



DSP LAW ASSOCIATES

Advocates

4D Nicco House, 1B & 2 Hare Street, Kolkata-700001
Phone & Fax : +91 33 22624714/15/16, Email : info@dsplaw.in

Deepak Choudhury
Samar Chakraborty
Pratik Bagaria

DSP: 308/1 /1127

December 28, 2021

SHITIJ REAL ESTATE LLP
2nd Floor, Alom House,
7B, Pretoria Street,
Kolkata - 700071.

Kind Attention: Mr. Ashok Saraf

Dear Sirs,

Re: Property at Mouza - Doharia

We are enclosing herewith the Original Development Agreement dated 22nd November 2021 made between Madgul Services Private Limited & Ors. as Owners and yourself as Developer and registered with the Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2021, Pages 774509 to 774613 Being No.190414961 for the year 2021.

Yours faithfully,
For DSP Law Associates,


Advocate

Encl: as above.

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14961/2021



पश्चिम बंगाल WEST BENGAL



Document registered in
 Registration. The
 amount of Rs. 6380/- and the
 amount of Rs. 094178

Additional Registrar
 of Assurances-IV, Kolkata
 Viol Case No. 5303 of 22-11

J (1)-	250
J (2)-	100
Total	350/-

Realised on.....

ARA-TV
Kolkata

6.10/21

22924752/21

No. 122960358/

DEVELOPMENT AGREEMENT

Additional Registrar of Assurances-IV, Kolkata

THIS AGREEMENT made this 22nd day of November Two thousand and Twenty-one

BETWEEN

1 PARTIES:

1.1 OWNERS:

1.1.1 **MADGUL SERVICES PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 20 Ballygunge Circular Road, Kolkata- 700 019, Post Office Ballygunge, Police Station Ballygunge, having PAN: AABCM7691K represented by its Director Raj Kumar Rungta son of Late Tribeni Prasad Rungta of 20 Ballygunge Circular Road, Police Station

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Handwritten signatures and initials.

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DSP LAW ASSOCIATES
Advocates

79 Nicco House
40 & 2 Hare Street,
Kolkata - 700001

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SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
17/1, S. B. Road, Kol-1

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Ashokraj



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ADDITIONAL REGISTRAR
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Ballygunge, Post Office Ballygunge (having PAN ACRPR6661B and Aadhar No. 215686576795);

- 1.1.2 **J.G PROPERTIES PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 20 Ballygunge Circular Road, Kolkata- 700 019, Post Office Ballygunge, Police Station Ballygunge, having PAN: AAACJ7225M represented by its Director Raj Kumar Rungta son of Late Tribeni Prasad Rungta of 20 Ballygunge Circular Road, Police Station Ballygunge, Post Office Ballygunge (having PAN ACRPR6661B and Aadhar No. 215686576795);
- 1.1.3 **MADGUL INFRASTRUCTURE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 20 Ballygunge Circular Road, Kolkata- 700 019, Post Office Ballygunge, Police Station Ballygunge, having PAN: AAACQ1524C represented by its Director Raj Kumar Rungta son of Late Tribeni Prasad Rungta of 20 Ballygunge Circular Road, Police Station Ballygunge, Post Office Ballygunge (having PAN ACRPR6661B and Aadhar No. 215686576795);
- 1.1.4 **PARUL FARMS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 20 Ballygunge Circular Road, Kolkata- 700 019, Post Office Ballygunge, Police Station Ballygunge, having PAN: AABCP3529R represented by its Director Raj Kumar Rungta son of Late Tribeni Prasad Rungta of 20 Ballygunge Circular Road, Police Station Ballygunge, Post Office Ballygunge (having PAN ACRPR6661B and Aadhar No. 215686576795);
- 1.1.5 **TRANQUILITY TOWERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 2013 having its Registered Office at 20 Ballygunge Circular Road, Kolkata- 700 019, Post Office Ballygunge, Police Station Ballygunge, having PAN: AAFCT8406K represented by its Director Raj Kumar Rungta son of Late Tribeni Prasad Rungta of 20 Ballygunge Circular Road, Police Station Ballygunge, Post Office Ballygunge (having PAN ACRPR6661B and Aadhar No. 215686576795);
- 1.1.6 **MADGUL APARTMENTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 2013 having its Registered Office at 20 Ballygunge Circular Road, Kolkata- 700 019, Post Office Ballygunge, Police Station Ballygunge, having PAN: AAKCM4522C, represented by its Director Santosh Kumar Rungta son of Late Tribeni Prasad Rungta, residing at 20 Ballygunge

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Circular Road, Kolkata- 700 019, Post Office Ballygunge, Police Station Ballygunge, having PAN ADAPR3669P and Aadhaar No. 516923214311;

- 1.1.7 **SHARNAGAT PLAZA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 2013 having its Registered Office at 20 Ballygunge Circular Road, Kolkata- 700 019, Post Office Ballygunge, Police Station Ballygunge, having PAN: AAXCS3502P represented by its Director Santosh Kumar Rungta son of Late Tribeni Prasad Rungta, residing at 20 Ballygunge Circular Road, Kolkata- 700 019, Post Office Ballygunge, Police Station Ballygunge, having PAN ADAPR3669P and Aadhaar No. 516923214311;
- 1.1.8 **LANSDOWNE TOWERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 20 Ballygunge Circular Road, Kolkata- 700 019, Post Office Ballygunge, Police Station Ballygunge, having PAN: AAACL5000G represented by its Director Raj Kumar Rungta son of Late Tribeni Prasad Rungta of 20 Ballygunge Circular Road, Police Station Ballygunge, Post Office Ballygunge (having PAN ACRPR6661B and Aadhaar No. 215686576795);
- 1.1.9 **EVERNEW VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 24 Diamond Harbour Road, Kolkata- 700104, Post Office Amgachi, Police Station Thakurpukur, having PAN: AACCE0554G represented by its Director Kushal Rungta son of Santosh Kumar Rungta residing at 20 Ballygunge Circular Road, Kolkata- 700 019, Post Office Ballygunge, Police Station Ballygunge, having PAN ACYPR7591M and Aadhaar No. 970767325405;;
- 1.1.10 **SHREEPARNA VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 24 Diamond Harbour Road, Kolkata- 700104, Post Office Amgachi, Police Station Thakurpukur, having PAN: AAMCS4223N represented by its Director Santosh Kumar Rungta son of Late Tribeni Prasad Rungta, residing at 20 Ballygunge Circular Road, Kolkata- 700 019, Post Office Ballygunge, Police Station Ballygunge, having PAN ADAPR3669P and Aadhaar No. 516923214311;
- 1.1.11 **MADGUL MINERALS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 20 Ballygunge Circular Road, Kolkata- 700 019, Post Office Ballygunge, Police Station Ballygunge, having PAN: AACCM0639G represented by its Director Raj Kumar Rungta son of Late Tribeni Prasad Rungta of 20 Ballygunge Circular Road, Police Station

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Ballygunge, Post Office Ballygunge (having PAN ACRPR6661B and Aadhar No. 215686576795);

- 1.1.12 **HAPPY HOME FISCAL SERVICE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 12 Lindsay Street, 1st Floor, Kolkata- 700 087, Post Office Lindsay Street, Police Station New Market, having PAN: AAACH6663B represented by its Director Santosh Kumar Rungta son of Late Tribeni Prasad Rungta, residing at 20 Ballygunge Circular Road, Kolkata- 700 019, Post Office Ballygunge, Police Station Ballygunge, having PAN ADAPR3669P and Aadhaar No. 516923214311; and
- 1.1.13 **SHREEPURAM PARKS LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its Registered Office at 20 Ballygunge Circular Road, Kolkata-700 019, Post Office Ballygunge, Police Station Ballygunge, having PAN: ABZFS2872E represented by its Designated Partner Raj Kumar Rungta son of Late Tribeni Prasad Rungta of 20 Ballygunge Circular Road, Police Station Ballygunge, Post Office Ballygunge (having PAN ACRPR6661B and Aadhar No. 215686576795);

hereinafter collectively referred to as “the **OWNERS**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective successors, successors-in-interest, successors-in-office and/or assigns) of the **FIRST PART**;

AND

1.2 **DEVELOPER:**

- 1.2.1 **SHITIJ REAL ESTATE LLP** (having LLP ID AAI-8275 and PAN ADIFS8217Q), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its Registered Office at 2nd floor, Alom House, 7B Pretoria Street, Post Office Middleton Row, Police Station Shakespeare Sarani Kolkata-700071 represented by its Designated Partner Mr. Ashok Saraf son of Late Santosh Kumar Saraf of 2/5, Sarat Bose Road, Kolkata-700020 Police Station Ballygunge, Post Office Elgin Road (having PAN AJQPS0820D and Aadhaar No. 539950755762) hereinafter referred to as “the **DEVELOPER**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors, successors-in-interest, successors-in-office and/or assigns) of the **OTHER PART**.

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

GRN Details

GRN: 192021220110738131 Payment Mode: Online Payment
GRN Date: 10/11/2021 15:55:01 Bank/Gateway: AXIS Bank
BRN : 710042564 BRN Date: 10/11/2021 00:11:00
Payment Status: Successful Payment Ref. No: 2002324757/4/2021
[Query No*/Query Year]

Depositor Details

Depositor's Name: SHITIJ REAL ESTATES LLP
Address: 7B, PRETORIA STREET KOLKATA - 700071
Mobile: 7595076449
EMail: INFO@DIAMONDGROUPWEB.COM
Contact No: 22829166
Depositor Status: Others
Query No: 2002324757
Applicant's Name: Mr Subhendu Chatterjee
Identification No: 2002324757/4/2021
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002324757/4/2021	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2002324757/4/2021	Property Registration- Registration Fees	0030-03-104-001-16	200021
			Total	275042

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



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SECTION-I # DEFINITIONS:

- 1 DEFINITIONS:** Unless in this Agreement there be something contrary or repugnant to the subject or context:-
- 1.1.1 "Agreed Ratio"** shall according to the context mean the ratio of sharing between the parties in respect of the Realization and several matters herein stated which shall be 28% (twenty-eight percent) for or to the Owners and 72% (seventy-two percent) for or to the Developer.
- 1.1.2 "Applicable Laws"** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, codes, guidelines, directions, judgements, decrees by any government body or authority or local authority or judicial authority or statutory authority having jurisdiction whether in effect on the date of this Agreement or thereafter;
- 1.1.3 "Appurtenances"** in relation to any Unit or constructed space shall mean the Share in Land attributable thereto and wherever the context so permits and intends shall include the proportionate undivided indivisible share in the Common Areas and Installations attributable thereto.
- 1.1.4 "Building Complex"** shall mean and include the Project Land and the New Buildings thereat with the Common Areas and Installations and all other open and covered spaces thereat.
- 1.1.5 "Building Plans"** shall mean the plan for construction of the New Buildings to be caused to be sanctioned by the Developer in the name of the Owners from the Madhyamgram Municipality and include all modifications and/or alterations as may be made thereto as also all extensions and/or renewals thereof.
- 1.1.6 "Building Complex Completion"** shall mean the construction and completion of the Building Complex as per the terms and conditions contained in Clause 10.3 and sub-clauses hereto.
- 1.1.7 "Common Areas and Installations"** shall mean the areas, installations, amenities and facilities at or for the Project Land and the New Buildings thereat as mentioned in **PART-II** of the **SECOND SCHEDULE** hereto and shall include any modifications and alterations thereto that may be made by mutual consent in writing of the parties.
- 1.1.8 "Completion Certificate"** shall mean the issuance of Completion Certificate or Occupancy Certificate (by any name called) by the

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Madhyamgram Municipality or any other Appropriate Authority in respect of the New Buildings.

- 1.1.9 "Common Purposes"** shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the Transferees thereof; collection and disbursement of the Common Expenses; the purpose of regulating mutual rights, obligations and liabilities of the Transferees thereof; and dealing with all matters of common interest of the Transferees thereof.
- 1.1.10 "Developer' Realization Share"** shall mean the share of the Developer in the Realizations as per the Agreed Ratio.
- 1.1.11 "Developer's Allocation"** shall mean and include the Developer's Realization Share and portions and shares of the Developer in any unsold areas with or without with Appurtenances, as the case may be, remaining upon Building Complex Completion and all other properties and rights of the Developer in the Project in terms hereof or in pursuance hereof.
- 1.1.12 "Encumbrances"** shall include encumbrances, mortgages, charges, security interest, liens, lis pendens, attachments, leases, tenancies, thika tenancies, occupancy rights, uses, debutters, trusts, bankruptcy, insolvency, acquisition, requisition, vesting, claims, demands, forfeitures and liabilities whatsoever or howsoever.
- 1.1.13 "Extras"** shall mean the amounts mentioned **PART-I** of the **THIRD SCHEDULE** hereto subject to any variations as per Clause 12.6 hereto
- 1.1.14 "Deposits"** shall mean the amounts mentioned in **PART-II** of the **THIRD SCHEDULE** hereto subject to any variations as per Clause 12.6 hereto.
- 1.1.15 "New Buildings"** shall mean the one or more buildings and/or other structures that may be constructed by the Developer from time to time at the Project Land.
- 1.1.16 "Owners' Realization Share"** shall mean the share of the Owners in the Realizations as per the Agreed Ratio.
- 1.1.17 "Owners' Allocation"** shall mean and include the Owners' Realization Share and portions and shares of the Owners in any unsold areas with or without with Appurtenances, as the case may be, remaining upon Building

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Complex Completion and all other properties and rights of the Owners in the Project in terms hereof or in pursuance hereof.

- 1.1.18 "Owners Named Representative"** shall, unless changed by an intimation in writing given to the Developer hereafter in terms of Clause 16.1.1(ix), mean either of (1) Mr. Santosh Kumar Rungta or (2) Mr. Raj Kumar Rungta.
- 1.1.19 "Parking Spaces"** shall mean the spaces at the Building Complex including at covered space, open area or under a shade at the open area or mechanized multilevel systems at the open area for parking of motor cars and/or two-wheelers.
- 1.1.20 "Pass Through Charges"** shall mean the Goods and Service Tax or any substitutes, additions or alterations thereof.
- 1.1.21 "Project Land"** shall mean the pieces or parcels of Land admeasuring 1.54 acre or 93 Cottahs 2 Chittacks 33 Square feet more or less with all existing rooms, structures, appendages and appurtenances situate lying at and being municipal holding No. 2 Old Jessore Road within Ward No.25 of the Madhyamgram Municipality morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written;
- 1.1.22 "Project"** shall mean and include (a) development of Building Complex at the Project Land exclusively by the Developer, (b) Transfer of the Transferable Areas to the Transferees and sharing of the Realizations by the parties, (c) division of the unsold areas, if any remaining, and (d) administration of the Building Complex and the Common Purposes until specified period, all as per the terms and conditions hereof.
- 1.1.23 "Real Estate Laws"** shall mean Real Estate (Regulation and Development) Act, 2016 or substitute/s thereof as may be applicable to the Project and include any amendments thereof and also all rules, regulations and byelaws arising therefrom as may be applicable to the Project.
- 1.1.24 "Realization"** shall mean and include the amounts received on any account whatsoever against or in respect of the Building Complex including the Transfer of or otherwise in respect of the Units, Parking Spaces, Appurtenances and/or other Transferable Areas in the Building Complex (other than unsold areas, if any allocated to the parties) and include the part or full consideration for any Transfer, any amounts on account of Nomination/Transfer Charges, Floor Rise Escalation and PLC,

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Extras, interest, cancellation charges, forfeiture amounts and/or compensation received from any Transferee, **but shall not include** any amounts received on account of Pass Through Charges and Deposits and Permitted Specification Excesses as per clause 11.2.3 hereto.

1.1.25 "Shares in land" shall mean the proportionate undivided indivisible share in the land of whole or part of the Project Land attributable to any Unit.

1.1.26 "Transfer" shall include transfers by sale but with possibility of leases only in respect of commercial Units (if any) at the Building Complex.

1.1.27 "Transferable Areas" shall mean the Units, Parking Spaces, other constructed spaces, private/reserved terraces/roofs with or without any facilities and all other areas at the Building Complex and Project Land capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise and shall also include any right, benefit or privilege at the Building Complex and Project Land capable of being commercially exploited and wherever the context so permits shall include the Shares in land.

1.1.28 "Transferees" shall mean the persons to whom any Transferable Areas in the Project is Transferred or agreed to be Transferred.

1.1.29 "Units" shall mean the independent and self-contained residential flats and/or apartments, non residential office spaces, shops and other constructed spaces capable of being exclusively held used or occupied by person/s.

1.2 INTERPRETATION:

1.2.1 Reference to any clause shall mean such clause of this Agreement and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this Agreement and include any parts of such Schedule.

1.2.2 Headings, Clause Titles, Capitalized expressions and Bold expressions are given for convenience only and shall not be taken into account for the construction or interpretation of any terms or provisions of these presents..

1.2.3 Reference to the word "include" shall be construed without limitation;

1.2.4 The Schedules/Annexure and recitals hereto shall constitute an integral part of this Agreement and any breach of the stipulations contained in the Schedule shall be deemed to be a breach of this Agreement;

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- 1.2.5** Reference to a document, instrument or agreement (including, without limitation, this Agreement) is a reference to any such document, instrument or agreement as modified, amended, varied, supplemented or novated from time to time in accordance with the provisions.
- 1.2.6** Where any notice, consent, approval, permission or certificate is required to be given by any party to this agreement, such notice, consent, approval, permission or certificate must (except where otherwise specifically provided), be in writing.
- 1.2.7** The expression 'parties' used in this agreement shall mean the Owners and the Developer.

SECTION-II # RECITALS AND REPRESENTATIONS:

2 RECITALS/REPRESENTATIONS:

2.1 RECITALS:

- 2.1.1** The Owners are the sole and absolute owners of the Project Land in equal shares. With an intent of the Owners to develop a building complex, the Owners entered upon discussions with the Developer.
- 2.1.2** Pursuant to discussions between the parties and the representations as hereinafter contained, the Owners and the Developer have agreed that the Developer would carry out the planning and construction of the Building Complex and Transfer the Transferable Areas to interested Transferees with sharing of the Realizations thereof by the parties in the Agreed Ratio and to carry out certain other acts, deeds and things pertaining to the Project and shall be entitled to the Developer's Allocation and other benefits and the Owners shall, interalia, be entitled to the Owners' Allocation and other benefits and upon issuance of the Completion Certificate in respect of the New Building by the Madhyamgram Municipality, complete the Transfer of the proportionate share in the land attributable to the Transferable Areas.

2.2 REPRESENTATIONS:

- 2.2.1 REPRESENTATIONS OF OWNERS:** The Owners have represented and assured to the Developer as follows:







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- (i) That the Owners are the full and absolute owners of the Project Land with good marketable title free from all Encumbrances whatsoever and the Owners have not received any notice or claim for or relating to any Encumbrance on the Project Land.
- (ii) That the facts about the Owners deriving title to the Project Land are contained in the **FOURTH SCHEDULE** hereto and the same are all true and correct.
- (iii) That the Owners have caused their names to be mutated in the records of the B.L. & L.R.O and the Madhyamgram Municipality in respect of the Project Land.
- (i) The classification of the portion of the Project Land comprised in L.R. Dag Nos. 1300 and 1302 is bastu and by virtue of certificates dated 24th April, 2015 issued by the B.L.&L.R.O, Barasat-2, the classification of the portion of the Project Land comprised in L.R. Dag No. 1301 has been converted to "bastu".
- (iv) That the Project Land is free from all Encumbrances whatsoever or howsoever and the Owners are in continuous open vacant and peaceful possession of the Project Land and the same has been duly secured on all sides partly by boundary walls and partly by fencing with the western side abutting Old Jessore Road and the southern side abutting Methopara Road.
- (v) That there is no legal proceedings, injunction, status quo, impediment, obstruction, restriction or prohibition affecting the Project Land or in the Owners or its directors entering upon this Agreement and/or in the development and transfer of the Project Land nor is there any notice affecting the same.
- (vi) That there is no notice of acquisition or requisition or alignment received or pending in respect of the Project Land or any part thereof and the Project Land or any part thereof does not contain any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976.
- (vii) That the Project Land or any part thereof has not been attached or forfeited and/or is liable to be attached or forfeited under any laws or order or decree of any authority or Court of Law or due to Income Tax, Foreign Exchange, Money Laundering or any other Statutory Dues or Public Demand against the Owners.





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- (viii) That all the original documents of title in respect of the Project Land as per list given in the **FIFTH SCHEDULE** hereto are in the custody of the Owners and the same have not been deposited with anyone nor seized by any authority nor used as security or collateral security or bond or otherwise in respect of any activity or transaction whatsoever.
- (ix) That there is no pending agreement or contract with any other person in connection with the Project Land or any part thereof or its development/sale/transfer nor have executed any power of attorney in favour of any person nor have otherwise dealt with the Project Land or any part thereof prior to execution of this Agreement.
- (x) That there is no notice or proceeding of winding up or bankruptcy or insolvency proceedings or under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or the Companies Act or Bankruptcy & Insolvency Code or before the Debts Recovery Tribunal or before any Court or Tribunal filed or pending against the Owners.
- (xi) That subject to the terms hereof, there is no difficulty in the compliance of the obligations of the Owners hereunder.

2.2.2 REPRESENTATIONS OF DEVELOPER: The Developer has represented and assured the Owners, inter alia, as follows:-

- (i) The Developer is carrying on the business of construction and development of real estate and has infrastructure, expertise and resources in this field.
- (ii) The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.
- (iii) That there is no notice or proceeding of winding up or bankruptcy or insolvency proceedings or under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or the Companies Act or Bankruptcy & Insolvency Code or before the Debts Recovery Tribunal or before any Court or Tribunal filed or pending against the Developer.
- (iv) Subject to the terms hereof, there is no difficulty in compliance of the obligations of the Developer hereunder.

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- (v) The Developer has been provided by the Owners, the documents and papers in the custody of the Owners in respect of the Subject Property as per list contained in the **FIFTH SCHEDULE** hereto.
- 2.3** The parties are now entering upon this Agreement to put into writing all the terms and conditions agreed between them in connection with the development of the Project Land and the administration and Transfer of the Building Complex and other aspects of the Project and the respective rights and obligations of the parties in respect of the same as hereinafter contained.

SECTION-III # WITNESSETH:

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

3 AGREEMENT AND CONSIDERATION:

3.1 In the premises aforesaid:-

- 3.1.1** the Owners have agreed that the Developer shall have exclusive rights and authority to develop the Building Complex at the Project Land and shall have rights to Transfer the Transferable Areas with sharing of the Realization in the Agreed Ratio in the manner hereinstated and shall receive the Deposits exclusively and administer the Common Purposes (upto a specified time); -all in the manner hereinafter stated and the Developer has agreed to accept the same; and
- 3.1.2** the Developer has agreed to carry out the planning and construct or cause to be constructed the Building Complex at its own costs, risk and expenses and to carry out certain other acts, deeds and things pertaining to the Building Complex as hereinafter morefully contained;
- 3.1.3** the Owners hereby agree to Transfer the shares in land in favour of the concerned Transferees and upon issuance of the Completion Certificate to complete the Transfer of the shares in land attributable to the Transferable Areas, the consideration for which shall be the Owners' Realization Share and payable on or before such completion of Transfer as provided in clause 11.2.7 hereto, and to carry out certain other acts, deeds and things pertaining to the land at the Project Land;
- 3.1.4** the Developer is hereby intended to become entitled to the Developer's Allocation and other rights as morefully hereinafter contained and the

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Owners are intended to become entitled to the Owner's Allocation and other rights as morefully hereinafter contained;

3.1.5 the Owners and the Developer have agreed to act on principal to principal basis in respect of their roles, rights and obligations;

all on the terms and conditions hereinafter contained.

3.2 The agreement and the rights of the parties hereunder and arising herefrom shall be and remain valid and subsisting at all times and cannot be unilaterally cancelled by any party except only in accordance with any specific terms and conditions mentioned herein.

4 PROJECT LAND RELATED OBLIGATIONS OF OWNERS :

4.1 **ATTRIBUTES REQUIRED FOR SAID LAND:** The Owners shall be solely responsible and liable to cause and ensure the availability of the Project Land towards the Project in terms hereof. The Owners shall comply with and meet the following criteria and requirements at their own costs and expenses:

4.1.1 **Marketable Title:** The Owners have made available the Project Land with a good marketable title of the Owners to the same and shall not hereafter do any act deed or thing which may affect such title or result in any defect in their title to the Project Land.

4.1.2 **Encumbrances:** The Owners have made available the Project Land free from all Encumbrances created made done or suffered by the Owners.

4.1.3 **Possession:** The Owners are at the time of execution hereof in vacant and peaceful possession of the Project Land duly secured by boundary walls and fencing as aforesaid and without any encroachment inside the Project Land.

4.1.4 **Payment of taxes and dues:** The Owners shall bear and pay the land revenue, municipal and all other rates taxes and other statutory dues and outgoings payable to Madhyamgram Municipality or other appropriate authority in respect of the Project Land and accruing due till the date of execution hereof.

4.1.5 **Abutting Roads and access:** It is recorded that the Project Land is abutting Old Jessore Road on its west side and Methopara Road on its south side.

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- 4.1.6 Mutation and Assessment:** The Owners have mutated their names in the records of the B.L.&L.R.O and Madhyamgram Municipality and shall not do any act deed or thing whereby the same may be altered until issuance of Completion Certificate. Any defect including error, discrepancy, omission, inconsistency or mis-description in the land records and/or mutation or assessment records if arising or detected hereafter and caused due to any act or omission of the Owners and affecting the implementation of the Project shall be cured and remedied by the Owners.
- 4.1.7 Permissions:** The Owners have provided to the Developer the permissions and clearances obtained by them as mentioned in the **SIXTH SCHEDULE** hereto. It is clarified that in case the clearance or no objection certificate is required from the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, the same shall be applied by the Owners and shall be pursued by the Developer with assistance and co-operation from the Owners but the entire fees, costs, charges and expenses required therefor shall be borne and paid by the Owners.
- 4.2 TIME AND COSTS AND EXPENSES FOR OBLIGATIONS OF OWNERS:** Unless otherwise expressly mentioned the time for compliance of the several obligations of the Owners as per clause 4.1 and its sub-clauses as stated above shall be within **30 (thirty) days** from the date of the situation for the same arising with provision for extension of time in deserving cases on mutual agreement of the parties and all costs, charges, and expenses direct or indirect on any account whatsoever in respect of such obligations of the Owners shall be borne and paid by the Owners.
- 5 TITLE DEEDS & OTHER DOCUMENTS:**
- 5.1** The Owners shall with effect from the date hereof and until issuance of the Completion Certificate in respect of the New Buildings and hand over to the Association as per clause 5.3 hereto, keep all the said original documents of title mentioned in **FIFTH SCHEDULE** hereto with Mr. Deepak Choudhury, Advocate of 2 Hare Street, Kolkata-700001 (hereinafter referred to as "the **Title Deeds Custodian**") who shall hold the same in the manner and until the period mentioned hereinafter.
- 5.2** Upon request of the parties to the Title Deeds Custodian, the Title Deeds Custodian shall allow and provide inspection and production of the original title deeds to the parties and/or any Appropriate Authority and/or Transferees and/or Financers and also provide xerox copies therefrom. The expression "Financers"

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used in this agreement shall have the meaning assigned to it under clause 10.5.1 hereto.

- 5.3 Upon Building Complex Completion, the original Title Deeds shall be handed over to the Association in the manner as required under the Real Estate Laws.

6 ENTRY:

- 6.1 As a purpose incidental to carrying out the development of the Project Land in terms hereof, the Developer shall have the full free and unfettered right, with effect from the date of execution of this Agreement, to enter upon the Project Land for the purpose of survey, soil testing, planning and preparation of plans, inspection and other initial works pertaining to the proposed development and with effect from the date of sanction of Building Plans, to commence and carry out the construction work and other aspects of the Project.

- 6.2 It is hereby expressly agreed by and between the parties hereto that the possession of the Project Land shall not be given or intended to be given to the Developer under any circumstances whatsoever including in part performance as contemplated by Section 53A of the Transfer of Property Act 1882 read with Section 2(47)(v) of the Income Tax Act 1961. The possession, juridical or otherwise, of the Project Land shall remain vested in the Owners until the Completion Certificate is issued in respect of the New Buildings and thereafter such possession shall be jointly held by the Owners and Developer save the areas delivered to the Transferees or those that may be separately allocated amongst the parties.

- 6.3 With effect from the date of execution hereof, the Developer shall keep the Project Land secured by appointing its security personnel but so as not to impinge upon or affect the legal possession of the Owners.

7 SECURITY DEPOSIT:

- 7.1 **Security Deposit :** As security for performance of its obligations hereunder, the Developer has agreed pay to the Owners, in equal shares, a sum of Rs.2,00,00,000/- (Rupees two crores) only as and by way of refundable Security Deposit and it is recorded that the Developer has paid the same to the Owners at or before the execution hereof (the receipt whereof the Owners do hereby as also by the receipt hereunder written admit and acknowledge).

- 7.2 **Interest Free:** Except as expressly applicable due to default by the Owners in refunding the deposit, the Security Deposit shall be interest free.



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7.3 Refund of Security Deposit: The Owners shall refund to the Developer the entire Security Deposit within 15 days of the Developer achieving the Completion as per clause 10.3.1 hereto.

7.4 In case the Owners fail to refund the Security Deposit or any part thereof in the manner stated in clause 7.3 hereto then the unrefunded amount shall bear simple interest @15% per annum for the period of delay without prejudice to the other rights and remedies of the Developer hereunder.

8 PLANNING OF THE PROJECT:

8.1 PLANNING:

8.1.1 The planning and layout for the development of the Project Land including, inter alia, the decision on one or more Building Complex and the size and height each thereof, the design, concept and layout of the Building Complex and also of landscaping, plantation, walkways, driveways at the Project Land, the number and area and type of use of Units and other Transferable Areas in one or more New Buildings and other portions of the Project Land shall be done by the Developer. The planning shall be done to achieve and utilize the full Floor Area Ratio (more or less) as available on and also Additional Areas on account of Green Building (if possible).

8.1.2 The Owners through the Owners Named Representative shall be at liberty to provide their suggestions and inputs in the planning of the Project without changing the agreed Specifications and the Common Areas and Installations mentioned in the **SECOND SCHEDULE** hereto but the incorporation of the same shall be at the discretion of the Architect. The decision of the Architect on any point of disagreement on the Building Plans shall be final and binding upon both the parties.

8.2 SURVEY AND SOIL TESTING: The Developer shall at its own costs and expenses carry out necessary survey and soil testing and other preparatory works in respect of the Project Land.

8.3 BUILDING PLANS:

8.3.1 PREPARATION AND APPROVAL: The Developer shall cause to be prepared the proposed Building Plans and send a copy of the Building Plans to the Owners. The Owners Named Representative shall within 15 days of receiving the proposed plans offer their suggestions, if any, thereon to the Developer which shall be

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considered by the Developer and shall finally leave the same for the consideration of the Architect whose decision on the same shall be final.

- 8.3.2 OWNERS' COPY OF BUILDING PLANS:** The Developer shall pursue and obtain the sanctioned Building Plans from the Madhyamgram Municipality within the time period stipulated hereinafter and notify the Owners Named Representative immediately thereabout alongwith sending a copy of the sanctioned Building Plans to the Owners Named Representative.
- 8.3.3 MODIFICATIONS AND ALTERATIONS:** The Developer shall be entitled from time to time to cause modifications and alterations to the new sanctioned plans or revised sanctioned plans in such manner and to such extent as the Developer may deem fit and proper but without reducing the sanctioned constructible area **Provided That** in case due to any such modification or alteration the total constructible area gets reduced or such modification or alteration is for increase or reduction of the number of floors in the New Buildings, the Developer shall obtain the prior written consent of the Owners' Named Representative in respect thereof and except as aforesaid, for any other modification/alteration the Developer shall intimate the Owners in writing about the same immediately upon submission for such modification or alteration and upon its approval.
- 8.3.4 GREEN BUILDING FAR:** The Developer shall apply for additional FAR on account of Green Building, if available, and include the same in the planning and preparation of Building Plans. Any such inclusion shall be subject to sanction by the Madhyamgram Municipality. The additional Green Building fees to the extent attributable to incremental land and payable to Madhyamgram Municipality for sanction of additional FAR on account of Green Building shall be borne and paid by the Owners. All other sanction and other fees, costs and charges and all construction cost for such additional FAR shall be borne and paid by the Developer. Once sanctioned the said additional FAR shall automatically form part of the Building Complex and the Project.
- 8.4 APPROVALS FOR PROJECT:** The Developer shall in its own name or in the names of the Owners apply for and obtain all permissions, clearances, no objection certificates, consents and other approvals required under Applicable Laws for carrying out the Project, including those required from Pollution Control Authority, Fire Service Authorities, Airport Authority, Police Authorities, Municipal Authorities any other Appropriate Authorities. The Developer shall also obtain the Completion Certificate from the Madhyamgram Municipality in respect of the New Buildings.

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8.5 SIGNATURE AND SUBMISSION: The Owners shall sign, execute, submit and deliver all applications, undertakings, declarations, affidavits, plans, gift deeds of splayed corners to Madhyamgram Municipality, boundary declarations, undertakings, letters and other documents and do all acts deeds and things as may be required by the Developer in connection with the application and/or obtaining the sanction of the Building Plans and for obtaining any sanctions and/or approvals required to be obtained by the Developer and/or for commencing or carrying out the Development at the Project Land and for obtaining any utilities and permissions thereat.

9 CONSTRUCTION OF THE PROJECT:

9.1 BOUNDARY WALL: The Developer shall, if required, repair the boundary walls/fencing wherever damaged hereafter and shall finally construct the boundary walls in respect of the Building Complex.

9.2 MANAGEMENT, CONTROL & AUTHORITY: The Developer shall have exclusive and unobstructed right to deal with, manage and administer the Building Complex and all aspects of its construction and completion. The Developer shall have the right to set up site office, put up the hoardings/boards at the site or outside, publish brochures and commence the preparatory works for the development and Transfer. The Developer shall have the right to represent the Owners before any authorities including Central or State Government or any department thereof and/or its officers and functionaries also all other State, Executive, Judicial or Quasi-Judicial authorities, Local Authority, Government Company, Statutory Bodies and/or other authorities and including the Madhyamgram Municipality, B.L.& L.R.O., Collector, Commissioner, District Magistrate, ADM, Kolkata Improvement Trust, Kolkata Metropolitan Development Authority, Planning Authority, Development Authority, Fire Brigade, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Real Estate Authorities, Airport Authority, Police Authorities, Law Enforcement Authorities, Pollution Control Authorities, Fire Service Authorities, Insurance Companies, Income Tax Authorities, Goods and Service Tax Authorities, Courts, Tribunals, Judicial and Quasi Judicial authorities and forums having jurisdiction over the relevant activity and including the concerned Service/Utility Providers for electricity, water, drainage, sewerage, lift, generator, telecom, television, wireless connectivity, digital and other utilities whatsoever or howsoever (hereinafter and hereinbefore referred to as "the **Appropriate Authorities**") for all or any of the purposes hereinstated.

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- 9.3 GOOD CONSTRUCTION:** The Developer shall construct erect and carry out the development at the Project Land or cause the same, to achieve the Building Complex Completion, in a good and workman like manner with good quality of materials with the specifications mutually agreed and accepted between the parties and mentioned in the **PART-I** of the **SECOND SCHEDULE** hereto and upon due compliance of the Building Plans and all Applicable Laws affecting the same. The Developer shall have the sole and complete rights and obligations in respect of all aspects of development and construction.
- 9.4 REAL ESTATE LAWS:** The Developer shall obtain registration under the Real Estate Laws and comply with all necessary requirements under the Real Estate Laws and fulfill all obligations under the Real Estate Laws and any other statute connected with the obligations of the Developer hereunder in respect of the Project. The Owners shall co-operate and assist the Developer in respect thereof.
- 9.4.1 Title Insurance:** The parties shall take out and keep valid and subsisting a Title Insurance as per the Real Estate Laws available (hereinafter referred to as "the **Title Insurance**") and the costs and expenses in respect thereof shall be borne and paid by the parties in the Agreed Ratio.
- 9.5 TEAM:** The Architect for the Project and the entire team of people required for the execution of the Project shall be such person as may be selected and appointed by the Developer. All persons employed by the Developer for the purpose of construction such as architects, contractors, labourers, care-takers etc., shall be the persons under the appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc. or their acts in any manner whatsoever and shall have no responsibility towards the architect and/or contractors labourers caretaker etc. or for the compliance of the provisions of labour laws, payment of wages, payment of P.F., E.S.I. etc., maintenance of records of labourers etc. and all the responsibilities in this regard shall be that of the Developer. The Owners shall not also be responsible for any accident, injury or death to any team member or other persons at or relating to the construction or development work at the Project Land.
- 9.6 UTILITIES:** The Developer shall at its own costs and expenses obtain new connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities (whether temporary or permanent) from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the proposed Project..





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- 9.7 COMMON AREAS AND INSTALLATIONS:** The Developer shall identify those of the Common Areas and Installations in the Project Land meant jointly or individually for the Building Complex as a whole and each New Buildings thereat and also for all or some of the Transferees and/or Transferable Areas. The Developer shall erect and install and make operative the Common Areas and Installations and shall be entitled (without being obliged) to:-
- 9.7.1** Allow or permit only provisional and/or partial use of any of the Common Areas and Installations until full completion of construction of the Project or until such earlier time as the Developer may deem fit and proper;
- 9.7.2** Provide for separate entrances and other Common Areas and Installations for Transferees of non residential Transferable Areas, if any.
- 9.8 CALCULATION OF AREAS:** The carpet area shall be as per applicable Real Estate Laws and shall be provided by the Developer and the built-up and super built-up area in respect of all the Units and other Transferable Areas in the Project shall be on uniform basis and be determined by the Developer as per calculations based on the Building Plans and construction done and to be certified by the Architect of the Project.
- 9.9 NAME OF THE PROJECT:** The name of the Project shall be such as the Developer and the Owners may mutually decide.
- 9.10 CO-OPERATION:** For all or any of the purposes contained hereinabove and required by the Developer, the Owners shall render all assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time promptly and without any delay..
- 9.11 OTHER COMPLIANCES FOR CONSTRUCTION :** In connection with the construction of the Building Complex the Developer shall comply with the following:-
- 9.11.1** The Developer shall remain responsible to cause and ensure that there is or remains no deviation in construction from the Plan or the agreed Specifications (unless permitted) or Applicable Laws and also cause and ensure that no damage whatsoever is caused to any neighboring property and/or building in carrying out the development of the Property;





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- 9.11.2 The Developer shall remain responsible for any accident and/or mishap and/or loss or injury to life or property in respect of construction and completion of the Building Complex;
- 9.11.3 The Developer shall comply and/or procure compliance with, all conditions attaching to the approvals for development which may be granted during the course of development.
- 9.11.4 The Developer shall comply or procure compliance with, all applicable laws and statutes and all applicable codes of practice including from the concerned Municipality/Municipal Corporation or other authorities affecting the Project, the Land or the development thereof and do all acts, deeds and things required by any statute and comply with all the requirements of all the authorities for the development occupation and delivery of the Building Complex.
- 9.11.5 The Developer shall not allow any other person to encroach nor permit any encroachment by any other person and/or persons into or upon the Project Land or any part or portion thereof and resolve all local or otherwise issues that may arise affecting the Project;
- 9.11.6 The Developer shall remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking construction of the said New Building and to pay, perform and observe all the terms, conditions, covenants and obligations on the part of the Developer to be paid performed and observed hereunder. The Developer shall answer, deal with and satisfy any notices and requirements of any Appropriate Authority and Transferees pertaining to the Project and also claims, if any, made them or any of them in respect of construction and completion of the Building Complex and compliances connected therewith.
- 9.11.7 The Owners shall not be responsible for any accident or mishap at the project site during construction.
- 9.12 **ROOF:** The identified ultimate roof of the New Buildings shall be a common roof for the Owners, the Developer and occupiers of the Units in the New Buildings and such other persons as the Owners and the Developer may mutually agree.
- 9.13 **INSPECTION:** The Owners with or without its authorized persons shall be entitled to inspect the progress of construction of the New Buildings and except in

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emergency, the Owners shall provide at least 24 hours prior notice in writing to the Developer about the inspection.

10 TIME & COSTS FOR PLANNING AND COMPLETION:

10.1 TIME: Unless prevented by reasons of Force Majeure or attributable to the Owners, the Developer shall:

10.1.1 Obtain the sanctioned Building Plans and all necessary approvals, consents, permissions and/or no objection certificates (including Consent to Establish) necessary to commence the construction of the Building Complex at the Project Land within 09 (nine) months from the date of execution of this agreement with a grace period of 03 (three) additional months, if required for the same. However, if the submission of plan for sanction is not accepted or sanction of the Building Plans is withheld due to non submission of No Objection Certificate under the Urban Land (Ceiling & Regulation) Act, 1976 then the additional time if taken for the issuance of such No Objection Certificate shall be added to the time period mentioned above.

10.1.2 Register the Project under the Real Estate Laws within the same period as stipulated in clause 10.1.1 immediately preceding unless the relevant authority is not established or the necessary Rules are not implemented;

10.1.3 cause the Building Complex Completion within **42 (forty-two) months** from the date of the grant of Consent to Establish (from the Pollution Control authorities) upon sanction of Building Plans by the Madhyamgram Municipality with a grace period of 6 months over and above the 42 months, if required for the same.

10.2 INTIMATION BY DEVELOPER: The Developer shall notify the Owners about submission of Building Plans for sanction to Madhyamgram Municipality, demand for Sanction fee raised by Madhyamgram Municipality, sanction of Plans by Madhyamgram Municipality, commencement of construction by the Developer, application made by the Developer with Madhyamgram Municipality for issuance of Completion Certificate, and Grant of Completion Certificate by the Madhyamgram Municipality immediately upon each such activity.

10.3 BUILDING COMPLEX COMPLETION: The Building Complex Completion shall be achieved once the Developer :-

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10.3.1 constructing and completing and/or causing to be constructed and completed the Building Complex including the New Building, the Common Areas and Installations, building elevation works, decoration and beautification works, landscaping works, pavements, electricity, lifts connection, tubewells as per the agreed Specifications and as per the terms above and temporary water or sewerage connection in the New Buildings and also applying for and obtaining the Completion Certificate of the Madhyamgram Municipality in respect thereof; and

10.3.2 the Developer obtaining permanent water connection (municipal/borewell) and/or sewerage connection and all other clearances and certificates under Applicable Laws required to be obtained upon issuance of such Completion Certificate in respect of the Building Complex.

10.4 COSTS AND EXPENSES: Save the additional green building fee pertaining to clause in terms of clause 8.3.4 hereto and the Owners' share of Title Insurance cost as per clause 9.4.1 above, all fees, costs, charges and expenses direct or indirect on any account whatsoever payable for or in relation to (a) sanction, modification, alteration and/or revision of Building Plans, (b) obtaining approvals, clearances, permissions, consents, insurances etc., in connection with the Project, (c) construction and development of the Building Complex, the Common Areas and Installations and the Building Complex Completion, (d) maintenance or other charges or any other costs direct or incidental in respect of the Building Complex till obtaining the Completion Certificate and (e) other acts, deeds and things in connection with the obligations of the Developer hereunder (including those mentioned in clauses 8, 9 and 10 and their sub-clauses) shall be borne and paid by the Developer.

10.5 CONSTRUCTION FINANCE AND MORTGAGE:

10.5.1 Without affecting the obligations of the Developer to pay the costs and expenses in respect of the several matters herein stated in any manner, the Owners agree that the Developer shall be entitled to obtain construction finance for construction of the New Buildings and Building Complex Completion from any Banks and/or the Financial Institutions (as may be mutually agreed between the parties) and/or Recognized Foreign Direct Investors upon commencement of construction of the New Buildings. The said construction finance shall be obtained by the Developer and/or be disbursed to it by the concerned Financer strictly as per progress of construction. The Developer shall be entitled to offer security by creating charge upon the share Developer's Allocation and 72% (seventy-two percent) of the Project Land and to deposit the original Title Deeds to the Financer. The

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Developer shall notify the Title Deeds Custodian about the time prescribed by the Financer for delivery of the said original Title Deeds and the Title Deeds Custodian shall deliver the same to the Financer against proper receipt and acknowledgment. However, the Owner's Allocation or 28% share of the Project Land shall not be charged or encumbered in any manner whatsoever and the Owners shall not be nor be made liable for repayment of the loans or any consequence of default in such repayment. Any such construction finance shall be conditioned as follows:

- (i) That the entire construction finance amount to be taken by the Developer shall be taken and utilised only for the purpose of construction of the said Building Complex and not for any other Project or other business.
- (ii) That the Developer alone shall be liable to repay entire loans together with interest thereon and other charges to the concerned financer and the Owners shall not be liable in any manner for the same.
- (iii) The entire Developer's Share of the Realizations and Developer's Allocation shall be used or applied only for the purpose of immediate construction activities and repayment of the construction finance with applicable interest of the project only and for repayment of any unsecured loans or advances taken by the Developer for use in the Project and for no other purpose whatsoever.
- (iv) The security allowed to be provided as above shall not extend to any other borrowing or financial arrangement, if any of the Developer with the same or any other Financer and shall further not be a security to any guarantee or collateral obligation of the Developer in any manner.
- (v) The Developer shall be entitled from time to time and at all times to require delivery of the original title deeds to any Banks or Financial Institution in respect of any loan or finance taken by it in terms of clause 10.5.1 hereto and to ensure return of the same to the Title Deeds Custodian upon repayment of the same within the period mentioned in the next following sub-clause. The Title Deeds Custodian shall at the request of the Developer made to the Title Deeds Custodian at the time and in the manner contemplated in such clause 10.5.1, deliver the original title deeds directly to the concerned Bank or Financial Institution and inform the Owners thereabout.
- (vi) Within six month from the date of Completion Certificate (or earlier if so required by any applicable law), the Developer shall be obligated to get

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the mortgage, if any created in respect of any construction finance to be released and to get back the original Title Deeds of the Project Land released from the concerned financier and return the same to the Title Deeds Custodian.

- 10.5.2** The Developer shall keep the Owners as also the Project Land and/or the said Building Complex absolutely indemnified and harmless against repayment of such loans and advances including interest and all other connected obligations and liabilities and against any loss, damage, cost, claim, demand, action, prosecution or proceeding as may be suffered or incurred by the Owners or any Transferee in this regard. It is clarified that in case owing to any loans or finances obtained by the Developer as aforesaid or due to any non-repayment or delay in repayment by the Developer or due to any other consequence of delay or default in respect of such loan or liability whatsoever or its repayment, the Owners suffer any loss damage cost actions claims demand or proceedings the Developer shall indemnify and keep the Owner fully saved harmless and indemnified in respect thereof.

11 TRANSFER OF TRANSFERABLE AREAS:

- 11.1 AUTHORITY OF DEVELOPER:** The Transfer of the Transferable Areas shall be under the management of and be done and conducted by the Developer to commercially exploit the same and the Developer shall conduct the day to day management of Transfer in respect of the Transferable Areas but at the rates and subject to the conditions hereinafter contained.

- 11.2 MANNER OF TRANSFER:** The parties agree to the following terms and conditions in respect of any and every Transfer:-

11.2.1 Rate and Price for Transfer: The rates at which the Developer shall take booking for Transfer of the Transferable Areas shall be such as finalized by the parties by mutual consent of the Developer and the Owners Named Representatives in writing before the commencement of bookings for Transfer in the Project and any downward revision of the same shall require the prior written consent of the Owners Named Representative. Such rate shall be reviewed quarterly and unless changed in such quarterly review, the previously approved rate shall continue to apply.

11.2.2 Transfer according to Standard Specifications: All Transfers shall be made with standard Specifications only as mentioned **PART-I** of the **SECOND SCHEDULE** hereto or as may be modified by mutual consent of the parties in writing

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- 11.2.3 Permitted Specification Excesses :** In case the Developer decides to provide additional facilities beyond the agreed Specifications (as per Part-I of the Second Schedule hereto), the Developer shall take a prior consent in writing from the Owners and the Developer shall be entitled to provide the additional facility on such terms and conditions as the parties may mutually agree.
- 11.2.4 Bookings and Allotments:** The Developer shall be entitled to accept bookings and make allotments, in respect of any Unit, Parking Space or other Transferable Areas in favour of any Transferees upon adhering to the mutually agreed rates and commensurate with the manner of Transfer agreed to herein and shall be free to cancel revoke or withdraw the same if the situation so warrants. The Developer shall send to the Owners Named Representative copies of allotments made to any Transferees or cancelled (alongwith the related applications received from such Transferee) on its happening from time to time.
- 11.2.5 Transfer of Transferable Areas:** The Owners shall Transfer to the Transferees the Share in the Land attributable to the Units in the Transferable Areas upon issuance of the Completion Certificate and the consideration for the same shall be the Owners' Realization Share which shall be payable to the Owners on or before completion of such Transfer as provided in clause 11.2.7 hereto. The Developer shall Transfer to the Transferees the construction and constructed spaces comprised in the Transferable Areas and the consideration for the same shall be the Developer's Realization Share.
- 11.2.6 Parties to Contracts:** Both the Owners and the Developer shall be parties to agreements, deeds of conveyance and any nominations in respect of the Transferable Areas to be executed with the Transferees and shall sign the same. The Developer shall intimate to the Owners Named Representative about the requirement of signing of such agreements or deeds at least one day in advance. In case the Owners or their authorized representative fail to be present for signing of the agreement or deed, the Developer shall be at liberty to sign the same as constituted attorney of the Owners and send copies of such agreements and deeds by email on the same day. However any such agreement, deed or document shall not be contrary to the terms and conditions of Transfer agreed to herein and the following terms and conditions:-

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- (i) **Transfer upon Completion Certificate and full payment:** The Transfer of the Shares in Land attributable to any Unit or space forming part of the Transferable Area, shall be completed only upon (a) issuance of Completion Certificate in respect of the concerned New Building by the Madhyamgram Municipality and (b) payment of the Owners Realization Share in respect thereof to the Owners as per clause 11.2.7 hereto.
- (ii) **Role of Owners:** In any agreements and deeds for any Transfer, the role of the Owners shall be only in respect of the ownership and title of land and to sell Shares in Land attributable to the Unit under Transfer
- (iii) **Format:** The applications, allotments, agreements and deeds for the purpose of Transfer of any Transferable Areas shall be on a uniform format prepared by the Project Advocate and to be approved by the parties and initialled by the parties separately for identification.

11.2.7 Completion of Transfer and connected Owners' Realization Share: Any completion of Transfer in favour of any Transferee shall be on the condition that at or before the time of such completion of Transfer the Owners' Realization Share in respect of such Transfer is fully paid to the Owners Provided That if the final payment against such Transfer is made by a Transferee only at the time of execution and registration of the Sale Deed or other deed of Transfer in favour of such Transferee, then in such event the Owners' Realization Share of the proceeds of such final payment shall be remitted to the Owners immediately upon realization of such proceeds and not later than 3 bank operational days of such final payment.

11.2.8 Possession: The Developer shall deliver possession of the Transferable Areas contracted to be sold to any Transferee directly to the Transferee thereof. However, neither shall the Developer deliver possession of nor execute any Deed of Conveyance or ask the Owners to execute any Deed of Conveyance in respect of any Transferable Areas (a) before issuance of the Completion Certificate and (b) receipt of the entire balance Realizations from the concerned Transferee in the manner agreed to herein by the parties at or before the time of such delivery of possession or execution of Deed of Conveyance, whichever be earlier And c) payment of the Owners' Realization Share as provided in clause 11.2.7 hereto.



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11.3 PUBLICITY AND MARKETING:

11.3.1 SIGNAGE AT THE PROJECT LAND: The Developer shall have the rights to put the name of the Project and its brand name and logo alongwith a logo of the Owners (mentioning the status of the Owners as land owner) in a decent manner at the Project Land and the New Buildings.

11.3.2 PUBLICITY: The Developer shall advertise and publicize the Building Complex for its Transfer in all media. The Developer shall in addition to the brands and logo of Sugam Group and Diamond Group also use the similarly sized and placed brand and logo of the Rungta Group in all publicity materials, media, brochures, signages, advertizements and in all places at or outside the Project where the branding or logos of the Developer are placed or are displayed.

11.3.3 MARKETING AGENTS: The marketing of the Transferable Areas shall be done by the Developer directly or through recognized Marketing Agents, brokers, sub-brokers and other agents selected or appointed by the Developer.

11.3.4 PUBLICITY AND MARKETING COSTS: All fees, costs, charges and expenses on any account relating to publicity and marketing, including brokerage, commission, advertisement, brochures, media promotions, promotion etc., in respect of the Building Complex shall be borne and paid by the Developer alone. The Owners shall not have any obligation or liability in connection therewith..

11.4 CANCELLATION OF BOOKINGS/AGREEMENTS: In case of cancellation of any Bookings or Allotment or Agreements or contracts with any Transferee, the amounts refundable to the Transferees owing thereto shall be paid by the Owners and the Developer in the Agreed Ratio and within 30 days of being notified by the Developer to the Owners and in the names as the Developer may specify. It is clarified that if any part of the Realizations of the parties from the concerned Transferee, whose booking gets cancelled, remains in any Escrow Bank Account, then to that extent the same shall be refunded from such the Escrow Bank Account. In case the Owners fail to pay their share in such refundable amounts, the Owners shall be liable for all interest and other liabilities (if applicable) and consequences arising thereby towards such Transferee. In case the Developer, due to any reason, pays the shares of the Owners in such refundable amounts with any interest etc., the Owners shall refund the same to the Developer within 7 days of being notified by the Developer to the Owners together with simple interest @15% per annum for the period the Owners take in refunding the same.

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11.5 LOANS BY TRANSFEREES: The Transferees shall be entitled to take housing loans for the purpose of acquiring specific Units and Transferable Areas from banks, institutions and entities granting such loans. The Owners and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents etc. as be required in this regard by such banks, institutions and entities Provided That there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Project/Project Land except the Unit and appurtenances under Transfer and save those occasioned due to cancellation of the agreement with the Transferee.

12 DISTRIBUTION OF REALIZATIONS, EXTRAS, DEPOSITS:

12.1 RATIO IN REALIZATIONS: The Realizations arising in respect of the Transfer of the Transferable Areas shall belong to the Owners and the Developer in the Agreed Ratio respectively and to be shared and distributed between them in the manner agreed to by and between the parties under Clause 12.3 hereto.

12.2 DEPOSITS : The Deposits receivable from the Transferees shall be received by and be held by the Developer alone and shall not be distributed between the parties and shall be transferred to the Maintenance In-charge upon Building Complex Completion.

12.3 MODUS OF DISTRIBUTION OF REALIZATIONS: All Realizations (including part payments) received with or without TDS and/or Pass Through Charges in respect of the Transferable Areas shall be deposited in a separate bank account of the Developer (hereinafter referred to as "the Master Escrow Account") under the joint signature of one of the Owners Named Representative and the Developer's authorized representative. There shall be a mandate or standing irrevocable instructions to the bank holding the Master Escrow Account about remittance of the funds therein to the respective bank accounts of the Owners and the Developer as follows:-

12.3.1 The Pass Through Charges (if any forming part of the funds deposited in the Master Escrow Account) to be remitted in a bank account of the Developer for compliances to be made by the Developer;

12.3.2 2% (two percent) of the total Realizations to be remitted to a separate bank account of the Developer for, pro tanto, meeting the refunds and liabilities of the parties towards the Transferees in terms of clause 11.4 hereto (hereinafter referred to as "Cancellation Reserve Account"). The balance lying in this account on the date of issuance of the Completion Certificate shall be transferred to the separate account of the parties in the Agreed

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Ratio. In case the amount lying in this account is not sufficient to meet the refunds or liabilities of the parties towards the Transferees on any given date, the parties shall contribute the deficit in terms of clause 11.4 hereto.

12.3.3 27.44% (twenty-seven decimal forty-four percent) of the total Realizations to be remitted to the bank account/s of the Owners subject to deduction of TDS at applicable rates.

12.3.4 70.56% (seventy decimal fifty-six percent) of the total Realizations to be remitted to bank account of the Developer.

12.3.5 It is however clarified that after issuance of the Completion Certificate, 28% of the Realizations shall be remitted to the bank account/s of the Owners and 72% shall be remitted to the bank account of the Developer without any remittance being thereafter required to be made as per clause 12.3.2 hereto.

12.4 VARIATIONS ON ACCOUNT OF LAWS: The remittances in the manner envisaged in clause 12.3 shall be subject to any variation if required to comply with the Real Estate Laws and to be mutually agreed by and between the parties hereto. If required, multiple Master Escrow Accounts under joint signature of the Owners Named Representative and Developer's authorised representative shall be opened to give effect to the disbursements.

12.5 VARIATIONS ON ACCOUNT OF OTHER REASONS: In case due to banking procedure, the Modus as contemplated in clause 12.3 is required to be changed, the principles contained in **Clause 12.3** shall be implemented in any alternative modus mutually agreed to by and between the parties hereto in writing.

12.6 EXTRAS & DEPOSITS: All Extras as per **PART-I** of the **THIRD SCHEDULE** hereto that may be charged from any Transferee shall form part of the Realizations. In case the Developer desires to add or alter the Extras, the same shall be decided upon by the parties by mutual consent in writing. All Deposits as per **PART-II** of the **THIRD SCHEDULE** hereto that may be agreed to be charged by the Developer directly from any Transferee shall be taken and deposited by the Developer separately in its separate bank account. In case the Developer desires to add or alter the Deposits, the Developer shall take consent of the Owners Named Representative in respect thereof in writing which such consent shall not be unreasonably withheld. The Developer shall not charge any Extras and Deposits which are contrary to the prevalent laws. The residue remaining with the Developer on account of Deposits shall be handed over by the

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Developer to the Maintenance In-charge upon the Building Complex Completion after adjusting the dues and arrears receivable by the Developer.

- 12.7 REPORTS:** The Developer shall provide to the Owners online viewing rights in respect of the bookings, Transfers and cancellations of Transferable Areas maintained by the Developer and permit down loads by the Owners in respect of the data shown. The Developer shall also maintain records in respect of Realizations from Transfer of the Transferable Areas, Pass Through Charges, Extras & Deposits, and distribution of Realizations and brokerage and marketing and publicity costs and send to the Owners Named Representative, the account statements in respect thereof on a monthly basis. The Owners shall be entitled to verify the same and within 7 days of being required by the Owners, the Developer shall provide any other necessary inspection, information and papers required by the Owners in connection therewith. In case any differences arising, the same shall be paid by the party receiving more to the party receiving less within 30 days of the detection. It is further clarified that all payments made by the parties to each other shall be subject to any errors or omissions and the consequent accounting and settlement when detected.
- 12.8 FINAL ACCOUNTS:** After fulfillment of this Agreement or at such time as the parties mutually agree, the final accounts pertaining to the entire period of continuance of this Agreement shall be made and finalized by the parties.
- 12.9 FINALITY OF MODUS OF DISTRIBUTION:** The modus of distribution mentioned above shall not be challenged or disputed by the Owners or the Developer without the prior mutual written consent of the Developer and the Owners Named Representative and in case the same is required to be changed, the principles contained in **Clause 12.3** shall be implemented in any alternative modus mutually agreed to by and between the parties hereto.
- 12.10 OWNERS' LIABILITIES TOWARDS EXTRAS AND DEPOSITS:** The Owners shall not be liable to make any contribution on account of Extras or Deposits except only the Deposits applicable in respect of unsold separate areas identified and allocated to the Owners and payment of such deposit shall be made by the Owners to the Maintenance In-charge simultaneously with the delivery of such areas to the Owners and at the same rates as the Transferees are required to pay the same. The Developer shall also be liable to pay the Deposits in respect of the unsold separate areas identified and allocated to at same rates as above directly to the Maintenance In-charge at the same time as payment by the Owners.

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13 UNSOLD AREAS, IF ANY UPON BUILDING COMPLEX COMPLETION:

13.1 In case upon expiry of **12 (twelve) months** from the date of Completion Certificate (or any earlier period if so mutually agreed between the parties), there be or remain unsold Transferable Areas (for which no agreement is entered or is subsisting with any Transferee), the parties may, upon notice in writing given by either party to the other requiring separate allocation and within **15 (fifteen) days** of delivery of such notice, by mutual consent of the Developer and the Owners Named Representative divide and allocate such unsold areas as per the Agreed Ratio and the following terms and conditions shall apply in connection therewith:-

13.1.1 The location of the respective areas of the parties shall be identified on *paripassu* basis and the areas so identified for the Owners shall belong to the Owners together with the appurtenant Shares in Land and Common Areas and Installations and the areas so identified for the Developer shall belong to the Developer jointly together with the appurtenant Shares in Land and Common Areas and Installations.

13.1.2 All other areas agreed to be transferred or transferred prior to separate identification shall continue to be transferred jointly by the Owners and the Developer on the terms and conditions mentioned in this Agreement.

13.1.3 In case, while demarcating and identifying the respective allocations of the parties as aforesaid, it is found that the areas in any of the Transferable Areas cannot be allocated exactly, then the allocation shall be made with a condition that the party receiving less area shall be simultaneously paid by the party receiving more area a mutually agreed monetary compensation therefor based on valuation thereof.

13.1.4 The Developer shall deliver to the Owners the identified separate areas so allocated to the Owners simultaneously with the identification.

13.2 Transfer of the unsold separately allocated areas: The Owners and the Developer shall be entitled to deal with and dispose of their respective separately identified and allocated areas to such persons and at such price/consideration as they may respectively deem fit and proper on the same uniform format of documents as prepared by the Project Advocates and neither party shall make any commitment or enter upon any term which is or may be repugnant to or contrary to those contained or otherwise affects or prejudices the scope of the respective rights and obligations of the parties hereto herein. In this regard it is further agreed between the parties hereto as follows:-







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- 13.2.1 The Developer agrees to join as party to any agreement, contract or deed that the Owners may enter in respect of the Transfer of the separately allocated areas of the Owners to confirm the same subject to the terms and conditions of this agreement.
- 13.2.2 The Owners agree to join as party to any agreement, contract or deed that the Developer may enter in respect of the Transfer of the separately allocated areas of the Owners to confirm the same and agreeing to sell the Share in Land attributable to Unit/s being subject matter thereof but subject to the terms and conditions of this agreement.
- 13.2.3 Each party agree to execute powers of attorney authorizing the other in respect of Transfers of the separately allocated areas of the other.
- 13.2.4 The draft of agreements and deeds for the purpose of any Transfer shall be on a uniform format prepared by the Project Advocates.

14 COMMON PURPOSES AND MAINTENANCE IN-CHARGE:

- 14.1 **MAINTENANCE IN-CHARGE:** The Developer shall form a Maintenance Company and/or Association for being in charge of the Common Purposes and till then, the Developer or its nominee shall in consultation with the Owners administer the Common Purposes. Further the Developer shall not be bound to continue with such responsibility of administration of the Common Purposes beyond **6 (six) months** from the issuance of Completion Certificate.
- 14.2 Until formation of the Association and handover of the charge of the Common Purposes or any aspect thereof to the Association, the Developer/Maintenance In-charge shall be free to appoint different agencies or organizations for any activities relating to Common Purposes at such consideration and on such terms and conditions as the Developer may deem fit and proper in consultation with the Owners. All charges of such agencies and organizations shall be part of the Common Expenses.
- 14.3 **COMMON RULES:** Each of the Owners and the Developer and all Transferees of their respective allocations shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Developer in consultation with the Owners Named Representative and adopted for or relating to the Common Purposes of managing, maintaining, administering, up-keep and security of the Project and in particular the Common Areas and Installations in consultation with the Owners. Furthermore, while dealing with and/or entering into any agreements and other

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documents of transfer of their respective allocations or any part thereof, the Owners and the Developer shall respectively necessarily incorporate all rules, regulations restrictions and conditions framed by the Developer in consultation with the Owners as aforesaid.

14.4 Notwithstanding any formation of Association or handover of charge to it, neither the Association nor the members thereof or any Transferee shall be entitled to frame any rule or regulation or decide any condition which may affect any right or privilege of the parties hereto.

15 PASS THROUGH CHARGES, TDS ETC.,:

15.1 The collection and payment of Pass Through Charges in respect of Transfers shall be done by the Developer and the Owners shall not be involved in the same unless otherwise required by law.

15.2 In case any Goods and Service Tax is payable on unsold areas upon issuance of Completion Certificate by the Madhyamgram Municipality, the Owners shall pay its share as per the Agreed Ratio of the same within the 30 days of the invoice/demand raised by the Developer therefor upon the Owners.

15.3 Save as provided above, the parties shall comply with their respective obligations under the Applicable Laws pertaining to Pass Through Charges.

15.4 The parties shall fulfill the statutory compliance in respect of TDS as required under the laws for the time being in force.

16 COVENANTS AND MUTUAL AGREEMENTS:

16.1 COVENANTS BY THE OWNERS :

16.1.1 The Owners doth hereby covenant with the Developer as follows:-

- (i) That with effect from the date of execution hereof, the Owners shall neither deal with, transfer, let out or create any Encumbrance in respect of the Project Land or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder. Nothing herein contained shall affect the Transfer of the Transferable Areas and the right of the Owners to deal with, encumber, Transfer or deal with the Owners' Areas on and subject to the terms and conditions hereof and subject to the liens of the Developer in several matters.

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- (ii) The Owners shall not be entitled to obtain loans or finances by creating mortgage or charge over the 78% share in the Project Land being the percentage not allowed by the Owners to be mortgaged by the Developer.
- (iii) That the Owners shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Developer, which consent shall not be unreasonably withheld, refused or delayed. Mr. Santosh Kumar Rungta and Mr. Raj Kumar Rungta and/or their family members or entities under the control and management of the said named persons and/or their family members shall have not less than 100% representation in the Owner entities until issuance of Completion Certificate in respect of the New Buildings.
- (iv) That the Owners shall implement the terms and conditions of this Agreement without any violation and shall adhere to the stipulations of time limits without any delays or defaults and not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner or whereby any right of the Developer hereunder may be affected or the Developer are prevented from making or proceeding with the compliance of the obligations of the Developer hereunder.
- (v) That the Owners shall not cause any interference or hindrance in the acts deeds and things of the Developer in respect of the Project done in terms hereof and not to do any act deed or thing whereby any right of the Developer hereunder may be affected.
- (vi) That the Owners have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing whereby the Project Land or any part thereof can or may be impeached, encumbered or affected in title or would in any way impair, hinder and/or restrict the development transfer and other activities envisaged under this Agreement.
- (vii) That for all or any of the purposes contained in this Agreement, the Owners shall render all assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time.
- (viii) All obligations of the Owners hereto shall be complied with by all of them and failure of any one of them shall be failure of all the Owners.





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- (ix) The acts of the respective Owners Named Representative in all matters referred to herein shall bind the respective Owners, except that no notice of termination or revocation of this Agreement or the Power of Attorney can be issued by the Owners Named Representative. The Owners Named Representative may be changed by an instruction in writing given by all the Owners to the Developer.

16.1.2 COVENANTS BY THE DEVELOPER: The Developer doth hereby covenant with the Owners as follows:-

- (i) That the Developer doth hereby agree and covenant with the Owners not to do any act deed or thing whereby any right of the Owners hereunder may be affected or the Owners are prevented from making or proceeding with the compliance of the obligations of the Owners hereunder.
- (ii) That the Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and shall not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.
- (ii) That the Developer shall not be entitled to assign this Agreement or any part thereof or its rights hereunder without the prior consent in writing of the Owners Named Representative. Mr. Vivek Kajaria and Mr. Ashok Saraf and/or their family members shall have the management and control of the Developer with not less than 100% representation amongst partners and Designated Partners of the Developer LLP until issuance of Completion Certificate in respect of the New Buildings.
- (iii) The acts of the Developer's authorized representatives including those acting under the powers of attorney to be granted by the Owners to the Developer shall bind the Developer.

16.2 ADVOCATES: All documents of transfer or otherwise shall be such as be drafted by DSP Law Associates, Advocates of 4D Nicco House, 1B & 2 Hare Street, Kolkata-700001.

17 FORCE MAJEURE: Notwithstanding anything elsewhere to the contrary contained in this Agreement, neither of the parties hereto shall be considered to be in default in performance of their respective obligations or be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the Force Majeure and the notice of such Force

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Majeure is given by the affected party to the other within a reasonable time of the occurrence of the Force Majeure event (unless the same is also impossible). The time for performance shall remain suspended during the duration of the Force Majeure. "Force Majeure" shall have the meaning as per the Real Estate Laws.

18 POWERS OF ATTORNEY:

- 18.1** The Owners shall simultaneously upon the execution of this Agreement execute and/or register one or more Powers of Attorney in favour of the Developer and/or the Developer' nominated persons being namely Mr. Ashok Saraf, Mr. Suhel Saraf, Mr. Vivck Kajaria and Mr. Shreyans Kajaria jointly or severally or such other person as may be nominated from time to time granting all necessary powers and authorities required by the Developer to effectuate and implement this Agreement
- 18.2** If any further powers or authorities be required by either party from the other at any time for or relating to the purposes mentioned herein, the other party shall grant the same to the party requiring the same at the latter's costs and expenses.
- 18.3 AUTHORITY AND ADDITIONAL POWERS:** It is understood that to facilitate the Project, various acts deeds matters and things not herein specified may be required to be done by the Developer for which the Developer may need the authority of the Owners for making or signing of various applications and other documents relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.
- 18.4** The said power or powers of attorney to be so granted by the Owners to the Developer and/or its nominee/s shall form an integral part of this Agreement and the Owners shall not be entitled to modify or alter the same without the prior written consent of the Developer.

19 OTHER TERMS AND CONDITIONS:

- 19.1 APPORTIONMENT AMONGST OWNERS:** Unless otherwise expressly mentioned, any amounts receivable or payable by the Owners hereunder shall be done in equal shares.

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- 19.2 PROPERTY TAXES AND OUTGOINGS:** Till the date of execution of this Agreement, all taxes and outgoings on account of municipal/property tax, land tax and other outgoings on the Project Land shall be borne and paid by the Owners and those arising for the period thereafter shall be borne and paid by the Developer Provided That such liability of the Developer shall from time to time progressively cease in respect of the portions for which Transferees become liable upon Completion of Construction. For unsold areas remaining upon Building Complex Completion the tax liabilities of the parties shall with effect from the date of Building Complex Completion be in the Agreed Ratio.
- 19.3 INDEMNITY BY OWNERS :** Save as otherwise expressly stipulated herein, at all times hereafter the Owners hereto shall indemnify and agree to keep the Developer, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising due to any representation of the Owners being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Owners.
- 19.4 INDEMNITY BY DEVELOPER:** Save as otherwise expressly stipulated herein, at all times hereafter the Developer hereto shall indemnify and agree to keep the Owners , saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Owners and arising due to any representation of the Developer being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Developer.
- 19.5 INSOLVENCY OR INCAPACITY:**
- 19.6** In case of Insolvency, Bankruptcy, Winding Up or Dissolution of the Developer or any incapacity of the Board of the LLP to act, the Owners may at their option:-
- (i) either cancel this agreement and take over the Project in which event the consequences as contained in clause 20.3.3 shall apply with the modification that the obligations of the Developer under such clause shall bind the Liquidator or successor in law or assign representing the Developer (in liquidation);

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- (ii) or to continue with this agreement in which case the rights and obligations of the Developer shall have to be complied with by Liquidator or any successor in law entitled to act in place or on behalf of the LLP shall be bound by the terms and conditions of this agreement and for all obligations and liabilities of such LLP hereunder.

- 19.7** In case of Insolvency, Bankruptcy, Winding Up or Dissolution of any of the Owners or any incapacity of the Board of the LLP to act, this agreement shall continue and the rights and obligations of the concerned Owner shall have to be complied with by Liquidator or any successor in law entitled to act in place or on behalf of the Owner shall be bound by the terms and conditions of this agreement and for all obligations and liabilities of such Owner hereunder.
- 19.8 NO PARTNERSHIP OR AOP:** The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an Association of Persons.
- 19.9 NOT A PRESENT TRANSFER:** Nothing in this Agreement is intended to or shall be construed as a transfer of possession of the Project Land at present in favour of the Developer.
- 19.10 WAIVERS:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. A waiver on any occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.
- 19.11 ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written oral or implied.
- 19.12 PART UNENFORCEABILITY:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute any invalid or unenforceable provision with a valid or





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enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.

19.13 MODIFICATIONS: No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by the Owners and the Developer.

19.14 EXECUTION IN DUPLICATE: This Agreement is being executed in Duplicate, one counterpart each whereof shall be retained by the Owners and the Developer (the original registered version to be retained by the Developer) and each copy whereof shall be deemed to be the original.

19.15 STAMP DUTY: The Stamp Duty and registration charges on this agreement shall be borne and paid by the Developer.

20 DEFAULTS AND CONSEQUENCES:

20.1 Future defect in title/Encumbrance (if any):

- (i) In case any defect in title affecting the Project Land or any Encumbrance affecting the Project Land created, made, done or suffered by the Owners arises or is detected, and it is found that the Owners had previous knowledge thereabout and had not disclosed to the Developer, the same shall be the sole responsibility of the Owners at their own costs and expenses to cure, remedy and/or clear till the completion of Transfer of all the unsold Units in the Building Complex.
- (ii) Save as stated in sub-clause (i) immediately preceding, in case any defect in title or Encumbrance affecting the Project Land arises or is detected, the same shall be dealt with by the parties by mutual consent and the costs and expenses thereof shall be recovered from the Title Insurance to be taken by the parties in respect of the Project.
- (iii) The period taken for cure or remedy of any title defect or Encumbrance as aforesaid whereby the Developer is prevented from proceeding with the sanction or development shall automatically be added to the Time granted to the Developer for sanction or construction as the case may be.
- (iv) Any claims of any Transferees or third parties as a fallout of any defect in title or Encumbrance and any claim of the Developer towards its costs and expenses on the Project as a fallout of any defect in title or Encumbrance, shall be met from the proceeds of the Title Insurance. Furthermore, in case any amounts is recoverable from the Title Insurance in respect of the costs

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and expenses of the Owners under sub-clause 20.1(i) above, the same shall be so recovered.

- (v) Upon payment of the amounts as per sub-clauses (ii), (iii) and (iv) above, the balance amounts (if any) recoverable from the Title Insurance shall belong to the parties in the Agreed Ratio.
- (vi) It is clarified that the Developer shall not nor be construed to have taken upon itself any obligation in respect of title or Encumbrance created made done or suffered by the Owners owing to making a contribution of a share in the premium and costs in respect of the Title Insurance.

20.2 DEFAULTS OF OWNERS: Unless prevented by any default of the Developer in compliance of its obligations hereunder, in case the Owners or any of them fail and/or neglect to comply with their obligations hereunder or any of them in the manner or within the period stipulated therefor, the Developer shall send a notice to the Owners to cure or remedy the default and in case the Owners fail and/or neglect to cure or remedy the default within 30 days of receiving such notice, the Developer shall be entitled to take any one or more of the following recourses in any priority or order as the Developer shall deem fit and proper:-

20.2.1 DEVELOPER'S ATTEMPT TO REMEDY OWNER'S DEFAULT:

The Developer may itself try and attempt the compliance of the obligation under default, at the cost and expense of the Owners and without being liable to the Owners for the result of such attempt. The period taken for such attempt or the compliance pursuant to such attempt shall automatically be added to the Time granted to the Developer for sanction or construction as the case may be. Such costs and expenses paid or incurred by the Developer together with simple interest @ **15% (fifteen per cent)** per annum thereof shall be the liability of the Owners exclusively and shall be paid by the Owners to the Developer forthwith and the Developer shall keep the Owners' Named Representative informed in writing about such costs to be so incurred.

20.2.2 SPECIFIC PERFORMANCE: To sue the Owners for specific performance of the contract and/or other reliefs as available to the Developer.

20.3 DEFAULTS BY THE DEVELOPER: Unless prevented by any default of the Owners in compliance of its obligations hereunder, if:-

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20.3.1 the Developer fails to obtain sanction of the Plan and/or any other Clearances required for commencement of construction within the stipulated period then the Owners shall give a notice to the Developer giving time of 60 days to carry out such obligation and in case the Developer still fails to comply within such notice period, then the Owners may at their option either terminate this Agreement on the expiry of such stipulated period or sue the Developer for specific performance of the contract and/or other reliefs as available to the Owners. On such termination the Owners shall forthwith refund the Security Deposit until then paid by the Developer to the Owners without any interest and after forfeiture of a sum of Rs.25,00,000/- (Rupees twenty-five lakhs) only therefrom and the Developer shall have no further right to enter upon the Project Land and the benefits of all approvals obtained by the Developer shall ipso facto vest in the Owners.

20.3.2 the Developer fails to and/or neglects to carry out the Building Complex Completion in terms hereof within the stipulated period and grace period then and in that event (a) if such default shall continue for a period of three months (hereinafter referred to as the **FIRST EXTENDED PERIOD**) the Developer shall be liable and the Owners shall be entitled to pre-determined damages calculated at the rate of Rs.5,00,000/- (Rupees five lakhs Only) per month for the First Extended Period or until such compliance, whichever be earlier, (b) if such default shall continue for a further period of three months after the said First Extended Period (hereinafter referred to as the **SECOND EXTENDED PERIOD**) then and in that event the Developer shall be liable and the Owners shall be entitled to enhanced damages to be calculated at the rate of Rs.10,00,000/- (Rupees ten lakhs Only) per month for the Second Extended Period or until compliance, whichever be earlier Provided that in case at any time before or during the term of the First Extended Period or Second Extended Period, the Developer has completed the construction of the New Building and obtained the completion certificate of the Architect of the Building and applied for Completion Certificate before the Madhyamgram Municipality, and the grant of Completion Certificate from Madhyamgram Municipality get delayed because of formalities within the Municipality then the pre-determined compensation shall be reduced by 50% of the amounts mentioned above.

20.3.3 If however the Developer fails to and/or neglects to carry out the Building Complex Completion within the Second Extended Period, then and in that event the Owners shall be entitled, at their option and without prejudice to

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any other rights and remedies that the Owners have, to take over the Project and cause the remaining works to be completed by some other contractor and/or developer as the case may be and in such an event the Developer shall be liable to reimburse the cost of construction of such remaining works 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. On and with effect from the end of the Second Extended Period and irrespective of any construction work being caused to be done by the Owners from any other contractor or developer or any other remedy exercised by the Owners, the Developer shall be liable to keep paying the monthly damages as mentioned above in clause 20.3.2 above (applicable for Second Extended Period) until Building Complex Completion. In case of such takeover by the Owners

- (i) The Security Deposit received by the Owners and all amounts receivable towards the Developer's share of the Realizations and the Developer's Areas of the Developer shall stand as security for the non complied obligations and liabilities of the Developer.
- (ii) all Realizations of the Developer in respect of the Project so taken over accruing from the date of take over shall be exclusively received by the Owners and after adjusting (i) the said costs and expenses incurred by the Owners for completing the unfinished works out of the Developer's entitlement in such Realizations and (ii) the pre-determined liquidated damages payable by the Developer as aforesaid, the balance amount of the Developer's entitlement (if any) shall be paid to the Developer. Upon completion of the works and accounting of the same, if it is found that the costs and expenses for completing the unfinished works together the said liquidated damages exceed the Developer's share of the Realization received after takeover by the Owners, the Developer shall pay the deficit to the Owner, including adjustment out of the un-refunded Security Deposit. Any Realization received by either party from the Transferees and required to be refunded owing to cancellation of any agreement by any Transferee, shall be refunded by the recipient parties respectively and the Developer shall be liable for all the defaults pertaining to the Project and any other claims of the Transferees and/or any claims as per the Real Estate Laws.

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- (iii) In case of take over by the Owners the Developer shall have no further right to enter upon the Project Land and the benefits of all Approvals shall vest in the Owners and all equipments and infrastructure of the Developer may be either utilized or removed by the Owners without any obligation or liability towards the Developer and except for the purpose of accounting and settlement upon construction of the Building Complex and the obligations and liabilities of the Developer hereunder towards Transferees and Owners and all others, this agreement shall stand cancelled.
- (iv) Nothing contained in this clause hereinabove shall affect the other rights and remedies of the Owners in connection with the execution and implementation of the consequences of default by the Developer as mentioned hereinabove in this clause.

20.3.4 the Developer fails to comply with any of its other obligations hereunder not mentioned in sub clauses (i) to (iii) immediately preceding, the Owners shall give a notice to the Developer giving time of 30 days to carry out such obligation and in case the Developer still fails to comply within such notice period, then the Developer shall be liable to compensate the Owners for the loss, damage or liability suffered or incurred by the Owners thereby. Nothing in this clause shall be deemed to act as extension of time in respect of the obligations covered by sub clauses (i) to (iii) immediately preceding.

20.3.5 Nothing contained hereinabove shall affect the right of the Owners to sue the Developer for specific performance of the contract and/or other reliefs owing to any failure, breach, delay or default on the part of the Developer.

20.4 UNILATERAL CANCELLATION: Neither party hereto can unilaterally cancel or rescind this Agreement at any time unless such party is entitled to do so by express terms of this Agreement contained elsewhere herein upon default of the other party.

20.5 CHOICE OF REMEDIES: It is clarified that the exercise of any one or more remedy by any party shall not be or constitute a bar for the exercise of any other remedy by the concerned party at any time.

21 ACQUISITION AND REQUISITION:

21.1 In case the Project Land and/or any portion thereof is acquired or is requisitioned by the Government or any other Body or Authority hereafter, then in that event

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the parties shall contest and challenge such acquisition. If however, acquisition or requisition becomes inevitable, then the parties shall have the following options:-

- 21.1.1** In case of such acquisition or requisition before sanction of the Building Plans or casting of roof of the New Buildings as per the Building Plans, then all compensation receivable shall belong to the Owners and the Owners shall pay to the Developer all costs and expenses incurred by the Developer on preparation of plans and/or construction of super structure and other activities in pursuance hereof and the parties shall respectively meet the claims of the Transferees in respect of the amounts respectively received by them.
- 21.1.2** In case of such acquisition or requisition at any time after the casting of roof of the New Buildings and before issuance of Completion Certificate then the compensation receivable against such acquisition or requisition shall be received by the parties in the Agreed Ratio and the parties shall respectively meet the claims of the Transferees in respect of the amounts respectively received by them.
- 21.1.3** In case of such acquisition or requisition after issuance of Completion Certificate then the compensation payable for the Transferable Areas agreed to be transferred to the Transferees shall be payable to the Transferees respectively and for the unsold areas shall be payable to the parties hereto in the Agreed Ratio.

- 22** **NOTICES:** Except as provided elsewhere hereinabove for service by emails, all notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of despatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered speed post without the same being served. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid.
- 23** **ARBITRATION:** All disputes and differences between the parties hereto regarding constructions or interpretation of any of the terms and conditions as contained herein or arising out of or touching these presents or determination of any liability shall be referred to arbitration and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment for the time being in force. In

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connection with the said arbitration, the parties have agreed and declared as follows:

- (i) The Arbitration Tribunal shall have summary powers and will be entitled to lay down their own procedure.
- (ii) The Arbitration Tribunal will be at liberty to give interim orders and/or directions.
- (iii) The parties agree to abide by all their directions and/or awards
- (iv) The place of arbitration shall be Kolkata and the language used shall be English.

24 JURISDICTION: Only the Calcutta High Court and those having territorial jurisdiction over the Project Land shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this Agreement or connected therewith including the arbitration as provided hereinabove.

SECTION-IV # SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

(PROJECT LAND)

ALL THAT the messuages tenements hereditaments and premises together with the piece or parcel of 'bastu' land or ground therunto belonging whercon or on part whereof the same are erected and built containing an area of 1.54 Acre or 154 Satak or 93 Cottahs 2 Chittacks 33 Square feet more or less situate lying at and being municipal holding No. 2, Street-Old Jessore Road, within Ward No.25 under the jurisdiction of Madhyamgram Municipality, Pincode 700132 comprised in entire R.S. and L.R. Dag Nos. 1300, 1301 and 1302 (as described below) and comprised in Mouza Doharia, J.L. No. 45, Police Station Madhyamgram (formerly Barasat), in the District of North 24 Parganas and as summarized in the table below:-

R.S. Dag and R.S Khatian Number	L.R. Dag and L.R. Khatian Number	Arca of Dag (in Satak)
Dag No. 1300 recorded in Khatian No. 905	Dag No. 1300 recorded in Khatian Nos. 3347, 3348, 3349, 3350, 3351, 3352, 3353, 3354, 3355, 3356, 3357, 3358 and 3359	39
Dag No. 1301 recorded in Khatian No. 197	Dag No. 1301 recorded in Khatian Nos. 3347, 3348, 3349,	43

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	3350, 3351, 3352, 3353, 3354, 3355, 3356, 3357, 3358 and 3359	
Dag No. 1302 recorded in Khatian No. 116	Dag No. 1302 recorded in Khatian Nos. 3347, 3348, 3349, 3350, 3351, 3352, 3353, 3354, 3355, 3356, 3357, 3358 and 3359	72
	Total	154

The Project Land is shown in the plan annexed hereto duly bordered thereon in "RED" and butted and bounded as follows:-

On the **North** : Partly by R.S Dag Nos. 1299, 1303 and 1305;

On the **South** : By Methopara Road;

On the **East** : By R.S Dag Nos. 1286 and 1299 and portion of R.S Dag No. 1298;
and;

On the **West** : By Old Jessore Road.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished. Be it mentioned that the total area of the rooms and structures, sheds on the Project Land is 3750 Square feet more or less.

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART-I

SPECIFICATIONS

1. Foundation:

- Pile foundation or as designed by structural engineer

2. Superstructure:

- RCC

3. Walls:

- AAC bricks / fly ash bricks
- internal walls- 4"/5"

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- external walls- 8"/10"

4. Wall and Ceiling Finishing:

- Interior: POP/putty
- exterior : One Coat Primer with two coats of weather-proof elastomeric paint

5. Flooring:

- living / dining / kitchen/corridor : Vitrified tiles 2'-8" x 2'-8" (800 mm x 800 mm)
- Bedrooms: Vitrified tiles 2' x2' (600mm x 600mm)
- Toilet: Vitrified/ceramic tiles 1' x 1' (300mm x 300mm)/ equivalent
- Balcony : Vitrified tiles 2' x2' (600mm x 600mm) or wooden plank design tiles (Design Dependent)
- Skirting : 3"/4" from the floor
- Lobby : Vitrified /ceramic tiles/equivalent
- Ground floor lobby : Marble/ Vitrified Tiles/ Granite/equivalent
- Stairs : Kota / Indian marble / Ceramic Tiles/equivalent
- Lift: Marble/ Vitrified Tiles/ Granite/ Ceramic tiles/equivalent
- Parking : I.P.S /Pre cast concrete tiles/equivalent
- Road : Metal / Concrete /Paver Tiles/equivalent
- Walkway : Concrete / Paver Tiles/ Stone/equivalent

6. Window:

- anodized/ powder coated aluminium sliding/casement window with 5mm thick glazing glass (grill at extra cost)
- toilet windows with louver
- balcony grill of 1000 mm height

7. Kitchen:

- granite counter

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- stainless steel sink of reputed brand
- 2' dado above the counter
- provision for chimney/exhaust
- provision of water inlet for filter

8. **Doors:**

- External Door : Flush/ Panel / Laminated door, wooden frame, 5 lever lock, magic eye, door stopper, handle, tower bolt
- Internal Door: flush/painted door, wooden frame, Mortise Lock, latch, door stopper
- Toilet door: flush/Painted door wooden frame, Latch
- Balcony door: anodized/powder coated aluminium sliding door

9. **Toilet:**

- Sanitaryware: White Porcelain of Cera/Parry/equivalent
- CP fitting: Jaguar/Esco/equivalent
- Basin with counter in one toilet, basin in other toilets
- Designer dado up to 7' height
- Provision for hot and cold shower
- Provision for geyser
- Provision for exhaust

10. **Electrical:**

- Concealed copper wiring, modular/semi-modular switches of Havells/Schneider/ Siemens /equivalent

Living & Dining:

- 3 nos. 5a and 2 nos. 15a points
- 2 nos. ceiling fan points
- 2no. ceiling light point
- 3 nos. wall light points

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- 1 no. TV/cable point
- 1 no. telephone & 1 no. intercom
- 1 no. calling bell point
- Provision for data/fibre optic connection

Kitchen:

- 2 nos. 5a -15a plug points
- 1 no. fan point
- 1 no. light point
- 1 no. exhaust / chimney point
- 1 no. water filter point
- 1 no. fridge point

Bedrooms:

- 2 nos. 5a point
- 1 no. ceiling fan point
- 2 nos. wall light points
- 1 no. telephone point
- 1 no. TV/ Cable point (only one in bedroom)

Toilet:

- 1 no. 5a point
- 2 nos. wall light points
- 1 no. geyser point
- 1 no. exhaust point

11. AC:

- Provision for Split AC in living, dining and all bedrooms with concealed water outlet and space for outdoor unit.

12. Flat security:

- a. Intercom.

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13. Building security:

- a. CCTV surveillance and Intercom.

PART-II**(COMMON AREAS AND INSTALLATIONS)**

1. Landscaped Rooftop Terrace, if so decided by the Developer.
2. Club Exclusive for the Residents:
 - a) Swimming Pool with Deck
 - b) Gymnasium
 - c) Space for kids play area
 - d) Indoor Games room - TT, Pool, Carrom, Cards, Darts.
 - e) AV Room / Home Theatre
 - f) Lounge cum library
 - g) Air-conditioned community hall
3. Double-height Entrance Porch - Design Dependent
4. Landscaped Garden - On Ground or Podium
5. Mechanical Car Park - Design Dependent
6. Lifts- 1 stretcher 1 normal of Otis / kone / equivalent in each tower
7. wheelchair access / friendly
8. storage lofts (if possible) in each flats
9. walking track -as per Design Dependent
10. water / waste / sewerage management As per statutory norms
11. Rain water harvesting As per statutory norms
12. Emergency Power backup
13. Earthquake and fire-requirement compliant.
14. All other Common Areas and Installations shall be as per the sanctioned Building Plan and as may be mutually agreed by the parties hereto.

THE THIRD SCHEDULE ABOVE REFERRED TO:

PART-I

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(EXTRAS)

(To be mutually agreed and finalized by the parties hereto)

PART-II**(DEPOSITS)**

(To be mutually agreed and finalized by the parties hereto)

THE FOURTH SCHEDULE ABOVE REFERRED TO:**(CHAIN OF TITLE)****WHEREAS:**1. **Re: R.S. Dag 1300 and 1301**

- A. One Leslie Henry Franklin was the sole and absolute owner of freehold property comprising of **ALL THAT** dwelling houses and premises together with the piece or parcel of land or ground thereunto belonging whereon or on parts whereof the same were erected and built containing an area of 49 Cottah 9 Chittack 35 Square Feet or 0.82 Acre more or less out of which 0.39 Acre in the entire R.S Dag No.1300 and 0.43 Acre in the entire R.S Dag No.1301 and recorded in R.S Khatian Nos. 905 and 197 respectively in Mouza Doharia, J. L. No. 45 under Police Station Barasat in the District of North 24 Parganas (hereinafter referred to as "**the Dag 1300 & 1301 Property**") and his name was duly recorded as such in the Records of Rights published under the Revisional Settlement.
- B. By a Sale Deed dated 8th May 1956 and registered with Sub-Registrar, Barasat, in Book I Volume No. 46 Pages 256 to 259 Being No.4416 for the year 1956, one Akbar Ali Mondal and Aysha Bibi for the consideration therein mentioned, sold conveyed and transferred to one Kartick Chandra Khan **ALL THAT** piece or parcel of land containing an area of 11 Satak being a portion out of the Dag 1300 & 1301 Property in R.S Dag No. 1300.
- C. Out of the Dag 1300 & 1301 Property, the said Leslie Henry Franklin purchased the entire 0.39 Acre property comprised in the said Dag No. 1300 by the following deeds:-
- a. By a Sale Deed dated 22nd March 1955 and registered with District Registrar, 24-Parganas in Book I Volume No. 40 Pages 27 to 29 Being No.1017 for the year 1955, one Rahamat Ali Mondal, Ahamad Ali Mondal, Sarabanu Bibi and Lalbanu Bibi for the consideration therein

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mentioned, sold conveyed and transferred to the said Leslie Henry Franklin **ALL THAT** portion containing a land area of 22.75 Satak out of the Dag 1300 & 1301 Property in R.S. Dag No. 1300.

- b. By a Sale Deed dated 28th May 1956 and registered with Sub-Registrar, Barasat, in Book I Volume No. 50 Pages 57 to 59 Being No.4923 for the year 1956, one Samena Bibi for the consideration therein mentioned, sold conveyed and transferred to the said Leslie Henry Franklin **ALL THAT** portion containing a land area of 5.25 Satak out of the Dag 1300 & 1301 Property in R.S Dag No. 1300.
- c. By a Sale Deed dated 8th June 1956 registered with Sub-Registrar, Barasat, in Book I Volume No. 54 Pages 174 to 176 Being No.5150 for the year 1956, the said Kirti Chandra Khan (also known as Kartick Chandra Khan) for the consideration therein mentioned, sold conveyed and transferred to the said Leslie Henry Franklin **ALL THAT** portion containing a land area of 11 Satak out of the Dag 1300 & 1301 Property in R.S Dag No. 1300.
- D. The said Leslie Henry Franklin purchased the entire 0.43 Acre property comprised in the said Dag No. 1301 out of the Dag 1300 & 1301 Property by a Sale Deed dated 25th October 1956 and registered with Sub-Registrar, Barasat in Book I Volume No. 77 Pages 259 to 261 Being No.7769 for the year 1956 from the said Kirti Chandra Khan (also known as Kartick Chandra Khan) and for the consideration therein mentioned, absolutely and forever.
- E. By a Sale Deed dated 26th July 1972 and registered with the District Registrar Alipore, 24 Parganas in Book I Volume No. 68 Pages 245 to 250 Being No. 2981 for the year 1972, the said Leslie Henry Franklin for the consideration therein mentioned, sold conveyed and transferred to one Nisith Kumar Banerjee and Subal Kumar Basu **ALL THAT** the Dag 1300 & 1301 Property, absolutely and forever.
- F. By seven Sale Deeds all dated 9th June 2006 and registered with the Additional District Sub Registrar, Barasat, the said Nisith Kumar Banerjee and Subal Kumar Basu for the considerations therein respectively mentioned sold conveyed and transferred the Dag 1300 & 1301 Property as follows:-
- (a) By a Sale Deed registered in Book I Volume No.219 Pages 136 to 147 Being No.6187 for the year 2006 **ALL THAT** portion of the Dag 1300 &

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1301 Property containing a land area of 3 Cottahs 18 Square feet more or less in R.S Dag No. 1300 and 4 Cottahs 2 Chittacks 36 Square feet more or less in R.S Dag No. 1301 was sold conveyed and transferred to one Jagadish Prasad Agarwal (HUF), absolutely and forever.

- (b) By a Sale Deed registered in Book I Volume No.221 Pages 250 to 262 Being No.6244 for the year 2006 **ALL THAT** portion of the Dag 1300 & 1301 Property containing a land area of 3 Cottahs 2 Chittacks 41 Square feet more or less in R.S Dag No. 1300 and 3 Cottahs 13 Chittacks 4 Square feet more or less in R.S Dag No. 1301 was sold conveyed and transferred to one Pushpa Agarwal, absolutely and forever.
- (c) By a Sale Deed registered in Book I Volume No.221 Pages 263 to 275 Being No.6245 for the year 2006 **ALL THAT** portion of the Dag 1300 & 1301 Property containing a land area of 3 Cottahs 5 Chittacks 41 Square feet more or less in R.S Dag No. 1300 and 3 Cottahs 10 Chittacks 4 Square feet more or less in R.S Dag No. 1301 was sold conveyed and transferred to one Kusum Agarwal, absolutely and forever.
- (d) By a Sale Deed registered in Book I Volume No.221 Pages 276 to 288 Being No.6246 for the year 2006 **ALL THAT** portion of the Dag 1300 & 1301 Property containing a land area of 3 Cottahs 9 Chittacks 9 Square feet more or less in R.S Dag No. 1300 and 3 Cottahs 6 Chittacks 36 Square feet more or less in R.S Dag No. 1301 was sold conveyed and transferred to one Amit Agarwal, absolutely and forever.
- (e) By a Sale Deed registered in Book I Volume No.221 Pages 373 to 385 Being No.6252 for the year 2006 **ALL THAT** portion of the Dag 1300 & 1301 Property containing a land area of 3 Cottahs 6 Chittacks 18 Square feet more or less in R.S Dag No. 1300 and 3 Cottahs 12 Chittacks 36 Square feet more or less in R.S Dag No. 1301 was sold conveyed and transferred to one Radhey Shyam Agarwal (HUF), absolutely and forever.
- (f) By a Sale Deed registered in Book I Volume No.222 Pages 50 to 62 Being No.6258 for the year 2006, **ALL THAT** portion of the Dag 1300 & 1301 Property containing a land area of 3 Cottahs 11 Chittacks 37 Square feet more or less in R.S Dag No. 1300 and 3 Cottahs 7 Chittacks 12 Square feet more or less in R.S Dag No. 1301 was sold conveyed and transferred to one Krishna Kumar Agarwal (HUF), absolutely and forever

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- (g) By a Sale Deed registered in Book I Volume No.222 Pages 63 to 75 Being No.6259 for the year 2006 **ALL THAT** portion of the Dag 1300 & 1301 Property containing a land area of 3 Cottahs 4 Chittacks 38 Square feet more or less in R.S Dag No. 1300 and 3 Cottahs 11 Chittacks 7 Square feet more or less in R.S Dag No. 1301 was sold conveyed and transferred to one Prabha Agarwal, absolutely and forever.
- G. By seven Sale Deeds all dated 5th November, 2007 and registered with the Additional District Sub Registrar, Barasat, for the considerations therein respectively mentioned, the Dag 1300 & 1301 Property was sold conveyed and transferred to Deeksha Bhagat, Spriha Sadani (nee Bhagat), Lalit Enterprises Private Limited, Amar Vardhan Bhagat, Brij Kishore Bhagat, Ashok Vardhan Bhagat and Adheesh Bhagat the Vendors herein as follows:-
- (a) By a Sale Deed registered in Book I CD Volume No.3 Pages 13275 to 13290 Being No.4496 for the year 2007, the said Amit Agarwal sold conveyed and transferred to Deeksha Bhagat **ALL THAT** his entire portion of the Dag 1300 & 1301 Property containing a land area of 3 Cottahs 9 Chittacks 9 Square feet more or less in R.S Dag No. 1300 and 3 Cottahs 6 Chittacks 36 Square feet more or less in R.S Dag No. 1301, absolutely and forever.
- (b) By a Sale Deed registered in Book I CD Volume No.3 Pages 13291 to 13306 Being No.4497 for the year 2007, the said Kusum Agarwal sold conveyed and transferred to Spriha Sadani (nee Bhagat) **ALL THAT** her entire portion of the Dag 1300 & 1301 Property containing a land area of 3 Cottahs 5 Chittacks 41 Square feet more or less in R.S Dag No. 1300 and 3 Cottahs 10 Chittacks 4 Square feet more or less in R.S Dag No. 1301, absolutely and forever.
- (c) By a Sale Deed registered in Book I CD Volume No.3 Pages 13307 to 13322 Being No.4498 for the year 2007, the said Pushpa Agarwal sold conveyed and transferred to Lalit Enterprises Private Limited **ALL THAT** her entire portion of the Dag 1300 & 1301 Property containing a land area of 3 Cottahs 2 Chittacks 41 Square feet more or less in R.S Dag No. 1300 and 3 Cottahs 13 Chittacks 4 Square feet more or less in R.S Dag No. 1301, absolutely and forever.
- (d) By a Sale Deed registered in Book I CD Volume No.3 Pages 13337 to 13352 Being No.4500 for the year 2007, the said Krishna Kumar Agarwal






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(HUF) sold conveyed and transferred to Amar Vardhan Bhagat **ALL THAT** its entire portion of the Dag 1300 & 1301 Property containing a land area of 3 Cottahs 11 Chittacks 37 Square feet more or less in R.S Dag No. 1300 and 3 Cottahs 7 Chittacks 12 Square feet more or less in R.S Dag No. 1301, absolutely and forever.

- (e) By a Sale Deed registered in Book I CD Volume No.3 Pages 13605 to 13620 Being No.4506 for the year 2007, the said Radhey Shyam Agarwal (HUF) sold conveyed and transferred to Brij Kishore Bhagat **ALL THAT** its entire portion of the Dag 1300 & 1301 Property containing a land area of 3 Cottahs 6 Chittacks 18 Square feet more or less in R.S Dag No. 1300 and 3 Cottahs 12 Chittacks 36 Square feet more or less in R.S Dag No. 1301 absolutely and forever.
- (f) By a Sale Deed registered in Book I CD Volume No.3 Pages 13643 to 13658 Being No.4508 for the year 2007, the said Jagadish Prasad Agarwal (HUF) sold conveyed and transferred to Ashok Vardhan Bhagat **ALL THAT** its entire portion of the Dag 1300 & 1301 Property containing a land area of 3 Cottahs 18 Square feet more or less in R.S Dag No. 1300 and 4 Cottahs 2 Chittacks 36 Square feet more or less in R.S Dag No. 1301, absolutely and forever.
- (g) By a Sale Deed registered in Book I CD Volume No.3 Pages 16875 to 16890 Being No.4746 for the year 2007, the said Prabha Agarwal sold conveyed and transferred to Adheesh Bhagat **ALL THAT** her entire portion of the Dag 1300 & 1301 Property containing a land area of 3 Cottahs 4 Chittacks 38 Square feet more or less in R.S Dag No. 1300 and 3 Cottahs 11 Chittacks 7 Square feet more or less in R.S Dag No. 1301, absolutely and forever.

H. The said R.S. Dag Nos. 1300 and 1301 were continued to numbered as L.R. Dag Nos. 1300 and 1301 respectively in the current Records of Rights published under the West Bengal Land Reforms Act, 1955.

2. **Re: R.S. DAG No. 1302**

A. One Tapan Kumar Dutta, Nandan Kumar Dutta and Swapan Kumar Dutta were the full and absolute owners of **ALL THAT** dwelling houses and premises together with the piece or parcel of land or ground thereunto belonging whereon or on parts whereof the same were erected and built containing an area of 72 Sataks more or less comprised in the entire R.S. Dag no.1302 recorded in R.S







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Khatian No. 116 in Mouza Doharia, J. L. No. 45 under Police Station Barasat in the District of North 24 Parganas (hereinafter referred to as "**the Dag 1302 Property**"). The names of the said Tapan Kumar Dutta, Nandan Kumar Dutta and Swapan Kumar Dutta were recorded as Raiyat in the Records of Rights published under the West Bengal Estates Acquisition Act, 1953 in respect of the Dag 1302 Property under the said R.S Khatian No.116.

- B. By a Sale Deed dated 17th May 1974 and registered with the Registrar of Assurances, Calcutta in Book I Volume No.103 Pages 190 to 196 Being No.2858 for the year 1974, the said Tapan Kumar Dutta, Nandan Kumar Dutta and Swapan Kumar Dutta for the consideration therein mentioned, sold conveyed and transferred to one Debal Kumar Basu, the Dag 1302 Property absolutely and forever.
- C. By two Sale Deeds dated 24th June 2002 and registered with the Additional District Sub Registrar, Barasat, the said Debal Kumar Basu for the considerations therein respectively mentioned sold conveyed and transferred the Dag 1302 Property as follows:-
- (a) By a Sale Deed registered in Book I Volume No. 89 Pages 351 to 360 Being No.4722 for the year 2002, the said Debal Kumar Basu sold conveyed and transferred to one Super Construction Company **ALL THAT** piece or parcel of land containing an area of 36 Satak more or less being a portion out of the Dag 1302 Property, absolutely and forever;
- (b) By a Sale Deed registered in Book I Volume No.89 Pages.361 to 370 Being No.4723 for the year 2002, the said Debal Kumar Basu sold conveyed and transferred to the said Super Construction Company **ALL THAT** piece or parcel of land containing an area of 36 Satak more or less being a portion out of the Dag 1302 Property, absolutely and forever.
- D. The name of the said Super Construction Company was mutated in respect of the Dag 1302 Property by the Office of the B.L. & L.R.O., Barasat.
- E. By six Sale Deeds all dated 20th June 2006 and registered with the Additional District Sub Registrar, Barasat, the said Super Construction Company for the considerations therein respectively mentioned, sold conveyed and transferred the Dag 1302 Property as follows:-

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- (a) By a sale deed registered in Book I Volume No.219 Pages 83 to 100 Being No.6184 for the year 2006, the said Super Construction Company sold conveyed and transferred to one Samta Agarwal **ALL THAT** piece or parcel of land containing an area of 7 Cottah more or less being portion out of the Dag 1302 Property, absolutely and forever.
- (b) By a sale deed registered in Book I Volume No.219 Pages 101 to 118 Being No.6185 for the year 2006, the said Super Construction Company sold conveyed and transferred to one Indira Agarwal **ALL THAT** piece or parcel of land containing an area of 7 Cottah more or less being a portion out of the Dag 1302 Property, absolutely and forever.
- (c) By a sale deed registered in Book I Volume No.219 Pages 119 to 135 Being No.6186 for the year 2006, the said Super Construction Company sold conveyed and transferred to one Eles Merchants Private Limited **ALL THAT** piece or parcel of land containing an area of 7 Cottah more or less being a portion out of the Dag 1302 Property, absolutely and forever.
- (d) By a sale deed registered in Book I Volume No.220 Pages 1 to 18 Being No.6205 for the year 2006, the said Super Construction Company sold conveyed and transferred to one Anuj Agarwal **ALL THAT** piece or parcel of land containing an area of 7 Cottah more or less being a portion out of the Dag 1302 Property, absolutely and forever.
- (e) By a sale deed registered in Book I Volume No.220 Pages 48 to 64 Being No.6208 for the year 2006, the said Super Construction Company sold conveyed and transferred to one Suresh Kumar Dhanuka (HUF) **ALL THAT** piece or parcel of land containing an area of 7 Cottah 8 Chittack more or less being a portion out of the Dag 1302 Property, absolutely and forever.
- (f) By a sale deed registered in Book I Volume No.220 Pages 118 to 135 Being No.6212 for the year 2006, the said Super Construction Company sold conveyed and transferred to one Suresh Kumar Dhanuka **ALL THAT** piece or parcel of land containing an area of 7 Cottah 8 Chittack more or less being a portion out of the Dag 1302 Property, absolutely and forever.
- F. By eight Sale Deeds dated 5th November 2007 and registered with the Additional District Sub Registrar, Barasat, the said Suresh Kumar Dhanuka, Anuj Agarwal,

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Indira Agarwal, Suresh Kumar Dhanuka (HUF), Samta Agarwal and Eles Merchants Private Limited, for the considerations therein respectively mentioned sold conveyed and transferred the Dag 1302 Property to Akshat Bhagat, Rama Developers Private Limited, Bansidhar Baijnath Projects Private Limited, Vinayak Enterprises Private Limited, Ritika Contractors Private Limited and Nawal Kishore Bhagat the Vendors herein as follows:-

- (a) By a sale deed registered in Book I CD Volume No.3 Pages 7777 to 7792 Being No.4123 for the year 2007, the said Suresh Kumar Dhanuka sold conveyed and transferred to one Akshat Bhagat **ALL THAT** piece or parcel of land containing an area of 3 Chittack more or less being a portion out of the Dag 1302 Property, absolutely and forever.
- (b) By a sale deed registered in Book I CD Volume No.3 Pages.7793 to 7808 Being No.4124 for the year 2007, the said Anuj Agarwal sold conveyed and transferred to the said Akshat Bhagat **ALL THAT** piece or parcel of land containing an area of 7 Cottah more or less being a portion out of the Dag 1302 Property, absolutely and forever.
- (c) By a sale deed registered in Book I CD Volume No.3 Pages.7809 to 7824 Being No.4125 for the year 2007, the said Indira Agarwal sold conveyed and transferred to one Rama Developers Private Limited **ALL THAT** piece or parcel of land containing an area of 7 Cottah more or less being a portion out of the Dag 1302 Property, absolutely and forever.
- (d) By a sale deed registered in Book I CD Volume No.3 Pages.7825 to 7840 Being No.4126 for the year 2007, the said Suresh Kumar Dhanuka (HUF) sold conveyed and transferred to the said Akshat Bhagat **ALL THAT** piece or parcel of land containing an area of 3 Chittack more or less being a portion out of the Dag 1302 Property, absolutely and forever.
- (e) By a sale deed registered in Book I CD Volume No.3 Pages.7852 to 7868 Being No.4128 for the year 2007, the said Suresh Kumar Dhanuka sold conveyed and transferred to one Bansidhar Baijnath Projects Private Limited **ALL THAT** piece or parcel of land containing an area of 7 Cottah 5 Chittack more or less being a portion out of the Dag 1302 Property, absolutely and forever.
- (f) By a sale deed in Book I CD Volume No.3 Pages.7912 to 7927 Being No.4132 for the year 2007, the said Samta Agarwal sold conveyed and transferred to one Vinayak Enterprises Private Limited **ALL THAT** piece

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or parcel of land containing an area of 7 Cottah more or less being a portion out of the Dag 1302 Property, absolutely and forever.

- (g) By a sale deed registered in Book I CD Volume No.3 Pages.7928 to 7943 Being No.4133 for the year 2007, the said Eles Merchants Private Limited sold conveyed and transferred to one Ritika Contractors Private Limited **ALL THAT** piece or parcel of land containing an area of 7 Cottah more or less being a portion out of the Dag 1302 Property, absolutely and forever.
- (h) By a sale deed registered in Book I CD Volume No.3 Pages.10986 to 11002 Being No.4325 for the year 2007, the said Suresh Kumar Dhanuka (HUF) sold conveyed and transferred to one Nawal Kishore Bhagat **ALL THAT** piece or parcel of land containing an area of 7 Cottah 5 Chittack more or less being a portion out of the Dag 1302 Property, absolutely and forever.

- G. The name of the said Ritika Contractors Private Limited was subsequently changed to Ritika Projects & Developers Private Limited and a Fresh Certificate of Incorporation upon change of name was issued by the Registrar of Companies, West Bengal on 1st August 2008.
- H. The said R.S. Dag No. 1302 was continued to numbered as L.R. Dag No. 1302 in the current Records of Rights published under the West Bengal Land Reforms Act, 1955.
3. The said Dag 1300 & 1301 Property and Dag 1302 Property are jointly referred to as the Project Land.
4. By the following three sale deeds all registered with the Additional Registrar of Assurances-IV, Kolkata, the said (1) Madgul Services Private Limited, (2) J.G Properties Private Limited, (3) Madgul Infrastructure Private Limited, (4) Parul Farms Private Limited, (5) Tranquility Towers Private Limited, (6) Madgul Apartments Private Limited, (7) Sharnagat Plaza Private Limited, (8) Lansdowne Towers Private Limited, (9) Evernew Vincom Private Limited, (10) Shreeparna Vinimay Private Limited, (11) Madgul Minerals Private Limited, (12) Happy Home Fiscal Service Private Limited, and (13) Shreepuram Parks LLP (being the Owners hereto) purchased the Project Land, absolutely and forever:-
- a. By a sale deed dated 24th March 2017 and registered in Book I Volume No. 1904-2017 Pages 112012 to 112084 Being No. 190402940 for the

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year 2017, the said Ashok Vardhan Bhagat, (Smt.) Deeksha Bhagat, (Smt.) Spriha Sadani (nec Bhagat), Amar Vardhan Bhagat, Brij Kishore Bhagat, Adheesh Bhagat and Lalit Enterprises Private Limited for the consideration therein mentioned sold conveyed and transferred unto and to the Owners hereto, Dag 1300 & 1301 Property, absolutely and forever.

- b. By a sale deed dated 25th March 2017 and registered in Book I Volume No.1904-2017 Pages 112154 to 112215 Being No.190402943 for the year 2017, Akshat Bhagat, Nawal Kishore Bhagat, Banshi Dhar Baijnath Projects Private Limited, Vinayak Enterprises Private Limited, Ritika Projects & Developers Private Limited and Rama Developers Private Limited for the consideration therein mentioned sold conveyed and transferred unto and to the Owners hereto, a portion measuring 37 Cottah 6 Chittack 31 Square Feet or 0.6184 Acre more or less out of the Dag 1302 Property.
- c. By a sale deed dated 17th July 2017 and registered in Book I Volume No.1904-2017 Pages 276516 to 276570 Being No.190407311 for the year 2017, Akshat Bhagat, Nawal Kishore Bhagat, Banshi Dhar Baijnath Projects Private Limited, Vinayak Enterprises Private Limited, Ritika Projects & Developers Private Limited and Rama Developers Private Limited for the consideration therein mentioned sold conveyed and transferred unto and to the Owners hereto, a portion measuring 6 Cottah 2 Chittack 12 Square Feet or 0.1016 Acre more or less out of the Dag 1302 Property.
5. The Owners have caused to be mutated their names as Raiyats in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of Project Land under L.R. Khatian Nos. 3347, 3348, 3349, 3350, 3351, 3352, 3353, 3354, 3355, 3356, 3357, 3358 and 3359. The Owners have also caused to be mutated their names in the records of Madhyamgram Municipality in respect of the Project Land.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(DOCUMENTS OF TITLE)

1. Sale Deed dated 17th May 1974 made between Tapan Kumar Dutta & Ors. as Vendors and Debal Kumar Basu as Purchaser and registered with Registrar of Assurances, Calcutta in Book I Volume No.103 Pages 190 to 196 Being No.2858 for the year 1974;

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2. Sale Deed dated 24th June 2002 made between Debal Kumar Basu as Vendor and Super Construction Company as Purchaser and registered with Additional District Sub Registrar, Barasat, in Book I Volume No. 89 Pages 351 to 360 Being No.4722 for the year 2002;
3. Sale Deed dated 24th June 2002 made between Debal Kumar Basu as Vendor and Super Construction Company as Purchaser and registered with Additional District Sub Registrar, Barasat, in Book I Volume No.89 Pages.361 to 370 Being No.4723 for the year 2002;
4. Sale Deed dated 20th June 2006 made between Super Construction Company as Vendor and Samta Agarwal as Purchaser and registered with Additional District Sub Registrar, Barasat in Book I Volume No.219 Pages 83 to 100 Being No.6184 for the year 2006;
5. Sale Deed dated 20th June 2006 made between Super Construction Company as Vendor and Indira Agarwal as Purchaser and registered with Additional District Sub Registrar, Barasat in Book I Volume No.219 Pages 101 to 118 Being No.6185 for the year 2006;
6. Sale Deed dated 20th June 2006 made between Super Construction Company, as Vendor and Eles Merchants Pvt. Ltd. as Purchaser and registered with Additional District Sub Registrar, Barasat in Book I Volume No.219 Pages 119 to 135 Being No.6186 for the year 2006;
7. Sale Deed dated 20th June 2006 made between Super Construction Company, as Vendor and Anuj Agarwal as Purchaser and registered with Additional District Sub-Registrar, Barasat in Book I Volume No.220 Pages 1 to 18 Being No.6205 for the year 2006;
8. Sale Deed dated 20th June 2006 made between Super Construction Company, as Vendor and Suresh Kumar Dhanuka (HUF) as Purchaser and registered with Additional District Sub-Registrar, Barasat in Book I Volume No.220 Pages 48 to 64 Being No.6208 for the year 2006;
9. Sale Deed dated 20th June 2006 made between Super Construction Company as Vendor and Suresh Kumar Dhanuka as Purchaser and registered with Additional District Sub-Registrar, Barasat in Book I Volume No.220 Pages 118 to 135 Being No.6212 for the year 2006;
10. Sale Deed dated 22nd March 1955 made between Rahamat Ali Mondal & Ors. as Vendors and Leslie Henry Franklin as Purchaser and registered with District

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Registrar, 24-Parganas in Book I Volume No. 40 Pages 27 to 29 Being No.1017 for the year 1955;

11. Certified Copy of the Sale Deed dated 8th May 1956 and made between Akbar Ali Mondal and Aysha Bibi as Vendor and Kartick Chandra Khan as Purchaser and registered with Sub-Registrar, Barasat, in Book I Volume No. 46 Pages 256 to 259 Being No.4416 for the year 1956,
12. Sale Deed dated 28th May 1956 made between Samena Bibi as Vendor and Leslie Henry Franklin as Purchaser and registered with Sub-Registrar, Barasat in Book I Volume No. 50 Pages 57 to 59 Being No.4923 for the year 1956;
13. Sale Deed dated 8th June 1956 made between Kirti Chandra Khan, as Vendor and Leslie Henry Franklin as Purchaser and registered with Sub-Registrar, Barasat, in Book I Volume No. 54 Pages 174 to 176 Being No.5150 for the year 1956;
14. Sale Deed dated 25th October 1956 made between Kirti Chandra Khan, as Vendor and Leslie Henry Franklin as Purchaser and registered with Sub-Registrar, Barasat in Book I Volume No. 77 Pages 259 to 261 Being No.7769 for the year 1956;
15. Sale Deed dated 26th July 1972 made between Leslie Henry Franklin, as Vendor and Nisith Kumar Banerjee & Anr. as Purchasers and registered with District Registrar Alipore, 24 Parganas in Book I Volume No. 68 Pages 245 to 250 Being No. 2981 for the year 1972;
16. Sale Deed dated 9th June 2006 made between Nisith Kumar Banerjee & Anr. as Vendors and Jagdish Prasad Agarwal (HUF) as Purchaser and registered with Additional District Sub-Registrar Barasat, North 24 Parganas in Book I Volume No. 219 Pages 136 to 147 Being No. 6187 for the year 2006;
17. Sale Deed dated 9th June 2006 made between Nisith Kumar Banerjee & Anr. as Vendors and Pushpa Agarwal as Purchaser and registered with Additional District Sub-Registrar Barasat, North 24 Parganas in Book I Volume No. 221 Pages 250 to 262 Being No. 6244 for the year 2006;
18. Sale Deed dated 9th June 2006 made between Nisith Kumar Banerjee & Anr. as Vendors and Smt. Kusum Agarwal as Purchaser and registered with Additional District Sub-Registrar Barasat, North-24 Parganas in Book I Volume No. 221 Pages 263 to 275 Being No. 6245 for the year 2006;
19. Sale Deed dated 9th June 2006 made between Nisith Kumar Banerjee & Anr. as Vendors and Amit Agarwal as Purchaser and registered with Additional District

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Sub-Registrar Barasat, North 24 Parganas in Book I Volume No. 221 Pages 276 to 288 Being No. 6246 for the year 2006;

20. Sale Deed dated 9th June 2006 made between Nisith Kumar Banerjee & Anr. as Vendors and Sri Radhey Shyam Agarwal (HUF) as Purchaser and registered with Additional District Sub-Registrar Barasat, North 24 Parganas in Book I Volume No. 221 Pages 373 to 385 Being No. 6252 for the year 2006;
21. Sale Deed dated 9th June 2006 made between Nisith Kumar Banerjee & Anr. as Vendors and Krishna Kumar Agarwal (HUF) as Purchaser and registered with Additional District Sub-Registrar Barasat, North 24 Parganas in Book I Volume No. 222 Pages 50 to 62 Being No. 6258 for the year 2006;
22. Sale Deed dated 9th June 2006 made between Nisith Kumar Banerjee & Anr. as Vendors and Smt. Prabha Agarwal as Purchaser and registered with Additional District Sub-Registrar Barasat, North 24 Parganas in Book I Volume No. 222 Pages 63 to 75 Being No. 6259 for the year 2006;
23. Sale deed dated 5th November 2007 made between Suresh Kumar Dhanuka as Vendor and Akshat Bhagat as Purchaser and registered with Additional District Sub-Registrar Barasat, North 24 Parganas in Book I CD Volume No.3 Pages.7777 to 7792 Being No.4123 for the year 2007;
24. Sale deed dated 5th November 2007 made between Anuj Agarwal as Vendor and Akshat Bhagat as Purchaser and registered with Additional District Sub-Registrar Barasat, North 24 Parganas in Book I CD Volume No.3 Pages.7793 to 7808 Being No.4124 for the year 2007;
25. Sale deed dated 5th November 2007 made between Indira Agarwal as Vendor and Rama Developers Private Limited as Purchaser and registered with Additional District Sub-Registrar Barasat, North 24 Parganas in Book I CD Volume No.3 Pages.7809 to 7824 Being No.4125 for the year 2007;
26. Sale deed dated 5th November 2007 made between Suresh Kumar Dhanuka (HUF) as Vendor and Akshat Bhagat as Purchaser and registered with Additional District Sub-Registrar Barasat, North 24 Parganas in Book I CD Volume No.3 Pages.7825 to 7840 Being No.4126 for the year 2007;
27. Sale deed dated 5th November 2007 made between Suresh Kumar Dhanuka as Vendor and Bansidhar Baijnath Projects Private Limited as Purchaser and registered with Additional District Sub-Registrar Barasat, North 24 Parganas in Book I CD Volume No.3 Pages.7852 to 7868 Being No.4128 for the year 2007;

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28. Sale deed dated 5th November 2007 made between Samta Agarwal as Vendor and Vinayak Enterprises Private Limited as Purchaser and registered with Additional District Sub-Registrar Barasat, North 24 Parganas in Book I CD Volume No.3 Pages.7912 to 7927 Being No.4132 for the year 2007;
29. Original sale deed dated 5th November 2007 made between Eles Merchants Private Limited as Vendor and Ritika Contractors Private Limited as Purchaser and registered with Additional District Sub-Registrar Barasat, North 24 Parganas in Book I CD Volume No.3 Pages.7928 to 7943 Being No.4133 for the year 2007;
30. Original sale deed dated 5th November 2007 made between Suresh Kumar Dhanuka (HUF) as Vendor and Nawal Kishore Bhagat as Purchaser and registered with Additional District Sub-Registrar Barasat, North 24 Parganas in Book I CD Volume No.3 Pages.10986 to 11002 Being No.4325 for the year 2007;
31. Sale Deed dated 5th November 2007 made between Amit Agarwal as Vendor and Deeksha Bhagat as Purchaser and registered with Additional District Sub-Registrar Barasat, North 24 Parganas in Book I CD Volume No.3 Pages.13275 to 13290 Being No.4496 for the year 2007;
32. Sale Deed dated 5th November 2007 made between Kusum Agarwal as Vendor and Spriha Sadani (nee Bhagat) as Purchaser and registered with Additional District Sub-Registrar Barasat, North 24 Parganas in Book I CD Volume No.3 Pages.13291 to 13306 Being No.4497 for the year 2007;
33. Sale Deed dated 5th November 2007 made between Pushpa Agarwal as Vendor and Lalit Enterprises Private Limited as Purchaser and registered with Additional District Sub-Registrar Barasat, North 24 Parganas in Book I CD Volume No.3 Pages.13307 to 13322 Being No.4498 for the year 2007;
34. Sale Deed dated 5th November 2007 made between Krishna Kumar Agarwal (HUF) as Vendor and Amar Vardhan Bhagat as Purchaser and registered with Additional District Sub-Registrar Barasat, North 24 Parganas in Book I CD Volume No.3 Pages.13337 to 13352 Being No.4500 for the year 2007;
35. Sale Deed dated 5th November 2007 made between Radhey Shyam Agarwal (HUF) as Vendor and Brij Kishore Bhagat as Purchaser and registered with Additional District Sub-Registrar Barasat, North 24 Parganas in Book I CD Volume No.3 Pages.13605 to 13620 Being No.4506 for the year 2007;
36. Sale Deed dated 5th November 2007 made between Jagadish Prasad Agarwal (HUF) as Vendor and Ashok Vardhan Bhagat as Purchaser and registered with



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Additional District Sub-Registrar Barasat, North 24 Parganas in Book I CD Volume No.3 Pages.13643 to 13658 Being No.4508 for the year 2007;

37. Original Sale Deed dated 5th November 2007 made between Prabha Agarwal as Vendor and Adheesh Bhagat as Purchaser and registered with Additional District Sub-Registrar Barasat, North 24 Parganas in Book I CD Volume No.3 Pages.16875 to 16890 Being No.4746 for the year 2007;
38. Sale Deed dated 24th March 2017 made between Ashok Vardhan Bhagat & Ors. as Vendors and Madgul Services Pvt. Ltd. & Ors. as Purchasers and registered with the Additional Registrar of Assurances-IV, Kolkata in Book No.I Volume No.1904-2017 Pages 112012 to 112084 Being No.190402940 for the Year 2017; and
39. Sale Deed dated 25th March 2017 made between Akshat Bhagat & Ors. as Vendors and Madgul Services Pvt. Ltd. & Ors. as Purchasers and registered with the Additional Registrar of Assurances-IV, Kolkata in Book No.I Volume No.1904-2017 Pages 112154 to 112215 Being No.190402943 for the Year 2017;
40. Sale Deed dated 17th July, 2017 made between Akshat Bhagat & Ors. as Vendors and Madgul Services Pvt. Ltd. & Ors. as Purchasers and registered with the Additional Registrar of Assurances-IV, Kolkata in Book No.I Volume No.1904-2017 Pages 276516 to 276570 Being No.190407311 for the Year 2017.
41. Power of Attorney dated 30th August 2005 granted by the Adheesh Bhagat in favour of Ashok Vardhan Bhagat and registered with the Additional Registrar of Assurances-III, Calcutta in Book No.IV Volume No.86 Pages 118 to 122 Being No.4667 for the Year 2015.
42. Mutation Certificate in favour of Owners by Madhyamgram Municipality.
43. L.R. RORs in favour of the Owners by BLLRO.
44. Original Conversion certificates dated 24th April 2015 issued by the B.L.& L.R.O. Barasat-II, Madhyamgram, North 24-Parganas in favour of the following persons:
 - i. Brij Kishore Bhagat in respect of Plot No. 1301 bearing memo no. MEMO...CONV/457/BL&LRO/BST-II/15;
 - ii. Amar Vardhan Bhagat in respect of Plot No. 1301 bearing memo no. MEMO...CONV/455/BL&LRO/BST-II/15;

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- iii. Deeksha Bhagat in respect of Plot No. 1301 bearing memo no. MEMO...CONV/454/BL&LRO/BST-II/15;
- iv. Ashok Vardhan Bhagat in respect of Plot No. 1301 bearing memo no. MEMO...CONV/451/BL&LRO/BST-II/15;
- v. Lalit Enterprises Pvt. Ltd. in respect of Plot No. 1301 bearing memo no. MEMO...CONV/458/BL&LRO/BST-II/15;
- vi. Adheesh Bhagat in respect of Plot No. 1301 bearing memo no. MEMO...CONV/459/BL&LRO/BST-II/15; and
- vii. Spriha Bhagat in respect of Plot No. 1301 bearing memo no. MEMO...CONV/456/BL&LRO/BST-II/15;

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(APPROVALS)

1. Conversion certificates of L.R. Dag No. 1301.
2. Mutation Certificate in the name of the Owners.
3. Permission for sinking well last updated in the year 2016.
4. Airport Authority NOC dated 28.08.2018.

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

SIGNED SEALED AND DELIVERED on behalf of withinnamed **OWNERS** by the respective signatory pursuant to Board Resolutions dated 16.11.2021 at Kolkata in the presence of:

Pratima Majumder
Koatun Bagana
 Add.
 2 Hare Street, Kol-01

For Madgul Services Pvt Ltd

[Signature]
 Director

For J. G. PROPERTIES PVT. LTD.

[Signature]
 Director

For MADGUL INFRASTRUCTURE PVT. LTD.

[Signature]
 Director

PARUL FARMS PVT. LIMITED

[Signature]
 Director
 (RAJ KUMAR RUNGEA)



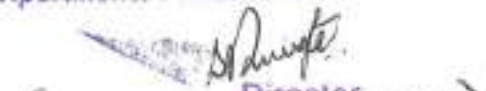
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Tranquility Towers Private Limited


 Director

Madgul Apartments Private Limited


 Director
 (SANTOSH KUMAR RUNGTA)

Shamagat Plaza Private Limited


 Director

For LANSDOWNE TOWERS PVT. LTD.


 Director

For Evernew Vincom Pvt. Ltd


 Director
 (KUSHAL RUNGTA)

For Shreeparth Vincom Pvt. Ltd


 Director

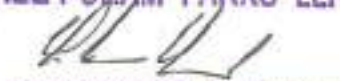
For MADGUL MINERALS PVT. LTD


 Director.

HAPPY HOME FISCAL SERVICE (P) LTD


 Director

For, SHREE PURAM PARKS LLP


 DESIGNATED PARTNER

SIGNED SEALED AND DELIVERED on behalf of the withinnamed DEVELOPER by its Designated Partner Mr. Ashok Saraf pursuant to the Resolution dated 11.11.2021 at Kolkata in the presence of:

Roami Bagan
Adv

Pratim Majumdar.

Vinod Majumdar
2nd Floor Main House
7B Pratono Street
Kolkata 700071

SHITU REAL ESTATES LLP



Designated Partner

Drafted by me
Pratim Majumdar (Advocate).
1 B & 2 Hare Street, Kolkata.
700001
For DSP Law Associates

F/763/2012 .



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RECEIPT AND MEMO

RECEIVED from the withinnamed Developer the withinmentioned sum of Rs.2,00,00,000/- (Rupees two crores only) towards payment of the entire Security Deposit payable to the Owners in terms hereof as per memo below:-

MEMO OF CONSIDERATION

Sl. No.	By or out of Cash/Demand Draft/Cheque/RTGS/NEFT Number	Date	Bank	In Favour Of	Amount (in Rs. P.)
1	921354	10.11.2021	Axis Bank	MADGUL SERVICES PVT. LTD.	15,38,460/-
2	921368	10.11.2021	Axis Bank	J.G PROPERTIE S PVT. LTD.	15,38,460/-
3	921356	10.11.2021	Axis Bank	MADGUL INFRASTR UCTURE PVT. LTD.	15,38,460/-
4	921357	10.11.2021	Axis Bank	PARUL FARMS PVT. LTD.	15,38,460/-
5	921358	10.11.2021	Axis Bank	TRANQUILI TY TOWERS PVT. LTD.	15,38,460/-
6	921359	10.11.2021	Axis Bank	MADGUL APARTMEN TS PVT. LTD.	15,38,460/-
7	921360	10.11.2021	Axis Bank	SHARNAG AT PLAZA PVT. LTD.	15,38,460/-
8	921369	10.11.2021	Axis Bank	LANSDOW NE TOWERS PVT. LTD.	15,38,460/-



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9	921362	10.11.2021	Axis Bank	EVERNEW VINCOM PVT. LTD.	15,38,460/-
10	921363	10.11.2021	Axis Bank	SHREEPAR NA VINIMAY PVT. LTD.	15,38,460/-
11	921364	10.11.2021	Axis Bank	MADGUL MINERALS PVT. LTD.	15,38,460/-
12	921365	10.11.2021	Axis Bank	HAPPY HOME FISCAL SERVICES PVT. LTD.	15,38,460/-
13	921366	10.11.2021	Axis Bank	SHREEPUR AM PARKS LLP	<u>15,38,480/-</u>
Total:					2,00,00,000/-

(Rupees Two Crores Only)

WITNESSES For Madgul Services Pvt Ltd

Pratim Majumder



Director

For MADGUL INFRASTRUCTURE PVT. LTD.

Katerbagam



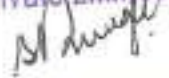
Director

Tranquility Towers Private Limited



Director

Sharnagal Plaza Private Limited



Director

For Evernew Vincom Pvt. Ltd.



Director

For J. G. PROPERTIES PVT. LTD.

Director

PARUL FARMS PVT. LIMITED

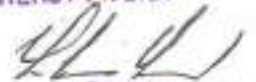
Director

Madgul Apartments Private Limited

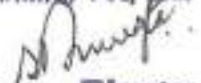


Director


For LANSLOWNE TOWERS PVT. LTD.



Director

For SHREEPARNA VINIMAY PVT. LTD.

Director

For, SHREE PURAM PARKS LLP
DESIGNATED PARTNER**For MADGUL MINERALS PVT. LTD**

Director

HAPPY HOME FISCAL SERVICE (P) LTD

Director



✓
ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
22 NOV 2021

For Madgul Services Pvt Ltd

R.S DAG NO . 1298 , 1299 , 1286

For J. G. PROPERTIES PVT. LTD.

[Signature]
Director

[Signature]
Director

For MADGUL INFRASTRUCTURE PVT. LTD.

PARUL FARMS PVT. LIMITED

Tranquility Towers Private Limited

[Signature]
Director

[Signature]
Director

[Signature]
Director

Madgul Apartments Private Limited

Sharnagat Plaza Private Limited

[Signature]
Director

[Signature]
Director

For LANSDOWNE TOWERS PVT. LTD.

For Evernew Vincom Pvt. Ltd.

[Signature]
Director

[Signature]
Director

For Shreeperas Vinimoy Pvt. Ltd.

[Signature]
Director

R.S DAG NO . 1303 , 1305 , 1299

METHOPARA ROAD

For MADGUL MINERALS PVT. LTD

HAPPY HOME FISCAL SERVICE (P) LTD

[Signature]
Director

[Signature]
Director

27.95 M. W I D E R O A D

For SHREE PURAM PARKS LLP

DESIGNATED PARTNER

SHITIJ REAL ESTATES LLP

Designated Partner













SITE PLAN
NOT TO SCALE













OWNER	DEVELOPER	PROJECT SITE PLAN OF SHREEPURAM PROPERTIES OWNERS BROOKFIELD-DOWNSIDE, 3rd & 4th FLOOR, R.S DAG NO. 1286, 1287 & 1288. REGISTRATION NOS. 805, 807 AND 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232 & 233, PG. NO. 10/2019/2020 (FORMERLY SHREEPERAS DISTRICT - IN PARAGANAS NORTH WARD NO. - 25, HOLOGNOID - 3, OLD JESSORE ROAD UNDER MADYAPURAM MUNICIPALITY)	ARCHITECT MAHESHWAR & ASSOCIATES 15A, 3RD FLOOR, WINDLOVE APARTMENT, SECTOR-7, GURGAON, DELHI-122002. TEL: 9910848800. REGISTRATION NO.: SITE PLAN DATE: 15/08/2024 SCALE: 1:1000 DRAWN BY: [Signature] CHECKED BY: [Signature]
-------	-----------	--	--















✓

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
22 NOV 2021

		<i>Finger prints of the executant</i>				
 						
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb	
						
	Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little	

		<i>Finger prints of the executant</i>				
 						
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb	
						
	Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little	

		<i>Finger prints of the executant</i>				
 						
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb	
						
	Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little	













~
ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

22 NOV 2021

Finger prints of the executant



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



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

22 NOV 2021






Government of West Bengal

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

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

Signature / LTI Sheet of Query No/Year 19042002324757/2021




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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Kushal Rungta 20 Ballygunge Circular Road, City:- . P.O:- Ballygunge, P.S:- Bullygunge, District:- South 24-Parganas, West Bengal, India, PIN:- 700019	Representative of Land Lord [EVERNE W VINCOM PRIVATE LIMITED]		10957 	 22/11/2021
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date








ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
22 NOV 2021

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Sarilosh Kumar Rungta 20 Ballygunge Circular Road, City:- , P.O:- Ballygunge, P.S:- Bullygunge, District:- South 24-Parganas, West Bengal, India, PIN:- 700019	Representative of Land Lord [MADGUL APARTMENTS PRIVATE LIMITED] ,[SHARNAGAT PLAZA PRIVATE LIMITED] ,[SHREEPARNA VINIMAY PRIVATE LIMITED] ,[HAPPY HOME FISCAL SERVICES PRIVATE LIMITED]		10 958 	
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

22 NOV 2021

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Raj Kumar Rungta 20 Ballygunge Circular Road, City:- , P.O:- Ballygunge, P.S:- Bullygunge, District:- South 24-Parganas, West Bengal, India, PIN:- 700019	Represent ative of Land Lord [MADGUL SERVICE S PRIVATE LIMITED] ,[J.G PROPER TIES PRIVATE LIMITED] ,[MADGU L INFRASTR UCTUR E PRIVATE LIMITED] ,[PARUL FARMS PRIVATE LIMITED] ,[TRANQU ILITY TOWERS PRIVATE LIMITED] ,[LANSDO WNE TOWERS PRIVATE LIMITED] ,[MADGU L MINERAL S PRIVATE LIMITED] ,[SHREEP URAM PARKS LLP]		10959 	 22/11/21



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
22 NOV 2021

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Ashok Saraf Sidharth Building, Flat No.5B, 14/2, Burdwan Road, City:- , P.O:- Alipore, P.S:-Alipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700027	Representative of Developer [SHITIJ REAL ESTATES LLP]		10956 	<i>Ashok Saraf Sidharth</i> 22/11/2021
Sl No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	Subhendu Chatterjee Son of Amalendu Chatterjee Gita Bhaban, Kona Road, Flat No: 302, 3rd Floor, City:- Howrah, P.O:- Santragachi, P.S:- JAGACHHA, District:-Howrah, West Bengal, India, PIN:- 711104	Kushal Rungta, Santosh Kumar Rungta, Raj Kumar Rungta, Ashok Saraf		10960 	<i>Subhendu Chatterjee</i> 22/11/2021



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



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

22 NOV 2021

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

MADGUL SERVICES PRIVATE LIMITED

15/03/1991

Permanent Account Number

AABCM7691K



स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
AAACJ7225M

नाम / NAME
J G PROPERTIES PRIVATE LIMITED

निगमन/बनने की तिथि / DATE OF INCORPORATION INFORMATION
28-02-1996

B. Das
आयकर अधिकारी, प.सं. XI
COMMISSIONER OF INCOME-TAX, W.B. - XI



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

MADGUL INFRASTRUCTURE PRIVATE LIMITED

28/11/2006

Permanent Account Number

AAACQ1524C



स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
AABCP3529R

नाम / NAME
PARUL FARMS PRIVATE LIMITED

निगमन/बनने की तिथि / DATE OF INCORPORATION INFORMATION
25-10-1999

B. Das
आयकर अधिकारी, प.सं. II
COMMISSIONER OF INCOME-TAX, W.B. - II



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

TRANQUILITY TOWERS PRIVATE LIMITED

04/07/2016

Permanent Account Number

AAFCT8406K



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

MADGUL APARTMENTS PRIVATE LIMITED

04/07/2016

Permanent Account Number

AAKCM4522C



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SHARNAGAT PLAZA PRIVATE LIMITED

04/07/2016

Permanent Account Number

AAXCS3502P



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

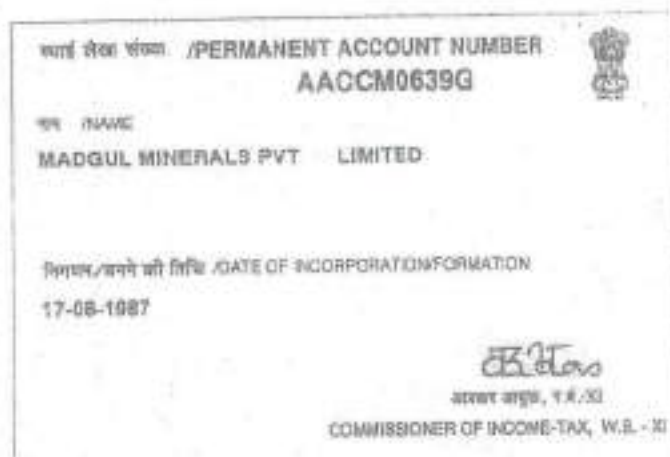
LANSDOWNE TOWERS PRIVATE LIMITED

17/02/1995

Permanent Account Number

AAACL5000G





आयकर विभाग
INCOME TAX DEPARTMENT




भारत सरकार
GOVT OF INDIA

RAJ KUMAR RUNOTA

TIRBENI PRASAD RUNGTA

06/08/1953
Permanent Account Number

ACRPR6681B


Signature



24-11-2008



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India

Government of India

ভালিকাঙ্কির আই ডি / Enrollment No.: 1178/39270/17292

To

রাজ কুমার রুণ্টা

Raj Kumar Rungta

20 BALLYGUNGE CIRCULAR ROAD

BALLYGUNGE

Ballygunge S.O

Ballygunge

Kolkata

West Bengal 700019

9800030211

177102012

78475186



MO784751955FH



আপনার অধার সংখ্যা / Your Aadhaar No. :

2156 8657 6795

আমার অধার, আমার পরিচয়



ভারত সরকার

Government of India



রাজ কুমার রুণ্টা

Raj Kumar Rungta

পিতা : ত্রিবেণী প্রসাদ রুণ্টা

Father : TRIBENI PRASAD RUNGTA

অন্যত্রিখ / DOB : 08/08/1983

পুরুষ / Male



2156 8657 6795

আমার অধার, আমার পরিচয়

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
ADAPR3869P



नाम / NAME
SANTOSH KUMAR RUNQTA

पिता का नाम / FATHER'S NAME
TRIBENI PRASAD RUNQTA

जन्म तिथि / DATE OF BIRTH
17-09-1947

हस्ताक्षर / SIGNATURE

Santosh

TRB

असतो अग्रज, प.सं.-४३

COMMISSIONER OF INCOME-TAX, W.B. - XI



भारत सरकार
GOVERNMENT OF INDIA



शशांक कुमार रण्टा
Santosh Kumar Rungta
पिता : त्रिभेनी प्रसाद रण्टा
Father : TRIBHENI PRASAD RUNGTA
जन्म वर्ष / Year of Birth : 1947
पुरुष / Male



5169 2321 4311

आधार - साधारण মানুষের অধিকার



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:
১০, বালীগুঞ্জ, চাকুলার রোড,
বালীগুঞ্জ, বর্ধমান, কলকাতা,
পশ্চিমবঙ্গ, ৭০০০১৯

Address:
20, BALLYGUNGE
CIRCULAR ROAD,
BALLYGUNGE, Ballygunge
S.O, Ballygunge, Kolkata,
West Bengal, 700019



1996 143 1347



help@uaid.gov.in



www.uai.gov.in



P.O. Box No. 1547,
Ballygunge-700019

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

KUSHAL RUNGTA
SANTOSH KUMAR RUNGTA
19/09/1971



Permanent Account Number

ACYPR759-1M

Signature





ভারত সরকার
Government of India

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
Unique Identification Authority of India

ভাসিকাকৃতিক্রম নম্বর/ Enrolment No.: 0013/15006/16808

Download Date: 20/05/2021

To
কুশল রংগা
Kushal Rungta
20
BALLYGUNGE CIRCULAR ROAD
BALLYGUNGE
Ballygunge S.O
Kolkata West Bengal - 700019
9830039358

Issue Date: 10/05/2021

Generate QR, Verbal
UIDAI
www.uidai.gov.in



আপনার আধার সংখ্যা / Your Aadhaar No. :

9707 6732 5405

VID : 9111 1649 6082 1710

আমার আধার, আমার পরিচয়



ভারত সরকার
Government of India



Download Date: 20/05/2021



কুশল রংগা
Kushal Rungta
কামরাঙ্ক/DOB: 19/09/1971
পুংক MLE

Issue Date: 10/05/2021

9707 6732 5405

VID : 9111 1649 6082 1710

আমার আধার, আমার পরিচয়



জ্ঞপ্তা

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়
- নিয়মিত ভিডিওর স্ক্যান / অনলাইন এক্সেসের / অনলাইন প্রমাণীকরণ স্বাক্ষরে করে পরিচয় যাচাই করুন।
- এটি এক ইলেক্ট্রনিক সক্রিয়তা চিহ্নী পত্র

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- Verify identity using Secure QR Code/ Offline XML/ Online Authentication.
- This is electronically generated letter.

- আধার সারা দেশে মান্য
- আধার আপনাকে বিভিন্ন সরকারী ও বেসরকারী পরিষেবা গ্রহণে সহায়ক করে।
- আধার আপনার মোবাইল নাম্বার ও ইমেইল আইডি আপডেট রাখুন।
- আধার নিজের স্মার্ট ফোনে রাখুন, mAadhaar App ইনস্টল করুন।

- Aadhaar is valid throughout the country.
- Aadhaar helps you avail various Government and non-Government services easily.
- Keep your mobile number & email ID updated in Aadhaar.
- Carry Aadhaar in your smart phone – use mAadhaar App.



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
Unique Identification Authority of India



ঠিকানা:
২০, বালিগঞ্জ সার্কুলার রোড, বালিগঞ্জ, কলকাতা,
পশ্চিমবঙ্গ - ৭০০০১৯

Address:
20, BALLYGUNGE CIRCULAR ROAD,
BALLYGUNGE, Ballygunge S.O, Kolkata,
West Bengal - 700019



9707 6732 5405

VID : 9111 1649 6082 1710

1947 | help@uidai.gov.in | www.uidai.gov.in



भारतीय विशिष्ट पहचान प्राधिकरण
भारत सरकार
Unique Identification Authority of India
Government of India

नामांकन क्रम / Enrollment No.: 1088/12803/00942

To
अशोक सराफ
Ashok Saraf
S/O: Santosh Kumar Saraf
Sidharth Building Flat-5B 14/2, Burdwan Road
Alipore
Alipore
Circus Avenue Kolkata
West Bengal 700027
9830333712

030032017
26014314



MD280143142FH



आपका आधार क्रमांक / Your Aadhaar No. :

5399 5075 5762

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



अशोक सराफ
Ashok Saraf
जन्म तिथि / DOB : 02/11/1963
पुरुष / Male



5399 5075 5762

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.



भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

ता.
भा.सं.सं. संतोष कुमार सराफ,
सिद्धार्थ बिल्डिंग फ्लैट-5B, 14/2,
बर्दुवान रोड, अलिपोर, अलिपोर,
कोलकाता, सिक्सस अवेन्यू, वेस्ट
बंगाल 700027

Address:
S/O: Santosh Kumar Saraf,
Sidharth Building Flat-5B, 14/2,
Burdwan Road, Alipore, Alipore,
Kolkata, Circus Avenue, West
Bengal 700027

5399 5075 5762



1947



help@uidai.gov.in



www.uidai.gov.in

कार्ड संख्या / PERMANENT ACCOUNT NUMBER

AJQPS0820D



नाम / NAME

ASHOK SARAF

पिता का नाम / FATHER'S NAME

SANTOSH KUMAR SARAF

जन्म तिथि / DATE OF BIRTH

02-11-1963

हस्ताक्षर / SIGNATURE

आयकर अधिकारी, ए.ए. 11

COMMISSIONER OF INCOME-TAX, W.S. - II

इस कार्ड के खो / गिरा जाने पर कृपया जारी करने वाले अधिकारी को सूचित / बतला कर दो सहायक आयकर अधिकारी,
पी-7,
चौरीचौरी स्क्वायर,
कलकत्ता - 700 068.

In case this card is lost/found, kindly inform/return to the issuing authority :
Assistant Commissioner of Income-tax,
P-7,
Chowringhee Square,
Calcutta- 700 068.



ई-स्थायी लेखा संख्या कार्ड
e - Permanent Account Number (e-PAN) Card
ADIFS8217Q

पावती संख्या /
Acknowledgement Number

882031126270976



नाम / Name

SHITIJ REAL ESTATES LLP

निगमन/गठन की तारीख

14/03/2017

Date of Incorporation / Formation

संचार का पता / Comm. Address

SHITIJ REAL ESTATES LLP
1/72 CAL JESSORE ROAD
CAL JESSORE ROAD KOLKATA KOLKATA WEST BENGAL - 700055



Validity unknown

Digitally signed by Income Tax
PAN Services Unit, NSDL
eGovernance
Date: 2017.03.14 10:50:03 IST
Reason: NSDL e-PAN sign
Location: Mumbai

- ✓ Permanent Account Number (PAN) facilitate Income Tax Department linking of various documents, including payment of taxes, assessment, tax demand, tax arrears, matching of information and easy maintenance & retrieval of electronic information etc. relating to a taxpayer.
- स्थायी लेखा संख्या (पैन) एक करदाता से संबंधित विभिन्न दस्तावेजों को जोड़ने में आयकर विभाग को सहायक होता है, जिसमें करों के भुगतान, आकलन, कर मांग, टैक्स बकाया, सूचना के मिलान और इलक्ट्रॉनिक जानकारी का आसान रखरखाव व बहाली आदि भी शामिल है।
- ✓ Quoting of PAN is now mandatory for several transactions specified under Income Tax Act, 1961 (Refer Rule 114B of Income Tax Rules, 1962)
आयकर अधिनियम, 1961 के तहत निर्दिष्ट कई लेनदेन के लिए स्थायी लेखा संख्या (पैन) का उल्लेख अब अनिवार्य है (आयकर नियम, 1962 के नियम 114B, का संदर्भ लें)
- ✓ Possessing or using more than one PAN is against the law & may attract penalty of upto Rs. 10,000.
एक से अधिक स्थायी लेखा संख्या (पैन) का रखना या उपयोग करना, कानून के विरुद्ध है और इसके लिए 10,000 रुपये तक का दंड लगाया जा सकता है।

Cut

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA



ई-स्थायी लेखा संख्या कार्ड
e-Permanent Account Number Card
ADIFS8217Q

पैन/नाम

SHITIJ REAL ESTATES LLP

निगमन/गठन की तारीख
Date of Incorporation/Formation
14/03/2017

एक कार्ड के खोले/पाने पर कृपया सूचित करें/नोट करें:
आयकर पैन सेवा कार्ड, या पैन की पता
1 वीं मंजिल, नवी इलेक्ट्रॉनिक,
प्लॉट नं. 341, सर्वे नं. 97/3,
मॉडल कॉलोनी, नज्द डीप बंगलॉव चौक,
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, Mansi Building,
Plot No. 341, Survey No. 97/3,
Model Colony, Near Deep Bungalow Chowk,
Pune - 411 016.

Tel: 91-20-2721 8880, Fax: 91-20-2721 8861
e-mail: paninfo@nsdl.co.in



भारत सरकार
GOVERNMENT OF INDIA



Subhendu
Chatterjee
DOB: 20/01/1975
MALE



5422 9948 1298

आधार-माधारण मानूवेर अधिकार



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address

S/O: Sri Amalendu Chatterjee, GITA
BHABAN, FLAT NO 302, 3RD FLOOR, KONA
ROAD, SASTHITALA, 58 RAKHAL DAS BAUL
SARANI, BEHIND SANTRAGACHI CO- OPERATIVE
BANK, RAMRAJATALA, Bally Jagechha, Howrah,
West Bengal - 711104

5422 9948 1298



1800 501 1947

1800 501 1947

www.uidai.gov.in

P.O. Box No. 1947
Bangalore-560 011

Subhendu Chatterjee

Major Information of the Deed

Deed No :	I-1904-14961/2021	Date of Registration	24/11/2021
Query No / Year	1904-2002324757/2021	Office where deed is registered	
Query Date	10/11/2021 1:13:14 PM	1904-2002324757/2021	
Applicant Name, Address & Other Details	Subhendu Chatterjee 20, Ballygunge Circular Road, Kolkata 700019, Thana : Ballygunge Circular, District : South 24-Parganas, WEST BENGAL, Mobile No. : 9831034766, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,00,00,000/-]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 12,29,60,358/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,031/- (Article:45(g))	Rs. 2,00,105/- (Article:E, E, B, M(a), M(b), I)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Barasat, Municipality: MADHYAMGRAM, Road: Barasat Municipality Road, Mouza: Doharia, . Holding No:2 JI No: 45, Pin Code : 700132

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-1300	RS-905	Bastu	Shali	0.39 Acre		3,05,94,435/-	Property is on Road Adjacent to Metal Road,
L2	RS-1301	RS-197	Bastu	Shali	0.43 Acre		3,37,32,326/-	Property is on Road Adjacent to Metal Road,
L3	RS-1302	RS-116	Bastu	Shali	0.72 Acre		5,64,82,034/-	Property is on Road Adjacent to Metal Road,
		TOTAL :			154Dec	0 /-	1208,08,795 /-	
		Grand Total :			154Dec	0 /-	1208,08,795 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2, L3	3750 Sq Ft.	1/-	21,51,563/-	Structure Type: Structure
Gr. Floor, Area of floor : 3750 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 30 Years, Roof Type: Pucca, Extent of Completion: Complete					
	Total :	3750 sq ft	1 /-	21,51,563 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	MADGUL SERVICES PRIVATE LIMITED 20 Ballygunge Circular Road, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 , PAN No.:: AAxxxxxx1K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	J.G PROPERTIES PRIVATE LIMITED 20 Ballygunge Circular Road, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 , PAN No.:: AAxxxxxx5M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
3	MADGUL INFRASTRUCTURE PRIVATE LIMITED 20 Ballygunge Circular Road, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 , PAN No.:: AAxxxxxx4C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
4	PARUL FARMS PRIVATE LIMITED 20 Ballygunge Circular Road, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 , PAN No.:: AAxxxxxx9R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
5	TRANQUILITY TOWERS PRIVATE LIMITED 20 Ballygunge Circular Road, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 , PAN No.:: AAxxxxxx6K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
6	MADGUL APARTMENTS PRIVATE LIMITED 20 Ballygunge Circular Road, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 , PAN No.:: AAxxxxxx2C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
7	SHARNAGAT PLAZA PRIVATE LIMITED 20 Ballygunge Circular Road, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 , PAN No.:: AAxxxxxx2P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
8	LANSDOWNE TOWERS PRIVATE LIMITED 20 Ballygunge Circular Road, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 , PAN No.:: AAxxxxxx0G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
9	EVERNEW VINCOM PRIVATE LIMITED 24 Diamond Harbour Road, City:- , P.O:- Amgachi, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 , PAN No.:: AAxxxxxx4G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
10	SHREEPARNA VINIMAY PRIVATE LIMITED 24 Diamond Harbour Road, City:- , P.O:- Amgachi, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 , PAN No.:: AAxxxxxx3N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
11	MADGUL MINERALS PRIVATE LIMITED 20 Ballygunge Circular Road, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 , PAN No.:: AAxxxxxx9G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
12	HAPPY HOME FISCAL SERVICES PRIVATE LIMITED 12 Lindsay Street, 1st Floor, City:- Kolkata, P.O:- Lindsay Street, P.S:-New Market, District:-Kolkata, West Bengal, India, PIN:- 700087 , PAN No.:: AAxxxxxx3B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
13	SHREEPURAM PARKS LLP 20 Ballygunge Circular Road, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 , PAN No.:: ABxxxxxx2E,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	SHITIJ REAL ESTATES LLP 2nd Floor, Alom House, 7B, Pretoria Street, City:- Kolkata, P.O:- Little Russel Street, P.S:-Park Street, District:- Kolkata, West Bengal, India, PIN:- 700071 , PAN No.:: ADxxxxxx7Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Kushal Rungta Son of Santosh Kumar Rungta 20 Ballygunge Circular Road, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx1M, Aadhaar No: 97xxxxxxxx5405 Status : Representative, Representative of : EVERNEW VINCOM PRIVATE LIMITED (as DIRECTOR)
2	Santosh Kumar Rungta Son of Late Tribeni Prasad Rungta 20 Ballygunge Circular Road, City:- , P.O:- Ballygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx9P, Aadhaar No: 51xxxxxxxx4311 Status : Representative, Representative of : MADGUL APARTMENTS PRIVATE LIMITED (as DIRECTOR), SHARNAGAT PLAZA PRIVATE LIMITED (as DIRECTOR), SHREEPARNA VINIMAY PRIVATE LIMITED (as DIRECTOR), HAPPY HOME FISCAL SERVICES PRIVATE LIMITED (as DIRECTOR)
3	Raj Kumar Rungta Son of Late Tribeni Prasad Rungta 20 Ballygunge Circular Road, City:- , P.O:- Ballygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , PAN No.:: ACxxxxxx1B, Aadhaar No: 21xxxxxxxx6795 Status : Representative, Representative of : MADGUL SERVICES PRIVATE LIMITED (as DIRECTOR), J.G PROPERTIES PRIVATE LIMITED (as DIRECTOR), MADGUL INFRASTRUCTURE PRIVATE LIMITED (as DIRECTOR), PARUL FARMS PRIVATE LIMITED (as DIRECTOR), TRANQUILITY TOWERS PRIVATE LIMITED (as DIRECTOR), LANSDOWNE TOWERS PRIVATE LIMITED (as DIRECTOR), MADGUL MINERALS PRIVATE LIMITED (as DIRECTOR), SHREEPURAM PARKS LLP (as DESIGNATED PARTNER)
4	Ashok Saraf (Presentant) Son of Santosh Kumar Saraf Sidharth Building, Flat No.5B, 14/2, Burdwan Road, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AJxxxxxx0D, Aadhaar No: 53xxxxxxxx5762 Status : Representative, Representative of : SHITIJ REAL ESTATES LLP (as DIRECTOR)

Identifier Details :

Name	Photo	Finger Print	Signature
Subhendu Chatterjee Son of Amalendu Chatterjee Gita Bhabon, Kona Road, Flat No: 302, 3rd Floor, City:- Howrah, P.O:- Santragachi, P.S:-JAGACHHA, District:- Howrah, West Bengal, India, PIN:- 711104			
Identifier Of Kushal Rungta, Santosh Kumar Rungta, Raj Kumar Rungta, Ashok Saraf			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	MADGUL SERVICES PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-3 Dec
2	J.G PROPERTIES PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-3 Dec
3	MADGUL INFRASTRUCTURE PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-3 Dec
4	PARUL FARMS PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-3 Dec
5	TRANQUILITY TOWERS PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-3 Dec
6	MADGUL APARTMENTS PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-3 Dec
7	SHARNAGAT PLAZA PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-3 Dec
8	LANSDOWNE TOWERS PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-3 Dec
9	EVERNEW VINCOM PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-3 Dec
10	SHREEPARNA VINIMAY PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-3 Dec
11	MADGUL MINERALS PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-3 Dec
12	HAPPY HOME FISCAL SERVICES PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-3 Dec
13	SHREEPURAM PARKS LLP	SHITIJ REAL ESTATES LLP-3 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	MADGUL SERVICES PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-3.30769 Dec
2	J.G PROPERTIES PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-3.30769 Dec
3	MADGUL INFRASTRUCTURE PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-3.30769 Dec
4	PARUL FARMS PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-3.30769 Dec
5	TRANQUILITY TOWERS PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-3.30769 Dec
6	MADGUL APARTMENTS PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-3.30769 Dec
7	SHARNAGAT PLAZA PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-3.30769 Dec
8	LANSDOWNE TOWERS PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-3.30769 Dec
9	EVERNEW VINCOM PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-3.30769 Dec

10	SHREEPARNA VINIMAY PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-3.30769 Dec
11	MADGUL MINERALS PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-3.30769 Dec
12	HAPPY HOME FISCAL SERVICES PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-3.30769 Dec
13	SHREEPURAM PARKS LLP	SHITIJ REAL ESTATES LLP-3.30769 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	MADGUL SERVICES PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-5.53846 Dec
2	J.G PROPERTIES PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-5.53846 Dec
3	MADGUL INFRASTRUCTURE PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-5.53846 Dec
4	PARUL FARMS PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-5.53846 Dec
5	TRANQUILITY TOWERS PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-5.53846 Dec
6	MADGUL APARTMENTS PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-5.53846 Dec
7	SHARNAGAT PLAZA PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-5.53846 Dec
8	LANSDOWNE TOWERS PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-5.53846 Dec
9	EVERNEW VINCOM PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-5.53846 Dec
10	SHREEPARNA VINIMAY PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-5.53846 Dec
11	MADGUL MINERALS PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-5.53846 Dec
12	HAPPY HOME FISCAL SERVICES PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-5.53846 Dec
13	SHREEPURAM PARKS LLP	SHITIJ REAL ESTATES LLP-5.53846 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	MADGUL SERVICES PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-288.46153800 Sq Ft
2	J.G PROPERTIES PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-288.46153800 Sq Ft
3	MADGUL INFRASTRUCTURE PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-288.46153800 Sq Ft
4	PARUL FARMS PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-288.46153800 Sq Ft
5	TRANQUILITY TOWERS PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-288.46153800 Sq Ft

6	MADGUL APARTMENTS PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-288.46153800 Sq Ft
7	SHARNAGAT PLAZA PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-288.46153800 Sq Ft
8	LANSDOWNE TOWERS PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-288.46153800 Sq Ft
9	EVERNEW VINCOM PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-288.46153800 Sq Ft
10	SHREEPARNA VINIMAY PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-288.46153800 Sq Ft
11	MADGUL MINERALS PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-288.46153800 Sq Ft
12	HAPPY HOME FISCAL SERVICES PRIVATE LIMITED	SHITIJ REAL ESTATES LLP-288.46153800 Sq Ft
13	SHREEPURAM PARKS LLP	SHITIJ REAL ESTATES LLP-288.46153800 Sq Ft

On 22-11-2021

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

Presented for registration at 18:10 hrs on 22-11-2021, at the Private residence by Ashok Saraf ,

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 12,29,60,358/-

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

Execution is admitted on 22-11-2021 by Kushal Rungta, DIRECTOR, EVERNEW VINCOM PRIVATE LIMITED (Private Limited Company), 24 Diamond Harbour Road, City:- , P.O:- Amgachi, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104

Identified by Subhendu Chatterjee, , Son of Amalendu Chatterjee, Gita Bhaban, Kona Road, Flat No: 302, 3rd Floor, P.O: Santragachi, Thana: JAGACHHA, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711104, by caste Hindu, by profession Private Service

Execution is admitted on 22-11-2021 by Santosh Kumar Rungta, DIRECTOR, MADGUL APARTMENTS PRIVATE LIMITED (Private Limited Company), 20 Ballygunge Circular Road, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019; DIRECTOR, SHARNAGAT PLAZA PRIVATE LIMITED (Private Limited Company), 20 Ballygunge Circular Road, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019; DIRECTOR, SHREEPARNA VINIMAY PRIVATE LIMITED (Private Limited Company), 24 Diamond Harbour Road, City:- , P.O:- Amgachi, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104; DIRECTOR, HAPPY HOME FISCAL SERVICES PRIVATE LIMITED (Private Limited Company), 12 Lindsay Street, 1st Floor, City:- Kolkata, P.O:- Lindsay Street, P.S:-New Market, District:-Kolkata, West Bengal, India, PIN:- 700087

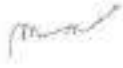
Identified by Subhendu Chatterjee, , Son of Amalendu Chatterjee, Gita Bhaban, Kona Road, Flat No: 302, 3rd Floor, P.O: Santragachi, Thana: JAGACHHA, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711104, by caste Hindu, by profession Private Service

Execution is admitted on 22-11-2021 by Raj Kumar Rungta, DESIGNATED PARTNER, SHREEPURAM PARKS LLP (LLP), 20 Ballygunge Circular Road, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019; DIRECTOR, MADGUL SERVICES PRIVATE LIMITED (Private Limited Company), 20 Ballygunge Circular Road, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019; DIRECTOR, J.G PROPERTIES PRIVATE LIMITED (Private Limited Company), 20 Ballygunge Circular Road, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019; DIRECTOR, MADGUL INFRASTRUCTURE PRIVATE LIMITED (Private Limited Company), 20 Ballygunge Circular Road, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019; DIRECTOR, PARUL FARMS PRIVATE LIMITED (Private Limited Company), 20 Ballygunge Circular Road, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019; DIRECTOR, TRANQUILITY TOWERS PRIVATE LIMITED (Private Limited Company), 20 Ballygunge Circular Road, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019; DIRECTOR, LANSDOWNE TOWERS PRIVATE LIMITED (Private Limited Company), 20 Ballygunge Circular Road, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019; DIRECTOR, MADGUL MINERALS PRIVATE LIMITED (Private Limited Company), 20 Ballygunge Circular Road, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019

Identified by Subhendu Chatterjee, , Son of Amalendu Chatterjee, Gita Bhaban, Kona Road, Flat No: 302, 3rd Floor, P.O: Santragachi, Thana: JAGACHHA, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711104, by caste Hindu, by profession Private Service

Execution is admitted on 22-11-2021 by Ashok Saraf, DIRECTOR, SHITIJ REAL ESTATES LLP (LLP), 2nd Floor, Alom House, 7B, Pretoria Street, City:- Kolkata, P.O:- Little Russel Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700071

Indefiied by Subhendu Chatterjee, , Son of Amalendu Chatterjee, Gita Bhaban, Kona Road, Flat No: 302, 3rd Floor, P.O: Santragachi, Thana: JAGACHHA, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711104, by caste Hindu, by profession Private Service


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

On 23-11-2021

Payment of Fees

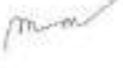
Certified that required Registration Fees payable for this document is Rs 2,00,105/- (B = Rs 2,00,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by by online = Rs 2,00,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 10/11/2021 12:00AM with Govt. Ref. No: 192021220110738131 on 10-11-2021, Amount Rs: 2,00,021/-,
Bank: AXIS Bank (UTIB0000005), Ref. No. 710042564 on 10-11-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 10/11/2021 12:00AM with Govt. Ref. No: 192021220110738131 on 10-11-2021, Amount Rs: 75,021/-,
Bank: AXIS Bank (UTIB0000005), Ref. No. 710042564 on 10-11-2021, Head of Account 0030-02-103-003-02


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

On 24-11-2021

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,00,105/- (B = Rs 2,00,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 84/-

Payment of Stamp Duty

- ⦿ Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 10/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no 117143, Amount: Rs, 10/-, Date of Purchase: 09/11/2021, Vendor name: S Mukherjee



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2021, Page from 774509 to 774613
being No 190414961 for the year 2021.



Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2021.12.27 16:44:27 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2021/12/27 04:44:27 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)

DATED THIS 22nd DAY OF November, 2021

BETWEEN

MADGUL SERVICES PRIVATE LIMITED &
ORS.

... OWNERS

AND

SHITIJ REAL ESTATE LLP

... DEVELOPER

DEVELOPMENT AGREEMENT

DSP LAW ASSOCIATES
Advocates
4D, NICCO HOUSE
1B & 2, HARE STREET
KOLKATA - 700001.