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Certified that the document is admitted to registration. The Signature Sheet and endorsement Sheet which are attached in this document are the part of this document

A.D.S.R., Howrah

30 MAR 2021

THIS DEVELOPMENT AGREEMENT made this 26th day of March Two Thousand and Twenty One;

BETWEEN

Signature

Signature

SL. NO. 9320 D. 23-03-21
NAME Ideal Riverview Projects (P) Ltd
ADDRESS 50 J.L. Nehru Road
Kolkata - 700 071
RS. 100/-

JANMOY KAR PURKAYASTHA
(STAMP VENDOR)
ALIPORE POLICE COURT
KOLKATA-27

S.K. Sinha Singh



3378

For IDEAL RIVERVIEW PROJECTS PRIVATE LIMITED
S.K. Sinha Singh
Director



3379

EDEN REALTY VENTURES PVT. LTD.
Raj Kumar
Director



3380

Soham Sen

Additional District Sub-Registrar
Howrah

26 MAR 2021

IDEAL RIVERVIEW PROJECTS PRIVATE LIMITED, (PAN AACCI6175P), a company incorporated within the provisions of the Companies Act, 1956, having its Administrative Office at 50, Jawahar Lal Nehru Road, Police Station Shakespeare Sarani, Kolkata-700 071, represented by its Director/ Authorised Signatory **Mr. Srawan Kumar Himatsingka, (PAN AAPP7844E)** son of Late D.N Himatsingka, residing at 20 Mandeville Gardens, Police Station Gariahat, Post Office Ballygunge, Kolkata-700019, duly authorised by Resolution of its board of Director dated 23.11.2020, hereinafter referred to as the **OWNER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, successions-in-office and assigns) of the **ONE PART.**

AND

EDEN REALTY VENTURES PRIVATE LIMITED, (PAN AAACL9697H), a company incorporated within the provisions of the Companies Act, 1956, having its Administrative Office at 7, Jawahar Lal Nehru Road, Police Station-New Market, Kolkata-700 013, represented by its Director/ Authorised Signatory **Mr. Arya Sumant, (PAN BYMPS8656P)** son of Mr. Sachchidanand Rai, residing at 13 Loudon Street, P.O. Circus Avenue, P.S. Shakespeare Sarani, Kolkata- 700017, duly authorised by Resolution of its Board of Directors dated 23.11.2020, hereinafter referred to as the "**PROMOTER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office and/or assigns) of the **OTHER PART:**

WHEREAS:

A. One Maharaja Sris Chandra Nandy was fully seized and possessed of and otherwise well and sufficiently entitled to All That the piece and parcel of land measuring about 63 Bighas 9 Cottahs 4 Chittacks (equal to 2097.93 Decimals) together with dwelling houses and other constructions and structures constructed thereon, lying situate at and being Premises No. 39/1 and 39/2 Shalimar Road, Police Station Shibpur, Howrah together with the right of passage leading thereto from Swarnamoyee Road over 25 feet wide strip of land together with the right of easements and appurtenances belonging thereunto (hereinafter referred to as the "**said Property**").

B. By and under an Indenture of Lease dated 25th July, 1947 (hereinafter referred to as "**the said Lease**") registered at the office of the Registrar of Assurance Calcutta in Book No. 1, Volume no. 98 at Pages 125 to 141, Being no. 3207 for the year 1947 the said Maharaja Sris Chandra Nandy granted a lease in respect of the "**said Property**" in favour of The Hanuman Estates Limited (hereinafter referred to as "**Hanuman**") for a period of 99 years commencing from 1st April 1942 on the terms and conditions contained therein.



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Additional District Sub-Registrar
Hevrah
26 MAR 2021

C. On or about 23rd February, 1952 the said Maharaja Sris Chandra Nandy died intestate leaving behind him, his wife Smt. Nelima Probha Nandy and his only son Somendra Chandra Nandy as his only legal heirs who thus became entitled to the "said **Property**". The said Smt. Nelima Probha Nandy and Somendra Chandra Nandy had jointly become the owners and fully seized and possessed of and otherwise well and sufficiently entitled to the "said **Property**" each having equal fifty per cent share and their names were duly recorded in respect of the same in the Records of Rights and/or R.S. Parchas. Subsequently the said Smt. Nelima Probha Nandy died intestate leaving behind her son, the said Somendra Chandra Nandy as her only legal heir and accordingly her fifty per cent share and interest in the said **Property** also devolved on the said Somendra Chandra Nandy.

D. By and under an Indenture dated 21st June 1963 (hereinafter referred to as "the said **Sub-Lease**") registered at the office of the Registrar of Assurance Calcutta in Book No. 1, Volume no. 119, Pages 139 to 152, Being no. 3703 for the year 1963, "**Hanuman**" had sub-leased the "said **Property**" to Asiatic Oxygen Limited for the residue of the said period of ninety-nine years on the terms and conditions contained therein.

E. By and under a Deed of Surrender dated 3rd September, 2012 registered at the office of the District Sub-Registrar, Howrah in Book no. I, C. D. Volume No. 21, at Pages- 4299 to 4311, being No. 07715 for the year 2012, Asiatic Oxygen Limited irrevocably and absolutely surrendered the "said **Sub-Lease**" together with all its entire estate, right, title, interest, entitlement, possession, claim and demand whatsoever in the "said **Property**" under the "said **Sub-Lease**" and/or by operation of law and/or otherwise in any manner whatsoever in favour of Hanuman and the same accordingly stood absolutely vested in Hanuman. The compensation and/or consideration amount payable to the said Asiatic Oxygen Limited for the aforesaid Deed of Surrender was paid by the Owner herein.

F. By and under a Deed of Surrender dated 3rd September, 2012 registered at the office of the District Sub-Registrar, Howrah in Book no. I, C. D. Volume No. 21, at Pages- 4312 to 4327, being No. 07716 for the year 2012, "**Hanuman**" irrevocably and absolutely surrendered the "said **Lease**" together with all its entire estate, right, title, interest, entitlement, possession, claim and demand whatsoever (including those which it became entitled to by virtue of the Deed of Surrender of Lease by Asiatic Oxygen Limited) in the "said **Property**" under the "said **Lease**" and/or by operation of law and/or otherwise in any manner whatsoever in favour of the said owner Sri Somendra Chandra Nandy and the same accordingly stood absolutely vested in the said Somendra Chandra Nandy. The compensation and/or consideration amount payable to "**Hanuman**" for the aforesaid Deed of Surrender was paid by the Owner herein.



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Additional District Sub-Registrar
Hewrah

26 MAR 2021

G. By and under an Indenture of Conveyance dated 3rd September, 2012 registered in Book No. I, CD Volume No. 21, Pages 4328 to 4349, Being No. 07717 for the year 2012 at the office of the District Sub-Registrar - Howrah, the said Owner Sri Somendra Chandra Nandy sold, transferred and conveyed unto and in favour of Messrs Ideal Riverview Projects Private Limited the "said **Property**" being Land and Premises Nos.39/1 and 39/2, Shalimar Road, Howrah, on as is, where is, whatsoever there is basis, free from all encumbrances whatsoever subject to the encroachment in respect of a portion of the "said **Property**" by some trespassers.

H. The area of the "said **Property**" as per the Indenture of Conveyance dated 3rd September, 2012 is 63 Bighas 9 Cottahs 4 Chittacks (equal to 2097.93 Decimals) but the available physical area as per land record and mutation under the WB Land Reforms Act is 18.3229 Acres and the same is free from encroachment and is more fully described in Part II of the First Schedule hereunder written and is the subject matter of this Agreement. Neither the remaining portion of the said Property is mutated and/or recorded in the name of the Owner nor the Owner is in physical possession thereof and the Owner has no liability or obligation whatsoever towards the Developer in respect of such area.

I. In the premises aforesaid, Messrs. Ideal Riverview Projects Private Limited became seized and possessed of or otherwise well and sufficiently entitled as the sole and absolute Owner in respect of the "said **Property**", on an as is, where is, whatsoever there is basis free from any encumbrances whatsoever subject to the encroachment in respect of a portion of the said Property by some trespassers.

J. Messrs. Ideal Riverview Projects Private Limited, the Owner herein duly got its name mutated as the Owner in respect of the "said **Property**" in the records of the Howrah Municipal Corporation and further duly applied for and got the said 2 (two) premises being Premises Nos.39/1 and 39/2, Shalimar Road amalgamated and renumbered as Premises No.39/1, Shalimar Road in the records of the Howrah Municipal Corporation vide Memo No.495/13-14 A.I. dated 17th April, 2013.

K. Messrs. Ideal Riverview Projects Private Limited, the Owner herein also caused mutation of its name in respect of portion of the land comprised in the "said **Property**" measuring about 18.3229 Acres (equivalent to 55 Bigha 8 Cottah 8 Chittaks 26 Square Feet) more or less in the records of the concerned B.L. & L.R.O under the provisions of West Bengal Land Reforms Act 1955 hereinafter referred to as the '**Said Land**' (more fully and particularly described in Part II of the *First Schedule* hereunder written).

L. The Competent Authority & Sub-Divisional Officer (Sadar), Howrah vide its Memo No. 26/UL dated 31st January, 2017 issued an NOC in favour of Ideal Riverview Projects Private Limited confirming that the several Plots of Land comprised in L.R. Dag Nos. 39, 40, 42, 60, 61, 62 and 63 under L.R. Khatian No.9, Sheet No.170, L.R. Dag Nos. 6, 7, 8, 9, 10, 11,12, 13, 14, 15, 16, 17, 21, 22 and 24 under L.R. Khatian No.15, Sheet No. 179, L. R. Dag Nos. 1, 2 and 11 of L. R. Khatian No. 17, Sheet No. 180 and L. R. Dag Nos.12 and 13 of L. R. Khatian No. 170, Sheet No. 169 of Mouza and Police Station Howrah, Ward No. 39 under Howrah Municipal Corporation comprising land with building measuring area 61358 Square Meters being portion of the "said Land" does not come under the purview of the Urban Land (Ceiling and Regulation) Act, 1976.

M. The Owner had created an registered mortgage by deposit of title deeds in respect of the "said Property" in favour of the Kotak Mahindra Investments Ltd. and had given the said Property as security for due repayment of the loan amount along with interest thereon (hereinafter referred to as "the said Mortgage") which is subsisting at present.

N. Pursuant to the understanding made between the Owner and the Promoter relating, inter alia, to development of the said Land, the Promoter has made payment of **Rs. 35,00,00,000/-** (Rupees thirty five crores only) to the Owner towards Security Deposit as fully mentioned hereinafter and has carried out Due Diligence regarding the ownership, right, title and interest of the Owner in respect of the said Land and has fully satisfied itself regarding the same.

O. The parties hereto have agreed to record the terms and conditions for the development of the "said Land" and construction of the proposed Buildings Complex thereat by the Promoter herein.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties as follows :-

1. **DEFINITIONS :**

Unless in this agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings:-

ARCHITECT - shall mean the Architect and/or Engineer, who may be retained and/or appointed by the Promoter for designing, planning and supervising the carrying out of the development of the "said Land" as also construction of the proposed building complex as per the sanctioned plan as also the Municipal Laws and the Building Rules.

ASSOCIATION - shall mean an Association registered under the West Bengal Apartment Ownership Act, 1972 or the West Bengal Societies Registration Act, 1961 or such other similar Act and the same to be formed by the Promoter for the Common Purposes and having such rules, regulations and restrictions as may be deemed proper and necessary by the Promoter and the same not inconsistent with the provisions and covenants herein contained.

AUTHORITY- shall mean the Housing Industry Regulatory Authority established under the West Bengal Housing Industry Regulation Act 2017 (WBHIRA).

ALLOTTEES - according to the context shall mean all the intending prospective or actual buyers/transferees, who would agree to acquire or shall have acquired on ownership basis or otherwise any Unit in the said Project and for all unsold Unit and/or Units shall mean the Owner and the Promoter in their respective revenue sharing ratio.

BUILDING COMPLEX/COMPLEX - shall mean and include buildings consisting of residential Flats, servant's quarters, parking spaces and commercial spaces and other spaces to be constructed at or upon the "said Land" as per the plan to be sanctioned by Howrah Municipal Corporation and/or approved by the competent authority and as per Municipal Laws and the Building Rules.

BUILT UP AREA- shall mean carpet area plus 100% area of the external walls which are not shared and 50% area of the external walls shared by the unit and the adjacent unit and 50% area of the walls shared by the unit and the common facilities like lift lobbies, stairs, corridors and so on plus the balcony area or verandah, if any.

CARPET AREA- shall according to its context mean the net usable floor area of a unit excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah or open terrace area, but including the area covered by the internal partition walls of the unit.

COMMON AREAS, FACILITIES AND AMENITIES - shall mean and include the entirety of the said Land, lifts, lift lobbies, fire escapes, entrances and exits of the building corridors, hallways, stairways, internal and external passages, passage-ways, basement, terraces, parks, play areas, pump house, overhead water tanks, reservoirs water pumps and motors, open parking areas drive-ways, common lavatories, common storage spaces, electricity installation rooms, gas bank, and other spaces to be reserved by the Promoter and the Owner, overhead water tanks, water pumps and motors, drive-ways, common lavatories, Generator and generator room, transformer, Generator, roof top

solar panels and other facilities and all commercial facilities in the building Complex which may be provided by Promoter and required for establishment, location, enjoyment, provisions, maintenance and/or management of the building Complex as would be decided by Promoter after sanction of plan.

COMMON EXPENSES - shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services to the Allottees and all other expenses for the Common Purposes including those as may be decided by the Promoter after sanction of plan and the same to be proportionately contributed, borne and paid by the Allottees Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge by the Allottee of such Unit.

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

COMPLETION CERTIFICATE- shall mean the completion certificate and such other certificate by whatever name called issued by the Howrah Municipal Corporation or other competent authority/Architect certifying that the Complex/Project has been developed in accordance with the sanctioned plan lay out plan and specifications. The Completion certificate can be obtained phase-wise.

DATE OF COMMENCEMENT- this Agreement shall be deemed to have commenced on and with effect from the date of execution hereof.

DEPOSITS/EXTRA CHARGES/TAXES - shall mean the amounts to be collected by the Promoter from the Allottees of the Units or their respective transferees as the case may be on account of only the following :

- (a) Stamp duty, registration fee and other costs and expenses for execution and registration of deeds, documents and agreements etc. relating to the Units.
- (b) Cost of extra work carried out exclusively at the instance of Allottees of the Units at the Building Complex.
- (c) Goods & Service Tax (G.S.T.) and other rates and taxes as may be payable on the sale/transfer of the Units.

- (d) Association formation charges.
- (e) Legal charges payable to the Advocates by the Allottees.
- (f) Deposits/advances against rates and taxes and maintenance charges of the Units.
- (g) Transformer/H.T. Service Charges.
- (h) Generator Charges.

FORCE MAJEURE - shall have the same meaning as defined in the explanation to Section 6 of The West Bengal Housing Industry Regulation Act, 2017.

MAINTENANCE-IN-CHARGE - shall mean the Association after it is formed or any agency to be employed/appointed by the Promoter and handing over charge of the Common Areas facilities and amenities at the Complex by the Promoter to such Association or Agency for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Promoter.

MARKETING - shall mean marketing, selling, leasing, letting out or otherwise dealing with or disposing of Units and other spaces in the building complex by the Promoter through their own or other marketing agency.

MARKETING AGENCY - shall mean the agency, who shall be appointed by the Promoter for sale or otherwise marketing of the Units comprised in the Building Complex.

MARKETING EXPENSES - shall mean all costs, charges and expenses relating to or in connection with marketing of the Units comprised in the building Complex, such as, fees or brokerage of Marketing Agent, advertisement expenses and such other expenses which shall be entirely borne and paid by the Promoter without any liability of the Owner.

MUNICIPALITY - shall mean and include the Howrah Municipal Corporation.

OCCUPANCY CERTIFICATE- shall mean the occupancy certificate or such other certificate by whatever name called and the same issued by the Howrah Municipal Corporation and other competent authority permitting use and occupation of the building Complex and the Units and other spaces thereat as provided under the Municipal Laws and other local laws, which has provision for civic infrastructure such as water, sanitation, electricity, lifts, etc.

OWNER - shall mean and include Messrs. Ideal Riverview Projects Pvt. Ltd. and its successor or successors in interest and/or assigns.

OWNER'S ALLOCATION - shall mean 25 % (twenty five) per cent of the Sale Proceed of the Units of the building complex as per the provisions contained in Clause 12.2(a) hereunder.

PARKING SPACE - shall mean all the spaces, whether open or covered, of the Building Complex expressed or intended to be reserved for parking of motor cars.

PLAN - shall mean the plan to be sanctioned by Howrah Municipal Corporation and other sanctioning authority for construction of the building complex /Project and all modifications and/or alterations thereto from time to time made or to be made by the Promoter either under advice or on the recommendation of the Architect or agreed upon between the parties from time to time and approved by the sanctioning authorities.

PROMOTER shall mean and include **Messrs. Eden Realty Ventures Private Limited**, and its successor or successors-in-interest and/or assigns.

PROMOTER'S ALLOCATION - shall mean 75% (seventy five) per cent of the Sale Proceed of the Units of the building complex as per the provisions contained in Clause 12.2(b) hereunder.

PROJECT - shall mean and include the project of Development of the "said Land" and construction of the Building Complex by the Promoter for Sale on ownership or otherwise disposal of Units thereat.

PROPORTIONATE OR PROPORTIONATELY - according to the context shall mean the proportion in which the built up area of any Unit or Units may bear to the total built-up area of all the Units in the Complex.

SAID LAND- shall have the meaning as ascribed to it in Recital K and more fully and particularly described in Part II of the *First Schedule* hereunder written.

SALE PROCEEDS - shall have the meaning as defined in Clause 12.3 hereunder.

TITLE DEEDS - shall mean the documents of title of the Owner in respect of the Said Property mentioned in Recitals E, F and G hereinabove.

TRANSFER - with its grammatical variations shall include a transfer of space in multi-storied buildings in favour of the Allottees thereof as per law.

UNITS - shall mean the Residential Flats, Servant's quarters, Car Parking Spaces, Commercial Spaces and other spaces comprised in the Complex which

are capable of being enjoyed as a Unit along with Common Areas, Facilities and Amenities and/or are capable of being dealt with or transferred by the Owner and the Promoter.

2. INTERPRETATIONS:

- 2.1. Any reference to statute shall include any statutory extension or modification and the re-enactment of such statute and the rules, regulations or orders made there under.
- 2.2. Any covenant by the Promoter and/or the Owner not to do or commit any act deed or thing shall mean and include their respective obligations not to permit such act or thing to be done or committed.
- 2.3. Reference to recitals, Clauses and the schedules shall be deemed to be reference for those in this Agreement.
- 2.4. The paragraph headings used in this Agreement are for convenience only and shall not form part of this Agreement nor control the construction or interpretation of the clauses under the headings.
- 2.5. The recitals and the schedule and any other document referred to in this Agreement by reference shall form integral part of the Agreement.
- 2.6. In this Agreement, unless the context otherwise requires, any reference to words importing singular shall include the plural and vice versa and the words importing a gender shall include every gender and the references to persons shall include bodies corporate and unincorporated.
- 2.7. When calculating the period or time within which or following which any act is to be done or step to be taken pursuant to this Agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- 2.8. The words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or clause thereof.
- 2.9. Any reference to any agreement, contract, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.

3. **DATE OF COMMENCEMENT:**

- 3.1. This Agreement shall be deemed to have commenced on and with effect from the date of execution of this Agreement.

4. **MUTUAL WARRANTIES & COVENANTS:**

- 4.1. The Owner of the One Part and the Promoter abovenamed of the Other Part jointly and severally represent, warrant and covenant with each other as follows:

- (a) They are competent as also authorised to enter into this Development agreement and to perform their respective obligations hereunder.
- (b) This Agreement constitutes valid, legally binding and enforceable obligations;
- (c) Both the Owner and the Promoter shall take such further steps and do or commit such further acts, and also execute and deliver such further instruments and documents, and generally to do all such other things as may be reasonably necessary to accomplish the Development of the "said Land" and/or construction of the proposed building complex by the Promoter as contemplated in this Agreement; and
- (d) The execution, delivery and performance of this Agreement is not intended to, does not and will not conflict with or cause a breach of or constitute a default under any judgement, injunction, order, decree or any agreement or other instrument binding upon the Owner and/or the Promoter.

5. **OWNER'S REPRESENTATIONS:** The Owner declares and confirms to have made the under-mentioned various representations and assurances to the Promoter.

- 5.1. The Owner is the sole and absolute Owner in respect of the said Land by virtue of the purchase mentioned above.

- 5.2. The "said Land" is free from all encumbrances, mortgages, charges, liens, lispendens, claims, demands, liabilities, acquisitions, requisitions, alignments, attachments, leases, tenancies, debutter and trusts whatsoever, save and except the mortgage by deposit of title deeds in respect of the "said Property" in favour of the Kotak Mahindra Investments Ltd. as security for due repayment of the loan obtained by the Owner and the interest and other charges in respect thereof.

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- 5.3. The Owner declares and confirms that no School/Educational Institution, Social/Local Club or Office of Political Party is situated within the "said Land" and that no portion of the "said Land" is being used for any of the said purposes.
- 5.4. The Owner has full power and absolute authority to enter into the instant Development Agreement as also to entrust the development of the "said Land" to the Promoter and that there are no bar or restraint order of any Court of Law nor any other impediment for the Owner to entrust the development of the "said Land" to the Promoter as per the terms herein recorded and that the Owner has not entered into any Agreement and/or Arrangement and/or Understanding with any person or party (except with the Promoter herein) for sale and/or development or otherwise disposal of the "said Land".
- 5.5. The municipal corporation tax and all other rates, taxes, impositions, land revenue and outgoings whatsoever on account and in respect of the "said Land" have been paid by the Owner and that in case any amount being found to be lawfully due and payable on account of such rates and taxes for the period up to the date of execution of this Agreement, the Promoter herein shall be at liberty to pay the same in the name and on behalf of the Owner and in such event, the Owner shall pay and/or reimburse the same to the Promoter provided however that the Owner shall not be liable to pay and/or reimburse, if the payment is made wrongly by the Promoter.
- 5.6. There are no subsisting agreement or arrangement entered into by the Owner concerning sale, lease, tenancy, development or otherwise transfer of "said Land" or any part thereof (except with the Promoter herein) nor has the Owner dealt with the said Land in any manner contrary to this Agreement other than the Share Purchase Agreement executed in respect of the shares of the Owner;
- 5.7. The "said Land" is not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever or howsoever and there was or is no Certificate case or proceeding against the Owner for realization of the arrears of Income Tax or other taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force.
- 5.8. The Owner shall not do or permit anyone to do any act, deed, matter or thing which may affect the development, construction and marketability



of the project or which may cause encroachments, litigations, trusts, liens, lispendens, attachments and liabilities on the "said Land".

6. **PROMOTER'S REPRESENTATIONS:**

- 6.1. The Promoter has sufficient knowledge and expertise in the matter of development of immovable properties and construction of new buildings.
- 6.2. The Promoter has sufficient means of necessary finance as may be required for carrying out the development of the "said Land" and/or the construction of the said building complex thereat.
- 6.3. The Promoter has full power and absolute authority to enter into the instant Development Agreement as also to take up the development of the "said Property" and that there are no bar or restraint order of any Court of Law nor any other impediment for the Promoter to take up the development of the "said Property" as per the terms herein recorded.
- 6.4. The Promoter shall carry out and complete the development of the "said Property" and/or construction of the Building Complex within the agreed time, strictly in accordance with the Plan to be obtained sanction from the Howrah Municipal Corporation and the same as per the specifications mentioned in the *Second Schedule* hereunder written and in accordance with the relevant Municipal Laws and Building Rules relating to the development of immovable properties and/or construction of new buildings and further strictly as per the provisions contained in these presents and as per the provisions laid down in The West Bengal Housing Industry Regulation Act, 2017.
- 6.5. Prior to the execution of this Agreement, the Owner has furnished to the Promoter copies of all deeds and documents relating to the said Property and has also answered and complied with all requisitions of the Promoter relating to the said Land and the Promoter has independently carried out due diligence, investigation of title and searches in respect of the said Land and the Owner's right, title and interest therein and the Promoter has satisfied itself fully regarding the same. All rates, taxes and impositions in respect of the "said Property" shall be duly paid and discharged by the Promoter for the period subsequent to the date of execution of this Agreement.
- 6.6. The Promoter have caused survey and measurement of the said Land/Property as mentioned in Part II of Schedule I hereunder written and has fully satisfied itself regarding the physical land area and measurements of the said Land.



7. DEVELOPMENT WORK:

- 7.1. The Owner has duly appointed and/or hereby appoints the Promoter as the developer and/or builder and further entrust to the Promoter herein the development of the "said Land" and/or construction of the said project of the building complex thereat as per the mutually agreed specifications mentioned in the *Second Schedule* hereunder written and as per the sanctioned plan and on the terms herein recorded.
- 7.2. The Promoter hereby accepts its appointment as the builder and/or developer in respect of the "said Land" and further agrees and undertakes to develop, construct and complete at its own costs the said project of development of the "said Land" and construction of the building complex thereat in the manner and within the time and on the terms and conditions herein recorded.

8. PROMOTER'S OBLIGATIONS/COVENANTS:

- 8.1. In consideration of the premises and subject to the provisions contained in these presents, the Promoter hereby agrees and undertakes to carry out at its own costs the said work of Development of the "said Land" and/or construction of the said building complex and to complete the same in accordance with the sanctioned plan and as per the Municipal laws and building rules and further as per the specifications mentioned in the *Second Schedule* hereunder written.
- 8.2. The Promoter herein shall be responsible to arrange from its own sources and at its own costs all necessary finances and/or funds and/or moneys as may from time to time be necessary or required for completing and/or carrying out the development of the "said Land" and/or construction of the said building complex within the agreed time and in the agreed manner and in this respect, the Owner shall not in any manner be liable or responsible.
- 8.3. The Promoter shall not require the Owner to provide or arrange for finance for the Project and/or to pay any costs towards construction, completion of the development of the "said Land" and/or construction and marketing of the said proposed building complex.
- 8.4. The Promoter shall at its own costs, charges and expenses including the Sanction Fees duly apply for and obtain necessary Plan or Plans sanctioned by the Howrah Municipal Corporation as also all necessary sanctions, permissions, clearances, consents, approvals, registrations, licenses and No objections (collectively "Approvals") from the concerned departments including under WBHIRA as may be required

for commencing, carrying out and completing the development of the "said Land" and/or construction of the said building complex by fully utilizing the maximum sanctionable F.A.R. available as per provision of Municipal Laws. Such sanction of plan as also the required permissions, clearances, Approvals and No Objections may be obtained by the Promoter at its own costs in the name of the Owner and in this regard, the Owner hereby authorizes and empowers the Promoter and agrees to grant a Power of Attorney in favour of the Promoter and/or its nominees.

- 8.5. The Promoter shall obtain all Approvals and registration under WBHIRA and launch/commence sales of the Project within 9 months from the date of execution of this Agreement and commence construction of the Building Complex within 12 months from the date of execution of this Agreement. The construction of the Building Complex will be made in phases. The development of the "said Land" and/or construction of the said building complex shall be made complete in all respect by the Promoter including all Common Areas, facilities and amenities like installation of lifts, tube well, electrical connection and fittings, water pumps, municipal water, sewerage and drainage connections, plumbing and sanitary fittings as also over-head and under-ground water reservoirs, etc. and the Promoter shall obtain full occupation certificate and full completion certificate regarding the entire Project within the agreed time mentioned in Clause 8.10 below. All the units in the said building complex shall be made habitable fitted with necessary electrical and sanitary fittings and fixtures and lifts.
- 8.6. The Promoter shall carry out and/or complete the said development work and/or construction of the proposed building complex by use of standard quality building materials, sanitary and electrical fittings mentioned in the *Second Schedule* hereunder written and as may be modified as per the recommendation of the Architect. In carrying out the construction of the proposed building complex, the Promoter shall use the steel and cement strictly as per the specifications, sizes and quality as may be recommended by the Architect and mentioned in the *Second Schedule* hereunder written. It is made clear that no sub-standard material shall be used for completing the construction of the proposed building complex.
- 8.7. The Promoter herein shall solely be responsible for the structural stability of the building complex and for the quality of materials and soundness of the construction, workmanship, etc. and be liable for all claims, liabilities, expenses, damages, losses and actions, which may



arise due to deviation from the sanctioned plan and/or breach, infringement or violation of the municipal laws or other state laws.

- 8.8. The Promoter hereby indemnifies and agrees to keep the Owner fully indemnified and harmless against all third party or other claims, liabilities, expenses, damages, losses and actions arising out of any act of commission or omission on the part of the Promoter in relation to the said project of development of the "said Land" and/or construction, marketing and/or sale of the said building complex.
- 8.9. The Promoter shall at its own costs duly apply for and obtain electricity, water, sewerage and drainage connections at the building complex and shall also obtain necessary occupation certificate and completion certificate from the Municipality as be required under the Municipal laws.
- 8.10. The Promoter shall complete the development of the "said Land" and/or construction of the building complex and obtain full occupation certificate and full completion certificate regarding the entire Project within 7 (Seven) years from the date of this Agreement with a grace period of further 6 (six) months, unless prevented by acts of God and/or force majeure reasons.
- 8.11. The Promoter herein shall, on and from the date hereof, hold possession for the purpose of development/construction of the "said Land" and be responsible for the safety and security thereof. Accordingly, the Promoter shall at its own costs post Durwans and guards and make all required arrangements for the safety and security of the "said Land" and the project.
- 8.12. The Promoter shall apply for and obtain the registration and/or approval of the Project from the concerned authority under the West Bengal Housing Industry Regulation Act, 2017 and/or any other applicable real estate law and the applicable Rules and Regulations thereunder (hereinafter collectively referred to as "WBHIRA") in accordance with law and all costs, charges, expenses, outgoings and fees that may be required to be incurred and/or paid in connection with the same shall be borne and paid by the Promoter.
- 8.13. All the functions, duties and obligations of the 'Promoter' under WBHIRA shall be fully and solely complied with by the Promoter. All filings, submissions and compliances required to be made under WBHIRA shall be the sole responsibility and liability of the Promoter. In the event of any interest, penalty, compensation, liability and/or other amounts becoming payable under and/or pursuant to WBHIRA and/or



any other applicable law (including to Allottees and third parties) and/or any punishment being ordered for any offence on any account whatsoever, then the same shall be the sole liability, obligation and responsibility of the Promoter, who shall bear, pay and suffer the same.

- 8.14. The Promoter hereby indemnifies and agrees to keep the Owner fully indemnified and harmless against all actions claims demands losses damages liabilities, expenses, etc. whatsoever regarding all matters, filings, submissions, compliances, obligations, responsibilities, actions, proceedings, liabilities, punishments, offences etc. under WBHIRA including but not limited to those mentioned in Clauses 8.12 and 8.13.

9. OWNER'S OBLIGATIONS/COVENANTS :

- 9.1. The Owner has duly made available to the Promoter the vacant and peaceful possession for the purpose of development/construction of the "said Land" on or before execution and registration of the instant Development Agreement on the understanding that the Owner is and shall be deemed to be in possession of the said Land.
- 9.2. The Owner has duly handed over to the Developer all required permissions including all certificates relating to mutation and conversion in respect of the "said Land" in originals as also the required permission and/or clearance of ULC and the receipts evidencing up-to-date payment of land related taxes.
- 9.3. The Owner herein shall bear and pay the land revenue, municipal taxes and all other rates, taxes and outgoings on account and in respect of the "said Land" for the period up to the date of execution of this Agreement.
- 9.4. The Owner shall render its best co-operation and assistance to the Promoter in the matter of commencing, carrying out and completing the development of the "said Land" and/or construction of the said building complex, as may from time to time be necessary or required;
- 9.5. The Owner shall not do nor permit anyone to do or commit any act deed matter or thing, which may in any manner cause obstruction and/or interference in the Promoter carrying out and completing the development of the "said Land" and/or construction of the said building complex in terms of this Agreement.
- 9.6. The Owner shall sign execute and deliver all necessary papers, applications, plans, sketches, maps, designs and other documents as may from time to time be reasonably required by the Promoter for

obtaining necessary sanctions, permissions, Approvals and/or No Objection Certificates from the appropriate government authorities and/or departments including the obtaining of necessary Sanctioned Plan from the Howrah Municipal Corporation in the name of the Owner and also for carrying out the construction of the building complex and/or development of the "said Land".

9.7 The Owner shall not create any further encumbrance in respect of the "said Land" except the existing mortgage in favour of Kotak Mahindra Investments Ltd.

9.8 Simultaneously with the execution hereof, the Owner has granted Power of Attorney in favour of the Promoter and/or its nominee/s authorizing and/or empowering it/him/them to do all acts deeds matters and things, to carry out Development of the "said Land" and Construction of the building complex in conformity with the terms and conditions of this Agreement and to appear and represent the Owner before the Municipality and all the Government authorities and/or departments and also to apply for and obtain all sanctions, permissions, clearances, approvals and no objections from the concerned authorities and/or departments as also to obtain telephone, electricity, gas and other connections at the Land and/or the Building Complex and/or Units and to do all acts deeds matter and things for carrying out and completing the Project and further to sign execute and register all agreements contracts, deeds and documents for sale or otherwise disposal of the "Units" and "other saleable spaces" of the proposed building complex after sanction of Plan and registration under WBHIRA. The Power of Attorney granted by the Owner as aforesaid shall form an integral part of this Agreement and shall at all times be co-existent and co-terminus with this Agreement. It is expressly made clear that the Owner shall not have any financial or other liability to any person or entity by virtue of any power exercised by the Promoter and/or its nominee/s pursuant to the Power of Attorney save and except obligation towards transfer of title of "Units" of the Project in terms of this Agreement and the Promoter hereby indemnifies and agrees to keep the Owner fully indemnified in this regard. Notwithstanding anything to the contrary contained in this Agreement and/or the Power of Attorney and/or elsewhere, it has been expressly agreed between the parties that the power to execute any final document/deed including Deed of Conveyance/Sale/Transfer transferring title in respect of any Unit in favour of any Allottee can be exercised by the Promoter and/or its nominee/s only if (i) there is no delay or default in timely payment of the Owner's Share of Sale Proceeds in respect of the Project in terms of this Agreement, full consideration amount has been received in respect

of the Unit regarding which the Deed is to be executed and (ii) only after the Completion/ Occupancy Certificate in respect of such Unit has been issued by the Howrah Municipal Corporation.

- 9.9. It is hereby agreed that making over possession of the "said Land" to the Promoter for the purpose of development / construction as recorded in Clause No. 9.1 above, is not intended to be in part performance as contemplated by Section 53A of the Transfer of Property Act, 1972 and shall not be construed as transfer in terms of Section 2(47) of the Income Tax Act, 1961.

10 CONSTRUCTION WORK:

- 10.1 The construction of the said building complex shall be strictly as per the Municipal Laws and/or the Building rules, regulations and byelaws framed there under and the same strictly in accordance with the sanctioned plan.
- 10.2 The Promoter hereby indemnifies and agrees to keep the Owner absolutely indemnified and harmless against all actions claims demands losses damages liabilities, expenses, etc. whatsoever as may be made relating to construction, marketing and/or sale of the said building complex and/or the said development work being in deviation from the sanctioned plan and/or in breach or violation of the Municipal Laws and/or the Rules, regulations and bye-laws there under and/or under this Agreement and/or due to any negligence, accident, mishaps, act and omissions.
- 10.3 The Promoter herein shall be entitled to appoint and employ such masons, mistries, engineers, contractors, managers, supervisors and other employees for carrying out the said development work and/or construction of the said building complex as the Promoter shall think proper. In this respect, it is made clear that the Promoter herein shall solely be responsible and/or liable for payment of salaries, wages, and/or remuneration of the masons, mistries, supervisors, contractors engineers, chowkidars and durwans as also other staff and employees, who may be appointed and/or employed by the Promoter for carrying out the said development work and/or construction of the building complex and in this respect, the Owner shall not in any manner be responsible or liable.
- 10.4 The Promoter herein shall at its discretion retain and appoint such Architect, Engineer and Contractor for carrying out of the said development work and/or construction of the building complex, as the



Promoter shall think proper. The Promoter herein shall however solely be responsible for payment of all remunerations and/or fees of the Architects, Engineers and Contractors as may be appointed by the Promoter and in this respect the Owner shall not in any manner be responsible or liable.

- 10.5 The works of development of the "said Land" and/or construction of the proposed building complex by the Promoter shall be by use of best quality building materials and the same as per the recommendations of the Architects and also as per the mutually agreed specifications mentioned in the *Second Schedule* hereunder written.
- 10.6 All costs charges and expenses for and on account of the carrying out and/or completing the development of the "said Land" and/or construction of the building complex and its marketing and sales shall be paid, incurred, borne and discharged by the Promoter and in this respect, the Owner shall not in any manner be liable or responsible.
- 10.7 The Promoter shall solely and exclusively be liable for registering the Project and complying with all provisions of Real Estates Regulation Act or West Bengal Housing Industry Regulation Act without any obligation or liability of the Owner in any manner.
- 10.8 The Promoter hereby agrees and confirms that the Owner would not suffer due to any acts, omissions, lapses and/or negligence on the part of the Promoter in carrying out the development or construction work as per this Agreement and/or due to any accidents or mishaps.

11 PUBLICITY & MARKETING:

- 11.1 The Promoter shall be entitled to and also responsible to cause the required publicity for marketing and sales of the project and the said building complex including the Units thereof.
- 11.2 The Promoter may retain and appoint suitable advertisement agency, brokers and sales agents for causing marketing and sales of Units of the said building complex and the same at such remuneration, brokerage and commission and on such terms and conditions as the Promoter would think proper.
- 11.3 The costs, charges and expenses as may be incurred on account of publicity and marketing and sales of the project of the building complex would solely be paid by the Promoter and in this regard the Owner shall not in any manner be liable.

12 ALLOCATION OF SALE PROCEED:

- 12.1 The Owner and the Promoter have mutually agreed that the minimum consideration price of the Units of the building complex shall be mutually agreed between the parties in writing ("**Minimum Consideration Price**") which shall be revised by the Owner and the Promoter mutually in writing from time to time. The Promoter would sell, transfer or otherwise dispose of the Units of the building complex in favour of the Allottees, either on Ownership basis or otherwise at such consideration price and on such terms and conditions as the Promoter shall from time to time at its discretion decide subject to the condition that such consideration price is not less than the then prevailing agreed Minimum Consideration Price.
- 12.2 It has been agreed that the amounts of the Sale Proceeds defined in Clause 12.3 below, which the Promoter would from time to time receive and/or realize and/or be entitled to receive and/or realize on account and in respect of sale or otherwise disposal of the Units of the building complex shall be allocated and/or distributed between the Owner and the Promoter in the manner following :-
- (a) The Owner shall be entitled to **25 (twenty-five) percent** of the total Sale Proceeds in respect of the Units of the building complex and the Owner's such share of Sale Proceeds is hereinafter called "**Owner's Allocation**", in consideration of the Owner permitting the Promoter to undertake at its own costs the development of the "said Land" and/or construction of the proposed building complex;
 - (b) The Promoter shall be entitled to **75 (seventy-five) percent** of the total Sale Proceeds in respect of the Units of the building complex and the Promoter's such shares of Sale Proceeds is hereinafter called "**Promoter's Allocation**", in consideration of the Promoter at its own costs undertaking the carrying out and completing the development of the "said Land" and/or construction of the building complex;
- 12.3 For the purpose of this Agreement, the expression "**Sale Proceeds**" shall mean all amounts as may be received and/or realized by the Promoter on account of sale or otherwise disposal from the Allottees of Units (including car parking spaces, servant quarters, open terraces, preferential location charges, floor height escalation charges, etc. at the Building Complex including those on account of interest, if any, on account of delayed payment of the consideration as also all other

amounts that may be received and/or realized from the Allottees of Units on account of penalty, compensation and/or forfeited amount and/or transfer/nomination fee, etc. The Deposits/Extra Charges/Taxes are however excluded from the Sale Proceeds.

- 12.4 The 30 (thirty) per cent of Sale Proceeds of the Project which the Promoter is entitled to withdraw unconditionally and without any restrictions under WBHIRA shall be first utilized for payment of the Owner's Allocation Accordingly, the Owner's Allocation shall not be subject to or affected by any conditions or restrictions under WBHIRA and shall be paid immediately to the Owner.
- 12.5 All the Sale Proceeds in respect of sales of all the Units at the Building Complex shall be deposited only in a separate escrow account to be opened and operated by the Promoter ("**Sale Consideration Escrow Account**") with the standing instructions to the concerned Bank to disburse at the end of every day the amounts deposited in the Sale Consideration Escrow Account in the following manner:
- (a) 25 per cent of the Sale Proceeds shall be transferred to a bank account of the Owner.
 - (b) 75 per cent of the Sale Proceeds shall be transferred to a separate bank account to be opened and operated by the Promoter.

The Promoter agrees and undertakes not to deposit the Sale Proceeds or any part thereof in any account other than the Sale Consideration Escrow Account. Any discrepancy in accounts shall be reconciled and adjusted quarterly.

- 12.5.i The Sale Proceeds transferred to the Promoter's Bank Account in terms of Clause 12.5(b) above shall be withdrawn and/or used and/or utilized by the Promoter in accordance with the West Bengal Housing Industry Act, 2017 and the Rules and Regulations thereunder as applicable to the whole project. The Sale Proceeds transferred to the Owner Bank Account in terms of Clause 12.5(a) above shall be withdrawn and/or used and/or utilized by the Owner in any manner it chooses without any restriction whatsoever.
- 12.6 On expiry of every quarter year after commencement of the work of development in respect of the "said Land" and construction of the proposed buildings complex, the parties hereto shall enter into and settle the accounts of the amounts received and/or realized towards the Sale Proceeds till that stage. If it is found that any party has received less

than its allocation of Sale Proceeds mentioned in Clause 12.5 above distributable till that time, then the difference amount payable to such party shall be paid by the other party within 30 days.

- 12.7 The Promoter shall be entitled to negotiate with the prospective Allottees of Units and other spaces areas rights and benefits at the proposed building complex and enter into agreements for sale or otherwise transfer of the same and the same at or for such consideration and on such terms and conditions as the Promoter shall at its discretion think proper subject to the condition that such consideration is not less than the then prevailing agreed Minimum Consideration Price and also to receive earnest moneys, part payments and consideration amounts which shall be dealt with by the Owner and the Promoter in the manner as stated in Clause 12.5, 12.5A above.
- 12.8 Subject to the compliance of all terms and conditions of this Agreement, the areas in the Building Complex remaining unsold after expiry of a period of 2 years from the date of receipt of the Completion Certificate shall be divided and allocated between the Owner and the Promoter in the same ratio as the Sale Proceeds and the parties while selling their respective allocations after such division shall comply with all terms and conditions as applicable to other Allottees. The sale proceeds realised from such unsold units shall be appropriated by the Owner or Promoter solely and exclusively for their respective portions. The Goods and Service Tax in respect of such unsold areas shall be collected and paid by the parties respectively in respect of the respective areas allocated to them. The Promoter agrees and undertakes to make payment of all outstanding loans and/or advances with interest and other charges relating to the allocation to be made in favour of the Owner and obtain No Dues Certificate and Release Letter in respect thereof prior to the date of expiry of the 2 years period so that such allocation is free from all encumbrances, mortgages, charges, liabilities, etc.
- 12.9 The Parties hereto hereby agree that all agreements, contracts, deeds and documents for sale or otherwise disposal of the Units of the building complex shall be drawn up on terms, conditions and covenants as the Promoter shall think proper.
- 12.10 The parties hereto hereby also agree that no consent or authority of the Owner shall be required in the matter of the Promoter entering into contracts or agreements for selling or otherwise disposing of the Units/Saleable spaces of the building complex and in the matter of the Promoter receiving and/or collecting the earnest moneys, part payment and consideration moneys from the intending buyers.



12.11 The parties hereto hereby further agree that the Promoter herein shall at all times be entitled to install and/or affix hoardings, signage, bill-boards etc. at the "said Land" either of its own and/or its Group/associate companies and/or its said brand "Eden".

13 MORTGAGE:

13.1 a. The Owner had taken a principal loan of Rs. 50 Crores vide Account No. CRF - 2401, & CRF - 2960 from Kotak Mahindra Investments Limited against registered mortgage of the said Land and that substantial repayment of the principal loan and interest has already been made by the Owner. At present approximately Rs. 26,00,00,000/- is payable to Kotak Mahindra Investments Limited (KMIL) in respect of the above loan including principal, interest and other charges (**Kotak Outstanding**).

b. The Promoter is in the process of paying off the Kotak Outstanding to KMIL and making the Owner free from the payment liability of Kotak Outstanding. Such payment of Kotak Outstanding to the Owner shall be treated as part payment of the Security Deposit contemplated hereunder.

c. The Promoter is also in the process of obtaining Project Finance from KMIL. A part of the Project Finance amounting to Rs. 26 Crores shall be paid by the Promoter to KMIL as per the schedule morefully described herein below. (**Promoter TL-1**)

Payment Schedule of Term Loan 1 [Rs. 26 Crores (Twenty Six Crores Only)] (Promoter TL-1)		
Sl. No.	Description	Amount
1.	On or before one month from this agreement	Interest @ 13.25% P.A. on Rs. 26 Cr for one month.
2.	On or before two months from this agreement	Interest @ 13.25% P.A. on Rs. 26 Cr for one month.
3.	On or before three months from this agreement	Interest @ 13.25% P.A. on Rs. 26 Cr for one month.
4.	On or before four months from this agreement	Interest @ 13.25% P.A. on Rs. 26 Cr for one month.
5.	On or before five months from this agreement	Interest @ 13.25% P.A. on Rs. 26 Cr for one month.
6.	On or before six months from this agreement	Interest @ 13.25% P.A. on Rs. 26 Cr for one month.

7.	On or before seven months from this agreement	Rs. 1.53 Cr Plus interest @ 13.25% P.A. on Rs.26 Cr for one month.
8.	On or before eight months from this agreement	Rs. 1.53 Cr Plus interest @ 13.25% P.A. on Rs. 24.47 Cr for one month.
9.	On or before nine months from this agreement	Rs. 1.53 Cr Plus interest @ 13.25% P.A. on Rs. 22.94 Cr for one month.
10.	On or before ten months from this agreement	Rs. 1.53 Cr Plus interest @ 13.25% P.A. on Rs. 21.41 Cr for one month.
11.	On or before eleven months from this agreement	Rs. 1.53 Cr Plus interest @ 13.25% P.A. on Rs. 19.88 Cr for one month.
12.	On or before twelve months from this agreement	Rs. 1.53 Cr Plus interest @ 13.25% P.A. on Rs. 18.35 Cr for one month.
13.	On or before thirteen months from this agreement	Rs. 1.53 Cr Plus interest @ 13.25% P.A. on Rs. 16.82 Cr for one month.
14.	On or before fourteen months from this agreement	Rs. 1.53 Cr Plus interest @ 13.25% P.A. on Rs. 15.29 Cr for one month.
15.	On or before fifteen months from this agreement	Rs. 1.53 Cr Plus interest @ 13.25% P.A. on Rs. 13.76 Cr for one month.
16.	On or before sixteen months from this agreement	Rs. 1.53 Cr Plus interest @ 13.25% P.A. on Rs. 12.23 Cr for one month.
17.	On or before seventeen months from this agreement	Rs. 1.53 Cr Plus interest @ 13.25% P.A. on Rs. 10.7 Cr for one month.
18.	On or before eighteen months from this agreement	Rs. 1.53 Cr Plus interest @ 13.25% P.A. on Rs. 9.17 Cr for one month.
19.	On or before nineteen months from this agreement	Rs. 1.53 Cr Plus interest @ 13.25% P.A. on Rs. 7.64 Cr for one month.
20.	On or before twenty months from this agreement	Rs. 1.53 Cr Plus interest @ 13.25% P.A. on Rs. 6.11 Cr for one month.
21.	On or before twenty one months from this agreement	Rs. 1.53 Cr Plus interest @ 13.25% P.A. on Rs. 4.58 Cr for one month.




22.	On or before twenty two months from this agreement	Rs. 1.53 Cr Plus interest @ 13.25% P.A. on Rs. 3.05 Cr for one month.
23.	On or before twenty three months from this agreement	Rs. 1.52 Cr Plus interest @ 13.25% P.A. on Rs. 1.52 Cr for one month.

d. For security of the repayment of the "Promoter TL-1", KMIL shall have lien over the receivables of the Owner's Share and due to such capitalization by KMIL of Owner's share the Promoter TL-1 can pre-close before the agreed schedule. Surplus, if any, after capitalization would be transferred to Owner's Account even if TL-1 is outstanding. In case of closure of the Promoter TL-1 before the schedule period the Owner is entitled to receive the amount capitalized by KMIL for Promoter TL-1. However, such repayment to the Owner by the Promoter shall be done post closure of Promoter TL-1 in the same manner as provided in the payment schedule of "Promoter TL-1" above.

- 13.2 The Owner hereby agrees and acknowledges that the Promoter shall be entitled to obtain loans and/or advances from the Banks and/or Financial Institutions and/or Housing Finance Companies and/or Non-Banking Financial Companies (NBFCs) as may from time to time be required for carrying out and completing development of the "said Land" and construction of the building complex thereat and the same on such terms and conditions as the Promoter shall think proper. In the event of the Kotak Outstanding being fully repaid, the Owner agrees to make available the original Title Deeds of the said Land for deposit with KMIL or some other Bank/Financial Institution for enabling the Promoter to raise finance exclusively for development of the said Land and/or for construction of the Building Complex.
- 13.4 The Promoter hereby indemnifies and agrees to keep the Owner as also the "said Land" and the Project absolutely saved, indemnified and harmless against repayment of the loans and advances including interest and other charges. However, the Promoter may arrange for financing of the construction of the Project by a Bank/Financial Institution in terms of Clause 13.2 above. The Owner and/or its Directors shall not have any liability whatsoever to repay the loans obtained by the Promoter and/or any interest, penalty or other amounts relating to the same and the Promoter shall be solely liable for repaying such loans and the Promoter hereby indemnifies and agrees to keep the Owner fully indemnified regarding the same. The Promoter can create charge/mortgage only on the Promoter's Allocation for such financing.

14. SECURITY DEPOSIT :-

14.1 The Promoter shall pay a total interest free refundable security deposit of Rs. 115,86,00,000/- (One Hundred Fifteen Crores and Eighty Six Lakhs only) to the Owner. It is recorded that Promoter will pay the total interest free refundable security deposit of Rs. 115,86,00,000/- (One Hundred Fifteen Crores and Eighty Six Lakhs only) in the following manner:

PAYMENT SCHEDULE UNDER JDA [Total Rs. 115.86 Cr (One Hundred Fifteen Crores and Eighty Six Lakhs only)]		
Sl. No.	Description	Amount
1.	On or Before Signing of this agreement	Rs. 35 Crores (Rupees Thirty Five Crores Only).
2.	Within 30 days of this agreement	Rs. 26 Crores (Rupees Twenty Six Crores Only) plus interest @15.25% P.A. from 1 st April, 2021.
3.	On or before seven month from this agreement	Rs. 4 Cr (Rupees Four Crores Only) Plus interest @ 12% P.A. compounded annually from 1 st November 2020
4.	On or before eight month from this agreement	Rs. 4 Cr (Rupees Four Crores Only) Plus interest @ 12% P.A. compounded annually from 1 st November 2020
5.	On or before nine month from this agreement	Rs. 4 Cr (Rupees Four Crores Only) Plus interest @ 12% P.A. compounded annually from 1 st November 2020
6.	On or before ten month from this agreement	Rs. 4 Cr (Rupees Four Crores Only) Plus interest @ 12% P.A. compounded annually from 1 st November 2020
7.	On or before eleven month from this agreement	Rs. 4 Cr (Rupees Four Crores Only) Plus interest @ 12% P.A. compounded annually from 1 st November 2020
8.	On or before twelve month from this agreement	Rs. 5 Cr (Rupees Five Crores Only) Plus interest @ 12% P.A. compounded annually from 1 st November 2020
9.	On or before thirteen month from this agreement	Rs. 2 Cr (Rupees Two Crores Only) Plus interest @ 13.50% P.A. P.A. from 1 st November 2020 for the 1st year and thereafter @ 15% PA. Interest compounded annually.
10.	On or before fourteen month from this agreement	Rs. 2 Cr (Rupees Two Crores Only) Plus interest @ 13.50% P.A. from 1 st November 2020 for the 1st year and thereafter @ 15% PA. Interest compounded annually.

11.	On or before fifteen month from this agreement	Rs. 2 Cr (Rupees Two Crores Only) Plus interest @ 13.50% P.A. from 1 ST November 2020 for the 1st year and thereafter @ 15% PA. Interest compounded annually.
12.	On or before sixteen month from this agreement	Rs. 2 Cr (Rupees Two Crores Only) Plus interest @ 13.50% P.A. from 1 ST November 2020 for the 1st year and thereafter @ 15% PA. Interest compounded annually.
13.	On or before seventeen month from this agreement	Rs. 2 Cr (Rupees Two Crores Only) Plus interest @ 13.50% P.A. from 1 ST November 2020 for the 1st year and thereafter @ 15% PA. Interest compounded annually.
14.	On or before eighteen month from this agreement	Rs. 2 Cr (Rupees Two Crores Only) Plus interest @ 13.50% P.A. from 1 ST November 2020 for the 1st year and thereafter @ 15% PA. Interest compounded annually.
15.	On or before nineteen month from this agreement	Rs. 2 Cr (Rupees Two Crores Only) Plus interest @ 13.50% P.A. from 1 ST November 2020 for the 1st year and thereafter @ 15% PA. Interest compounded annually.
16.	On or before twenty month from this agreement	Rs. 2 Cr (Rupees Two Crores Only) Plus interest @ 13.50% P.A. from 1 ST November 2020 for the 1st year and thereafter @ 15% PA. Interest compounded annually.
17.	On or before twenty one month from this agreement	Rs. 2 Cr (Rupees Two Crores Only) Plus interest @ 13.50% P.A. from 1 ST November 2020 for the 1st year and thereafter @ 15% PA. Interest compounded annually.
18.	On or before twenty two month from this agreement	Rs. 2 Cr (Rupees Two Crores Only) Plus interest @ 13.50% P.A. from 1 ST November 2020 for the 1st year and thereafter @ 15% PA. Interest compounded annually.
19.	On or before twenty three month from this agreement	Rs. 2 Cr (Rupees Two Crores Only) Plus interest @ 13.50% P.A. from 1 ST November 2020 for the 1st year and thereafter @ 15% PA. Interest compounded annually.
20.	On or before twenty four month from this agreement	<p>a. Rs. 2 Cr (Rupees Two Crores Only) Plus interest @ 13.50% P.A. P.A. from 1ST November 2020 for the 1st year and thereafter @ 15% PA. Interest compounded annually.</p> <p>b. Rs. 2.0 Cr (Rupees Two Crores Only) Plus interest @ 15.25% compounded annually from 1ST November 2020.</p>




21.	On or before twenty five months from this agreement	<p>a. Rs. 2 Cr (Rupees Two Crores Only) Plus interest @ 13.50% P.A. from 1ST November 2020 for the 1st year and thereafter @ 15% PA. Interest compounded annually.</p> <p>b. Rs. 1.86 Cr. (Rupees One Crore Eighty Six Lakhs Only) @15.25%T P.A. compounded annually from 1st April 2021.</p>
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14.2 On or before the execution of this Agreement the Promoter herein has duly deposited with the Owner a sum of **Rs.35,00,00,000/- (Rupees Thirty Five Crores)** only towards interest free refundable security deposit, the receipt whereof the Owner doth hereby admit and acknowledge.

14.3 Any payment towards the Security Deposit to the Owner shall automatically be adjusted against the earliest instalment due at that time. It has been agreed that the above stated security deposit shall carry no interest and shall be refunded to the Promoter by the Owner after full completion of the entire Project.

15 CONSIDERATION:

15.2 In consideration of the premises and in consideration of the appointment of the Promoter as the builder and also in view of the Promoter being entrusted the development of the "said Land" and construction of the Building Complex as per this Agreement, the Promoter hereby agree to bear and pay the entire costs, charges, liabilities and expenses of carrying out and completing the development work in respect of the "said Property" and construction of the Building Complex.

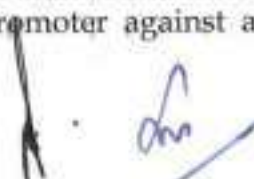
15.3 In consideration of the Owner having allowed the Promoter to develop the "said Land" and to construct the Building Complex as per this Agreement, it is agreed and made clear that the Owner shall not be responsible to bear and pay any part of the costs, charges, liabilities and expenses of development and/or construction of the said building complex.

15.4 In consideration of the Promoter bearing the costs, charges and expenses for development of the "said Land" and/or construction of the entire building complex as aforesaid and the Owner receiving the Owner's Allocation, the Promoter shall be entitled to the Promoter's Allocation out of the Sale Proceeds, without being liable to pay any separate value

and/or costs and/or consideration on account and in respect of the "said Land" and in consideration of the Owner contributing and/or providing the "said Land" for the purpose of development as aforesaid, the Owner shall be entitled to the Owner's Allocation out of the Sale Proceed, without being liable to pay any part of the costs, charges, liabilities and expenses on account of construction of the Building Complex and/or separate consideration for such construction.

16 DEFAULTS:

- 16.1 In the event the Promoter pays the Outstanding amount of Kotak Mahindra Investments Limited as per the agreed terms with them, then this agreement cannot be cancelled for any reason whatsoever. In the event of non-payment of Kotak Mahindra Investments Ltd. Outstanding resulting to further/permanent encumbrance in Title of the property and delay on the part of the Promoter in launching & commencing sales of the Project within 3 (three) years from the date of execution of this Agreement, then, unless the Owner at its sole discretion extends in writing such time period on such terms as may be decided by the Owner, this Development Agreement, the Share Purchase Agreement, the Power of Attorney and other documents executed pursuant to any of the above documents shall forthwith stand terminated and/or cancelled and/or revoked and/or withdrawn and/or shall come to an end and all rights and entitlements of the Promoter under all of them shall immediately cease and the Promoter's access to the said Land shall forthwith stand revoked and stopped without any further act, deed, thing or notice being necessary or required and the Owner shall be deemed to have taken over the Project from the Promoter and shall be entitled to the benefit of all sanctions, permissions, Approvals, clearances, registrations, no objections, consents, etc. relating to the Project as also all benefits and entitlements available in respect of the Project and the Owner shall be entitled to construct, complete, market and sell the Project by itself and/or through any other person/entity in such manner and on such terms and conditions as the Owner may in its sole discretion decide and all receivables regarding the Project shall be received by and belong solely to the Owner. In such event the amount of the Security Deposit received till that stage shall stand forfeited and the Promoter shall indemnify and forthwith pay to the Owner the amounts of all receipts which the Promoter may have received/collected/obtained in terms of this Agreement or otherwise, and/or by way of loans and advances and not invested and/or used for the development of the Project and upon receipt of such amount and termination of this Agreement the Owner shall indemnify the Promoter against any damages or claims of any



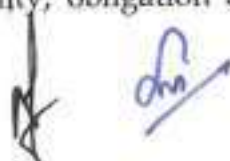
nature whatsoever with regards to this Project and/or the said Land and shall further have no claim against the Promoter on account of any interest or penalty or any nature whatsoever. On and from the date of this Development Agreement coming to an end, the Promoter shall have no claim, entitlement and/or connection whatsoever with the Project and/or the said Land and/or against the Owner. The Promoter agrees and undertakes not to interfere or hinder in the takeover, completion and/or sale of the Project by the Owner.

- 16.2 In the event of default and/or delay on the part of the Promoter in making timely payment of any of the installments of the Security Deposit in terms of Clause 14.1 above, then (i) for the default and/or delay for the period upto 6 (six) months from the due date mentioned in Clause 14.1 above regarding such instalment, the Promoter shall pay additional interest at the rate of 1 (one) per cent per Annum over and above the interest rate mentioned in Clause 14.1 above, (ii) for the default and/or delay beyond the said period of 6 (six) months but not exceeding the period of 12 (twelve) months from the due date mentioned in Clause 14.1 above regarding such instalment, the Promoter shall pay additional interest at the rate of 3 (three) per cent per Annum over and above the interest rate mentioned in Clauses 14.1 above and (iii) in the event of default and/or delay beyond 12 (twelve) months from the due date mentioned in Clause 14.1 regarding such instalment, the Promoter shall pay additional interest at the rate of 5 (five) per cent per Annum over and above the interest rate mentioned in Clauses 14.1 above Besides the additional interest at the rate of 5 (five) per cent over and above the interest rate mentioned in Clauses 14.1 above for the period of such delay over 12(twelve) months from Due Date of any installment payable by the Promoter to the Owner, the Owner shall, be entitled to an additional 10% (ten percent) revenue share of the Sale Proceeds over and above the "Owner's Allocation" of 25% of Sale Proceeds as mentioned in Clause 12.2(a) above and such additional entitlement of the Owner shall continue till the period of default, in the payment of security deposit is being regularised as per the schedule Such payment of additional 10% of the revenue share in the Sale Proceeds shall be paid to the Owner out of the "Promoter's Allocation" mentioned in Clause 12.2 (b) above which shall automatically stand reduced to 65%. It is being made absolutely clear that such additional 10% revenue is only being given to the Owner by the Promoter to clear the default amount and period of the instalments payable by the Promoter to the Owner. The additional revenue of 10% (ten percent) shall count towards the payment of the Security Deposit and interests thereon and it shall automatically stop as soon as default is regularised as per Clause 14.1 above.

- 16.5 Save as aforesaid and save as agreed between the parties in any document, neither of the parties shall be entitled to cancel or rescind this Agreement in any other way without taking recourse to conciliation and arbitration as hereafter provided. The parties agree that the Arbitral Tribunal shall, besides other reliefs, be empowered to award specific performance as also damages if claimed by any party.

17 RATES, TAXES AND MAINTENANCE:

- 17.2 The Owner herein shall bear and pay the land revenue, Municipal taxes and other rates taxes and outgoings whatsoever concerning or relating to the "said Land" for the period upto the date of execution of this Agreement.
- 17.3 For the period subsequent to the date of execution of this Agreement, the Promoter herein shall bear and pay the land revenue as also the Municipal taxes and other rates taxes and outgoings whatsoever concerning or relating to the "said Land" till the Promoter completes construction of the said building complex and hands over the possession of the Units of the Building Complex to the Allottees.
- 17.4 On and from the date of completion of the building complex as also making over of possession of the several Units of the building complex to the Allottees, the Allottees shall be responsible to bear and pay the land revenue, Municipal taxes and all other rates, taxes and outgoings as also to pay the monthly maintenance and service charges on account of their respective Units.
- 17.5 On and from the date of completion of construction of the said building complex, the Promoter shall be responsible to look after, manage and administer the day to day maintenance of the building complex as also maintenance of the common parts, areas, amenities and facilities at the building till the formation of an Association/Syndicate or incorporation of a Company for the purpose.
- 17.6 After the completion of the construction of the said building complex, the Promoter shall cause an Association to be formed for the purpose of managing and maintaining of the common facilities, common areas and amenities at the said building complex. The Promoter shall also be responsible to frame the rules, regulations and byelaws of such Association.
- 17.7 All taxes, levies, cess, etc. including Goods and Service Tax relating to the Project and all the compliances regarding the same shall be sole and exclusive responsibility, obligation and liability of the Promoter who



hereby indemnifies and agrees to keep the Owner fully indemnified regarding the same. It is expressly agreed that the Owner shall not have any liability or responsibility whatsoever regarding GST or any other taxes, etc. and the GST and other taxes, if any, that may be applicable regarding development and/or this Development Agreement and/or relating to the construction and development of the Project and/or Building Complex and/or relating to the sales of the Units shall be the sole responsibility and liability of the Promoter, who hereby indemnifies and agrees to keep the Owner fully indemnified regarding the same.

18. **MISCELLANEOUS:**

- 18.1. Simultaneously with the execution of this Development Agreement the shareholders of the Owner have entered into a Share Purchase Agreement dated 23.11.2020 with the Promoter (herein referred to as "the **Share Purchase Agreement**"). It has been agreed by and between the parties and this Development Agreement is being entered into on the condition that the Promoter shall fully comply with the Share Purchase Agreement and make timely payment thereunder.
- 18.2. It is recorded that the total area of the "said **Land**" as per the purchase deed in favour of the Owner is about 20.98 acres, whereas the available physical area as per land record and mutation under the West Bengal Land Reforms Act, 1955 is only about 18.3229 acres. Accordingly, the physical land area is about 2.6564 acres less than the land area mentioned in the purchase deed in favour of the Owner. Thus 2.6564 acres of land is neither mutated nor recorded in the name of the Owner and is not in the possession of the Owner. Notwithstanding anything to the contrary contained in this Agreement or elsewhere it has been agreed that the Owner shall not have any responsibility or liability whatsoever or howsoever regarding the said 2.6564 acres land and/or its location, title, mutation, conversion, possession, etc. and the transaction between the Owner and the Promoter has been entered on the basis that the total land area is about 18.3229 acres (**said Property/said Land**).
- 18.3. The Owner and the Promoter have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed or construed to be a partnership and/or joint venture between the Promoter and the Owner nor the parties hereto shall constitute an Association of persons.
- 18.4. Nothing in these presents shall be construed as a sale, transfer or assignment or conveyance in law by the Owner of the "said **Property**"

or any part thereof to the Promoter, or as creating any right title or interest in respect thereof in favour of the Promoter, save the right to undertake development as per this Agreement.

- 18.5. The Project and/or the proposed building complex to be erected by the Promoter in or upon the land comprised in the "said Land" shall be named with such name as may be decided by the Promoter.
- 18.6. On completion of the development of the "said Land" and/or construction of the said building complex as also distribution and payment of the sale proceeds of all the Units including the Flats, Shops, Showrooms, offices, Car Parkings and other spaces of the building complex in the manner as stated hereinabove, this Agreement shall stand fulfilled.
- 18.7. The Owner and the Promoter hereby agree and undertake to sign and execute all other deeds and documents that may be reasonably necessary for smooth implementation of this Agreement, as and when so required and the same shall be binding on the parties without the necessity of being registered.
- 18.8. The Owner and/or their authorised representatives shall at all times be entitled to view and inspect the progress of the development work and/or construction of the Building Complex at the "said Property".
- 18.9. Neither of the parties hereto shall be entitled to dispute the legality and/or enforceability and/or validity of this Agreement and/or any of the terms herein recorded.
- 18.10. If at any time hereafter it shall appear that either of the parties hereto has failed and/or neglected to carry out its/their obligations under this agreement or to extend full co-operation agreed to be extended hereunder, then the other party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by them from the defaulting party, without prejudice to its other rights hereunder.
- 18.11. In the case of acquisition or requisition of the "said Land" prior to the registration of the Project under WBHIRA, out of the compensation/any amount received and/or receivable for the same upto a sum of Rs. 150 Crores with interest thereon from 05.09.2020 till date of receipt shall be paid first to the Owner and only thereafter the Promoter shall be entitled to receive the balance amount, if any.

18.12. The Promoter hereby agrees and covenants with the Owner not to nominate, transfer and/or assign this Development Agreement or any rights or benefits hereunder without the prior written consent of the Owner. It is further clarified that re-organization of business by way of merger, amalgamation, de-merger, change of majority shareholding, change of private limited company into a Limited Liability Partnership and/or any other mode, or any other change of business organization and/or change in ownership and control of the Promoter company by way of change in shareholding due to transfer of shares by the existing shareholders of the Promoter company to any third party or otherwise, that may result in change/transfer of the management and control of the Promoter company to anyone else shall be deemed to be a nomination, transfer and/or assignment without consent.

19. **DOCUMENTATION:**

19.1 All agreements, contracts, deeds, documents for the sale or otherwise disposal of the Units at the Building Complex shall be identical containing the similar terms and conditions.


19.2 All deeds, documents, Agreements and papers as may from time to time be required to be prepared in pursuance of this Agreement as between the Owner and the Developer shall be prepared by the Promoter and its Advocate.

20. **CONFIDENTIALITY:**

20.1. The parties hereto and each of them and their staff and employees shall keep confidential this Agreement as also the terms herein recorded and further the information which they may acquire in relation to the Development of the "said Land" contemplated by this Agreement and shall not disclose the same to outsiders except as required under law.

21. **ENTIRE AGREEMENT:**

21.1. This Agreement (including the letters/documents between the parties mentioned or referred to herein and/or pursuant hereto) as also the Share Purchase Agreement record all the terms, conditions, understandings, representations, and declarations by and between the parties, oral or writing with regard to the subject matter hereof and all rights and obligations with respect to the said Land shall be governed only by this Agreement (including the letters/documents between the parties mentioned or referred to herein and/or pursuant hereto) and the Share Purchase Agreement.



22. AMENDMENTS:

- 22.1. No modification or amendment of this Agreement nor waiver of the terms or conditions herein recorded shall be binding, unless made specifically in writing by both the parties and it shall not be necessary to register any document containing any modification, amendment or clarification.

23. SEVERABILITY:

- 23.1. If any of the provisions of this Agreement is or becomes invalid, unlawful or unenforceable, the parties agree that the validity, legality and/or enforceability of the remaining provisions shall not in any way be affected or impaired.

24. ARBITRATION AND CONCILLATION:

- 24.1. In case of there being any dispute or difference or misunderstanding by and between the parties hereto concerning or relating to or arising out of this agreement including those on account of delays, breaches and defaults hereunder and/or with regard to interpretation of this agreement or any of the clauses herein recorded and/or the completion of the transaction as per this agreement, the parties would hold joint meetings and make all possible efforts to conciliate and/or settle such disputes and/or differences and/or misunderstandings mutually.
- 24.2. In the event the parties hereto being not able to amicably clear the confusions and/or misunderstandings and/or to mutually resolve the disputes and/or differences, within three months from the date of such disputes or difference, such disputes and differences by and between the parties hereto concerning or relating to or arising out of this Agreement including delays, breaches and defaults hereunder or with regard to interpretation of this Agreement or any of the clauses herein recorded and/or the respective claims of the parties, the same shall be referred to arbitration of an arbitral tribunal consisting of 3 (three) arbitrators (the "Arbitral Tribunal"), one to be appointed by each of the parties and the third to be appointed by the two arbitrators so appointed. The arbitration shall be held as per the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The Arbitral Tribunal shall have summary power and further be at liberty to make interim orders, reasoned awards and/or directions and shall be entitled to grant specific performance, damages, interest, etc. The Arbitral Tribunal shall proceed expeditiously and make its award within nine months from the date it is so constituted unless mutually agreed otherwise in writing. The Award(s) made by the Arbitral Tribunal shall

be final and the parties agree to be bound by the same. The arbitration shall be held at Kolkata.

25. JURISDICTION:

- 25.1. This Agreement is being executed at the office of the Owner within the jurisdiction of the Original Side of the Hon'ble High Court at Calcutta and the parties have mutually agreed that the Hon'ble High Court at Calcutta shall exclusively have the Jurisdiction to entertain, try and determine all matters concerning or arising out of this Agreement and/or in pursuance hereof including any proceedings relating to or arising out of arbitration proceedings.

THE FIRST SCHEDULE ABOVE REFERRED TO

PART-I

"Said Property/Larger Premises"

All That the pieces and parcels of land measuring about 63 (sixty three) Bighas 9 (nine) Cottahs 4 (four) Chittaks, equivalent to 2097.93 (two thousand ninety seven point nine three) Decimal or thereabouts as per Purchase Deed but the available physical area as per land record and mutation under the WB Land Reforms Act being only 18.3229 acres, more or less together with buildings/structures standing thereon situated lying at and being Municipal Premises No. 39/1, Shalimar Road (formed by amalgamation of erstwhile Premises Nos. 39/1, Shalimar Road and Premises Nos. 39/2, Shalimar Road) Howrah 711 103 under Police Station Shibpur, Ward No. 39, within the limits of Howrah Municipal Corporation, District Sub-Registration Office Howrah, District Howrah.

PART- II

"Said Land"

All That the pieces and parcels of land measuring about 18.3229 Acres (equivalent to 55 Bighas 8 Cottahs 8 Chittacks 26 Square Feet) more or less lying at and being a portion of Municipal Premises No. 39/1, Shalimar Road which has been mutated in the name of the Owner in the records of the concerned B.L & L.R.O under the provisions of the West Bengal Land Reforms Act 1955, more or less together with buildings/structures standing thereon situated, under Police Station Shibpur, Ward No. 39, within the limits of Howrah Municipal Corporation, District Sub-Registration Office Howrah, District Howrah as per the following particulars

- Mouza Shibpur Sheet No. 180, J. L. No. 1, Police Station Shibpur, District Howrah:

L.R. Khatian No.	L.R. Dag No.	Nature	Total Area In Dag (in Acres)	Area Mutated (in Acres)
17	1	Bastu	0.7427	0.7427
17	2	Viti	0.2618	0.2484
17	11	Viti	0.2529	0.1729
Total:			1.2574	1.164

➤ Mouza Shibpur Sheet 179, J. L. No. 1, Police Station Shibpur, District Howrah.

L.R. Khatian No.	L.R. Dag No.	Nature	Total Area In Dag (in Acres)	Area Mutated (in Acres)
15	6	Nala	0.0128	0.0128
15	7	Viti	1.2367	1.1439
15	8	Nala	0.1007	0.1007
15	9	Viti	0.7915	0.7915
15	10	Viti	0.6638	0.6638
15	11	Viti	0.5423	0.5423
15	12	Viti	0.7013	0.7013
15	13	Viti	0.8730	0.8730
15	14	Bastu	0.7880	0.7880
15	15	Bastu	0.0711	0.0711
15	16	Viti	0.1126	0.1126
15	17	Path	0.0296	0.0296
15	21	Viti	0.0555	0.0555
15	22	Viti	0.1370	0.1370
15	24	Viti	0.0404	0.0404
Total:			6.1563	6.0635

➤ Mouza Shibpur Sheet 170, J. L. No. 1, Police Station Shibpur, District Howrah

L.R. Khatian No.	L.R. Dag No.	Nature	Total Area In Dag (in Acres)	Area Mutated (in Acres)
9	39	Viti	1.5325	1.5325
9	40	Viti	0.2605	0.2605
9	41	Pukur	0.5595	0.5595
9	42	Nala	0.0220	0.0220
9	44	Bagan	2.1983	2.1983
9	45	Pukur	0.4032	0.4032
9	60	Viti	3.6753	3.6753
9	61	Bastu	0.0263	0.0263

[Handwritten signatures]

9	62	Bastu	0.0458	0.0458
9	63	Bastu	0.5267	0.5267
Total:			9.2501	9.2501

➤ Mouza Shibpur Sheet 169, J. L. No. 1, Police Station Shibpur, District Howrah.

L.R. Khatian No.	L.R. Dag No.	Nature	Total Area In Dag (in Acres)	Area Mutated (in Acres)
170	12	Viti	1.9132	1.8049
170	13	Nala	0.0548	0.0404
Total:			1.9680	1.8453

And Bounded by:-

North:- By Partly by Premises Nos. 40 and 41, Swarnamoyee Road, partly by Premises No. 39 Shalimar Road, partly by Swarnamoyee Road and partly by passage leading from Swarnamoyee Road.

South:- By Foreshore Road.

East:- By Part of Premises No. 39 Shalimar Road, Partly by Premises No. 39//3 Shalimar Road and partly by Premises Nos. 40 and 41, Swarnamoyee Road.

West:- By Swarnamoyee Khal beyond which there is Shibpur Engineering College compound.

[Note: Boundaries to be mentioned as per physical area of 18.3229 Acres]

THE SECOND SCHEDULE ABOVE REFERRED TO SPECIFICATIONS

- **Structure**
RCC framed structure on Pile Foundation incorporating Earthquake Resistant Design as per relevant IS Code. Aerated Concrete Block for both external and internal walls.
- **Exteriors**
Cement plaster; Cement based painting over water repellent coating.
- **Flooring**
Vitrified/Rectified tiles in Bedrooms, Living/Dining, and lobbies on all floors.




- **Interiors**
Putty punning inside flats; OBD painting over Putty punning in common areas and lobbies.
- **Kitchen**
Anti-skid ceramic Tiles on floor; Cuddapah Kitchen counter; Stainless Steel sink, Glazed Ceramic Tiles dado on the walls above Kitchen counter; CP fittings of reputed make.
- **Toilets**
Anti-skid ceramic Tiles on floor; Glazed Ceramic Tiles dado on the walls; Ceramic wash basins; European WC and CP fittings of reputed make.
- **Doors**
Wooden Door Frames; Solid core Flush Shutters for main entrance door with night latch and magic eye; Outside finish: Polished Teak Veneer, Inside: paint finish. Painted Wooden Door Frames; Solid Core Flush shutters for all internal doors with paint finish.
- **Windows**
Anodised Aluminium Frames with fully glazed shutters.
- **Stairs**
Indian Patent Stone Flooring; MS railing.
- **Roof**
Properly waterproofed.
- **Lift Facia**
Vitrified Tiles with Granite/marble in ground floor lobby.
- **Electrical**
Concealed insulated Copper wiring with switches of reputed make; AC points in master bedroom; Geyser points in master bathroom; Exhaust Fan points in all Bathrooms and Kitchens; Conduiting for Cable TV.
- **Plumbing**
Internal concealed plumbing.
- **Power Back-up**
Emergency power backup for Common Area Lighting and Four lifts. 500w back up in each flat.

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

SIGNED SEALED AND DELIVERED

by the **Owner** above named at Kolkata in the presence of:

① Sushil Poddar
90 Lake BN Poddar
21, Connaught Street
Kolkata-700017

② Debotosh Bhattacharya
S/o Lt. Debarish Bhattacharya
7, J.L. Nehru Rd, Kol-13

SIGNED SEALED AND DELIVERED

by the **Promoter** above named at Kolkata in the presence of:

① Sushil Poddar

② Debotosh Bhattacharya

③ Ram Pratap Singh

Drafted by me:

Ram Pratap Singh
Ram Pratap Singh
Advocate, High Court, Calcutta
Enrolment No.F-1588/1581 of 2000

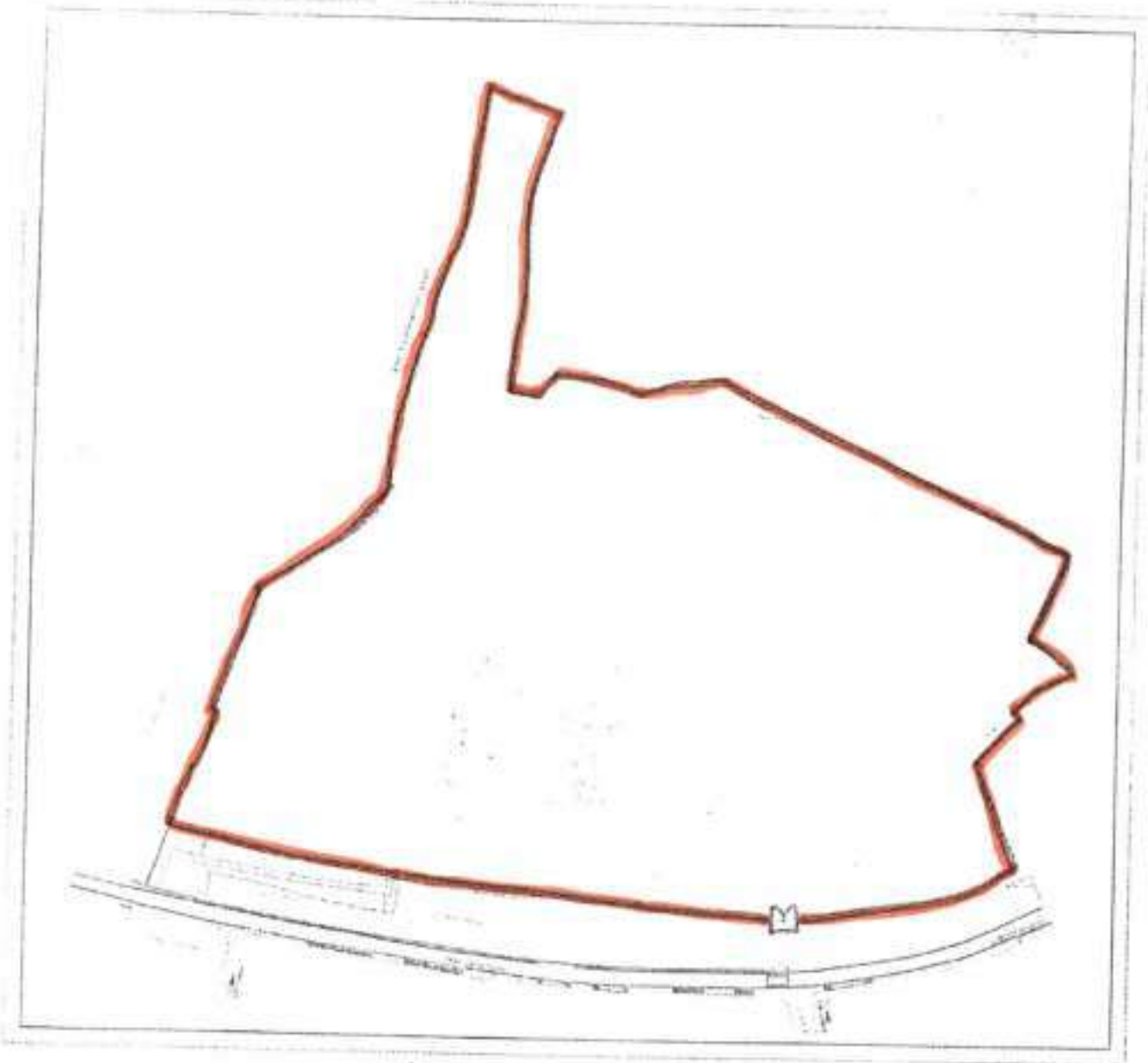
FOR IDEAL RIVERVIEW PROJECTS PRIVATE LIMITED

S. K. Thakur
Director

EDEN REALTY VENTURES PVT. LTD.

Raj Kumar
Director

SITE PLAN OF LAND MEASURING AN AREA OF 18.3229 ACRES
SITUATED AND LYING AT PREMISES NO 39/1 SHALIMAR ROAD
(FORMERLY 39/1 & 39/2) HOWRAH-711 103, POLICE STATION -
SHIBPUR. WARD NO - 39, HOWRAH MUNICIPAL CORPORATION.

























EDEN REALTY VENTURES PVT. LTD.

Angy Kumar
Director

For IDEAL RIVERVIEW PROJECTS PRIVATE LIMITED

S.K. Himatsingh
Director

SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
 <i>S.K. Hinat Singh</i>						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
 <i>Anurag Kumar</i> <i>Anurag Kumar</i>						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
		Little	Ring	Middle (Left Hand)	Fore	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring	Little








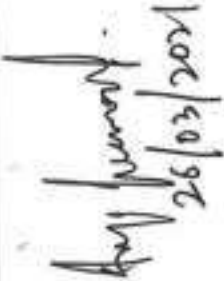



Government of West Bengal

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

OFFICE OF THE A.D.S.R. HOWRAH, District Name :Howrah

Signature / LTI Sheet of Query No/Year 05022000657432/2021

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	Mr Srawan Kumar Himatsingka 20, Mandeville Gardens, P.O:- Ballygunge, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Representative of Land Lord [Ideal Riverview Projects Private Limited]			 26/03/21
2	Mr Arya Sumant 13, Loudon Street, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017	Representative of Developer [Eden Realty Ventures Private Limited]			 26/03/2021
Sl No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Soham Sur Son of Mr Subir Kumar Sur 38/19 Bhuban Mohan Roy Road, P.O:- Barisha, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700008	Mr Srawan Kumar Himatsingka, Mr Arya Sumant			 26/03/2021

(Kaustava Dey)

ADDITIONAL DISTRICT
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.
HOWRAH
Howrah, West Bengal


भारत सरकार
Government of India
 सrawan कुमार हिमत्सिंगका
 Srawan Kumar Himatsingka
 जन्म तिथि / DOB : 02/05/1990
 पुरुष / Male




3185 2452 6628

मेरा आधार, मेरी पहचान


भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India
 पता:
 श्री/श्रीमती. दुर्वाकिनथ हिमत्सिंगका,
 20 मंडेविले गार्डेंस कोकता 19,
 बाल्यगुंज, कोकता, बाल्यगुंज,
 पिन कोड - 700019

Address:
 S/O. Durikanath Himatsingka, 20
 Mandeville gardens Kolkata 19,
 Ballygunge, Kolkata, Ballygunge,
 West Bengal, 700019

3185 2452 6628

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

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
 IDEAL RIVERVIEW PROJECTS PRIVATE
 LIMITED
 16/05/2011
 Permanent Account Number
AACC16175P

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
 SRAWAN KUMAR HIMATSINGKA
 DWARKA NATH HIMATSINGKA
 02/05/1990
 Permanent Account Number
AAPPH7844E
 Signature




S. K. Himatsingka

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

EDEN REALTY VENTURES PRIVATE
LIMITED

21/02/2003

Permanent Account Number

AAACL9697H

18072012

इस कार्ड के खोने / जाने पर कृपया सूचित करें / लौटाएं :

प्रशासनिक सेवा सेवा इकाई, एन एस डी एल,
तीसरी मंजिल, सफ़ायर चैंबर्स,
नज़दीक बानेर टेलिफोन एक्सचेंज के मजदीक,
बानेर, पुणे - 411 045.

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

Income Tax PAN Services Unit, NSDL,
3rd Floor, Sapphire Chambers,
Near Baner Telephone Exchange,
Baner, Pune - 411 045.

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

By [Signature]



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

2024/26/2021

GRN Details

GRN: 192020210249913721 Payment Mode: Online Payment
GRN Date: 25/03/2021 15:28:20 Bank/Gateway: HDFC Bank
BRN : 1402204106 BRN Date: 25/03/2021 15:03:52
Payment Status: Successful Payment Ref. No: 2000657432/2/2021
[Query No*/Query Year]

Depositor Details

Depositor's Name: EDEN REALTY VENTURES PVT LTD
Address: 7 J L NEHRU ROAD, KOLKATA-13
Mobile: 7003895093
Depositor Status: Others
Query No: 2000657432
Applicant's Name: Mr Sumit Kolay
Identification No: 2000657432/2/2021
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000657432/2/2021	Property Registration- Stamp duty	0030-02-103-003-02	75001
2	2000657432/2/2021	Property Registration- Registration Fees	0030-03-104-001-16	3500007
			Total	3575008

IN WORDS: THIRTY FIVE LAKH SEVENTY FIVE THOUSAND EIGHT ONLY.

आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

GOVT. OF INDIA



स्थायी खाते संख्या कार्ड
Permanent Account Number Card

BYMPS8656P



नाम / Name

ARYA SUMANT

पिता का नाम / Father's Name

BACHCHIDANAND RAI

कार्ड की तारीख / Date of Issue

11/07/1987

Arya Sumant
हस्ताक्षर / Signature



Arya Sumant



भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार
Unique Identification Authority of India
Government of India

Enrolment No.: 1325/13507/45730

Overseas Date: 09/05/2017

To
Arya Sumant
S/O: Sachchidanand Rai
Flat - 7 , 3rd Floor
13, Loudon Street
National Court
Circus Avenue
Kolkata Circus Avenue
West Bengal - 700017
9051613111

Generation Date: 23/04/2017

Validity: unknown



आपका आधार क्रमांक / Your Aadhaar No. :

4138 7452 7253

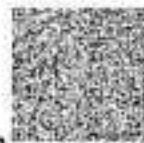
मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



Arya Sumant
DOB: 11/07/1997
MALE



4138 7452 7253

मेरा आधार, मेरी पहचान



सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाण ऑनलाइन ऑथेंटिकेशन द्वारा प्राप्त करें।
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

INFORMATION

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

- 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

Address:
S/O: Sachchidanand Rai, Flat - 7
3rd Floor, 13, Loudon Street,
National Court, Circus Avenue,
Kolkata,
West Bengal - 700017

4138 7452 7253



1247



help@uidai.gov.in



www.uidai.gov.in

Arya Sumant

 ভারত সরকার
Government of India

 সোহম সুর
Soham Sur
পিতা : সুবীর কুমার সুর
Father : SUBIR KUMAR SUR
জন্ম তারিখ / Year of Birth : 1993
পুরুষ / Male



5343 3034 3965

আধার - সাধারণ মানুষের অধিকার

Soham Sur
26/03/2021

 আধার
ভারতীয় বিদ্যুৎ পরিচয় প্রকল্প
Unique Identification Authority of India

ঠিকানা:
১১/১১, বি.এন.রায়.রোড, পূর্ব
বর্ডিশা, বর্ডিশা, দা ২৪ পার্শ্বা,
পশ্চিমবঙ্গ, ৭০০০০৮

১১/১১, বি.এন.রায়.রোড, পূর্ব
বর্ডিশা, বর্ডিশা, দা ২৪ পার্শ্বা,
পশ্চিমবঙ্গ, ৭০০০০৮

5343 3034 3965

1800 230 1947  help@uidai.gov.in  www.uidai.gov.in

Major Information of the Deed

Deed No :	I-0502-03456/2021	Date of Registration	30/03/2021
Query No / Year	0502-2000657432/2021	Office where deed is registered	
Query Date	24/03/2021 5:08:08 PM	0502-2000657432/2021	
Applicant Name, Address & Other Details	Sumit Kolay Thana : New Market, District : Kolkata, WEST BENGAL, Mobile No. : 7003895093, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4311] Other than Immovable Property, Receipt [Rs : 35,00,00,000/-]		
Set Forth value	Market Value		
Rs. 30,000/-	Rs. 156,54,82,310/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,101/- (Article:48(g))	Rs. 35,00,007/- (Article:E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Howrah, P.S:- Shibpur, Corporation: HOWRAH MUNICIPAL CORPORATION, Road: Salimar Rd, Mouza: Shibpur Sheet - 180, Premises No: 39/1, , Ward No: 039 JI No: 280, Pin Code : 711103

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1 (RS :-)	LR-17	Bastu	Bastu	74.27 Dec	1,000/-	6,48,17,449/-	Property is on Road Adjacent to Metal Road,
L2	LR-2 (RS :-)	LR-17	Bastu	Bhiti	24.84 Dec	1,000/-	2,16,78,544/-	Property is on Road Adjacent to Metal Road,
L3	LR-11 (RS :-)	LR-17	Bastu	Bhiti	17.29 Dec	1,000/-	1,50,89,454/-	Property is on Road Adjacent to Metal Road,
		TOTAL :			116.4Dec	3,000 /-	1015,85,447 /-	

District: Howrah, P.S:- Shibpur, Corporation: HOWRAH MUNICIPAL CORPORATION, Road: Salimar Rd, Mouza: Shibpur Sheet - 179, Premises No: 39/1, , Ward No: 039 JI No: 279, Pin Code : 711103

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L4	LR-6 (RS :-)	LR-15	Bastu	Nala	1.28 Dec	1,000/-	11,17,091/-	Property is on Road Adjacent to Metal Road,
L5	LR-7 (RS :-)	LR-15	Bastu	Bhiti	114.39 Dec	1,000/-	9,98,31,265/-	Property is on Road Adjacent to Metal Road,
L6	LR-8 (RS :-)	LR-15	Bastu	Nala	10.07 Dec	1,000/-	87,88,363/-	Property is on Road Adjacent to Metal Road,
L7	LR-9 (RS :-)	LR-15	Bastu	Bhiti	79.15 Dec	1,000/-	6,90,76,358/-	Property is on Road Adjacent to Metal Road,
L8	LR-10 (RS :-)	LR-15	Bastu	Bhiti	66.38 Dec	1,000/-	5,79,31,631/-	Property is on Road Adjacent to Metal Road,

L9	LR-11 (RS :-)	LR-15	Bastu	Bhiti	54.23 Dec	1,000/-	4,73,27,996/-	Property is on Road Adjacent to Metal Road,
L10	LR-12 (RS :-)	LR-15	Bastu	Bhiti	70.13 Dec	1,000/-	6,12,04,358/-	Property is on Road Adjacent to Metal Road,
L11	LR-13 (RS :-)	LR-15	Bastu	Bhiti	87.3 Dec	1,000/-	7,61,89,085/-	Property is on Road Adjacent to Metal Road,
L12	LR-14 (RS :-)	LR-15	Bastu	Bastu	78.8 Dec	1,000/-	6,87,70,903/-	Property is on Road Adjacent to Metal Road,
L13	LR-15 (RS :-)	LR-15	Bastu	Bastu	7.11 Dec	1,000/-	62,05,090/-	Property is on Road Adjacent to Metal Road,
L14	LR-16 (RS :-)	LR-15	Bastu	Bhiti	11.26 Dec	1,000/-	98,26,908/-	Property is on Road Adjacent to Metal Road,
L15	LR-17 (RS :-)	LR-15	Bastu	Path	2.96 Dec	1,000/-	25,83,273/-	Property is on Road Adjacent to Metal Road,
L16	LR-21 (RS :-)	LR-15	Bastu	Bhiti	5.55 Dec	1,000/-	48,43,636/-	Property is on Road Adjacent to Metal Road,
L17	LR-22 (RS :-)	LR-15	Bastu	Bhiti	13.7 Dec	1,000/-	1,19,56,362/-	Property is on Road
L18	LR-24 (RS :-)	LR-15	Bastu	Bhiti	4.04 Dec	1,000/-	35,25,818/-	Property is on Road Adjacent to Metal Road,
		TOTAL :			606.35Dec	15,000 /-	5291,78,137 /-	

District: Howrah, P.S:- Shibpur, Corporation: HOWRAH MUNICIPAL CORPORATION, Road: Sallimar Rd, Mouza: Shibpur Sheet - 170, Premises No: 39/1, , Ward No: 039 JI No: 270, Pin Code : 711103

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L19	LR-39 (RS :-)	LR-9	Bastu	Bhiti	153.25 Dec	1,000/-	13,37,45,443/-	Property is on Road Adjacent to Metal Road,
L20	LR-40 (RS :-)	LR-9	Bastu	Bhiti	26.05 Dec	1,000/-	2,27,34,543/-	Property is on Road Adjacent to Metal Road,
L21	LR-41 (RS :-)	LR-9	Pukur	Pukur	55.95 Dec	1,000/-	2,92,97,434/-	Property is on Road Adjacent to Metal Road,
L22	LR-42 (RS :-)	LR-9	Bastu	Nala	2.2 Dec	1,000/-	19,20,000/-	Property is on Road Adjacent to Metal Road,
L23	LR-44 (RS :-)	LR-9	Bastu	Bagan	219.83 Dec	1,000/-	19,18,51,620/-	Property is on Road Adjacent to Metal Road,
L24	LR-45 (RS :-)	LR-9	Pukur	Pukur	40.32 Dec	1,000/-	2,11,13,003/-	Property is on Road Adjacent to Metal Road,
L25	LR-60 (RS :-)	LR-9	Bastu	Bhiti	367.53 Dec	1,000/-	32,07,53,428/-	Property is on Road Adjacent to Metal Road,

L26	LR-61 (RS :-)	LR-9	Bastu	Bastu	2.63 Dec	1,000/-	22,95,273/-	Property is on Road
L27	LR-62 (RS :-)	LR-9	Bastu	Bastu	4.58 Dec	1,000/-	39,97,090/-	Property is on Road Adjacent to Metal Road,
L28	LR-63 (RS :-)	LR-9	Bastu	Bastu	52.67 Dec	1,000/-	4,59,66,542/-	Property is on Road Adjacent to Metal Road,
		TOTAL :			925.01Dec	10,000 /-	7736,74,376 /-	

District: Howrah, P.S:- Shibpur, Corporation: HOWRAH MUNICIPAL CORPORATION, Road: Salimar Rd, Mouza: Shibpur Sheet - 169, Premises No: 39/1, , Ward No: 039 JI No: 269, Pin Code : 711103

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L29	LR-12 (RS :-)	LR-170	Bastu	Bhiti	180.49 Dec	1,000/-	15,75,18,532/-	Property is on Road Adjacent to Metal Road,
L30	LR-13 (RS :-)	LR-170	Bastu	Nala	4.04 Dec	1,000/-	35,25,818/-	Property is on Road Adjacent to Metal Road,
		TOTAL :			184.53Dec	2,000 /-	1610,44,350 /-	
		Grand Total :			1832.29Dec	30,000 /-	15654,82,310 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Ideal Riverview Projects Private Limited 50, Jawahar Lal Nehru Road, P.O:- Littell Russel Street, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071 , PAN No.:: AAxxxxxx5P,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	Eden Realty Ventures Private Limited 7, Jawahar Lal Nehru, P.O:- Dharmatala, P.S:- New Market, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700013 , PAN No.:: AAxxxxxx7H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Srawan Kumar Himatsingka (Presentant) Son of Late D N Himatsingka 20, Mandeville Gardens, P.O:- Ballygunge, P.S:- Gariahat, District:-South 24 -Parganas, West Bengal, India, PIN - 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AAxxxxxx4E,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Ideal Riverview Projects Private Limited (as Director)

2	Mr Arya Sumant Son of Mr Sachchidanand Rai 13, Loudon Street, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BYxxxxxx6P,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Eden Realty Ventures Private Limited (as Director)
---	---

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Soham Sur Son of Mr Subir Kumar Sur 38/19 Bhuban Mohan Roy Road, P.O:- Barisha, P.S:- Thakurpukur, District:- South 24-Parganas, West Bengal, India, PIN - 700008			
Identifier Of Mr Srawan Kumar Himatsingka, Mr Arya Sumant			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Ideal Riverview Projects Private Limited	Eden Realty Ventures Private Limited-74.27 Dec

Transfer of property for L10

Sl.No	From	To. with area (Name-Area)
1	Ideal Riverview Projects Private Limited	Eden Realty Ventures Private Limited-70.13 Dec

Transfer of property for L11

Sl.No	From	To. with area (Name-Area)
1	Ideal Riverview Projects Private Limited	Eden Realty Ventures Private Limited-87.3 Dec

Transfer of property for L12

Sl.No	From	To. with area (Name-Area)
1	Ideal Riverview Projects Private Limited	Eden Realty Ventures Private Limited-78.8 Dec

Transfer of property for L13

Sl.No	From	To. with area (Name-Area)
1	Ideal Riverview Projects Private Limited	Eden Realty Ventures Private Limited-7.11 Dec

Transfer of property for L14

Sl.No	From	To. with area (Name-Area)
1	Ideal Riverview Projects Private Limited	Eden Realty Ventures Private Limited-11.26 Dec

Transfer of property for L15

Sl.No	From	To. with area (Name-Area)
1	Ideal Riverview Projects Private Limited	Eden Realty Ventures Private Limited-2.96 Dec

Transfer of property for L16

Sl.No	From	To. with area (Name-Area)
1	Ideal Riverview Projects Private Limited	Eden Realty Ventures Private Limited-5.55 Dec

Transfer of property for L17		
Sl.No	From	To. with area (Name-Area)
1	Ideal Riverview Projects Private Limited	Eden Realty Ventures Private Limited-13.7 Dec
Transfer of property for L18		
Sl.No	From	To. with area (Name-Area)
1	Ideal Riverview Projects Private Limited	Eden Realty Ventures Private Limited-4.04 Dec
Transfer of property for L19		
Sl.No	From	To. with area (Name-Area)
1	Ideal Riverview Projects Private Limited	Eden Realty Ventures Private Limited-153.25 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Ideal Riverview Projects Private Limited	Eden Realty Ventures Private Limited-24.84 Dec
Transfer of property for L20		
Sl.No	From	To. with area (Name-Area)
1	Ideal Riverview Projects Private Limited	Eden Realty Ventures Private Limited-26.05 Dec
Transfer of property for L21		
Sl.No	From	To. with area (Name-Area)
1	Ideal Riverview Projects Private Limited	Eden Realty Ventures Private Limited-55.95 Dec
Transfer of property for L22		
Sl.No	From	To. with area (Name-Area)
1	Ideal Riverview Projects Private Limited	Eden Realty Ventures Private Limited-2.2 Dec
Transfer of property for L23		
Sl.No	From	To. with area (Name-Area)
1	Ideal Riverview Projects Private Limited	Eden Realty Ventures Private Limited-219.83 Dec
Transfer of property for L24		
Sl.No	From	To. with area (Name-Area)
1	Ideal Riverview Projects Private Limited	Eden Realty Ventures Private Limited-40.32 Dec
Transfer of property for L25		
Sl.No	From	To. with area (Name-Area)
1	Ideal Riverview Projects Private Limited	Eden Realty Ventures Private Limited-367.53 Dec
Transfer of property for L26		
Sl.No	From	To. with area (Name-Area)
1	Ideal Riverview Projects Private Limited	Eden Realty Ventures Private Limited-2.63 Dec
Transfer of property for L27		
Sl.No	From	To. with area (Name-Area)
1	Ideal Riverview Projects Private Limited	Eden Realty Ventures Private Limited-4.58 Dec

Transfer of property for L28		
Sl.No	From	To. with area (Name-Area)
1	Ideal Riverview Projects Private Limited	Eden Realty Ventures Private Limited-52.67 Dec
Transfer of property for L29		
Sl.No	From	To. with area (Name-Area)
1	Ideal Riverview Projects Private Limited	Eden Realty Ventures Private Limited-180.49 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Ideal Riverview Projects Private Limited	Eden Realty Ventures Private Limited-17.29 Dec
Transfer of property for L30		
Sl.No	From	To. with area (Name-Area)
1	Ideal Riverview Projects Private Limited	Eden Realty Ventures Private Limited-4.04 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Ideal Riverview Projects Private Limited	Eden Realty Ventures Private Limited-1.28 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	Ideal Riverview Projects Private Limited	Eden Realty Ventures Private Limited-114.39 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	Ideal Riverview Projects Private Limited	Eden Realty Ventures Private Limited-10.07 Dec
Transfer of property for L7		
Sl.No	From	To. with area (Name-Area)
1	Ideal Riverview Projects Private Limited	Eden Realty Ventures Private Limited-79.15 Dec
Transfer of property for L8		
Sl.No	From	To. with area (Name-Area)
1	Ideal Riverview Projects Private Limited	Eden Realty Ventures Private Limited-66.38 Dec
Transfer of property for L9		
Sl.No	From	To. with area (Name-Area)
1	Ideal Riverview Projects Private Limited	Eden Realty Ventures Private Limited-54.23 Dec

On 26-03-2021

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

Presented for registration at 16:15 hrs on 26-03-2021, at the Private residence by Mr Srawan Kumar Himatsingka .

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 156,54,82,310/-

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

Execution is admitted on 26-03-2021 by Mr Srawan Kumar Himatsingka, Director, Ideal Riverview Projects Private Limited (Private Limited Company), 50, Jawahar Lal Nehru Road, P.O:- Littel Russel Street, P.S:- Shakespeare Sarani, Kolkata, District-Kolkata, West Bengal, India, PIN - 700071

Indetified by Mr Soham Sur, . . Son of Mr Subir Kumar Sur, 38/19 Bhuban Mohan Roy Road, P.O: Barisha, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by profession Service

Execution is admitted on 26-03-2021 by Mr Arya Sumant, Director, Eden Realty Ventures Private Limited (Private Limited Company), 7, Jawahar Lal Nehru, P.O:- Dharmatala, P.S:- New Market, Kolkata, District-Kolkata, West Bengal, India, PIN - 700013

Indetified by Mr Soham Sur, . . Son of Mr Subir Kumar Sur, 38/19 Bhuban Mohan Roy Road, P.O: Barisha, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by profession Service

Kaustava Dey

Kaustava Dey

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. HOWRAH

Howrah, West Bengal

On 30-03-2021

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 35,00,007/- (B = Rs 35,00,000/- ,E = Rs 7/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 35,00,007/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/03/2021 3:28PM with Govt. Ref. No: 192020210249913721 on 25-03-2021, Amount Rs: 35,00,007/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1402204106 on 25-03-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,001/- and Stamp Duty paid by Stamp Rs 100/-
by online = Rs 75,001/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 9320, Amount: Rs.100/-, Date of Purchase: 23/03/2021, Vendor name: Tanmay
Kar Purkayastha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 25/03/2021 3:28PM with Govt. Ref. No: 192020210249913721 on 25-03-2021, Amount Rs: 75,001/-, Bank:
HDFC Bank (HDFC0000014), Ref. No. 1402204106 on 25-03-2021, Head of Account 0030-02-103-003-02

Kaustava Dey

Kaustava Dey

**ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. HOWRAH**

Howrah, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0502-2021, Page from 130803 to 130865
being No 050203456 for the year 2021.



Digitally signed by KAUSTAVA DEY
Date: 2021.03.31 12:00:21 +05:30
Reason: Digital Signing of Deed.

Kaustava Dey

(Kaustava Dey) 2021/03/31 12:00:21 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. HOWRAH
West Bengal.

(This document is digitally signed.)