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Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.

District Sub-Register-II
 Alipore, South 24-parganas
 03/02/20

JOINT DEVELOPMENT AGREEMENT

1. Date: 22.1.2020
2. Place: Kolkata
3. Parties:

✓

[Handwritten signature]

655178

Umesh Nayak



V.E.T. No-175

PS VINAYAK HOMES LLP

Umesh Nayak

Partner / Authorised Signatory



V.E.T. No-173

BISWANATH ACRES LLP, BISWANATH HOUSING LLP, BISWANATH PROPERTY, NIRMAAN LLP, BISWANATH PROPERTY DEVELOPERS LLP

Deep Kumar Das

Designated Partner



V.E.T. No-174

BISWANATH REALUNITY LLP, BISWANATH NEEV NIRMAAN LLP, BISWANATH REALTORS LLP

Deep Kumar Das

Designated Partner

Identified by me



Manoj Reza Adv ID-T.9 No-180
S/o, Tejendra Reza
28/1, Judge court road
P.O. P.S. Alipore
Kol-27

Name :
Address :
Vendor :

I. CHAKRABORTY
6B, Dr. Palakrishna Prasad Sarani
Kolkata - 700 001

ALIPUR JUDGES COURT
ALIPUR ADVOCATE
KOLKATA
WDP/136/2003

26 OCT 2019



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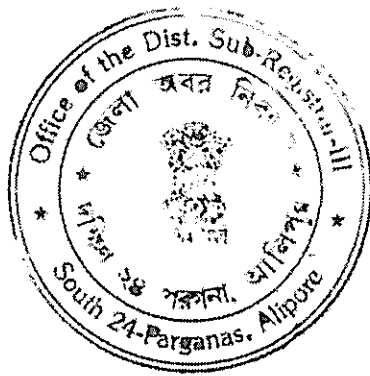
22 JAN 2020

- 3.1 **BISWANATH ACRES LLP**, having PAN AAVFB2082Q, having LLPIN AAP-7513,
- 3.2 **BISWANATH HOUSING LLP**, having PAN AAVFB2080N, having LLPIN AAP-7545,
- 3.3 **BISWANATH PROPERTY NIRMAAN LLP**, having PAN AAVFB2085K, having LLPIN AAP-7782 and
- 3.4 **BISWANATH PROPERTY DEVELOPERS LLP**, having PAN AAVFB2087M, having LLPIN AAP-7524,
 - all Limited Liability Partnership, having their respective registered offices at 39, Kali Krishna Tagore Street, Post Office Burrabazar, Police Station Jorasanko, Kolkata 700 007, all represented by their Designated Partner namely **ASHOK KUMAR TODI** (PAN ABRPT5626R, Aadhaar 8827 1493 8213), having Mobile No.9007021000, by Nationality Indian, by Caste- Hindu, by Occupation Business, son of Girdhari Lal Todi, residing at CG-235, Saltlake City, Sector II, Bidhannagar (M), Sech Bhawan, Post Office Sech Bhawan, Police Station Bidhannagar, North 24 Parganas, West Bengal 700091 and
- 3.5 **BISWANATH REALUNITY LLP**, having PAN AAVFB2077K, having LLPIN AAP-7528,
- 3.6 **BISWANATH NEEV NIRMAAN LLP**, having PAN AAVFB2088E, having LLPIN AAP-7523 and
- 3.7 **BISWANATH REALTORS LLP**, having PAN AAVFB2079H, having LLPIN AAP-7529,
 - all Limited Liability Partnership, having their respective registered offices at 39, Kali Krishna Tagore Street, Post Office Burrabazar, Police Station Jorasanko, Kolkata 700 007, all represented by their Designated Partner namely **PRADIP KUMAR TODI** (PAN ABTPT2696K, Aadhaar 701384152085), having Mobile No.9831490000, by Nationality Indian, by Caste- Hindu, by Occupation Business, son of Girdhari Lal Todi, residing at CF-398, Bidhannagar, CC-Block, North 24 Parganas, Post Office Bidhannagar, Police Station Bidhannagar, Kolkata -700064, hereinafter collectively referred to as the "**OWNERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their present partners or such other person or persons who may be taken in or admitted for the benefit of the said partnership business their respective heirs executors administrators legal representatives and assigns) of the **ONE PART**;

AND

4. **PS VINAYAK HOMES LLP, [PAN: AACFW2320H]**, having LLPIN AAF-7400, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 1002, E M Bypass, Front Block, Post Office Dhapa, Police Station Pragati Maidan, Kolkata - 700 105 represented by its Partner, **UMESH KYAL** [PAN: AGCPK9667R, Aadhaar 322167806519], having Mobile Number 9831151592, son of Late Govind Ram Kyal, by Occupation Business, residing at 30C South End Park, Post Office Sarat Bose Road, Police Station Lake, Kolkata 700 029, hereinafter referred to as the

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"DEVELOPER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present partners or such other person or persons who may be taken in or admitted for the benefit of the said partnership business their respective heirs executors administrators legal representatives and assigns) of the **OTHER PART:**

The Owners and the Developer are hereinafter individually referred to as a **"Party"** and collectively as **"Parties"**.

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

1. **Subject Matter of Agreement:**

The Owners herein along with others are jointly seized and possessed of or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 742 Decimals, be the same or little more or less, being Premises No.48, Mon Mohan Banerjee Road, Police Station-Behala, under Ward No.118 within the ambit of Kolkata Municipal Corporation, Kolkata-700 038, in the District- South 24 Parganas, more fully and particularly described in the **Part I of the First Schedule** hereunder written (hereinafter collectively referred to as **the said Entire Land**) free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments, trusts of whatsoever nature, which they along with others have purchased by way of several Indentures of Conveyance of different dates, more fully and particularly described in the **Sixth Schedule** hereunder written, absolutely and forever.

2. The Owners are jointly seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the undivided 10% (ten percent) share in **said Entire Land** containing an area of 74.2 Decimals, be the same or little more or less, being part of and comprised in Premises No.48, Mon Mohan Banerjee Road, Police Station-Behala, under Ward No.118 within the ambit of Kolkata Municipal Corporation, Kolkata-700 038 as more fully mentioned and described in the **PART II of the FIRST SCHEDULE** hereunder written and hereinafter referred to as "the **said Land**".
3. The Owners have approached to the Developer with the knowledge that the Developer has already entered into a Development Agreement with the remaining Owners of **ALL THAT** the undivided 90% (ninety percent) share in the said **Entire Land** and expressed their desire to enter into a separate Development Agreement with the Developer for development and commercially exploit the said Land along with the remaining undivided 90% share of the entire land as a single Project (hereinafter referred to as **"project"**) to which the Developer herein has agreed to.

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4. The Owners and the Developer have agreed to and accordingly the parties are entering into this agreement whereby the Owners are appointing the Developer as the Developer of the said Land being a part of the Entire Land on the terms and conditions mentioned herein.

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

5. Definitions

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

CLOSING DATE – shall mean the date, after receiving the notice of completion as provided hereafter and realization of the parties proportionate revenue, on which the Owners and Developer will mutually decide to close the rights and obligations under this Agreement.

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

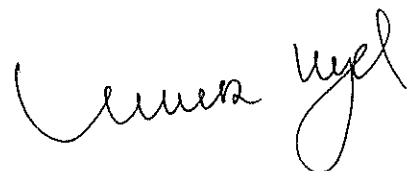
COMPLEX – shall mean the building Complex with open areas to be constructed, erected and completed by the Developer in terms of this Agreement and the Plan.

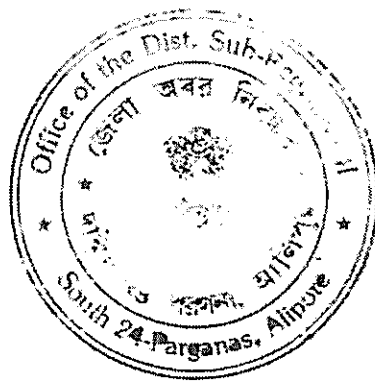
DEPOSITS/EXTRA CHARGES/TAXES – shall mean the amounts specified in the **Second Schedule** hereunder to be deposited/paid by transferees of the units or their respective transferees as the case may be to the Developer.

DEVELOPMENT RIGHTS – shall mean, in addition to what has been provided for elsewhere in this Agreement, the entire development rights of the Project on the said entire land and shall include (but not be limited to), *inter alia*, the right, power, entitlement, authority, sanction and permission to:

(a) enter into of the said entire land and every part thereof for the purpose of developing the Project;

(b) the Developer in consultation with the Owners shall exercise full, free, uninterrupted, exclusive and irrevocable marketing in respect of the saleable areas of the Project by way of sale, or any other manner of transfer or creation of third party rights therein, have control with respect to the pricing of the saleable area to be constructed on the said entire land and enter into agreements with such Purchasers as it deems





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fit and on such marketing or sale, to receive the full and complete proceeds as per the terms herein and give receipts and hand over ownership, possession, use or occupation of the saleable area and proportionate undivided interest in the said entire land;

(c) carry out the construction/development of the Project until the completion of development of the Project and marketing or sale of the saleable area on the said entire land and every part thereof;

(d) apply for and obtain from the relevant authorities all Approvals for development and construction of the Project that are required to be obtained by the Developer in terms of this Agreement;

(e) appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development work and to pay the wages, remuneration and salary of such persons;

(f) make payment and/or receive the refund of all deposits, or other charges to and from all public or Governmental Authorities or public or private utilities relating to the development of the said Entire Land paid by the Developer;

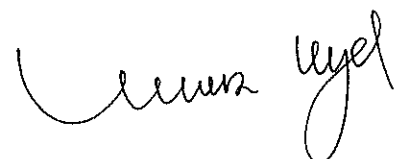
(g) make applications to the concerned Governmental Authority or semi-governmental authority in respect of, and carry out, all the infrastructure work, including levelling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical transformer and all other common areas and facilities for the proposed building to be constructed on the said land as may be required by any Approval, layout plan, or order of any Governmental Authority or semi-governmental authority and acquire relevant Approvals for obtaining water and electricity connections and Approvals for cement, steel and other building materials, if any as the Developer deems fit;

(h) deal with, appear before and file applications, declarations, certificates and submit/receive information with, as may be required under the Applicable Law any Governmental Authority in relation to the Project necessary for the full, free and uninterrupted development of the said Entire Land, the development of and construction of building on the said Entire land;

(i) carry out and comply with all the conditions contained in the Approvals as may be obtained from time to time;

(j) launch the Project for sale of the units;

(k) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in

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connection with all the marketing, or sale of the saleable area to be constructed on the said Entire Land as envisaged herein;

(l) manage the said Entire Land and the Land and facilities/common areas constructed upon the said Entire Land and/or to transfer/assign right to maintenance to any third party and to retain all benefits, consideration etc. accruing from such maintenance of the Project;

(m) take appropriate actions, steps and seek compliances, Approvals and exemptions under the provisions of the Applicable Law;

(n) demarcate the common areas and facilities, and the limited common areas and facilities in the Project in the sole discretion of the Developer, as per the lay out plan and applicable law and to file and register all requisite deeds and documents under the West Bengal Apartment Ownership Act, 1972 with the competent authority;

(o) generally any and all other acts, deeds and things that may be required for the exercise of the Development Rights.

ENTIRE LAND- shall mean **ALL THAT** the piece and parcel of land containing an area of 742 Decimals, be the same or little more or less, being Premises No.48, Mon Mohan Banerjee Road, Police Station-Behala, under Ward No.118 within the ambit of Kolkata Municipal Corporation, Kolkata-700 038, in the District- South 24 Parganas morefully and particularly described in the **Part I** of the **First Schedule**.

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

PLAN - shall mean the plan already been sanctioned by Kolkata Municipal Corporation being Building Permit No.2019130116 dated 21st September, 2019.

PROJECT - shall mean the development of the said Entire Land and the construction, erection and completion of the Complex by the Developer in terms of this Agreement and the Plan.

SAID LAND - shall mean **ALL THAT** the piece and parcel of land containing an area of 74.2 Decimals, be the same or little more or less, being the undivided 10% (ten percent) share in the Entire Land, morefully and particularly described in the **Part II** of the **First Schedule** hereunder written.

SAID SHARE - shall mean the undivided proportionate indivisible part or share in the said Entire land as in the context would become applicable.

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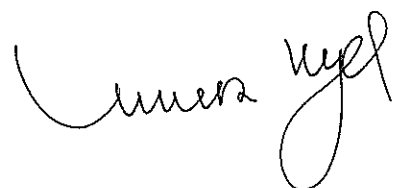
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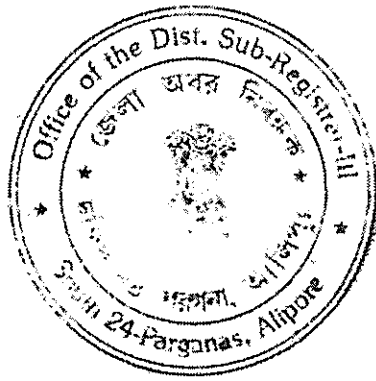
SPECIFICATION – shall mean the specification for construction of the said Project as mentioned in the **Third Schedule** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

6. INTERPRETATION:

In this agreement save and except as otherwise expressly provided –

- i) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- ii) the division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- iii) when calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- iv) all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- v) the words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.
- vi) Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.
- vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.
- viii) This Agreement does not create, constitute, assume any kind of sale or transfer of the said land in favour of the Developer.





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7. Representations, Warranties and Background

7.1 **Owners' Representations:** The Owners have represented and warranted to the Developer as follows:

7.1.1 **Ownership of said Land:** The Owners are the absolute lawful owners of the said Land.

7.1.2 **Marketable Title:** The right, title and interest of the Owners in the said Land is free from all encumbrances, mortgages, leases, charges, liens, trusts, attachments, claims, demands and liabilities and the Owners have a marketable title to the said Land.

7.1.3 **Possession:** The said Land in its entirety is in the *khas*, vacant, physical and absolute possession of the Owners and is enclosed in boundary walls on all four sides.

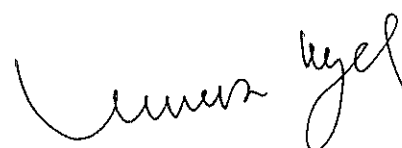
7.1.4 **B.L.L.R.O Mutation:** The said Land has already been duly mutated in the name of the Owners in the office of the Block Land & Land Reforms Officer, Thakurpukur – Metiabruz.

7.1.5 **KMC Mutation:** The said Entire Land has separately assessed, amalgamated and numbered as Premises No. 48, Mon Mohan Banerjee Road, Kolkata – 700 038 and names of the Owners of the Entire Land have since been mutated in the records of the Kolkata Municipal Corporation vide Assessee No. 411180700461.

7.1.6 **Urban Land Ceiling:** One Memo of the Competent Authority, ULC & S.D.O. Alipore, Sadar, 24-Parganas (S) being No Objection Certificates dated 20th April, 2018 has been granted to the Owners of the Entire Land with regard to Premises Nos. 48, Mon Mohan Banerjee Road, 49B, Mon Mohan Banerjee Road, and 49A/2, Mon Mohan Banerjee Road, Kolkata, respectively, declaring that the office is satisfied that the Owners of the Entire Land do not appear to hold any land in excess of the ceiling limit under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 against the land, subject as contained therein.

7.1.7 **No Requisition or Acquisition:** The said Land is not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise.

7.1.8 **Taxes Paid:** All bills received for Land taxes payable to the Kolkata Municipal Corporation including khajna / land revenue in respect of the



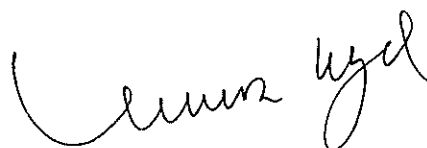


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said Entire Land have been paid by the Owners of the Entire Land and at present there are no outstanding demands regarding the same.

- 7.1.9 **No Guarantee:** No guarantee and/or corporate guarantee that may affect the said Land in any manner at any time whatsoever has been given by the Owners.
- 7.1.10 **No Legal Proceedings:** No suits and/or other legal proceedings are pending regarding the said Land and there are no orders of Court or any other authority affecting the said Land and/or the right title and interest of the Owners herein.
- 7.1.11 **No Previous Agreement:** The Owners have not entered into any agreement, arrangement or understanding whatsoever with any person or entity for sale, transfer, lease, development or otherwise dealing with or disposing off the said Land or any part thereof and has not created any third party rights whatsoever.
- 7.1.12 **No Excess Land:** That the Owners do not hold any excess land within the meaning of the West Bengal Land Reforms Act, 1955 or any other local land / tenancy law, act or statute applicable to the said Land, nor did the predecessors-in-title or interest of the Owners ever held any excess land as such.
- 7.1.13 **No Vesting:** That no part or portion of the said Land has vested in the State under the provisions of the West Bengal Land Reforms Act, 1955 or any other local land / tenancy law, act or statute applicable to the said Land nor is there any case pending under such Acts or Statutes;
- 7.1.14 **Not Subject To Any Right To Others etc.:** That to the best of the knowledge of the Owners, the said Land or any part thereof is not affected by or subject to (a) any right of residence or maintenance under any testamentary disposition settlement or other documents or under any law, (b) any trust resulting or constructive arising under any debutter name benami transaction or otherwise, (c) any debutter wakf or devseva, (d) any right of way water light support drainage or any other easement with any person or property, (e) any burden or obligation other than payment of khajana / land revenue, (f) any restrictive covenant, (g) any other encumbrance of any kind whatsoever;
- 7.1.15 **Authority:** The Owners have full right, power and authority to enter into this Agreement and there is no legal bar or impediment regarding the same.





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7.2 **Developer's Representations:** The Developer has represented and warranted to the Owners as follows:

7.2.1 **Infrastructure, Expertise and Financial Capacity of Developer:**

The Developer has necessary infrastructure and expertise in the field of construction and development of real estate as also the financial capacity and resources to successfully undertake, complete and finish within the agreed time the development of the said Entire Land.

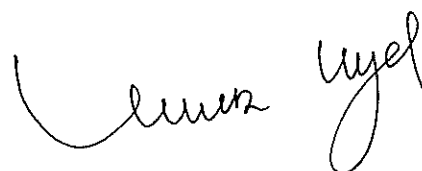
7.2.2 **No Abandonment:** The Developer shall not abandon, delay or neglect the Project in any manner and shall accord the necessary priority thereto.

7.2.3 **Authority:** The Developer has good right, full power and absolute authority to enter into this Agreement and appropriate resolutions / authorizations to that effect exist.

7.3 **Background:** The Developer has expressed its interest to take up the development of the said Entire Land by construction of the New Buildings thereat and marketing and selling the Units and other rights therein ("**Project**"). Pursuant to the above, the Parties have agreed to the final terms and conditions for the Project, which are being recorded in this Agreement.

8. **Basic Understanding**

8.1 **Agreement:** The Owners shall at their own costs make available to the Developer for the purpose of development the said Entire Land with a marketable title free from all encumbrances and liabilities whatsoever. The Developer shall at its own costs develop the said Entire Land and construct New Buildings thereon in accordance with the architectural plans ("**Building Plans**") which has been sanctioned by the Kolkata Municipal Corporation as a residential building with specified areas, amenities and facilities to be enjoyed in common ("**New Building**") as per mutually agreed specifications in the manner envisaged in this Agreement. The saleable constructed spaces/apartments/flats and other rights in the New Building ("**Units**") shall be transferable in favour of intending buyers ("**Transferees**"). The term 'Transferees' shall also include the Owners of the Entire Land and the Developer in respect of any Unit(s) that may be retained by them respectively.





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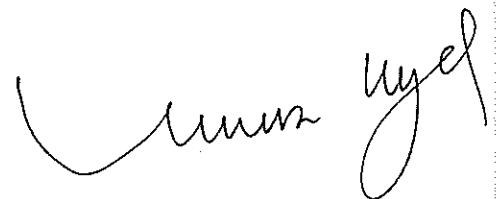
The Parties have mutually decided to take up the Project, i.e. the development of the said Entire Land by construction of the New Building/s thereon and commercial exploitation of the New Building/s in the manner contained in this Agreement, with the main crux being that development at and construction of New Building/s at the said Entire Land shall be made by the Developer at its own costs and expenses and the revenues arising from sale and transfer thereof shall be shared by the parties in the ratio hereinafter mentioned in Clauses 13.2.1 and 13.3.1.

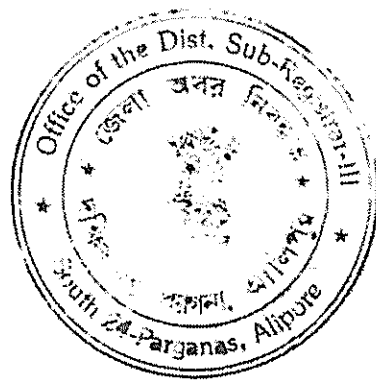
8.2 **Developer to have exclusive development right:** For the purposes of construction and commercial exploitation, the Owners are hereby granting to the Developer an exclusive right and authority to construct the New Building and take all steps in terms of this Agreement.

9. Appointment and Commencement

9.1 **Appointment and Acceptance:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 8 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, the Owners hereby appoint the Developer as the developer of the said Entire Land with exclusive right to execute the Project in accordance with this Agreement. The Developer hereby accepts the said appointment by the Owners.

9.1.1 The rights granted to the Developer to develop the said Land shall not be revoked by the Owners so long the Developer is not in default of its obligations hereunder, without prejudice to the rights of the Developer to rectify the defaults, if any, within a reasonable period of time after receiving prior notice in writing from the Owners informing the Developer of the nature of the default and suggested remedial measures to be taken. If the Owners violate this provision, then the Owners shall be liable to indemnify and keep saved harmless and indemnified the Developer for all losses damages costs claims demands consequences suffered or incurred or likely to be suffered or incurred by the Developer thereby or as a result thereof. Similarly, the Owners shall be given notice by the Developer to rectify the defaults, if any made by the Owners, within a reasonable period of time after receiving notice in writing from the Developer informing the Owners of the nature of default and the suggested remedial measures. If the Developer violates this provision, then the Developer shall be liable to indemnify and keep saved harmless and indemnified the Owners for all losses damages costs claims





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demands consequences suffered or incurred or likely to be suffered or incurred by the Owners thereby or as a result thereof.

9.2 **Commencement and Tenure:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated in this Agreement.

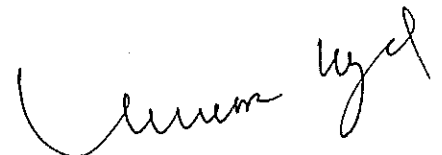
10. Sanction, Approvals and Construction

10.1 **Sanction & Approvals:** The Developer have already obtained sanction plan being Building Permit No.2019130116 dated 21st September, 2019, from the Kolkata Municipal Corporation at its own cost which the Owners have verified and confirmed ("**Plan**"). All costs, charges, expenses, outgoings and fees for the Approvals (including development fee, sanction fee, etc.) has been borne and paid by the Developer. However, in case of any Approvals being necessary because of modifications/changes being made in any Unit at the request of the Transferees of such Unit, then the costs, charges, expenses, outgoings and fees for the same shall be borne and paid by the concerned Transferee. If at any time additional/further constructions become permissible on the said Entire Land due to change in any law or Building Rules or otherwise, then such additional/further constructions shall be made by the Developer at its own costs. The Developer shall sell such additional/further constructions and the sale proceeds thereof shall be shared by the Owners and the Developer in the ratio mentioned in clauses 13.2.1 and 13.3.1 below, respectively.

10.2 **Architects and Consultants:** The Architects and consultants for the Project has been appointed by Developer. All fees, costs, charges and expenses payable to them shall be paid by the Developer.

10.3 **Demolition of Existing Structures and Removal of Debris:** Within three months from the date of sanction of the Building Plans, the Developer shall at its own costs complete the demolition of the existing structures at the said Entire Land and remove and/or dispose of the materials, salvage, debris, etc. so that the site is in an appropriate condition to commence construction of the New Building.

10.4 **Construction of New Building:** The Developer shall commence and complete construction of the New Building at its own costs and expenses





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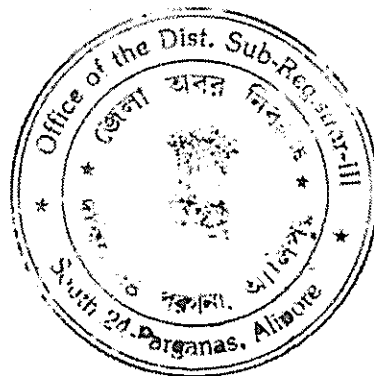
in accordance with the sanctioned Building Plans and the specifications contained in the **THIRD SCHEDULE** hereunder written and the Units made fit for habitation within the time mentioned in clause 10.5 below.

- 10.5 **Completion Time:** The Developer shall at its own costs and expenses, construct, erect and complete the New Building in accordance with the Building Plan and the mutually agreed specifications within a period of 60 (sixty) months from the date of receiving all Approvals necessary for commencement of construction ("**Completion Time**"). For any delay thereafter not attributable to Force Majeure, the Developer shall be entitled to a further period of 12 (twelve) months from the date of expiry of the Completion Time ("**Grace Period**").
- 10.6 **Common Portions:** The Developer shall at its own costs, construct and/or install and/or make available in the New Building, the common areas, amenities and facilities (collectively "**Common Portions**").
- 10.7 **Building Materials:** The Developer shall be authorized to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities required for the construction of the New Building.
- 10.8 **Temporary Connections:** The Developer shall at its own costs be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use any existing electricity and water connection at the said Entire Land the costs whereof shall be borne by the Developer.
- 10.9 **Co-operation:** Neither Party shall indulge in any activities that may be detrimental to the development of the said Entire Land and/or may affect the mutual interest of the Parties. Both parties shall provide all cooperation that may be necessary for successful completion of the Project.

11. **Authority to Enter**

Simultaneously with the execution of this agreement the actual possession of the said Land shall be made over to the Developer by the Owners only as a licensee and such possession shall not be deemed to be a transfer under the Income tax Act or possession under Section 53A of Transfer of Property Act, 1882. The Owners shall also allow the





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Developer to enter the said Land as a Developer for carrying out the works for development of the said Land.

12. Powers of Attorney

Simultaneously with the execution of this Agreement, the Owners have agreed to grant to the Developer and/or its nominees, necessary Powers of Attorney for the purpose of *inter alia*, obtaining sanction of the said Building Plans together with all necessary Approvals for the Project and entering into Agreements for Sale and executing and registering Deeds of Conveyance in respect of sale of the proportionate undivided share in the land of the said Entire Land attributable to each Units and/or other saleable spaces in the New Building.

13. Allocation of Revenues of Saleable Constructed Spaces in the New Building

13.1 **Sale Proceeds:** The sale proceeds (excluding the Excluded Receipts, as defined in clause 14.5.2 below) from the sale of total saleable/constructed spaces in the New Building along with car parking spaces together with an undivided indivisible impartible proportionate share and/or interest in the Land and the Common Portions ("**Sale Proceeds**") shall be allocated between the parties as mentioned below. It is clarified that the amounts receivable by the Developer under clauses 21.1 are not part of the Sale Proceeds and the same shall belong only to the Developer without the Owners having any share therein. It is also clarified that the marketing expenses shall be deducted from the sale proceeds as mentioned in clause 14.4 in this agreement before sharing it with the Owners.

13.2.1 **Owners' Allocation of Sale Proceeds:** The Owners' Allocation of Sale Proceeds shall mean 50% (Fifty) per cent of the Net Sale Proceeds (Sale proceeds minus Marketing expenses) generated from the sale of various flats, units, apartments and/or constructed spaces of the new buildings to be constructed on the Said Land i.e. on the undivided 10% share of the Entire Land. The Owners' Sale Proceeds shall be deposited by the Developer in Owner's Account.

13.2.2 For the sake of clarity the Owner's Allocation means 5% (Five percent) of the total net Sale Proceeds of the entire project.

13.3.1 **Developer's Allocation of Sale Proceeds:** The Developer's Allocation of Sale Proceeds shall mean balance 50% (Fifty) per cent of the Sale



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Proceeds generated from the sale of various flats, units, apartments and/or constructed spaces of the new buildings to be constructed on the Said Land i.e. on the undivided 10% share of the Entire Land.

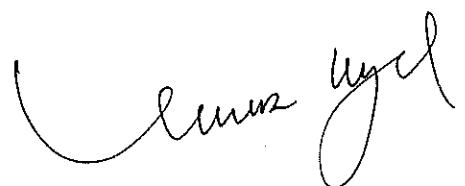
13.3.2 For the sake of clarity the Owner's Allocation means 5% (Five percent) of the total net Sale Proceeds of the entire project.

14. Financials

14.1 **Project Finance:** The Developer may arrange for financing of the Project (**Project Finance**) from any Bank / Financial Institution / NBFC / Private Equity Fund (**Financier**). After sanction of the Building Plans and obtaining of Approvals required for commencement of construction, the Owners shall at the request of the Developer execute Power of Attorney/s in favour of the Developer, also sign other documents, as may be required by the Developer for obtaining such Project Finance. The Owners shall also at the request of the Developer deposit the Original Title Documents of the said Land with the Financier as security for the purpose of Project Finance in the manner that the Financier shall not have any right or lien in respect of the Owners' Allocation. For the aforesaid purpose, the Owners may join as consenting party (if required by the Financier) to create a mortgage/charge in favour of the Financier for availing such Project Finance Provided That the Owners shall not have any liability whatsoever to repay the loans obtained by the Developer and/or any interest, penalty or other amounts relating to the same (collectively **Project Finance Liability**) and the Developer hereby indemnifies and agrees to keep indemnified the Owners against any claim, liability or loss whatsoever relating to Project Finance/ Project Finance Liability. The Developer undertakes to make timely payment of the Project Finance Liability without any default and in a manner that neither the Project nor the sales of the constructed spaces therein are adversely affected.

14.2 The Transferees of constructed spaces in the New Building shall be entitled to obtain housing loans from Banks/Financial Institutions subject to the terms and conditions of the Agreement for Sale to be executed in their favour.

14.3 **Goods and Service Tax:** The goods and service tax relating to development and construction shall be paid and borne by the Developer and the Owners as and when required by the law.



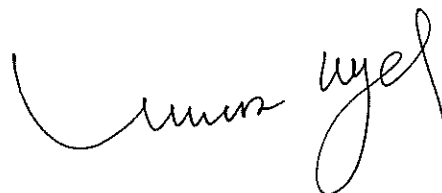


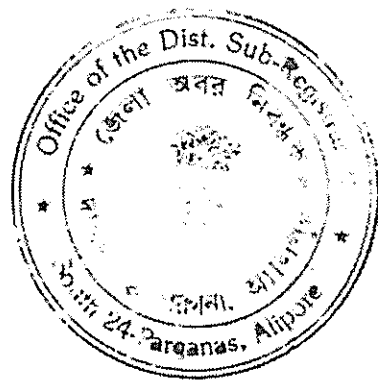
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- 14.4 **Marketing Costs & Brokerage:** The costs for marketing including cost of marketing materials, model flat, marketing office, brochures, advertisement creatives, etc. and brokerage, if any, shall be paid by the Developer and the Owners in their respective ratios.
- 14.5 **Project Development & Revenue:** The Developer shall have the exclusive right and entitlement to market / advertise / promote the entire Project including the right to sell, transfer and otherwise dispose-off any Units and/or other constructed areas or spaces, Parking Spaces, commercial spaces (if any) and other facilities comprised in the Project on such terms and conditions and at such prices as may be decided from time to time by the Owners and the Developer, jointly.
- 14.5.1 The Developer shall be entitled to receive all consideration / allotment money / advance consideration, etc. in its own name in respect of sale / lease of the Units and other areas comprised in the Project and give receipts thereof and transfer ownership, possession, use or occupation of any such Units and/or spaces structures and other facilities on behalf of the Owners to the persons intending to purchase the same.
- 14.5.2 The Parties hereby agree that all booking amounts, advances and sale proceeds received by the Developer for the sale, lease and/or Transfer otherwise of the Units comprised in the Project shall be appropriated and shared by the Parties in the ratio mentioned in clause 13.2.1 and 13.3.1 above, save and except the receipts on account of (i) all payments made by the Transferees as reimbursement of goods and service tax and other taxes, as may be applicable, (ii) all payments made by the Transferees towards payment of legal fees, stamp duties and registration charges for registration of their respective Agreement for Sale and Deed of Conveyance, corpus deposits and/or sinking funds for maintenance, deposits / expenses for formation of the Association and Maintenance Organisation, Common Expenses, municipal taxes and deposits for the same, deposits and expenses for purchase, installation and maintenance of the common installations and facilities, charges / costs / expenses for additional work requested by any Transferee in his Unit, charges, out-pocket expenses and fees payable for changes / regularization / completion under the Applicable Law and rules, etc., (iii) all payments made by the Transferees towards installation and maintenance of any facility in the Project for common enjoyment and (iv) all security deposits paid by any person / tenant in case of grant of lease / leave and license / any other non-permanent right of use of Project spaces (all hereinafter collectively referred to as "the **Excluded Receipts**"), which shall be exclusively received by the Developer for use of the respective purposes for which they are received.



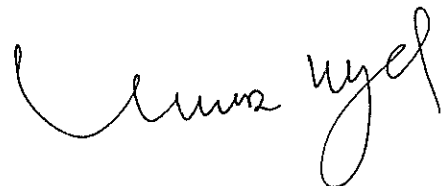


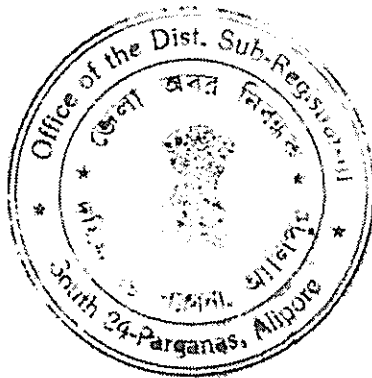
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- 14.5.3 Refunds of any amount to any Transferee shall be at the first instance made by the Developer and thereafter to be adjusted from the amounts payable to the Owners.
- 14.5.4 Goods and Service Tax and all other taxes, impositions or levies, as may be imposed or levied by any Statutory or Governmental Body or authority upon the development of the said Entire Land or matters connected therewith (**Taxes**), if any, relating to the development and construction of the Project shall be paid and borne solely by the Developer who shall comply with the applicable provisions regarding the same and keep the Owners indemnified in this regard. The Taxes in respect of the sale of the Units to the transferees shall be collected by the Developer from the transferees. Deposit of such Taxes with the concerned authority in accordance with law in respect of the sale of the Units to the transferees and complying with applicable provisions regarding the same shall be the responsibility of the Developer.
- 14.5.5 After completion of development of the Project, the parties shall carry out final reconciliation of accounts of the Project and pay or receive suitable adjustment amounts, to or from each other. Apart from the share or dues of Owners in the sale proceeds of the Project, the Owners shall have no other share or interest in any other head or account arising out of the development of the said Entire Land.

15. Retention of Units by Parties and transfer of Units to Transferees

- 15.1 **Retaining of Units by Parties:** Either Party may at its option intimate to the other party its desire to retain/acquire any Unit (within its allotted allocation percentage) that is unsold at the relevant time at the market price prevalent at that time for sale of Units in the Project. In such an event such party shall have a right of first purchase and shall make payment of the sale consideration for such Unit as also the payments under clause 21.1 in the same manner as any other Transferee. Any implication of Goods and Service Tax in relation to the said retention of flats shall be borne by the respective party.
- 15.2 **Transfer in favour of Transferees:** The Units in the New Building shall be sold and transferred in favour of the Transferees by initially entering into Agreements for Sale and ultimately transferring title by registered Deeds of Conveyance. Both the Owners and the Developer shall be parties in all such Agreements and Deeds of Conveyance. The costs of such Agreements and Deeds of Conveyance including stamp duty and registration fees (including deficit stamp duty and registration fees) and





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all legal fees and expenses incidental or related thereto shall be borne and paid by the respective Transferees.

16. Municipal Taxes and Outgoings

All Municipal rates, taxes and outgoings (collectively **Rates**) in respect of the said land from the date of this Agreement shall be borne, paid and discharged by the Developer, and thereafter from the date of grant of the Completion Certificate or notice of possession, whichever is earlier, the Rates shall be borne, paid and discharged by the respective Transferees.

17. Access and Post Completion Maintenance

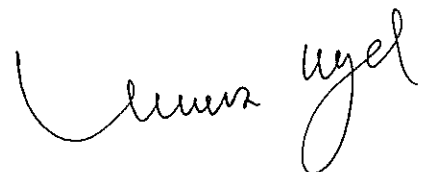
17.1 Notice of Completion: Upon the construction of the New Building being completed to the extent necessary for giving access for internal finishing of Units therein as per the certificate from the Architects, the Developer shall give a written notice to the Owners/Transferee and the date of such notice shall be deemed to be the Completion Date though Common Portions may be incomplete at that time and though the Completion / Occupancy Certificate from the Kolkata Municipal Corporation shall be obtained subsequently after completion of Common Portions by the Developer.

17.2 Access for fit out: Access to any Unit shall be made over to the Transferees for fit-outs only after both the Owners and the Developer have received their respective share of the Sale Consideration and other amounts receivable in respect of such Unit.

17.3 Maintenance: The parties shall frame a scheme for the management and maintenance of the New Building. Initially the maintenance of the New Building including the Common Portions shall be looked after by the Developer who shall be entitled to collect the costs and service charges for the same ("**Maintenance Charges**"). At an appropriate stage the Developer shall hand over the maintenance to a body constituted / formed at the instance of the Developer and the Transferees shall be represented on such body.

18. Principal Obligations of Developer

18.1 Payment of Taxes: The Developer shall ensure timely deposit of any further amount that may be mutually agreed in writing to be deposited by the Developer with the Owners in terms of clause 14.3.



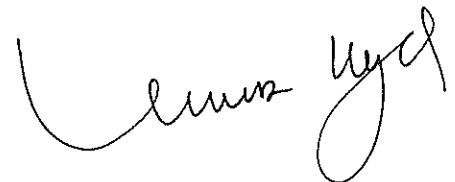


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- 18.2 **Completion of construction for access within Completion Time:** The Developer shall complete the construction of the New Building to the extent necessary for giving notice under clause 17.1 above within the Completion Time Provided. However that in case of revised sanction, the time required for revision shall be added.
- 18.3 **Obligations subsequent to Completion:** The Developer shall complete the Common Portions and make available utilities like electricity, water, sewerage, drainage etc. at appropriate time.
- 18.4 **Completion Certificate from the Kolkata Municipal Corporation:** The Developer shall take steps and obtain at its own costs the Completion Certificate from the Kolkata Municipal Corporation as soon as possible. The Developer shall thereafter obtain drainage/sewerage connection required to be obtained after the Completion Certificate.
- 18.5 **Compliance with Laws:** The Developer shall execute the Project and make construction of the New Building in conformity with the prevailing laws, rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the responsibility of the Developer to ensure proper compliance.
- 18.6 **Involvement of other consultants, etc.:** The Developer shall be responsible for development and construction of the New Building with the help of the Architects as also all other consultants, professional bodies, contractors, etc. The Owners shall be consulted and kept informed.
- 18.7 **Specifications:** The Developer shall construct the new building as per the specifications mentioned in the **THIRD SCHEDULE** hereunder written and such other specifications as may be agreed with the Owners.
- 18.8 **Adherence by Developer:** The Developer has assured the Owners that it shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement.
- 18.9 **Construction at Developer's Risk and Cost:** The Developer shall construct and complete the New Building at its own cost, risk and responsibility including for planning, designing and sanction of building plan. The Developer shall be responsible and liable to Government, Kolkata Municipal Corporation and other authorities concerned for any loss or for any claim arising from such construction and hereby indemnifies and agrees to keep indemnified the Owners against any





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claims, losses or damages for any default or failure or breach on the part of the Developer.

18.10 Tax Liabilities: All project liabilities for taxes, levies, duties, etc. in relation to the development and construction of the New Building/Project, including sales tax, value added tax, service tax, works contract tax and all other rates and taxes shall be paid by the Developer. With regards the tax payable by the Owners on the income arising out of transfer of the Units in the New Building, the same shall be payable by the Owners in respect of the Owners' Allocation and shall be payable by the Developer in respect of the Developer's Allocation.

18.11 Approvals for Construction: It shall be the responsibility of the Developer to obtain Approvals required from various Government authorities to commence, execute and complete the Project.

18.12 Responsibility for Marketing: All saleable constructed spaces in the New Building shall be marketed and sold by the Developer who shall decide the marketing strategy, budget, selection of publicity material, media etc.

18.13 Assignment: The Owners hereby agree that the Developer shall with prior written approval of the Owners be entitled to transfer and/or assign this Agreement or any rights or benefits hereunder to any third party provided such third party agrees to honor this Agreement in place and stead of the Developer on the same terms and conditions, as herein contained.

19. Principal Obligations of Owners

19.1 Title: The Owners shall ensure that their title to the said Property continues to remain marketable and free from all encumbrances, liabilities and restrictions and is approved for grant of Project Finance. The Owners shall remain liable to rectify defects, if any, in the title at their own costs.

19.2 Co-operation with Developer: The Owners undertake to fully cooperate with the Developer for obtaining all Approvals required for development of the said Property.

19.3 Documentation and Information: The Owners undertake to provide the Developer with necessary documentation and information relating to the said Property as may be required by the Developer from time to time.





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- 19.4 **No Obstruction to Developer:** The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions and/or exercising its rights and entitlements under this Agreement.
- 19.5 **No Dealing with the said Property:** The Owners hereby covenant not to let out, grant lease, mortgage and/or charge the said Property or any portion thereof save in the manner envisaged by this Agreement.
- 19.6 **Adherence by Owners:** The Owners have assured the Developer that it shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement.
- 19.7 **Mutation and Conversion:** The Owners agree that they shall within 60 days from the date of this Agreement have the said Property mutated in their names in the records of the concerned Block Land and Land Reforms Officer, unless already mutated. The Owners shall further have the classification of the said Property converted to a category suitable / permitted by the local laws for the purpose of the Project.

20. Indemnity

- 20.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owners saved, harmless and indemnified of from and against any and all losses, damages and/or liabilities (whether criminal or civil) suffered by the Owners relating to the development and/or to the construction of the New Building and arising from any breach of this Agreement by the Developer and/or arising from any breach, default or violation of any law, permission, rules, regulations or bye-laws relating to development and construction and/or arising out of any accident or negligence during development and construction.
- 20.2 **By Owners:** The Owners hereby indemnify and agree to keep the Developer saved, harmless and indemnified of from and against any and all losses, damages and/or liabilities (whether criminal or civil) suffered by Developer relating to the ownership and title of the said Property and arising from any breach of this Agreement by the Owners and/or arising from any defect in title of the said Property and/or arising from any of the Representations of the Owners being incorrect.

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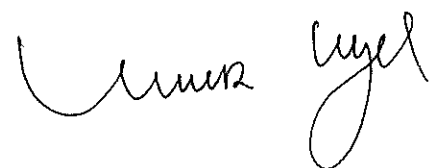


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21. Miscellaneous

- 21.1 **Developer to Collect Additional Payments & Deposits:** The Developer shall be entitled to collect in respect of all Units of the New Building all additional charges, expenses and/or deposits. These shall include corpus deposit/sinking fund, deposit/expenses for formation of the Maintenance Company, Common Expenses, Maintenance Charges and deposits for the same, Municipal Taxes and deposits for the same, deposits demanded by the electric supply authority and other agencies, Project Advocates' Fees, charges for additional work and amenities that may be provided, charges, out pocket expenses and fees payable for changes/ regularization/ completion under applicable Rules or provisions, etc. morefully and particularly described in the **Second Schedule** hereunder written. It is clarified that the aforesaid additional charges, expenses and/or deposits shall belong exclusively to the Developer and shall not be included as part of Sale Proceeds. The Owners agree that if any air-conditioning charges are taken from the Transferees, then the same shall belong exclusively to the Developer and no part thereof shall be claimed or demanded by and/or payable to the Owners.
- 21.2 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions, correspondence and agreements between the Parties, written, oral or implied.
- 21.3 **Validity:** The parties are executing this Agreement as a legally binding contract with intent to be bound by the terms hereof. If any term or provision herein contained shall be held to be invalid or unenforceable, the same shall not affect the validity or enforceability of the other provisions of this Agreement and the parties shall endeavor to replace such term or provision with a valid and enforceable term or provision which corresponds best to the original intention.
- 21.4 **Custody:** The Developer shall be entitled to the custody of this Agreement.
- 21.5 **Essence of the Contract:** The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 21.6 **No Partnership:** The Owners and the Developer have entered into this Agreement purely on a principal to principal basis and nothing





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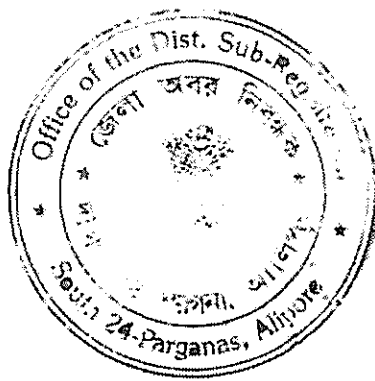
contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

- 21.7 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights. A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion.
- 21.8 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 21.9 **Name of Complex:** The Complex shall be named as "NAVYOM", or as mutually decided by the parties.
- 21.10 **No Transfer at present:** Nothing in these presents shall be construed as a transfer, demise, assignment or conveyance in law of the said land or any part thereof to the Developer by the Owners. No transfer of any title is intended to be or is being made by virtue of this Agreement. The transfer of title is intended to and shall take place only after Completion of the New Building.

22. Defaults / Termination

- 22.1 Prior to grant of all Approvals required for commencement of construction including sanction of Building Plan, this Agreement may be cancelled in the following circumstances:
- a) In the event of there being any defect in title or any encumbrances in respect of the said Land as well as in the Entire Land, the Developer shall have the option to cancel this Agreement by giving notice by Speed Post with Acknowledgement Due to the Owners.
 - b) In the event of the Building Plans not being sanctioned and all Approvals required for commencement of construction not being received within 12 (twelve) months from the date of this Agreement for any reason whatsoever, the Owners shall be entitled to cancel this Agreement by giving notice by Speed Post with Acknowledgement Due to the Developer.
- 22.2 In event of termination under clause 22.1(a) the Owners shall pay to the Developer the expenses and costs incurred at actuals by the Developer





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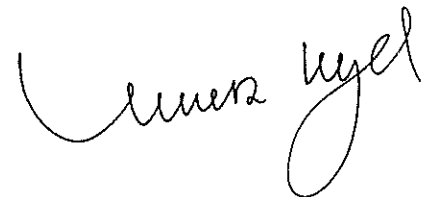
till that time within 30 days of receipt of notice of termination. The Developer shall hand over the possession of the said land to the Owners simultaneously with receipt of the Deposit and the expenses (if applicable).

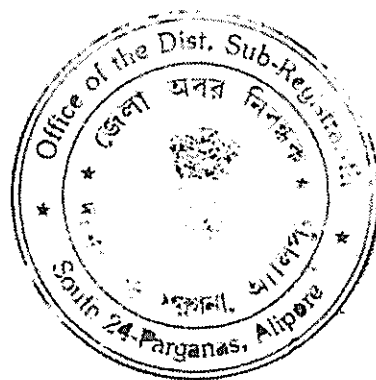
22.3 Save as mentioned in clause 22.1, none of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration. In the event of any default on the part of either Party, the other Party shall be entitled to sue the Party in default for specific performance of this Agreement. Damages may be claimed by a Party in addition to specific performance. However, if there is any delay in implementing the Project except due to force majeure (explained in clause 23 below), the same shall be justified by the Developer to the Owners to its satisfaction or otherwise a penalty shall be imposed, which shall be decided by arbitration.

23. Force Majeure

23.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any act, omission, breach or violation by such Party of any of its obligations under this Agreement but which arises from, or is attributable to Acts of God, natural calamities, accidents, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-availability/shortage of construction material, delays due to municipal elections, any legislation, regulation, ruling or omissions (including delay or failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any Government or Court orders.

23.2 If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, that Party shall inform the other Party in writing of the event of Force Majeure specifying the nature and extent of the circumstances giving rise to the event/s of force majeure. Similar notice in writing shall also be given upon cessation of the Force Majeure event. Subject to written notifications as above with proof of service, neither Party shall be





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deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall upon occurrence and cessation of any event constituting Force Majeure be extended by the same period as the period of Force Majeure event.

24. Amendment/Modification

The parties may add to, alter, amend and/or modify this Agreement or any part hereof in such manner as may be mutually agreed in writing provided however it shall not be necessary to register such writing. No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the Parties.

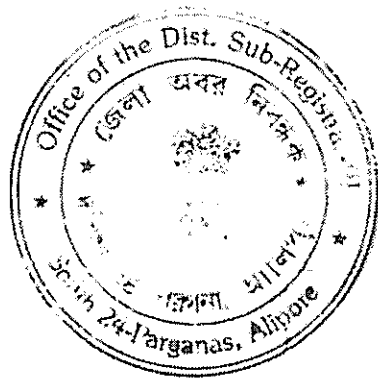
25. Notice

Any notice or other written communication given under or in connection with this Agreement may be delivered by hand against written acknowledgment, or sent by facsimile transmission with proof of proper transmission, or sent by registered post with acknowledgement due to the address of the relevant Party mentioned in this agreement or such other address as may be notified in writing by each Party from time to time.

26. Arbitration

Any dispute or difference between the parties hereto arising out of and/or relating to and/or concerning the said land and/or this Agreement or any term or condition herein contained and/or relating to interpretation thereof shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the Arbitrator shall have summary powers and may make or give interim orders, awards and/or directions. The Arbitrator shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law but shall give reasons for the award. The Award(s) made by the Arbitrator shall be final and the parties agree to be bound by the same:

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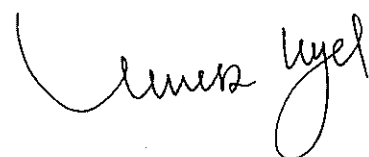
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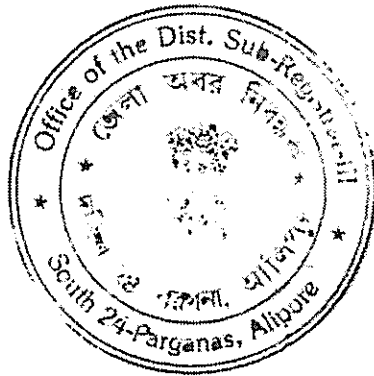
27. Jurisdiction

In connection with the aforesaid arbitration proceedings, the Courts at Calcutta only shall have exclusive jurisdiction to receive, entertain, try and determine all actions and proceedings.

28. Rules of Interpretation

- 28.1 **Statutes:** In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.
- 28.2 **Number:** In this Agreement, any reference to singular includes plural and vice-versa.
- 28.3 **Gender:** In this Agreement, words denoting any gender including all other genders.
- 28.4 **Party:** In this Agreement, any reference to a Party is to a party to this Agreement.
- 28.5 **Clause or Paragraph:** In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.
- 28.6 **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 28.7 **Headings:** In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or





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meaning of any clause and shall consequently not affect the construction of this Agreement.

29. Be it noted that by this Development Agreement and the related Development Power of attorney, the Developer shall only be entitled to receive consideration money by executing Agreement/Final document for transfer of property as per provisions laid down in the said documents as a Developer without getting any ownership of any part of the said land under Part II of the First Schedule. This Development Agreement and the related Development Power of Attorney shall never be treated as the Agreement/Final Document for transfer of property between the Owners and the Developer in anyway. This clause shall have overriding effect to anything written in these documents in contrary to this clause.

30. Schedules

THE FIRST SCHEDULE ABOVE REFERRED TO:

(PART I)

(The Said Entire Land)

All That the piece and parcel of Bastu land containing an area of 742 Decimals, be the same or little more or less, together with tile shed structure of 21000 Sq.Mtr. more or less, being Premises No.48, Mon Mohan Banerjee Road, Police Station-Behala, under Ward No.118 within the ambit of Kolkata Municipal Corporation, Kolkata-700 038, in the District- South 24Parganas and the same is butted and bounded by :-

ON THE NORTH : By Dag Nos.256, 1142, 1143, 1145, 1146;

ON THE SOUTH : By Premises No.49A, Manmohan Banerjee Road & 9.15m wide Manmohan Banerjee Road;

ON THE EAST : By Premises No.49A, Manmohan Banerjee Road & Dag Nos.2647, 2648, 2625(P) and

ON THE WEST : By Premises No.39/1, Agarwala Garden Road.

(PART II)

(Said Land)

All That the undivided 10% part or share in the said entire land admeasuring an area of 74.2 Decimals, be the same a little more or less, together with tile shed structure of 2100 Sq.Mtr. more or less, together with

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structure, being part of Premises No.48, Mon Mohan Banerjee Road, Police Station-Behala, under Ward No.118 within the ambit of Kolkata Municipal Corporation, Kolkata-700038, in the District- South 24 Parganas.

THE SECOND SCHEDULE ABOVE REFERRED TO :
(Deposits/Extra Charges/Taxes)

- **Special Amenities/Facilities:** provision of any special amenities/facilities in the common portions (save and except those described in the Fifth Schedule).
- **Upgradation of fixtures and fittings:** at any Transferees/Purchaser's request, any improved specifications of construction, any internal change made in the layout and/or upgradation of fixtures and fittings of any unit over and above the Specifications described.
- **Common Expenses/Maintenance Charges/Deposits:** proportionate share of the common expenses/maintenance charges as may be levied.
- **Transformer and allied installation:** Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipments.
- Formation of Association, Sinking Fund, Documentation Charges.
- Club membership fees, if any.
- **Taxes:** deposits towards Municipal/Panchayat rates and taxes, etc.
- Goods and Service Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body payable on the transfer of the Owners' Share by the Developer to the Owners shall be paid by the Owners.
- **Electricity Meter:** Security deposit and all other billed charges of the supply agency for providing electricity meter to the Complex, at actual.
- **Generator:** stand-by power provision to the Said New Building from diesel generators.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Specifications)

Superstructure	: RCC Structure.
Walls	: RCC / Brick Work. Internal: POP/ Wall Putty. Common Area: Paint. External: Paint.

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Windows	: Aluminium windows with grills.
Doors	: Wooden Doorframe, Flush doors with accessories.
Kitchen	: Tiles flooring with granite top platform Ceramic tiles dado (up to 2 feet above platform)
Toilets	: Concealed plumbing system using standard materials. Ceramic sanitary ware with C.P. fittings. Ceramic tiles flooring and ceramics tiles on walls upto door height.
Flooring	: Tiles/Marble in the living rooms. Marble/Tiles/Stones in all Common Portions including the stairs. Tiles in the bed room.
Electricals	: PVC conduit pipes with copper wiring. 15 and 5 Amp points in the living room, dining room, bed rooms, family rooms, bath rooms and kitchen. Telephone point in the living room. TV point in the living room and all bed rooms.
Water Supply / Sewerage System	: 24 hours water supply from borewell /KMC / STP / WTP/ RHT. Sewerage/Drainage system from the Block to the main sewerage system.
Air Conditioning	: In all bed rooms (at extra cost)

THE FOURTH SCHEDULE ABOVE REFERRED TO :

1. Indenture of Conveyance dated 22nd March, 2011 made between Clarity Barter Private Limited and 59 Others therein collectively referred to as the Vendors of the One Part and Kasauti Vyapaar Private Limited and Another therein jointly referred to as the Purchasers of the Other Part registered with the District Sub-Registrar-II, South 24 Parganas, West Bengal in Book No.I, CD Volume No.7, Pages 1138 to 1164, Being No.03431 for the year 2011.
2. Indenture of Conveyance dated 21st May, 2013 made between Bandana Ghatak therein referred to as the Vendor of the One Part, Golam Mostafa therein referred to as the Confirming Party of the Second Part and Éclair Infracon Private Limited and 7 Others therein collectively referred to as the Purchasers of the Third Part registered with the District Sub-Registrar-II, South 24 Parganas, West Bengal and recorded in Book No.I, CD Volume No.9, Pages 1797 to 1811, Being No.05855 for the year 2013.

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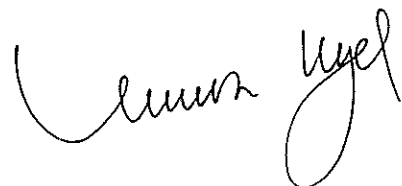


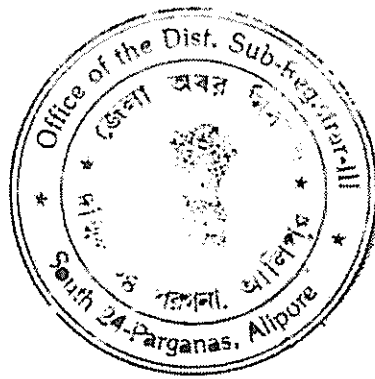
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3. Indenture of Conveyance dated 16th April, 2013 made between Manashi Chatterjee and Another therein jointly referred to as the Vendors of the One Part and Éclair Infracon Private Limited and 7 Others therein collectively referred to as the Purchasers of the Other Part registered with the District Sub-Registrar-II, South 24 Parganas, West Bengal and recorded in Book No.I, CD Volume No.7, Pages 2390 to 2404, Being No.04940 for the year 2013.
4. Indenture of Conveyance dated 17th April, 2013 made between Anjali Ghatak and 10 Others therein collectively referred to as the Vendors of the One Part and Éclair Infracon Private Limited and 7 Others collectively referred to as the Purchasers of the Other Part and registered with the District Sub-Registrar-II, South 24 Parganas, West Bengal and recorded in Book No.I, CD Volume No.6, Pages 14377 to 14397, Being No.04748 for the year 2013.
5. Indenture of Conveyance dated 18th September, 2013, made between Mayukh Mukherjee, therein referred to as the Vendor of the One Part and Éclair Infracon Private Limited therein referred to as the Purchaser of the Other Part registered with the District Sub-Registrar-II, South 24 Parganas, West Bengal in Book No.I, CD Volume No.19, Pages 9805 to 9817, Being No.10474 for the year 2013.
6. Indenture of Conveyance dated 16th April, 2013, made between Sauradyuti Ghatak 2 Others therein collectively referred to as the Vendors of the One Part and Éclair Infracon Private Limited and 7 Others therein collectively referred to as the Purchasers of the Other Part registered with the District Sub-Registrar-II, South 24 Parganas, West Bengal and recorded in Book No.I, CD Volume No.6, Pages 14361 to 14376, Being No.04749 for the year 2013.
7. Indenture of Conveyance dated 25th October, 2013 made between Akriti Highrise Private Limited therein referred to as the Vendor of the One Part and Éclair Infracon Private Limited and 7 Others therein collectively referred to as the Purchasers of the Other Part registered with the District Sub-Registrar-II, South 24 Parganas, West Bengal and recorded in Book No.I, CD Volume No.21, Pages 656 to 669, Being No.11517 for the year 2013.
8. Indenture of Conveyance dated 29th January, 2015 made between Éclair Infracon Private Limited therein referred to as the Vendor of the One Part and Ekdant Infracon Private Limited and 6 Others therein collectively referred to as the Purchasers of the Other Part registered with the District Sub-Registrar-II, South 24 Parganas, West Bengal and recorded in Book No.I, CD Volume No.2, Pages 3709 to 3720, Being No.00931 for the year 2015.





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9. Indenture of Conveyance dated 17th February, 2015 made between Éclair Infracon Private Limited therein referred to as the Vendor of the One Part and Ekdant Infracon Private Limited and 6 Others therein collectively referred to as the Purchasers of the Other Part registered with the District Sub-Registrar-II, South 24 Parganas, West Bengal and recorded in Book No.I, CD Volume No.4, Pages 6347 to 6361, Being No.02537 for the year 2015.

10. Indenture of Conveyance dated 6th October, 2015 made between Pillu D Karai and Another therein jointly referred to as the Vendors of the One Part, Hallmark Tradecom Private Limited, therein referred to as the Confirming Party of the Second Part and Ekaraj Homes Private Limited therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances-I, Kolkata and recorded in Book No.I, CD Volume No.1901-2015, Pages 132375 to 132401, Being No.190108200 for the year 2015.

11. Indenture of Conveyance dated 9th October, 2015 made between Ramdatt Tiwari therein referred to as the Vendor of the One Part, PS Inns Private Limited therein referred to as the Confirming Party of the Second Part and Ekaraj Developers Private Limited therein referred to as the Purchaser of the Other Part registered with the District Sub-Registrar-II, South 24 Parganas, West Bengal and recorded in Book No.I, CD Volume No.1602-2015, Pages 149402 to 149421, Being No.160210820 for the year 2015.

12. Indenture of Conveyance dated 8th January, 2016 made between Ramdatt Tiwari therein referred to as the Vendor of the One Part and Epistle Builders Private Limited and 61 Others therein collectively referred to as the Purchasers of the Other Part and registered with the District Sub-Registrar-II, South 24 Parganas, West Bengal and recorded in Book No.I, CD Volume No.1602-2016, Pages 17487 to 17530, Being No.160200431 for the year 2016.

13. Indenture of Conveyance dated 1st February, 2016 made between Pilu D Karai and Another therein jointly referred to as the Vendors of the One Part and Epistle Builders Private Limited and 61 Others therein collectively referred to as the Purchasers of the Other Part registered with the Additional District Sub-Registrar, Behala, West Bengal and recorded in Book No.I, Volume No.1607-2016, Pages 28736 to 28839, Being No.160700907 for the year 2016.

14. Deed of Conveyance dated 25th January, 2017 made between Shipper Homes Private Limited (formerly known as Tara Maa Vyapaar Private Limited) and 4 Others therein collectively referred to as the Vendors of the One Part and PS Nivas & Promoting Private Limited & Another therein jointly referred to as the Purchasers of the Other Part and registered with the District Sub-Registrar-II, South 24 Parganas, West Bengal and recorded in Book No.I,





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Volume No.1602-2017, Pages 13136 to 13158, Being No.160200504 for the year 2017.

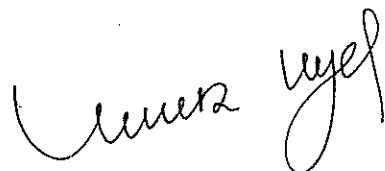
15. Deed of Conveyance dated 25th January, 2017 made between Shipper Homes Private Limited (formerly known as Tara Maa Vyapaar Private Limited), and 4 Others therein collectively referred to as the Vendors of the One Part and Eeshvi Developers Private Limited therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar-II, South 24 Parganas, West Bengal in Book No.I, Volume No.1602-2017, Pages 13159 to 13182, Being No.160200505 for the year 2017.

16. Deed of Conveyance dated 9th February, 2017 made between Ekdant Infracon Private Limited and 6 others therein collectively referred to as the Vendors of the One Part and Epistle Builders Private Limited and 63 others therein collectively referred to as the Part I Purchasers of the Second Part and PS Nivas & Promoting Private Limited and 4 Others therein collectively referred to as the Part II Purchasers of the Third Part and registered with the District Sub-Registrar-II, South 24 Parganas, West Bengal in Book No.I, Volume No.1602-2017, Pages 25694 to 25756, Being No.160200840 for the year 2017.

17. Deed of Conveyance dated 9th February, 2017 made between PS Nivas & Promoting Private Limited and 4 Others therein collectively referred to as the Vendors of the One Part and Epistle Builders Private Limited and 63 Others therein collectively referred to as the Part I Purchasers of the Second Part and Ekdant Infracon Private Limited and 6 Others therein collectively referred to as the Part II Purchasers of the Third Part and registered with the District Sub-Registrar-II, South 24 Parganas, West Bengal and recorded in Book No.I, Volume No.1602-2017, Pages 25757 to 25805, Being No.160200841 for the year 2017.

18. Deed of Conveyance dated 9th February, 2017 made between Epistle Builders Private Limited and 63 Others therein collectively referred to as the Vendors of the One Part and Ekdant Infracon Private Limited and 6 Others therein collectively referred to as the Part I Purchasers of the Second Part and PS Nivas & Promoting Private Limited and 4 Others therein collectively referred to as the Part II Purchasers of the Third Part and registered with the District Sub-Registrar-II, South 24 Parganas, West Bengal and recorded in Book No.I, Volume No.1602-2017, Pages 25806 to 25873, Being No.160200842 for the year 2017.

19. Deed of Conveyance dated 22nd January, 2020 made between Eclair Infraprojects LLP therein referred to as the Vendor of the One Part and Biswanath Neev Nirmaan LLP therein referred to as the Purchaser of the Other





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Part and registered with the office of the District Sub-Registrar-III, South 24 Parganas.

20. Deed of Conveyance dated 22nd January, 2020 made between Wriddhi Developers Private Limited therein referred to as the Vendor of the One Part and Biswanath Acres LLP therein referred to as the Purchaser of the Other Part and registered with the office of the District Sub-Registrar-III, South 24 Parganas.

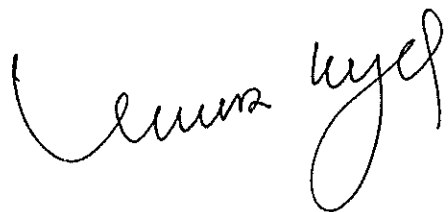
21. Deed of Conveyance dated 22nd January, 2020 made between Wriddhi Tower LLP therein referred to as the Vendor of the One Part and Biswanath Housing LLP therein referred to as the Purchaser of the Other Part and registered with the office of the District Sub-Registrar-III, South 24 Parganas.

22. Deed of Conveyance dated 22nd January, 2020 made between Ikka Tower LLP therein referred to as the Vendor of the One Part and Biswanath Property Nirmaan LLP therein referred to as the Purchaser of the Other Part and registered with the office of the District Sub-Registrar-III, South 24 Parganas.

23. Deed of Conveyance dated 22nd January, 2020 made between Ikka Infra Projects Private Limited therein referred to as the Vendor of the One Part and Biswanath Realunity LLP therein referred to as the Purchaser of the Other Part and registered with the office of the District Sub-Registrar-III, South 24 Parganas.

24. Deed of Conveyance dated 22nd January, 2020 made between Ekdant Infracon LLP therein referred to as the Vendor of the One Part and Biswanath Realtors LLP therein referred to as the Purchaser of the Other Part and registered with the office of the District Sub-Registrar-III, South 24 Parganas.

25. Deed of Conveyance dated 22nd January, 2020 made between Nilratan Vincom Private Limited therein referred to as the Vendor of the One Part and Biswanath Property Developers LLP therein referred to as the Purchaser of the Other Part and registered with the office of the District Sub-Registrar-III, South 24 Parganas.

A handwritten signature in black ink, appearing to read 'Luna Singh', is located in the bottom right corner of the page.



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30. Execution and Delivery


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

SIGNED SEALED AND DELIVERED

by the **OWNERS** at Kolkata in the presence of:-

1. Sourav Ghosh.
122/1R, SNM Sarani,
Kolkata - 26.

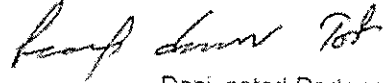
BISWANATH ACRES LLP, BISWANATH HOUSING LLP,
BISWANATH PROPERTY NIRMAAN LLP, BISWANATH
PROPERTY DEVELOPERS LLP



Designated Partner

2. Jayanta Ray
122/1R, S. N. M. Sarani,
Kolkata 700026

BISWANATH REALUNITY LLP, BISWANATH NEEV
NIRMAAN LLP, BISWANATH REALTORS LLP



Designated Partner

SIGNED SEALED AND DELIVERED by
the **DEVELOPER** at Kolkata in the
presence of:-

1. Sourav Ghosh.

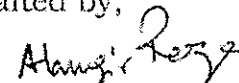
PS VINAYAK HOMES LLP



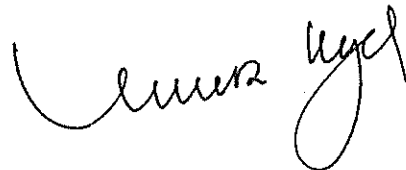
Partner / Authorised Signatory

2. Jayanta Ray

Drafted by,


(Alamgir Reza, Advocate)

Enrollment No. WB/1366/03
Alipore Judges Court,
Kolkata 700 027









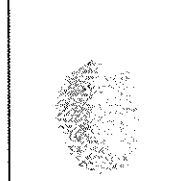
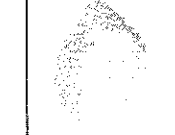




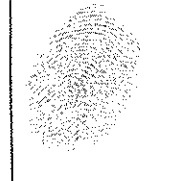




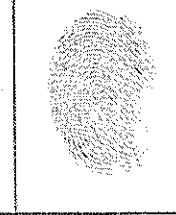
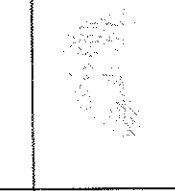
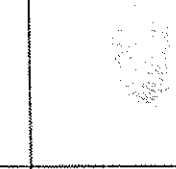




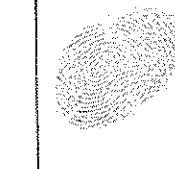
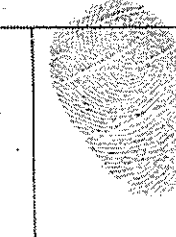



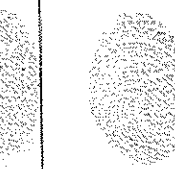





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SPECIMEN FORM FOR TEN FINGER PRINTS

 <p><i>Abul Kalam Azad</i></p>	<p><i>Abul Kalam Azad</i></p>						
		Little Ring Middle Fore Thumb	(Left Hand)				
							
		Thumb Fore Middle Ring Little	(Right Hand)				
 <p><i>Abul Kalam Azad</i></p>	<p><i>Abul Kalam Azad</i></p>						
		Little Ring Middle Fore Thumb	(Left Hand)				
							
		Thumb Fore Middle Ring Little	(Right Hand)				
 <p><i>Abul Kalam Azad</i></p>	<p><i>Abul Kalam Azad</i></p>						
		Little Ring Middle Fore Thumb	(Left Hand)				
							
		Thumb Fore Middle Ring Little	(Right Hand)				

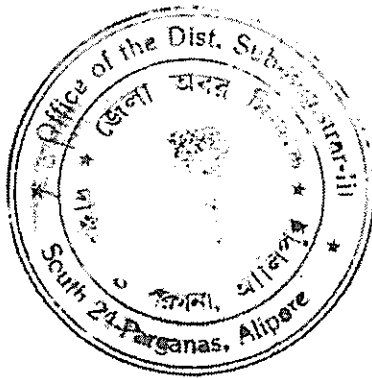
Abul Kalam Azad



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District Sub-Registrar-III
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District Sub-Registrar-III
Alipore, South 24 Parganas

22 JAN 2020

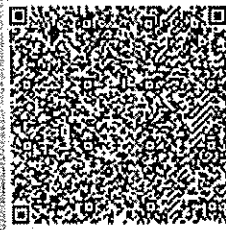
आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

ई- स्थायी लेखा संख्या कार्ड
e - Permanent Account Number (e-PAN) Card
AAVFB2082Q

नाम / Name	BISWANATH ACRES LLP
निगमन / गठन की तारीख / Date of Incorporation/Formation	26/06/2019



Signature valid

Signed by : Income Tax PAN
Services Unit, UTI/ITSL
Date : 31/08/2019 033129
Reason : Document Signer
Location : India

- ✓ Permanent Account Number (PAN) facilitate Income Tax Department linking of various documents, including payment of taxes, assessment, tax demand tax arrears, matching of information and easy maintenance & retrieval of electronic information etc. relating to a taxpayer. स्थायी लेखा संख्या (पैन) एक कदाता से संबंधित विभिन्न दस्तावेजों को जोड़ने में आयकर विभाग को सहायक होता है, जिसमें करों के भुगतान, आकलन, कर भाग, टैक्स बकाया, सूचना के मिलान और इलक्ट्रॉनिक जानकारी का आसान रखरखाव व बहाली आदि भी शामिल है।
- ✓ Quoting of PAN is now mandatory for several transactions specified under Income Tax Act, 1961 (Refer Rule 114B of Income Tax Rules, 1962) आयकर अधिनियम, 1961 के तहत निर्दिष्ट कई लेनदेन के लिए स्थायी लेखा संख्या (पैन) का उल्लेख अब अनिवार्य है (आयकर नियम, 1962 के नियम 114B. का संदर्भ लें)
- ✓ Possessing or using more than one PAN is against the law & may attract penalty of upto Rs. 10,000. एक से अधिक स्थायी लेखा संख्या (पैन) का रखना या उपयोग करना, कानून के विरुद्ध है और इसके लिए 10,000 रुपये तक का दंड लगाया जा सकता है।
- ✓ This e-PAN Card contains Enhanced QR Code which is readable by a specific Android Mobile App. Keyword to search this specific Mobile App on Google Play Store is "PAN QR Code Reader". इस ई-स्थायी लेखा संख्या (e-PAN) कार्ड में वर्धित क्यूआर कोड शामिल है जो एक विशिष्ट एंड्रॉइड मोबाइल ऐप द्वारा पठनीय है। Google Play Store पर इस विशिष्ट मोबाइल ऐप को खोजने के लिए कीवर्ड "PAN QR Code Reader" है।

Biswanath Acres LLP

Prabhu Kumar
Designated Partner

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आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

ई- स्थायी लेखा संख्या कार्ड
e - Permanent Account Number Card
AAVFB2082Q

नाम / Name
BISWANATH ACRES LLP

निगमन / गठन की तारीख /
Date of Incorporation/Formation
26/06/2019

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Income Tax PAN Services Unit, UTI/ITSL
Plot No. 3, Sector 11, CBD Belapur,
New Mumbai - 400 614.

यदि कार्ड के खोना/पाने पर इत्यर्थ सूचित करें/वापस करें
आयकर सेवा यूनिट, UTI/ITSL
प्लॉट नं. 3, सेक्टर 11, सीबीडी बेलपुर,
नया मुंबई - 400 614.

Prabhu Kumar



आयकर विभाग
INCOME TAX DEPARTMENT

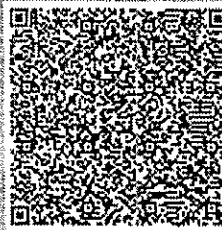


भारत सरकार
GOVT. OF INDIA

ई- स्थायी लेखा संख्या कार्ड
e - Permanent Account Number (e-PAN) Card
AAVFB2080N

नाम / Name: BISWANATH HOUSING LLP

निगमन / गठन की तारीख /
Date of Incorporation/Formation: 26/06/2019



Signature valid

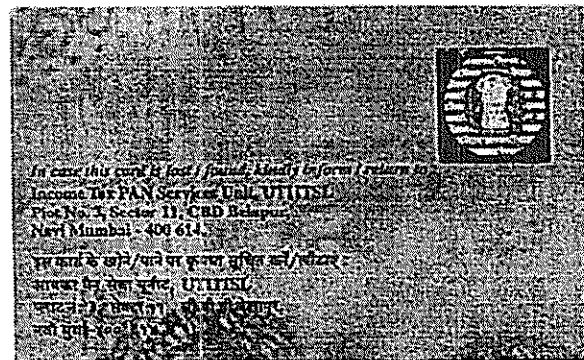
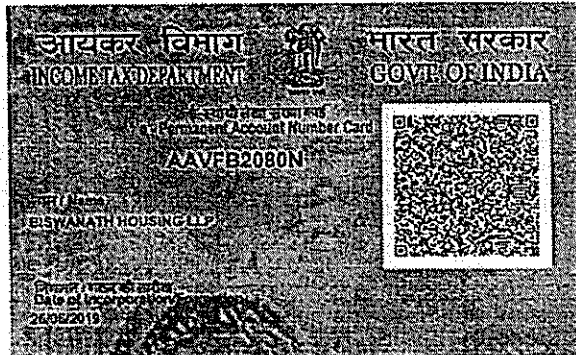
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Services Unit, IT/ITSL

Date : 31/07/2019 033130
Reason : Document Signer
Location : India

- ✓ Permanent Account Number (PAN) facilitate Income Tax Department linking of various documents, including payment of taxes, assessment, tax demand tax arrears, matching of information and easy maintenance & retrieval of electronic information etc. relating to a taxpayer. स्थायी लेखा संख्या (पैन) एक करदाता से संबंधित विभिन्न दस्तावेजों को जोड़ने में आयकर विभाग को सहायक होता है, जिसमें करों के भुगतान, आकलन, कर मांग, टैक्स बकाया, सूचना के मिलान और इत्यादी जानकारी का आसान रखरखाव व बहाली आदि भी शामिल है।
- ✓ Quoting of PAN is now mandatory for several transactions specified under Income Tax Act, 1961 (Refer Rule 114B of Income Tax Rules, 1962) आयकर अधिनियम, 1961 के तहत निर्दिष्ट कई लेनदेन के लिए स्थायी लेखा संख्या (पैन) का उल्लेख अब अनिवार्य है (आयकर नियम, 1962 के नियम 114B, का संदर्भ लें)
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- ✓ This e-PAN Card contains Enhanced QR Code which is readable by a specific Android Mobile App. Keyword to search this specific Mobile App on Google Play Store is "PAN QR Code Reader". इस ई-स्थायी लेखा संख्या (e-PAN) कार्ड में वर्धित क्यूआर कोड शामिल है जो एक विशेष एंड्रॉइड मोबाइल ऐप द्वारा पठनीय है। Google Play Store पर इस विशेष मोबाइल ऐप को खोजने के लिए कीवर्ड "PAN QR Code Reader" है।

Biswanath Housing LLP

Atul Kumar Tuli
Designated Partner



Atul Kumar Tuli



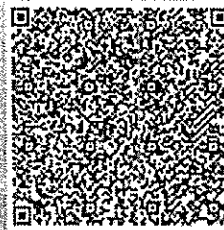
आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

ई- स्थायी लेखा संख्या कार्ड
e - Permanent Account Number (e-PAN) Card
AAVFB2085K

नाम / Name	BISWANATH PROPERTY NIRMAAN LLP
दिनांक / गठन की तारीख / Date of Incorporation/Formation	28/06/2019



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Services Unit, UTHISL
Date : 31/07/2019 033129
Reason : Document Signer
Location : India

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Biswanath Property Nirmaan LLP

Designated Partner
Designated Partner

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आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

ई- स्थायी लेखा संख्या कार्ड
e - Permanent Account Number Card
AAVFB2085K

नाम / Name
BISWANATH PROPERTY NIRMAAN LLP

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आयकर ई-पैन सेवा यूनिट, UTHISL
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Designated Partner



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INCOME TAX DEPARTMENT



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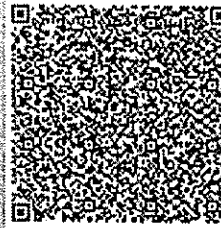
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e - Permanent Account Number (e-PAN) Card
AAVFB2087M

नाम / Name

BISWANATH PROPERTY DEVELOPERS LLP

निगमन / गठन की तारीख /
Date of Incorporation/Formation

26/06/2019



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Services Unit, ITD TSL

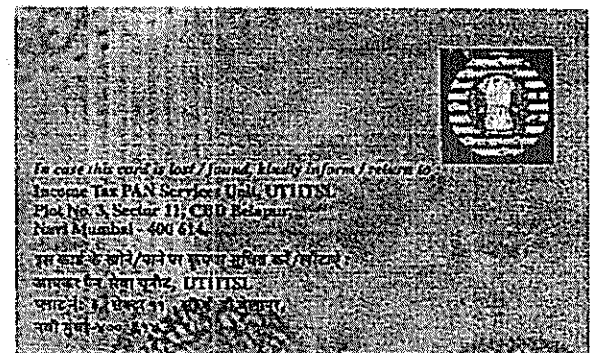
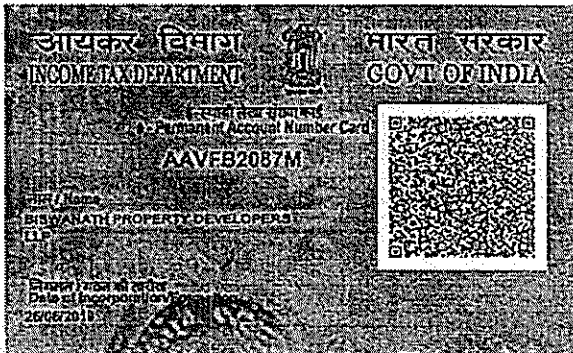
Date : 31/07/2019 033129

Reason : Document Signer
Location : India

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Biswanath Property Developers LLP

Designated Partner



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आयकर विभाग
INCOME TAX DEPARTMENT



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GOVT. OF INDIA

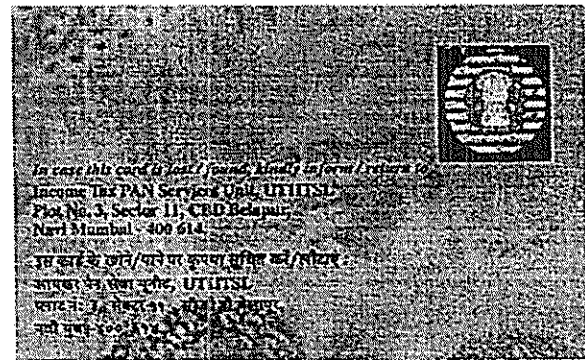
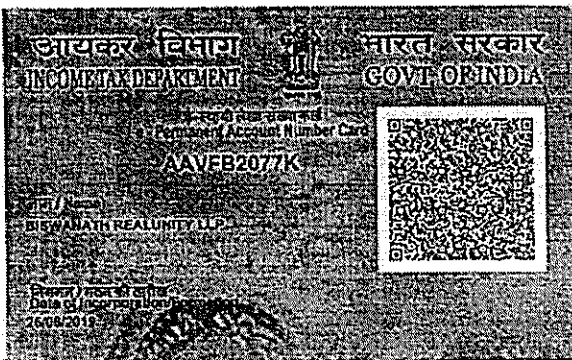
ई- स्थायी लेखा संख्या कार्ड
e - Permanent Account Number (e-PAN) Card
AAVFB2077K

नाम / Name	BISWANATH REALUNITY LLP
निगमन / गठन की तारीख / Date of Incorporation/Formation	26/06/2019
	 <p>Signature valid Signed by : Income Tax PAN Services Unit, UTITSL Date : 31/07/2019 033129 Reason : Document Signer Location : India</p>

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Biswanath Realunity LLP

Designated Partner



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आयकर विभाग
INCOME TAX DEPARTMENT

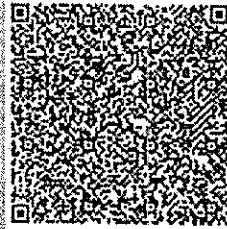


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ई- स्थायी लेखा संख्या कार्ड
e - Permanent Account Number (e-PAN) Card
AAVFB2088E

नाम / Name BISWANATH NEEV NIRMAAN LLP

निगमन / गठन की तारीख /
Date of Incorporation/Formation 26/06/2019



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Services Unit, UTTISL

Date : 31/08/2019 033128
Reason : Document Signer
Location : India

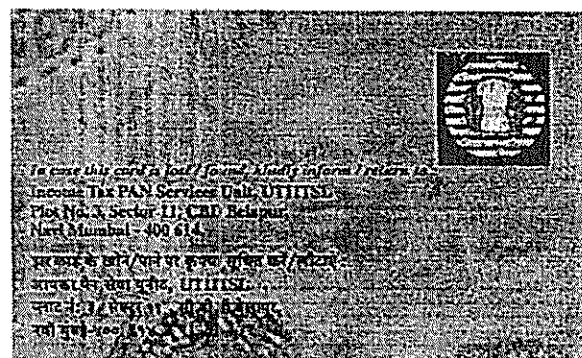
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Biswanath Neev Nirmaan LLP

Biswanath Neev Nirmaan LLP

Designated Partner

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ई- स्थायी लेखा संख्या कार्ड
e - Permanent Account Number (e-PAN) Card
AAVFB2079H

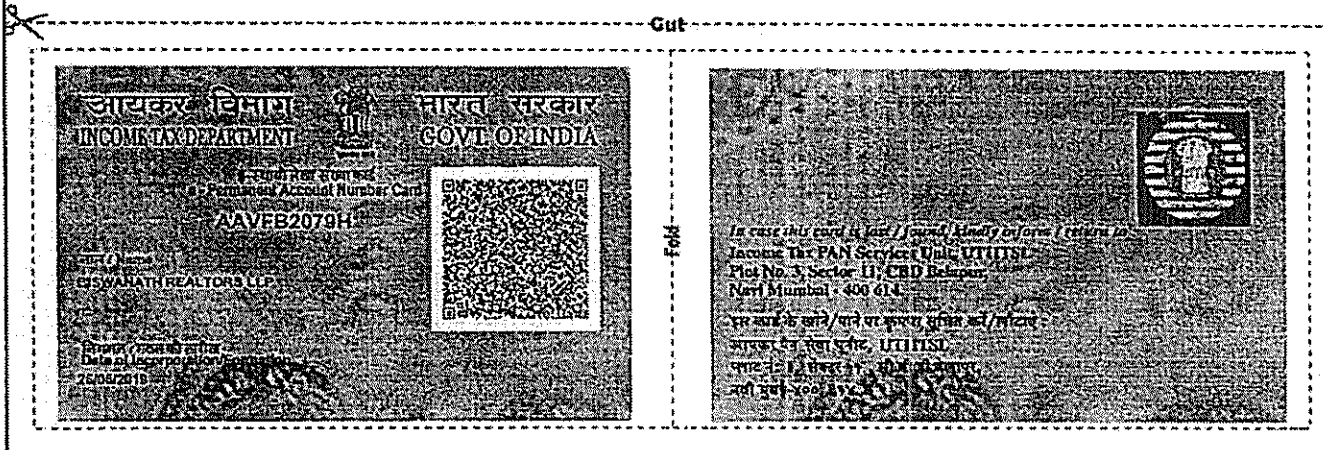
नाम / Name	BISWANATH REALTORS LLP
निगमन / गठन की तारीख / Date of Incorporation/Formation	26/06/2019
	
<p>Signature valid</p> <p>Signed by : Income Tax PAN Services Unit, UTTISL</p> <p>Date : 31/07/2019 033130</p> <p>Reason : Document Signer</p> <p>Location : India</p>	

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Biswanath Realtors LLP

Pranav Anand Toli

Designated Partner



Pranav Anand Toli





Pradip Kumar Todt

Kumar Tyagi



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA

ASHOK KUMAR TODI

GIRDHARI LAL TODI

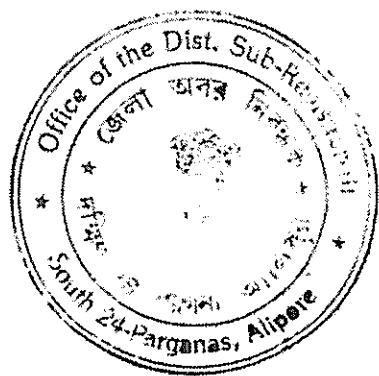
17/09/1958
Passport Account Number
ABRPT5626H

Ashok Kumar Todi
Signature



Ashok Kumar Todi

Ashok Kumar Todi



आयकर विभाग
INCOME TAX DEPARTMENT

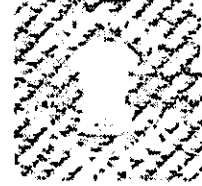


भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AACFW2320H



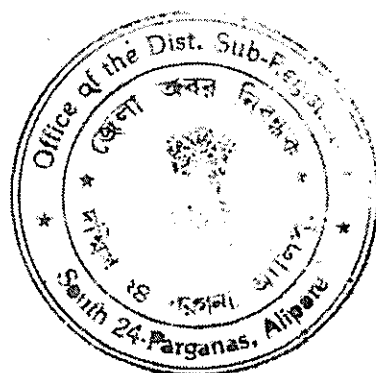
नाम / Name
PS VINAYAK HOMES LLP


निगमन/गठन की तारीख
Date of Incorporation/Formation
18/02/2016

05042017

PS VINAYAK HOMES LLP
Vinayak
Partner / Authorized Signatory

Vinayak



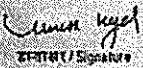
आयकर विभाग  **भारत सरकार**
INCOME TAX DEPARTMENT **GOVT. OF INDIA**


स्थायी खाता संख्या कार्ड
Permanent Account Number Card
AGCPK9667R


नाम / Name
UMESH KYAL

पिता का नाम / Father's Name
GOVIND RAM KYAL


जन्म की तारीख / Date of Birth
13/06/1958


हस्ताक्षर / Signature






भारत सरकार
GOVERNMENT OF INDIA




उमेश कयल
Umesh Kyal
जन्मतारीख/ DOB: 13/06/1958
पुरुष / MALE



3221 6780 6519


MERA AADHAAR, MERI PEHCHAN





भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA


ठिकाना:
S/O गोविन्द राम कयल, 30C, साउथ एंड पार्क, लेक, कोलकाता, कोलकाता, पश्चिमबङ्ग - 700029


Address
S/O Govind Ram Kyal, 30C, South End Park, Lake, Kolkata, Kolkata, West Bengal - 700029



 **1800 300 1947**

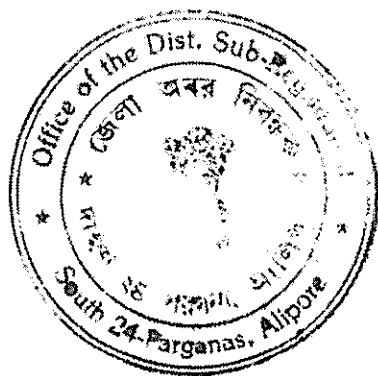
 **help@uidai.gov.in**

 **www.uidai.gov.in**

 **P.O. Box No. 1947, Bengaluru-560 001**

Umesh Kyal

Umesh Kyal





IDENTITY CARD

ALIPORE BAR ASSOCIATION

(AFFILIATED UNDER BAR COUNCIL OF WEST BENGAL)

KOLKATA - 700 027

PHONE : CIVIL : 2479-9335/7330, CRIMINAL : 2479-1477



Card No. : **I/C/896**

Name : **ALANGIR REZA** Advocate

Father's/Husband's name : **Jahangir Reza**

Address : **28/1, Judges Court Road**
Kolkata - 700 027

Ph. No : **98319 60557**

W.B. Bar Council Enrolment No. : **F-1194/03**

Indranil Basu
SECRETARY

Alangir Reza Adv
22.1.2020

Umesh kumar



Major Information of the Deed

Deed No :	1-1603-00286/2020	Date of Registration	03/02/2020
Query No / Year	1603-0000124265/2020	Office where deed is registered	
Query Date	21/01/2020 4:41:46 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	ALAMGIR REZA Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9831960557, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
	Rs. 4,93,12,661/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 75,020/- (Article:48(g))	Rs. 53/- (Article:E, E, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Manomohan Banerjee Road, , Premises No: 48, , Ward No: 118 Pin Code : 700038

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	74.2 Dec		4,25,31,461/-	Width of Approach Road: 30 Ft.,
Grand Total :				74.2Dec	0 /-	425,31,461 /-	

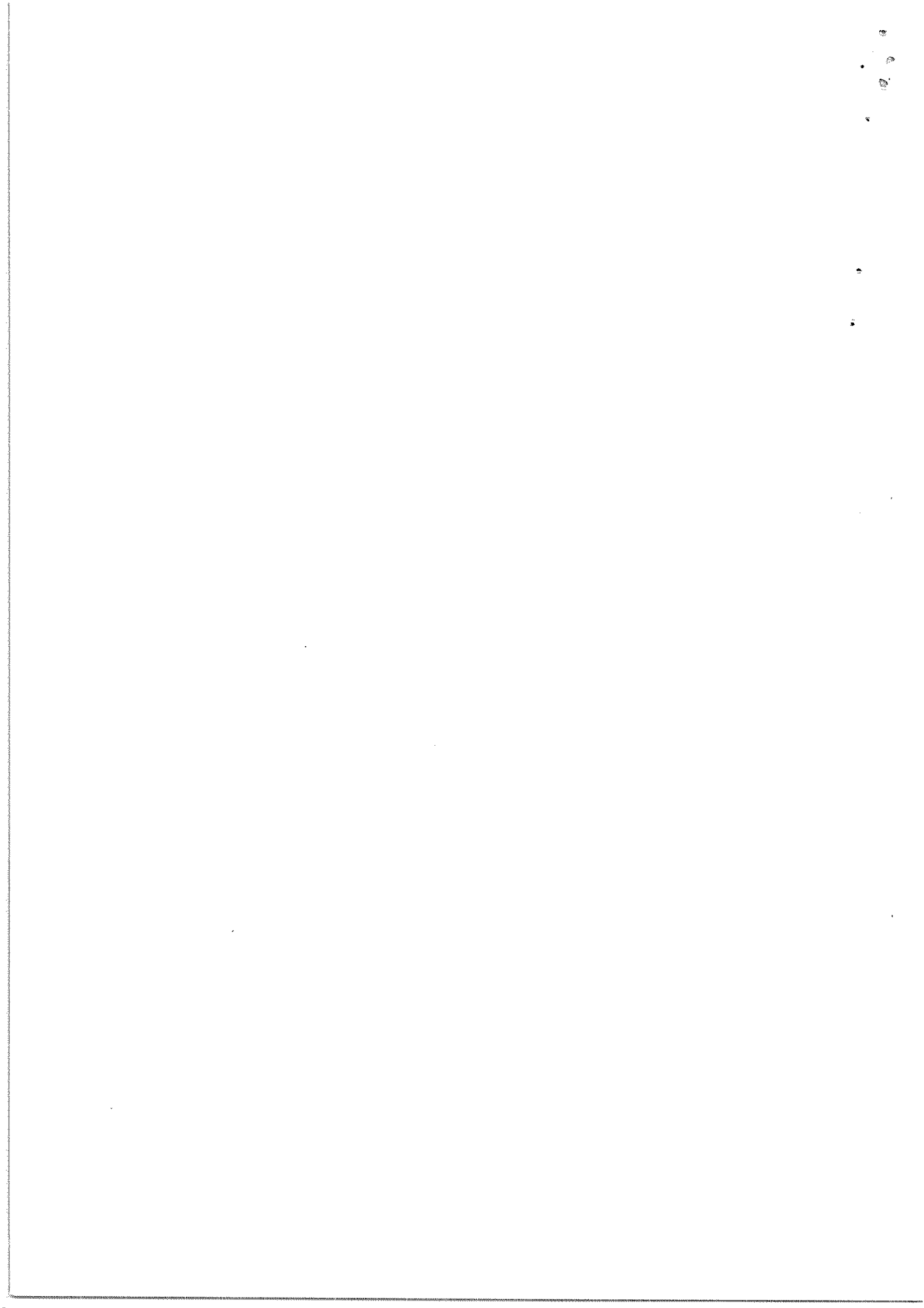
Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	22604.4 Sq Ft.	0/-	67,81,200/-	Structure Type: Structure
Gr. Floor, Area of floor : 22604.4 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		22604.4 sq ft	0 /-	67,81,200 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	BISWANATH ACRES LLP 39, KALI KRISHNA TAGORE STREET, P.O:- BURRABAZAR, P.S:- Jorasanko, District:-Kolkata, West Bengal, India, PIN - 700007 , PAN No.:: AAVFB2082Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	BISWANATH HOUSING LLP 39, KALI KRISHNA TAGORE STREET, P.O:- BURRABAZAR, P.S:- Jorasanko, District:-Kolkata, West Bengal, India, PIN - 700007 , PAN No.:: AAVFB2082N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Alamgir Reza



3	BISWANATH PROPERTY NIRMAAN LLP 39, KALI KRISHNA TAGORE STREET, P.O:- BURRABAZAR, P.S:- Jorasanko, District:-Kolkata, West Bengal, India, PIN - 700007 , PAN No.:: AAVFB2085K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
4	BISWANATH PROPERTY DEVELOPERS LLP 39, KALI KRISHNA TAGORE STREET, P.O:- BURRABAZAR, P.S:- Jorasanko, District:-Kolkata, West Bengal, India, PIN - 700007 , PAN No.:: AAVFB2087M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
5	BISWANATH REALUNITY LLP 39, KALI KRISHNA TAGORE STREET, P.O:- BURRABAZAR, P.S:- Jorasanko, District:-Kolkata, West Bengal, India, PIN - 700007 , PAN No.:: AAVFB2077K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
6	BISWANATH NEEV NIRMAAN LLP 39, KALI KRISHNA TAGORE STREET, P.O:- BURRABAZAR, P.S:- Jorasanko, District:-Kolkata, West Bengal, India, PIN - 700007 , PAN No.:: AAVFB2088E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
7	BISWANATH REALTORS LLP 39, KALI KRISHNA TAGORE STREET, P.O:- BURRABAZAR, P.S:- Jorasanko, District:-Kolkata, West Bengal, India, PIN - 700007 , PAN No.:: AAVFB2079H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

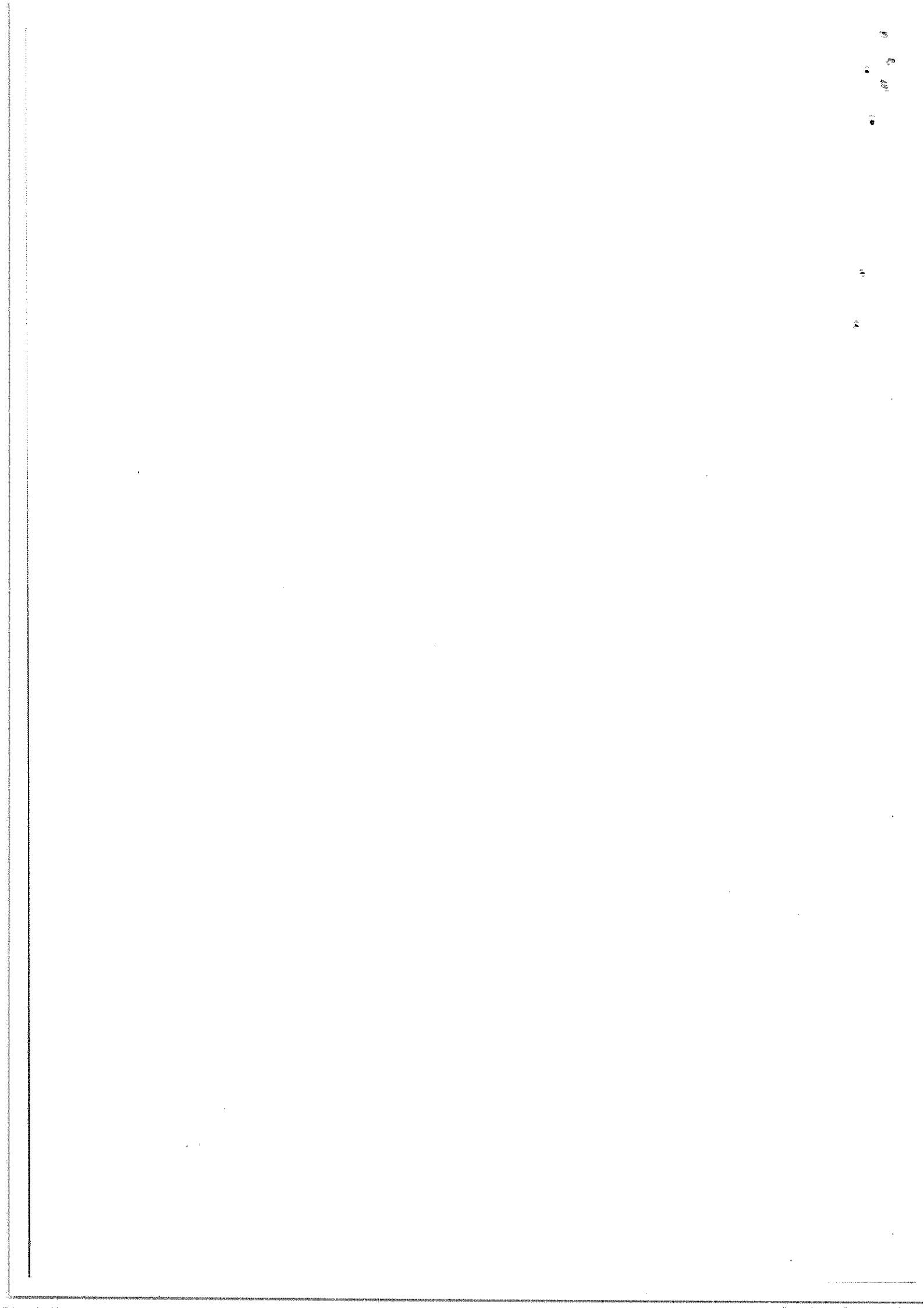
Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	PS VINAYAK HOMES LLP 1002, E. M. BYPASS, FRONT BLOCK, P.O:- DHAPA, P.S:- Topsia, District:-South 24-Parganas, West Bengal, India, PIN - 700105 , PAN No.:: AACFW2320H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Mr ASHOK KUMAR TODI Son of Mr GIRDHARI LAL TODI CG-235, SALT LAKE CITY, SECTOR - II, P.O:- SECH BHAVAN, P.S:- Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700091, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ABRPT5626R, Aadhaar No: 88xxxxxxxx8213 Status : Representative, Representative of : BISWANATH ACRES LLP (as PARTNER), BISWANATH HOUSING LLP (as PARTNER), BISWANATH PROPERTY NIRMAAN LLP (as PARTNER), BISWANATH PROPERTY DEVELOPERS LLP (as PARTNER)
2	Mr PRADIP KUMAR TODI Son of Mr GIRDHARI LAL TODI CF-398, BIDHANNAGAR, CC - BLOCK, P.O:- BIDHANNAGAR, P.S:- Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ABTPT2696K, Aadhaar No: 70xxxxxxxx2085 Status : Representative, Representative of : BISWANATH REALUNITY LLP (as PARTNER), BISWANATH NEEV NIRMAAN LLP (as PARTNER), BISWANATH REALTORS LLP (as PARTNER)
3	Mr UMESH KYAL (Presentant) Son of Late GOVIND RAM KYAL 30C, SOUTH END PARK, P.O:- SARAT BOSE ROAD, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGCPK9667R, Aadhaar No: 32xxxxxxxx6519 Status : Representative, Representative of : PS VINAYAK HOMES LLP (as PARTNER)

Umesh Kyal



Identifier Details :

Name	Photo	Finger Print	Signature
Mr ALAMGIR REZA Son of Mr JAHANGIR REZA 28/1, JUDGES COURT ROAD, P.O:- ALIPORE, P.S:- Alipore, District:-South 24 -Parganas, West Bengal, India, PIN - 700027			

Identifier Of Mr ASHOK KUMAR TODI, Mr PRADIP KUMAR TODI, Mr UMESH KYAL

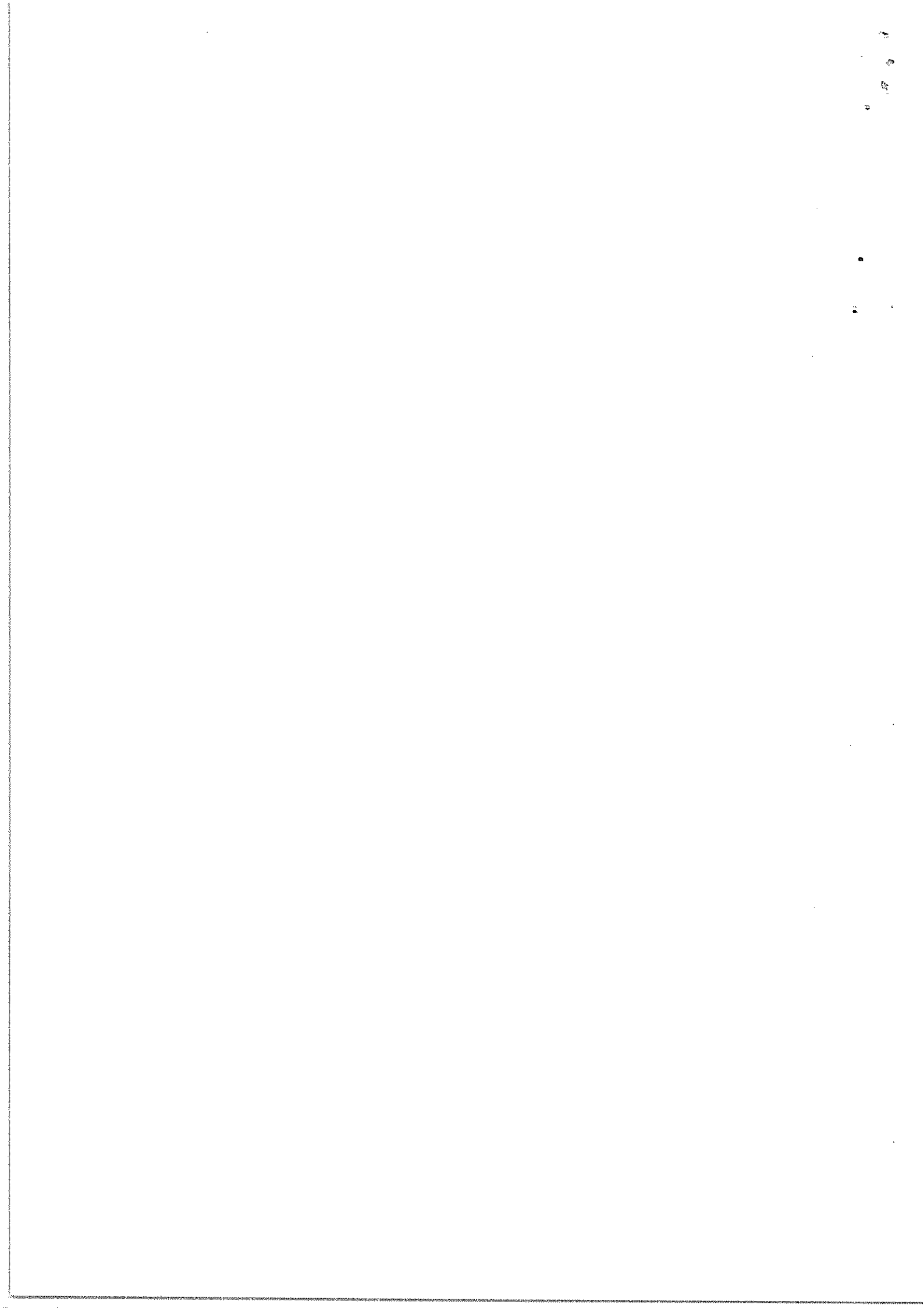
Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	BISWANATH ACRES LLP	PS VINAYAK HOMES LLP-74.2 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	BISWANATH ACRES LLP	PS VINAYAK HOMES LLP-3229.20000000 Sq Ft
2	BISWANATH HOUSING LLP	PS VINAYAK HOMES LLP-3229.20000000 Sq Ft
3	BISWANATH PROPERTY NIRMAAN LLP	PS VINAYAK HOMES LLP-3229.20000000 Sq Ft
4	BISWANATH PROPERTY DEVELOPERS LLP	PS VINAYAK HOMES LLP-3229.20000000 Sq Ft
5	BISWANATH REALUNITY LLP	PS VINAYAK HOMES LLP-3229.20000000 Sq Ft
6	BISWANATH NEEV NIRMAAN LLP	PS VINAYAK HOMES LLP-3229.20000000 Sq Ft
7	BISWANATH REALTORS LLP	PS VINAYAK HOMES LLP-3229.20000000 Sq Ft

Umesh Kyal



On 22-01-2020

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

Presented for registration at 16:05 hrs on 22-01-2020, at the Private residence by Mr UMESH KYAL ,

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 4,93,12,661/-

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

Execution is admitted on 22-01-2020 by Mr PRADIP KUMAR TODI, PARTNER, BISWANATH REALUNITY LLP (LLP), 39, KALI KRISHNA TAGORE STREET, P.O:- BURRABAZAR, P.S:- Jorasanko, District:-Kolkata, West Bengal, India, PIN - 700007; PARTNER, BISWANATH NEEV NIRMAAN LLP (LLP), 39, KALI KRISHNA TAGORE STREET, P.O:- BURRABAZAR, P.S:- Jorasanko, District:-Kolkata, West Bengal, India, PIN - 700007; PARTNER, BISWANATH REALTORS LLP (LLP), 39, KALI KRISHNA TAGORE STREET, P.O:- BURRABAZAR, P.S:- Jorasanko, District:-Kolkata, West Bengal, India, PIN - 700007

Indetified by Mr ALAMGIR REZA, , Son of Mr JAHANGIR REZA, 28/1, JUDGES COURT ROAD, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Muslim, by profession Advocate
Execution is admitted on 22-01-2020 by Mr UMESH KYAL, PARTNER, PS VINAYAK HOMES LLP (LLP), 1002, E. M. BYPASS, FRONT BLOCK, P.O:- DHAPA, P.S:- Topsia, District:-South 24-Parganas, West Bengal, India, PIN - 700105

Indetified by Mr ALAMGIR REZA, , Son of Mr JAHANGIR REZA, 28/1, JUDGES COURT ROAD, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Muslim, by profession Advocate
Execution is admitted on 22-01-2020 by Mr ASHOK KUMAR TODI, PARTNER, BISWANATH ACRES LLP (LLP), 39, KALI KRISHNA TAGORE STREET, P.O:- BURRABAZAR, P.S:- Jorasanko, District:-Kolkata, West Bengal, India, PIN - 700007; PARTNER, BISWANATH HOUSING LLP (LLP), 39, KALI KRISHNA TAGORE STREET, P.O:- BURRABAZAR, P.S:- Jorasanko, District:-Kolkata, West Bengal, India, PIN - 700007; PARTNER, BISWANATH PROPERTY NIRMAAN LLP (LLP), 39, KALI KRISHNA TAGORE STREET, P.O:- BURRABAZAR, P.S:- Jorasanko, District:-Kolkata, West Bengal, India, PIN - 700007; PARTNER, BISWANATH PROPERTY DEVELOPERS LLP (LLP), 39, KALI KRISHNA TAGORE STREET, P.O:- BURRABAZAR, P.S:- Jorasanko, District:-Kolkata, West Bengal, India, PIN - 700007

Indetified by Mr ALAMGIR REZA, , Son of Mr JAHANGIR REZA, 28/1, JUDGES COURT ROAD, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Muslim, by profession Advocate



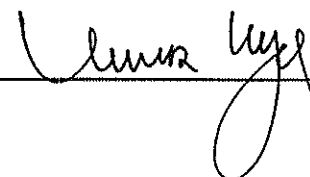
Asish Goswami
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 24-01-2020

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53/- (E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by by online = Rs 53/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 22/01/2020 1:47PM with Govt. Ref. No: 192019200161263671 on 22-01-2020, Amount Rs: 53/-, Bank:
Indian Overseas Bank (IOBA0000015), Ref. No. 202001220545304 on 22-01-2020, Head of Account 0030-03-104-001
-16



Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by online = Rs 74,920/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/01/2020 1:47PM with Govt. Ref. No: 192019200161263671 on 22-01-2020, Amount Rs: 74,920/-, Bank: Indian Overseas Bank (IOBA0000015), Ref. No. 202001220545304 on 22-01-2020, Head of Account 0030-02-103-003-02



Asish Goswami
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 03-02-2020

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

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

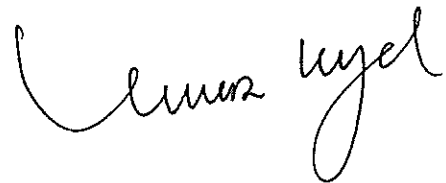
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 100/-
Description of Stamp

1. Stamp: Type: Impressed, Serial no AC1023, Amount: Rs.100/-, Date of Purchase: 26/10/2019, Vendor name: I Chakraborty



Asish Goswami
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal



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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2020, Page from 9392 to 9446

being No 160300286 for the year 2020.



Digitally signed by ASISH GOSWAMI
Date: 2020.02.03 14:19:30 +05:30
Reason: Digital Signing of Deed.

(Asish Goswami) 2020/02/03 02:19:30 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)

PS VINAYAK HOMES LLP
[Handwritten Signature]
Partner / Authorised Signatory