00,000/-
9	- Do -	029995	31.08.2022	50,00,000/-
10	- Do -	029996	31.08.2022	50,00,000/-
TOTAL				5,00,00,000/-

For CHOWRINGHEE PLANNERS LLP

DESIGNATED PARTNER

For CHOWRINGHEE PLANNERS LLP

DESIGNATED PARTNER

(Owner)

Witnesses:





Drafted by me



(Aditya Kanodia)
Advocate, High Court, Calcutta
WB/1486/2006



1
ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

- 1 MAR 2023

SPECIMEN FORM FOR TEN FINGERPRINTS



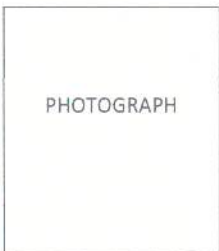
<i>Sahar Pooni</i>	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER	
RIGHT HAND						



<i>Kayden</i>	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER	
RIGHT HAND						



<i>Alvin</i>	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER	
RIGHT HAND						



	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER	
RIGHT HAND						



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

- 1 MAR 2023

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

AMBA HIGHRISE PRIVATE LIMITED

भारत
सरकार

25/01/2008

Permanent Account Number

AAECA7084L

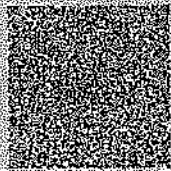
20080105

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA



आयकर विभाग का
Permanent Account Number Card
CGDP689370



नाम
YADHAW SHROFF

पंजीकृत नाम
AJAY KUMAR SHROFF

मार्ग
100/1001



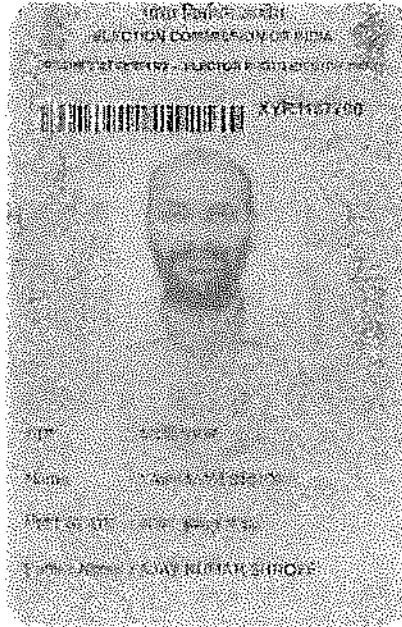
11/11

आयकर विभाग का
Permanent Account Number Card
CGDP689370



नाम
YADHAW SHROFF
पंजीकृत नाम
AJAY KUMAR SHROFF
मार्ग
100/1001

मार्ग
100/1001





ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার
Unique Identification Authority of India
Government of India

ভালিকাভুক্তির আই ডি/Enrollment No.: 2017/00040/05232

To
কৌশিক সাহা
Koushik Saha
S/O Kalipada Saha
Gorkhara Uttarpara
Near Subhas Medha Modi Shop Sonarpur Sonarpur
Sonarpur South Twenty Four Parganas
West Bengal 700150

1965823



UH019658219IN



আপনার আধার সংখ্যা/ Your Aadhaar No. :

4427 5143 5542

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
GOVERNMENT OF INDIA



কৌশিক সাহা
Koushik Saha
জন্ম বার / Year of Birth : 1987
পুরুষ / Male



4427 5143 5542

আধার - সাধারণ মানুষের অধিকার

Koushik Saha



Sarah Poon

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AKIPP2376A

नाम / Name
SAHARSH PAREKH

पिता का नाम / Father's Name
UTSAV PAREKH

जन्म तिथि / Date of Birth
15/09/1985

हस्ताक्षर / Signature

भारत सरकार

28112017

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

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

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: tininfo@nsdl.co.in

Saharsh P - - k

 **ভারত সরকার**
Government of India



সাহাশ প্যারেক
Saharsh Parekh
পিতা : উৎসব প্যারেক
Father : Utsav Parekh
জন্মতারিখ / DOB : 15/09/1985
পুরুষ / Male



8400 9205 5797

আধার - সাধারণ মানুষের অধিকার

 **ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ**
Unique Identification Authority of India

আধার

ঠিকানা:
2/3, শরত বোস রোড,
এল.আর.সারানী, কোলকাতা,
এল.আর.সারানী, পশ্চিম বঙ্গ,
700020

Address:
2/3, SARAT BOSE ROAD,
L.R.Sarani, Kolkata, L.r.sarani,
West Bengal, 700020

8400 9205 5797

 1947
1800 300 1947

 help@uidai.gov.in

 www
www.uidai.gov.in

Sarah Parekh

आयकर विभाग		भारत सरकार
INCOME TAX DEPARTMENT		GOVT. OF INDIA
AJAY KUMAR KAYAN		
GAURI SHANKAR KAYAN		
26/04/1957		
Permanent Account Number		
AGGPK0892G		
		





भारत सरकार

Unique Identification Authority of India
Government of India

नामांकन क्रम / Enrollment No. : 1119/62117/10251

To
Ajay Kumar Kayan
अजय कुमार कायन
S/O: Gauri Shankar Kayan
9/2, Hunger Ford Street
Circus Avenue
Circus Avenue, Circus Avenue, Kolkata,
West Bengal - 700017
9831095445



KA27589065

27589065



आपका आधार क्रमांक / Your Aadhaar No. :

6051 8840 0994

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



अजय कुमार कायन
Ajay Kumar Kayan

जन्म तिथि / DOB: 28/04/1957

पुरुष / Male

6051 8840 0994



मेरा आधार, मेरी पहचान

सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाण ऑनलाइन प्रमाणीकरण द्वारा प्राप्त करें।

INFORMATION

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

- आधार देश भर में मान्य है।
- आधार भविष्य में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



भारत सरकार
Unique Identification Authority of India

पता: अजय कुमार कायन, 9/2,
हंगर फोर्ड स्ट्रीट, सिरकुस
अवनी, कोलकाता, सिरकुस अवनी,
वेस्ट बंगाल, 700017

Address: S/O: Gauri Shankar
Kayan, 9/2, Hunger Ford Street,
Circus Avenue, Kolkata, Circus
Avenue, West Bengal, 700017

6051 8840 0994



1947
Help @ uidai.gov.in

www.uidai.gov.in

Kayan

DATED THIS THE 1st OF March, 2023

BETWEEN

CHOWRINGHEE PLANNERS LLP

- OWNER

AND

AMBA HIGHRISE PRIVATE LIMITED

- DEVELOPER

DEVELOPMENT AGREEMENT

In respect of 54 Chowringhee Road,
Kolkata - 700 020

KANODIA & CO.,

Solicitors & Advocates

Temple Chambers, 4th Floor,

6, Old Post Office Street,

Kolkata - 700 001

033-2262-5739

info@kanodiaco.com

Major Information of the Deed

Deed No :	I-1902-02882/2023	Date of Registration	03/03/2023
Query No / Year	1902-2000556162/2023	Office where deed is registered	
Query Date	01/03/2023 9:18:45 AM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Mani Sankar Roychowdhury 4, K. S Roy Road, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700013, Mobile No. : 9433359436, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,00,000/-]	
Set Forth value		Market Value	
		Rs. 119,18,11,319/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 75,521/- (Article:48(g))		Rs. 5,00,021/- (Article:E, E, B)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Kolkata, P.S:- Shakespeare Sarani, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Chowringhee Road, Road Zone : (On Road -- On Road) , , Premises No: 54, , Ward No: 063 Pin Code : 700071

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	3 Bigha 12 Chatak		69,11,93,671/-	Property is on Road
L2	(RS :-)		Commercial use	1 Bigha		50,06,17,648/-	Property is on Road
		TOTAL :		133,2375Dec	0 /-	11918,11,319 /-	
		Grand Total :		133,2375Dec	0 /-	11918,11,319 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	CHOWRINGHEE PLANNERS LLP Vaibhav,4F, 4 Lee Road, City:- Not Specified, P.O:- Elgin Road, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 , PAN No.:- AAxxxxxx7B,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	AMBA HIGHRISE PRIVATE LIMITED 68/2, Harish Mukherjee Road, Kolkata, City:- Not Specified, P.O:- Bhowanipore, P.S:-Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700025 , PAN No.: AAxxxxxx4L, Aadhaar No Not Provided by UIDAI, Status : Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Saharsh Parekh Son of Utsav Parekh 2/3, Sarat Bose Road, Kolkata, City:- Not Specified, P.O:- Elgin Road, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AKxxxxxx6A, Aadhaar No: 84xxxxxxxx5797 Status : Representative, Representative of : CHOWRINGHEE PLANNERS LLP (as Designated Partner)
2	Ajay Kumar Kayan Son of Late Gouri Shankar Kayan 9/2, Hunger Ford Street, Kolkata, City:- Kolkata, P.O:- Circus Avenue, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AGxxxxxx2G, Aadhaar No: 60xxxxxxxx0994 Status : Representative, Representative of : CHOWRINGHEE PLANNERS LLP (as Partner)
3	Yashaswi Shroff (Presentant) Son of Ajay Kumar Shroff 68/2, Harish Mukherjee Road, Kolkata, City:- Not Specified, P.O:- Bhowanipore, P.S:-Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700025, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: CGxxxxxx7J, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : AMBA HIGHRISE PRIVATE LIMITED (as Director)

Identifier Details :

Name	Photo	Finger Print	Signature
Koushik Saha Son of Kail Pada Saha Gorkhara Uttarpara Sonarpur, City:- Not Specified, P.O:- Sonarpur, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700150			
Identifier Of Saharsh Parekh, Ajay Kumar Kayan, Yashaswi Shroff			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	CHOWRINGHEE PLANNERS LLP	AMBA HIGHRISE PRIVATE LIMITED-100.238 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	CHOWRINGHEE PLANNERS LLP	AMBA HIGHRISE PRIVATE LIMITED-33 Dec

On 01-03-2023

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

Presented for registration at 18:00 hrs on 01-03-2023, at the Private residence by Yashaswi Shroff ,

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

Execution is admitted on 01-03-2023 by Saharsh Parekh, Designated Partner, CHOWRINGHEE PLANNERS LLP (LLP), Vaibhav,4F, 4 Lee Road, City:- Not Specified, P.O:- Elgin Road, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020

Identified by Koushik Saha, , Son of Kali Pada Saha, Gorkhara Uttarpara Sonarpur, P.O: Sonarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by profession Service

Execution is admitted on 01-03-2023 by Ajay Kumar Kayan, Partner, CHOWRINGHEE PLANNERS LLP (LLP), Vaibhav,4F, 4 Lee Road, City:- Not Specified, P.O:- Elgin Road, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020

Identified by Koushik Saha, , Son of Kali Pada Saha, Gorkhara Uttarpara Sonarpur, P.O: Sonarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by profession Service

Execution is admitted on 01-03-2023 by Yashaswi Shroff, Director, AMBA HIGHRISE PRIVATE LIMITED (Private Limited Company), 68/2, Harish Mukherjee Road, Kolkata, City:- Not Specified, P.O:- Bhowanipore, P.S:-Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700025

Identified by Koushik Saha, , Son of Kali Pada Saha, Gorkhara Uttarpara Sonarpur, P.O: Sonarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by profession Service

bing

Satyajit Biswas

ADDITIONAL REGISTRAR OF ASSURANCE

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

Kolkata, West Bengal

On 03-03-2023

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.

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 119,18,11,319/-

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,00,021.00/- (B = Rs 5,00,000.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 5,00,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/03/2023 3:31PM with Govt. Ref. No: 19022230316803288 on 01-03-2023, Amount Rs: 5,00,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 6648668738215 on 01-03-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 500.00/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 83838, Amount: Rs.500.00/-, Date of Purchase: 01/03/2023, Vendor name: A BANERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 01/03/2023: 3:31PM with Govt. Ref. No: 192022230316803288 on 01-03-2023, Amount Rs: 75,021/-, Bank: SBI EPay (SBIPay), Ref. No. 6648668738215 on 01-03-2023, Head of Account 0030-02-103-003-02



Satyajit Biswas
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2023, Page from 96733 to 96786

being No 190202882 for the year 2023.



Digitally signed by SATYAJIT BISWAS
Date: 2023.03.06 14:37:30 +05:30
Reason: Digital Signing of Deed.

fm2

(Satyajit Biswas) 2023/03/06 02:37:30 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.

(This document is digitally signed.)